Civil/Domestic Case File

Case No. 1840-CV-0001

No. 40-CV-1

Union Common Pleas Court.

W W Woods

Plaintiff,

AGAINST

James L Ward

Defendant.

APR TERM. 1841

Settled

No Record.

Journal 2 Page 395

Record No. Page

Ex. Doc. Page

Wood.
vs
Ward

Precipe

Filed January 6th 1840
James H. Gillett

Cole & Hall
p. Pltfs

W. W. Wood
vs
James Ward

Trespass on the case Damages. 5000$

The Clerk of Union Common Pleas will issue summons returnable next Term. Endorse suit but to recover damages sustained by P/ff by reason of Defts speaking of & concerning the P/ff the following false opprobrious slanderous wicked and defamatory words. Bile Wood. (Meaning the said W W Wood) has certainly forged notes on us. to the amount of 1600$. — I expected better things of Woods. (meaning P/ff) than to forge those notes but he has ~~done it~~ done it as certain as you are setting on that mare.

To the clerk of the Court
of Com pleas Union County Ohio
Jan 6th 1840

Cole & Hall
Attys for
P/ff

W. W. Woods.
vs
James S. Ward

Declaration

Filed June 17. 1840
Jas H. Gill Clerk

Cole & Hall
Pltf

Atty	$2.85	2.85
Clerk	1.83	16
State	.16	75
Sheriff	5.00	3.76
Cor retn	.75	
	$10.59	

~~$1.00~~
~~[illegible] Clerk~~

Wm W Woods
vs
James L Ward

In Union Common Pleas May Term AD 1840

Wm W Woods Complains of James L Ward in a plea of the case for that whereas the said Wm W Woods is and always has been a good and faithful citizen of the State of Ohio and has sustained a fair character among his neighbours for integrity, and has never been guilty or suspected of the atrocious crime of forgery; but the said James L Ward not ignorant of the premises, and contriving and intending maliciously and wickedly to injure and destroy his character, to bring him into disgrace among his neighbours, and to expose him to the penalties of the law for forgery did on or about the 20th day of December 1839 at Union Co. utter and publish in the hearing ~~of sundry persons the~~ following false scandalous and wicked and malicious words, of and concerning the plaintiff, to wit; Bill Woods (meaning the said Wm Woods) has certainly forged notes on us to the amount of $1600. I expected better things of Woods (meaning plaintiff) than to forge those notes. but he has done it as certain as you are sitting on that mare

By means of publishing which false, scandalous, wicked, malicious & defamatory words, the said Wm W Woods is greatly injured in his good name and reputation, and has been rendered liable to a prosecution for perjury. To the damage of said Wm W Woods Five Thousand dollars and thereupon he sues &c

Cole & Hall Attys pltff

Union Com Pleas

I. L. Ward
vs
W W Woods

Plea

Filed Sept 23. 1840
Jas. H. Gillett

James L Ward vs W W Woods } Union Com Pleas May term 1840 in Case

And the said James L Ward comes and defends &c and says that he is not guilty of the supposed grievances laid to his charge in manner and form as the plaintiff hath complained against him and of this he puts himself upon the country and the pltff doth the like

By B. B. Lawrence his atty

And the said Plaintiff or his counsel will take notice that on the trial of this cause Defendant will insist and prove that after the commencement of this suit (to wit) on or about the 20th day of May 1840 at the county of Union the said plaintiff by agreement accepted and agreed to receive in in full discharge and satisfaction for all injury by him sustained in that behalf the payment of of the notes so charged to be forged and both then in the hands of one Daniel Coe by assignment from the said plaintiff the one of 1300 $. to be paid by this Defendant and Wm Ross in any way the said Coe would accept the said Coe agreeing to discharge said plaintiff from his liability on his endorsement on the same and the said Defendant and Ross were to pay the other note of 300 $. in notes on individuals all of which has been done on the part of Defendant and accepted by plaintiff in full discharge and satisfaction of the damages sustained in consequence of the several grievances of which pltff complains

By W B Lawrence his atty

Union Cons. Pltfs

W. W. Woods

vs } Summons

James L. Ward

Serv — 35
Copy — 25
Mil — 5
64

Filed May 4th 1846

Jas. N. Gibbs Clk

Suit brot to recover damages sustained by Pltff by reason of Defts speaking of & concerning the Pltff the following false malicious slanderous wicked and defamatory words, Bill Woods (meaning the said W. W. Woods) has certainly forged notes on us to the amount of 1600$ & expected better things of Woods (meaning Pltff) than to forge those notes but he has done it as certain as you are sitting on that mare

Cole & Hall

Attys for Pltff

Filed by Defendant a copy to Defendant

J. Clerk Atty

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon James L. Ward to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto W. W. Woods in a Plea of Trespass on the case Damages Five thousand dollars and have you then there this writ—

Witness James H. Gill Clerk of said Court at the Court House aforesaid this 7th day of January A.D. 1840

James H. Gill Clerk

Union Com. Pleas

W. M. Woods
vs Z sub
Jas. L. Ward

Serv 12½
Copy 12½
Mil — 45
70

Filed Oct 6. 1840
Jas. H. Gillett

Recd by Copy R Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Daniel Coe

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 James L. Ward in a certain matter in controversy in our said Court depending: wherein W. W. Woods is plaintiff, and Said Ward 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 28 day of Sept A.D. 1840.

Jas. H. Gill *Clerk.*

Union Com Pleas

W. W. Woods

vs Z Knapp

Jas. L. Ward

Filed Sept 28. 1840

Jas. H. Gibbs

Wm Woods
vs
Jonas L Ward

Issue a subpoena for A. C.
Jennings James W. Evens
witnesses for Pltff

Sept 28th 1840
James H Hill Clerk

P B Cole atty for Pltff

Civil/Domestic Case File

Case No. 1840-CV-0002

Civil/Domestic Case

1840-CV-0002

located with

Supreme Court Case

1842-SC-0016

Civil/Domestic Case File

Case No. 1840-CV-0003

No. 40-CV-3

Union Common Pleas Court.

Mathew Gilbert
Plaintiff,

AGAINST

Joshua Judy,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$110 25

Journal 2 Page 260

Record No. No Record. Page

Ex. Doc. 1 Page 213

Union Com. Pleas

Matthew J. Gilbert

vs } Precipe

Joshua Judy

Filed Feb. 4. 1840

James H. Gillespie Clk

Union Com. Pleas

Mathew J. Gilbert } Assumpsit.
vs. } Dam. $200 —
Joshua Judy } The Clerk will issue a summons returnable next term and endorse, Suit brought upon a promissory note executed by deft to Pltff for $100. dated Dec. 15th 1837 & due one year after date: Also for goods sold & delivered, work & labor done money lent & advanced, paid, laid out & expended, had & received & upon an account stated — Brush & Gilbert Atty's for Pltff —

Jany 29th 1840

James H. Gill Esq. Clk. }

Union Com. Plead

Matthew J. Gilbert
vs } Summons
Joshua Judy

Serv — 35
Mil — 35
Copy — 20
90

Filed May 4th 1840
Sa. H. Gile

Suit brought upon a promissory note executed by Deft to Pltff for $100. dated Dec 15th 1837 & due one year after date: also for goods sold and delivered, work & labor done, money lent & advanced, paid Cash out and on offendant, had & received & upon an account stated
Bush & Gilbert Attys
for Pltff

Judgment by declining a copy to Deft
March 1st 1840
W. Clark Justy

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Joshua Judy to appear before the Judges of our Court of Common Pleas within and for the County aforesaid at the Court-House in said County on the first day of next Term to answer unto Matthew J. Gilbert in a plea of assumpsit & Damages Two hundred dollars and have you then there this writ

Witness James H. Gill Clerk of the Court of Common Pleas in and for said County at the Court House in Marysville this 4th day of Feb. 1840

James H. Gill Clerk

Union Com. Pleas

Matthew J. Gilbert

vs. } Decl.

Joshua Judy -

Filed May 19th 1846

W. H. Gill Clk

cost bill made

recorded

State of Ohio, Union — County Court of Common Pleas, of the Term of May — One Thousand Eight Hundred and forty — Union County, ss.

Matthew J. Gillent — Plaintiff in this suit, by Brush & Gillent his Attorneys complains of Joshua Judy —

Defendant in this suit, of a plea of trespass on the case, upon promises, &c. For that, whereas, the said defendant

Heretofore, to-wit: on the fifteenth day of December One Thousand Eight Hundred and ~~thirty~~ seven at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this Court, made his — certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there One year after date, for value received, promised to pay the said Plaintiff or order, One hundred Dollars,

and then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he — the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

AND WHEREAS, also, the said Defendant afterwards, to wit, on the first — day of January, in the year of our Lord One Thousand Eight Hundred and eight — 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 money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant 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.

Brush & Gillent
attys for Plff

Union Com. Pleas

Matthew J. Gilbert

vs } No 37

Joshua Judy

damages	$110.85
costs	9.73
writ	.40

Money made March 24th 1841

W. McSteele Sheriff

Service	35
Poundage	2.47
	2.82

Filed March 25. 1841

Jas H Lea. Cler

120 39
242 32

Rec'd this Execution Jany 24. 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 Sixth day of October A. D., 1840 Matthew J. Gilbert

recovered against Joshua Judy

as well the sum of one hundred and ten dollars and Eighty five cents, for his damages, as the sum of $9.13 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 Joshua Judy

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, 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 Matthew J. Gilbert

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

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

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0004

No. 40-CV-4

Union Common Pleas Court.

Herrington & Davis assignees
Plaintiff,

AGAINST

Charles Miller
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$6 31

Journal 2 Page 280
Record No. 3 Page 411
Ex. Doc. 1 Page 215

Harrington & Davis
Assignee of I Sharp
vs
Charles Miller

Transcript

Filed February 10. 1840

James H. Gee Clerk.

Debt 6.01
Dam 30

cost bill made

Recorded

Harrington & Davis
Assignee of Isaac Sharp
vs
Charles Miller

Debt	$4.68
plaintiffs costs	
Summons	12½
Judgment	12½
Cons fees	27½
	52½
Defendants costs	
Satisfaction	10
fifa	25
Cons fees	15
Transcript	31¼
	1.33¾
	6.01

Nov 26th 1839
Suit brought on a note of $4,50 Due one day after date Dated March 26th 1839 and signed
Charles Miller
Nov 26th 1839 Summons issued to Cons Boughan for appearance on the 4th day of Decr at 1 oclock P.M. Decr 4th 1839 Summons in in Due time endorsed served Nov 30th by copy
this 3rd day of Decr 1839
1.33¾ fees 27½ cts J Boughan Cons

Defendant appeared but made no defence
It is therefore considered by me that the plaintiffs Recover of the Defendant a Judgment for four Dollars sixty eight and his costs herein taxed at fifty two & a half cents
Decr 6th 1839 fifa issued to Cons Boughan for debt & costs
fifa Returned endorsed no property found whereon to levy this 6th day of Jan 1840 fees 15 cts
the plaintiff has land subject execution
J Boughan Cons

State of Ohio union Co Liberty 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
James Herd JP
of the township aforesaid

Union Com. Pleas

Harrington & Davis
vs } Sei. Fa.
Charles Miller

Serv	75
Copy	20
Mil	60
	$1,55

Filed May 4th 1840
Jas. H. Gill Clk

Served by Delivering to Defendant a certified Copy
T. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Harrington & Davis assignees of Isaac Sharp on the fourth day of Dec 1839 recovered a judgment before James Hence one of the Justices of the peace within and for the said County of Union for the sum of four dollars and sixty eight cents as his debt and and fifty two & a half cents costs against Charles Miller on which said judgment an execution was issued by the said James Hence and returned no property found whereon to levy, and it having been suggested to the said James Hence that the said Charles Miller is possessed of lands and tenements as appears by a Transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union, we therefore command you that you make known to the said Charles Miller to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any there be why Execution should not issue against his lands and tenements to satisfy said judgment and further to do and receive whatsoever our said Court shall in that behalf consider and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House aforesaid at Marysville this 10th day of Feb. A.D. 1840

James H. Gill Clerk

Union Com. Pleas

Harrington v Davis & ux

vs } No 41

Charles Miller

Debt	$6.01
costs	5.41¼
Writ	.41
Service —	35
Mileage —	50
Inquest —	1.00
Advertisement —	3.25
Appraisers —	1.50
	6.60

Filed March 13. 1841

Thos H Lico Clk

Received March 6. 1841. levied upon 50 acres of land & money No 3689. in conjunction with another Execution against Charles Miller in favor of Harrington & Davis, ~~[illegible]~~ Sold appraised by the oaths of Anson Dawson & Arah Bleasin & Nathaniel Raymond at 8 dollars per acre offered March 13 1841 Charles Miller Allotted the same for debt & not sold for want of bidders

W 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 Sixth day of October A. D., 1840 Harrington & Davis assignees Isaac Sharp

recovered against Charles Miller by Scire Facias on suggestion from the docket of James Reed Esq to be levied on the lands and tenements of the said Charles Miller

as well the sum of Six dollars

and one cents, for their Debt ~~damages,~~ as the sum of $5.41¼

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 Charles Miller

you cause to be made the ~~damages~~ Debt and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, 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 Harrington & Davis

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: Jas. H. Gill CLERK.

Ex. Docket No. 1 page 67

Harrington & Davis

vs

Charles Miller

Debt	$6,01
Costs	5,41
Increase	7,01
Writ	$18,43

June 11th 1844 paid by Harrington $10,00

Fees –
Service – $0.85
Mileage – 0.05
40

Filed May 28 1845
John Cassil clk

Received this writ of April 14th 1845 –
Returned by order of plaintiff
Wm. M. Robinson Sheriff

Appraised at $8 per acre

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 Charles Miller, to wit 50 acres of survey No. 3689

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 Harrington & Davis the sum of six dollars and one cents, for their Debt ~~damages~~, together with $ 541 for their costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said Harrington & Davis recovered against the said Charles Miller as of record is manifest. Also, $ 5,42 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 Harrington & Davis

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 14th day of April A. D. 1845.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0005

No. 40-CV-5

Union Common Pleas Court.

Harrington Davis
Plaintiff,

AGAINST

Charles Miller
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$32.49

Journal 2 Page 281

Record No. 3 Page 412

Ex. Doc. 1 Page 214

Harrington & Davis
vs
Charles Miller
Transcript
Filed Feb. 10. 1840
James H. Lee Clerk

Debt 32.24
Dam 3 25
cost bill made

Record

Harrington & Davis
vs
Charles Miller
Debt — $31,31
plaintiffs costs
Judgment — 12½
Defendants costs
Saisfaction — 10
fifa — 25
Const fees — 15
Transcript 31¼
32.24.4/3
9.33¾

August 9th 1839
Suit brought on an account for Merchandise at sundry times as per bill filed for $31,31, the Defendant appeared without process and confessed a Judgment on the aforesaid account
It is therefore considered by me that the plaintiffs Recover of the Defendant a Judgment for thirty one Dollars thirty one cents Debt & twelve & a half cents cost, August 9th 1839 fifa issued to const Bonyhan for Debt & costs, fifa returned endorsed no property found whereon to levy this 7th day of Sept 1839 fees 15 cts I Bonyhan const
It has been suggested to me by the paintiffs that the Defendant is possessed of lands and tenements Dec 9th 1839 I Herd J P

State of Ohio Union Co. Liberty 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
James Herd J P
of the township aforesaid

Hannington & Davis

vs Ex. Fa.

Charles Miller

Serv — 75
Mil — 60
Copy — 20
$1,55

Filed May 4th 1846

Jas. W. Gill Clk

Sent by Delivering a certified copy to Defendant

C. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Harrington & Davis recovered on the 20th day of August 1839 a judgment before James Hera one of the Justices of the peace within and for the said County of Union for the sum of thirty one dollars & thirty one cents damages and 12½ ~~cents~~ costs against Charles Miller upon which said judgment an Execution was issued by the said James Hera and returned no goods found whereon to levy, and it having been suggested to the said James Hera that the said Charles Miller is possessed of lands and tenements as appears by a Transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union We therefore command you that you make known to the said Charles Miller to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any then be why execution should not issue against his lands and tenements to satisfy said judgment, and further to do and Receive whatsoever our said Court shall in that behalf consider. And have you then there this writ

Witness James H. Gee Clerk of said Court at the Court House aforesd. this 10th day of Feb. A.D. 1840

James H. Gee Clerk

Union Com. Pleas

Harrington & Davis appellees

vs } No. 42

Charles Miller

Debt	$ 32.24
Costs	5.81½
Int.	.41
Service	35
Mileage	50
Inquest	1.00
Advertisement	3.25
Appraisers	1.50
	6.60

Filed March 13. 1841

Jacob H. Lee Clk

920
6221
582½
21 85

Rec'd Feb 6. 1841 levied upon Lot Charles Miller's title to 50 acres of land in Jenny No 3689. being the remainder of the Jenny and that part Charles Miller now resides on, appraised the same by the oaths of Aaron Dunn, Arad Allison & Nathaniel Raymond at 8$ per acre. Advertised the same for sale on the 13th day of March 1841. & not satisfied at sheriff's biddings. March 13th 1841

Wm S Gale 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 Sixth day of October A. D., 1840 Harrington & Davis

recovered against Charles Miller by scire facias on suggestion from the docket of Jas. Hance Esq. to be levied on the lands and tenements of the said Charles Miller

as well the sum of thirty two dollars and twenty four cents, for their debt ~~damages~~, as the sum of $5.81¼ 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 Charles Miller

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, 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 Harrington & Davis

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., 1841

Attest: James H. Gill CLERK.

Ex. Docket No. 1 page 68

Harrington & Davis

vs

Charles Miller

Debt	$32.24
Costs	5.81½
Interest	7.42
	$45.47½

fees

Service	50.35
Mileage	5
Advertising	2.5
Printers fee	$1.50
	2.15

Filed May 28. 1845

John Cassil Clk

Received this writ of April 14th 1845

Returned by order of Plaintiff

Thos. 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 Charles Miller, to wit; 50 acres of Land, part of survey No. 3689

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 Harrington & Davis the sum of thirty two dollars and twenty four cents, for their Debt ~~damages,~~ together with $ 5,81½ for their costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said Harrington & Davis recovered against the said Charles Miller as of record is manifest. Also, $ 5,52 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Harrington & Davis

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 14th day of April A. D. 1845.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0006

No. 40-CV-6

Union Common Pleas Court

Samuel B Hee
Plaintiff,

against

Jacob Parthemore
Defendant.

OCT TERM. 1840

Settled.

Journal 2 Page 26

Record No. No Record. Page

Ex. Doc. Page

U. Com. Pleas

J. B. Dee
vs
J. Porthemore

Precipe

Filed March 11. 1840
Jas. H. Gill
Clk

Samuel B Dee
vs
Jacob Parthemore } Case
Slander damages $3.000.00.

Issue a Summons returnable on the first day of next term and Endorse Suit Brot to recover damages for the following false scandalous slanderous malicious and Defamatory words uttered published declared and spoken by Deft of and concerning plaintiff on the first day of January 1840 and on divers others days since "By God you did steal my nails and I can prove it by Cook". By God you (meaning the said pltff) did steal my nails. he (meaning plaintiff) hooked my nails. he (as before) stole my nails he (as before) took my nails. he meaning Pltff. "is a thief". By W B Lawrence his atty

Union Com. Pleas

Samuel B. Dee

vs } Summons

Jacob Parthemore

Serv — 35
Mil — 15
Copy — 20
70

Filed May 4th 1840

Jas. H. Gill. Clk.

Suit brot to recover for the following false scandalous slanderous malicious & defamatory words uttered published declared and spoken by the Deft of and concerning plaintiff on the first day of January 1840 and on divers other days since "By God you did steal my nails & I can prove it by Cook" "By God you (meaning the said plaintiff) did steal my nails he (meaning plaintiff) hooked my nails. he (as before) stole my nails; he (as before) took my nails, he meaning plaintiff is a thief" By W. C. Lawrence his attorney

Serd by delivering a certified copy March 24th 1840
H. - Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Jacob Pattemore to appear before the Honorable the Judges of the Court of Common Pleas within and for the County of Union aforesaid at the Court House in Marysville on the first day of next Term to answer unto Samuel B. Dee in a plea of the case Damages three thousand dollars and have you then there this writ

Witness James H. Gee Clerk of said Court at the Court House in Marysville this 12th day of March A.D. 1840

James H. Gee Clerk.

Union Com Pleas

Samuel B. Dee
vs } Dec
Jacob Parthemore

Filed June 24. 1848
Jas. H. Gill Clerk

discontinued

State of Ohio } Union County Court of Common Pleas
Union County } ss May term 1840

Samuel B Dee complains of Jacob Parthemore in a plea of the case for that whereas the said Samuel B Dee is and always has been a good and faithful and honest citizen of this State and has sustained a fair character among his neighbors for integrity and honesty and has never been guilty or suspected of the atrocious and disgraceful crime of larceny and stealing but the said Jacob Parthemore not ignorant of the premises and contriving and intending maliciously and wickedly to injure and oppress and destroy his character to bring him in to disgrace among his neighbors and to expose him to the penalties of the Law for larceny and stealing did on or about the first day of January A.D. 1840 and on divers other days since at the County of Union aforesaid utter speak publish and declare in the hearing of sundry persons the following false scandalous, slanderous, malicious and defamatory words of and concerning the plaintiff (to wit) By God you did steal my nails and I can prove it by Cook.
By God you (meaning the plaintiff) did steal my (meaning defendants) nails. He (meaning the plaintiff) hooked my ~~nails~~ (meaning defendants) nails, he (meaning plaintiff) stole my (meaning defendants) nails. He meaning plaintiff took (meaning stole) my (meaning defts) nails He (meaning pltff is a thief
By means of speaking, uttering, and publishing which false and scandalous slanderous malicious words the said Samuel B Dee has been greatly injured in his good name and reputation and has been rendered liable to a prosecution for larceny and stealing to the damage of the said Samuel B Dee 3000$. and thereupon he sues &c by H Lawrence his atty

Civil/Domestic Case File

Case No. 1840-CV-0007

No. 40-CV-7

Union Common Pleas Court.

Henry Mathews
Plaintiff,

AGAINST

F O Cheney
Defendant.

OCT TERM. 184 C
OCT TERM. 1840

JUDGMENT VS DEFENDANT
$113 46

Journal 2 Page 263
Record No. 3 Page 440
Ex. Doc. 1 Page 207

U. Com. Pleas

H Matthews
vs
F. O. Cheney

Precipe
Filed March 11-1841
Jas. H. Gill
Clk

Harvey Mathers
vs
Francis & Cheney

In assumpsit
Damages 150 $

issue a summons returnable on the first day of next term Endorse suit Brot to recover the amount of Defendants note of hand given to plaintiff for one hundred and nine dollars on the 11th day of November A.D. 1839. and due on the first day of March 1840 with its interest also for goods sold and delivered &c money had &c

W C Lawrence atty for pltff

Clk Com Pleas
Ll Co Ohio

Mon Com Pleas

H Mathers
vs
F. O. Cheney

Declaration

Filed June 15. 1840
James H. Gillett Clk
Dam 113 $\frac{46}{100}$
cost bill made
Recorded

State of Ohio } Court of Common Pleas May
Union County ss } term 1840

Harvey Mathers Complains of Francis O Cheney in a plea of assumpsit for that whereas the said Francis O Cheney on the 11th day of November 1839 at the County of Union made his promissory note in writing and delivered the same to the said Harvey Mathers and thereby promised to pay the said Harvey Mathers one hundred and nine dollars on or before the first day of March next (meaning next after the date hereof), which period has now elapsed and the said Cheney then and there in consideration of the premises promised to pay the amount of the said note to the said Harvey Mathers according to the tenor and effect thereof:

~~Also for that whereas~~ Yet the said Francis O Cheney hath disregarded his promises and hath not paid the said sum of money or any part thereof, to the ~~said~~ damage of the said Harvey Mather 150 $. And thereupon he brings suit &c

By S. C. Lawrence his atty

$ 109.00

For valiew received I promise to pay Harvey Mathers one hundred dollars and nine dollars onor before the first day of march next

This the 11 day of November AD 1839

Attest John Cheney

Francis O Cheney

Union Com Pleas

Harvey Mather

vs Z No 26

Francis C. Cheney

damages	$113.46
costs	9.48
cont	.41
	123.35

Due Nov 24. 1840 — $124.00

Filed Nov. 26. 1840

Jas. H. Gill Clerk

Sheriff Fees

Service —	$.35
Mileage —	1.00
	$1.35

Levied upon 57 acres of land survey No 9922. (for description see record of Deed from John Cheney to Francis Cheney) & notice of order of Sale. Nov 25. 1840.

M S Beale 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 6th day of October A. D., 1840 Harvey Matthews

recovered against Francis A. Cheney

as well the sum of one hundred and ~~forty six~~ thirteen dollars and forty six cents, for his damages, as the sum of $9.48 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 Francis A. Cheney

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of Oct 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 Harvey Mather

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.

[illegible] advertised the lands described as follows tract 82 acres & 47 poles
more or less Survey No 9922. beginning at an Oak Elm & Beech on E. corner of David Cone
land thence North Correcting the Course 10°55" W 101 poles to 3 beeches thence S 78 W
126 poles & 18 links to a White ash Bel Ash & water Beech thence S 10°55" E. 66 poles to a stake
thence S 68° 30" W. 15 poles & 23 links to a stake in the alley of [illegible] opposite the north East
Corner of lot No 36. thence S. 20 E 34 poles & 19 links to a Sugar Tree Elder & Hickory
thence N 78° E 138 poles to the beginning — Appraised by the Oaths of David
Hank & P Arthur & John Woods at 8$ pr acre advertised Sale to
be Aug 16. 1841 — not sold for want of bidders

Wm W Steele Sheff

Marion Comm. Pleas

Harvey Mathes
vs
Francis O Kenney

Damages	$113.46
Costs	7.48
Amount	1.76
Int	.35

Rec'd this writ May 7. 1841
levied upon 1 Bay Mare 1 Cow
Black 6 years old. & Cow Brindle
4 years old & 2 Calves May 28. 1841
advertised for Sale
June 22. & Sold then for $34.50
& due day. 16. 1841

Thomas W. Steele Shff

Serv	35
Mile	1.00
Bond	.50
Advertising	4.00
Adv	25
	3.00
	1.00

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 Francis A. Cheney to wit 57 acres of land

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 Mathus the sum of $113.46 damages & $9.48 costs

with interest thereon from the Sixth day of October A. D. 1840 until paid. Also, $1.76 increase of costs, which late in our said Court the said Henry Mathus recovered against the said Francis A. Cheney 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 Mathus

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* Seventh *day of* May

A. D. 1841.

James H. Gill Clerk.

No. 22 Page 52

Ex. Docket No 1. Page 52

Harvey Mathews

v

Francis O. Ebeny

Damages	$113.46
Costs	7.48
Interest	12.52
Writ	.35
	12.87

Ex June 22. 1841 $34.50

Recd this Writ Decr 15. 1841
Advertised property Febr
7. 1842 not sold for want
of Bidders
W W Steele Sheff

Filed Feb. 11. 1842
James H. Gill Clerk

Serv	35
Adv.	3.25
	3.60
	12.87
	16.47

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 6th day of October A. D., 1840 Harry Mathus

recovered against Francis O. Cheney

as well the sum of one hundred and thirteen dollars and forty six cents, for his damages, as the sum of $2.48 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 Francis O. Cheney

you cause to be made the damages and cost aforesaid with interest thereon from the 6th day of October A. D., 1840. until paid. Also, the sum of $12.52 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 Harry Mathus

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 December A. D., 1841

Attest: James H. Gill CLERK.

Oct the 30 1841

received of Francis O Chenes three dollars & ~~60~~ sixty eight cents to answer on a judgement now in court in my favor against said Chenes

Harvey Malloy

Aug, 19. 1841

Received of Francis O. Cheney twenty two dollars and Eighty Seven & a half cents on Execution in my favor against said Cheney Harvey Mather

2287
368
26.55

Union Com. Pleas

Henry Mather

vs } Summons

Francis O. Cheney

Serv ——— 35

Copy ——— 15

Mil ——— 100

$1,50

Filed May 4th 1840

Jas. W. Gill. Clk

Suit Brt to recover the amount of Defts note of hand given to plaintiffs for one hundred and nine dollars and the 11th day of November 1839 and due on the 1 day of March 1840 with its interest, also for goods sold and delivered &c money lent &c

M. C. Lawrence atty for Plff

Serd by delivering a certified copy to Deft

R. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Francis O. Cheney to appear before the Honorable the Judges of the Court of Common Pleas within and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto Harvey Mathers in a plea of assumpsit - damages one hundred and fifty dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 12th day of March 1840

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1840-CV-0008

No. 40-CV-8

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

David Chapman et al
Defendant.

OCT TERM, 1840

JUDGMENT VS DEFENDANT
$969 20

Journal 2 Page 264
Record No. 3 Page 423
Ex. Doc. 1 Page 204

Union Com Pleas

Clinton Bank

vs } precipe

David Chapman

James Guy

Abijah Cary

Filed March 17. 1840

James H. Lee Clk

The President & Directors &c
of the Clinton Bank of Columbus
vs
David Chapman
James Guy &
Abijah Cary

Union Com Pleas
Assumpsit
Damages $1800

Issue a Summons returnable to next term on suit brought on a draft drawn by defendants in favor of plaintiffs on J B Mitchell Philadelphia for Eight Hundred & fifty Dollars dated January 9th 1839 payable in five months after date at the Mechanics Bank of Philadelphia also for money had and received & money paid laid out & expended, lent & advanced and money due on an account stated

To James H Gilt Esq
Clk Union C P.
Mch 13th 1840

Forsyth & Gilbert Attys for Pltffs

P.S. If Guy & Cary or Chapman reside out of your County please issue to the proper County or Counties for them. If no one of the three are in your County please inform us forthwith — Yours &c

Yours &c
F & G

over

Suit brought on a note drawn by defendants in favor of plaintiffs on D.B. Mitchell Philadelphia for eight hundred and fifty dollars dated January 9. 1839 payable two months after date at the Mechanics Bank of Philadelphia, also for money had and received &c money paid, laid out & expended and interest & allowances and money due on an account stated

Dunn & Elkins & Alter for plffs

March 25th 1840 Service the within name James Guy & Abijah Cary personally by copy as to Daniel Chapman he is not found in the County

Thos. J. Donaldson Sheriff for
Wm. Warner Sheriff M.C.

Union Com. Pleas

Clinton Bank of Del
vs } Summons
Davies Chapman
James Guy &
Abijah Cary

Sheriff Fees

Mileage	1.00
Service	55
Copies	30
	$1.85

Filed May 12. 1840
Jas. H. Gilliams Clk

R

The State of Ohio Union County ss

To the Sheriff of Madison County Greeting

We command you to summon David Chapman James Guy and Abijah Cary to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the first day of next Term to answer unto The President Directors & Company of the Clinton Bank of Columbus in a plea of a summons Damages Sixteen hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 17. day of March A.D. 1840

James H. Gill Clerk

Union Com. Plead

Clinton Bank of Lov.
vs } Summons
David Chapman
James Guy &
Abijah Cary

Ser — — 75
Ret — — 70
Copy — — 20
$1,65

Filed May 4th 1840
Jo. H. Gill Clk

Suit brought on a draft drawn by defendants in favor of plaintiffs on L. B. Mitchell Philadelphia for Eight hundred & fifty dollars dated January 9. 1839 payable in five months after date at the Mechanics Bank of Philadelphia also for money had and received & money paid laid out & expended, lent & advanced money due on an account stated

Brush & Gilbert attys pltffs

Send by Delinny a certified copy to D Chapman
& Guy & A Cary not found
R Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon David Chapman James Gay and Abijah Gay to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the first day of next Term to answer unto The President Directors Company of the Clinton Bank of Columbus in a plea of assumpsit damages sixteen hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 17th day of March A.D. 1840

James H. Gill Clerk

Union Com Pleas

Clinton Bank

vs } Declaration

David Chapman et al

Narr.

Filed May 19th 1844

Sa. H. Gill Clk

cost bill made

Recorded

P.&G.

David Chapman James Guy Abijah Cary

STATE OF OHIO, Union County, ss. } **COURT OF COMMON PLEAS,** May **TERM, A. D. 1840**

The President, Directors and Company of the Clinton Bank of Columbus

complain of David Chapman James Guy and Abijah Cary

in a plea of assumsit, for that, whereas the said defendants on the ninth day of January A. D. 1839, at the county aforesaid, made their bill of exchange in writing, and directed the same to J. P. Mitchell Esq. Philadelphia and thereby required the said Mitchell to pay to the ~~order of~~ Plaintiffs or order Eight Hundred and fifty dollars at the Mechanics Bank Philadelphia five months after the date thereof, (which period has now elapsed,) and then and there delivered the same to the said Plaintiffs ~~and the said~~ ~~then and there endorsed the same to the plaintiffs~~ and the said Mitchell did not pay said bill, although the same was presented at the said Mechanics Bank Philadelphia for payment on the day when it became due: but the said bill on the day last aforesaid at Philadelphia aforesaid was duly protested for non payment of all which the said defendants then and there had due notice. **And whereas,** the said defendants afterwards, to wit, on the 12th day of June A. D. 1839, at the county aforesaid, in consideration of the premises, then and there promised to pay the amount of said bill to the said plaintiffs, on request—yet they have disregarded their promise and have not paid the amount of said bill or any part thereof; and also, for that, whereas, the said defendants, on the 9th day of January A. D. 1839, at the county aforesaid, made their other bill of exchange in writing, and directed the same to the said Mitchell, Philadelphia and thereby required the said Mitchell to pay to the ~~order of the~~ said Plaintiffs order at the Mechanics Bank Philadelphia Eight Hundred & fifty dollars Five Months after the date thereof, (which period has now elapsed,), and then and there delivered the same to the said plaintiffs ~~and the said~~ ~~then and there endorsed the same to the plaintiffs~~; and the said Mitchell did not pay said bill, although the same was presented at the said Mechanics Bank Philadelphia for payment, on the day when it became due; and the plaintiffs aver that, at the time of the making of said bill of exchange, and from thence until and at the time when the said bill was so presented for payment as aforesaid, the said Mitchell had not in his hands any effects of the defendants, nor had he received any consideration for the acceptance or payment by the said Mitchell of the said bill of exchange, nor have the defendants sustained any damage by reason of his not having notice of the non-payment by the said Mitchell of the said bill of exchange. Of all which, the said defendants on the 12th day of June A. D. 1839, had notice. **And whereas,** the said defendants afterwards, to wit, on the 12th day of June A. D. 1839, at the county aforesaid, in consideration of the premises, promised to pay the amount of said bill to the plaintiffs on request; yet they have disregarded their promises, and have not paid the amount of said bill or any part thereof. And also, for that the defendants on the first day of July A. D. 1839, at the county aforesaid, ~~were~~ were indebted to the plaintiffs in five thousand dollars for money then and there lent by the plaintiffs to the defendants at their request; and in five thousand dollars for money then and there paid by the plaintiffs for the use of the defendants at their request; and in five thousand dollars for money then and there received by the defendants for the use of the plaintiffs; and in five thousand dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them. And the defendants afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money in this count mentioned, to the plaintiffs on request; yet they have disregarded their said promises and have not paid any of said moneys or any part thereof; all which is to the damage of the said plaintiffs Sixteen Hundred dollars, and therefore they sue, &c.

By Brush & Gilbert their Atty's

Union Com. Pleas

Clinton Bank

vs } No 19

Page 45

David Chapman

James Guy &

Abijah Cary

Damages $969.40

costs 12.24½

Writ case .76

Writ .41

Recd this writ Apl 24. 1841

levied upon 5 cows, 3 yoke of Oxen
4 yearling Calves 6 head of horses
10 stacks Hay — May 31. 1841,

Recd of Deft Chapman
J E Jeffries Cashr &c. Receipt
Dated July 15. 1841. for $400.00
also order to stay Execution
July 17. 1841

W W Steele Sheriff

Filed July 17. 1841

Jas H Lee Clk

Serv 35
Mile 60
Bond 50
1.45

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 Sixth day of October A. D., 1840 The President Directors &c of the Clinton Bank of Columbus

recovered against David Chapman James Guy & Abijah Cary

as well the sum of nine hundred and sixty nine ——— dollars and ninety cents, for their damages, as the sum of $12.24 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said David Chapman James Guy and Abijah Cary

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 $0.16 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President Directors &c of the Clinton Bank of Columbus

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

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

Attest: Jas. H. Gill CLERK.

Cr $125. with Interest from Oct 29. 1839
Cr 304.50 Dec 4 1840 per Sheriff's Receipt

Franklin Bank of Columbus

vs

D Chapman & others.

} Union Cir. Ct.
Judgt. &

Recd of Dr. Chapman on the above
= Four hundred Dollars. July 15. 1841. —

$400.

J. E. Jeffers Atty
(Cashr.)

Union Com. Pleas

Clinton Bank of Ala.

vs } No 19

Davis Chapman
James Guy &
Abijah Cary

damages	$969.20
costs	12.24½
int	.41
	982..55

Cr. on this Execution 125. $ with interest from Oct 29. 1839 —

Cr By pltffs receipt 304..50 —
Decr 4 1844 —

Mile	60
Service —	35
	1.45

Filed April 3. 1841.80
Thos H Fitzgerald Clk

Ordered by pltffs to return without service apl 03rd 1841 W W Stark Shff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 6th day of October A. D., 1840 The President Directors & Co of the Clinton Bank of Columbus

recovered against David Chapman James Guy & Abijah Cary

as well the sum of nine hundred and sixty nine dollars and ninety cents, for their damages, as the sum of $12.24½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said David Chapman James Guy & Abijah Cary

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October 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 The President Directors & Co of the Clinton Bank of Columbus

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this Sixteenth day of Oct. A. D., 1840

Attest: James H. Gill CLERK.

Filed July 4th 1843
John Cassil Clerk

Union Common Pleas.

Clinton Bank
vs.
David Chapman et al.

Damages,	$969.90
Costs,	12.24½
Increase,	8.30
This writ,	0.41

a. Oct. 29, 1839	$125.00
" Dec. 4, 1840,	304.00
" July 15, 1841,	400.00
	$829.00
	$140 90

Rec'd this Writ May 15th 1843.
Advertised property for Sale
July 1st 1843. but not sold for
want of bidders
M. W. Sleel Sheriff

Fees	35
Mile	120
Advtg.	1.25
	2.80

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, to wit: 5 cows, 3 yoke of oxen, 4 yearling calves, 6 head of horses, 10 stacks of hay, levied upon as the property of David Chapman, James Gay & Abijah Carey,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the Clinton Bank of Columbus,
the sum of $969.90 Damages, & $12.21½ costs,

with interest thereon from the 6th day of October, A. D. 1840, until paid,
Also, $ 8.30 increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said

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

Hereof fail not at your peril, and have then there this writ.
Witness, John Cassil, Clerk of said Court, at the court-house aforesaid, this 13th day of May, —
A. D. 1843.

John Cassil, Clerk.

Union Common Pleas.

Clinton Bank
vs.
David Chapman et al.

Judgment,	$969.90
Costs,	12.24½
Increase,	5.89
Writ.	0.41

Int.-Oct. 29, 1839.	$125.00
" Dec. 4, 1840,	304.00
" July 15, 1841.	400.00

Apl. 10

Rec'd this writ March 1st 1843. Advertised property for Sale Apl. 10. 1843. Not Sold for want of bidders April 10. 1843.
W W Stockstill

Serv	35
Mile	50
Advtg	1.25
	2.10

Filed April 11th 1843
John Cassilleth

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, to wit: 5 cows, 3 yoke of oxen, 4 yearling calves, 6 head of horses, 10 stacks of hay, levied upon as the property of David Chapman, James Guy & Abijah Case,

which, according to our commands, you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The Clinton Bank of Columbus,

the sum of 969.90 Judgment, and $12.24½ costs, — —

with interest thereon from the 6th day of October, A. D. 1840, until paid.

Also, $5.89, — increase of costs, which late in our said Court the said Clinton Bank of Columbus recovered against the said David Chapman, James Guy & Abijah Case,

as of record is manifest. ~~And if in your opinion 'no 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 Plaintiff.

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

Witness, ~~Ivers H. Gatz~~ John Case, Clerk of said Court, at the court-house aforesaid, this 1st day of March, A. D. 1843.

John Case, Clerk.

Union Common Pleas.

Clinton Bank
vs.
David Chapman et al.

Judgment	$969.90
Costs,	12.24½
Increase,	5.48
Writ,	0.41

Cr. Oct. 29, 1839,	$125.00
" Dec. 4, 1840,	304.50
" July 15, 1841,	400.00

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 sixth day of October, A. D, 1840, The President, Directors and Company of the Clinton Bank of Columbus,

recovered against David Chapman, James Guy, and Abijah Cary,

as well the sum of nine hundred and sixty nine dollars and ninety cents, for their damages, as the sum of $12.24½ for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said David Chapman, James Guy & Abijah Cary,

you cause to be made the damages and cost aforesaid with interest thereon from the Sixth day of October, A. D., 1840, until paid. Also, the sum of $5.48, the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said President, Directors & Co. of the Clinton Bank of Columbus.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this 20th day of January, A. D., 1843.

Attest: John Cassil, CLERK.

Ex. Docket No 1 Page 45

Clinton Bank

v

David Chapman
James Guy and
Elijah Cary

Judgment $969.90
costs 12.24½
Interest 2.62
Exit .41

Cr Oct 27. 1839. $125.00
" Dec 4. 1840 304.50
" July 15. 1841 400.00

Recd this writ Jany 29 1842 advertising property for Sale Apl. 11th 1842 not sold for want of Bidders W M Steele Shff

Filed Apl 13. 1842
Fas W Steele

Serv	35
Mile	60
Bond	50
advty	1.00
	2.45

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 Sixth day of October A. D., 1840 The President & Directors and Co. of the Clinton Bank of Columbus

recovered against David Chapman James Guy & Abijah Cary

as well the sum of nine hundred and fifty nine dollars and ninety cents, for their damages, as the sum of $12.24 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said David Chapman James Guy & Abijah Cary which you have been and which you remain and stand as you have entitled you cause to be made the damages and cost aforesaid with interest thereon from the Sixth day of October A. D., 1840. until paid. Also, the sum of $. 82 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said The President & Directors Co of the Clinton Bank of Columbus

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

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

Attest: James H. Gill CLERK.

Rec'd the writ Dec. 1. 1843. advertised the property to be sold on the 19. day of March 1844. – according to the statute in such case made & provided, Pent no sale for want of bidders,

N. Wittel Sheriff

Union Com Pleas Ex doc No 2100

Clinton Bank
vs
David Chapman
James Guy &
Abijah Carey

Damages	$969.90
Costs	12.24½
Inorean	11.57
Writ	.41

Cr Oct 29. 1839	$125.00
Dec 4 - 1840	304.00
July 15th 1841	400.00
	$829.00
	$140.90

Lev	.35
Mil	.60
Cedis	.25
	1.20
Pd fee	1.00
	2.20

Filed April 9. 1844
John Cryfil
Clerk

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

We command you to expose to sale those goods and chattels, to wit: 5 cows, 3 yoke of oxen, 4 yearling Calves, 6 head of horses, 10 stacks of hay levied upon as the property of David Chapman James Guy & Abijah Carey

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy the Clinton Bank of Columbus the sum of Nine hundred and Sixty Nine dollars and Ninety ——— cents, for their damages, together with $ 12.24½ ——— for ~~his~~ their costs, with interest thereon from the 8th day of October A. D. 1840 until paid, which late in our said Court the said Clinton Bank of Columbus recovered against the said David Chapman James Guy & Abijah Carey as of record is manifest. Also, $ 11,51 ——— increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Clinton Bank of Columbus

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

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

John Cassil CLERK.

Rec^d this writ May 2. 1844. Advertised the property according to law and offered it for sale on the 27. day of June 1844 but made no sale for want of bidders

N. W Steele Sheff

Union. Com. Pleas. 2 100

Clinton Bantz
vs
D Chapman et als

Damages	$969.90
Costs	12.24½
Interest	14.12
This Writ	.41

Cr

Oct 29. 1839	$125.00
Decr 4 - 1840	304.00
July 15th 1841	400.00

A.

Fee	35
Bond	50
Mile	.60
Adv	25
	1.70
Pr. fee	1.00
	2.70

Filed July 2d 1844
John Lassie Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels of David Chapman. James Guy and Abijah Cary, to wit; 5 Cows, 3 yoke of oxen, 4 yearling calves 6 head of horses & 10 Stacks of Hay

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus the sum of Nine Hundred and sixty nine dollars and Ninety —— cents, for their damages, together with $ 12.$\frac{24\frac{1}{2}}{100}$ for their costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said President Directors and Company of the Clinton Bank of Columbus recovered against the said David Chapman. James Guy. and Abijah Cary as of record is manifest. Also, $ 14.$\frac{12}{100}$ —————— increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said President Directors & Company of the Clinton Bank of Columbus

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

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

John Cassil CLERK.

