Civil/Domestic Case File

Case No. 1839-CV-0001

No. 39-CN-1

Union Common Pleas Court.

Bar. Gregory & Co
Plaintiff,

AGAINST

James McDonald,
Defendant.

JUL TERM, 1839

JUD'G VS PLAINT'F

Journal 2 Page 118

Record No. 3 Page 261

Ex. Doc. Page

Gregory et al
vs
James McDonald

Precipe

Filed Feb. 22. 1839
Jas. H. Gill Clerk

Union Com Pleas

Nehemiah Gregory adm^r of Edward N Gregory Dec^d Levi I. Burr and Nehemiah Gregory late firm of Gregory Burr and Gregory
vs
James M^c. Donald
} ~~Ass~~ Case &c Damages $. 200. 00.

Issue a writ of attachment returnable on the first day of Next ^Term^ Endorse "Suit Brot to recover the payment of the note of Deft given to ~~p~~ said E. N. Gregory L. I. Burr and Nehemiah Gregory under the style and name of Gregory Burr and Gregory on the 28th of June 1838 ~~and pay~~ for the sum of $ 178. 31. and payable sixty days after date. Also for good sold & de- ~~Clk of the Com Pleas~~ livered Money had and received &c.

John Lawrence
atty for plff

Gregory &c
vs
James McDonald

Affidavit
~~Raife~~

Filed Feb. 22 1839
Jas. H. Giro Clerk

State of Ohio Union County ss

Personally appeard before me I S Abbott agent of Gregory Burr and Gregory who being duly sworn according to law says that James McDonald is not a resident of this State as he verily believes and that the said James McDonald is justly indebted to the firm aforesaid and further saith not

I S Abbott.

Sworn to before me this 21 day of Febry 1839

Ira Wood J.P.

Proceeded without delay on the 25 day of February 1839 to Attach in the hands of David Burnham goods and chattles Appraised to fifty five dollars and ten cents also on same day moneys credits and effects in the hands of Saml McDonalds Credits to the probable amount of $376:12¾ Subject to said Saml McDonalds lein also on the 26th of February Attached in the hands of Jacob Seamond to the amount of $35 40 and took Bonds of each holder of property for the delivery of the same no more property Money Credit or effects of James McDonald found

R Clark Sheriff

Suit Bet to recover payment of the note of Deft. given to E. N. Gregory S. P. Burr and Nehemiah Gregory under the Style and name of Gregory Burr and Gregory on the 28th of June 1838 for the sum of $178.31 and payable sixty days after date also for goods sold and delivered money had and received &c

John Lawrence
Atty of Plffs

good for costs
Ambrose Meeker

Union Com. Pleas

Gregory. Burr & Gregory
vs
James McDonald
writ of attach.

Filed Apl 27th 1839
Jas. H. Gee Clk

Sheriffs Costs

Serv.	35
3 Days searching for property & Appraising	6,00
Mil	75
3 Copys	60
3 Bonds	1 50
Calling inquest	1 00
	10 20
Appraisers	
A Keyes 2 Days	2,00
N Chipman 1 Day	1,00
S Colver 1 Day	1,00

State of Ohio Union County ss

To the sheriff of said County Greeting

You are hereby commanded to attach the lands, tenements, goods, chattels rights, credits, moneys and effects of James McDonald wheresoever they may be found and the same to keep or so to provide that the same or the value thereof may be forthcoming to answer the Judgment of our Court of Common Pleas within and for the County of Union in a certain action on the case therein prosecuted by Nehemiah Gregory admr. of Eamara H. Gregory decsd. Levi J. Burr and Nehemiah Gregory late firm of Gregory & Burr and Gregory against the said James McDonald for Two hundred dollars Damages, and in what manner you shall execute this writ make appear to our said Court of Common Pleas on the first day of their next Term and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid this 22nd day of February A.D. 1839

James H. Gill Clerk

Union Com. Pleas

Peter Gregory &c

vs

James McDonald

Taken Apl 27. 1839

James H. Lee Atty

Be it remembered that we Jacob Seamond
James Riddle and N. Chipman
are held and firmly bound unto R Clark
Sheriff of the county of Union in the
sum of one hundred Dollars to be levied
upon our goods and Chattles Lands and Tenament
if default be made in the conditions
following to wit the conditions of this
obligation is such that whereas the above
named Sheriff has attached in the hand
of the above named J Seamond as the property
James McDonaldo (an absent debtor) at the
suit of Gregory Burr and Greger the following
property to wit one feather Bead 2 pillows
one wool Sheat one cotton Sheat one
calloon quit one Straw tick one bed
valance one Bead stead now if the said
Seamond shall deliver the above described
property in like good order when ever
legally required ~~to~~ to do then this obliga
tion shall be void otherwise to remain
in full force in Law Jacob Seamond (Seal)
March 11th 1839 James Riddle (Seal)
N. Chipman (Seal)

Union Com. Pleas

Burr Gregory &c

vs

James McDonald

Filed Apl 27. 1839

James H Gee clk

Be it remembered that we David Burnham James Riddle & Wm Parkerson are held and firmly bound unto R Clark Sheriff in the Sum of one hundred and twenty Dollars to be levied upon our goods and Chattles lands and tenaments if default be made in the Conditions following to wit

the condition of this obligation is such that whereas the above named Sheriff have attached in the hands of the above named Burnham one Bureau one Clock one Bead & 2 pillars one Bead quit one under Bed tick and one blanket Bead Sted as the property of James McDonald (an absent debtor) at the Suit of Gregory Burr & Gregory now if the said Burnham shal deliver the above described property in like good order when legally required so to do or pay the amount of the Appraised value thereof in Cash then this obligation shall be void otherwise to remain in full force in Law

Feb 25th 1839

David Burnham Seal
James Riddle Seal
Wm Parkison Seal

Schedule of property attached in the hands of Jacob Seamond in the foregoing named Case and appraised by N Chipman & A Keyes as follows

one feather Bed and 2 pillows	$15,40
one wool sheet one cotton sheet one Calico quilt	5,50
one straw tick	2 00
one Bed valance	50
one Bed Sted	12 00
amounting to thirty five Dollars and forty cents	$35,40

Feb 26th 1839

N. Chipman [Seal]
Andrew Keyes [Seal]
R Clark Sheriff

Union Com. Pleas
Bar Tegoy &c
vs
Jas McDonald
Filed Apl 27. 1839
Jas H Lee clk

JUD'G VS PLAINT

JUL TERM 1839

Schedule of property taken with a Writ of Attachment Issued out of the Court of Common Pleas of the County of Union against the Moneys Credits & effects of James McDonald (an absent Debtor) at the Suit of [illegible] Nehemiah Gregory Admnt of Edward H Gregory Deceased Levi J Burr and Nehemiah Gregory Late firm of Gregory Burr and Gregory - following property Attached in the hands of David Burnham by R Clark Sheriff of Said County of Union and Appraised by Andrew Keyes - Standish Colver (Freeholders in Said County) after being duely Sworn by Said Sheriff

One half Collum Bureau	$ 15,00
" Mant Clock	12,00
" Bed tick & 2 Pillows	17,60
" under tick	1,50
" wool Blanket	50
" calico quilt	2,50
" Bedsted	6,00
	$ 55,10

amounting to fifty five dollars and ten dollars

February 25th 1839

Andrew Keyes [Seal]
Standish Colver [Seal]
R Clark Sheriff

44
35
220
132
1340

Schedule of property found in the hands of Samuel McDonald taken in Attachment as the property of James McDonald at the suit of Gregory Burr & Gregory and appraised as the former

two Notes of hand against Sayrs & Doolittle for $61-41½ cents each	$122,82½
one Note of hand against J G S Timmons C Clark A Clark for	105,32¼
one do against Wm H Rogers & J Rogers for	7,50
one d do Nathan Wells	6,00
one do do James Todd	6,87
one do do Mathew Williams	5,50
one do do Samuel Smith	5,50
one do do Sylvanus S Chapman	11 75
one do do Henry Moody	1 30
one do do John Merrom	10,50
one do do Wm Shafford	6,68¾
one do do Wm Walk	6,87½
and Also a variety unsettled Book accounts supposed to amount to	50,00
	$398,12¾

the above notes an accounts appears to have been assigned to Samuel McDonald to secure to him the payment of one hundred and sixty four dollars
and also one Note of hand against Jacob Semond for thirty nine dollars fifteen cents placed in the hands of Saml McDonald to secure two executions in favor of the State against James McDonald for the sum of $39.87 Cts

Andrew Keyes (Seal)
S Colven (Seal)
February 25th 1837
B Clark Sheriff

Be it remembered that we Samuel McDonalds Andrew Reyes & Standifer Colver are held and firmly bound unto R Clark Sheriff of the County of Union in the sum of three hundred Dollars to be levied upon our good and chattels lands and tenaments of defalt be made in the conditions following to wit that whereas the above named Sheriff has attached in the hands of the above named McDonalds Certain notes and accounts a Schedule of which is made upon the foregoing page at the suit of Gregory Bass & Gregory against James McDonalds now therefore if the above named Samuel McDonalds bring forward the foregoing Notes and accounts or the money there for when ever legally required so to do then this obligation shall be void otherwise to remain in full force in Law

Feb 25th 1859

Samuel McDonald (Seal)
Andrew Reyes (Seal)
S Colver (Seal)

Civil/Domestic Case File

Case No. 1839-CV-0002

No. 39-cv-2

Union Common Pleas Court.

Peter Igon, Plaintiff,

AGAINST

David Wiler, Defendant.

OCT TERM. 1839

Settled and dismiss

No Record.

Journal 2 Page 152

Record No. Page

Ex. Doc. Page

Union Com. Pleas

Peter Igow

vs

David Miller

Praecipe

Filed March 13th 1839

James H. Gill Clerk

To The Clerk of Court Com. Pleas,

of Union Co.

Marysville.

4

Union Common Plea,

Peter Igno
vs
David Witter } In Covenant. Damages $700.00

The Clerk of Union Common Plea,

will issue a Summons in this case, returnable at next term,

Endorse, "Suit brot on written agreement under seal made by deft. to plaintiff for $560.00 — the whole amount of which and the ~~interest~~ thereon is due and unpaid."

Hamilton & Young,
Attys. for Plff.

March 11th 1839.

Union Com. Pleas

Peter Igow

vs

David Witter

Summons

Serv	35
Mit	15
Copy	15
	65

Filed Apl 22. 1839
James H. Lee Clk

Served by delivering a certified copy to Deft
March 21st 1839
R Clark Sheriff

Suit Brot on written agreement under seal made by Deft to plaintiff for $560.00 the whole amount of which and the interest thereon is due and unpaid

Hamilton & Young Attys for Plff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

We Command you to summon David Witter

on the first day of next Term 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 Peter Igow

in a plea of covenant broken Damages Seven hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this 14th day of March A.D. 1839

James H. Gill CLERK.

says that on the second day of December 1838 and on divers other days before and since that time, he requested the said David Witter to secure to him the said two hundred and twenty four dollars per annum from the first day of December 1837 to the first day of June 1840, amounting to a large sum of money, to wit, the sum of five hundred and sixty dollars, yet the said David Witter has not secured to the said Peter Sqm ~~has not secured~~ the said sum of two hundred and twenty four dollars for each and any year of said term, nor for either of said years nor for any part thereof: And so the said David Witter has not kept his covenant, but has broken the same: To the damage of the said Peter Sqm $700.00 and therefore he sues &c.

Hamilton & Young, Attys. for Plff.

Union Common Pleas

Peter Sqo.
vs
David Witter

Declaration

Filed June 6th 1839.
J H Gill
Clk

Union Common Pleas, April Term 1839.

Union County, ss.

Peter Igue complains of David Witter in a plea of Covenant, for that whereas on the thirteenth day of October in the year 1837, at the County of Union, the said David Witter, by certain articles of agreement then and there made and concluded by and between the said Peter Igue and the said David Witter (sealed with their seals and now to the Court here shown) sold to the said Peter Igue certain lands and town lots therein particularly described, and whereas the said Witter then and there had a tenant upon certain of the lots and tenements so sold by the said Witter to the said Igue, particularly described in said articles of agreement as follows, to wit: Four lots in the town of Ellanpville, in Union County, to wit, Lot number thirty nine upon which there is a two story brick house, stable &c; also one other lot which was purchased by said Witter from Matthias Collins and adjoins the above described lot, also part of a lot purchased by Witter from Sydney Gilbert, & the said David Witter then and there agreed to secure to the said Peter Igue the sum of two hundred and twenty four dollars yearly and every year from the first day of December then next ensuing until the first day of June in the year 1840 for the rent of the lots and tenements aforesaid; and the said Peter Igue says that the said David Witter afterward, to wit, on the first day of December 1837 aforesaid, entered into the enjoyment of the rents and profits of the lots and tenements aforesaid and has continued in the enjoyment thereof hitherto till the commencement of this suit; and the Peter Igue further

Civil/Domestic Case File

Case No. 1839-CV-0003

No. 39-CV-3

Union Common Pleas Court.

William Bennett
Plaintiff,

AGAINST

Alex Douglass et al
Defendant.

OCT TERM, 1839

Dismissed

Journal 3/2 Page 387/169

Record No. No Record Page

Ex. Doc. 1 Page 166

Union Com pleas

Wm T Bennet

vs

Alex Douglass et al

Filed April 2nd 1839

Jas H. Gill Clk

cost bill made

Union County ss. Com. Pleas -

William Bennett,
vs.
Alexander Douglass
Michael Cramer &
John A. Swarty.

Trespass -
Damages $500.

The Clerk in this case will issue a summons and endorse. "This action is brought for damages done by the defts. in breaking & entering the close & house of the Plaintiff; and assaulting & beating the Plaintiff."

J. V. Powell Pltffs. atty.

Jany 28. 1839.

Union Com. Pleas

Alex Douglass et al

ads } Sub

William Bennett

Ser ——— 37½

Mil ——— 80

1,17½

Filed July 8. 1839

James H. Gee 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 Thos Eynor Wm Sipless John Evens

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 third day of next Term, to testify and the truth to speak on behalf of Alexr Douglass et al. in a certain matter in controversy in our said Court depending: wherein William Bennet is plaintiff, and said Douglass et al defendant. And this 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 2nd day of July A.D. 1839.

James H. Gill Clerk.

" This action is brought for damages done by Defendants in breaking & entering the door & House of the Plaintiff and assaulting and beating the Plaintiff

T. W. Powell Pffs atty

Union Com Pleas

William Bennett

vs

Alexr Douglass
Michael Cramer
John A. Swarts

Served by Delivering certified Copys to each defendant
April 10th 1839 R Clark Sheriff

Serv	75
Mil	80
Copys	50
	2,05

Filed Apl 22. 1839
James H Gill Clk

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Alexander Douglass Michael Cramer & John A. Smarts

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 day of next term to answer unto William Bennett

in a plea of Trespass Damages Five hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 4th day of April A.D. 1839

Jas. H. Gill CLERK.

Union Com pleas

Wm Bennet

vs

Summons

Alice Douglass

Serv —	62½
Copy —	12½
Mil —	95
	$1,60

Filed Oct 28. 1839

James H. Gill Clerk

Served by Reading to Seymour Sutphen
Cramer & Evens and by Copy, to Inmates

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Thos Pigner Wm Surplus John Evans Michael Kramer John A Swartz

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 1st day next Term, to testify and the truth to speak on behalf of Alexr Douglass in a certain matter in controversy in our said Court depending: wherein Wm Bennett is plaintiff, and Alexr Douglass defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 20th *day of* October *A. D.* 1836

Jas H Gill *Clerk.* for
W. Steele

Union Com. Pleas

William T Bennett
vs } Ex

Douglass Cramer et al

Pltffs costs	$3.99
Defts "	18.47/100
writ	41

Serv — 35
Mil — 75
1,10

Filed May 4th 1840

Jas. H. Gile Clk

Rec'd Dec 30th 1839
no property found
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 31st day of October A. D. 1839 Alex. Douglas et al recovered against William Bennett

~~as well the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages,~~ the sum of $ 18.90½

for their costs and charges in ~~that~~ a certain 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 Bennett

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 A. Douglas et al. Hereof fail not, at your peril, and have then there this writ. Pltffs costs $ 3.99

WITNESS JAMES H. GILL, Clerk of said Court,

at the Court-House aforesaid, this 30th

day of December A. D. 1839

ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0004

Union Com Pleas

Williams & Nancy Bennett

vs

Alexr. Douglass et als

Filed Apl 2nd 1839

Jas. H. Lee clk

Union County ss. Com. Pleas

William Bennett &
Nancy his wife
vs
Alexander Douglass
Michael Cramer &
John A. Swartz

Trespass.
Damages $300.

The Clerk in this case will issue a summons on endorse, "This action is brought for damages done by the defendants ~~in breaking and entering the close & house of the~~ by assaulting & beating the ~~sis~~ Nancy Bennett."

J. W. Powell Pltffs. atty.

Jany. 28, 1839.

Union Com. Pleas

Bennett & wife
vs } Exponas

Douglas Cramer et al

Pltfs costs	$ 3.99½
Defts costs	9.63
writ	.41
Serv —	55
Mil —	75
	1,30

Filed May 4th 1846

Jas. H. Gill, Clk

Rec'd Dec 30th 1859
No property found
W. Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 31st day of October A. D. 1839 Alexr. Douglass M. Cramer & J. A. Scott recovered against William Bennett and Nancy Bennett his wife

[redacted]of

~~dollars and~~ [redacted] [redacted] the sum of $ 9.63

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 Bennett & Nancy Bennett 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 Douglass Hereof fail not, at your peril, and have then there this writ. Pltff costs $3.49½

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 30th
day of Dec A. D. 1839

ATTEST: James H. Gill Clerk.

Union Com Pleas

William Bennett &
Nancy his wife

vs

Alexr Douglass
Michael Cramer &
John A. Swartz

Served by delivering certified
Copys to each defendant
April 10th 1839 R. Clark Sheriff

Serv		75
Mit		80
Copys		50
		2,05

Filed Apl 22. 1839
James H. Gee clk

This action is brought for Damages done by
the Defendants by assaulting and
beating the said Nancy Bennett

J. W. Powell Plffs atty

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Alexander Douglas Michael Cramer & John A. Innis

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 day of next Term to answer unto William Bennett and Nancy his wife

in a plea of Trespass Damages Three hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 4th day of April A.D. 1839

Jas. H. Gill CLERK.

Union Com/ pleas

Wm Bennet & Wife

vs 3 Summons

Alexr Douglass

Serv — 37½

Mil — 90

$1,27½

Filed Oct 28. 1839

James H Gill Clerk

Served by leaving

N C Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Thos Tigner Wm Douglas & John Evans

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 Alexr Douglass in a certain matter in controversy in our said Court depending: wherein Wm Bennet & Wife is plaintiff, and Alexr Douglass defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

Witness JAMES H. GILL, *Clerk of our said Court, at the Court-house aforesaid, this* 20th *day of* October *A. D.* 1830

Jas H. Gill *Clerk.* for

W Steele

Civil/Domestic Case File

Case No. 1839-CV-0005

Civil/Domestic Case

1839-CV-0005

located with

Supreme Court Case

1839-SC-0006

Civil/Domestic Case File

Case No. 1839-CV-0006

No. 39-CV-6

Union Common Pleas Court.

Solomon Thrasher
Plaintiff,

AGAINST

Henry Rezarta,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 149

Record No. 3 Page 284

Ex. Doc. 1 Page 192

Union Com. Pleas

Solomon Thrasher
vs
Henry Keyaster
Filed Apl. 18. 1839
Jas. H. Gice Clk

Clerk

Union Com Pleas

Solomon Thrasher
vs
Henry Keyantze

In Trespass Vi et armis
Damages $500.00

Issue a Summons Returnable
next Term. Endorse Suit brought to Recover Damages
for an Assault and Battery Committed by Henry
Keyantze on the Body of Solomon Thrasher
on about the 18th Inst

April 18th 1839 Hall & Kinney
Attys for Plff

Suit Brot to recover damages for an assault and Battery committed by Henry Keyarter on the Body of Solomon Thrasher on or about the 16th Inst
April 18th 1839
J. F. Kinney
Atty for Plff

Union Com. Pleas

Solomon Thrasher

vs } Sum Trespass

Henry Keyarter

Serv	35
Mil	5
Copy	15
	,55

Filed Apl 22. 1839
James H. Gill Clk
cost bill made

Served by delivering a certified copy to Defendant
R Clark Sheriff
April 18th 1839

The State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you to summon Henry Rezantes 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 Solomon Thrasher in a plea of Trespass Damages Five hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House aforesaid this 18th day of April A.D. 1839

James H. Gill Clerk

Union Com pleas

Solomon Thrasher

vs

Henry Kizmiller

Filed Apl 25. 1839
James H. Gill clk

Court of Common Pleas
Union County April Term 1839 }

Solomon Thresher Complains of Henry Keyzotte in a plea of Trespass for that whereas the said Keyzotte on the 16th day of April AD 1839 at the County aforesaid with force and arms in and upon the said Solomon Thresher made an assault and him then and there beat bruised wounded and ill treated and other Enormities to the said Solomon Thresher the said Henry Keyzotte then and there did against the peace and to the damage of the said Solomon five hundred Dollars

And whereas also on the day and year last afore:said the said Henry Keyzotte at the County aforesaid ~~with~~ being instigated by the devil and without the fear of God before his Eyes with force and arms did make an other assault upon the body of him the said Solomon Thresher and pulled him the said Solomon upon the ground and Violently beat bruised Kicked wounded whipped and ill treated him the said Solomon by which the said Solomon was for a long space of time Confined to his room unable to perform his common and necessary labor and obliged to pay large and heavy doctors bills for attending upon to him the said Solomon to the damage of the said Solomon of five hundred dollars and therefore he brings his Suit-

Hall & Kinney
Attys for plff-

Henry Kyartee
ads
Solomon Thatcher

Plea

Filed July 12. 1839
Jas. H. Lee Clk

Henry Kegartee
ads
Solomon Thrasher

Union Com Pleas April Term 1839
Plea Trespass.

And the said Henry comes and defends the wrong and Injury when &c and say that he is not Guilty in manner and form as the said Solomon hath thereof complained against him and of this he puts himself upon the country and the plaintiff doth the like By W C Lawrence his atty

Union Com Pleas

Sol Thrasher
vs
Henry Kezoutte

Filed oct 25. 1839
James H. Given Clk

Marker

vs

Kegarter

In Union Common Pleas

Trespass

Issue Subpoena for

David Witter R. Clark Jasper Wright

W Steele & C Farnham .. per Plff

A. Hall Atty

per Plff

Union Com. Pleas

Solomon Thrasher
vs } Debt
Henry Keyauter

Serv	75½
Mil	20
	95 95½

Fiere Feby 14. 1839
James H. Gill Clk

Served by reading
R Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON David Witter R. Clark ~~and~~ James Minget William W Steele & Wm Ross Chester Farnham & Sarah McClain

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~~ third day of next Term, to testify and the truth to speak on behalf of Solomon Thrasher in a certain matter in controversy in our said Court depending: wherein Lucy Thrasher is plaintiff, and Henry Kezartee 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. 1839.

James H. Gill Clerk.

Union Com Pleas

Sol Thrasher
vs } Sub
Henry Kizarter

Serv — 1,02½
Mil — 35
$1,32½

Filed oct 29. 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 David Witter R. Clark James Winget M. Steel & C. Farnum William Ross Marshall Clark & Curtiss Clark 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 Solomon Thrasher in a certain matter in controversy in our said Court depending: wherein Solomon Thrasher is plaintiff, and Henry Rezatte 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 25 day of October A.D. 1839.

James H. Gill Clerk.

On the 27th of Nov 1839 I solemnized a marriage between Mr W W Williams & Miss Lydia Hubbard both of Marysville Union county O.

W. D. Smith

75
3
4t25
56

Robert Spain
Cynthia Reed

Thrush
vs
Reygate

David Potter
~~R. Clark~~
R. Clark
James Mugget

Samuel Coulter - vs George Maris,
witness for Lyon

Union Com. Pleas

Solomon Thrasher
vs } No 27
Henry Kezarter

damages $ 3.50
Clks cost of Ky. 2.07½
writ .41
Shffs cha Ky .64

Cred by $2.48
Serv 35
Pound 6
Mil 5
46

Filed Oct 6. 1840
Jas. H. Lee Clerk

Recd August 29th 1840
Principal ~~Money~~ made and applyed to the Plaintiffs
Costs in this case R Clark Sheriffs
66 cents of Costs made

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 31st day of October A. D. 1839 Solomon Thrasher recovered against Henry Kizarter as well the sum of Three dollars dollars and fifty 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 Henry Kizarter you cause to be made the damages ~~and costs~~ aforesaid, with interest thereon from the 31st day of Oct A. D. 1839, until paid. Also the sum of $2.71 the cost of ~~[illegible]~~ H. Kizarter 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[illegible]
at the Court-House aforesaid, this 29th
day of August A. D. 1840
ATTEST: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0007

No. 39-CV-7

Union Common Pleas Court.

Evans & Jennings
Plaintiff,

AGAINST

James Riddle
Defendant.

JUL TERM, 1839

DECREE FOR PLAINTIFF

Journal 2 Page 137

Record No. 3 Page 256

Ex. Doc. Page

I certify the written to be a true Transcript from my Docket
Given under my hand and seal this 20th day of April 1839

Ira Wood J.P. [seal]

Riddle

vs

Evans & Jennings

Transcript

Filed Apl 22. 1839

James H. Gieck

State of Ohio Union County Paris Township

February 21st 1839

James Riddle Pltff
vs
Evans & Jennings Deff

Suit Brought on Note

The Parties appeared without process

Justice Cost

Issueing Subpoenas	$-37½
Swearing 4 Witnesses	-16
Trial	-25
Bail	25
This Transcript	-31¼
	$1.34¼

Subpoenas were issued for Nelson Kazar Samuel Hawley Mortimore Bentley & Cornelius Stars and served by Defendant

Subpoena issued for Norman Chipman and served by Abel Marks Constable which was returned by said Constable endorsed served by reading

Cons cost — 35

Witness Fee 2.00

Service $-10 Mileage $-25 — $-35 cts

February 21st 1839 Trial had Samuel Hawley Nelson Kazar Mortimore Bentley & Cornelius Stars sworn and examined on the part of the Defendant

It is considered by me that the Plantiff has no cause of action and that the Defendant recover of the Plantiff the cost of suit taxed at three Dollars thirty eight cents = $3-38 cts

In the action of James Riddle against Evans & Jennings I Levi Phelps do acknowledge myself bail for the Appellant in the sum of fifty Dollars to be levied on my Goods & Chattles Lands and Tenements if the Appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or that may accrue in the Court of Common Pleas

Levi Phelps

Taken signed and acknowledged before me this 21st day of February 1839

Ira Wood J.P.

Union Com Pleas

James Riddle
vs
Jas W. Evans
Filed Apl 22. 1839
Jas H. Gill Clk

Suit brot on the within note subt. to Jury
verdict of non assumpsit

Due James Riddle one hundred Sixteen
dollar in Saddlery at my Shop at the
Retail Cash price it being for value
Rece Oct 26th 1838

Evans & Jennings

Milford August 17th 1839
Recd of James Riddle my Clonses
in full in a Suit be tween Saml Riddle
& Evans
S Hawley

Riddle } Union Com Pleas July Term 1839
vs } C. Stiers is entitled to $1.25 for attending as
Evans } a witness 1 day in the above case before the
Justice & 1 day before the Court at the above term

Jas. H. Gill Clerk

Milford July 31st 1839 Rec of James Riddle the above fees in full

Cornelius Stiers

Union Com pleas

Jas Riddle

v Z Simmons

Riddle & Jennings

Served by Reading

R Clark Sheriff

Serv 25

Mil 5

30

Filed July 15 1839

Jas H Gill Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon James W. Stutes & M. Beatty

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 James Riddle in a certain matter in controversy in our said Court depending: wherein Phil Riddle is plaintiff, and Evans & Jennings 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* 15th *day of* July *A. D.* 183 39

Jas H. Gill *Clerk.*

Union Com. Pleas

Evans & Jennings
ads } Sub
James Riddle

Serv	37½
Copy	16
Mil	30
	84½

Filed July 8. 1839
James H. Gill Clk

Cost bill made

Served by reading to Bentley & Stevens
and by Copy to J Hawley
D Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting,

WE COMMAND YOU TO SUMMON M. Beatty Samuel Hawley and C. Stines

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 third day of next Term, to testify and the truth to speak on behalf of Evans & Jennings in a certain matter in controversy in our said Court depending: wherein James Riddle is plaintiff, and Evans & Jennings are 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, Cerk of our said Court, at the Court-House aforesaid, this first day of July A.D. 18 39.

James H. Gill Clerk.

U Com Pleas

Evans & Cummings
Ads
James Riddle

Plea
June 27. 1839
James H. Gill Clk

Evans & Jennings
vs
James Riddle

Union Com Pleas
April 1835

And the said defendants come and defend &c and say that they did not assume and promise as the plaintiff hath above thereof complained against him and of this he puts himself upon the country and the plaintiff doth the like.

The plaintiff will also take notice that defendts will insist and prove that the said due bill in the said declaration mentioned was obtained from defendants by fraud covin and deceit and without any consideration or if there were any consideration the same has wholly failed

by W C Lawrence their atty

And also for that Whereas the said Defendants on the day and year last aforesaid at the County aforesaid were indebted to the plaintiff in the further sum of sixteen dollars for the price and value of divers goods & chattels then & there sold & delivered by the pltff to the Defendants at their request and whereas the Defendants afterwards on the 1st day of Nov- 1838 at the County aforesaid in Consideration of the premises then & there promised to pay the said saddlery & said several sums of money to the plaintiff on request yet they have disregarded their promises and have not paid said saddlery nor any part thereof though often since requested so to do nor said several sums of money or nor either of them nor any part thereof to the damage of the plaintiff thirty dollars and thereupon he sues &c

By P. B. Cole his atty

James Riddle
vs } Declaration
Evans & Jennings
Filed May 31. 1839
James H. Gwelk

State of Ohio } Union Com. pleas April Term 1839
Union County } ss

James Riddle Complains of James W Evens & Absolem C Jennings in a plea of assumsit for that whereas ~~the said~~ on the 26th day of Oct 1838 at the County of Union the said James W Evens & Absolem C Jennings were partners in business under the name & firm of Evens & Jennings and so being partners the said defendants on the 26 day of Oct 1838 at the County of Union made a certain due Bill in writing and delivered the same to the said James Riddle and thereby under the name of the said firm of Evens & Jennings acknowledged to be due from them to the said James Riddle the sum of Sixteen dollars in saddlery at cash price to be paid at their shop and the said James W Evens & Absolem C Jennings under the said firm of Evens & Jennings afterwards on the day and year last aforesaid in Consideration of the premises promised to pay the amount of said due Bill to the plaintiff according to the tenor and effect thereof though often since requested & demanded at their shop to do the defendants have not paid the said due Bill nor any part thereof to the damage of the plaintiff and also for that whereas the said James W Evens & Absolem C Jennings under the name and firm of Evens & Jennings on the day & year last aforesaid at the County aforesaid were indebted to the said James Riddle in the further sum of sixteen dollars for the price & value of sundry Notes of hand then & there bargained sold & delivered by the plaintiff to the defendants at their request and also for that whereas the said defendants on the day and year last aforesaid at the County aforesaid were indebted to the plaintiff (as aforesaid) in the further sum of sixteen dollars for money found to be due from the defendants to the plaintiff upon an then & there stated between them

Civil/Domestic Case File

Case No. 1839-CV-0008

Civil/Domestic Case

1839-CV-0008

located with

Supreme Court Case

1840-SC-0005

Civil/Domestic Case File

Case No. 1839-CV-0009

No. 39-CV-9

Union Common Pleas Court.

James A M Lain
Plaintiff,

AGAINST

William Campbell,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT

$ 68 88

Journal 2 Page 171

Record No. 3 Page 288

Ex. Doc. 1 Page 169

Union Com. Pleas

Jno. A. McLain

vs

Wm Campbell

Filed Apl 24 1839

James H. Lincoln

J. A. McLain

vs

Wm Campbell & al

Transcript

State of Ohio Union County Paris Township

James A McLain Plff vs Wm Campbell Deff	Suit Brought on Note endorsed by Defendant Nov 5th 1838 a Summons issued to Abel Marks Constable returnable on the 10th day of Nov at 1 Oclock P.M. 1838, which was returned in, due time endorsed served by reading Service $-10 Mileag $-5 = $-15 cts Nov 10th The parties appeared
Debt $68=22½ cts	
Justices Cost ~~Judgm~~ -12½	
Oaths -10	
Contin -10	
Trial -25	
Bail 25	
This Transcript 31¼	
1.13¾	

on application of Defendant a continuance was granted untill the 16th ~~Instant~~ November 16th The parties present and ready for trial After hearing the proofs and Alligations of the Parties It is considered by me that the Plantiff recover of the Defendant the sum of sixty eight Dollars twenty two½ cents and cost of suit,

In the action of James A McLain against Wm Campbell I James W Evans do acknowledge myself bail for the appellant in the sum of One hundred ~~Dollars~~ thirty eight & nine cents to be levied on my Goods & Chattles Lands & Tenements in the case the Appellant shall be condemned in the action and shall fail to pay the condemnation money and cost that ~~may accrue~~ ~~or~~ have accrued or may accrue in the Court of Common Pleas

I certify the above to be a true Transcript from my Docket Given under my hand & seal this 24th day of April 1839 Ira Wood J P (Seal)

Wm Campbell for
the use of
James A McLain
vs } Transcript
Merrill Royce
John Turner &
Charlton Bacon

Judgment entered
Dec 2d 1837
Jas Woodson

The State of Ohio Union County Paris Tp

William Campbell for the use of James A McLain Plff
vs
Merrit Royce John Turner & Constant Bacon Defts
Debt $61,00

Suit brought on Note Jointly signed by Defendants for the sum of $60,00 Due 17th Sept 1836 January 31st AD 1837 This day came the Defendants & Confessed the Plaintiffs Claim to be Just It is therefore Considered that the Plaintiff Recover of the Defendants Merrit Royce principal & John Turner & Constant Bacon Securities a Judgment for the sum of Sixty one dollars Debt & costs of Suit

Justice costs Judgt	.12½
Satisfaction	.10
Taking Bail	25
	.47½
	31¼
	.78¾

In the action of William Campbell for the use of James A. McLain against Merrit Royce John Turner & Constant Bacon I James Turner do acknowledge my self Bail for Merrit Royce John Turner & Constant Bacon for Stay of Execution in the sum of Sixty four dollars to be Levied of my goods & Chattels Lands & tenements if default be made in the conditions following Which is that the said Merrit Royce John Turner & Constant Bacon Shall pay the amount of the Judgment Rendered in the action afore said together with the Interest & costs & costs that may accrue James Turner

Taken signed & acknowledged this 9th day of February AD 1837 before me S. B. Johnson J.P.

I Certify the above to be a correct transcript from my docket Sept 18th AD 1837
S. B. Johnson formerly a Justice of the Peace

This transcript 31¼ paid by Plff

60.00 ... Judgment Rendered on the within for
60
30
10
61.00
$ 61.00 January 31st 1837
J. B. Johnson J. P.

Merrel Ryce & Co
for $60 - 00 cts

Jany 7 - [illegible]
Aug 22
1836 William Campbell
~~[illegible]~~
Sarah McClain

Merrim Moore
[illegible] James
[illegible] Bacon
Note
$ 60,00

Sixty days after date we or either of us
promise to pay William Campbell or order
Sixty dollars for value Received as witness our
hands this 17 day of August 1836

Merle Royce
John Turner
Constant Bacon

McLain
vs
Campbell

Motion for
New Trial

Filed July 15. 1839
Jas H. Gillett

James A. McLain
v.
William Campbell } In assumpsit

The defendant moves the court for a new trial for the following reasons.

1st. That no demand of the makers of the note in question of which Deft was the indorser was made by the Pltff

2nd. It was proven that the legal title & property in said note was in one Sarah McLain & not in Pltff

3d. It was not proven that Plaintiff had used due delligence or had made a demand of the makers or given notice within a reasonable time after the note became due

4th It was proven that no demand had been made of one of the makers of said note & the Deft charged no reason why demand could not be made

& Judgment was against law & equity & common sense

A Hall for Deft

Served by Reading to S. B. Johnson

Sarah McLaren not found in the County R Clark Sheriff

Ser 22½
Mil 10
32½

Filed July 15th 1839

James H. Gill Clk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Sarah McLain — Saml B. Johnson

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 Wm Campbell in a certain matter in controversy in our said Court depending: wherein James A McLain is plaintiff, and Wm Campbell defendant. And this ~~the~~ 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* 15 *day of* July *A. D.* 183[illegible]

Jas H Gill *Clerk.*

McLain

vs

Campbell.

Clerk will Issue Subpoenas

Defts. Constant Bacon John Turner Merril Royce. S. McLain.

A Hale for Deft

H... ...Oil

152 152

Union Common Pleas

William Campbell

ads } Sub

James A. McLain

Ser ———	50
Copy ———	16¾
Mil ———	35
	1,01¾

Filed July 8. 1839

James H. Gill Clk

Served by reading to McLane & Turner and by Copy to Bacon Roice not found

R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Constant Bacon John Innes Merrill Royce and S. McClain

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 Williams Campbell in a certain matter in controversy in our said Court depending: wherein James A. McClain is plaintiff, and Levi Campbell 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 28 day of June A.D. 1839.

James H. Gill Clerk.

Mr. Campbell
vs
J. A. McLain

Plea

Filed May 23. 1839
James H. Gill Clerk

Appellee Deft

William Campbell
ads
James A McPairs

Assumpsit.
In Union Common Pleas
April Term 1839

And the said Defendant comes and defends and says that he did not assume and promise in manner and form as the Plaintiff hath complained against him and of this he puts himself on the country

A Hall
Atty for Deft

Union Com Pleas

James A McLain
vs
William Campbell

nar

Filed May 16. 1839
James H. Gilbert

State of Ohio } } Union County Court of Com Pleas
Union County } ss } April term in the year 1839

James A. McLain Complains of William Campbell in a plea of Assumpsit for that whereas Merle Royce, John Turner and Constant Bacon Heretofore to wit on the 17. day of August in the year 1836 at the County aforesaid made their certain promisory note in writing bearing date the day and year aforesaid and then and there thereby promised to pay Sixty days after the date thereof to the said defendant or order the sum of Sixty dollars for value Received and then and there delivered the said promisory note to the said Defendant and the said Defendant to whom or to whose order the payment of the said sum of money in the said promisory note specified was to be made after the makeing of the said promisory note before the payment ~~xxx~~ of the said sum therein specified became due (to wit) on the 22nd day of August in the year aforesaid at the County aforesaid indorsed the said promisory note by which said Endorsement he the said Defendant then and there ordered and appointed the said sum of money in the said promisory note specified to be paid to said plaintiff and then and there delivered the said promisory note to the ~~said plaintiff~~ plaintiff so endorsed as aforesaid and the said plaintiff avers that afterwards when the said note became due according to the tenor and effect thereof (to wit) on the twenty eth day of October in the year 1836 at the County aforesaid the said promisory note was duly presented and shown to the said Makers, for payment thereof and payment thereof was duly demanded and required according to the tenor and effect of the said promisory But that neither the said Merle Royce John Turner and Constant Bacon nor either nor any of them nor any other person on their behalf did or would at the said time when the said promisory note was presented shown and demanded as aforesaid or at any time before or afterwards

pay the said sum of money therein specified or any part thereof but wholly neglected and refused so to do of all which said several premises the said defendant afterwards (to wit) on the day and year last aforesaid at the County aforesaid had notice by means whereof the said defendant then and there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified when he the said defendant should be thereunto afterwards requested and being so liable he the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and then and there further fully promised the said plaintiff to pay him the said sum of money in the said promissory note specified when he the said defendant should be thereunto afterwards requested

And ~~also~~ for that whereas the said defendants on the first day of November in the year 1836. at the County aforesaid was indebted to the plaintiff in the further sum of seventy dollars for the price and value of divers Horses Mares Cows and Mules by the said plaintiff before that time sold and delivered to the said defendant and at his special instance and request And in the further sum of seventy dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them

And for that whereas Merrle Royce John Turner and Constant Bacon heretofore (to wit) on the 17th day of August in the year 1836 at the County aforesaid made their certain promissory note in writing bearing date the day and year aforesd and thereby then and there promised to pay sixty days after the date thereof to the said defendant or order the sum of sixty dollars for value Received and then and there delivered the said promissory note to the said Defendant and the said Defendant to whom or to whose order order the payment of the said sum of money in the said promissory specified was to be made after the making of the said promissory note before the payment ~~thereof~~ of the said sum therein specified became due (to wit) on the 22nd of August in the year 1836 at the County aforesaid indorsed the said promissory note by which said indorsement he the said Defendant then and there ordered and appointed the said sum of money in the said promissory note specified to be paid to ~~[illegible]~~ one Sarah McLain and then and there delivered the said promissory note to the said Sarah so Endorsed as aforesaid Who then and there endorsed and delivered the said promissory note to the to the said plaintiff so endorsed as aforesaid and the said plaintiff Avers that afterwards when the said note become due according to the tenor and effect thereof (to wit) on the twentyeth day of october in the year 1836 at the County aforesaid the said promissory note was duly presented and shown to the said Makers for payment thereof and payment thereof was duly demanded and required according to the tenor and effect of the said promissory note But that the said Merrle Royce John Turner and ~~[illegible]~~ Constant Bacon Nor either or any of them Nor any other person on their behalf did or would at the time the said promissory note

Note was presented shown and demanded as aforesaid or at any time before or afterwards pay the said sum of money therein specified or any part thereof but wholly neglected so to do of all which said several premises the said Defendant afterwards (to wit) on the twenty fifth day of October 1836. at the County aforesaid had notice by means whereof the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified when he the said defendant should be thereunto afterwards requested and being so liable he the said Defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid then and there undertook and then and there faithfully promised the said Plaintiff to pay him the said sum of money in the said note specified when he the said Defendant should be thereunto afterwards requested and for that where as one Merle Royce John Turner and Constant Bacon on the 17th day of August in the year 1836 at the County of Union aforesaid made their promissory note in writing and thereby promised to pay to William Campbell or order sixty dollars in sixty days from date thereof which time has now elapsed and then and there delivered the said Note to the said William Campbell and the said William Campbell ~~then and there endorsed~~ on the 22nd of the month and year last aforesaid endorsed the same to Sarah McLain and the said Sarah then and there endorsed the same to the said J. A. McLain

and the said Plaintiff avers that said Roger Turner and Bacon did not pay the Amount thereof altho the same was there presented to, and demanded of them on the day when it became due of all which the said Defendant then and there had notice and whereas the said Defendant afterwards (to wit) on the first day of November in the year 1836 in Consideration of the premises then and there promised to pay the Amount of said note to the said Plaintiff on request yet he hath disregarded his Promises and hath not paid the said several sums of Money nor any part there of nor either of them to the damage of the Plaintiff Seventy five dollars and there upon he Brings Suit &c By R C Lawrence his atty

Union Com. Pleas

James A. McLain

vs } No 27

William Campbell

Judgt Damags	$ 69.88
costs	26.75
writ	.41
	97.04

Serv	35
Mil	5
Poundage	1,85
	$2,25

Filed May 20th 1840

J. H. Gill Ck

Recd Jany 21st 1840

Jany 23d Recd Rcpt for	$71.92¼
" " Recd for A. C. M. Rent	6.30
April 23d Recd 4 Rent amounting to	14.75
	92.97¼
Rent Salary	2.04½
	90.93

no more Money made

R Clark Shffy

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 31st day of October A. D. 1839 James A. McLain recovered against William Campbell

as well the sum of Sixty nine dollars and Eighty eight cents, for his damages, as the sum of $ 26.75 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 Campbell 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 Jas. A. 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 21st day of Jany A. D. 1840

ATTEST: Jas. H. Gill Clerk.

James A McLain
vs
Wm Campbell

praecipe for Ex

Filed Jany. 21. 1840
Jas. H. Gilbellr

James A McLain
vs
Wm Campbell

in Union Com Pleas
on Judgment
Oct term 1839

issue execution in this case that by levy and sale the said Judgment with its interest and costs may be made

W C Lawrence atty for plff

Civil/Domestic Case File

Case No. 1839-CV-0010

Clark Runion

v

Wm. Gatme

v

Jn Gatme

Sc

Filed Apl 25. 1839

Jas. H. Lee Clk

Cost bill made

Recorded

The State of Ohio,
Union County, } *ss.*

COMMON PLEAS, of the Term of
April 1859.

Clark Runyon Plaintiff in this suit, complains of John Gabriel & Melissa Gabriel Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendant on the 1 day of Oct. A. D. 1858 at the county aforesaid were indebted unto the plaintiff in the sum of Ten hundred dollars, for so much money before that time by the plaintiff 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 plaintiff to pay him 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 plaintiff but has wholly refused so to do and still do refuse. To the damage of the plaintiff One thousand dollars, and therefore he brings suit, &c.

By G. SWAN, his *Attorney.*

Union County

Clark Reemer

v

M Galmi

Mr Galmi Jr

Summs forthwith

to October Term

1838

Assumpsit

Serv	—	55
Mil	—	50
Copys	—	30
		1,35

Filed Oct 27. 1838

Jas H. Gile Clk

Served by delivering to each Defendants a certified Copy Oct 27th 1838

P. Clark, Sheriff

[illegible]

The State of Ohio
Union County ss } To the sheriff of the County of Union Greeting:

We command you to forthwith summon John Palmer and William Palmer jun to appear before the Honorable the Judges of the Court of Common Pleas of Union County at the court House in Marysville to answer unto Clark Plummer of a plea of Assumpsit & damages $1000 — And have then there this writ with your doings thereon. Witness James H. Gill Clerk of our said court at the court House in Marysville this 2nd day of October AD 1838 —

Jas. H. Gill Clerk

Union Com Pleas

Clark Runnion

vs

John Gabriel and

Mrs Gabriel Sr

Filed Oct 27. 1838

Jas H. Gillespie

Clark Freeman
vs.
John Gabriel
& Wm Gabriel Jun

Assumpsit

Issue a summons returnable forthwith – Damages $1000 – Endorse suit brought on a note given to Wm Cannon & Co or order since assigned to plaintiff – also for money had & received, goods sold & delivered, money paid laid out & expended to amount of $1000.

E. Miller
Atty for Plff

To the Clerk C. C. P.
Union Co.
Apl 27. 1838.

Union Com. Pleas

Clark Rummon

vs } No. 31

William Gabriel Jr
John Gabriel

Damages	$ 251.14
costs	7.66
writ	.41

Serv	55
Levy	35
Adv	1.87½
2 Bond	1.00
Mil	1.00
	$4.77½

Filed May 20th 1840
Jas. H. Gill Clk

4.77½
.41
4.18½ 12.84

Recd Feb 4th 1840 Issued on 25 Day of April ~~upon~~ in conjunction with an execution in favor of Hd Gillet upon the [illegible] of [illegible] advertised to sell on the 9th Day of May. [illegible] property to sale 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 25 day of April A. D. 1839 Clark Runnion recovered against William Gabriel Jr and John Gabriel as well the sum of Two hundred & fifty one dollars and fourteen 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 chattles, and for want thereof, of the lands and tenements of the said William Gabriel Jr & John Gabriel 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 Clark Runnion Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this fourth
day of February A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com. Pleas

Clark Runyon

vs } No 38

William Gabriel Sr

& John Gabriel

damages	$251.14
costs	7.66
Increase	12.13¼
Writ	.35

Cr by pltffs Receipts
Jany 22 1841. 41.58

Made in full Apl. 12.1841
W N Steele Sheff

Issue Apl 14.1841
Jas H [illegible]

page 17

Dam	278 87
costs	7 16
writ	35

Judgement May 19 1840

Recd this Execution Jany 21.1841

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 Wm Gabriel Jr and John Gabriel (to wit) Ten head of horses

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 Clark Runyon the sum of Two hundred & fifty one dollars & fourteen cents damages & the sum of $7.66 costs with interest thereon from the 25th day of April A. D. 1839 until paid. Also, $12.13 1/4 increase of costs, which late in our said Court the said Clark Runyon recovered against the said Wm Gabriel Jr & John Gabriel 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 Maryeville, on the first day of their next term, to render unto the said Runyon

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 May*

A. D. 1841.

James H. Gill Clerk.

