Civil/Domestic Case File

Case No. 1840-CV-0070

Civil/Domestic Case File

Case No. 1840-CV-0071

No. 40-CV-71

Union Common Pleas Court.

A Hall
Plaintiff,

AGAINST

James L Lord et al
Defendant.

APR TERM. 1841

Discontinued

No Record.

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Record No. Page

Ex. Doc. Page

Union Com Pleas

Augustus Hall

vs

William Sharp &

Pat. T. Lore

Filed August 4. 1840

James H. Gillelh

State of Ohio Union County ss

Augustus Hall being duly sworn says that William Sharp & James S Ford are justly indebted to said Hall more than one hundred dollars and about the sum of four hundred dollars and that the said William Sharp & James S. Ford are not (or either of them) residents of the state of Ohio

Augustus Hall

Subscribed & sworn before me this 4th day of August AD 1840

Jas H Gill Clerk
Union Com. Pleas

Augustus Hall
vs
William Sharp } In Union Common Pleas
& James S. Ford } The Clerk will issue Capias Ad Resp.

Trespass on the case
damages 500 $

Endorse out not to recover damages upon a contract by which ~~they made~~ the Defts on the 28th day of March 1839 acknowledged the receipt of A. Hall 360 $ which they therein promised to pay over to Pomeroy Wilson & Butler merchants New York city which they failed to perform – also for money had & Received – goods sold & delivered &c

A Hall in proper

Union Cond. Pleas

Augustus Hall

vs } Capias

William Thorp &

Pat. L. Lord

Filed Oct 6. 1840

Jas H. Fell Clk

I have taken the body of James Lord (Mr Thorp not found) & take security for his forth appearance

C. L. Thorp
Constable

Suit Brot to recover damages upon a contract by which the defendants on the 28th day of March 1839 acknowledged the receipt of A Hall of $360.8 which they therein promised to pay over to Pomeroy Wilson & Butler merchants in New York City, which they failed to perform also for money lent & Recd goods sold & delivered &c"

A Hall in
pro per

Serv 35
Mil — 4
Bond 50
90

The State of Ohio Union County S.S.
To the Coroner of said County Greeting
We commande you to take William Thorp and James L. Love if they may be found in your Bailiwick and them safely kep so that you have them 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 Augustus Hall in a plea of Trespass on the case Damages Five hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 4th day of August A.D. 1840

James H. Gill Clerk

Lords & Thorpe
Bond
Filed Oct 6. 1840
Jas. H. Lee Clerk

Know all men by these presents that we James L Ford & Chester Foreman & Robenson L Brown & are held and firmly bound into James L Ward Coroner of union Co Ohio in the penal sum of Eight hundred dollars for the payment of which well & truly to be made we bind ourselves our heirs Executors & Administrators firmly by these presents sealed with our seals & signed this 4th day of August 1840

The condition of this obligation is this Whereas the said Ward as coroner of said County has this day served a Capias ad Respondendum upon the body of said Ford at the suit of Agustus Hall vs William Thorpe and ~~the case~~ James L Ford in an action of Trespass in the Case which issued from the office of the Clerk of the Court of common Pleas in & for the County of Union Ohio. Now if the said J L Ford & Chester Foreman & Robenson L Brown & shall deliver or cause to be delivered the body of said Ford unto the court of common Pleas on the first day of their next term to Sussexer ~~said~~ writ on the sixth day of August 1840 then this obligation is to be void otherwise full force

J L Ford (seal)
Chester Foreman (seal)
Robert L Brown (seal)
(seal)

in consideration of the premises the said Defendants promised to pay the said several sums of money to the Plff on request yet they have disregarded their promises and have not paid said sevral sums of money or either of them or any part thereof to the Damage of the Plff five hundred dollars & therefore he sues

D. Hall in proper

$2.12 paid by Lord and withdrawn
$2.12 to be paid by Hall

A. Pace
vs
Declaration
Assump & Lab

Filed May 28. 1841
Thos. G. Reid Clk

Augustus Hall
vs
William Sharp &
James L Ford.

In Union Common Pleas
To October Term. 1840.

Augustus Hall complains of William Sharp & James L Ford (the sheriff of sd County having returned the original writ "Not found as to the said Sharp "Not found") in a Plea of trespass on the Case for that whereas the said defendants on the 28th day of March 1839 at the said County of Union made their certain writing obligatory of that date and delivered the same to the sd Plaintiff by which they acknowledged the receipt of Three hundred and sixty dollars which sum they thereby promised to pay over to Pomeroy Wilson & Butler merchants in New York city and take their Receipt therefor as paid by said Hall. Yet the said Defendants being ~~under~~ instigated by the devil did fraudulently appropriate said sum to their own use and did not pay over said sum of money or any part thereof to the said Pomeroy Wilson & Butler nor to any other person or persons to or for the use of said Hall but have neglected & wholly refused to this day either to pay over said sum to said Pomeroy Wilson & Butler ~~aforesaid~~ or to refund the same to Plff To the damage of the damage of said Plaintiff five hundred dollars

and also for that whereas the said defendants were on the said 28th day of March 1839 at the County aforesaid indebted to the said Hall in the sum of five hundred dollars for the price and value of goods then and there sold & delivered by the Plff to the Defendts at their request

And in five hundred dollars for money then & there received by the defendants for the use of Plaintiff

And whereas afterwards on the first day of April 1839

Thos P. Fox
adm. & Plea
to all

Filed Apl. 14. 1840
Thos H. Fewell

Per P. Wade

A Hall
vs
Wm Thorp
& James L Lord } Union Com Pleas

And the said James L Lord
Wm Thorp
comes & defendants & says that
they did not assume & promise in
manner & form as the Hall hath
declared against them & of this
they put themselves upon the
Country and the said Hall doth
the like

Frost & Cook attys for def

Civil/Domestic Case File

Case No. 1840-CV-0072

No. 40-CV-72

Union Common Pleas Court.

Rees Pallington
Plaintiff,

AGAINST

Jacob Reed et al.
Defendant.

AUG TERM. 1842

JUDGMENT VS DEFENDANT

$ 3-39,46

Recorded &
Indexed,

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Union Com. Pleas

State of Ohio Union
of Rees Darlington
vs
John Scott Jacob
Rees & Saml. Sanders
Filed Aug. 28. 1840
James H. Gill Clk

The State of Ohio Pltff for the use of Rees Darlington vs John Scott, Jacob Reed & Samuel Sanders deft.

Union Com. Pleas

In Debt. Debt $500.00. Damages $300.00.

The Clerk of the Court of Common Pleas of Union County Ohio will issue a summons in this case returnable at next Term. Indorse thereon suit brought. On Bond dated November 14th AD 1836. Executed by defts payable to the State of Ohio Condition that said Scott shall pay over according to law all moneys that shall come into his hands as Justice of the Peace of Jackson Township in said County Bearer assigned that said Scott did not pay over the moneys of Pl Darlington that so came into his hands as aforesaid. Also for money received by said Scott as Justice of the Peace as aforesaid belonging to said Darlington

Godman & Rance
Attys for Pltff

Suit bot on bond dated Nov. 14th A.D. 1836 Executed by defts payable to the State of Ohio conditioned that said Scott should pay over according to law all moneys that should come into his hands as Justice of the peace of Jackson Township in said County Bosachus assigned that said Scott did not pay over the moneys of said Darlington that so came into his hands as aforesaid also for money Received by said Scott as Justice of the peace as aforesaid belonging to said Darlington

Goodman & Rowe
Attys for Plff

Union Com. Plead
State for Darlington
vs
John Scott et al.
Summons

Serv	75
Mil	1,25
Copys	35
	$2,15

Filed Oct 6. 1840
Jas H Lee Clk

Bond for costs

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Scott Jacob Reed and Samuel Sanders

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 the State of Ohio for the use of Rees Darlington

in a plea of Debt $500.00 Damages three hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 28th day of August A.D. 1840

Jas. H. Gill CLERK.

Union Com Pleas
The State of Ohio for
the use of Rees Jai-
ritane
vs
Jacob Reed and
Samuel Sanders
Declaration

Filed Nov. 5th 1840
Jas. H. Gillett
costs made

(Recorded.)

Judgt Sept 15th 1842
for the Board Esc
Jacob 39,46

State of Ohio } Court of Common Pleas
Union County ss } October Term AD 1840

The State of Ohio Plff in this suit for the use of Rees Darlington Complains of Jacob Reed and Samuel Sanders Defts — The Sheriff of said County having returned not found as to John Scott. impleaded with said Reed and Sanders) in a plea of Debt. For that whereas heretofore to wit on the 14th day of November AD 1836. at the County of Union and State of Ohio the said Jacob Reed and Samuel Sanders together with the said John Scott made their certain writing Obligatory of that date sealed with their seals and now to the Court here shewn and there and then delivered the same to the said Plff whereby the said Reed and Sanders together with the said Scott. acknowledged themselves to be bound unto the sd State of Ohio in the sum of five hundred dollars to be paid to the said Plff or assigns. which sd writing Obligatory was and is subject to a certain Condition thereunder written whereby it is provided that whereas the said John Scott have been duly elected and on the 19th day of September AD 1836. Commissioned as a Justice of the peace within and for the Township of Jackson in said County of Union and that if the said John Scott should well and truly pay over according to law all moneys which might come into his hands by virtue of his said

commission that then the aforesaid writing Obligatory should be void otherwise in full force and virtue. And also for that Plaintiff hereto for set on the 7th day of March 1838. And after the said John Scott have been commissioned and duly qualified and was then and there acting as a Justice of the peace within and for said Township of Jackson in the County of Union and State of Ohio aforesaid. The said Rees Darlington by his agent left with said Scott for Collection Two notes of hand both payable to Pl Darlington. One on Michael Vanbuskirk for the sum of $36,53. dated September 22d 1837. and one on John Cheny and J B Davis due January 13th 1838. with Interest one Year for $25,76 and took the said John Scotts receipt for the same as Justice of the Peace of Pl Township which Pl Receipt is now to the Court here shown And the Pl Plaintiff avers that the said Scott as Justice of the Peace of the Township aforesaid rendered a Judgment on each of the aforesaid notes in favor of Pl Darlington and against the Obligors therein named for the amount of the said Notes together with the interest & costs thereon and recorded the same in his the Pl Scotts Docket as Justice of the Peace as aforesaid which Docket together with the Pl commission of the Pl Scott as aforesaid the Pl Plff is unable to produce in Court by reason that the same are in the hands of Pl Scott who has gone to parts unknown and has taken them Pl Docket & commission with him And afterwards to wit on the 8th day of August 1838. the said John Scott as Justice

of the Peace as aforesaid Collected the amounts of the said Judgments rendered by him on the said Notes as aforesaid with the Interest and Cost thereon in Cash from the Obligors therein named Yet the said John Scott though particularly thereto requested by the said Defendant and by his atty at the office of him the said Scott in said Jackson Township on the 30th day of October 1839. and at Divers Other times has not paid the above named several sums of money so Collected by him as Justice of the Peace as aforesaid nor either thereof thereon nor any part thereof But hath hitherto Neglected and refused so to do Whereby the sd Writing Obligatory became forfeited to the sd Pltff for the use of any person who had or might have sustained Damages by reason of the nonperformance of the Conditions thereof. And thereby an action hath accrued to the said Pltff to demand and have of the said Defts the sd sum of five hundred dollars the same named in said writing Obligatory Yet the said Defts - Nor the sd John Scott though often requested have not as Yet paid the sd sum of five hundred dollars named in sd writing Obligatory nor any part thereof to sd Pltff but to do so have wholly Neglected and refused

And also for that whereas heretofore to wit on the 19th day of September 1836 at the County of Monroe aforesaid the said John Scott was duly commissioned a Justice of the Peace

of Jackson Township in the County of
Union aforesaid. And afterwards to wit
On the 14th day of November AD 1836. the said
John Scott. together with said Jacob Rice
and Samuel Sanders as his securities
under their hands and seals Entered
into a Bond to the said State of Ohio
in the sum of five hundred dollars con-
ditioned that the said John Scott should
well and truly pay over according to Law
all moneys which might come into his
hands by virtue of this said Commission
which Bond is to the Tenor and Effect
following To wit " Know all men by these
presents that we John Scott Jacob Rice
and Samuel Sanders of the County in
the State of Ohio are held and firmly
bound unto sd State. in the Penal
sum of five hundred dollars to the pay
ment of which well and truly to be
made we Jointly and severally bind
ourselves our heirs Executors and
administrators firmly by these presents
sealed with our seals and dated this
14th day of November AD 1836. The con-
dition of the above Obligation is such
that whereas the above bound John Scott
has been duly Elected and on the 19th
day of September AD 1836. Commissioned
as a Justice of the Peace within and for
the Township of Jackson in sd County
of Union State of the sd John Scott should
well and truly pay over according to Law

all monies which may come into his hands by virtue of his said commission then this Obligation shall be void Otherwise to remain in full force and virtue

John Scott Esq
Jacob Reed Esq
Samuel Sanders Esq

And afterwards To wit on the 7th day of March 1838. one while said Scott was acting as Justice of the Peace of sd Township of Jackson the said Rees Darlington left with said Scott for collection Two due Bills both due to sd Darlington one on Michael Vanderwerkin for the sum of $30,52. dated September 22d 1837. and one on John Ching and J B. Davis due January 13th 1838. with Interest for $28.76. And then and there took sd Scotts writ for the same as Justice of the Peace as aforesaid. And the sd Scott as Justice of the Peace as aforesaid afterwards rendered Judgment against the Obligors in said due Bills named for the amount of the same together with Interest and Costs and afterwards as Justice of the Peace as aforesaid Collected the same together with interest and Costs in Cash from the makers of said due Bills Get the said Scott though particularly thereto requested at his Office in sd Jackson Township by the said Darlington on the first day of November 1839. and at divers other times has not paid to the sd Darlington nor to any other person on his behalf the above

named several sums of money so by him collected as aforesaid or any part thereof but to do so has utterly neglected and refused so to wit at the County aforesaid whereby the said Bond became forfeited to the said Pltff for the use of any person who might sustain damages by reason of the non performance of the Conditions thereof And the said defts then and there in Consideration of the premises became bound to pay the amount thereof to the said Pltff according to the Penal sum & effect thereof. Yet they have disregarded their said Obligations & have not paid the amount of said bond so to wit the sum of five hundred dollars nor any part thereof

And also for that whereas heretofore so to wit on the 7th day of March 1836 at the County of Union aforesaid and after the said Scott had given Bond to the State of Ohio in the sum of five hundred dollars with the said Reed and Sanders as his securities conditioned as aforesaid and while the said Scott was acting as Justice of the Peace of the sd Township of Jackson in the County of Union aforesaid the said Rees Darlington left with said Scott for collection two notes of hand payable to said Darlington one on Michael Vandenshilts for $30,52. dated September 22d 1837. & one on John Cherry and J B Davis

Due January 13th 1838 with interest for $28.76.
and the said John Scott afterwards and
while he was acting as Justice of the
Peace as aforesaid Collected the amount
thereof from the obligors in said notes
named as Justice of the Peace as aforesaid
and applied the same to his own use
and though often requested has constantly
refused up to the time of the commence
ment of this suit and still does refuse
to account for and pay over the same or
any part thereof to the said Pltfs Darlington
as by the Conditions of sd Bond he was
bound to do. Whereby the said Bond became
forfeited and the said debts became
barred, together with sd Scott the pay the amount thereof to the said
Pltff according to the Form and Effect thereof
Yet they have disregarded their said Obli-
gations and have not paid (Neither they nor sd
Scott) the said sum of five hundred dollars
in the said Bond named nor any part
thereof to the said Pltff

And also for that whereas
heretofore to wit on the 14th day of November
1836 at the County of Union aforesaid the
the said John Scott together with said Jacob
Pence and Samuel Sanders as his securities made
their bonds & seals: Entered into a Bond to the sd
State of Ohio in the sum of five hundred dollars
Conditioned that the sd John Scott should well
and truly pay over according to Law all
Moneys which might come into his hands as
Justice of the Peace of Jackson Township in
the County of Union aforesaid which Bond is in

Instrument not forth in the sequence Cannot a
this declaration and is in Substance & Effect as follows
Be it know all men by these presents
that we John Scott Jacob Reed and Samuel
Sanders of the County of Union in the State
of Ohio are held and firmly bound unto
the State of Ohio in the penal sum of five
hundred dollars to the payment of which well
and truly to be made we jointly and severally
bind ourselves our heirs Executors &
Administrators firmly by these presents
sealed with our seals and dated this 14th
day of November AD 1836. The conditions of
the above obligation are such that whereas the
above bound John Scott has been duly elected
and on the 19th day of September AD 1836. Commissioned as a Justice of the Peace within &
for the Township of Jackson in sd County of
Union Now if the said John Scott shall
well and truly pay over according to Law
all monies which may come into his hands
by virtue of his sd Commission then this
Obligation shall be void Otherwise to remain
in full force and virtue

John Scott (Seal)
Jacob Reed (Seal)
Samuel Sanders (Seal)

And afterwards to wit on the 7th day of March
1838. and while the sd Scott was acting as
Justice of the Peace of sd Township of Jackson
as aforesaid the said Mrs Darlington left
with said Scott for Collection two due
Bills both payable to sd Darlington one on
Michael Vanlenskirk for $30.52. dated
September 22d 1837. and one on John Lohry

and J B Davis due January 13th 1838. with Interest for $28.76. and the said Scott as Justice of the Peace as aforesaid afterwards collected the same together with the interest in Cash. Yet the sd Scott though particularly thereto requested by the sd Darlington at his the sd Scotts office in Jackson Township aforesaid. on the 30th day of October 1839. and at divers other times by the sd Darlington and his Atty at the same place has not paid to the said Darlington nor to any other person on his behalf the above named sums of money so collected by him as Justice of the Peace as aforesaid nor any part thereof But to do so has wholly neglected and refused and does still neglect and refuse Contrary to the [redacted] of Union County aforesaid whereby the said Bond became forfeited to the sd Plff for the use of any person or persons who might have sustained Damages by reason of the non performance of the Conditions And the sd defts then & there in Consideration of the premises became bound to pay the amount of sd Bond to the Plff according to the form & effect thereof Yet they have disregarded their said Obligations and have [redacted] paid the amount of sd Bond nor any part thereof to the sd Plff as by the Conditions thereof they were bound to do. To Plffs Damage the sum of $300.00 and therefore Plff sues &c.

Coffman & Shane
Attys for Plff

John B. Daniel
vs
John Chinn
note
$98.76
13th Jany 1837
1 year

Judgement is rendered on the within
for the sum of $30 76 cent
on the 10 march 1838
Before me John Scott J.P.

Twelve Months after date we or either of us promise to pay R. Harlinton or order Twenty Eight dollars and Seventy six cents with Interest Value received. Witness our hand, and seals this 18th day of January 1837.

$28.76
Interest 1.93

John B. Jones (Seal)
John Cherry (Seal)

Union Com Pleas

Jacob Reed et al
adst. Rea
Reese Darlington

Filed July 30. 1841
James H. Lewellen

Jacob Reed and
Samuel Sanders
adm
Reece Darlington

Minor Com Pleas
in Debt

And the said defendants come and defend &c and say that they do not owe the said several sums of money above demanded or any part thereof in manner and form as the said Plaintiff hath complained against them and of this they put themselves upon the Country and the said pltff doth the like

By W B Lawrence
their atty

The plaintiff will take notice that defts on the trial of the above cause will insist and prove that the said John Scott in pleaded &c paid over to the plaintiff and his agent all and singular the moneys which came to said Scott's hands on said Judgments in the declaration mentioned long before the commencement of this suit and that the same are settled long since between the parties so far as any thing was due plaintiff By W B Lawrence atty

Judgement is rendered on the within
for the sum of $31 43 on the 3 April
A.D. 1838 Before me John L Scott
JP

Michael Van Buskirk
vs
Ann Price
Sept. 22nd 1833
No. 52

Am R. Harlinton or order thirty dollars and fifty two cents. Value recd. Witness my hand & seal

Sept 22d. 1834

$30.52/100

Attest

C. A. Carr

his
Michael x Dan Burkett (Seal)
mark

3052
91
3145

Wiley

Thomas

B. Cook

Vomity Ohio

B. ll. [illegible]

Linsley

Bancroft

John D

Ohio

Ohio

Ohio

Clarks Ohio

Bradford Wood & James T. Wells Administrators
of Isaac White dec'd. having filed their first account as
on motion they are allowed the further time
year to settle said Estate

John Cassel
Jas. A. Brown

Union Common Pleas

State of Ohio for the use
of Reed Darlington

vs

Jacob Reed &
Samuel Sanders

Debt	$39.56
Costs	14.76
Increase	5.51
Writ	.41

Rec^d this writ Aug 10.
1843. Advertised prop-
-erty & offered for sale
Oct 16. 1843. Not sold
for want of bidders

W M Steele Sheff

Filed Oct 19. 1843
Urban Capitt Clk

Serv	35
Mil	100
Bond	.50
Advty	25
	2.10
Sheff	1.00
Pr.	
Total	3.10

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 Jacob Reed and Samuel Sanders - to wit: twenty head of large Hogs. 5 head of yearling Calves & 2 two year old Calves

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 State of Ohio for the use of Rees Darlington the sum of thirty nine dollars and fifty six cents debt and $14.76 costs

with interest thereon from the first day of September A. D. 1842 until paid, Also, $ 5.51. increase of costs, which late in our said Court the said Plaintiff recovered against the said Jacob Reed and Samuel Sanders

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

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this Seventh day of August A. D. 1843.

John Cassil Clerk.

Union Common Pleas

State of Ohio for the use of Reese Darlington

vs

Jacob Reed and Same Sanders

Debt —	$ 39,56
Cost —	14 76
increase	3 01
Writ — —	41

Sale June 27. 1843.

Advertised property to be sold June 27th 1843. — Not sold for want of bidders —

W. W. Steele Shff

Serv	35
Mile —	.90
Adv'tg	1,25
	2,50

Fees June 29th 1843
John Caplinger Clk

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

We command you to expose to sale those goods and chattels of Jacob Reed and Samuel Sanders, to wit; twenty head large Hogs, 5 head of yearling calves & 2 two year old calves

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 state of Ohio for the use of Reese Darlington the sum of thirty nine dollars and fifty six cents debt and $14.76 costs

with interest thereon from the first day of September A. D. 1842 until paid, Also, $ 3.00 increase of costs, which late in our said Court the said Pltff — Jacob Reed & Samuel Sanders 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 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 Pltff also the accruing costs

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 June A. D. 1843.

John Cassil Clerk.

29th June 1 o'clock J. Reed's Sale

State of Ohio, for use of
R. Darlington
vs.
Jacob Ress et al.

Serv — .35
Mile — 1.00
Advtg — 1.25
2.60

Filed Nov. 8, 1842.
John Cassil, Clerk
pro tem

Levied Oct. 19. 1842 upon 20 head large Hogs, 3 head of yearling Calves & 2 two year old Calves Advertised for Sale on the 7th day of Nov 1842 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 first day of September A. D., 1842. The State of Ohio for the use of Rees Darlington

recovered against Jacob Reed and Samuel Sanders impleaded with John Scott

as well the sum of five hundred dollars ~~and~~ debt ~~cents for~~ ~~damages~~, as the sum of $ 14.76 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Jacob Reed and Samuel Sanders you cause to be made the sum of thirty nine dollars and fifty six cents. ~~you cause to be made the damages and~~ cost aforesaid with interest thereon from the first day of September A. D., 1842. until paid. Also, the sum of $ 0.35 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 State of Ohio for the use of Rees Darlington

Hereof fail not, at your peril, and have then there this writ. John Casil Clerk pro tem

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

Attest:

John Casil CLERK.

Pro tem

Rec^d May 3^d 1844 Advertised, and offered the property for sale on the 2^d day of June 1844. but No bids Made for want of bidders — A. M. Black Sheriff

2

Union Com^n Pleas —9—

The State of Ohio for the use of Rees Darlington

vs

Jacob Reed & Samuel Anderson

Debt $39.56
Costs 14.76
Increase 10.88
This writ 4.1

Credit
Feb 27. 1844 Cash $25.00
for costs 27.81
52.81

Made July 1st 1844
Fifteen dollars
$15.

Sen	35
Mile	1.00
Adv	25
Bond	.50
Bond	30
	2.40
Pb. fee	1.00

Filed July 2^d 1844
John Gamil 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 Jacob Reed & Samuel Sanders, to wit: twenty head of large hogs, 5 head of yearling calves & 2 two year old Calves

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 State of Ohio for the use of Rees Darlington

the sum of thirty nine

dollars and fifty six — — — cents, for his Debt

~~damages,~~ together with $ 14.76/100 —— for his costs, with interest thereon from the 1st day of September A. D. 1842 until paid, which late in our said Court the said Plaintiffs

recovered against the said Jacob Reed & Samuel Sanders

as of record is manifest. Also, $ 10 24/100 —————— 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 The State of Ohio for the use of Rees Darlington

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 third day of May A. D. 1844.

John Cassil CLERK.

Ex. Docket No. 2. page 9

State of Ohio for the use of Reuben Darlington

vs

Jacob Reid & Samuel Landers &c

Debt —	$39.56
Cost —	14,76
mensa —	9,43
	$63,75
Writ	41

Made Febr 27. 1844 from Jacob Reid $25..00 Cash
also for costs. 27..81
52.81

W. W Steele Shff

Serv	35
Mile	05
	40
Pound	1.84
	1.24

Filed April 17. 1844
John Cafril Clerk

9.43
41
40
10 24

6497
5281
$1216

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 jacob Reed & Samuel Sanders, to wit; twenty head of large hogs, 5 head of yearling calves & 2 two year old calves

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 state of Ohio for the use of Reese Darlington the sum of thirty nine — dollars and fifty six cents, ~~for damages~~ Debt, together with $ 14,76 for his costs, with interest thereon from the 1st day of September A. D. 1842 until paid, which late in our said Court the said plaintiff recovered against the said Jacob Reed & Samuel Sanders as of record is manifest. Also, $ 9,43 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 here by 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 22d day of January A. D. 1844

John Cassil Clerk.

Union Com Pleas
The State of Phia for
the use of Rees Darlington
vs
Jacob Reed
et al

Precipe

Filed aug 8. 1843
John Cassil
Pltff

The State of Ohio for the use of Reis Darlington vs Jacob Reed et al

Judgt In Union Com. Pleas at Aug. Term AD 1842

The Clerk of said Court will issue an Alias Fieri with a clause authorizing a levy upon other property according to law, in the above case.

August 8th 1843

Godman & Rowe
Attys for Plff

Rowe's precipe
fa execution

Precipe for Ex'n
filed at Aug Term
1842
by Swan & Rowe
Jas. H. Gill
Clerk

The State of Ohio for
the use of Rhes Barlentan } Um in Com Plas
vs
Jacob Reed & Samuel } In Debt.
Sanders

The Clerk of said
Court will issue an Execution on
said Judgment for the amount
found due as soon as the Sum
is due and place it in the
hands of the Sheriff.
August 31st 1842

Godman & Rame
Attys for Plff

Filed June 12 1848
John Cassidy Clk

Ps. Please tell the Clerk to issue an Execution in the case of the State of Ohio for the use of Sanderson as John Scott - Sanders & Others and hand it to Shff Steel with orders to make the money as soon as possible.

G Rance

State for Darlington
vs
Reed & Sanders

Filed May 3d 1844
John Cassil
Clerk

Writ issued May 3, 1844
John Cassil Clerk

Maj M M Steel
Marysville
Ohio

The State of Ohio for the use of Alex Sackinstand

vs

Sanders & Reed

} Union Common Pleas

} The Clerk of said Court will please issue a bond in this case & hand it to the Sheriff. April 27th 1844.

George Rance Pltffs Atty.

Rees Darlington
vs
Jacob Reed &
Saml. Sanders

Union County Com pleas

The Clk will please issue alias venire in the above case

R. Darlington

Augt 31. 1843.

Civil/Domestic Case File

Case No. 1840-CV-0073

Union Com Plas

Jno A Bryan

vs

Jos C Phifer

Mar

Filed Oct 6. 1840

Jas. H. Gee Clk

Cost bill made

Recorded

BG

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

John A. Bryan Plaintiff in this suit complains of Joseph C. Phifer defendant in this suit, of a plea Assumpsit, &c.

For that whereas, the said defendant on the 23d day of August in the year of our Lord one thousand eight hundred and thirty nine at Liberty Township in said Union County 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 the City of Columbus without defalcation the sum of five hundred and twenty five dollars ~~and~~ ~~cents~~, in one year from the date thereof, which period has now elapsed;

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

And whereas, also, the said defendant afterwards, to wit, on the first day of September in the year of our Lord one thousand eight hundred and ~~thirty~~ forty in the county aforesaid, was indebted unto the plaintiff in the further sum of One thousand 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 One thousand 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 One thousand 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 One thousand 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 One thousand 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 the neglect and refuse, to the damage of the plaintiff One thousand dollars, and therefore he brings suit, &c.

Brush & Gilbert
Attys for Plff

Union Com. Pleas

John A. Bryan

vs } precipe

Joseph C. Phifer

Filed August 29. 1840

James H. Gill Clk

Union Com. Pleas

John A. Bryan } Assumpsit -
vs. } Dam. $1000.00
Joseph C. Phifer } Issue a summons returnable next term & endorse, Suit brought upon a promissory note, executed by defendant to Plaintiff or order, for $525 - dated August 23d 1839 & payable one year after date - with interest also for goods sold and delivered, work & labor done, money had and received, lent and advanced paid laid out & expended, and upon an account stated - August 29th - 1840.

Brunt & Gilbert
Attys for Pltff -

James H. Gill Esq
Clerk. U. C. P.

Union Com. Pleas

John A. Bryan

as } Summons

Joseph C. Phifer

Serv 35
Copy 20
Mil 60
$1,15

Filed Oct 6. 1840

Jas. H. Gill Clk

Served by delivering a certified copy to Defendant
H Clark Sheriff

Suit Brot upon a promissory note executed by defendant to Plaintiff or order for $525. Dated August 28th 1839 and payable one year after date with interest also for goods sold and delivered work and labor done money had and received lent and advanced paid laid out and expended and upon an account stated Aug 29. 1840

Brush & Gilmore
attys for Plff

I am good for the costs of this suit

Levi Phelps

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 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

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 28th day of Aug. A.D. 1840

Jas. H. Gill CLERK.