204

Clinton Bank
vs
David Chapman & others

Damage $969.90
Costs 12.34½
Increase 18.28
Writ .41

Fees
Oct. 25. 1839. $125.00
" Dec. 4. 1840 - 304.50
" July 15. 1841 - 402.00
" May 28. 1847 - 15.00

Filed August 15th 1849
James McCready Clk

Received this writ June 15. 1849. The property levied on being (in my oppinion) sufficient to satisfy this writ: therefore advertised the within described property for sale, by publication in the Argus a newspaper published and in general circulation in Union County for at least ten days previous to the day of sale in pursuance of said notice I afterwards, to wit: on the 8th day of August 1849 between the legal hours of 10. o'clock A.M. & 4. o'clock P.M. offered said property for sale by public outcry on the farm of James Gray and sold to, Wm W. Brown 5 cows for the sum of $51.00. 3 yoke of Oxen for $51.00. 4 yearling calves for $16.50. 1 horse $25.50. 1 horse $25.00. 1 horse $25.00 1 horse $31.00. 1 horse $5.00. & 1 horse $35.00 he being the highest and best bidder therefor, amounting in all to $265.00. received of James Gray a receipt dated June 17. 1848 signed by D.W. Deshler Cr for $227.57 in full of the Judgment on which this writ issued. except costs of suit, also one receipt in full for costs up to July 17. 1841 signed by W.W. Steele. also one other receipt in full for costs to May 28th 1847 signed by John Cassil Clerk, which are herewith filed,

Fees — Mileage 1.20
advertising .25
Dr fee 1.00
service .35
Poundage 5.30 = $8.10

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~~ Goods & Chattels of David Chapman. James Guy and Abijah Carey Towit. 5 Cows. 3 yoke of Oxen 4 Yearling Calves & 6 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 The President Directors & Company of the Clinton Bank of Columbus the sum of Nine Hundred & Sixty Nine - - - - - - dollars and Ninety cents for their - - ~~for~~ - damages, together with $12.24½ for their costs, with interest thereon from the 6th day of October A.D. 1840 until paid, which late in our said Court the said President Directors & Company of the Clinton Bank of Columbus. recovered against the said David Chapman. James Guy and Abijah Carey as of record is manifest. Also, $ 18.28 - - - - increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick for, Clerk of said Court at the Court House in Marysville, this 16th day of June A.D. 1849

James Kirkpatrick for Clerk.

Ex Docket Page 204

Clinton Bank
vs
David Chapman
James Gray
abijah Leary

Damage	$969.90
Costs	12.24½
Increase	17.87
Writ	.41

Cr Oct. 29. 1839	$125.00
" Dec 4. 1840	304.50
" July 15. 1841	400.00
" May 28. 1847	15.00

Recorded

Received this writ May 18. 1848. Duly advertised the within described property for sale (except the stay which was said to be for the stack aforesaid) for sale on the 25th day of June 1848. Afterwards found that the 25th came on Sunday therefore did not offer for sale.

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~~ Goods & Chattels of David Chapman to wit.
5 cows 3 yoke of Oxen. 4 yearling Calves
6 head of Horses. and 10 Stacks of Hay.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy The President Directors and Company of the Clinton Bank of Columbus the sum of Nine Hundred and Sixty nine — dollars and ninety cents for their ~~the~~ damages, together with $12,24½ for their costs, with interest thereon from the 6th day of October A.D. 1840 until paid, which late in our said Court the said President Directors & Company of the Clinton Bank of Columbus recovered against the said David Chapman, James Guy & Abijah Carey, as of record is manifest. Also, $17,87 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Clinton Bank

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 19th day of May A.D. 1848

John Cassil Clerk.

Pa ~~Bdly~~

COLUMBUS
JAN
18
O.

PAID

Single

Clerk Comt Com Pleas

Marysville
Union Co
O.

Rec'd Jan 20, 1843.
John Cathcart,
Clerk.

Christian Bank
v
Dr Chatterton & Ors

Union CP
Issue Exmn
Bruce & Gillett
Agts.
Lay 17th 1843.

Clk Union CP.

£3. 4s
.. 4d
2. 4s
2. 6d
.. 2

Civil/Domestic Case File

Case No. 1840-CV-0009

No. 40-CV-9

Union Common Pleas Court.

Matthew J. Gilbert.
Plaintiff,

AGAINST

Margaret Wood
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$206 66

Recorded &
Indexed,

Journal	2	Page	299
Record No.	3	Page	480
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Union Com Pleas

M. J. Gilbert & ux

vs

Marquis Wood

Nam Ins & Confessed

Debt $191.82

Dam $14.84

Confessed J. W. Andrews

Ally Deft

Cost bill made

Recorded

Dr G. Smith

State of Ohio, Union County Court of Common Pleas, of the Term of ~~October~~ March — One Thousand Eight Hundred and forty one —

Union County, ss.

Matthew J. Gilbert who sues for the use of Orban and Hogan _____ Plaintiff by Brooks Gilbert Attorney, complain of Marquis Wood

Defendant of a plea, that he render to the said Plaintiff the sum of One Hundred and Ninety One Dollars and Eighty two Cents, of lawful money of the United States, which he owes, and unjustly detain from him For that, whereas, the said Defendant

Heretofore, to wit: on the 1st day of February One Thousand Eight Hundred and forty at the said 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 shown to the Court, the date whereof is the day and year aforesaid for value recieved promised to pay the plantiff or order One Hundred and Ninety one dollars and Eighty two cents with interest from January 1. 1840 five months after date which period has now elapsed —

yet the said Defendant (although often requested so to do,) hath not

paid the said sum of One Hundred Ninety one Dollars and Eighty two _____ Cents, above demanded, or any part thereof, to the said Plaintiff but has hitherto wholly neglected and refused, and still neglects and refuses so to do.

AND WHEREAS, also, the said Defendant afterwards, to wit, on the 10th day of August in the year of our Lord One Thousand Eight Hundred and forty 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 money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant 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 do neglect and refuse, to the damage of the Plaintiff One Hundred Dollars, and therefore he brings suit, &c.

Brooks Gilbert *Attorney for Plaintiff*

M. J. Gilbert
for Osban & Hogan
vs } Indst note
$191.82
Marquis Wood
due 3rd August 1840

For value received I promise to pay Mathew J. Gilbert, for the use of Osban & Hogan, or order the sum of one hundred & ninety one dollars, eighty two cents, with interest from the 9th of January 1840 – five months after date & I hereby authorize any Attorney at law of the State of Ohio, or elsewhere, to appear in any Court of Record in the State of Ohio, or elsewhere and for me and in my name to waive the issuing & service of process and notice, and confess a judgment against me for the amount of the above obligation & interest & costs, when the same shall become due, in favor of the holder thereof, and to release all error and receive all right of appeal – Witness my hand & Seal this 1st day of February A.D. 1840 –

Marquis Wood (Seal)

Marquis Wood
Tobacco $171.82
Osborne & Bogan

Maximilian Lead
Petersburg Va.

Mr Marquis Wood

To Olson & Hogan Dr

1837 May 20	by Trade per Bills	235,51
July 24	by Trade per Bills	47.15
Sept 28	do " "	75,99
1838		
May 23	by Trade per Bills	140.50
Sept 4	do " "	61.17
		$560,32

Cr

1837			
June	by Cash —	47.00	
May 20	do —	53	
Sept 27	"	130.00	
1838			
May 23	do —	76,50	
Sept 3	do —	70.00	376.50
			$191.82

Dr Interest from Jan 1st 1839

West Liberty, Logan Co Ohio
8 miles from Belfontaine

Albert G Olson
David M Hogan } the subscribing

Marquis Mood

ads.

M. J. Gilbert for the use of Osborn & Hogan

} Union Com. Pleas April Term 1841

And the said Defendant comes and says that he cannot gainsay the action of the said Plaintiff but confesses that he does owe, and is indebted unto the said Plaintiff in the sum of one hundred & ninety one Dollars, and eighty two — Cents, and that the Plaintiff has sustained damage by reason of the detention thereof at fourteen ——— Dollars, and eighty four — Cents, and by virtue of a power of Attorney for that purpose, executed by Defendant judgment is confessed for the said sum of one hundred and ninety one ——— Dollars, and eighty two — Cents, debt, and the said sum of fourteen ——— Dollars, and eighty four ——— Cents damages, and all error is released, and all right and benefit of appeal waived.

John W Andrews

Attorney for Defendant.

Union Com. Pleas

M. P. Gilbert for use

vs } No 1

Marquis Wood

Debt	$ 101.82
damages	14.84
costs	7.81
writ	.40

Recd this writ apl 24. 1841

Made Aug 18. 1841 $115.40

W W Stule Shff

Levie	35
Mile	5
Bond	2.20

Filed Aug. 18. 1841

Nat. H. Ellwelle

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 fourteenth day of April A. D., 1841 M. J. Gilbert for the use of Osborn and Hogan

recovered against Marquis Wood

as well the sum of one hundred & ninety one & 82/100 Dollars Debt & one fourteen — dollars and 84/100 cents, for his damages, as 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 chattels, and for want thereof, of the lands and tenements of the said Marquis Wood

you cause to be made the damages and costs aforesaid, with interest thereon from the fourteenth day of April A. D., 1841, until paid. Also, the sum of $ 6.40 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 M. J. Gilbert for use

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 20th day of April A. D., 1841

Attest: Jas. H. Gill CLERK.

M. J. Gilbert for use

vs. } Fi. fa.

Marquis Wood

Debt	$171.82
Damages	14.84
costs	7.81
writ	.41

To August Term 1841.

Deft is at Utica

Filed July 26. 1841

Nat. H. Gill Clerk

.25 postage

April 24th 1841 Rec'd this writ

No goods or chattels found or tenements found to Levy on

(Deft not found in my Bailiwick)

C. Corning Shff

The State of Ohio, Union County, ss:
To the Sheriff of ~~said~~ Licking 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 – Matthew J. Gillett for Osborn & Hogan recovered against Marquis Mood, the sum of one hundred and ninety one Dollars and eighty two cents for his debt ~~as well the sum of~~ and the sum of fourteen dollars and eighty four cents, for his damages, as 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 Marquis Mood

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 $ 41cts 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 14th
day of April A. D. 1841
TEST: James H Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0010

No. 40-CV-10

Union Common Pleas Court.

John A Bryan
Plaintiff,

AGAINST

Joseph, G Phifer
Defendant.

APR TERM. 1841

JUDGMENT VS DEFENDANT
$576 62

Recorded & Indexed.

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Union Com. Pleas

John A. Bryan

vs. } Narr.

Joseph C. Phifer

Filed May 19th 1840

Jas. H. Fife Clk

Costbill made

Recorded

State of Ohio, Union County Court of Common Pleas, of the Term of May One Thousand Eight Hundred and forty.

Union County, ss.

John A. Bryan Plaintiff in this suit, by Brush & Gilbert his Attorneys complains of Joseph C. Thifer

Defendant in this suit, of a plea of trespass on the case, upon promises, &c. For that, whereas, the said defendant

Heretofore, to-wit: on the 23 day of August One Thousand Eight Hundred and thirty nine at Liberty Township in the county of Union and State of Ohio, and within the jurisdiction of this Court, made his certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there, on or before the first day of January thence next ensuing, for value received, promised to pay the said Plaintiff or order, Five hundred and twenty five dollars, with interest, payable at the City of Columbus, without defalcation and then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Liberty Township aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

AND WHEREAS, also, the said Defendant afterwards, to wit, on the first day of April in the year of our Lord One Thousand Eight Hundred and forty in the county aforesaid, was indebted unto the Plaintiff in the further sum of Seven 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 Seven 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 Seven hundred Dollars, for so much money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant at his request; also in the further sum of Seven 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 Seven 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 one thousand Dollars, and therefore he brings suit, &c.

Brush & Gilbert
Attys for Plff

Suit brought upon a promissory note executed by defendant to plaintiff for $525. dated August 23. 1839 and payable on or before the first day of January 1840: also for goods sold and delivered, work and labor done, money lent & advanced, paid laid out and expended, had and received and upon an account stated".

Brush & Gilbert
Attys for Pltff

I am good for costs in this case
Lewis Phelps

Serv by delivering certified copy to Defendant
W Clark Sheriff

Court. Com. Pleas May Term. 1840.

John A. Bryan
vs } Summons
Joseph C. Phifer

Ser	35
Med	50
Copy	15
	$1,00

Filed May 11th 1840
Sal. H. Gill. Clk

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Joseph C. Pheifer to appear on the first day of our next Term

~~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 A. Bryan

in a plea of Assumpsit Damages One thousand Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 22d day of April A.D. 1840.

Jas. H. Gill. CLERK.

Court Com. Pleas May Term. 1840

John A. Bryan
vs } Precipe
Joseph C. Phifer

Filed April 22nd 1840

Jas. H. Gill Clerk

John A. Bryan } Union Com. Pleas
vs. } Assumpsit
Joseph C. Phifer } Dam. $1000

Issue a summons returnable next term, and endorse; Suit brought upon a promissory note executed by defendant to plaintiff for $525, dated August 23rd 1839 and payable on or before the 1st day of January 1840, also for goods sold & delivered, work & labor done, money lent & advanced, paid, laid out and expended, had & received and upon an account stated, April 18th 1840 -

Brush & Gilbert
attys for Pltff

James H. Gill
Clerk.

Union Com. Pleas

Nathan A. Bryan

vs } No 7
page 78

Joseph C. Phifer

Damages $576.62½
Costs 9.17
Writ .40

Recd this writ Apl 24. 1841

No property found whereon to levy July 28. 1841

W W Steel Shff

Filed August 6. 1841

James H Gee Clerk

Service — — — 35
Mil — — — — 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 fourteenth day of April A. D., 1841 John A. Bryan

recovered against Joseph C. Phifer

as well the sum of Five hundred seventy six dollars and Sixty two & a half cents, for his damages, as the sum of $9.11 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 Joseph C. Phifer

you cause to be made the damages and costs aforesaid, with interest thereon from the fourteenth 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 John A. Bryan

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.

Union Common Pleas

John A. Bryan
vs
Joseph C. Phifer

Costs	$9.17
increase	18.19
Writ	41

Filed Oct 4th 1844
John Cassil
Clerk

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 John A. Bryan was plaintiff, and Joseph C Phifer was defendant, the costs of the said Bryan were taxed at nine dollars seventeen 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 John A. Bryan 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 $18,19 increase cost 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 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 2nd day of October A. D. 1841

John Cassil CLERK.

John A. Bryan
vs
Joseph C. Phifer

Costs	$ 9.49
Increase	11.28
Writ	.41

Filed Oct 4th 1844
John Cassil Clerk

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 John A. Bryan was plaintiff, and Joseph C. Phifer was defendant, the costs of said John A. Bryan were taxed at nine dollars forty nine 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 John A. Bryan 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 $11.28 increased costs 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 2nd day of Oct A. D. 1844

John Cassil CLERK.

Union Com. Pleas

John A. Bryan

vs } P.78 No 7

Joseph C. Phifer

damages	$576.62½
costs	9.17
Incurr	1.41
cost	35

Rec'd this writ Sept 1. 1841 levied in Conjunction of another Execution of Jno A Bryan v Joseph C Phifer - upon 300 acres of land east end of a 500 acre tract recently sett off to Jno A Bryan in a partition in Union Com pleas of Bryan vs E S Drake - Sal Survey No 56. 35 - not advertised for want of Printers fee
Oct 22 1841. W W Stark Sheriff

Service	35
Mileage	.85

Filed Oct. 25. 1841 $1.20
Jas. H. Lee Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the fourteenth day of April A. D., 1841 John A. Bryon

recovered against Joseph C. Phifer

as well the sum of Five hundred and seventy six dollars and sixty two & a half cents, for his damages, as the sum of $9.17 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 Joseph C. Phifer

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 $1.41 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 John A. Bryon

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of August A. D., 1841

Attest: James H. Gill CLERK.

Union Com Pleas

John A. Bryon
vs } P. 18
No 8
Joseph C. Phifer

damages	$576.62½
costs	9.49
Increase	1.41
writ	35

Recd this writ Sept 1. 1841
Levied upon 300 acres
East end of a 500 acre
tract recently set off to
Jno A Bryant in a partition
in Union Com pleas, of Bryon
vs E. F. Drake, et al, Dower
No 5635 – there being no
personal property found
whereon to levy. Oct 22. 1841
not advertised for want of
Printer fee. Oct 22. 1841

W W Steele Sheff

Service	35
Mileage	85
	120

Filed Oct 25. 1841
Jas H Gillespie 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 fourteenth day of April A. D., 1841 John A. Bryan

recovered against Joseph C. Phifer

as well the sum of Five hundred and seventy six dollars and Sixty two & a half cents, for his damages, as the sum of $ 7.49 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 Joseph C. Phifer

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 $ 1.41 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 John A. Bryan

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 26th day of August A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Wm A. Bryan
No 8
vs
Page 77
Joseph C. Phifer

Damages — $576.62½
Costs 9.47
Writ .41

Recd this writ. April 26. 1841
No property found whereon to levy July 28. 1841
W W Stockshuff

Filed August 16. 1841
James H Gill Clerk

Service — — — — 35
Mil — — — — 65
141

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 fourteenth day of April A. D., 1841 John A. Bryan

recovered against Joseph C. Phifer

as well the sum of Five hundred seventy six dollars and sixty two & a half cents, for his damages, as the sum of $7.47 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 Joseph C. Phifer

you cause to be made the damages and costs aforesaid, with interest thereon from the fourteenth day of April A. D., 1841, 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 John A. Bryan

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: Jas. H. Gill CLERK.

Union Common Pleas.

John A. Bryan
vs.
Joseph C. Shifer.

Damages —	$576.62½
Costs	9.49
Increase —	10.47
Writ. —	0.41

Credit.

1842. March 22 $91.67
Recd this writ Nov. 19. 1842
Advertised property for
Sale March 25. 1843
Stayed by injunction
March 25. 1843
W W Steele Sheff

Sew —	35
Mile	.05
	40

Filed March 27th 1843
John Cassil Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands and tenements of ~~John A. Bryan~~, Jos. C. Shifer,

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 ~~Joseph C. Shifer~~, John A. Bryan the sum of $576.62½ and $9.49 costs,

with interest thereon from the 14th day of April, A. D. 1841, until paid. Also, $ 10.47 increase of costs, which late in our said Court the said ~~Shifer~~ Bryan recovered against the said ~~Bryan~~, Shifer,

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 ~~Shifer~~ Bryan

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

Witness, ~~Lucius H. Gill~~, John Cassil, Clerk of said Court, at the court-house aforesaid, this 19th day of November, A. D. 1842.

John Cassil, Clerk.

Ex Dog No 1 page 78

Union Common Pleas.

John A. Bryan
vs.
Jos. C. Phifer.

Damages, — $576.62½
Costs, — 9.17
Increase, — 14.13
Mit, — 0.41

Credit,

Pd. except costs.
Recd this writ Nov. 19. 1842
Advertised Property
for sale March 25.
1843. Stayed by Injunc-
tion March 25. 1843.
W W Steele Sheriff

Serv. 35
Title 05
Advtg. 3.25
3.65

Filed March 27th 1843
John Cassil Clerk

Delivery made on Execution, of Ins. & Bryan vs J. C. Phifer in ~~Injunction with this Cause~~ — on 100 acres of land known No 3480 — on the 6th April 1842, ~~Deed~~ which this is also lined subject to said levy.

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 Joseph C. Shifer,

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 John N. Bryan the sum of $576.62½, damages and $9.17 costs,

with interest thereon from the 14th day of April, A. D. 1841, until paid. Also, $ 14.13 increase of costs, which late in our said Court the said Bryan recovered against the said Shifer,

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 Bryan.

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 19th day of November, A. D. 1842.

John Cassil, Clerk.

SHERIFF'S SALE.

I WILL offer for sale at the door of the Court House in Marysville, on the *21st day of March, A. D.* 1842, between the hours of 10 o'clock A M. and 4 o'clock P M.

Joseph C Phifer's interest in 300 acres of land, survey No 5635, as set forth in title bond from John A Bryan to J C Phifer, being that tract set off to the said Bryan in partition in Union Com. Pleas of John *A* Bryan vs E F Drake et al.

Taken to satisfy 2 executions in favor of said Bryan vs J C Phifer

W W STEELE, Sheriff.

State of Ohio, Union County ss—

Personally appeared J. E. Wilson Printer of the Union Gazette, a newspaper, printed and in general circulation in said County of Union who being duly sworn saith, that the annexed advertisement, was regularly published, in the above named paper for more than thirty days successively, prior to the 21st day of March A. D. 1842, the day of the sale of said lands—

James E. Wilson

Sworn to and subscribed before me, this 26th day of April A. D. 1842.

James Turner, J P

Execution No 101 Page 78

John A. Bryan

vs

Joseph C. Phifer

Damages $516.62½

Costs 2.17

Accrued 2.96

.35

Received Nov 17. 1841

Advertisement ~~[illegible]~~

The land by the oath of David Mountsorrel, Sophia Inscy & Hog. David at $3.50 per acre

Advertised the same for sale, March 21. 1842

Sold to Jno A Bryan for $2.33½ per acre March 21. 1842

Judgment rec'd in full $600.83 + 091.67 interest from 4 Nov 1841 Confirmation from Jno A Bryan

Since 4 Nov 1841 interest 38

Advertising 70

Sales 3.25

Deed 1.00

Acknl 1.50

6.80

No costs received

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 Joseph C. Phifer
to wit 300 acres of land East end of a 500 acre tract
set off to Jno A. Bryan on part of Bryan vs Drake & Co
No 5635

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 John A. Bryan

the sum of $576.65 damages & $9.17 costs

with interest thereon from the 14th day of April A. D. 1841 until paid.
Also, $2.96 increase of costs, which late in our said Court the said Jno A. Bryan recovered against the said

Joseph C. Phifer

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 Bryan

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

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

A. D. 1841.

James H. Gill Clerk.

Filed July 9. 1842
Jas. H. Gill Clerk

Ex Docket No 1 Page 77

John A. Bryan

v

Joseph C. Thifer

Damages $76.62½
costs 9.49
Increase 2.77
Int 9.11

Ex March 21. 1842
$374.67

Rec'd this writ May 23/42
~~[illegible]~~
Appraised said property by the oaths of Nathan Raymond Israel Lockwood & David Wood & at Eight dollars per Acre
Advertised the same for sale July 9. 1842. Not Sold for want of bidders
W W Steele Shff

Levy	35
Inquest	1.50
appr	1.50
Advty	3.25
Sale July 9.	6.10

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 14th day of April A. D, 1841 John A. Bryan

recovered against Joseph C. Phifer

as well the sum of Five hundred & Seventy Six dollars and 62p cents, for his damages, as the sum of $9.49 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 Joseph C. Phifer which you have levied and which remain unsold as you certify to our said Court you cause to be made the damages and cost aforesaid with interest thereon from the 14th day of April A. D., 1841. until paid. Also, the sum of $2.77 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 A. Bryan

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23d day of May A. D., 1842

Attest: James H. Gill CLERK.

Bryan J. A.
v
J. C. Thiefer
appearance
filed July 9. 1862
Jas. H. Gillette

We the undersigned being called upon by Mr W Steele Sheriff of Union County Ohio to appraise 100 acres of land more or less Survey No 3480. Beginning at three sugar trees in the south line of David Duncans Survey No 3444 thence S. 10° W 228½ poles to a stake thence 83° 50" W 70 poles to a stake thence N 10° E 22½ poles to a stake in the south line of David Duncans Survey thence 88 3° 50" E 70 poles to the Beginning taken in Execution at the suit of Jno A Bryan vs J. C. Phifer. After being duly sworn upon actual view we do appraise said land at Eight dollars pr Acre given under our hands & seals this seventeenth day of June AD 1842

Nathaniel Raymond (Seal)
Israel Lockwood (Seal)
David Wood Sr (Seal)

levied april 6. 1842 upon 100 acres Survey No 3480.
bounded as follows. Beginning at ~~a Stake the~~ 3 ~~Hickory~~
~~& Ligus the~~ Sugar trees in the South line of David Duncans
Survey No 3444 thence S 10° W 228½ poles to a Stake
thence N 83° 50 W 70 poles to a Stake thence N 10 E
228½ poles to a Stake in the S line of D Duncans Sur-
vey thence S 83° 50 E 70 poles to the beginning. Containing
100 acres more or less. Not sold for want of time

Wm W Steele Sheff

SHERIFF'S SALE.

I WILL offer for sale at the door of the Court House in Marysville, on the 21st day of March, A. D. 1842, between the hours of 10 o'clock A M. and 4 o'clock P M.

Joseph C Phifer's interest in 300 acres of land, survey No 5635, as set forth in title bond from John A Bryan to J C Phifer, being that tract set off to the said Bryan in partition in Union Com. Pleas of John A Bryan vs E F Drake et al.

Taken to satisfy 2 executions in favor of said Bryan vs J C Phifer

W W STEELE, Sheriff.

State of Ohio Union County ss Personally appeared J. E. Wilson, printer of the Union Gazette a newspaper printed and in general circulation in said County of Union, and being duly sworn, says, that the annexed advertisement, was regularly published, in the above named paper, for more than thirty days successively, prior to the 21st day of March A. D. 1842, the day of the sale of said land

James E. Wilson.

Sworn to and subscribed before me, this 26th day of April A. D. 1842.

James Irwin J P

Ex Docket No 1. Page 79

John A. Bryan
vs
Joseph C. Phifer

damages $576.62½
Cost 1.69
Interest 2.76
writ .35

Rec'd this writ Nov 17 1841
Advertised for sale March 21 1842
Sold to Jno A Bryan for
$2.33⅓ he being the highest
bidder at the sale
$100 1.67
Filed April 27 1842
Satisfied in full

Serv 35
Mile 70
Crier 3.25
Inquest 1.00
Advert 1.50
$6.80

No costs received

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 Joseph C. Phifer to wit 300 acres of land east end of 500 acre tract set off to John A. Bryan in Partition in case of John A. Bryan vs E. H. Drake et al. No. 5635

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 John A. Bryan the sum of $576.62 Damages and $2.47 costs

with interest thereon from the 14th day of April A. D. 1841 until paid. Also, $2.96 increase of costs, which late in our said Court the said John A. Bryan recovered against the said Joseph C. Phifer 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 Jno. A. Bryan

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

Witness, JAMES H. GILL, *Clerk of said Court, at the court-house aforesaid, this* 17th *day of* November A. D. 1841.

James H. Gill Clerk.

Ca. Docket No. 2 page 33

John A. Bryan
vs
Joseph C. Shifer

Damages	$576 62½
Cost	9 49
Increase	12,55

Credit
1842 - March 22 - $91,67

Serv	35
Mile	05
Adv:	25
	,65
Prefee	2 00
	2,65

Filed May 28th 1845
John Cassil, Clk

Received this writ of fieri facias D 1845 The property described with I advertised as the law directs and offered for sale May 26. 1845. but made no sale for want of bidders

Wm McKinney Sheriff

X

N 73

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 Joseph C. Shifer to wit; 100 acres of survey No. 3480 bounded as follows. Begining at 3 Sugartrees in the south line of David Duncans survey No 3444 thence S. 10° W. 228½ poles to a stake, thence N. 83° 50" W. 70 poles to a stake, thence N. 10 E. 228½ poles to a stake in the S. line of D. Duncans survey, thence S. 83° 50" E 70 poles to the begining, containing 100 acres, More or Less

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 John A. Bryan the sum of five hundred & seventy six dollars and 62½ cents, for his damages, together with $ 9,49 for his costs, with interest thereon from the 14th day of April A. D. 1841 until paid; which late in our said Court the said Bryan recovered against the said Shifer as of record is manifest. Also $ 12,55 increase of costs, and accruing costs. And if in your opinion the property in your hands is not sufficient to satisfy said judgment, then you are hereby commanded that you levy the same upon the goods & chattels lands and tenements or either as the law shall permit you being the property of the judgment Debtor, which with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 17th day of April A. D. 1845.

John Cassil CLERK.

Ct. Docket Page 218.

John A. Parry an

vs

Joseph C. Phifer

Debt	$574.62
Costs	9.49
Incr.	13.61
Writ	.41
	$591.67

Cr. March 21. 1846

Service	$0.35
Mileage	.25
advertising	2.25
	$2.85
printers fee	3.00
	$5.85

Wm McRobinson
Sheriff

Filed July 27. 1846
John Cowan Clk
Recorded

Received this writ April 23rd 1846
Advertized the within described real Estate in the Argus a Newspaper published and in general circulation in union County. for Sale on the 27th day of July A.d 1846 Between the hours of 10 o'clock A.M. & 4 o'clock P.M.
July 27th 1846 - I offered the above described real Estate for sale at the door of the Court House in Marysville Not Sold for want of Bidders

Wm McRobinson 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 Joseph C. Phifer rng. 100 acres of land. Survey No 3480. – Beginning at a Sugartree in the South line of Sl. and Duncans Survey No 3444, thence S 10 W. 228½ poles to a Stake, thence N. 83° 50″ W. 70 poles to a Stake thence N. 10 E. 228½ poles to a Stake in the South line of Sl. Duncans Survey, thence S 83° 50″ E. 70 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 John A. Bryan, the sum of Five hundred and Seventy Five dollars and Sixty two cents, for his damages, together with $ 9.49 for his costs, with interest thereon from the 14th day of April A. D. 1841 until paid; which late in our said Court the said Jno A Bryan recovered against the said Joseph C. Phifer as of record is manifest. Also $ 15.61 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 Jno A. Bryan

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 23d day of April A. D. 1844.

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0011

Civil/Domestic Case

1840-CV-0011

located with

Supreme Court Case

1840-SC-0003

Civil/Domestic Case File
Case No. 1840-CV-0012

No. 40-CV-12

Union Common Pleas Court.

W S Gillett
Plaintiff,

AGAINST

Wm Gabriel Jr.
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$152 39

Journal 2 Page 259

Record No. 3 Page 441

Ex. Doc. Page

Union Com. Pleas

H. S. Gillet for &c
vs } summons
Wm & Jno. Gabriel

Serv	55
Mil	50
2 copys	30
	$1,35

Filed May 11th 1840

" Suit brought on note of hand ~~returnable~~ given by defendants to plaintiff for one hundred & forty five dollars dated April 12th 1838 payable on or before the 1st day of December 1839. Also for goods sold & delivered &c "

H. S. Gillet
Atty for. pltff.

Serv'd by delivering a certified copy to each defendant
W. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON William Gabriel Jun. and John Gabriel to appear, on the first day of our 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 H. S. Gillet for &c.

in a plea of Assumpsit Damages of three 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 April A.D. 1840.

J. H. Gill CLERK.

Union Common Pleas

H. S. Gillet for &c.

vs

Williams Gabriel et al.

Declaration

Filed May 19th 1840

Saml. W. Gill Clerk

cost bill made

Recorded

Gillet

State of Ohio Union County ss } Court of Common Pleas
May Term A.D. 1840.

H.S. Gillet for &c. complains of William Gabriel Jun. and John Gabriel in a plea of assumpsit for that whereas the defendants on the twelfth day of April A.D. 1838 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 promised to pay to the plaintiff on or before the first day of December 1839 one hundred and forty five dollars which period has now elapsed and the said defendants then and there in consideration of the premises promised to pay to the said plaintiff the amount of said note according to the tenor and effect thereof - And also for that whereas the defendants on the 23d. day of April 1840 at Columbus to wit at the county aforesaid were indebted to the plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold 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 then and there lent by the plaintiff to the defendants at their request - And in two hundred dollars for money then and there paid by the plaintiff for the defendants at their request - And in two hundred dollars for money then and there received by the defendants for the use of the plaintiff - 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 the defendants afterwards to wit on the day and year last aforesaid in consideration of the premises promised to pay the said last mentioned several sums of money to the plaintiff on request yet the said defendants though often requested thereto have not paid the said sums of money nor either of them nor any part thereof to the damage of the plaintiff three hundred dollars and therefore he brings suit &c.

By H.S. Gillet -
his atty

Union Com. Pleas

W. S. Gillet for &c

vs } Precipe

Wm & Jno. Gabriel

Filed April 28th 1848

Jno. H. Gill. clk

H. S. Gillet for &c.

vs

William Gabriel Exrs. &
John Gabriel } In Assumpsit

Damages $300.

Issue a Summons returnable at next Term – Indorse Suit brot on note of hand given by defendants to plaintiff for One hundred & forty five dollars dated April 12th. 1838 payable on or before the 1st. day of December 1839 – Also for goods sold & delivered &c.

To the Clerk of Union Commons Pleas

April 24th. 1840

H. S. Gillet
Atty. for Pltff

Union Com. Pleas

Horace S. Gillet

vs } P 18
No 6

Wm Gabriel for John Gabriel

Damages	$152.39
costs	9.58
Increase	1.11
writ	35

Advertised property for sale Nov 1 1841. not sold for want of bidders

W. Stuck Sheff

Serv	35
Mil	35
Adv	125

Filed Nov. 2. 1841

James H. Gillespie

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 Sixth day of October A. D., 1840 Horace S. Gillet

recovered against William Gabriel Jr & John Gabriel

as well the sum of one hundred and fifty two dollars and thirty nine cents, for his damages, as the sum of $9.58 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 Wm Gabriel Jr & John Gabriel which you have been and which yet remain unsold as you have certain you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, until paid. Also, the sum of $1.11 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 H. 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 26th day of August A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Hannah S. Gillet

vs Z No 6

William Gabriel dec

John Gabriel

Damages	$152.39
Costs	9.58
Writ	35

Rec'd this writ April 26. 1841

Advertised sale to be Aug 1st 1841 - not sold for want of bidders W W Steele Sheff

Service	35
Mile	35
	70

Levied on ten head of Horses, in Conjunction with another Execution in favor of H S Gilbert April 30. 1841
W W Steele Sheff

Filed Aug. 16. 1841

James M. Lee Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Sixth day of October A. D., 1840 Horace S. Gillet

recovered against Wm Gabriel Jr and John Gabriel

as well the sum of one hundred and fifty two dollars and thirty nine cents, for damages, as the sum of $7.58 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 William Gabriel Sr. and John Gabriel

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, 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 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 21st day of April A. D., 1841

Attest: James H. Gill

Union Com. Pleas

Herman S. Gillet

vs } No 5

William Gabriel Sr
& John Gabriel

Judgt.	$152.97
Costs	8.75½
Interest	9.71
Writ	35

Recd this Writ Apl 26. 1841
advertised Sale to be Aug
14. 1841. not sold for want
of bidders W W Steele Shff

Service —	35
Mile —	35
Advertising	1,25
	1.95
	9.71

Filed Aug. 16. 1841

James H. Gill Clk

11.66
35
12.01

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 twenty first day of October A. D., 1839 Homan S. Gillet

recovered against William Gabriel Sr. 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 chattels, and ~~for what thereof, of the lands and tenements~~ of the said Wm Gabriel Sr and John Gabriel (ten head of horses) heretofore levied on in this case in conjunction with an Execution in favor of Clark Rungor and which are unsold as you satisfy you cause to be made the damages and costs aforesaid, with interest thereon from the 31st day of October A. D., 184 , until paid. Also, the sum of $9.71 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 Homan 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 21st day of April A. D., 184 1

Attest: Jas. H. Gill CLERK.

Ex. Doc. No. 1 page 78

Horace L. Gilbert
vs
Wm. & John Gabriel

Costs	9.74
Interest	3.03
Increase cost	6.47
Interest	1.50
Writ	.41
	$21.15

Service — 35
Mileage — — 25
Poundage — — 42

Filed April 15th 1846
John Capsil, Clerk

Filed April 16th 1846
John Capsil, Clerk

Money Made in full on this Execution
Wm. M. Coppinger
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 ~~was~~ defendant, the costs of the said William Jr & John Gabriel were taxed at nine dollars seventy four cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Wm Jr & John Gabriel in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 6th day of October A. D. 1840 until paid, also $1,97 the costs of increase 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 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 Coart House in Marysville, this 15th day of December A. D. 1845

John Cassil CLERK.

Union Com. Plead

Horace S. Gillet

vs } P. 11
No 5

Wm Gabriel for John Gabriel

damages	$152.97
costs	8.95 R
Insurance	12.01
writ	.35

~~Advertised~~ Advertised property for Sale Nov 1. 1841. not sold for want of bidders

W W Steele Sheriff

Serv	35
Mile.	35
Adv	1.25

Filed Nov. 2. 1841

James N. 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 Horace S. Gillet

recovered against William Gabriel Jr & 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 chattels, ~~and for want thereof, of the lands and tenements~~ of the said William Gabriel Jr and John Gabriel which you have levied and which yet remain unsold as you certify

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 $12.01 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said 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 26th day of August A. D., 1841

Attest: James H. Gill CLERK.

Union Common Pleas

Horace S. Gillet
v
Wm & John Gabriel

Costs	$ 9 88
Mensa	5 46
Writ	41
Serv	35
Mile	25
	60

Filed Apl. 17. 1844
Joh Carel clk

Recd this writ Feby 28. 1844. by Constable Sheff. of Clarke Co. & this writ is returned.
Apl 17. 1844

W. Wilcock 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 L. Gillet was plaintiff, and Wm & John Gabriel was defendant, the costs of the said defendants were taxed at nine dollars fifty eight cents: you are therefore commanded, that of the goods and chattles, 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 6th day of October A. D. 1840 until paid, also the costs of increase amounting to $5,46 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 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 Feb A. D. 1844

John Cassil CLERK.

Ex docket No. 1 Page 18

W. S. Gillet

vs

Wm Gabriel & John Gabriel

damages	$152..39
costs	9..58
Summons	3..41
Writ	35

Recd this writ Nov 17. 1841
Advertised property for sale
apl 23d 1842 not sold
for want of bidders the
property in Sheriff's Hands

Serv	35
Mile	35

Filed April 25. 1842
Jas. H. Gere Clerk

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

WE command you to expose to sale those goods & chattels to wit two head of horses the property of Wm Gabriel Sr and John Gabriel

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 H. S. Gillett

the sum of $152.39 damages & $9.58

with interest thereon from the 6th day of Oct A. D. 1840 until paid.
Also, $3.41 increase of costs, which late in our said Court the said H. S. Gillett recovered against the said

Wm Gabriel Sr 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 H. S. 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* November
A. D. 1841.

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0013

No. 40-CV-13

Union Common Pleas Court.

Hugh Thompson
Plaintiff,

AGAINST

Alpheus Hoskins,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$1011 71

Journal 2 Page 277

Record No. 3 Page 433

Ex. Doc. 1 Page 220

Union Com. Pleas

Hugh Thompson

vs } Precipe

Alphius Hoskins

Filed May 8th 1840.

Ja. W. Gill Clerk

Alphius Hoskins

Hugh Thompson } Union Common Pleas
vs } on Debt. Debt $10.77.43.
Alphens Hoskins } Damages $1200.00

Issue a summons returnable the first day of next Term. Indorse suit not on single bill under seal given by Defendant to plaintiff for One Thousand seventy seven & 43/100 dollars dated on the First day of May AD 1839 due on the 25th day of January 1840. with interest from date.
Also on an account stated for money lent. for work & labor

The Clerk of the Court of Common Pleas Union County Ohio
May 8th 1840

P B Cole atty for Pltff

Union Com. Pleas

No 1

Hugh Thompson

vs } Summons

Alphius. Hoskins

Serv	35
Mil	45
Copy	15
	95

Filed May 11th 1840

Jas. W. Gill. Clk

" Suit bot on single bill under seal given by defendant to plaintiff for one thousand and ~~twenty~~ seven & $\frac{43}{100}$ dollars dated on the first day of May A.D. 1839. due on the 25th day of January 1840. with intrest from date. Also on an account stated, for money lent for work & labor."

P. T. Hoge. atty for Plaintiff

Served by delivering to Defendant a certified Copy

R. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Alpius Hoskins to appear on the first day of our 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 Hugh Thompson

in a plea of Debt. $1077.43 Damages twelve hundred Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 8th day of May A.D. 1840

J. H. Gill CLERK.

Union Com Pleas
Hugh Thompson
vs
Error Debt

Alphens Hoskins
Filed June 17. 1840
Sat. H. Gill Clerk
cost bill made
At issue
Recorded

Filed Oct 23d 1840
Sat H Gill Clerk

State of Ohio

Union County ss } Court of Com Pleas May Term in the year 1840

Hugh Thompson complains of Alphens Hoskins in a plea of Debt for that whereas the said Alphens Hoskins on the first day of May in the year 1839 at the County aforesaid made his certain writing obligatory (commonly called a single bill) of that date sealed with his seal (and now to the Court here shown) and thereby and there delivered the same to the said Hugh Thompson and thereby bound himself to pay to the said Hugh Thompson or order one thousand & seventy seven dollars and forty three cents on or before the 25th day of January AD 1840 which period has now elapsed yet the said Alphens Hoskins hath not paid the said sum of money nor any part thereof to the damage of the plaintiff twelve hundred dollars & thereupon he brings suit &c

By D B Cole his atty

Alphens Hoskins } Union Com Pleas - May term 1840
vs
Hugh Thompson } in debt

And the said Alphens comes and defends &c and says that he does not owe the said sum above demanded or any part thereof in manner and form as the said pltff hath complained against him and of this he puts himself upon the Country and pltff doth the like

by D. B. Lawrence

Union Com. Pleas

Polly Thompson Adm'r
vs } 1010
Page 81
Alpheus Hoskins

Costs $9.18
Writ .40

Rec'd this writ April 26. 1841

Debt — 9.58
Service — 35
Mile — .05
~~Bond~~ — 20
Writ — 40
— $10.57

Levied upon 1 old Dandy Carriage July 20. 1841 property Claimed by Levi Wells, trial had for the right. Ordered by I Turner J P to deliver the property to said Wells

W W Steele Sheriff

Service — 35
Mile — 5
Filed Aug. 16. 1841 — 40
Jas 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 Sixth day of October A. D., 1840 Polly Thompson Admin'x Estate of Hugh Thompson dec'd

recovered against Alphias Hoskins

as well the sum of — dollars and cents, for damages, as the sum of $7.18 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 Alphias Hoskins

you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, 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~~ 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 21st day of April A. D., 1841

Attest: James H. Gill CLERK.

Ex Docket No 1 Page 81.

Polly Thompson

v

Alphens Haskins

Costs	$ 2.18
Increase	.81
Int	41

Rec'd this writ April 8. 1842 No property found whereon to levy apl 25, 1842 W M Stubblefield Shff

Serv 35
Mile 05

Filed apl 27. 1842
Jas. 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 6th day of October A. D, 1840 Polly Thompson Admtx of Hugh Thompson decd

recovered against Alphias Haskins

dollars

as well the sum of

and cents, for damages, as the sum of $9.18

for her 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 Alphias Haskins

you cause to be made the damages and cost aforesaid with interest thereon from the 6th day of Oct A. D., 1840. until paid. Also, the sum of $0.81 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Pltff.

lereof 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

Attest: Jas. H. Gill CLERK.

Thompson
vs
Hoskins

Precipe

Filed Oct 20. 1843
John Cofrit Clerk

4.05
36.04
13.07
54-6

82.87
46.83
36.04

13.71
64
13.07

~~Thompson~~
Polly Thompson
Administratrix of H. Thompson
vs
Alphias Watkins

Two judgements one at Oct. Term 1840. & the other April Term 1841

Issue execution for costs in the first case above, & for judgment & costs in the second.

Oct. 20 1843

O B Beale Atty for Plff

To John Cowell Clerk

Civil/Domestic Case File

Case No. 1840-CV-0014

No. 40-CV-14

Union Common Pleas Court.

Pausow Clark
Plaintiff,

AGAINST

Eli Sunly et al
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$260 00

Journal 2 Page 278

Record No. 3 Page 438

Ex. Doc. 1 Page 195

Union Com. Pleas

Ransom Clark

vs } Precipe

John Turner, Eli Lundy P. B. Smith and Aquilla Tanner

Filed May 15th 1820

Da. W. Gill Clk

Ranson Clark vs John Turner, Eli Sunds, Peyton B Smith & Aquilla Turner

Union Common Pleas May term 1840

The debt 400$ Damages 100.$

Issue a Summon returnable next term Endorse Suit Brot on defendants writing obligatory sealed with their seals for 400.$. and dated and delivered on the 23rd day of april 1839 and due on defaulet of Defendants failing to redeliver to plaintiff on Demand one yoke of oxen three Horse beasts, three cows, one bureau, one Clock and pr of weighing scale which tho demanded has not been done also for goods sold and delivered an account stated &c by W B Lawrence his atty

Union Com. Pleas

Random Clark Aff

vs } Summon

John Turner Aquilla Turner Eli Lundy & P. B. Smith

Serv — 95
4 Copy 60
Mil — 20
$1,75

Filed Nov 4 1839

J. A. Gill Clerk

Suit Brot on defendants writing obligatory for $300. given to plaintiff sealed with their seals on the 23. day of April AD 1839 also on another of Defts writing obligatory of the same Saint. dated April 19. 1838 acknowledging the indebtedness of Defts to plaintiff for three hundred dollars

By W. C. Lawrence his atty

Served by delivering a Certified Copy to each Defendant Nov 4th 1839

James L Wood Coroner

State of Ohio, Union County, ss, Comm

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

We Command you to summon John Turner Aquilla Turner Eli Turner & P. B. Smith

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House, in said County to answer unto Ransom Clark Sheriff of the County of Union

in a plea of Debt $600, ~~Damages~~ Damages $200 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. 1859

James H. Gill CLERK.

"Suit brot. on defendants writing obligatory sealed with their seals for $400. and dated and delivered on the 23d day of April 1839. and due on default of defendants failing to redeliver to plaintiff on demand. one yoke of ox on three three year beasts. three cows one bureau. one clock. and pr. of weighing scales. which the demanded has not been done. also for goods sold and delivered. an account stated &c."

W. Lawrence
Atty for. plff

Union Com. Plea

Ranson Clark

vs } Summons

John Turner. Eli Lundy
Peyton B. Smith. and
Agenilla Turner

Serv 95
4 Copy – 60
Mil – 15
5,70
Filed May 20
1840 JH Gill Clk

Serv by delivering to each Defendant a certified Copy
May 18 1840 Lewis L Mead
Const

State of Ohio, Union County, ss,

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

WE COMMAND YOU TO SUMMON John Turner, Peyton B Smith, Elit Lundy & Aquilla Turner, to appear on the first day of our next term

~~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 Ransom Clark

in a plea of Debt $400. Damages $100. Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 15th day of May A.D. 1840.