Union Com. Pleas

Clark Runnion

vs 5

William Gabriel Jr &

John Gabriel

Damages	$251.10
Costs	7.66
Increase	5.18½
writ	.35
Serv	35
Mil	45
Adv	1,87½
Bond	50
	$3,37½

Filed Jul. 7. 1848

Jas. H. Gill Clk

Rec'd June 18th 1848
Advertised property to sell on the 6th day of
July offered property agreeable to advertisement
and found no Bidders

R. Clark Sheriff

The State of Ohio, Union County, ss,
To the Sheriff of said County Greeting;

WE command you to expose to sale those goods and chattels of William Gabriel Jr and John Gabriel (to wit) ten head of horses

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 Clark Runnion the sum of Two hundred and fifty one dollars & 14/100 damages and $7.66. costs with interest thereon from the 25th day of April A. D. 1839 until paid. Also, $ 5.18¼ increase of costs, which late in our said Court the said Clark Runnion recovered against the said William Gabriel and John Gabriel 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 Runnion

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* 16. *day of* June

A. D. 1840.

Jas. H. Gill Clerk.

Union Com. Pleas

Clark Rannion

vs } No. 20

Wm Gabriel Junr &

John Gabriel

damages	$ 251.14
Costs	7.66
Increase	8.90 3/4
writ	.35

Serv	— 55
Mil	— 45
Adv	— 187½
	$ 2,87½

Filed Oct 6. 1840

Jos. H. Gillett

Recd August 12th 1840 Advertised to sell on the 3d Day of October — Recd Plaintiffs order to stay proceedings for six weeks

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 Clark Runnion recovered against Wm Gabriel Jr and John Gabriel as well the sum of Two hundred and fifty one dollars and fourteen 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 chattles, ~~and for want thereof, of the lands and tenements~~ of the said Wm Gabriel Jr & John Gabriel which you hold under former Levy and which yet remains unsold as you have certified 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 $8.90 5/4 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 Runnion

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 Aug. A. D. 1840

ATTEST: James H. Gill Clerk

Cop.

Brunnell

v

W L J Eulon

Filed Apl 25. 1839

Jas H Gill clk

THE STATE OF OHIO,
Union County, } ss. April Term, 1839

And now Moses B. Corwin one of the Attorneys of this court appears in open court in behalf of the said William Gabriel & John Gabriel 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 Clark Runnen plaintiff has 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 hundred & fifty one dollars and fourteen cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendant.

Moses B. Corwin
Attorney for Defendants

Civil/Domestic Case File
Case No. 1839-CV-0011

No. 39-CV-11

Union Common Pleas Court.

Stephen A Spaen
Plaintiff,

AGAINST

Hugh Thompson
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
8 20

Journal 2 Page 130

Record No. 3 Page 249

Ex. Doc. 1 Page 135

Union Com. Pleas
Stephen A. Spain
vs
Hugh Thompson
Filed Apl 25. 1839
Jas H Gise clk

Stephen Albert Spain vs Hugh Thompson } debt $96. bill of particulars filed

Jan 31st AD 1839 summons issued directed to any Constable of the Township of Allen returnable on the 9th of Feb next at eleven o clock A.M.

Feb 8th summons returned served by reading Feb 5th 1839

fees travel 4m	20
servis	10

Levi Wells constable

February 9th 1839 - 11 o clock AM partys appeared trial had John Epps E.W. Emery and William Holycross sworn and examined for Plantiff and William Burrough was sworn and examined for defendant

and I do find that the defendant owes the plantiff	$ 10
that the defendant is intitled to an allowance of	4
leaving a ballance due the plantiff of	6

It is therefore considered by me that the plantiff recover of the defendant the sum of six dollars with his costs herein taxed at two dollars and thirty nine cents Feb 9th execution issued

Feb 18th the defendant appeared and entered bail for an appeal as follows In the action of Stephen A Spain against Hugh Thompson I Elijah Burrough acknowledge myself bail for the appelant in the sum of fifty dollars to be levyed of my goods and chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation mony and costs that have accrued or may accrue in the court court of common pleas Elijah Burrough

signed and acknowledg before me this 18th of Feb AD 1839 H. A. Williams J P

The Stat of Ohio Union County Allen Township

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

H. A. Williams J P of the aforesaid Town

Justice costs

summons	12½
subpoena for 3,	18
swearing witn	4
judgment	25
constable cost	30
witness	$1.50
Defendant cost	.66

Union Com. Pleas

Stephen A. Spain
vs
Hugh Thompson
Declaration

Filed May 13th. 1839
Jas H. Lee Clk

Copy

State of Ohio } Union Common Pleas April Term 1839
Union County } ss

Stephen A. Spain complains of Hugh Thompson in a plea of assumpsit for that whereas the said Hugh on the 1st day of January in the year one thousand eight hundred and thirty nine at the County of Union was indebted to the plaintiff in the sum of ninety six dollars thirty three cents Thirty eight dollars of said sum being for the price and value of one mare and two calves sold by Plaintiff to Deft and fifty eight dollars 33/100 for seven months work done by Plaintiff for Deft at the agreed price of Eight dollars & 33/100 per month and also for that whereas the said Hugh Thompson on the 1st day of Sept A.D. 1839 at the County aforesaid was indebted to the plaintiff in the further sum of ninety six dollars 33/100 for the price and value of divers and sundry other lots of goods & chattels then and there bargained and sold by Plaintiff to Defendant at his request — And for that whereas the deft on the day and year last aforesaid at the County aforesaid was indebted to the Plaintiff in the further sum of ninety six dollars 33/100 for the price and value of work and labor done by the Plaintiff for the Deft at his request and whereas the Defendant on the 1st day of Feb. 1839 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 one hundred dollars and thereupon he sues &c

By P. B. Cole his atty

True copy
J. H. Gill Clk

Stephen A Spain

vs

Hugh Thomson } Declaration

Filed May 13th 1838

James H. Gill Clerk

Certificate made

State of Ohio } Union Common pleas April Term AD 1839
Union County ss }

Stephen A Spaid Complains of Hugh Thompson in a plea of assumpsit for that whereas the said Hugh on the 1st day of January in the year one thousand Eight hundred and thirty nine at the County of Union was indebted to the plaintiff in the sum of Ninety Six dollars thirty three cents Thirty Eight dollars of said sum being for the price & value of One mare & two Calves sold by Pltff to Deft & fifty Eight dollars 33/100 for Seven months work done by plaintiff for Deft - at the agreed price of Eight dollars & 33/100 per month And also for that whereas the ~~Deft~~ said Hugh Thompson on the 1st day of Jan - AD 1839 at the County aforesaid was indebted to the plaintiff in the further sum of ninety Six dollars 33/100 for the price and value of divers and sundry other lots of goods & chattels then & there bargained and sold by plaintiff to defendant at his request And for that whereas the Deft on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of Ninety Six dollars 33/100 for the price and value of work & labor done by the plaintiff for the Deft at his request And whereas the Deft on the 1st day of Feb - 1839 in Consideration of the premises then & 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 One hundred dollars & therefore he sues &c

By O B Cole his atty

Union Com. Pleas

Stephen A. Spain
vs } Praecipe
Hugh Thompson

Filed May 29. 1839
James H. Smith

Stephen A Spain
vs
Hugh Thomson } The clerk will issue a subpoena for E W Cravy Wm Epps William Holycross Elbert Holyt & Abram Holyt witnesses for plaintiff

May 29th 1829

To the Clerk of Marion Com pleas   JB Cole pltffs atty

Comon Com Pleas

Hugh Thompson
vs
Albert Spain

Plea

Filed May 23a 1839

James H. Gill clk

Union Com Pleas April Term 1849

Hugh Thompson
ads
~~Stephen~~
Albert Spain

In assumpsit

And the said Hugh comes and defends &c and says that he did not assume and promise in manner and form as the said Albert hath declared against him and of this he puts himself upon the County and the plaintiff doth the same

By W C Lawrence his atty

The plaintiff will 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 him in the sum of one hundred dollars for the price and value of Divers articles of goods, wares, Horses cattle and sheep before that time bargained and sold by deft to plaintiff at his request and also in the sum of one hundred dollars for work before that time done and material for the same provided by Deft for the plaintiff at his request and also in the further sum of 200$ for money found to be due from the to Deft on an account then and there stated between them And that the Defendant will set off on said trial of said several sums as shall equal the demand of the plaintiff on defendant and ask and take a Judgement against the plaintiff for the balance of said several sums not so discharged as aforesaid

W C Lawrence
atty Deft

Hugh Thompson To

Stephen A Spain Dr.

to ~~Months & Labor~~ 7. Months work & Labor -- $ 58.33
to 1 Mare -- 30 00
To 2 Calves 8.00
Jan. 9th 1839

Hugh Thompson
ads
S A Spain

Precipe for witness

Hugh Thompson
ads
Stephen L Shain

at issue

issue Subpoenas for Bro Burroughs And William Burroughs to appear as witnesses in this cause on behalf of Defendant

By W Lawrence atty

Union Comn Pleas

Hugh Thompson

ads } Sub

Stephen A. Skinner

Serve — 25

Mil — 30

Copys — 32

87

Filed July 8. 1839

James H. Gill Clk

Served by Copy R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Ira Burrows and William Burrows

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 Hugh Thompson in a certain matter in controversy in our said Court depending: wherein Stephen A. Spain is plaintiff, and Iain Thompson 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 1st day of July A.D. 1839.

James H. Gill Clerk.

Union Com. Pleas

Stephen A. Spain
vs } Subpoenas
Hugh Thompson

Serv	62½
Mil	55
	1,17½

Filed July 8. 1839
James H. Gill Clk

Served by Reading to J Epps Wm Holycross Abraham Holycross & E. W. Craig. Albert Holycross not found R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon E. M. Crosby John Epps William Holycrop Elbert Holycross Abram Holycrop 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 speak on behalf of Stephen A. Spain in a matter in said Court pending wherein said Spain is Plaintiff and Hugh Thompson and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 29th day 1839

James H. Gill clerk

Filed July 13th 1839
Jas H. Gill Clk

Thomas Briggs Cor

J. A. Spain Dr to

H. Thompson

on act		5.00$
to amt of note of hand		0 04
to amt Single Bill under seal		8 00
		13,04$

S A Spain
vs
Hugh Thompson

praecipe
for execution

Stephen A Spain vs Hugh Thompson } Court of Com pleas July Term 1839 Marion County Ohio

The Clerk will issue an Execution Fi Fa in the above case

P B Cole Plffs Attorney

July 16th 1839

Albert
Spain
note $4

Due Hugh Thompson Four Dollars payable in Labor

Allen Township Union Co. O. Dec 22 1838

Witness
E. W. Crampe

his
Albert + Spain
mark

A C Spain
receipt

Recd of Hugh Thompson a Grey Horse
in full of all demands of Whatsoever name or
nature Allen Township Union Co. O. Dec 22 1838

Witness
E. W. Bragg

his
Albert + Spain
mark

Union Com. Pleas

Stephen A Spain
vs
Hugh Thompson

damages	$ 8.00
costs	35. 12
writ	41

Filed Nov. 1. 1839
James H. Gill Clk

No 21

Recd July 18th 1839
Oct 30th Recd $40,00 money made
R Clark Sheriff

Recd of the Sheriff the full of the debt and Jury fee in this case Edward S Spain for Stephen A Spain

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 18th day of July A. D. 1839 Stephen A. Spain recovered against Hugh Thompson

_____ as well the sum of Eight dollars and _____ cents, for his damages, as the sum of $ 35.12 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 Hugh Thompson you cause to be made the damages and costs aforesaid, with interest thereon from the 18th day o 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 A. Spain 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 18th
day of July A. D. 1839

ATTEST: James H. Gill Clerk

Civil/Domestic Case File

Case No. 1839-CV-0012

No. 39-cv-12

Union Common Pleas Court.

John D. Pollock
Plaintiff,

AGAINST

Levi Lyon
Defendant.

JUL TERM, 1840

JUDGMENT VS DEFENDANT

$54 54

Journal 2 Page 238

Record No. 3 Page 392

Ex. Doc. 1 Page 190

[L.S.] State of Ohio Union County Ss
I Andrew Keyes a Justice of the peace within and for said County and for the township of Union do hereby certify that the within is a true copy from my docket of the proceedings and Judgment in the within case
Given Under my hand and seal this 24 day of April 1839
Andrew Keyes Justice of the peace

Union Com Pleas
John D Pollock
vs } Transcript
Levi Lyon
Filed Apl 25. 1839
Jas. H. Lee Clk

F

John D Pollock
VS
Levi Lyon

amount of Judgment	$60	.00
summons issued		12½
supoena for 2 witnesses		16
swearing 5 witnesses		20
fees of 5 witnesses	2	50
Const fees		15
Docket entry		25
plantiffs costs	3	38½
Defendants costs		
supoena for 2 witnesses		16
swearing 6 witnesses		24
fees for 7 witnesses	3	50
whole amount of defendants costs	3	90
Recognizance		25
transcript	4	15
		31½
	4	46½

Action of debt for ninety nine dollars on the sale of a horse as per bill of Particulars filed Dec. 27th Summons issued and delivered to James Riddle Const. for the appearance of the defendant on the 5th day of Jan. 1839 at 11 O clock A.M at the instance of the plantiff a supoena issued for the appearance of Ingham Wood and Joseph Murphey as witnesses Dec. 29 at the instance of Defendant a supoena Issued Roger S Burnham Frederick Pathermore Defendant returned his supoena duly served by himself fees .16 cts Plantiff returned his supona duly served by himself fees .16 cts Jan. 5 Constable James Riddle returned summons duly served by reading on the 29th of Jan. fees .15 cts J Riddle Const. Jan. the 5th 11 O clock A.M The parties attended and Daniel Coarsey Thomas Dawson Stephen Dizard Ingham Wood & Joseph Murphey were sworn and examined as witnesses on the part of the plantiff & Frederick Pathermore Benjamin Lyon Stephen Buckman Philo Burnham Asahel D Woodworth and Elias Topliff were sworn and examined as witnesses on the part of the defendant and trial was had and Judgment was postponed till saturday the 12th of Jan. at 9 o clock P.M 1839 Jan. 12th at 9 O clock A.M having had the above cause under consideration since Jan 5th it is considered by me that Judgment be rendered against said Defendant Levi Lyon for the sum of Sixty dollars and the plantiffs costs of suit herein taxed at three dollars thirty eight cents

Jan. the 18th the defendant came gave notice that he would take an appeal to the court of Common pleas and entered into recognizance accordingly

or any or either of them or any part thereof to the said John altho often requested so to do. But the said Levi to pay him the same hath hitherto wholly neglected and refused and still doth neglect and refuse to the damage of the said John / Seventy five dollars and therefore he Brings suit &c

By W. C. Lawrence his

atty

Union Com Pleas

John D. Pollock
vs
Levi Lyon

Nar

Filed May 15. 1839
James H. Gillett

Recorded

Union County Ss Union Com Pleas April Term 1839

John D Pollock Complains of Levi Lyon in a plea of assumpsit for that whereas the said Levi on on the 26th day of December in the year 1838 at the County aforesaid was indebted to the said John in the sum of fifty dollars lawful money for a horse ~~bargained and sold~~ by the said John before that time Bargained and sold to the said Levi and at his special instance and request and being so indebted he the said Levi in consideration thereof afterwards (to wit) on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised to pay him the said John the said sum of money when he the said Levi should be thereunto afterwards requested

~~And also for that whereas the said Levi~~

And whereas also the said Levi on the day and year aforesaid at the County aforesaid was indebted to the said John in the further sum of fifty dollars for horse meat stabling cars and attendance by the said John before that time found provided and bestowed for in aid about the feeding and keeping divers Horses Mares and Geldings of the said Levi and at his special instance and request and being so indebted he the said Levi in consideration thereof afterwards (to wit) on the day and year last aforesaid at the County aforesaid undertook and then and there faithfully promised the said John to pay him the said last mentioned sum of money when he the said Levi should be thereunto afterwards requested

Nevertheless the said Levi Lyon not regarding his said several promises and undertakings but craftily contriving and fraudulently intending to deceive and defraud the said John has not as yet paid the said several sums of money

John D Bollock

Levi Lyon

Served by reading
R Clark Sheriff

Fees — 25
Milage — 5
30

Filed July 12, 1839
Jas. H. Gill Clk

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Wm Orders & Daniel Cooksey ——— 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~~ To testify & the truth to say in a certain matter pending wherein John D Pollock is pltff & Levi Lyon Defendant & this ~~in a plea of~~ ~~Damages~~ ~~Dollars~~ 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 SAID COURT, at the Court House aforesaid, this 12th day of July A.D. 1839

Jas. H. Gill — CLERK.

per W Steele

Union Com. Pleas

Levi Lyon
vs
John D. Pollock

Serv —— 12½
Met —— 50
62½

Filed July 8. 1839
James H. Lee Clk

Served by reading [illegible] Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Joseph Murphy

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 Levi Lyons in a certain matter in controversy in our said Court depending: wherein John D. Pollock is plaintiff, and Levi Lyons 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 2nd day of July A.D. 1839.

James H. Gill Clerk.

Arrow Com. Pleas

Levi Lyon

adv

John D. Pollock

Filed June 1st 1839

James H. Gill Clk

Levi Lyon }
Adm Lucas Kollo Ok } Union Com-pleas April Term 1839
Issue a suppoene for A A Williams
Frederick Parthemer A A Woodworth
Benjamin Lyon Stephen Buckman Elias
Topliff Philo Burnham defendants
witnesses in the above case [illegible] defts atty
June 1st 1839

Union Com Pl Cos

Levi Lyon
ads
John D. Pollock

Filed June 24. 1839
James H. Gill Clk

Levi Lyon } Summit Com pleas
vs }
John W. Pollock } Issue a subpoena for Joseph Murphy
witness for Defendant in this case

June 24th 1839 P. B. Cole atty

To the Clerk of the court of Com pleas for Deft

Union Com. Pleas

Levi Lyon Jr.

ads } Sale

John D. Pollock

Serv	12½
Mil	50
	62½

Filed July 8. 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 Samuel Coulter

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 Levi Lyon in a certain matter in controversy in our said Court depending: wherein John D. Pallock is plaintiff, and Levi Lyon 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* 6th *day of* July *A. D.* 1839

James H. Gill *Clerk.*

Union Com Pleas

John D. Pallock
vs } Sub
Levi Lyon

Ser	75
Copys	32
Mil	125
	2,32
	2 3 2

Filed July 8. 1839
James H. Gill Clk

Served by reading to Moore Ward Difert and Murphy and by Copy to J Dawson & J Dawson
R Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Joseph Murphy Richard Woods Thomas Dawson Stephen Dysert John Dawson William Moore

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 D. Pollock in a certain matter in controversy in our said Court depending: wherein Sam Pollock is plaintiff, and Levi Lyon 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 26 day of June A.D. 1837.

Jas. H. Gill Clerk.

Union Com: Pleas

John D. Pollock

vs

Levi Lyon

motion for new trial

Filed July 15th 1839

James H. Gill Clk

7.25
2.20
14.45
7.84x

5.25
7.84x
13.12½

13½
8/3
4½
108
1.12½

John G Pollock } Union Com Pleas
vs } on verdict for defts
Levi Lyon

Plaintiff moves the court a new trial
1st because the Court erred in arresting evidence from the Jury which was proper on the issue between the parties
2nd because the court erred in charging the Jury upon the law of the case in this that plaintiff could not prove the sale of a horse to deft and delivery thereof when the horse was subsequently taken back by plaintiff to try if said horse were well or should become sick to be returned to defendant on the first contract under the common counts
3rd Because the Court ruled that under the common counts the expenses of keeping a horse could not be recovered after a time and place specified for delivery and tender and refusal

4. because the verdict was contrary to law and evidence

5 because the case was not permitted to go to the Jury as it should and ought

J B Lawrence atty
for Pltff

Union Common Pleas

Levi Lyon
vs
John D Pollock

Filed May 23. 1839
Jas. H. Gillespie

Levi Lyon
vs

Levi Lyon } Union County Court of Com. pleas April Term 1839
John D. Pollock } In assumpsit

— And the said Levi Lyon Comes & defends &c and says that he did not assume and promise in manner and form as the said John D. Pollock hath declared against him and of this he puts himself upon the country and the said John D. Pollock doth the like

T. B. Cooke Atty for Deft

Levi Lyon
a as
John D Pollock } Union Com Pleas for July Term A D 1840

The clerk will issue a subpoena for Andrew Robbs Alanzo Burnin Caleb Clark — in a seperate subpoena F. Parthenia B. Lyon Philo Burnham E. Topliff witnesses for Deft
June 26th 1840

By F B Cole his atty

Union Com: Plea

Levi Lyon

adts } Sub

John D. Pollock

Serv — 37½

Copy — 12½

Mil — 50

$1.00

Filed Jul. 7. 1840

Jas. H. Gill Clk

Served by Reading to Kelly & giving Copy to [illegible] Dunn & [illegible]

[illegible] Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Andrew Rolls Alonzo Durrin and Caleb Clark

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 Levi Lyons in a certain matter in controversy in our said Court depending: wherein John D Pollock is plaintiff, and said Lyons 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 26 day of June A.D. 1840.

James H. Gill Clerk.

Union Com Pleas

Levi Lyon
ads
John D. Pollock

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon A. A. Williams Frederick Parkemore A. A. Woodworth Benjamin Lyon Stephen Buckman Elias Topliff Philo Burnham 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 June to testify and the truth to speak on behalf of Levi Lyon in a matter in said Court pending wherein John D. Pollock is Plaintiff and said Lyon 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 of Common Pleas in and for the County aforesaid this first day of June A.D. 1839

James H. Gill Clerk

Union Com. Pleas

John. D. Pollock

vs } sub

Levi. Lion.

Serv'd	——	12½
Copy	——	12½
Mil	——	50
		75

Filed July 7. 1840

Jas H. Gill Clk

Serv'd by Copy R. Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Azn. Burress

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 Levi Lion in a certain matter in controversy in our said Court depending: wherein John D. Pollock is plaintiff, and Levi Lion 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 30th day of June A.D. 1840.

Ja. H. Gill *Clerk.*

To the Clerk of the Court of Common Pleas of Union County

Deposition of Daniel Cookrey

John D. Pollock vs L. Lyon
Filed July 1. 1840
James H. Lee Clk

Opened at request of Mr. Lawrence
July 6th 1840
Ja. H. Lee Clk

Union Com Pleas

Levi Lyon

ads } Sub

John D. Pollock

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Andrew Rowles

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 Levi Lyon in a certain matter in controversy in our said Court depending: wherein John D. Pollock is plaintiff, and Saill Lyon is defendant. And this ~~the~~ 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* 12th *day of* July *A. D.* 1839.

Jas H Gill *Clerk.*

The original Bill of Particulars I have lost the following is about the the amount of the original Bill as appeared before me. Levi Lyon to ~~Alexander~~ John O Pollock Dr to keeping a horse from July 14th 1838 till Jan. 5th 1839 and the first payment which was due on the 25th day of December amount of payment $50.00 keeping five months $20.00 amounting to the sum of in full — — $70.00

April 24th 1839 Andrew Pryer J P

I acknowledge Receiving

June 22nd 1840 [illegible] atty)

John D Pollock
vs
Levi Lyon

Mon Common Pleas
for July term 1840

The Deft or his counsel will take notice that Depositions will be taken by plaintiff to be read in evidence on the trial of the above cause before Wm Audas J.P. at his office in Rush Township Champaign County Ohio on monday the 29th inst between 6 O Clock A M. and 9 P M of said day attend and cross examine

John D Pollock
June 13. 1840

Levi Lyon or
P B Cole his atty

Union Com Pleas

John D. Pollock

vs } Sub

Levi Lyon

Serv ——— 1 8 1/2
Copys ——— 62 1/2
Mil ——— 2,55

$ 4.17 1/2

Filed July 7, 1840
Jas. H. Gill Clk

4.17 1/2
.75
1.00

5.92 1/2

Served by reading to T. Hood & by Copy
of J. Sanderson & Henry Murphy & by
left at Cummings
Deft D. Sanford not found
H. C. Cummings Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Ingham Wood Joseph Murphy Thomas Dawson Stephen Grant William Moore John Dawson & Alex Cummings & Wm Hordas

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of John D. Pollock in a certain matter in controversy in our said Court depending: wherein Saia Pollock is plaintiff, and Levi Lyon 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* 12 *day of* July A. D. 1840

Jas. H. Gill *Clerk.*

I D Pollock
vs
Levi Lyon
Bail Bond

In the action of John D Pollock against Levi Lyon I Oliver C. Kennady acknowledge myself bail for Levi Lyon in the sum of one hundred and twenty dollars to be ~~paid~~ levied of my goods chattels lands and tenements in case the said Levi Lyon shal 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 and acknowledged this 18th day of Jan. 1839 A Reyer J P

Levi Lyon

Oliver, C, Kennady

Union. Com. Pleas

Levi. Lyon

vs. } Precipe

John. D. Pollock

Filed June 30th 40

Jas. W. Gile Clk

Levi Lyon
ads
John B Pollock } McLean Com Pleas for July Term
A D 1840

Issue a subpoena for ~~Azo~~ Burress witness for Deft

June 30th 1840

P B Cole Defts atty

To J H Gill Clerk

Fee. Bill.

Justices fees for taking Deposition. 95 cents
Witness: fees. Daniel Cooksey. — 50 cents

Union Com. Pleas

John D. Pollock

vs } precipe

Levi Lyon

Filed July 20. 1840

Jas H. Gill Clerk

John A Pollock
vs
Levi Lyon

Union Com Pleas for July term
1848

Issue Subpoenas for Ingham Wood
Joseph Murphy Thomas Danson Stephen Dysert Wm Moore

witnesses on behalf of Plff on the
above trial
(Clk Com Pleas)

W B Lawrence atty for Plff

Issue writs on all the indictments. not otherwise disposed of

J. B. Cole pros atty

James [illegible] Clerk

Jany 18th 1841.

Rec'd August 5th 1840 no goods found
August 21st levied upon 64 acres of Land in
Survey No 8523 being that part that L Lyon
now resides upon, purchased by him of James
Snodgrass and Appraised the same by the oaths
of Alonzo Cudick John Jenkins & John R McDonel
at thirteen dollars fifty cents pr acre and
Advertised the same to sale on the 6th day
of October offered property agreeable to Advertise-
ment and found no bidders R Clark Sheriff

Union Com. Pleas

John D. Pollock
vs } No. 13
Levi Lyon

damages	$54.54
Plffs costs	32.75
Defts costs	57.87
writ	.41

Serv	35
Coll Inquest	1.00
Levy	3.5
Pr Adv	2.00
Wr Adv	2.25
Mil	60
Apr fee	1.50
	$8,05

Filed Oct 6. 1840
Jas. H. Gee 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 7th day of July A. D. 1840 John D. Pollock recovered against Levi Lyon as well the sum of Fifty four dollars and fifty four cents, for his damages, as the sum of $32.75 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 Lyon you cause to be made the damages and costs aforesaid, with interest thereon from the 7th day of July A. D. 1840, until paid. Also the sum of $57.87 the costs of ~~replevin~~ 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 John D. Pollock 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 5th
day of August A. D. 1840

ATTEST: James H. Gill Clerk.

Union Common Pleas

John D. Pollock

vs } No. 8.

Levi Lyon

damages	$54.54
Pltff's costs	32.75
Defts costs	59.87
Increase	8.46
writ	.35

Filed April 10. 1841

Jas H. Grubb Clk

Service	.35
Advertising	1.75
	2 00

1350
3/2700
2700

appraised at 13.50 per acre

Page 10

Rec'd this Execution March 10 1841 Advertised property to be offered April 10. 1841, & not sold for want of bidders
[illegible] Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Seventh day of July A. D., 1840 John D. Pollock

recovered against Levi Lyon

as well the sum of fifty four dollars and fifty four cents, for his damages, as the sum of $ 32.75 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 Levi Lyon which you hold by virtue of a levy heretofore made and which yet remain unsold as you certify on said Court

you cause to be made the damages and costs aforesaid, with interest thereon from the Seventh day of July A. D., 1840, until paid. Also, the sum of $ 8.46 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John D. Pollock together with $59.81 costs made by the said Levi Lyon & its interest

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 tenth day of March A. D., 1841

Attest: Jas H. Gill CLERK.

Ex Docket No. 1 Page 10

John D. Pollock

v

Levi Lyon

Damages	$54.54
Pltfs costs	32.75
Dfts costs	57.87
Interest	10.87
Writ	.40

Recd this writ July 22. 1842
Ordered to return this
Execution by John D
Pollock July 26. 1842
W M Stuck Sheff

Serv .35
Mile .35
Adv 1.00
Filed July 29. 1842
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 7th day of July A. D., 1840 John D. Pollock

recovered against Levi Lyon

as well the sum of Fifty four dollars and fifty four cents, for his damages, as the sum of $ 32.,75 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 Lyon heretofore levied & not sold as you have certified. (having the same reappraised)

you cause to be made the damages and cost aforesaid with interest thereon from the 7th day of July A. D., 1840, until paid. Also, the sum of $10.87 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 John D. Pollock

also Lyons costs $59.87

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., 1842

Attest: James H. Gill CLERK.

190

John D. Pollack
vs
Levi Lyon

Damages.	$54.54
Costs	92.62
Int from July 7/40 –	
Increase cost	8.46
Int from Oct 6/40	
Increase costs	2.51
Int from April 10/41.	
Increase costs –	2.11
Int from July 26/42.	
Costs on Scire Facias	3.32
Int from Nov. 24/49.	
Writs	.41

Cr July 7/40	23.55
" May 21. 42	74.75
" Oct 31. "	13.75
" Febry 3. 43 –	10.00
" July 17. 43 –	6.75

Recorded
Filed May 28 1850
James Kinkade pcMR

Allison & Curry Pltffs
Attys

Received this January 11th 1850
made on the within March 22nd 1850
fifteen dollars and thirty seven cents.
made on the within April 27. 1850 by receipts and interest thereon ten dollars & seventy three cents. by cash nine dollars & seven cents. further proceedings stayed by order of John Cassil.

Fees = Mileage 15
Service 35
Poundage 48

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:
Whereas John D. Pollock on the 7th day of July AD 1840 in our Court of Common Pleas within and for the County of Union and by the judgment of the same Court, recovered against Levi Lyon. Fifty four dollars and fifty four cents damages and Ninety two dollars and Sixty two cents costs of suit, and whereas afterwards, upon our Certain Writ of Scire Facias in that behalf lawfully, on the 24th day of November AD 1849 by the judgment of the same Court it was considered that the said John D. Pollock have his Execution against the said Levi Lyon for the Damages and Costs aforesaid and that the said John D Pollock recover against the said Levi Lyon his Costs in that behalf expended taxed to $ 3,32 whereof the said Levi Lyon is Convicted as appears to us of record, Therefore We Command you that of the goods and Chattels, and for want thereof then of the Lands and Tenements of the said Levi Lyon you cause to be made the Damages and Costs aforesaid, with interest thereon until paid, together with the further sum of $ 13,08 Costs of increase, and also the costs that may accrue; and have you the said Moneys, before our said Court of Common Pleas, at their next term to render &c. and have you then there this writ.

Witness James Kirkade Jr Clerk of said Court of Common Pleas, at Marysville this 11th day of January AD 1850.

James Kirkade Jr Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0013

No. 39-cv-13

Union Common Pleas Court.

George Hensel
Plaintiff,

AGAINST

Alvin Randall,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$50 00

Journal 2 Page 189
Record No. 3 Page 386
Ex. Doc. 1 Page 194

Union Com. Pleas

George Hensell
vs } Transcript
Alvan F. Randall

Filed April 25. 1839
James H. Gilloch

Transcript
appeal Case
from C Myers J P
Docket

Filed Apl 25. 1839
James H. Gill clk

George Hensel } Assumpsit
vs
Damages $50.00
Alvin Randall } April 1838

This Suit is brought to recover for services rendered by the plaintiff to & for the defendant at his request on the sale of the Defts land and for work and labor rendered by the plaintiff to & for the defendant at his request. $50.00

Copy of Plaintiffs Bill of particulars

Justice fees $2.03
Const Do. $3.10
witness Do. $7.00
appeal Bond 25
Transcript 3 1/4
12.38

April 2nd 1839 Summons issued to D. Duvall const; returned served by reading mileage 10 & serving 10 cents at the request of Plaintiff subpoenas issued for John Mc. Campbell Joseph Layman Mylo Skinner John Piersol David Hill Wm. C. Moore & Sarah Moore; const made return of pltffs subpns served on all by reading mileage 50 cents serving 70 cents at the request of Defendant subpoenas issued for Wm Shelpman Hannah Shelpman Elijah Skinner Emily Skinner Samuel Harriott Abram Demer John Nash Ebenezer Harriott & Olive Kent, also for Plaintiff Aron Gillet & Stull Mathews const returned Defendants subpoenas on all by reading Mileage $1.10 serving 60 cents

April 9th 1839 The parties attended and being ready for trial after hearing the proofs and allegations of the parties it is adjudged that the plaintiff become nonsuited therefore it is adjudged that the Plaintiff pay the costs of suit except 3 witnesses called by defendant and not examined

Costs of suit taxed at $12.13

In the action of George Hensel against Alvin Randall I Daniel Duvall acknowledge myself bail for the appellant

in the sum of Fifty Dollars to be levied of my goods and chattels lands and tenements in case the appellant shall be condemned in the action aforesaid 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 before me on the 16th day of April 1839 — Signed Daniel Duvall

Christian Myers, Justice of the peace

State of Ohio }
Union County } ss I Christian Myers a justice of the peace in and for the Township of Millcreek in the County and State aforesaid do hereby certify that the within is a correct transcript in substance of the proceedings & judgement in the cause before me — —

Given under my hand and seal this 16th day of April AD 1839

Christian Myers (Seal)

Union Comm. Pleas

George Thursell
vs.
Alvin Randall

Mar.
Filed Apl 26. 1839
James H. Lice clk

Union County. ss. Com. Pleas April Term 1839.

George Thensell by Powell his attorney complains of Alvin Randall of a plea of assumpsit for that whereas the sd Randall on the first day of February 1839 at Union County aforesd was indebted to the sd Thensell in the sum fifty dollars for the work & labor, care & diligence of the sd Thensell before that time done & performed by the sd Thensell to & for the sd Randall at his request. and being so indebted he the sd Randall in consideration thereof afterwards, to wit, on the same day & year last aforesd at Union County aforesd, undertook & promised to pay the sd sum of fifty dollars to the sd Thensell when he should be thereto afterwards requested. Yet the sd Randall though often requested so to do has not as yet paid the said sum of fifty dollars or any part thereof, but has wholly neglected & refused so to do, to the damage of the sd Thensell sixty dollars, therefore he sues &c

J. W. Powell Atty for Pltff.

Union Com Pleas

George Hensell

vs } Sub

Abram Randall

Serv	50
Mil	60
Copys	32
	1,42

Filed July 8. 1839

James H. Gee Clk

11.99 108/111

Served by Reading to J. Roysal and Aline Hunt and by Copy to Mira & Hannah Shellman

R Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON William Shelpman Hannah Shelpman Oliver Hunt and John Pearsal

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~~ third day of next Term, to testify and the truth to speak on behalf of Alvan Randall in a certain matter in controversy in our said Court depending: wherein George Hounsell is plaintiff, and Saill Randall 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 26 day of June A.D. 1839.

James H. Gill Clerk.

Oct. Term 1839

George Hensell
vs
A. Rundall

} appeal

Issue subpoena returnable to the next term for Ise Holmes Wm C. Moore and ~~Sarah Moore~~ his wife David Hill, John Piersol, Aaron Gillett

&

J. O. Powell Plffs atty

Union Com. Pleas

George Hensall

vs

Alvan Randall

Filed March 2. 1840

James H. Gill Clerk

George Knufel vs Alvin Randal } Union Com Pleas to May Term

Clerk will issue subpoena for Wm C Moore & Wife John Reagal David Hill Aaron Gillet Jesse Hames & R Clark as Witnesses in the above case

George Gourd

George Hensel
vs
Alvan Randall

Supena

Serv 12½
Mil 50
,62½

Filed May 4th 1840
Jn. H. Gill Clk

Serv'd by Reading
R Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON John Piersol

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 Alvah Randall in a certain matter in controversy in our said Court depending: wherein George Hensell is plaintiff, and Alvan Randall defendant. And this ~~the~~ 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 27th day of March A.D. 1840

Ja. H. Gill *Clerk.*

Union Com Pleas

Alvan Randall

ads

Sub

George Hensell

Sew	50
Copy	12½
Mil	65
	$1,27½

Filed oct 28. 1839

James H. Gill Clerk

14c
62x
140
4.72

Served by Reading to M Shilpman H Shilpman and D Hill and by Copy to J Pearsol

R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON William Shelpman Jr Hannah Shelpman John Pierson & David Hill

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 Alvan Randall in a certain matter in controversy in our said Court depending: wherein ~~Levi Randall~~ George Hensell is plaintiff, and Levi Randall is defendant. And this ~~day~~ 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 14th day of October A.D. 1839.

James H. Gill Clerk.

Union Com. Pleas

Alvan Randall

ads } Sale

George Hansell

Serv — 50

Copys — 30

Mil — 60

1,40

Filed May 4th 1860

Ja. H. Lile Clk

Served by Reading to Alvin Hunt & J Harris and by Copy to D. Hill & J Hill

Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Olive Kent David Hill, Samuel Harriott & Justice Hill

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 ~~George~~ Alvan Randall in a certain matter in controversy in our said Court depending: wherein George Hensell is plaintiff, and said Randall 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 11th day of April A.D. 1840

James H. Gill Clerk.

George Wessel } Union Common Pleas
vs } The Defendant will take
Alvan Randal } Notice that the Depositions
of ~~[illegible]~~ Sarah Moore & others will
be taken by the Plaintiff to be Read on
the trial of this case at the house of
William C. Moore in the Town of Harmony
in the County of Clark & State of Ohio
Before Competent Authority between the
hours of Six o'clock A. M. and Nine o'clock
P. M. on the 15th day of of May AD 1840
May 2nd. AD 1840

George Wessel

Union Common Pleas

George Hensell
vs } Sub—
Alvan? Randall

Serv —— 62½
Mil —— 50
1,12½

Filed July 12. 1839
James H. Gill Clk

1.67½
1.62½
4.42½

Served by Reading
th Clerk — Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON William C. Moore and his wife Jesse Holmes. David Hill. John Parsell

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 third day of next Term, to testify and the truth to speak on behalf of George Hensell in a certain matter in controversy in our said Court depending: wherein Saie Hensell is plaintiff, and Alvan Randall & 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 29th day of June A.D. 1839.

James H. Gill Clerk.

George Hensell
vs
Alvan Randall

Depositions to be read in evidence in said case

Filed Dec. 2. 1839
James H. Gill Clk

Union Com. Pleas

Alvan Randall

ads

George Hansell

Filed June 24. 1839

James H. Gee Clk

Alvan Randall } In common plea
aas
George Hensel } the Clerk will issue a
subpoena for Wm Shelpman
Hannah Shelpman Olive Kent and
Pearsol witnesses for Defendant
June 24th 1839
J B Cole atty
for Deft

Depositions of William Shelpman Jr and Joshua R Randall taken in a cause pending in the court of Common Pleas of Union County Ohio where in George Hensel is plantiff and Alvin Randall Defendant in pursuance of the notice there to attached and at the time and place there in mentioned
the Defendant by his atorney P. B. Cole was present Plantiff not present
William Shelpman Jr of Lawful age being first duly sworn by me as hereafter certified Deposes and says Question ~~[illegible]~~ by the agent of the Deff were you present at a conversation between the plantiff and Defendant at the house of the Deff in Nov 1838 Answer I was Question tell what that conversation was Answer in the morning Mr Hensel came to Defendants and he asked the Deff about the fifty dollars that the Deff was to give him for sending Mr Piersol to purchase ~~[illegible]~~ his Deff farm the Deff said that he Plff had not fulfiled the contract therefore he Deff would not pay the fifty dollars Question by same what did both parties say ~~what~~ the contract was in relation to finding a purchaser to the farm Answer Hesel Agreed the contract was that if he brought a man that would give him Diff twelve dollars per acre for his farm that the Defendand was to give him fifty dollars for so doing Question Did the Plantiff say that he had sent a man to purchase the farm Answer he said he had sent Mr Piersol question by same Do you know how much Piersol did pay for that farm Answer he paid twelve hundred dollars

for the farm containing one hundred
and nine acres Wm Shelpman Jr

Also Joshua R Randall of Lawful age
being first duly sworn as hereafter certified
deposes and says that Question by the
attorny of the Deff were you present at the
conversation between George Bensel and
Alvin Randall the same Just testified to
by William Shelpman Jr Answer by witness
I was. Question by same tell what that conversation
was Answer by same in the morning same
time in the first of Nov 1838 ~~he came~~
Mr Bensel came to Mr Randalls and
asked Mr Randall for fifty dollars that
he was to let him have for finding a
man to purchase his farm Mr Randall
told Mr Bensell that he had not
fulfiled the contract and that he was
not bound to pay him the fifty dollars
Question by same what did Bensel
say the contract was Answer Mr
Randall told Mr Bensell that the
contract was that he Mr Bensel
was to bring a man that would give
him twelve dollars per acre for his
Mr Randalls farm and Mr Bensel said
that was the Bargain Question by same
do you know how much Jam Piersol
did give for ~~Mr~~ that farm Answer
he gave twelve hundred dollars Question
by same do you know how many acres
there was in that farm Answer one hundred
and nine acres Question by same did you
give a copy of this paper here to attached marked
~~A~~ to Plantiff Answer I did Question
when Answer on wednesday evening last

which was the 27th of Nov 1839

Plantiff Know appeared and cross examined the witness Question by Plantiff Did Mr Hensel say that he would not have went the lentt of his nose to hurt a purchaser in the conversation referred to in 1838 Answer by witness I think he did Question by same what appeared to be the state of feelings between Mr Randall and Mr Hensel at that time Answer I believe they ~~they~~ both appeared to be angry at that time ... Question by ~~same~~ Deffs attorney Did ~~to~~ Hensel finally admit that the contract bound him to ~~him~~ find a purchaser to give twelve dollars per acre for the farm Answer Hensel came there in the morning and he went to the fire and he spoke to Deffs wife and said he was going to make her a present of twenty five dollars and there he turned Deff for fifty dollars that he was to let him have for finding a man to purchase his farm Deff toled him that he had not fulfiled the contract then Mr Hensel said that there was no contract about it Mr Hensel then said that Mr Randall was to give him fifty dollars to find a purchaser to purchase his place then Mr Randall toled Hensel that was not the contract Mr. Hensel then said if had not been the contract he would not have gone the lentt of his nose then Mr Randall toled Mr Hensel that he was to find a man that would give him twelve dollars per acre Mr Hensel then agreed that was the contract Question by Plantiff Are you the son of the Deff Answer I am

question by same is William Shelpman Jr
the Defendants son in law Answer he is
further this Deponent saith not

Joshua R. Randall

I James Lowes a justice of the peace in and
for the Township of Paris in the county of
Union and State of Ohio do here by certify
that the above named William Shelpman Jr
and Joshua R Randall were by me first
duly sworn to testify the truth the whole
truth and nothing but the truth and that
the foregoing Depositions by them respectively
subscribed were reduced to writing by me
and were taken at the time and place
specified in the inclosed notice
In testimony whereof i have here unto set
my hand this 30th Day of November in
the year of our lord A D 1839

James Lowes J P

Union Com. Pleas May Term

Geo. Hensell
vs
Alvan Randall

Precipe

Filed March 27th 1840

Jas. H. Gile Clk

George Hensel
vs
Alvan Randall } In Union Common pleas

The Clerk will issue a subpoena for John Piersol witness for defendant in the above case

March 26th 1840
To J H Gie Clerk

J B Cole Defts atty

Union Com Pleas

Alvan Randall

vs

George Hinsell

Filed April 11. 1840

James H. Gill Clk

Alvan Randall } In Union Com. Pleas
vs
George Hensel }

Issue a subpoena for Oliver Kent
David Hill Samuel Harrott & justice Hill
witnesses for defendant

April 11th 1840

To Clerk of Com. Pleas

P B Cole atty for
Defendant

Union Com. Pleas

George Hensall
vs } Subs
Alvan Randall

Serv	87½
Copy	15
Mil	65
	1,67½

Filed May 4th 1860
Jas. H. Gill Clerk

Served by reading to M. C. Morse & Rausfeld & Homes and R Clark and by Copy to D Hill Mrs Morse and A Gillet not in this County

R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON William C. Moore & wife John Pearsoll David Hill Aaron Gillet Jesse Holmes Ransom Clark

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 George Hensall in a certain matter in controversy in our said Court depending: wherein Saiw Hensall is plaintiff, and Alvan Randall 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 2 day of March A.D. 1840.

James H. Gill Clerk.

Union Com pleas

Alvin Randal

vs } Summons

Geo Hensel

Serv —— 62½
2 Copy —— 25
Mil —— 75

$1,62½

Filed Au 28. 1839
James H. Gill Clerk

Serv by Reading to D Hill Mrs Morse and J Hames and by Copy to J Pearpol and A Gillet
R Clark Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon John Piersol David Neill Mrs C Moore Jesse Holmes Aaron Gill Jr

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next Term, to testify and the truth to speak on behalf of George Heinsel in a certain matter in controversy in our said Court depending: wherein ~~Adrian Randal~~ Geo Heinsel is plaintiff, and ~~George Heinsel~~ Adrian Randal 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* 21st *day of* Oct A. D. 1839

Jas H. Gill Clerk. for
W W Steele

Warren Com pleas

Alvan Barnaall
vs
George Merrill

plea

Filed June 1st. 1839

James W. Gill Clk

Alvan Randall } Union Com-pleas April Term AD 1829
vs
George Hensil } In assumpsit

And the said Alvan Randell Comes and defends, and say that he did not assume and promise in manner and form as the said George hath declared against him and of this he puts himself upon the Country and the said George doth the like

O'Neale atty for [illegible]

Union Com Pleas

George Hensel

vs } Depositions

Alvin Randal

Filed May 19. 1840

J H Gill Clk

Recorded

Depositions of Witnesses taken before me E Maque a justice of the peace in and for the Township of Harmony County of Clark State of Ohio and to be read in evidence before the Court of Common Pleas of Union County State aforesaid in a cause now pending ~~in said court~~ wherein George Kensel is Plaintiff & Alvan Randal, Defendant

Sarah More of lawful age being by me first duly sworn deposeth and saith as follows
That she was at the house of Alvan Randal and while there she heard Mr Randal ask Mr Randal if he had sold his farm to Amos Beach Mr Randal reply was that he had not but that he had agreed with Mr Kensel to send him a purchaser Mr Kensel was going to Columbus the next day and having some acquaintance there he thought he could find a purchaser and Mr Randal stated at the same time that he had agreed to give Mr Kensel fifty dollars if he should send him a purchaser

Question by Same Stewart was there any thing said respecting the price of the land

Answer by Mr More He did not say any thing about the price

Question by Same What did you hear Mr Randal say about Mr Emswiler

Answer He had offered the farm to Emmanuel for Eleven Hundred dollars and that he would not give it

Question by same Did you know Mr Kensel

Answer I did not I did not know that there was such a man in existance

Deponant also states that Mr Randal not only stated that he had agreed to

~~State~~ of Ohio Clark County

Give Mr Kensel fifty dollars but he also heard him offer it to several others Mr Milo Skinner John Mc Campbell, & Wm Collins and further Deponant saith not

Sarah Moore

State of Ohio Clark County

I hereby certify that agreable to the enclosed notice I took the deposition of Sarah Moore as above & reducing the same to writing after qualifying her according to law the same being read to her she signed the same

May 11th 1840

Harmony Township
Clark County Ohio

Emanuel Mayne
Justice of the Peace

Witness fee .50
Justice fee " .75

Civil/Domestic Case File

Case No. 1839-CV-0014

No. 39-CU-14

Union Common Pleas Court.

George Cowgill
Plaintiff,

AGAINST

Jacob Wilsaver
Defendant.

OCT TERM. 1839

JUD'G VS PLVINT'F

Journal 2 Page 166

Record No. 3 Page 281

Ex. Doc. 1 Page 163-

Union Com. Pleas

George Cowgill
vs
Jacob Dillinson
Filed Apl 25. 1839
Jas. H. Gill clk

11

George Cowgill
vs.
Jacob Dillsaver

Transcript from the Docket of
Jno. P. Brookins

George Cowgill
V.S.
Jacob Dillsaver

Action of trespass on the case, damage sustained by non performance of written contract, amt. claimed by plaintiff -- -- $15.00

Sum:	.12½
Subp. for 1 Wit.	.12½
" for 3 Wit.	.20½
" for Pltff. Wit.	.16½
Swearing 6 Wit.	.24
Const. fees	.45
6 Wit. "	3.00
Judgt.	.25
	$4.50
Taking bail	.25
Transcript	.31
	$5.12

February 22nd 1839.