Precipe

Bryan
vs
Shifer

Filed April 16-
1845
John Cassil
Clerk

John A Bryan
vs
~~Samuel Kirk~~
Joseph C Phifer } In Com Pleas

The Clerk will issue a ven di ex with clause in the above case
April 16th 1845
to John Castle
Clerk

B W Allison
Atty for pltff

Civil/Domestic Case File

Case No. 1840-CV-0074

No. 40-CV-74

Union Common Pleas Court.

Benjamin F. Kent
Plaintiff,

AGAINST

Joseph Cummings
Defendant.

NOV , 1841

Dismissed

No Record.

Journal 2 Page 330

Record No. — Page —

Ex. Doc. Page

Union County Pleas

Benjamin F Hunt
vs Praecipe in
Case
Joseph Cummings

Filed Sept 10. 1840
James H. Gill Clk

Ellis & J A Cummin Attys

Union Common Pleas 1840

Benjamin F Hunt
vs
Joseph Cummings

Case Damage $200.00

Upon a Summons returnable next Term
& Endorse "This suit is brought to recover the principal & interest due on a note for $120 given by the Defendant to John Reynolds bearing date 6th Feby 1838 payable on the 6th day of Feby 1840 with Interest from date ~~& copy~~ to the Plaintiff also the principal & interest due on a note for $25.00 given by the Deft to the Plaintiff bearing date 5th April 1838 payable three months after date on which there is a Credit of fifteen dollars"

25 Septr 1840

Gill Clk

M & J & A Carmin Pltffs Attys

Union Com. Pleas

Benjamin F. Hunt

vs } Summons

Joseph Cummings

Serv - 35
Mil - 20
Copy 20
$1,05

Filed Oct 6. 1840

Jas. H. Gill Clk

Costbill made

Served by delivering a certified copy to Defendant

F. Clark Sheriff

"This suit is brought to recover the principal and interest due on a note for $120 given by the defendant to John Ensole bearing date the 6th of Feby. 1838 payable on the 6th day of Feby 1840 with interest from date & assigned to the plaintiff also the principal and interest due on a note for $23.00 given by the deft to the plaintiff bearing date 5th April 1838 payable three months after date on which there is a credit of fifteen dollars"

M. B. & J. A. Corwin Pltff's Atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Joseph Cummings

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

Benjamin F Hunt

in a plea of the case Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 10th day of Sept A.D. 1840

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0075

No. 40-CV-75

Union Common Pleas Court.

John D Irwin
Plaintiff,

AGAINST

Rawson Clark
Defendant.

APR TERM. 1841

Settled.

Journal 2 Page 298

Record No. No Record. Page

Ex. Doc. Page

Union Com. Pleas

John D. Irwin

vs } pauper

Ransom Clark and

Henry Hezarter

Filed Sept 23. 1840

James H. Gill Clk

John D Irwin

vs

Ransom Clark } In Replevin
Henry Kizartie } Damages $100.00
One Bay Horse.

State of Ohio Union County ss.
John D Irwin being duly sworn deposeth and saith that he hath good right ~~and lawful~~ authority to the possession of the goods & chattels described in the above Recipe and that they are wrongfully detained by the defendants and that said goods and chattles were not ~~obtained~~ 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 ~~any~~ virtue of any writ of replevin or any other mesne or final process whatever issued against the said plaintiff.

John D Irwin

Subscribed & sworn
this 23 day of Sept AD 1840
Before me Geo W Cherry
Notary Public
Union Co Ohio

Sworn to and subscribed before me
this 23d day of Sept 1840
Jas. H. Gillette

Union Com. Pleas

John D. Lewis
vs } writ of Repl.
Ransom Clark &
Henry Negatter

Filed Oct 6. 1840
Jas H. Lee Clerk

Pltf. and proceeded to ~~appraise~~ appraise said property, and delivered the same to Pltff upon his giving security according to Law.

Suggestion	100
Appraising Fees	150
Bond.	50
	300

C. J. Ward Coroner

The State of Ohio Union County SS.
To the Coroner of said County Greeting
We command you that without delay you cause to be replevied unto John D. Irwin the goods and chattels to wit one Bay Horse which Ransom Clark and Henry Kezartee wrongfully detain from the said John D. Irwin as is said and also that you summon the said Ransom Clark and Henry Kezartee to appear at the next Term of our Court of Common to be held within and for the said County of Union to answer unto the said John D. Irwin for the unlawful detention of the goods and chattels aforesaid Damages $100. dollars and and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 23d day of September A.D. 1840

James H. Gill Clerk

John D Irwin

vs

R Clark et al

Declaration

Filed Jany 28. 1841

Jas H Lee Clk

Cos Bierman

Hall for Plff

John D Irwin

vs

Ransom Clark &
Henry Rezantee

In Replevin Union Comm
Plea to wit Jan 1840

John D Irwin complains of Ransom Clark & Henry Rezantee in a Plea of Replevin for that whereas the said Defendants on the 23d day of Sept 1840 at Marysville were possessed of certain goods & chattels of the said Plaintiff (viz) one Bay Horse to be delivered to the said Plaintiff when the said Defts thereunto afterwards requested yet the said Defendants though requested so to do have not delivered the said goods & chattels or any part thereof to the said Plff and to the said defendants wrongfully detain the same from the said Plff. To his damage one hundred dollars. & so he sues

A Hall Atty
for Plff

We the undersigned Being Duly sworn according To Law have viewed and Appraised a Certain horse Taken with a writ of Replevy as the property of John D. Irwin and we do Appraise Said horse at Forty five Dollars

Marysville Septr 23rd 1840

Wm H Frank
L. C. Alexander
Adam Wolfson

M

Civil/Domestic Case File
Case No. 1840-CV-0076

No. 40-CV-76

Union Common Pleas Court.

Pomroy Wilson & Butler
Plaintiff,

AGAINST

A Hall et al
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$94 88

Recorded &
Indexed,

Journal 2 Page 306
Record No. 3 Page 477
Ex. Doc. 1 Page 26-2

Pomeroy, Wilson & Butler.

vs. } Pen. for Sum.

Hall, Fulton & Harmon.

Filed Sept 25. 1840

Jas. H. Gill Clk

~~any other due to~~
~~the Bar from Delaware~~
~~County or~~
~~Clerk of Union~~
~~Com. Pls.~~

Delano.

George Pomeroy, Lewis C. Wilson &
Elias Butler partners under the
name & style of Pomeroy, Wilson
& Butler.

vs.

Augustus Hall,
John S. Fulton &
Chester Farnum.

Debt.

Debt.	$317.34
Damages.	50.00

Upon a Summons returnable at next Term & endorsed "Suit brought on note under seal given by defts. to pltffs. for $317.34 dated July 8th 1839, due ninety days after date; with a credit thereon as of May 10. 1840. of $200.00. Also for goods sold & delivered, and on the other common count.

Cushman & Osborne attys. for pltffs.
& Security for costs.

Union Com. Pleas

Pomroy Wilson & Butler

vs } Summons

Hall Fulton & Samuel

Serv 75
copies 60
Mil — 15
$1,50

Filed Oct 6. 1840
Jas. H. Gill Clk

Serv'd by delivering a certified copy to each Defendant R Clark Sheriff

"Suit brot on note under seal given by defts to pltffs for $317.34 dated July 8th 1839 due ninety days after date with a credit thereon as of May 10. 1840 of $200.00 — Also for goods sold and delivered and on the other Common counts"

Columbus Delano att. for pltffs & Security for costs

1-

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Augustus Hall John S. Fulton and Chester Tamum

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 George Pomeroy Lewis O. Wilson & Elias Butler Partners under the name and style of Pomeroy Wilson & Butler

in a plea of Debt $317.34 Damages Fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 25th day of Sept A.D. 1840

James H Gill CLERK.

Pomeroy, Wilson & Butler.

vs. } Declaration.

Augustus Hall,
John S. Fulton &
Chester Farnum.

Filed Oct 8. 1840
Jas. W. Gill Clerk
Costs in made
Recorded

Defau c.

Union County ss:

Court of Common Pleas, October Term 1840.

George Pomeroy, Lewis C. Wilson & Elias Butler, partners under the name & style of Pomeroy, Wilson & Butler, complain of Augustus Hall, John S. Fulton & Chester Farnum, in a plea of Debt, for that whereas the said defendants on the 8th day of July 1839. at the County aforesaid, 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 three hundred and seventeen dollars and thirty four cents in ninety days after the date thereof; which period has now elapsed: Yet the said defts have not paid the said sum of money, nor any part thereof. &c

also for that whereas the said defts. on the 15th day of November A.D. 1839. at the County aforesaid were indebted to the said defts in three hundred dollars for money then and there paid by the pltffs. for the use of the defts. at their request: and in three hundred dollars for money then and there received by the defts. for the use of the pltffs.; and in three hundred dollars for money found to be due from the defts. to the pltffs. on an account then and there stated between them: Yet the said defts. 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 fifty dollars, & therefore they bring suit &c

Columbus Delano.

Atty. for pltffs.

May 10. 1840. Rec'd two hundred dollars on the within.—

Sep. 2. 1840.— Rec'd thirty nine dollars on the within.—

Silas G. Strong

Mf 94:8c

$317.34.

Ninety days after date, for value received, we or either of us promise to pay Pomeroy, Wilson & Butler or order three hundred and seventeen dollars, and thirty four cents.— Witness our hands and seals this 8th day of July A. D. 1839.—

Augustus Hall (L.S.)
John S. Grattan (L.S.)
Chester Farnum (L.S.)

Ex Docket 101 Page 137

Tommy Wilson & Bates

v

A. Hall J. J. Fulton & C. Freeman

Debt	$11.68
Damages	3.20
Cost	.41

Rec July 2. 1842 $6.00

Ex Page 12th 1841 $65.00

Made Aug 30. 1842 in full W B Steele Shff

Amt due Aug 14. 1842
$27.40

Filed Aug. 31, 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 14th day of April A. D., 1841 George Pomeroy Lewis C. Wilson & Elias Butler under firm of Pomeroy Wilson & Butler

recovered against A. Hall John S. Fulton and Chester Fannin

as well the sum of ninety one & 68/100 Dollars Debt and ~~[illegible]~~ Three dollars and twenty cents, for three damages, as the sum of $ for costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said A. Hall John S. Fulton and Chester Fannin

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 $0-10 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

ereof 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-0077

No. 40-CV-77

Union Common Pleas Court.

Stephen L Miller et al
Plaintiff,

AGAINST

J R Burson
Defendant.

NOV 1841

Decree for Plaintiff

Journal 2 Page 328

Record No. 3 Page 521

Ex. Doc. 1 Page 246

S. L. Miller dec'd
Assignees &c
vs
John H. Brown
Praecipe

Filed Nov 10. 1846
John Crafil Clk

S. L. Miller by
Wm Wiley Admr } Judgt before J Hord Esq April 9. 1839 $20.19
vs
John P Benson } Fieri facias with a clause in the above
case to levy on Personal property

Nov 10. 1846

Wm. Wiley
Admr of S. L. Miller

To John Cabil Clerk

~~Wm Wiley~~

The State of Ohio Union Co. Liberty
Township ss
I do hereby certify that the within is a full
and true copy from my Docket of the proceedi
=ings had by and before me in the within cause
James Herd J.P.
of the aforesaid township

S. L. Miller &
S. McFarin
vs
L. R. Burson
Transcript
Filed Sept 29. 1860
Jonathan Lee Clk
Costs made
Received

Stephen L Miller
assignee of
Stephen McLain
vs
John R Burson

Debt	$20,19
plaintiffs costs	
Judgment	12½
Defendants cost	
Satisfaction	10
Bail	25
Sfa	25
Cont fees	15
Transcript	31¼
	1.18 ¾
on Ex	15
	1.33 ¾

April 9th 1839
Suit brought on a note of $20.00 Dee one day after date dated Feb 13th 1839 and signed by Defendant who without process appeared and confessed Judgment on the aforesaid note It is therefore considered by me that the plaintiff Recover of the Defendant the sum of twenty Dollars nineteen cents and his costs herein taxed at twelve & a half cents
In the action of Stephen Miller assignee of Stephen McLain against John R Burson I John Anderson do acknowledge Myself bail for John R Buson for stay of execution in the sum of twenty Dollars sixty seven cents to be levied of my goods and chattels lands and tenements if Default be made in the condition following which is that the said John R Burson shall pay the amount of the Judgment Rendered in the action aforesaid together with the interest and costs & the costs that may accrue
Signed - John Anderson
Taken signed and acknowledged this 16th day of April AD 1839 - I. Nerd JP
Nov 22nd 1839 fifa Issued to Const Boyshan for $20,19 and costs Dec 22nd 1839 fifa Returned endorsed - No property found whereon to levy this 22nd day of Decr 1839 fees 15 cts J Boyshan const
June 13th 1843 It is suggested to me that the said Defendant is possessed of lands liable to levy and sale on execution

Union Com. Pleas

Stephen L. Miller Assignee

" " } Sci. Fac.

vs

John R. Benson

Served by delivering to John R Benson a Copy — Wm Stark Shiff

Service —	35
Mileage —	65
Copy —	25
	1,25

Filed April 13. 1841

Sa'l W Jewett

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Stephen L. Miller assignee of Stephen McLane on the ninth day of April 1839 recovered against John R. Burson a Judgment before James Hood a justice of the peace in and for said County of Union, for the sum of Twenty Dollars and nineteen cents debt and and the sum of 82½ costs. upon which said Judgment Execution issued by the said James Hood Esq and returned No property found whereon to levy and it having been suggested to the said James Hood that the said John R. Burson is possessed of lands and tenements as appears from a Transcript of the said Judgment and proceedings filed in our Court of Common Pleas within and for said County of Union We therefore command you that you make known to the said John R. Burson to appear before our said Court of Common Pleas on the first day of their next Term to show cause if any thereby why execution should not issue against his lands and tenements to satisfy said Judgment and further to do and receive whatsoever our 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 in Marysville this 7th day of April 1841

James H. Gee Clk

Ex. Docket page 246
Stephen L. Miller v.
vs
John A. Burson

Debt	$20.11
L. S. Costs	1.33½
Court cost	8.87
Increase	4.56
Int.	4.1

Filed May 4, 1849
Wm. Cogswell Clerk

Recorded

In obedience to the within command I had the within described Real Estate appraised on the 25th day of March A.D. 1847 by the oaths of E Hammond, John Raymond and B. Bennet at three dollars per acre, 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 May A.D. 1847 between the legal hours of ten O'clock A. M. and four O'clock P. M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court house in Marysville in said County No sale for want of bidders

Fees. inquest $1.00
mileage .60
advertising .25
service .35
Printers fee 2.25
Appraisers 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 John R. Burson to wit; twenty acres of land more or less parts of surveys No. 5778-5806 & 6495 contained in the following Boundaries- Begining at the N. W. corner of an hundred acre lot sold by M. J. Gilbert to John Burson of which this is a part, thence S. 83 E. 115 poles to a stake in the line of lot No. 6 thence S. 7 W. 27 poles & 21 links to a stake in the last line of said J. Bursons land. thence N. 83 W. 115 poles to a stake in the west line of said Bursons land thence N. 7 E. 27 poles & 21 links to the begining - & ~~Has~~ the same 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 Stephen L. Miller assignee &c the sum of twenty dollars and nineteen cents, for his ~~damages~~ Debt together with $ 10,22 for his costs, with interest thereon from the third day of November A. D. 1841 until paid; which late in our said Court the said Stephen L. Miller &c recovered against the said John R. Burson as of record is manifest. Also $ 4,56 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 Stephen L Miller

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 November A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File

Case No. 1840-CV-0078

No. 40-CV-78

Union Common Pleas Court.

John Coolege
Plaintiff,

AGAINST

James McDonald
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$7 00

Journal 2 Page 276

Record No. 3 Page 443

Ex. Doc. 1 Page 211

John Coolage
vs. Dec.
James McDonald

Filed Sept 29. 1840
James H. Gilbert
cost bill made

Damages $ 19.18 3/4
1 1 18
8

State of Ohio
Union County } ss Union Common Pleas, Oct.r Term, 1840

John Coolage applying Creditor under the attachment of Samuel Foley Complains of James McDonald in a plea of Assumpsit, for that whereas the said James McDonald on the Seventh day of September 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 delivered the same to the said John Coolage and thereby promised to pay to the said John Coolage or bearer the sum of Sixteen dollars and sixty five cents, on the day of the date thereof; which period has now elapsed; and the said James McDonald then and there, in Consideration of the premises promised to pay the amount of the said note to the said John Coolage, according to the tenor and effect thereof. Yet the said James McDonald hath disregarded his promise, and hath not paid the said sum of money, nor any part thereof; to the damage of the said John Coolage forty dollars, and therefore he brings his suit, &c.

By Wm. C. Lawrence, his Atty.

8 1 11
9 39
48
8 31
96

September 16
Paid on the
with in
note 8.31¼

Recieved on the within
two Dollars and thirty
Nine & Cents

Dear John Coolage or bearer the sum
of sixteen Dollars & sixty five cents for
value received the half to be paid in
saddlery and the other half in cash
Milford Sept 1. 1857 James McDonald

Sat.
25-3

Civil/Domestic Case File

Case No. 1840-CV-0079

No. 40-CV-79

Union Common Pleas Court.

Geist & Mills

Plaintiff,

AGAINST

James McDonald

Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT

$132 64

Journal 2 Page 276

Record No. 3 Page 443

Ex. Doc. 1 Page 211

Gerrard Mills
vs.
James McDonald
Dec.

Filed Sept 29. 1840
James H Eiee Clerk
costbill made

Damages $132.64

State of Ohio }
Union County } ss.

Union Common Pleas, October Term, 1840

Jeremiah Gest and John Mills

partners under the name and firm of Gest and Mills, applying Creditors under the attachment of Samuel Foley, Complain of James McDonald in a plea of assumpsit, for that whereas the said James McDonald, on the twenty eighth day of September in the year of our Lord One Thousand eight hundred and thirty eight, at the County of Union aforesaid, made his promissory note in writing, and delivered the same to the said Jeremiah Gest and John Mills, and thereby promised to pay to the said Jeremiah Gest and John Mills by the said name of their firm of Gest and Mills, the sum of One hundred and eighteen dollars and twenty nine cents, in one day after the date thereof, which period has now elapsed; and the said James McDonald then and there, in Consideration of the premises, promised to pay the amount of the said note to the said Jeremiah Gest and John Mills by the said name of their firm of Gest and Mills, according to the tenor and effect thereof; Yet the said James McDonald hath disregarded his promises, and hath not paid the said sum of money, or any part thereof; to the damage of the said Jeremiah Gest, and John Mills, partners under the name and firm of Gest and Mills, One hundred and thirty dollars, and thereupon they bring their suit, &c.

By William C. Lawrence
their Atty.

Note
Lucy McDonald

Jeremiah Gest and John
Miles
Dayton O

$118.29 Cents

One Day after date I promise to pay Geo T Mills One Hundred Eighteen Dollars & Twenty Nine Cents for Value of them Received This 28th September 1838. ——

James McDonald

I will be Down by 20th next

14,352,52
100

Civil/Domestic Case File

Case No. 1840-CV-0080

No. 40-CV-80

Union Common Pleas Court.

Lathrop Kazor
Plaintiff,

AGAINST

R P Mann
Defendant.

APR TERM, 1841

Settled
Judgment VS Plaintiff

Recorded &
Indexed.

Journal 2 Page 302

Record No. 3 Page 474

Ex. Doc. Page

L S State of Ohio Union County, S.S.

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

Given under my hand and seal this ~~the~~ 6th day of October A.D. 1840

David Burnham (Seal)
Justice of the peace

Union Twp, Plaintiff
Lafayette Hayes Dec
N. Colliphan and Frier
as transcript
R. P. Mann
Filed Oct 6. 1840
Geo. W. Lee Clk

Wm McCollum
Leo Lehman

Lathrop Hazen an infant who sues by his next friend Norman Chapman

vs

Reuben P. Mann

Debt — — —	$43.58½
Justice Costs	64
Const Costs	15
Witness fee	50
Transcript	31

Suit on Account for $74.71
August 3d 1840 Summons issued Returnable on the 7th instant at 8 O'Clock A.M. and the defendant acknowledges service. Same day and indorsed the same on the back of the summons.
August 6th instant Subpoena issued by order of the plaintiff for James Johnson Witness, which was returned by E Topleff Const. in due time indorsed service by reading. Fees 15 Cts.

August 7th 1840 8 O'Clock A.M. the time of trial having arrived the parties appeared trial held James Johnson sworn and examined as witness for plaintiff. And I do find that the defendant owes the plaintiff the sum of Seventy four Dollars Seventy one cents, and that the defendant is entitled to an allowance as offset for the sum of thirty one Dollars twelve½ cents, leaving a balance due the plaintiff of forty three Dollars, fifty eight & ½ Cts. It is therefore considered by me that the plaintiff recover of defendant the sum of forty three Dollars, fifty eight & ½ cents with the costs of suit

In the ~~action of~~ Lathrop an infant who sues by his next friend Norman Chapman against Reuben P. Mann, I, Wilson Reed acknowledge myself bail for the appellant in the sum of Eighty seven Dollars & seventeen to be levied on my goods and chattels, lands and tenements in case the appellant shall be condemned in the action and shall fail to pay the condemnation money and costs that may accrue on my account in the court of common pleas, Wilson Reed

Taken signed and acknowledged on the 15th day of August A. D. 1840 before me David Burnham Justice of the peace

Lathrop Rozer
By &c
vs
R. P. Mann

Declaration

Filed Oct 8. 1840
James H. Gillette
Recorder

order Losing

Pltff ren Pltff

Lathrop Hayes [redacted]
who sues by his next friend
Norman Chipman

vs

Reubin P Mann.

} In Union Comm
Pleas to Oct
Term AD 1840.

This cause comes up
by appeal and thereupon the said Lathrop
Hayes by his next friend Norman Chipman
complains of Reubin
P Mann in a plea of assumpsit
for that whereas the said Reubin P Mann
on the first day of August 1840. was indebted
to the said Lathrop Hayes in the sum of
ninety nine dollars for the price and value
goods then & there bargained & sold by the
Plaintiff to the defendant at his request
and in the sum of ninety nine dollars
for the price & value of work & labour then
& there done & materials for the same provided
by the Plaintiff for the defendant at his request
and in the sum of 99$ for money found to be
due from the defendant to the Plaintiff on
an account then & there stated between
and whereas the defendant afterwards on the said
first day of August 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 and hath not
paid the said several sums of money nor
either of them or any part thereof to the damage
of said Plaintiff 99$ and therefore he brings
suit &c

A. Hale Atty for Plff

R P Mann
ads
Lathrop Razor
Demurrer

Filed April 6. 1841
Thos W. Gillett

Reuben P Mann
adls
Lathrop Rezar who
sues by Norman Chipman
his next friend

Union Com Pleas
for October term 1840

And the said Defendants comes and says that the declaration of plaintiff in this case is not sufficient in Law and the defendant shows to the court the following causes (to wit) of demurrer to the said declaration (to wit) the venue to the actions is not said either ~~either~~ in the margin nor either of the counts of said declaration and the same is otherwise informal uncertain and insufficent in Law

By W C Lawrence his
atty

Civil/Domestic Case File
Case No. 1840-CV-0081

No. 40-CV-81

Union Common Pleas Court.

Lamard Kedder
Plaintiff,

AGAINST

Ruben H Hall et al
Defendant.

APR TERM. 1841

Settled

No Record.
No Record.
No Record.
Recorded & Indexed

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

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

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

Union Com Pleas

Leonard Ridder

vs

Reuben R Hale et al

Leonard W Hale

Filed Oct 6. 1840

Jas. H. Gillette

Larnard Kidder
vs
Reuben R. Hale and
Leonard W. Hale

Union Com Pleas October
1840
Massumpsit
Damages $700.00

Issue Summons returnable forthwith Endorse
"Suit Brot on defendants note of hand given to
~~Defendant~~ Plaintiff on the 28. day of March 1837. and due
the first day of November 1839 with interest from date
also for goods sold and delivered &c"

By W. C. Lawrence his atty

Union Com. Pleas

Lamana Nidder

as } Summons

Reuben R. Hale &

Leonard W. Hale

Serv — 45

Copy — 35

Mil — 40

$1,30

Filed Oct 8th 1840

James H. Gillett Clk

Suit brot on defendants note of hand given to plaintiff on the 28. day of March 1837 and due the first day of November 1837 with interest from date also for goods sold and delivered 40.00 By

W. G. Lawrence his atty

Served by delivering a certified copy of each Defendant

R. C. Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Reuben R. Hale and Leonard W. Hale

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 Lamarce Widder

in a plea of assumpsit Damages Seven hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 6th day of Oct A.D. 1840

James H. Gill CLERK.

Mon Com Pleas

Barnard Kidder
vs } Na
Reuben R Hale et al

Filed Nov. 11. 1840
Jas. H. Gill Clerk

Settled

State of Ohio Union County ss Oct term Court of Com Pleas
in the year 1840

Larnard Kidder complains of Reuben R Hale and Leonard
W Hale in a plea of assumpsit for that whereas the Defendants
on the 28th day of March 1837 at Milford in the County of
Union made their promissory note in writing and delivered the
same to the plaintiff and thereby promised to pay the said Larnard
Kidder or bearer five hundred dollars on or before the
first day of November 1839 with interest from date which
period has now elapsed and the said Defendants then and there
in Consideration of the premises promised to pay the Amount of the
said Note to the plaintiff according to the tenor and effect
thereof yet the said Defendants have disregarded their promis-
es and and have not paid the ~~Amount of the said~~ the said sum
of money nor any part thereof to the damage of the plain-
tiff 700 $. and therefore he brings suit &c

By to Chancee his atty

Civil/Domestic Case File

Case No. 1840-CV-0082

Civil/Domestic Case File

Case No. 1840-CV-0083

No. 40-CV-83

Union Common Pleas Court.

Peter Egon
Plaintiff,

AGAINST

Chester Farmer
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT

$336-38

Recorded &
Indexed,

Journal 2 Page 302

Record No. 3 Page 478

Ex. Doc. Page

Union Com. Pleas

Peter Igou
vs } precipe
Chester Farnum

Filed Oct 6. 1840
Jas. H. Gillette

Issue expenses
Issue expenses for the use
for the use of
Issue expend

Peter Igou
vs
Chester Farnum }

In Union Common
Pleas. To. Oct
Term 1840
In Assumpsit
Damages. 500 $

The Clerk will issue summons returnable forthwith. Endorse suit thus on two notes of hand executed by Deft to Plff on the 30th day of Oct 1839. one for 224 $ due on the first day Feby. 1840. The other for $74.10 due on the first day of June 1840 —

A Hall Atty
for Plff

Igou
Farnum Affidavit
Filed Oct 5 1840
John Ewer
Geo. H. Bolls

Union Com. Pleas

Peter Lyon
vs } summons
Chester Fornum

Ser 35
Copy 16
Ak — 5
56

Filed Oct 7, 1840
James H. Fickle

Suit brot on two notes of hand Executed by Deft to pltff. on the 30. day of Oct 1839 one for 224$ due on the first day Feb. 1840 the other for $74.70 due on the first day of June 1840

A Hall Atty for Pltff

Served by Delivering a certified Copy to Deft
M Clark Shrff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Chester Farmer

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 Peter Igou

in a plea of a Assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 6th day of Oct A.D. 1840

James H. Gill CLERK.

Igoe
v
Fenn

Deed

Filed Oct 7. 1840
Jas H Gaulbh
cost bill made
Recorded

Hace pr
PH

Peter Igou
v.
Chester Farnum

In union Common Pleas 7th Oct Term 1840

Peter Igou complains of Chester Farnum in a plea of a plea of debt for that whereas the said Farnum on the 30th day of October 1839 made his promissory notes in writing and delivered the same to the said Igou and thereby promised to pay the said Igou or bearer the sum of two hundred and twenty four dollars on or before the first day of February AD 1840 and the further sum of seventy four dollars and seventy cents on or before the first day of June 1840 both of which periods have now elapsed and the said Farnum then & there in consideration of the premises promised to pay the amount of said notes to the said Igou according to the tenor & effect of them yet the said Farnum hath disregarded his said promises and hath not paid the said sums of money or either of them or any part thereof to the damage of the said Igou five hundred dollars and therefore he sues &c.

A Hall Atty pl

Pl

Chester Farnum
Note $298.70

$224/

On or before the first day of Feby next I Promis to pay Peter Igou or bearer two hundred and twenty four dallars value recd this 30th Oct A.D. 1839

Chester Hammond

$74.70/ On or before the first day of June next I pramis to pay Peter Igou or bearer seventy four dallars and seventy cents value recd this 30th day of Oct 1839

Chester Hammond

Peter Agnew	file .4 Docket .6 app. 8 con .10 sum. 25 return file .10 =	.63
"	file (Sec.) 6. ~~app. 10~~ verd. 10 Judg. 10	.26
C. Farnum	file .4 Record 1.00 cost bill & Sat 4/p	1.51/p
		$2.40/p

No. 40-cv-83

Union Common Pleas Court.

Wiley & Brown
Plaintiff,

AGAINST

James Ward
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$164 09

Recorded &
Indexed,

Journal	2	Page	307
Record No.	3	Page	467
Ex. Doc.	1	Page	226-

Union Common Pleas

Wm Lyd Beaver Endorsee

vs. } Praecipe in Case

James Ward

Filed Oct 6. 1840

Jas H Gillett

Ck B of Jd Common Pl Atty

Union County Ohio 1840

Joseph Wiley & James Brown
~~Partners under~~ the firm of
Wiley & Brown Endorsees
of Peter Jgo
vs
James Ward

Case Damage $200.00

J Gum a Summons returnable
forthwith & endorse this writ is
brought to recover the principal &
interest due on a promissory note
given by the Defendant to Peter Jgo
for $149.84 Cts bearing date 13th
July 1839 payable on the 1st of Octbr
1839 & by said Jgo endorsed to the
Pltffs

J H Gill Clk

6th Octbr 1839

Ellis & Jos Converse Pltffs
Attys

Union Com. Pleas

Wiley & Brown

vs } Summons

James Ward

Serv — 38

Copy 16

Mil — 50

$1 04

Filed Oct. 8th 1840

James H. Gill Clerk

This suit is Brought to recover the principal and Interest due on a promissory note given by the defendant to Peter Ego for $149.84cts bearing date 13th July 1839 payable on the first of Oct 1839 & by said Ego endorsed to the Plff B. & J. A. Gwin

attys for Plff

Served by delivering a certified Copy to Sept

T. Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James Ward

to appear

forthwith ~~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

Joseph Wiley & James Brown Partners under firm of Wiley & Brown

in a plea of the case Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 6th day of Oct A.D. 1840

James H. Gill CLERK.