Jas. H. Gill CLERK.

Union Com. Pleas

Ransom Clark

vs

John Sumner et al.

Filed June 25 1840

James H. Gill Clk

R Clark
vs
John Turner
Aquilla Turner
W B Smith
and Eli Lundy

in Union Com Pleas
for July term

Clerk issue a subpoena
for Marshal Clark

R Clark Pltff

Wherefore the said plaintiff says that he is injured and has sustained damages to the amt of 500$

And the said Ransom Clark further complains of the defendants for that whereas the defendants aforesd on the 23rd day of April 1839 at the County aforesaid made their certain other writing obligatory of that date sealed with their seals (and ~~now~~ now here to the Court shown) and then and there delivered the same to the plaintiff and thereby acknowledged themselves to be bound to the plaintiff in the sum of 400$. dollars to be paid to the said plaintiff on demand yet the said defendants have not paid the said sum of money nor any part thereof though often requested so to do. To the damage of the plaintiff 500$ and therefore he brings suit by

W. C. Lawrence his atty

R Clark
vs
Jno Turner etal

filed August 16. 1840
Jas. H. Lee clk

Recorded

State of Ohio
Union County ss

Union Common Pleas May term 1840

Ranson Clark Sheriff of the County of Union aforesaid Complains of John Turner Eli Sundy Peyton B Smith and Aquilla Turner in a plea of Debt for that whereas the said Defendants on the 23rd day of April 1839 at the County aforesaid made their certain writing obligatory of that date sealed with their seals (and now here to the court shewn) and then and there delivered the same to the said plaintiff and thereby acknowledged themselves to be bound unto the plaintiff in the sum of four hundred dollars to be paid to the said plaintiff on demand which said writing obligatory was and is subject to a certain condition thereunder written whereby it is provided whereas the plaintiff as such sheriff had levied with an execution issued out of the court of common pleas of Union County in of Sherwood Gregory & Co against John Turner Eli Sundy and Peyton B Smith upon one yoke of oxen, three horse beasts, three cows, one bureau one clock and one pair of weighing scales and had offered the same to sale and found no bidders and left the same in the Defendants' hands now if the above described property so levied as aforesaid shall be delivered to the said Sheriff or his successor whenever they shall be advertised for sale or otherwise called for in the like good order in which it then was then this obligation to be void otherwise to remain in full force in law and the said plaintiff avers that the said defendants nor either of them though the same was by the plaintiff advertised for sale and otherwise called for and though often requested did not deliver or cause to be delivered to the plaintiff any or either of the aforesaid articles of property

Union Comth. Pleas

Ransom. Clark

vs } Fi Fa

Eli Lundy et al

Damages $260.00
Costs — 13.07½
Increase — 4 36
Writ — 35

Cr. Aug 14. 1841 $7.30

Recd Sept. 9. 1842
W W Stutchby

Serv — 35
Mile — 20
.55

Filed Sept 27th 1842
John Caspis
Clerk Bottom

Levied upon 1 gray horse 4 head cows 2 calves undivided half of 30 acres corn in the field 4 stacks hay & 10 hogs Sept 9. 1842
Returned by writ of Prohibition Sept 27. 1842. W W Steele Sheriff

097
54
05
591

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 Sixth day of October, A. D., 1840,

Rawson Clark

recovered against Eli Lundy, P. B. Smith, John Turner and Aquila Turner

as well the sum of Two hundred and sixty dollars ~~and~~ ~~cents~~, for his damages, as the sum of $13.07½ 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 Eli Lundy, P. B. Smith, John Turner and Aquila Turner,

you cause to be made the damages and cost aforesaid with interest thereon from the Sixth day of October, A. D., 1840, until paid. Also, the sum of $4.36 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 Rawson Clark.

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

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

Attest: John Cassil CLERK, pro tem.

Union Com. Pleas

Ransom Clark

vs

John Turner Eli Lundy

R. B. Smith & Aquilla Turner

Damages	$260.00
costs	13.07½
Sheriff	2.31
writ	.35

Service —	35
Mile —	31
Order	1.25
Pound —	14
	2.05

Filed Aug. 17. 1841

Sam. H. Gee Clerk

Quantity of wheat in H. Turners Barn
16 acres corn on the plain
1 man 2 cows property of A. Turner

Received Aug. 30th 1841

August 5. 1841 Levied on one share two Cows a quantity of Corn in the field and two hundred dozen of cabbages in the Barn advertised sale to be Aug 14th 1841 Sold property for $85.00 — Sol. Ben. Conner

6

40

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Sixth day of October A. D., 1840 Ransom Clark

recovered against John Turner Eli Sandy and Peyton B. Smith and Aquilla Turner

as well the sum of Two hundred and fifty - - - - - - - - - dollars and - - - - - - - cents, for his damages, as the sum of $ 13.07½ 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 Defts Jno. Turner Eli Sandy & Peyton B. Smith and Aquilla Turner which you hold by virtue of a levy & which ~~you~~ remains unsold as you have certified to our Court you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, until paid. Also, the sum of $2.31 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 Ransom Clark

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

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

Attest: James H. Gill CLERK.

Union Com. Pleas.

Ransom Clark

v.

Eli Simon et al.

Precipe for venditi.
with a Sande

Filed Sept. 9, 1842.

Ranson Clark
vs
Eli Sandy et als

Union Com Pleas
on Judgment

issue a ~~[illegible]~~ an execution ~~[illegible]~~ that the Judgment & costs may be made in the above case

Wm C Lawrence Atty for Plff
Clerk Com Pleas Union Co

Civil/Domestic Case File

Case No. 1840-CV-0015

No. 40-CV-15

Union Common Pleas Court.

Jeremiah Moore
Plaintiff,

AGAINST

Joseph C Plusher,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$267 71

Journal 7 Page 262

Record No. 3 Page 404

Ex. Doc. Page

Union Com. Pleas

Jeremiah Moore
vs } Precipe
Joseph C. Phifer

Filed May 15-40

Jno. H. Gile Clk

Jeremiah Moore } Union Com Please May term 1840
vs } In debt 1300.$ damages 50$
Joseph C Shifer }

Issue a summon returnable next term endorse suit Brief on defendants writing obligatory sealed with his seal and dated and delivered to plaintiff on the 29. day of August 1838 for 1245.$. 900.$ of which was to be paid on or before the 15 day of October next after the date thereof and 345.$. due on the first day of September 1839 also on defendants note of hand dated on the 5th day of October 1839 and due on the 25. day of December 1839 for 41.$. 66/100 also for goods sold and delivered on an account stated and so forth

By W B Lawrence his atty

"Suit brot on defendants writing obligatory sealed with his seal and dated and delivered to plaintiff on the 29th day of August 1838. for $1245. $900 of which was to be paid on or before the 15th day of octoter next aftr the date thereof and $345 due on the first day of sep=tember 1839. Also on defen=dants note of hand dated on the 5th day of October 1839. and due on the 25th day of December 1839. for $41 65/100. Also for goods sold and delivered. an account stated and so forth."

M Lawrence atty
for plaintiff

Served by delivering a certifyed Copy to Defendant

R Clark Sheriff

Union Com. Pleas

Jeremiah Moore
vs } Summons
Joseph C. Phifer.

Serv	35
Copy	25
Ret	50
	$1,10

Filed May 19th 1840

Jas. H. Gill Cl.

State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Joseph C. Phifer to appear on the first day of ~~to appear at~~ our 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 Jeremiah Moore

in a plea of Debt $13 00 Damages $ 50 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 15th day of May A.D. 1840.

J. H. Gill CLERK

Yet the said defendant has not paid the said several sums of money or any part thereof nor either of them to the damage of Plaintiff 50 $. and therefore he brings suit &c

By Bo Chamberlain his atty

Mercer Common Pleas

J. Moore
vs
J. C. Pifer

Mar

Filed June 15. 1840
James H. Gill Clerk

Debt 243.11
Dam 24.64
cost bill made

Record

Jeremiah Moore } Union Common Pleas May term 1840
vs
Joseph C Shipher } State of Ohio Union County ss

Jeremiah Moore Complains of Joseph C Shifer in a plea of Debt for that whereas the Defendant on the 29th day of August A.D. 1838 at the County of Union Made his certain writing obligatory of that date sealed with his seal and now here to the court shown and then and there ~~bound himself to~~ delivered the same to the said plaintiff and thereby bound himself to pay to the plaintiff twelve hundred and forty five dollars nine hundred dollars to be paid on or before the 15th of October next (meaning the next after the date thereof) three hundred and forty five to be paid the first day of September 1839 which periods have now elapsed yet the said Defendant hath not paid the said sums of money or any part thereof

And also for that whereas the said Defendant on the 5th day of October 1839 at the County aforesaid made his certain promissory note in writing and then and there delivered the same to the plaintiff and thereby bound himself to pay to the said Jeremiah Moore forty one dollars and $\frac{65}{100}$ on or before the 25 day of December next meaning the next after the date thereof which period has now elapsed and the said Joseph then and there in consideration of the premises promised to pay the amount of said note to the said plaintiff according to the tenor and effect thereof And also for that whereas the said Defendant on the day and year last aforesaid at the County aforesaid was indebted to the plaintiff in the further sum of twelve hundred dollars for money found to be due from the Defendant to plaintiff on an account then and there stated between them

On or before the 25th day of Decr next
I promise to pay Jeremiah Moore or
order forty one Dollars & sixty five cents
value Recd witness my hand this 5th day of Octr
AD 1839

Joseph C. Shifer

Received November

9.00 450 2.75
2.25
102.75
90225
49950

Received november 1st 1838 of Joseph C. Shifer Seven hundred and ninety nine dollars and fifty Cents on the with in bond

Jeremiah Moor

Received october the 7: 1839 of Joseph C. Shifer two hundred forty three dollars and eighty Cents on the with in bond

Jeremiah Moor

345
172.5
43
60.5

345
172.5
43
347.15.5
24380
103.3.5.5
378
300
1,10,13.5
10

5.16
7
3612
172
3784

2.75
6
16.50
9.50
26.00

$ 3.00

first Interest 2.25
9.56.5
102.75 3.78
51.37 1560
18
41082
5137
33
9.56.52

Bond in Favor of Jeremiah Moore

J. Moore
vs
J. C. Shifer

~~August~~ August the 29 : 1838

this Shall obligde Jeremiah Moor of the County of union and State of Ohio his heirs and assigns to make or Cause to be made unto Joseph C. Shifer his heirs and assigns a good and Sufficent deed of general warrentee for one hondred and fifty acres of land be it the Same more or less being part of a Survey purchased of John McClane and patened to Said McClean on mill Creek in Said County of union bounded as follows to wit on the north by David Duncan Survey No. 3444 west by benJemin Carter South by the road leading to garwoods mill east by Duncan McCarthers Survey for twelve hondred and fifty dollars five dollars being now paid nine hondred dollars to be paid on or before the fifteenth of october next three hondred and forty five dollars to be paid the first day of September 1839 the Said deed to be made on the receipt of the last payment

intestimony whereof the partys have here unto Set their hands and Seals this the 29 day of august A. D. 1838

test

D. H. hathaway

Nelson Herrington

Jeremiah Moor (Seal)

Joseph C. Shifer (Seal)

Civil/Domestic Case File

Case No. 1840-CV-0016

Civil/Domestic Case

1840-CV-0016

located with

Supreme Court Case

1840-SC-0007

Civil/Domestic Case File

Case No. 1840-CV-0017

No. 40-CU-17

Union Common Pleas Court.

Ira Reynolds
Plaintiff,

AGAINST

Alex Pollock et al
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
#490 13

Journal 2 Page 259

Record No. 3 Page 403

Ex. Doc. 1 Page 213

Union Com. Pleas

Ira Reynolds

vs. } Precipe

Thos. J. Lewis Wm Sharp

and Alex. Pollock

Filed May 15-40

Ja. H. Gill Clerk

Ira Reynolds
vs
Thomas T Lewis, William
Tharp and Alexander Pollock

Union Com Pleas May term
1840
In Assumpsit
Damages $. 600. 00

Issue a summons returnable next term & Endorse
Suit Brot on Defendants Two Several notes of
hand each dated on the 26th September 1838. The
one for 200.$ due thirty days after date the other
for 240.$. due Sixty days after date Also for goods
sold and delivered an account stated &c

By W C Lawrence his atty

Union Com. Pleas

Ira. Reynolds
vs } Summons
Thomas J. Lewis. Wm Tharp
and Alex. Pollock

Serv	75
Copy	20
Mil	5
	$1,00

Filed May 18th 1840

Jas. H. Gill Clk

Record.

"Suit brot on defendants two several notes of hand each dated on the 26th September 1838. The one for $200. due thirty days after date the other for $240. due sixty days after date. also for goods sold and delivered on account stated &c."

W. C. Lawrence
his attorny

Sued by Delivering a certified Copy to Alexander Pollock & T. J. Lewis & Wm Tharp not found

J. Clark Shrff

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Thomas F. Lewis. William Sharpe and Alexander Pollack to appear on the first day of our 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 Isaac Reynolds

in a plea of Assumpsit Damages $600.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 15th day of May A.D. 1840.

Jas. H. Gill CLERK.

S. J. Lewis
Wm Thorp &
Alex. Pollock
Acts $200 each

Pay the order

Wm Thorp
~~Reynolds~~

Pay to the order of Wm Thorp
1839
Chas Reynolds

To
Pay the order of
1839

$200.00 Danville 26 Sept 1838

Thirty Days after date for value Received We or either of us promise to pay Ira Reynolds or order Two Hundred Dollars as witness our hands and seal

Thos. J. Lewis
William Thorp
Alex. Pollock

200
800

12 207.66 June 20/39

$240. Danville 26 Sept 1838

Sixty days after date for value Received we or either of us promise to pay Ira Reynolds or order Two Hundred Forty Dollars as witness our hands and Seals

Thos. J. Lewis
William Thorp
Alex. Pollock

248. due June 20. 1839

To say the said defendant owes the plaintiff on separate settlements have disregarded their promises and have not paid the said demand claims of money due with interest or any part thereof to the damages of plaintiff Eighteen hundred dollars and therefore upon the complaint &c

By Declaration his atty

Union Com Pleas

Ira Reynolds
vs
Alex Pollock et als

Nov
Filed June 15. 1840
James H. Guelle

$490.13/100
Cost bill made

Record

State of Ohio } Union Common Pleas May term
Union County SS } 1840

Ira Reynolds Complains of Alexander Pollock (impleaded with Thomas I. Lewis and William Sharp but as to whom the Sheriff has returned not found) in a plea of Assumpsit for that whereas the said Defendants on the 26. th day of September A.D. 1838 at the County of Union made their Joint and Several ~~note~~ promissory note in writing and delivered the same to the said plaintiff and thereby promised to pay to the said Ira Reynolds or order the in thirty days after date which period has now elapsed two hundred dollars 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

And Also for that whereas the said Defendants on the 26. th day of September 1838 at the County of Union made their their certain other promissory note in writing and delivered the same to the said plaintiff and thereby Jointly and Severally promised to pay to the said plaintiff or order two hundred and forty dollars in Sixty days after date thereof which period has now elapsed and the 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

And Also for that whereas the said Defendants ~~upon~~ on the 26th day of September 1838 at the County aforesaid were indebted to the plaintiff in the further sum of Six hundred dollars for the price and value of goods then and there sold and delivered by plaintiff to Defendants at their request, And whereas the Defendants afterwards on the 27. th day of September 1838 at the County aforesaid in consideration of the premises then and there promised

Union Com: Pleas

Ira Reynolds
vs } No. 45
Alex. Pollock

damages	$690.13
costs	9.23
writ	.41

Made 100 ff. April 8. 1841
& returned Execution without
further proceedings by order
of pltffs. W H Steel Stffs

Service	.35
Mil	.05
Poundage	2.00

Filed April 10. 1841
Robt. M. Giffen Clk

Rec^d this writ Tuesday 1841. Served 1/2 on 2 pm Mr. Reed
+ 1 Polleasme Wagg

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 Sixth day of October A. D., 1840

Ira Reynolds

recovered against Alexander Pollock. (impleaded with Thos. S. Lewis and Wm Harp)

as well the sum of Four hundred and ninety dollars and thirteen cents, for his damages, as the sum of $9.23 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said A. Pollock

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 $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 Ira Reynolds

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 Eighth day of March A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0018

No. 40-CV-18

Union Common Pleas Court.

Wm D Smith
Plaintiff,

AGAINST

Levi Autrum
Defendant.

OCT TERM, 1840

JUDGMENT VS DEFENDANT
$6 83

Journal 2 Page 283

Record No. 3 Page 403

Ex. Doc. Page

Levi Antrim
vs } Transcript
Wm. D. Smith

Filed May 15th 1840
Jas. H. Gill, Clerk

cost bill made
at issue
Recorded

1 file 6 clock 8 ordered accepted .10 cm .10 bail .15 .59
cm 10 1 file 6 cdy .25 file 6 credit 10 Judgt 10 sum 2 cts 8 .75
cm Thiw & Sat 6/6 Recd $100 5 fin 20 1.37½
$1.81½
3.00½

State of Ohio Perry County Justices Docket Entry

Levi Antrim vs Wm. D. Smith

Suit Brought on account as bill filed amount $50.00 March 6th 1840 Summons issued to Abel Marks const Returnable on the 10th at 8 oclock P.M. which was returned endorsed served by reading fee 0.15

Justices cert summons	0.12½
satisfactio	010
subpoenas 4)	016
Judgment	0 25
Bail	0 25
this transcript	0 31¼
total	1.19¾

March 10th 1840 parties Appear Defendant filed his bill as offset Trial had R. L Boom Stephen McLain Wm Ross and Wm C Lawrence sworn and examined after hearing the testimony the Deff offset was allowed to the amount of $44.57 it is therefore considered by me that the Plantiff recover of Defendant & Judgment for the sum of five dollars forty three cents and costs of suit Deff Attorney gave notice for an appeal

In the suit of Levi Antrim against Wm D. Smith I W. C Lawrence do acknowledge my self Bail for Deff ~~if an~~ appeal in the sum of fifty dollars to be levied on my goods and chattles lands and tenements if ~~&c~~ in case the said William D Smith fail to pay the above Judgment and costs and costs that may accrue in the court of common pleas

(signed) W. C Lawrence

Taken signed and acknowledged before me this 10th day of March A D 1840

James Lower JP

I certify the above to be a correct copy of the proceedings had before me in the above case Given under my hand and seal this 15th day of May A D 1840 James Lower JP L.S.

W. D. Smith
Account 50,00

Filed April
15th 1860
Saml. W. Gill Clk

16
15
5
8
44

William L Smith to Levi Antrim Dr

To rent of part of Lot (No 69) number sixty nine in the town of Marysville and the house standing thereon from the fifteenth day of ~~[illegible]~~ January 1839 to the 15th day of January 1840 one year -- $50,00

Columbus January 30th 1840

Levi Antrim

Union Com. Pleas

Levi Antrim
vs
Zebulon Lewis
W. D. Smith
Filed July 8. 1840
Jas. H. Lee Clk

Levi Autrim
vs
W. D. Smith

Appeal from the docket of Jas Tunn J.P.
I Robson L. Broom acknowledge myself
Bail for the plaintiff in the sum of
one hundred dollars. conditioned for the payment
of all costs which have accrued and which may accrue
in the Court of Common Pleas in case the plaintiff
shall be condemned in this action and shall fail to
pay the condemnation money Robson L Broom
Approved June 8. 1840
Jas K. Lee Clerk

One day after date I promise to pay James G Thomas or bearer
Eight Dollars and Seven Cents for value rec'd
Murfreesboro Nov 29: 1839 — Lewis Hilton

$8.07

78

8.85

48
30
17.8

and in the further sum of ten dollars due the defendant from the plaintiff on plaintiff's note of hand given ~~by~~ to James Showers on the 29th day of January 1839 for eight dollars and 7/100 due one day after date and payable to J Showers or bearer and which note for a fair consideration had come in to the hands of deft and that on trial deft will set off so much thereof as may appear to be due ~~deft~~ plaintiff and take judgment on the balance

D. C. Lawrence atty for deft

Plea filed Sept 23rd 1840 Jas H Giles Clerk

Union Com. Pleas

Seri Arthur

v.

William D. Smith

Assn.

Filed Aug 7. 1840

Jno. H. Lee Atty

Recorded

Court of Comm. Pleas May Term 1840

Union County ss. Levi Antrim by Powell his attorney complains of William D. Smith in a plea of assumpsit, for that whereas heretofore, to wit, on the first day of January 1840 at Union county the sd Smith was indebted to the plaintiff in the sum of fifty dollars for the use and occupancy of a lot of land & house and other tenements thereon situate in the sd County which he the sd defendant by the consent and permission of the sd plaintiff before that time obtained at the request of the sd defendant; and being so indebted he the sd defendant in consideration thereof afterwards to wit on the sd day & year last afore at Union County afore undertook & then & there promised to pay the plaintiff the sd sum of money when he should be thereto afterwards requested. Yet the sd defendant though often requested so to do has not as yet paid the sd sum of fifty dollars or any part thereof. To the damage of the plaintiff 75 dollars and therefore he brings his suit &c.

J. B. Powell Pltffs atty.

Wm D. Smith vs Levi Antrim } May term Court of Common Pleas in Union County 1840

And the said Wm D. Smith comes and defends &c and says that he did not assume and promise in manner and form as the the plaintiff hath declared against him and of this he puts himself upon the country and the plaintiff doth the like By W. Lawrence his atty

The plaintiff will take notice that on the trial of the above cause deft 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 50 $. for the price and value of work before that time done and materials for the same provided by the defendant for the plaintiff and at his request and also in the sum fifty dollars for money found to be due from the plaintiff on an account stated between them

Mr Gregg's Receipt

Received March 4th 1889 of W D Smith
five dollars in full for making and putting
up a double gate and other repairs on the
property occupied by him William Gregg
$5,00

Mr Antrim's receipt

Received January 11th 1884 of W. D. Smith.
fifteen dollars in part for one years rent
of my house & lot in Maysville, occupied now by him

$15,00

Levi Ehrlich

Sir
Wm. D. Smith

Filed April
15th 1840.
Jas. W. Geer Clk

Maysville March 6th 1840

We the undersigned Trustees of the first Presbyterian congregation of Maysville, do certify that there is due from Levi Autrim to Rev. W. D. Smith on Subscription for the year ending January 1st 1840 the sum of Sixteen dollars, and that the same is unpaid.

Stephen McCain
James H. Gill
Trustees

Civil/Domestic Case File

Case No. 1840-CV-0019

No. 40-cv-19

Union Common Pleas Court.

Isaiah Mahaffey
Plaintiff,

AGAINST

W H Moores et al
Defendant.

OCT TERM. 1840

Discontinued

Journal 2 Page 279

Record No. No Record Page

Ex. Doc. Page

Isaiah Mahaffey
vs } Transcript
W. W. Woods
Josiah Gabriel

Filed May 15th 1840
Ja P. W. Gill Clerk

Cost bill made

State of Ohio Union County
Justices Docket Entry

Isaiah Mahaffey vs W. W. Woods & Josiah Gabriel

Suit Brought on account per bill filed Amount $117.57 with a credit of $39 64 endorsed on said bill
January 27th 1840 Summons issued for Deft and handed to John Wells Const Returnable on the 31 at 10 o clock A.M. was returned in due time endorsed served by reading to the Defendants fee 0.50
Jan 28th subpoenas issued by order of Plantiff for John Gibson Charles Mullin Richard Bancroft Robert Stout which was returned by William Wells const endorse served by reading to witnesses fee 0.65

Parties cost	
summons	0 12½
satisfactio	0 10
subpoenas	0 24½
swaring wit.	0 26
trial	0 25
this bancroft	0 31¼
	$1,26½

January 31st Parties and witnesses appeared Plantiff was sworn to the validity of his book account John Gibson Richard Bancroft Robert Stout and Charles Mullin were sworn and examine on the part of Plantiff. Albert Brunel was sworn and examine on the part of Deft after hearing the testimony it is considered by me that the Plantiff Recover of Defendants a Judgment for the sum of Seventeen dollars Sixty eight cents and costs of suit
In the suit of Isaiah Mahaffy against W. W. Woods and Josiah Gabriel I Agustus Hall do acknowledge my self Bail for Defendants in the sum of fifty dollars to be levied on my goods and Chattles

lands and tenements if in case the said W. W. Woods & J. Gabriel fail to pay the Debt and costs and costs that may accrue in the court of common pleas

A. Hall

Taken signed and acknowledged before me this 10 day of February A.D. 1840

James Lowe J.P.

I certify the above to be a correct copy of the proceedings had before me Given under my hand and seal this 15th day of May A.D. 1840

James Lowe J.P. (L.S.)

Witness fees

John Gibson	0.50
Charles Mullin	0 50
R Bancroft	0 50
Rob Stout	0 50
A Munnel	0 25

Count cost Wm Wells $1.15

Monroe Com. Pleas

Isaiah Mahaffey
vs
Wm. Woods

Wm. W. Woods
and
Josiah Gabriel

Filed July 30. 1840
James H. Gill Clk

State of Ohio
Union County ss } Court of Com Pleas May Term
Isaiah Mahaffey } in the year 1840
vs } on appeal from Justice Dobbs
Wm H Woods & Josiah Gabriel } The said Isaiah Mahaffey complains of Wm H Woods & Josiah Gabriel in a plea of assumpsit for that whereas on the first day of January 1840 & previous to that time at the County of Union the said Wm H Woods & Josiah Gabriel were partners in business under the name of Wm H Woods & Josiah Gabriel & as such partners were then & there indebted to the pltff in the sum of One hundred & twenty dollars for victuals lodging & drink ~~before~~ then & there & previous to that time furnished by pltff for defts at their request

And also for that whereas the said defendants as ~~the~~ such partners on the first day of January 1840 at the County aforesaid were indebted to the pltff in the sum of One hundred & twenty dollars for money found to be due from the defendants to the pltff on an account then & there stated between them

And whereas the defts on the fifth day Jan. 1840 in consideration of the premises promised to pay the said several sums of money to the pltff on request. Yet they have ~~not~~ disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the pltff one hundred & fifty dollars & so he sues. By O B Cole his atty

Josiah Mahaffy

vs } bill of Parties

W.m W. Woods and

Josiah Gabriel

Filed May 15th 1840

Ja.s W. Gill, Clerk

44.85	
49.55	
47.57	
47.11	
96.76	
1.88	
1065	

June 7th 1839

W W Wood and Gabriel

To J Mahaffey — Dr

	To Beer —	.. 12½
8	To do —	.. 25
9	To — do —	.. 12½
14	To — do —	.. 12½
19	To 4 drinks	.. 25
20	To Horse feed —	.. 50
21	To do — do	.. 50
22	To do — do	.. 50
28	To quart rum	.. 50
	To — Beer —	.. 50
29	To — oats —	.. 12½
4 July	Drink by hands	.. 50
	To oats —	.. 25
6	To Drink	.. 18¾
17	— To Horse feed	50
18	— To do do	50
	To — Hay —	50
27	Horse feed drink	37½
30	To Bording and drink	1.00
31	To do do	.. 50
1 Aug	do do	.. 50
2	To 1 mele —	.. 25
3	To do do	25
5	To 2 meles —	37½
	To Hay for oxen	125
26	To 1 quart w —	25
27	To 1 mele —	18¾
	To 1 quart w —	25
28	To do do —	25
	To Hay —	75
	To Keeping Horse 2 weeks —	.. 5.00
30	To 1 mele —	.. 18¾
31	To quart wh —	25
	To 4 do do	100
		$18.56

July 12

	To Bording —	$26.00
	To keeping horse	12.00
Sep 3	Bording hands	37.00
	To Sundries at Brick	3.00
13	To 1 mele —	.. 18¾
	Jade Horse —	5.12
19	To Beer —	.. 37½
	To 3 Bushels oats	.. 75
	To Horse feed —	12½
23	To Bording —	1.75
		$86.33
	Drink by hands	12.68
		99.01

Sep 15 Cr
By Goods $39.64

Civil/Domestic Case File

Case No. 1840-CV-0020

No. 40-CV-20

Union Common Pleas Court.

Peter Hopkins
Plaintiff,

AGAINST

John Baldwin,
Defendant.

APR TERM. 1841

Discontinued

Journal 2 Page 297

Record No. 3 Page 481

Ex. Doc. 1 Page 256

Union Com. Pleas

Peter Hopkins
vs Precipe
John Boldewin

Precipe

Filed May 16th 1820
Ths. W. Gies Clk

John Sanderson Atty for pltff

State of Ohio Union County Court of Common Pleas May Term A.D. 1840

Peter Hopkins
vs
John Baldwin } Assumpsit
Damages $400.00.

Issue a Summons returnable at next term enclose suit brot on promissory Note given by Defendant to plaintiff for the sum of three hundred Dollars for Value Recd. dated the twenty seventh of June A.D. 1838 and due on the first day of November A.D. 1839

Also for goods sold & delivered money lent & received

John Lawrence
Attorney

To the Clerk Union Com. pls.

"Suit brot on promissory note given by defendant to plaintiff for the sum of three hundred dollars for value Recd. dated the twenty seventh of June A.D. 1838 and due on the first day of November A.D. 1839 Also for goods sold & delivd. money lent & received."

John Lawrence
Atty pro pltff

Served by delivering a certified Copy to Defendant
N Clark Sheriff

Com. Pleas. Union Co

Peter Hopkins
vs } Summons
John Baldwin

Serv	35
Mil	10
Copy	15
	$1,55

Filed May 21st 1840
Jno H. Gill Clk

48
2.03

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON John Baldwin to appear on the first day of our 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 Hopkins

in a plea of Assumpsit Damages $100.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 16 day of May A.D. 18 40.

Jas. H. Gill CLERK.

Ino Baldwin
cas
Peter Hopkins
Filed April 3. 1861
Chas W Lud Clk

Peter Hopkins vs John Baldwin } Union Com pleas April Term 1841

Clerk will issue subponas for Levi Phelps and others on behalf of Defendant

Union Co Clerk Com pleas

W C Lawrence atty for Deft

~~for~~ to Defendant at his request And Whereas
the said John Baldwin afterwards to wit
on the 15th day of May ~~1848~~ in the year
last aforesaid in Consideration of the premises
then and there promised to pay the said last
mentioned several sums of money to the
said Peter Hopkins on request yet he hath
disregarded his promises and hath not
paid the said several sums of money though often requested nor
either of them nor any part thereof to the
Damage of the said Peter Hopkins 400$
And thereupon he brings suit &c

By John Lucas his atty

Minor Common Pleas

Peter Hopkins
vs
John Baldwin

Case

Recovery

Filed June 12-1848
Jos. H. Lee Clk
Costs in suit

John Lucas atty for Pltff

State of Ohio Union County Court of Common Pleas May term A.D. 1840

Peter Hopkins
vs
John Baldwin } Assumpsit

Union County ss

Peter Hopkins complaining of John Baldwin in a plea of Assumpsit for that whereas the said John Baldwin on the 27th day of June A.D. ~~1840~~ 1838 made his promissory note in writing (and now for him to the court shown) and delivered the same to the said Peter Hopkins and thereby promised to pay to the said Peter Hopkins his or assigns three hundred Dollars on or before the first day of November A.D. 1839 which period has now elapsed and the said John Baldwin then and there in consideration of the premises promised to pay the amount of the said note to the said Peter Hopkins according to the tenor and effect thereof

And also for that whereas the said John Baldwin on the 10th day of May 1840 was indebted to the said Peter Hopkins in the sum of four hundred Dollars for the price and value of goods then and there bargained and sold by the said Peter Hopkins to the said John Baldwin at his request and in the sum of four hundred Dollars for the ~~price and value of~~ work done then and there ~~done for the~~ lent by the plaintiff

Union Com. Pleas

Peter Hopkins

vs 3 Inc fa arts

John Baldwin

Filed Feby. 6. 1841

Jas. H. Fitz Clk

Peter Hopkins
vs
John Baldwin

Union Com. Pleas. April Term 1861
Clerk issue Subpoenas for Saml R.
Sanders & Jacob Rees returnable next
Term Feb. 6. 1861

Samuel R. Sanders Agent
for Deft

Union Com. Pleas

John Baldwin

ads

Peter Hopkins

Served by reading to
Levi Phelps. Apl 3d
1841. Wm N Steele Deff

Filed Apl. 6. 1841
Saml. M. Gillette

Service — 35
Mil — 05

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Levi Phelps

to be and appear before our 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 Baldwin

in a certain matter in controversy in our said Court depending: wherein Peter Hopkins is plaintiff, and said John Baldwin 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 said Court at the Court house aforesaid, this three day of April A. D. 1841.

Jas H. Gill CLERK.

C.J. Docket No. 1 Page 179

Peter Hopkins

v

John Baldwin

Costs $10.84
Writ 1.79

Rec'd this writ Feb 5 1842.

Made in full
D. Wheeler Sheff

Fees 35
Mile 5
Pound 22
62

Filed Feb. 8. 1842
James H. Gillespie 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 fourteenth day of April A. D, 1841 Peter Hopkins

recovered against John Baldwin

dollars

as well as the sum of

and cents, for damages, as the sum of $10.84

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 Baldwin

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the fourteenth day of April A. D., 1841. until paid. Also, the sum of $0.41 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 fifth day of February A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0021

No. 40-CV-21

Union Common Pleas Court.

A Hoskins
Plaintiff,

AGAINST

Hugh Thompson
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$112.

Recorded &
Indexed.

Journal	2	Page	303
Record No.	3	Page	475
Ex. Doc.	1	Page	221

Union. Com. Pleas

No 2

Hugh Thompson
vs } Transcript
Stephens Hopkins

Filed May 19th 1840

Jas H. Gill Clk

Hugh Thompson } $33.04 debt
vs } Suit brought on a note of hand dated
Alpheus Haskins } the 1st day of May AD 1834 due the 24th day
of January 1840 calling for thirty two
dollars and eighty eight cents bill of particulars
filed

Justice cost
summons 12½
swearing witnesses 12
Judgment 25
this transcript 31¼
bail bond 25

Feb 19th AD 1840 summons issued directed to any
constable of the Township of Allen returnable
on the 26th at one o clock P M. summons returned
served by reading Feb 21st 1840 travel 20 cents
servis 10 cents John Epples Constable
Feb the 26th one o clock P M. the plantiff failed
to appear the defendant appeared trial the
the defendant was sworn as to his account Enoch
Morse and Elijah Burroughs were sworn as
witnesses for the defendant and upon hearing
I do find that the plantiff Hugh Thompson
does owe the defendant Alpheus Haskins the sum of $37.22
and that the defendant owes the plantiff the sum of 33.04
leaving a balance of 4.18

Constable costs
travel 20
servis 10
$1.35¼

It is therefore considered by me that the defendant Alpheus Haskins recover of the plantiff Hugh Thompson the sum of four dollars and eighteen cents and his costs herein taxed at one dollar and thirty seven cents

In the action of Hugh Thompson vs Alpeas Haskins I P B Cole acknowledge myself bail for Hugh Thompson the appelant in the sum of fifty dollars to be levyed of goods and chattles lands and tenements in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the court of common pleas

Taken signed and acknowledged before me this 6th day of March in the year 1840 P B Cole
A. D. Williams J P

The State of Ohio Union County Allen Township ss
I do hereby certify that the above is a full and true copy from my docket of the proceding had by and before me in the above case
A. D. Williams J P of the aforesaid Township

Union Com Pleas

Hugh Thompson

vs } Declaration
} assumpsit

Alphaeus Hoskins

Filed June 15. 1840

James H. Gill Clk

Hugh Thompson vs Alphius Hoskins } Court of Com. Pleas May Term AD 1840
} In assumpsit Damages $100.

State of Ohio Union County ss

Hugh Thompson complains of Alphius Haskins in a plea of assumpsit for that whereas the said Alphius Hoskins on the 15th day of May AD 1839 at the County of Union aforesaid made his promissory Note in writing and delivered the same to the said Hugh Thompson and thereby promised to pay to the said Hugh Thompson or order thirty two dollars and Eighty Eight Cents on or before the 24th day of January AD 1840, which period has now elapsed and the said Alphius Haskins thereupon in Consideration of the premises promised to pay the amount of said note to the said Hugh Thompson according to the tenor & effect thereof. And whereas the said ~~Hugh Thompson~~ Alphius Hoskins afterwards to wit, on the day and year aforesaid at the County aforesaid was indebted to the said Hugh Thompson in the further sum of thirty two dollars & Eighty Eight Cents for money found to be due from the defendant to the plaintiff on an account then & there stated between them

And whereas the defendant afterwards on the 1st day of February AD 1840 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 promise 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 therefore he sues

By O D & Cole his atty

Union Com Pleas

A Hoskins
vs
Hugh Thompson

Plea

Filed Sept 23. 1840
James H. Gill Clerk
cost bill made

Recorded

1.12

Alpheus Hoskins } Union Com Pleas May term 1840
vs
Hugh Thompson } In debt

And the said Alpheus comes and defends &c and says that he does not owe the said sum of Money above demanded or any part thereof in manner and form as the said Hugh Thompson hath complained against him and of this he puts himself upon the Country and the said Hugh doth the like 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 was and is still indebted to the defendant in the sum of fifty dollars for the price and value of goods before that time sold and delivered to the plaintiff by defendant at his request and also in the sum of fifty dollars for the price and value of work before that time done and materials for the same provided by defendant for the plaintiff at his request and also in the ~~for~~ for the sum of fifty dollars for money before that time lent by defendant to plaintiff at his request and in the sum of seventy dollars for money paid by defendant for plaintiff at his request and in the sum of fifty dollars for money found due defendant on an account stated between them of which said sums defendant will set off so much as plaintiff may recover on and take Judgment for the balance if possible

W C Lawrence his atty

Union Com Pleas

Hugh Thompson

vs } Sub

Stephen Hoskins

Serv 12½
Copy – 12½
Mil – 50
75

Filed Oct 6. 1840
Jas H. Gooch

Certify Copy H Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Ozro 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 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 said Thompson is plaintiff, and Alpheas Haskins 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 5th day of Oct A.D. 1840.

James H. Gill Clerk.

Union Com Pleas

Hugh Thompson

vs Ext

Alpheus Haskins

Served by reading Apl 3. 1841

~~Served by~~ Copy ~~[illegible]~~

Service	35
Mileage —	50
~~Copy~~ —	00
	0 85

Wm Steele Sheff

Filed ~~April~~ 13 1841

Jas H Ewing Clk

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

We command you to summon Ezra Burrows to appear before our Court of Common Pleas in and for said County at the Court house in Marysville on the first day of next Term to testify on behalf of Hughes Thompson in a case in said Court pending wherein said Thompson is pltff & Alphus Hoskins is deft. & this they shall in no wise omit and have you then there this writ

Witness Saml H Gill Clerk of said Court at the Court House this 11 day of March A.D. 1861

James H Gill Clerk

Union Com Plas

A Hoskins

adv & Sub

Hugh Thompson

Demur & Deft

Filed April 13. 1841

Jas. H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Enoch Moore ~~[illegible]~~ Burrows & Orlin A Hoskins Caleb Clark

to be and appear before our 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 Alphas Hoskins

in a certain matter in controversy in our said Court depending: wherein Hugh Thompson is plaintiff, and Lain Hoskins 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 said Court at the Court house aforesaid, this fifth day of April A. D. 184[illegible].

Jas H Gill CLERK.

May the 7 the 1839

one Day after Date I promise to pay unto
Isaac McClung two Dollars for value Received
of him

Hugh Thompson

H Thom
Creditt

Credit by one half bushel of timothy seed 15 6d

Alpheus Haskins
adv }
Hugh Thompson

Filed Apl 5. 1848
Jas W Lee Clk

A. Hoskins
adv
Mary Thompson

Recipe for
witnesses

Hugh Thompson's admr
vs
Alpheus Hoskins

Minor Com Pleas
for trial April term
1841.

issue Subpoena for
Morse Angus Clark Ozro Barrows. Orlin A
Hoskins
Clerk of Com Pleas W. C. Lawrence a 5
for Deft

Hugh Thompson to Elijah Burroughs
Credit to one pair of shoes — at $1,62½
cents also to one order on gooden
for seventy five cents

75
1.37½

Mr. Thompson

Pleas pay Mr. Hoskins one dollor and fifty cents it being foull of your account and oblige yours

Allen January 24th 1840

Enoch Morse

hoskins
Note 3 2 4 4

$32.88.

On or before the 24th day of January 1840. I promise to pay Hugh Thompson or order thirty two dollars & eighty eight cents for value received this 1st day of May A.D. 1839.

Attest.
William Nicolas

Hilsher Hoskin

Hugh Thompson

dr to chopping and

of from five acres

three rods of ground

re _____ $17, 00

ah Burrough

Union Common Pleas

Polly Thompson Admx
No 11
vs 3 Page 82
Alphews Hoskins

Damages $1.12
Pltffs costs 6.37
Defts costs 18.25½
Writ .44

Recd this writ Apl 26. 1841

Service — — — .35
Mil — — — .05
Bond — — — .5[illegible]

levied upon 1 Dandy Carriage July 20th 1841 in Conjunction with another Execution in favor of Polly Thompson Admrx vs Alphews Hoskins, property Claimed by Levi Wells trial had for the right ~~Jury~~ Order ed by James Turner J.P. to restore the property to said Wells

W W Stark Sheriff

Service — 35
Mileage — 5

Filed Aug 16. 1841
Jas 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 fourteenth day of April A. D., 1841 Polly Thompson Administratrix of Hugh Thompson deceased

recovered against Alpheus Haskins

as well the sum of one dollars and twelve cents, for her damages, as the sum of $6.37 for her 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 Alpheus Hoskins

you cause to be made the damages and costs aforesaid, with interest thereon from the fourteenth day of April A. D., 1841, until paid. Also, the sum of $18.25½ the costs of ~~i[illegible]~~ Defendant 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 Polly Thompson Administratrix of Hugh Thompson deceased

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.

Hugh Thompson
account

April the first 1833 —

Hugh Thompson to Alpheas Hoskins Dr

to my waggon and hire man to middleburg $1.25

do to my son and hire man and team to Isa

" hainesfor straw ——— $1.00

do to keeping two horses four weeks at one

" dollar per week for each horse ——— $8,00

do to the use of my waggon to richwood — $1,50

do to wood sold by the above Thompson to

A Sneffin and Clark ——— $2,50

do to fire wood halled and found by me

" for three weeks for the use of Thompson $3,00

do to one bridle ——— $2,00

do to the use of my wagon to leisburg ——— 50cts

19.75

No 1 Ex Docket
pp 82

Union Com Pleas

Polly Thompson Admrx

vs

Alpheus Hoskins

Damages	$1.12
Costs	24.62½
Execution	1.62
Writ	41

Recd this writ Oct 21st 1843

Levied upon Four thousand
Brick and Eight Hundred feet of Flooring
Board & 2 Barrels Potatoes all by order
of Plaintiff's counsel also on the twenty more on the 25th inst
Buck and Plank Replevined by Orin Hoskins and the
More also by Mrs Hoskins Nov 8th 1843

Filed Nov. 29th 1843
John Capel Clerk

Service	.35
Mile	10
Mooring P. of	25
Adv't	25
Pr't fee	1.25
	$2.20

W W Steele Sheriff
pr A G Dunning Dep't

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 fourteenth day of April A. D., 1841 Polly Thompson administratrix of the estate of Hugh Thompson decease

recovered against Alpheus Hoskins

as well the sum of ~~One dollar~~ dollars and Twelve cents, for her damages, as the sum of $ 24.62½ for her 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 Alpheus Hoskins

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 $ 1.62 the costs of increase on said judgement, and the accraing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Polly Thompson Administratrix as aforesaid

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 twentieth day of October A. D., 1843.

Attest:

John Cassil CLERK.

Docket No 1 Page 82

Polly Thompson

v

Alphias Hoskins

Damages $1.12
Pltffs costs 6.37
Defts costs 18.25½
Lemon .81
Cert .41

Recd this writ apl 8. 1842 No property found whereon to levy apl 25. 1842 rtd Stet Sff

Stay 35
Ord 05
40

Filed April 27. 1842
Jas Hill 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 Polly Thompson Admtr of Hugh Thompson decd

recovered against Alphias Haskins

as well the sum of one dollar dollars and twelve cents, for her damages, as the sum of $ 6.37 for her 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 Alphias Haskins

you cause to be made the damages and cost aforesaid with interest thereon from the 14th day of April A. D., 1841. until paid. Also, the sum of $0.81 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Pltff

also $18.25½ fifty cents in this case

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

Attest: Jas. H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0022

No. 40-CV-22

Union Common Pleas Court.