Bill filed by the plaintiff, and summons issued and delivered to Alexr. Douglass const. for appearance of the defendant on the 28th. day of February in the year 1839. at 12 o'clock M. Which was returned in due time, endorsed served Feb. the 22nd by reading in the hearing of the within named Jacob Dillsaver.

Fees. serv. 10 cts Milage 15 cts A. Douglass const.

~~Feby. 27th. On application of the deft. Subpoena &~~ delivered to the deft. for the appearance of Robert Coterill, Samuel Coterill & James Love on the 28th. day of Feb. A.D. 1839. at 12 o'clock M. Also issued Subpoena & delivered to Alexr. Douglass const. for appearance of Eleazer Rose, on the 28th day of Feb. 1839 at 12 o'clock, M.

Feb. 27th. 1839. Subpoena returned endorsed served Feb. 27th. by reading in the hearing of the within named Eleazer Rose, fees. serv. 10 cts Milage 10 cts A. Douglass Const.

Subpoena returned by deft. in due time endorsed served by reading to the within named Robt. Coterill, Samuel Coterill & James Love on the 27th day of Feb. 1839. Jacob Dillsaver deft.

February 28th 1839. On application of the plaintiff subpoena issued & delivered to pltff. for appearance forthwith of Alexander Cowgill & Jacob Irvin, which was returned in due time,

endorsed served by reading to the named on the 28th day of Feb. 1839.

George Cowgill Staff.

February 28th 1839. 12 o'clock, M.

Parties present, trial had, Alexander Cowgill & Jacob Irvin, were severally sworn and examined in behalf of the plaintiff, Robert Coterill, Samuel Coterill, James Love & Eleazer Rose were severally sworn and examined as witnesses for the defendant. It is therefore considered by me, that the plaintiff hath no cause of action nor claim in the premises against the defendant, and that the defendant recover of the plaintiff his costs, herein taxed at Four dollars and fifty six cents.

March 7th. 1839. Execution issued and delivered to Alexander Duglas constt. George Cowgill appeals as follows— In the action of George Cowgill against Jacob Dillaver, I, Alexander Cowgill, acknowledge myself bail for the appellant, in the sum of Fifty dollars to be levied of my goods and chattels, lands & 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.

Alexander Cowgill

Taken, signed and acknowledged, on the 9th day of March, in the year 1839, before me.

John P. Brooking J.P.

March 9th. 1839. Execution recalled.

The State of Ohio, Union County, Claiborne 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.

John P. Brooking J.P.
of the aforesaid Township.

And also for that whereas the sd Jacob Dilsaver on the day & year last afsd at Union County afsd was indebted to the sd George in the sum of thirty dollars ~~as well~~ for a cow and other goods & chattles then & there by the sd George sold & delivd to the sd Jacob at his request. And the sd Jacob being so indebted in consideration thereof afterwards to wit, on the same day & year afsd at Union County afsd undertook & promised to pay the sd George the sd sum of money last afsd when he should be thereto afterwards requested; yet the sd Jacob though often requested so to do has not yet paid the ~~said~~ sum of money or any part thereof but has wholly neglected & refused so to do. To the damage of the pltff fifty dollars, and therefore he sues &c

J. D. Powell Pltffs atty

Union Com Pleas

George Cowgill
vs.
Jacob Dilsaver

Narr.

Filed April 26. 1839
Jas. H. Gill Clk

Union County, ss. Comm. Pleas April Term 1839.

George Cowgill by F. W. Powell Complains of Jacob Dilsaver in a plea of assumpsit for that whereas the said Jacob Dilsaver on the 31st day of July 1837 at the said County of Union for and in consideration that the said George Cowgill had then & there bargained, sold & delivered to him the said Jacob a Cow, undertook and promised the said George that he the said Jacob would pay the said George for the said Cow six dollars in cash and clear three acres of ground, all the timber to be cut down and the ground made fit for roling by the 25th of December then next; said Jacob to cut all the timber in rail lengths, that will make rails and board himself while doing the work. And although the said Jacob in pursuance of his said promise & undertakings did then & there enter upon the land & ground of the said George and commenced to clear the said three acres of ground as afore, Yet the said Jacob, although often requested so to do, and although the said 25th of December has long since elapsed, has not as yet paid for the said Cow, nor has he paid the said sum of six dollars nor any part thereof, nor has he cleared the said ground according to his said promises & undertakings but on the contrary thereof has wholly neglected & refused so to do, by means thereof the said George has lost the rent, use & profits he would have received from the use & occupancy of the said ground had the same been cleared as afore-amounting to a large sum, to wit, fifteen dollars -

Union Com. Plead

George Cougill

vs } Bail

Jacob Dilsaver

Filed Nov. 1. 1839

James H. Gill Clk

George Cowgill } appeal from the Judg
vs } ment of Philip Plummer
Jacob Dilsaver } a Justice of the Peace —

In the action of George Cowgill against Jacob Dilsaver I ~~Henry Strauss~~ acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods and chattels lands and tenements in case the appellant shall be condemned in this action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common Pleas

George Clark

Signed and acknowledged in open Court Nov. 1st 1839 Jas H. Gill Clk

TT

Served by Reading R Clark Sheriff

Union Com pleas

George Cowgill

vs Summons

Jacob Delzaver

Serv — 12½

Mil — 5

17½

Filed Nov. 1. 1839

James H. Gill Clk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON ~~Jacob Armbrast~~
Jacob Irwin

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 George Cowgill in a certain matter in controversy in our said Court depending: wherein George Cowgill is plaintiff, and Jacob Dellaver 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 1st day of November A.D. 1839.

Jas H Gill Clerk.

This day bargained and sold to Jacob Dilsaver one cow for twenty four dollars, six dollars in cash and the clearing three acres of ground all the timber cut down and the sd. ground made fit for roling by the 25th of December sd. Dilsaver to cut all the timber in rail lengths that will make rails and board himself in doing the work. As witness our hands July 31st 1837

Signed J. S. Dilsaver

George Cowgill

I certify the above to be a true copy taken from the original.

Richwood
Feb. 28th 1839

Wm. P. Brookins J.P.

G Lawgill
vs
Jacob Delsaver.

George Cowgill }
vs } Suit brought
Jacob Dilsaver } before P. Stillie
Plummer J. P. of
Claybourn Town-
ship Union County

ohio on and action of Debt &
damages ----

Debt $24,00
Damage 10,00

The Deft pleads the General issue and gives the plaintiff Notice of the Misjoinder of actions to wit consolidating two distinct and separate actions in one suit to wit Debt & Damage for which cause the Deft claims a Nonsuit

Jacob Dilsaver

Jany 6th 1839

Cowgill G against
J Dilson

George Cowgill } Action of Debt
vs } Sum in demand $24.00
Jacob Dilauer }

Suit brought before
Phillip Plummer J. P.
of Claybourn Township Union County
Ohio — The Deft pleads the general issue
and gives the plaintiff notice of the
following items of account that he
claims and and offset

1837 January	to one days work	$ 00 50
Decem "	To one Ton of Hay	5,00
"	To cash By A. Cowgill	1 50
"	To clearing three acres land	18.00
October 1838	To 1040 pounds of Hay	3 50
		$28, 50

January 6th 1839

Jacob Dilauer

and interest on the 2 claimed by
pltff

Cowgill against
Jacob Dil[illegible]
Debt & Damag[illegible]
$34.00

G Cowgill ant
L
Entered on
Docket No 2 p 36
Philip Plummer
J P

Filed Apl 24/1839

3

July 1837 Jacob Dilson to George Carnegie Dr

to one cow — — — — — — — $24.00

to damage by not performing a certain job of clearing agreeable to a written agreement held by Alexander Carnegie between said Dilson & me George Carnegie & destruction of rail timber ———————— $10.00

Union Com. Pleas

George Cowgill

vs } Sub

Jacob Dilsaver

Ser —	87½
3 Copys	37½
Rit	1.50
	$2.75

Filed Oct 28. 1839
James McGill Clerk

Served by Reading to R Cotril S Cotril
D Swoarts Eleazar Rape and by Copy to
R Kennaday J. Lowe & Wm Gallant
R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Robert Cotrell Daniel Cotrell James Low Daniel Swarts Robert Kenedy. Eleazer Rose & Wm Galant

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 Jacob Gilraus in a certain matter in controversy in our said Court depending: wherein George Cowgill is plaintiff, and Saml Gilraus is defendant. And this ~~the~~ 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 18th day of October A.D. 1827.

James H. Gill Clerk.

Union Com Pleas

Jacob Dilsaver
adts } Sub
George Cowgill

Serv	62½
Copys	32
Mit	1.10
	2,04½

Fiew July 8. 1839
James H. Gia Clk

cost bill made

Serv'd July by Reading to Lourn - Rofe & Smartt
and by Copy to J Catrick & R Catrick
R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Richard Cotrill Samuel Cotrell Eleazar Rose Daniel Swartz and James Love

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~~ third day of next Term, to testify and the truth to speak on behalf of Jacob Dilsaver in a certain matter in controversy in our said Court depending: wherein George Cowgill is plaintiff, and Jacob Dilsaver 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 26th day of June A.D. 18 39

James H. Gill Clerk.

Mr James H Gill

Please pay the bearer my fees in the case of Dilseaver against Cowgill and this shall be my receipt for the same and you will oblige yours

January 8th 1840

James T Shipley

paid 6

James H. Gill Esqr

Clerk Union Com pls

Union Co

Ohio

Little Mill creek

June 26

Filed June 26. 1839

James H. Gill Clk

George Cargill }
vs } Union Common Pleas
Jacob Dilgarner } June Term — 1839 —
} — Case

The clerk will issue subpoenas for Robert Cattell Saml. Cottrell Eleazer Rose & Danl. Swarty Defts witnesses in the above case & James Lowe

June 26th 1839 Finch & Crawford
Attys for Deft

P. S. Dilgarner will be in town to day and if he wants any more witnesses he will inform you. F.

George Cougill
vs
Jacob Dilson

A Cougill
Bond for
appeal

State of Ohio Union County ss

George Lowgill vs. Jacob Dilsaver } action of Debt twenty four dollars Bill of particulars filed by Plaintiff Febuary 6th 1839

Case of Appealed

In the action of George Lowgill against Jacob Dilsaver I Alexander Lowgill do acknowledge myself bail for the appellant in the sum of fifty dollars to be levied on my goods and chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas

Signed Alexander Lowgill

Taken Signed and acknowledged on this 12th day of Febuary in the Year AD 1839 before me

Philip Plummer, Justice of the peace

George Cowgill
v.s.
Jacob Dillsaver

Feb. 28th 1839
Judgt. rend on the within in favor of the Deft. for cost of suit taxed at $4.57 By
John P. Brothers J.P.

Filed Apl 25. 1839
Jas. H. Lee Clk

George Cowgill
vs
Jacob Dusauer

Justice Court

Action of trespass on the case

Damages sustained by non performance of written contract between plaintiff and defendant. $15.00

George Cowgill
February 7. 1859

Articles of agreement
Between Geo Cowgill
& Jacob Dillsaver

Feb. 28th 1839
Judgt. rend. on
the within art. for
the deft. Jacob Dill-
saver for costs of
suit. viz. $4.56 by
John P. Brookins J.P.

D 2

J M Gregson

This Day Bargined and Sold to Jacob Dilsaver
one Cord for twenty four dollars Six dollars
In Cash and the Clearing three acers of ground
all the timber Cut down and the s.d ground made
fit for Roling By the 24 th of December 1837 Dilsaver
to Cut all the timber In Rail lenth that will
Make Rales and Board himself In doing the work
As witness our hands July 31st 1837

C S Dilsaver
George Cowgill

Mr J. H. Gillet please to send me my fees
in that case between Alfonce Cought vs
Jacob Gilson as Constable
March 5th 1840 Thos Lignon

Recd of Jas H. Gill 45 cents on the within
March 7th 1840

Joseph Hamilton

State of Ohio Union County ss
George Cowgill
vs
Jacob Dilsaver

Febuary 1st 1839 Suit brought on Account for debt & Damage bill of particulars filed as july 1837 To one cow at $24.00 and damages claimed by not performing a certain Job of Clearing — ten dollars $10.00

1st Summons issued and delivered to Thomas Tignor constable for the defendant to appear on the 6th of Febuary 1839 at 10 o'clock A.M. also Subpoena for John Shisler for Plf. Summons returned personally Served Febuary 2d 1839 by reading to the defendant

also Subpena by reading to witness fees in 10 cts Subpoena Serving 10 " } Thos Tignor Constable 20 fees on Summons 10 cts Service 15 cts ~~45~~

Feb 4th Issued Subpoena for the defendant for the following witnesses Robert Canally, Robert Cotrill, Samuel Cotrill, Eleazer Rose, and Isaac Gearheart and Delivered same to Jacob Dilsaver deft

Febuary 5th 1839 Subpoena returned Served personally by reading to the witnesses
Jacob Delsaver defendant

Febuary 6th 1839 the partys appeared at the hour appointed and the defendant plead the General issue and gave the plantiff notice of the Misjoinder of actions to wit consolidating two distinct & Seperate actions in one Suit to wit Debt & damage whereupon that part of the bill was agreed to be Stricken out which created the Misjoinder namely the item for ten dollars damage then proceeded to trial for the debt of twenty four dollars for the cow Alexander Cowgill Sworn and Examined for the plantiff

The defendant then plead the General issue and gave the plantiff notice of the following items of account

Plantiff cost on trial & judgment

Justice Summons	12½ cts
Subpoena for J Shisler	12½
Swearing 2 witnesses	8
Const for	
Service & mileage Sum	25
do and milage Sulp	20
fees 2 witnesses	1.00
	$1.78
Transcript	31
appeal ~~Bond~~	25 = 2.34

Defendants cost

Subpoena for 5 witnesses	28
Swearing 4 witnesses	16
Judgment	25
4 witnesses fees 50 each	2.00
	$2.69

Whole cost $5.03

Claimed as an offset

January 1837 To one days work — $0.50
December To one ton of hay — 5.00
To cash by A Cowgill — 1.50
To clearing 3 acres of land — 18.00
October 1838 To 1040 pounds of hay 3.50
$28.50

January 6th 1839

Jacob Dilsaver

and interest if claimed by the plantiff

Witnesses Sworn and Examined for the defendant as follows John Shisler, Robert Cotrill, Samuel Cotrill Eleazar Rose, and Isaac Gearheart

Trial then had whereupon it was considered by me that the Defendant proved that the plantiff was indebted to the defendant in the sum two dollars and seventy five cents for which I hereby render judgment and that the defendant recover his costs of the plantiff taxed at ~~sixty one~~ two dollars & sixty nine ~~thirty four~~ cents

$2.69 The plantiff gave notice that he appealed to court Common pleas

Febuary 12th Alexander Cowgill Entered in Bond for the appelant of fifty dollars

State of Ohio Union County Clairborn

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 case

Signed Philip Plummer Justice of the peace of the Township of Claiborn

Filed Apl. 25 – 1839 Las. R. Lee Clk

Transcript

Union Com Pleas
Geazy Cawgill
vs Plea
Jacob Dilsaver

Filed Oct 31st 1839
J H Gill Clerk

JUD'G VS PLVINT'!

Union County ss

Union Court of Common Pleas July Term 1837

George Cowgill
vs } Assumpsit
Jacob Delsaver

and the said Jacob Delsaver by his attorney J W Crawford comes and defends &c and says that he did not assume and promise in manner and form as the said George Cowgill hath declared against him, and of this he puts himself upon the country and the said George Cowgill doth the ~~same~~ like

By his Atty J. & W. Crawford

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 thirty nine dollars for the work & labor of the defendant done & performed in and about the business of the plaintiff at his request — also with the further sum of thirty nine dollars for so much goods & merchandise by the defendant sold & delivered to the plaintiff at his request also in the sum of thirty dollars lent and advanced by the defendant to the plff at his request also in the sum of thirty dollars for money before that time rec'd by the Plaintiff for the use of the defendant and also in the sum of thirty dollars for money found to be due from the plaintiff to the defendant on an account stated between them, and that the defendant will set off on said trial so much of the several sums of money so due and

aming from the said Plaintiff to the said defendant, against any demand of the said Plaintiff to be found in the said that as will be sufficient to satisfy and discharge such demand, and will also then and there demand a Judgement against the said 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

Maysville October 30th AD 1839

A D W Crawford
Atty for Deft

Union Com. Pleas

Jacob Dilsaver
vs } Fi. Fa.
George Cowgill

Dam.	$1.25
costs	48.80
writ	.41
	50.46

Filed May 4th 1840

Jas. H. Gill Clk

Debt Mons Note

Rec'd Nov 29th 1839 Money 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 31st day of October A. D. 1839 Jacob Dilsaver recovered against George Cowgill

as well the sum of one dollars and twenty five cents, for his damages, as the sum of $ 48.80 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 George Cowgill 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 Jacob Dilsaver 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 Nov. A. D. 1839
ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0015

No. 39-CU-15

Union Common Pleas Court.

Daniel Swartz Plaintiff,

AGAINST

William Hamilton Defendant.

JUL TERM. 1839

OCT TERM. 1839

JUDGMENT VS DEFENDANT

$8.00

Journal 2 Page 149

Record No. 3 Page 256

Ex. Doc. Page

Union Com. Pleas

Daniel Swaits

vs } Transcript

William Hamilton

Filed Apl 25. 1839

Jas. H. Gill clk

cost bill made

Daniel Swaits
vs
William Hamilton
Transcript

Daniel Swartz
vs
William Hamilton

Suit brought on Contract.
Bill filed by plaintiff
Amt. claimed by pltff $28.00

Judgt. for deft. 8 1840	
Just. fees	1.27
Const. "	1.47½
Witness "	4.00
Taking Bail	.25
Transcript	.31¼
	7.30¾

November 27th. 1838.

Summons issued for appearance of the defendant, November 30th, 1838, at 10 oclock, A.M. and delivered to Thomas Fignor Constable.

Nov. 27th. On application of the plaintiff subpoenas issued for the appearance of Isaac Gearhart & Joseph Wilson, on the 30th Nov. at 10 oclock A.M. & delivered to Thomas Fignor Constable.

Nov. 27th. On application of the defendant subpoenas issued for the appearance of Lorenzo D. Beebe, Lazerus Hartley, Samuel Love, Samuel Graham & William Sirpless, on the 30th Nov. at 10 oclock A.M. and delivered to Thomas Fignor, Const.

Nov. 28th. 1838. On application of the plaintiff, subpoena issued for appearance of Charles Morse, on the 30th. Nov. at 10 oclock A.M. and delivered to plaintiff.

Nov. 28th. On application of deft. subpoena issued and delivered for William Sirpless & Samuel Graham to view work.

Nov. 30th. 1838. Summons returned, Endorsed served by leaving a copy at the dwelling house of the defendant on the 28th Nov. 1838. (fees 17½ cts) Tho. Fignor Const.

Pltffs 1st. Subpoena returned in due time, Endorsed served by reading personally on the 28th. Nov. 1838. to each individual therein named. (Const fees 25 cts. Tho. Fignor Const.

Deft. Subpoena returned in due time, Endorsed served by reading personally on the 28th. Nov. 1838. to each person therein named. (Const. fees $1.05) Tho. Fignor Const.

Deft. 2d subpoena returned endorsed served by reading on the 28th Nov. & 30th. Wm Hamilton deft.

Pltffs 2nd Subpoena returned 30th. Nov. Endorsed served by reading the within personally on the 29th day of Nov. 1838.

Daniel Swartz Pltff.

November 30th. 1838. 10 o'clock, A.M.

Parties appeared, defendant filed his off=set, trial had, Isaac Gearhart, Joseph Wilson & Charles Morse, were severally qualified & examined as witnesses for the plaintiff. And Lorenzo D. Beebe, Lazarus Hartley, Samuel Love, Samuel Graham and William Sirsley, were severally sworn and examined for the defendant. and the case was adjourned for further consideration untill Saturday the 1st. day of December 1838. at 2 o'clock, P.M.

December 1st 1838, 2 o'clock P.M.

From the proofs and allegations in the above case, it is considered by me, that the defendant re=cover of the plaintiff the sum of Eighteen dollars and forty cents debt, and costs of suit taxed at Six dollars seventy two & a half cents.

Daniel Swartz appeared & appealed this cause.

In the action of Daniel Swartz against William Hamilton, I, Henry Swartz, acknowledge my self bail for the appellant, in the sum of Fifty one dollars, to be levied of my goods and chattels, lands and tenements, in case the appellant shall be con=demned in the action, and shall fail to pay the condemnation money, and costs that have accrued, or may accrue in the court of common pleas.

Henry Swartz

Taken signed & acknowledged this seventh day of December A.D. 1838 before me, Thos. P. Brooking J.P.

The State of Ohio, Union County, Claibourne 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, Thos. P. Brooking J.P.

of the aforesaid Township.

Daniel Soartz appears & appeals this Cause

Union Com Pleas

Daniel Swartz
vs } Sub
William Hamilton

Served on the
within named wit-
ness by reading to
to each person
Oct 31st 1839

Danl Swartz
Plff

Filed oct 31. 1839
Jas H. Gill Clerk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Isaac Gearhart Joseph Wilson Alonzo D. Beber Henry Swarts & Charles Morse

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 Daniel Swarts in a certain matter in controversy in our said Court depending: wherein Levi Swarts is plaintiff, and Wm Hamilton 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 10th day of Oct A.D. 1839.

Jas H. Gill Clerk.

Union Common Pleas

Daniel Swartz

vs } Sale

William Hamilton

Serv ----	62½
Mil —	1,15
	1,77½

Filed July 8. 1839
James H. Gill Clk

Served by Reading to each person named
H Clark Sheriff

The State of Ohio, Union Cunty, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Isaac Gearhart Joseph Wilson Alonzo D. Bebee Henry Swarts and Charles Mass

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 Third day of next Term, to testify and the truth to speak on behalf of Daniel Swarts in a certain matter in controversy in our said Court depending: wherein Saiu Swarts is plaintiff, and Wm Hamilton 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 26 day of June A.D. 18 39.

James H. Gill Clerk.

Union Common Pleas

Daniel Swartz

vs } Precipe

William Hamilton

Filed June 7th 1837

James H. Lee clk

Daniel Swarts } Union Common Pleas
vs
William Hamilton } The Clerk will issue Subpoenas for Isaac Gearhart Joseph Wilson Alonzo D. Buber Henry Swarts and Charles Monroe to appear at the next Term to testify in behalf of the Plaintiff June 7th 1839

Daniel Swarts

William Hamilton
ads } Sub
Daniel Swartz

Serv	75
Copy	12½
Mil	100
	1,87½

Filed July 8. 1839
James H. Gill Clk

1.97
2,47½
4,44½

Served by Copy to S Gresham and by reading to all ~~of~~ others
R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Lorenzo D. Bebee Lazarus Hartly Samuel Fox Samuel Graham and William Surplis Thos Tigner

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~~ third day of next Term, to testify and the truth to speak on behalf of William Hamilton in a certain matter in controversy in our said Court depending: wherein Daniel Swartz is plaintiff, and Saim Hamilton 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 28 day of June A.D. 18 39.

James H. Gill Clerk.

Union Com. Pleas.

Daniel Swarts
vs
Wm. Hamilton

Narr.
Filed Apl 26. 1839
James H. Gillelk

Union County ss. Com. Pleas April Term 1839

Daniel Swarts by Powell his attorney complains of William Hamilton for that whereas the said William on the first day of September 1838, at Union County was indebted to the said Daniel in the sum of ninety dollars for materials and work & labour by the said Daniel before that time furnished, procured, done & performed to & for the said William at his request, and being so indebted he the said William afterwards to wit on the same day & year last aforesaid at Union County aforesaid, in consideration thereof undertook & promised to pay the said Daniel the said sum of money when he should be thereto afterwards requested. Yet the said William though often requested so to do has not as yet paid the said sum of money or any part thereof but has wholly neglected & refused so to do. to the damage of the said Daniel ninety dollars and therefore he sues &c

J. W. Powell Pltffs atty.

Daniel Swarts

vs

William Hamilton

Filed Nov. 1. 1839

James H. Gill Clk

Samuel Swartz
vs
Mr Hamilton

Oct Term 1839 Union Com Pleas
On Judgment for plaintiff

In this Case defendant moves the Court for a new trial

1st because the verdict is against the evidence

2nd because is against the law

3d because the Jury misunderstood the charge of the Court

4th because the verdict is not in accordance with Common ~~Sense~~

U Com Pleas

Hamilton vs
Swasts

Praecipe for
Witnesses

Filed June 28. 1839
James H. Lee Clk

William Hamilton
ads
Daniel Swarts

Union Com Pleas

Issue a Subpoena for Lorenzo D Beebee Lazarus Hartley Samuel Love Samuel Graham and William Surplis as witnesses in the above case

W C Lawrence Atty for
J O H

Clk

Union Com pleas

Daniel Swartz

vs Summons

Wm Hamilton

Serv —— 87½

4 Copy —— 50

Mil —— 1 10

$2,47½

Filed Oct 31. 1839

Jas H Gill Clerk

Served by Reading to W Surplus and T Figner and by Copy to L D Bebee A Hartley A Lane S Graham

R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Lorenzo D Beebee Lazarus Heartley Samuel Love Samuel Graham Wm Surplus Thos Tigner & Aaron Crane

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 Wm Hamilton in a certain matter in controversy in our said Court depending: wherein Daniel Swartz — is plaintiff, and Wm Hamilton 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 20th day of October A. D. 1839.

Jas H Gill Clerk per
W. Steele

Wm Hamilton
Bill
against
David Swartz

Decr. 1st 1838 –
Judgt. rend. on
the within acct
a/c of the deft. for
$ 18.40 & costs
$ 6.72 – By
John P. Brookins J.P.

Filed Apl 25. 1839
Jas. H. Lee Clk

16
16
16
16
64

23

Daniel Swarts to William Hamilton Dr

1	To Fifty Dollars pd Last winter	$50.00
2	To 25 hundred Brick which ware to be put into my Seller wall Mr Swarts being at all Expence of Lime tending Boraing and Sand	15.00
3	To the taring down and rebuilding Chimney	15.00
4	I Clame a dammage for Soft Brick being put into the Seller Wall and the other work not being Done as it aught to have been in Neither time nor manner and Mud being maid use of in the seller Wale instead of Lime and Sand of at Least twenty five Dollars	25.00
5	To two Lbs of Coffee at 20 Cents per lb	40
	To Clearing up a large tree that Mr Swarts cut down in Peles Clearing and agreed to Clear it up but did not do it	1.00
	To one Large Gum and Halling two	2.00
	To one days work on the Road	$108.40

75

Union Com Pleas

William Hamilton
vs
Daniel Swartz

Filed June 28. 1839
James H. Ewing Clk

Union Com Pleas April 1835

William Hamilton
Ads
Damel Swarts

And the said William comes and defends
he and says that he did not assume and promise in manner
and form as the said Daniel hath declared against him
and of this he puts himself upon the Country and the said
Daniel doth the like

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 time of the commencement of this suit
was and still is indebted to the Defendant in the sum of
one hundred dollars for the price and value of goods before
that time sold and delivered by Defendant to plaintiff at his
request and also in the sum of $100.00 for the price and value
of work before that time done and material for the same provided
by Defendant for the plaintiff at his request and also
in the sum of 100$ for money lent by Defendant to plaintiff
at his request and also in the sum of 100$ for money
received before that time by plaintiff for the use of Deft
and also in the sum of 50$ for money found to be due
defendant from plaintiff on an account before that time
stated between them and the Defendant on trial will
set off so much of the said several sums of money
so due and owing from plaintiff to Defendant against
any demand the plaintiff may prove due from deft
and demand a Judgment for the balance of the said
several sums of money so found to be due Defendant from
the plaintiff according to the statutes

By W B Lawrence his atty

Civil/Domestic Case File
Case No. 1839-CV-0016

No. 39-CU-16

Union Common Pleas Court.

Cyprian Lee & Co
Plaintiff,

AGAINST

Levi Churchill Jr,
Defendant.

JUL TERM 1839

JUDGMENT VS DEFENDANT
$135-20

Journal 2 Page 108

Record No. C3 Page 245

Ex. Doc. 1 Page 180

E. Lee & Co
vs
L Churchill Ar

Filed April 25. 1839
Jas. H. Lincoln

Cyprian Lee and Mains Watson under the name of C. Lee & Co
vs
Levi Churchill Dr

Union Com Pleas April term 1839

Assumpsit damages $400.00

Issue a summon returnable forthwith and endorse suit Brot on defendants promissory note executed on the 4th December 1838 for three hundred ~~dollars~~ thirty nine dollars and forty ~~[illegible]~~ two cents and payable one day after date Also for goods sold and delivered money had and received &c

W B Lawrence atty for plffs

C C Com Pleas

Suit Brot on Defendants promissory note Executed on the 4th December 1838 for three hundred and thirty nine dollars and forty two cents and payable one day after date - also for goods sold and delivered money had and received &c W. C. Lawrence atty for Plffs

C. Lee & Co
vs
Levi Churchill Jr

Serv — 35
Mil — 5
Copy — 15
55

Filed Apl 25. 1839
Jas. H. Gill Clk

Served by delivering a copy to
Copy to Defendant
R Cook Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Levi Churchill Jr

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 Cyprian Lee and Marius Mason under the name of C. Lee & Co

in a plea of Assumpsit Damages Fourhundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 25 day of April A.D. 1837

Jas. H. Gill CLERK.

Union Com Pleas

T Lee & Co
vs
Levi Churchill Jr

Nar

Filed May 7th 1839
Jas. H. Lee Clk

Amt due on 12 July 1839
351.63 Damages

Cost bill made
Recorded

State of Ohio }
Union County } ss

Union Com Pleas April Term 1839

Mains Wasson and Cyprian Lee late partners in trade under the name of C Lee & Co Complain of Levi Churchill Jr in a plea of assumpsit for that whereas the said Levi Churchill Jr on the fourth day of December in the year one thousand eight hundred and thirty eight at the County of Union aforesaid made his promisory note in writing and delivered the same to the said Mains Wasson and Cyprian Lee and thereby promised to pay the said Mains Wasson and Cyprian Lee by the name of their firm of C Lee & Co three hundred and thirty nine dollars and forty two cents, in one day after the date thereof which period has now Elapsed and the said Levi Churchill then and there in Consideration of the premises promised to pay the amount of said note to the said Mains Wasson and Cyprian Lee by the name of their firm of C Lee & Co according to the tenor and Effect thereof Yet the said Levi hath disregarded his promises and hath not paid the said sum of money nor any part thereof to the damage of the said Mains Wasson and Cyprian Lee $400.00 and thereupon they bring suit &c

By W. C. Lawrence
atty for plff

One day after date I promise to pay C Lee & Co or bearer three hundred thirty nine dollars and forty two cents Value Recd
Decr 4th 1838 Levi Churchill Jr
$339.42

6 15

Rec^d this Execution Jany 21.1841 & levied upon 7 acres of land more or less contained in the following boundaries, beginning at a stake and sugar tree the South East corner of a lot sold to Samuel B Johnson by Margaret Bailey then with Johnsons line North about 60 poles to a stake corner to a lot owned by Elisha Reynolds thence west with Reynolds line 28 3/4 poles to a stake corner to Thomas Snodgrass Lot. thence South 17 1/2 poles to a stake thence S 55 E to the beginning and Advertised the sales to be Feb 22 1841

Union Com. Pleas

C. Lee & Co

vs } No. 38

Levi Churchill &c

damages	$ 350.63
Costs	8.68 1/2
writ	.41
Advertising —	2.12
Service —	35
	2.47

Ordered by the pltffs to return without further proceedings

W. B. Steele Sheriff

Filed Feb. 22. 1841

Jas 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 12th day of July A. D., 1839 Marius Wasson and Cyprian Lee late partners under firm of C. Lee & Co recovered against Levi Churchill Jr

as well the sum of Three hundred and fifty one ——— dollars and sixty three cents, for their damages, as the sum of $ 8.63p 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 Levi Churchill Jr

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 $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 C. Lee & 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 21st day of Jany A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0017

No. 39-CU-17

Union Common Pleas Court.

Williams & Chamberlin
Plaintiff,

AGAINST

Cyrian Lee
Defendant.

JUL TERM, 1839

JUDGMENT VS DEFENDANT
JUDGMENT VS DEFENDANT

$1322 47

Journal 2 Page 110

Record No. 3 Page 247

Ex. Doc. 1 Page 350

Williams & Chamberlin

Cyprian Lee

Pleas

Filed Apl 25. 1839

Jas. H. Gill Clk

Hosea Williams &
Charles C. Chamberlin
partners trading under the
name & firm of Williams & Chamberlin

v.

Cyprian Lee

Assumpsit
Damages $1500.00

Issue a summons returnable
forthwith endorse not bot.
on note of hand given by Deft. to Hosea
Williams & order for $1151.57 dated Delaw
25th June 1835 at 12 mos. & assigned
to pltffs

S. Finch
Atty. for pltffs

Served by delivering a correct copy to
Defendant — R. Clark Sheriff

Ser —	35
Mi —	5
Copy —	15
	55

Williams & Chamberlain

vs

C. Lee

Filed Apl 25. 1839

Jas. H. Lee clk

"Suit brot on note of hand given by Deft. to Horace Wild
being a note for $1151.57 dated 25th June 1835
at 12 Mos. & assigned to plffs — so I find
Atty. for Plffs."

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Cyprian Lee

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 Hosea Williams & Charles C. Chamberlin partners trading under the name & firm of Williams & Chamberlin

in a plea of assumpsit Damages $1500.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 25 day of Apl A.D. 1839

James H. Gill CLERK.

on the 2d day of July 1836 in consideration of the premises then & there promised to pay the said ~~several~~ sums of money to the plaintiffs on request But he hath disregarded his promises & hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiffs fifteen hundred dollars & therefore they bring suit &c

S. Finch
Their atty.

Williams & Chamberlin
Cyprian Lee

Narr.

Filed Apl 25. 1839
Jas. H. Gill clk

Damages $1322.47

Finch

Williams & Chamberlin vs Cyprian Lee } Court of Com. Pleas
Union County ss } April Term 1839

Hosea Williams & Charles C. Chamberlin partners trading under the name & firm of Williams & Chamberlin complain of Cyprian Lee in a plea of assumpsit for that whereas the said Cyprian Lee on the 25th day of June A 1835 at Delaware to wit at Union County Ohio made his promissory note in writing & delivered the same to ~~Hosea~~ Williams & thereby promised to pay the said Hosea Williams or order eleven hundred & fifty one dollars & fifty one dollars & fifty seven cents & interest at seven per cent per annum in one year after the date thereof which period has now elapsed & the said Hosea Williams then & there indorsed the same to the said plaintiffs whereof the said defendant then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said plaintiffs according to the tenour & effect thereof, and also for that whereas the said Cyprian Lee on the 1st day of July 1836 at Delaware to wit at Union County Ohio was indebted to the said plaintiffs in fifteen hundred dollars for the price & value of goods then & there bargained & sold by the plaintiffs to the defendant at his request And in fifteen hundred dollars for the price & value of goods then & there sold & delivered by the plaintiffs to the defendant at his request And in fifteen hundred dollars for money then & there lent by the plaintiffs to the defendant at his request And in fifteen hundred dollars for money then & there paid by the plaintiffs for the use of the defendant at his request And in fifteen hundred dollars for money then & there received by the defendant for the use of the plaintiffs And in fifteen hundred dollars for money found to be due from the defendant to the plaintiffs on an account then & there stated between them And whereas the defendant afterwards

Copy of Affidavit

Exhibit
Filed Apl 25. 1839

Copy

This Indenture, Made this third day of July in the year of Our Lord one thousand Eight hundred and thirty five. By & between Cyprian Lee and Mary Lee his wife of Marysville Union County Ohio of the first part — and Hosea Williams of the County of Delaware and State of Ohio of the second part. Witnesseth that the said Cyprian Lee and Mary his wife for and in consideration of the sum of Eleven hundred and fifty one Dollars and fifty seven cents; Lawfully money of these United States, to them in hand well and truely paid; By the said Hosea Williams, the receipt whereof is hereby acknowledged Have granted Bargained Sold Released conveyed and confirmed, and by these presents do grant Bargain Sell release convey & confirm unto the said Hosea Williams and his heirs and assigns forever. All that lot Tract piece or parcel of Land situate lying and being in the County of Union and State of Ohio Being a part of Survey No 6293 in the Virginia Military District Entered and Surveyed in the name of Butler Blackburne and Being that part of said Survey contained in the following Boundaries to wit Beginning at an ash tree the original Southwest corner of said Survey No 6293 Thence N 18° W 305 poles to a Sugar tree a corner to John Shishler Land thence with Shishlers Line N 84° E 153¼ poles to a stake & Beach tree Thence with another of said Shishlers line N 5° W 117 poles to a stake Thence N 84° E 80 poles to a stake a corner to Adam Shafers Land Witnessed by 2 Water ashes Thence S 5° E 182 poles to a stake in the Marysville & Buckeye road. Thence S 30° W with said road 60 poles to a stake Thence S 89 E 39 poles to a large ash on the north side of Fullons Creek Thence S 65 E 20¼ poles to a Buckeye Northwest corner to Robert Cortells Land Thence S 3° 30' E 140 poles to a Hickory ash and Lynn in the original South line of said original Survey No 6293 Thence S 79° 20' W 190 poles to the beginning containing four hundred and sixteen acres, and all the estate right title interest claim and demand of them the said Cyprian Lee and Mary his wife Of in and to the said premises and every part and parcel thereof Together with all and singular the privileges and appertenances to the same Belonging or in anywise appertaining, and the rents issues and profits thereof To Have And To Hold. The premises hereby bargained and sold or meant or intended so to be With the appertenances to the only proper use & behoof of the said Hosea Williams his heirs and assigns forever. And the said Cyprian Lee and Mary his wife for themselves and heirs Executors and administrators; do promise covenant and agree to and with said Hosea Williams his heirs Executors and administrators & assigns that they are the true and Lawfull owners of the premises; hereby granted and have good right full power and lawfull authority to sell and convey the same in manner and form aforesaid, and further that they the said Cyprian Lee & Mary his wife and their heirs executors and administrators Will warrant and forever defend the aforesaid premises with their appertenances and every part and parcel thereof unto the said Hosea Williams his heirs and assigns against all persons claiming or to claim by from or under them or any of them or by from or under any other person or persons whomsoever

Provided nevertheless and it is hereby expressly declared to be the true intent and meaning of these presents that if the said Cyprian Lee his heirs executors or administrators shall well and truely pay or caused to be paid unto the said Hosea Williams or his certain Attorney heirs executors administrators or assigns the sum of Eleven hundred and fifty one dollars & fifty seven cents agreeable to the tenor of one certain note Executed by the said Cyprian Lee & payable to said Hosea Williams — Which note bears date June 25 1835, ~~with~~ with interest to be computed at the rate of seven per centum per annum Then and in that case the foregoing Indenture and every part thereof is to be void & of none effect otherwise to be and remain in full force and virtue

In Testimony Whereof the said Cyprian Lee and Mary his wife have hereunto set their

(Continued over)

hands and seals this day and year above written

Signed Sealed and acknowledged in presence of us

~~Witnesses~~ W W Steele

Stephen McLain

Cyprian Lee (Seal)

Mary S. Lee (Seal)

State of Ohio Union County ss

Before me Stephen McLain one of the associate Judges within and for the County aforesaid Personally appeared Cyprian Lee & Mary Lee his wife and severally acknowledged the signing and sealing of the forgoing deed to be their free voluntary act and deed for the uses and purposes therein mentioned and the said Mary wife of the said Cyprian Lee Being by me examined seperately and apart from her said husband and the contents of the said deed being made known & explained to her Declared that she voluntarily & of her own free will and accord without any fear or coertion of her said Husband Did and now does acknowledge the signing & sealing thereof

In testimony whereof I have hereunto set my hand Officially this 3rd day of July AD 1835

Stephen McLain
Associate Judge

Delaware 11th January 1838
I do hereby assign all my right title and interest to the within mortgage to William & Chamberlin
Thomas Williams

E. Lee

1151: 57

1131.62 Recd 11 Jany 1839

Damages $1322,47

Recd Lecdawea 12 March 1836
forty dollars - Int on this Note -
$40 - pr Letter — —.

$30 - Recd Marysville ~~1836~~
24 Oct 1836 on this Note
thirty dollars — as interest -
$85 Recd 17 April 1838 Eighty
five dollars -

Pay Williams & Chamberlain
11 Jany 1838 H. Williams

$ 1151 57/100 – Value Received One Year from date I promise to pay Hosea Williams or order Eleven hundred & fifty one dollars fifty seven Cents – and Interest ~~at seven per ct~~ per annum

Delaware 25 June 1835 – Cyprian Lee

1282:13 = 11 Jany 1838

Union Common Pleas.

Williams & Chamberlin
vs.
Cyprian Lee.

Judgment, (damages) $	322.47
Costs,	8.58½
Writ,	0.41

Recd Plffs. Receipt as follows. — Recd of Cyprian Lee the amt of the above judgement & Decree in Chancery in full. Except costs. Delaware Feby 28th 1843. Williams & Chamberlin

Retd without further service. March 25. 1843

W W Steele Sheff

Serv 35
Mil 5
40

Filed March 25th 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 12th day of July, A. D., 1839, Hosea Williams and Charles C. Chamberlin, partners under the name and firm of Williams & Chamberlin,

recovered against Cyprian Lee

as well the sum of one thousand three hundred and twenty two dollars and forty seven cents, for their damages, as the sum of $ 8. 58½ 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 Cyprian Lee,

you cause to be made the damages and cost aforesaid with interest thereon from the 12th day of July, A. D., 1839, until paid. Also, the sum of $ 0.141 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 Plaintiffs.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this ~~11th~~ 29th day of December, A. D., 1842.

Attest: John Cassil, CLERK.

Filed Dec. 30, 1849.
John Cassil, Clerk.

45
27
18

PAID 6

Clerk. Court Com. Plea
Marysville
Union County

DELAWARE DEC 14 OHIO

Willing & Chamberlin
vs
Cyprian Lee } Judgt in Assum
C. P.

Issue Execution returnable next term

S. Finch
atty for plff

Same
vs
Same } Decree of foreclosure of Mort.

Issue decretal order for sale of Mortgd premises

S. Finch
Sol. for compl

Civil/Domestic Case File

Case No. 1839-CV-0018

No. 39-cv-18

Union Common Pleas Court.

Petit Deeming & Co
Plaintiff,

AGAINST

Stephen McLain,
Defendant.

APR TERM 1839

JUDGMENT VS DEFENDANT
$ 20497

Journal 2 Page 81

Record No. 3 Page 214

Ex. Doc. Page

Union Com. Pleas

Petit, Dunning & Co.

vs. } Dec.

Stephen McLain

Debt $ 196.09

Dam. $ 5.88

$ 201.97

Confessed by ~~I. Fried Esq.~~

John L. Minn Esq.

Cos bill made

Recorded

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

Union — County, ss. Joseph Petit, Ozar Dunning and Myron S. Goodman, trading as Petit, Dunning and Co. Plaintiffs by Brush & Gilbert their Attorneys complain of Stephen McLain Defendant of a plea, that he render to the said Plaintiffs the sum of one hundred & ninety six dollars and nine — cents, of lawful money of the United States, which he owes and unjustly detains from them. For that, whereas, the said Defendant heretofore, to-wit: on the 25th day of October — One Thousand Eight Hundred and thirty eight at Marysville in the county of Union — and State of Ohio, and within the jurisdiction of this court, by his certain writing obligatory, sealed with his seal, and now here shewn to the court, the date whereof is the day and year aforesaid. For value received promised to pay said Plaintiffs, the sum of one hundred and ninety six dollars and nine cents, one day after date.

yet the said Defendant, (although often requested so to do,) has not as yet paid the said sum of one hundred & ninety six dollars and nine — cents, above demanded, or any part thereof, to the said Plaintiffs but has hitherto wholly neglected and refused, and still neglect and refuse so to do, to the damage of the said Plaintiff of Two hundred — dollars and ~~bring suit, &c.~~ therefore they bring suit &c.

Brush & Gilbert — *Attorneys for Plaintiff.*

and the said defendant, by John L. Miner Esq. his Attorney comes and says, that he cannot gainsay the action of the said Plaintiffs, but confesses, that he does owe to the said Plaintiffs the sum of one hundred and ninety six dollars and nine cents, and that the Pltffs have sustained damages, by reason of the detention thereof, to the sum of Five dollars & eighty eight cents and by virtue of a warrant of Attorney for that purpose executed by deft, judgment is confessed for the sum of $196.09 debt and $5.88 damages, and by virtue of the same warrant of Attorney all error is released and all right and benefit of appeal waived.

J. L. Miner for Defts

Stephen McLain

to. { Bond & Warrant
of Atty.

Petit, Dunning & Co.

To S. Brush Esquire, and to any Attorney of Record in the State of Ohio, or elsewhere.

I hereby authorize 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 Joseph Petit, Czar Dunning & Myron S. Goodman, trading as Petit, Dunning & Co.
and therein to receive a declaration upon a certain sealed bill, or writing obligatory, bearing date on the twenty fifth day of October — A. D. 1838, by me sealed and delivered to the said Petit, Dunning & Co.

for the sum of One hundred and ninety six — dollars, and nine cents ~~— 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 & ninety six ——— dollars, and nine ——— cents, debt, and for such damages as from said bond may appear due at the time of the rendition of said judgment, together with all costs, and to release all errors of such judgment, and waive all benefit of appeal. witness my hand & seal this 25th day of October A.D. 1838

Stephen McLain L.S.

L.S.

For value received I Joseph Petit, Czar Dunning and Myron S. Goodman trading as Petit Dunning & Co. *promise to pay the sum of* one hundred & ninety six — *dollars, and* nine — *cents, one day after date, as witness* my *hand and seal this* 25th *day of* October — *A. D.* 1838

Stephen McLain L.S.

L.S.

Civil/Domestic Case File

Case No. 1839-CV-0019

No. 32-CN-19

Union Common Pleas Court.

Jeptha Dunlap, Plaintiff,

AGAINST

William Ireland, Defendant.

APR TERM 1839

JUDGMENT VS DEFENDANT
$231 02

Journal 2 Page 84

Record No. 3 Page 218

Ex. Doc. 1 Page 148

Union Com. Pleas

Jeptha Dunlap Survivor &c.

vs } Declaration

William Ireland

Filed April 25. 1837
Jas. H. Lee Clk

cost bill made
Recorded

Moses Hearn 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 nine

Union County ss

William Ireland was summoned to answer unto Joseph Thorn Dunlop Surviving Partner of William Rock late Partners trading Under the Firm of Rock & Dunlop in a plea that he render unto him the said Plaintiff Endorsed as aforesaid the sum of Two hundred & Ten Dollars which he owes to & unjustly detains from him &c And thereupon the said Plaintiff by Moses B Corwin his attorney saith that the said Defendant on the thirtieth day of May in the year Eighteen hundred & thirty eight at Urbana Towit at Union County aforesaid made his Certain writing obligatory sealed with his seal & to the Court now here shewn & thereby bound himself to pay to Rock & Dunlop & their assigns the sum of Four hundred & forty Dollars lawful Money of the United States which might be discharged on the payment of Two hundred & Ten Dollars in one Month from the date of the said writing obligatory when he should be thereto afterwards requested nevertheless the said Defendant altho often requested the said sum of Money in the said writing obligatory mentioned hath not paid to the said Rock & Dunlop in the life time of the said Rock nor hath said Defendant since the Death of the said William Rock paid the same or any part thereof to the Plaintiff to the Damage of the said Plaintiff in the sum of One hundred Dollars & therefore he brings suit &c

Moses B Corwin Pltffs
Atty

William Ireland

act } Cognovit &c

Jephthah Dunlop

Union Common Pleas 1839

William Ireland
vs
Joseph Thos. Dunlop Survivor &c
Plea &c

And the said William Ireland by R R McNemar his Attorney comes & defends the wrong & injury when &c And says that he cannot gainsay the action of the Plaintiff but here confesses that the Defendant is Indebted to the Plaintiff in the sum of Two hundred & Ten Dollars as is shown in the Plaintiffs Declaration alledged against him & that the Plaintiff hath sustained damage by reason of the Detention of said Debt to the amount of Twenty one Dollars & fifty two Cents

R. R. McNemar atty
for Ireland

William Ireland
& Co
$240.00

$240..00

Urbana, May 30th — **1838.**

KNOW YE, That ~~we~~ I are hereby ~~jointly and severally~~ bound to pay to Rock & Dunlap and there assigns, the sum of Two hundred and forty dollars, lawful money of the United States, on this condition, that if ~~we or either of us~~ I pay the said Rock & Dunlap —— or order, the sum of Two hundred and ten dollars, in one —— month from this date, the above obligation to be void, otherwise in force. And ~~we~~ I do hereby ~~severally~~ authorize any attorney at law in the State of Ohio, to appear for ~~us and each of us~~ me, in any court of record in said State, at any regular term of such court, after the above bond shall be due and unpaid, to waive process or acknowledge service thereof, accept a declaration against ~~us or either of us~~ me in any action on said bond, and confess judgment thereon in favor of Rock & Dunlap —— or there assignee for the penalty of said bond, and for the award of execution for the amount then due, with interest, and all customary fees charged by attorneys for collection, and costs of suit, and thereupon to release all errors and waive all right of appeal in ~~our~~ my behalf.