Union Common Pleas

Wiley & Brown Sutlers &c

vs

James Ward

Dedimus

Filed Oct 8th 1840
James H. Gillett
costs made

Wiley & Brown Common Pleas

The State of Ohio Union County Court of Common Pleas of the Term of October in the year of our Lord eighteen hundred & forty

Union County ss

Joseph Wiley & James Brown Partners under the firm of Wiley & Brown endorsees of Peter Igo complain of James Ward in a Plea of Assumpsit for that whereas the said James Ward on the thirteenth day of July in the year of our Lord Eighteen hundred & thirty nine at Union County aforesaid made his promissory note in writing & then & there delivered the same to one Peter Igo & thereby promised to pay the said Peter Igo or bearer the sum of one hundred & forty nine dollars & eighty four Cents to be paid on or before the first day of October then next ensuing the date of said promissory note for Value received which period has now elapsed and the said Peter Igo then & there afterwards & until on the ninth day of July A D 1840 & before the payment of the said sum of money in the said note specified or any part thereof endorsed the said note to the said Wiley & Brown whereof the said James Ward then & there had notice & then & there in consideration of the premises promised to pay the amount of the said note to the said Wiley & Brown according to the tenor & effect of said promissory note & of the endorsement so made thereon as aforesaid Yet the said James Ward hath disregarded his promises & hath not paid the said sum of money or any part thereof to the damage of the said Wiley & Brown in the sum of Two hundred dollars & therefore they bring suit &c

Atl B & Jet Cowen Atty for Pltffs

Wellington Brown

Esq. Pacific

for Inspection

Jas. Ward

Wiley V Brown
vs
James Ward

Judgt for Pltff

Issue Execution returnable next Term

24th June 1841

J H Gill Clk

Clk by J A Cannon
Atty for Pltff

Union Com. Pleas

Riley and Brown
vs } No 22
James Ware } Page 93

Damages	$ 164.09
costs	8.36
writ	.41

Recd this writ June 25. 1841 levied upon East third of Lot. No 47. & the whole of No 48. in the Town of Marysville reference being had to the recorded plat of said Town — July 24th 1841 — not sold for want of time Aug W W Steel Shff

Serv — 35
Mile — 5

Filed Aug 18 1841
Sal H. Gee Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 14th day of April A. D., 1841 Joseph Wiley and James Brown partners under the firm of Wiley and Brown endorsees of Peter Igoe

recovered against James Ward

as well the sum of one hundred and sixty four dollars and nine cents, for Thirty damages, as the sum of $ 8.36 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 James Ward

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 Wiley and Brown

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.

Fa: Doc. No. 1 Page 23

Wiley & Brown
vs
James Ward

Damage	$164.07
Costs	8.36
Interest	10.13

Service	50-35
Mileage	5
Advertising	25
	65
Printer fee	3.00
Filed Aug 19. 1845	
Tom Carrol Clk	

advertised

July 18th 1845

Received this writ June 17th 1845 — advertised the within described real estate in the Argus a paper published in the County of Union for sale at the door of the Court House in said County on the 18th day of August A.D. 1845 — between the Legal Hours — August 18th 1845 offered the within described real Estate for sale at the door of the Court House in said County by public out cry and not sold for want of bidders

Wm W 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 James Ward, to wit; on Lot No. 48, and the East third of on Lot No. 47 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 Joseph Wiley & James Brown, partners under the firm of Wiley & Brown the sum of One Hundred & Sixty four dollars and nine cents, for their damages, together with $ 8,36 for their costs, with interest thereon from the 14th day of April A. D. 1841 until paid, which late in our said Court the said Wiley & Brown recovered against the said James Ward as of record is manifest. Also, $ 10,13 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

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

John Cassil CLERK.

Ex docket No 1 page 93

Wiley & Brown

v

James Ward

Damages $164.09
Cost 8.36
Interest 5.81
Writ .35

Recd this writ Nov 17. 1841 advertised for sale on the 25th day of April 1842 ~~H W Steele Shff~~ not sold for want of bidders

H W Steele Shff

Serv .35
Mile 8
Ader 1.75

Filed Apl 25. 1842
Jas. W. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 14th day of April A. D., 1841 Joseph Riley & James Brown partners under firm of Riley & Brown Endorsees of Peter Igou

recovered against James Ware

as well the sum of one hundred and sixty four dollars and nine cents, for their damages, as the sum of $8.36 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of ~~the goods and chattels, and for want thereof, of~~ the lands and tenements of the said Ware to wit - east three of Lot No 47 & the whole of Lot No 48 in Marysville

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 $5.81 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 Riley & Brown

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.

Wiley and Brown

vs } Fi Fa

James Ward

Damages	$164.09
Costs	8.36
Execution	.81
Writ	35

E.1/3 47 & 48 –

~~Levied upon East third of Lots No 47 & [illegible] & All in the Town of Otsego [illegible]~~ Advertised for sale on the 2nd day of Nov 1841 – had it appraised by the Oaths of Rodney Picket S B Johnson & Jacob Brown E.1/3 of 47 at 1000$ – 48 at 200$ Not sold for want of bidders Nov 2 1841

Filed Nov 2, 1841 D S Stebbins Shiff

S.H. Ferebeck

Fees	35
Inquest	1.00
Appraisers	1.50
Advertising	1.75
Mile	5
	4.65

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 Joseph Wiley and James Brown partners under firm of Wiley & Brown Endorsee of Peter Egon

recovered against James Ward

as well the sum of one hundred and fifty four dollars and nine cents, for their damages, as the sum of $8.36 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said James Ward which you have been and not sold as you have entered

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 $0.81 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 Wiley & Brown

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 September A. D., 1841

Attest: James H. Gill CLERK.

Ex. Doc. No. 2 page 165

Wiley & Brown
vs
James Ward

Damages	$164,09
Costs	8,36
Interest	20,39
Writ	41
Service	800-350
Mileage	000-50
Advertising	25,00
Printers fee	2,50
	65

Wm McRobinson
Sheriff

Filed March 26. 1846
John Caldwell Clk
50

Received this writ Nov 14th AD 1845-
Advertised the within described Real Estate for sale on the 21st day of March 1846 between the hours of 10 o'clock A M & 4 o'clock P M at the door of the Court House in Marysville in the Eaglet a paper published and in General Circulation in the County of Union for more than 50 days previous to said 21st day of March 1846
March 21st 1846 - 2 o'clock P M - Offered the above real Estate for sale at the door of the Court House aforesaid by public out cry - and not sold for want of Bidders
Wm McRobinson 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 James Ward, to wit: the east third of Inlot No. 47 and the whole of Inlot No. 48 in the town of Marysville union county Ohio

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy Wiley & Brown the sum of one hundred & sixty four dollars and nine cents, for their damages, together with $ 836 for their costs, with interest thereon from the 14th day of April A. D. 1841 until paid, which late in our said Court the said Wiley & Brown recovered against the said James Ward as of record is manifest. Also, $ 20,39 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 Wiley & Brown

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 Nov A. D. 1845.

John Cassil CLERK.

H. S. Pugh

Ex. Bor. No. 2 page 165

Wiley & Brown
vs
James Ward

Damages —	$164,09
Costs	8 36
Increase	13 20
Writ	41
Service —	$0.35
Mileage —	5
Inquest —	1-00
advertising —	25
Copy of appraisement —	15
	$1,70
Printers fee	300
appraisers fee —	$1-50
	6,20

Filed Oct 27 1845
John Cassil Clk

Received this writ August 19 AD 1845 — in accordance with the Command of the within writ I have had the within described real Estate to wit raised, said real Estate was appraised at Eleven Hundred Dollars — by the oaths of C. Lee, H. Lee & Dr Finney — advertised the above described real Estate for sale in the Carlisle Republican in union County — for sale on the 22nd day of Oct AD 1845 — at the door of the court House in the Town of Marysville between the Legal Hours — Oct 22nd 1845 — during previously advertised as the law directs — Offered the above real Estate for sale at the door of the Court House by public outcry and not sold for want of bidders —

Jno McKinnon Sheriff

Nov 14 1845

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 James Ward, to wit; on lot No. 46 and the East third of on ~~lot~~ No. 47 in the town of Marysville and that you have the same reappraised in pursuance of an order of Court

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 Wiley and James Brown, partners, under the firm of Wiley & Brown the sum of one Hundred & sixty four dollars and nine cents, for their damages, together with $ 8.36 for their costs, with interest thereon from the 14th day of April A. D. 1841 until paid, which late in our said Court the said Wiley & Brown recovered against the said James Ward as of record is manifest. Also, $ 13,28 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 Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 19th day of August A. D. 184[illegible].

John Cassil CLERK.

Ex. Docket P. 225.

Wiley & Brown

v

James Ward.

Claim	164.09
Costs	8.36
Inc.	21.67
Writ	.41

Serving	$0.35
Mileage	5
advertising	25
poundage	2.60
	$2,65

printers fee $1,50

Wm M Robinson
Sheriff

Filed July 28th 1846
John Cassil Clerk

Recorded
advertise.

Received this writ April 28th A D 1846
Advertised the within described Real Estate in the Argus & Democratic Herald published and in general circulation in min County for Sale on the 20th day of June 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 - June 20th having advertised the within described Real Estate for more than 30 days - as the Law requires I offered the Same for Sale by public out cry and sold to Sat Ab 48 to James E. Harnett for one Hundred Dollars & 25 cents he being the highest and best bidder the East Third of Sat Lot No 7 - not Sold for want of bidders

Wm M Robinson S Heriff

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 James Ward. viz East third of Lot No 47, & Lot No 48. 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 Joseph Wiley and James Brown, the sum of One hundred Sixty Four dollars and Nine cents, for their damages, together with $ 8. 36. for their costs, with interest thereon from the 14 day of April A. D. 1841 until paid, which late in our said Court the said Joseph Wiley & James recovered against the said James Ward.

as of record is manifest. Also, $21. 67. 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 Joseph Wiley & James Brown

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 28 day of April A. D. 1846.

John Cassil CLERK.

225/-

Ottley & Brown
18
Ward
Sheriff's Sale
Proof Publication

Filed July 29th 1856
John Cassil Clerk

State of Ohio Union County ss
P Bloole Publisher of
the Argus, a weekly news
paper published and in
general circulation in the
County aforesaid, makes
oath that the notice of
Sheriff Sale hereto attached
viz Wiley and Brown vs James Ward
was published in said paper
from May 13th 1846 to June 20th
1846. consecutively

Sworn to & subscribed in open court this 29 July 1846
affidavit 12.

John Capel, Clerk

SHERIFF SALE.

Wiley & Brown, vs. *James Ward.* } 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 20th day of June, A. D. 1846, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described *Real Estate*, to-wit: the east third of In-Lot No. forty-seven [47,] and In-Lot No. forty-eight [48,] in said town of Marysville. Lot No. 48, appraised at $100; and the third of Lot. No. 47, at $1000.

W. M. Robinson,
Sh'ff. of Union co. O.

May 13 [pr. 2] 15/ *ts

Ex. Docket Page 225

Riley & Brown
vs
James Ward

Damn.	$164,09
Costs	.836
Execcas	29,04
Writ & appraiser	1,41

Ex. July 29-1846 $100,25

File Aug 3 1847
John Harris Clk

Recorded

Received this writ May 21st 1847
I had the within named Real Estate appraised by the oaths of John Johnson Samuel Kepler and James W. Evans at $700.00, I duly 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
	mylect	600
	Appraisers fee	1.50
	copy of Apprais	20
	advertising	25
	Service	35
	Printers fee	175
	Poundage	344

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 James Ward to wit; (34) thirty four feet of the east end of in Lott No. (47) forty seven in the town of Marysville O. (and that you have the same appraised as required by the Court & the Law)

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 Wiley & Brown for &c the sum of one Hundred & sixty four dollars and nine cents, for their damages, together with $ 8 9 6 for their costs, with interest thereon from the 11th day of April A. D. 1841 until paid; which late in our said Court the said Wiley & Brown recovered against the said James Ward as of record is manifest. Also $ 29,04 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 Wiley & Brown for &c

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 21 day of May A. D. 1847.

John Cassil CLERK.

Ex. Docket page 227

Riley & Brown
vs
James Mad

Dam. $164.09
Costs 8.36
Ingrear 26.98
Writ .41

Ex. July 29-1846 $100.25

Filed Nov 5. 1845
Wm Ogle Clerk

Recorded

Received this writ February 19th 1847
In obidience to the within command I duly advertised the within described Real Estate for sale by publication in the argus a news-published and in general circulation in Union County, Ohio for thirty days previous to the day of sale. I afterwards, to wit; on the 25th day of March 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. no bid sale for want of bidders

Fees— advertising .25
mileage 5
Service 35
Printer 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 James Ward

to wit; the east third of in Lott No. 47 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 Wiley & Brown the sum of

one Hundred & sixty four dollars and nine cents,

for Their damages, together with $ 8.36 for costs, with interest thereon from the 14th day of April A. D. 1847 until paid; which late in our said Court the said Wiley & Brown recovered against the said James Ward

as of record is manifest. Also $ 26,98 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 Sheff

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 8th day of Feb A. D. 1847.

John Cassil CLERK.

Filed & issued Aug
19 - 1845
John Cassell Clerk

Joseph Wiley &
James Brown
vs
James Ward

The State of New York Union County
Court of Common Pleas —
Issue an execution in this
Case returnable to the next
Term of this Court with
an order to the Sheriff directing
him to have the Real Estate
levied on or appraised in pursuance of
the order of the Court —

W. W. Ryfe
Atty & Agent of the
Plaintiff —

Saved June 17 1845
J. C. B.

Joseph Wiley &
Jamy Brown
Partners & C
vs
James Ward

I issue an execution in
this Case returnable to
next Term —
May 28th 1845 —
H. W. Tyler
Atty —

Filed Oct 28. 1845
John Carroll Clk

Issued Nov 14th 1845

Joseph Wiley and James Brown vs James Ward

Upon an execution in this Case returnable to the next Term of this Court—

W. P. Hyly
Atty & assignee of Wiley & Brown—

October 28th 1845—

To the Clk of Court of Common Pleas Tenisaw County

Issued May 21st 1847
John Cassil Clerk

Wiley & Brown
vs
James Ward

Issue a Vendi - for the Sale of the real Estate levied on in this case

May 14 1847 P Bleak Atty for Plf

To John Ewell Clerk

Civil/Domestic Case File

Case No. 1840-CV-0084

No. 40-CV-84

Union Common Pleas Court.

Benj. R. Boylan
Plaintiff,

AGAINST

R. P. Mann, et al.
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$559 93

Journal 2 Page 302

Record No. 3 Page 466

Ex. Doc. Page

Union Com. Pleas

Benj Boylan
vs } Ser
R. P. Mann & A. L. Mann

Filed Oct 7. 1840
James H. Gill Clk

Benjamin Boylan
vs
Reuben P Mann & Aaron L Mann late partners in trade by the name of R. P. Mann & A. L. Mann

Hamilton Com Pleas to October Term 1840
Ne assumpsit
damages $800.00

Issue a summons returnable forthwith endorse suit Brot on defendants note of hand given to plaintiff January 13. 1840 for seven hundred and thirty four dollars & 80/100 due on the 13th day of April 1840 and payable at the office of the commercial Bank of Cincinnati by the name of this said firm of R. P. Mann & A. L. Mann also for goods sold and delivered money had and received &c

By W C Lawrence his atty

18603

A P & a Linaw

734, 80

af 13/6

W. B. Boylan

734 80 Cincinnati Jany 13th 1840

On or before the 13 day of April 1840 ~~after date~~ We Promise to pay to the order of Benjamin Boylan Seven hundred & thirty four 80/100 Dollars at the office of the Commercial Bank of Cincinnati, for Value received.

R. P. & A. L. Mann

I acknowledge service of the within writ in my other person
Oct 7. 1840 A L Mann not found Reuben P. Mann
N Clark Sheriff

Suit brot on defts note of hand given to pltff Aug. 13. 1840 for seven hundred and thirty four dollars 80/100 due on the 13th day of April 1840 & payable at the office of the Commercial Bank of Cincinnati by the name of their suit firm of R P. Mann & A L. Mann also for goods sold & delivered money had & received

By N G Pendleton Atty

Union Com Pleas

Benj Boyle
vs
R P & A L Mann & Defdts
Sum 53

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Reuben P. Mann and Azro L. Mann late partners in trade under firm of R. P. Mann & A. L. Mann

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 Benjamin ~~[illegible]~~ Boylan

in a plea of a pennipsit Damages Eight hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 7 day of Oct A.D. 1840

James H. Gill CLERK.

Union Com Pleas

Benj Baylor
vs } Ner
R. P. & A. L. Mann

Filed Nov. 11. 1840

Jas. H. Gill Clerk

costbill made

Recorded

State of Ohio } Union County Court of Common Pleas
Union County } to October Term 1840

Benjamin Boylan Complains of Reuben P. Mann and Azro L. Mann impleaded with the said Azro L. Mann as to whom the Sheriff has returned not found in a plea of assumpsit for that whereas the said Reuben P. and Azro L. Mann were partners in trade under the name of R. P. & A. L. Mann and so being partners the said Reuben P. Mann and Azro L Mann on the 13th day of January 1840 at Cincinnati to wit at the County of Union aforesaid made a certain promissory note in writing and delivered the same to the plaintiff and thereby under the name of the said firm of R. P. & A. L. Mann promised to pay to the ~~said Benjam~~ order of the said Benjamin Boylan seven hundred and thirty four dollars and $\frac{80}{100}$ on or before the 13th day of April 1840 which period has now elapsed. to be paid at the Commercial Bank of Cincinnati and the said Reuben P Mann and Azro L Mann under the name of the said firm of R. P. & A. L. Mann then and there in consideration of the premises promised to pay the amount of the said note to the Benjamin Boylan according to the tenor and effect thereof yet the said Defendants have disregarded their promises and have not paid the said sum of money or any part thereof to the said Benjamin Boylan nor to his order neither at the office of the Commercial Bank of Cincinnati nor elsewhere ~~and~~ to the damage of the plaintiff 800$. and thereupon he brings suit &c

Roy & Lawrence his atty

Civil/Domestic Case File

Case No. 1840-CV-0085

No. 40-CV-85

Union Common Pleas Court.

Nicholas Hartiway
Plaintiff,

AGAINST

Peter Walton et al
Defendant.

APR TERM. 1841

APR TERM. 1841

JUDGMENT VS DEFENDANT
$112.00

Recorded &
Indexed,

Journal 2 Page 302

Record No. 3 Page 466

Ex. Doc. 1 Page 224

Union Com. Pleas

N. Hathaway

vs

Peter Mattox &

Silas G. Strong

Filed Oct 8. 1840

James H. Gillette

Nicholas Hathaway
vs
Peter Matoy &
Silas G. Strong

To Mon Com Pleas October Term
A D 1840
In assumpsit
Damages 200 $.

Issue a Summons returnable forthwith
endorse Suit Brot on Defs. note of hand given to plaintiff
for one hundred dollars on the 12th day of April 1839
and due on demand and on interest. Also for goods
sold and delivered money lent &c By W. B. Lawrence his atty

Mon Com Pleas

Nicholas Hathaway
vs } Ca
Peter Mattox et al

Filed Nov. 11. 1840
James H. Gill Clerk
Cost bill made
Rendered

State of Ohio Union County ss } Oct term 1840 Court of Com Pleas
of Union County

Nicholas Hatherway Complains of Peter Mator and Silas Strong in a plea of assumpsit for that whereas the defendants on the 12th day of April 1839 at the County aforesaid made their promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the said Nicholas Hatherway or order one hundred dollars and interest at the day of the date thereof which period has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof yet they have disregarded their promises and have not paid the said sum of money nor any part thereof

To the damage of the plaintiff 200 $. and therefor he brings suit &c Ly

W. C. Lawrence his atty

Union Com. Pleas

Nicholas Hathaway

vs } Summons

Peter Mattox &
Silas G. Strong

Serve 45
Mil 75
$1,80

Suit brot on defts note of hand given to plaintiff for one hundred dollars on the 12th day of April 1837 and due on demand and on interest also for goods sold and delivered money lent &c By W. C. Lawrence his atty

Served by Delivering a certified Copy & Defendants Claim thereof

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Peter Mattox and Silas G. Strong

to appear

forthwith ~~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 Nicholas Hathaway

in a plea of assumpsit Damages two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of Oct A.D. 1840

James H. Gill CLERK.

Mattock
and
Strong
$100 00

$100.00 For value Received we Jointly & Severally prom=ise to pay Nicholas Hathaway or Order One Hundred dol lars and Interest April 12th 1839

Peter Mattox
Silas G. Strong

Union Com. Pleas

Nicholas Hathaway

vs } No 11
Page 88

Peter Mattox et al

Silas G. Strong

Damages $112.00
costs 9.12
writ .41

121.53

Levied upon 1 two horse waggon 1 Brass Kettle 1 Burrel mare 1 bay horse 1 gray horse 3 years old 2 year old heifers — May 4. 1841 ~~Sold property~~ advertised Sale to be August 2. 1841. Sold property for $49.50 — levied upon 75 bushels of oats — 1 stack of Wheat — 1 stack of Hay — not sold for want of time

W W Steele Shff

Sew —	35
Mil —	75
Bond	50
1 Bond	50
Bond	99
	3.09

Filed August 3. 1841

Jas. A. Gee Clk

121.53
2
243.06
121.53
123.96
35
44
25
123.56
2.11
125.35
4.00
129.35

10.00
10.00
8.00
8.00
49.50

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 Nicholas Hathaway

recovered against Peter Matton and Silas G. Strong

as well the sum of one hundred and twelve dollars and cents, for his damages, as the sum of $ 7. 12 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 Peter Matton and Silas G. Strong

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 Nicholas Hathaway

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

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

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0086

No. 40-CU-86

Union Common Pleas Court.

Benjamin Gorton
Plaintiff,

AGAINST

James McDonald
Defendant.

OCT TERM. 1840

JUDGMENT VS DEFENDANT
$146 28

Journal 2 Page 282

Record No. No Record. Page

Ex. Doc. Page

Union Com. Pleas

Benjamin Gutow

vs } Dec

Jas McDonald

Filed Oct 8. 1840

Jas. H. Gill Clk

cost bill made

State of Ohio } Union Com Pleas October term
Union County ss } 1840

Benjamin Gorton applying Creditor under the attachment of Samuel Foley complained of James M. Donald in a plea of assumpsit for that whereas the James McDonald on the Third day of October 1838 at the County of Union made his promisory note in writing and then and there delivered the same to Nelson Kagar and thereby promised to pay the said Kagar or bearer one hundred and ~~forty~~ ~~thirty~~ sixty one dollars and $\frac{37}{100}$ on or before the first day of April next (meaning the next after the date thereof) which period his now elapsed and the said Nelson Kagar then and there endorsed the same to the plaintiff whereof the said James M Donald then and there had notice and then and there had notice and then and there in consideration of the premises promised to pay the amount of the said note to the plaintiff according to the tenor and effect thereof yet the said M Donald hath disregarded his promises and has not paid the said sum of money or any part thereof to the damage of the plaintiff 200 $. By

W C Lawrence his atty

Sum due 146 $ $\frac{28}{100}$

146.28

114.39

175 00
114 39
60,61

75.00
60 65
14,39

B Foster

Mamprill Apl 15 1841

I hereby assign to Wilm Reed my proportion of the Funds in the Case of Attachment of Benj Gordon vs James McDonald

Benjamin Gorton

Nov. 30th 1839 Paid on the
neithin note by Thomas Mc
Donald twenty six dollars. Sixty
two & ½ Cents — $26,62½

James McDonald
Note
$261,37½

One or before the first day of April next
I promise to pay Nelson Frazar or bearer the
sum of One hundred & sixty one dollars and thirty
seven cents for value received with interest
This 3rd day of Oct 1838

James McDonald

Civil/Domestic Case File

Case No. 1840-CV-0087

at said County of Union in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiff on request; yet he hath disregarded his promises, and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff One thousand dollars and thereupon he brings suit &c By

Kerr & Harrold Pltffs
Attys

Union Com Pleas

Winthrop Green
vs
Elphas Burnham

Sarin Humphrey
Filed Nov. 21. 1840
Jas. M. Lee Clk
Recd $ H Sill
2.50 docket fee
D. Lawrence
a 15th sft-

Kerr & Harrold

State of Ohio Union County Court of Common Pleas of the Term of October in the year Eighteen hundred and Forty

Union County ss

Winthrop Gear complains of Eliphas Burnham in a plea of Assumpsit for that whereas the said Eliphas Burnham on the thirteenth day of October in the year of our Lord One thousand Eight hundred and Forty seven at said county of Union made his promissory note in writing and then and there delivered the same to Jefson Taylor and thereby promised to pay the said Jefson Taylor or order the sum of five hundred dollars on or before the first day of January One thousand Eight hundred and Forty with interest thereon from date which period has now elapsed, and the said Jefson Taylor then and there endorsed the same to the said Winthrop Gear, whereof the said Eliphas Burnham then and there had notice, and then and there in consideration of the premises, promised to pay the amount of said note to the said Winthrop Gear according to the Tenor and effect thereof; And also for that whereas the said Eliphas Burnham on the Twentieth day of september in the year of our Lord Eighteen hundred and Forty at Union County aforesaid was indebted to the said Winthrop Gear in One thousand dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; And in One thousand dollars for money then and there lent by the plaintiff to the defendant at his request; And in one thousand dollars for money then and there had and received by the defendant for the use of the plaintiff: And whereas the defendant on the day and year last aforesaid

Union Com Pleas

Worthington Gee

vs } Summons

Elisphas Burnham

Serv — 75
Copy — 16
Mil — 50
$1,01

Filed Oct 8th 1840
James H. Gillett

Suit Brot on a note of hand given by defendant to Jefson Taylor for the sum of five hundred dollars dated Oct 13. 1837 & by said Taylor endorsed to plaintiff, also for goods sold, money lent money had & received Here & hereof

Pltffs atty

Judgment costs Apl 13. 1840

Wm Ross

Issued by Subpoena a certified Copy to Defendant
R Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Elisphas Burnham

to appear

forthwith ~~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

Winthrop Gee

in a plea of a pump sit 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 6 day of Oct A.D. 1840

James H Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0088

Union Com Pleas

Winthrop Gear
vs
Samuel McDonald

Nar in Assumpsit
Filed Nov. 20. 1840
Jas H. Gill Clk
Recd of J H Gill
2 $ 50/100 Docket fee
W. C. Lawrence
Atty for Deft

Kerr & Worrall

And without the defendant on the day and year last aforesaid at said County of Union in Ohio aforesaid promises, then and there promised to pay the said last mentioned sum of money to the plaintiff on request, yet he hath disregarded his promises, and hath not paid the said sum of money, nor either of them, nor any part thereof to the damage of the plaintiff Fifty Dollars, and therefore he brings suit

Kerr & Worrall Atty for Plaintiff

State of Ohio Union County Court of Common Pleas of the Term of October in the year of our Lord Eighteen hundred and Forty

Union County ss

Winthrop Gear complains of Samuel McDonald in a plea of Assumpsit for that whereas the said Samuel McDonald on the thirteenth day of October in the year of Our Lord One thousand Eight hundred and Thirty seven at said county of Union made his promissory note in writing and then and there delivered the same to Jefson Taylor and thereby promised to pay the said Jefson Taylor or order the sum of five hundred dollars on or before the First day of January One thousand Eight hundred and Forty (with interest thereon from date) which period has now elapsed and the said Jefson Taylor then and there endorsed the same to the said Winthrop Gear, whereof the said Samuel McDonald then and there had notice, And then and there in consideration of the premises, promised to pay the amount of said note to the said Winthrop Gear according to the tenor and effect thereof: And also for that whereas the said Samuel McDonald on the Twentieth day of September in the year of Our Lord One thousand Eight hundred and Forty at Union County aforesaid was indebted to the said Winthrop Gear in the sum of One thousand dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; And in One thousand dollars for money then and there lent by the plaintiff to the defendant at his request; And in one thousand dollars for money then and there paid by the plaintiff for the use of the defendant at his request; And in One Thousand dollars for money then and there had and received by the defendant for the use of the plaintiff,

Union Com. Pleas

Wm Throp Geer

vs } Summons

Samuel McDonald

Serv — 35
Copy — 16
Mil — 40
91

Filed Oct. 8th 1840
James H. Gill Clk

Suit brot on a promissory note given by defendant to Peyton Taylor for the sum of five hundred dollars and by said Taylor endorsed to plaintiff also for goods sold money lent money paid money had and Received Rem & Hence

Pltffs atty

Judgment costs Apl 13. 1841

Wm Ross

Saml by Delaney a certified Copy to Dft

T C Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Samuel McDonald

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 Winthrop Gee

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 6 day of Oct A.D. 1840

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0089

of money to the plaintiff on request; yet he hath disregarded his promises, and hath not paid the said several sums of money nor any part thereof than nor any part thereof to the damage of the plaintiff One thousand dollars and thereupon he brings suit &c Pltf

Kerr & Harrold Attys
for Pltff

Dan'l Clay
vs
Walker Lear
By
Benjamin Hopkins

Plain Attachment
Filed Nov. 28. 1860
Pas to Lie with
Rec'd H. H. Lee
$2.50 docket fee
Witness a'lg
for Pltff

Kerr & Harrold
Pltff's Atty

State of Ohio Union County Court of Common Pleas of the Term of October in the year of our Lord Eighteen hundred and Forty

Union County ss

Winthrop Gear complains of Benjamin Hopkins in a plea of Assumpsit for that whereas the said Benjamin Hopkins on the thirteenth day of October in the year of Our Lord One thousand Eight hundred and Thirty seven at said County of Union made his promissory note in writing and then and there delivered the same to Jefson Taylor and thereby promised to pay the said Jefson Taylor or order the sum of five hundred dollars on or before the first day of January one thousand Eight hundred and Forty, with interest thereon from date; which period has now elapsed; and the said Jefson Taylor then and there endorsed the same to the said Winthrop Gear, whereof the said Benjamin Hopkins then and there had notice; and then and there in consideration of the premises, promised to pay the amount of said note to the said Winthrop Gear according to the tenor and effect thereof: And also for that whereas the said Benjamin Hopkins on the Twentieth day of September in the year of our Lord Eighteen hundred and Forty at Union County aforesaid was indebted to the said Winthrop Gear in the sum of One thousand dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request: And in One thousand dollars for money then and there lent by the plaintiff to the defendant at his request, And in One thousand dollars for money then and there had and received by the defendant for the use of the plaintiff; And whereas the defendant on the day and year last aforesaid at said County of Union in consideration of the premises then and there promised to pay the said last mentioned several sums

Union Com. Plas

Winthrop Geer
vs
Benjamin Hopkins

Serv 3 summons
Copy 16
Mil 40
91

Filed Oct 8. 1840
James H. Gill Clk

Suit brot on a note of hand given by defendant to Jesse Taylor for the sum of five hundred dollars dated 13. October 1837 and by the said Taylor endorsed to the plaintiff also for goods sold and delivered
mony lent mony had & Received Dec 6. 1840

Kerr & Reynolds Pltffs
atty

Garnish costs - Apl 13. 1841

Wm Ross

Sent by Delaware to Sheriff a certified Copy of Clerk's entry

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Benjamin Hopkins

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 Winthrop Gee

in a plea of 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 6 day of Oct A.D. 1840

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0090

No. 40-CV-90

Union Common Pleas Court.