Lyne Starling Jr Plaintiff,

AGAINST

Hiram Beal, Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$1433 32

Journal 2 Page 260

Record No. 3 Page 430

Ex. Doc. 1 Page 223

Union ~~Com. Pleas~~ Com. Pleas

Lynn Starling Jr

for use

vs. } Deed

Hiram Beal

Filed May 19th

1840

Jas. H. Gill Clk

cost bill made

Recorded

MAY TERM. 1840

State of Ohio, Union — County Court of Common Pleas, of the Term of May — One Thousand Eight Hundred and forty,

Union County, ss. Lyne Starling Jr. for the use of Michael L. Sullivant, Wray Thomas & Matthew J. Gilbert Plaintiff in this suit, by Brush & Gilbert his Attorney complains of Hiram Beal

Defendant in this suit, of a plea of trespass on the case, upon promises, &c. For that, whereas, the said defendant

Heretofore, to-wit: on the first day of June One Thousand Eight Hundred and thirty seven at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this Court, made his certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there one year after date, promised to pay the said Plaintiff, or order one hundred and eleven dollars, with interest from date, for value received

and then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

And whereas also, the said defendant

Heretofore, to-wit: on the first day of June One Thousand Eight Hundred and thirty seven at Marysville in the county of Union and State of Ohio, and within the jurisdiction of this Court, made his certain other promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there two years after date, promised to pay the said Plaintiff or order one hundred and eleven dollars with interest from date, for value received

and then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,) has not as yet

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do.

AND WHEREAS, also, the said Defendant afterwards, to wit, on the first day of January in the year of our Lord One Thousand Eight Hundred and thirty 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 money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant 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 pltff

Civil/Domestic Case File

Case No. 1840-CV-0023

No. 40-CV-23

Union Common Pleas Court.

Chester Farnsworth
Plaintiff,

AGAINST

Stephen Dysart,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$60

Journal 2 Page 283
Record No. 3 Page 435
Ex. Doc. 1 Page 208

Chester Hamm
vs } Transcript
Stephen Dysert

Filed May 19th 1846
Jas. H. Gill Clk.

Bill made
Recorded

10.00
2.00
5.00
5.00
5.00
2.00
5.00
5.00
6.00
5.00
5.00
1.00
46.00

12)46.00
36
10

State of Ohio Union County
Justices Docket Cnty

Chester Farnum
vs
Stephen Dysert

Suit Brought for Damages as bill filed

Dec 3rd 1839 Summons issued to Wm Wells const returnable on the 7th of Dec at 2 o'clock P.M. which was returned in due time endorsed served by reading to Deft for 25 cents Subpoenas issued to Wm Wells const by order of Plff for Hezekiah Bates Wm Campbell and Daniel Williams which was returned endorsed served by reading to witnesses for 35 cents Dec 5th 1839 Subpoenas issued by order of Deft to Wm Wells const which was returned endorsed served by reading for 20 Dec 7th 1839 Parties appeared Subpoenas issued to A Marks const by order of Deft for George Marks which was returned endorsed served by reading to George Marks for 15 cents Subpoens issued for Wm. C. Lawrence P. B. Cole Jacob Catron was return by A Marks const endorsed served by reading for 30 cents
Trial had Hezekiah Bates Daniel Williams Wm Campbell Mains Wasson Ralph Bates Sworn and examined on the part of plantiff George Marks Daniel Hufman Joseph Stiner P. B. Cole & Jacob Catron Sworn and examined on the part of Deft After hearing the testimony it is there for considered by me that the plantiff recover of Defendant a Judgement for the sum of fifty dollars and costs of suit, Deft gave notice for an appeal

In the suit of Chester Farnum against Stephen Dysert I Stephen McLain do acknowledge my self Bail for appellant in the sum of one hundred and twenty dollars to be levied on my goods and chattles lands and tenements if de fault be made in condition following which is that if in case the said Stephen Dysert fail to pay the debt and costs and costs that may accrue in the court of common pleas

(Signed) Stephen McLain

Taken signed and acknowledged before me this 13 day of Dec A D 1839
James Lynn J P

I certify the above to contain a correct copy of the proceedings had before me Given under my hand this 8th Day of May A D 1840
James Lynn J P

Justices cost

Summons	$0.12½
Subpoenas	0 57½
Satisfaction	0 10
Swearing witnesses	0 40
Trial	0 25
Bail Bond	0 25
this transcript	0.31¼
	$2.01¼

Const cost Wells $0.80
do Marks 0.30

Plantiffs witnesses

H Bates	0.50
Wm Campbell	0.50
Dan Williams	0 50
M Wasson	0 25
Ralph Bates	0 25

Deffs

George Marks	0 50
W.C Lawrence	0 50
P B Cole	0 50
Jacob Catron	0 50
D. Hufman	0 25
Joseph Stiner	0 50

Issued by Reading & Claudy

Jamaica
vs
Sub
Digest

~~Ser 15~~
~~Mil 16~~
~~27~~

Ser 25
Mil 10
35

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting,

WE COMMAND YOU TO SUMMON Levin Harley and Thomas Turner

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, to testify and the truth to speak on behalf of Chester Farmer in a certain matter in controversy in our said Court depending: wherein Saw Farmer is plaintiff, and Stephen Dysart 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 8 day of Oct A.D. 1840.

Jos. H. Gill Clerk.

Union Com. Pleas

Stephen Tyson

ads } Sub

Chester Fannin

Sem 37½

Mil - 16

77½

Sent by Reading R Clark Thursday

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON John D. Pollock William Orr and Constant Bacon

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 to testify and the truth to speak on behalf of Stephen Dysert in a certain matter in controversy in our said Court depending: wherein Chester Fannin is plaintiff, and said Dysert 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 8th day of Oct A.D. 1840.

James H. Gill Clerk.

C Bacon
75

Marysville Jan 5th 1841

Received my fee in full of Stephen Desert in the suit Chester Farnum vs Stephen Desert Constant Bacon

S Thrasher

75

Recied of Stephen Everett seventy five cents in full for my witness fees in a suit between said Everett an Charles Farrem

Salomo his X mark Stratton

$,75.0 January 7th 1841

Attest R Brown

D Huffman

1.00

December the 11 1840.

one Dollar in full of my fees in a suit
of Farnum against Stephen Dysert for Damage
&c.

Received of Stephen Dysert

Daniel Hopman

C Farnum

Receipt

$12.00

C. Fannin } Union Com Pleas Oct Term 1840.
vs
Stephen Tyson } C. Fannin recovered to $6.00 damages
and 6.00 Costs
$12.00

Mary 8. 1841

Jas H Gill Clk

Recd the above of W.W. Steele Sheff
Chester Fannin

6.00

J. D. Pollock

Receipt

Marysville January 23d 1841

Recd of Stephen Dysert my fees in full in the case of Chester Farnam vs Stephen Dysert —

John B. Pollock

Wm Campbell

1.25

Received Dec 14th 1840
Seventy five cents in full of my
cost as witness in the case of Chestes
Hasseem against Stephen Dysert
in the Court of Pon Pleas — William Campbell

M Wason

25

Paid of Stephen Dysart the amount of my fee
in the suit between said Dysart and Esther Gammon

July 8' 1841.

M Wason

L. Hurley

1/75

December 7th 1840

Received of Stephen Dysert
Seventy five Cents part of my fees as a witness in the
Suit of C. Farnum against said Dysert for damage

L. Hurley

230

	19.75
	18.25
	38.00
	457.15
	38.00
	1.52
	1.52
	3.65

Burton 13
McIlroy 12
Hards 12
Castle 13

Chester Parkman } Union Com Pleas
vs } Oct term
Stephen Dysert } In this case I was sworn
but charge not fee $75
April 10. 1846 W. Cox

T Turner
"75

Received Jan 21st 1844
of Stephen Dysart seventy five cents
in full of my fee as witness in the
Suit of H. Farnum against said
Dysart in the court of common Pleas
of Lenia Co

Thomas Lowe

Union Com Pleas

6. January

vs 3 Sub

Stephen Dysart

Serv — 75

Mil 25

$1,00

Filed by Wm Dixt Clerk Union

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Tom Campbell Joseph Stiner Solomon Thrasher Alexander Gibson Daniel Williams & Daniel Huffman

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 Chester Farnum in a certain matter in controversy in our said Court depending: wherein Chester Farnum is plaintiff, and Stephen Dysart 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 6th day of Oct A.D. 1840.

James H. Gill Clerk.

J. D. Pollock

" 75

75
75
1.00
75
75
1.25
12.00
25
75
17.85
28
45.85
12
33.85
25
33.10

Wm Campbell	2 days	1.25
Dan. Williams		1.25
N. Mason		.25
Solomon Throashu		.75
Alex. Gibson		.75
Thos. Turner		.75
Levin Healy		.75
John D. Pollock		.75
Wm Orr		.75
C. Bacon		.75
Dan Huffman		1.00
Geo. Marks		.50
W. C. Lauzun		.75
P. B. Cole		.50

Dan the 7 1841
Recieved my fees in full of Stephen Dyser in the suit Chester Farmer vs Stephen Dyser

Chester Parmin
vs
Stephen Cysart

Declaration

Filed June 3d 1840
Jas. W. Gill Clk

Hale pa
Plff

Chester Farnum
vs
Stephen Dysert

In Union Common Pleas
To May Term AD 1841

This cause comes into Court by way of appeal from the judgement of a justice of the peace & thereupon Chester Farnum complains of Stephen Dysert in a plea of Trespass on the Case for that whereas the said Defendant on 5th April 1839 at ~~Marysville~~ Union County in consideration that the said plaintiff at the request of the Defendant would buy of him a certain horse for the sum of one hundred dollars he the said Defendant then and there promised the Plaintiff that the said horse was then and there sound and the said plaintiff avers that confiding in the said promise of the said Defendant did after words on the day & year last aforesaid at ~~Marysville~~ Union County aforesaid buy the said horse of the said Defendant and then and there paid him for the same the said sum of one hundred dollars yet the said Defendant disregarding his said promise thereby deceived and defrauded the said plaintiff in this that the said horse at the time of making the said promise of the said Defendant was not sound but on the contrary was then and there unsound whereby the said horse became and was of no use or value to the said plaintiff and he the said plaintiff hath been put to great charges and expense of his time and money in and about the feeding keeping & taking care of said horse in the whole amount=ing to a large sum of money. to wit $99.99.

and also for that whereas the said Defendant on the day & year aforesaid at ~~Marysville~~ Union County aforesaid in consideration that the plaintiff had then & there at the request of the said Defendant bought a certain other horse of the said Defendant

for the sum of one hundred Dollars then and there paid to the said defendant. he the said de=fendant. then & there sold said horse to the said plaintiff as a sound horse well knowing at that time that the said horse was unsound & diseased and that the said plaintiff could not & did not at the time of said sale & purchase discover said unsoundness and the said Defendant then & there fraudulently intend=ing to deceive & defraud the said plaintiff ~~fraudulently~~ fraudulently & deceitfully concealed said unsound=ness in said horse from said Plaintiff and sold the same to said plaintiff as a sound ~~and~~ healthy horse And the Plaintiff avers that though he then & there received said on the terms aforesaid in faith of the honesty of said Defendant that said horse proved to be unsound & diseased and of no value of all which the said ~~Dyserty~~ had notice long previous to the sale thereof to said plaintiff to the damage of said Plaintiff $199.99

And also for that whereas on the day & year aforesaid at ~~Pennsville~~ Union County aforesaid in consideration that the said plaintiff at the request of said defendant then & there would buy of him a certain other horse for the sum of one hundred dollars the said defendant falsely rep=resented that said horse was sound with the exception of a wound in the foot effected by gravel which said Defendant represented would cause ~~but~~ a temporary lameness and the said plaintiff confiding in the honesty & uprightness of the said defendant then & there purchased said horse of the said defendant and paid him the sum of one hun=dred dollars. Yet the said plaintiff avers that the said Defendant well knew that said horse was not injured by the gravel which would cause but a tempora=ry lameness. But on the contrary well knew

that said horse was ~~diseased~~ there diseased with the foot evil. And the said Defendant wickedly contriving to cheat & defraud said Plaintiff falsely represented that said horse was effected with the gravel only. well knowing that said Plaintiff could not in the then condition of the said horse discover the true cause of his lameness, and the said plaintiff avers that although he then and there received said horse on the terms aforesaid in faith of the honesty & representations of said Defendant yet said horse was unsound & diseased with the foot evil & of no value, of all which the said Defendant had full & early notice previous to the sale of said horse to Plaintiff. To the damage of the said Plaintiff ninety nine dollars & ninety nine cents therefore he sues &c

A. Hall. Atty for Plaintiff

Chester Sturmere
vs
Stephen Dygert

Judgt in Union Common Pleas vs Deft. Feb. Term 1840.

Recd of Stephen Dygert my fees as witness in this case in full

Jan 21st 1840

H Wm Ode

Chester Farnham

vs

Stephen Dizent } In Union Common Pleas
February Term AD 1840
Trespass on the Case

The Defendant is hereby notified that depositions will be taken to be read in this case before James Dunlap at his office in Paris Township in said County on Friday the 13th day of March Inst. between the hours of 12. at noon & nine P.M.

C. Farnham

Chester Farnham
vs
Stephen Dizzard

In Union Common Pleas
So. May Term A.D. 1840
Trespass on the Case.

Depositions taken to be read in the above entitled suit in the Court of Common Pleas in & for said County.

Hezekiah Bates of lawful age being first duly sworn according to law deposeth and saith that he knows the Bay horse that Plantiff bought of Defendant previous to the sale Dysert brought the horse to Deponant to have his foot examined and shod Deponant says he is a black smith and has been acquainted with the Diseases in horses feet for about forty years also says he has been particular acquainted with feet affected with the gravel and foot evel Deponant says that Defendant Brought the horse to him to be examined three or four months previous to the time he the Deff sold said horse to Plff Deponant says he then pared the Bottom of the horses foot and found the Bottom of the foot sound and no place where the gravel had worked up Deponant says when gravel gets in the bottom of the foot it works up and always leaves a place when pared that you can discover the place where it works up Deponant says he believes that Deff was present at the time he examin the foot Deponant says he told Deff that the foot was not gravelled

he he says Deff examine the foot after
it was pared Deponant says that Deff
Brought the horse again three or four
weeks afterwards to be examine again
Deponant says he pared the foot again
in presence of the Deff Deponant says he
still found the bottom of the foot sound
mutter so as any foot he ever pared
Deponant says he told Deff the foot was
not sound the horse still continue lame
Deponant says that Deff Braught the
horse again two or thee weeks afterwards
Deponant says he pared the foot again
down to a lump on the fore part of
the hoof Deponant says he found a
holler running up an inch or an inch
and a half in to the foot Deponant also
says he found the foot porus like a bee
comb with a kind of yellow substance
running out of the foot Deff was present
at the examination Deponant told Deff
it was the foot evil and not the grave
Deponant filed the foot with rossim
and tow and put on the shoe
Question by Plantiff had you
any doubt of its being the foot evil
that aled the horse answer
I had no doubt of its being the
foot evil i have been familiar with
ammuber of cases of the foot evil
Question what would be the differance
in the value of said horse if he had been
sound or as he was

Answer — I would not give any thing for a horse in that condition

Hezekiah Bates

I James Lowe a justice of the peace in and for the township of Paris in the county of Union Ohio do hereby certify that the above named Hezekiah Bates were by me first duly sworn to testify the truth the hole truth and nothing but the truth and that fore going Deposition by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice

in testimony where i have hereunto set my hand this 13th day of March A D 1840

James Lowe J P

Justice fee 0,50
Witness fee 0,50
$1,00

This Deposition is excepted to for want of Notice to Deft

Allen & Lawrence attys
for Deft

Union Com. Plas

Chester Fannin

vs } No. 27

Stephen Tyson

Damages $ 6.00
Plfs costs 14.46
Defts costs 22.41
Writ .41

43.28
Service .35
Mileage .15
Bond .50
Pr Centum 88
$45.16
Interest 41
$45.57

Made Jany. 21. 1841. $ 33.50

Made in full
W W Steele Shff

Filed April 13. 1841
Chas M Lewelle

Nov 19. 1840. Levied upon 1 Pleasure Waggon & 2 Mares

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 ~~[illegible]~~ 6th day of October A. D., 1840 Chester Farmer

recovered against Stephen Dysert

as well the sum of Six dollars and — cents, for his damages, as the sum of $14.46 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Stephen Dysert

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of Oct A. D., 1840, until paid. Also, the sum of $22.41 the costs of said Dysert ~~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 Chester Farmer

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this nineteenth day of November A. D., 1840

Attest: James H. Gill CLERK.

6,00
14.46

20.46
22,41

42,87
3

128,61

42,87
1,28
35
15
50

45 15
36,27

8,88

35,75
52

36,27 35 75
1

53,50
2,25

35,75

35
17
52

May 19 — 1840 — 278.87
05½
139 43
139 435

Int on 2nd Judgement 14.3 3.78 — apl —
Judgement — 278.87
Amt due, Plaintiff $293.20.7

Costs due — $8.35

Amt due on 1st Jdt — $281.20
Costs due — $22.85

7.14 7.55
8½ 35
358 5.90
3580
39.38 800

251.14 25 a/39
06
15,06.84
15.00.0
30.06.8
251.14
281.20

7.66
12.13
19.79
12
3858
1979
236.48

19.79
2.31
35
35
22.85

Civil/Domestic Case File

Case No. 1840-CV-0024

No. 40-CV-24

Union Common Pleas Court.

Henry Vanmeter
Plaintiff,

AGAINST

Charles Smith
Defendant.

OCT TERM, 1840

JUD'G V PLAINT'F

$110 85

Journal 2 Page 273

Record No. 3 Page 427

Ex. Doc. 1 Page 206

Union Com. Pleas

Henry Vanmeter

vs. } Transcript

Charles Smith

Filed May 19th 1840

Jas. H. Gill Clk

Transcript

Henry Vanmeter

vs

Charles Smith

Henry Vanmeter In Suit Decr 28th 1839

vs

Charles Smith

Damage $80, 00th 00mil

summons 12½

Subpoenas 16½

Const fees on sum 25

do do on subs 35

Swearing witness 16

Witnesses fees 2,00

Judgment .25

Bail Bond 25

Transcript 31¼

Suit Brought on account of Eighty Dollars as Bill of particulars filed

Summons Issued to Const Boughon December the 23rd day 1839 Returnable the 28th at 10 o clock A M. Subpoenas Issued by order of plaintiff for James Flora & Matthew Fonston to appear as Witnesses summons Returned by Const Boughon endorsed personally served on the 24th of this Inst by reading this 26th day of December 1839 fees 25ct Jno Boughon Const Subpoenas Returned by const endorsed personally served on the 24th and 25th of this Inst by reading this 26th day of December 1839 Jno Boughon Const:

December the Twenty eighth day 1839 the parties met and went into trial James Flora Matthew Fonston Mr McLung and Mr Vanmeter were sworn according to law and examined and after mature Deliberation it is considered that the Defendant obtain a judgment for costs of Suit taxed at Three Dollars and thirty five cents. This 28th day of December 1839

a true copy of the above named case from my Docket Joshua Judy C. P.

In the action of Henry Vanmeter against Charles Smith I A. C. Jennings do acknowledge myself bail for Henry Vanmeter the appelant in the sum of one hundred and Seventy Dollars to be levied upon my goods Chattels Lands and tenement in case the appelant shall be condemned in the action and shall fail to pay the condemnation Money and cost that have accrued or may accrue in the Court of Common pleas signed and acknowledged on the 5th day of January A D 1840 before me Joshua Judy J P

(SS) State of Ohio Union County (SS)

I Joshua Judy a justice of the peace in and for the Township of Liberty in Union County Ohio do hereby certify that the foregoing is a true Copy from my Docket of the proceedings and Judgment in the afore said case given under my hand and seal this 18th day of May A D 1840 Joshua Judy J P Seal

Union Com. Pleas

Charles Smith
adm
vs
Henry Vanmeter

Filed Aug 7. 1860
Jas. H. Gillett Clk

3

Ellis & Jones Converse attys

Union Common Plas 1840

Charles Smith
vs
Henry Vanmeter
} Plea

And the said Charles Smith by Ell B & J A Carmen his Attorney comes & defends the wrong & injury when &c & says that he is not guilty of the said supposed grievances laid to his charge in manner & form as the said Henry Vanmeter hath above thereof complained against him & of this he puts himself upon the Country & the said Henry Vanmeter doth the like

Ell B & J A Carmen Attys
for Deft

Filed May 19
1840
J. H. Lee

Charles Smith in Damage to
Henry Vanmeter one Sorrel Horse
$80,00,0

Union Com. Pleas

Henry Van Meter
vs Z Sub
Charles Smith

Serv — 50
Copys — 25
Mil — 55
$2,30

Filed Oct 6. 1840
Jas. H. Gill Clk

Transcribe Copy of Claim & Charge
Have by reading to Examiner & Collector
and by Copy to Hand & Fakiers

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON James Herd & Matthew Johnston Samuel McClurg and Jac. S Vanmeter

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the ~~first~~ Second day of next Term, to testify and the truth to speak on behalf of Henry Vanmeter in a certain matter in controversy in our said Court depending: wherein said Vanmeter is plaintiff, and Charles Smith is defendant. And this ~~ly~~ 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 28 day of Sept A.D. 1840.

James H Gill Clerk.

C. Smith
vs
Z Pierce
H Bannister
Tiena Aug 6. 1840
Jas. H. Gierlk

1.37½	11.00
.64	5.00
1.50	2.93½
3.51½	1.99
	20.92½

Henry Van meter

vs

Charles Smith

Appeal &

Issue a subpoena for James Hood

& Samuel G Smith as witnesses for the

Dft returnable forthwith

Moses R Bannin for Dft

6th October 1840

J A Gill Clk

Mon Com Pleas

Henry Vaumeter
vs } Dec
Charles Smith

filed June 24
1840

Jas. H. Gill Clerk

cost bill made

Recorded 2nd

State of Ohio } Union Common Pleas May term 1840
Union County SS }

Henry Vanmeter complains of Charles Smith in a plea of trover for that whereas the said Henry Vanmeter on the first day of May 1839 at Mechanicsburg to wit at the county of Union aforesaid was lawfully possessed as of his own property ~~and to wit~~ of Two Sorrel Horses Two Sorrel mares and Two Sorrel geldings of great value (to wit) of the value of eighty dollars and being so possessed the said Henry Vanmeter afterwards on the same day lost the same ~~and the~~ and the same afterwards on the same day at the county of Union came into possession of the said Charles Smith by finding. Yet the said Charles Smith though he well knew the same to belong to the said Henry Vanmeter yet intending to injure and defraud the said Henry Vanmeter thereof refused to deliver the same to the said Henry Vanmeter though requested so to do but afterwards on the same day converted the same to ~~his~~ the use of the said Charles Smith to the damage of the said Henry Vanmeter 80 $. and thereupon he sues &c By W C Lawrence his atty

Union Common Pleas

Henry Cannelor
vs } No. 22
Charles Smith

Pltff costs	$20.92
Deft costs	3.51½
Increase	.82
Interest	.73
	$25.98

Money made in full
John Owen Shff
6th Apl 1841 Cl.C.

Received the amount in full of the within Execution
25 April 1841
Charles Blanchin
atty for Deft

5.25½

Received of Pltff Shaw within the fees & Deft the sum of in the within Execution
Charles Blanchin
atty for Deft

Recd Sep 3, 1841 of Mr. Blanchin Esqr. ~~the within~~ fourteen Dollars and 98/100 costs in the above or within case
Sep 3rd 1841
Thos H. Lee Clk

Thos H. Lee Clk

Recd this writ Feb. 6th 41
John Owen Shff Cl.C.

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 Sixth day of October A. D., 1840 Charles Smith

recovered against Henry Vanmeter on a suit between said parties

~~as well the sum of~~ ~~dollars~~

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 3.51½

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Henry Vanmeter

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 $20.42 the costs of said Vanmeter ~~damages~~ 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 16th day of November A. D., 1840

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0025

No. 40-CV-25

Union Common Pleas Court.

M Gelbert

Plaintiff,

AGAINST

Samuel Barcus

Defendant.

APR TERM. 1841

Non Suited

No Record.

Journal 2 Page 296

Record No. Page

Ex. Doc. Page

Union Com Pleas

M Gibbs

vs } Precipe

Saml Parcus.

Filed May 19th 1840

Ja^s W. Lee Clerk

Matthew Gilbert
vs
Samuel Powers

Union C P
Assumpsit Dam $600.00

Upon a summons returnable forthwith, Endorsed "Suit brought on three notes of $129 each, dated June 1st 1837 and payable on the first day of December 1837, 1838 & 1839 also for money had and rec'd & goods sold & work and labor done & money due on account stated.

Brush & Gilbert
Atty's Pltff

To Clk Union Com Pl Cas
May 19th 1830

"Suit brot. on three notes of $129 each dated June 1st 1837. and payable on the first day of december 1837. 1838. & 1839. also for money had and rec.d &c. goods sold &c. work and labour done &c & money lent due on account stated."

Brush & Gilbert
Atty's pro. p&f

Served by delivering a certified copy to Deft
H. Clark Sheriff

Union Com. Pleas

Mathew Gilbert

vs } Summons

Sam.l Barcey.

Ser — 35
Mil — 50
Copy — 20
$1,05

Filed May 20. 1840
Jas H. Gill Clerk

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Samuel Barcus

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 Mathew Gilbert

in a plea of Assumpsit Damages $600.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 19th day of May A.D. 1844.

Ja. H. Gill CLERK.

THE STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } May TERM, 1840

Matthew Gilbert Plaintiff in this suit complains
of Samuel Parcuson

defendant in this suit, of a plea Assumpsit, &c.

For that whereas, the said defendant on the 1st day of June in the year of our Lord one thousand eight hundred and thirty Seven at the County of Union aforesaid made his 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 or order ~~at~~ for value recieved the sum of One Hundred & twenty nine dollars ~~and~~ with interest ~~cents, in~~ On the first day of December then next ~~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 **For that whereas,** also the said defendant on the 1st day of June in the year of our Lord one thousand eight hundred and thirty Seven at the County of Union aforesaid made his other promissory note in writing, and then and there delivered the same to said Gilbert and thereby, then and there promised to pay to the said Gilbert or order ~~at~~ for value recieved the sum of One hundred and twenty nine dollars ~~and~~ with interest ~~cents, in~~ On the first Day of December 1838 ~~date thereof,~~ which period has now elapsed;

and the said defendant in consideration of the premises, promised to pay the amount of the said second note to the said plaintiff according to the tenor and effect thereof.

And **For that whereas,** also the said defendant on the 1st day of June in the year of our Lord one thousand eight hundred and thirty Seven at the County of Union aforesaid made his certain other promissory note in writing, and then and there delivered the same to said Gilbert and thereby, then and there promised to pay to the said Gilbert or order ~~at~~ for value recieved the sum of One Hundred & twenty nine dollars ~~and~~ with interest ~~cents, in~~ On the [illegible] day of December 1839 ~~date thereof,~~ which period has now elapsed;

and the said defendant in consideration of the premises, promised to pay the amount of the said last mentioned note to the said plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendant afterwards, to wit, on the 10th day of December 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 Six 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 Six 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 Six hundred dollars, for so much money then and there by the plaintiff lent and advanced to, and paid, laid out and expended for, the defendant at his request; also in the further sum of Six 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 Six 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 doth neglect and refuse, to the damage of the plaintiff Six hundred dollars, and therefore he brings suit, &c.

Brush & Gilbert
Atty's for Pltff

Union Com Plas

W M Gilbert

vs } Declaration

Saml Barrett

Mar in Cept

Filed May 20th 1840

Jas H. Gill Clk

Costs bill made

Saml. Barcus
adg
Matthew Gillespie

Plea

Filed Oct 7. 1840
Jas. H. Gillespie Clk

Samuel Barcus
ads
Matthew Gilbert

Union Court of Common
Pleas October Term 1840

In the said Samuel Barcus
comes and defends &c and says that
he did not assume and promise in Manner and
form as the said Matthew Gilbert hath declared
against him, and this he puts himself upon the
Country and the said Matthew Gilbert doth
the like —

And for further plea the defen-
-dent saith that in consequence of the entire failure
of the pltff to comply with the conditions of his contract for which
said Notes were so given executed & delivered
by Defendant to the Pltaintiff the consideration of
said contract has wholly entirely failed and
this the said Defendant is ready to verify —

Marysville
October 7th 1840

By Crawford
Atty for Deft

Civil/Domestic Case File

Case No. 1840-CV-0026

No. 40-CV-26

Union Common Pleas Court.

Samuel Kirk
Plaintiff,

AGAINST

Joseph C Phifer et al
Defendant.

OCT TERM 1840

JUDGMENT VS DEFENDANT
$364 24

Journal 2 Page 262

Record No. 3 Page 407

Ex. Doc. 1 Page 201

Union Com. Pleas

Saml. Kirk
vs
Pricipe
Joseph C. Phifer
& David M
Hathaway.
Filed May 19th 1840
Jas. H. Lee Clk

Samuel Kirk
vs.
Joseph C. Phifer &
David M. Hathaway

Union Com. Pleas
Assumpsit Dam. $600 -
Issue a summons, returnable forthwith & endorse:

Suit brought upon a promissory note for $353.80, dated March 9th 1840 & payable on demand with interest, to Hiram Beal or bearer & by him delivered to Plaintiff, also for goods sold & delivered, work & labor done, money lent and advanced, paid laid out & expended, had & received & upon an account stated.

Brush & Gilbert
Attys for Pltff

James H. Gillesp Clk.
May 19th 1840

Union Com. Pleas

Samuel Kirk

vs. Declaration in Assumpsit

Joseph C. Shifer &
David M. Hathaway

Filed May 20th 1840
Ja. P. H. Gill Clk

cost bill made

Record

State of Ohio, Union — County Court of Common Pleas, of the Term of May — One Thousand Eight Hundred and forty — Union — County, ss.

Samuel Kirk — Plaintiff in this suit, by Brush & Gilbert his Attorneys complains of Joseph C. Shifer and David M. Hathaway

Defendants in this suit, of a plea of trespass on the case, upon promises, &c. For that, whereas, the said ~~defendant~~ Shifer and the said Hathaway by the name & style of D. M. Hathaway — Heretofore, to-wit: on the 9th — day of March One Thousand Eight Hundred and forty — at Marysville — in the county of Union and State of Ohio, and within the jurisdiction of this Court, made their — certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there For value received they or either of them promised to pay William Beal or bearer the just sum of Three hundred & fifty three dollars & eighty cents, on demand, with interest, till paid and then & there delivered the said promissory note to the said William Beal, and the said William Beal ~~and~~ then and there delivered the said promissory note to the said plaintiff by means whereof, and by force of the statute in such cases made and provided, the said Defendants then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable they — the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at Marysville — aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendants (although often requested so to do,) have not nor has either of them —

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendants to pay the same, have William Beal or to the said hitherto wholly neglected and refused, and still neglect and refuse so to do.

AND WHEREAS, also, the said Defendants afterwards, to wit, on the first — day of April in the year of our Lord One Thousand Eight Hundred and forty — in the county aforesaid, were indebted unto the Plaintiff in the further sum of Six 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 Six 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 Six 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 Six 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 Six 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, have not nor has either of them — 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 of Six hundred — Dollars, and therefore he brings suit, &c.

Brush & Gilbert
attys for Pltff

"Suit brot upon a promissory note for $353.80 dated March 9th 1840. & payable on demand with interest to Heram Beak or bearer & by him delivered to plaintiff — Also for goods sold & delivered work & labor done money lent and ~~[illegible]~~ advanced paid laid out & expended. had & received & upon an account stated. Bourk & Gilbert Attys for Plff

Union Com. Pleas

Saml. Kirk
vs } Summons
Joseph C. Pheifer and David M. Hathaway

Serv	55
2 Copys	40
Mil	75
	$1,70

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Joseph C. Phifer and David M. Hathaway 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 Saml Kirk

in a plea of Assumpsit Damages $600.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 19th day of May A.D. 1810.

Jas. H. Gill. CLERK.

Union Com. Pleas

Daniel Kirk

vs } No. 18
Page 44

Joseph C. Pfeifer

Damages	$364.24
Costs	9.98
Increase	10.24½
Writ	.35

Cr Feb. 2. 1841 $211.27½
" " " " 10.39
Rec'd this writ Apl 24 1841
Advertised Sale to be
Aug 16. 1841. not sold
for want of bidders
W W Steele Shff
Made Aug 16. $160..00

Service	.35
Mile —	.70
Advertising	2.50
Appraisers	1.50
Inquest	1.00
Bond	3.20
	9.25

Filed Aug 16. 1841
Jas. H Seebold

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 Sixth day of October A. D., 1840 Samuel Kirk

recovered against Joseph C. Phifer & David M. Hathaway

as well the sum of Three hundred and sixty four dollars and twenty four cents, for ~~Damages~~ his damages, as the sum of $9.98 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof~~, of the lands and tenements of the said Defts Joseph C. Phifer & David M. Hathaway which you hold by virtue of a lien heretofore by you made and which yet remain unsold as you have certified

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of October A. D., 1840, until paid. Also, the sum of $10.24½ 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 Samuel Kirk

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.

Tickets	$176.03
My fees	5.22
Assistant	1.50
Adverts	2.25
	185.00

50
6
300
185.00
115.00.

10.24x
55
8.55
20.84x

Union Common Pleas.

Samuel Kirk

vs.

Jos. C. Phifer et al.

Damages —	$364.24
Costs, — —	9.98
Increase, — —	35.15½
This writ, —	0.41
Cr. Feb. 2, 1841, —	$228.87½
" Aug. 16, 1841, —	160.00

Recd this writ May 23d 1843.
Advertised property for sale
July 1st 1843. - Not sold
for want of bidders

W. W. Steel Shff

Filed July 1st 1843
John Capel Clk

Serv	35
Mile	05
Adv'g	2.75
	3.15

.65

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF SAID COUNTY GREETING;

WHEREAS, at a Court of Common Please of said County, begun and held at the Court House in Marysville on the 6th day of October, A. D., 1840, Samuel Kirk

recovered against Joseph C. Phifer & David M. Hathaway

as well the sum of Three hundred and sixty four - - - - - dollars and twenty four cents, for his ——— damages, as the sum of $ 9.98 for his . . . costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the ~~goods and chattels, and for want thereof, of the~~ lands and tenements of the said Joseph C. Phifer, which you have heretofore levied, and which yet remain unsold, as you have certified, 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 $ 35.15½ 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 Samuel Kirk

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 23d day of May A. D., 1843

Attest; John Cassil, CLERK.

Union Com. Pleas

Samuel Kirk

vs Z. No 18

Joseph C. Phifer &

David M. Hathaway

damages	$364.24
costs	9.98
int	.41
	$374.63

Advertising —	0.00½
Service	35
Mileage	65
Bond	50
Advertising-2 —	3.75
Poundage —	$4.58 9.83½

Made Febr 2.1841. $228.87½
Wm Steele Shff

Febr 2 1841. Recd of Sheriff Steele two hundred Eleven doll and twenty Nine cents and one half on the above Execution

Samuel J Kirk

Filed March 22. 1841
Saml H Zeller Clk

Levied Nov 18. on 6 head Horses 3 head of Cattle 18 head of Sheep 18 head Hogs & Calves 400 bushels Corn 100 bushels Wheat 2 stacks Hay 8 head of Sheep Advertised for Sale on the 2nd day of February 1841. Did postpone for two hundred twenty Eight dollars & Eighty seven & one half cents Febr 2. 1841 no more goods & chattels found whereon to levy — levied upon 50 acres of land survey No 3480 bounded as follows, beginning at a hickory corner & Symm's East corner to said survey thence N 53 W 55 poles & 10 links to a stake thence N 76 ~~chains~~ 144 poles near to the Mangoldus East Side by State road thence S 83 E 55 poles to the original East line of said survey thence with said original East line S 7 W 144 poles to the beginning with all trees & improvements thereon and Appraised by the oaths of Sarah Kleeson Nathaniel Rappmiller & Jacob Arnea @ Appraisement at 9$ per acre. Febr 10. 1841. advertised the same for sale March 20 1841. & not sold for want of Bidders.

Wm Steele Sheriff

Recd of State
Feb 3. 1841 $10.32 costs
Saml H Zeller Clk

08851
21
77194

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 6th day of October A. D., 1840 Samuel Kirk

recovered against Joseph C. Phifer & David M. Hathaway

as well the sum of Three hundred and sixty four dollars and twenty four cents, for his damages, as the sum of $7.98 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 Joseph C. Phifer & David M. Hathaway

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 $ 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 Saml Kirk

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 November A. D., 1840

Attest: James H. Gill CLERK.

364.24
7.98
374.22
01
3.54.22
18.71
5.61.93
364.24
7.98
379.82
35
55
50
380.23
02
760.46
380.23
dis. 38.7.83.46

Ex. Docket. Page 44

Samuel Nisk

vs

Joseph C. Phifer

Damages $364.24
costs 9.98
Increase 20.84½
Writ .35
24.04½

Ex Feb 1 /41 $211.29½
" " " " 10.39
" Aug. 16. 40 $160.00

9 pieces
Advertised property for sale Oct 25. 1841. not sold for want of bidders
W W Steele Sheriff

Serv — 35
Adv 2.50
Filed Oct 26. 1841
Chas A Gillette

2.85
35
3.20

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 Sixth day of October A. D., 1840 Samuel Kirk

recovered against Joseph C. Phifer and David M. Hathaway.

as well the sum of Three hundred and sixty four dollars and twenty four cents, for his damages, as the sum of $9.98 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that, ~~of the goods and chattels, and for want thereof~~, of the lands and tenements of the said Defts which you have taken into your possession and which yet remain unsold as you have certified

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, until paid. Also, the sum of $20.84½ 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 Samuel Kirk

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

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

Attest: James H. Gill CLERK.

Ex. Doc. No. 1 page 106

Samuel Kirk

vs

Joseph C. Shifer

Damages	$364,24
Costs —	9,98
Increase —	42,68
	416,90

Cr. Feb. 2d 1841 - $228.87

August 16-1841 160 00

$388,87

Rec'd this writ March 6. 1844. offered the property for sale on the 8. day of April at the Court House door, having previously advertised the same according to law. No sale for want of Bidders

W. W Steele Shff

Serv .35
Mile .5
Ad: 25
.65
Rfee 3.00
$3.65

Filed April 9th 1844
John Dagnic. 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 Joseph C. Phifer. to wit; fifty acres of survey No. 3480 bounded as follows, beginning at a Hickory, ash & linn S. east corner to said survey thence N. 83 W. 55 poles and 10 links to a stake thence N. 7 E. 144 poles near to the Marysville and East Liberty Road thence S. 83 E. 55 poles to the original east line of said survey thence with said original line S. 7 W. 144 poles to the bejining

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 Samuel Kirk the sum of three hundred and sixty four dollars and twenty four cents, for his damages, together with $ 9.98 for his costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said Samuel Kirk recovered against the said Joseph C. Phifer and David M. Hathaway as of record is manifest. Also, $ 42 68 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of March A. D. 1844

John Cassil CLERK.

Ex. Docket Vol. 1 Page 106

Samuel Kirk

v

Joseph C. Phifer
David M. Hathaway

Damages $366.24
costs 9.98
Interest 28.61½
writ .40

Cr Feb. 2. 1841 $228.87½
Aug 16. 1841 160.00

Recd this writ July 23d 1842
~~[illegible]~~

Feb 6. 6 Jones
Filed Aug 29. 1842
Jas H. Gill Clerk

Sale aug 29

Agreeable to the within Command I have proceeded to sell the land therein described by the Sheriff of Lancaster County to John Raymond & Seven Griffith at Eight dollars & Ten cents per acre for cash. Advertised the same for sale on Aug 29. 1842 Not paid for want of bidders Aug 29. 1842 H. H. Slaubaugh Shff

Fee 35
Mileage 60
Serving 1.00
Advertising 1.50
Deeds 3.25
6.70

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 6th day of October A. D., 1840 Samuel Kirk

recovered against Joseph C. Phifer & Laine M. Hathaway

as well the sum of three hundred and sixty four dollars and twenty four cents, for his damages, as the sum of $9.98 for her costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof~~, of the lands and tenements of the said Joseph C. Phifer which you have to for levied & which yet remain unsold as you have certified (having the same reappraised) you cause to be made the damages and cost aforesaid with interest thereon from the 6th day of October A. D., 1840. until paid. Also, the sum of $28.04½ 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 Samuel Kirk

lereof 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 July A. D., 1842

Attest: James H. Gill CLERK.

Samuel Kirk

vs Assignment

J. C. Pfifer

Filed Aug. 27. 1842

Pat H Gill Clerk

9
4
8
0
5.15

State of Ohio Union County

The Undersigned being called upon by W W Steele Sheriff of Union County Ohio to appraise 50 acres of land Survey No 3480 being that tract levied on by said Steele as S. C. Phifers Property at the suit of Sam'l Kirk After being duly Sworn upon Actual View we do appraise said land at Eight dollars per Acre given under our hands and seals this 13th day of August A.D. 1842

David Dangforth (Seal)
John Raymond (Seal)
Levin Griffin (Seal)

Ex. Doc. No. 1. Page 106

Samuel Kirk
vs
Joseph C. Phifer
&C

Damages	$364,24
Cost	9,98
Increase	3871
Writ	41

Filed October 9th 1843
John Cassil Clerk

Ex Feb 2d 1841 $228.87½
August 16 1841 160.00
$388.87½

Recd Aug 29. 1843.
Offered the Prop. for sale
Oct 7. 1843 (having previously
Adv.d the same according to
law.) but found no bidders
Oct 7. 1843.
M. W. Steele Sheriff

Serv	35
Mile	5
Adv.ts	25
Sheriff Fee	$.65
Cr. Fee	2.50
Total	$3.15

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 Joseph C. Phifer, to wit; fifty acres of survey No. 3480 bounded as follows, begining at a Hickory, Ash, and Linn S. east corner to said survey thence N. 83 W. 55. poles and 10 links to a stake thence N. 7. E. 144 poles near to the Marysville & East Liberty Road thence thence S. 83 E. 55 poles to the original east line of said survey thence with said original line S. 7. W. 144 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 Samuel Kirk

the sum of three hundred & sixty four dollars and twenty four cents, for his damages, together with $ 9,98 for his costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said Samuel Kirk recovered against the said Joseph C. Phifer & David M. Hathaway as of record is manifest. Also, $ 38,71½ 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 Samuel Kirk

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 29th day of August A. D. 1843

John Cassil CLERK.

Ex Docket No. Page 106

Samuel Kirk

v 3

Joseph C Phifer &

Darius M. Hathaway

damages	$364.24
costs	9.98
Increase	24.04½
Writ	.35

Cr Feb. 2. 1841 $228.87½

Cr Aug 16. 1841 160.00

Rec'd this writ Nov 18. 1841

Advertised property for sale

March 21 1842 not sold

for want of Bidders

W M Steele Shff

Filed March 24. 1842

Jas W Gill Clerk

Serv	35
Mile	5
Adv	3.25

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Sixth day of October A. D., 1840 Samuel Fish

recovered against Joseph C. Phyle & David M. Hathaway

as well the sum of three hundred and sixty four ——— dollars and twenty four cents, for his damages, as the sum of $9.98 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said Defts which you have taken by levy & which remain unsold as you have certified

you cause to be made the damages and cost aforesaid with interest thereon from the Sixth day of October A. D., 184~~0~~. until paid. Also, the sum of $24.04½ 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 Samuel Fish

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 Eighteenth day of Nov. A. D., 1841

Attest: James H. Gill CLERK.

Ex. Docket No. 2 Page 125

Samuel Kirk
vs
Joseph G. Shifer &
David M. Hathaway

Damages —	$364,44
Costs —	9,98
Interest —	51,21
	$425,43

Fees
Service — $0,35
Mileage — 4
Advertising — 25
$0,64
Printers fees — 2,44

Rec'd May 17th 1845
John Cooper, Clerk

Received this writ April 4th A D 1845
Advertised the within described lands for sale in the argus a paper of general circulation in said County, to be sold on the 17 day of May 1845 - between the Legal Hours at the door of the Court House in said County - May 17th A D 1845 -
Offered the within described Lands 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 Land & tenement of Joseph C. Phifer & David M. Hathaway to wit; fifty acres of land survey No. 3480 bounded as follows, Begining at a Hickory, ash & hymn, S. East corner to said survey thence N. 83 W. 55 poles and 10 links to a stake, thence N. 7 E. 144 poles near to the Marysville and East Liberty State Road thence S. 83 E. 55 poles to the original east line of said survey thence with said original east line S. 7 W. 144 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 Samuel Kirk the sum of Three Hundred and sixty four dollars and twenty four cents, for his — damages, together with $ 9,98 for his costs, with interest thereon from the 6th day of October A. D. 1845 until paid, which late in our said Court the said Samuel Kirk recovered against the said Joseph C. Phifer & David M. Hathaway as of record is manifest. Also, $ 51,21 increase of costs, and the accruing costs. And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment. And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 11th day of April A. D. 1845.

John Cassil CLERK.

Union Com Pleas 2 128

Samuel Kirk
vs
Joseph C Phifer &
D M Hathaway

Damages $364.24
Costs 9.98
Increase 46.74
This writ 141

Cr Feb 2nd 1841 $228.87½
August 16, 1841 160.00
388.87½

Dew — 35
Mile 5
Ad 25
.65
R. Fee — 3.00
3.65

Filed June 25. 1844
John Cassil Clerk

Rec'd this writ 23d May 1844. & offered the property for sale on the 25 day of June 1844. - Agreeable to the advertisement but made no sale for want of Bidders
N. W Steele Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements of Joseph C. Phifer & David M. Hathaway, to wit: fifty acres of Land Survey No 3480 bounded as follows Beginning at a Hickory, ash & Lynn S. East corner to said Survey thence N. 83 W 55 poles and 10 Links to a Stake thence N. 7 E. 144 poles near to the Marysville and East Liberty State road thence S. 83 E. 55 poles to the original east line of said Survey thence with said original east line S. 7 W. 144 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 Samuel Kirk the sum of Three hundred and fifty four dollars and twenty four cents, for his damages, together with $ 9.98/100 for his costs, with interest thereon from the 6th day of October A. D. 1840 until paid, which late in our said Court the said Samuel Kirk recovered against the said Joseph C. Phifer & David M Hathaway as of record is manifest. Also, $ 46 74/100 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 Samuel Kirk

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 29 day of May A. D. 1844.