WITNESS ***our hands and seals, the day and year above written.***

William Ireland [L.S.]

[L.S.]

[L.S.]

Rec^d this writ July 17th 1839 and on the 10th Sept 1839 I caused the within described property to be advertised for sale in the Western Citizen and Urbana Gazette to be sold at the residence of Wm Ireland in Champaign County on the 21st Sept 1839 between the hours of 10 Oclock Am & 4 Oclock P.m. of said day – at which time & place I sold part of said property for the amt of $120.12½ as may be seen by memorandum of sale on this writ –

H Vanmeter Shff ..

Rec^d of Shff Vanmeter Eighty ~~three doll~~ seven dollars Eighty three cents in full of Debt Dam & Int on this Execution Oct 30th 1839

$87.83

Jephthah Dunlap

Goods & chattels Levied hereupon are as follows two Roan Mares 4 Sets Wagon gears 1 bay mare 1 black mare 1 Sorrel Horse 1 white Cow 1 Red cow – 1 Brindle Cow – 1 black cow 1 Black cow with white face 2. 1 year old cattle and one yearling colt.

Union Com Pleas

Jephthah Dunlap

vs

William Ireland

Debt	$ 210.00
Dam.	21.52
Costs	7 62½
Increase	4.33
Writ	.35

Int from Apl 25/39

Cr June 27/39 $146.00

Made Made by sale of part of the within property $120.12½

Amt Due on this Exec $106.39

Bal over —— $13.73½

The amt over satisfying this Exe is credited on Execution favor of Wiley & Glenn vs Ireland

Shff fees		
	writt	35
	Mileage	25
	Printers bill	1.50
	Copy & add to Pr	62½
	Poundage	2.07½
		$4.80

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 the Town of Marysville on the 25 day of April A. D. 1839 Lepthah Dunlap Survivor of William Rock dec'd recovered against William Ireland For his Debt as well the sum of Two hundred and ten dollars, and $21,52 cents, for his damages, as the sum of $7.66¼ 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 Deft which you hold by virtue of a former Levy in this cause 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 $4.33 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 Plff

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

Witness James H. Gill, Clerk of said Court,
at the Court-House aforesaid, this 13th
day of July A. D. 1839

Attest: Jas H. Gill Clerk.

Rec'd of H. Vanmeter Sheriff five dollars docket fee in this Case Sept 30/1839

Moses & Cowan
Atty for Plff

Prop'y sold Sept 21/39
viz

1 pr Gears S. Crutchfield	$ 7.12½
1 " do H. Crabb	6.25
1 – do " do	2.25
1 " do " do	3.25
1 Road Wagon W. Wiley	18.87½
1 Black man^ Deft	66.00
H. Crabb	35.25
	$120.12½
Am on this Ex	106.39
Amt over	$13.73½

which amt is credited on Ex in favor of Wiley & Glenn vs Wm Ireland

H Vanmeter Shff

Union Com. Pleas

Jephthah Dunlap

vs

William Ireland

Debt	$210.00
Damages	21.52
Costs	7.62½
writ	.41

June 17. /39 made on this execution 146$ —

Sheff fees	writ	35
	mileage	15
	Bond	50
	Poundage	2.92
		$3.92

H Vanmeter Sheff

Filed July 19th 1839

J. H. Gill Clerk

June 27/39

Rec? of Sheff. Vanmeter One hundred & forty six dollars on this execution Jephthah Dunlap

Rec'd this writ May 1st 1839 and on the 4th of same month Levied on one Road wagon, four sets of Wagon Gears, one bay mare, one black mare, one sorrel Horse, one white cow, one Red cow, one brindle cow, one black cow, one black cow with white face, two one year old cattle, & one yearling colt.

The State of Ohio, Union County, ss: Champaign County
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 Jephthah Dunlap survivor of William Rock decsd recovered against William Ireland for his Debt as well the sum of Two hundred and tent dollars and twenty one dollars & 52 cents, for his damages, as the sum of $ 7.62½ 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 Ireland 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 Jephthah Dunlap 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 25th day of April A. D. 1839

Test: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0020

No. 39-CN-20

Union Common Pleas Court

John M. Blue Plaintiff,

against

William Bigge Defendant.

APR TERM. 1839

Dismissed at Pltf Cost

Journal 2 Page 101

Record No Record. Page

Ex. Doc. Page

Union Com. Pleas

William Briggs
vs
John M. Blue

Filed Apl 25. 1839
Jas. H. Lee Clk

To the Clerk of the Court
of Common Pleas
Union County Ohio

State of Ohio
Union County Paris Township Justices Docket

Wm Brigs Pl.ff
vs
John Mc Blue Deff

Suit Brought on a Transcript from the Docket of Burton Blizard a Justice of the Peace of Madison County to recover the amount of a Judgment Interest and Cost for the payment of which John M Blue became security for John M C Blue

Debt & Inter to this date	$35-31 cts
Jus costs on 1st Transcript	68
Cons Do	25
On former Suit	97½
Cons Do	55
On This Suit Scirefacias	25
Trial	25
1st & 2d Transcripts	31¼
	31¼
	3.58

Oct 24 1838 a Scirefacias issued against John M Blue and delivered to Abel Marks Constable for appearance on the 29th day of October which was returned in due time endorsed served by reading to John M Blue fee $ 10 - Mileage 20 = $ 30 cts

Oct 29th 1838 The Defendant appeared trial had, and no good cause being shown to the contrary It is considered by me that Wm Brigs the Plaintiff to the original action recover of said John M Blue the sum of thirty seven Dollars seventy six cents and his cost herein taxed at $-80 cents

Oct 29th 1838 Execution (Fi Fa) issued to Abel Marks Cons

Transcript delivered on application of Defendant

I certify the above to be a true Transcript ~~of the~~ from my Docket and of the Proceedings had before me

Ira Wood J P

Union Com Pleas

John M. Blue

vs

William Briggs

Writ of certiorari

Filed Apl 25. 1839

Jas H. Gill clk

State of Ohio Union County ss

To Isa Moore Esqr a Justice of the peace within and for the Township of Paris and County aforesaid Greeting

We command you that a certified transcript of the Record and proceedings of a certain Suit lately pending before you wherein William Briggs was Plaintiff and John M. Blue was defendant and wherein you on the 29th day of Oct. 1838 rendered a Judgment for the sum of thirty seven dollars and seventy six cents debt and eighty cents costs in favor of the said Wm Briggs and against the said John M. Blue. with all things touching the same as fully as the same are now before you you send sealed and enclosed with this writ to our Court of Common Pleas within and for the said County of Union on the first day of their next Term

Witness Jas H. Lee Clerk of said Court this 10th day of Nov A.D. 1838

Jas H. Lee Clerk

Granted to John M: Blue a writ of Sarsirare
on the within

Robert Nelson } A: Judge

Filed Nov 10. 1838
Jas H Lee Clk

Wm Biggs
vs
John, M, Blue
Transcript

Justice Docket

The State of Ohio Union County Paris Township

Wm Briggs Pltff vs John, M, Blue Deff Debt with Interest to this date $35=31 cents Justice cost on 1st Transcript - -68 Constables Do - 25 His cost on first suit - 97½ Constables - - -55 on this suit Scirefacias 25 Trial -25 Transcript 31¼ Cons cost on this suit - 30 cts	Suit Brought on a Transcript from the Docket of Burton Blizard a Justice of the Peace of Madison County - to recover the amount of a Judgment Interest and Cost for the Payment of which John M, Blue became security for John Mc Blue Oct 24th 1838 a Scirefacias issued against John M Blue and delivered to Abel Marks Constable for appearance on the 29th day of October which was returned in due time endorsed served by reading to John M Blue

Service $-10 cts, Mileage $-20=$-30 cents

Oct 29th 1835 The Defendant appeared trial had and no good cause being shown to the contrary It is considered by me that Wm Briggs the Plaintiff to the original action recover of said John M Blue the sum of thirty seven Dollars seventy six cts and his cost therein taxed at $-80 cents
Oct 29th 1838 Execution (Fi Fa) issued to Abel Marks Constable,
I do hereby certify the above to be a true Transcript from my Docket

Given under my hand this 6th day of Nov 1838 — Ira Wood Justice of the Peace

Union Com Pleas

John M. Blue
vs } Cer. Bond
Wm Briggs

Filed Nov. 10. 1838
Jos. H. Gill Clk

cost bill made

No Record

Miscellaneous
Cases
no entry

Know all men by these presents that we John M. Blue and John M. Blue of the County of Union and State of Ohio are held and firmly bound unto William Briggs of the County of Madison and State aforesaid, in the penal sum of One hundred dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs Executors and administrators sealed with our seals and dated this day of Nov. A.D. 1838

The condition of the above obligation is such that whereas the said John M. Blue hath this day obtained the allowance of a writ of certiorari to remove into the Court of common Pleas of said County a certain Judgment for the sum of thirty seven dollars seventy six & cents and Eighty cents costs lately rendered against the said John M. Blue by Ira Moore a Justice of the peace within and for the County of Union, in a certain action then pending before him wherein the said William Briggs was Plaintiff and the said John M. Blue defendant. Now if the said John M. Blue 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 John M. Blue on the further trial of said cause, after the said Judgment of the said Justice of the peace shall have been set aside or reversed then this obligation shall be void, otherwise in full force and virtue in Law

Approved

John M. Blue (Seal)

William his + mark Briggs (Seal)

Civil/Domestic Case File

Case No. 1839-CV-0021

Warren Cir Court

Spears & McClellan

vs

Daniel Kincaid

[illegible]

Filed May 17th 1839

James H. Gee clerk

The State of Ohio Union County Court of Common Pleas October term in the year of our Lord one thousand eight hundred and thirty Eight —

Union County ss —

James Spears and Alexander McClellan partners trading under the name of Spears and McClellan complains of Olive Kent and Daniel Kent (the Sheriff of said County having returned Not found as to Wesley Kent against whom process in this cause was also issued) in a plea of assumpsit for that whereas the said Olive Kent Daniel Kent and Wesley Kent on the first day of April in the year of our Lord one thousand eight hundred and thirty Six at the said County of ~~Madison~~ Union made their promissory note in writing and then and there delivered the same to William Long and thereby promised to pay the said William Long or bearer two hundred and fifty dollars in two years after the date thereof which period has now elapsed, and the said William Long afterwards towit on the twenty third day of June in the year one thousand eight hundred and thirty eight towit at said county of ~~Madison~~ Union then and there endorsed the same to the said James Spears and Alexander McClellan partners as afsd whereof the said Olive Kent Daniel Kent and Wesley Kent 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 James Spears and Alexander McClellan by the said name of their firm of Spears & McClellan according to the tenor and effect thereof; And also

and also for that whereas the said Oliver Kent Samuel Kent and Wesley Kent on the first day of October eighteen hundred and thirty eight at the said county of Union were indebted to the said Spears & McClellan as partners as aforesaid in five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request - And in five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request - And in five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request - And in five hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at their request -
And in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs - and in five hundred dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them -
And whereas the defendants afterwards on the fifth day of October in the year one thousand eight hundred and thirty eight at said County of Union in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the said plaintiffs as partners as aforesaid by the name of the said firm of Spears & McClellan 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

said plaintiffs five hundred dollars and
whereupon they bring suit &c
Ben J. Drum[illegible] atty for pltffs

Suit brot on a note of hand given by the Defendants to one William Long and by him endorsed to the plaintiffs for two hundred and fifty dollars dated April 1st 1836 also for goods sold and delivered money paid money lent money had & received

Kerr & Freeman
attys for plffs

Union Com. Pleas

Spears & McClellin
vs
Oliver Kent et als

Summons

Filed Oct 27. 1838
Jas H. Gill Clerk

Serv	75
Copy	30
Mil	40
	145

Served by delivering to a certified Copy to Oliver Kent & Daniel Kent [illegible] Kent not found Oct 27th 1838 [illegible] Sheriff

State of Ohio Union County ss

To the sheriff of said County Greeting

We command you to summon Olive Kent Westley Kent and Daniel Kent to appear before our Court of Common Pleas for the County aforesaid at the Court House in said County forthwith to answer unto James Spears and Hanaman McClellin partners trading under the name and firm of Spears and McClellin in a plea of assumpsit Damages Five hundred dollars and have you then there this writ

Witness Pat. H. Gee Clerk of said Court at the Court House this 26th. day of 1838

Pat. H. Gee Clerk

Union Common Pleas

Spears & McSellin

vs

Oliver Kent & Daniel Kent

Damages	$ 245.10
Costs	9.89½
writ	.41
	$255.40½

Filed Oct 28. 1839

James H. Gill Clerk

No. 27

Rec'd August 23d 1839

Rec'd Sept 14th $257.00

money 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 12 day of July A. D. 1839 James Spears and Alex. McSillin under firm of Spears & McSillin recovered against Oliver Kent and Daniel Kent as well the sum of Two hundred and forty five dollars and ten cents, for their damages, as the sum of $ 9.87½ 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 Oliver Kent and Daniel Kent 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 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 23 d
day of August A. D. 1839

ATTEST: James H. Gill Clerk.

Spears & McClellan } Union County –
v } Assumpsit &c
Daniel Kent et al. }

The Clerk will please to issue a writ of execution in the two cases entitled as above directed to the Sheriff of Said County August 16th AD 1839 –

P. V. Kun atty.

Spears & McClellan
v
Daniel Hunt et al.

Praecipe

Filed Oct 26. 1838
Jas. H. Gee Clk

James Spears & Alexander McClellan partners trading under the name & firm of Spears and McClellan vs Oliver Kent Wesley Kent and Daniel Kent –	Union County Court of Common Pleas – In Assumpsit – Damages $500.00/100

Issue a summons returnable forthwith "Endorse" Suit brot on a note of hand given by the defendants to one William Long and by him endorsed to the plaintiffs for two hundred and fifty dollars dated April 1st AD 1836. Also for goods sold and delivered – money paid – money lent – money had and received

To the Clerk of the court of common pleas

October 26th 1838 – Kent & Freeman attys for pltffs

22 Spears & McClellan } Union Common pleas
vs } In assumpsit
Wesley Kent et al } Damages $245.10

---

23 Spears & McClellan } Union Comm pleas
vs } In assumpsit
Daniel Kent et al } Damages $270.45

The amount of Judgments

Jot Bagorth ~~[illegible]~~ } Union Common pleas
vs } In certio
Henry Goodrich } Continued

I Sign the Within note To
Spears + McClellaid for
value Recd them June 23d 1838

William Long

Rents note
for $250

April the 1st 1836

Two years after date we or either of us promise to pay William Long Barr Two hundred and fifty Dollars it being for value received as witness our hands and seals

Atest
Moses Gullenston

Oliver Hunt
Wesley Hunt
Daniel Hunt

I Asign the With in Note To
Spears & J McClelland for value
Recd of them Jan 23d 1858

William Long

Rent Note
for $2.16.00

Hopewell Mo 1 Ap 1836

Twelve months after date we or either of us promis to pay William Long or Bearer two hundred and fifteen dollars it being for vallue received as witnis our hands and seals

Atest
Moses Fullington

Olive Kent
Wesley Kent
Daniel Kent

Civil/Domestic Case File

Case No. 1839-CV-0022

No. 39-CN-22

Union Common Pleas Court.

Spears & McLillian
Plaintiff,

AGAINST

Olive Hunt et al
Defendant.

JUL TERM, 1839

JUDGMENT VS DEFENDANT

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Record No. 3 Page 243

Ex. Doc. Page

Spears & McClellan
v
Wesley Hunt et al.

Praecipe

Filed Oct 26. 1838
Jas. H. Price Clk

James Spears & Alexander McClellin partners trading under the name & firm of Spears and McClellin

vs

Olive Kent Wesley Kent and Daniel Kent —

Union County

County common pleas —

On assumpsit —

Damages $500.00/100

Issue a summons returnable forthwith. Endorse " suit brot on note of hand given by defendants to one William Long and by him endorsed to plaintiffs for two hundred and fifteen dollars dated April 1st AD 1836. Also for goods sold and delivered — money lent — money paid — money had & received —

To the Clerk of the Court of common pleas —

Kerr & Freeman

October 26th 1838 —

attys for pltffs —

Simon Cam— plts

Spear f McClellan

v

Daniel Hunt et al

Nar, in Assumpsit

Filed May 17th 1839
James H. Gill clerk

R

The State of Ohio Union County Court of Common Pleas of the term of October in the year one thousand eight hundred & thirty Eight Union County, —

James Spears and Alexander McClellan partners trading under the name of Spears and McClellan complains of Oliver Kent, and Samuel Kent ~~and~~ the Sheriff of said County having returned not found as to Westley Kent against whom process in this cause was also issued, in a plea of assumpsit for that whereas the said Oliver Kent Samuel Kent and Westley Kent, on the first day of April in the year eighteen hundred and thirty six at the said County of Union made their promissory note in writing and then and there delivered the same to William Long and thereby promised to pay the said William Long or bearer two hundred and fifty dollars in twelve months after the date thereof — which period has now elapsed and the said William Long afterwards towit on the twenty third day of June in the year eighteen hundred and thirty eight at said County of Union then and there endorsed the same to the said James Spears and Alexander McClellan partners as aforesaid whereby the said Oliver Kent Samuel Kent & Westley Kent 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 James Spears and Alexander McClellan by the said name of their firm of Spears & McClellan according to the tenor and effect thereof. Said dollars for

that whereas the said above Kent Samuel Kent and Wesley Kent on the first day of October eighteen hundred and thirty eight at the said County of Union were indebted to the said plaintiffs as partners as aforesaid in five hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants at their request — And in five hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request — And in five hundred dollars for money then and there lent by the plaintiffs to the defendants at their request — And in five hundred dollars for money then and there paid by the plaintiffs for the use of the defendants at their request — And in five hundred dollars for money then and there received by the defendants for the use of the plaintiffs — And in five hundred dollars for money found due from the defendants to the plaintiffs on an account then and there stated between them —
And whereas the defendants afterwards towit on the fifth day of October in the year one thousand eight hundred and thirty eight at said said County of Union in consideration of the premises then and there promised to pay the said last — mentioned several sums of money to the plaintiffs by the name of their said firm of Spiers & McCabe 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

paid thereof — to the damage of the plaintiffs five hundred dollars and therefore they bring suit &c

By Wm J Fraser their atty

Union Com. Pleas

Spears & McSellin
vs
Olive Kent et als

Summons

Filed Oct 27. 1838
Jas. H. Gillette

Ser	75
Copys	30
Mil	50
	1,55

Served by Delivering a certified Copy to Olive Kent & Daniel Kent Matthew Kent not found
Oct 27th 1838 R Clark Sheriff

Suit brought on a note of hand given by defendants to one William Long and by him endorsed to Plaintiffs for two hundred due fifteen dollars dated April 1st A.D. 1836 also for goods sold and delivered money lent money paid money had and received

Kerr & Freeman
Attys for Plffs

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Olive Kent Westley, Kent and Daniel Kent to appear before our Court of Common Pleas in and for the County of Union at the Court House in said County forthwith to answer unto James Spears and Alexander McClellin partners trading under the name and firm of Spears and McClellin in a plea of assumpsit Damages Five hundred dollars and have then there this writ

Witness Dav. H. Gill Clerk of said Court at the Court House this 26th day of Oct A.D. 1838

Dav. H. Gill Clk

Union Common Pleas

Spears & McLellin
vs
Oliver Kent & Daniel Kent

Damages	$270.45
Costs	9.87½
writ	.41
	$280.75½

Filed Oct 28. 1839
James H. Gill Clerk

No. 28

Recd August 23d 1839
Recd Sept 19th 1839 $280.00
Money 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 James Spears & Alex. McClellan man firm of Spears & McClellan recovered against Oliver Kent & Daniel Kent

as well the sum of Two hundred and Seventy dollars and forty five cents, for their damages, as the sum of $ 9.89½ 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 Oliver Kent and Daniel Kent 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 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 23d
day of August A. D. 1839
ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0023

Civil/Domestic Case

1839-CV-0023

located with

Supreme Court Case

1839-SC-0008

Civil/Domestic Case File

Case No. 1839-CV-0024

No. 39-CV-24

Union Common Pleas Court

Henry Starr Plaintiff,

against

Isaac Maxton Defendant.

JUL TERM 1840

Discontinued

Journal 2 Page 236

Record No. No Record. Page

Ex. Doc. Page

H Stone Adm of [illegible]

vs

Isaac Mattox

Praecipe

Filed May 23d 1839

James H. Gill clk

Hall pro Plff

Henry Starr Admr of John B Baird
vs
Isaac Mattox } Assumpsit
Damages 300$
Issue summons Indorse suit brot to recover amount of two promissory notes given by Deft to John B Beard in his life time one calling for $113 43¾ cents one year from date dated July 12th 1834 ~~two~~ the other calling for $113 43¾ cents two years from date Dated July 12th 1834
A Hall Atty Plff

Union Com. Pleas

Henry Starr Admr
vs } Summons
Isaac Mattox

not found in the County. R Clark sheriff

Serv ——— 35
Mil ——— 75
$1,10

Filed July 8. 1839
James H. Gall Clk

1840

Suit Brot to recover amount of two promissory notes given by Defendant to John B. Baird in his life time the calling for $ 113.43¾ cents dated July 12th 1834 one year from date the other calling for $ 113.43¾ cents dated July 12th 1834 two years from date A. Gall atty for pltf

The State of Ohio Union County ss

To the sheriff of said County Greeting

We commance you to Summon Isaac Mattox 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 Henry Starr Admr. of John B. Baird in a plea of assumpset Damages Three hundred dollars and have you then there this writ

Witness James H. Gee Clerk of said Court at the Court House aforesaid this 23d day of May A.D. 1839

James H. Gee Clerk

Civil/Domestic Case File

Case No. 1839-CV-0025

No. 39-cv-25

Union Common Pleas Court.

W. Goldsbury
Plaintiff,

AGAINST

L. Sarpening,
Defendant.

OCT TERM. 1839

Dismissed at
cost of pltff

No Record.

Journal 2 Page 154

Record No. Page

Ex. Doc. Page

W Goldsborry
vs
L Tarpming

Precipe and
Affidavit

Filed June 10. 1839
James H. Gill Clk

Willoby Goldsberry vs Lawrence Tarpning } Union County Court of Common Pleas July term 1835 In damages 50 dollars

Issue a writ of Replevin for the following goods and chattels to wit one Bay horse of common size Black mane and tail, of the goods and chattels of Plaintiff wrongfully detained by Deft

W. C. Lawrence his agt.

Clk Com Pleas

State of Ohio } Union County ss.

Personally appears the above named Willoby Goldsberry and being duly sworn according to law says that he has good right to the possession of the goods and chattels described in the above precipe and that the same are wrongfully detained from him by the Defendant and that said horse was not taken on execution issued on any Judgment against him the said Goldsberry nor for the payment of any tax fine or amercement assessed against him nor by virtue of any other writ of replevin or any other mesne or final process whatsoever issued against said plaintiff and further saith not

Willoby Goldsberry

Sworn to and subscribed before me this tenth day of June A.D. 1835

Ira Wood J.P.

Union Com. Pleas

Willoby Goldsbury
vs } Replevin
Lawrence Lassuing

Served by delivering a certified copy to Defendant and appraising Horse by the oaths of A Saber F Northamer and Mike Madie second Pltffs orders to stay process

R Clark Shriff

Serv	35
Mit	50
Copy	20
App. fees	1,50
Bond	50
Inquest	100
	405

Filed July 8. 1839
James H. Gill Clk

The 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 Willoby Goldsby the following goods and chattels to wit One bay horse of common size Black mane and tail which Lawrence Jaspering wrongfully detains from the said Willoby Goldsby as it is said and also that you summon the said Lawrence Jaspering to appear at the next Term four Court of Common Pleas to be held within and for the said County of Union to answer unto the said Willoby Goldsby for the unlawful detention of the goods and chattels aforesaid Damages fifty dollars and have you then there this writ

Witness James H. Gill
Clerk of the Court of Common
Pleas in and for the County aforesd
this 10th day of June A.D. 1839

James H. Gill Clerk

I hereby authorize and require the Sheriff to return the above Writ without further process
June 10th 1839

Willoby Goldsby

Civil/Domestic Case File

Case No. 1839-CV-0026

No. 39-CN-26

Union Common Pleas Court.

H. S. Gillett,

Plaintiff,

AGAINST

William Gabriel Jr. et al

Defendant.

OCT TERM 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 144

Record No. 3 Page 297

Ex. Doc. 1 Page 163

Union Com Pleas

Harris S. Gillit for &c

vs

William Gabriel Jr

& John Gabriel

Filed June 25. 1839

James H. Gill

Clerk

Horace S. Gillet - for the use of the Assignee of Charles Cowles
vs.
William Gabriel, Junior - and John Gabriel - partners in business -

} In Assumpsit - Damages $200.

Issue a summons returnable at next term Indorse "Suit brot on note of hand given by defendants to plaintiff for one hundred and forty five dollars dated April 12th. 1838 - also for goods sold and delivered work done money paid lent & advanced and on an account stated."

To the Clerk of Union Common Pleas

H. S. Gillet
in pro. per.

June 22d 1839

Union Com. Pleas

Horrace S. Gillet pro.

vs } Summons

Williams Gabriel Jr et al.

Served by delevering a certefyed copy to each Defendant

R. Clark Sheriff

Serv —	55
Mil —	40
Copys —	32
	$1,27

Filed July 8. 1839

James H. Gill Clk

"Suit brot on note of hand given by defendants to plaintiff for one hundred and forty five dollars dated April 12th 1838 also for goods sold and delivered work done money paid lent & advanced and on an account stated."

H. S. Gillet in propria

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William Gabriel Jr and John Gabriel Partners in business

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~~ on the first day of next Term to answer unto Herman S. Gillet for &c

in a plea of Assumpsit Damages Two hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 25 day of June A.D. 18 39

James H. Gill CLERK.

Union Com. Pleas

H. S. Gillet for &c.
vs
William Gabriel Jr. et al.

Ans.

Filed July 13. 1839
James H. Gill Clk
cost bill made

Gillet

Franklin County ss. } Court of Common Pleas
July Term A.D. 1839

Horace S. Gillet for the use of the assignee of Charles Cowles complains of William Gabriel Sen. and John Gabriel for that whereas on the 12th. day of April 1838 at the county aforesaid the defendants were partners in trade under the name of William Gabriel Sen. and John Gabriel and being so partners the said defendants on the day and year last aforesaid at Columbus to wit at the county aforesaid made a certain promissory note in writing and delivered the same to the said plaintiff and thereby under the ~~partnership~~ name aforesaid promised to pay to the said plaintiff for the use aforesaid one hundred and forty five dollars on or before the first day of December 1838 which period has now elapsed and the said Defendants under the partnership name aforesaid then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff for the use aforesaid according to the tenor and effect thereof - And also for that whereas the said defendants on the 20th. day of June 1839 at the county aforesaid under their said partnership name was indebted to the plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold by the the plaintiff to the Defendants at their request - And in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request - And in two hundred dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request - And in two hundred dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them - And whereas the defendants afterwards to wit on the day and year last aforesaid in consideration of the premises by their said partnership name then and there promised to pay the said last mentioned 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 two hundred dollars and thereupon he brings suit &c

H. S. Gillet
in pro. per.

Union Com. Pleas

Horrace S Gillet

vs No. 7

William Gabriel Sr &

John Gabriel

damages	$152.97
costs	8.95
writ	41
Serv —	55
Levy ---	35
Adv —	1,87½
2 Bonds —	1,00
Mil. ...	1,00
Poundage	80
	$5,57½

Filed May 20th 1840

Jas. H. Gill Ck.

Recd Dec 21st 1839 Feb 15th 1840 Recd $40.00
Levied on 25th day of April in conjunction with an execution in favor of C Runion upon ten head of Horses and advertised to sell on the 9th day of May, offered property for sale 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 31st day of October A. D. 1839 Horace S. Gillet recovered against Wm Gabriel Jr and John Gabriel as well the sum of one hundred and fifty two dollars and ninety seven cents, for his damages, as the sum of $ 8.95½ 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 Wm Gabriel Jr and John Gabriel you cause to be made the damages and costs aforesaid, with interest thereon from the 31st day of Oct 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 Horace S Gillet 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 November A. D. 1839

ATTEST: James H. Gill Clerk.

Union Com. Pleas

Horrace S. Gillet

vs

Wm Gabriel Jr &

John Gabriel

Damages	$ 152.97
costs	8.95½
Increase	5.98
writ	.35

Serv	55
Adv	1,87½
Mil	45
Bond	50
	$3,37½

Filed July 7. 1840
Jas. H. Gill Clk

Recd June 26th 1840
Advertised property for sale on the 6th Day of
July offered property agreeable to advertisement
and found no bidders   R. Clark Sheriff

a

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 20 day of A. D. 1839 Horace S. Gillett recovered against Wm Gabnie Jr & John Gabnie as well the sum of one hundred & fifty two dollars and ninety seven cents, for his damages, as the sum of $ 8.95½ 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 Debtors you cause to be made the damages and costs aforesaid, with interest thereon from the 21st day of Oct A. D. 1839, until paid. Also the sum of $ 5.98 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 Gillett 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 June A. D. 1840

ATTEST: Jas H Gill Clerk.

Union Common Pleas

Horrace L. Gillet
vs
Wm & John Gabriel

Cost	$ 8,95½
Increase	6.65
Writ	.41
	16.01
Serv	35
Mile	25
	60

Filed Apl 17. 1844
John Cassil Clk

Rec'd this writ Feb 28. 1844, by Consent of Clerk Sheff + Defendants this writ is stayed. Apl 17. 1844.
W. W. Steele Sheff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

WHEREAS, in a certain action of assumpsit lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Horace S. Gillet was plaintiff, and ~~Mrs~~ & John Gabriel was defendant, the costs of said Defendants were taxed at eight dollars ninety five cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Defendants in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 31st day of October A. D. 1839 until paid. also $6,65 costs of increase and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 28th day of Febr. A. D. 1844

John Cassil CLERK.

Ex docket No 1. Page 77

Horace S. Gillett

v

Wm Gabriel & John Gabriel

Damages	$152.97
costs	8.95
Increase	14.31
writ	.35

Ex Feb 15. 1840 $40.00

Recd this writ Nov 17. 1841
Advertised - property for sale
Apl 23 1842 not sold
for want of Bidders
N N Steele Shff

Serv 35
Mile 35
Advg 1.00

Filed Apl 25. 1842
Sal. A. 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 31st day of Oct A. D., 1839 Horace S. Gillett

recovered against William Gabine Sr & John Gabine

as well the sum of one hundred and fifty two dollars and ninety seven cents, for his damages, as the sum of $8.95½ 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~~ of the said Defts but ten head of horses which you have levied and which you have not sold as you have return

you cause to be made the damages and costs aforesaid, with interest thereon from the twelfth day of October A. D., 1839, until paid. Also, the sum of $14.31 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Gillett

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 Nov. A. D., 1841

Attest: James H. Gill CLERK.

Ex. Doc. No. 1 page 77

Horrace L. Gillet
vs
Wm & John Gabriel

Costs	8,85
Interest	3 31
Increase cost	17 36
Interest	5 21
Writ	41
	$35,14

Service —	35
Mileage — —	25
Poundage — —	[illegible]0

Filed April 15th 1846
John Cassil, Clerk

Filed April 16th 1846
John Cassil Clerk

Money Made in full on This Execution —
Wm W. Robinson
Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action of Assumpsit lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Horace S. Gillet was plaintiff, and William jr. & John Gabriel were defendants, the costs of said were taxed at eight dollars eighty five cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said William jr. & John Gabriel in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 31st day of October A. D. 1839 until paid, also $ 17,36 increase costs and its interest and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 15th day of December A. D. 1845

John Cassil CLERK.

130 G.

Civil/Domestic Case File

Case No. 1839-CV-0027

No. 39-CV-27

Union Common Pleas Court.

McDonalds, Executors
Plaintiff,

AGAINST

Isaac Kigar
Defendant.

OCT TERM. 1839

JUD'G VS PLAINT'F

Journal 2 Page 167

Record No. 3 Page 310

Ex. Doc. 1 Page 165

some part thereof and I being sued in this action as a casual ejector and having no title to said premises do advise you to appear at the next term of the Court of Common Pleas to be holden on the 12th day of July next in and for the Coun-ty 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

June 10. 1839

Your loving friend

Richard Roe

Union Com Pleas

John Doe on dem &c

vs

Isaac Rigas

Filed June 26. 1839

James H. Lee Clerk

JUD'G VS PLAINT'F

State of Ohio } Union County Court of Common
Union County ss } Pleas for the July term 1839

John Doe complains of Richard Roe for that James Cox Robert Sermon and Thomas C McCullock executors of the last will and testament of Alexander MacDonald late of Maryland deceased on the first day of March in the year 1837 at the County aforesaid had demised the following lands and tenements to wit lying on Mill Creek in the County of Union aforesaid and No of Survey and Entry (4265) four thousand two hundred and sixty five of the Virginia Military lands ~~entered~~ unpatented in the name of John Holmes for thirteen hundred and thirty three acres and one third of land and also 10 messuages 10 Cabins 10 Barns 10 gardens eighty acres of arable land fifty acres of plow land fifty acres of pasture one thousand acres of wood land fifty acres of land covered with water and 100 acres of land with the appurtenances situate in said County of Union. To have and to hold the same to the said John from the said first day of March 1837 aforesaid for and during the term of ten years thence next ensuing. By virtue of which said demise the said John entered into said tenements and appurtenances and was possessed thereof for the term aforesaid and the said John being so possessed the said Richard afterwards to wit on the tenth day of March in the year 1837. with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom and other wrongs to the said John then and there did to his damage five cents and therefore he sues &c By W Lawrence his atty

Mr Isaac Kigar Dr Sir I am informed that your are in possession of and claim ~~possession~~ ~~to~~ title to the premises in this declaration mentioned or to

John Doe Ex dem
&c
v
Isaac Stiger

Plea

Filed July 13. 1837
Jas H. Lucas Clk

John Doe Ex Dem James Cox Robert Lemmon & Thomas E McCullock Executors of the Last Will & testament of Alexander McDonold Decd }

vs

Isaac Kiger

And the said Isaac Kiger comes and confesses the lease entry and ouster in said declaration mentioned and admits himself to be in possession of the premises in said declaration mentioned And for plea says that he is not guilty of the trespass and Ejectment in the said declaration alleged against him and of this he puts himself upon the country &c

Byrd Wall
his Atty

Union Com. Pleas

McDonalds Executors

vs } Ex.

Isaac Rigar

Costs	$ 8.49½
writ	41
S, Costs	72

Filed May 18th 1840

Jas. W. Gill Clk

Recd Dec 30th 1839 Docket fee payed to Atty tax & Judg.

May 16th Money 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 31st day of October A. D. 1839 recovered against James Cox Robert Lemon Isaac Rigar and Thomas G. McCulloh Exrs of the last will & Testament of Alex McDonald late of Baltimore deceased as well the sum of dollars and cents, for damages, as the sum of $ 8.49 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 Cox Lemon and McCulloh 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 Rigar 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 Dec A. D. 1839
ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0028

Civil/Domestic Case

1839-CV-0028

located with

Supreme Court Case

1840-SC-0006

Civil/Domestic Case File

Case No. 1839-CV-0029

No. 39-CV-29

Union Common Pleas Court.

Henry Accerine
Plaintiff,

AGAINST

P B Smith
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT

$439 73

Journal 2 Page 152

Record No. 3 Page 298

Ex. Doc. 1 Page 162

Henry Amrine
vs
P. B. Smith

Praecipe

filed June 28.
1839

Issued June 28. /39
Jas H. Gu[illegible] Clk

Henry Amine
vs
Peyton B Smith

Union Com Pleas 1839 June 27
Assumpsit damages $ 600.00

Issue a Summons returnable on the first day of next term and endorse suit B roll on Two notes of hand executed by Defendant and delivered to plaintiff on the 13th of October 1836 each for two hundred and fifty dollars. the first due on the 13th of June 1838 the second on the 13th 1839. with interest from date.

B G
H Lawrence his atty

Clk Com Pleas

August 9th / 1838
Bot, of William Tharp
one Corryale at Seventy
five Dollars. which is
hear plasea to the
Credit of the within
note.

Received seventy Dollars on the
within Note on this Date august
the 29. 1838

$43\frac{72}{100}$

Ammie or
Smith

75
70

145

august 15. 1838

on or before the thirteenth day of June 1838 I promise
to pay Henry Arrine or order two hundred and fifty
dollars with use Octr 13th 1836 P B Smith

on or before the thirteenth day of June 1839 I
promise to pay Henry Arrine or order two hundred
and fifty dollars with use Octr 13 1836 P B Smith

Union Com: Pleas

Henry Amrine
vs } Summons
Peyton B. Smith

Served by delivering
a certified copy
R Clark Sheriff

Serv	35
Mit	5
Copy	20
	60

Filed July 8. 1839
James H. Gill Clk

Suit Brot on two notes of hand executed by Defendant and delivered to plaintiff on the 13th of Oct 1838 each for two hundred and fifty dollars the first due on the 13th of June 1838 the second on the 13th 1839 with interest from date — By

W. C. Lawrence his atty

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Peyton B. Smith

to appear on the first day of next Term ~~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 Henry Amrine

in a plea of assumpsit Damages Six hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 28th day of June A.D. 1839

James H. Gill CLERK.

Union Com Pleas

H Amrine
vs
P B Smith

Nar
Filed July 20. 1838
James H. Gill Clk
Cost bill made

State of Ohio } Union Com Pleas July term 1839
Union County ss }

Henry Amrine Complains of Peyton B. Smith in a plea of assumpsit for that whereas the said Peyton on the 13th day of October A D 1836 at the County aforesaid made his promisory note in writing and delivered the same to the said Henry and thereby promised to pay the said Henry Amrine or order two hundred and fifty dollars on or before the 13th day of June A D 1838 which period has now elapsed and the said Peyton then and there in consideration of the premises promised to pay the amount of the said note to the said Henry according to the tenor and effect thereof. And also for that whereas the said Peyton on the day and year aforesaid at the County aforesaid made his certain other promisory note in writing and delivered the same to the said Henry and thereby promised to promised to pay the said Henry Amrine or order the sum of two hundred and fifty dollars with use on or before the 13th day of June 1839 which period has now elapsed and the said Peyton then and there in consideration of the premises ~~promised~~ promised to pay the amount of the said last mentioned note to the said Henry according to the tenor and effect thereof. Yet the said Peyton Hath disregarded his said promises and hath not paid the said several sums of money nor either of them nor any part thereof To the damage of the said Henry $ 600.00 and thereupon he sues &c

By W B Lawrence
his atty

Henry A Morine
vs
P B Smith

Mon Com Pleas on Judgment
Oct Term 1839

Clk will issue an execution in the above case that the Judgment and costs may be made
By N C Sawyer Atty for plff

Union Com. Pleas

Henry Amrine
vs No. 5
P. B. Smith

Judg. Damages	$439.72
Costs	8.10½
writ	41
Lev	35
Mil	5
Adv	1,87½
	10
Record	35
Levy	2,72½

Filed May 4th 1840
Ja. H. Gill. Clerk

Rec'd Nov 4th 1839
Nov 29th Levied in conjunction with an execution in favor of M. & Gilbert upon one Cow and Advertised to sell on the 10th day of Dec offered property and Cow to A Cherry for $4.00 no more property found
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 31st day of October A. D. 1839 Henry Amine recovered against Peyton B. Smith as well the sum of Four hundred and thirty nine dollars and Seventy two cents, for his damages, as the sum of $8.10¼ 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 Peyton B. Smith 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 Henry Amine 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 Nov. A. D. 1839

ATTEST: James H. Gill Clerk.

Civil/Domestic Case File
Case No. 1839-CV-0030

No. 39-CW-30

Union Common Pleas Court.

Hardy & Spaulding
Plaintiff,

AGAINST

Leander Stone,
Defendant.

OCT TERM. 1839

Dismissed

Journal 2 Page 153

Record No. No Record. Page

Ex. Doc. Page

Union Com. Pleas

Hardy & Spalding
vs } Ca
Leander Stone
William Walker
Joseph Walker

Filed July 10. 1839
James H. Gill Cl

The State of Ohio Union County ss

Elisha Hardy & Rodney Spalding Partners under the Firm of Hardy & Spalding vs Leander Stone William Walker & Joseph Walker	In Assumpsit Damages $500.

The Clerk of the Court of Com. Pleas of said County will issue a summons to Union Co. for Wm & Joseph Walker above named & to Delaware Co. for the above named Stone — Returnable to next Term of Court. Endorse Suit No. 7 on a Joint & several promissory note given by Defts to Henry Stoughtenburgh or order (& by him indorsed to Plffs) — for $150. Dated March 28. 1837 Due in 9 mos. also on Com. County &c

Godman & Rowe
Attys for Plffs

Union Com. Pleas

Hardy & Spalding

vs } Summons

Leander Stone

William Walker &

Joseph Walker

Serv — 75

Mil — 10

85

Filed July 12. 1839

James H. Geib Clk

Suit brot on a joint & several promissory note given by Defts to Henry Staughton or order & by him endorsed to Plffs) for $150. dated March 28. 1837 due in nine mos. also on Com. counts &c

Godman & Rowe Attys for Plffs

not found in the County

[illegible] Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Leander Stone Williams Walker and Joseph Walker to appear on the first day of next Term

[redacted], 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 Elisha Hardy & Rodney Spalding Partners under the firm of Hardy & Spalding

in a plea of assumpsit Damages Five hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 10th day of July A.D. 1839

James H. Gill CLERK.

Union Com. Pleas

Hardy & Spalding
vs } Summons

Leander Stone
William Walker
Joseph Walker

Filed August 13th 1839
Jas. H. Gill Clk

Served on Leander Stone by ~~reading~~ Copy August 9th 1839 the other Defts not found within my bailiwick
P. Bunker
Shff U. C.

Fees

Writing 50
Service & ret 35
Copy 15
90
Postage Pd by Gill 10
P. Bunk

Suit Brot on a joint & several promissory note given by Defts to Henry Stoughtenburgh or order (& by him Endorsed to Plffs) for $150. Dated March 28 1837 Due in nine mos. also on com. counts &c

Godman & Rowe
attys for Plffs

State of Ohio, Union County, ss, Delaware

To the Sheriff of ~~Union~~ County, Greeting:

We Command you to summon Leander Stone William Walker and Joseph Walker to appear on the first day of next Term

~~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 Elisha Hardy & Rodney Spalding Partners under the firm of Hardy & Spalding in a plea of Assumpsit Damages Five hundred Dollars, And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this 10th day of July A.D. 18 39

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0031

No. 39-CV-31

Union Common Pleas Court.

Silas G Strong Plaintiff,

AGAINST

John Saxton Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT

$184 23

Journal 2 Page 152

Record No. 3 Page 299

Ex. Doc. 1 Page 210

S. G. Strong - use of the
Urbana Banking Co
— { Debt 180$
Dam 100$
John Saxton

Precipe

Filed July 12. 1839
Jas H. Gill
Clk

Silas G Strong for the use of the Urbana Banking Co
v
John Saxton

Union Com. Pleas
July T. 1839
~~Case~~
Debt $180
Dam. $100

Issue a Sum^s^ returnable forthwith & endorse "Suit brot on three several sealed bills executed by deft. to plff each for 60$ all dated Nov. 13 1834 one payable two years after date, another ~~three~~ years after date, & the third four years after date with interest from date.

S. H. Gill clerk
July 12th 1839

R. R. McNemar atty

Silas G. Strong - use of
the Urbana Banking Co.
Debt $180
Dam 100 $
John Saxton

Nar.

Filed July 15th 1839
Jas. H. Gill Clk
cost bill made

State of Ohio, Court of Common Pleas
July 7. 1839

Union County. ss.

Silas G. Strong for the use of The President & Directors of the Arcona Banking Company, complains of John Saxton in a plea of Debt. for that whereas the said John Saxton on the 13th day of November A.D. 1834 made his three several writings obligatory of that date, sealed with his seal (and now to the Court here shown) and then and there delivered the said several writings obligatory to the said Silas G. Strong who sues for the use of said Company as aforesaid: and the said John Saxton by one of said writings obligatory promised to pay to the order of said Silas G. Strong sixty dollars two years after the said date thereof: with interest from said date: and the said John Saxton by another of said writings obligatory promised to pay to the order of said Silas G. Strong sixty dollars three years after the said date thereof: with interest from said date: and the said John Saxton by the other of said writings obligatory promised to pay to said Silas G. Strong sixty dollars four years after the said date thereof: with interest from said date: which said several periods have now elapsed: Yet the said John Saxton hath not paid the said several sums of money, nor any part thereof: To the damage of Plff. Silas G. Strong who sues for the use of said Company as aforesaid One hundred dollars, & therefore this suit is brought.

R. R. McKeman
atty

Union Com pleas

Silas G Strong
for the use of the
Urbana Banking
Co

vs } Summons

John Saxton

Debt $180 —
Dam $100

Served by delivering
a certified copy to Deft
R Clarke Sheriff

Serv — 35
Mil — 20
Copy — 16
71

Filed July 13. 1839
Jas H. Gill Clk

Suit brot on three Several Sealed Bills executed by
deft to pltff each for Sixty dollars all dated Nov 13 1834
one payable two years after date another three years
after date & the third four years after date with interest
from date

R R McNemar atty

J H Gill Clerk
July 12 1839

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON John Saulsin

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 Silas G Strong for the use of the Urbana Banking Co

in a plea of Debt Damages One hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 12th day of July A.D. 1839

James H Gill CLERK.

Union Com Pleas

Silas G. Strongfreer

vs } No. 35

John Saxton

Debt.	$165.00
Damages	19.23
Costs	8.66½
Writ	.41

Cr. pd McNomaer Oct - 31. 1839 ——— 30.00

Made $24.74 Jany 7. 1841

Cr by Clks Recpt June 15. 1840 24$

Cr " Do Jany 27. 1840. 8.66

Made Jany 19. 1841. $109.00

Filed Jany 19. 1841

Jas H Gill Clk

Sheff Fees

Mileage	.20
Service	.35
Poundage	2.90
Advtg	1 12½
	$4.57

Recd this writ Jany 6. 1841. 1 Horse 2 Cows, 14 Hogs & advertised for sale

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 thirty first day of October A. D., 1839

Silas G. Strong for the use of the Urbana Banking Company

recovered against John Saxton as well the sum one hundred and sixty five dollars Debt

as ~~well~~ the sum of Nineteen dollars

and twenty three cents, for his damages, as the sum of $8.66¼

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 Saxton

you cause to be made the damages and costs aforesaid, with interest thereon from the thirty first day of Oct A. D., 1839, 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 Pltff

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this fourth day of January A. D., 1841

Attest: James H. Gill CLERK.

Silas G. Strong for &c
vs
John Saxton

Act Term Union Com Pleas
1839

Recd of John Saxton Eight
Dollars and 66/100 in full of
costs in the above case
Jany 27th 1840.

James H. Gill Clk

1,65.00
82.0
2.47

36
24
8.66
8.66

165
1923
866
.41
2.47
35
20
196.32
58.66
137..66

Recd of John Saxton June 15th 1840
Twenty four dollars on a Judgment in Union
Com. Pleas in favor of L. G. Strong for the use
of the Urbana Bank

James H. Gill Clerk

24.
8.66
32.66!