Winthrop Geer
Plaintiff,

AGAINST

Ralph Cherry
Defendant.

NOV 1841

Settled & Dis'd

No Record.

Journal 2 Page 326

Record No. Page

Ex. Doc. Page

Union in consideration of the premises, the and the defendant to pay the said Plaintiff or order the sum of money to the Plaintiff, or order, with the costs disbursed his premises, and both parties the said general issue of money paid or either of them now pray judgment to the clerk of the plaintiff's office thereunto called, and thereupon to bring suit &c

Henry Marrold Attys Attys

Union Com Pleas

Winthrop Gear
vs
Ralph Cherry

Now in Assumpsit
Filed Nov. 20. 1840
Jas H Lee Clk

Recd of Lee $3.89 my fee
in the cases R, Clark Cherry

Henry Marrold

The State of Ohio Union County court of Common Pleas of the Term of October Eighteen hundred and Forty

Union County ss

Winthrop Gear complains of Ralph Cherry in a plea of Assumpsit for that whereas the said Ralph Cherry on the thirteenth day of October in the year of our Lord one thousand Eight hundred and Thirty seven at said County of Union made his promissory note in writing and then and there delivered the same to Jefson Taylor, and thereby promised to pay the said Jefson Taylor or order the sum of five hundred dollars on or before the first day of January one thousand Eight hundred and Forty, with interest thereon from date, which period has now elapsed, and the said Jefson Taylor then and there endorsed the same to the said Winthrop Gear, whereof the said Ralph Cherry then and there had notice, and then and there in consideration of the premises, promised to pay the amount of said note to the said Winthrop Gear according to the tenor and effect thereof. And also for that whereas the said Ralph Cherry on the Twenty-eth day of September in the year of our Lord Eighteen hundred and Forty at Union County aforesaid was indebted to the said Winthrop Gear in the sum of One thousand dollars for money then and there lent by the plaintiff to the defendant at his request; And in one thousand dollars for money then and there paid by the plaintiff for the use of the defendant at his request; And in one thousand dollars for money then and there had and received by the defendant for the use of the plaintiff: And whereas the defendant on the day and year last aforesaid at said county of

Winthrop Geer } Union Common Pleas
vs } Ss Attachment
Benjamin Hopkins } Damages - $1000.00

Issue a Summons returnable forthwith in an action of debt on a note of hand given in consideration to one Jeffson Taylor for the sum of five hundred dollars, dated 13th October 1837 and by the said Taylor endorsed to the plaintiff for goods sold and delivered - Merchandise, money had and received - October 1st 1840

Wm J Herrold Atty pltff

To the Clerk of Union Common Pleas

Winthrop Geer
vs
Noah Chaney et al

Pauper

Filed Oct 6. 1840
Jas. H. Fitchner

Winthrop Geer } Union County Court of
vs } Common Pleas –
Adolph Cherry } In assumpsit Damages $1000.00

Issues a Summons returnable forth with Indorsement that on a note of hand given by the defendant to Jepson Taylor (and by him indorsed to the plaintiff) for the sum of five hundred dollars dated October 13th 1837 – also for Money lent – Money paid – Money had and received – October 5th 1840

To the Clerk of Union Common Pleas – Kerr & Harrold Pltff's Attys

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Winthrop Geer } Union Common Pleas
vs } In assumpsit
Ephraim Burnham } Damages – $1000.00

Issues a Summons returnable forthwith indorsement that on a note of hand given by defendant to Jepson Taylor for the sum of five hundred dollars dated October 13th 1837 – and by said Taylor indorsed to plaintiff – also for goods sold – Money lent Money paid – Money had and received

Kerr & Harrold Attys for Pltff

To the Clerk of Union Common Pleas –

Winthrop Geer } Union Common Pleas
vs } In assumpsit
Samuel McDaniel } Damages $1000.00

Issues a Summons returnable forthwith indorsement that on a promissory note given by defendant to ~~Jepson~~ Taylor for the sum of five hundred dollars, dated October 13th 1837 and by said Taylor indorsed to plaintiff also for goods sold, money lent, money paid, money had and received

Kerr & Harrold Pltff's Attys

To the Clerk of Union Com Pleas

Union Com. Pleas

Winthrop Gear

vs } summons

Ralph Cherry

Serv — 35
Copy — 16
Mil — 45
96

Filed Oct. 8th 1840
James H. Gill Clk

Suit Brot on a note of hand given by the defendant to Jason Taylor and by him endorsed to the Plaintiff for the sum of five hundred dollars dated Oct 13. 1837 also for money lent money paid money had and Received

Oct 6. 1840

Kerr & Herod Pltff atty

good for costs Apl 13 1840

Wm Ross

June 1 by delivering a certified Copy to Defendant

C Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Ralph Cherry

to appear forthwith ~~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 Winthrop Gear

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 6 day of Oct A.D. 1840

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0091

No. 40-CV-91

Union Common Pleas Court.

Gregory Burr & Co
Plaintiff,

AGAINST

Wm H Woods,
Defendant.

April 1843.
Dismissed

Journal 3 Page 98

Record No. 4 Page 121

Ex. Doc. Page

Gregory Burr & Co

vs

Wm W. Woods

Praecipe

Filed Oct 9. 1840

James H Giles Clk

Pog. 62
1348 25
2558 57

26
3
21

S & B.

Nehemiah Gregory, Levi J. Burr and Mary E. Gregory late partners trading under the name and style of Gregory Burr & Co

vs

William W. Woods

} Ass't. Dam $400.

Issue a summons returnable fifthwith indorse suit brot for goods sold & delivered - goods bargained & sold - work & labor done and performed - money lent - advanced - paid laid out and expended - Acct stated &c

Swayne & Bates
Attys for pltff

To the Clerk of
Union County -
Marysville Ohio
Oct 8. 1840

1

W. C. Summers

Marysville

Ohio

Tegery
v
Woods } Continued at November Term A.D. 1841
by consent of parties

Oct 28. 1841

Sevarpin & Bates
Attys for plff

Gregory & Co -

" "

W. W. Woods

I hereby certify that I received from Gregory Burr & Co
for the transportation of pork land &c by me for W. M. Woods
$131 $\frac{87}{100}$ I received in behalf of Gill & McCann

March 15. 1842

J. McGill

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

Gregory Burr & Co
vs
Wm. W. Wood

Depositions taken sealed up and directed by me
Thos Wood JP

Filed April 17, 1842
Ad. Gill Clerk

Gregory Burr & Co
vs
William W. Woods

} Union Com. Pleas
Suit pending in the Court of Com.
Pleas of Union County — Ohio

The defendant will take notice that depositions will be taken in this case by the plaintiff at the Office of Thomas Ward a justice of the Peace in the City of Columbus, Franklin Co. Ohio on the 10th day of June A.D. 1841 — between the hours of 6 A.M. & 9 P.M.

To Mr Sawyer
Atty for deft

Wm H Baker
Atty for Pltff

May 22. 1841

I acknowledge service of the within this 27th day of May A.D. 1841.

Wm C. Lawrence

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of Union County Ohio: wherein Gregory Burr & Co is Plantiff and William W. Wood is Defendant in pursuance of the notice hereto attached. and at the time and place therein mentioned Both parties present by their attornies

John L. Gill of the County of Franklin of Lawfull age. being first duly sworn by me as hereafter certified deposes and says

That on the 2d day of May 1840 Mr Sherwood applied to Deponant to carry a Load of Pork for Wm W. Woods to Cleveland & we agreed upon the Terms for Freight said Sherwood & Wood both being present about dark of the same day Mr Woods called on Deponant and said that he had made arrangements with Gregory Burr & Co to take his Pork saying that if we carried it we must make arrangements with Gregory Burr & Co for the same Deponant on the morning of the 4th of May 1840 called on Mr Gregory & made an arrangement with him on the same Terms that had been agreed upon with Mr Sherwood which were that they were to advance the Tolls in Cash and the Balance was to be paid in Groceries at Cash Prices, — In compliance with the agreement we sent our Boat on and loaded, and rec'd the shipping Bill and Rec'd the amt of tolls in cash and a bill of groceries to the full amount of the charges — the payment in full was made on the day the boat loaded — during the conversation between Wood and my self Wood stated that if he had money to advance the tolls he would ship it himself as in that case he could have control on it, which he could not, if any of the forwarding houses shipped it in as much as the pork would be subject to the charges upon it which it was un—

-derstood was to follow it to Newyork - and which it was further understood was the only object the shippers had in advancing bills - the shipping bills cast for 220 bbl Pork 9276 lb Bacon 6621 lb Lard, the whole amt of Chgs $265.85/100 the price for carrying the Pork was 9 3/4 cts per bbl - the Lard & Bacon 37 1/2 cts - per 100 lb

The freight was consigned to James S. Brown Newyork care Peter & Hully Cleveland - some days after I met Lord in Cleveland who was there waiting the arrival of the Pork - he enquired when I thought the boat would come my answer was in the course of one or two days - I left for Akron the same day, and the next day, after or possibly the second I met Lord again at Akron proceeding up the canal to meet the freight boat - during our way up the canal and before we met the freight boat Lord informed me that he should take his Pork to Montreal which occasioned some surprise as it was understood the Pork was to go to N.Y. and would prevent the shippers from recieving the difference of exchange between Columbus & N.Y. which was the principal inducement with the shippers in advancing charges.

Cross examination

Question by Defts Counsel Do you speak from memory as to the amt of Lading, freight, date and Consignees or from the bills here furnished by Pltff's

My answer is gain from seeing Gregory Bill of the shipping bills and seeing it signed by Mr Waters the Person who had care of my Book - and from having seen the original bills of lading several times since -

Q. By Same Did you hear the contract made if so was it reduced to writing? I did not hear the contract made between Lord & Gregory Nor do I know that it was reduced to writing.

Q. by Same did Wood inform you in the conversations above related that the contract with Gregory Burr & Co was was in writing. Was the freight in an open

Boat. was it in warm weather did it
might arrive at Cleveland in the usual time
that he was disappointed and damaged by its
delay in arriving at Cleveland?

Lord did not inform me that the contract was in writing
but the freight was carried in an open boat, and it was further
Knowing Lord that our boat was an open boat. but it was
further agreed by us (when it was expected that Sherrard would
ship it) that we should cover it, the lard & Bacon with straw
and a canvas which secured it from the same — being a
day Boat it was some days longer in transit than it would have been
had it been shipped in a regular line boat — I went on board
the freight Boat when he met it and examined the lard
and bacon so far as I could by looking over it but could
not discover that it was injured in the least. it was effectually
guarded from the same, and I should think quite as safe from
damage as though it had been in a covered boat - the weather
was as warm as usual for the season

Q by same Did Woods know when he left Columbus
that you were to carry the freight and what boat
it was to be carried? - he could not know that we would
carry it in as much as he made the contract made between
Sherrard, and had left it with Gregory Bunn & Co - to ship.
the Packett on which we were on board met the freight boat
a boat two hours drive south of Akron — My impression
is we met the Boat on Friday - and that the Boat got to
Cleveland on Sunday Morning — with regard to number of
Bbls of pork receipted for 220 — on unloading, my Boat had
a net for boat 219 - but believe the mistake originated between
the Capt of the Boat and the vessel that Rec'd it —

Questioned by Plffs Counsel. [illegible]
Jas Woods say before he left Columbus
that he had made arrangements with
G. B. & Co for carrying his pork &c and
that you must deal with them if
you carried it —

It is agreed that the testimony of Pltff shall be admitted and the death of Mary E. Gregory - W. C. Lawrence

I. Thomas Wood a Justice of the Peace in and for the Township of Montgomery in the County of Franklin Ohio. do hereby certify that the within named John L. Gill was by me first duly sworn to testify the truth the whole truth and nothing but the truth, and that the within or foregoing depositions by him subscribed was reduced to writing in part by me and the remainder by the witness and were taken at the time and place specified in the inclosed notice

In Testimony whereof, I have hereunto set my hand this 10th day of June AD 1841

Thos. Wood Jus: Peace

Jus fees for swearing witness & taking depositions $1.56
Paid By Plantiffs

T. Wood JP

Wm W. Woods
a/cts
Gregory Burr & Co

Plea

Filed Apl 23. 1842
Jas. G. Gill Clk

Wm W Woods
adm
Gregory Burr Dec

Union Com Pleas
Oct term 1840

And the said Defendant now comes and defends when &c and says that he did not assume and promise in manner and form as the plaintiffs in the several Counts of this said declaration hath above thereof complained against him and of this he puts himself upon the Country and the plaintiffs doth the like

by W. C. Lawrence his atty

Plaintiff and his counsel are notified that on the trial of this cause defendant will insist and give in evidence to the court and Jury that by the unusual delay and carelessness manner in which said the Bacon and lard were transported for Sale by plffs from Columbus to Cleveland that defendant was Materially injured and damaged in the sale and value of his pork the same being the foundation of this suit. that in travel from and to the aforesaid places by the carelessness and inattention of plaintiffs ten days were consumed more than in an ordinary passage and from the heat of the sun and weather the Pork and lard were injured in consequence of the improper Shipment on an open boat

By W. C. Lawrence his atty

Union Com. Pleas

Benj. Gregory & Co

vs } Summons

W. Woods

Serv 35¢
Mil — 5¢
Copy 15¢
55¢

Filed Oct 9th 1840
Jas. H. Gill Clerk

Suit brot for goods sold and delivered goods bargained and sold work and labor done and performed money lent advanced paid laid out and expended and stated &c

Swaine & Baker
attys for pltffs

Served by delivering a certified copy to Defendant
E. Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon W. V. Woods

to appear

forthwith ~~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

Nehemiah Gregory Levi J. Burnett & Mary E. Gregory late partners trading under the name and style of Gregory Burnett & Co

in a plea of Assumpsit Damages Fourhundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 9th day of Oct A.D. 1846

James H. Gill CLERK.

Union Com. Pleas

vs

Gregory Burt & Co

vs

William W. Wood

Nam

Filed Nov. 9th 1848

James H. Gill Clerk

Cost bill made

S & B

Recorded
by J. E. W.

C. Scott, Printer,] DECLARATION IN ASSUMPSIT. [Columbus, Ohio.

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

Union ——— *County,* ss. Nehemiah Gregory — Levi A. Burr and Mary E. Gregory late partners trading under the name & style of Gregory Burr & Co Plaintiffs in this suit, complaining of William M. Wood

Defendant in this suit, [illegible] of Assumpsit. ~~For that, whereas, the said defendant~~

Heretofore, to-wit: on the first ——— day of October ——— One thousand Eight Hundred and at in the county of 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.

For that ~~And~~ Whereas, ~~also~~, the said Defendant ~~afterwards, to wit~~, on the first ——— day of October in the year of our Lord One Thousand Eight Hundred and forty ——— in the county aforesaid, was indebted unto the Plaintiffs in the ~~further~~ sum of two thousand ——— Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiffs to the Defendant at his request; also in the further sum of two thousand ——— Dollars, for work and labor, then and there done, and materials for the same provided by the Plaintiffs for the Defendant at his request; also in the further sum of two thousand ——— Dollars, for so much money then and there by the Plaintiffs lent and advanced to, and paid, laid out and expended for the defendant at his request; also in the further sum of two thousand ——— Dollars, for so much money then and there had and received by the Defendant for the use of the Plaintiffs and also in the further sum of two thousand ——— Dollars, found to be due from the Defendant to the Plaintiffs 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 Plaintiffs 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 Plaintiffs but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the Plaintiff ——— Four hundred Dollars, and therefore they bring suit, etc.

Stephen H Bates
Atty for Plff.

Union Com. Pleas.

Gregory, Burr & Co.
vs.
N. N. Woods.

Agreement of parties.

Filed Oct. 1, 1842.
John Cassil,
Clerk pro tem.

Gregory Burr & Co } Pending in the
vs } Union Com Pleas in
William W Woods } assumpsit

this case is settled at defendants costs Sept 15th 1842

Gregory Burr & Co

W. W. Woods

Civil/Domestic Case File

Case No. 1840-CV-0092

Civil/Domestic Case

1840-CV-0092

located with

Supreme Court Case

1841-SC-0001

Civil/Domestic Case File

Case No. 1840-CV-0093

Civil/Domestic Case

1840-CV-0093

located with

Supreme Court Case

1841-SC-0002

Civil/Domestic Case File

Case No. 1840-CV-0094

No. 40-CV-94

Union Common Pleas Court.

W W Woods

Plaintiff,

AGAINST

Daniel Ova

Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT

$509 50

Journal 2 Page 319

Record No. 3 Page 463

Ex. Doc. 1 Page 224

Wm D Woods
vs } Praecipe
Daniel Case
Filed Oct 9. 1840
Jud. 16 Jan 1841

~~549~~

Mr H Woods
vs
Daniel Coe } Assumpsit. Damages 1000 $

Issue a summons returnable forthwith. Endorse suit for $ but on defendants receipt given to pltff for Five hundred & forty eighty dollars. for money paid by pltff to deft for deft to pay on two notes one to Johnson & one to Brantan Dated April 26th 1840 Also for six hundred dollars in money then & there lent by pltff to Deft at his request.
and in six hundred dollars for money paid by the pltff for the use of Deft at his request. also in six hundred dollars for money then & there received by the Deft for the use of the pltff & in the
also in six hundred on an acct stated
of the pltff's work

P B Cole atty for Pltff

To the Clerk of Co —
of the Court of Common Pleas Union Co O

Union Com Plas

W. W. Woods

vs } Summons

Daniel Coe

Serv	34
Ret	4
Copy	50
	9

Filed Oct 9. 1840

Jas H Eve Clk

Suit but on defendants Rect given to plaintiff for fifteen and ~~dollars~~ & forty ~~cents~~ eight dollars for money paid by plaintiff to deft for deft to pay on two notes one to Johnson & one to Brandon dated April 24. 1840 also for six hundred dollars in money then and then lent by ~~deft~~ pltff to deft at his request & in six hundred dollars for money paid by pltff for the use of the deft. ~~also in~~ at his request also in six hundred dollars for money then and then received by the deft for the use of the plaintiff & also in six hundred dollars on an acct then and then stated between the parties P. B. Carter his atty

Sundry expts
Deft
N Clarkson

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Daniel Coe

to appear

forthwith ~~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 William W. Woods

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 9th day of Oct A.D. 1840

James H. Gill **CLERK.**

further sum of Five hundred & forty eight dollars for money then & there lent by pltff to Deft at his request. Also for that whereas the said Daniel Lee on the day & year aforesaid at the County aforesaid was indebted to the pltff in the further sum of six hundred dollars for money paid by the plaintiff for the use of the Defendant at his request. Also for that Whereas the said Daniel Lee on the 28th day of April AD 1840 was indebted to the pltff in the further sum of six hundred dollars for money Received by the Defendant for the use of the pltff. Also on the day & year aforesaid at the County aforesaid the Defendant was indebted to the pltff in the further sum of six hundred dollars for money found to be due from the Deft to the pltff on an account then and there stated between them, And whereas afterwards on the 1st day of October AD 1840 the said Daniel Lee in Consideration of the premises then & there promised to pay the sevral sums of money to the pltff on request, yet he hath disregarded his promises and hath not paid the said sevral sums of money nor either of them nor any part thereof to Damage of the pltff one thousand dollars & therefore he sues

P. C. Bledsoe his atty

Wm Jones Files
vs
Daniel Lee
Filed Nov 19th 1840
Ad Y & Lie Gth

Jr Osborne

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

Wm W. Woods complains of Daniel Coe in a plea of assumpsit for that whereas, the said Daniel Coe on the 28th day of April in the A.D. 1840 at the County of Union made his Certain Receipt in writing and delivered the same to the said Wm W. Woods and thereby acknowledged the Receipt from the said Woods of Five hundred & forty Eight dollars & some cents to be paid by him as the agent of the said Woods, on two Notes one holden by Johnson and one by Cranstan one Calling for two hundred and nineteen dollars & one for three hundred and twenty nine dollars & some cents to be paid as soon as the said Nots became due. Which period has now elapsed, & the said Daniel Coe then and in Consideration of the premises ~~undertook and~~ faithfully promised the said Woods ~~that he would~~ to pay the amount of said Receipt ~~to~~ on the said Nots according to the tenor & effect thereof

And also for that whereas the said Daniel Coe on the 28th day of April A.D. 1840 at the County aforesaid made his certain Receipt in writing and delivered the same to the said Wm W. Woods & thereby acknowledged the Receipt from said Woods of Five hundred and forty Eight dollars dollars & some cents. for two Notes one holden by John & one by Cranstan one Calling for two hundred & nineteen dollars & one for three hundred & twenty nine dollars and some cents. And the said Daniel Coe then & there in consideration of the premises promised the said Woods to pay the amount of said Receipt on said Nots according to the tenor & effect thereof, And also for that whereas the said Daniel Coe on the 28th day of April A.D. 1840 at the County aforesaid was indebted to the plaintiff in the

$ 169.00 one months after date, for value received, I

promise to pay to Daniel Coe

or order, the sum of one hundred ~~dollars~~ and sixty nine dollars

And I do also by these presents authorize and empower any attorney-at-law of the State of Ohio, in my name and behalf, to appear in any court of record, or before any Justice of the Peace of the said State, and to waive process and service thereof, and to confess judgment in favor of the holder of this obligation, for the above amount, with interest and costs, and I do hereby release all errors that may accrue in the rendition of said judgment, and waive all right and benefit of appeal in my behalf. In witness, I have hereunto set my hand and seal this 23 day of April A.D. 1840

Appleyard Coe [SEAL.]

June 13 1840

Received of Wm Woods one hundred and fifty dollars to apply on a certain note given to me Dated By Wm Woods calling for one hundred and about fifty Rods or Sixty nine dollars

David Cox

80
3,90
83,90

22936
34963
54899
80
99

548
8
4392
54
4446
59846
89 90
50956

Dan.l Roe

Received of W^m W Wood in full for all accounts I have for two notes one Holden By Johnson and one Bay Easton one Calling for 2.19 and one for 3.29 and some cents and am to collect from Wade and Ross a thirteen hundred dollar note given and endorsed By W^m W Wood due 21 day of April 1841 B.E. do not release said W W Wood from note if said Wade and Ross does not pay it By ~~to the~~ laws of Law. and I have a note on Wade and Ross for three hundred dollars which I am to return when Wood pays me a letter note for $1.69 dated Wade 1840

Daniel Coe

Woods
vs
Lub
Coe

Served by reading
ap. 15. 1841 W M Stuck Sheff

Serve — 25
Mile — 05

Filed ap. 15. 1841
Jas H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Mrs Ross & Chas L. Ward

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 W. W. Woods

in a certain matter in controversy in our said Court depending: wherein Lucie Woods is plaintiff, and Daniel Lee 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 15th day of Apl A. D. 1841.

Jas H. Gill CLERK.

State of Ohio
vs
John Kent.

392
12
18
30

August 16th 1841.
Ambrosity Conlequity

Angeline

Ambrosity.

Wm W Woods
vs
Daniel Coe } In Union Com Pleas

The said William W Woods being duly sworn says that he saw Daniel Coe this day and that the said Coe ~~told officer that he said Coe was in usual health~~ & that he the said Coe was attending to his ordinary business and that he was wounded in Morgan Co this day

W. W. Woods

April 15 1841

Subscribed and sworn to in open Court Apl. 15. 1841

Daniel Eichelberger

Union Com Pleas

W. W. Woods
vs } Bill of Exch
Daniel Coe

Filed Apl 16. 1841
Jos H Lee Clk

Recorded

Wm W Woods
vs
Daniel Coe

Union County Court of Com Pleas
April term 1841
Damages $ 1000.

Be it remembered that on the 15th day of April A D 1841. at the term aforesaid the above Cause was on application of Defendants Counsel Continued generally in the early part of the day upon the professional statement of Counsel that Defendant was and had been very unwell from Saturday preceding and on the first day of this term to wit the 14th day of April aforesaid and on his statement that he believed that Defendant had good cause of Defence Counsel on both sides being present that late on the 15th aforesaid plaintiff by his Counsel moved to open up the Continuance and this after the president Judge had gone and all the regular Juries discharged which were of the term aforesaid upon the following affidavit to wit

Wm W Woods
vs
Daniel Coe

In Union Com Pleas
The said ~~the said~~ William W Woods being duly sworn says that he saw Daniel Coe Deft this day and that the said Coe ~~told affiant the he said Coe was in usual health~~ and that he the said Coe was attending to his ordinary business and that he would be in Marysville this day by 3 P.M. Apl 15 1841

Subscribed and sworn to in open Court Apl 15 1841

Wm W Woods

Jas H Gill Clk

(Scratched out before swearing as above) to this opening up the continuance Deft by his Counsel objected by order of the Court the continuance was opened. and Deft appeared in open court

and apparently unwell the Court then ordered the parties to trial to this Deft by his Counsel objected and said he would not be tried except by the regular Jury this objection was overruled by the Court and a Jury from the by standers ordered by the Court to which Deft's Counsel objected in this he was also overruled by the Court and such Jury made and then and there proceeded to try the case above to all which Defendant by his Counsel excepted and prayed that his bill of Exceptions in that behalf might be allowed which is accordingly done and upon his motion the same is ordered to be made a part of the record in this case

April Com Pleas
A D 1841,

John Caspie
Nicholas Wathenday
Silas G Strong
Associate Judges

229
319
548
6
3288
548
58088
1137 2) 548
5.79.57 2) 274
137

D. Coe
vs
W W Woods

Plea

Filed Apl. 14. 1840
Thos H. Gisselle
cost bill made

D III
No

Daniel Coe
vs
Wm W Woods

Union Common for Trial
at April term 1841

And the said Defendant now comes and defends &c and says that he did not assume and promise in manner and form as the plaintiff hath above thereof in his said declaration complained against him and of this he puts himself upon the country and the plaintiff doth the like

W C Lawrence atty for Def

Pltff ~~Defendant~~ & his counsel will take notice that Deft on the trial of the above cause will insist and prove that he received no money as alleged by Pltff except 80 $. and that he paid over to Johnson 40 $ of that sum and to Cranson 40 $. the balance. And further that Pltff & Deft had an arrangement and compromise subsequent to the executing said receipt of the whole subject matter of the plaintiff suit whereby a new and different course was given to things as Pltff knows full well &c

B W Lawrence
his atty

Union Com pleas

W. W. Woods

vs } No 19
page 90

Daniel Coe

Damages	$ 519.50
Pltffs Costs	8.81
Deftr Costs	14.90
Writ	41

Recd this writ May 18. 1841 levied upon, 1 one Waggon 1 three waggon 12 head of horses & colts 1 yoke of Oxen 4 Cows 20 Sheep & 40 hogs May 19. 1841. ~~adventised for sale June~~ took Bonds in the sum of 900 $ for Delivery of the property whenever demanded, adventised sale to be June 21. 1841. ~~Levied~~ Defendant. ~~and Proper~~ ~~not found~~ Property Cond Not be found — June 21 1841 —

W W Stuckslaff

Service —	35
Bond	50
Mileage —	40
Advertising	1.25

Filed June 23d 1841

James H. Gudelle

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 Wm W Woods

recovered against Daniel Coe

as well the sum of Five hundred and nine dollars and fifty — cents, for his damages, as the sum of $8.81 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 Daniel Coe

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 $14.90 the costs of [redacted] Lagos 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 Wm W Woods

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 May A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0095

No. 40-CV-95

Union Common Pleas Court.

James Ward, Plaintiff,

AGAINST

Joseph Steiner, Defendant.

NOV TERM. 1841

Dismissed.

Journal 2 Page 330

Record No. No Record Page

Ex. Doc. Page

Union Com. Pleas

Jas. Ward

vs }

Joseph Stimer

Filed Oct 28. 1840

Jas H Gurley

Ord title made

James Ward
vs
Joseph Stines } Replevin Damages 50$.