John Cassil CLERK.

Ex Docket P. 201.

D. S. Kirk

v

Jos C. Phifer

Damages	$364.24
Cost	9.98
Int.	53.32
Writ	41

Cr. Febr. 2. 1841 $228.87
" Aug 16. 1841 160.00

Service - - - $0.35
Mileage - - - 5
40

Wm McRobinson
Sheriff

Filed July 22. 1846.
John Cassil Clk

Recorded

Received this writ June 23rd A.D. 1846 - Not advertised for want of funds, the finder demanding his fee

Wm McRobinson 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 Joseph C Phifer and David M. Hathaway viz 50 acres of land Survey No 3480. bounded as follows, beginning at a hickory Ash and Lynn South East Corner to said Survey thence N 83 W. 55 poles & 10 links to a stake thence N. 7 & 144 poles near to the Marysville & East Liberty State road thence S. 83 E. 55 poles to the Original East line of said Survey thence with said Original East line S. 7. W. 144 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 Samuel Kirk the sum of Three hundred and Sixty four dollars and Twenty four cents, for his damages, together with $9.98 for his costs, with interest thereon from the 6th day of October A. D. 1840 until paid; which late in our said Court the said Saml Kirk recovered against the said Joseph C. Phifer as of record is manifest. Also $53.32 increase of costs, and accruing costs. And if ~~the same~~ in your opinion the property in your hands not sold will be insufficient to satisfy the Judgement 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 of 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 said Samuel Kirk

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 23d day of June A. D. 1846.

John Cassil CLERK.

Ex. Docket page 203

S. S. Kirk
vs
Joseph C. Dreyer

Damages	$364,24
Cost	9,98
Increase	56,13
Writ	41

Ex. Feb. 20th 1841 $228,84
" Aug. 16th 1841 $160,00

Filed May 7, 1847
Wm. Kilpatrick
Clk

Recorded

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 thirty days previous to the day of sale. I afterwards to wit, on the 3rd day of May A.D. 1847 between the legal Hours of 10. O'clock A.M. and 4. O'clock P.M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the court House in Marysville in said County. No sale for want of bidders

Fees— advertising 25
mileage 5
Service 35
Printers fee 2.25

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 Joseph C. Phifer to wit; fifty acres of Land, part of Survey No. 3480 begining at a Hickory, Ash & Lynn S. East corner to said Survey, thence N. 83 W. 55 poles & 10 links to a stake thence N. 7 E 144 poles near to the Marysville & East Liberty State Road, thence S. 83 E 55 poles to the original East Line of said Survey, thence with said Original East line S. 7 W 144 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 Samuel J. Kirk the sum of Three Hundred & sixty four dollars and twenty four cents, for his damages, together with $ 9,96 for his costs, with interest thereon from the sixth day of Oct. A. D. 1840 until paid; which late in our said Court the said Saml J. Kirk recovered against the said Joseph C Phifer et al as of record is manifest. Also $ 56,13 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 Saml J. Kirk

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 30th day of Dec. A. D. 1846.

John Cassil Clerk.

$$\begin{array}{r} 35 \\ 1990 \\ 3167 \\ 421 \\ \hline 5613 \end{array}$$

$$\begin{array}{r} 5332 \\ 81 \end{array}$$

Samuel Kirk
vs
Joseph C Phifer

Judgment in Union Com Pleas

Issue a vendi in the above case

To John Cassil Clerk
Dec 28th 1846

Allison & Cummy
Attys for Plfs

Civil/Domestic Case File

Case No. 1840-CV-0027

Civil/Domestic Case

1840-CV-0027

located with

Supreme Court Case

1840-SC-0011

Civil/Domestic Case File

Case No. 1840-CV-0028

No. 40-cv-28

Union Common Pleas Court.

Stephen McLain
Plaintiff,

AGAINST

Henry Mazarter,
Defendant.

OCT TERM, 1840

JUDGMENT VS DEFENDANT
12/21 07

Journal 23 Page 261

Record No. Page

Ex. Doc. 1 Page 212

Common Pleas

Stephen McGann

vs Praecipe

Henry Kerzatee

Filed May 19th
1840

Saml H. Gill Clk

Stephen McLain } In assumpsit Damages one hundred
vs } and fifty dollars ~~with costs~~
Henry Kerzatee }

Issue a summons returnable forthwith
endorse suit that on a note of hand given by Defendant
out to plaintiff for one hundred & ten dollars ~~Thirty~~ sixty
cents dated August 16th 1838. due one day after date
also for goods sold & delivered Also on an account
stated &c.

To the Clerk of Union Com Pleas

May 19th 1840

F B Cole atty for
Plaintiff

"Suit brot on a note of hand given by defendant to plaintiff for one hundred & ten dollars, thirty six cents, dated August 16th 1838, due one day after date, Also for goods sold & delivered, Also on account stated &c."

P. J. Hode Atty
for Pltff.

Served by delivering a copy to Deft
W. Clark Sheriff

Union Com Pleas

Stephen McLain

vs } Summons

Henry Rezarter

Serv	35
Mil	5
Copy	15
	55

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Henry Kazartee,

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 Stephen McLain

in a plea of assumpsit Damages $150.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 19th day of May A.D. 1840.

Jas. H. Gill CLERK.

Union Com Pleas

Stephen McLain

vs } Non assumpsit

Henry Rezarter

Filed June 15. 1840

Jas H. Gill Clk

cost bill made

Recorded

State of Ohio Union County ss

Stephen McLain
vs
Henry Kezarter } Union Com Pleas May Term 1840

Stephen McLain Complains of Henry Kezarter in a plea of assumpsit for that whereas the said Henry on the 16th day of Aug in the year one thousand Eight hundred & thirty Eight at the County of Union made his promissory Note in writing and delivered the same to the said Stephen McLain and thereby promised to pay the said Stephen McLain or order one hundred & ten 36/100 dollars one day after date which period has now elapsed and the said Henry Kezarter then & there in Consideration of the premises promised to pay the amount of said note according to the tenor and effect thereof. And also for that whereas the said Henry Kezarter on the 16th day of Aug 1838 at the County aforesaid was indebted to the plaintiff in the sum of one hundred & ten 36/100 dollars for the price and value of goods then & there sold & delivered by pltff to deft at his request. And also for that for that the said Henry Kezarter on the day & year last aforesaid at the County aforesaid was indebted to the pltff in the further sum of One hundred & ten 36/100 dollars for money found to be due from deft to pltff on an account then & stated between them And whereas the defendant afterwards on the first day of Sept. AD 1838 in Consideration of the premises promised to pay the said several sums of money to the plaintiff on request, yet he hath disregarded his promises & hath not though often requested paid the said several sums of money nor either of them nor any part thereof to the damage of the pltff one hundred & fifty dollars & thereupon he sues

&c By Osborn his atty

Filed Aug. 16. 1841
James W. Gee Clk

5.91
.35
.35
6.61

Union Com. Pleas

Stephen McLain
No 36
vs Page 62
Henry Kezartee

damages	$021.07
costs	8.47½
Increase	5.81
writ	.35

Recd this writ May 2 1841 Advertised property (after having it appraised by the oaths of Levi Phelps A Pollock & Wm H Frank at $2.25-) for Sale June 28. 1841. but not sold for want of Bidders
~~June [illegible]~~ ~~W W Steele Sheff~~
advertised property for sale

Service	35
Inquest	1.00
Advertising	1.50
Appraisers	1.50
	4.35

also on the 16. of Aug. & not sold for want of bidders W W Steele Sheff

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

WE command you to expose to sale those lands and tenements of Henry Negatee to wit the west halves of Inlots Nos 121 & 128 in Marysville (having the same reappraised)

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Stephen McLain

the sum of $121.07 damages & $8.47½ costs

with interest thereon from the 6th day of October A. D. 1840 until paid.

Also, $ 5 91 increase of costs, which late in our said Court the said Stephen McLain recovered against the said

Henry Negatee

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 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* Seventh *day of* May

A. D. 1841.

James H. Gill Clerk.

Rec'd this writ day 18 1841

Levied upon Real Estate of Defts
No 12 & 128. in the Town of Maysville. the same
was appraised by Wm Boyle & David Chinoweth
at three hundred & fifty dollars. advertised the same
for sale Feb 27 1841. Not sold for want of Bidders

Butler Sheriff
By Butler Deputy

Advertised the above property to be offered for sale on 10. w. by
instructions of Pltffs Counsel & not sold for want of
bidders Apl 10. 1841

Mortan Sheriff

Advertising $1.25

Union Com pleas

Stephen McLain
vs No 36
Henry Rezarter

damages	$121.07
Costs	8 47½
Writ	41
fees Service	35
Mileage	.05
Advertising	1.25
Inquest	1.00
Appraisers	1.50
	$ 4.15

Filed Apl 10 1841
Dan'l H. Gillespie

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 Sixth day of October A. D., 1840 Stephen McLain

recovered against Henry Kezarter

as well the sum of One hundred and twenty one dollars and Seven cents, for his damages, as the sum of $8.47½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Henry Kezarter

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 $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 Stephen McLain

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

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

Attest: Jas. H. Gill CLERK.

Stephen McLain

v

Henry Rezatte

damages	$121.07
costs	5.46½
Sheriff	10.61
writ	.35

Recd this writ Nov 17, 1841

Advertised property for sale Apl 25. 1842 not sold for want of Bidders

W. W. Steele Sheriff

Serv	35
Mile	5
Advty	1.75

Filed Apl 25. 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 6th day of October A. D., 1840 Stephen McLain

recovered against Henry Kizarter

as well the sum of one hundred and twenty one dollars and seven cents, for his damages, as the sum of $ 8.67½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the ~~goods and chattels, and for want thereof, of the~~ lands and tenements of the said Henry Kizarter (West halves of Lots Nos 127 & 128 in Marysville (appraised at $225.00) which you have levied and which as you have returned remain unsold) you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day day of October A. D., 1840, until paid. Also, the sum of $10.61 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Stephen 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 17th day of November A. D., 1841

Attest: James H. Gill CLERK.

Ex Docket No 1 Page 62

Stephen M Sain

v

Henry Shezada

Damages $ 121.07
costs 5.47½
Shipments 11.90
Clubs mentioned 2.04
Rec May 4. 1842

Returned by order of Plffs
Atty Aug 29. 1842
W W Stith Shff

Serv 35
Mile 5
40

Filed Aug 30. 1842
J H Gill CR

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 6th day of October A. D, 1840 Stephen McSain

recovered against Henry Kizarter

as well the sum of one hundred and twenty one dollars and seven cents, for his damages, as the sum of $8.47½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Henry Kizarter

you cause to be made the damages and cost aforesaid with interest thereon from the 6th day of Oct A. D., 1840. until paid. Also, the sum of $13.53 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 Stephen McSain

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 4th day of May A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0029

No. 40-CV-29

Union Common Pleas Court.

Samuel Toby
Plaintiff,

AGAINST

James McDonald
Defendant,

MAY TERM. 1840

DECREE FOR PLAINTF

Journal 2 Page 206

Record No. Page

Ex. Doc. Page

Samuel Foby Plff
vs Attachment
James McDonald Deff
Transcript

Filed May 19th 40
Jas. W. Lee Clk

cost bill made

Recorded

I do hereby certify the within to be a correct Transcript of the proceedings in the above case May 18th 1840

Wm H. Francis J.P.

State of Ohio Union County Paris Township

Samuel Foly Pff
vs
James McDonald Deff

In attachment

Plantiffs Claim founded on Note. for $92.. Due sept 24 1898

Deff $99.24
Attachm ..25
Printing fee 1.50
afadavit ..25
4 Judg .50
Except .25
Transcript 3 1/4
$1.56 1/4

December 13th 1899
The Plantiff by his attorney Filed his afadavit. That the Defendant is Justley indebted to him and that the James McDonald is not a resident of this county.

Therupon I issued a writ of attachment against the said James McDonald and Delivered it to Elias Harty constable, of Union Township Union County.
which was returned endorsed Served the within writ and appraised as sworn by Law in all things as set fourth in the inventory hereunto anexed.
Constable fees. servis - 25 Milage - 35 bail Bond - 25 and such compensation as may be allowed for 1/2 days spent in making servis,
Jany 16th 1840 The Plantiff by his agent appeared and produced a copy of his ~~[illegible]~~ advertising and satisfactory evedance of his advertising the issuing of the attachment herein according to Law.
and Produced a Note against Defendant for the sum of $92 00. with interes from 24th Sept 1898
where upon It is considered by me that the Plantiff recover of the Defendant the sum of ninety nine Dollars & twenty two cents and cost of suit

Samuel Foly Pff
vs
James McDonald Deff

In Attachment
Plantiffs claim founded on Note. Datte Sept 24th 1838 for $92.00

Jonnary 14th 1840
The Plantiff by his agent this Day produced a Note against the Defendant for ninety two Dollars. with int for 24th Sept 1838
It is therefore considered by me that the Plantiff recover of the Defendant the Sum of ninety nine Dollars & twenty four cents and cost of Suit

Jonnary 27th Samuel B Comer applying creditor under the attachment aforesaid this Day filed his account. Proven. for $4.52cts
wherenpon it is considered by me that he recover of the Defendant in attachment the Sum of four Dollars & Seventy nine cents. Principle and Interest and cost of Suit, and Judgment is rendered accordingly

Aprill 1st 1840. A. M. Hore applying creditor under the attachment aforesaid this Day filed his Note of hand on Said James McDonald for $77.96 wherenpon it is considered by me that he recover of Defendant in attachment the Sum of Eighty five ~~Dollars~~ & Sixty seven cents. Principle and Interest and cost.
and Judgment is hereby rendered accordingly

Benjamin Gorton
vs
James McDonald } Applying creditor as aforesaid

April 6th 1840 This day come said Gorton and filed his claim against said McDonald and the same being evidanced by Defendants note of hand for 161 $\frac{37}{100}$ and interest thereon The whole amounting to more than the Jurisdiction of a Justice of the Peace in such cases, This case with my doings here in are hereby closed and the Subject matter certified to the court common Pleas for said county as required by Law

March 24th 1840. an order issued to Nelson Kazer Constable of Union Township. in said County of Union. To Sell the property Levied on in the action of attachment; by E Hartly cert which was returned endorsed. by virtue of this writ I Sold the Goods & Chattles. discribed in the Sceduler hereunto annexed Levied on by Elias Hartly cert and made thereby, one Hundred and twenty five Dollars & thirteen cents, for my fees retained retained five Dollars & fifty cents for exist. Toplis ~~paid to fees~~ twenty five cents. for keep. Balance Paid over to Wm H Frank J.P. April 6th 1840 Nelson Kazer cert

Hilsib 15th 1840. Paid by request of Creditors to James Riddle $76.24 to obtain a Deed ~~for~~ of ~~the~~ him, for James McDonald, for house & Lot in Milford in said County

No. 40-CV-29

Union Common Pleas Court.

Samuel Foley
Plaintiff,

AGAINST

James McDonald
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$211 16

Journal 2 Page 276

Record No. 3 Page 443

Ex. Doc. 1 Page 211

Union Com Pleas

Saml Foley
vs } attachmt
James McDonald

Affidavit &
Precipe
Filed May 10. 1840
Jas. H. Geis Clk

State of Ohio Muskingum County Court of Common Pleas

Personally appeared W. C. Lawrence atty for Samuel Foley against James McDonald in a attachment certified to this Court from the Docket of Wm. H. Frank J.P. who being duly sworn according to Law deposes and says that the said James McDonald is still an absconding debtor to the Injury of his Creditors and that the said McDonald is the holder of Real Estate with in this County and further saith not.

W. C. Lawrence

Sworn to and subscribed before in open Court the 19th day of May 1840 before me

Joshua Judy J.P.

Clk will issue a writ of attachment in this case returnable forthwith endorse suit Brot to recover the Amt. of Two Judgements of the Sum of 208.$

W. C. Lawrence

Suit brot to recover the amount of two Judgements of the Sum of 208$ W C Lawrence

May 14th 1840 proceeded to execute this writ by allotting these several pieces of Land adjoining the Town of Milford to wit commencing at the south east corner of Lot No 1 in said Town thence with the road S 20 W 2 poles thence N 70 W 4 poles and 9 links thence N 20 E 2 poles thence south 70 E 4 poles and nine links to the beginning — 2nd piece beginning at the south east corner of the first piece and running with the road 4½ poles thence N 70 W 4 poles 9 links thence N 20 E 4½ poles thence S 70 E to the beginning — beginning at the south east corner of M Goodings lot near Milford thence running with said road S 20 W 5 poles to a stake in the line of of survey No 9494 thence running with the line of sd survey N 74 W 4 poles and ten links thence N 20 E 5½ poles thence with M Goodings line to the beginning and appraised the same by the oaths of James Riddle & Wm Parkson as follows

Mich Corr Plaint
Daniel Foley
vs
Attachment
Jab. McDonald
Filed May 20th 1840
Jas. M. Willis Clk

the first piece at $225,00
" second " " 325,00
" third " " 100,00

R Clark Sheriff

3/6 50
2.16.66⅔

Fees

Service	35
Levy	35
Mil	30
Inquest	100
Appr's	300
Copy Appr's	50
	5,50

no more property found R Clark - Sheriff

3/200
66

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to attach the lands, tenements, goods, chattles, rights, credits, monies and effects of James McDoliah 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 on the case therein prosecuted by Sam'l Foby against the said James McDonald for two hundred and eight dollars damages, and in what manner you execute this writ make it appear to our said Court of Common pleas Forthwith and have you then there this writ

Witness D A Gill Clerk clerk of said Court Common pleas of Union County this 19th day of May A.D. 1840 D A Gill Clerk

Union Common Pleas

Samuel Coley

vs } No. 34

Samuel McDonald

damages	$211.15
costs	11.44
writ	.41
Service	35
Advertising	3.12 1/2
Poundage	9.59
	15.06

Made Feb 15 1841 $25.00 balance to be paid before Court

W. W. Hale

Filed Feb. 15, 1841

Chas. H. Lieb clk

Rec'd this writ Jany 6. 1844

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 6th day of October A. D., 1840

Samuel Foley in attachment

recovered against James McDonald

as well the sum of Two hundred and Eleven dollars and fifteen cents, for damages, as the sum of $ 11.44 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. McDonald which have been attached by you & which yet remains unsold

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of Oct 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 & the entire avails of said property attached Foley & other applying creditors under said attachment

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.

Description of the property three pieces of land adjoining the Town of Milford viz Commencing at the S.E. corner of lot No 1. in said Town thence with the road S 2 W 2 poles, thence N 70 W 4 poles & 7 links thence N 20 E. 2 poles thence S 7 E 4 poles & 9 links to the beginning — appraised at $225.00

2nd piece beginning at the S.E. corner of the first piece & running ~~with~~ the road 4 1/2 poles thence N 70 W 4 poles & 9 links, thence N 2 E 4 1/2 poles thence S 70 E to the beginning appraised at — $325.00

3d piece beginning at the S.E. corner of M Goodings lot near Milford. thence running with said road S 20 W. 5 poles to a Stake in the line of Survey No 9494. thence running with the line of said Survey N 74 W 4 poles & 10 links thence N 2 E 5 1/2 poles thence with M Goodings line to the beginning — $100.00

Sold Febr 15. 1841 — the first piece for $175.00 to Nelson Reed
Second piece for $237.50 to Thos McDonald
third piece for $67.00 to Jacob Fairfield
N N Steele Sheriff

Sheriff's Sale.

I WILL offer for sale at the door of the Court House in Marysville on the 15th day of February, 1841, between the hours of 10 o'clock A M and 4 o'clock P M, three pieces of land adjoining the town of Milford, to wit: 1st piece bounded as follows, commencing at the S E corner of Lot No 1 in said Town, thence with the road, S 2 W 2 poles; thence N 70 W 4 poles and 7 links; thence N 20 E 2 poles; thence S 7 E 4 poles and 9 links to the beginning. 2d piece beginning at the S E corner of the first piece and running with the road 4½ poles; thence N 70 W 4 poles and 9 links; thence N 2 E 4 1-2 poles; thence S 70 E to the beginning. 3d piece beginning at the S E corner of M Gooding's lot near Milford; thence running with said road S 20 W 5 poles to a stake in the line of survey No 9494; thence running with the line of survey N 74 W 4 poles and 10 links, thence N 2 E 5 1-2 poles; thence with M. Gooding's line to the beginning —Taken as the property of James McDonald by virtue of a writ of attachment at the May term. 1840, of the Court of Common Pleas of Union county, at the instance of Saml. Foley. W. W. STEELE, Shff.

Jan 14, 1841.

Personally appeared Robt McBratney Publisher of the Union Sun ~~and made~~ a paper in Genl Circulation in Union County and made oath that the notice hereto attached was duly inserted in said paper for the term of thirty days ~~Last Consecutive Weeks~~ prior to day of Sale.

R. W. Bratney

Sworn & subscribed before me this 15 day of April AD 1841.

David Burnham J.P.

Civil/Domestic Case File

Case No. 1840-CV-0030

No. 40-cv-30

Union Common Pleas Court.

Robert W McCoy Plaintiff,

AGAINST

John Dean Defendant.

APR TERM. 1841

Discontinued

No Record.

Journal 2 Page 309

Record No. Page

Ex. Doc. Page

Union Com. Pleas

Robt. W. McCoy
John C. Work &
William McCoy & C

vs } Precipe

John Dean

Filed May 19th 1860
Jas. W. Gill Clk

Robert W. McCoy
John C. Work
William H. McCoy
late partners under the name
of McCoy Work & McCoy

John Dean

Assumpsit

Issue a summons returnable forthwith —
Damages $300 — Endorse sent writ
in suit dated Jany. 29th 1838 payable on
or before the 1st day of Jany. 1840 to Michael
L. Sullivant order for $132 30/100 with interest
from Jany. 29. 1838 — also costs sued — may
lent &c.

C. D. Wise
Atty for Plfs.

Joh. Clk C. C. P.
Union Co.
May 19. 1840 —

"Suit brot on note dated Jany 27th 1838. payable on or before the 1st day of Jany 1840. to Michael L. Sullivant, order for $132 30/100 with interest from Jany 27. 1838. also goods sold money lent &c."

J. Swan
Atty. for pltff

Deft not found
R. Clark Sheriff

Union Com Plea

Robt W. McCoy John C. Worth. and William A. McCoy. &c

vs

Summons

John Dean

Serv	35
Copy	15
Mil	50
	1,00

Filed May 19. 1840
Thos H Lee Clk
costbill made

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON John O Dean

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 Robert. W. McCoy, John. C. Work and William A. McCoy, late partners under the name of McCoy Work & McCoy in a plea of assumpsit Damages $ 300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 19th day of May A.D. 18 60,

Jas. H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0031

No. 40-CV-31

Union Common Pleas Court

John Bean
Plaintiff,

against

Francis Baldwin
Defendant.

OCT TERM. 1840

Non Suited

Journal 2 Page 265

Record No Record. Page

Ex. Doc. 1 Page 252

Minor Corr pleas

John Beam

vs

Francis Baldwin &
Jesse Bowen
Admrs of Saml Grant

Filed May 19 1840
D A Gill Clk

Cost bill made

Recorded

John Beam

vs

Adm of Grant

Office Thursday 19th Mar
Hatfield Clk

1 file 6 decls 8 affs on 10 on 10 file 4 file 4 Discon to Ledg 10 .70
Certificate of Lat 4/72
5 claims so 5 orders 40

.4/72
10
1.87½

John Beem
vs
Francis Baldwin and
Jesse Bowen
Administrators of the
Estate of Samuel
Grant Deceased

Debt	$3.96
Interest	65
Justices fees	1,40
Constables fees	1,00
witness fees	2,50

Action of Debt Suit Brot on account of $3.96 principal and 65 Cents interest for Sundries at Sundry times as per Bill of particulars filed and Sworn to Before John Scott late Justice of the peace in and for Jackson Township Union County on the Eleventh Day of January AD 1838 fees 12½ Cents

January the 22nd AD 1840 on application of the plantiff a Summons issued Returnable Feb. 1st ad 1840 at 12 oclock of that Day which was Returned By Joseph Cameron Constable Endorsed Served By Reading to Defendants on the 23d inst fees 25 Cents

February the 1st AD 1840. 12 oclock parties attended and on application of the plantiff for Good Cause Shown an adjournment was Granted until the 15th inst at 10 oclock Am and Subpoenas issued By order of plantiff for witnesses Ira Bennet John Scott and Joseph Cameron which was Returned in Due time By Joseph Cameron Constable Served By Reading Feb the 15th ad 1840 fees 45 Cents

February 8th 1840 Subpoena issued By order of Defendants for Bidee Burgess which was Returned in Due time Served By Reading By Defendant Jesse Bowen and Deposition taken to Be Red in Said Suit Feb 12th inst Subpoena issued By order of Defendants for Jacob Reed which was Returned in Due time By Joseph Cameron Constable Served By Reading Feb 13th inst fees 30 Cents Feb 15th inst

February 15th ad 1840 parties and witness attended then Being Ready for trial John Scott Ira Bennet and Joseph Cameron was then Sworn and Examined on the part of the plantiff and Jacob Reed was affirmed and Examined on the part of the ~~plantiff~~ Defendants —

Then the Deposition of Bede Burgess was Red in Court By Dennis Welch J.P. on the part of the Defendants the Defendants filed their Bill of particulars on the Day of trial as an offset ——

It is therefore Considered By me that the plantiff Recover of the Defendants administrators of the Estate of Samuel Grant Deceased the sum of four Dollars and Sixty one Cents and the Costs of suit taxed at four Dollars and Ninety Cents this 15th Day of February AD 1840

State of Ohio Union County ss
I Certify the above to be a true Copy from my Docket Given under my hand and Seal this 24th Day of February AD 1840

Dennis Welch J.P. (Seal)

Fees for this transcript $0.31¼ cents paid

John Bean D R to Samuel Grant

1837 to one hog	3	00
to one midling of bacon 2 by pieces	2	00
to one day and a half planting corn		75
to ~~one~~ two half days hoing corn		50
to grass		75
to pasture for one calf three months		75
to one rifle gun	12	00
to one calf	3	00

State of Ohio Union County ss.

Before me the Subscriber a Justice of the Peace for the County aforesaid Personally came John Beem and made oath that the within accompt is a just & true accompt and that the same has not yet been Paid

Given under my hand this 11th Day of January A.D. 1838

John Scott
J.P.

Fees of Probation 12½ cent

Docket Entry made of the within Jan. 28th ad 1840

Dennis Welch J.P.

April 1 1837

Samuel Grant dr to John Brem

to three gallons and a half of whisky — 1 06 1/2

to one days work mowing — 6 2 1/2

to one days pitching hay — 6 2 1/2

to pitching a bag of corn from

marian — 7 5 0

Interest 3 96 1/4

interest up
to Jan 1st 1840
65 cts

Deposition of Bedu
Burges

John Beam
vs } Ads
Baldwin & Bowen

Deposition of Bedee Burgess of Silver Creek township in the County of Green County Ohio taken on the 10th Day of February in the year 1840 Between the hours of 6 o'clock and Nine o'clock Am of said Day at the office of Dennis Welch J.P. for Jackson township taken on Notice Given to be red in Evidence in a Cause pending Before Dennis Welch a Justice of the peace in and for Jackson township Between John Beem plantiff and Francis Baldwin and Jesse Bowen Administrators of the Estate of Samuel Grant Deceased Defendants as follows the said Bedee Burgess Doth Depose and say that the said Samuel Grant Deceased told him that he the said Grant had Bot four or five hogs from John Beem and he the said Grant was to have his Choice of one hog out of a lot of hogs running up About the Swale Near the Bonnets under Stood said Grant that said Beem was to Deliver said hog to him said Grant in August 1837 I was at said Grant and said Beem was present said Grant said that he said Grant Expected to make his pork out of the hogs that he had Got of said Beem with the said hog that was up the Swale which he said Grant said said Beem was to Deliver to him said Grant as I was hauling my Corn Either Going to or from John Cheneys saw said Beem with a mare that Belonged on the widow Grants farm with a hog Dead on the mare which he said Beem said he was taking to the widow Grant her hog I understood By mr Grant that he had paid said Beem ten Dollars for said hogs which he said Grant said mr Beem wanted to pay to mr Brown plantiff asked witness if he Ever heard heard him said Beem say that said Grant paid him said plantiff ten Dollars for the said hogs witness answered no

Signed Bedee his + mark Burgess

Sworn to and Subscribe Before me this 10th Day of february in the year 1840

Dennis Welch J.P.

Ex. Docket No 1. Page 134

John Brame
v
Nile Bourne &
F. Baldwin

Amount Judgt est $7.25.5
.41
Cost

Deft. has
Removed to Vanwert County
No property found where to levy
March 29. 1842
W M Clark Shff

Serv .35
Mile .75
1.10

Filed March 31st 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 Sixth day of October A. D., 1840 Lille Brown and Francis Baldwin

recovered against John Beam

as well the sum of dollars and cents, for damages, as the sum of $7.25.5 for Thirty 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 Beam

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the Sixth day of October A. D., 1840. until paid. Also, the sum of $0.41 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 23d day of March A. D., 1842

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0032

No. 40-CV-32

Union Common Pleas Court.

John R Pollock, Plaintiff,

AGAINST

Levi Lyon, Defendant.

AUG 1842

Discontinued

Journal 3 Page 32

Record No. 4 Page 36

Ex. Doc. 1 Page 300

having had the foregoing Cause under consideration since Nov. 30 last it is Considered by me that John D. Pollock the plantiff recover of the defendant Levi Lyon the sum of seventy five dollars and his cost of suit taxed at Five dollars & seventy one cents — December 13th 1839 Defendant Came and gave notice that he would take an appeal to the Court of Common pleas and entered into recognizance accordingly

I do hereby Certify that the foregoing is a full and true Copy from my docket of the proceedings had by and before me in the foregoing Cause

Andrew Pleyer Justice of the peace of Union township Union County & State of Ohio

John D. Pollock
vs
Transcript
Levi Lyon

To the Clerk
Filed May 16th 1840
A. D. Lee Clk

John D. Pollock
vs
Levi Lyon

Costs of Plantiff

summons	12½
supoena for 5 Witns	28¾
Constables fees	235
5 witnesses fees	250
swearing 5 Witns	20
Docket entry	25
	5,71

Defendants Costs

supoena for 5 Witns	28¾
Constables fees	50
4 witnesses fees	200
swearing 4 Witns	16
appeal bond	25
Transcript	31¼
	3,50¾

Action of Debt Brought for the Collection of an account of Ninety nine dollars & fifty cents as per bill of particulars filed this 20th day of Nov. 1839 Nov. 20th 1839 a summons issued and directed to Elias Hartley Const. for the appearance of the defendant on the 30th instance at 1 O Clock P M. at the request of the plantiff a supoena issued for the appearance of Stephen Dizard Joseph Murphey Ingham Wood John Dawson & William Moore Witnesses in the above Cause Nov 22d a supoena issued at the instance of the defendant for Samuel Coulter Frederic Partheamore Benjamin Lyon Stephen Buckman & Caleb Clark witnesses for defendant

Nov. 30th 1 O Clock P M Const. Elias Hartley returned summons duly served by reading to the defendant on the 24th instant Elias Hartley Const fees 20¢ also the supoenas fees for serving the plantiffs supoena 2,15 and that of defendants 50¢

The parties attended and David Courtey Wm Moore Ingham Wood John Dawson & Stephen Dizard were sworn and examined as witnesses on the part of the plantiff and Caleb Clark Frederic Partheamore Benjamin Lyon & Stephen Buckman were sworn and examined as witnesses on the part of the defendant and trial was had and I do adjourn the time of giving Judgment till Wednesday the 4th day of December 1839 at 4 O Clock P M December 4th 1839 4 O Clock P M

Common Pleas

Levi Lyon
adv
Alex D. Pollock

Served by reading to
D. Burnham. Elias Jef-
-liff - F. Parthemore
& Benj Lyon Apl 14th
1841 W. W. Steele Shff

Services 50
Mileage 05
40

Filed Apl 14, 1841
Sam. McGiveltle

H Gill Ticket

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon B. Lyon F. Parthemore E Topleff L D. Barnham

to be and appear before our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the first day of next Term~~ 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 Levi Lyon is defendant.

And this shall in no wise omit under the penalty of the law; and have then there this writ.

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 14 day of April A. D. 1841.

Jas H Gill CLERK.

John D Pallock }
vs } In Union Common Pleas to
Levi Lyon. } May Term 1840

The defendant or P B Veale his atty will take notice that depositions will be taken to be read on trial of this cause before William Andras a Justice of the peace at his office in Rush township Champaign Co. Ohio on Wednesday the 20th day of this April between the hours of Eight o'clock A M & Nine P M on said day.

April 18th 1842

John D Pallock

Levi Lyons
ads
Plea
John D Pollock

Filed Sept 30. 1840
James H. Gill Clk

Levi Lyon
ads

John D Pollock } Union Com-Pleas

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

J B Cook atty for Deft

Union Com. Pleas

John D. Bollock

vs } Sub

Levi Lyon

Served by reading to
Joseph Murphy & Ingham Wood
April 6. 1841. & Stephen Dysart
apl 12. 1841 & by leaving
copies at the houses of
Wm Moore, Alex Cummings
& John Dawson, ~~Wm~~
Wm Anders & Thos Dan
Son not found Wm W Steuchuff
Service — [illegible]
Mileage 1.25
Copies — .30

Filed April 13. 1841
Thos McLee Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Ingraham Woods Jo. Murphy Wm Andus Thos Dawson Alex. Cummings Stephen Dysart Wm Moore & John Dawson Jr

to be and appear before our 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 said John D. Pollock is plaintiff, and 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, Clerk of said Court at the Court house aforesaid, this third day of April A. D. 1840.

Jas. H. Gill CLERK.

Levy Lyon Dr to

John L Pollock

3rd May 1839

To bal on horse	$50.00
To interest on same	1.50
To keeping horse from 25 Dec. 1838 to this time	48.00
	99.50

issue a summon returnable on the day of Lyons Military trial setting the Military trial at 10. O'clock and this at one

Summons Stephen Dezard
Joseph Murphey
Ingram Wood

Murphey & wood lives
on blue Creek A branch
Marysville

John Dawson
Wm Moore ub Creek

Judgment nameate on the within this 4th
day of December 1839 Samuel Hays J.P.

25 – Dec 1888.	5-0	29
3rd 1889	5.0	

In the action of John D Pollock against Levi Lyon
I Benjamin Lyon do acknowledge myself bail for the appelant in the sum of One hundred & fifty dollars to be levied on my goods Chattles lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that have accrued or may accrue in the Court of Common pleas

Benjamin Lyon

Taken and acknowledged this
13th day of December AD 1839
Andrew Keyes J.P

Union Com. Pleas November Term 1841.

John D. Pollock
vs
Levi Lyon
} appeal.

John D. Pollock the plaintiff in this case being duly sworn in open Court upon his oath say that he became nonsuited in this cause on the account that the admission of the deposition of ~~David~~ Cookesy was rejected by the Court on the ground that the deposition was taken in a former suit between the parties & not in the present suit. The Pltff. relied upon the admission of ~~Mr Coles the Defts attorney~~ the said deposition by an express agreement entered into between this affiant and Mr Coles the Defts. attorney that the said deposition should be admitted in evidence without objection. upon which agreement this affiant and his Counsel relied; and this affiant and his Counsel were taken entirely by surprise at the trial by the objection on the part of the Deft. that the said deposition should not read in evidence, by means of which this affiant was compelled to submit to a nonsuit. This affiant verily believes (and is so advised by Counsel) that he has a good cause of action; and will succeed upon another trial when he believes he will ~~again~~ be able to have the deposition of the said Cookesy taken again, and ready to prove the facts stated in the aforesaid deposition; and further say not.

John D Pollock

Sworn to and subscribed
in open Court Nov. 3. 1841

Pas H Gillespie

his undertakings and promises afore said, and had not paid the said several sums of money, nor either of them, nor any part thereof to the said plaintiff although often requested so to do. But the said defendants will in no wise pay the same to the said plaintiff; and so to do doth still wilfully refuse and neglect, to the damage of the said plaintiff 100 $. dollars, & therefore he brings suit, &c.

By W. Lawrence atty

Union Co. Pa.

J. D. Pollock
vs
Lewis Lyon
Debt

Filed August 11. 1860
Jas. M. Lee Clerk

Recorded

John D. Pollock } Union Common Pleas. May Term A.D. 1840
vs.
Levi Lyon }

Union County Ss.

John D. Pollock complains of Levi Lyon in a plea of assumpsit, for that whereas the said Levi Lyon, on the twentieth day of November in the year 1840, at the County aforesaid, was indebted to the said John D. Pollock in the sum of fifty dollars, for the price and value of one horse ~~then and~~ theretofore before that time bargained and sold by the plaintiff to the defendant, at his requests: and for which the said defendant afterwards to wit: on the day & year last mentioned, did undertake & faithfully promise to pay the said plaintiff the said sum of money, when he, the said defendant should be afterwards requested to do so:

And whereas the said defendant, at the time and place aforesaid was also indebted to the said plaintiff in the further sum of fifty dollars for work and labour, provender forage, stabling, care and attendance, bestowed in and about the feeding and keeping of sundry horses and geldings for the said defendant, and at his request; and for which the said defendant afterwards, to wit: on the day & year last mentioned, did undertake, and faithfully promise to pay the said plaintiff the said last mentioned sum of money, when he the said defendant should be thereunto afterwards requested:

And whereas the said defendant, at the time and place aforesaid, was also indebted to the said plaintiff in the further sum of fifty dollars, for money found to be due from the defendant to the plaintiff on an account then and there stated between them. And being so indebted the said defendant afterwards, to wit: on the day & year last mentioned, did undertake and faithfully promise to pay to the ~~said~~ plaintiff the said last mentioned sum of money whenever the said defendant should be afterwards requested to do so.

Yet the said defendant Levi Lyon has disregarded

Union Com. Pleas November Term 1841.

John D. Pollock
vs.
Lewis Lyon
} appeal.

The Plaintiff in this case now moves the court to set aside the nonsuit entered in this case and grant a new trial for the following reasons, to wit;

1st That there was an agreement between the Plaintiff and the Deft's attorney that the deposition of Daniel Cooksey now on file without objection on the trial, and that on the trial the Pltff was surprised by the Deft's attorney refusing to do so.

2d That on the trial the Pltff was surprised by the Deft's refusing to comply with an agreement for the admission of testimony at the trial, as the Court will see by Pltff's affidavit on file.

3d For other reasons appearing from the papers on file.

By Lawrence & Powell Pltff's. attys.

Union Common Pleas.

John D. Pollock
vs.
Levi Lyon.

Costs,	$69.31¼
Mit,	0.41
	69.72¼
Cr. sundry times,	$18.30
	$51.42¼

Recd this writ Jany. 4. 1843
Made $14.95 Apl 19th
1843. Wm. Steele Sheff

Serv	35
Mile	05
Found	28
	.68

Filed Apl. 19. 1843.
John Cassil 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 30th day of August, A. D., 1842, Levi Lyon

recovered against John D. Pollock,

~~as well the sum of~~ ~~dollars~~

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 69. 31 1/4,

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said

John D. Pollock,

you cause to be made the ~~damages and~~ costs aforesaid with interest thereon from the 30th day of August, A. D., 1842, until paid. Also, the sum of $ 0. 41 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 Levi Lyon.

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 4th day of January, A. D., 1843.

Attest: John Cassil, CLERK.

Ex. Doc. No. 2 page 40

John D. Pollock
vs
Levi Lyon

Costs	$69,31½
Increase	1 09
Writ	41

Service —	$0 35
Milege — —	20
Poundage —	$1,71
	$2,26

Filed April 7th 1846
John Capsil, Clerk

Received this writ December 24th 1845
Settled by receipt from Clerk for the whole
amount of costs except my costs
Wm McRobinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the 30th day of August A. D. 1842.

Levi Lyon

recovered against John D. Pollock

~~as well as the sum of~~ ~~dollars and~~

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages as also~~ the sum of

$ 69,31½ for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, as we have heretofore commanded you, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John D. Pollock

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 30th day of August A. D. 1842, until paid: also the sum of

$ 1,09 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the said Levi Lyon

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this 24th day of December A. D. 1845.

John Cassil Clerk

Filed Sept 3d 1844
John Capsid
Clerk

John L Pollock
vs
Levi Lyon

The Clerk will issue a venditioni in the above case

To Steele Sheriff
September 3rd 1844 -

A Hall Atty for plff
per C M B Allison

To John Carsil Clerk

Filed Jan. 4, 1843.
J. Castil,
Clerk.

John Pollock } In Common Pleas
vs } F.
Lyons

The Clerk will issue an execution in the above case, for costs, against the Plaintiff

January 4th 1843

P. B. Veale Atty for Deft

47.8014

Civil/Domestic Case File

Case No. 1840-CV-0033

No. 40-CV-33

Union Common Pleas Court.

Demus Adams
Plaintiff,

AGAINST

Silas S Strong
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT

$187 12

Journal	2 4	Page	193 269
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Ex. Doc.	1	Page	498

B. C. Strong

vs } Power of Atty.

Dennis Adams

Filed May 21-40

Jas. W. Gill

Clk

$182.17

Power to compl.

I do hereby authorize & empower S. Swan Esq or any other attorney at Law in the State of Ohio to appear in any Court of record in said State (not prior to the first court ~~court~~ of Common Pleas to be holden for the County of Union in the year 1840,) at any regular term of ~~such~~ any court in the State of Ohio and waive the issuing & service of process & confess a judgment against me and in favor of Denna Adams for the sum of one hundred and seventy six dollars & forty five cents ($176 45/100) with interest from this date - & thereupon to release all error & to waive all right & benefit of appeal in my behalf

Marysville Nov 1st 1839.

Silas G Strong (Seal)

and the said Silas G. Strong by S. Brush his Attorney now comes & for plea to the written declaration says that he admits that he did assume and promise in manner & form as the said plaintiff hath thereon alleged and that plaintiff hath sustained damages thereby to one hundred and eighty two dollars & seventeen cents &

May 19. 1840

S. Brush Atty for deft

Dennis Adams
vs
Silas G. Strong

Declaration

Declaration.

Filed May 21. 1840
Ja. P. Lee Clk

Costs made

Recorded

Confession
Bonnet & empl.
$182.17

State of Ohio, Union *County Court of Common Pleas, of the Term of* May ——— *One Thousand Eight Hundred and* forty — Union *County,* ss.

Demas Adams — Plaintiff in this suit, complains of Silas S. Strong — — — ———

Defendant in this suit, of a plea of Assumpsit. For that, whereas, the said defendant

Heretofore, to-wit: on the first day of May One thousand Eight Hundred and forty at ~~in~~ the county of Union and State of Ohio, ~~made~~ certain promissory note in writing, bearing date, the day and year aforesaid; and thereby then and there

and then and there delivered the said promissory note to the said plaintiff 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, according to the tenor and effect of the said promissory note; and being so liable the said Defendant in consideration thereof, afterwards, to wit: on the day and year aforesaid, at aforesaid, in the county and State aforesaid, undertook, and then and there faithfully promissed the said Plaintiff to pay the said sum of money, in the said promissory note specified, according to the tenor and effect thereof. Yet the said Defendant (although often requested so to do,)

paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, ha hitherto wholly neglected and refused, and still neglect and refuse so to do.

And Whereas, also, the said Defendant afterwards, to wit, on the day of ~~in the year of our Lord One Thousand Eight Hundred and~~ ~~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 money then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the defendant 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, ha th not paid the said several sums of money, or any part thereof, to the Plaintiff but ha th hitherto wholly neglected and refused so to do, and still do th neglect and refuse, to the damage of the Plaintiff three hundred Dollars, and therefore he brings suit, etc.

By Silas W. Andrews
His Atty —

Silas G. Strong's
Note $125.

Dec 12 1836

$125.

Four years after date I promise to pay Demas Adams or order the sum of One hundred and twenty five dollars with interest value received. ten dollars to be deducted if paid within two years

Columbus Dec 12. 1832

Silas G Strong

Union Com Pleas

Demos Adams

vs } No 21

Silas F. Strong

damages	$182.17
costs	1.16
Increase	3.80
int	.35
	193.48
Service	.35
Milage	.00
Advertising	1.62½

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

Advertised for sale on the 21 Decr 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 Domas Adams

recovered against Silas G. Strong

as well the sum of one hundred and eighty two dollars and seventeen cents, for ~~the~~ his damages, as the sum of $7.16 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels and for want thereof~~, of the lands and tenements of the said S. G. Strong to wit Lots Nos. 43 & 44 in Marysville which you hold by virtue of a lease heretofore made and which yet remains unsold as you 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 $3.80 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Domas Adams

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House aforesaid, this Seventeenth day of November A. D., 1840

Attest: James H Gill CLERK.

Union Com. Pleas

Demas Adams

vs 4

Silas G. Strong

Damages $282.17

costs 7.16

Writ .41

Serv — 34

Levy — 34

Mil — 4

Inquest 1,00

Copy Appr 20

Appr fee 1,40

$3,45

Filed Aug 8. 1840

Jas. H. Gillett

Filed June 18th 1840 no goods found
June 24th 1840 Filed upon in Rolls No
41 & 44 in the Town of Mayfield and
appraised the same by the oaths of Alanson
Wilson Rufus L. Brown & Alexander Allen.
to $800, and property not offered for sale
for want of bidders

T. Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840 Demas Adams recovered against Silas G. Strong as well the sum of one hundred & eighty two dollars and seventeen cents, for his damages, as the sum of $7.16 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 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 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 16th day of June A. D. 1840

ATTEST: James H. Gill Clerk.