S. G. Strong for &c
vs
John Saxton

Union Com Pleas Oct Term 1839

Debt $165.00
Damages 19.23

$184.23

Cr by McNemars Rect 30.00

$154.23

John Sapton $60.00
Nov 13th 1836

August 4th 1835 I Sent
John Sapton $~~17~~ 8th
M. Wasson was witness

Recd. the Interest in full
and $15.30 principal
This 15 Decr. 1837

60 36 21.20
10.80

Champville Nov 13th 1834

$60 00

Two years After Date I promise to pay to the order of Silas G Strong Sixty Dollars with interest from this Date for value Recd

Lawrence Brockway

John Saxton

John Jaeton $60 00
Nov. 13th 1838

Recd- on the within in Hogs $10.60 in full of the interest to 13th Nov 1837 - Dec 15th 1837

Recd. $30
Oct 31. 1839

$60 80/100

Marysville Nov 13th 1834

Four years after Date I promise to pay to the order of Silas G Strong Sixty dollars with Interest from this Date for value Recd

John Saxton {Seal}

Samuel Brickway

John Sexton $60.00

Nov 13th 1837

Rec^d on Note $10,60 in full of Interest on the within note to 13 Nov 1837 ——

Decr 15th 1837

$60 00/100 ~~Three~~ Marysville Nov 13th 1834

Three years after Date I promise to pay to the Order of Silas G Strong Sixty dollars with interest from this Date for value Recd

[illegible] John Saxton (Seal)

60
3
180

Civil/Domestic Case File

Case No. 1839-CV-0032

No. 39-CV-32

Union Common Pleas Court.

Joseph B Merley
Plaintiff,

AGAINST

David H Cory
Defendant.

OCT TERM, 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 144

Record No. 3 Page 291

Ex. Doc. 1 Page 167

Union Com. Pleas
Joseph B. Menely
for. Robt. Golliday
vs. Praecipe
David H. Gray

Filed July 12. 1839
Jas. H. Gill Clk

Union Common Pleas
Joseph B. Merely for the use of Robert Holliday
vs.
David H. Gray

Debt $225.11½
Dam. $500.00

The Clerk will issue a summons, in the above case, returnable forthwith and endorse: This action is brought upon a judgment, in the Court of Common Pleas of Franklin County, Ohio, in which Joseph B. Merely, at the August Term A.D. 1829. recovered of said David H. Gray the sum of one hundred and ninety six dollars and four cents, for his damages, together with twenty nine ——— Dollars and seven & one half cents for ~~his~~ his costs in that behalf expended, making in all the sum of

cents,

Dollars and
To the damage of the Plaintiff, of Five hundred Dollars.

Brush & Gilbert
Attys for Pltff

July 13th 1839
James H. Gill Esqr
Clk. C. C. P. U. Co.

Union Common Pleas

Joseph B. Mendy for &c
vs } Summons
David H. Coy

Served by delivering a certified copy to Defendant

R Clark Sheriff

Serv	35
Ret	75
Copy	16
	$1 26

Filed July 12. 1839

Jas. H. Gill Clk

This action is brought upon a Judgment in the Court of Common Pleas of Franklin County Ohio in which Joseph B. Mendy at the August Term A.D. 1829 recovered of said David H. Coy the sum of one hundred and ninety six dollars and four cents for his damages together with twenty nine Dollars and seven and one half cents for his costs in that behalf expended and making in all the sum of Dollars and cents to the damage of the Plaintiff of Five hundred Dollars Bush & Gilbert

Attys for Pltff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON David H. Croy

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 Joseph B. Mendy for ve

in a plea of Debt for $225.11½ [redacted] Damages Five hundred Dollars, And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 12th day of July A.D. 1839

James H. Gill CLERK.

Union Com. Pleas

Joseph B. Menely for &c
vs } Decl.
David H. Croy

Filed July 13. 1839
James H. Gill Clk

Union Com. Pleas
Joseph B. Menely
for &c. Robt Holliday (?)
vs. } Decl.
David H. Croy

State of Ohio, Union County, Court of Common Pleas of the Term of July, one thousand, eight hundred and thirty nine —
Union County ss.

David H. Gray, defendant in this suit, was summoned to answer unto Joseph B. Merely, who sues for the use of Robert Golliday, Plaintiff in this suit, of a plea, that he render to the said Plaintiff, the sum of Two hundred and Twenty five — Dollars and eleven and one half cents — of lawful money of the United States, which he owes to, and unjustly detains from him, and thereupon the said Plaintiff by Brush & Gilbert his Attorneys Complains, of the said defendant; For that whereas the said Plaintiff, heretofore to wit, at the Term of August, one thousand eight hundred and twenty nine, of the Court of Common Pleas of the County of Franklin and State of Ohio, begun and held before the Honorable ~~Gustavus~~ Frederick Grimke President Judge and his ~~Samuel G. Flanigan~~ ~~William McElvain & Aaron Butler~~ Associate Judges of said Court, at Columbus, Ohio to wit at Marysville, in the County of Union and State of Ohio aforesaid, by the consideration and Judgment of said Court, recovered of the said defendant, the sum of one hundred and ninety six dollars and four cents, his damages, together with the sum of twenty nine Dollars, seven and one half cents, for his costs and charges, in and about his said suit expended, making in all the sum of Two hundred & twenty five Dollars, eleven and one half cents above demanded, which in and by the said Court, were then and ~~there~~ adjudged to the said Plaintiff

for his damages which he had sustained, as well by reason of the non-performance by the said defendant of certain ~~promises and undertakings~~ covenants and agreements, then lately made by the said defendant to ~~the~~ said and with the said Plaintiff, as for his costs and charges, by him, about his suit, in that behalf expended, whereof the said defendant was convicted, as by a certified copy of the record and proceedings thereof, under the hand of the Clerk of said Court, and under the seal of said Court, and now here to the Court shewn, remaining in the Office of the Clerk of said Court of Common Pleas of the County of Franklin and State of Ohio, aforesaid, more fully appears - which said judgment still remains in full force and effect, not reversed, satisfied or otherwise vacated, and the said Plaintiff hath not obtained any execution or satisfaction of or upon, said judgment so recovered as aforesaid, whereby an action hath accrued to the said Plaintiff to demand and have of the said defendant, the said sum of Two hundred and twenty five Dollars, eleven and one half cents — above demanded - Yet the said defendant (although often requested so to do) hath not as yet paid the said sum of

above demanded, nor any part thereof, to the said Plaintiff, but, he, to do this, hath hitherto wholly neglected and refused and still doth neglect and refuse. To the damage of the said Plaintiff of Three hundred Dollars, and therefore he brings his suit &c. Brush & Gilbert

Attys for Pltff

plea has alledged and ~~the~~ do assess the plaintiffs damages by reason of the premises to the sum of one hundred and ninety six dollars and ~~ninety six~~ four cents. Wherefore it is considered by the court that the ~~said~~ Plaintiff recover of the Defendant the said sum of one hundred and ninety six dollars and four cents the damages aforesaid assessed by the jury aforesaid together with his costs herein taxed to twenty nine dollars and seven + one half cents Notice for new trial by Deft

The State of Ohio Franklin County SS

I Lyne Starling jr Clerk of the court of common Pleas within and for said County do hereby certify that the foregoing is truly copied and taken from the records of said court of Common Pleas

In testimony of which I have hereunto subscribed my name and affixed the seal of said court of Com Pleas. At Columbus this 11th day of July AD 1839

Att Lyne Starling jr Clk

Franklin Com Pleas

Joseph B Mcnulty

v. Copy Reca

Croy Sammor &c

Filed Oct 31. 1839

James H Grill Clk

Fees $3.00

Joseph B. Minely
v
Croy survivor of Cooper } August Term 1829

Pleas before his Honor Frederick Grimke and his associates At a court of common Pleas continued and held for the county of Franklin on the twenty seventh day of August in the year of our Lord one thousand eight hundred and twenty nine. At the court house in Columbus

Be it remembered that heretofore to wit on the 13th day of October AD 1828 Came the Plaintiff by Wilcox his atty and sued out of the clerks office of said county the following writ of capias ad respondendum against the said Defendant to wit "The State of Ohio Franklin County ss To the Sheriff of said County greeting We command you to take David Croy if he be found in your baliwick and him safely keep so that you have his body before the honorable the judges of the court of common pleas of our said county at the court house in Columbus on the first day of our next term to answer Joseph B Minely of a plea of covenant broken Damages five hundred dollars and have you then there this writ Witness the Honorable Gustavus Swan president of our said court at the court house aforesaid this 13th day of october AD 1828 Attest A.I. McDowell Clerk" Endorsed writ brought on a contract under seal for the payment of the rent of saw mill in Franklin Township Franklin County Ohio leased by said Minely to said Croy & Cooper. Wilcox Atty for Plff Hold to bail in $500.00 And afterwards to wit at the time to which said writ was made returnable came the Sheriff aforesaid to whom said writ was directed and returned the same into court with the following return thereon endorsed "I have taken the Deft David Croy, Jacob Overdeer his security for his appearance

at court &c. John McElvain Sheff." And afterwards towit at Nov term 1828 Hiram Ranet and Jacob Overdier were entered as special bail for Deft & this cause continued. And afterwards to wit on the twenty ninth day of December in the year of our Lord last aforesaid came the Plaintiff by Wilcox his attorney and filed herein his declaration against the said Deft which is in these words to wit "The State of Ohio Franklin county ss Franklin Common Pleas Nov term 1828
Joseph B Menity complains of David H Croy in custody &c of a plea of breach of covenant &c for that whereas heretofore towit on the seventh day of February AD 1827 at the County of Franklin aforesaid by a certain indenture then and there made between the said Joseph B Menity ~~...~~ of the one part and the said David and one Edward H Cooper in his lifetime now deceased and whome the said David hath survived jointly of the other part sealed with the seals of the said David & Edward which said indenture the said Joseph brings now into court the date whereof is the same day and year last aforesaid the said Joseph did demise and lease unto the said David and Edward a certain saw mill situate in said Franklin county except as in said indenture is excepted to have and to hold the said saw mill except as afore~~said~~ excepted unto the said David and Edward from the first day of January then last past untill the ~~first~~ last day of December ~~then~~ next following yielding and paying therefor to the said Joseph the sum of three hundred dollars to be paid in lumber the said Joseph presented to the said Edward and ~~Joseph~~ David bills for the same from time to time as the said rent should ~~become~~ fall due and the said David and Edward in and by the said indenture did jointly covenant and agree to and with the said Joseph in manner following that is to say That they the said Edward & David would well and truly pay to the said Joseph

the said sum of three hundred dollars to be paid in lumber the bills therefor being presented to them from time to time by the said Joseph as the said rent should become due as by said indenture will more fully and at large appear And the said Joseph saith in fact that after making the said indenture as aforesaid and during the the time aforesaid and from time to time as the said rent fell due he the said Joseph did present and deliver to the said David & Edward reasonable and proper bills for lumber according to the true intent and meaning of said indenture and although the said Joseph hath always from the time of making said indenture hitherto well and truely performed fulfilled and kept all things in the said indenture contained on his part to be performed fulfilled and kept according to the tenor & effect true intent and meaning of the said indenture to wit At the county ~~of Franklin~~ aforesaid yet the said David and Edward nor either of them during the said term or since did nor would pay to the said Joseph the said sum of three hundred dollars nor any part thereof in lumber or otherwise but so to do the said David and Edward in the life time of the said Edward and each of them during the term aforesaid and from thence hitherto to the death of the said Edward have wholly neglected and refused and said David since the death of the said Edward still neglect and refuse so to do and to the said Joseph saith in fact that the said David and Edward although often requested so to do have not kept the said covenant so by them made as aforesaid but have broken the same and ~~to~~ to keep the same they have hitherto wholly neglected and refused And whereas also afterwards to wit on the said seventh day of February A.D. 1827 at the county aforesaid by a certain other indenture then and there made between the said Joseph of the one part and

the said David and the said Edward in his life time
now deceased and whome the said David hath survived
jointly of the other part which said Indenture sealed
with their seals the said Joseph brings now here into
court the date whereof is the same day and yearlast
aforesaid the said Joseph did demise and lease unto the
said David and Edward a certain other sawmill situate in
said county except as in said ~~said~~ Indenture is
excepted to have and to hold the said saw mill ex=
cept as before excepted, to them the said David and
Edward from the first day of January then last past
untill the last day of December then next following yielding
and paying therefor to the said Joseph the sum
of three hundred dollars to be paid in lumber the
said Joseph presented to the said David & Edward
bills for the same from time to time as the said rent
should fall due and the said David and Edward in
and by said indenture did joinly covenant and agree ~~by~~ and
with the said Joseph in manner and ~~form~~ following
that is to say that they the said Edward and David
would well and truely pay to the said Joseph the said
sum of three hundred dollars to be paid in lumber the
bills therefor being presented to them from time to time by
the said Joseph as the said rent should fall due as
by said Indenture will more fully and at large appear by virtue
of which said indenture the said David and Edward became
and was possessed of the said Tenement and the
said David and Edward so continued possessed un=
till about the 1st day of May next ensuing the date of
said Indenture when the said David abandoned the
said Tenement and left the said County of Franklin
and went to parts unknown to said Joseph and
during the whole residue of said time said
David entirely abandoned said Tenement and the

same were occupied by said Edward alone after said abandonment by said David during the residue of the said time and the said Joseph ~~saith infact that the said that~~ in fact saith that after the making of the said indenture and untill the said abandonment of the said David as aforesaid and from time to time as the nair rent fell due he the said Joseph did present and deliver to the said ~~Joseph~~ David and Edward reasonable and proper bills for lumber according to the true intent and meaning of ~~the~~ said Indenture and that after the said abandonment of ~~the~~ said David and during the residue of the said Term from time to time as the said rent bill due he the said Joseph did present and deliver to the said David reasonable and proper bills for lumber according to the true intent and meaning of said indenture and although the said Joseph from the time of making said Indenture hitherto have well and truely kept fulfilled and performed all things in the said Indenture contained on his part to be kept fulfilled and performed yet the said David and Edward nor either of them during the said term nor since have paid to the said Joseph the said sum of three hundred dollars nor any part thereof in lumber or otherwise but so to do they and each of them have hither to wholly neglected and refused and still neglect and refuse. And so the said Joseph saith that the said David and Edward have not kept their said covenant so made as aforesaid with the said Joseph or either of them but have broken the same to the damage of said Joseph $500. and therefore he sues by Wilcox his Attorney. And after warrant, at the april Term of the Court aforesaid in the year of our Lord one thousand

eight hundred and twenty nine this cause was continued And afterwards on the 19th day of August in the year of our Lord last aforesaid Came the Defendant by Parish & Cooke his attorneys and filed herein the following pleas to wit And the said ~~Defendant~~ David by Parish & Cooke his Attys comes and defends ~~and~~ the wrong and Injury when &c and says that the said Indenture is not his deed and of this he puts himself upon the country &c Parish & Cooke attys for Deft And for further plea in this behalf the said David by leave of the Court here for this purpose first had and obtained according to the Statute &c says that the said Joseph ought not to have or maintain his aforesaid action against him because he says that he the said David together with the said Edward during his life and from time to time at the said rent became due to wit in the year of our Lord 1827 at Franklin County aforesaid pay to the said Joseph in lumber according to said bills for the same purpose presented to him by the said Joseph the said three hundred dollars the sum in said Indenture mentioned according to the tenor and effect true intent and meaning of the said Indenture and of the said Covenant to wit at Franklin County and of this the said David puts himself upon the country &c Parish & Cooke Attys for Deft And for further plea in this case, which the said David by leave of Court &c according to the Statute &c says that the said Joseph ought not to have or maintain his aforesaid action against him because he says that the said

David and the said Edward in his life time before the commencement of this suit to wit on the 21st day of January AD 1828 at Franklin County aforesaid paid to the said Joseph the sum of three hundred dollars in full satisfaction & discharge of the said sum of three hundred dollars in lumber mentioned in said Indenture the non payment of which is alleged as a breach thereof and also of all the damages by the said Joseph sustained by reason of the non payment thereof which said sum of three hundred ~~dollars~~ the said Joseph then and there accepted and received ~~as~~ in full satisfaction of the said $300. in lumber in said breach of covenant mentioned and of the damages of the said Joseph by him sustained by reason of the said breach and of this he is ready to verify Wherefore he prays judgment if the said Joseph ought to have or maintain his aforesaid action against him &c Parish & Cooke Attorneys for Defendant, And afterwards to wit at the August Term of the Court aforesaid towit on the twenty fifth day of August in the year of our Lord last aforesaid on motion of Plaintiff the third plea in this case is ordered to be struck from the record at the costs of the Defendant And now at this day towit the day and year first here in aforesaid came the parties by their Attys and then upon came a jury towit Jacob Neff James Ross Robt Armstrong Jos Hunter Henry Brown George B Harvey, Charles Thompson Harmin Dildine Alexander Cameron Ozias Brown Jacob Gundy and Wooly Conrad who being elected tried and sworn well and truly to try the issue joined between the parties upon their oaths do say that the deed mentioned in the declaration is the deed of the Defendant and also do further say that the said David & Edward nor either of them did pay to the said Joseph the said sum of three hundred dollars in manner and form as the said Defendant in his said second

Union Com pleas
No 3

Joseph B Menely for the use of Robt Golliday

vs } Ex —

David H Croy

Debt	$ 225.11½
Dam	$ 137.38
Costs	12.58
	$ 375.07½
Increase cost	41
	$ 375.48½
Serv	35
Milage	1,50
Advertising	1,87½
Poundage	2
	3,74½

Filed May 4th 1840

Jas H. Giles Clk

Clerk	$3.08
Shff	1.58
Doc B G	5.00
Copy of Record	3.00
	$12.58

Recd Oct 31st 1839

Oct 22th I Levied upon the undivided half of two acres of Corn in the Shark advertised to sell on the 9th Day of Dec offered the property sale and sold the Corn to J Watson for one Dollar no more goods Chattles lands or tenaments found

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 31st day of October A. D. 1839 — Joseph B Menely for the use of Robt Golliday

recovered against David H Croy —

as well the sum of Two hundred twenty five dollars and ~~twenty one~~ Eleven & one half cents, Debt ~~as~~ One hundred thirty seven dollars thirty eight cents damages, as the sum of $12,,58 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 David H Croy —

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 $,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 Joseph B Menely — for the use of — Robt Golliday —

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 October A. D. 1839

Attest: James H Gill Clerk.

Ex Doc. No 1 Page 131

Joseph B. Meneely ju[illegible]

vs

David H. Cry

Costs $12..58
Increase 4..15.5
writ ..41

Cr. on ex with $1.00

No property found
Whereon to levy Feb
24 1842 Wm W Stiles Shff

Serv 35
Mile 80

1.15

Filed Feb. 28. 1842
Jas H. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 31st day of October A. D., 1839 Joseph B. Mundy for the use of Robert Galloway

recovered against David H. Coy

as well the sum of $225.11.5 Debt and one hundred and thirty seven dollars and thirty eight cents, for his damages, as the sum of $12.58 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 David H. Coy

you cause to be made the [redacted] cost aforesaid with interest thereon from the thirty first day of October A. D., 1839. until paid. Also, the sum of $4.15½ 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~~ 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 22nd day of February A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0033

No. 39-CW-33

Union Common Pleas Court.

Levi Lyon
Plaintiff,

AGAINST

A S Alden
Defendant.

OCT TERM 1839

Discontinued

No Record.

Journal 2 Page 170

Record No. Page

Ex. Doc. 1 Page 223

State of Ohio Union County Union township ss
I do hereby certify that the within is a full and true
copy from my Docket of the Proceedings had by and before
me in the within Cause

Andrew Keyes J P of Union
township

S H Gill

Union Com Pleas

Levi Lyon
vs } Transcript
Andrew S. Alden

Filed July 12. 1839
James H. Gill Clk

Levi Lyon
vs
Andrew S Alden

Action of Debt Brought on account Items amount to $ 12.40 as per bill of particulars filed
June 24th 1839 a summons issued and directed to Elias Hartley Const. for the appearance of Defendant on the 29th instant at 2 O clock PM Which was returned returned June 28th 1839 endorsed served the within by reading on the 24 inst. fees Mileage .15 Service .10
a supoena issued { Elias Hartley, Const. for Wm. Watson Wm. Moodie Henry Moodie & John McDowelle witnesses for the plantiff which was legally served & returned by Elias Hartley Const. fees .90
at the instance of Defendant a supoena issued for John Woods which was served and returned by Elias Hartley Const. fees .25
June 29th 1839 2 O Clock PM the parties attended and Wm. Watson Wm. Moodie Henry Moodie John R McDowelle Adam Freeze Benjamin Lyon & Elias Topliff were sworn & examined as witnesses on the part of the plantiff & Jesse Lawlon & John Woods were sworn and examined as witnesses on the part of Defendant and trial was had and I do find the Claim of the Plantiff to be $ 1.25 and that of the defendant to be $ 6.95 leaving a balance due the defendant $ 5.70 it is therefore considered by me that Defendant A S Alden recover of Defendant the sum of five dollars & seventy five cents and his cost of suit taxed at one dollar & forty five cents
June 8th 1839 the Plantiff Levi Lyon came and gave notice of an appeal and entered into recognizance accordingly Andrew Reyes J P

Plantiffs costs	
Summons	12½
supoena for 4 witnesses	25
swearing 7 witnesses	28
4 witnesses supoenaed	2.00
3 witnesses called	75
Const. fees	1.17
Transcript	2.64
appeal Bond	4.88½
	25

Defendants Costs	
Docket entry	25
one supoena	12½
swearing 2 witnesses	8
one witness called	25
one witness supoenaed	50
Const. fees	25
	14 5½

act 12½ Abr Patton the difference between Tanter Wood 1/2 ton 37½

12/20
12
28/60
12½
75/00

Judgment rendered vs eight inch the within June 29th 1839 Andrew Key J.P.

1875
12½
7500
1875
2342/50

Armour Com Pleas
Filed Aug 15th 1839
Jas H. Lee Clk

Nov 16th 1838

Levi Lyons To A S Alden Dr

To boot between Sow and Steer — 6.00

To cart 9/5 —

To braking buggy 1.00

To one leather trace 1.50

geo

Lyon

vs

Alden

Filed July 12. 1837

James H. Lile Clk

In the action Levi Lyon against Andrew S Alden I Benjamin Lyon acknowledge myself Bail for the appelant in the sum of Seventy Five dollars to be levied on my goods chattles lands and tenements in case the appelant shall be condemed in the action and shall fail to pay the condemnation money and cests that have accrued or may accrue in the court of common pleas;

Taken Signed and acknowledged Benjamin Lyon
this 8th day of July 1839 before
Andrew Keyes J P

Union Com. Pleas

Andrew S. Alden
ads } No 13
Page 85
Levi Lyon

Aldens costs	$2.15 1/4
Lyons costs	7.44 1/2
Writ	.41

Recd this writ Apl 24. 1841
Money made in full
W. B. Stut Shff

Filed August 5. 1841
James H. Gill Clk

Service	35
Mileage	30
	65

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 thirty first day of October A. D., 1837 Andrew S. Alden

recovered against Levi Lyon

as well the sum of dollars

and cents, for damages, as the sum of $ 2.15½

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 Levi Lyon

you cause to be made the damages and costs aforesaid, with interest thereon from the thirty first day of October A. D., 1837, until paid. Also, the sum of $ 7.44¼ the costs of Levi Lyon ~~increased~~, on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render ~~unto the said~~

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 21st day of April A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0034

David Witter
vs
Peter Egon

Precipe

Filed July 12 1839
Jas H Lord Clk

David Witten }
vs
Peter Lyon }

Union Com Pleas
In assumpsit
damages $3.000.00

Issue a Summons returnable forthwith endorse suit Brot to recover for damages sustained by the false warranty of Deft to plaintiff on the weight of 237 fat hogs purchased by plaintiff of Deft in 1837

W C Lawrence atty
for Pltff

Peter Dygon

vs.

David Witter

Affidavit

Filed July 12. 1839

James H. Gere Clk

Amsterdam

C Com Pleas

Peter Igou
vs
David Witter } In Covenant

Personally appeard in open court David Witter who being duly sworn says that he was prevented from pleading to plaintiffs declaration in the above cause first be cause he was not advised of the change of the rule day as to filing such plea next because the said articles of agreement on which this suit is founded was in possession of defendants counsel at a distance and it was thot by counsel employd that a view of said agreement was necessary to a legal defence and that he did not omit to file such plea for the purposes of delay but as aforesaid and that he believes if now let into defend he has a good legal defence to make to said action and that this affidavit is not made for the purposes of delay merely but that Justice may be done David Witter

Sworn to and subscribed in open Court

Union Com Pleas

David Mitchell

vs

Peter Egow

Served by delivering a certified copy to Deft

R Clark Sheriff

Serv	35
Mile	5
Copy	16
	56

Filed July 13. 1839

Jas. H. Gill Clk

Suit Brot to recover damages sustained by the false warrants of Deft to Plaintiff on the weight of 237 fat hogs purchased by Plaintiff of Deft 1837 W. C. Lawrence atty for Plff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Peter Lyon

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 Davis Mitter

in a plea of Assumpsit Damages Three thousand Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 12th day of July A.D. 1839

James H. Gill CLERK.

Union Com Pleas

David Wilter

vs

Peter Igou

Plea

Filed July 12 1839

Jas. H. Gill Clk

David Witter
vs
Peter Igoe

Union Com Pleas
In Covenant

And the said David comes and defends &c And say that he has not broken his covenants in manner and form as the said Plaintiff hath thereof complained against him but on the contrary hath kept the same and of this he puts himself upon the County &c

~~Defendant~~

Plaintiff will take notice that Defendant on the trial of the above cause will insist and prove that the articles in the plaintiff's said declaration mentioned were settled cancelled and superseded by a subsequent arrangement and compromise between the plaintiff and defendant whereby this defendant took back the farm therein described reduced the consideration therein mentioned and deeded to plaintiff the town lots therein specified and gave possession to plaintiff of the Gilbert Lot ~~to plaintiff~~ wherein a particular part of said subsequent agreement was that plaintiff was to receive the rent ~~due a month~~ as the same became due of the tenant and not of this defendant as ~~the~~ in the said articles mentioned,

W C Lawrence atty for
Deft

Civil/Domestic Case File

Case No. 1839-CV-0035

No. 39-CV-35

Union Common Pleas Court.

William Wiley et al, Plaintiff,

AGAINST

Ruben P Mann, Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$563.75

Journal 2 Page 147

Record No. 3 Page 304

Ex. Doc. 1 Page 165

Union Common Pleas

William Wiley Endorsee &c

vs } Trespass in case

Reuben Allen & Ayres & Allen

Filed July 12 1839
J H Gill Clk

M B Barnum Atty

Union Common Pleas 1839

William Wiley Endorsee &c

vs

Reuben Pellam & Azro L. Pellam

Case Damages $800.00

12th July 1839
J H Gill Clk

Upon a Summons returnable forthwith
& Endorse "This suit is brought to recover
the principal & interest due on a promissory
Note given by the defendants to Samuel Lock=
=wood & by him assigned to Nathaniel S
Lockwood & then assigned to Plaintiff by
Asa Kirkley said note bearing date 30th
June 1838 payable one year after date"
Moses Bramen Atty

Union Com pleas

Wm Wiley
vs Summons
Reuben L Mann
& Azro L Mann

Sen	25
Clk	25
Copy	16
	1,96

Filed July 12. 1839
Jas H. Gill Clk

This suit is brought to recover the principal & interest due on a promissory Note given by the Defendants to Samuel Lockwood and by him assigned to ~~Plaintiff~~ Nathaniel S. Lockwood & then assigned to Plaintiff by Azu Kirkley said note bearing date 30 June 1835 payable one year after date

July 12 1839 Moses B Corwin pltffs atty

Served by delivering a certifyed to R L Mann
A L Mann not found
H. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Reuben L Mann & Azro L Mann

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 William Wiley

in a plea of Case Damages Eight hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 12th day of July A.D. 18 39

Jas H Gill CLERK.

Wiley
vs } Form of
Moore } Judgment

William Wiley
vs
Reuben Pellam impleaded with Agns Lellan } Assumpsit

This day came the parties by their attorneys & submit this cause to the Court upon the issue joined between the parties & the Court being fully advised in the premises do find that the said Reuben Pellam did assume & promise in manner & form as the said William Wiley hath complained against him and they assess the damages of the said William Wiley by reason thereof to five hundred & Sixty-three Dollars & Seventy five Cents therefore it is considered that the said William Wiley recover of the said Reuben Pellam the said sum of five hundred & Sixty three Dollars & seventy five Cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended Taxed to $ & Cents

Notice of Appeal by Defendant

ordered & appointed the said sum of Money specified in the said note to be paid to the said William Wiley & then & there delivered the said note so endorsed to the said William Wiley of which said several Endorsements the said Reuben P. Mann afterwards Towit on the said day & year last aforesaid mentioned at the County aforesaid had notice by reason whereof & by force of the Statute in such case made & provided the said Reuben P. Mann became liable to pay to the said William Wiley the said sum of Money mentioned in the said note according to the Tenor & effect of the said note & of the said several endorsements so made thereon as aforesaid & being so liable he the said Reuben P. Mann in Consideration thereof afterwards Towit on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said William Wiley to pay him the said sum of money mentioned in the said note according to the Tenor & effect of the said note & of the said several endorsements so made thereon as afore=said and whereas also the said Reuben P. Mann afterwards Towit on the same day & year last aforesaid at the County aforesaid was indebted to the said William Wiley in another sum of Eight hundred dollars for so much money by the said William Wiley before that time lent & advanced to the said Reuben P. Mann & at his special instance & request & being so indebted he the said Reuben P. Mann in consideration thereof afterwards Towit on the same day & year last aforesaid at the County aforesaid undertook & then & there faithfully promised the said William Wiley to pay him said last mentioned sum of Money when he should be thereto after=wards requested Nevertheless the said Reuben P. Mann altho often requested the said several sums of money to him the said William Wiley hath not yet rendered or paid or any part thereof but the same to pay or any part thereof to him the said William Wiley he the said Reuben P. Mann hath hitherto wholly refused & still doth refuse to the damage of the said William Wiley in the sum of Eight hundred Dollars & therefore he brings suit &c

Moses & Larwin Pltffs Atty

Common Com. Pleas

William Wiley Endorsee &c
vs } Decl
Reuben P. Mann and
Ayro Mann

Filed Aug. 10. 1839
James H. Lee Clk

Ast 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 nine

Union County ss

William Wiley Complains of Reuben Dellman ~~& Azro Lell~~ The Sheriff
of Union County to whom Process in this Cause was directed having retur=
=ned not found as to Azro Lellman in a Plea of Assumpsit for that
whereas the said Reuben Dellman & Azro Lellman as to whom the Sheriff
has returned as aforesaid on the thirtieth day of June in the year of
our Lord Eighteen hundred & Thirty Eight at Union County aforesaid
made their Certain note in writing & then & there delivered the same to one
Samuel Lockwood & thereby promised to pay to the said Samuel Lock=
=wood or order five hundred & fifty Dollars to be paid one year after
the date of the said note in writing for value received which period
has now elapsed And the said Samuel Lockwood to whom or to whose
Order the said sum of Money in the said note in writing mentioned was
by said note in writing to be made after the making thereof & before the
payment of said sum of Money or any part thereof Towit on the
Sixth day of September in the year of our Lord Eighteen hundred &
Thirty eight at Union County aforesaid Endorsed the said note his own
proper hand being thereto subscribed by which Endorsement the said Samuel
Lockwood ordered & appointed the said sum of Money specified in said
note in writing to be paid to one Nathan J. Lockwood & then & there
delivered the said note in writing so endorsed to the said Nathan
J Lockwood ~~of~~ And the said Nathan J. Lockwood afterwards Towit
on the same day & year aforesaid at the County aforesaid & before the pay=
=ment of the said sum of Money in the said note in writing specified
or any part thereof Endorsed the said note in writing his own proper
hand being thereto subscribed by which Endorsement the said Nathan
J Lockwood ordered & appointed the said sum of Money mentioned in
said note in writing to be made to one Asa Kirkley & then & there
delivered the said note so endorsed to the said Asa Kirkley –
And the said Asa Kirkley to whom or to whose order the said sum
of money in the said note in writing specified was by the endorse=
=ment last aforesaid to be made & before the payment of the same
or any part thereof Towit on the fourth day of December in the
year Eighteen hundred & Thirty eight at Union County aforesaid
endorsed the said note his own proper hand being thereon written
& subscribed by which said Endorsement the said Asa Kirkley

Reuben P Mann
vs
William Wiley
Plea

filed Oct 17. 1839
James M. Gill Clk

... purpose ... of the detention of ...
Sherman in prison who has been committed to
the jail of this County upon a charge of Horse Stealing

Reuben P. Mann
vs
William Wyley } Union Com Pleas July Term 1839

And the said R.P. Mann comes and defends when &c and says that he did not assume and promise in manner as the said plaintiff hath above thereof complained against him and of this he puts himself upon the County &c

The Plaintiff will take notice that on the trial of this cause Defendant will prove in Bar of this action that the said note was never signed by this Deft nor by any one thereunto authorized by him, but that the same was signed by the said Azro Mann and given to the said Samuel Lockwood on condition that if this Deft approved of the said signing and note the same was to be good otherwise it was to be void (ab initio) and further that this Defendant did not approve but wholly disapproved of the making of said note and that these facts were well known to the plaintiff and all the former holders of said note before they became possessed of the said note and that in consequence it was assigned to all intermediate holders for appearance sake and for fraudulent purposes and without consideration

W C Lawrence

Union Com. Pleas

Wm Wiley

vs

Reuben P. Mann

Damages	$563.75
Costs	9.95½
writ	.41
	[illegible]½

Filed May 20th 1840

J. H. Gile Clk

Recd Dec 30th 1839 Recd Plaintiffs Receipt dated March 7th 1840 for five hundred dollars

Money made in full

R Clarke 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 31st day of October A. D. 1839 William Riley recovered against Reuben P. Mann

as well the sum of Five hundred & sixty three dollars and seventy five cents, for his damages, as the sum of $ 9.75 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 Reuben P. Mann 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 Riley 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 December A. D. 1839

ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0036

No. 39-CU-36

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Moses H. Kerby et al
Defendant.

JUL TERM, 1839

JUDGMENT VS DEFENDANT

$1596.00

Journal 2 Page 122

Record No. 3 Page 233

Ex. Doc. 1 Page 153

Mon^n Com. Pleas

N. Bank

v

Mon H. Kirk

&c.

Na.

Filed July 15. 1839

Jas. H. Lee Clk

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
July 1839.

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of *Moses H. Kirby Jesse Long Pleasant Kirby William B. Irwin & Elisha Harvey* Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the *12* day of *July* A. D. 1839 at the county aforesaid *were* indebted unto the plaintiffs in the sum of *Twenty 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 *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 *Three thousand* dollars, and therefore *they* bring suit, &c.

By G. SWAN, *their* Attorney.

Cof.

W. Bank

v

Moses H. Kerby
Jesse Berry
Pleasant Kerby
Wm B Summerville
&
Eleston Berry

$159/₁₀₀

Filed Aug 13. 1839.
Jas H. Gill Clk

THE STATE OF OHIO,
Union *County,* } ss. Jul **Term,** 1855

And now Alex B Corwin one of the Attorneys of this court appears in open court in behalf of the said Moses H. Kirby Jesse Deny Pleasant Kirby William B. Irwin Elisha Hardy 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 ha above thereof declared against them and confesses that the said plaintiffs ha sustained damages by reason of the non-performance of the promise and assumption aforesaid to One thousand ~~[illegible]~~ twenty six dollars and ———— cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Moses B Corwin
Attorney for Defendants.

Union Com. Pleas

Franklin Bank
ads } Fi. Fa.
Moses H. Kirby et al.

Damages $ 1596.,00
Costs 7.,62½
Writ .,41

Filed Nov. 11. 1839
James H. Gill Clk

Recd this writ Augt. 2d 1839.
Jo. Mapee Shff
M. C. Ohio

Recd this writ August 2d 1839 and by virtue of the command thereof I did on the 31st day of October 1839 Levy on the following property of Moses H. Kirby, to wit, twenty five head horn cattle and twenty head of horses. Also on the following property of Depe Ivory, to wit, fifteen hogs four head of horses and one cow. Said property not advertised for sale for want of time.

Joseph Mapee Sheriff
M. C. Ohio

Sheriff's fees

Mileage	,50
Service	,70
Entry on Wr	,10
two bonds	1,00
	$ 2,30

The State of Ohio, Union County, ~~ss:~~ Marion

To the Sheriff of ~~[illegible]~~ 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 The President directors & Co of the Franklin Bank of Columbus recovered against Moses H. Kirby Jesse Bay Pleasant Kirby William B. Swenneton & Elisha Hardy as well the sum of Fifteen hundred and ninety six dollars and ——— cents, for their damages, as the sum of $ 7.62½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Defendants 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 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 13th
day of July A. D. 1839

Attest: Jas. H. Gill Clerk.

Union Com. Pleas

Franklin Bank of Colum

vs } No. 28

Moses H. Kirby et al

Damages	$ 1596.
Costs	7.62½
Increase	2.80
Writ	.35

Recd Feby 1/40

Filed May 20th /40

J. W. H. Gill clk

Received this on the 1st day of February A.D. 1840 and by virtue of the command thereof I did on the 2d day of May A.D. 1840 proceed to have the following goods and chattels advertised for sale according to the statute in such cases made and provided, to wit, one hundred head of horn cattle and twenty horses as the property of Moses H. Kirby Also two horses and one cow as the property Jese Jurey. Sale postponed by leave of Plaintiffs.

Joseph Dunfee Shff
M. C. Ohio

Sheriff's fees

Mileage	1.00
Servin	.70
Entry on Doc	.10
Printers bill	1.00
Advertising	.25
Bond	.50
	$ 3.55

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

WE command you to expose to sale those Goods & chattels of Moses H. Kirby Jesse Guy Pleasant Kirby William B. Swinnerton & Elisha Hardy to wit seventy five head of horned cattle, and twenty head of horses the property of Moses H. Kirby, and fifteen head of hogs four head of horses & one cow the property of Jesse Guy

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Company of the Franklin Bank of Columbus the sum of one thousand five hundred and ninety six dollars damages and $7.62½ costs with interest thereon from the 12th day of July A. D. 1839 until paid. Also, $2.81 increase of costs, which late in our said Court the said The President Directors & co of the Franklin Bank of Columbus recovered against the said Moses H. Kirby Jesse Guy Pleasant Kirby William B. Swinnerton and Elisha Hardy 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 Pl'ffs

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

Witness, James H. Gill, *Clerk of said Court, at the court-house aforesaid, this* 24th day of January

A. D. 1840. James H. Gill Clerk.

Received this writ on the 3rd day of September A.D. 1840. and by virtue of the command thereof I did on the 6th day of October A.D. 1840. expose to sale at public auction at the house of Moses H. Kirby in Grand Prairie Township Marion County Ohio. the within described property having advertised the same ten days previous to the day of sale. The same was then and there sold or enough thereof to make the sum of seven hundred and sixty one Dollars and eighty and a half cents which said sum was supposed to be in full of the within case. ($761.80½)

Shffs fees

Mileage	$1.00
Serving	.70
Advt	.25
Entry on doc	.10
Printers bill	1.50
Percent	14.85
	$18.40

Joseph Durfee Shff
M. C. Ohio

Union Com. Pleas

Franklin Bank of Cd

vs } No 22

Moses H. Kirby et al.

Damages	$1596.
Costs	7.62½
Increase	6.96
wnt	.35

Recd. this writ Sept 3/40

44

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

WE command you to expose to sale those goods and chattels of Moses H. Kirby to wit one hundred head of horn cattle and one twenty head of horses, also two head of horses and one cow as the property of Jesse Jury

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President Directors & Co of the Franklin Bank of Columbus the sum of Fifteen hundred and ninety six dollars damages & $7.62½ costs

with interest thereon from the 12th day of July A. D. 1839 until paid.

Also, $6.96 increase of costs, which late in our said Court the said President Directors & Co. of the Franklin Bank of Columbus recovered against the said Moses H. Kirby Jesse Jury & Pleasant Kirby William B. Swennerton & Elisha Hardy 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 President Directors & Co of the Franklin Bank of Columbus

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 26th *day of* August A. D. 1840.

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0037

Union Com Pleas

Franklin Bank
vs
M. W. Welch et al.

Damages $2690.00
Costs 7..62½
writ ,,41

Filed Nov. 11. 1839
James H. Gill Clk

Recd this writ Augt. 2d 1839.
J. Munger Shff
M. C. Ohio

Rec'd this writ August 2d 1839. October 10.
1839 Money made in full of the within
writ.
Joseph Munger Sheriff
M. C. Ohio.

Sheriffs Fees
Mileage ,50
Service ,35
Entry on Ret ,10
$,,95

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Marysville 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 The President & Directors & Co of the Franklin Bank of Columbus recovered against M. W. Welch Sanford J. ~~Welch~~ Bennett Elliot C. Davidson & George H. Busby as well the sum of Twenty Six hundred and ninety dollars and ———— cents, for their damages, as the sum of $7.62½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Defendants 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 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 13th
day of July A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0038

No. 39-CV-38

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

William Bedford et al
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
$892 28

Journal 2 Page 123

Record No. 3 Page 234

Ex. Doc. 1 Page 13-4

Union Com. Pleas

Fr. Bank

v

William Belforn
ux. Survs

Ohio

Filed July 13. 1839

Jas. H. Gill Clk

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
July Term 1839.

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit, complain of William Belford Reuben Rose William Jenning James Kirkpatrick executors of James B. Webb decd Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants, on the 1st day of July A. D. 1839 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

B. Bank

vs

Wm Belfore

Reuben Rowe

William James

&

James Kirkpatrick

Surv.' of

James B. Webster

$892.28

Filed July 13-1839.

Jas H. Gill Clk

THE STATE OF OHIO, } ss. July **Term,** 1839
Union County,

And now Moses B. Corwin one of the Attorneys of this court appears in open court in behalf of the said William Belfrow Reuben Rowe William James & James Kirkpatrick 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 twenty two ——— dollars and twenty eight — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Moses B. Corwin
Attorney for Defendants

Civil/Domestic Case File

Case No. 1839-CV-0039

No. 39-CV-39

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Isaac Hayden et al
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT

$14983

Journal 2 Page 123

Record No. 3 Page 236

Ex. Doc. 1 Page 134

Union Cou. Pleas

W. Bank

v

Isaac Hayden

Sal.

Opn. Aust.

Filed July 13. 1835

Jas H. Gill Clk

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of
July 1839.

The President Directors Company of the Franklin Bank of Columbus — Plaintiff s in this suit, complain of Isaac Hayden Joshua Forth Elisha Beaman Clark Higgins

Defendant s in this suit of a plea of Assumpsit, &c. For that whereas the said defendant s on the 1st day of July A. D. 1839 at the county aforesaid were indebted unto the plaintiff s in the sum of three hundred dollars, for so much money before that time by the plaintiff s lent and advanced to, and paid, laid out and expended for the defendant s at their request and so being indebted, the said defendant s in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiff s to pay them said sum of money when thereunto afterwards requested—yet the said defendant s have never paid said sum of money or any part thereof to the plaintiff s but have wholly refused so to do and still do refuse. To the damage of the plaintiff s three hundred dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Cog.

N. Bank

Isaac Hayden

Joshua Foster

Elisha Beaman

Clark Hayden

149.83

Filed July 15. 1889

Jas. H. Gill Clk

THE STATE OF OHIO,
Union County, } ss. July Term, 1839

And now Moses B. Corwin one of the Attorneys of this court appears in open court in behalf of the said Isaac Hayden Joshua Foster Elisha Brown & Clark Higgins 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 [illegible] Bank of Columbus plaintiffs have above thereof declared against and confesses that the said plaintiffs have sustained damages by reason of the non-performance of the promise and assumption aforesaid to One hundred forty nine dollars and Eighty three cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Moses B. Corwin
Attorney for Defendants.

oct the 3 day 1839

Money Maid in full by plantiffs Recp for the Debt and the Cost paid by Defendant —

Shffs fees collecting	65
Serven	35
poundage	3 10
Return	35

William Warren Shff of M. C

Union Com Pleas

Franklin Bank
vs
Isaac Hayden et al.

Dams	$ 149..83
Costs	7..62½
Int	..41

Filed Nov. 11. 1839
James H. Gill Clk

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 12th day of July A. D. 1839 the President Directors & Co of the Franklin Bank of Columbus recovered against Isaac Hayden & Joshua Foster Elisha Bidwell & Clark Higgins

as well the sum of One hundred and forty nine dollars and Eighty three cents, for their damages, as the sum of $ 7. 6C/0 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Defendants

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 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 13th
day of July A. D. 1839

ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0040

No. 39-CV-40

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Geo Snodgrass et al
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
$319 00

Journal 2 Page 124

Record No. 3 Page 238

Ex. Doc. 1 Page 134

Union County

N. Bank

v

Geo. Snodgrass

Daniel Fox

& Rudolph Fox

Sa.

Filed July 13. 1839.

Jas. Ha. Gill Clk

The State of Ohio,
Union County, } ss.

COMMON PLEAS, of the Term of July 1839.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of Geo Snowgrass Daniel Fry Rudolph Fry

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of July A. D. 1839 at the county aforesaid were indebted unto the plaintiffs in the sum of Sixty 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 their 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 Six hundred ——— dollars, and therefore they bring suit, &c.

By G. SWAN, their *Attorney.*

Union Com Pleas

Franklin Bank
vs } Fi Fa
George Snodgrass
Daniel Fox &
Rudolph Fox

Dams	$ 319.00
Costs	7.62½
Writ	.41

Filed Nov. 11. 1839
James H. Gill Clk

July 20th 1839 Received this writ
Mony Made in full by Plantiffs receipt and costs
paid to Sheriff

Sheriff fees Milage	.75
Servis	35
Poundage	7.54
return	35
	8.99

William Warner Shff of U.C.

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 12th day of July A. D. 1839 The President Directors & Co. of the Franklin Bank of Columbus recovered against George Snodgrass & Daniel Fox & Rudolph Fox

as well the sum of Three hundred and nineteen dollars and ——— cents, for their damages, as the sum of $ 7.62½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Defendants

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 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 13th

day of July A. D. 1839

ATTEST: Jas. H. Gill Clerk.

Coj.

Tr. Bank

v

Geo. Snodgrass

& Danl. Fox

& Rudolph Fox

$ 319. —

Filed Feby 13.

1839

Jas H. Gill Clerk

THE STATE OF OHIO, } ss. July Term, 1839
Union County,

And now Moses B. Corwin one of the Attorneys of this court appears in open court in behalf of the said George Snodgrass Daniel Fox & Rudolph Fox 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 three hundred & nineteen dollars and cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Moses B. Corwin
Attorney for Defendants

Civil/Domestic Case File
Case No. 1839-CV-0041

No. 39-CV-41

Union Common Pleas Court.

Henry Starr
Plaintiff,

AGAINST

Silas G Strong
Defendant.