Issue a Writ of Replevin for the following goods and Chattels (Four fourten Plank. (Part ash & part Walnut Plank)

State of Ohio Union County Ss

James Ward being duly sworn says that he has good right to the possession of the goods and and Chattles described in the above precepa and that they are wrongfully detained by ~~the defendant~~ Joseph Stines and that said goods and Chattles were not taken in execution on any judgment against the said Ward 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

James Ward

Sworn to & subscribed by his son for him at his request & before me this 28. day of Oct 1840 Jas H Lee Clerk

Civil/Domestic Case File

Case No. 1840-CV-0096

Union Com Pleas

James Tamary
vs
Nan
et Hall et als

Filed Nov. 11. 1840
Jas. H. Gill Clerk
costbill made

Recorded

State of Ohio Union County ss Common Pleas Oct Term 1840

James Janney complains of Agustus Hall and Stephen McLain impleaded with John T. Kinney as to whom the Sheriff has returned not found in a plea of assumpsit for that whereas the Defendants on the 18th day of September 1837. at the County of Union made their promissory note in writing and delivered the same to the said James Janney and thereby promised to pay the said James Janney one hundred dollars three years from date which period has now elapsed and the said Defendants then and there in consideration of the premises promised to pay the amount of the said note to the said James Janney according to the tenor and effect thereof yet the Defendants have disregarded their promises and have not paid the said sum of money or any part thereof, to the damage of the said James Janney in 150 $. and therefore he brings suit &c

By W. Lawrence his atty

Union Com. Pleas

Jas. January

vs } Ser

A. Hall and others

Filed Oct 8. 1840

James H. Gillett

James January
vs
Augustus Hall
Stephen M. Sawyer and
John F. Kinney

To October Term 1840

In assumpsit
Damages $. 150.00

Issue ~~Subpoena~~ Summon returnable forthwith and endorse suit Brot on Defendants' Note of hand given to plaintiff for one hundred dollars and dated on the 18. day of September A.D. 1837 and due three years from date also for goods sold and delivered money had and received &c

By W. C. Lawrence his atty

Rec this writ Febr. 14. 1844.

By agreement between the admrs of Plff. and the delivery of other security by Steele one of the Defendants this writ is ordered to be returned. March 27th 1844 Wm C Lawrence atty of the admr of James Gurney

which is accordingly done
W W Steele Sheriff

Union County Rec

James Gurney
vs
A. Hall, A. G. Kinney & Stephen McClain

Damages	$ 103.37
Costs	8.97
Prevent	2.56
Writ	.41

Ex of sies cost $ 2.41

Dep 35
Brk 5
40

Filed March 29. 1844
John Copsil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods & chattels of A. Hall J. F. Kinney & Stephen McLain, to wit; one Buggy Waggon

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy James January the sum of one Hundred & three dollars — — — — ~~dollars~~ and thirty seven cents, for his damages, together with $ 8,97 — 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 James January recovered against the said A. Hall, J. F. Kinney & Stephen McLain as of record is manifest. Also, $ 2,56 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 14th day of Feb A. D. 1841

John Cassil CLERK.

Union Com. Pleas

James January

vs } No. 10

Augustus Hall et al.

Damges $103.50

Costs 8.92½

Writ .41

Serv 75

Mil 10

85

Filed Aug 8. 1840

Jas. H. Lowell

Rec'd June 29th 1840 no property found

C. Clark Sheriff

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19. day of May A. D. 1840 James January recovered against Augustus Hall John F. Kinney and Stephen McLain as well the sum of one hundred and three dollars and fifty cents, for his damages, as the sum of $8.92½ 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 Augustus Hall John F. Kinney & 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 $ 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 January Hereof fail not, at your peril, and have then there this writ.

WITNESS JAMES H. GILL, Clerk of said Court at the Court-House aforesaid, this 24th day of June A. D. 1840

ATTEST: James H. Gill Clerk

Mon Com Plea

I January
Vs
A Hallstal

Precipe

Filed Feby 14th 1844
John Cassidy clk

James Lamman
vs
Agustus Hall
Stephen McLain

Judgment Oct term
1841.

Issue a Vendi with a clause for further levy that if the property on hand be not sufficient for the payment of the said Judgment interest and cost a further levy and sale may be had that the said Judgment may be satisfied

By Wm B. Lawrence
atty for plff

Junior Com. Plas

James Lannay

vs

A. Hall et al.

Dam.	$103.50
Costs	8.92½
Writ	.41

Serv	75
Serv	75
Bond	50
Atty	1.87½
Misc	50
	3.52½

Filed Oct 6. 1840

Jas H Gillespie

Rec'd Sept 23d 1840 Same Day served upon me Hugh Kane one of the Defendants within named to appear on the first Monday in Oct next at the Court House in Steubenville Jefferson County Ohio

T Clark Sheriff

by Thos Clark

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

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840 James Lannay recovered against Augustus Hall John F. Kenney and Stephen McLain

as well the sum of one hundred and three dollars and fifty cents cents, for his damages, as the sum of $8.92½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said A Hall John F. Kenney & 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 $ the cost of increase on said judgment, and the accruing costs. And that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said James Lannay 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 23
day of Sept A. D. 1840

ATTEST: James H. Gill Clerk.

Vinny Heat
& Molaine's
note to
James James

18th ~~Sept~~ 1840

Cr by Cash 12½
on the ~~[illegible]~~ Cy

See Journal
p 276

Three years from date we jointly promise
to pay James Pagnary one hundred
Dollars for value Rec'd.

Magnolia Sept 15th 1837

A Hall
J H Kirna
S. McLaurin

As to

Union Common Pleas

James January

vs } Summons

A. Hall Stephens, McLain

John T. Kinney

Serv 75

Mil — 5

2 Copys — 35

$1,15

suit brought on defts note of hand given to plaintiff for one hundred dollars & dated on the 18th day of Sept. A.D. 1837 and due three years from date also for goods sold and delivered money had and received &c. By

W. C. Lawrence his atty

Served by delivering a certified Copy to McLain & Hall Kinney not found.

P. Clark Sheriff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Augustus Hall Stephen McLain and John F. Kinney

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

James January

in a plea of Assumpsit Damages one hundred & fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 5th day of Oct. A.D. 1840

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0097

No. 40-CV-97

Union Common Pleas Court.

Joseph Mullen Plaintiff,

AGAINST

James L Ward Defendant.

NOV TERM. 1841

Judg vs Defendt,

Journal 2 Page 342

Record No. 3 Page 500

Ex. Doc. Page

Joseph Mullin
vs
James O'Hara

Filed Nov. 14. 1840
Jos. H. Gill Clerk

p. rosleale

Josiah Bates
vs
James Smith

Joseph Mullin } In Replevin damages 200//
vs
James D Ward }

Issue a writ of Replevin for the following goods & Chattels, to wit, one chesnut sorrel mare one Black ~~bay springs~~ mare Colt & one rick of ~~hay on the~~ Wheat.

To the Clerk of Union Co. Pleas P D Cole atty for Pltff.
Nov. 14th 1840

The above named Joseph Mullin makes oath and says that he has good right to the possession of the goods & Chattels described in the above principle and that the same are wrongfully detained by the said James D Ward and that the said goods and Chattels were not taken in execution on any judgement against the said Joseph Mullin nor for the payment of any tax fine or amercement assessed against him, nor by virtue of any writ of replevin or any other mesne or final process whatsoever issued against the said pltff.

Sworn to and subscribed before me Joseph Mullin
this 14th day of Nov. AD 1840
Jas. H. Gill Clerk

Served this writ by taking property and delivering property to the Pltff & taking Bond of Pltff — Novr 13. 1840

N Steele Sheriff
Union County

My fees	Service	.35
	Bond	.50
Appraisers	J S Alexander	.50
	W. A. Frank	.50
	Wm Rofs	.50
		2.35

Union Corn Plea

Joseph Mullin

vs } Writ Replevin

Jas L. Mace

Filed Nov. 14. 1840

Jas. H. Lie Clerk

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 Joseph Mullin the goods and chattels to wit one chesnut sorrel mare one black last spring mare colt one Rick of Wheat which James L. Ward wrongfully detains from the said Joseph Mullin as is said, and also that you summon the said James L. Ward to appear at the next term of our Court of Common Pleas to be held within and for the said County of Union to answer unto the said Joseph Mullin for the unlawful detention of the goods and chattels aforesaid: Damages Two hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 14th day of Nov. A.D. 1840

James H. Gill Clerk

Mer Com Pleas

Joseph Mullin

vs { Replevin
Bond

Ad S Ward

Filed Nov. 14. 1840
James H Lewis Clk
cost. bill made
Recorded

Know all men by these presents that we Joseph Mullin
Josiah Kelsey & John Irwin
are held and firmly bound unto James L. Ward
in the penal sum of one hundred and fifty dollars
To the payment of which well and truely to be made
we Jointly & Severally bind ourselves our heirs Executors
and Administrators, sealed with our seals and dated
this 13th day of November A.D. 1840. The condition of the
above Obligation is such that whereas the said Joseph
Mullin on the 13th day of Nov 1840 sued out of the
Court of Common Pleas of the said County of Union a Writ of
Replevin against the said James L Ward for the following
goods and Chattles to wit. 1 Sorrel Mare 1 Black Colt &
1 Rick Wheat and which said writ is returnable at the
next Term of our said Court. Now if the said Joseph
Mullin shall appear at the next term of said Court and
prosecute his said suit to effect and pay all costs and
Damages which shall be awarded against him then
this obligation to be void otherwise in full force

Seal
Seal
Seal
Seal

Wm H Frank —

Joseph Mullin

Chester Jameson

Union Com Pleas

Joseph Mullin

vs Appraisement in Replevin

Jas L. Ward

Filed Nov. 14. 1840

James H. Gillelick

Wm Ross Wm Frank & Jas S Alexander being called upon by Wm W Steele Sheriff of Union County to appraise certain property in the possession of the said Sheriff by virtue of a writ of Replevin after being sworn to assess a true valuation do appraise it as follows

1 Sorrel Mare valued at $40.00
1 Black Colt — — 14.00
1 Rick of Wheat — — $20.00

Given under our hands this 14th day of Nov 1840

Wm Ross
Wm H Frank
J S Alexander

Union Com. Pleas

Joseph Mullin

vs } Sub

James L. Ward

Served by reading to
Michael Mullin Silas
G Strong Sen Lundy
& Eli Lundy & Phebe Lundy & Eli Lundy Jr
on Benj Wood Jr
Nov 1. 1841

W W Stube
Sheriff

Sen 87½
Mile 60
Copy 10
Filed Nov. 2. 1841 $1.57½

James M. Gewelle

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Benj. Wood. Eli Lundy Jr Michael Mullin Silas G. Strong and Eli Lundy Mrs Eli Lundy

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the 1st day of next Term, to testify and the truth to speak on behalf of Joseph Mullin in a certain matter in controversy in our said Court depending: wherein Eric Mullin is plaintiff, and James I Ward 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 30th day of October A. D. 1841.

James H. Gill CLERK.

Union Com. Pleas

Joseph Mullin

vs } Sub.

James L. Ward

Served by reading to Michael Mullin Eli Lundy Eli Lundy Jr Levi Lundy Phebe Lundy - Silas G Strong by Copy on Benj Wood & Isaac Morse by reading

Wm W Stuckshuff

Service — 1.00
Mile — 80

Copies 90
1.90

Filed Aug. 14. 1841

James M. Gill Clerk

1.90
157 m
3.47 m

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Silas G. Strong Benjamin Wood Isaac Morse Levi Lundy Michael Mullin Eli Lundy Jr Eli Lundy Sen and Phebe Lundy

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Joseph Mullin in a certain matter in controversy in our said Court depending: wherein Sarah Mullin is plaintiff, and James L. Ward 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 6th day of August A. D. 1841.

James H Gill CLERK.

Waive
acks
J. Mullin

Served by reading
Nov 4. 1841 W N Steelsheff

Serv — 12½
Mile — 5

17
30
47

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Eli Lundy

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Lars S. Ware in a certain matter in controversy in our said Court depending: wherein Joseph Mullen is plaintiff, and Lars S. Ware 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 4th day of Nov A. D. 184[illegible].

James H. Gill

CLERK.

Union Com. Pleas

Joseph Mullin
vs
Jude
James J. Weed

Served by reading
Aug 16. 1841.
Wm P Steele. Shff

Service — 25
Mile — 5
30

Filed Aug. 14. 1841
James M. Geeblade

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Otway Curry and W. W. Stele

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next Term, to testify and the truth to speak on behalf of James I Ware in a certain matter in controversy in our said Court depending: wherein Joseph Mullin is plaintiff, and Saiu Ware is defendant.

And this thy shall in no wise omit under the penalty of the law; and have then there this writ.

Witness James H. Gill, Clerk of said court at the court house aforesaid, this twelfth day of August A: D. 1841.

James H. Gill CLERK.

Union Com Pleas

Joseph Mullin
vs Stay in Replevin

James L Ward

Filed May 8. 1841
Sol. H. Gill Clk

By. G. Bloole

State of Ohio } Court of Common Pleas
Union County ss } April Term AD 1841

Joseph Mullin complains of James L Ward in a plea of replevin for that whereas the said James L Ward on the 14th day of November in the year one thousand eight hundred and forty at the County of Union aforesaid, was possessed of certain goods & chattels of the said Joseph Mullin, to wit, One Chesnut sorrel mare one black mare colt & one rick of wheat. To be delivered to the said Joseph Mullin when he the said James L Ward should thereto afterwards requested. Yet the said James L Ward though requested so to do, has not delivered the said goods & chattels nor any part thereof to the said Joseph Mullin & so the said James L Ward wrongfully detains the same from the said Joseph Mullin to his damage Two hundred dollars & therefore he says

By P D Bloode his atty

James L. Ward
ads } Plea
Joseph Muller

Filed July 27. 1841
James H. Rice Clerk

James L. Ward
vs
Joseph Mullin

in Union Com Pleas
April Term 1841.
In replevin

And the said James L. Ward comes and defends &c and says that he does not wrongfully detain the goods and chattels specified in the declaration or any part thereof in manner and form as therein alleged and of this he puts himself upon the country &c and the said Joseph doth the like

By W B Lawrence atty for defy

The said pltff will take notice that deft will prove on the trial of this cause in Justification of his right to said property that he as coroner of the County of Union by virtue of an execution to him directed from the Court of Common Pleas of said County and in favor of Ranson Clark against Eli Sandy and others defts levied the same upon the said property in obedience to the commands thereof for the satisfaction of said Judgment said to be of record in the Court aforesaid

Civil/Domestic Case File

Case No. 1840-CV-0098

No. 40-CV-98

Union Common Pleas Court.

Joshua Mattiott
Plaintiff,

AGAINST

James L. Ward
Defendant.

NOV 18 41

Judg no Plaintiff

Journal 2 Page 341

Record No. 3 Page 498

Ex. Doc. Page

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

Joshua Mathiott
vs
James L Ward

Praecipe
Filed Nov. 16. 1840
Jas. H. Gillelen
Clk Circuit Court
Recorded

per S B Cole for pltff

Joshua Mathiott
vs
James L Ward } In Replevin Damages 1000$

Issue a writ of Replevin for the following goods and chattels to wit, one stack of oats four stacks of hay also a quantity of hay in the barn of Eli Lundy Ten acres of Corn in the stack. Ten acres of Wheat on the ground one yoke of oxen Three cows Twenty head of hogs sixteen head of sheep & two spring calves

To the clerk of Lincoln Com pleas
Nov. 14th 1840

P B Cole atty for Pltff

Silas G Strong agent for the above named Joshua Mathiott makes oath and says that the plaintiff has good right to the possession of the goods & chattels described in the above precipe as he verily believes and that the same are wrongfully detained by the said James L Ward and that the said goods and chattels were not taken in execution on any judgment against the said Joshua Mathiott nor for the payment of any tax fine or amercement assessed against him the said plaintiff nor by vertue of any of any writ of Replevin or any other mesne or final process whatsoever issued against the said plaintiff

Silas G Strong

Sworn to & subscribed before me
Nov. 14th 1840 Jas H. Gillette

Mun Com Pleas

vs Replevin
Bond

Filed Nov. 17th 1840
Jas H. Gillett Clk

Know all men by these presents that we Joshua Mathiot by Silas G Strong his atty in fact Silas. G. Strong
of Union County Ohio are held and firmly bound unto James L Ward in the penal sum of Four hundred & Eighteen dollars to the payment of which well and truely to be made we do hereby jointly & severally bind ourselves our heirs Executors & Administrators sealed with our seals and dated this 16 day of November AD 1840 The Condition of the above bond is such that whereas the said Joshua Mathiott on the 16 day of November AD 1840. sued out of the Court of Common Pleas of Union County a writ of Replevin against the said James L Ward for the following Goods to wit 1 Stack of Oats 4 Stacks of Hay a quantity of Hay in the Barn 10 acres of Corn in the Shock 10 acres of Wheat on the ground 1 Yoke of Oxen 3 Cows 20 head of Hogs 16. head of Sheep —
and which said writ is returnable at the next Term of our said Court — Now if the said J Mathiott shall appear at the next term of said Court and prosecute his said suit to effect. and pay all Costs and damages which shall be awarded against him then this obligation will be void, otherwise, remain in full force & virtue

Joshua Mathiot by Silas G Strong his atty in fact Seal
Seal
Silas G. Strong Seal
Robert L Brown Seal

Union Common Pleas

Joshua Mathias

vs } Replevin writ

Jas L. Ward

Service — — — — .35
Milage — — — — .05
Appraisers — — — 1.00
$1.40

Filed Nov. 17, 1840

Jas. H. Gillette

Served the within by taking bonds in $419.— & delivering property to Plaintiff Nov 17, 1840

N Steel Sheriff

The State of Ohio Union County ss
To the sheriff of said County Greeting
We command you that without delay you cause to be replevied unto Joshua Mathiott the following goods and chattels viz one stack of oats, four stacks of hay also a quantity of hay in the barn of Eli Lundy, Ten acres of corn in the stack ten acres of wheat on the ground one yoke of oxen three cows twenty head of hogs sixteen head of sheep & two spring calves which James L. Ware wrongfully detains from the said Joshua Mathiott as is said, and also that you summon the said James L. Ware to appear at the next Term of our Court of Common Pleas within and for said County of Union to answer unto the said Joshua Mathiot for the unlawful detention of the goods and chattels afore said damages one thousand dollars and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House in Marysville this 16th day of Nov. 1840

James H. Gill Clerk

Union Com Pleas
Joshua Mathews
vs
Stas in Replev

James Ford

Filed May 8. 1841
Jas. H. Gillett

By Prosecutor

State of Ohio } Court of Com Pleas
Lorain County SS } April Term A D 1841

Joshua Mathiot Complaining of James Ward in a plea of Replevin for that the said James Ward on the 14th day of November at the County aforesaid A D 1840 was possessed of certain goods & chattels of the said Joshua Mathiot to wit one stack of oats four stacks of hay also a quantity of hay in the barn of Chr Lundy. Ten acres of corn in three stack ten acres of wheat on the ground one yoke of Oxen three cows twenty head of hogs sixteen head of sheep & two Spring calves to be delivered to the said Joshua Mathiot when the said James Ward should be thereto afterwards requested. Yet the said James Ward though requested so to do has not delivered the said goods & chattels nor any part thereof to the said Joshua Mathiot. and so the said James Ward wrongfully detains the same from the said Joshua Mathiot to his Damage One thousand dollars & thereupon he sues

By P B Cole his Atty

Union Com Pleas
Ranson Clark
ads } Plea
Joshua Mathiott

Filed July 27. 1841
Hamset Gill Clerk

James L Ward
ads
Joshua Mathiot } In Replevin

And the said James comes and defends
the and says that he does not detain the said goods and
chattels specified in the declaration ~~specified~~ in manner
and form as therein alleged and of this he puts himself
upon the Country and the said Pltff doth the like
By W O Lawrence his atty

The Plaintiff is hereby notified that Defendant
will insist and prove on this trial that he did and
ought to hold the said goods in the declaration men-
tioned by virtue of a Levy made by defendant
as Coroner of the County of Union on an execution
issued from the Court of Common Pleas of the County
aforesaid on a Judgment said to be of record in
said Court in favor of Ransom Clark against
Eli Lundy and others. said goods were levied
upon as the property of Eli Lundy to satisfy
said Judgment and in obedience to the Command
of said writ By W O Lawrence

Filed Nov. 5, 1842.
John Carril,
Clerk pt.

Union Common Plead.

Joshua Mathiott
vs.
James L. Ward.

Damages, —	$ 81.17
Ward's costs, —	13.43
Mathiott's costs, —	19.72
Increase, —	5.06
Writ. —	0.41

Recd this Writ Oct. 3d 1842
Advertised property to be
Sold Nov 5. 1842 at the door of the Court House, Agreeable to the requirements of the Statute in such cases made and provided, - Nov 5. 1842
Offered the same by public Outcry Agreeable to advertisement at the door
of the Court House, And at such Explose & Out cry struck off and sold
to Leonard Geer In lot (No 21) Twenty One in the town of Metzville for the sum of One hundred
Eighty three dollars & fifty Cents that being more than 2/3 of the appraised
value thereof, & He being the highest, and best bidder, therefor
Nov 5. 1842

Wm W Steele Sheriff

Serv —	.35
Mile	.05
Advty. —	1.75
Pound —	3.77
	5.92

183.50
3.77 592
150
442

131.11

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

WE command you to expose to sale those In lots Nos. 9 and 21 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 James L. Ward the sum of Eighty one dollars and seventeen cents damages, as well as $33.15 costs,

with interest thereon from the third day of November, A. D. 1841, until paid. Also, $ 5.06 increase of costs, which late in our said Court the said James L. Ward recovered against the said Joshua Mathiott,

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

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 3d day of October, A. D. 1842.

John Cassil, Clerk pro tem,

Ex. Docket No. 2 Page 1

Joshua Mathiot

v

James L. Ward

Damages $ 81.17
Nuds costs 13.43
Matts costs 19.72
Writ .61

Fees 3.5
Mile 5
Inquest 1.00
Advty. 1.75
Appers 1.50
$4.65

Filed Aug. 27. 1842
Jas H Gaubert

Sale Aug 26

Recd this writ July 22 1842 levied upon Lots Nos 9. & 21. in the Town of Mansfield, advertised by the Crier of Caddo Parish & Dec: Bank Lot No 9 ___ at $225.— & Lot No 21. $275.00 July 25. 1842 advertised for sale Aug 29. 1842 not sold for want of bidders

W W Steele 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 third day of November A. D., 1841 James L Ward

recovered against Joshua Mathiott

as well the sum of Eighty one dollars and Seventeen cents, for his damages, as the sum of $13.43 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 Mathiott

you cause to be made the damages and cost aforesaid with interest thereon from the third day of November A. D., 1841. until paid. Also, the sum of $ the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said James L Ward and Sara Mathiotts costs $17.72

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 2 Day day of July A. D., 1842

Attest: James H. Gill CLERK.

Union Com. Pleas

Joshua Mathiott

vs } Sub

Sat. L. Ward

Served by reading to the within named

Oct 29 1841.

N M Steele Sheff

Service 3 72

Mile 5

Filed Oct 30. 1841

James H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon P. B. Smith Eli Sandy Silas G. Strong

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 Joshua Mathiott

in a certain matter in controversy in our said Court depending: wherein Saml Mathiott is plaintiff, and Jas L. Ware 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 29th day of Oct 1841 A. D. 1841.

James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1840-CV-0099

Civil/Domestic Case

1840-CV-0099

located with

Supreme Court Case

1842-SC-0014

Civil/Domestic Case File

Case No. 1841-CV-0001

No. 41-CU-1

Union Common Pleas Court.

Alvazo Whitney Plaintiff,

AGAINST

Andrew Meigs, adm Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT

$117 60

Recorded & Indexed.

Journal 2 Page 309

Record No. 3 Page 479

Ex. Doc. Page

J H Gill

Union Com. Pleas

Alonzo Whitney
vs
Andrew Keyes Admr

Filed Jany. 21. 1841
Jas H Gill Clk
cost bill made
Recorded

Article of Aggrement made and entered into this twenty eth day of Jany. AD 1841 by Alonzo Whitney and Andrew Keyes administrator of the estate of Mary Wheeler Late of Union County Decd. Witnesseth that the said Alonzo Whitney and Andrew Keyes doth hereby agree to abide and perform the award of Norman Chipman Matthew Gooding and Harvey Burnham or any two of them and which Arbitrators have been chosen by said Alonzo Whitney and Andrew Keyes and approved of by John Capel one of the Judges of the Court of Common Pleas of Union County State of Ohio to award and determine all differences damages Claims & demands whatsoever both in law and equity now existing between them so far as relates to the Claims of said Alonzo Whitney against said Andrew Keyes Administrator of said estate soon said award be made in writing under the hands of said Arbitrators or any two of them and ~~ready to be~~ deliver said award or report to the Court of Common Pleas or the Clerk of said Court agreeable to law in Witness whereof we have hereunto set our hands & seals the day & year first above written

This is to Certify that I approve of the aforesaid Arbitrators John Capel
A. J. Jdg.

Andrew Keyes (Seal)
A. W. Whitney (Seal)

Atest Ralph Cherry

Union Com. Plea

Alonzo Whitney

vs

Andrew Vazes adm.

Filed Feb. 1. 1840

Jas H Gill Clk

J H Gill

Alonzo Whitney
vs
Andrew Reyes Administrator of the Estate of Mary Whaley Decd

The parties having ~~agreed~~ entered into an agreement in writing amicably to submit their cause to arbitration and chose Norman Chipman Matthew Gooding & Harvey Burnham who were approved by John Cossel one of the Judges of the Court of Common Pleas of Union County and filed the same with the Clerk of said Court

In pursuance of said submission the undersigned arbitrators met at the office of Andrew Reyes Esqr in the town of Millford in Union County the parties being present and having then and there taken upon ourselves the burden of said submission Being duly sworn by David Burnham Justice of the peace of said County heard the proofs and alligations of said parties and do hereby make and publish the following as their final award in the said premises and we do adjudge order and award that Alonzo Whitney recover of Andrew Reyes Administrator of said estate the sum of one hundred & seventy seven dollars and sixty five cents in Witness whereof we have hereunto set our hands and seals this twenty sixth day of January in the year of our Lord one thousand eight hundred and forty one

Norman Chipman {Ls}
M. Gooding {Ls}
H. Burnham {Ls}

Attest

Alonzo F. Whitney
vs
Andrew Keyes
Administrator of the
Estate of Mary Wheeler
Deceased

Action of Debt in account
items amount to $190

Arbitrators Norman Chipman
Matthew Gooding & Harvey Burnham
approved by John Cogswell, Judge

Civil/Domestic Case File

Case No. 1841-CV-0002

No. 41-cv-2

Union Common Pleas Court.

Mortimore Bentley
Plaintiff,

AGAINST

James January,
Defendant.

NOV TERM 1841

Nonsuited.

Journal 2 Page 330

Record No. 3 Page 5-27

Ex. Doc. Page

Hudson Com Pleas

Mortimer Beatty
vs Ejm for cap
Jas January
Filed Feb. 8. 1845
James H Tiebbe

Mortimer Bentley
vs.
James January

In Assumpsit.
Damages $125,00

The Clerk will issue a Capias ad respondendum returnable at the next Term. Endorse "Suit brot on a parol Contract binding Deft. to pay to Plaintiff, of the price of land sold by plaintiff for Defendant, the whole of cap over fifty Cents per acre."

Hold to bail in the sum of Two Hundred and Twenty five Dollars.

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

February 8th A.D. 1841.

Otway Curry Atty for Plff.

The above named Mortimer Bentley makes oath and says that the above named James January is truly and justly indebted to this deponent in the sum of One Hundred and Twelve Dollars, upon the Contract set forth in the above precipe; and that the said James January is about to remove his body out of the jurisdiction of this Court.

M Bentley

Sworn to and subscribed before me this 9th day of Feb. 1841

Jas. H. Lieblk

Mich Com pl Court

Mortimore Bentley

vs Z. Bond

Ia. January

250 $

Filed March 19. 1841

James H. Gill Clerk

Cost tax made

Recorded

Know all men by these presents that we James Jannany & James W Evans are held and firmly bound unto Wm W Steele Sheriff of the County of Union in the sum of Two hundred and fifty dollars to be paid to the said Sheriff his Executors Administrators or assigns for which payment well and truely to be made we do here by Jointly and severally bind ourselves our heirs executors & Administrators sealed with our seals and dated this 18th day of March A D 1841. The Condition of the above obligation is such, that if the above bound James Jannany do appear before the Court of Common Pleas of the County of Union at the Court House in said County on the first day of their next term or on the succeeding days to answer to Mortimore Bentley in a plea of assumpsit and pay all sums that may be awarded against the said James Jannany in said Action, then this obligation to be void otherwise to remain in full force & virtue in law

James Jannany {Seal}
James W. Evans {Seal}

J.

Union Com. Pleas

Mackinnon Rusty
vs } Cap. Res.
James January

Served by arresting the body of James January & taking bonds for his appearance with J W Evans in the sum of 250 $ W W Stock Shff

Service	35
Mileage	05
Bond	50
	90

Filed March 19. 1841
Thos. H. Gill Clerk

Suit - Brought on a promissory contract
Creditor Defendant - Copy of the
writ of Plaintiff - Copy of the
Declaration by Plaintiff for
the whole Cause of
fifty cents for one
Alias Cury also for
Pltff

The State of Ohio Union County ss.
To the Sheriff of said County Greeting
We command you to take James Ramsay if he may be found in your Bailiwick and him safely keep so you have him before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next June to answer unto Mathew Bentley in a plea of assumpsit damage $125.00. Hold to Bail in the sum of two 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 8th day of February A.D. 1841

James H. Gill Clk

Civil/Domestic Case File

Case No. 1841-CV-0003

Civil/Domestic Case

1841-CV-0003

located with

Supreme Court Case

1842-SC-0010

Civil/Domestic Case File

Case No. 1841-CV-0004

NOV TERM 1841

No. 41-CV-4

Union Common Pleas Court.

John Peck
Plaintiff,

AGAINST

Jesse Maize et al
Defendant.

NOV TERM. 1841

Judg vs Defendts.
$109 50

NOV TERM 1841

Journal 32 Page 343

Record No. 13 Page 570

Ex. Doc. 1 Page 236

Union Com Plea

John Dick

vs

Jesse Maize

Wm Evans &

Leander Stone

Filed Feb. 24. 1841

Jas H Gillett

John Deck
vs.
Jesse Marze,
Wm Evans,
and
Leander Stone

Union Common Pleas.
Assumpsit: Damages $200,00

Issue a summons, returnable at next term. Endorse — "Suit brought on a promissory note for One hundred Dollars, dated June 2nd 1839, payable on or before the first day of April next thereafter, to Austin Goodrich or bearer, and by him delivered to plaintiff; — Also, for goods sold and delivered, work and labour done, money lent and advanced, paid, laid out, and expended, had, and received; and upon an account stated."

Otway Curry
Atty. for plaintiff.

James H. Gill Esq. Clk
February 23rd 1841.

Issue against Defts. Evans & Stone, to Sheriff of Delaware County.