Ex Docket No 1. Page 47

James Adams
v
Silas G. Strong

Damages, $ 182.17
costs 1.16
Execution 6.12½
writ .35

Recd this writ Nov 29. 1841
Advertised property for Sale
March 7. 1842 Not Sold
Sold for want of bidders
W M Steele Shff

Serv — 35
Mile 8
Adv. 1.75
2.15

Filed March 11. 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 19th day of May A. D., 1840 Demos Adams

recovered against Silas G. Strong

as well the sum of one hundred and eighty two dollars and seventeen cents, for his damages, as the sum of $7.16 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 Silas G. Strong to wit Lots Nos 414 44 in Marysville which you have levied and which yet remain unsold as you have subject you cause to be made the damages and cost aforesaid with interest thereon from the 19th day of May A. D., 1849. until paid. Also, the sum of $6.12½ 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 Demos Adams

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 November A. D., 1841

Attest: James H. Gill CLERK.

Dr No 1 Page 47

Demas Adams

v

Silas G. Strong

Damages $182.17
costs 7..16
Execution 8..74½

Recd this writ June 6. 1842
The property is Sufficient
in my Opinion to Satisfy the
debt — Not Sold by Agreement
of Pltff — W W Steele Shriff

Serv 3 25
Mile 5

Filed July 30th 1842
Jas. H. Gill Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those lands & tenements of Silas G Strong to Lots Nos 41 & 44 in Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Demas Adams

the sum of $182.17 Damages & $7.16 costs

with interest thereon from the 12th day of 1840 A. D. 18 until paid.

Also, $ 8.74¾ increase of costs, which late in our said Court the said Demas Adams 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

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

Witness, James H. Gill, *Clerk of said Court, at the court-house aforesaid, this* 6th *day of* June

A. D. 1842

James H. Gill Clerk.

Case Doc. No 1. Page 47

James Adams.

vs.

Silas C Strong

Damages	$182.17
Costs	8.76
Increase	12.61
This writ	.41
	$203.95

Interest from May 19. 1846

Service	$0.35
Mileage	.45
copy of appraisement	1.00
Liquier	
advertising	.25
appraisers fees	1.50
printer fee	3.00
	$6.40

Filed Aug 19. 1845

John Carrel Clk

admitted appraisement

Received this writ June 18th 1845 according to the camand of the within writ I had the within described Town Lots reappraised and on the oath of James Turner B Welch & Jeremiah Curl said Lots was appraised as follows to wit Lot No 41 - at 175$ and Lot No 44 at 650$ - Advertised the within described Lots in the argus a paper published in the County of union for sale on the 18th day of August 1845 - At the door of the Court House in said County between the legal Hours August 18th 1845 - 2 o'clock P. M. - appeared the within described Lots for sale at the door of the Court House in said County by public out cry - and not sold for want of bidders - 9 — —

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those Lands and Tenements Towit. In Lots in the Town of Marysville Nos 41 & 44. — Having the same Re Appraised,

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 Lemas Adams.
the sum of One hundred Eighty two ~~dollars~~ — dollars and Seventeen cents, for his — — — — — damages, together with $8,76 — for his costs, with interest thereon from the 19 day of May A. D. 1840 until paid, which late in our said Court the said Lemas Adams recovered against the said Silas G. Strong

as of record is manifest. Also, $12,15½ 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 Lemas Adams.

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.

Ca. Doc. No. 1 page 47

Demas Adams
vs
Silas G. Strong

Damages	$ 182.17
Costs	7.16
Increase	9.96
Atty	35
Mile	05
Ad:	25
	.65
Dr. fee	1.50
	$2.15

Filed June 25. 1844
John Cassie Clerk

I Rec'd this writ April 23d 1844. ~~At sale made~~, ~~but~~ adjourned and offered according to Law, on the 25 day of June 1844. No bids for want of bidders
W. W. Steele Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of Silas G. Strong, to wit; in Lots No. 41 & 44 in Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Lemas Adams

the sum of one hundred & eighty two - - - dollars and seventeen cents, for his damages, together with $ 7,16 for his costs, with interest thereon from the 19th day of May A. D. 1840 until paid, which late in our said Court the said Lemas Adams recovered against the said Silas G. Strong as of record is manifest. Also, $ 9,96 increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiff

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23d day of April A. D. 1847

John Cassil CLERK.

Ex. Doc No. 2 page 170

Dennis Adams
vs
Silas G. Strong

Damages	$ 182.17
Costs	8.72
Increase	19.37
Writ	.41
Advertising —	$00-25
Mileage —	5
Service —	35
Poundage	11.00
printers fees —	2.50
	$ 13.05

Wm M Robinson
Sheriff

Filed March 26. 1846
John Cassil Clk.

Received this writ December 10th A D 1845 - and advertised the within described Real Estate in the Eagle & Patriot published in general circulation in Union County Ohio. for sale on the 21st day of March 1846 - at the door of the Court House in said County between the hours of 10 o'clock A.M. & 4 o'clock P.M. for more than thirty days previous to said 21st day of March 1846 - March 21st 1846 I offered the within described Real Estate for sale at the door of said Court House - at 2 o'clock P.M. by public auction and struck the same off to Hyram Gilham of Franklin County as highest bidder at Five Hundred and Thirty Three Dollars and Sixty Three & one ½ cents, and S.E. cor 41 - at One Hundred & Sixteen Dollars 116. ½ cents. they being the highest and best bidders and that being the two thirds of the appraised value

Wm M Robinson Sheriff

No money paid

adverted

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of of Silas G. Strong, to wit; in Lots No. 41 & 44 in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Dennas Adams the sum of One Hundred & eighty two dollars and seventeen cents, for his damages, together with $ 8,12 for his costs, with interest thereon from the 19th day of May A. D. 1840 until paid; which late in our said Court the said Dennas Adams recovered against the said Silas G. Strong as of record is manifest. Also $ 19,37 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 Dennas Adams

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 10th day of Dec. A. D. 1845.

John Cassil CLERK.

See Docket page 178

Linus Adams
vs
Silas G. Strong

Damages	$182 17
Costs	8 72
Increase	25 41

Service	$0.35
Inquest	1.00
Mileage	5
Copy of a praecipe	25
advertising	25
	$1.90

Jno R Robinson
Sheriff

Filed July 22. 1846
John Cassil Clk

Recorded

appraisers fees $1.50
printers fee - $3.00

continued

In accordance with the command of the within writ I have the within described Real Estate be appraised by the oath of Cyprian Lee Allen Walford & Amariah Meeker at Eleven Hundred & Fifty Dollars - advertised the within described property in the Ohio Eagle for sale at the door of the Court house in said County on the 20th day of June 1846 where but Not Sold for want of Bidders

Jno R Robinson 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 to wit; in Lots No. (41) forty one & (44) forty four in the town of Marysville and that you have the same reappraised

which according to our commands you have taken into your hands, and which remain unsold ~~as you have certified to the Judges of our Court of Common Pleas, of our said County~~, to satisfy Demas Adams the sum of one hundred & eighty two dollars and seventeen cents, for his damages, together with $ 8,76 for his costs, with interest thereon from the 19th day of May A. D. 1840 until paid; which late in our said Court the said Demas Adams recovered against the said Silas G. Strong as of record is manifest. Also $ 25,41 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 Plaintiff

Hereof fail not at your peril, and have then, there, this writ. Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 18th day of April A. D. 1846.

John Cassil CLERK.

Ex Doc. P. 410

Demas Adams
v
Silas G. Strong

Dam	182.17
Costs	7.16
Int.	27.31
Writ	41

Service	$0 35
Mileage	5
advertising	2 50
	6.5

printers-fee -- $2.25

Wm M Robinson
Sheriff

Filed October 15. 1846
John Cupiel Clerk

Received this writ August 11th 1846 — advertised the within described real Estate in the Argus a Newspaper published and in General circulation in Union County Ohio - for sale at the door of the Court House in said on the 14th day of Oct 1846. Between the hours of 10 o'clock A M & 4 o'clock P M, having first the same appraised on a former writ — Oct 14th 1846 - Where upon the within described real Estate was sold as above no sale for want of bidders — Fees W M Robinson Sheriff

advertise

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: In lots No. 41. & 44. in the Town of Marysville

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Demas Adams the sum of One hundred Eighty two dollars and Seventeen cents, for his damages, together with $7.16 for his costs, with interest thereon from the 19. day of May A. D. 1840 until paid; which late in our said Court the said Demas Adams recovered against the said Silas G. Strong as of record is manifest. Also $ 27.31 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 Demas Adams

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. 1846.

John Cassil CLERK.

Ex. Docket Page 410

Dennis Adams
vs
Silas G. Thorp

Dam.	$ 182 17
Costs	7.16
Increase	30 84
Writ	41

Filed Aug 3 1847
John Cassidy Clk

Recorded

Received this writ May 31st 1847. In obedience to the within command I had the within named Real Estate appraised, by the oaths of Samuel Kessler, Thomas Turner and John Johnson as follows to wit. Lot No 41 at $175,00 and Lot No 44 at $725,00 and advertised the same 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 A.D. 1847 in pursuance of said notice proceeded to offer said Real Estate for sale at public Auction at the door of the Court House in Marysville in said County not sold for want of bidders

Fees=	mileage	5
	Inquest	1.00
	Appraiser fee	1.50
	Advertising	25
	Copy of Appraisment	20
	Service	35
	Printers fee	2.00

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G Strong Viz: In Lots Nos: (41 & 44) forty one & forty four, in the Town of Marysville Ohio — and that you have the same reappraised

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy Demas Adams — — — the sum of One Hundred Eighty two dollars and seventeen cents, for his damages, together with $ 4,16 for his costs, with interest thereon from the 19th day of May A. D. 1840 until paid; which late in our said Court the said Demas Adams recovered against the said Silas G. Strong as of record is manifest. Also $ 30,87 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 Demas Adams

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 31st day of May A. D. 1847.

John Cassil CLERK.

Received this writ July 26th 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 more than 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 and sold Lot No (44) forty four. to Demas Adams for four hundred and eighty three dollars and thirty three & one third cents. ($483.33⅓) he being the highest and best bidder therefor and that being two thirds the appraised value thereof. Lot No (41) forty one not sold for want of bidders

Philip Snider Sheriff

Ex Docket Page 498

Demas Adams
vs
Silas G Strong

Same $182.17
Costs 7.16
Increase 43.88
Writ .41

Fees = mileage .5
Service 3.5
Advertising 2.5
Pr Fee 2.00
Philip Snider Sheriff

Filed Sept 27, 1848
Peter Cassil C.M.
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, In Lots. Nos (41 & 44) forty one and forty four, in the town of Marysville Ohio.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy

Demas Adams

the sum of One hundred & eighty two dollars and Seventeen cents for his ~~for~~ damages, together with $ 7.16 for his costs, with interest thereon from the 19th day of May A.D. 1840 until paid, which late in our said Court the said Demas Adams

recovered against the said Silas G. Strong,

as of record is manifest. Also, $ 43.88 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 Demas Adams

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 July A.D. 1848

John Cassil Clerk.

Adams
vs
Story

Filed Nov 23. 1849
Pa Thatcher for Clk

Demas Adams vs. Silas G. Strong.

By virtue of a venditioni exponas to me directed from the Court of Common Pleas of Union county, Ohio, I will offer for sale at the door of the Court House in the town of Marysville in said county, on the 19th day September, 1848, between the lagal hours of 10 o'clock, A. M., and 4 o'clock, P. M., the following described real estate to wit: In lots Nos. 41 and 44 in the town of Marysville, Ohio. Lot No 41 appraised at $175,00 and lot No 44 appraised at $725,00.

PHILIP SNIDER, Sheriff.

August, 16, 1848. n13w5prf,2,00

The State of Ohio Union County, SS,

P. B. Cole of the County of Union being duly sworn deposes and says, that the notice hereto attached was published for more than 30 days next after the 16th day of August 1848 in a newspaper called the Argus during that time printed in the County of Union and in general circulation therein

P. B. Cole

Sworn to and subscribed in open Court this 23d day of Novr 1849

James Kinkade p. Clerk

Ex Docket Page 440

Samuel Adams
by
Silas G. Strong

Dam $182.17
Costs 7.16
" 37.63
Int. 11.41

Filed April 25, 1848
John Cassidy Clk

Recorded

Received this writ March 13. 1848. I 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 the same for sale at the door of the Court house in the town of Marysville in said County by public outcry. Not sold for want of bidders

Fees — mileage 5
Service 35.
advertising 25
Pr. fee 1.50

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We hereby command you to expose to sale those lands and tenements of Silas G. Strong Defendt. In Lots Nos. (41 & 44) forty one & forty four in the Town of Marysville, Ohio.

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy

Demas Adams — — — — the sum of One hundred eighty Three — dollars and Seventeen cents, for his damages, together with $ 7.16 for his costs, with interest thereon from the 19th day of May A. D. 1840 until paid; which late in our said Court the said Demas Adams recovered against the said Silas G. Strong as of record is manifest. Also $ 37.63 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 Demas Adams

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 13th day of March A. D. 1845.

John Cassil CLERK.

Filed June 28. 1848
John Cassil Clk

R. Adams ~~Hopkins~~ v S G Strong

Issue Execution –

Swan & Andrews

for pltff

Jan 28. 1848

Filed April 17th 1849
John Cassidy Clk

Issued April 23 1849
John Cassidy Clk

Seaman Adams

Silas G. Strong } Please issue a verdict in this cause -

John W. Andrews
Atty for Pltff -

To Clerk of Union Com Pleas -

April 15th 1844 -

Lemas Adams

vs

Silas G. Kinney

Precipe for
Execution -

Filed June 18. 1845
John Cassil CR

issued

Denver Colorado

Miss E. Strong

Please issue a warrant with

for fees & expenses.

James M. Andrews
Atty for Dfdt.

To Clerk of Court
Co. Court Pleas.

May 29, 1895.

D. Adams
vs
Silas G. Strong } Common Pleas Union County

In this case the clerk will issue Execution forthwith

D. Adams

Dec 5. 1845

Demas Adams

vs } Precipe

Silas G. Strong

Filed May 21-46

Jas. W. Gile

Clk

Demas Adams
vs.
Silas S. Strong
May 23rd 1840 –

Judgt by confession May 7. 1840
for $182.17 –
Issued fi-fa –
D. W. Andrews for
Pltff – by S. Brooks

Asnes

Demas Adams
v
Silas G Strong

Deft
Issue vendi -

J W Andrews
pltffs atty

July. 30 1846
To Clk Union Co -

87
12.63

2731

Civil/Domestic Case File

Case No. 1840-CV-0034

No. 40-CV-34

Union Common Pleas Court.

J. Ridgway & Co
Plaintiff,

AGAINST

Silas P. Strong
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT
$222 32

Journal 2 Page 197
Record No. 3 Page 378
Ex. Doc. 1 Page 185

J. Rogers & Co

Silas C. Strong

New-Haven

Filed May 21st 1840

Jas. H. Gill Clk

Ant. D. 222.52

Post bill made

Recorded

The State of Ohio, } In the Common Pleas,

Union County, ss. } Of the Term of May 1840

Joseph Rhegery and Joseph Rhegery Jun late partners under the firm of J. Rhegery & Co Plaintiffs in this suit complain of Silas G. Shipp & Co defendant in this suit, of a plea of assumpsit, &c. For that whereas the defendant on the 1st day of May A. D., 1840 was indebted to the plaintiffs in the sum of Ten hundred dollars for money lent by the plaintiffs to the defendant at his request. And the defendant afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiffs on request. Yet the defendant has not paid said sum of money to the plaintiffs or any part thereof; to the damage of the plaintiffs Ten hundred dollars: and therefore they bring suit.

By G. D. Miller his Attorney.

The State of Ohio, Union County, ss.

To the Sheriff of said County Greeting:

We command you to cause to be made

Union Com: Pleas

Joseph Redgway et al.

vs

Silas L. Strong

Page 94

Judgt	$222.32
Costs	7.16
Increase	1.16
Int	1.35

Levied upon Inlot No 58 in the Town of Marysville except 17 feet South side of said lot taken in addition to the width. It not being sufficient to pay the judgement, Lady 27. 1841. not sold for want of bidders or appraised

W. W. Stark Sheriff

Service —	35
Mile —	5

Filed August 6. 1841

James H. Gee Clk

Clerk.

for day of A. D. 18 day of

obeyed, this

Witness, James H. Gee, Clerk of said Court, and the seal thereof.

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

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 sum of

with interest thereon from the day of A. D. 18 until paid.

Also, $ increase of costs, which late in our said Court the said recovered against the said

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

The 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. Thorp the wt part of Survey No 3351 beginning at a white ash [illegible] Lynn and sugar tree in the S. line of the Survey, and corner to Joshua Mathews land thence N. 79 E. 104 poles to a hickory and two bur oaks thence N. 55 W. 116 poles to a stake in the center in the forks of the roads thence with the Toledo State Road N. 30 E. 153 poles to a large sugar tree on the Bank of Millcreek thence up the creek with the meanders thereof to a stone on the bank of the creek by the N. E. corner to a lot conveyed to Wm Thorp adjoining the Stone Mill lot thence with the line of said Stone mill lot 15 poles to a stake thence E. 22 poles to a stake thence S. with the line of John Irwin Rebecca Bancroft & Sen W. C. Lawrence Stephen McLain's lots 105 poles to a stake at the S.E. corner of McLain's lot thence W 26 poles to a stake in the line of Jos. Mathews land thence S. 10 E. 158 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 Joseph Ridgway Jr

the sum of two hundred twenty two dollars 32/100 Damages are $7.16

with interest thereon from the 17th day of May A. D. 1840 until paid.

Also, $1.16 increase of costs, which late in our said Court the said Joseph Ridgway Jr

recovered against the said Silas G. Thorp

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

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

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

A. D. 1841.

Jas. H. Gill Clerk.

Recd July 2nd 1840 Seized upon a part 33 57 in the County of Union beginning at a ~~stake~~ White ash Lilian & Sugar tree in the south line of the survey and corner to Joshua Mathiot land thence N. 79° E 104 poles to a Hickory and two Burr oaks thence N 55° west 116 to a stake in the center in the forks of the road thence with the Waldo state road north 3° East 153 poles to a large Sugar tree on the Banks of Mill Creek thence up the Creek with the meanders thereof to a stake in the bank of the Creek during the north East corner to a lot conveyed to Wm. 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 Simon Richard Bancroft Cyprian Lee Wm C Lawrence and Stephen McLains lots 105 poles to a stake at the south east corner of McLains land thence west 26 poles to a stake in the line of said J Mathiots land thence south ten degrees east 158 poles to the place of beginning

not offered for sale for want of time

R Clark Sheriff

Union Conc. Pleas

Joseph Rodgers vs Silas S. Snow

Damages $ 222.32
Costs 7 16
Exec 41
Serv — 35
Levy — 35
Mile — 5
74

Filed Aug 6 1840
Jas. H. Lewis 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 19 day of May A. D. 1840 Joseph Ridgway & Joseph Ridgway Jr recovered against Silas G. Strong

as well the sum of Two hundred and Twenty two dollars and thirty two cents, for their damages, as the sum of $ 7.14 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 Silas G. Strong

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 Pltffs

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

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 2nd day of July A. D. 1840

ATTEST: Jas H Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0035

No. 40-CV-35

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Abner Chapman
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT

$60.73

Journal 2 Page 198

Record No. 3 Page 374

Ex. Doc. Page

607.

W. Bank

vs

Abm Chapman

Filed May 21st 1840

Jas. W. Gill Clk

Ans.

60.73

The State of Ohio
Union County ss } May Term 1860.

And now comes M. B. Carrier one of the attorneys of this court on behalf of the defendants Abner Chapman Elizur C. Smith & Samuel Robinson and says he cannot gainsay the plaintiff's action - and confesses the defendants and assumes and promises in manner & form as the plaintiffs have alleged thereof declared & confesses that the plaintiffs have sustained damages to the amount of Sixty dollars & seventy three cents and for that amount & the costs of this suit and allowance expenses judgment to be rendered against the President Directors & Company of the Franklin Bank of Columbus and hereby release all errors & rights of bringing of appeal.

Thos B Lawrence
Pltffs Atty

W. Bank

v

Abner Chapman

et al.

Ac Ass't

Filed May 21st 1840

Jas. P. Wilcox Clk

a Jud. 60 100

Costbill made.

Recorded

The State of Ohio, } In the Common Pleas,

Ashe County, ss. } Of the Term of May 1860

The President Directors & Company of the Franklin Bank of Columbus Plaintiffs in this suit complain of Abner Chapman Rozier C. Smith & Samuel Robinson defendants in this suit, of a plea of assumpsit, &c. For that whereas the defendants on the 1st day of May A. D., 1860 were indebted to the plaintiffs in the sum of Two 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 Two hundred dollars: and therefore they bring suit.

By C. Fillmore Attorney.

Civil/Domestic Case File

Case No. 1840-CV-0036

No. 40-cv-36

Union Common Pleas Court.

Franklin Bank Plaintiff,

AGAINST

Silas G Strong. Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT

85-86

Journal	2 4	Page	246 198
Record No.	3	Page	375
Ex. Doc.	1	Page	508

Cop.

Fr. Bank
v
Silas P. Gray
&
Stephen McLain

Filed May 21st 1880
Jas. H. Gillis Clk.

Amt.
D. 858.80

THE STATE OF OHIO, } ss. May Term, 1860
Ulmer County,

And now Moses B. Corwin one of the Attorneys of this court appears in open court in behalf of the said Silas P. Strong and Stephen McLain 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 and 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 fifty eight dollars and eighty six — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Moses B. Corwin
Attorney for Defendants.

N. Bank

v

Silas G. Strong

&

Stephen McLain

Stat i Cert.

Filed May 21st 1840

Jas. W. Gill Clk

Amt

D. 858.86

Cost bill made

Eta

Recorded

The State of Ohio, } In the Common Pleas,

Franklin County, ss. } Of the Term of May 1840

The President & Directors Company of the Franklin Bank of Columbus Plaintiff, in this suit complain of Silas G. Troy and Stephen McLaren defendant, in this suit, of a plea of assumpsit, &c. For that whereas the defendant on the 1st day of May A. D., 1840 was indebted to the plaintiff, in the sum of Two thousand dollars for money lent by the plaintiff, to the defendant, at the request. And the defendant, afterwards on the day and year aforesaid, at the county aforesaid in consideration of the premises, then and there promised to pay the said sum of money to plaintiff, on request. Yet the defendant has not paid said sum of money to the plaintiff, or any part thereof; to the damage of the plaintiff, Two thousand dollars: and therefore they bring suit.

By G. Swan Allen Attorney.

Rec'd July 2nd 1840 Levied this execution upon
a part of Survey No 3347 in the County of Union
beginning at a White oak Lemb Sugar tree in
the South line of the Survey and corner to Joshua
Mathiot Land thence N 7½° E 104 poles to a hickory and
two Burr oaks thence N 55° West 116 poles to a Stake
in the ~~forks~~ center in the forks of the road thence with
the Waldo State road N 30° West 153 poles to a large Sugar
tree on the bank of Mill Creek thence up the Creek
with the Meanders thereof to a ~~stake~~ stone in the bank of the
Creek ~~to a stone~~ being the north east corner to a lot conveyed
to Mrs Shaik called the Steam mill lot thence South
with the line of said Steam Mill lot 15 poles to a
Stake thence east 22 poles to a Stake thence South with
the line of John Irwin Richard Bancroft Cyprian Lee
Mrs C Lawrence and Stephen McLanes lots 105 poles to
a Stake at the South East corner of McLanes lot thence
West 26 poles to a Stake in the line of said J Mathiot
thence South 10° east 148 poles to the place of beginning
~~containing 270 acres more or less~~, and not offered
for Sale for want of time

R Clark Sheriff

Union Com Plead
Franklin Bank
vs
Silas S. Shoop
Damages $ 858.86
Costs 7.16
Cost .41
Sur — 34
Serg — 34
Mile — 6
74
Filed Aug 6. 1840
Ja. S. Ric Clk

No 1

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 The President Directors etc of the Franklin Bank of Columbus recovered against Silas G. Strong

as well the sum of Eight hundred and fifty eight dollars and eighty six cents, for their damages, as the sum of $ 7.16 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 Silas G. Strong you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day o 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 Franklin Bank 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 2nd
day of July A. D. 1840
ATTEST: Ja. H. Gill Clerk.

Union Com. Pleas

Franklin Bank

vs No 9

Silas G. Strong &

Stephen McLain

Damages	$858.86
costs	7.16
Increase	1.16
writ	.35
	$867.48

Filed Jany 19. 1841

Jas H Ewing Clk

Serv .35

Mile .05

No 2

Jany 19. 1841. Returned without further service by order of Pltffs Attorney

Vernal

Nathl Dunlap 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 The President Directors & Co of the Franklin Bank of Columbus recovered against Silas G. Strong & Stephen McLain

as well the sum of Eight hundred & fifty eight dollars and Eighty six cents, for their damages, as the sum of $7.16 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 Silas G. Strong & Stephen McLain which you hold by virtue of a former Leg as you have certified and which yet remains 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 $1.16 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 Franklin 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 10th day of November A. D. 1840

ATTEST: James H. Gill Clerk.

Union Common Pleas
Ex doc No 25

Franklin Bank
vs
S. G. Strong &
S. McLain

Damages	$858.86
Costs	7.16
Increase	1.97
this writ	.41
	0

a

Offered the property on the 12th day of March 1844 having previously advertised the same according to law. but no sale for want of bidders -
W W Stockstaff

Serv 35. Mile 5. advty 25
Dr. fee 4.50

Filed March 12th 1844
John Cafil Clerk

(No 3)

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 Q Strong to wit A part of Survey No 3351 in the County of Union begining at a white ash Lynn & sugar tree in the S line of the Survey and corner to Joshua Mathiots land thence N 79 to E 104 poles to a hickory & two Burr oaks thence N 55 W. 116 poles to a stake in the centre in the forks of the road thence with the Waldo road N. 30 E. 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 N.E. corner to a lot conveyed to Wm Sharp called the Steam Mill lot thence S. with the line of said Steam mill lot 15 poles to a stake, thence E 22 poles to a stake, thence S. with the line of John Irving, Richard Bancroft Cyprian Lee, M. C. Lawrence and Stephen McLain lots 105 poles to a stake at the S.E. corner of McLains lot thence W. 26 poles to a stake in the line of said J. Mathiots thence S. 10 E 158 poles to the place of 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 the President, Directors & Co of the Franklin Bank of Columbus the sum of Eight hundred and fifty eight dollars and Eighty six — cents, for their damages, together with $ 7. 16 for ~~his~~ their costs, with interest thereon from the 19th day of May — — A. D. 1840 until paid, which late in our said Court the said President, Directors & Co of the Franklin Bank of Columbus recovered against the said Silas Q Strong & Stephen McLain as of record is manifest. Also, $ 1. 97 ——————— increase of costs, and the accruing costs ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said President, Directors & Company of the Franklin Bank of Columbus

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 26 day of January A. D. 1844

John Cassil CLERK.

Ex Docket Page 184

Noah Blair Bank & Cashier
vs
S & J McLain

Damages $85.86
Costs 7.16
Increase 7.41
Work .41

Fees — Service 35
mileage 5
Levy 35
Philip Snider Sheriff

Recorded

Rec'd this writ April 25th 1848 the description of the land heretofore levied on being defective I proceed this writ on said 25th of April 1848 on the following land, lying in said Union County about 200 rods of land of survey No. 3357. bounded as follows beginning at an ash sugar tree & hyne in the original South line of said survey & corner to Joshua Mathiots land thence N. 10 W. along Mathiots line 152 poles to a stake & corner to a lot owned by Stephen McLain thence E 30 poles thence S 90 poles crossing the road at 75 poles to a stake thence W. 16 22 poles to a stake in the East line of Wakins known as the steam mill lot thence north 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 South S. E. 73 poles to an elm & buckeye in the Waldo State road, thence with said State road South 80 poles to the centre of the Delaware road thence South 84 W. 4 poles to the centre of the Dublin Road thence with the Dublin Road 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 — by order of Plaintiffs Attorney returned without further service

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, Heirs, a part of Survey No. 3351. in the County of Union, beginning at a white ash Lynne & sugar tree in the S. line of the Survey and corner to Joshua Mathiots land thence N 79° E. 104 poles to a hickory & two burroaks thence N. 55 W. 116. poles to a Stake in the centre in the forks of the road thence with the Walde road N. 30. E. 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 N. E. corner to a lot conveyed to Wm. Sharp. Called the Steam Mill Lot, thence S. with the line of said Steam Mill Lot. 15 poles to a Stake, thence E. 22. poles to a Stake, thence S. with the line of John Irwin, Richard Bancroft, Cyprian Lee, W. & Lawrence, and Stephen McLain. lots 105 poles to a Stake at the S. E. Corner of McLains Lot, thence W. 36. poles to a Stake in the line of said J. Mathiots thence S. 10. E. 158 poles to the place of 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 The President Directors &c of the Franklin Bank of Columbus

the sum of

Eight Hundred and fifty eight — dollars and Eighty Six cents,

for their damages, together with $ 7.16 for their costs, with interest thereon from the 19th day of May A. D. 1840 until paid; which late in our said Court the said President Directors &c of the Franklin Bank of Columbus recovered against the said Silas G. Strong & Stephen McLain

as of record is manifest. Also $ 7.41 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 April A. D. 1848.

John Cassil CLERK.

M O W R

~~J G Thompson~~

Mrs Mary Ho

Johnson

Writ claim

Filed April 25 A 1858
John Cassio Clk

Franklin Bank, of Columbia
Silas G. Strong, exr
Judt May May 19 1841.-
Advise verdict for the clause on this
ptn, Geo N Parsons Atty for Plaintiff
Apr 26 1848

No. 40-CV-36

Union Common Pleas Court.

Franklin Bank.
Clinton Bank et al Plaintiff,
AGAINST
Columbus
vs
Defendant.
Silas D Strong,
Report of Master,
1849

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

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

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

Franklin Bank
Columbus

Clinton Bk Colum

Henry Starr

Th Wells

v

Silas G Strong
et al.

Report of Master

Filed Nov 20
1849.
James Richards for Clk

The Clinton Bank of Columbus
v
Silas G Strong et al } On Ex.

The Franklin Bank of Columbus
v
Silas G Strong et al } On Ex.

Henry Star
v
Silas G Strong et al } On Ex.

Silas G Strong
v
Clinton Bank of Columbus } On Ex.

On Reference to I R Swan as Special Master.

After an examination of the levys executions &c in the above cases and also the claim of William Wells in the premises also referred to the undersigned. Came before me by their Attorneys the said Clinton Bank (by Mr Brush) the Franklin Bank of Columbus (by Mr Parsons) the said Mr Wells by Mr Allison and the said parties agreed that the money to be distributed being $496.24 should be distributed as follows:

Mr Wells should receive	75
Fees of Master herein	10
	85.

Leaving a balance of 411.24

That said $411.23 should be distributed pro rata between Clinton Bank and the Franklin Bank in proportion to amount of principal and interest of said Judgments &c to wit

To the Clinton Bank on $1485.61 due May 29 1849 . . . 318.30

To Franklin Bank on $433.74 due May 29. 1849 . . . 92.93

$411.23

All which is Respy Subd

J R Swan
Spec. Master

fee 10

Civil/Domestic Case File

Case No. 1840-CV-0037

No. 40-CV-37

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

Ruben P Mann et al
Defendant.

MAY TERM. 1840

JUDGMENT VS DEFENDANT
$543 78

Journal 2 Page 199
Record No. 3 Page 373
Ex. Doc. 1 Page 196

Cas.

Tr. Bank

v

Peter P. Mann

et al.

Filed May 21st 1860

Ch. W. Gill Clk

Amt.

543.75

The State of Ohio
Union County ss } May Term 1840

And now comes into Court Moses B. Corwin one of the attorneys of this court and on behalf of Reuben P. Adams & David Burnham & Norman Chipman the defendants appears here to the declaration and waives all process and confesses that the defendants did assume upon and as declared against them & that the President Directors & Company of the Franklin Bank of Columbus and that the plaintiffs have sustained damages to five hundred & forty three dollars & ~~twenty~~ - five cents for which sum & five hundred & forty three dollars 75 & cents & the costs of this suit judgment is hereby confessed to the plaintiffs and all error rights and benefit of appeal waived & also the execution & issuance of attachment only to the defendants —

Moses B. Corwin
Atty for Defts

N. Bank
vs.
Paul P. Allen
Ext.

Filed May 21st 1840
Saml. H. Gill Clk
Judgt
D. 543.75
Cost bill made

Stay

Recorded

The State of Ohio,
Franklin County, } ss.

COMMON PLEAS, of the Term of
May 1840.

The President, Directors, and Company, of the Franklin Bank of Columbus, Plaintiffs in this suit, complain of Reuben P. Mann
David Burnham & Norman Chipman

Defendants in this suit of a plea of Assumpsit, &c. For that whereas the said defendants on the 1st day of May A. D. 1840 at the county aforesaid were indebted unto the plaintiffs in the sum of One Thousand ——— dollars, for so much money before that time by the plaintiffs lent and advanced to, and paid, laid out and expended for the defendants at their request and so being indebted, the said defendants in consideration thereof afterwards, to wit: on the day and year aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay 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 One Thousand ——— dollars, and therefore they bring suit, &c.

By G. SWAN, *their Attorney.*

Union Com. Pleas.

Franklin Bank

vs } No 8

Ruben P. Mann

David Burnham &

Norman Chipman

Damages	$543.75
costs	7.16
writ	.41
	551.32

made March 10/41. 48.00

made Apl 14. 1840 in

full — W. W. Stick Shff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840 the President Directors & Co of the Franklin Bank of Columbus recovered against Reuben P. Mann David Burnham and Norman Chipman as well the sum of Five hundred & forty three dollars and seventy five cents, for their damages, as the sum of $7.16 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 Reuben P. Mann David Burnham & Norman Chipman 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 $0.40 the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Franklin Bank Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Cour
at the Court-House aforesaid, this 10th
day of November A. D. 1840

ATTEST: James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0038

No. 40-CV-38

Union Common Pleas Court.

Clark Runnion
Plaintiff,

AGAINST

Wm Gabriel, & others,
Defendant.

MAY TERM. 1840

JUDGMENT VS DEFENDANT

Journal 2 Page 200

Record No. 3 Page 379

Ex. Doc. Page

Coy.

Clark Rangor

Ich L Mr,

Cadwe Jr.

Filed May 21st 1840

Jas. H. Lillie Clk

Not

278.87

Cost two mails

Ster

The State of Ohio
Union County } May Term 1840

And now comes into court Moses B. Corwin one of the attorneys of this court and on behalf of the defendants John Palmer and William Palmer Jr. and appears to said declaration of Clark Runyan the plaintiff and comes the issues and relies of process and on behalf of the defendants confesses that that the defendants did assume upon promises the plaintiff has declared against them and that the plaintiff has sustained damages by reason of the non performance of the promises, as laid to Two hundred Seventy eight dollars & eighty seven cents for which said sum & for costs of this suit judgment is hereby confessed in favor of said Clark Runyan and against said defendants. And by virtue of the said warrant all errors are hereby released & waived & leave of appearance on behalf of said defendants.

Moses B. Corwin
Atty for Defs

Clark Ranger
v
John Gabriel
&
Wm. Gabriel Jr
Stm.

Filed May 21st 1840
Ja. W. Gill Clk

Ant.

278.87

Recorded

The State of Ohio, } In the Common Pleas,

Union — County, ss. } Of the Term of May 1860

Charles Pierson Plaintiff in this suit complain of John Gaines and William Gaines defendants in this suit, of a plea of assumpsit, &c. For that whereas the defendants on the 1st day of May A. D., 1860 at Union County — indebted to the plaintiff in the sum of Five hundred — dollars for money lent by the plaintiff to the defendants at the 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 plaintiff 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 Five hundred — dollars: and therefore they bring suit.

By [illegible] Attorney.

Union Com. Plea

Clark Runnion

as } No. 15

John Gabriel &

William Gabriel Sr

Damages $278.87

Costs 7.16

Writ .41

Serv — 65

Mil — 45

Levy — 95

$1.35

Filed July 7 1840

Jas H. Lee Clk.

Rec'd June 30th 1840

Levied upon 60 acres of growing corn on the farm of John Gabriel not offered for sale for want of 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 19th day of May A. D. 1840 Clark Runnion recovered against John Gabriel and William Gabriel Jr as well the sum of Two hundred & seventy eight dollars and Eighty seven cents, for his damages, as the sum of $7.16 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said John Gabriel and William Gabriel Jr 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 Clark Runnion 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 25th
day of June A. D. 1840

ATTEST: James H Gill Clerk.

Union Com. Pleas

Clark Runnion

vs } No. 20

John Gabriel &

Mrs Gabriel Sum.

Damages $278.87

costs 7.16

Increase 1.16

Writ 35

Sum — 44

Mil — 44

Adv — 1.87½

$2.87½

Filed Oct 6. 1840

Jas. H. Gillett

Now August 12th 1840 Defendant to file on this 3d day of Oct. next Plaintiff to reply to day following this motion

H Clark Clerk

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840 Clark Runnion recovered against John Gabriel & Wm Gabriel Jun.

as well the sum of Two hundred & Seventy eight dollars and Eighty seven cents, for his damages, as the sum of $ 7.16 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 Jun. and John Gabriel which you hold by order of former levy and which yet remain unsold as you have certified you cause to be made the damages and costs aforesaid, with interest thereon from the 19 day of May A. D. 1840, until paid. Also the sum of $ 1.76 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 Cou
at the Court-House aforesaid, this 12th
day of August A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com. Plea

Clark Munyon

vs } No 21

Wm Gabriel Sr
& John Gabriel

damages	$278.87
Costs	7.16
Increase	4.98½
Writ	.35

Recd Pltffs receipts for 157.56
dated Nov 4. 1840.
also Receipt for 200$
dated Jany 22. 1841. to pay this
Execution & the Residue on
another W M Steele Shff
Febr 25. 1841

Filed Febr. 25. 1841
Thos H Lees Cllr

Page 18

Recd this Execution Jany 21 1841

Ckp

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) Sixty acres of growing corn on the farm of John Gabriel

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 & Seventy Eight dollars & 87/100 damages & Seven & 16/100 dollars costs

with interest thereon from the 19th day of May A. D. 1840 until paid.

Also, $4.98¼ increase of costs, which late in our said Court the said Runyon recovered against the said Wm Gabriel & 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 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* January A. D. 1841.

James H. Gill Clerk.

Recieved of Wm Gabriel on account of Judgement against W & J. Gabriel in Union County Two Hundred Dollars – Columbus Jany 22. 1841

$200.00

C Runyon

Recd from Mr Gabriel an acceptance
by Jos Hunter & Co for one Hundred
Fifty Seven 54/100 dollars — which
Paper will apply on the first Judgt
I hold against him — in Union Co

Nov 4. 1849

C Runyon

Clark Runyon

vs. } Recipe

John Gabriel &
Wm Gabriel

Filed May 21-
1840

Jno. H. Gill Ck

P.

Co.

Shiv.

Clerk Dunyan

John Galner
Wm Galner

Iss a venditi. exit a fi: fa.
claim.

May 20th 1810
To the Clerk C. C
P. Union Co.

G Swan
atty for pltffs

Civil/Domestic Case File

Case No. 1840-CV-0039

No. 40-CV-39

Union Common Pleas Court.

Franklin Bank
Plaintiff,

AGAINST

John S Brewinel
Defendant.

MAY TERM, 1840

JUDGMENT VS DEFENDANT
$399 52

Journal 2 Page 209
Record No. 3 Page 376
Ex. Doc. 1 Page 196

Cop.

Tr. Blank

vs

John S. Irwin

&

Wm. Irwin

Filed May 21st 1840

Sat. W. Gill Clk.

Amt

$99.52

THE STATE OF OHIO, } ss. May Term, 1846
Ashe County,

And now M. B. Carroll one of the Attorneys of this court appears in open court in behalf of the said John T. Irwin & Wm Irwin defendants and by virtue of a warrant of Attorney for that purpose waives the issuing and service of process and acknowledges that the said defendants did assume and promise in manner and form as the said The President Directors & Company of the Mechanics Bank of Cincinnati 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 & twenty-nine dollars and fifty two — cents, and he hereby releases all errors and right and benefit of appeal on behalf of said defendants.

Charles B Carroll
Attorney for Defendants.

W. Bank

v

John S. Irwin

&

Wm. Irwin

Sen.

Filed May 21st 1840

Saml H. Gill Clk

Amt

D $99.50

Costbill made

Recorded

Etc

THE STATE OF OHIO, } COURT OF COMMON PLEAS,
Union — County, ss. } May TERM, 1840 —

The President Directors & Company of the Franklin Bank of Columbus — Plaintiffs in this suit, complain of John T. Irwin & William Irwin surviving members of Calvin Wright deceased defendants in this suit, of a plea of assumpsit, &c.

For that whereas, the said John T. Irwin & Wm. Irwin both alive when Calvin deceased defendants on the 20th day of September in the year of our Lord one thousand eight hundred and thirty-nine at Columbus within the County aforesaid made their promissory note in writing, and then and there delivered the same to the said plaintiffs and thereby, then and there promised to pay to the said plaintiffs the sum of Three hundred dollars ~~and~~ ——— ~~cents~~, in four months after date thereof, which period has now elapsed; and the said defendants, in consideration of the premises, promised to pay the amount of the said note to the said plaintiffs according to the tenor and effect thereof.

And whereas, also, the said defendants afterwards, to wit, on the 1st day of May in the year of our Lord one thousand eight hundred and ~~thirty~~ forty - in the county aforesaid, were indebted unto the plaintiffs in the further sum of one thousand ——— dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request; also, in the further sum of one thousand ——— dollars, for work and labor, then and there done, and materials for the same provided by the plaintiffs for the defendants at their request; also, in the further sum of one thousand dollars, for so much much money then and there by the plaintiffs lent and advanced to, and paid, laid out, and expended for, the defendants at their request; also, in the further sum of one thousand ——— dollars, for so much money then and there had and received by the defendants for the use of the plaintiffs: and also in the further sum of one thousand ——— dollars, found to be due from the defendants to the plaintiffs on an account then and there stated between them; and so being indebted, the said defendants in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do; yet the said defendants although often afterwards requested, have not paid the said several sums of money, or any part thereof, to the plaintiffs but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the plaintiffs one thousand dollars, and therefore they bring suit, &c.

By L. Rowan
Their atty.

Civil/Domestic Case File

Case No. 1840-CV-0040

No. 40-CV-40

Union Common Pleas Court.

Stephen M'Lain
Plaintiff,

AGAINST

Richard L Ledwith
Defendant.

MAY TERM. 1840

JUDGMENT VS DEFENDANT

$164 57

Journal	2	Page	211
Record No.	3	Page	370
Ex. Doc.	1	Page	181

Stephen McLain

Co } Warrant of
Atty

R F Lockwith

Filed May 20. 1840
J A Gill Clk

I do hereby authorize and empower D B Cole Esqr or any other Attorney at Law in the State of Ohio to appear in any Court of Record in said State and wave the issue and service of process and confess a judgment against me and in favour of Richard F Ledwith for the sum of one hundred and Fifty nine dollars and Thirty nine cents with interest from the date hereof and costs of suit and thereupon to release all error and wave all benefit or right of appeal in my behalf

Given under my hand and seal this 2nd day of Nov. AD 1839

Stephen McLain (Seal)

Due Richard F Ledwith or Bearer one hundred and Fifty nine dollars & 39/100 for value Recd.

Mansfield Nov. 2nd 1839.

Stephen McLain

159 39
6
956
958

159.39
518
164.57

Indor. 17

Richard S. Ladurth

vs

Stephen McClain

Plea

Filed May 21st 1840

Jas. W. Gill Clk

Cost bill made

Recorded

Stephen McLain
ads
Richard D. Lecurtis.

In Union Common Pleas
May Term AD 1840

And the said Deft by P B Cole his attorney now comes and says that cannot deny but that they did assume and promise in manner & form as the Plff hath above thereof complained against him and by virtue of a Warrant of Attorney here to the Court shown confesses a judgment and acknowledges that the Plaintiff hath sustained damages by reason of the premises in one hundred & sixty four dollars and fifty seven cents and costs in this behalf expended and hereby waives all error & by reason of the want of time of service of process and waives all right & benefit of appeal

P B Cole atty for Deft

R. S. Sadworth

vs

Matthew McLeans

Richard T. Sedarth
vs
Stephen McLain.

In Union Common Pleas To
May Term AD 1840.

Richard T Sedarth complains of Stephen McLain in a Plea of assumpsit for that whereas the said Stephen McLain on the 2nd day of November 1839. at Marysville made his certain writing obligatory commonly called a due bill. and delivered the same to the said Richard by which he acknowledged to be due. the said Richard the sum of one hundred and fifty nine dollars 39/100. and the said Stephen then & there in consideration of the premises promised to pay the amount of said due bill to the said Richard according to the effect and tenor thereof Yet the said Stephen hath disregarded his promises and hath not paid the said sum of money or any part thereof to the damage of the said Richard Two hundred dollars. Therefore he sues &c

A. Hall Atty
Pr Pltff.

Union Com. Pleas

Richd. F. Ledwith

vs No. 9

Stephen McLain

Damages $ 164.57
Costs 7.16
Writ 41

Serv — 35
Mil — 5
40

Filed Aug 8. 1840
Jas. H. Lewelle

Defendant's Costs
Paid
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 19th day of May A. D. 1840 Richd. F. Ledworth recovered against Stephen McLain

as well the sum of one hundred & sixty four dollars and fifty seven cents, for his damages, as the sum of $ 7.16 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Stephen McLain you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day o 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 Richd. F. Ledworth 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 23d
day of June A. D. 1840

ATTEST: James H. Gill Clerk.