JUL TERM, 1839

JUDGMENT VS DEFENDANT

$ 2536 39

Journal 24 Page 128 185

Record No. 6 Page 239

Ex. Doc. Page

Starr
v
Strong -
Filed July 13. 1839
Jas H. Gill Clk

Union County ss Court of Com. Pleas of the term 1839 –

Henry Starr complains of Silas G. Strong in a plea of assumpsit, for that whereas the said Strong on the thirteenth day of July 1838 made his note in writing signed with his hand by which he promised to pay to the said Starr or order four hundred and sixty nine dollars and forty nine cents six months after the date of said note, for value received

~~2 note~~ ~~And~~ whereas ~~also~~ the said Strong on the ~~same~~ 13th day of July 1838 made his ~~other~~ note in writing signed with his hand, by which he promised to pay the said Starr or order the ~~further~~ sum of four hundred and seventy six dollars & thirty three cents for value received nine months after the date of said note –

~~3 note~~ And whereas the ~~said~~ said Strong on the same 13th day of July 1838, made his other note in writing signed with his own hand by which he promised to pay to the said Starr or order the further sum of four hundred and eighty three dollars and seventeen cents one year after the date of said note for value received –

And whereas on the fifth day of February 1838 at Marysville in said county of Union one Nathaniel Beecher made his note in writing signed with his hand by which he promised to pay to the said Silas G. Strong or order on the first day of April then next ensuing the

the date of said note the sum of seven hundred and twenty seven dollars and thirty seven and one half cents with interest for value received. And the said Starr in fact says that afterwards on the thirteenth day of July in the year 1838, and after the said note had become due and payable, the same being then unpaid, the said Strong by an endorsement in writing on the back of said note and under his hand assigned, transferred and set over unto him the said Starr the said note and then & there undertook & promised the said Starr to pay to him the sum of money mentioned in said note, on the first day of December then next ensuing the endorsement of said note to wit on the first day of December 1838 —

And whereas also the said Nathaniel Beecher on the fifth day of February 1838 at Marysville in said county of Union made his other note in writing signed with his hand and then & there delivered said note to the said Strong, by which he promised to pay to the said Strong order the further sum of seven hundred and twenty seven dollars and thirty seven & one half cents on the first day of December next after the date of said note for value received —

And the said Starr in fact says that afterwards to wit on the same 13th day of July 1838 — the said Strong by an endorsement in writing on the back of said note and under his hand assigned & transferred said note to him the said

Starr & then & there undertook & promised in writing on the back of said note that he would pay the sum of money mentioned in said note to him

by the said first day of December to wit on the first day of December 1838, and that no demand of payment of said note should be necessary to be made on him the said Bricker –

Nevertheless the said Strong has not paid to the said Starr the sums of money mentioned in the notes set forth and described in the different counts of this declaration nor has the said Bricker paid the two last mentioned notes or any part thereof, but all the sums of money mentioned in said notes the said Strong neglects to pay which is to the damage of the said Starr four thousand and five hundred dollars & therefore he sues &c

Henry Starr in his
proper person

Selas. G. Strong
ads
Henry Starr Adm
&c

And the said Selas G Strong in his proper person comes and for answer says he cannot deny the action affore said of the said Starr but that the said Starr has Sustained Damages by reason of the non performance of the promises & Undertakings in the declaration Mentioned to $2536,,39 – For which he confesses Judgment –

Selas G Strong

Union Com. Pleas

Henry Starr

vs } No. 13

Silas G. Strong

Damages	$2536.39
Costs	7.62½
Increase	4.96
writ	35

Serv	35
Levy	35
Mil	5
	75

Filed Aug 8. 1840
Jas. H. Gill Clk

6.06

Recd June 27th 1840
Levied upon the tract of Land described in the annexed paper (which I ask to be taken as a part of this return) as the property of Silas G Strong June 27th 1840 the Land heretofore Levied in my opinion not being sufficient to pay the Judgment

R Clark Sheriff

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands and tenements of Silas G. Strong to wit 5 lots of land in Survey No. 2832 containing 112 acres each

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 Henry Starr the sum of twenty five hundred & forty four 00/100 Dollars

with interest thereon from the 12th day of July A. D. 1839 until paid.
Also, $4.96 increase of costs, which late in our said Court the said Henry Starr recovered against the said Silas G. Strong as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Starr

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 27th *day of* June

A. D. 1840.

James H. Gill Clerk.

A part of Survey No 3351, in the county of Union beginning at a White Ash Linn & Sugar tree in the south line of the Survey and corner to Jotham Matthiots land — thence north 79 degrees east 104 poles to a Hickory and two Burr oaks; — thence north 55 degrees east 116 poles to a stake in the centre in the forks of the road; — thence with the Waldo State road north 3 degrees east 153 poles to a large Sugar tree on the Bank of Mill creek; — thence up the creek with the Meanders thereof to a Stone in the Bank of the creek being the north east corner to a lot conveyed to William Sharp called the Steam Mill lot; — thence south with the line of said Steam Mill lot fifteen poles to a Stake; — thence east

22 poles to a Stake; — thence south with the line of John Irwin, Richard Bancroft Cyprian Lee, William C. Lawrence and Stephen Mc Lain's lots 105 poles to a Stake at the south east corner of Mc Lain's lot; — thence west 26 poles to a Stake in the line of said Joshua Mathiot; — thence south ten degrees east 158 poles to the place of Beginning containing two hundred and seventy acres be the same more or less —

Rec^d this writ June 15. 1841. levied upon about 260 acres of land Survey No 3351. bounded as follows. beginning at an ash Sugar tree & Lynn in the original South line of said Survey and corner to Joshua Matthotts land thence N 10 W along Matthotts line 152 poles to a Stake corner to a Lot owned by Stephen McLain thence East 30 poles to a Stake thence N 90 poles crossing the road at 75 poles to a Stake thence W 22 poles to a Stake in the East line of what is known the Steam Mill Lot. thence N 16 poles to a Stone in Mill Creek thence down Mill Creek with the meanders thereof 160 poles to a Stone 4 poles due west from a large Sugar tree thence east to said Sugar tree thence S 5 E 73 poles to an Elm & Buckeye in the Waldo State road thence with said State road S 80 poles to the Centre of the Delaware road thence S 64 W 4 poles to the center of the Dublin road thence with the Dublin road S 55 E. 177 poles to a Hickory corner to a lot owned by Adam Wolford thence S 35 W 152 poles to an Elm in said original South line of said Survey thence with said South line S 80 W 104 poles to the Beginning. taken in addition to the within described lots they not being sufficient in my opinion to satisfy said Judgement. June 18. 1841

Union Com pleas

Henry Starr

v } Vendi with Clause

Silas G Strong

Damages	$2536. 39
Costs	7. 62½
Increase	6. 06
Writ	.35

Not Sold for want of time
Aug. 6. 1841 W. W. Steele Sff

Lew 35
mie — 5

Filed August 6. 1841
James A Gill Clerk

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

WE command you to expose to sale those lands and tenements of Silas G Strong to wit 5 lots of lands in survey No 2832 containing 119 — acres each

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 Henry Starr the sum of $2536.39 damages and $7.62½ Costs

with interest thereon from the 12th day of July A. D. 1839 until paid. Also, $6.06 increase of costs, which late in our said Court the said Henry Starr recovered against the said Silas G Strong as of record is manifest. And if in your opinion the property remaining in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgement debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgement. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto the said Henry Starr

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 15th *day of* June

A. D. 1841.

James H. Gill Clerk.

Union Com^n Pleas

Henry Starr
vs } No. 33
Silas G. Strong

Damgs	$2536.39
Costs	7.62 1/2
Writ	.41

Levy	35
Levy	35
Mil	1,00
Inquest	100
Copy App	20
App fee	1,50
	$4,55

Filed May 11th 1840

Ja^s H. Gill Clk

Rec'd March 27th 1840 no goods & chattles found May 6th Levied upon 5 Lots of land in Survey No 2832 containing 119 acres each and Appraised the same by the oaths of Smith Brown John Perkins & Arah Gleason to three dollars and fifty cents per acre and not sold for want of time

R Clark Sheriff

c544.01 ½

4.55
.41
4.96

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 Henry Starr recovered against Silas G. Strong

as well the sum of Two thousand five hundred & thirty six dollars and thirty nine cents, for his damages, as the sum of $7.62½ 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 Silas G. Strong 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 Henry Starr Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 27th day of March A. D. 1840

ATTEST: James H. Gill Clerk

Union Common Pleas

Henry Starr
vs
Silas G. Strong

Damages	$ 2536.89
Costs	7.62½
Increase	7.21
Writ	41

Recd this writ Aug 10. 1843.

	Serv	35
	Mile	5
	Inquest	1.00
	Appr Ret.	10
	Advertising	25
Sheff	Fee	$ 1.75
	Apprsrs. 1.50	
	Printers fee 3.75	$ 5.25
	Total Amt	$ 7.00

Filed October 9th 1843
John Cassil Clerk

No 5

Advertised the property for sale on the 7th day of October 1843. (having previously appraised the 260. acres Survey No 3351 by the oaths of Mains Wason J. S. Alexander & Alexander Pollock at $25.66 per acre & the 595 acres Survey 2832 having been appraised at $4.00) I offered the property agreeable to the advertisement but found no bidders, Oct 7. 1843.

W. W. Steele Sheff. U. C. O.

$3.50,

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

We command you to expose to sale those lands & Tenements viz. "5 lots of land in Survey No 2832. Containing 119. acres each, about 250 acres of land Survey No 3351. beginning at an Ash Sugartree & Lynn, in the original South line of said Survey & Corner to Joshua Matthiotts land, thence N 10 W. along Matthiotts line 150 poles to a stake corner to a lot owned by Stephen McLain thence E 30 poles to a stake thence N. 90 poles croping the road at 75 poles to a stake, thence W. 22 poles to a stake in the east line of what is known as the Steam Mill lot thence N. 16 poles to a stone in Mill creek thence down Mill creek with the meanders thereof 160 poles to a stone 4 poles due west from a large sugar tree thence East to said sugar tree thence S.55.E 73 poles to an Elm and buckeye in the Waldo State road thence with said road S. 80 poles to the Centre of the Delware road thence S. 64 W. 4 poles to the centre of the Dublin road. thence with the Dublin Road S.55.E. 177 poles to a hickory corner to a lot owned by Adam Wolford thence S 35 W 152 poles to an Elm in said original South line of said Survey thence with said South line S.80 W. 104 poles to the beginning taken in addition to the within described 5 lots they not being sufficient in my opinion to satisfy said Judgment

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 Henry Starr,

the sum of $2536.39 — Judgement + $7.62½ costs —

with interest thereon from the 12th day of July A. D. 1839 until paid,

Also, $7.21 — increase of costs, which late in our said Court the said Henry Starr recovered against the said

Silas G Strong

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

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this Tenth day of August

A. D. 1843.

John Cassil Clerk.

Received this writ on the 20th day of September A.D. 1845. and by virtue of the command thereof, I advertised the within described land for sale by publication in the Eaglet, for thirty days previous to the day of sale, (it having been previously appraised, as heretofore returned by me,) I afterwards, to wit on the 22nd day of October A.D. 1845, in pursuance of said notice proceeded to offer said land for sale at public auction, at the door of the Court House in Marysville in said County: and the ~~land~~ five lots of land in survey No 2832 were then and there sold and struck off to the said Henry Starr, successively at ~~two dollars per acre~~ and for the sum of two dollars per acre for each of said lots of land, making in all 595 acres, he being the highest and best bidder, and that being the highest and best bid therefor; and two thirds the appraised value. The tract of 260 acres in Survey No. 3351 not sold for want of bidders. Said Eaglet is a newspaper published and in general circulation in said County of Union. Wm M Robinson Sheriff

Union Comn Pleas

Henry Starr

vs

Silas G. Strong

Dam	$2536.39
Costs	7.62
Increase	39.97
This writ	.41

Service	$0-35
Milege	25
Advertising	25
Poundage	23.90
	22.75
Printers fee	10.50
	33.25

Filed Oct 29. 1845.

John Cassil Clk

No 8

advertised

entered

~~Received this writ Sept 20th A.D. 1845. and by~~ virtue of the command thereof, I ~~advertised the within described real Estate for sale on the 22nd day of Oct A.D. 1845.~~ at the door of the Court House ~~between the hours of 10 oclock A.M. and 4 oclock P.M. in the Eaglet a newspaper as published in Union County. Oct A.D. 1844 I offered the within real Estate for sale at the door of the Court House in Marysville in said County having previously advertised as the law directs and~~

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 Silas G Strong

to wit

5 Lots of land containing 119 acres each Part of Survey No 2832.
1st Lot Beginning at 2 beeches & a Sypm S. E. corner of the Original Survey N. 83 W. 138 poles to a Beech & Hickory thence N 7 E. 138 poles to a Black ash thence S. 83 E. 138 poles to a Sugar tree Hickory & Ash thence S 7 E 138 poles to the Beginning containing 119 acres. 2nd Lot part of said Survey No 2832 Beginning at a Sugartree Hickory & Beech in the E line of said Survey thence N 83 W. 138 poles to a Black Ash, thence N 7 E 138 poles to 2 Sugar trees & Ironwood thence S. 83 E. 138 poles to an Elm & Maple thence S 7 W. 138 poles to the Beginning containing 119 acres 3d Lot part of said Survey No 2832, beginning at an Elm & Maple in the East line of said Survey, thence N. 83 W. 138 poles to 2 Sugar trees & an Iron Wood thence N 7 E. 138 poles to 2 Elms & a Beech thence S 83 E. 138 poles to 2 Sugar trees & hickory N. E corner of said Original Survey thence S 7 W. 138 poles to the Beginning Containing 119 acres. 4 Lot part of said Survey No 2832 Beginning at 2 Elms & a Beech in the North line of said Survey thence S 7 W. 138 poles to 2 Sugar trees & an Ironwood thence N 83 W. 138 poles to 3 beeches thence S. 7 E. 138 poles to a hickory & Elm in the N. line of said Survey, thence S. 83 E. 138 poles to the beginning containing 119 acres, 5th Lot part of said Survey No 2832 Beginning at a Black ash N. E. corner to a lot conveyed to John Perkins, thence with his line N 83 W. 138 poles to a Burr oak & Water Beech thence N 7 E. 138 poles to 3 beeches thence S 83 E. 138 poles to 2 Sugar trees & Ironwood thence S 7 W. 138 poles to the Beginning containing 119 acres Also 250 acres of land Survey No 3351. Beginning at an Ash Sugartree & Sypm in the Original South line of said Survey and Corner to Joshua Matthiots land, thence N 10 W along Matthiots line 152 poles to a stake corner to a lot owned by Stephen McLain thence E 30 poles to a stake thence N 9 poles crossing the road at 75 poles to a stake

thence W. 22 poles to a stake in the East line of what is known as the Steam Mill lot thence N. 16 poles to a stone on Mill Creek thence down Mill creek with the meanders thereof 160 poles to a stone. 4 poles due West from a large Sugar tree thence E. to said Sugar tree thence S 5 E. 73 poles to an Elm & Buckeye in the Waldo State road thence with said road S. 80 poles to the centre of the Delaware road, thence S. 64 W. 4 poles to the centre of the Dublin road thence with the Dublin Road S 55 E. 177 poles to a hickory corner to a lot owned by Adam Wolford thence S. 35 W. 152 poles to an Elm, in said Original South line of said Survey thence with said South line S 80 W. 104 poles to the beginning

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 Henry Starr the sum of Twenty three hundred thirty five — dollars and thirty Nine cents, for his damages, together with $ 7.62 for his costs, with interest thereon from the 12th day of July A. D. 1839 until paid; which late in our said Court the said Henry Starr recovered against the said Silas G. Strong as of record is manifest. Also $ 39.97 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 Henry Starr

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 20th day of September A. D. 1845.

John Cassil CLERK.

Received this writ June 18th A D 1845 - according to the comm and of the within writ I have ammended the former levy as follows 5 Lots of Land containing 1,19 acres each described as follows to wit Part of survey No 2832 - First Lot Begining at 2 Beaches & a Lyn south East Corner of the original survey N 83° W 138 poles to a Beach & Hickory thence N 7° E - 138 poles to a Black ash. thence S. 83° E - 138 - poles to a sugartree hickory & ash thence S 7° E 138 poles to the Begining Containing 1,19 acres - 2nd Lot part of said survey No 2832. Begining at a sugartree Hickory & Beach in the East line of said survey - thence N 83° W 138 poles to a Black ash thence N 7° E 138 poles to 2 sugartrees & iron wood thence S 83° E 138 poles to an Elm & maple thence, S 7° W. 138. poles to the Begining containing 1,19 acres - 3rd Lot part of said survey No 2832 Begining at an Elm and maple in the East line of said survey, thence N 83° W 138 poles

Exe Doc. No 2. Page 120

Henry Starr
vs
Silas G. Strong

Dam.	$2536.39
Costs	7.62
Increase	21.83
This writ	41
	2566.25

Int. from July 12. 1839

Inquests	$2-00
Milege	75
Service	35
advertising	25
Copy & Sal. aprmts	88
	$4.23
[illegible] fee	10.50
appraisors fees	3.00

Filed Aug 18. 1845
John Cassil Clk

No 7

appraisment Entered

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of Silas G. Strong - And that you have the Levy made by the former Sheriff, Amended, and the Property reappraised, as ordered by the Court at their May Term. 1845. on 5 lots of land Survey No. 2832 Containing 119 acres each, — & 250 acres of Land of Survey No 3351.

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 Henry Starr the sum of Two thousand Five hundred thirty Six — — dollars and thirty nine cents, for his damages, together with $ 7.62½ for his costs, with interest thereon from the 12 day of July A. D. 1839 until paid, which late in our said Court the said Henry Starr recovered against the said Silas G. Strong

as of record is manifest. Also, $ 21.83 — 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 Henry Starr

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 18 day of June A. D. 1845.

John Cassil CLERK.

to 2 Sugartrees & an Ironwood - thence N 7° E. 138 - poles to 2 Elms & a Beach - thence S - 83° E - 138 poles to 2 Sugartrees & Hickory North East Corner to said orig inal Survey - thence S 7° W 138 poles to the Begining Containing 119 acres — 4th Lot part of said Survey No 2832 Begining at 2 Elm & a Beach in the So orth Line of said Survey thence S 7° W 138 poles to 2 Su gar trees & an Ironwood thence N 83 - W - 138 poles to 3 Beaches thence N 7° E - 138 poles to a Hickory & El m in the North Line of said Survey thence S 83° E 138 poles to the Begining Containing 119 acres —
5th Lot part of said Survey No 2832 - Begining at a Black ash North East Corner to a Lot Conveyed to John Perkins thence with his Line N 83° W - 138 poles to a Buroak & water Beach then ce N 7° - E - 138 poles to 3 Beaches thence S 83° E 138 poles to 2 Sugars & Ironwood, thence S 7° - W - 138 poles to the Begining Containing 119 acres - all of said 5 Lots Containing 595 - said Lots appraised by the oath of David Danforth Israel Lockwood & A H Thompson was appraised at Three Dollars per acre — also the 260 acre Lot Levied on by the former Sheriff, according to the comand of this writ was re-appraised at Twenty Doll ars per acre by the oath of James Turner B Welch & J Curk — July 18th 1845 advertised the above real Estate in the Argus a paper published in the County of Union - for sale on the 18th day of August 1845 between the Legal - hours at the door of the Court House in said County - August 18th A D 1845 offer ed the above described real Estate for sale at the door of the Court House in said County by public out cry and not sold for want of bidders -

Wm M Robinson Sheriff of Union County

Rec'd this writ May 4. 1844. Advertised the property according to Law & offered for sale agreeable to the advertisement July 1st 1844 but no sale made for want of Bidders
July 1. 1844
W W Steele Sheriff

Union Com Pleas 2 120

Henry Starr
vs
Silas G. Strong

Damages	$2536.39
Costs	7.62½
Increase	15.03
This writ	41

A.

Serv	.35
Mile	.05
Adv.	.25
	.65
Sr. fee	4.50
	$5.15

Filed July 2d 1844
John Cassil Clerk

No 6

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those *Lands and tenements of Silas, G. Strong, to wit "5 lots of Land in Survey No 2832. containing 119. acres each. about 250 acres of land survey No 3351 – begining at an ash Sugar tree & Lynn in the original south line of said survey & corner to Joshua Mathiotts lands thence N 10 W along Mathiotts line 150 poles to a stake corner to a lot owned by Stephen McLain thence ~~[illegible]~~ E 30 poles to a stake thence N 90 poles crossing the road at 75 poles to a stake, thence W 22 poles to a stake in the east line of what is known as the steam mill lot thence N. 16 poles to a stone in Millcreek thence down Millcreek with the meanders thereof 160 poles to a stone 4 poles due west from a large sugar tree, thence East to said sugar tree, thence S 5 E 73 poles to an Elm and buckeye in the Waldo State road thence with said road S. 80 poles to the centre of the Delaware Road thence S 64 W 4 poles to the centre of the Dublin road thence with the Dublin Road S. 55. E. 177 poles to a hickory corner to a lot owned by Adam Wolford thence S 35 W 152 poles to an Elm in said original south line of said survey thence with said south line S. 80. W. 104 poles to the begining –*

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 *Henry Starr*

the sum of *Two thousand five hundred and thirty six* dollars and *thirty nine* cents, for *his* damages, together with $7. 62½/100 for *his* costs, with interest thereon from the *12th* day of *July* A. D. 18*39* until paid, which late in our said Court the said *Henry Starr* recovered against the said *Silas G. Strong*

as of record is manifest. Also, $ 15. 03/100 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 *Henry Starr*

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 *fourth* day of *May* A. D. 184*4*.

John Cassil — CLERK.

Ex Dock No 1 Page 92

Henry Starr

vs

Silas G. Strong

Damages	$2536.39
costs	7.62½
Increase	6.81
writ	.41

Recd this writ Apl 8. 1862
not Sold or appraised for want of time
Apl 8. 1862. [struck through]
The property levied upon will
be in my opinion sufficient to satisfy
the Judgement
W W Steele shff

Filed April 8. 1862
Jos. W. Gill Clk

Lev 35
Mile 5

No. 4

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

WE command you to expose to sale those lands and tenements of Silas G. Strong

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 Henry Starr the sum of $2536.39 damages & $7.62½ costs

with interest thereon from the 12th day of July A. D. 1839 until paid. Also, $6.81 increase of costs, which late in our said Court the said ~~the~~ Henry Starr recovered against the said Silas G. Strong

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

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 8th day of April

A. D. 1842

James H. Gill Clerk

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

Fees - Mileage 5
Service 35
Advertising 25
Pr. fee 4.50

Philip Snider Sheriff

Ex Dock Page 170

Henry Starr
vs
Silas G. Strong

Dam	$ 2536.. 39
Costs	7.62
Inc	68.42
Writ —	.41

Filed April 25, 1848
John Cassil clk

Recorded

No 12

11

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 Silas G. Strong. to wit, About 260. acres of land Survey No. 3351. bounded as follows to wit. begining at an ash Sugar tree & Syne in the Original South line of said Survey and corner to Joshua Matthiots land thence N10. W. along Matthiotts line 152 poles to a Stake Corner to a lot owned by Stephen McLain thence E. 30. poles thence N. 90. poles crossing the road at 75. poles to a Stake thence W 22 poles to a Stake in the east line of what is known the Steam Mill lot thence N 16 poles to a Stone in Mill creek thence down Mill creek with the meanders thereof 160 poles to a stone 4 poles due West from a large Sugartree thence east to said Sugartree thence S. 5. E. 73 poles to an elm & Buckeye in the Waldo State road thence with said State road S. 80. poles to the Centre of the Delaware road thence S. 64. W. 4 poles to the Centre of the Dublin road thence with the Dublin road S. 55. E. 177. poles to a hickory Corner to a lot owned by Adam Wolford thence S 35. W. 152. poles to an elm in said Original South line of said Survey thence with said South line S 80. W 104 poles to the begining.

Also 5 Lots of Land Containing 119. acres each Survey No. 2832 for Description See Execution Dockett.

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 25th **day of** January **A. D. 184**8.

John Cassil **CLERK.**

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G. Strong. tract,

[illegible] land Survey No. 3351. bounded as follows to wit. begining at an ash Sugar

[illegible] land

[illegible]

certified to the Judges of our Court of Common Pleas, of our said County; to satisfy

Henry Starr the sum of

twenty five hundred & thirty Six dollars and thirty nine cents,

for his damages, together with $ 7.62½ for his costs, with interest thereon from the

twelfth day of July A. D. 1839 until paid; which late in our said Court the said

Henry Starr recovered against the said Silas G. Strong

as of record is manifest. Also $ 68.42 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 Henry Starr

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 25th day of January

A. D. 1848.

John Cassil CLERK.

Ex: Dock: P. 170.

Henry Starr
v
Silas G. Strong

Dam	$2536.39
Cost	7.62½
Ino.	50.34
Writ	41
Service	35
Milege	5
advertising	25
	65
printers fee	$4-00

Wm. M Robinson
Sheriff

Filed July 27. 1846
John Cassil Clk

Recorded

No 9

advertised

Received this writ June 22nd 1846–
Advertised the within described real Estate in the Argus a Newspaper published and in general circulation in Union County – for sale at the door of the Court House in said County on the 27th day of July AD 1846. Between the Legal Hours of 10 oclock A M & 4 oclock P.M. July 27th AD 1846 1. oclock P M I offered the within described real Estate for sale at the door of the Court House by public out cry (it having been previously appraised and Advertised for more than 30. days) ~~July 27th AD 1846 I offered the said real Estate for Sale~~ Not Sold for want of Bidders
Wm. M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands & Tenements of Silas G. Strong viz.

About 260 acres of land Survey No 3351. - bounded as follows. beginning at an Ash Sugar tree & Lynn in the Original South line of said Survey and Corner to Joshua Matthiotts land, thence N. 10 W. along Matthiotts line 152 poles to a Stake Corner to a lot owned by Stephen McLain, thence E. 30 poles, thence N. 90 poles Crossing the road at 75 poles to a Stake thence W. 22 poles to a Stake in the East line of what is Known the Steam Mill lot, thence N. 16 poles to a Stone in Mill Creek thence down Mill Creek with the Meanders thereof 160 poles to a Stone, 4 poles due west from a large Sugar tree, thence East to said Sugar tree thence S. 5 E. 73 poles to an Elm & Buckeye, in the Waldo State road, thence with said State road, S 80 poles to the Centre of the Delaware, road, thence S. 64 W. 4 poles to the Centre of the Dublin Road. thence with the Dublin Road S. 55 E. 177 poles to a hickory Corner to a lot owned by Adam Wolford thence S. 35 W. 152 poles to an Elm in said Original South line of said Survey, thence with said South line S 80 W. 104 poles to the begining

5 Lots of Land Containing 119 acres each,

~~Survey No.~~ 2832.

For description see Ex Docket

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 Henry Starr the sum of Twenty five hundred and Thirty Six dollars and Thirty Nine cents, for his damages, together with $7.62½ for his costs, with interest thereon from the 12th day of July A. D. 1839. until paid, which late in our said Court the said Henry Starr recovered against the said Silas G. Strong as of record is manifest. Also, $ ~~46.75~~ 50.34 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 Henry Starr

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 22 day of June A. D. 1846.

John Cassil CLERK.

Ex Dock P. 170

Henry Starr
vs
Silas G. Strong

Dam	$ 2536.39
Cost	7.68½
Int	57.40
Writ	41

Filed Aug 3 1847
John Cassil Clk

Recorded

No 10

Received this writ June 25th 1847. I duly advertised the within described Real Estate for sale by publication in the Argus a newspaper published and in General circulation in Union County. 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 town of Marysville in said County and not sold for want of Bidders

Fees- advertising	25
mileage	5
Service	35
Pr Fee	4.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G. Strong

Vis—

about 260 acres of land Survey No 3357 bounded as follows. begining at an ash Sugar tree and lynn in the original South line of Said Survey and corner to Joshua Matthiotts land thence N 10 W. along Matthiotts line 152 poles to a Stake corner to a lot owned by Stephen McLain. thence E 30 thence N. 90 poles crassing the road at 75 poles to a Stake thence W 22 poles to a Stake in the East line of what is known the Steam Mill lot thence N 16 poles to a Stone in Mill Creek thence down Mill Creek with the meanders thereof 160 poles to a Stone. 4 poles due west from a large Sugar tree. thence East to Said Sugartree thence S 5. E. 73 poles to an Elm & Buckeye in the Waldo State Road. thence with Said State road S 80. poles to the Centre of the Delaware road. thence S 64 W. 4 poles to the centre of the Dublin Road thence with the Dublin Road S. 55. E 177. poles to a Hickory corner to a lot owned by Adam Wolford thence S 35 W 152 poles to an Elm in Said Original South line of Said Survey. thence with Said South line S 80. W 104 poles to the begining.

Also, 5 Lots of Land Containing 119. acres Each. Survey No. 2832

For Description See Ex docket

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

Henry Starr — the sum of

Twenty five hundred and Thirty Six dollars and Thirty Nine cents,

for his damages, together with $ 7.62½ for his costs, with interest thereon from the

12th day of July A. D. 1839 until paid; which late in our said Court the said

Henry Starr recovered against the said Silas G. Strong

as of record is manifest. Also $ 57.40 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

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 25th day of June

A. D. 1847

John Cassil CLERK.

U. Starr
vs
S. G. Strong

proof published

HENRY STAR vs. Silas G. Strong. By virtue of an venditioni exponas to me directed from the Court of Common Pleas of Union Co., Ohio, I will offer for sale at the door of the Court House in Marysville, in said County, between the legal hours of 10 o'clock A [illegible]

on the 29 day of May, 1849, the following described real estate, to wit: situate in the county of Union, and State of Ohio, beginning at an ash, sugartree and lynn, in the original S line of said survey, and corner to Joshua Mathiott's land; thence N 10 w along Mathiots line 152 poles to a stake, corner to a lot owned by Stephen McLain; thence E 30, thence N 90 poles crossing the road at 75 poles to stake; thence w 22 poles to a stake in the east line of what is known as the steam-mill lot; thence N 16p to a stone in Millcreek; thence down Millcreek with the meanders thereof 160p to a stone 4p due west from a large sugartree; thence E to said sugartree; thence S 5 E 73 poles to an elm and buckeye in the Waldo State Road; thence with said State road S 80 poles to the centre of the Delaware road; thence S 64 w 4 poles to the centre of the Dublin road; thence with the Dublin road S 55 E 177 poles to a hickory, corner to a lot owned by Adam Wolford; thence S 35 w 152 pols to an elm in said original south line of said survey; thence with said south line S 80 w 104 poles to the beginning, containing about 260 acres of land survey No. 3351. Also, five lots of land containing 119 acres each survey No. 2832. For description see Execution Docket. The above described 260 acres appraised at $20 per acre; the five lots 119 acres each appraised a $3 per acre.

PHILIP SNIDER, Sheriff.

April 25 1849. n48w5pf,5,50

State of Ohio
Union County ss.

Personally appeared in open Court and made solemn oath that the notice hereto attached was published in the "Argus," a news paper published & in general circulation in said County for the term of 30 days or five weeks consecutively immediately previous to the 29 of May 1849

P. B. Cole
publisher

Sworn & subscribed in open Court
May 30 1849
James Kinkade clerk

Received this writ April 16. 1849. Advertised the within described real estate for sale by publication in the *Argus* a newspaper published and in general circulation in Union County for at least thirty days previous to the day of sale. In pursuance of said notice I afterwards. to wit: on the 29th day of May 1849 between the legal hours of ten O.clock A. M. and four O.clock. P.M. offered said real estate for sale by public outcry at the door of the Court house in said County, and sold the within described two hundred and sixty acres to Henry Star for the sum of thirteen dollars & sixty seven cents per acre amounting to three thousand five hundred and fifty four dollars and twenty cents. he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof. ballance of the property not sold for want of bidders.

Fees = mileage 05
service 35
advertising 25
Pr fees 5.50 = $ 6.15

Philip Snider Sheriff

whole amount of costs one hundred and twenty three dollars and fifty four cents.

Philip Snider Sheriff

Ex Book Page 170

Henry Starr
vs
Silas G. Strong

Damage	$2536.. 39
Costs	7.. 62½
Increase	86.. 45
Writ	.. 41

Filed May 30. 1849
James Kinkade p clerk

Recorded

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G. Strong to wit: About 260 acres of land Survey No. 3351. bounded as follows begining at an ash Sugartree & Lynn in the Original South line of said Survey and Corner to Joshua Mathis land thence N. 10. W. along Mathis's line ~~of said Survey~~ 152. poles to a Stake Corner to a lot owned by Stephen McLain thence E. 30. poles thence N. 90 poles. Crossing the road at 75 poles to a Stake thence W. 22 poles to a Stake in the East line of what is known the steam Mill Lot. thence N. 16. poles to a stone in Mill creek thence down Mill creek with the meanders thereof 160 poles to a stone 4 poles due West from a large Sugartree thence east to said Sugartree. thence S. 5. E. 73. poles to an Elm & Buckeye in the Waldo State road thence with said State road S. 80. poles to the centre of the Delaware road thence S. 64. W. 4 poles to the centre of the Dublin road. thence with the Dublin road, S. 55. E. 177. poles to a hickory corner to a lot owned by Adam Walford thence S. 35. W. 152 poles. to an Elm in said Original South line of said Survey thence with said South line S. 80. W. 104. poles to the begining.—

Also 5 Lots of land Containing 119 acres Each part of Survey No. 2832. for further description of said lots. See Execution Docket.

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 Henry Starr

the sum of Twenty five hundred and thirty Six dollars and thirty nine cents for his ~~for~~ damages, together with $7.62½ for his costs, with interest thereon from the 12th day of July A.D. 1839 until paid, which late in our said Court the said Henry Starr

recovered against the said Silas G. Strong.

as of record is manifest. Also, $ 86.45 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 Henry Starr.

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

Witness, ~~JOHN CASSIL~~ James Kinkade Jr, Clerk of said Court at the Court House in Marysville, this 12th day of April A.D. 1849

James Kinkade Jr Clerk.

Ex Dock Page 170

Henry Starr
vs
Silas G. Strong

Dam	$ 2536, 39
Cost	7, 62½
Int	62 " 86
Writ	" 41

Filed Oct 6th 1847
John Cassil Clk

Recorded

(No 11)

Received this writ August 26. 1847.
By virtue of this writ I duly advertised the within described real estate for publication in the Argus A 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 5th day of October A.D. 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 Town of Marysville in said County. Not sold for want of bidders

Fees - Advertising 25
Service 35
Mileage 5 = 60
Pr fee $4.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G. Strong, viz

About 260 acres of land Survey No 3351 bounded as follows to wit, begining at an ash Sugartree & Lynn in the Original South line of Saice Survey and corner to Joshua Mathiotts land thence N 10 W. along Matthiott line 152 poles to a stake corner to a lot owned by Stephen McLain. thence E. 30 poles. thence N. 90 poles crossing the road at 75 poles to a stake thence W 22 poles to a stake in the east line of what is known the Steam Mill lot thence N 16 poles to a Stone in Mill Creek thence down Mill Creek with the meanders thereof 160 poles to a Stone 4 poles due west from a large Sugartree thence East to Said Sugartree thence S. 5 E. 73 poles to an Elm & Buckeye in the Waldo State road thence with Said State road S 80 poles to the centre of the Delaware road thence S 64 W 4 poles to the centre of the Dublin road thence with the Dublin Road S 55, E. 177 poles to a hickory corner to a lot owned by Adam Walford thence S 35. W. 152. poles to an Elm in Said Original South line of Saice Survey thence with Saice South line S 80 W. 104 poles to the begining.

— also 5 lots of land containing 119 acres each Survey No 2832. For Description See Ex Docket

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

Henry Starr the sum of

Twenty five hundred & thirty six dollars and thirty nine cents,

for his damages, together with $ 7.62½ for his costs, with interest thereon from the

12th day of July A. D. 1839 until paid; which late in our said Court the said

Henry Starr recovered against the said Silas W. Strang

as of record is manifest. Also $ 62.86 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 Henry Starr

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 August A. D. 1847.

John Cassil CLERK.

Ex Dock Page 170

Henry Starr
vs
Silas G Strong

Damage $	2536,39
Costs	7,62½
Increase	80,89
Writ	,41

Filed Sept 20, 1848
John Cassil Clk

(Recorded)

Received this writ August 11th 1848. In obidience to the within command I advertised the within described real estate for sale by publication in the Argus A Newspaper published and in General circulation in Union County, Ohio for at least thirty days previous to the day of sale. I afterwards, to wit; on the 19th. day of September A.D. 1848 between the legal hours of ten O.clock A.M. and four O.clock. P.M. offered said real estate for sale by public outcry at the door of the Court House in said County. Not sold for want of bidders.

Fees – mileage 5
advertising 25
service 35
Pr Fee 4,50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G. Strong, to wit About 260 acres of Land Survey No. 3351. bounded as follows Begining at an ash Sugartree & Lynn in the Original South line of said Survey and Corner to Joshua Mathias land thence N10 W. along Mathias line 152 poles to a State Corner to a lot owned by Stephen McLain thence E30. poles thence N 90 poles. Crossing the road at 75 poles to a State thence W. 22 poles to a stake in the East Line of what is Known the Steam Mill lot, thence N16. poles to a stone in Mill Creek thence Down Mill Creek, with the meanders thereof 160 poles to a stone 4 poles due west from a large Sugartree thence east to said Sugartree, thence S5. E. 73. poles to an Elm & Buckeye in the Worlds State road thence with said State road, S80 poles to the Centre of the Delaware road thence S. 64. W. 4 poles to the centre of the Dublin road, thence with the Dublin road S55. E. 177. poles to a hickory Corner to a lot owned by Adam Wolford, thence S. 35. W. 152 poles to an Elm in said Original South line of said Survey thence with said South line S. 80. W. 104. poles to the begining;—— Also 5 Lots of Land Containing 119 acres each part of Survey No. 2832. for further description of said Lots see Execution Docket,

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 Henry Starr,

the sum of Twenty five Hundred and thirty six —— dollars and thirty nine cents for his ~~his~~ damages, together with $7.62½ for his costs, with interest thereon from the 12th day of July A.D. 1839 until paid, which late in our said Court the said Henry Starr,

recovered against the said Silas G. Strong,

as of record is manifest. Also, $ 80,,89 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 Henry Starr,

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 August A.D. 1845

John Cassil Clerk.

Ex Dock Page 170

Henry Starr
vs
Silas G. Strong

Damage	$2536.39
Costs	7.62½
Increase	75.33
writ	5.41

Filed June 28, 1848
John Cassil clerk

Recorded

Received this writ May 19, 1848. In obedience to the within command I duly advertised the within described real estate for sale by publication in the Argus a Newspaper published and in general circulation in Union County, Ohio, for at least thirty days previous to the day of sale & afterwards, to wit, on the 27th day of June A.D. 1848 between the legal hours of ten O'clock A.M. and four O'Clock P.M. offered said real estate for sale by public Auction at the door of the Court house in said County. Not sold for want of bidders.

Fees mileage 5
Service 35
Advertising 25
Pr fee $4.50

Phil's Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Silas G. Strong. to wit
About 260 acres of Land. Survey No 3351, bounded as follows beginning at an Ash Sugar tree & Lynn in the original South line of said Survey and corner to Joshua Mathiots Land thence N 10. W, along Mathiotts line 152 poles to a Stake corner to a Lot owned by Stephen McLain, thence E, 30 poles thence N 90 poles crossing the road at 75 poles to a Stake thence W, 22 poles to a Stake in the East Line of what is known the Steam Mill Lot, thence N 16. poles to a Stone in Mill Creek, thence down Mill Creek, with the meanders thereof 160 poles to a Stone 4 poles due West from a large Sugar tree thence East to said Sugar tree thence S, 5. E, 73 poles to an Elm & Buckeye, in the Waldo State road thence with said State road S, 80. poles to the centre of the Delaware road, thence S, 64, W 4 poles to the Centre of the Dublin road thence with the Dublin road, S, 55, E 177 poles to a Hickory corner to a Lot owned by Adam Wolford, thence S 35, W, 152 poles to an Elm in said Original South Line of said Survey thence with said South Line S, 80, W, 104 poles to the beginning, — Also 5 Lots of Land Containing 119 acres each part of Survey No. 2832. For further description of said Lots See Execution Docket

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 Henry Starr

the sum of Twenty five Hundred and thirty Six dollars and thirty nine cents for his damages, together with $7.62½ for his costs, with interest thereon from the 12th day of July A.D. 1839 until paid, which late in our said Court the said Henry Starr

recovered against the said Silas G. Strong,

as of record is manifest. Also, $ 75,33 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 and 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 Henry Starr

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 May A.D. 1848

John Cassil Clerk.

make the lines meet; if a mistake was
made in the levy, there is no reason why the
mistake should not be corrected in the Vendi.
if it commands the Sheriff to sell the same
tract of land which was levied upon —
I hope you will be careful & have the Vendi.
in all respects correct, in its reference to the
judgment, the amount, when rendered, and
when the levy was made, Let there be no mis-
-take in issuing it, Please hand it to the
Sheriff as also the other half sheet — which
tear off —

yours with
respect
Henry Starr

H. Starr
vs
S. G. Strong
Precipe

1.21
.35
.40
.40

Cincinnati 5th July 1843 –

My Dr Sir – Will you please immediately to issue a Vendi. for the sale of the lands which have been levied upon by an execution in my favor against Silas G. Strong – I wish you to be careful to describe the lands in the Vendi which have been levied upon. It will not answer to refer to them generally as was done in a former ~~levy~~ Vendi – They must be particularly described. The lands were levied upon in June 1840 – If there was a mistake in the description of the lands levied upon in 1840, (as Mr Strong informed me there was) by omitting one line of the Survey. This has been corrected, or if not corrected, it would be right so to describe the land in the Vendi, as to

Dated

Henry Starr
vs
X Silas G. Strong

Judgment
in Union Com Pleas
The Clerk will issue a vendi
in above case returnable
next term

To John Cassil, Clerk
Sept 9th 1845

C M Allison Atty
for Pltf

Filed June 21 - 1847
John Carril Clk

Henry Starr
vs
Silas G Strong

Judgment in Union Com Pleas
Issue a venditi
in above case to Sheriff
of Union County

To John Cassil Clerk

June 25th 1847

C W Allison Atty for Plty.

Filed aug 26th 1847
John Cassil clerk

Henry Starr
vs
Silas G Strong

Judgment in Union Com Pleas

Issue a vendi in the above case

To John Cassil, Clerk
August 26th 1847

C M B Allison Atty for Plff

Union Com Pleas

Henry Starr
vs
Silas G. Strong

Poe for Execution

Filed May 3 1844
John Cassil Clerk

Issued May 4 1844
John Cassil Clerk

Union Com. Pleas

Henry Starr
vs
Silas G. Strong

The clerk of the Court of Common Pleas of Union county is hereby directed to issue a Venditioni Exponas for the sale of the lands levied upon by an execution heretofore issued in this cause.
The clerk will be careful to recite the date of the execution under which the levy was made, the date of the levy and the description of the property levied upon, the return date and place the Vendi. immediately in the hands of the Sheriff — Place hand the other half sent to the Sheriff —

30 April 1844 — Henry Starr

Union Com. Pleas

Henry Stair

vs

S. G. Strong

Filed March 27, 1840

Jas. H. Gill Clk

Henry Starr
vs
Silas C. Strong } Judgt. in Union Common Pleas. at July Term /39

The Clerk of said Court will please issue execution in this case forthwith.

Cincinnati March 19th 1840 Henry Starr

To J. H. Gill Clk

Civil/Domestic Case File

Case No. 1839-CV-0042

No. 39-CV-42

Union Common Pleas Court.

Charles Sweeltzer
Plaintiff,

AGAINST

Stephen M Lane,
Defendant.

JUL TERM. 1839

JUDGMENT VS DEFENDANT
$547 49

Journal 2 Page 128

Record No. 3 Page 340

Ex. Doc. Page

Stephen McLain
Note & Cognovit
for $551.00

A Melvin & Co

Nar & plea.

Debt. $541.25
Dam 6.24
547.49

Filed
July 13 - 1839
Jas H. Lee Clk

$ On or before the first day of March 1839. I promise to pay to Charles Sweetser for the use of A. Melvin & Co. the sum of five hundred and fifty one Dollars and twenty five Cents, for value received.
Witness my hand and Seal this 26th day of October 1838.

Stephen McLain (L.S.)

To John Huber Esq., or to any Attorney of record in the State of Ohio: I do hereby authorize and empower you in my name to appear in the court of Common Pleas in and for the county of Union or before any other court of record in the State of Ohio, at their Second term of the year eighteen hundred and thirty nine, or at any subsequent term of said court, and in my stead to enter an amicable action in debt, at the suit of Charles Sweetser for the use of A. Melvin & Co. and thereon to receive a declaration upon the above writing obligatory, and bearing even date herewith, executed by me Stephen McLain and sealed and delivered to the said Charles Sweetser, for the sum of five hundred and fifty one Dollars and twenty five cents and to suffer judgment in said suit to be rendered against me in said court for any sum of money as from said above mentioned writing obligatory may appear due at the time of the rendition of such judgment, and costs of suit And release all error of such judgment, and waive all right and benefit of appeal in my behalf
Witness my hand and Seal this 26th day of October 1838.
In presence of
John Huber.

Stephen McLain (L.S.)

541.25
6
32.47.50 = d 1111/2
10.825
1 25 2.70
12.07 1.35
Sett — 541.25 120 541.25
553.32 5.83 6 24
7.24 547.49
off 5% ... -5 83 6.24
547. 49

In taking judgment on the within five dollars and eighty three cents are to be deducted.

J. Hulen.

The State of Ohio Union County SS

Court of Common Pleas July Term 1839

In a suit amicably entered. Charles Smuten complains of Stephen McLain in a plea of debt for that whereas the said Stephen McLain, heretofore to wit: on the 26th day of October 1838 at Marysville in the County of Union Ohio, made his certain writing obligatory of that date, sealed with his seal and now here to the Court shown, and then and there delivered the same to the said Charles Smuten. And thereby then and there bound himself to pay to the said Charles Smuten for the use of Lewis S. Bouton, the sum of five hundred forty one dollars and twenty five cents on or before the 1st day of March 1839 for value Recd which has now elapsed, yet the said Stephen McLean hath not paid the said sum of money, nor any part thereof to the damage of the said Charles Smuten for the use of Lewis S Bouton $541.25 debt - Dam $6.24 - and therefore he brings suit &c

C. Smuten pro pa

The State of Ohio Lebanon County SS

In the Court of Common Pleas Union County July Term 1839

And now the said Stephen McLain by I. W. Andrews his Atty comes and defends the wrong and injury when &c and says that he cannot deny but that the said writing obligatory in said plaintiffs declaration set forth is his deed nor but that the said defendant is indebted to the said plaintiff in the sum of $541.25 as the said plaintiff hath alleged nor but that the said plaintiff has sustained damages by reason of the detention thereof in the sum of $6.24 as thereby above complained against him

I. W. Andrews Deft Atty

Civil/Domestic Case File

Case No. 1839-CV-0043

No. 39-CW-43

Union Common Pleas Court

James W. Evans
Plaintiff,

against

Sidney Gilbert,
Defendant.

OCT TERM. 1839

Dismissed

Journal 2 Page 168

Record No. — — Page — —

Ex. Doc. Page

Union Com Pleas

James M. Evans
vs } Trespass
Sidney Gilbert

Filed July 15th 1839
James H. Gill Clk

James W. Evans, Plff } In Attachment
vs } Plantiffs claim founded
Sydney Gilbert Deff } on a book Account
filed
March 25 1839
The Plantiff filed his
Affidavit that the said
Sydney Gilbert is indebted
to him, and that the
said Sydney Gilbert is
not a resident of the
County of Union
Thereupon I issued a
Writ of Attachment

May 18th 1839 The Plantiff appeared
and produced Satisfactory evidence
of having advertised the issuing the
attachment agreeably to law
Thereupon the claim of said Plantiff was
tried and proofs duly made by his
being examined under oath respecting
his book account, A. C Jennings and
Samuel Hawley were
sworn as Witnesses
It is therefore considered by me that the
Plantiff recover of the Defendant the sum
of sixty four Dollars forty eight cents,

I certify the above to be a Transcript
of the Judgment and part of the
Proceedings had before me Ira Wood JP

Civil/Domestic Case File
Case No. 1839-CV-0044

Civil/Domestic Case File

Case No. 1839-CV-0045

No. 39-CW-45

Union Common Pleas Court.

John Cassel
Plaintiff,

AGAINST

A. S. Alden
Defendant.

APR TERM. 1841

JUDGMENT VS DEFENDANT

Journal 2 Page 318

Record No. No Record. Page

Ex. Doc. 1 Page 228

Union Com. Pleas

John Caple, Supervisor

vs } Transcript

Andrew S. Aldrich

Filed Aug. 15. 1839

James H. Gill Clk

J H Gill

Transcript

John Cafsil Supervisor of District No. 2 in Union Township Union County For the use of Said Township
vs
Andrew S Alden

Action of Debt Brought for obstructing the road in said Township Damages Claimed $99.00

June 26th a summons issued & Directed to Elias Hartley Const. for the appearance of Defendant on the 3d day of July 1839 at 2 O Clock P.M.