Union Com. Pleas

John Deck

vs

Jesse Maize
Wm Evans &
Leander Stone

Served by delivering Copy to
Jesse Maize — Wm Evans &
Leander Stone not found

Service	35
Copy	15
Mileage	05
	55

W M Steele Sheriff

Filed Feb. 24. 1841
Nat. H. Eichelberger

Suit — Debt on a promissory note for one hundred dollars dated June 2nd 1839 payable on or before the first day of April next thereafter to Austin Goodrich or bearer and by him delivered to Plaintiff also for goods sold and delivered, work and labor done money lent and advanced paid laid out and expended. had & received and upon an account stated

Otway Curry
Atty for plaintiff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Jesse Maize Wm Evans & Leander Stone

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 John Deck

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 24 day of Feb A.D. 1841

Jas H. Gill CLERK.

December the 3d 1841

Know all men by these presents that I John Deck do hereby agree to lay the process in the hands of Otway Curry Esqr for collection against Jesse Moore William Evans and Leander Stone for the term of six months after the date of this agreement for the consideration of five Dollars in hand paid

Given under my hand John Deck

Day and Date first above written

Union Com. Pleas

John Deck

vs

Jesse Maize
Wm Evans &
Leander Stone
Filed March 20. 1841
Summons & Ret'd

Served on Leander Stone & William Evans by leaving copies of the writ with at the several places of abode March 8th 1841 Jesse Maize not found within my Bailiwick

P. Barrett Sh'ff
D. C.

Serv + ret. 55
Fraudy 75
2 Copies 50
$1.80

P. Barrett Sh'ff

Suit brot on a promissory note for one hundred dollars dated June 2nd 1839 payable on or before the first day of April next thereafter to Austin Goodrich or bearer and by him delivered to plaintiff also for goods sold and delivered, work and labor done, money lent and advanced, paid laid out and expended had and received, and upon an account stated.

Otway Curry atty
for Plff

State of Ohio, Union county, ss:

To the Sheriff of ~~said~~ Delaware County, Greeting.

We Command you to summon Seper Maize Wm Evans & Leander Stone

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

John Deck

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 24th day of Feb. A.D. 1841

James H. Gill CLERK.

And in One Hundred Dollars for money then and there laid out and expended by the plaintiff for the use of the Defendants, at their request:

And in One Hundred Dollars for money then and there had and received by the Defendants, for the use of the plaintiff:

And in One 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 on the 4th day of July 1849, in consideration of the premises respectively promised the plaintiff to pay to him the said several last mentioned sums of money, on request: Yet the Defendants have disregarded their last mentioned promises, and have not, nor have either of them paid any of the said several last mentioned sums of money or any part thereof: To the damage of the plaintiff Two Hundred Dollars; and thereupon he brings his suit; &c.

By Otway Burns, his Atty.

John Beck
vs.
Jesse Mauze,
Wm Evans, &
Leander Dom.

NCarr.

Filed May 20, 1841
Thomas B. Littlejohn
$109.55
assignee, insolvent
Recorder

Court of Common Pleas,
Union County, ss. April Term, A. D. 1841.

John Deck complains of Lefse Maze, Wm Evans, and Leander Stone in a plea of Assumpsit, for that whereas the said Lefse Maze Wm Evans, & Leander Stone, on the 2nd day of June 1839 at Delaware County, to wit: at the County of Union, made their promissory note in writing, and delivered the same to Austin Goodrich, and thereby promised to pay to the said Austin Goodrich, or bearer, One Hundred Dollars, on or before the first day of April next thereafter, which period has now elapsed; and the said Austin Goodrich then and there delivered, transferred, and assigned the said note to the said John Deck, who then became, and was, and is the lawful bearer thereof; and the said Lefse Maze, Wm Evans, and Leander Stone, in consideration of the premises, then promised to pay the amount of the said note to the said John Deck according to the tenor and effect thereof: Yet the said Lefse Maze, Wm Evans, and Leander Stone have disregarded their promises, and have not, nor have either of them, paid the said sum of money, or any part thereof; to the damage of the said John Deck [illegible] and [illegible] dollars; [illegible] &c.

And whereas also the said Lefse Maze, Wm Evans, & Leander Stone on the 2nd day of June 1839, at the place specified in the above Count, were indebted to the said John Deck in the sum of One Hundred Dollars for the price and value of goods then and there sold and delivered by the plaintiff to the Defendants at their request:

And in One Hundred Dollars for the price and value of work and labour then and there done by the plaintiff for the Defendants at their request:

And in One Hundred Dollars for money then and there lent and advanced by the plaintiff to the Defendants, at their request:

And in One Hundred Dollars for money then and there paid by the plaintiff for the use of the Defendants, at their request:

Date of Judgment

Dick
vs
Marye et al

Union Common Pleas
March 2. 1841

Union Court Pleas

John Deck

~

Lessee Marye et al

Judgement $109.55
Cost 11 05
Increase 7.39
This writ 41

Filed Oct 29. 1845
John Cassil Clk

Satisfied 21st 1847
entered

Plaintiff to the within Court Pleas the lands have discovered to be duly authorized to bring ejectment as land which the Plaintiff claims in the Right of his wife

Fees	80
Writ fees	2.50
Ex fees	25
Sheriff	25
Return	25
	2.55

H. Hoffman
Pltff

THE STATE OF OHIO, UNION COUNTY, SS. Delaware.

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

We hereby command you to expose to sale those lands and tenements of Jessee Maize Mr Evans & Leander Stone viz: The undivided half of the South half of Lot No 9. 4 & Township 20. Range M.S. Military Lands in Delaware County Ohio, it being all of said lot South of the road leading from Scioto River to the Whetstone through said lot Containing 50 acres

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy John Deck the sum of

One Hundred Nine dollars and Five cents,

for his damages, together with $ 11 05 for his costs, with interest thereon from the Third day of Nov A. D. 1841 until paid; which late in our said Court the said John Deck recovered against the said Jessee Maize Mr Evans & Leander Stone as of record is manifest. Also $ 7. 39 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 John Deck

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 20th day of Sept.

A. D. 1845.

John Cassil CLERK.

Ext Doc. No 1. Page 114

John Deck

vs

Jesse Mauze

Damages	$109.55
Costs	11.05
Increase	3 17
This writ	41
Total	$124 18

Interest From Nov 3d 1841

Filed Aug 19. 1845
John Cassil Clk

Recorded
This July 3th 1845
Z. Horn

Comes the Cause & tenants within named to be appeared & the parties of the one demanded demanded of Delaware County Ohio Not Fole for Court of Trial

Bills	57
Appearance	1.50
Fees Clerk	100
Sheriff	1.00
Entry	20
Entry	35
	4.55

T. Chase Sheff Del. Co.

THE STATE OF OHIO, UNION COUNTY, SS, Delaware.

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

We command you to expose to sale those Lands and Tenements of Jessee Maize Wm Evans and Leander Stone viz The undivided half of the south half of lot No 9 - 4th Dr. 4th Township 20th Range ~~W~~ S. Military Land in Delaware County Ohio It being all of said Lot South of the road leading from Scioto river to Whetstone river through said Lot, containing 50 acres more or less, with the improvements

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 Beck

the sum of One hundred and Nine dollars and Fifty Five cents, for his damages, together with $ 11.05 for costs, with interest thereon from the 3 day of November A. D. 184 j until paid, which late in our said Court the said John Beck recovered against the said Jessee Maize Wm Evans & Leander Stone as of record is manifest. Also, $ 3.17 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 John Beck.

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.

Docket No 1 Page 114

John Jack

v

Jesse Maize

Wm Evans &

Leander Stone

Damages $	$109.55
Costs	11.05
Increase	1.51
Int	40

Filed Nov 8th 1842

John Capel Clk

by L.T.

Recd Sept 2d 1842

Sum	35
Dealing	40
	75

No person having made on the following described real estate to satisfy the unexhausted half of the benefit half of Lot No 8 4th Range 20th Township 20th Range military lands in Delaware County Ohio it being all of said lot lying to the ~~East~~ West of the road leading from Delaware to the Worthington road through said lot containing fifty acres more or less with the improvements thereon not offered for sale for want of bids for 2d 1842

Bentley Cotts

P. Bennett Shff

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30 day of Nov. A. D., 1841 John Dick

recovered against Jesse Maize Mr Evans & Leander Stone

as well the sum of one hundred and nine dollars and 55/100 cents, for his damages, as the sum of $ 11.05 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~~ Jesse Maize Mr Evans & Leander Stone

you cause to be made the damages and cost aforesaid with interest thereon from the 30 day of Nov A. D., 1841. until paid. Also, the sum of $1.51 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said John Dick

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 1st day of September A. D., 1842

Attest: James H. Gill CLERK.

Ex. docket No 1. Page 114

John Doe

/

Seth Maize
Wm Evans &
Leander Stone

Damages $109.55
costs 11.05
Increase .81
writ .35

Filed April 26. 1842
James H. Gillespie Clerk

No goods chattels lands or tenements found on which to levy this writ
April 11th 1842
P. Burnham
Sheriff

Return -- .35
Trading -- .40
.75

Recd Dec. 25th 1841
P. Burnham Sheriff

The State of Ohio, Union County, ss:

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

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

recovered against Pope Maize Wm Evans & Leander Stone

as well the sum of one hundred and nine dollars and fifty five cents, for his damages, as the sum of $11.05 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 Pope Maize William Evans & Leander Stone

you cause to be made the damages and cost aforesaid with interest thereon from the third day of Nov. A. D., 1841. until paid. Also, the sum of $.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 John Doak

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 22nd day of December A. D., 1841

Attest: James H. Gill CLERK.

Ed Doc. Vol. Page 114

John Deck

v

Lefe Maizd et al.

Damage	$109.55
costs	11.05
cost	.41
	$121.01

Recd this writ Dec 16. 1841
No property found whereon
to levy Dec 18. 1841
W W Stuck Sheriff

Serv — .35
Mile .05

Filed Dec. 18th 1841
Pat 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 third day of November A. D, 1841 John Dock

recovered against Jesse Maize Wm Evans and Leander Stone

as well the sum of one hundred and nine dollars and fifty five cents, for his damages, as the sum of $11.05 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 Jesse Maize Wm Evans and Leander Stone

you cause to be made the damages and cost aforesaid with interest thereon from the third day of November 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 John Dock

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 December A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0005

No. 41-CV-5

Union Common Pleas Court.

Samuel B Johnson
Plaintiff,

AGAINST

Smith Brown
Defendant.

APR TERM. 1842

DECREE FOR PLAINTF

Journal 3 Page 27

Record No. 3 Page 55-8

Ex. Doc. Page

Ira Ackerman's service of this Ejectment Declaration
March 16. 1841.
Smith Brown
Charles Miller

John Doe,
Ex. dem.
Samuel B. Johnson
vs.
Richard Roe.

In Ejectment

Served by Copy on Smith Brown & Charles Miller
March 16. 1841.
Wm W Sleek Sheriff

Service — 35
Mileage 95
Copies — 1.00
2.30

Filed March 18. 1841
Jas. H. Gillette
costbill made
Recorded

Union County, Jo. } Court of Common Pleas.

John Doe complains of Richard Roe, for that Samuel B. Johnson on the 10th day of March A.D. 1841, at the County of Union aforesaid, had demised to the said John, the following lands and tenements, to wit:— a certain tract of land containing four hundred acres, patented to Samuel B. Johnson on the 25th day of February A.D. 1841, situate in the County of Union, State of Ohio, in the Virginia Military District, on the waters of Mill Creek, bounded and described as follows: viz. Survey No. 14497. Beginning at a stake from which an Elm sapling marked S. bears north fifty degrees east twenty eight links, northwesterly corner to Duncan McArthur's Survey No. 6563, & 6576; Thence south eighty four degrees east with the line of said Survey two hundred and fifty two poles to a stake, from which a sugar tree bears north thirty nine degrees west seventy five links, and a white oak north sixty eight degrees west one hundred and eleven links; Thence north six degrees east two hundred and fifty two poles and twenty links to a hickory, Ironwood, and Beach; Thence north eighty four degrees west two hundred and fifty two poles to two beeches, a sugar and dogwood; Thence south six degrees west two hundred and fifty two poles and twenty links to the beginning;— and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten outhouses, ten yards, ten gardens, One hundred acres of arable land, one hundred acres of meadow land, One hundred acres of pasture land, One hundred acres of woodland, One hundred acres of land covered with water, and One hundred acres of other land, with the appurtenances, situate in the County of Union aforesaid:— To have and to hold the same to the said John from the 10th day of March, in the year aforesaid for and during the term of three years thence next ensuing. By virtue of which demise the said John entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid: And the said John being so thereof possessed, the said Richard afterwards, to wit: On the 12th day of March 1841, with force and arms, entered into the said tenements with the appurtenances and ejected the said John therefrom, and then

wrongs to the said John then and there did; to his damage ten dollars:

And therefore he sues, &c.

By Otway Curry, his Atty.

To Messrs. Charles Miller,
and Smith Brown,

Sirs:

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

Richard Roe.

March 15th 1841.

John Doe Ex Dem
H B. Johnson
vs
Charles Miller
Smith Brown

Consent Rule

Ejectment

Filed Nov. 3. 1841
Jas. H. Gillette

Halt for Defts

John Doe Ex dem
Samuel B Johnston
vs
~~Richard Roe~~
Charles Miller &
Smith Brown

To April Term AD 1841

And the said Defts come & confess the lease entry and ouster in the said Declaration mentioned and admit themselves to be in possession of the premises described in said Decl mentioned and for plea say that they are not guilty of the trespass & Ejectment in the said declaration ~~mentioned~~ & alleged against them and of this they put themselves upon the country & the said John Doe doth the like

By A Hall their Atty

Civil/Domestic Case File

Case No. 1841-CV-0006

Civil/Domestic Case

1841-CV-0006

located with

Supreme Court Case

1842-SC-0023

Civil/Domestic Case File

Case No. 1841-CV-0007

No. 41-CV-7

Union Common Pleas Court.

James Galliway
Plaintiff,

AGAINST

Edwin G Converse
Defendant.

NOV 1841

Discontinued

No Record.

Journal 2 Page 327

Record No. Page

Ex. Doc. Page

I acknowledge myself security for costs in this suit on behalf of the Pltff.

Apl.
1841

Amicus Curiae. Plas.

Thos. Galloway &c

vs

Edwin L. Conway

Filed April 5. 1841

Chas Ma. Leo Clerk

James Galloway
vs } In Assumpsit — Damages $500.
Edwin G. Converse

To the Clerk of the Court of Com Pleas Union County Ohio.

Issue a Summons returnable at the first Term 1841. — Endorse "Suit brot on Note of hand given by Deft. to Pltff. for $256.30, dated 13th June 1839. Also for money lent, paid out & expended, had & received &c &c

Marysville Apl. 7th 1841 }

Albt Galloway
Pltffs Atty

Union Com. Pleas

Thos. J. Galloway Jr

vs

Edwin S. Converse

~~Demand~~ Judgment for Costs

Levi Phelps

Served by leaving a certified copy at the residence of Edwin S. Converse Apl 12, 1841. W. W. Steele Shff

For Service	35
Mileage	50
Copy	15
	1,00
	16

Apl. 1841

W. W. Steele Shff

Filed April 13. 1841

Thos. W. Lee Clk

Rec'd my fees W. W. Steele

Sent bro'n notes of hand given by deft to Pltff for $256.30 dated 13th June 1839 also for money lent paid laid out and expended, had & Recd &c. Abl. Galloway Atty for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Edwin G. Converse

on the first day of next Term to appear ~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Nat. Galloway Jr

in a plea of assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

James H. Gill **CLERK.**

Clerk fee $1.81½
Sheriff 1.16
Docket fee 2.50
$5.47½

Amt paid by Deft
June 25, 1841 $4.50

Rec'd of J. H. Gill Clk
1/2 Docket fee in this
suit
Augt 18th 1841 Abl: Galloway

Union Co: Com Pleas

James Galloway

vs } Nar. in Assumpsit.

Edwin G. Converse

Filed Apl 17, 1841
Thomas H. Gill Clk

Abl: Galloway

of them not any part thereof altho' often requested
& the claim of the plaintiff have hundred dollars
& therefore he brings suit by his attorney
Abl: Galloway

State of Ohio Union County Court of Comm:
Pleas of the Term of April 1841 —

James Galloway complains of Edwin G. Converse in a plea of Assumpsit for that Whereas the Said Edwin G. Converse on the 13th day of June 1839 at the town of Marysville Union County Ohio, made his promissory note in writing & delivered the same to the Said James Galloway, & thereby promised to pay to the Said James Galloway, Two hundred and fifty six dollars & thirty Cents on the 13th day of June 1839, which period has now elapsed, & the Said Edwin G. Converse then & there in consideration of the premises, promised to pay to the Said James Galloway the amount of the Said Note according to the tenor & effect thereof:

And also for that Whereas the Said Edwin G. Converse on the 13th day of June 1839 at the town of Marysville Union County Ohio, was indebted to the Said James Galloway in Two hundred & fifty six dollars and thirty cents for money then & there lent by the plaintiff to the defendant at his request: And in Two hundred & fifty Six dollars & thirty cents for money then & there paid by the plaintiff for the use of the defendant at his request: And in Two hundred & fifty Six dollars & thirty cents for money then & there received by the defendant for the use of the plaintiff: And in Two hundred & fifty Six dollars & thirty 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 first day of January 1841, in consideration of the premises then & there promised to pay to the plaintiff the Said Several sums of money on request. Yet he hath disregarded his promises & hath not paid the Said Several sums of money nor Either

of

Civil/Domestic Case File

Case No. 1841-CV-0008

No. 41-CV-8

Union Common Pleas Court.

James Galloway
Plaintiff,

AGAINST

Thomas Herd,
Defendant.

NOV 1841

Judg vs Defendt

Journal 2 Page 339

Record No. B Page 307

Ex. Doc. Page

I acknowledge myself security for costs in this suit on behalf of the Pltff

April 1841 }

Mecklenburg Cnty, Plas

James Calloway Jr

vs Subpoena

Thomas Moore

Filed April 28. 1841

James H. Coleman Clk

James Galloway Jr

vs In Assumpsit — Damages $200.

Thomas Herd

To the Clerk of the Court of Com: Pleas of Union County Ohio.

Issue a Summons, returnable at the first Term 1841 — Endorse "Suit brot on Note of hand given by Deft. to Pltff. for One Hundred dollars dated 30th December 1837, Also for money lent, paid out & expended, had & rec^d &c &c

Apl. 7th 1841

Abl Galloway
Atty for Pltff

Union Com. Pleas

Thos Galloway Jr

vs } Summons

Thomas Hill

Good for Costs

Levi Phelps

Served by giving deft

Thos Hill a Certified

Copy — W M Steele Sheff

Service — 35

Mileage — 60

Copy — 15

1.10

Wm M Steele Sheff

Filed April 13. 1860

Jas W Gillelen

Suit brought on Note of hand given by Defdt to Plff for one hundred dollars dated 30th December 1857 also for money lent & paid out & expended have & Recd S.C. Abbott Sollicitor for Plff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Thomas Reed

to appear on the first day of 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 James Galloway Jr

in a plea of assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

James H. Gill **CLERK.**

Thomas Hall's note
$100. Due 20th
Dec. 1838.

Union Co.

Sued upon
Apl. 1841 —

$100

One year after date I promise to pay to James Galloway jr or order One hundred dollars with lawful interest from the date hereof for value received this 30th day of December 1837

Thomas Herd

either of them, nor any part thereof altho' often requested: To the damage of the Plaintiff Four Hundred dollars & therefore he sues by his Atty

Albt Galloway

Union Co: Com Pleas

James Galloway Jr

vs 3 Nar. in Assumpsit

Thomas Herd

Filed Apl 17. 1841

James McCullough

$123.

cost bill made

Recorded

Albt Galloway

State of Ohio Union County Court of Com Pleas
of the Term of April 1841

James Galloway Jr. Complains of Thomas Herd in a plea of Assumpsit for that Whereas the Said Thomas Herd on the 30th day of December 1837 at Xenia, to wit at the County of Union, State of Ohio, made his promissory note in writing, & delivered the Same to the Said James Galloway Jr. & thereby promised to pay to the Said James Galloway Jr. or order, One hundred dollars with lawful interest from date, ~~payable~~ One year after the date thereof, which period has long since elapsed, & the Said Thomas Herd then & there in consideration of the premises, promised to pay the amount of the Said Note together with the lawful interest thereon to the Said James Galloway Jr. according to the tenor & effect thereof:

And also for that Whereas the Said Thomas Herd on the 30th day of December 1837 at Xenia to wit at the County of Union, & State of Ohio, was indebted to the Said James Galloway Jr. in One Hundred dollars for money then & there lent by the plaintiff to the defendant at his request: And in One Hundred dollars for money then & there paid by the plaintiff for the use of the defendant at his request: And in One Hundred dollars for money then & there received by the defendant for the use of the plaintiff: And in One Hundred dollars 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 first day of January 1841, 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 paid the Said Several Sums of money, nor

Ex. Docket page 413

James Galloway
vs
Thomas Aird.

Damages	$123	00
Costs	8	78½
Writ		41
Service	$0	35
Milege		1.00
Bond		50
Seay		35
advertising		25
	$2,45	
printers fee	1.00	

Wm McRobinson
Sheriff

Filed October 14. 1846
John Cassil Clerk

Recorded

Received this writ Sept 8th 1846. Served Sept 19th 1846 on one Iron Horse Wagon & 2 Sets of Keys. and took Bonds for the delivery of said goods & chattels in the sum of one Hundred Dollars. Signed by the defendant & James McGlory advertised the above goods & chattels in the Chillicothe Gazette at the residence of the defendants on the 10th day of Oct at 2 P.M. Between the hours of 10. o'clock A.M. & 4 o'clock P.M. Oct 10th 1846. To sale for warrant of Bidders — —

Wm McRobinson Sheriff

Advertised

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 3d day of November A. D. 1841.

James Galloway Jr.

recovered against Thomas Herd

as well as the sum of One Hundred & twenty three dollars ~~and~~ ~~cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents for~~ his damages as also the sum of $ 8,78 1/2 for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Thomas Herd

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the 3d day of November A. D. 1841, until paid: also the sum of $ 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 Galloway

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 8th day of September A. D. 1846.

John Cassil Clerk

Civil/Domestic Case File
Case No. 1841-CV-0009

No. 41-CV-9

Union Common Pleas Court.

James Galway
Plaintiff,

AGAINST

James McIlroy
Defendant.

NOV 1841

Judg. vs Deft.

Journal 2 Page 340

Record No. 3 Page 509

Ex. Doc. Page

Macon Co: Com: Pleas

James Galloway Jr

vs } Nar. in Assumpt

James McGlory

Filed Apl 17. 1861
James McGillell

$369.00

cost bill made
Recorded

Albert Galloway

State of Ohio, Union County Court of Common Pleas of the Term of April 1841 —

James Galloway Jr complains of James McIlroy in a plea of Assumpsit for that whereas the said James McIlroy on the 4th day of December 1837, at the County of Union & State of Ohio, made his promisory note in writing, & delivered the same to the said James Galloway Jr, & thereby promised to pay to the said James Galloway Jr or order, Fifty dollars one day after the date thereof which period has now elapsed, & the said James McIlroy then & there in consideration of the premises, promised to pay to the said James Galloway Jr the amount of the said note according to the tenor & effect thereof.

And also for that whereas the said James McIlroy on the 4th day of December 1837 at the County & State aforesaid made his certain other promisory note in writing & delivered the same to the said James Galloway Jr, & thereby promised to pay to the said James Galloway Jr or order Fifty dollars, on or before the first day of April 1838, with interest from date, which period has now elapsed, & the said James McIlroy then & there in consideration of the premises, promised to pay to the said James Galloway Jr the amount of the said note, according to the tenor & effect thereof.

And also for that whereas the said James McIlroy on the 4th day of December 1837 at the County and State aforesaid made his certain other promisory note in writing & delivered the same to the said James Galloway Jr, & thereby promised to pay to the said James Galloway Jr or order One Hundred dollars on or before the 25th day of December 1838, (with lawful interest from the date thereof), which period has now elapsed, & the said James McIlroy

then & there in consideration of the premises, promised to pay the amount of the said Note to the said James Galloway Jr, according to the tenor & effect thereof

And also for that Whereas the said James McIlroy on the 4th day of December 1837 at the County & State aforesaid made his certain other promissory Note in Writing & delivered the same to the said James Galloway Jr, & thereby promised to pay to the said James Galloway Jr or order one hundred dollars on or before the 25th day of December 1839, (with legal interest from the date thereof) which period has now elapsed, & the said James McIlroy then & there in consideration of the premises, promised to pay to the said James Galloway the amount of the said Note according to the tenor & effect thereof.

And also for that Whereas the said James McIlroy on the 4th day of December 1837 at the County of Union & State of Ohio, was indebted to the said James Galloway Jr in Three Hundred dollars for money then & there lent by the plaintiff to the defendant at his request: And in Three hundred dollars for money then & there paid by the plaintiff for the use of the defendant at his request: And in Three hundred dollars for money then & there received by the defendant for the use of the plaintiff: And in Three hundred dollars for money then & there found to be due from the defendant to the plaintiff on an account stated between them.

And Whereas the defendant afterwards on the first day of January 1841, 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 paid the said several sums

of money nor either of them, nor any part thereof altho' often requested: To the damage of the said Plaintiff Five Hundred dollars & therefore he brings this Suit by his Attorney.

Albt. Galloway

Ex Docket No 1. Page 122

James Galloway &c

v

James McKlary

Costs $9.14 p
writ

Rec^d $5.56/100 March
15. 1842
N W Steel Shff

Serv 35
Writ .60
Filed April 27. 1842
Sat H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D, 1841 James Galloway Jr

recovered against James McKeey

as well as the sum of three hundred and sixty nine dollars and cents, for his damages, as the sum of $9.14¼ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James McKeey

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the third day of November A. D., 1841, until paid. Also, the sum of $6.41 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 22nd day of February A. D., 1842

Attest: J. H. H. Gill CLERK.

Received this writ Sept 8th 1846 - and Served Sept 19th 1846 - on 20000 (Twenty Thousand) Brick in the kiln and took Bonds for the delivery of said Brick in the Sum of one Hundred Dollars signed By the Defendant & Thomas Reed - advertised the above Sale & chattels in the courts for Sale at the residence of the defendants on the 10th day of Oct A.D. 1846 - No Sale for want of bidders

Wm M Robinson Sheriff

Ex Docket No page 247

James ~~McGalloway~~

vs

James McGlray

Damages	$369 00
Costs	9 14½
Mercer	1 36
Writ	41

Service	$0 35
Milege	1.00
Bond	50
Levy	35
advertising	25
	$2,45
printers fee	1.00

Wm M Robinson
Sheriff

Filed October 14. 1846
John Cassil Clerk

Recorded

advertised

The Defendant promised receipts from Plaintiff as follows to wit

Receipt for one hundred Dollars dated November 15th 1841
Receipt for Eighty Dollars dated March 28th 1843
Receipt for one hundred & Three Dollars Sept 3rd 1844
Receipt for Sixty Three Dollars dated Jan 7th 1844
Receipt for Ten Dollars dated June 20th 1846

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 third day of November A. D. 1841.

James Galloway Jr.

recovered against James McIlroy

as well as the sum of three Hundred and sixty nine dollars ~~and~~ ~~cents for~~ ~~debt~~, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ his damages as also the sum of $ 9.14½ for his 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 James McIlroy

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the third day of November A. D. 1841, until paid: also the sum of $ 1,30 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 Galloway

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 8th day of September A. D. 1846.

John Cassil Clerk

James McPhays
Note for $50.00
Due Dec. 5. 1837.

Sued upon
Apl. 1841

Filed Nov. 2, 1842.
John Cassil, Clerk pro tem

$50.00

One day after date I promise to pay to James Galloway jr or order fifty dollars for value received this 4th day of December 1837

James McBlroy

James W. Shoys
note for $100.00
Due 25 Dec. 1839

Sued on
apl. 1841

Filed Nov. 2, 1842.
John Cassil, Clk. p.t.

$100

On or before the 25th day of December 1839 I promise to pay to James Galloway jr or order One hundred dollars with legal interest from the date hereof for value received this 4th day of December 1837.

James McSlroy

James M. Shaigs
note for $100.
Dec 25 Dec. 1838.

Sued on
apl. 1841

Filed Nov. 2, 1842.
John Cassil, Clerk
p.t.

$100.

On or before the 25th day of December 1838, I promise to pay to James Galloway jr or order One hundred dollars with lawful interest from the date hereof for value received this 4th day of December 1837.

James McSlney

James McGhoys
Note $50.00
Due 1st April 1838.

Sued on
Apl. 1841

Filed Nov. 2, 1842.
John Cassil, Clk. pt.

$50.00

On or before the first day of April next I promise to pay to James Galloway jr or order fifty dollars with interest from the date hereof for value received this 4th day of December 1837.

James McSlucy

I acknowledge myself security for costs in this suit on behalf of the Pltff.

Apl. 3
1841

Union Com. Pleas

Wm. Galloway Jr
vs
3 pmnpe
James McAlroy

Filed April 8. 1841
Wm. W. Gill Clerk

James Galloway Jr

vs } In Assumpsit – Damages $500.

James McElroy

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

Issue a Summons returnable at the first Term 1841. – Endorse Suit brot on four Notes of hand given by Deft. to Pltff. viz two for $50 each, & two for $100. Each: all dated December the 4th 1837. – Also for money lent, paid out & expended, had & rec^d &c &c.

Marysville 8th April 1841

Albt Galloway
Pltffs Atty

Union Com. Pleas

James Galloway Jr
vs } Summons
James McIlroy
Good for Costs

Levi Phelps

Served by leaving a Certified Copy at the residence of James McIlroy Apl 12. 1841
W W Stockstill Shff

Suit brot on four notes of hand given by Deft. to plaintiffs two for $50. each and two for $100. each all dated December 6. 1837 also for money lent paid out and expended had and Recd.

Albert Galloway
atty for Plff

Service 35
Mile 60
Copy 15

Filed April 13. 1841
Nat McGee Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James McElroy to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Wm Galloway &c

in a plea of assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

Jas. H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0010

No. 41-CV-10

Union Common Pleas Court.

James Galliway
Plaintiff,

AGAINST

Andrew J Alden
Defendant.

NOV 1841

Judgment vs Defendt.