Union Com Pleas

Richard F. Ledworth
vs } No 18
Page 87
Stephen McCain

Damages $164.57
Costs 7.16
Increase .81
Writ .35

Recd this Writ May 18. 1841
levied upon 1 Sorrel Horse
& 1 Dandy Waggon —
Advertised them for Sale
June 8. 1841. - Sold property
for $-Bg. ov W W Steele Shiff

Service — 35
Mile — 5
Adv 1.25
Lound: — 78
$2.43

Filed August 9th 1841
James H. Gill Clerk

David upon 1 Sandy Waggon & 1 Sorrel Horse May 18. 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 19th day of May A. D., 1840 Richard F. Sidwell

recovered against Stephen McLain

as well the sum of one hundred and sixty four dollars and fifty seven cents, for his damages, as the sum of $7.16 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Stephen McLain

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th day of May A. D., 1840, until paid. Also, the sum of $2.81 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 Sidwell

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 May A. D., 1841

Attest: Jas H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0041

No. 40-CU-41

Union Common Pleas Court.

W W Woods

Plaintiff,

AGAINST

William Ross,

Defendant.

APR TERM, 1841

Settled

No Record.

Journal 2 Page 285

Record No. Page

Ex. Doc. Page

Union Com. Plea

Wm. W. Woods

vs } Precipe

Wm. Ross

Filed May 20th 1860

Jo. P. W. Gelwicks

William W Woods

vs

William Ross } In Union Common Pleas
May Term A.D. 1840
Action of Trespass on the Case
Damages 200 Dlls

The Clerk will issue summons returnable forthwith

Enclose Suit not to recover damages sustained by the Plff on account of the speaking certain false malicious & slanderous words by the defendant of & concerning the Plaintiff

Hall & Hale
Attys for Plff

"Suit brot to recover damages sustained by the Pltff. on account of the speaking certain false malicious & scandalous words by the defendant of & concerning the Pltff.

Hall & Cole
Attys for Pltff

Served by delivering a certified copy to Deft
H. Clark Sheriff

Union Com. Pleas

Wm. W. Woods

vs

Summons

Wm. Ross

Serv	15
Mil	5
Copy	15
	35

Filed May 20. 1840

Jas H. Gee Clk

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON William Ross.

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 Wm. W. Woods

in a plea of Action on the Case Damages $2000.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

Ja. H. Gill CLERK.

Mission Court Pleas

Wm. M. Woods

vs Evan Case

Wm. Roop

Filed June 23. 1840

James H. Gill Clerk

$8.59½
55 shff on subpoenas
48. 3 do
$1.03 Clerk

State of Ohio Union County ss

Wm H Woods vs William Rose } Union Com Pleas May Term in the year 1840

Wm H Woods Complains of William Rose in a plea of the case for that whereas the said Wm H Woods is and always has been a good and faithful Citizen of the State of Ohio and has sustained a fair character among his neighbors for integrity and has never been guilty or suspected of the atrocious Crime of forgery. But the said Wm Rose not ignorant of the premises and contriving & intending maliciously and wickedly to injure and destroy his character, to bring him into disgrace among his neighbors, and to expose him to the penalties of the law for forgery did on or about the 20th day of December A D 1839 at Union County utter and publish in the hearing of sundry persons, the following false malicious and slanderous words, of and concerning the plaintiff to wit, Woods (meaning the plaintiff) has forged notes on us to the amount of 1600$ If he (meaning the said Wm H Woods) did not forge them himself he procured some person to do it for him. The notes sold by Woods (meaning the plaintiff) to be publishing against us are forgeries. By means ~~reason~~ of which false, malicious, and slanderous words, the said Wm H Woods ~~has~~ is greatly injured in his good name and reputation and has been rendered liable to a prosecution for forgery. To the damage of the said Wm H Woods two thousand dollars and thereupon he brings suit &c

By Hall & Cole
his attys

Union Com Pleas

Wm Ropp
vs
W W Woods

Plea

Filed Sept 23. 1840
Jas H. Gillett Clk

Wm Ross
vs
W W Woods

Union Com Pleas May term 1840

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

By Wm Lawrence his atty

And the said Wm Ross for a further plea to the declaration aforesaid comes and defends and says that the said W W Woods ought not to have or maintain his aforesaid action against him because he says that after the commission of the several supposed grievances mentioned and before the commencement of this action to wit on or about the 10th day of May 1840 at the Com of Union he and one Ward agreed to and paid one of said notes (to wit of 1300) to Daniel Coe to relieve said Woods from his liability as endorser on said note and the other of 300.$ he and said Ward paid in notes on individuals to the said Wood in full discharge of the said supposed grievances and of the damages sustained by said Woods by reason thereof and which was then and there accepted by the said Woods in full satisfaction and discharge thereof and this he is ready to verify wherefore he prays Judgment and that the said W W Woods may be barred of his action aforesaid by Wm Lawrence his atty

Wm H. Woods
vs
~~Andrew Mather~~

Wm Rep.

Filed Oct 6. 1840
Jas. H. Gee Clerk

Wm W Woods } Pulaski Com Pleas
vs
Wm Rose } In Case

And the said Wm W Woods says, that by reason of any thing by the said Wm Rose in his plea alleged, ought not to be barred from having his aforesaid action against the said Wm Rose because he says he did not accept the payment of said notes, in full satisfaction & discharge of the damages sustained by him by reason of the slanderous reports uttered & published by Deft against as the said Wm Rose hath alleged and this he prays may be answered by the Country

By Hall & Cole
his attys

Union Com Pleas

W. W. Woods
vs } Sub
Wm Rose

Sear 12½
Copy 12½
Mil 45
,78

Filed Oct 6. 1840
Jas. H. Gillett

Recd by Copy R Clark Clerk

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Daniel Coe

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 Mr Rofs in a certain matter in controversy in our said Court depending: wherein W. W. Woods is plaintiff, and Said Rofs 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 28 day of September A.D. 1840.

James H. Gill Clerk.

Union Com Pleas

W. W. Woods

vs } Sub

Jas L. Ward

Serv — 25

Mil — 5

30

Returned by Rich Dry O'Clock Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON A. C. Jennings and James W. Evans

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 W. W. Woods in a certain matter in controversy in our said Court depending: wherein Said W. W. Woods is plaintiff, and Jas. L. Warden 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 28th day of Sept A.D. 1840.

James H. Gill *Clerk.*

Civil/Domestic Case File

Case No. 1840-CV-0042

Civil/Domestic Case

1840-CV-0042

located with

Supreme Court Case

1840-SC-0010

Civil/Domestic Case File

Case No. 1840-CV-0043

Civil/Domestic Case

1840-CV-0043

located with

Supreme Court Case

1840-SC-0009

Civil/Domestic Case File

Case No. 1840-CV-0044

Civil/Domestic Case

1840-CV-0044

located with

Supreme Court Case

1841-SC-0003

Civil/Domestic Case File

Case No. 1840-CV-0045

No. 40-CV-45

Union Common Pleas Court

Franklin Bank
Plaintiff,

against

Rodney Pickett
Defendant.

OCT TERM. 1840

Settled

Journal 2 Page 365

Record No Record. Page

Ex. Doc. Page

Union Com. Pleas

The president Directors & Company of the Franklin Bank of Columbus

vs

Pricipe

Rodney Ricket

Filed May 20th 1860

Jas. W. Geiger Clk

The President Directors & Company
of the Franklin Bank of Salem

vs

Robert Pickett

Assumpsit —
Damage $200

Issued a Summons returnable fortnight damage
cognovit — Endorsed Sued brought on a note
dated July 13th 1835 payable on the 1st day of April
then next ensuing for value received payable to James
W. Stone & by him endorsed to plf. Also for goods
sold money lent &c

J. Mc Clure C. to

Pl. Upon Cognovit —
May 19. 1840

G. Stone
Atty for plf

"Suit brought on a note dated July 13th 1839. payable on ~~[illegible]~~ the 1st day of April the next with interest from date. payable to James W. Steele & by him endorsed to pltff." Also for goods sold money lent &c.

G. Lucas
atty for pltff

Amd by Delaney & certified Copy to Deft
H. Curtis Sheriff

Union Com. Pleas

President Directors & Co of Franklin Bank of Columbus

vs Ex Summons

Rodney Picket

Sum	35
Copy	20
Mil	5
	60

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Rodney Picket

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 The president directors & Company of the ~~Bank~~ Franklin Bank of Columbus

in a plea of Assumpsit Damages $200.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840

Ja. H. Gill. CLERK.

Ulma Com. Phas

W. Bantz
v
Rodney Pickett
Ner. Assumpsit

Ept
Dr 6 cm

Filed May 21st 1840
Jas. W. Gill Clk

The State of Ohio }
Union County ss. } Union Common Pleas of the Term of May A.D. 1840.

The President Directors & Company of the Franklin Bank of Columbus plaintiffs in this suit complain of Rodney Pickett defendant in this suit of a plea of [redacted] Assumpsit. For that whereas the said defendant on the 13th day of July A.D. 1839 at Union County aforesaid made his promissory note in writing and then & there delivered the same to the [redacted] one Jerry Stutz and thereby then & there promised to pay to the said [redacted] Jerry Stutz or to his order the sum of one hundred dollars for value received on the 1st day of April then next which period is now elapsed with interest from date and the said [redacted] Jerry Stutz then & there endorsed the same note to the plaintiffs of all which the said Pickett then & there had notice and in consideration of the premises to the said Pickett then & there promised to pay the said sum of money in said note specified to the plaintiffs according to the tenor & effect thereof

And whereas also the said defendant afterwards but on the 1st day of May A.D. 1840 at the county aforesaid was indebted unto the plaintiffs in the further sum of Two hundred dollars for so much money by the plaintiffs lent & advanced to and for him unto and expended for the defendant at his request and also in the sum of Two hundred dollars for so much money had and received by the defendant for the use of the plaintiffs and the defendant then & there in consideration thereof undertook [redacted] promised the plaintiffs to pay them the said several sums of money when thereunto afterwards he should be requested so to do — yet the defendant altho often requested has not paid said several sums of money or any part thereof to the plaintiffs but hath wholly neglected & refused so to do & still does neglect & refuse to the damage of the plaintiffs. Two hundred dollars

Respectfully &c

By C. Swan
their atty

Civil/Domestic Case File

Case No. 1840-CV-0046

No. 40-cv-46

Union Common Pleas Court

William Tharp
Plaintiff,

against

Stephen McLain
Defendant.

JUL TERM. 1840

Judg. vs. Plf. for Cost

Journal 2 Page 234

Record No. No Record Page

Ex. Doc. Page

Union Com. Pleas

Wm Sharp for the use of R. L. Broom

vs } Precipe

Stephen McLain

Filed May 20-60
Jno. H. Gill clk.

Union County ss. Com. Pleas May Term 1840.

William Park for the use of
Robson L. Broom
vs.
Stephen McLain

} A plea of Debt.
Damages $300.

Issue Summons returnable forthwith an endorse "This action is brought to recover on a written promise (date March 12. 1839) to pay the amount of notes therein specified & received by the Deft. of Plaintiff (amounting to the sum of $248.63) on or before the first day of February 1840. & for money lent & rec'd &c."

May 20. 1840.

J. D. Powell Plff's atty

This action is brought to recover on a written promise (dated March 12 1839) to pay the amount of notes therein specified & rec'd by the deft. of plaintiff (amounting to the sum of $248.63. on or before the first day of February, 1840 and for money lent & rec'd &c.

May W. Powell
pltff's atty

Union Com. Pleas

Wm Sharp for the use of Robison L. Broom

vs } Summons

Stephen McLain

Serv	35
Mil	5
Copy	15
	55

Filed May 21st 1840
J. H. Gill Clk

Cost for Deft
A. A. Green

Served by delivering a copy to Deft
W. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Stephen M. Lain

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 Wm Sharp for the use of Robison L. Broom

in a plea of assumpsit Damages $300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

Jas. H. Gill CLERK.

any part thereof, but has wholly neglected & refused so to do.

And also for that whereas the defendant on the first day of May 1840 at Union County aforesaid was indebted to the plaintiff in the sum of three hundred dollars as well for money by the plaintiff last paid out & expended to & for the defendant at his request as for other money by the defendant had & received to & for the use of the plaintiff and being so indebted he the said defendant in consideration thereof afterwards, to wit, on the same day & year last aforesaid at Union aforesaid undertook & faithfully promised to pay the plaintiff the said last mentioned sum of money when he should be thereto afterwards requested yet the said defendant though often requested so to do hath not as yet paid the said last mentioned sum of money or any part thereof, but has wholly neglected and refused so to do. To the damage of the plaintiff three hundred dollars and therefore brings his suit &c

J. W. Powell Pltffs. atty.

Union Cont. Plevg.

Wm. Thompson
vs
Ralph M. Lozier

Mar.

Filed May 21-40
Jas. P. Phillips Clk.

Court of Com. Pleas May Term 1840.

Union County. ss. William Sharp who sues for the use of Robison L. Broom by F. W. Powell his attorney complains of Stephen McGrain in a plea of Assumpsit, for that whereas heretofore to wit, on the 12th day of March 1839 at Union County aforesaid, the said Stephen McGrain for in consideration that the said Plaintiff then & there at the request of the said defendant would and did give and deliver to the defendant certain notes then & there received by the defendant amounting in all to the sum of $248. 63 cents, he the said defendant then & there undertook and faithfully promised the Plaintiff to pay and deliver the amount of the said notes aforesaid to the Plaintiff on or before the first day of February 1840.

And also for that whereas the said defendant on the 12th day of March 1839 at Union aforesaid in consideration that he the said defendant at his own instance & request did then & there receive of the Plaintiff the amount of the following several notes ~~which~~ he the said defendant then & there undertook and promised to pay and deliver the amount of the said last mentioned ~~sum of~~ notes to the said defendant on or before the first day of February 1840, to wit, One note on said Sharp in the hands of S. McGrain for $45.00 One on P. B. Smith held by Switzer & Thurlow $50.00; one on O. B. Cifal in the hands of Bilcox $75.00; one the same in the hands of Switzer & Thurlow $49.75; one on the same for $18.38; and one note for $10,50 in all amounting to the sum of $248. 63 cents. Yet the said defendant though often requested so to do has not as yet paid or delivered the said several amount of the said notes to the Plaintiff or either or

Civil/Domestic Case File

Case No. 1840-CV-0047

No. 40-CV-47

Union Common Pleas Court.

Cyprian Lee & Co

Plaintiff,

AGAINST

Ambrose Meeker

Defendant.

OCT TERM 1840

JUDGMENT VS DEFENDANT

$233 25

Journal 2 Page 261

Record No. 3 Page 442

Ex. Doc. 1 Page 208

C Lee & Co.
vs
Praecipe

Abram Meeker

Filed May 20th 1840

Jno. W. Gice Clk

Cyprian Lee & Marcus Wason
in business under the firm & name
of C Lee & Co —
vs
Ambrose Meeker

In a plea of Assumpsit Damages four
hundred dollars

Issue a summons returnable
forthwith the nature suit is on note of
hand given by Defts to plaintiffs for two hundred
and ~~thirty~~ Eighty three dollars & 38 cents dated
January 20th 1838 Also for goods sold & delivered
also on an account stated &c

Wm Clerk of Union Com. Pleas
May 20th 1840

P B Hale Atty for
Pltiffs

Union Com. Pleas

C. Lee & Co.

vs } Summons

Ambrose Meeker

Serv	34
Mil	10
Copy	15
	60

"Suit brot on note of hand given by deft to plaintiff for two hundred and eighty three dollars & 38 cents dated January 20th 1838. Also for goods sold & delivered Also on an account stated &c.

P. & B. Cole
pro. pltff

Served by Delivering a Certified Copy to Deft
R Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Ambrose Meeker ~~& Mains Wasson business under the firm & name of C. Lee & Co.~~ 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 & Mains Wasson in business under the firm & name of C. Lee & Co in a plea of Assampsit Damages $ 400.00 Dollars, And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

J. H. Gill CLERK.

several sums of money nor either of them nor
any part thereof to the Same are ~~of~~ the
pltffs four hundred dollars & thereupon they bring
suit &c By P. B. Bole their atty

Lincoln Com Pleas
G. Lewis & Co.
vs
Ex Par of Trumpit
Attachment Member
Filed June 15. 1840
James M. Hill Clerk
Costs incurred
Recorded

State of Ohio
Union County } Court of Common Pleas May Term 1840
C. Lee & Co.
vs } In assumpsit Damages 400 $
Ambrose Meeker

Cyprian Lee & Mains Wason partners in trade under the name of C Lee & Co. complain of Ambrose Meeker in a plea of assumpsit for that whereas the said Ambrose Meeker on the 20th day of January in the year one thousand eight hundred & thirty eight at the County of Union made his promissory note in writing and delivered the same to the said Cyprian Lee and Mains Wason and thereby promised to pay to the said Cyprian Lee & Mains and Wason by the said name of their firm of C Lee & Co. or bearer two hundred and eighty three & 38/100 dollars one day after date which period has now elapsed and the said Ambrose Meeker then & there in consideration of the premises promised to pay the ~~said~~ amount of the said Note to ~~the~~ said Cyprian Lee & Mains Wason by the said name of their firm of C Lee & Co. according to the tenor and effect thereof And also for that whereas the said Ambrose Meeker on the 20th of January 1838 was indebted to the pltffs in the sum of two hundred & eighty three 38/100 dollars for the price & value of goods sold & delivered Also for that whereas the Defendant on the day and year last aforesaid at the County aforesaid was indebted to the pltffs in the further sum of two hundred and eighty three & 38/100 dollars for money found to be due from the Deft to the pltffs on an account then & there stated between them And whereas the deft on the first day of May AD 1840 in consideration of the premises then & there promised to pay the said several sums of money to the pltffs on request. Yet he hath disregarded his promise & hath not paid the same

Union Com. Pleas

S Lee & ho

vs } No 28

Ambrose Marker

Damages	$233.25
costs	8.83
writ	.41
	$242.49

Interest	
Service	.35
Mileage	.05
Appraisers	1.50
calling Inquest	1.00
	2.90

Returned without further service by order of Plaintiffs Decr 17. 1840
M. Steel sheff

Filed Dec 17. 1840
Jas H. Lee Clk

Seized upon 115 acres of Land Survey on 4066. Nov 20. 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 6th day of October A. D., 184 0 ~~[illegible]~~ C. Lee & Co

recovered against Ambrose Meeker

as well the sum of ~~[illegible]~~ Two hundred & thirty three dollars and twenty five cents, for their damages, as the sum of $ 8. 83 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 Ambrose Meeker

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of October A. D., 184 0, 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 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 19th day of November A. D., 184 0

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0048

No. 40-cv-48

Union Common Pleas Court.

Asa Taylor & Wife
Plaintiff,

AGAINST

David Burnham,
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$53 84

Journal 2 Page 278

Record No. 3 Page 414

Ex. Doc. Page

Union Common Pleas

Asa Taylor & Elizabeth his wife
vs
Mercer
Case
Dania Burnham

Filed May 20th 1846
Jas. W. Gill Clk.

Cl 184 Jos Cummin Atty

Union County Ohio 1840

Asa Taylor & Eliza his Wife

vs

David Kempham

Case Damage $300.00

Sum a summon returnable forthwith & endorse this suit is brought to recover the amount due the Plaintiffs as heirs & Devisees of John Kear Deceased which amount of Money is now in the hands of the Defendant as Executor of the last Will & Testament of said John Kear Deceased

28th May 1840

J. H. Gill Clk

Ell & J. A. Commingatty for Plff

Union Com Pleas

D Burnham
vs
Asa Taylor et al

Filed Sept 23. 1840
James H. Geddes Clk

David Barnham
vs
Asa Taylor and Elizabeth his wife

Minor Cont Pleas May term 1845

And the said David comes and defends &c and says that he did not assume and promise in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the pltff doth the like by W C Lawrence his atty

Union Common Pleas

Asa Taylor & Wife
vs } Deed in Case
Dania Burnham

Filed May 21- 1840
Jas. W. Gill Clk

ast bill made

Recorded

M B & J C Converse attys

The State of Ohio Union County Court of Common Pleas of the Term of
all day in the year of our Lord Eighteen hundred & forty

Union County ss

Daniel Burnham was summoned to answer unto Aro Taylor &
Elizabeth his wife in a Plea of Trespass on the case and thereupon
the said Plaintiffs by M B & J A Carwin their Attorney complain
for that whereas the said Defendant on the first day of August in
the year of our Lord Eighteen hundred & thirty nine at Union County
aforesaid was indebted to the said Plaintiffs in the sum of three
hundred Dollars for so much money by the said Defendant
before that time had & received to & for the use & benefit of the
Plaintiffs & being so Indebted he the said Defendant in consideration
thereof afterwards Laust on the same day & year aforesaid
at the County aforesaid undertook & then & there faithfully promised
the said Plaintiffs to pay them said sum of Money when he should
be thereto afterwards requested Nevertheless the said Defendant
tho often requested the said sum of Three hundred Dollars to them
the said Plaintiffs hath not yet rendered or paid nor any
part thereof but the same to pay or any part thereof to them the
said Plaintiffs he the said Defendant hath hitherto wholly
refused & still doth refuse to the Damage of the said Plaintiffs
in the sum of Three hundred Dollars & therefore they bring
Suit &c

M B & J A Carwin Atty

Union Com. Pleas

Asa Taylor & Eliza his Wife -

vs & Summons

David Burnham

Serv	35
Mil	25
Copy	15
	75

This suit is brought to recover the amount due the Plaintiffs as heirs & Devisees of John Bear decas'd which amount of money is now in the hands of the defendant ~~of said John Bear~~ as Executor of the last will & testament of said John Bear decas'd

M. B. & J. A. Corwin
Attys. for Plff's

Served by delivering a certified copy to Byt
Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON David Burnham

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 Asa Taylor & Eliza his wife

in a plea of the Case Damages $ 300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840

Jas. H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0049

No. 40-CV-49

Union Common Pleas Court.

Samuel McDonald & Wife

Plaintiff,

AGAINST

David Burnham

Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$80 62

Journal 2 Page 279 438

Record No. 3 Page 432

Ex. Doc. Page

Union Common Pleas

Samuel McDonald
& Rachel his Wife
vs Praecipe
Fair Case
David Burnham

Filed May 20-1840
Saml W Gill Clk

C U B J of Common Pleas

Union Common Pleas 1840

Samuel McDonald & Rachel
his Wife

vs

David Kunkam

Case Damage $300..00

John A Lemmon attorney for the Plff & Endorse "This suit is brought to recover the amount due the Plff as heir & devisee of John Kerr Deceased which amount of Money is now in the hands of the Deft as Executor of the last will & Testament of said John Kerr Deceased"

M B & J A Lemmon attys
for the Plff

20th day May 1840

J A Gill Clk

Union Com Pleas

Samuel McDonald
& Rachael his wife

vs } Summons

David Burnham

Ser	35
Mil	25
Copy	15
	75

Filed May 21st 1840

Jas. H. Gill Clk

"This suit is brought to recover the amount due the Plffs as heirs & Devisees of John Bear deceased which amount of money is now in the hands of the Deft. as Executor of the the last will & Testament of said John Bear deceasd."

M. B. & J. A. Orwin
Attys. for Plff

Served by Delivering a Copy to Deft
C. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON David Burnham

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 Samuel McDonald and Rachel his wife to appear

in a plea of the lease Damages $ 300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840

Jas. H. Gill CLERK.

Union Common Pleas

Saml McDonnell & Wife
vs
Deck in Ack

Dauth Kunkam

Filed May 21. 1840
Jno. H. Gill Clk

cost bill made

Recorded

Clk ~~[illegible]~~ Common atty

The State of Ohio Union County Court of Common Pleas of the Term of May in the year of our Lord Eighteen hundred & forty

Union County ss

David Burnham was summoned to answer unto Samuel McDonald & Rachel his Wife in a Plea of Trespass on the Case & and thereupon the said Plaintiffs by McB & Jos Cummin their attorneys Complain for that whereas the said Defendant on the first day of August in the year of our Lord Eighteen hundred & Thirty nine at Union County aforesaid was indebted to the said Plaintiffs in the sum of Three hundred Dollars for so much Money by the said Defendant before that time had & received to & for the use & benefit of the said Plaintiffs & being so indebted he the said Defendant in consideration thereof afterwards Scil on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiffs to pay them said sum of three hundred Dollars when he should be thereto afterwards requested Nevertheless the said Defendant altho often requested the said sum of Three hundred to them the said Plaintiffs hath not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said Plaintiffs he the said Defendant hath hitherto wholly refused & still doth refuse to the damage of the said Plaintiffs in the sum of Three hundred Dollars & therefore they bring suit &c

McB & Jos Cummin attys for Plffs

Com Plas
J. Burnham
vs
Saml M Donald
et al

Filed Sept. 23. 1840
Jas. H. Gill Clk

and afterwards to wit on the 23 day of Sept 1840 the deft by W. C. Lawrence his atty filed the following plea to wit

David Burnham
vs
Samuel M'Donald and
Rachael his wife

Union Com Pleas
May term 1841

And the said David comes and defends &c and says that he did not assume and promise in manner and form as the plaintiffs have declared against him and of this he puts himself upon the Country and the Plff doth the like by the Lawrence his atty

Civil/Domestic Case File

Case No. 1840-CV-0050

No. 40-CV-50

Union Common Pleas Court.

Samuel B Comer
Plaintiff,

AGAINST

David Burnham
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$134 25

Journal 2 Page 278

Record No. 3 Page 409

Ex. Doc. Page

Union Common Pleas

Samuel B. Loomis
vs
Trespass
Case
Daniel Burnham

Filed May 20th
1840.
Jno. H. Gale Clk

All Def Got Continued Atty

Union Common Pleas 1840

Samuel B. Cooper
vs
David Kuenhom

Case Damage $500.00

Upon a summons returnable
forthwith & Sedente" This suit is
brought to recover the amount due
the Plaintiff as Heir & Devisee of John
Kear Deceased which amount of
Money is now in the hands of the Deft
as Executor of the last Will & Testament
of said John Kear Deceased

20th day May 1840

J. H. Gill Clk

Ellis & Jeff Cummin Attys
for the Plff

Union Common Pleas

Samuel B. Coomer

vs } Dect in Corr

David Burnham

Filed May 21st 1840

Jas. H. Gill clk.

cost bill made

Recorded

Ch B. Jos Converse Attys

The State of Ohio Union County Court of Common Pleas of the Term of May in the year of our Lord Eighteen hundred & forty

Union County } ss

David Evanham was summoned to answer unto Samuel Scanner in a plea of Trespass on the Case and thereupon the said Plaintiff by M & J A Carmin his attorneys complains for that whereas the said Defendant on the first day of August in the year of our Lord Eighteen hundred & thirty nine at Union County aforesaid was indebted to the said Plaintiff in the sum of three hundred Dollars for so much money before that time had & received by the Defendant to & for the use of the Plaintiff and being so indebted he the said Defendant afterwards Came on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiff to pay him said sum of money when he should be thereto afterwards requested Nevertheless the said Defendant although often requested the said sum of three hundred Dollars to him the said Plaintiff hath not yet rendered or paid nor any part thereof but the same to pay or any part thereof to him the said Plaintiff he the said Defendant hath hitherto wholly refused & still doth refuse to the Damage of the said Plaintiff in the sum of Three hundred Dollars & therefore he brings suit &c

M & J A Carmin Attys
for Plff

6

This writ is brought to recover the amount due the Plaintiff as Heirs and Demisees of John Bear deceased which amount of Money is now in the hands of the deft. as Executor of the last will & testament of ~~deceased~~ John Bear deceased"

M. B. & J. A. Corwin
for Plffs

Union Com. Pleas

Saml. B. Cromer

vs. } Summons

David Burnham

Serv	34¢
Mil	24¢
Copy	14¢
	74¢

Filed May 21st 1840
Jas. H. Gill Clk

Served by delivering a certified Copy to Deft
L. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON David Burnham

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 Samuel B. Comer

in a plea of the Case Damages $300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

Jas. H. Gill CLERK.

Mon Com Pleas

D Burnham
vs
Saml Comer

Filed Sept 23. 1840
Jas. H. Lee Clk

David Burnham } Minor Com Pleas May term
vs } 1840
Samuel B Comer

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

By Lawrence his atty

Civil/Domestic Case File
Case No. 1840-CV-0051

No. 40-CW-51

Union Common Pleas Court.

Jason D Taylor & Wife
Plaintiff,

AGAINST

David Burnham
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$92.34

Journal 2 Page 278

Record No. 3 Page 415

Ex. Doc. Page

Union Common Pleas

Joseph D. Taylor & Polly
his Wife
vs Trespass
in Case
Daniel Burnham

Filed May 20th 1800
Jos. H. Gill Clk

Clk Bd & Jd & Carmichael Atty

Union Common Pleas 1840

Jason D. Taylor & Polly his Wife

vs

David Brenham } Case Damage $500.00

20th day May 1840

J H Spell Clk

"Pleas & summons returnable forthwith & endorse" "This suit is brought to recover the amount due the Plaintiffs as Heirs & Devisees of John Bear Deceased which amount of Money is now in the hands of the Deft as Executor of the last Will & Testament of said John Bear Deceased"

Ill B & J A Carmichael Attys for Plffs

Union Commonwealth

Jason D Taylor & Wife

vs Deed in Ejm

David Kennedy

Filed May 21-40

Jas. W. Gill
Clerk

Cost bill made

Recorded

Cl & J A Commonwealth

The State of Ohio Union County Court of Common Pleas of the Term of May in the year of our Lord Eighteen hundred & forty

Union County ss

Dearie B Cunham was summoned to answer unto Jason D Taylor & Polly his Wife in a Plea of Trespass on the Case & on therefore the said Plaintiffs by M B & J A Cowin their attorneys complain for that whereas the said Defendant on the first day of August in the year of our Lord Eighteen hundred & thirty nine at Union County aforesaid was indebted to the said Plaintiffs in the sum of three hundred Dollars for the like sum of money before that time had & received by the Defendant to & for the use & benefit of the Plaintiffs & being so indebted be the said Defendant in consideration thereof afterwards Large on the same day & year aforesaid at the County aforesaid undertook & then & there faithfully promised the said Plaintiffs to pay them the said sum of three hundred Dollars when he should be there to afterwards requested Nevertheless the said Defendant of the after requested the said sum of three hundred Dollars to them the said Plaintiffs hath not yet rendered or paid nor any part thereof but the same to pay or any part thereof to them the said Plaintiffs he the said Defendant hath hitherto wholly refused & still doth refuse to the Damage of the said Plaintiffs in the sum of three hundred Dollars & therefore they bring suit &c

M B & J A Cowin Attys

Union Com Plea

David Burnham
vs
Isaac Taylor et wife

Plea

filed Sept 23rd /40
Jas. M. Gill Clk

David Burnham
vs
Jason Taylor and Polly
his wife

Union Com Pleas May term 1840

and the said David Burnham comes & defends
the and says that he did not assume and promise in manner
and form as the plaintiffs have declare against him and of
this he puts himself upon the country and the said Plaintiffs
do the like

By H. C. Laurence his atty.

Union Com. Pleas

Jason D. Sayler and Polly his wife

vs. } Summons

David Burnham

Serv	35
Mileage	25
Copy	15
	75

Filed May 21-60

J. W. Gelt Clk

This writ is brought to recover the amount due the plaintiffs as heirs & Devisees of John Bear decease, which amount of money is now in the hands of the Defendant as Executor of the last will and Testament of said John Bear deceased.

M. & I. D. Corwin
Attys for pl'ffs

Served by delivering a certified copy to Deft
R. Clark Sheriff

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON David Burnham

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 Jason D. Taylor & Polly his wife

in a plea of the Case Damages $300.00 Dollars,

And have you then there this writ.

WITNESS, JAMES H. GILL, CLERK OF SAID COURT, at the Court House aforesaid, this 20th day of May A.D. 1840.

Jas. H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0052

No. 40-CV-52

Union Common Pleas Court.

Ambrose Meeker
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

APR TERM. 1841

Judgment VS Plaintiff

Recorded &
Indexed.

Journal 2 Page 297

Record No. 3 Page 482

Ex. Doc. Page

Mion Com Pleas

Ambrose Mucker

vs. Precipe

S G Strong

Filed May 20. 1840

J H Gill Clk

issued

Union County. Com. Pleas May Term 1840.

Ambrose Meeker
vs.
Silas G. Strong.

Assumpsit.
Damages $1000.

In this case issue summons returnable forthwith endorsed, "This action is brought to recover money paid by the plaintiff for the use of the defendant. Also for money paid by pltff. on a note due to the Urbana Banking Co. given by Lenthen M. Davis, on which the plaintiff, the deft. and Mains Vapor were securities, and the pltff now claims to recover of the deft. his contributive share of the money so paid."

Powell & Teall Pltffs. attys.

This action is brought to recover money paid by the plaintiff for the use of the defendant, also for money paid by Pltiff on a note due to the Urbana Banking Co given by Luther M Davis on which the plaintiff the Defendant and Manns Wason were securities and the plaintiff now claims to recover of the deft his contributive share of the money so paid

Powell & Hall Pltffs attys

Send by delivering a certified copy to Deft
May 21 40
N Clark Sheriff

Minor Com pleas

A Meeker

vs

Summons

Silas G Strong

Serv	35
Mil	5
Copy	1 50
	1 90

Filed May 21-40

Jno. W. Gill clk

State of Ohio, Union County, ss,

To the Sheriff of said County, Greeting:

WE COMMAND YOU TO SUMMON Silas P. 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 Ambrose Meeker

in a plea of Assumpsit Damages One thousand 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 May A.D. 1840

J H Gill CLERK.

Ambrose Drucker
v s Nan
Silas G Strong
Filed August 6. 1840
Jas H. Gill Clerk
Ca. bill made
Recorded

Powell & Hall

Ambrose Meeker

vs

Silas G Strong.

In Union Common Pleas to May Term AD 1840

Ambrose Meeker complains of Silas G. Strong in a plea of Assumpsit for that whereas the said Strong on the first day Jany. 1840 at Union Co was indebted to the plaintiff in the sum of one thousand ~~dollars for money~~ then & there paid by the plaintiff to & for the use of the defendant at his request

And also in the sum of one thousand dollars for money paid by plaintiff to & for the use of the Deft at his request upon a note executed by Luther McDavis (who was principle) and Ambrose Meeker Silas G Strong & Morris Mason (who were sureties) to the President & Directors of the Urbanna Banking Company.

And also in the further sum of one thousand dollars paid then & there by Plff to & for the use of the Deft at his request upon a judgment obtained by the said President & Directors of the Urbanna Banking Company against Luther M Davis Ambrose Meeker Silas G Strong & Morris Mason in Union County Court Court of Common Pleas.

And whereas the said Defendant afterwards to wit on the first day of Jany 1840 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 said plaintiff one thousand dollars & thereupon he sues

Powell & Hall
Attys for Plff

Union Com Pleas

S. G. Strong
vs
Ambrose Meeker

Plea

Filed Sept. 23. 1840
Jas. H. Gillett

Silas G. Strong
vs
Ambrose Meeker

Union Com Pleas May term 1840

And the said Silas comes and defends
the wrong and says that he did not assume and promise in manner and
form as the said Meeker has in the several counts of his
declaration complained against him and of this he puts himself
on the country and the Plff doth the like by W. Lawrence his atty

Union Com. Pleas

Silas G. Strong
ads } Sub
Ambrose Muker

Serve	12½
Mil —	"
	17½

Filed Oct 6. 1840
Jas. H. Gillett

Served by reading to Clerk of county

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Mains Mason and Joshua Matthiot

to be and appear before the Honorable the Judges of the Court of Common Pleas of said County, at the Court House, in the Town of Marysville, on the Second day of next Term, to testify and the truth to speak on behalf of S. G. Strong in a certain matter in controversy in our said Court depending: wherein Anthony Meeker is plaintiff, and Said S. G. Strong is defendant. And this ~~ty~~ 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.

Civil/Domestic Case File

Case No. 1840-CV-0053

No. 40-CW-53

Union Common Pleas Court.

Samuel Said
Plaintiff,

AGAINST

James Cluggage
Defendant.

July 1840

Dismissed

No Record.

Journal 2 Page 237

Record No. Page

Ex. Doc. Page

Union Com. Plas

Samuel Laird

vs. } Transcript

James O'Bugage Deft

Filed May 20. 1840

J. H. Gill Clerk

Samuel Said
vs
James Clugage junior

damages $ 10.00
justice fees
capias 00 12½
supoenas 00 37½
summons 00 40
const fees 00 80
witness fees $ 5.00

Suit brought for false warranty in a horse trade damage $ 75.00 bill of particulars filed january 24 A D 1840 upon the affedavid of the plaintiff capias issued against the defendent on january the 29 the 1840 which was served and returned by C. Bacon const in dorsed served by bringing the defendent forward parties being present and trial called a gournment was granted on the part of the defendent on til the 4 day of february next at 12 oclock on said day supeenas issued for Jacob Cock Sidney H Hyde James Spurgin Jonathan Burroughs Prestley Said Abner Liget James Simpson which was returned by C. Bacon const served by reding feb the 28 the 1840 by orders of the defendent supenas issued for David Welch John Laughney and A gandy and the parties and witness appeared february the 4 th 1840 and witness being sworn and examined and thare was ten dollars damage assesed against James Clugage junior in favor of Samuel said and judgment was rendered against the defenent in favor of the plaintiff for ten dollars and cost of suit cost of suit taxed at five dollars and 54 cents

I do certify the above to be a true transcript from my docket giving under my hand this day the 19 the 1840 John Gamble J. P SS

Saml. Lair

vs

Samuel Clippage

Pltfs Bill of Pur

tiecutang

Samuel Said plff } Action on the case for
vs } deceipt in a horse trade
James Cluggage Jr Deft } damage. — $75,00

Suit brought before John Gamble Esq Justice of Peace for Lushing Township to recover damage for a false wadranter in a horse trade damage sustained — $75.00

Lushing January 26th 1840 — Samel Said

Civil/Domestic Case File
Case No. 1840-CV-0054

No. 40-CV-54

Union Common Pleas Court.

Henry Starr, Plaintiff,

AGAINST

Selas G Strong, Defendant.

MAY TERM 1840

JUDGMENT VS DEFENDANT

$186 00

Journal 24 Page 246 217

Record No. 3 Page 371

Ex. Doc. 1 Page 236

S G Strong
& J J Fulton

Warrant of
Atty to A Slater

Filed May 21st 1840
Jas. H. Gill Clk

Cost bill made
Record made

We do hereby authorize and empower P. Beale or any attorney at law in the State of Ohio to appear in any court of Record in said State at any regular Term thereof and waive the issuing and service of process and confess a judgment against us & in favour of Henry Starr - for the sum of one hundred & seventy one dollars with interest from the 10th day of Nov. AD 1838. and costs - and thereupon to release all error & right & benefit & appeal in our behalf - Provided that said sum is not paid within ninety days from this date -

Given under our hands & seals this 31st October AD 1839.

John S. Sutton (Seal)
Silas G. Strong (Seal)

Silas G Strong
& J S Tattle
To
Henry Stacy

Henry Starr
vs
John S Hutton & Silas C. Strong

In Union Court of Common Pleas
To May Term

And the said defendants by P B Cole their Attorney now come and say that they did assume and promise in manner and form as Pltff hath above thereof complained against them and by virtue of a warrant of Atty. here to the Court shown confess the judgment and acknowledges that the Plaintiff hath sustained one hundred & eighty six dollars 50/100 damages. and they hereby release all error & waive all right & benefit of appeal in their behalf.

P B Cole atty for Defts

Henry Starr

vs

J. S. Hutton et al.

Silas G. Strong

Henry Starr
vs
John S Fulton &
Silas G Strong.

In Union Common Pleas
So May Term 1840

Henry Starr complains of John S Fulton & Silas G Strong in a plea of assumpsit for that whereas the said Defendants on the first day of November 1838 at Mansfield Ex[illegible] their promissory note in writing and delivered the same to Plaintiff by which they promised to pay to Plaintiff or order the sum of one hundred and seventy one dollars ten days after the date thereof which period has now elapsed. and the said Defts in consideration of the premises then & there promised to pay the amount of said note to the Plaintiff according to the effect and tenor 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 Henry Two hundred dollars therefore he sues &c

A Hall atty
for Plff

Union Com. Pleas

Henry Starn

vs

No 8

Silas G. Strong &
John S. Fulton

Damges $186.50
Costs 7.16
Ont 41

Serv 55
Mil - 5
60

Filed Aug 8. 1840
Jas H. Linville

Aug Term 1840 monday next made
W Clark Atty

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 18 40 Henry Starr recovered against Silas G. Strong & John S. Fulton as well the sum of one hundred & eighty six dollars and fifty cents, for his damages, as the sum of $ 7.16 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 & John S. Fulton 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 Henry Starr Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Cour
at the Court-House aforesaid, this 23d
day of June A. D. 18 40

ATTEST: Jas. H. Gill Clerk.

7

Civil/Domestic Case File

Case No. 1840-CV-0055

No. 40-CV-55

Union Common Pleas Court

Silas G. Strong
Plaintiff,

against

Wm. H. Sherman
Defendant.

OCT TERM. 1840

Discontinued

Journal 2 Page 218

Record No Record. Page

Ex. Doc. Page

Silas G. Strong
v.s.
William H. Sherman

Transcript.

Filed May 21 1840
Jas. W. Gill Clk

cost bill made

Fees & clerk's case 10 cents no subpoena 10 days	56
6 days claim 36 6 days 48 cost bill 2 days 6/8	1,31 1/2
	$1,87 1/2

Philip Clemens
Charles Brees
Levi G. Hastings
Jeff Arthur Brooks
Isaac Meach
Mary Sewall

Silas G. String
vs.
William H. Sherman

Amicable action for 3rd April at 1 o'clock P.M.

March 30th 1840.

Plaintiff files his bill of particulars amt. claimed — $22.75

Pltffs. Costs.
Subpoenas — 20½
Swearing Wit. - 12
3 Witnes' fees - 1.50
Judgt — - .25
Const. fees. - .35
$2.42½

On application of the plaintiff. Subpoenas issued for the appearance of Philip Plummer, Charles Morse & Levin H. Hastings, on the 3rd day of April 1840. at one o'clock P.M. & delivered to Samuel D. Beall, const. Which was returned in due time endorsed served by reading to the within named Philip Plummer, Charles Morse & Levin H. Hastings, April 2nd 1840.

Fees — Serv. .30cts Milage 5cts Saml. D. Beall const.

Defts. Costs.
Subp. — .16½
Venire — .25
3 Witnes' fees 1.25
Swear. do. — .12
Const. fees - 1.25
6 Jurors fees - 3.00
Swear. Jurors - .24
$6.27½

Also on application of the Deft. Subpoenas issued for the appearance of John Woods & Isaac Headley on the 3rd Apl. 1840. at one o'clock P.M. and delivered to the Deft. which was returned in due time — endorsed served the within by reading to the witnesses by me. Wm H. Sherman, Deft.

$8.70
2.75
5.95

April 3rd 1840. one o'clock P.M.

The defendant appeared without process, and Henry Swartz as agent for the plaintiff — The deft. disputed the pltffs claim, and demanded a trial by a jury: Whereupon the suit was adjourned to 5 o'clock P.M. And a venire issued directed to Saml. D. Beall, const. for the appearance of Hugh Thompson, Michael Cramer Jr. John Dillsaver, Isaac D. Stuart, Cornelius Stier & William Sirples, at 5 o'clock P.M. which was returned endorsed served by reading to the within named jurors this 3rd day of April 1840. Viz: Hugh Thompson, Michael Cramer Jr. John Dillsaver, Isaac D. Stuart, Cornelius Stier & William Sirples. Serv. 60cts Milage 15cts — Saml. D. Beall Const.

Five o'clock P.M. The parties, Jurors and

Witnesses being all present — The jurors were all severally sworn & affirmed & empanelled. Trial had.

Philip Plummer, Charles Morse & Levin H. Hasting were severally affirmed as witness for the plaintiff.

John Woods, Isaac Headley were severally affirmed and Henry Swartz sworn as witnesses for Deft.

Silas G. Strong
vs.
William H. Sherman

Suit before John P. Brookins, Justice of the Peace 3d April A.D. 1846

We the undersigned, Jurors chosen by the parties in the above cause, this day met before said Justice, and were severally qualified — after hearing the testimony & allegations of the parties, we do verdict in favor of the defendant, no cause of action.

Signed J. D. Stuart, Michael Cramer Jr.,
William Sirplep, Hugh Thompson, &
Cornelius Stire, John Dillsaver,

Whereupon judgment was rendered against the plaintiff for costs of suit taxed at Eight dollars and seventy cents.

William H. Sherman deft. paid three dollars the amount of the jurors fees.

The State of Ohio, Union County, 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. Brookins J.P. of Claibarne Twp.