Plantiffs Costs	
summons	12½
supoen for 3 witnesses	20
Docket entry	25
3 witnesses supoened	1.50
2 witnesses Cald	50
swearing 5 witnesses	20
Const. fees	65
	3 42½
Defendants costs	
swearing 1 witness	4
on witness fee Cald	25
J	29
whole amount	3.71½
Transcript — —	31¼
	4.02¾

at the instance of the Plantiff a supoena issued for Wm B Irwin Wm Watson and Jesse Lawlen for witnesses July 3d 1839 at 2 O Clock P.M. Constable Elias Hartley returned summons Endorsed Served the within by reading on the 29th ult. fees, 15 cts Elias Hartley Const. Supoenas duly served by reading on the 1st of July fees, 50 Elias Hartley Const. July 3d 1839 at 2 O clock P.M. the parties attended and Wm Watson Jesse Lawlen & Wm B Irwin Jesse Porter & M Silvers were sworn and examined as witnesses on the part of the plantiff & George Moodie was sworn and examined as a witness on the part of the defendant and trial was had and I do find the Defendant Guilty of obstructing the road and it is considered by me that John Cafsil for the use of the township recover of said Defendant Andrew S Alden the sum of Five dollars and thirty seven cents and the costs of suit taxed at three dollars and forty two cents

A Keyes J P

State of Ohio Union County Union Township ss
I do hereby certify that the above is a full and true copy from docket of the procedings had by & before me in the above cause

Andrew Keyes J P
of said Township

July 13th 1839

J H Gill

Bond

Filed Aug. 15. 1839

James H. Gill Clk

In the action of John Cafsil Supervisor of district No. 2 in Union township Union County for the use of aforesaid township against Andrew S Alden I Andrew S Alden & R P Mann acknowledge myself Bail for the appelant in the sum of one hundred dollars to be levied on my goods chattles lands and tenements in case the appelant shall be condemd in the action and shall fail to pay the condemnation and have accrued or may accrue in the court of common pleas

Taken, signed and acknowledged
on this 13th day of July 1839
before me Andrew Reyes J P R. F. Mann

Union Com. Pleas

Andrew S. Alden
ads } Lab
John Copilsaper

Serv 25
Mil 75
1,00

Filed Oct 6. 1840
Jas. H. Gill Clk

Served by reading J Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON George Mordie and John Reed Jr

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 third 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 John Capie Supervisor is plaintiff, and Saml Alden 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 28th day of Sept A.D. 1840.

Jas H. Gill *Clerk.*

Union Com. Pleas

John Cassil Supervisor

vs Z Sub

A. S. Alden

Serv 37½

Mil — 5

42½

Filed Oct 6. 1840

Jas H Gee Clk

Served by reading to Clark Henry

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Jesse Lawton David Gill & John Capie &

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,~~ ~~forthwith~~ 2nd day of this term to testify and the truth to speak on behalf of J. Cassie Supervisor in a certain matter in controversy in our said Court depending: wherein said Cassie Supervisor is plaintiff, and A. S. Alden 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 6th day of Oct A.D. 1848.

Jas. H. Gill Clerk.

Alden

ads

Cassie

Ser 12½
Mil 5
17½

Filed Oct 7. 1840
[illegible] Clk

Ser by Reading [illegible] Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON John McDowell

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, forthwith ~~on the first day of next Term~~, to testify and the truth to speak on behalf of Andrew S. Alden in a certain matter in controversy in our said Court depending: wherein John Cassel Supervisor is plaintiff, and Said Alden 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 7 day of Oct A.D. 1840.

James H Gill Clerk.

Union Com Pleas

John Cassil Supervisor

vs } Nar

Andrew S Alden

Filed July 30. 1840

James H. Gee Clk

Cost bill made

...id
...ty SS } Union Com Pleas Oct
Term in the year 1839

from the Docket of A Keys JP

John Capel who sues as supervisor of Road District
... Union Township Union Co
...ns of Andrew S Alden in a plea of debt
that he render to the said John Capel sup=
the sum of Twenty dollars which he owes &
unjustly detains from him. For that whereas the said Andrew S Alden on or about
the twentieth day of June in the year
A D 1839 at the District aforesaid did
obstruct a public Road authorised by the
laws of this state & suffered said obstruction
to remain to the hindrance & inconvenience
of travelers. Contrary to the form of the
Statute in such case made & provided
& to the damage of the platff as such supervisor Twenty dollars & therefore he sues

By P B Cole his atty

Cr docket No 1 Page 98

John Castil supervisor

vs

Andrew S. Alden

Plffs costs	$4.09
Defts costs	8.97
writ	.41
	13.47

Recd this writ Oct 6. 1841. made Six dollars W McTeele Sheff

Service	35
Mile	35
Bond	10
	80

w/ Filed Nov. 5. 1841

James G. 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 14th day of April A. D., 1841 John Cassil Superviser

recovered against Andrew S Alden

as well the sum of dollars

and cents, for damages, as the sum of $4.09

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 Andrew S. Alden

you cause to be made the d[redacted] costs aforesaid, with interest thereon from the 14th day of April A. D., 1841, until paid. Also, the sum of $0.40 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~~ 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 6th day of October A. D., 1841

Attest: James H. Gill CLERK.

Ex: Doc: P. 228.

John Cassil, superv

v

And. S. Alden

Costs	13.06
Incr.	1.62
Writ	41

Cr. Oct 6. 1841 $6.00

Service------	$0.35
Milege------	70
Bond-------	50
Levy-------	35
Advertising---	25
	$2,15

Wm M Robinson
Sheriff

Filed July 27. 1846
John Cassil Clk

Recorded

Received this writ May 22nd 1846 - Served June 3rd 1846 - on 3 Head of Hors es 4 cows 4 yearling Heafers, 1 yoak of Bulls 35 Head of Hogs 50 - Head of Sheap 1. Two Horse waggon 1 Two Horse Buggy & 2. yearling coalts - in conjunction with Two other Executions to wit - J M Gooding vs A S Alden & A S Alden ad vs Jesse Hardin - taken as the property of the said A.S. Alden advertized the said goods & chattels in the argus a paper published in Union County, for sale on the 25th day of July 1846 Between the legal Hours - Not sold for want of Bidders, Wm M Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein John Cassil Supervisor was plaintiff, and Andrew S. Alden was defendant, the costs of said Andrew S. Alden were taxed at Fourteen dollars Sixty eight cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Andrew S. Alden in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 14th day of April A. D. 1841 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 21st day of May — A. D. 1846

John Cassil CLERK.

Filed March 13th
1844
John Cassil Clk

John Cassil Supervisor
vs
Andrew S Alden

Union Com. Pleas.
Judgment for Cost
April Term A D 1844

Issue an execution for the unpaid
Costs in this Case
March 13. 1844
To the Clerk of
said Court,

P. B. Leale Atty for Pltff

Civil/Domestic Case File
Case No. 1839-CV-0046

No. 39-cv-46

Union Common Pleas Court.

John Castle
Plaintiff,

AGAINST

James McElroy
Defendant.

APR TERM. 1841

Judgment VS Plaintiff

Recorded &
Indexed,

Journal 2 Page 298

Record No. 3 Page 484

Ex. Doc. Page

John Castle
vs
James McIlroy

Precipe

Filed August 23. 1839
James H. Lee Clerk

John Castle
vs
James McIlroy

Slander
Case damages $2000.00

Issue a summon returnable
at the next term endorse Suit Brot by plaintiff
To recover damages of the ~~plaintiff~~ Defendant for
maliciously speaking uttering and declaring of and concerning the
plaintiff the following false slanderous defamatory
words Castle swore a lie. he (Castle) swore a
damned lie, he is perjured, I lost the suit becase
Castle swore a lie

W. B. Lawrence
atty for pltff

J H Gill Clk
Com pleas Co

Union Com. Pleas

John Castle
vs } Summons
James McIlroy

Serv — 35
Mil — 60
Copy — 17
$1,12

Filed Oct 28. 1839
James H Gill Clk

Suit Brot by plaintiff to recover damages of the defendant for maliciously speaking uttering & declaring of and concerning the plaintiff the following false slanderous defamitory words, Castle swore a lie. he (Castle) swore a damned lie. he is perjured. I lost this suit because Castle swore a lie

W. C. Lawrence
atty for Plff

Served by delivering a certified copy to defendant
R Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON James McElroy

on the first day of next Term 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 John Castle

in a plea of the case Damages two thousand Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 23d day of August A.D. 1839

James H. Gill CLERK.

Union Com. Pleas

John Castle
vs } Declaration
James McElroy

Filed Nov. 21. 1839
James H. Lee Clk

Cost bill made

Recorded

Union County ss Union Com. Pleas Oct. Term 1839

John Castle complains of James McElroy in a plea of the case, for that whereas the said John Castle is and always has been a good and faithful citizen of the State of Ohio and has sustained a good and fair character among his neighbors for integrity and has never been guilty or suspected of the atrocious crime of perjury and false swearing. but the said James McElroy not ignorant of the premises and contriving and intending maliciously and wickedly to injure his character to bring him into disgrace among his neighbors, and to expose him to the penalties of the law for perjury did on or about the 20th day of October in the year 1839 at the County of Union aforesaid speak utter publish and declare in the hearing of sundry persons the following false and scandalous words of and concerning the plaintiff (to wit) Castle (meaning the said plaintiff) swore a lie He (meaning the said John Castle) swore a damned lie He (meaning the said John Castle) is perjured, I (meaning the said James McElroy) lost the suit because Castle (meaning the said John Castle) swore a lie By means of publishing which said false and scandalous words the said John Castle is greatly injured in his good name and reputation, and has been rendered liable to a prosecution for perjury to the damage of the said John Castle two thousand dollars and therefore he sues &c

By W. C. Lawrence his atty

A true copy. James H. Gill Clerk
Union Com. Pleas

Mon Com Pleas

John Castle
vs / Dec
James McElroy

filed Nov 21. 1835
James H. Gill Clk

Union County ss | Union Com Pleas Oct Ter 1835

John Castle complains of James McIlroy in a plea of the case for that whereas the said John Castle is and always has been a good and faithful citizen of the State of Ohio and has sustained a good and fair character among his neighbors for integrity and has never been guilty or suspected of the atrocious crime of perjury and false swearing but the said James McIlroy not ignorant of the premises and contriving and intending maliciously and wickedly to injure his character to bring him into disgrace among his neighbors and to expose him to the penalties of the law for perjury did on or about the 20th day of October in the year 1835 at the County of Union aforesaid speak utter publish and declare in the hearing of sundry persons the following false and scandalous words of and concerning the plaintiff (to wit) Castle (meaning the said plaintiff) swore a lie, He (meaning the said John Castle) swore a damned lie, He (meaning the said John Castle) is perjured, I (meaning the said James McIlroy) lost the suit because Castle (meaning the said John Castle) swore a lie By means of publishing which said false and scandalous words the said John Castle is greatly injured in his good name and reputation and has been rendered liable to a prosecution for perjury to the damage of the said John Castle two thousand dollars and thereupon he sues &c

By Jr C Lawrence his atty

Civil/Domestic Case File

Case No. 1839-CV-0047

No. 39-CU-47

Union Common Pleas Court.

James January
Plaintiff,

AGAINST

A Hall et al
Defendant.

APR TERM. 1841

JUDGMENT VS DEFENDANT
$103 37

Recorded &
Indexed,

Journal 2 Page 305

Record No. 3 Page 885

Ex. Doc. 1 Page 182

Union Com Pleas

James January

vs

J. Hall et als

Filed Sept 20. 1839

James H. Gill Clk

James Tannary
vs
Augustus Hall
John F Kinney and
Stephen McLain

Union Com pleas for oct term
1835
Assumpsit Damages $200.00

Issue a Summons returnable on the first day of next term Endorse Suit Brot on Note of hand given by defendants to plaintiff for one hundred dollars dated on the 18th day of September AD 1837 and due two years from date. Also for goods sold and delivered &c

By W C Lawrence his atty

Clk Com Pleas
U Co Ohio

Sept 20. 1839

part of the defts live in Knox County the Clk will therefore issue to the Sheriff of that Co also
W C Lawrence

James Jamison
vs
A Hall et als

Summons

Serv	75
Mil	10
3 Cops	45
	$1,30

Filed Oct 28. 1839
James H. Gill Clk

Suit brought on Note of hand given by defendants to plaintiff for one hundred dollars dated on the 18th day of September 1837 and due two years from date also for goods sold and delivered &c

[illegible] Dollars a 15 for plff

Served by delivering a certified copy to each Defendant

J Clark Sheriff

State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Augustus Hall John F Kinney and Stephen McLain

on the First day of our next term to appear ~~[illegible]~~, 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 James Cannan

in a plea of asumpsit Damages two hundred Dollars,
And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 21st day of September A.D. 1839

James H. Gill CLERK.

Union Com Pleas

James Lanman

vs

A. Hall et als

Filed ~~Oct~~ Nov 19. 1839

James H. Gill Clk

$103.50 Judg

Cost Bill made

Recorded

State of Ohio
Union County ss } Union Com Pleas oct Term 1839

James January Complains of Agustus Hall, John F. Kinney and Stephen McLain in a plea of assumpsit for that Whereas the said Defendants on the day of September in the year 1837 at the County of Union Made their promisory note in writing and delivered the same to the said plaintiff and thereby Jointly promised to pay the said plaintiff one hundred dollars in two year from the date thereof which period has now Elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of said to the said James January according to the tenor and effect thereof yet the said Defendants have disregarded their promises and have not paid the said sum of money nor any part thereof to the damage of the said James January 200$. and thereupon he brings suit by W B Lawrence his atty

Two years from date we jointly promise to pay James January one hundred dollars for value Rec.
Marysville Sept 16th 1837. A Hall
J F Kinney
S McLain

18 7

Union Com pleas

James Jannary

c Ex 95

A Hall J J Kinney

& Stephen McLain

Dam 103.37

Costs 8.97

levied Sept 9. 1841 on
1 Buggy Waggon —
Advertised property for
sale Oct 29. 1841 - de
=manded property
but Could not find
it Oct 29. 1841

N N Steele Sheff

Serv 35
mile 5
Bond 50
Ador 1.25

Filed Nov. 3. 1841

Jas H Gill Clk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 14th day of April A. D. 1841 James January recovered against A Hall, J F Kinney and Stephen McLain

as well the sum of One hundred three dollars and thirty seven cents, for his damages, as the sum of $8.97 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 A Hall J F Kinney & Stephen McLain you cause to be made the damages and costs aforesaid, with interest thereon from the 14th day of April A. D. 1841, 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 James 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 9th

day of Sept A. D. 1841

ATTEST: James H Gill Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0048

No. 39-CV-48

Union Common Pleas Court

George Miller
Plaintiff,

against

Frederick Amrine
Defendant.

OCT TERM. 1839

Dismissed

Journal 2 Page 178

Record No Record. Page

Ex. Doc. Page

that may acrue, Abraham Amrine -
Taken Sighned and acknowledge befor me this 15th day
of July 1839.
Ira Wood J.P.

State of Ohio, Union Count. Paris Township ss
I do hearby certify. that the above is a full and true
Coppy from the Docket of Ira Wood, Deceased, late a
Justice of the Peace of said Township, of his Procedings in
the above cause, as entered in his Docket which is in my
Posesion, Duly Certified. Oct 26 1839.

Wm H. Frank, J.P.
of Said Township

George Miller Plff
vs
Frederick Amrine Deft

Transcript

Filed Oct 28. 1839
James H. Gill Clerk

State of Ohio, Union County, Paris Township ss

George Miller Plff	Action of Damage for takeing and conveying away a bay mare
v	
Frederick Amrine Deff	July 5th 1839. Summons issued to Abel Marks Cons. returnable on the the 10 ins at. 1. Oclock, P. M. of that day. which was returned in du time endorsed served by reading, Servis $-10 Milage $-20- 30cts Subpoenas issued by order of Plantif for Thomas Emerson Elisha Cowghil & Wm Smith & served by Plantif also for Abraham Leonard, Grear McIlvain, and
Justis costs Summons - 12½	
Satis 10	
Issuing Subpoenas - 59	
Swearing 10 witness - 40	
Trial -- 25	
Execution - 25	
Bail -- 25	
This Transcript 25	

served by Abel Marks constable by reading, Servis $-20 Milge 35. Subpoenas issued by order of Defendant for John Barker, Amos ~~& order~~ of Plantif for Moses Amrine directed to John Turner, con which was returned endorsed served by reading Servis $-20- Milgge $-30-50 cts Thomas Emerson, Elisha Cowghil, Wm Smith, Abraham Leonard, Grear McIlvain Moses Amrine, was sworn and examined on the part of the Plantif. John Barker, Amos Amrine, ~~Abraham~~ Amrine, & Henry Amrine, was sworn and examined on the part of the Defendant. After hearing the testimony, It is considered by me that the Plantif recover of the Defendant the sum of fifty Dollars and costs of suit,

July 10th 1839 - Execution Fi Fa - issued to John Turner - cons- which was recalled on the Defendants. puting in Bail for Stay of Execution, Levy $-20 Milag-15- 35 cts

In the above action of George Miller against Frederick ~~Amrine~~ I. Abraham Amrine do acknowledge myself bail for the said Frederick ~~Amrine~~ for the stay of Execution in the sum of Sixty Dollars to be levied on my Goods and Chattles Lands and Teniments if Default be made in conditions following, which is that the said Frederick Amrine shall pay the Judgment rendered against him in the action aforsaid togeather with the costs and costs

Union Com. Pleas

Jas W. Evans
vs } No. 24
W. W. Woods

damages	$37.13
Plffs costs	3.49½
Defts costs	12.17½
writ	.41
	53.20
Interest, 4 mo —	26
due March 1840 —	53.46

Filed Decr 1. 1840.
Jas. H. Lee Clerk

Sheriff Fees

Service	.35
Mileage	.05

Enjoined from further service Nov 24th 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 Marysville on the ~~13th~~ 6th day of Oct A. D., 1840 Jas. W. Evans

recovered against W. W. Woods

as well the sum of Thirty seven dollars and thirteen cents, for his damages, as the sum of $3.49½ 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 W. W. Woods

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of October A. D., 1840, until paid. Also, the sum of $12.11½ the costs of ~~in~~ said W. W. Woods 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. W. Evans

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 Sixteenth day of November A. D., 1840

Attest: James H. Gill CLERK.

Civil/Domestic Case File
Case No. 1839-CV-0049

Civil/Domestic Case File

Case No. 1839-CV-0050

No. 39-CU-50

Union Common Pleas Court.

James Smith
Plaintiff,

AGAINST

Levi Churchill,
Defendant.

MAY TERM 1840

JUDGMENT VS DEFENDANT
$117 20

Journal 2 Page 216
Record No. 3 Page 372
Ex. Doc. 1 Page 180

Marion Com pleas

Jas Smith

vs precipe

Levi Churchill jr

& Levi Churchill

Filed Oct 31 —

1839 J H Gill Clk

James Smith   In Assumpsit
v
Levi Churchill Jr   Damages 300.00
&
Levi Churchill

Precipe Summons returnable forthwith Endorse suit brot on a promissory note made by defendants to plaintiff & pay able one day after date for one hundred and twelve dollars and eighty two cents & dated Sept first 1838

Edward H Cumming
atty for Pltff

To the Clk of Court of Common Pleas Lorain Cty Ohio Oct 31st 1839

Union Com Pleas

James Smith
vs
Levi Churchill Jr
&
Levi Churchill

Narr

Filed Nov. 1. 1839
James H. Gill Clk
Cost bill made
Recorded

E H Cummins atty for pltff

State of Ohio
Union County ss

Court Of Common Pleas
October Term 1839

James Smith complains of Levi Churchill Jr and Levi Churchill in a plea of Assumpsit for that Whereas on the first day of September in the year 1838 at the County aforesaid the said defendants made their certain promissory note in writing and delivered the same to the said Plaintiff and thereby then and there promised to pay one day after date to said plaintiff or order One hundred and twelve dollars and Eighty two cents which period has now Elapsed. and the said defendants then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and Effect thereof Yet the said Defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the damage of the said Plaintiff Three Hundred Dollars. and thereupon he brings suit

by Edward P Cummings
his Atty

Octr 31th 1839

Union Common Pleas

James Smith

vs } No 31

Levi Churchill Jr

Levi Churchill

Damages	$117.70
Costs	8.48½
Increase	4.06
Writ	.35
Advertising	1.62½
Service	35
Poundage	2.73
	4.70½

Sold money made Feb 15. 1841
W. W. Steele

Filed Feb. 15. 1841
Jas H Rice Clk

E. part of outlots Nos 11 & 14 in Marysville appraisement $800.00

Rec'd this writ Jany 6. 1841 Advertised outlots Nos 11 & 14 to be sold February 15 1841

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 nineteenth day of May A. D., 1840

James Smith

recovered against Levi Churchill Jr and Levi Churchill

as well the sum of one hundred and seventeen dollars and seventy cents, for his damages, as the sum of $8,45½ 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 Levi Churchill Jr & Levi Churchill which have been levied by you heretofore & which yet remain unsold as you certify

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D., 1840, until paid. Also, the sum of $4.06 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 Smith

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 January A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

James Smith

vs } Fi. Fa.

Levi Churchill Jr

Levi Churchill

Damges.	$170.70
Costs	8.48½
Writ	41
Serv	55
Mil	5
Inquest	1,00
Copy of Aff.	20
Aff fee	1,50
	$3,30
Levy	34
	$3,64

Filed Aug 8. 1840

Jas. H. Gill Clk

Filed June 18th 1840 no goods found
June 24th 1840 levied upon the Left half
of lot No 113 & 14 in the north part of the
town of Marysville and appraised the
same by the oaths of Alvin Wilson Hle
Pollard & Calvin R Brown to $80,00
property not sold for want of time
T Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840 James Smith recovered against Levi Churchill Jr and Levi Churchill as well the sum of one hundred & seventeen dollars and Seventy cents, for his damages, as the sum of $ 8.48½ 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 Churchill Jr and Levi Churchill you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D. 1840, 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 Jas Smith Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 16th day of June A. D. 1840

ATTEST: Jas. H. Gill Clerk.

Union Com pleas

James Smith

vs

Levi Churchill
Levi Churchill for

Serv	25
2 Copy	30
Met	35
	90

Filed Nov. 1. 1839

James H Gill Clk

Suit brought on a promissory note made by defendants to plaintiffs and payable one day after date for one hundred dollars and twelve dollars and eighty two cents & dated Sept first 1838

To the Clerk of the Court of Common Pleas Union County Ohio

Oct 31 1839

Edwards & Cummins
atty for Pltffs

Served by delivering a certified copy to each Deft
R. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Levi Churchill Jr & Levi Churchill Sr

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 James Smith

in a plea of Assumpsit Damages three hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 31st day of Oct A.D. 18 39

J H Gill — CLERK.

James Smith
vs
Levi Churchill Jr
& Levi Churchill
Praecipe
of V.H. Carter
Filed May 20. 1840
J.H. Gill Clk

James Smith

vs

Levi Churchill Sr

& Levi Churchill

Issue Fi fa ct

Lev fa Return at Existing Term —

Edward H Cumming

Atty Pl

Clk Ct Com Pleas

Union City Ohio

May 20th 1840

L Churchill
Union Cty
Due Octr 1 —
1839

Filed May 20
1840 JH Gill Clk

1839

112, 82
4 78
2 1/3
120 4 73

9th month 1st 1838 One day after date we promise
to pay James Smith or order One Hundred
Twelve dollars Eighty two cents
for value received

Attest
Charles Mills

Levi Churchill Jr.
Levi Churchill

Civil/Domestic Case File

Case No. 1839-CV-0051

No. 39-CV-51

Union Common Pleas Court.

John Britton
Plaintiff,

AGAINST

Joshua Judy.
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT
$163 02

Journal 2 Page 201

Record No. 3 Page 382

Ex. Doc. Page

Union Com. Pleas

John Britton
(vs)
Joshua Judy

Declaration —
Filed Oct. 31st 1839
James H Gillett

I waive process & enter my appearance to this suit & accept this declaration, & the cause is continued —
Oct. 31. 1839
Joshua Judy

Cost bill made

Recorded

Union Com. pleas Oct. T. 39

John Britton complains of Joshua Judy in a plea of the case &c. For that whereas the said Joshua Judy deft. heretofore (to wit) on the 23^d day of August in the year 1838 at the county of Union aforesaid by his promisory note of that date duly executed and delivered, promised the said John Britton Plff. to pay him the sum of one hundred and fifty six dollars for value recd. on the 23^d day of August A.D. 1839 which period is now elapsed. Yet the deft. tho often requested has not paid said sum or any part of it, to Plffs. damage two hundred dollars. Therefore Plff. sues &c. Hamilton & Young

attys.

Union Com pleas

John Britton

vs } Note

Joshua Judy

Filed May 19. 1840

J H Gill Clk

Joshua Judy
Note

J. Judy's
Note
$156.00

on the Twenty third day of August in the
A. D. 1839 I promise to pay John Brittin
or order one hundred and fifty six dollars
for value Received with interest from date
this August the 23rd 1838 Joshua Judge

John Britton
vs
Joshua Judy

Pre.

Filed July 25. 1840
James H. Gill Clerk

John Britton } Union Common Pleas

vs

Joshua Judy } Judgt.

The Clerk of said Court will please issue execution in this case immediately.

Hamilton Young,

July 22, 1840.

Atty. for Plff.

Civil/Domestic Case File
Case No. 1839-CV-0052

No. 39-CV-52

Union Common Pleas Court.

Joseph Frantz et al
Plaintiff,

AGAINST

George Washington
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$1492.00

Journal 2 Page 145

Record No. 3 Page 308

Ex. Doc. 1 Page 161

The within when paid or collected is to be in full of sealed bill of Samuel and Joseph Frantz to George Washington due Apl 1. 1839. with int from June 1st 1837.

A. S. Case
Agent of Geo Washington

Geo. Washington

v

Daniel Smith &
Joseph Frantz

Debt $1454.91
Dam $ 37.58
1492.49

Filed Oct 31. 1839
James H. Gue Clk

To S. Bush Esquire, and to any Attorney of Record in the State of Ohio, or elsewhere.

We hereby authorize you in our 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 our stead to enter an amicable action in debt, at the suit of George Washington

and therein to receive a declaration upon a certain sealed bill, or writing obligatory, bearing date on the 25th day of May A. D. 1839, by us sealed and delivered to the said George Washington

for the sum of Fourteen Hundred & fifty four dollars, and Ninety one cents, and to suffer judgment to be rendered against us by default, *cognovit, nil dicit, non sum informatus,* or otherwise, for the sum of Fourteen Hundred and fifty four dollars, and Ninety one cents, debt, and for such damages as from said bond may appear due at the time of the rendition of said judgment, together with all costs, and to release all errors of such judgment, and waive all benefit of appeal.

Daniel Smith L.S.

Joseph Swanty L.S.

For value received We jointly and severally *promise to pay* George Washington or order *the sum of* Fourteen Hundred & fifty four *dollars, and* Ninety one *cents, one day after date, as witness our hands and seals this* 25th *day of* May A. D. 1839

Daniel Smith L.S.

Joseph Swanty L.S.

Union Com. Pleas
Daniel Smith &
Joseph Frantz
ads. } Decl.
George Washington

Debt $	1454.91
Dam.	37.58
	1492.49

Filed oct 31. 1839
James H. Gill Clerk

State of Ohio, ~~Franklin~~ Union County, Court of Common Pleas of the Term of October — One Thousand Eight Hundred and thirty nine

Union — *County, ss.*

George Washington Plaintiff by Brush & Gilbert his Attorneys complains of Daniel Smith & Joseph Frantz

Defendants of a plea, that they render to the said Plaintiff the sum of Fourteen hundred & fifty four — dollars and ninety one cents, of lawful money of the United States, which they owe, and unjustly detain from him. For that, whereas, the said Defendants heretofore, to-wit: on the 25th day of May — One Thousand Eight Hundred and thirty nine — at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this court, by their certain writing obligatory, sealed with their seals and now here shewn to the court, the date whereof is the day and year aforesaid. For value received jointly & severally, promised to pay the said Plaintiff or order, the sum of Fourteen hundred & fifty four dollars, & ninety one cents, one day after date

yet the said Defendants (although often requested so to do,) have not nor has either of them — paid the said sum of Fourteen hundred & fifty four dollars and ninety one cents, above demanded, or any part thereof, to the said Plaintiff, but have hitherto wholly neglected and refused, and still neglect and refuse so to do, to the damage of the said Plaintiff of Two hundred — dollars and ~~bring suit, &c.~~ therefore he brings suit &c.

Brush & Gilbert *Attorneys for Plaintiff.*

Union Com. Pleas

Daniel Smith &

Joseph Frantz

ads. } Plea

George Washington

Filed Oct 31. 1839

James H Gill Clk

Daniel Smith &
Joseph Frantz
ads.
George Washington

Union Com. Pleas
October Term A.D. 1839

And the said Defendants come and say that they cannot gainsay the action of the said Plaintiff but confess that they do owe, and are indebted unto the said Plaintiff in the sum of Fourteen hundred & fifty four — Dollars, and ninety one — Cents, and that the Plaintiff has sustained damage by reason of the detention thereof at thirty seven — Dollars, and fifty eight — Cents, and by virtue of a power of Attorney for that purpose, executed by Defendants judgment is confessed for the said sum of Fourteen hundred & fifty four — Dollars, and ninety one Cents, debt, and the said sum of thirty seven — Dollars, and fifty eight — Cents damages, and all error is released, and all right and benefit of appeal waived.

J. B. Cole *Attorney for Defendant.*

B. G. Docket $5.00
Shff Union .16
Clks 2.65

$7.81

16
2.65
41

3.22

16
2.65

2.81

Union Com Pleas

George Washington
No. 4

vs

Joseph Frantz &
Dan'l Smith

Debt $1454.91
Dam $37.58
Costs 7.81

$1500.30
Increase costs 41

$1500.71

Filed May 18th 1840
Ja. H. Gill. Clk

This execution is settled & paid up in full —
May 4th 1840.
George Washington
by A. S. Case

The State of Ohio, Union County, ss: Franklin

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 George Washington recovered against Joseph Frantz & Daniel Smith, the sum of fourteen hundred & fifty four dollars, ninety one cents, for his debt, and the sum of thirty seven dollars ~~dollars~~ thirty eight cents, for his damages, & the sum of $ 7.81 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 Joseph Frantz & Daniel Smith 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 $,,41 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 George Washington 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 October A. D. 1839

Attest Jas H. Gill — Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0053

No. 39-CV-53

Union Common Pleas Court.

The Urbana Champion Mutual Ins Co
Plaintiff,

AGAINST

A F Vance Et al,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$685-46

Journal 2 Page 145

Record No. 3 Page 306

Ex. Doc. 1 Page 157

Union Com. pleas

Arb. & Cham. Mut.
Ins. Co } Debt 650
v } Dam 50
A. F. Vance et al

Decl. & Cog.

Filed oct 31. 1839
James H. Gill Clk

Union Com. Pleas

Union County do Oct T. 1839

The Urbana & Champaign mutual Insurance Company complain of Alexander F. Vance Horace Muzzy and John Lenhfield defts in a plea of debt: for that the said defts on the sixth day of February A D 1839 at Urbana: towit at the County of Union aforesaid made their certain joint & several promissory note under seal (now here to the Court shown) & delivered the same to pltfs & then & there promised to pay to pltfs the sum of six hundred and fifty dollars Eight months after the date thereof: which period has elapsed: & the said defts in consideration of the premises promised to pay the said sum of money according to the tenor & effect of the said note: yet they have not paid the same nor any part thereof: to the damage of pltfs fifty dollars & therefore the sue &c

R. R. McNeman
atty

State of Ohio } ss
Union County }

And now Moses B. Corson Esq. one of the attorneys of this court appears in open Court on behalf of the said Alexander F. Vance Horace Muzzy & John Lenhfield defts, and by virtue of a Warrant of attorney for this purpose waives the issuing and service of process and acknowledges that said defts do owe to the Urbana

and Champaign Mutual Insurance Company the said sum of six hundred and fifty dollars in the said declaration mentioned & confesses that plfs have sustained damages by reason of the detention of said debt to the sum of thirty five dollars & forty six cents ——
and the ~~costs of this suit to be taxed and~~
confesses a judgment in favor of said plfs against said defendants for the said sum of six hundred & fifty dollars debt and the further sum of thirty five dollars & forty six cents — damages & the costs of this suit to be taxed — and by virtue of the same warrant of attorney all error in these proceedings is hereby released and all right & benefit of appeal waived on behalf of said defendants.

Moses & Barwin
Atty for Defts

536

A F Vance
vs
Dec 6 Oct 1839

Filed Oct 31. 1839
J H Gill Clk

$650.

URBANA. 6 Feby 1839.

Eight months after date we jointly and severally promise to pay to the URBANA AND CHAMPAIGN MUTUAL INSURANCE COMPANY. or order, at the office of said company in Urbana the sum of Six Hundred & Fifty Dollars, for value received; And we do hereby severally authorize John H. James or any other attorney 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, waive process or acknowledge service thereof, accept a declaration thereon, and confess judgment against us, in favor of the URBANA AND CHAMPAIGN MUTUAL INSURANCE COMPANY, or any assignee thereof, for the amount then due on said note, with all fees and charges usually made by attorneys for collection, and with costs of suit, and thereupon release all errors and waive the right of appeal in our behalf.

WITNESS our hands and seals.

A. F. Vance (L.S.)

Horace Mugg (L.S.)

John Chilfield (L.S.)

Union Common Pleas

The Urbana & Champ. Mut. Ins. Co.

us } No. 32

A. F. Vance et al.

Debt	$650.00	
Damages	35.46	
Costs	7.80	
Increase	1.50	
writ	.41	
Postage pd. by McNemar	.06	1.91
		2.62½
		4.53½
Cr Jany 4. 1840 per Glenns Rept		$650.00
Cr same date per McNemar		7.85

March 13. No Sale for want of Bidders

Shffs fees

Levey	.35
8 miles	.40
Bond	.50
advt in Addition to printing	25
Writing Advt	.37½
printers fees	.75
	$2.62½

John Owen Shff
/s P. R. Colwell Dpt

Filed April 27. 1841
James W. Lee Clk

Jany 19th 1841 Levied on one four Horse Waggon and one Stack of hay

Rd. this writ Jan. 9/41
Jn. Owen Shff

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 31st day of October A. D., 1839

The Urbana & Champaign Mutual Insurance Company

recovered against N. F. Vance Horace Muzzy & John Crihfield

as well the sum of Six hundred & fifty dollars Debt and thirty five dollars and forty six cents, for Nine damages, as the sum of $7.30 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 Defendant

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 $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 The Urbana & Champaign Mutual Insurance Company

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this 2nd day of January A. D., 1841

Attest: James H. Gill CLERK.

Sheriffs fees
writ .35
mileage 15
Bond 50
$1.00

Filed May 19th 1840
J. W. Gill Clk

Union Com. Pleas

No 1

The Urbana & Champaign Mutual Insurance Co
v. } Fi. fa. et le. fa.
Vance, Muzzy & Critchfield

Debt	$650.00
Dam & attys fee	35.46
costs taxed	7.30
Int from Oct. 31/39	
This writ	35

Made Jany. 9th 1840 by Plaintiffs Rect bearing date Jany. 4th 1840 – six hundred & fifty dollars also made by Attorneys Rect – date as above seven dollars Eighty five Cts Rects herewith returned –
H. Vanmeter Sheriff

R. R. McNemar atty

To Spring T. 1840 No. 1

Recd this writ Nov. 4th 1839 – And on the 9th day of January 1840 Levied on one sorrel mare (Indian) one bay mare, one stack of barley supposed to be sixty bushels more or less – one stack of wheat supposed one hundred bushels more or less subject to an Execution in favour of William Black vs Alexr F Vance & others

610
21
685

The State of Ohio, Union County, ss:

To the Sheriff of ~~said~~ Champaign *County, Gree[ting]*

Whereas, at a Court of Common Pleas of said county, begun and held at the Court H[ouse in the] Town of Marysville on the 31st day of October A. D. 1839 The Urbana a[nd] Mutual Insurance Co. recovered against Alexander F. Vance Hora[ce] Muzzy, & John Crichfield as well the sum of Six hundred and eighty five dollars and forty six cents cents, for their debt and damages, as the sum of $ Seven & 30 cents, 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 Alexander F. Vance Horace Muzzy & John Crichfield you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 31st day of October A. D. 1839, until paid. Also the sum of $ 35 cents 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

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 October A. D. 1839

Clerk.

Attest:

Filed May 19th 1870
Jas H. Gill Clk

Auburn & Owasco Mut
Ins Co
vs
A F Vance & other

Union Com Pleas

Judgmt 31 Oct 39

Recd on the above Judgmt Six
Hundred fifty Dollars 4 Jany 1840

E G Cure Clerk

Recd of A. F. Vance seven dollars
& Eighty five cents on the costs of
Court in said case R. R. McNemar atty

Civil/Domestic Case File

Case No. 1839-CV-0054

No. 39-CV-54

Union Common Pleas Court.

Urbana & Champaign Mutual Ins Co
Plaintiff,

AGAINST

Adam Rader et al,
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$315 36

Journal 2 Page 146

Record No. 3 Page 307

Ex. Doc. 1 Page 160

Union com pleas

Arb. & Ch. Mut Ins. Co

vs

Adam Rader et al

Debt $300

Dam 15.36

Decl. & Cop.

Filed Oct 31. 1839

James H. Gis Clk

OCT TERM, 1839

Union Com pleas

Oct. T. 1839

Union County ss –

The Urbana & Champaign Mutual Insurance company complain of Adam Rader, James B. Leppincott & Joshua Buffington in an action of Debt: for that the said defts on the 24th day of October A D 1839: at Urbana: town at the County afs? made their certain joint & several promissory note under seal (now to the court here shown) & then & there delivered the same, for a valuable consideration, to plfs & thereby promised to pay plfs or order the sum of three hundred dollars twelve months after the date thereof which period has elapsed, & the said sum of money is not paid nor any part thereof to the damage of plfs fifty dollars & therefor they sue &c

R. R. McNemar
atty for plfs –

State of Ohio
Union County } And now Moses B. Corwin Esq. one of the attorneys of this court appears in open Court on behalf of the said Adam Rader, James B. Leppincott & Joshua Buffington and by vertue of a warrant of attorney for that purpose waves the issuing and service of process and acknowledges that the said defts do owe to the Urbana & Champaign Mutual

Insurance Company the said sum of three hundred dollars as they have alledged in the said declaration & confesses that pltfs have sustained damages by reason of the detention of said debt to the sum of fifteen dollars & thirty six cents: and confesses a Judgment in favor of said pltfs against said defents for said sum of three hundred dollars, debt, & also for the further sum of fifteen dollars & thirty six cents, damages, & also for the costs of this suit to be taxed: and by virtue of the same warrant of atty. all error in this proceeding is hereby released and all right & benefit of appeal waived on behalf of said Adam Rader, James B. Lippincott & Joshua Buffington.

Moses Bloomin
Atty for Dft

432

Adam Rader

300

Due 24 Oct - 1839

Filed Oct 31. 1839

J H Gill Clerk

$300

URBANA, 24 October 1838.

Twelve ——months after date we jointly and severally promise to pay to the URBANA AND CHAMPAIGN MUTUAL INSURANCE COMPANY, or order, at the office of Said Company In Urbana the sum of Three Hundred ———— Dollars, for value received; And we do hereby severally authorize John H. James or any other attorney 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, waive process or acknowledge service thereof, accept a declaration thereon, and confess judgment against us, in favor of the URBANA AND CHAMPAIGN MUTUAL INSURANCE COMPANY, or any assignee thereof, for the amount then due on said note, with all fees and charges usually made by attorneys for collection, and with costs of suit, and thereupon release all errors and waive the right of appeal in our behalf.

WITNESS our hands and seals.

Adam Rader [L.S.]

Samuel B. Lippincott [L.S.]

Joshua Buffington [L.S.]

[L.S.]

Union Com. Pleas

The Urbana & Champaign Mut. Ins. Co.

vs } No 33

Adam Rader et al

Debt	$300.00
Damages	15.36
Increase	35
writ	35

Postage pd by McNemar .06

Filed April 27. 1841

James H Lee Clk

Rec'd this writ Jan. 9, 1841
Jno Owen Shff

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 31st day of October A. D., 1839

The Urbana & Champaign Mutual Insurance Company

recovered against Adam Rader James B. Lippincott & Joshua Buffington

as well the sum of Three hundred dollars debt & Fifteen dollars and Thirty Six cents, for their damages, as the sum of $7.36 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 Adam Rader James B. Lippincott & Joshua Buffington

you cause to be made the $6.65 damages and costs aforesaid, with interest thereon from the 31st day of October A. D., 1839, 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 The Urbana & Champaign Mutual Insurance Company

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 2nd day of January A. D., 1841

Attest: James H. Gill CLERK.

Urbana & Champaign Mutual Ins. Company

Adam Rader, ~~Isaac D.~~ Lippencutt & Joshua Buffington —

Union Com. Pleas
Judg^c Oct. 31. 1839
By Confession for
Debt — $300 "
& Dam. 15.36
& Costs of Suit

Rec^d. of Defendts by hand of Reuben Rader three hundred & six dollars: this Decr. 6. 1839 — This Rec^t is a duplicate of one given at said date & lost or mislaid by Rader — Jany 25. 1841.

R. R. McNemar
Atty

Rec^d of Defts Adam Rader & others by the hand of Reuben Rader twenty nine dollars & fifty cents in full of the attys. fee & costs in said case. This was paid before the Spring term of the Court of Union County O. 1840 —

Jany 25. 1841 H. Vanmeter
former Shff

John Owen Shff
your will please return the execution in this case stayed this is my order for that same
Jany. 25. 1841 R. R. McNemar
Atty

State of Ohio, Champaign County ss -

To the Keeper of the Jail of said County

Greeting :-

Whereas Thomas Webb late of said County has been arrested on the oath of Samuel Rofs for uttering, in said County, as true and genuine, a counterfeit Bank Bill of the denomination of twenty dollars purporting to be on the Bank of Illinois, payable at Shawnee Town knowing the same to be counterfeit = and has been

Civil/Domestic Case File

Case No. 1839-CV-0055

No. 39-CV-55

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

David Mitchell
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT

$10643.33

Journal 1 Page 161.

Record No. 3 Page 301

Ex. Doc. 1 Page 193

Cop.

W. Bank

v

David Mchin

Filed Nov. 1. 1839
James H Gill Clk

THE STATE OF OHIO, }
Union — County, } ss. October **Term,** 1859

And now the Subscriber — one of the Attorneys of this court appears in open court in behalf of the said David Mitchell James Gray James Ewing & Moses Fullington — 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 — 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 Ten thousand and Six hundred & twenty three — dollars and thirty three — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

J. W. Andrews

Attorney for Defendants

Warren Com. Pleas

Tr. Bank

v

David Mitchell
James Emery
James Emery
&
Moses Fullenger

Att. ~~$106~~
106.33

Filed Nov. 1. 1839
James H. Gill Clk
cost bill made

The State of Ohio, } In the Common Pleas,

Warren County, ss. } Of the Term of Octo 1839

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of David McIlvain James Guy James Ewing & Moses Fullerton — defendants in this suit, of a plea of assumpsit, &c. For that whereas the defendant on the 31st day of October A. D., 1839 were indebted to the plaintiff in the sum of Twenty thousand dollars for money lent by the plaintiff to the defendants at their request. And the defendants afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiff or any part thereof; to the damage of the plaintiff Twenty thousand dollars: and therefore they bring suit.

By C. S. Swan then Attorney.

Negroes, May 28. 1840, Levied on the following described lands to wit, begining at a stake planted in the old road N. E. Corner to lands formerly owned by Sheriff McElvain running thence north 152 poles 8 links to a stone in the Refugee line thence West with the line between the refugee and U. S. M. tracts 239 poles to a stone planted in said line at the end of Bitlers land thence South 152 poles 8 links to a post in said McElvains line, thence East with said McElvains line 239 poles Crossing what Stone to the place of begining Containing two hundred & twenty seven acres and eighty seven poles being the east end of half section No 6 in Township No. 5. Range 22. of the refugee tract (so called) also one other tract bounded as follows to wit begining at the south west Corner of the third quarter of the first Township in the eighteenth Range of the U. S. Military district (so called) running from thence north 76 poles to a post in the western boundary of said section Corner to lands of William Lonigan thence east with his line 280 poles to a post his S. E. Corner in Flinkens line thence with said Flinkens line S. 76 poles to a post & stone in the road N. W. Corner to Bitlers tract thence West with the quarter township line 280 poles to the begining Containing ninety eight acres & one hundred & twenty eight poles being the same tracts or parcels of land Conveyed to said David Mitchell junior by Joseph Hunter & William Hunter by deed bearing date the 9th day of May A.D. 1835, had the same duly appraised agreeably to law as per copy herewith returned & not offered by order of

plffs atty

J. Graham Shff

Fees $ 3.00

Union Com pleas

Franklin Bank

vs Execution

David Mitchell et al

Debt $10623.33
Cost 8.81
Increase .41
$10632.55

Filed Aug. 26 1840

Jas. H. Grant Clk

The State of Ohio, Union County, ss.

To the Sheriff of ~~said~~ 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 1st day of November A. D. 1839 ~~The Franklin~~ President directors & Co of the Franklin Bank of Columbus recovered against David Mitchell James Guy James Ewing & Moses Fullington as well the sum of ten thousand six hundred and twenty dollars and thirty three — cents, for their damages, as the sum of $ 8.81. 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 David Mitchell ~~Johnson~~ James Guy James Ewing & Moses Fullington you cause to be made the damages and costs aforesaid, with interest thereon from the 1st day of November A. D. 1839, until paid. Also the sum of $ 31 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 President Directors & Company of said Bank Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 19. day of May — A. D. 1840

ATTEST: Jas H Gill — Clerk.

Civil/Domestic Case File

Case No. 1839-CV-0056

No. 39-CV-56

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Isaac Bidwell
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$134 38

Journal 1 Page 162

Record No. 1 Page 302

Ex. Doc. 1 Page 162

Cog.

W. Bank
^
2 Bedwin
die

Filed Nov. 1. 1839
James H. Gill Clerk

THE STATE OF OHIO,
Union County, } ss. October Term, 1839

And now the Subscriber one of the Attorneys of this court appears in open court in behalf of the said Isaac Bidwell James Gray & Joshua Foster 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 plaintiffs have sustained damages by reason of the non-performance of the promise and assumption aforesaid to One thousand thirty four dollars and thirty eight cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendant.

J. W. Andrews

Attorney for Defendants

Alm Com Pleas

St. Bank

v

Isaac Bidwell

&

Nar.

Filed nov. 1. 1839

James H. Gill Clerk

cost all made

The State of Ohio, } In the Common Pleas,

Union County, ss. } Of the Term of October 1839

The President Directors Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Isaac Brannon James Gray & Joshua Foster ——— defendants in this suit, of a plea of assumpsit, &c. For that whereas the defendants on the 31st day of October A. D., 1839 were indebted to the plaintiffs in the sum of Three hundred ——— ——— dollars for money lent by the plaintiffs to the defendants at their request. And the defendants afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiffs or any part thereof; to the damage of the plaintiffs Three hundred ——— dollars: and therefore they bring suit.

By C. S. Matthews Attorney.

Union Common Pleas

Franklin Bank

vs } No. 15

Isaac Bidwell et al

Damages	$134.38
Costs	7.30
writ	.41

Filed May 21st 40

J. H. Gill Clk

Rcd this writ
27 Sept 1839
W Warner Shff

May 16th 1840 Money made in full – $151.50

W Warner Shff M.C.

Sheriff Fees

Mileage	$1.00
Service	.35
Return	.35
Poundage	3.00
Postage	.25
	$4.95

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 31st day of October A. D. 1839 The President Directors & Co of the Franklin Bank of Columbus recovered against Isaac Bidwell James Guy and Joshua Foster as well the sum of one hundred and thirty four dollars and thirty eight 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 Isaac Bidwell James Guy and Joshua Foster 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.

Civil/Domestic Case File

Case No. 1839-CV-0057

No. 39-CV-57

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Wm Hausman et al
Defendant.

OCT TERM. 1839

JUDGMENT VS DEFENDANT
$2992 90

Journal 2 Page 163

Record No. 3 Page 303

Ex. Doc. 1 Page 138

Cop

N. Bank
v
Wm. Houmnser
Filed Nov. 1. 1839
James H. Gill Clk

THE STATE OF OHIO, } ss. October **Term,** 1839
[illegible] County, }

And now the [illegible] — one of the Attorneys of this court appears in open court in behalf of the said William Bowman Isaac F. Bowman Thomas [illegible] Isaac B. Fisher John B. Bowman & John Bricker 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 ha above thereof declared against them and confesses that the said plaintiffs ha sustained damages by reason of the non-performance of the promise and assumption aforesaid to Two thousand nine hundred & seventy two — dollars and ninety-five cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants. J. W. Andrews

Attorney for Defendants. —

Wm Co. Pleas

Fr. Bank

vs

Wm Housman

Isaac F. Housman

Thomas Reeves

Isaac B. Fisher

John B. Housman

John Britton

Note —

Filed Nov. 1. 1839

James H. Gill Clk

cost bill made

The State of Ohio, } In the Common Pleas,

Union County, ss. } Of the Term of Octor 1839

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of William Houseman Isaac F. Houseman Thomas Reeves Isaac B. Fisher John B. Houseman & John Bretton defendants in this suit, of a plea of assumpsit, &c. For that whereas the defendants on the 31st day of Octor A. D., 1839 were indebted to the plaintiffs in the sum of Four thousand dollars for money lent by the plaintiffs to the defendants at their request. And the defendants afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendants have not paid said sum of money to the plaintiff or any part thereof; to the damage of the plaintiffs Four thousand dollars: and therefore they bring suit.