Journal 2 Page 339

Record No. 3 Page 506

Ex. Doc. Page

I acknowledge myself security for costs in this suit on behalf of the Pltff

April 3
1841 3

Union Com. Pleas

Thos. Galloway Pr
vs Z principe
Andrew S. Allen
Filed April 8. 1841
James M. Gill Clk

James Galloway

vs } In Assumpsit — Damages $600.

Andrew S. Alden

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

Issue a Summons returnable at the first Term 1841. Endorse, "Suit brot on note of hand given by defendant to plaintiff for Four hundred & nine dollars, dated June 8th 1840. Also for money lent, paid out & expended, had & recd &c."

Marysville Apl. 7th 1841 } Albert Galloway
Atty for Pltff

Union Com Pleas

Suit brot on note of hand given by defendant to plaintiff for four hundred and nine dollars dated June 8. 1840 also for money lent paid out and expended had and received &c

Albert Galloway
atty for Pltff

Albert Galloway Pltff
vs } Summons
Andrew S. Alden
Def for Costs

Levi Phelps

Served by delivering Andr S. Alden a Certified Copy Apl. 10 1841. Wm Steele Shff

Service —	85
Mileage —	35
Copy —	15
	85

Filed April 10. 1841
James H Gillette

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Andrew S. Alden to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Nat. Galloway Jr

in a plea of Assumpsit Damages Six hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

Nat. H. Gill CLERK.

Union Co: Com: Pleas

James Galloway

vs & Nar. in Assumpt

Andrew S. Alden

Filed Apl 12 1861

James H Lee Clk

$443.75

Cert bill made

Recorded

Albt Galloway

State of Ohio, Union County Court of Com Pleas
of the Term of April 1841 —

James Galloway complains of Andrew S. Alden in a plea of Assumpsit for that whereas the said Andrew S. Alden on the 8th day of June 1840 at Xenia Greene County Ohio, to wit at the town of Marysville Union county Ohio, made his promissory note in writing & delivered the same to the said James Galloway & thereby promised to pay to the said James Galloway or order, four hundred & nine dollars one day after the date thereof, which period has now elapsed, & the said Andrew S. Alden then & there in consideration of the premises, promised to pay to the said James Galloway the amount of the said note according to the tenor & effect thereof: —

And also for that whereas the said Andrew S. Alden on the 8th day of June 1840 at Xenia, to wit at the town of Marysville Union County Ohio, was indebted to the said James Galloway in Four Hundred & nine dollars for money then & there lent by the plaintiff to the defendant at his request: And in Four Hundred & nine dollars for money then & there paid by the plaintiff for the use of the defendant at his request: and in Four hundred & nine dollars for money then & there received by the defendant for the use of the plaintiff: And in four hundred & nine dollars 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 first day of January 1841 in consideration of the premises then & there promised to pay to the plaintiff the said several sums of money on request; yet he hath disregarded his promises & hath not paid the said several sums of money, nor either of them, nor any part thereof altho' often requested, to the damage of the plaintiff six hundred dollars, & therefore he sues by his Attorney —

Albert Galloway

A. S. Aldens note
$409.00 due
9th June 1840

Paid upon
Apl. 1841

$409—

One day after date I promise to pay to James Galloway or order four hundred and nine dollars for value received this 8th day of June 1840—

Andrew S. Allen

Ex. Docket page 463

James Gallaway

A. S. Alden

Dam.	$443 73
Cost	8 54½
Writ	41

Service - - -	$0 35
Milege - -	30
	65

Wm M Robinson
Sheriff

Filed October 14. 1846
John Cassil Clerk

Recorded

Received this writ Sept 8th 1846 —
No property found within to Serv
Wm M Robinson 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 third day of November A. D. 1841.

James Galloway jr. — — — — — — —

recovered against Andrew S. Alden — — — —

as well as the sum of four Hundred & forty three dollars and seventy three cents for his ~~debt, as the sum of~~ ~~dollars and~~ ~~cents, for~~ damages as also the sum of $ 8,54½ for his cost and charges in that behalf expended, as of record is mapifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said Andrew S. Alden

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the third day of November A. D. 1841, until paid: also the sum of $ 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 Galloway

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 8th day of September A. D. 1846.

John Cassil *Clerk*

Civil/Domestic Case File

Case No. 1841-CV-0011

No. 41-CV-11

Union Common Pleas Court.

James Galloway
Plaintiff,

AGAINST

James Castle,
Defendant.

NOV 1841

Judg vs Defendt,

Journal 2 Page 339

Record No. 3 Page 308

Ex. Doc. Page

Union Com. Pleas

Sol. Galloway Jr

vs } Summons

James Castle

Good for Costs

Suit brot on note of hand given by Deft to Pltff for $415.7/100 dated January 7. 1838 Also for money lent paid out & expended had & Recd &c

Albert Galloway
Atty for Pltff

Levi Philips

Served by ~~giving~~ leaving a Certified Copy at the residence of James Castle apl 12. 1841 J. M. Stuchshaff

Service 38
Mile 15
Copy 15

Filed April 13. 1841
Jas H Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James Castle to appear on the first day of next Term

to appear

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto James Galloway

in a plea of assumpsit Damages Seven hundred — Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

Jas. H. Gill CLERK.

I acknowledge myself security for costs in this suit on behalf of the pltff.

Apl 8th
1841

Minor Chase Plaintiff

Thos. Holloway Jr
vs
Thomas Lovett
Ex'd. Feb. 8. 1841
Thos W. Eric Atty

James Galloway Jr

vs

In Assumpsit — Damages $700.00

James Castle

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

Issue a Summons returnable at the first Term 1841 — Endorse "Suit brot on Note of hand given by Deft. to pltff for $475.00/100, dated January 9th 1838: Also for money lent, paid out & expended, had & rec^d &c

Apl. 8th 1841

Albt Galloway
Pltff's Atty.

James Castles note
for $475.00
Due 9 Jany. 1841.

Sued upon
Apl. 1841

$475

Three Years after date I promise to pay to James Galloway jr. or order four hundred and seventy five dollars with lawful interest from the date hereof for value received this 9th day of January 1838.

James Castle

For B. Simmons & G. Solomons survey No. 5267 - 200 acres.

Union Co: Com Pleas

James Galloway Jr

vs & Nan. in Assumpsit

James Castle

Filed Apl 17. 1861

James H Little Esq

cost bill made

Recorded

Albt. Galloway

I do Plaintiff on request, yet he hath desire=
garded his promises & hath not the said Several
sums of money nor either of them, nor any
part thereof altho' often requested: So the
damage of the said Plaintiff seven hundred
dollars & therefore he sues by his Attorney

Albt. Galloway

State of Ohio Union County Court of Com Pleas of the Term of April 1841 —

James Galloway Jr complains of James Castle in a plea of Assumpsit for that whereas the said James Castle on the 9th day of January 1838 at the County of Union & State of Ohio made his promissory note in writing & delivered the same to the said James Galloway Jr & thereby promised to pay to the said James Galloway Jr or order, Four Hundred & Seventy five dollars three years after the date thereof, (with lawful interest from the date thereof) which period has now elapsed, & the said James Castle then & there in consideration of the premises, promised to pay the amount of the said Note to the said James Galloway according to the tenor & effect thereof.

And also for that whereas the said James Castle on the 9th day of January 1839 at the County of Union & State of Ohio was indebted to the said James Galloway in Four Hundred & seventy five dollars for money then & there lent by the plaintiff to the defendant at his request: And in Four Hundred & Seventy five dollars for money then & there paid by the plaintiff for the use of the defendant at his request: And in Four Hundred & Seventy five dollars for money then & there received by the defendant for the use of the plaintiff: And in Four Hundred & Seventy five dollars 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 first day of January 1841, in consideration of the premises, then & there promised to pay the said several sums of money

Civil/Domestic Case File
Case No. 1841-CV-0012

No. 41-CU-12

Union Common Pleas Court.

David Parks
Plaintiff,

AGAINST

Moses Mitchell et al
Defendant.

NOV 1841

Judg vs Defendt,

Journal 2 Page 326

Record No. 3 Page 572

Ex. Doc. Page

Issued Nov 17. 1841
Jno H Gill Clerk

Parks
vs
Mitchell et al.

Issue Fi Fa

A. Halo Atty
atty for Plff

J. A. H. Gill Clk.
Union Co.

Union Com Pleas.

David Parks
vs
Moses Mitchell
Willson Reed

Filed Apl 14 1841
Jas W. Gill Clk

David Parks

vs

Moses Mitchell
& Wilson Reed

Amesbury.

Damages 200$

Issue Summons

Enclose suit bot on a promissory note given by Defts to Plff calling for $144.25 at ten percent interest. Due one day after date Dated July 8th 1840

also for goods sold & delivered money lent. money paid out &c. &c.

A Hall
Atty for Plff

To H Gill Clk

Union Com Pleas

David Parks
vs
Moses Mitchell
Willson Rees

Served by delivering a Certified Copy to each of the Defts
Apl 14. 1841
Wm N State
Sheriff

Service — 35
Copies — 30
Mileage 05

Filed Apl 14. 1841
Thos H. Gillette

Suit Brot on a promissory note & claim by Defts to Dfff. calling for $144.25 after the credits and one day after date, dated July 8. 1840.
Also for goods sold and delivered money lent Money paid out &c &c.

A. Hallett for
Dfff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon Moses Mitchell & Willson Reid

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 David Parks

in a plea of Assumpsit Damages two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 14th day of April A.D. 1840

Jas H. Gill CLERK.

on the 2d day of apl at the County aforesaid promised to pay sd several sums of money to Plff when thereafter requested so to do yet though often requested they have wholly neglected to pay the same or any part thereof to the damage of the Plff two hundred dollars & therefore bring their

N. Hall Atty
for Plff

David Parks
vs
Moses Mitchell
& Wilson Rind

Declaration

Filed April 15. 1841
Jas R Sitlington
Clk

Recorded

Hall for Plff

David Parks
vs
Moses Mitchell
& Wilson Reed

In Union Common Pleas
to Apl Term 1841.

David Parks complains of Moses Mitchell & Wilson Reed in a plea of assumpsit for that whereas the said Defts on the 8th day of July at Union County made their certain promissory note in writing & delivered the same to Plaintiff by which the said Defts jointly & severally promised to pay to the Plaintiff or order the sum of one hundred and forty four dollars and twenty five cents one day after the date thereof with interest at the rate of ten percent from the date thereof which time has now elapsed and the said Defts though often requested hath not paid said sum of money or any part thereof though often requested but have & do wholly neglect & refuse to pay the same to the damage of said Plaintiff two hundred dollars and therefore he sues.

And also for that whereas the said Defts were on the first day of Apl 1841 at the County aforesaid indebted to the Plff for goods sold & money lent & Plff to defts on request in the further sum of two hundred hundred dollars and in the further sum of two hundred dollars money found due from Defts to Plff on settlement then & there made between the parties.

And the said defts in consideration of the premises

Received on the
within Note Ten
Dollars this 24th
March 1841

One day after date we or Either of us promise to pay Darice Parkes or order the sum of One hundred and forty four Dollars and twenty five cents with Interest at the Rate of 10 per cent from date as witness our hands July 8th 1840 Moses Mitchell Jr

Wilson Reed

1.1111

144.250	144.25
14.40	14.40
4.80 3	4.80 3
[illegible]248	163.485

Union Common Pleas

David Barks
vs
Moses Mitchell
&
Wilson Reed

Damage —	$163,48
Cost — —	8,89½
mean	2,60
Writ — — — —	,41

Credit
March 28th 1842 $10,00
April 26 " " 49.12
$59,12

Recd this writ July 19. 1843
Retd by order of Pltff
without forth service
Oct 7. 1843. W. W. Steele Sheriff

Fees 35
Mile 25
$ .60

Filed October 9th 1843
John Cassil Clerk

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 third day of November, A. D., 1841 Davia Park

recovered against Moses Mitchell & Wilson Reid

as well the sum of one hundred & sixty three dollars and forty eight cents, for his damages, as the sum of $ 8,89¼ for his costs 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 want thereof, of the lands and tenements of the said Moses Mitchell & Wilson Reid

you cause to be made the damages and costs aforesaid with interest thereon from the third day of November A. D., 1843 until paid. Also, the sum of $ 2,60 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Davia Park

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 17th day of July A. D., 1843

Attest; John Cassil CLERK

1st Ex doc

Union Com pleas No. 103

David Parke

vs

Moses Mitchell &
Wilson Reed

Damages	$163.48
Costs	8.89½
Increase	3.20
Writ	.41

Recd March 28. 1842	$10.00
" April 26 ...	49.12
~~Sheriff for P~~	~~178~~

Cr. March 28. 1846 $4.67
" By Pltffs Recept in
full to Sheriff for
the Judgement. Costs
having been retained in the
payment of Apl 26. as above
this writ is satisfied in full
apl 1st 1844. W. W Steele Pltff

Filed April 9th 1844
John Capsil Clerk

9 Ex
3 Ex
2 Ex
1 Ex

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841 David Parke

recovered against Moses Mitchel and Wilson Reed

as well the sum of one hundred and sixty three dollars and forty eight cents, for his ——— damages, as the sum of $ 8,89½ for his ——— costs 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 chattles, and for want thereof, of the lands and tenements of the said Moses Mitchel and Wilson Reed

you cause to be made the damages and costs aforesaid with interest thereon from the third day of November A. D., 1841, until paid. Also, the sum of $ 3,20 the costs of increase on said judgement, and the accruing 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 David Parke

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 27th day of October A. D., 1843.

Attest: John Cassil

CLERK.

Ex. Docket No 1 Page 103

David Parks

v

Moses Mitchell &

Wilson Reed

Damages $163.48

costs 8.87½

writ .41

Recd this writ Nov. 7. 1841.

Recd ten dollars. March. 28. 1842

Recd Sept 26. 1842 $119.12

Returned by order of Plff

without further service

W M Clark Shff

Ser .55

Mil 25

Pon 1.08

$1.88

Filed Apl 27. 1842 1.78

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 third day of November A. D., 1841 David Parks

recovered against Moses Mitchell and Wilson Reed

as well the sum of one hundred and fifty three dollars and forty eight cents, for his damages, as the sum of $8.87½ 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 Moses Mitchell and Wilson Reed

you cause to be made the damages and costs aforesaid, with interest thereon from the third day of November 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 David Parks

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.

Civil/Domestic Case File

Case No. 1841-CV-0013

Civil/Domestic Case

1841-CV-0013

located with

Supreme Court Case

1841-SC-0006

Civil/Domestic Case File

Case No. 1841-CV-0014

No Record.

No. 41-cv-14

Union Common Pleas Court.

Norman Lupman
Plaintiff,

AGAINST

Stephen Dydart
Defendant.

AUG 1842

Discontinued

No Record.

Journal 3 Page 36

Record No. Page

Ex. Doc. Page

Union Com Pleas

N. Chipman

vs

Stephen Dysart

Praecipe

Filed Apl 14. 1841

Ja P Gill Clk

Norman Chipman
vs
Stephen Dysert

Union Com Pleas
April term 1841
Damages 25 - Dfs.

Clerk will issue a summons returnable forthwith and endorse "Suit Boot on Defendant's note of hand given to plaintiff October 21th 1839 for two hundred dollars and payable in one year after date also for goods sold and delivered &c"

By R B Lawrence
his atty

Suit brot on defendants note of hand given to plaintiff Oct 21. 1839. for two hundred dollars & payable one year after date also for goods sold and delivered &c by McDaniel & Atty.

Univ Compleas

Norman Chipman

vs

Stephen Dysart

Served by a Certified Copy apl 15. 1841

Wm W Stebbins Shff

Service — 35
Mileage — 15
Copies — 15

Filed apl 15. 41

J R Gill Cl

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Stephen Dysert

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 Norman Chipman

in a plea of Assumpsit Damages Two hundred fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 14th day of April A.D. 1841

Jas. H. Gill CLERK.

Union Com Pleas

Norman Chipman

vs

Stephen Dysert

Served by giving Deft
a Certified Copy
Apl 15. 1841 Wm Stul
Sheriff

Service — 35
Mileage — 15
Copy — 15

Filed April 15. 1841
Jas H. Gill Clk

Suit Brought on defendants note of hand
given to Plaintiffs Oct 21 1839 for two
hundred dollars & payable one year
after date, also for goods sold and
delivered &c by Wm C. Lawrence
his atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting,

We Command you to summon Stephen Dysert

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 Norman Chipman

in a plea of Assumpsit Damages Two hundred fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 14th day of April A.D. 1841

James H. Gill CLERK.

Mon Con Pleas

Norman Chipman
vs
Nathan Dysert

Filed May 21. 1841
James H. Lieblh

Clerks fee 1.62½
Sheriff fee 1.27
Judge 2.50
$5.41½

Cost bill made long ago

Cont. Nov. 4 (1841)
" Apl 2 1842

(Recorded)

AUG 1842

No Record.

State of Ohio
Mion County SS

Mion Com Pleas April term
1841.

Norman Chipman Com plains of Stephen Dysert in a plea of assumpsit damages for that whereas the said Stephen Dysert on the 21st day of October 1839 at the County aforesaid made his promisory note in writing and then and there delivered the same to the plaintiff and thereby promised to pay to the said plaintiff or bearer two hundred dollars in one year after date thereof which period has now elapsed and the said Stephen Dysert then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff according to the tenor and effect thereof yet the said Stephen Dysert has disregarded his said promises and has not paid the said sum of money to the plaintiff nor any part thereof to the damage of the plaintiff two hundred and fifty dollars and thereupon he brings suit &c by

D O Lawrence his atty

Civil/Domestic Case File
Case No. 1841-CV-0015

No. 41-CV-15

Union Common Pleas Court.

Stevens McLain
Plaintiff,

AGAINST

David R Sprague
Defendant.

NOV 1841

Decree for Pltf.

Journal 2 Page 329

Record No. 3 Page 522

Ex. Doc. Page

the 25th endorsed Served by reading fee $0.15
March 30th 1841 – 10th o'clock A M David R Sprague
Defendant failed to appear it is considered by me
that ~~the~~ Stephen McLain the plantiff to the
original Action Recover of Said David R Sprague
Surety the sum of fifty nine dollars thirteen cents
and his costs taxed at $0.52½ Execution Fi Fa
issued which was returned by John Hurly constable
April 6th 1841 endorsed no property found whereon to Levy fee mileage 0.05 & fees
April 13th 1841 It is suggested to me that
the Defendant hath Lands & Tenements
subject to levy & sale on Execution

I certify the above to contain a correct copy of
the proceedings had before in the above case
Given under my hand this 13th Day of April AD 1841
James Turner JP

Stephen McLain
vs
David R Sprague
Eli Lindy
Filed Apl. 14. 1841
Thos W. Sewell

59.13
6
2/3.54.78
6/1.77.4
29.5
2.06.9
7.13
6.19.7

5/10.2
4.25
5/5.87.1

State of Ohio } ss
Union County }

Justices Docket Entry.

Stephen McLain
vs
Eli Lundy
Debt $55 10
Justice cost summons 12½
Satisfac 10
Execution 25
Bail 25
Execution 25
this transcript 3 1/4
1.28 3/4

Suit brought on note Due twelve months from date Dated Sept 20th 1838 payable to Wm. Tharp or bearer
Amount $53.50
April 3th 1840 Summons issued Returnable on the 9th at 10th o clock A M which was Returned by A Marks constable April 6th 1840 endorsed served by reading fee 0 15

April 9th 1840 Defendant failed to appear it is considered by me that the plantiff recover of Defendant a Judgment by default for the sum of fifty five dollars & ten cents and costs of suit Execution Fi Fa issued April 14th 1840

In the suit of Stephen McLain against Eli Lundy I David R. Sprague do acknowledge my self Bail for Deff for Stay of execution in the sum of fifty dollars to be levied on my goods and chattles lands and tenements if de fault be made in condition following which is that the said Eli Lundy shall pay the above Debt and costs and costs that may accrue

David R Sprague

Taken signed and acknowledged before me this 16th Day of April 1840

James Turner JP

Dec 9th 1840 Execution Fi Fa issued which was Returned by John Hurly constable endorsed no property found whereon to levy

March 24th 1841 Scirafacias issued against Bail Returnable on the 30th at 10th o clock A M and Delivered to John Hurly constable which was returned on

Union Com. Pleas

Stephen McLain

vs } Lien Fad.

David R. Sprague

Served by delivering to David R Sprague a Certified Copy July 13. 1841

Wm W Steele Sheriff

Service — 35
Mil — 05
Copy — 30
70

Filed July 14. 1841

James H Lee Clk

Recorded

30
12
3000

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Stephen McLain on the 10th day of April A.D. 1840 recovered a judgment against Eli Landy before James Turner Esq one of the justices of the peace within and for the said County of Union for the sum of fifty five dollars and ten cents and costs of suit. and whereas David R. Sprague entered himself as bail for said Eli Landy upon the docket of the said Justice of the peace for the stay of Execution. and whereas also afterwards to wit on the 9th day of December A.D. 1840 Execution issued against the said Landy and was returned no property found. and whereas also afterwards to wit on the 24th day of March 1841 Scire Facias issued against said David R. Sprague. and on the 30th day of March 1841 the said Stephen McLain recovered judgment against the said David R. Sprague as Bail for the sum of fifty nine Dollars 13/100 and costs $0.52 upon which said Judgment an Execution was issued by the said James Turner and returned no property found whereon to levy. And it having been suggested to the said James Turner that the said David R. Sprague 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. You are therefore commanded to make known to the said David R. Sprague 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 what our said Court shall then and there in consideration of him in that behalf and have you then there this writ

Witness James H. Gill Clerk of said Court

this 12th day of July 1841

James H. Gill Clk

Ex Docket No 1 Page 135

Stephen McLain

v

David R. Sprague

Damages $59.13
Sus costs 2.53
Court cost 8.51
writ .41

Ret'd by order of Pltff atty
Apl 27. 42
Wm Stat Shff

Serv 35
Mile 5

Filed April 27. 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 3d day of November A. D., 1841 Stephen McLain recovered a judgment of execution against the lands & tenements of David R. Sprague for the sum of $57.13 Damages & $0.52 costs recovered against said Sprague in favor of said McLain before James Turner Esq. J.P. on the 30 day of March 1841

as well the sum of dollars and cents, for damages, as the sum of $10.52 for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said David R. Sprague

you cause to be made the damages and cost aforesaid with interest thereon from the day of the Judgments A. D., 184 . 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 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 13th day of April A. D., 184 2

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0016

Recd one dollar & Seventy three & 3/4 cents Constable & Justices fees of Silas G Strong in full
Nov 13. 1840
Christian Myers JP

T G Strong
vs
Wm Burdick
Transcript
Filed Apl 14 1841
Jas H Lill Clk

57 66
6
4/ 309.96
2
6.17.8
77.5
13 6
7.00.9

57
16
30 6
51
6/816
13.6

57.66
7.10
58.76

Silas G Strong
vs
Hezekiah Burdick

Debt - $ 51 66
justices 60
execution 25
This transcript 31¼
Court fees 37½
Do on execution 20
1.23¾

suit brought on three notes purporting to have been given by Hez Burdick to S G Strong all dated August 12th 1835 and interest from date
1st note due August 12th 1836 Amt $14.00
2nd note due August 12th 1837 Amt $14.00
3rd note due August 12th 1839 Amt $14.00
June 8th 1839 Summons issued directed to Duvall Const returned in due time served by copy fees 37½

The defendant Hezekiah Burdick failed to attend and made default therefore it is adjudged that the Plaintiff Silas G Strong recover a judgement against said defendant Hezekiah Burdick for the sum of Fifty one Dollars and Sixty six cents and costs of suit taxed at 97½ cents
June 17th 1839

In the action of Silas G Strong against Hez Burdick I Joseph Watkins do acknowledge myself bail for Hez Burdick for the stay of execution in the sum of Fifty two Dollars and Sixty three cents to be levied of my goods and chattels lands and tenements if default be made in the condition following which is that said Hez Burdick shall pay the above judgement including costs together with the interest and costs that may accrue
Taken signed and acknowledged before me on the 28th day of June AD 1839 } Signed } Joseph Watkins

The Plaintiff suggests that defendant has lands
Sept 8th 1840 execution issued directed to Duvall const and made return on the 9th inst went to the defendants house and found no property whereon to levy mileage 20

State of Ohio
Union County ss } I Christian Myers a Justice of the peace in and for the Township of Millcreek do hereby certify that the forgoing is a correct transcript of the proceedings in the cause wherein Silas G Strong was Plaintiff and Hez Burdick was defendant Given under my hand and seal this 7th day of Nov 1840 Christian Myers Seal

Ex Docket No 1 Page 127

Silas G. Strong

v

Hezekiah Burdick

Debt $51.66
J.P. costs 1.97½
Const costs 8.69½
Execution 1.52

Filed April 26. 1842
James H. Gill Clerk

No goods Chattels
lands or tenements
found whereon to
levy this writ April
11 1842 H. Burdick

Sheff

Rule 35
Levy 40
.75

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~said~~ Delaware COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the three day of November A. D, 1841 Silas G. Strong recovered an award of execution against the lands and tenements of Hezekiah Burdick for the sum of $57.66 Debt & $1.77½ costs amount of judgment of judgment rendered by C. Myers J.P. on ~~recovered against~~ on the 17th day of June A.D. 1839

~~he shall the sum of~~

~~costs for~~ Also ~~damages, the~~ the sum of $8.49½

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

you cause to be made the damages and cost aforesaid with interest thereon from the day of Judgments A. D., 184 . until paid. Also, the sum of $1.52 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 Silas G. Strong

ereof 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 April A. D., 1842

Attest: James H. Gill CLERK.

Ex docket No 1 Page 121

Silas G. Strong

v

Geo. Burdick

Debt	$51..66
J.P. costs	1..97½
Const costs	8..49½
Writ	.41

Recd this writ Dec 17. 1841
No goods chattels lands or tenements found whereon to levy
Wm Hall Sheriff

Fees	35
Mileage	35

Filed April 6. 1842
Jas H Gillette 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 third day of November A. D., 1841 Silas G. Strong of Champaign on the 17th day of June 1839 recovered a Judgment against Hezekiah Burdick before C. Myers Esq J.P. for the sum of $5.66 Debt and $1.77½ costs)

recovered against the lands and tenements of the said Burdick on Scire Fac by Suggestion to said Justice an Award of Execution for

as well the sum ~~of~~ above specified $5.66 Debt & $1.77½ costs before J.P. ~~dollars~~

~~and~~ ~~cents, for~~ ~~damages~~, as the sum of $8.49½

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

you cause to be made the ~~damages~~ Debt J.P. and cost aforesaid with interest thereon from the 17th day of June 1839 also $8.49½ in debt ~~day of~~ from Nov. 3d 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 Silas G. Strong

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of Dec A. D., 1841

Attest: James H. Gill CLERK.

Ex. docket No 1 Page 122

Stephen L. Miller assignee

v

John R. Burson

Debt.	$20.19
costs J.P.	1.33¾
costs Court	3.89½
Docket fee	.50
writ	.41

Rec'd this writ levy

A 101847

~~Imprint~~
~~All 1.50~~
~~Cost~~

Serv 35
Mile 55

Register 90
3.90

~~Fees Sal 7.00~~
3.90
~~Sal 91 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 Third day of November A. D., 1841 Stephen L. Miller assignee of Stephen McLain recovered an award of Execution against the lands and tenements of John R. Benson on a Judgment recovered against the said Benson before James Hurd Esq J.P. on the 9 day of April 1839 for the sum of $20.19 Debt & $1.33¼ costs

as well the sum of dollars and cents, for damages, as the sum of $8.89½ for his costs costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John R. Benson

you cause to be made the ~~damages~~ Debt and cost aforesaid with interest thereon from the day of the Judgment A. D., 184 until paid. Also, the sum of $6.41 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 Stephen L. Miller

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of December A. D., 1841

Attest: James H. Gill CLERK.

Recd this writ Decr 17. 1841 Levied March 10. 1842 on 20 acres of land once a part of Surveys No 5778. 5806 & 6499 = 5 — Contained in the following boundaries viz. Beginning at a ~~stake~~ the N.W. Corner of an 100 acre lot sold by M. J. Gilbert to John Benson (of which this is a part). thence S 83 E 115 poles to a stake in the line of lot No 6 thence S 7 W 27 poles & 21 links to a stake in the East line of said J Bensons land thence N 83 W 115 poles to a stake in the west line of Said Bensons land thence N 7 E 27 poles & 21 links to the beginning

~~Appraised by the oath of~~

Wm W. Steele Sheriff

Union Com. Pleas

Silas S. Strong
vs } Sire fac.
Hezekiah Bardick

Served by Certified Copy
July 14th 1841
Wm W Steel Shff

Service — 35
Copy — 25
Mile — 35
.95

Filed July 27. 1841
James A Gill Clerk
Costs collected
Recorded

The State of Ohio Union County ss

To the sheriff of said County Greeting

Whereas Silas G. Strong on the seventeenth day of June A.D. 1839 recovered a judgment before Christian Myers one of the justices of the peace within and for the said County of Union for the sum of fifty one Dollars and sixty six cents Debt & $1.37½ costs against Hezekiah Burdick upon which said Judgment an Execution was issued by the said Christian Myers and returned no goods found whereon to levy and it having been suggested to the said Christian Myers that the said Hezekiah Burdick 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 said County of Union. We therefore command you that you make known to the said Hezekiah Burdick 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 what our said Court shall think in that behalf consider and have you then there this writ

Witness Dennis H. Gill Clerk of said Court this 13th day of July 1841

Dennis H. Gill Clerk

Civil/Domestic Case File

Case No. 1841-CV-0017

No. 41-CV-17

Union Common Pleas Court.

Silas G. String
Plaintiff,

AGAINST

Hezekiah Burdick
Defendant.