Transcript. 31 cts

And the said Silas G Strong now comes and says that in the record and proceedings aforesaid there is error in this court

The Court erred in calling a jury before justice of the peace in an amicable action submitted to his decision only. from whose single ~~decision~~ judgment an appeal could have been taken

2nd The Court erred in compelling the Plaintiff to trial before the jury on the same day of the appearance

3d. The Court erred in not issuing a venire for six citizens having the qualifications of Electors as the Statute requires

4th The ~~Court erred~~ verdict was against Law & equity it should have been for Plff whereas it was for defendant

T. Hall
for Plff

Civil/Domestic Case File

Case No. 1840-CV-0056

No. 40-CV-56

Union Common Pleas Court.

Ambrose Meeker
Plaintiff,

AGAINST

Manus Wasson et al
Defendant.

APR TERM, 1841

Judgment VS Plaintiff

Recorded &
Indexed,

Journal 2 Page 297

Record No. 3 Page 472

Ex. Doc. Page

Mtn Con plea

Ambrose Meeker

vs } assumpsit

Mains Wasn

Filed May 20. 1840

J. H. Gill Clk

Union County. Com. Pleas May Term 1840.

Ambrose Meeker
vs
Mains Dawson } assumpsit.

Damages $1000.

by this Cause issue Summons returnable forthwith. on endorse "This action is brought to recover for money paid by the Pltff to, for the Deft's use, & also for a contributive share of money paid by the Plaintiff for Lewis M. Davis on a note payable to Urbana Banking Co. where the Plaintiff, Deft & others were Sureties"

Powell & Hall Pltff's attys

Union Com Pleas

Ambrose Mutter

vs Assumpsit

Mains Wason

Serv	35
Mil	5
Copy	15
	25

Filed May 21-1860

Jas. W. Gill Clk

This action is brought to recover for money paid by Plaintiff to & for the Defts use and also for a contributive share of money paid by the Plaintiff for Luther M Davis on a note payable to Urbana Banking Co where the plaintiff Deft & others were securities

Bovel & Heall
Pltffs attys

Served by delivering a certified Copy to Deft
W Clark Sheriff
May 21-60

State of Ohio, Union County, ss,

To the Sheriff of said Connty, Greeting:

WE COMMAND YOU TO SUMMON Mains Mason

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 Ambrose Meeker

in a plea of a Sumpsit Damages One thousand — 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 May A.D. 1840

J H Gill CLERK.

Ambrose Blake
vs & Ann
Mains Wason

Filed August 6. 1840
James H. Lee Clk
Ast bill made
Recorded

Powell & Hall

Ambrose Mucker
vs
Mains Mason

In Union Common Pleas Term May 1840

Ambrose Mucker complains of Mains Mason in a plea of Assumpsit for that whereas the said Mason on the first day of Jany. 1840 at Union County was indebted to the plaintiff in the sum of one thousand dollars for money then & there paid to & for the use of the defendant at his request

And also in the sum of one thousand dollars for money paid then & there by the Pltff to & for the use of the defendant at his request executed by Luther McDavis (whom was principle) & Ambrose Mucker Silas G Strong (whom were security) to the President & directors of the Urbanna Banking Company Ohio.

And also in the sum of one thousand dollars then & there paid by the plaintiff to & for the use of the defendant at his request in satisfaction of a judgment obtained by the President & directors of the Urbanna Banking Company against Luther McDavis Ambrose Mucker Silas G Strong & Mains Mason in Union County Court of Common Pleas.

And whereas the said Defendant afterwards (to wit) on the first day of Jany 1840 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 & hath not (though often requested so to do) paid said several sums of money or any part thereof to the damage of the said plaintiff 1000$ therefore he sues

Powell & Noble
Atty's for Pltff

Marius Grasson
vs
Ambrose Meltzer

Plea

Filed Sept 23. 1840
Jas. H. Giddings

Marius Wasson
v
Ambrose Meekes

Union Com Pleas May term 1840

And the said Marius Wasson comes and defends &c and says that he did not assume and promise in manner and form as the said Ambrose hath in the several counts of his declaration complained against him and of this he puts himself upon the Country and the plff doth the like by W C Lawrence his atty

Union Com. Pleas

Maines Mason
ads } Sub
Ambrose Mucke

Serv 12½
Mil — 5
17½

Filed Oct 6. 1840
Jas. H. Gill Clk

Transcribing reading of Clark Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Silas G. Strong

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 Mains Mason in a certain matter in controversy in our said Court depending: wherein Ambrose Mucke is plaintiff, and Saul Mason 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 28th day of Sept A.D. 1840.

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0057

Civil/Domestic Case File

Case No. 1840-CV-0058

Civil/Domestic Case File

Case No. 1840-CV-0059

Civil/Domestic Case File
Case No. 1840-CV-0060

Civil/Domestic Case File

Case No. 1840-CV-0061

No. 40-CV-61

Union Common Pleas Court.

Asa Rice
Plaintiff,

AGAINST

John McKiterick et al
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

No Record.

Journal 3 Page 8

Record No. Page

Ex. Doc. Page

Union Com. Pleas

Asa. Rice

vs } Precipe

John McPhetrick and

Jno. J. Kelly

Filed ~~May~~ June 02nd 1840

Jas. P. Blewett

Asa Rice
vs
John McKitrick
John J. Kelley

In Union Common Pleas.
In Replevin Damages 200$

The Clerk will issue a writ of Replevin in this case for the following property, to wit

One Sorrel Mare.

A Hall Atty for Plff

State of Ohio Union County ss
Asa Rice being duly sworn says that the Plaintiff has good right to the goods and Chattles described in the above precepe and that they are wrongfully detained by the Defendants and that the said goods & Chattles 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

Asa Rice

Subscribed & Sworn this 12th day of June AD 1848 before me

Christian Myers J P

Served by Replevying said mare and appraising the same to $55 Dollars by the Oaths of Edward Bonner Joseph Stiner & John Denly and taking Bond of Plaintiff and delivering the Mare and by delivering a certified Copy to Defts

June 12th 1840 R Clarke Sheriff

Lincoln Com. Plea

Ada. Rice

vs. } Replevin

John McKitrick &

Jno. S. Hess

Serv	35
Ret	5
Inquest	100
Bond	50
2 Copy Plaint	40
Copy Aff	20
Appraiser	1,50
	$4,00

Filed June 12, 1840

Chas H Lee 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 Asa Rice the Goods & Chattles following to wit one sorrel mare which John McKitrick & John S. Kelly wrongfully detains from the said Asa Rice as is said: and also that you summon the said John McKitrick & John S. Kelly to appear at the next term of our Court of Common to be held within and for the County of Union to answer unto the said Asa Rice for the unlawful detention of the goods and chattels aforesaid: Damages two hundred dollars and have you then there this writ: — June 12th 1840

Witness James H. Gill Clerk

Asa Rice
vs & Deat
John McKitrick
& John S Kelley

Replevin
Filed Nov. 3. 1841
James H Gillette
cert bill made

Hall & Pl

State of Ohio Union County ss.

Asa Rice
v
John McKitrick &
John J Kelley

In Union Common Pleas
July Term 1841

Asa Rice complains of John McKitrick & John J Kelley in a plea of Replevin for that the said John McKitrick & John J Kelley on the 11th day of June 1840 were possessed of certain goods & Chattles of the said Asa Rice to wit One Sorrel Mair to be delivered to the said Asa when they the said Defts should be thereto afterwards requested. Yet the said Defts though requested so to do have not delivered the said Goods and Chattles or the said Sorrel Mair to the said Asa and so the said Defts wrongfully detain the same from the said Asa to his damage two hundred dollars & therefore he sues &c

A Hall Atty
for Plff

Asa Rice
vs
John McKitrick &
John J Kelley.

Replevin in Union Common Pleas.

This case is settled at the defendants cost. it was so settled some time since. John J Kelley has left this Country & is somewhere resident of the State of Indianna.

Marysville March 17th 1842

John McKitrick

Ex. Doc. No. 2 page 110

Asa Rice
vs
John McKitrick
& John J. Kelly

Costs	$10,03
increase	1,22
	$11,25

Received this writ
Feb 8th 1845

fees Mileage —	$0,50
poundage —	14
Service —	55
	,97

Filed May 5th 1845
John Cassil, Clerk

Received April 11th 1845 $11,25 on the within writ
it being the full amount due on the within Execution —
Fm. M. Robinson Sheriff of Muskingum
County Ohio

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

WHEREAS, at a Court of Common Pleas of said county begun and held at the court house in Marysville on the 26th day of April A. D. 1842 Asa Rice recovered against John McKitrick & John R. Kelly

~~as well the sum of~~ ~~dollars~~ ~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 1003 for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said John McKitrick & John R. Kelly you cause to be made the damages and costs aforesaid with interest thereon from the 26 day of April A. D. 1842 until paid. Also the sum of $ 1,22 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 Asa Rice

as we have heretofore commanded you

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 8th day of February A. D. 1845

Attest John Cassil CLERK.

Union Common Pleas

Asa Rice
vs } Fi Fa.
John McKitrick &
John J. Kelly

Costs $10.03
This writ .41
$10.44

Stayed this writ by consent of all parties except Clerk Gill. that had interest in this writ.
W W Steele Pltff

Fees 35
Mile 5
40

Filed May 3d 1844
John Mapel Clerk

Ex Doc No 2 pp 110

For the Present we are willing this writ should be stayed, so far as we are Interested, --
R Clark
W. W. Steele

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D. 1842 Asa Rice

recovered against John McKitrick & John J. Kelly

~~as well the sum of~~ ~~dollars~~

and ~~cents, for~~ ~~damages, as~~ the sum of $ 10. 03–

for his —— costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said John McKitrick & John J. Kelly

you cause to be made the damages and costs aforesaid with interest thereon from the 26th day of April —— A. D. 1842 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 Asa Rice

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 12th —— day of March

A. D. 1844

Attest: John Cassil CLERK.

Rice
vs
McKitrick &
Kelly
Praecipe
issued

Filed March 12. 1844
John Cassil
Clerk

A Gaylord
v.
McKitrick
Johnson &

Replevin Judgt v. deft in Union Co.
Issue Ex fa.

A B Hall for
Pltff

To Capit Clk.

Civil/Domestic Case File
Case No. 1840-CV-0062

No. 40-CV-62

Union Common Pleas Court

Samuel Staley
Plaintiff,

against

N. W. Woods
Defendant.

OCT TER... 1840

Settled

Journal 2 Page 280

Record No. No Record. Page

Ex. Doc. Page

Samuel Staley
vs
W W Woods &
Josiah Gabriel

Praecipe

Filed June 23. 1840
Jas. H. Gill Clerk

Hall for Pltff

Samuel Staley
vs
W H Woods &
Josiah Gabriel

In Union Common Pleas to July Term 1840.

Assumpsit Damages $1200.00

The Clerk of sd Court will please issue Summons returnable next Term. Endorse. Suit brot to recover amount due. by Due Bill dated July. 30th 1839. by which Defts acknowledge to be due plaintiff the sum of 226$ on the 5th April 1838 & the further sum of 330$ due Dec 22nd 1838 & the further sum of 300$ due May 5th 1839. — Also for goods sold & delivered Money had & Received. and amount found to be due on settlement between the parties

A Hall Atty
for. D H

Union Conc. Pleas

Samuel Slaty

vs } Summons

W. W. Woods &

Josiah Gabriel

Serv —	55
Mil —	30
Copys —	35
	1,20

Filed July 7. 1840

Jas H. Gill Clk

Suit Brot to recover amount due by due bill dated July 30. 1839 by which Defts acknowledge to be due plaintiff the sum of $226, on the 5th April 1838 and the further sum of $300. due May 5. 1839. ~~also for goods sold & delivered~~ & the further sum of $330. due Dec 22. 1838. also for goods sold & delivered money had and received, and account found to be due on settlement between the parties. A Hall Atty for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon N. M. Woods & Josiah Gabriel

to appear

on the first day of our next term, 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 Samuel Staley

in a plea of assumpsit Damages twelve hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 23 day of June A.D. 1840

Jas. H. Gill **CLERK.**

yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof to the damage of the said Plaintiff twelve hundred dollars. & thereupon he brings suit &c.

A Hall Atty
for Plff

Saml. Staley
vs
W W Moody &
Josiah Gabriel

Decl.

Filed July 13th 1840
Ja. H. Gill Clk

Hall for Plff

Samuel Staley & W. Woods & Josiah Gabriel.

In Union Common Pleas Term
July Term AD 1840

The said Samuel Staley complains of W. W. Woods & Josiah Gabriel in a Plea of Assumpsit for that whereas the said Defendants on the 30th day of July AD 1839 at the County of Union made their certain Due Bill in writing and delivered the same to the said Plaintiff and thereby acknowledged to be the said Plaintiff the sum of Two hundred and Twenty six dollars on the 5th day of April 1838 and the further sum of three hundred & thirty dollars on the 22nd day of December 1838 and the further sum of three hundred dollars on the 5 day of May 1839 which several periods have now elapsed and the said Defendants in consideration of the premises on the day & year last aforesaid then & there promised to pay the said several sums of money to the said Plaintiff according to the tenor and effect of said Due Bill. Yet the said defendants have disregarded their promises and have not paid the said sums of money or any part thereof to the damage of the said Plff twelve hundred dollars.

And also ~~in the sum of twelve hundred~~ for that whereas the said Defendants on the sixth day of may 1840 were indebted to the said Plaintiff in the further sum of twelve hundred dollars for money then & there lent by the Plaintiff to the Defendants at their request.

And also in the sum of ~~1200~~ twelve hundred dollars for money then received by the Defendants for the use of the Plff.

And in the sum of twelve hundred dollars for money found to be due on settlement between Plff & Defendants and whereas the defendants afterwards on the 5 of may 1839 in consideration of the premises then & there promised to pay the said several sums of money to the Plaintiff on request

Union Com Pleas

Wm N Woods
Jonah Gabriel
ads
Plea

Samuel Staley

Filed Sept 2nd 1840
James H. Gill Clk

State of Ohio }
Union County ss } Court of Com Pleas July
Wm W Woods & } Term in the year 1840
Josiah Gabriel }
Samuel Staley } In assumpsit

And the said W W Woods & Josiah Gabriel now Come & defend & say that they did not assume & promise in manner & form as the said Samuel Staley hath declared against them & of this they put themselves upon the Country & the said Samuel Staley doth the like

P Sloole atty for Defts

The Plaintiff will also take notice that the Defendants on the trial of this cause will give in evidence as a bar to the plaintiffs said action a written agreement of which the following is a copy To wit

—This is to testify that as I was appointed guardian of two of the heirs of Samuel Staley deceased & W W Woods is one of the said two W W Woods has eight hundred & fifty six dollars & gave his due bill for that amount signed July 30th 1839 & this agreement is that the said W W Woods is to pay the eight hundred & fifty six dollars in land of the Barry tract if it can be bought, or is thought best to purchase at the price, or to be paid to me when the heirs come to be of age

(Dated) July 30th 1839 (signed) Samuel Staley

P Sloole atty for Defts

Civil/Domestic Case File

Case No. 1840-CV-0063

No. 40-cv-63

Union Common Pleas Court.

Marcus Wassenstal
Plaintiff,

AGAINST

Andrew Meeker,
Defendant.

APR TERM. 1841

Judgment VS Plaintiff for costs

Recorded & Indexed.

Journal 2 Page 297

Record No. 3 Page 483

Ex. Doc. Page

I certify the within transcript to contain a correct copy of the proceedings had before me Given under hand this 26th Day of July A D 1840

James Lowner J P

Nathan D Lee
vs } Transcript
of Theft
Filed Aug 1 1840
Jas A Lee Clk

State of Ohio Union County
Justices Docket Conty

Wasson & Lee
vs
Ambrose Meker

Suit Brought on note for $42.83
Due May 9th 1836

Judg	$52.48
Justice court	
Summons	0 12½
Satisfaction	0 10
Judgment	0 12½
Execution	25
Bail	25
this transcript	31¼
	$1.16¾

May 22th 1840 Summons issued Returnable on the 26th at 1 o'clock P.M. which was returned by M Bintly court indorsed served by serving by reading fee $0.15

May 26th 1840 Plantiff appeared A. Hall appeared for Defendant and asked for a continuance the court not considering the cause sufficient for continuance it was therefore considered by me that the Plantiff Recover of Deff a Judgment for fifty two dollars forty eight cents and costs of suit Execution issue

In the suit of Wasson & Lee against Ambrose Meker I Andrew Amarine do acknowledge my self Bail for Deff for an appeal in the sum of one hundred and six dollars to be levied on my goods and chattles lands and tenements if in case the said Ambrose Meker fail to pay the above Judgment and costs and costs that may accrue in the court of common pleas, Andrew Amarine Taken signed and acknowledged before me this 30th day of May 1840 James Turner JP

the above Execution Returned by John Hurly constable May 30 indorsed Levy made on 3 cows & calves 2 Heifers 1 grind Stone one Stack oats May 28

proceedings Stayed by Bail fee 0.25

Yet the said Defendant 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 plaintiffs sixty five dollars; and therefore they bring their suit, &c. By W. C. Lawrence, their Atty

Wapowhe
vs
Ambrose Hatfield
Dec.

Filed Nov. 14. 1840
Jas. M. Gill Clerk
Costain mass
Recorded

State of Ohio, }
Union County } ss

Wafson and Lee
vs
Ambrose Meeker

October Term, Court of Common pleas, 1840.

This Cause Comes into Court on an appeal from the docket of a justice of the peace; and thereupon Mains Wafson and Cyprian Lee, late partners in trade under the name and firm of Wafson and Lee, by which name of Wafson and Lee this suit was instituted below, and to which suit so instituted Ambrose Meeker the Defendant, by his attorney, appeared and answered; Complain of the said Ambrose Meeker in a plea of Assumpsit, for that whereas the said Ambrose Meeker, on the 9th day of May 1836 at the County of Union aforesaid, made his Due bill in writing, and delivered the same to the said Mains Wafson and Cyprian Lee, and thereby promised to pay to the said Mains Wafson and Cyprian Lee, by the said name of their firm of Wafson and Lee forty two dollars and thirty three cents, on the day of the date thereof, which period has now elapsed, and the said Ambrose Meeker then and there, in consideration of the premises, promised to pay the amount of the said ~~Due~~ bill to the said Mains Wafson and Cyprian Lee, by the said name of their firm of Wafson and Lee, according to the effect and tenor thereof:

And also for that whereas the said Ambrose Meeker, on the 9th day of May 1836, at the County of Union aforesaid made his Due bill in writing, and delivered the same to Wafson and Lee, by which name the plaintiffs sued below, and to which suit so instituted the Defendant appeared; and thereby promised to pay to the said ~~Mains Wafson and Cyprian Lee~~ Wafson and Lee forty two dollars and thirty three cents, on the day of the date thereof, which period has now elapsed; and the said Ambrose Meeker then and there, in consideration of the premises, promised to pay the amount of the said Due bill to the said Wafson and Lee according to the effect and tenor thereof;

Ambrose
Mosher
$42.33
Ap 1 10-15

Judgment Rendered
May 26th 1840 Jas Lowner JP

16

Due Wason & Lee or bearer forty two dollars and thirty three cents for value Recd —

May 9th 1836

Ambrose Mulker

4233

Civil/Domestic Case File

Case No. 1840-CV-0064

defendant Ware 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 G. Lee & Co according to the tenor
and effect thereof yet the said defendant hath disregarded his promise and has not paid the said sum of money
nor either of them nor any part thereof to the
damage of the plaintiff $50 dollars and therefore
they pray Judgment &c By Plaintiffs Attorney

C Lee & Co
vs Nar
Ambrose Meeker
Filed Nov. 14. 1840
James H. Gillette
cost bill made
Recorded

State of Ohio Union Co ss } Oct. Term Court of Com Pleas
C Lee & Co } 1840
vs
Ambrose Meeker

This case comes into Court on an appeal from the docket of a Justice of the peace and thereupon Cyprian Lee and Marius Masson late partners in trade under the name of their firm of C. Lee & Co by which name ~~and title they~~ of C Lee & Co this suit was instituted below and to which suit so instituted Ambrose Meeker defendant by his atty appeared and answered Complain of Ambrose Meeker in a plea of assumpsit for that whereas ~~for that where-~~ the said Ambrose Meeker on the 10th day of October 1836 at the County of Union aforesaid made his promisory note in writing and delivered the same to one Thomas H Eldridge and thereby promised to pay the said Thomas H Eldridge or bearer fifty dollars in one day after the date thereof which period has now elapsed and the said Thomas H Eldridge then and there for a valuable consideration transfered handed over and delivered the same to the said Cyprian Lee & Marius Masson partners in trade under the name of C Lee & Co as aforesaid whereby the plaintiffs became and are the Bearers of said note whereof the said Ambrose Meeker then and there had Notice and then and there in consideration of the premises promised to pay to the said plaintiffs by the name of the their firm of C Lee & Co as aforesaid the amount of the said note according to the tenor and effect thereof: And also for that whereas the said Ambrose Meeker on the 10th day of October 1836 ~~on~~ at the county aforesaid made his promisory note in writing and delivered the same to one Thomas H Eldridge and thereby promised to pay the said Thomas Eldridge or bearer fifty dollars one day after the date thereof which period has now elapsed and the said Thomas H. Eldridge then and there for a valuable consideration delivered the same to C. Lee & Co by which name the plaintiffs sued below and to which suit so instituted defendant appeared of which transfer and delivery the

Dec 17th 1836
Recd on the within Note Six Dollars
Feb 25th 1837 Recd on the within Note Ten Dollars

Ambrose Parker
$50,00

Washington Jones Esq & others
Fed Court

41,48

One Day after date I promise to Pay
Thomas H Eldridge or Bearer for value receive
of him fifty Dollars
Marysville October 10 1836 Ambrose Meeker

endorsed levy made on one wind mill one
field of oats & wheat and two fields of wheat
May 30th fee. $0.25
I certify the above to be a correct copy of
the proceedings had before me Given under
my hand this 26th day of July 1840

James Turner J P

C. Lee & Co
vs
J Tomsmith
A. Meker
Filed July 6. 1840
Ja. M. Lee Clerk

State of Ohio Union County

Justice Docket Entry

C. Lee & Co
vs
Ambrose Meker
Debt $41.48

Justice cost	
Summons	12½
Satisfac	10
Judg	12½
Execution	25
Bail	25
this transcript	3 1/4
	$1.16 1/4

Suit Brought on note for $50.00 Due Oct 11th 1836 Payable to Thomas Eldridge or bearer with a credit of six dollars endorsed Dec 17th 1836 also one credit of $10.00 endorsed Feb 25th 1837

May 22th 1840 Summons issued Returnable on the 26th at 2 O'clock P.M. which was returned in due time by M Bentley endorsed served by reading fee 15

May 26th 1840 Plantiff appeared Deff failed to appear ct. Hall appeared for Deff and asked for a continuance not sufficient cause shown it is considered by me that the Plantiff Recover of Defendant a Judgment for the sum of forty one dollars forty eight cents and costs of Suit Execution Fi Fa issued

In the suit of C. Lee & Co against Ambrose Meker I Andrew Amarine do acknowledge my self Bail for Deff for an appeal in the sum of eighty five dollars to be levied on my goods and chattles lands and tenements if in case the said Ambrose Meker fail to pay the above Judgment and costs and costs that may accrue in the court of common Pleas

Andrew Amarine

Taken signed and acknowledged this 30th Day of May A.D. 1840 James Lomer JP

the above Execution returned by John Hurley con

Civil/Domestic Case File

Case No. 1840-CV-0065

No. 40-CV-65

Union Common Pleas Court.

James W Crawford
Plaintiff,

AGAINST

James W Evans
Defendant.

NOV TERM. 1841

Settled at Defendts cost

Journal 2 Page 326

Record No. 3 Page 8-20

Ex. Doc. Page

Union Com. Pleas

Jas. W. Crawford
vs } Precipe
James W. Evans
Filed July 7. 1840
Jas. H. Gill Clerk

James W. Crawford
vs
James W. Evans

In Union Common Pleas to
July Term AD 1840

In Trespass. Damages 500 $

The Clerk will issue summons returnable forthwith. Enclosed suit brot to recover damages sustained by Plaintiff by reason of an assault and Battery committed by the Defendant upon the body of the said Plaintiff on or about the 29th day of May 1840. also for that whereas the Deft. did on or about the 29th May 1840 strike beat wound & otherwise ill treat the Pltff.—

C Swartzel Atty
for Pltff

Union Com. Pleas

Nat. W. Evans
ads } Sub.
Nat. W. Crawford

Served by reading to
John W. Frank
Saml McBratney
Albert Munsel
Apl 3d 1841
W W Stuebbeff

Fee — .37½
Mileage .15
.52½
Filed April 3. 1841
Jos. H. Gillelle

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Samuel McBeaty, John Frank and Albert Mundell

to be and appear before our 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 Nat. W. Evans

in a certain matter in controversy in our said Court depending: wherein James W. Crawford is plaintiff, and said James W. Evans 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 said Court at the Court house aforesaid, this three day of April A. D. 1841.

James H. Gill CLERK.

Union Common Pleas

James W. Crawford
vs
James W. Evans

Costs $ 12,18
41

Writ

Recd this writ Febr 27 —
1844. No property found
whereon to levy April
17. 1844. W W Steel Shff

Lev 35
Mile 5
40

Recd Witness fee $1. 50. in
This case W. W Steel Shff

Filed April 17. 1844
John Caspel Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action of Trespass lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein James W. Crawford — was plaintiff, and James W. Evans was defendant, the costs of the said James W. Evans — — were taxed at twelve dollars eighteen cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said James W. Evans in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the third day of November 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 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 27th day of February A. D. 1844

John Cassil CLERK.

James W Crawford

3/5 Stan 3

James W Evans

Filed August 6. 1840

Jas. H. Gill Clk

certificate made

Recorded

James W Crawford
v
James W Evans } In Union Common Pleas
to July Term AD 1840

And the said James W Crawford complains of James W Evans in a plea of Trespass for that whereas the said James W Evans on the 29th day of May AD 1840 at the County of Union with force and arms in and upon the said James W Crawford made an assault and him then and there beat bruised wounded and evil entreated and other enormities then & there did to the said James W. Crawford against the peace and dignity of the State of Ohio and to the damage of the said James W Crawford five hundred dollars & therefore he sues. &c

C Sweetzer
Atty for Pltff

Mon Com Pleas

J. W. Evans
vs
J W Bradford

Plea
Filed Sept. 23. 1840
Jas. H. Gillett

James W Evans
vs
James W Crawford

Union Com Pleas July term 1840

And the said James W Evans comes and defends &c and says that he is not guilty in manner and form as the said James W Crawford hath complained against him and of this he puts himself upon the Country and the said James W Crawford doth the like

By W C Lawrence his atty

Union Com. Pleas

Evans
ads
Crawford

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting;

WE COMMAND YOU TO SUMMON Saml. McBratney

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~~ Feb term, to testify and the truth to speak on behalf of Jas. W. Evans in a certain matter in controversy in our said Court depending: wherein Jas W. Evans is plaintiff, and Saml Evans 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.

Jas H Gill *Clerk.*

Union Com. Pleas

James W. Crawford

vs } Summons

James W. Evans

Serv — 3c

Mil — 4c

Copy — 14c

, 21c

Filed July 8. 1840

Jas. H. Gice Clerk

Suit But to recover damages sustained by Plff by reason of an assault and Battery committed by the defendant upon the body of the said plaintiff on or about the 29th day of May 1840. also for that whereas the deft did on or about the 29th May 1840 strike beat wound and otherwise illtreat the Plff

C. Sweitzer atty for Plff

Served by delivering a certified copy to Deft July 7th 1840

R Clark, Shff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James W. Evans

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 Jas. W. Crawford

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 7th day of July A.D. 1840

James H. Gill **CLERK.**

Jas. W. Evans
adr 3 pain
Jas W. Crawford
Filed April 3. 1861
Jas W Ewing Clk

Jas W. Crawford
vs
Jas W Evans

Union Com Pleas for
April Term 1841

Clk will issue subpoena for
Samuel McBratney and John Frank. Albert Munsell
on behalf of Deft W C Lawrence atty
for Deft

Clk Com Pleas
Union Co O

Civil/Domestic Case File

Case No. 1840-CV-0066

No. 40-CV-66

Union Common Pleas Court.

Pomroy Wilson & Butler
Plaintiff,

AGAINST

A Hall & D Willes
Defendant.

OCT TERM, 1840

JUDGMENT VS DEFENDANT
$442.38 &c

Journal 2 Page 275

Record No. 3 Page 435

Ex. Doc. 1 Page 209

Union Com. Pleas

George. Pomeroy et al.

vs } Precipe

A. Hall & D. Metter

Filed July 7th 1860

Ja.s H. Gile Cl.k

George Pomeroy, Lewis C. Wilson &
Elias Butler, partners under the name &
style of Pomeroy, Wilson & Butler.

vs.

Augustus Hall &
David Witter.

Debt.

Debt $400.00
Damages 200.00

Clerk please issue a summons in this case returnable at next term, and endorse "Suit brought on note given by defts to Pomeroy, Wilson & Butler on order 8th July A. D. 1839. for $400.00 payable ninety days after date; also for goods sold & delivered, money had and received, and on the other common counts.

May 11. 1840.

To the Clerk of the Court of Common Pleas of Union County, O.

Columbus Delano
atto. for plff's, &
Security for costs.

there incurred by the defts. for the use of the pltffs: and in four hundred dollars for money paid to be due from the defts. to the pltffs. on an account then and there stated between them: Yet the said defendants have not paid the said several sums of money, or either of them, nor any part thereof; to the damage of the said pltffs. of two hundred dollars, and therefore they bring suit &c

Columbus Delano

attys. for pltffs.

In this cause the defts. waive process and enter their appearance to Plaintiffs Declaration

A. Hall for defts.

Union Com. Pleas

George Pomeroy et al

vs } Declaration

A. Hall and D. Miller

Filed Aug 7th 1840

Wm. Sullivan Clk

Recorded

Debt 400

Damage 238 87/100

Union County ss. Court of Common Pleas, ~~May~~ July Term 1840.

George Pomeroy, Lewis O. Wilson & Elias Butler, partners under the name & style of Pomeroy, Wilson & Butler, complain of Augustus Hall & David Witter in a plea of Debt, for that whereas the said defendants on the 8th day of July A. D. 1839. at the County of Union, in the State of Ohio, made their certain writing obligatory of that date, sealed with their seals (and now to the court here shown) and then and there delivered the same to the said pltffs. and thereby bound themselves to pay to the said pltffs. or order four hundred dollars in ninety days after the date thereof; which period has now elapsed: and also for that whereas the said defts. on the 8th of July 1839 was indebted to the said pltffs. in four hundred dollars for the price & value of goods then & there bargained & sold by the pltffs. to the defts. at their request: and in four hundred dollars for goods then and there sold & delivered by the pltffs to the defts at their request; & in four hundred dollars for the price and value of work then and there done, and materials for the same provided by the pltffs for the defts. at their request: and in four hundred dollars for money then and there lent by the pltffs to the defts. at their request: and in four hundred dollars for money then and there paid by the pltffs for the use of the defts. at their request: and in four hundred dollars for money then and

Augustus Hall &
David Witter

$400.00

$400.00.

Ninety days after date for value received, we or either of us premise to pay Pomeroy, Wilson & Butler or order four hundred dollars.— Witness our hands and seals this 8th day of July A. D. 1839.—

Augustus Hall (L.S.)
David Wilson (L.S.)

Union Com. Pleas

Pomeroy Wilson & Butler

56

vs

A. Hall & David Butler

Debt	$400.00
Damages	23.87
costs	7.68 43155
Interest	1.11
writ	.35

Cs by A. Hall $7.68 costs in full

Recd this Execution Aug 3d 1841 levied upon 1 head of Horses 1 head of Cows. 1 Pleasure Waggon 1-2 horse Waggon. Advertised a Sale to be Aug 27. 1841. Not sold for want of Bidders. W W Steele Sheriff

Filed Sept. 23. 1841

James H. Gill Clerk

Serve	35
Bond	50
Mile	35
Ader	1.25
	$2.45

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 Sixth day of October A. D., 1840 George Pomeroy Lewis O. Wilson and Elias Butler partners under name and Style of Pomeroy Wilson and Butler recovered against A. Hall and David Witter

as well the sum of Four hundred Dollars Debt and Twenty three dollars and Eighty Seven cents, for Their damages, as the sum of $7.68 for Their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said A Hall and David Witter

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 $1.00 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 Pomeroy Wilson & Butler

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

Witness JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 3rd day of August A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Pomeroy Wilson & Butler

vs } No. 30

A. Hall & David Witter

Debt	$400.00
Damages	23.87
Costs	7.68
Writ	.41
	$431.96
Int to Jany 6/41	6.36
Due Jany 6, 1841	$438.32

Service	.35
Mileage	.35
~~Printing~~	0.00
Advertising	1.00

advertised property to be sold April 10. 1841 not sold for want of bidders

W M Steele
Sheff

Filed April 13. 1841

Ja M Guiselle

1

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 Sixth day of October A. D., 1840 George Pomeroy Lewis O. Wilson & Elias Butler Partners under the name and Style of Pomeroy, Wilson & Butler recovered against A. Hall & David Witter

Rec^d this Execution Decr 16 1840, levied upon a lot of Books
A Halls property. – about 30 vol's. advertised the same for Sale January
& Chattles
January 4th 1841 not sold for want of Bidders. no more goods
found whereon to levy. Levied upon 100 acres more or less being
No 40 lg. bounded as follows beginning at a stake witness a sugar
tree and Elm 100 poles S 11 E from a Hickory N.W. corner to a 100
acre lot of land sold by D O Copeland to Ebenezer Mather thence
N 79 E 160 poles to a forked sugar tree thence S 11 E 100 poles to a
Buckeye & 2 ashes thence S. 79 W 160 poles to a Burr Oak & ash
thence N 11 W 100 poles to the beginning appraised by the oaths
of Norman Chipman James Riddle & Wilson Reed at $ per
acre Advertised the same for sale on the 10th day of April 1841

Pomeroy Nelson &c
vs
A. Hall & A. Witter

as well the sum of Four hundred dollars Debt & twenty three & 87/100 —— dollars

and cents, for their damages, as the sum of $7.68

for their costs and charges in that behalf expended, as of record is manifest. You are therefore

commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said A. Hall

and David Witter

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of

October A. D., 1840, 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 Pomeroy Wilson & Butler

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 Dec

A. D., 1840

Attest: James H. Gill CLERK.

Ex Docket. 101 Page 127

Pomeroy Wilcox & Butler

v

A. Hall & Laura Hilton

Debt	$400.00
Damages	13.87
cost	7.68
Interest	6.39

6c $7.68 cents

Recd Aug 22. 1842 + 200$ +
Advertised property for
Sale Aug 29. Not Sold
for want of bidders
W W Steele Shff

Filed Aug 31. 1842
James H. Gillette Clk

Lev	35
Mile	35
Adv'tg	125
Pound	4.00
	5.95

423.87 - 600 6.40
.06
25.43 22
21.19 35

2543
2119
46.62
423.87
470.49
250.00
220.49

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 6th day of October A. D, 1840 George Pomeroy Lewis C Wilson & Elias Butler under firm of Pomeroy Wilson & Butler

recovered against A Hall & David Witter

as well the sum of $40.00 Debt & twenty three dollars and 87½ cents, for Wm damages, as the sum of $7.68 for the costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said A Hall and David Witter which you have levied and shall remain in sale as you have satisfied

you cause to be made the Debt, damages and cost aforesaid with interest thereon from the 6th day of Oct A. D., 1840. until paid. Also, the sum of $6.39 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 Pomeroy Wilson & Butler

lereof 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 4th day of May A. D., 1842

Attest: James H. Gill CLERK.

Filed Apl 25. 1842
Saml. H. Gill Clerk

Ex Docket No. 1 Page 127

Pomeroy Wilson vs Butler

&

A. Hall & David Butler

Debt	$400.00
Damgs	23.87
Costs	7.68
Increase	3.37
Writ	.41

Ex. Aug. 3rd/41 $7.68

Ex Dec. 20th/41 50.00

Recd this writ Febr 5th 1842 levied upon 10 head of Steers. Advertised - the Cows Steers Wagons & Horses for Sale April 23d & the Books for Sale Apl 25. April 23d 1842 demanded ~~property~~ 6 head of Cows 10 head of Steers 1 horse Wagon 4 horses 1 Pleasure Carriage but ~~they~~ did not delivered neither could they be found Apl 25. Books not sold for want of bidders —

levied upon 100 head of 2.3 & 4 year old Steers pm W Stark Shff

Serv 35
Mile 35
Bond 50
advts 1.00

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 A. Hall and David Witter to wit 30 vols of books also 4 head of horses 6 head of cows 1 pleasure wagon 2 horse wagon

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 Geo Pomeroy Lewis O. Wilson and Elias Butler the sum of Four hundred dollars Debt & $23.87 Damages & $7.65 costs

with interest thereon from the 6th day of October A. D. 1840 until paid. Also, $3.37 increase of costs, which late in our said Court the said Pomeroy Wilson & Butler recovered against the said A. Hall and David Witter

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 Pomeroy Wilson & Butler

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* fifth *day of* February

A. D. 1842

James H. Gill Clerk.

Civil/Domestic Case File

Case No. 1840-CV-0067

Civil/Domestic Case

1840-CV-0067

located with

Supreme Court Case

1840-SC-0008

Civil/Domestic Case File

Case No. 1840-CV-0068

No. 40-CV-68

Union Common Pleas Court.

Christian Gowl
Plaintiff,

AGAINST

Stephen McLain
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$233 00

Journal 2 Page 270
Record No. 3 Page 410
Ex. Doc. 1 Page 206

Union Com. Pleas

Christian Gowl

vs

Precepe

Stephen M Sair

Filed July 7th 1846

Jas. H. Gill Clk

Christain Gowl
vs
Stephen M. Slain

In assumpsit
Damages 300 $

issue summon returnable forthwith and endorse
Suit Brot on defindant's note of hand given to plaintiff on
the 9th day of January 1838 and due one day after date for
two hundred dollars also for goods sold and delelivered
H.C.

By W. C. Lawrence his atty

Union Com. Pleas

Christian Gowl

vs } Summons

Stephen McLain

Tiene Aug 8. 1840

Jas. H. Seckle

"Suit brot on defendants note of hand given to plaintiff on the 19th day of January 1838 and due one day after date for two hundred dollars also for goods sold and delivered &c."

M. Lawrence

Sum	35
Copy	15
Mil	5
	55

Serv by delivering a certified Copy to Defendant
N. Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Stephen McLain

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 Christian Gowl

in a plea of Assumpsit Damages $300.00 Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 7th day of July A.D. 1840.

Ja. H. Gill CLERK.

Recait

Marysville July 20th 1839 Recd of Mr Christian Goul paid hands of Stephen McLain Esq Intrest on a cartain note from 1st Janry 1839 to 1st Janry. 1840 Said note was executed by C Goul and bears date 13th day of febery 1837

John Woods

Stephen
McLain
Note
2.0000

One day after date I promise to pay
Christian Goul two hundred dollars
for value recd. Jan 9th 1838

Stephen McLain

Union Com Pleas

C Gowl
vs } Na
Stephen McLain

Filed July 27. 1840
James H. Lee Clk.

~~#. 233.~~ Na
2 3 3

cost bill made

Recorded

State of Ohio } Court of Common Pleas
Union County ss } July term 1840

Christian Gowl complains of Stephen McLain in a plea of assumpsit for that whereas the said Stephen McLain on the 9th day of January 1838 at the county of Union aforesaid made his promissory note in writing and delivered the same to the said Christian Gowl and thereby promised to pay to the said Christian Gowl two hundred dollars in one day after date thereof which period has now elapsed and the said Stephen McLain then and there in consideration of the premises promised to pay the amount of the said note to the said C. Gowl according to the tenor and effect thereof yet the said Stephen McLain has disregarded his promises and has not paid the said sum of money nor any part thereof to the damage of plaintiff 300 $ and therefore he brings suit &c By W. B. Lawrence his atty

Union Com. Pleas

Christian Gowel

vs } No. 28

Stephen McSain

damages $233.00

costs 8.78

writ .41

242.19

Remitter on said Judgt

$92.00

Fees - Service .35

Mileage .05

.40

Filed Feb. 3. 1841

Jas. H. Ewing Clk

Service upon L. Reed, 12th chain. 3 Sables & some Hay on the stable
Sept Nov 21, 1840. ~~Sett off~~ released by a Sett off made by to See and
Damages wrongfully agreeable to the Sum fixed March 1st 1831, entitled, An act to regulate Judgments
gains & encumbrances at Sales — — — — — — — —
Feb 1 1840. Levied upon Debt in the Town of Stanford — $015 —
Stanford by writ of Injunction Feb 3d 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 Sixth day of October A. D., 1840 Christian Gowel

recovered against Stephen McSain

as well the sum of Two hundred and thirty three dollars and cents, for his damages, as the sum of $8.78 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Stephen McSain

you cause to be made the damages and costs aforesaid, with interest thereon from the 6th day of Oct 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 Christian Gowel

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.

Union Common Pleas

James W. Evans
vs
Stephen M'Lain

Judgment for costs
Costs — 2,10½
Writ 41

Recd this writ Febr 27
1844. No property
found whereon to levy
april 17. 1844
W. W. Steele Shff

Serv 3,25
Mile 5
Pd 3 .40
Recd three dollars & twenty
four cents W. W. Steele Shff

Filed April 17. 1844
John Caprill Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Chancery lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein James W. Evans was plaintiff, and Stephen McLain was defendant, the costs of said Evans were taxed at two dollars ten & 1/2 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 James W. Evans 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 27th day of February A. D. 184

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0069

No. 40-CV-69

Union Common Pleas Court.

Barnard Gilbert
Plaintiff,

AGAINST

Edward W Inskeep
Defendant.

OCT TERM, 1840

JUDGMENT VS DEFENDANT

$13428

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Record No.	3	Page	443
Ex. Doc.	1	Page	208

Union Common Pleas

"

Bernard Gilbert
vs
Edward W. Gurley
Case

Filed July 7th 1840
Jas. H. Geo Clk

M & J A Cannon atty

Union County Ohio 1840

Bernard Gilbert
vs
Edward W. Inskip

Case Damage $200.00

Issue a Summons returnable forthwith & Endorse "This suit is brought to recover the principal & interest due on a promissory note given by the Defendant to the plaintiff for $119.90 Cts bearing date 7th October 1839 payable one day after date"

7th July 1840

J H Gill Clk

Ill B & J A Connin attys for Plff

Union Com. Pleas

Bernd Gilbert

vs } Summons

Edwd W. Inskeep

Serv — 35
Mil — 45
Copy — 15
1,05

Filed Aug 8. 1840
Jas H Gillelen

~~Suit Brot~~

"This suit is brought to recover the principal & interest due on a promissory note given by the defendant to the plaintiff for $119.90 cts. bearing date 4th Octob. 1839. payable one day after date"

M. B & J A Corwin Attys for pltff

Served by delivering a certified copy to Defendant
N Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Edward. W. Insley

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 Bernard Gilbert

in a plea of Case — Damages $200.00 Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 7th day of July - A.D. 1840.

Jas. H. Gill CLERK.

Ormain Common Pleas

Bernard Gilbert
vs } Deet in Case
Edward W Justice

Filed July 8. 1840
Jas. H. Gill Clerk
Costbill made
Recorded

MB & Jos Cowin atty

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

Union County } ss

Bernard Gilbert Complains of Edward W Jurkip in a plea of Trespass for that whereas the said Edward W Jurkip on the seventh day of October in the year of our Lord Eighteen hundred & thirty nine at Union County aforesaid made his promissory note in writing and delivered the same to the said Bernard Gilbert and thereby promised to pay to the said Bernard Gilbert or order the sum of one hundred & nineteen Dollars & ninety Cents to be paid one day after date which period has now elapsed and the said Edward W Jurkip then & there in consideration of the premises promised to pay the amount of the said note to the said Bernard Gilbert according to the tenor & effect thereof yet the said Edward W Jurkip hath disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Bernard Gilbert in the sum of Two hundred Dollars & therefore he brings suit &c

M B & J A Converse Attys
for Pl'ff

Union Com Pleas

Benjamin Gilbert

vs } No. 29
Page 55

Edward W. Dunkiff

Damages	$134.28
Costs	8.93 1/0
Execute	2.66
writ	.35

No property found whereon to levy - aug 18. 1841

Wm W Stuel Sheff

Serv —	35
Writ —	75

Filed Aug. 18. 1841

Thos W. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the Sixth day of October A. D., 1840 Bernard Gilbert

recovered against Edward W. Inskeep

as well the sum of one hundred and thirty four dollars and twenty eight cents, for his damages, as the sum of $8.93¼ 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 Edward W. Inskeep

you cause to be made the damages and costs aforesaid, with interest thereon from the Sixth day of October A. D., 1840, until paid. Also, the sum of $2.66 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 Bernard 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 25th day of June A. D., 1841

Attest: James H. Gill CLERK.

Union Com. Pleas

Bernard Gilbert

vs } No 29

Edward W Luskis

damages	$134.28
costs	8.93½
writ	.41
Service —	35
Mileage —	65
Advertising	1.25

Offered property for sale April 12. 1841 ~~not~~ sold ~~for no property price~~ Costs M H Steele Sheff

Filed April 13. 1841 Sam'l McFie Clk

Recd Apr 3d 1840 Levied upon the undivided half of the lands of Wheat in the Ground

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 6th day of October A. D., 1840 Bennara Gilbert

recovered against Edward W. Inskip

as well the sum of one hundred and thirty four dollars and twenty eight cents, for damages, as the sum of $8.78¾ 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

Edward W. Inskip

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 $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 Bennara 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 20th day of November A. D., 1840

Attest: James H Gill CLERK.