By C. Swan Jr Attorney.

Civil/Domestic Case File

Case No. 1839-CV-0058

No. 39-CV-58

Union Common Pleas Court.

James A McLain

Plaintiff,

AGAINST

Saml H Wooldridge

Defendant.

OCT TERM. 183 9

JUDGMENT VS DEFENDANT

Journal 2 *Page* 164

Record No. 3 *Page* 309

Ex. Doc. 1 *Page* 189

Ann Com plus

James H. McLain
vs
Samuel H Dowd
& Wm W. Woods

Narr

Filed Nov. 1. 1839
James H. Gill Clk

State of Ohio Union County Court of Common pleas Oct Term A.D. 1839

Union County ss

James A McLain Complains of Samuel H. Dodd and Wm W. Woods in a plea of debt for that whereas the said Samuel H Dodd & Wm W. Woods on the 31st day of Oct A.D. 1839 at Marysville made their certain writing obligatory of that date sealed with his seal (and now here to the Court shown) and then and there delivered the same to the said James A McLain did thereby bound themselves to pay to the said James A McLain or order the sum of one hundred and forty five Dollars and 22 cts one day after date thereof which period has now elapsed yet the said Samuel H. Dodd & Wm W. Woods have not paid the said sum of money nor any part thereof to the damage of the said James A McLain $150.00 & therefore he brings suit &c

Wm C. Lawrence
his atty

Samuel H Dodd
and Wm W Woods
ads
James A McLain

Union Com Pleas Nov 1 1832

And the said Defendants come and defend when and he and say that they can not deny but confess the truth of the allegations contained in Plaintiffs declaration above ~~mentioned~~ and hereby confesses Judgment in favor of the said plaintiff in the sum of one hundred and forty five dollars ~~debt~~ and twenty two cents debts and one cent damages and costs and also hereby waives the use and service of process and release all errors in this case and the right or benefit of appeal in our behalf.

By John Lawrence their
atty

$145.22 One day after date, for value received, I promise to pay to James H. McLain or order, the sum of one hundred and forty five dollars and twenty two cents. And I do also by these presents authorize and empower any attorney-at-law of the State of Ohio, in my name and behalf, to appear in any court of record, or before any Justice of the Peace of the said State, and to waive process and service thereof, and to confess judgment in favor of the holder of this obligation, for the above amount, with interest and costs, and I do hereby release all errors that may accrue in the rendition of said judgment, and waive all right and benefit of appeal in my behalf. In witness, I have hereunto set my hand and seal this 31 day of Oct 1834 A.D. 1834

Samuel N. Dodd [SEAL.]

W. M. Wood Security

Union Com. Pleas

James A. McLain

vs } No. 14

Saml. H. Dodd &
W. W. Woods

debt	$ 145.22
costs	7.46
writ	.41
Sem —	55
Mil	25
	,80

Filed Oct 6. 1840
Jas. H. Gill clk

Rec'd July 30th 1840 Stay'd by injunction
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 31st day of October A. D. 1839 James A. McLain ~~James H. Gill~~ recovered against Samuel H. Dodd and W. W. Woods the sum of one hundred and forty five ~~[illegible]~~ dollars and twenty two cents, for Debt ~~[illegible]~~, as the sum of $7.46 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 ~~[illegible]~~ Samuel H. Dodd and W. W. Woods you cause to be made the Debt ~~[illegible]~~ 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 Ja's A. McLain 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 30th
day of July A. D. 1840

ATTEST: James H. Gill Clerk.

5.00
.64
1.25
6.89

1.14
.22
.25
1.27

2.41
6.89
.56
7.45

9.86

James A McLain
vs
Samuel H Dodd and
Wm W Woods

Wmin Com. Pleas
On Judgment
Oct Term 1839

issue execution in this case
that the Judgment and Costs may be made
Ch Com Pleas 11 Co

W C Lawrence atty for
Pltff

Civil/Domestic Case File
Case No. 1839-CV-0059

No. 39-CV-59

Union Common Pleas Court.

Mathew J Gilbert
Plaintiff,

AGAINST

Amariah S Tharp et al
Defendant.

MAY TERM. 1840

JUDGMENT VS DEFENDANT

$277 34

Journal 2 Page 195

Record No. 3 Page 383

Ex. Doc. Page

Rec'd July 12th 1837 no goods or Chattles found

July 12th Levied upon in Lot No 18 in the Town of Maysville ordered to return without further process by Brough Alliasy for Plff

R Clark Sheriff

Union Com plea

Matthew I Gilbert

vs } Execution

Wm Tharp
A S Tharp &
Peyton B Smith

Judg	$ 273.25
Costs	9 53⅓
This writ	-41
	$283..19⅓
Serv	75
Mit	5
Levy	35
	$1,15

Filed Oct 28. 1839
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 the Town of Marysville on the 25th day of April A. D. 1839 Matthew J Gilbert recovered against Wm Tharp Amariah S. Tharp & Peyton B Smith as well the sum of Two hundred and seventy three dollars and twenty five cents, for his damages, as the sum of $ 9.53 3/3 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 ~~Wm Tharp~~ Defendants 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 Matthew 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 12th
day of July A. D. 1839
ATTEST: James H. Gill Clerk.

Union Com: Pleas

Wm J Gilbert for &c

v

Wm Thorp Et al

Filed Oct 31st 1839

James H. Gill Clerk

Matthew J Gilbert for the use of
Ellmaker Dunn & Co

vs.

William Tharp Amariah S. Tharp John Tharp
and Peyton B. Smith

Union Com Pleas
Action plea

Issue a summons returnable for thirty Damages five hundred dollars.

Endorse suit brought on a note of hand dated Oct 30th 1837 payable in two years, with interest

also for goods sold and delivered, work and labor, money paid, lent, and advanced, and on account stated.

To the Clerk of the Court of Common Pleas,

of Union **County, Ohio,** October 31st **18**39

M J Gilbert *Attorney for Plaintiff* .

Matthew L. Gilbert for use

vs } **Summons**

William Sharp et al

Serv	45
Copy	30
Mil	15
	$1,30

Filed Nov. 1. 1839
James H. Gill Clk

Suit brought on a note of hand dated Oct 25. 1837 payable in two years with Interest also for goods sold and delivered work & labor, money paid, laid out and advanced and on account stated

M. L. Gilbert Atty
for Plaintiff

Served by delivering a certified copy to W. S. Smith & A. J. Sharp
Wm Sharp & John Sharp not found
R Clark Sheriff
Oct 31st 1839

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William Sharp Amariah S. Sharp John Sharp and P. B. Smith

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 the use of Ellmaker Dunn & Co.

in a plea of assumpsit Damages five hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 3rd day of Oct A.D. 1839

James H. Gill CLERK.

Union Com. Pleas

Matthew J. Gilbert for &c

vs } Decl.

Amariah S. Tharp &

Peyton B. Smith

impleaded with

William Tharp &

John Tharp

Filed Nov 2 1839

Jas H Gill Clk

Cost bill made

Recorded

William Tharp Amariah S Tharp John Tharp & Peyton B Smith

THE STATE OF OHIO, Union County, ss. } **COURT OF COMMON PLEAS,** October **TERM, 1839**

Matthew J Gilbert who sues for the use of Ellmaker Dunn & Co

Plaintiff in this suit complains of Amariah S. Tharp & Peyton B. Smith, sued together with William Tharp and John Tharp, as to whom, the writ was returned, not found defendants in this suit, of a plea Assumpsit, &c.

For that whereas, ~~the said~~ Defendants & the said William & John Tharp ~~defendant~~ on the 20th day of October in the year of our Lord one thousand eight hundred and thirty seven at Columbus to wit at the County of Union aforesaid made their promissory note in writing, and then and there delivered the same to the plaintiff and thereby, then and there promised to pay to the said Plaintiff for the ~~or order at~~ the sum of Two Hundred & fifty dollars and fifty cents, in two years after the date thereof, with interest from date 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 plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the 25th day of October in the year of our Lord one thousand eight hundred and thirty nine in the county aforesaid, were indebted unto the plaintiff in the further sum of Five Hundred dollars, for the price and value of goods then and there sold, and delivered by the plaintiff to the defendants at their request; also in the further sum of Five Hundred dollars, for work and labor, then and there done, and materials for the same provided by the plaintiff for the defendants at their request; also in the further sum of Five Hundred dollars, for so much money then and there by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendants at their request; also in the further sum of Five Hundred dollars, for so much money then and there had and received by the defendants for the use of the plaintiff and also in the further sum of Five Hundred dollars, found to be due from the defendants to the plaintiff 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 plaintiff 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 plaintiff but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the plaintiff Five Hundred dollars, and therefore he brings suit, &c.

By Bush & Gilbert
His Atty

Union Com. Pleas

Matthew L. Gilbert

vs No. 6

Wm Tharp A. D. Tharp & P. B. Smith

~~Damage~~	$273.25	
Cost	9.53½	
Increase	1.56	
Writ	35	
Ser—	75	
Mil—	5	
Advert	1.87½	
Levy	35	
Pound	8	
	3.10½	

Filed May 4th 1846

Jas. H. Gill Clk

~~3.10½~~
.15
4.25½

Recd Nov 9th 1854
Nov 29th Levied in conjunction with an execution
in favour of Henry Dyszmer upon one Cow and a Quantity
of Beans on the 10th Day of Dec following and sold
Cow to A Chevy for $7.00 no more property found
R Clark Sheriff

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands and Tenements of Wm Thaep A. S. Thaep and P. B. Smith

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 Mathew L. Gilbert the sum of Two hundred and eighty two dollars and 78 4/100

with interest thereon from the 25th day of April A. D. 1839 until paid. Also, $ 1.56 increase of costs, which late in our said Court the said Mathew L. Gilbert recovered against the said Wm Thaep A. S. Thaep and P. B. Smith

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 Mathew L. 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* 9th *day of* November A. D. 1839.

Jas H. Gill *Clerk.*

Civil/Domestic Case File

Case No. 1839-CV-0060

No. 39-CV-60

Union Common Pleas Court.

Charles Switzer
Plaintiff,

AGAINST

James Wilkinson
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT
$190 12½

Journal	2 3	Page	194 337
Record No.	3	Page	384
Ex. Doc.	1	Page	179

Minor Complers

O. Switzer

vs precipe

J. M. Wilkinson

Filed Apr 1st

1839 / A Gill Clk

Charles Switzer
vs
James M Wilkinson

Union Com Pleas
In assumpsit Damages $.250.00

Clk will issue a summon returnable forthwith endorse suit Br of To Recover the amount of the principal and Interest of defendants note of hand given to Stephen McLain and payable to him or order for $172.05. dated August 14th 1838 and due one day after date and by said McLain assigned to Plaintiff

By C Switzer in person

Union Com pleas

C Switzer

v Summons

James M Wilkinson

Serv — 35

Copy — 15

Mil — 5

55

Filed Nov. 1. 1839

James H. Gillett

Suit Brought to recover the amount of the principal and interest of defendants note of hand given to Stephen McLane and payable to him or order for $117.05 dated August 14 1838 and due one day after date & by said McLane assigned to plaintiff

By C Switzer in person

Served by delivering a certified copy to Defendant Nov 1st 1839

R Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON James M Wilkinson

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 Charles Switzer

in a plea of assumpsit Damages two hundred & fifty — Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 9th day of Nov A.D. 1839

Jas H Gill — CLERK. Pro.
W Steele

Union Com. Pleas

Charles Swetzer

vs } Decl

James N. Wilkinson

Filed Nov. 13. 1839

James H. Gill Clerk

Damages $190. 12c/p

Qua.

Cost bill made

Recorded

Court of Common Pleas October

The state of Ohio Union ss } Term 1839.

Charles Smutser Complains of James M Wilkinson in a plea of Assumpsit, for that whereas the said James M Wilkinson on the 14th day of August. 1838 at the County of Union made his promissory note in writing and then, and there delivered the same to Stephen McLain and thereby promised to pay the said Stephen McLain or order One hundred seventy two dollars and five cents $172.05 in one day after date thereof, which period has now elapsed. And the said Stephen McLain then and there endorsed the same to the said Charles Smutser whereof the said James M Wilkinson 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 Charles Smutser according to the tenor and effect thereof.

Yet the said James M Wilkinson hath disregarded his promises, and hath not paid said sum of money, nor any part thereof to the damage of the said Charles Smutser $250.00 And therefore he brings suit &c

Charles Smutser for himself

172.05
6
10323.0
516.15
258.07
18.65.2
172.05
$190.12½

1 |||||||||.

Union Com. Pleas

Charles Sweetzer
vs } Fi. Fa.
James M. Wilkinson

Damages	$190.12½
Costs	8.07½
writ	41

Serv	35
Levy	35
Mil	10
Adv	18¾
	$2,67½

Filed Aug 8. 1840
Jas H. Gee Clk

Recd June 18th 1840 Levied upon a quantity of timber designed for a barn frame a part hewn and part sawed the timber part framed and a small quantity of Brick advertised property to sell on the 6th Day of July offered property agreeable to advertisement and struck of the property to John Irvin and the payment being withheld I held upon the property as tho no sale had been had no more property found whereon to levy

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 19 day of May A. D. 1840 Charles Sweitzer recovered against James M. Wilkinson

as well the sum of one hundred and ninety 12½/100 dollars and cents, for his damages, as the sum of $ 8.07½ 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 James M. Wilkinson

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D. 1840, 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 C. Sweitzer 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 16th

day of June A. D. 1840

ATTEST: James H. Gill Clerk.

"The Sheriff is instructed to collect the amt of this Judgt in gold and silver or in specie paying bank paper. No post notes or trash will be received

C. Sweitzer "

Union Com. Pleas

Charles Sweitzer

vs } No 43

Jas. McWilkinson

Damages	$1080.12½
Costs	8.07½
Increase	3.08½
writ	.35

Offered property March 1. 1841
& not sold for want of bidders
W W Steel Sheff

Filed April 10. 1841
Jas H Lee Clk

Fee	Service	.35
	Advertising	1.25
		1.60

Recd Feb 6. 1841

Timber designed for the frame of a house hewn & sawed part framed small quantity of brick

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 19th day of May A. D., 1840 Charles Switzer

recovered against James M. Wilkinson

as well the sum of one hundred and ninety dollars and 12¢ cents, for his damages, as the sum of $8.07¢ 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 Jas. M. Wilkinson which you hold by virtue of former levy and which yet remain unsold

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D., 1840, until paid. Also, the sum of $3.08¢ 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 Charles Switzer

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 Sixth day of February A. D., 184 1

Attest: Jas. H. Gill CLERK.

Union Com Pleas

Swetzer
vs. } Præcipe
Wilkinson

Filed May 19th
1860
Jas H Lee Clk

Charles Emerton
vs
James M Wilkinson

Judgt May 18th 1840 for
$690.12½
Issue a fi fa
returnable to next Term
in this Cause May 18th 1840.

To the Clerk of Union Bank
Pleas—

C. Emerton pro per

The Clerk will endorse on the execution. The Sheriff is
instructed to collect the amount of this Judgt in gold
and silver, or in specie paying Bank Notes—
no Post notes, or trash will be received

C. Emerton

Civil/Domestic Case File

Case No. 1839-CV-0061

No. 39-CW-61

Union Common Pleas Court.

Silas G Strong *Plaintiff,*

AGAINST

Samuel P Brown *Defendant.*

MAY TERM, 1840

JUDGMENT VS DEFENDANT

$113 04

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Record No. 3 *Page* 379

Ex. Doc. 1 *Page* 20

Union Com Pleas

Silas G. Strong
vs
S. P. G. Brown

Filed Nov 1. 1839
James H. Gill Clk

Union Com pleas

Silas G. Strong
vs praecipe
Saml P G. Brown
Assumpsit
Filed ~~Nov~~ 9th 1839
Jas H Gill Clerk

Silas G. Strong } Union Com. Pleas
vs. } Assumpsit
Samuel P. G. Brown } Dam. $200.

The Clerk will issue a summons returnable forthwith and endorse, Suit brought upon ~~and~~ two promissory notes executed by deft to Pltff for $167.50 each, ~~and~~ dated 31st of Oct 1836 one payable on the 31st of Oct 1838 and the other on the 31st of Oct 1839. also for goods sold & delivered, work & labor done, money lent and advanced, paid, laid out and expended, and upon an account stated.

Nov. 1st 1839 Brush & Gilbert
J. H. Gill Esq Clk. Attys for Pltff

Union Com pleas

Silas G. Strong

vs } assumpsit

Saml P. G. Brown

Serv	35
Copy	15
Mil	30
	80

Filed Nov. 1. 1839

James H. Gill Clk

Suit Brought upon two promissory notes executed by Defendant to pltffs for $67-50 each dated 31st of Oct 1836 one payable on the 31st Oct 1838 the other the 31st Oct 1839 also for goods sold & delivered work & labor done money lent & advanced paid laid out & expended and upon an account stated

Nov 1st 1839

J H Gill Esqr Clk

Brust & Gilbert
attys for Pltffs

Serv'd by delivering a certified Copy to Deft Oct 31st 1839 [illegible] Clarke Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Samuel P. G. Brown

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 Silas G Strong to appear

in a plea of assumpsit Damages Two hundred — Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 1st day of Nov A.D. 1839

James H. Gill CLERK.

Union Com. Pleas
Silas G. Strong
vs. Decl.
Samuel P. G. Brown

Filed Nov 2nd 1839
J H Gill Clerk
cost bill made

Recorded

B. & G. attys

The State of Ohio } Court of Com. Pleas
Franklin County ss. } October Term A.D. 1839.

Silas G. Strong Plaintiff in this suit, Complains of Samuel P. G. Brown, defendant in this suit, of a plea of Assumpsit &c. For that whereas the said defendant, on the 31st day of October, one thousand eight hundred and thirty six, at Marysville Union County, Ohio, made his promissory note in writing, and then & there delivered the same to the said Plaintiff, and thereby then and there, For and in part consideration of 107 acres of land in Survey No. 5506, promised to pay the said Plaintiff, sixty seven dollars & fifty cents, with interest from date, on or before the 31st day of October 1838. which period has now elapsed; And the said defendant in consideration of the premises, promised to pay the amount of the said note to the said Plaintiff according to the tenor & effect thereof — And whereas also the said defendant, on the 31st day of October, one thousand eight hundred and thirty six, at Marysville Union County, Ohio, made his certain other promissory note in writing, and then and there delivered the same to the said Plaintiff and thereby, then & there, For and in part consideration of 107 acres of land in Survey No. 5506. promised to pay the said Plaintiff, Sixty seven dollars and fifty cents, with interest from date, on or before the 31st day of October 1839. which period has now elapsed; and the said defendant, in consideration of the premises, promised to pay the amount of the said note to the said Plaintiff according to the tenor & effect thereof —

And whereas, also, the said defendant afterwards, to wit, on the 31st day of October in the year of our Lord one thousand eight hundred and thirty-nine in the county aforesaid, was indebted unto the plaintiff in the further sum of Two hundred — dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; also, in the further sum of Two hundred — dollars, for work and labor, then and there done, and materials for the same provided by the plaintiff for the defendant at his request; also, in the further sum of Two hundred dollars, for so much much money then and there by the plaintiff lent and advanced to, and paid, laid out, and expended for, the defendent at his request; also, in the further sum of Two hundred dollars, for so much money then and there had and received by the defendant for the use of the plaintiff : and also in the further sum of Two hundred — dollars, found to be due from the defendant to the plaintiff on an account then and there stated between them; and so being indebted, the said defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiff to pay the aforesaid sums of money, when thereunto afterwards requested so to do; yet the said defendant although often afterwards requested, has not paid the said several sums of money, or any part thereof, to the plaintiff but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff of Two hundred — dollars, and therefore he brings suit, &c.

Trusler & Gilbert
Attys for Pltff

Union Com. Pleas

Silas G. Strong

113 } No. 11

S. P. G. Brown

Judgt	$113.34
Costs	8.96½
Writ	.41
	122.71

Cr May 17. 1840 $26. & dec fee $5.00
" Oct 6. 140 $62. + 2$ to Clerk

Due Nov 13 1840 — $29.21
Money made in full
H H Steele

30.50

Filed Feb 27. 1841
Jas. H Gillette

30.50
27.97
2.53

Revived upon 1 Roan horse Nov 19. 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 19th day of May A. D., 1840 Silas G. Strong

recovered against Samuel P. G. Brown

as well the sum of one hundred and thirteen ——— dollars and thirty four cents, for his damages, as the sum of $ 6.76½ 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 Samuel P. G. Brown

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D., 1840, 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 Silas G. Strong

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 sixteenth day of Nov. A. D., 1840

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0062

No. 39-CV-62

Union Common Pleas Court.

Silas G Stung Plaintiff,

AGAINST

Adam Shirk Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT

$19933

Journal 2 Page 195

Record No. 3 Page 381

Ex. Doc. Page

Union Com. Pleas

Silas G. Strong

vs } No 16

Adam Shirk

damages	$199.33
Costs	8.76½
writ	.41
	~~208.50~~
Cr July 1. 1840 $27.—	208.50
Oct 1. " 74.—	
~~Amt due Decr 9. 1840~~	~~$114.41~~
Service	35
Mileage	25
Commdage	2.25
	$2.85
Amt due Decr 9. 1840	117.68
Recd Decr 9 1840	97.00
Amt due Decr 9th	$20.68
Recd Febr 27 1841	3.00

Filed Apl 14. 1841
Jas H Lee Clk

Levied upon 4 Cows 5 year lings 2 Horses 80 head Hogs
Decr 3d 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 nineteenth day of May A. D., 1840 Silas G. Strong

recovered against Adam Shirk

as well the sum of one hundred and ninety nine dollars and thirty three cents, for his damages, as the sum of $ 8.76½ 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 Adam Shirk

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D., 1840, 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 Silas G. Strong

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 sixteenth day of Nov. A. D., 1840

Attest: James H. Gill CLERK.

Union Com pleas
Adam Shirk
vs } assumpsit
Silas G. Strong

Fees — 35
Copy 10
Mil — 5
55

Filed Nov. 1. 1839
James H. Gill Clk

Served by delivering a certifyed Copy to Defendant
Nov 1st 1839
R Clark Sheriff

Suit brought on defendants note of hand for one hundred & forty five dollars seventy two Cents with interest and due one day after date given to David Witter Decr 4. 1835 & payable to him or order and by him assigned to Plaintiff also for goods sold and delivered money lent &c by

W C Lawrence his Atty

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Silas G. Strong

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 Adam Shirk

in a plea of Assumpsit Damages Fro hundred & twenty Dollars, And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 1st day of Novr. A.D. 18 39

Jas H. Gill CLERK.

Adam Thirk
vs
Silas G Strong

Precipe for Summons
Filed Nov 1st 1839
J H Gill Clerk

Adam Shirk
vs
Silas G. Strong

Mon Com Pleas Oct term 1839
assumpsit damages 220 $

Issue a summon returnable forthwith
Endorse suit Brot on Deft's note of hand for
one hundred and forty five dollars seventy two cents
with interest and due one day after date given to
David Witter December 4th 1835 and payable to him or order and by him
assigned to Plaintiff. Also for goods sold and
delivered money lent &c By W. C. Lawrence his atty

Adam Shirk
vs } Dec
Silas G. Strong

filed Nov 19 1839
James H. Gee clk
Cost bill made
Recorded

State of Ohio } Union County Court of Com
Union County ss } Pleas Oct Term 1839

Adam Shirk complains of Silas G Strong in a plea of assumpsit for that whereas the said Silas G Strong on the fourth day of December in the year 1835 at the County of Union made his promisory note in writing and then and there delivered the same to one David Witter and thereby promised to pay the said David Witter or order one hundred and forty five dollars and seventy two cents with interest in one day after the date thereof which period has now elapsed and the said David Witter then and there endorsed the same to the said Adam Shirk whereof the said Silas G Strong 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 Adam Shirk according to the tenor and effect thereof yet the said Silas G Strong hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Adam Shirk $. 220. 00 and thereupon he sues &c

W C Lawrence his atty

Unions Com Pleas

Silas G. Strong
No 16
vs
Page 42
Adam Shirk

Damages		$199.33
costs		8.76½
Increase		3.26
writ		.35

Cr	July 1 /40	$27.00
"	Oct 1 "	74.00
	Dec. "	97.00
	Feb. 27/41	3.00
		201

Rec^d May. 15 — $5.85
in full
Wm W Steele Sheriff

Filed May 15. 1841
Jos H. Lee 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 17th day of May A. D., 1840 Silas G. Strong

recovered against Adam Shirk

as well the sum of one hundred and ninty-nine dollars and thirty three cents, for his damages, as the sum of $ 8.76 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 Adam Shirk

you cause to be made the damages and costs aforesaid, with interest thereon from the 17th day of May A. D., 1840, until paid. Also, the sum of $ 3.26 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 Silas G. Strong

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

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

Attest: James H. Gill CLERK.

Marysville Decr 7. 1840

Recd of Adam Shirk Ninety Eight dollars to apply on an Execution against him in favor of Silas G Strong

W. W. Steele Sheriff

Recd also Five dollars Gallipolis Bill if not taken by Defendants to be returned to said Shirk. W W Steele

Marysville March 13 1841

Recd of Adam Shirk ten dollars to apply on Execution against him in favor of S G Strong

Wm W Stiles Sheriff

Silas G. Stong
vs.
Adam Shirk
~~$26 75/100~~ ($27)

Union Com: Pleas

Twenty seven dollars
~~$26 75~~ 00 paid by deft on
the judgt — July 7th 1840.

Brink & Gilbert
attys for pltffs

S G Strong
v
A Shirk

Union Com Pleas Judgt May 19 1840
$199.33. Recd Strong from Dolly
in this case Oct 6 1840 $74.00
Burke & Gibbons
attys Pltf.

Civil/Domestic Case File

Case No. 1839-CV-0063

No. 39-CU-63

Union Common Pleas Court.

Silas G Strong Plaintiff,

AGAINST

Adam Sherk, Defendant.

APR TERM, 1841

JUD'G VS PLAINT'F

Journal 2 Page 298

Record No. 3 Page 485

Ex. Doc. Page

Union Com Pleas

Silas G. Strong

vs

Adam Shirk

Filed Nov. 1. 1839

Jas H. Gill Clk

Union Com Pleas

Silas G Strong

vs

Adam Shirk

Filed Nov 1st 1839

Silas G. Strong } Union Com. Pleas
vs. } Assumpsit
Adam Shirk } Dam. $300.

The Clerk will issue a summons, returnable forthwith & endorse "Suit brought upon a promissory note executed by defendant to Plaintiff for $162.50 dated Augt 6th 1836 & payable in three years with interest, also for goods sold & delivered, work & labor done, money lent and advanced paid laid out & expended and upon an account stated.

Brush & Gillett
Attys for Pltff

Nov. 1st 1839

J. H. Gill Esq Clk

suit brought upon a promisory note executed by defendant to Plaintiff for $162,,50 dated August 6 1836 & payable in three years with interest also for goods sold and delivered work and labor done money lent & advanced paid laid & expended upon an account stated

Brust & Gilbert
attys for Pltffs

Novr 1st 1839
J H Gill Esqr Clk

Union Com pleas

Silas G. Strong
vs assumpsit
Adam Shirk

Serv	35
Copy	15
Mil	35
	85

Filed Nov 1 1839
James H. Gill Clk

Served by delivering a certified Copy to Deft Oct 31st 1839
R Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Adam Shirk

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 Silas G Strong

in a plea of assumpsit Damages Three hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 21st day of Nov A.D. 1839

Jas H Gill CLERK.

Union Com. Pleas

Silas G. Strong

vs. } Deed –

Adam Shirk

Filed Nov 2nd 1839

J H Gill Clerk

Cost bill made

Recorded

APR TERM. 1841

B. H. G. attys

THE STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } October TERM, 1839

Silas G. Strong Plaintiff in this suit, complains of Adam Shirk defendant in this suit, of a plea of assumpsit, &c.

For that whereas, the said Defendant ~~defendant~~ on the Sixth day of August in the year of our Lord one thousand eight hundred and thirty six at Marysville, Union County Ohio made his promissory note in writing, and then and there delivered the same to the said plaintiff and thereby, then and there three years after date promised to pay to the said plaintiff or order the sum of one hundred & fifty two dollars and fifty — cents, ~~in date thereof~~, which period has now elapsed; and the said defendant in consideration of the premises, promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the first — day of September in the year of our Lord one thousand eight hundred and thirty-nine in the county aforesaid, was indebted unto the plaintiff in the further sum of Three — hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his 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 plaintiff for the defendant at his request; also, in the further sum of Three hundred dollars, for so much much money then and there by the plaintiff lent and advanced to, and paid, laid out, and expended for, the defendent at his request; also, in the further sum of Three hundred — dollars, for so much money then and there had and received by the defendant for the use of the plaintiff : and also in the further sum of Three hundred — dollars, found to be due from the defendant to the plaintiff on an account then and there stated between them; and so being indebted, the said defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiff to pay the aforesaid sums of money, when thereunto afterwards requested so to do; yet the said defendant although often afterwards requested, has not paid the said several sums of money, or any part thereof, to the plaintiff but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the plaintiff of Three hundred dollars, and therefore he brings suit, &c.

Brush & Gilbert
Attys for Plaintiff

Union Com. Pleas

Lyme Starling Jr
for &c

vs } Precipe

Hiram Beal

Filed Feb 4. 1840

James H Gill Clk

Union Com. Plead

Lynn Stanley Jr. for the use of Michael L. Sullivan
Wray Thomas & Mathew J. Gilbert
vs. } Assumpsit. Dam. $300.
Hiram Beal

The Clerk will issue a summons returnable forthwith, & endorse. Suit brought upon two promissory notes executed by deft to Pltff, dated June 17 1837 for $111 — each, one due one year & the other two years after date, also for goods sold & delivered, work & labor done, money lent & advanced, paid laid out & expended, had & received & upon an account stated —

Jany 29 1840

Brown & Gillett
Attys for Pltff

James H. Gill Esq. Clk.

Suit brought upon two promissory notes executed by Deft to Pltff dated June 1st 1837 for $111. each, one due one year & the other two years after date also for goods sold and delivered work & labor done money lent and advanced paid laid out and expended had & received and upon an account stated

Brush & Gilbert attys for Pltff

Union Com. Pleas

Lyne Starling Jr for &c

vs } Summons

Hiram Beal

Serv	35
Mil	75
Copy	20
	$1,30

Filed May 6th 1840
Ja. H. Gill Clk

Served by Delivering a certified Copy to Deft
March 12th 1840 R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you to summon Hiram Bear to appear 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 day of next Term to answer unto Lyne Starling Jr for the use of Michael L. Sullivant Wray Thomas and Mathew J. Gilbert, in a plea of assumpsit Damages three hundred dollars And have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas aforesaid at the Court House in Marysville this fourth day of February A.D. 1840

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1839-CV-0064

No. 39-CV-64

Union Common Pleas Court.

Moses Fellington
Plaintiff,

AGAINST

John Kent et al
Defendant.

APR TERM. 1839

Withdrawn,

No Record.

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

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

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

Union Com. Pleas

Moses Fullington

vs. Praecipe

John J. Kent

Meshach Kent &

Olive Kent

Filed Nov. 4. 1839

James H. Gill Clk

Moses Fullington
vs
John I Kent
Meshack Kent &
Olive Kent

Union Com Pleas Oct Term
1839

Debt 118.75 Damages 50¢

Sir issue a summon returnable forth with
Endorse Suit Brot on defendants Note of hand
under Seal for 118$ 75 given to plaintiff
by defts December 24th 1833 and due twelve
month after date, also for goods sold and
delivered Money lent &c

W C Lawrence a c
for plff

Union Com Pleas

Moses Fullington
vs } Sci fa
John S Kent and
Olive Kent

filed Nov 19. 1839
James H. Gill Clerk
withdrawn by parties

1839

State of Ohio
Union County ss

Court of Com Pleas Oct Term 1839

Moses Fullington complains of John D. Kent and Olive Kent, the Sheriff of said County having returned not found as to Meshack Kent against whom process in this cause was also issued in a plea of debt for that whereas the said Defendants on the 24th day of December in the year 1833 at the County aforesaid made their certain writing obligatory of that date sealed with their seals (and now here to the Court shown) and then and there delivered the same to the said plaintiff and thereby bound themselves to pay to the said Moses Fullington or bearer one hundred and eighteen dollars and seventy five cents twelve months after date which period has now elapsed yet the said Defendants have not paid the said sum of money nor any part thereof to the damage of the plaintiff fifty dollars and therefore he brings suit &c

Wm B Lawrence his atty

Union Com. Pleas

Moses Fullington
vs } Summons
John J. Kent et al.

Ser	75
2 Copy	30
Mit	100
	2,05

Filed Nov. 5. 1839
James H. Gill Clerk

Suit brot on defendants note of hand under seal for $118 75/100 given to plaintiff by defts December 24th 1833 and due twelve months after date, also for goods sold and delivered money had &
W. C. Lawrence atty for plff

Serv'd by delivering a certified Copy to J. J. Kent and Eliza Kent & Johnathan Kent not found
R. Clark Sheriff

State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON John J. Kents Meshack Kents and Olive Kents

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 Moses Fullington

in a plea of Debt $118.75 Damages $50 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 4th day of Nov A.D. 1839

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1839-CV-0065

No. 39-CV-65

Union Common Pleas Court.

Silas G Sling Plaintiff,

AGAINST

James L Lord Defendant.

OCT TERM. 1840

Discontinued

Journal 2 Page 279

Record No. 3 Page 447

Ex. Doc. Page

Union Com. Pleas

Silas G. Strong

vs } Precipe

James T. Lord

Filed Dec. 4. 1839

James H. Gillelk

Silas G. Strong }
vs }
James L Lord }

Union Com Pleas
In assumpsit by attachment
Damages $.250.00

issue a ~~[illegible]~~ writ of attachment returnable on the first day of next term Endorse Suit Bottom defts two notes of hand given (jointly and severally with one Wm Sharp now also (absconded) to plaintiff Both dated on the 28th day 1839 The first for sixty dollars and payable ten days after date the other for one hundred dollars payable on the 17th day of July (next ~~[illegible]~~ after the date) 1839. and payable to said Silas G Strong or bearer. in Lumber. Also for goods sold and delivered &c

By W. C. Lawrence
his atty

State of Ohio
Union County SS)

Personally appeard Silas G Strong who being duly sworn says that the aforesaid J. L. Lord is Justly indebted to him in the amount of the above described notes and further that the said James L Lord is not a resident of this state as he verily believes and further saith not

Silas. G. Strong

Sworn to and Subscribed before me this 4th day of December 1839 William B. Irwin J.P.

Recd Dec 4th 1839
Attacht an out Lot on the east side of the Town of Marysville known as the Steam mill Lot together with the Steam Sawmill & grist mill & their fixtures and Appraised the whole ~~at~~ by the oaths of S B Johnson & B F Kelsey at $500,00 no more property moneys or credits found

R Clark Sheriff

~~Nov~~ Dec 4th 1839

Union Com Pleas

Silas G. Strong
vs } Writ of at.
James S. Love

writ of attach

Serv	35
Mil	5
Appraisers fees	3,00
Copy of Appmt	15
	$3,55

Filed May 4th 1840
Jas H. Giles Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to attach the lands, tenements, goods chattels, rights, credits moneys and effects of James L. Lord

wherever they may be found and the same to keep or so to provide that the same or the value thereof may be forthcoming to answer the Judgment of our Court of Common Pleas within and for the said County of Union in a certain action in a plea of debt therein prosecuted by Silas G. Strong against the said James L. Lord for Two Hundred and fifty dollars damages, and in what manner you shall execute this writ make appear to our said Court of Common Pleas on the first day of their next Term and have you then there this writ

Witness James H. Gee Clerk of the Court of Common Pleas for Union County this 4th day of December A.D. 1839

James H. Gee Clerk

Silas G. Strong

vs. Nar.

James L. Lord

Filed Sept 29. 1840

James H. Gillett

Recorded

Damages $107.31¼

State of Ohio }
Union County } ss. Union Common Pleas. Octr Term, A. D. 1840.

Silas G. Strong, applying Creditor under the attachment of Silas G. Strong, Complains of James L. Lord, in a plea of Assumpsit; for that whereas the said James L. Lord, on the twenty eighth day of March, in the year of Our Lord one thousand, eight hundred and thirty nine, at the County of Union aforesaid, jointly and severally with one William Tharp who has removed to Doodledom, or some other place, unknown and uncomeatable, and has thereby become defunct as to the purposes of this Complaint, made his promissory note in writing, and delivered the same to the said Silas G. Strong, and thereby promised to pay to the said Silas G. Strong, or bearer, One hundred dollars, in sawed lumber, to be delivered within one half mile of the said Strong's dwelling in Marysville, on the 17 day of July next meaning the next after ~~day~~ after the date thereof, which period has now elapsed; and the said James L. Lord, then and there, in Consideration of the premises, promised to pay the amount of the said note to the said Silas G. Strong, according to the tenor and effect thereof:

And whereas the said James L. Lord, On the twenty eighth day of March in the year of Our Lord One thousand eight hundred and thirty nine, at the County of Union aforesaid, was indebted to the said Silas G. Strong in the sum of One hundred dollars, for the price and value of goods then and there bargained, sold, and delivered by the plaintiff to the defendant at his request; and whereas the defendant afterwards, on the twenty eighth day of March in the year of Our Lord one thousand eight hundred and thirty nine, in Consideration of the premises, then and there promised to pay the said last mentioned sum of money to the plaintiff on request; yet he hath disregarded his promises, and hath not paid the several sums of money aforesaid, nor either of them, nor any part thereof; ~~either in sawed~~ lumber or money, though often requested so to do; to the damage of the plaintiff One hundred and ten dollars, and thereupon he brings his suit, &c.

By Wm. C. Lawrence, his Atty.

Silas G. Strong
vs.
James L. Lord
Nar.

Filed Sept 29. 1840
James H. Gier Clk

Damages $ 65,40

State of Ohio }
Union County } ss.

Union Common pleas, Oct. Term, A.D. 1840.

Silas G. Strong, in attachment, Complains of James L. Lord in a plea of assumpsit; for that whereas the said James L. Lord on the twenty eighth day of March, in the year of our Lord one thousand eight hundred and thirty nine, at the County of Union aforesaid, jointly and severally with one William Sharp, who has removed straight-out & straight-off into parts unknown, & has thereby become defunct as to the purposes of this Complaint, made his promissory note, in writing and delivered the same to the said Silas G. Strong, and thereby promised to pay to the said Silas G. Strong, or bearer, the sum of fifty dollars, in sound money, to be delivered within one half mile of the said Strong's dwelling in Marysville, in ten days after the date thereof, which period has now elapsed; and the said James L. Lord then and there, in Consideration of the premises promised to pay the amount of the said note, to the said Silas G. Strong, according to the tenor and effect thereof:

And whereas the said James L. Lord was indebted to the said Silas G. Strong, ~~on the~~ twenty eighth day of March in the year of Our Lord one thousand eight hundred and thirty nine, at the County of Union aforesaid, in the sum of fifty dollars, for the price and value of goods then and there bargained, sold, and delivered by the plaintiff to the defendant at his request; and whereas the defendant afterwards, on the twenty eighth day of March in the year of Our Lord One Thousand eight hundred and thirty nine in Consideration of the premises then and there promised to pay the said last mentioned sum of money to the plaintiff on request, yet he hath disregarded his promises and hath not paid the several sums of money aforesaid, either in sound number of money, though often requested so to do; nor either of them; nor any part thereof; to the damage of the plaintiff fifty five dollars; and therefore he brings his suit, &c.

By Wm. C. Lawrence, his Atty.

Rec'd of James L Lord One hundred and fifty dollars in full for my Demands against him and Wm Tharp so far as to the Action in Attachment now in Union Court Pleas and hereby order a Discontinuance of said Action so far as to my Demands Oct 6th 1841

Silas G Strong

Civil/Domestic Case File

Case No. 1839-CV-0066

No. 39-CV-66

Union Common Pleas Court

Alden Andrews
Plaintiff,

against

Chester Farnum
Defendant.

MAY TERM. 1840

Discontinued at Plf's Cost

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Record No. Page

Ex. Doc. Page

Union Com. Pleas

Alden Andrews

vs

Chester Farnum

Filed Dec 20. 1839

James H. Gill Clk

Alden Andrews
vs
Chester Farnum

In Replevin, damages $ 40.00

The Clerk will issue a writ of Replevin for the following goods and chattels to wit: an Iron Gray mare 2 years old last Spring

A Hall Atty for Pltff

The above named Alden Andrews makes oath and says that he has good right to the possession of the goods and chattels described in the above precipe and that the same is wrongfully detained by the said Chester Farnum, and that the said goods and chattels were not taken in execution on any judgment against the said plaintiff nor for the payment of any tax fine or amercement assessed against the said plaintiff nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said plaintiff

Alden his x mark Andrews

Sworn to and subscribed before me this 20th day of Dec A.D. 1839

James Turner J.P.

Alden Anders
vs
Chester Farnham

J H Gill. Clerk of Union Court of Common Pleas. will Issue a writ of Replevin for an Iron grey Mare 2 years old last Spring — upon filing the necessary affidavit & giving security according to law

A. Hall
per Pl[illegible]

Union Com Pleas

Alden Andrews

vs } Replevin

Chester Farnham

Serv —— 35

Mil —— 10

45

Filed May 11th 1840

Jas. H Gill. Clk.

Property not found

H Clark Sheriff

The 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 Alden Andrews the goods and chattels following to wit. an Iron Gray mare 2 years last Spring which Chester Tamms wrongfully detains from the said Alden Andrews as is said, and also that you summon the said Chester Tamms 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 Alden Andrews for the unlawful detention of the goods and chattels aforesaid Damages forty dollars and have you then there writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 20th day of Dec. 1839

James H. Gill Clerk

Civil/Domestic Case File
Case No. 1839-CV-0067

No. 39-CN-67

Union Common Pleas Court

Rufus Maynard Plaintiff,

against

Abel Marks Defendant.

JUL TERM, 1840

Discontinued at Pltf Cost

Journal 2 Page 229

Record No. Page

Ex. Doc. 1 Page 230

Union Com. Pleas

Rufus Maynard

3rd Precipe

Abel Marks

Filed Dec 20. 1839
James H. Gillelth

Rufus Maynard vs Abel Marks } In Replevin Damages one hundred dollars

Issue a writ of Replevin for the following goods & chattels to wit 125. flower Barrels ~~One Sorrel~~. the undevided half of 150. Shocks of Corn (on the farm of S. Maynard sr. in Darby Township Union County Ohio). & a small lot of standing Corn on the same field one light brindle Cow 2020. flour barrel staves 236. Pork barrell staves 400. peces of heading. two thirds of a lot of Cabbage. all of said property on the said farm of S Maynard sr
To the clerk of the Court of Com pleas Union County Ohio   S. B. Cole ~~pro~~ atty for Plff
December 20th 1839

The above named Rufus Maynard makes oath & says that he has good right to the possession of the goods & chattels described in the above praecips & that the same are wrongfully detained by the said Abel Marks & that the said goods & chattels were not taken in execution on any judgement against the said Rufus Maynard nor for the payment of any tax fine or amercement assessed against ~~him~~ nor by virtue of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff

R S Maynard

Sworn to and subscribed before me this 20th day of Dec. 1839

James Turner JP

Proceeded without delay on the 21st to replevin the within named goods & Chattles unto Rufus S Maynard and appraised the same by the oaths of A S Alden Alonzo Garlick & Elisha Higley to $49,77½ took Bonds of the said Maynard in the sum of $[illegible] $125,00 delivered the property to said Maynard and a certifyed copy of this writ to Abel Marks

Union Com. Pleas

Rufus Maynard

vs } writ of Repl.

Abel Marks

Services	35
Call Inquest	1,00
Copy	21
Bond	50
Milage	35
	2,41
Appraisers fee	1 50
	3,91
Copy Appraisment	18
	$4,09

Filed May 4th 1840

Jas. W. Gill. Clk

1840

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command and you to summon that without delay you cause to be replevied unto Rufus Maynard the goods and chattels following to wit 125 flour Barrels, undivided half of 150 Shocks of Corn on the Farm of S. Maynard Union Co. a small lot of standing corn in the corn field one light bundle cow 2020 flour barrel staves 236 pork barrel staves 400 peaces of heading two thirds of a lot of cabbage, all of said property on the farm of the said Maynard which Abel Marks wrongfully detains from the said Rufus Maynard as is said and also that you summon the said Abel Marks 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 Rufus Maynard for the unlawful detention of the goods and chattels aforesaid Damages 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 20th day of December A.D. 1839

James H. Gill Clerk

Union Com Pleas

Rufus S. Maynard

vs } Declaration
} in Replevin

Abel Marks

Filed June 15. 1840
James H. Gill Clk

Rufus S Maynard
vs
Abel Marks

State of Ohio Union Co ss } Court of Com Pleas May Term AD 1840

Rufus S Maynard complains of Abel Marks in a plea of Replevin for that the said Abel Marks on the 10th day December ~~last~~ Eighteen hundred & thirty nine at the County of Union aforesaid was possessed of certain goods and chattels of the said Rufus S Maynard to wit one hundred & twenty five flour barrels, the undivided half of one hundred & fifty shocks of Corn, on the farm of S Maynard Union Co, a small lot of standing Corn on the same field one light brindle Cow, 2020 flour barrel staves, 234 Pork barrel staves 400 pieces of heading two thirds of a lot of cabbage to be delivered to the said Rufus S Maynard when he the said Abel Marks should be thereto afterwards requested yet the said Abel Marks though requested so to do has not delivered the said goods & chattels nor any part thereof to the said Rufus S Maynard and so the said Abel Marks wrongfully detains the same from the said Rufus S Maynard to his damage one hundred dollars and therefore he sues &c

By J B Cole his atty

R Maynard
vs
Abel Marks
Bond

Be it remembered that we Rufus Maynard and Samuel Maynard Borden and Rathburn are held and firmly bound unto Abel Clark in the sum of one hundred twenty Dollars to the payment of which we bind our selves our Heirs and Administrators jointly and severally if default be made in the condition following to wit the condition of this obligation is such that whereas R Clark Sheriff of the County of Union has this day replevied unto the said Rufus Maynard at the suit of said R Maynard against the said Abel Clarks the following goods and chattles to wit 125 flower Barrels the undevided half of 150 shacks of corn ~~in the corn field~~ a small lot of standing corn in the corn field one light Brindle Cow 2020 flower Barrel staves 236 pork Barrel staves 400 feaces of heading two thirds of a lot of cabbage now therefore if the said Rufus Maynard shall appear before the Court of Common Pleas of the County of Union at their next term and prosecute his said suit to final Judgement and pay the costs of said suit and the damages that may be awarded against him then this obligation shall be void otherwise to remain in full force in law

R S Maynard (Seal)

Saml Maynard (Seal)

C Rathburn

Ex. Doc. No. 2 page 38

Abel Marks
vs
Rufus Maynard

Costs —	$5,63½
Writ	41

April 7/44 due $8.16

Made March 28. 1844 $5.00

Made Apl. 16. 1844. 2.00

W W Steele Sheff

Filed April 16. 1844
John Cassell 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 7th day of July A. D., 1840 Abel Mark

recovered against Rufus Maynard

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 5,63½

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 Rufus Maynard

you cause to be made ~~the damages and~~ costs aforesaid with interest thereon from the 7th day of July A. D., 1840, until paid. Also, the sum of $ the costs of increase on said judgement, 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 Abel Mark

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 19th day of Febr A. D., 1844.

Attest:

John Cassil CLERK.

A Marks
vs
R Maynard

Precipe

Rufus Maynard
vs
Abel Marks

Union Com Pleas

Replevin

Dismissed at Plaintiffs costs

Issue execution that the costs due Defl
may be made Oct 26. 1843

Wm C Lawrence
atty for Defl

Clk Com Pleas
Union Co Ohio