NOV TERM, 1841

Judg vs Defendant,

Journal 2 Page 329

Record No. 3 Page 624

Ex. Doc. 1 Page 245

Recd of Silas G Strong one dollar & forty six & 1/2 cents in full for Justice & Constable fees in full

Nov 13. 1840

Christian Myers JP

Silas G. Strong
vs
Ner Burwick
Transcript
Filed Dec 14 1840
Wm. H. Seward

30.84
6
$1.9.64

Silas G Strong
vs
Hezekiah Burdick

Debt $36	54
Justice fees	35
execution	25
Const fees	35
Do.. Do..	20
This Transcript	31¼
	2.00

Suit brought on two notes purporting to have been given by Hez. Burdick to Silas G Strong 1st Note due August 12th AD 1839 2nd Note due August 12th AD 1840 Amt $14,00 each dated August 12th AD 1835 with interest

Sept 8th 1840 Summons issued directed to D Duvall Const and made return in due time served by leaving fees 35

The defendant Hezekiah Burdick failed to attend and made default

Therefore it is adjudged that the Plaintiff Silas G Strong recover a judgement against said defendant Hezekiah Burdick for the sum of Thirty Six Dollars and Fifty four cents Debt and interest on the 20th day of Sept 1840 and costs taxed at 70 cents

Nov 2nd 1840 execution issued directed to D Duvall Const and made return on the same on the 3rd inst went to the defendants house and found no property where on to levy Mileage 20 cents D Duvall Const

The Plaintiff suggests that defendant has lands

State of Ohio
Union County } I Christian Myers a justice of the peace in and for the Township of Millcreek in county aforesaid do hereby certify that the foregoing is a correct transcript of the proceedings had before me in said cause of Silas G Strong vs Hez Burdick

Given under my hand and seal this 7th Nov 1840

Christian Myers (Seal)

Union Com. Pleas

Silas G. Strong

vs } Scire Fac.

Hezekiah Burdick

Served by Certified Copy
July 14. 1841. W W Stark Sheriff

Order	35
Copy	25
Mil	35
	95

Filed July 27. 1841

Ans. A. Lee Clerk

Costs made

Recorded

The State of Ohio Union County ss

To the sheriff of said County Greeting

Whereas Silas T. Strong on the 20th day of Sept. A.D. 1840 recovered a judgment before Christian Myers one of the Justices of the peace in and for the said County of Union for the sum of thirty six dollars and fifty four cents Debt and $0.70 costs against Hezekiah Burdick upon which said Judgment an execution was issued by the said Christian Myers and returned no goods returned whereon to levy: and it having been suggested to the said Christian Myers that the said Hezekiah Burdick 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 Hezekiah Burdick 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 what our Court of Common Pleas aforesaid shall consider of him in that behalf and have you there then this writ

Witness James H. Gill Clerk of said Court this 13th day of July A.D. 1841

James H. Gill Clerk

Ex Docket No 1. Page 120

Silas G. Strong

v

Ezekiel Burdick

Debt $36.54

Justice costs 2.00

Cons costs 8.66

Execu 1.52

Filed April 26 1842

James H. Gillelate

No goods Chattles lands or tenements found whereon to levy this writ April 11th 1842

P. Burdick

Sheriff

Ret - - 35

Levy - - 40

75

The State of Ohio, Union County, ss:

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

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30 day of November A. D., 1841 Silas G. Strong recovered against Hezekiah Burdick an award of execution upon his lands & tenements for the sum of $36.54 Debt & $2.00½ costs rendered against said Burdick by C. Myers J.P. on the 20th of ~~[illegible] against~~ April 1841

~~[illegible]~~ ~~[illegible]~~ also ~~[illegible]~~, as the sum of $8.66½ 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 Hezekiah Burdick

you cause to be made the damages and cost aforesaid with interest thereon from the day of Judgment A. D., 184 . until paid. Also, the sum of $1.50 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 Silas G. Strong

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 6th day of April A. D., 1842

Attest: Jas. H. Gill CLERK.

Cy Docket No 1 Page 120

Silas G. Strong

v

Hezekiah Burdick

Debt	$36.54
J. P. costs	2.00 p
Court costs	8.66 p
writ	.41

Recd this writ Dec 17. 1841

No Goods Chattles lands or tenements found whereon to levy

Apl 5. 1842 W W Steele Shff

Sev —	35
Mile	35

Filed April 6 1842

Sa H. Gillette 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 3d day of November A. D., 1841 Silas G. Strong recovered an award of Execution against the lands and tenements of Hezekiah Burdick on a judgment before C. Myers Esq. J.P. on the 20 of April 1840 for the sum of $36.54 Debt & ~~recovered against~~ $2.00 for costs

as well the sum of dollars

and cents, for damages, as the sum of $8.66

for his court 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 Hezekiah Burdick you cause to be made the above sums with interest from the times of the Judgments

you cause to be made the damages and cost aforesaid with interest thereon from the day of A. D., 184 . 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 Silas G. Strong

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of December A. D., 1841

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0018

No. 41-CV-18

Union Common Pleas Court.

Stewart & Osborn
Plaintiff,

AGAINST

Silas G. String
Defendant.

APR TERM, 1841

JUDGMENT VS DEFENDANT
$98 87

Recorded &
Indexed,

Journal 2 Page 299

Record No. 3 Page 478

Ex. Doc. Page

Ex Docket No 1 Page 74

Stewart & Osborn

v

Silas G. Strong

damages $98.87

costs 7.81

Increase 4.70

Int .35 $21.17

Cr July 26. 1841 $33.00

Cr Oct 29. 1841 3.50

Advertised property for sale Feb 15. 1842

Not sold for want of Bidders

W W Stel Shff

Adv 35

Mil 5

Adv 1.25

Filed Feb. 16. 1842

James H. Gill Clk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods & chattels of Silas G. Strong to wit - one bay mare & pleasure carriage

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 Frances Stewart and James D. Osborn Partners in trade the sum of $78.87 damages & $7.81 costs

with interest thereon from the 14th day of April A. D. 1841 until paid. Also, $4.70 increase of costs, which late in our said Court the said Stewart & Osborn 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 Stewart and Osborn

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.

Stewart, &c.
vs.
Silas G. Strong.

Precipe for alias Ex.

Filed Sept. 1, 1852.
Jas. H. Gill,
Clerk.

Memorandum

Silas G. Otis

Sept. 1. 1842

To the Hon. C. C. P.

N. C.

Making entries.

G. Sewall

for Board of Selectmen

adopted

Union Com Pleas

Stewart & Osborn

v

Silas G. Strong

Assumpsit

Judgt Confessed

Damges $98.87

Pltfs I. W. Andrews Esq

Atty Deft

costbill made

Recorded

B.G.

THE STATE OF OHIO, } COURT OF COMMON PLEAS,
Union County, ss. } April TERM, 1841

Francis Stewart and James D Osborn partners trading as Stewart & Osborn ——— Plaintiffs in this suit complain of Silas G. Strong

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

For that whereas, the said defendant on the 10th day of July in the year of our Lord one thousand eight hundred and ~~thirty~~ forty at said County made his promissory note in writing, and then and there delivered the same to the plaintiffs and thereby, then and there promised to pay to the said plaintiffs or order ~~at~~ the sum of Ninety four dollars and fifty seven cents, in one day after the date thereof, which period has now elapsed;

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

~~**And whereas,** also, the said defendant afterwards, to wit, on the day of in the year of our Lord one thousand eight hundred and thirty in the county aforesaid, indebted unto the plaintiff in the further sum of dollars, for the price and value of goods then and there sold, and delivered by the plaintiff to the defendant at request; also in the further sum of dollars, for work and labor, then and there done, and materials for the same provided by the plaintiff for the defendant at request; also in the further sum of 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 request; also in the further sum of 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 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~~ sum 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 Two Hundred dollars, and therefore he brings suit, &c.

J Pomeroy Gilbert
Attys Pltff

Silas G Strong
vs
Stewart & Osborn } Union Com Pleas Assumpsit

And the said defendant comes and says that he did assume and promise in manner and form as the said plaintiffs have thereof alleged against him and that they have sustained damages by reason thereof to Ninety Eight 87/100 Dollars for which with costs by writing of a power of Attorney for that purpose executed it is considered that judgment be entered

John W Andrews
Atty Deft

Silas G Storey
Note & War Atty.

C. Scott, Printer,] JUDGMENT NOTE. [Columbus, Ohio.

July 10th 1840.

94. 57/100 One Day ——— after date, for value received, I promise to pay Stewart & Osborn or order, the sum of Ninety four Dollars & 57/100 Silas G Strong

And I do also, by these presents, authorize and empower any Attorney at Law of the State of Ohio, in my name and behalf to appear in any Court of Record, or before any Justice of the Peace of said State, and to waive process and service thereof, and confess judgment in favor of the holder of this obligation for the above amount, with interest and costs; and I do hereby release all errors that may accrue in the rendition of said judgment, and waive all benefit of appeal.

Witness my hand and seal, this 10th day of July 1840

Silas G. Strong (Seal)

Union Common Pleas

Stewart & Osborn
P. 74
vs No 2
Silas G. Strong

damages $ 95.87
costs 7.80
Increase 2.72
writ .35

Ct July 26. 1841 $33.00

Advertised property to be Sold Oct 29. 1841. Sold the Bee House, Palace & Hives for three dollars & fifty Cents Mare & Sig not Sold for want of Bids. Oct 29. 1841.
W W Steele Sheff

Serv — 35
Adv — 1 25
Pond — 7
1.63

Filed Oct 29. 1841
James H Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

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

recovered against Silas G. Strong

as well the sum of Ninety Eight dollars and Eighty Seven cents, for their damages, as the sum of $7.87 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Silas G. Strong which have been levied but which yet remain unsold as you satisfy

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 $2.72 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Stewart & Osborne

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

Stewart & Osborne

vs } No 2

Silas G. Strong

Judgt $98.87
Cost 7.81
Writ .41

Recd this writ April 26. 1841
levied upon 1 Ox Waggon
1 yoke of Oxen June 19
Advertised Sale to be
July 26. 1841. Sold property
for $33.00 levied July 30 upon
1 Bay Mare 1 Pleasure Carriage
1 Bee Palace 1 Bee House &
4 Stands. with Bees in them not
Sold for want of time
Wm W Steele Shff

Filed Aug 18 1841
James H. Gill Clerk

Service — 35
Mil — 5
Advt 1.25
Pound .66

2.31
.41
2.72

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 Francis Stewart and James D. Osborn

recovered against Silas G. Strong

as well the sum of ninety eight — — — — dollars and Eighty Seven cents, for their damages, as the sum of $7,87 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong

you cause to be made the damages and costs aforesaid, with interest thereon from the fifteenth 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 Francis Stewart and James D. Osborn

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 April A. D., 1841

Attest: James H. Gill CLERK.

Union Common Pleas

Stewart & Osborn

vs

Atlas G Thing

Damages	$98.87
Costs —	7.81
Increase	8.25
& costs	.41
This writ	.35

Due Notes.

Cr. July. 26th 1841.	$33.00
Oct 29 ,41	3.00

Recd this writ Sept 7. 1842
Advertised property for sale
Nov 5. 1842. not sold for
want of bidders W M Steele Shff

Serv —	35
Mile	05
Advertg.	1.25
	1.65

Filed Nov. 5, 1842.
Jno. Cassil, Clerk pro tem.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 14th day of April A. D., 1841 Francis Stewart and J D Osborn partners under the Name of Stewart & Osborn

recovered against Silas G Strong

as well the sum of Ninety Eight dollars and 87 cents, for Their damages, as the sum of $7.81 for Their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Silas G. Strong which you have levied and which remain in your hands unsold as you have certified. to wit one Bay mare 1 Pleasure Carriage 1 Bee Pallace. 1 Bee House and 4 Stands with Bees in

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 $ 8 25 the costs of increase on said judgement, and the accuring costs. And that you have those moneys before said court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Stewart and Osborn

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

WITNESS John Cassil Clerk Protem [redacted], ~~Clerk~~ of said Court, at the Court-House aforesaid, this Seventh day of September A. D., 1842

Attest:

John Cassil CLERK.

Protem

Union Common Pleas.

Stewart & Osborn
vs.
Silas G. Strong.

Damages,	$98.87
Costs,	7.81
Increase,	9.07
Writ,	0.41

Cr. - July 26, 1841,	$33.00
" Oct. 27, 1841,	3.50

Recd. Pffs. Receipt dated Febr. 19. 1843. for $80.00
W. W. Steele Sheff

Made, in full
W W Steele Sheff

Lev	35
Mile	05
	.40

Filed Feb 10th 1847
John Caspil
Clk

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

WE command you to expose to sale those goods and chattels, to wit: one bay Mare and one pleasure Carriage, of Silas G. Strong,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Francis Stewart and James D. Osborn, partners in trade, the sum of $98.87 damages, & $7.81 costs.

with interest thereon from the 14th day of April, A. D. 1841, until paid. Also, $ 9.07 increase of costs, which late in our said Court the said Stewart and Osborn 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 Stewart and Osborn.

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

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

John Cassil, Clerk.

Docket. No 1 Page 74

Stewart & Osborn

vs

Silas G. Strong

Damages $98.87
costs 1.81
Execution 6.85
int 41

~~Co July 9. 1842 $ 34~~

Rec'd this writ June 6. /42
Advertised property for
Sale July 9. 1842. Not
Sold for want of bidders
Wm W Slade Sheff

Serv 35
Mile 25
Adv Printer 1.00
1.65

Filed July 9. 1842
Sal. M. Gill Clk

Sale July 9

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 Francis Stewart and S. D. Osborn partners

recovered against Silas G. Strong

as well the sum of Ninety eight dollars and Eighty seven cents, for Debt damages, as the sum of $7.87 for Costs costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, ~~and for want thereof, of the lands and tenements~~ of the said Silas G. Strong which you have been

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 $6.85 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 Stewart & Osborn

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

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

Attest: James H. Gill CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0019

No. 41-CV-19

Union Common Pleas Court.

Lydia Gregory Plaintiff,

AGAINST

Benj Lyon Defendant.

NOV 1841

Judg vs Defendt

Journal 2 Page 345

Record No. B Page 301

Ex. Doc. Page

Union Com Pleas

Lydia D. Gregory

vs Transcript

Benjamin Lyon

Filed - Apl. 15. 1861

Saml. H. Gill Clk

December 12th 1840

Lydia D. Gregory
vs
Benjamin Lyon

Suit plea of debt on written contract the defendant appeared without process as the plaintiff not having Notice the case was adjourned to the 19th Instant at one o'clock P.M.

Justice fees

Judgement 25
Bail bond 25
Adjournment 10
Satisfaction 10
transcript 31
$1.01.

December 19th 1840 one o'clock P.M. Court being opened the parties were called. the plaintiff appeared by her agent the defendant in his own person and declared ready for trial after hearing the allegations of the parties it is considered that the ~~defendant~~ plaintiff recover a judgement against the defendant for thirty dollars and judgement against the defendant for cost

December 20th 1840 defendant serve notice of an appeal and entered security on Bail for cost

William B. Irwin
J. P.

March 30th 1840

Plaintiff the above to be a correct transcript of the proceedings in the above case as it stands on My Docket

William B. Irwin J. P.

Mun Com Reas

L. D. Gregory
vs
B Lyon

Filed Sept 25/1841

James H. Gill Clerk

cost bill made

Recorded

State of Ohio } Union Com Pleas April
Union County SS } term 1844.

Lydia S. Gregory complains of Benjamin Lyon in a plea of assumpsit for that whereas the said Benjamin Lyon on the 11th day of april 1841 at the County of Champaign to wit at the County of Union aforesaid made his certain writing obligatory and delivered the same to the plaintiff and and thereby promised to pay the plaintiff thirty dollars in the month of June (meaning the next thereafter) which period has now elapsed and the said deft then and there in consideration of the premise promised to pay the amount of the said writing to the said plaintiff according to the tenor and effect thereof

And also for that whereas the said deft on the day and year last aforesaid at the County of Union aforesaid was indebted to the plaintiff in the further sum of thirty dollars for the price and value of goods then and there sold and delivered to deft at his request by the plaintiff. And in thirty dollars for money found to be due from defendant to plaintiff on an account then and there stated between them And whereas the deft afterward on the first day of July 1841 at the County of Union in consideration of the premises promised to pay the said several sums of money to the plaintiff on request yet he has disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of plaintiff forty dollars and therefore she sue &c By Wm C. Lawrence his atty

Union Common Pleas

Benjamin Lyon
adm of Phas
retail

Lydia D Gregory.

Filed Nov. 3. 1841
James W. Gillelth

Union Common Pleas 1841

Benjamin Lyon
vs
Lydia D Gregory } Plea de

And the said Benjamin Lyon by Carmichael his attorney comes & defends the wrong & injury when & &c and says that he did not assume & promise in manner & form as the said Lydia D Gregory hath above thereof in her Declaration complained against him & of this he puts himself upon the Country &c

Notice

The Plaintiff or her attorney will take notice that the Defendant on the trial of this Cause will offer evidence to prove & insist that said horse mentioned in said writing in the Declaration set forth was so badly diseased that it was impossible for Deft to return him to the Plaintiff during the month of June A D 1840 & that he died of said disease with which he was afflicted at the time the Defendant received him and that about the expiration of said month of June 1840 one Stephen Gregory the son & agent of the Plaintiff requested this defendant not to bring said horse to the Plff but keep him longer & endeavour to cure him —

Carmichael atty for Deft

Benjamin Lyon
vs
Case

Lydia D. Gregory

Subpoena for
witness Gregory &
Ananias Allen

forthwith

Served the
within Subpoena
on the within
named witnesses
Benjamin Lyon
Filed Nov. 4. 1861
Chas. H. Little Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Stephen Gregory & Ananias Allen Jr. & Walter Lyon

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of Defendant in

in a certain

matter in controversy in our said Court depending: wherein Sylvia D. Gregory is

plaintiff, and

Benjamin 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 30 day of June A. D. 1841.

Jas. H. Gill Clerk.

20 55
1 84
2 06
24 39

Benjamin Lyon's
Note

Damas 87 4 6
87 4 6

386/180
40/14

1111

ved of Lydia D Gragery one horse which I promise
to pay his thirty dollars on the month
of June or return the horse free from keeping
by him paying for keeping I have
ruled

Benjamin Lyon

Witness Benjamin
Lad

rush Township Champaign County Ohio
April the 11 1840

For the action of Lidian D. Gregory against Benjamin Lyon & Levi Lyon do acknowledge my self bail for the appelant in the sum of sixty two dollars to be levied on my goods and chattles lands and tenaments in case the appelant shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued on said action in the Court of Common pleas

Levi Lyon

Taken signed and acknowledged this 20th day of Dec 1840 before me

William B. Irwin J.P.

Ex. Doc. No. 1 page 128

L. D. Gregory

vs

Benj. Lyon

Damages	$ 32,40
Pltffs costs	1,30
Ditto "	13,34½
increase	2,55
	49 59½

Credit. Feb. 20-1842		$ 5,00
" 25	"	27,50
April 26	"	9,00
		$ 41,50

Returned by order of ~~Pltff atty~~ Clerk of Court March 12. 1844

W W Steele Shff

Fees 35
Mile 15
50

Filed March 13th 1844
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 3rd day of November A. D. 1841 Lydia D. Gregory

recovered against Benjamin Lyon

as well the sum of thirty two — — — dollars and forty cents, for her damages, as the sum of $ 1,30 for her costs 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 chattles, and for want thereof, of the lands and tenements of the said Benjamin Lyon

you cause to be made the damages and costs aforesaid with interest thereon from the third day of November A. D. 1841 until paid. Also the sum of $2, 55 the costs of increase on said judgment, and the accruing costs. And that you have those moneys before said court, at the Court House aforesaid, on the first day of our next term, to render unto the said Lydia D. Gregory also the sum of $ 13,34½ Deft's. Cost

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 ~~thirteen~~ 6th day of March A. D. 1844

Attest: John Cassil CLERK.

Ex Doc No 1. Page 128

Lydia D. Gregory

v.

Benjamin Lyon

Damages	$32.40
Costs	1.30
Costs	13.34½
Int	.41

Rec this writ Febr 5. 1842

Febr 20 made — 5.10

Febr 25 made by J. H. Gill 10.00

also same day by same

25 $ Ills Money 30 per ct Disc 17.50

$32.50

Recd Apl 26.

Interest Receipts — 3.00

Cash — 6.00

Wm H Steele Shff

Serv	35
Mile	25
Pound	82
	1.32

Filed April 27. 1842

Pat H Gee Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D, 1841 Lydia D. Gregory

recovered against Benjamin Lyon

as well as the sum of Thirty Two dollars and Forty cents, for Costs damages, as the sum of $1.30 for Costs costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Benjamin Lyon

you cause to be made the damages and cost aforesaid with interest thereon from the third day of November A. D., 1841, until paid. Also, the sum of $6.41 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 Lydia D. Gregory

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.

Mr James H Gill I have Recd
my fees from Benjamin Syon on
a suit pending between said Syon and
Widow Gregory Milford April 22nd 1842

Ananias McIntosh

April 2nd 1842

Received of Benjamin Lyon in full the amount of my fees in a suit between the said Lyon and Mr. Gregory in the court of common pleas for Union County Ohio.

Walter Lyon

Ex. Doc. No. 1 page 128

L. D. Gregory
vs
Benj. Lyon

Damages	$32.40
Pltff. Costs	1.30
Deft "	13.342
Increase	1.73
Writ	.41
	$49 186

Feb 20-1842			$5.00
" "	25	"	27.50
" April 26		"	9.00
			$41.50

Filed Oct 19. 1843
John Cassil Clerk

The State of Ohio, Union County, ss

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marrysville on the Third day of November A. D., 1841 Lydia D. Gregory

recovered against Benjamin Lyon

as well the sum of thirty two dollars and forty cents, for her damages, as the sum of $ 1,30 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 Benjamin Lyon as we have heretofore commanded you

you cause to be made the damages and costs aforesaid with interest thereon from the 3rd day of November A. D., 1841, until paid. Also, the sum of $ 1,73 the costs of increase on said judgement, and the accruing 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 Lydia D. Gregory also the sum of $13,34½ Deft Costs

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 30th day of August A. D., 1843.

Attest:

John Cassil CLERK.

Civil/Domestic Case File

Case No. 1841-CV-0020

No. 41-CV-20

Union Common Pleas Court.

Benjamin Thompson
Plaintiff,

AGAINST

Levi Paterick Guar
Defendant.

NOV 1841

Dissmissed at pltfs costs

Journal 2 Page 327

Record No. 3 Page 303

Ex. Doc. Page

January 30th plaintiff gave notice of appeal and entered Madison Dee security for Cost

January 30th 1841 I hereby Certify the foregoing to be a correct transcript of the above Case from my Docket

William B. Jones J. P.

Lucien Dorr Plaintiff

Appl. Thompson

vs Replevin

Dee Defendt

Filed Feb 15th 1841

Thos. W. Lee Clk

January 14th 1841

Benjamin Thomson vs Levin patrick for } for a plea of Debt by damage of seventy five dollars in a Horse swap

January 16th summons is sued for dependent to appear on the 23rd instant at 10. o clock A.M which was returned by Madison de Constable executed on the 20th by reading

The following persons attend under supenas by order of the plaintiff

	fees
Adam Frees not sworn	25
Loren Tarpency	50
Bustinell Campbell	50
Owen Hammon	50
Hiram Kent	50
Frederick Northmore	50
Daniel Reys	50
Aron Doolittle	50
James Thomson	50
Hiram Crosser	50
Mary Thomson	50
	$5.25

by order of the dependent

	fees
Lenard Bliss	50
Henry Coon	50
Jonas patrick	50
Joseph Kile	50
Ransome Tarpening	50
Albert Lambert	50
Davies Converse	50
Daniel Kile	50
	$4.00

January 23rd 1841. 10. o clock A.M.

the parties appeared and declared they were ready for trial after hearing the evidence in the case and the allegations of the parties it is considered there is not sufficient cause of action and the case is dismissed at the Cost of the plaintiff

Witness fees		Justice fees	
by plaintiff	$ 5.25	swearing 19 Witnesses	$ .76
by dependent	4.00	summons & subpeans	1.48
Depositions	2.27.5	Judgement	25
Constables fees: Madison Dee	1.55	Bail Bond	25
Ransom Tarpency	1.48	Transcript	31
	14.55.5		$3.00
	3.00		
	$ 17.55.5		

Union Com Pleas

Benj Thompson
vs } Nar
L. Patrick Jr

Filed Sept 27, 1841
James H. Gindle
Recorder

State of Ohio } Union County Court of
Union Co. (ss) } Com Pleas April term 1841

Benjamin Thompson Complains of Levi Patrick Jr in a plea of assumpsit for that where as the defendant on the first day of October 1840 at the County of Union in Consideration that the said Benjamin Thompson at the request of the said Levi would swap his Horse of the value of sixty dollars to the said Levi for a certain bay mare of him the said defendant he the said defendant then and there promised the said plaintiff that the said mare was then and there sound and the said plaintiff avers that he confiding in the said promise of the said Defendant did afterwards to wit on the day and year last aforesaid at the County aforesaid swap and exchange his horse of the value aforesaid with the said Defendant for the said Bay mare yet the said Levi Patrick disregarding his said promise thereby deceived and defrauded the said Benjamin Thompson in this that the said Bay mare was not sound but on the contrary was then and there unsound whereby the said mare became and was of no use or value to the said plaintiff and he the said plaintiff has been put to great charges and expenses of his time and money in and about the feeding keeping and taking care of the said mare in the whole amounting to a large sum of money to wit seventy five dollars And also for that where as the said defendant on the day and year last aforesaid at the County aforesaid in consideration that the said plaintiff at the request of the said plaintiff would swap plaintiff horse of the value of sixty dollars to him the said defendant for a certain the Bay mare of like value he the said defendant then and there promised the said plaintiff that the said mare was then and there

poor in consequence of hard useage and the said plaintiff avers that he confiding in the promise of the said Defendant did afterwards to wit on the same day last aforesd at the County aforesaid swap his said Horse for the said mare of the Defendant yet the said Defendant disregarding his said promise thereby deceived and defrauded the said plaintiff in this that the mare at the time of the making of said promise was not poor in consequence of hard usage but on the contrary was poor in consequence of disease and being unsound whereby the said mare became and was of no use or value to the plaintiff and he the said plaintiff has been put to great charges and expense in keeping feeding and taking care of said mare in the whole amt seventy five dollars

Also for that whereas the said Deft was indebted to the plaintiff in the sum of seventy five dollars for the price and value of goods then and there sold and delivered to Defendant at his request and the said and whereas the Defendant afterwards on the first day of November 1841 - at the County aforesaid promised to pay the said several sums of money to the plaintiff on request yet he has disregarded his promise and has not paid the said several sums of money nor any part thereof to the plaintiff to his damage seventy five dollars and therefore he brings suit &c By W C Lawrence his atty

Benjamin Thomson
vs
Levi Patrick

In the above Case of Benjamin Thomson against Levi Patrick I Madison Dee do acknowledge my self Bail for ~~that~~ appelant in the sum of fifty dollars to be levied on my goods and chattels lands and tenements in Case the appelant shall be Condemned in the action and shall fail to pay the Condemnation money and Cost that have a Called or may above in the Court of Common pleas

Madison Dee (Seal)

Taken signed sealed and acknowledged on this first day of February 1841 before me William B. Irwin justice of the peace

Benjamin Thompson
vs.
Levi Patrick

Union Common pleas
Judgt at Nov. Term 1841.

Recd. of James H. Gill, Nov 12th
1841, the docket fee in this case
Atty Genl

Levi Patrick
ads
Benjm. Thompson } Plea.

Filed Nov. 1st 1841

James H. Fitz Clerk

Levi Patrick
ads.
Benjamin Thompson

Union Common Pleas:

And the said Levi Patrick comes and defends, &c. and says that he did not assume and promise in manner and form as the said Benjamin Thompson hath in his declaration complained against him; and of this he puts himself upon the country; and the said Benjamin Thompson doth the like.

By Otway Curry, his atty.

And the said Levi Patrick for a further plea to the said declaration says that the said Bay mare in the said first count of the said declaration mentioned, at the time of making the said supposed promise of him the said defendant, in the said first count mentioned was sound, and of this the defendant puts himself upon the country, &c. & the said Benjamin Thompson doth the like.

And the said Levi Patrick for a further plea to the said declaration says that the said Bay mare ~~in the~~ said second count of the said declaration mentioned at the time of making the said supposed promise of him the said defendant in the said second count mentioned was sound, & was poor in consequence of hard usage, and of this the defendant puts himself upon the country &c & the said Benjamin Thompson doth the like.

Deposition

Wm B. Lewis Esq

Wilson County

Tenn

Commen

J Johnson Atty

1856

Deposition of a witness taken in a cause pending ~~in the Court of~~ before Wm. D Irwin a justice of the peace, wherein Benjamin Thompson is plaintiff and Levi Patrick, is defendant in pursuance of the notice hereto attached, and at the time and place therein mentioned — Adam Frazee of the county of Madison of lawful age, being first duly sworn by me a hereafter certified, deposes and says, that on the day or the day ~~or the day~~ previous, to Patrick's trading horses with Thomson witness pulled the hair from the main and tail of said mare defendant asked witness if he thought the mare ~~was sick~~, had the yellow water, witness replied he thought not. witness said he talked of trading with defendant, witness asked defendant, if the mare was sound, he observed that he thought she was sound, but that it was the opinion of some people that she had the yellow water, witness rode the mare, she appeared lively, but was very poor — on the same day in the evening arrived at the house of Mr. Thompson, defendant asked Thompson if he had any thing to trade — Thompson said he had a horse, but that he thought he would fatten ~~him~~ and sell him for money — defendant said Tarpinning said his bay mare had been sold for fifty or sixty dollars, observed the reason the mare was so poor was because Tarpinning was a hard horse master — the time of this conversation was in the month of Oct. 1839 witness was not present when plaintiff and defendant traded horses, he saw the bay mare in Thompsons possession within a week after, and that she died while in the possession of Mr. Thomson — The plaintiff said his horse was worth forty four or forty five dollars

Witness

witness said about two or three weeks after the trade he saw Mr Thompson and was laughing at him about the trade, Thompson said take care - Patrick has not cheated me so much as you think he has - witness asked Thompson how the mare was doing, he replied that she was doing as well as a person could expect, and said - wait until I fatten her up, and then see - It was about a month and a half after Mr Thompson got the mare that he expressed himself dissatisfied with his trade - Witness said he thought the mare was doing well, had seen her frequently in the meadow but was not close to her, until he helped Thompson draw her out of the stable - witness was at Thompson frequently during the time Mr Thompson owned the mare, asked his wife how Thompson liked his mare she said he liked her ~~a~~ well enough as far as she knew - Mrs Thompson said she rode the mare ~~two~~ or three weeks after they got her - rode her five or six miles. did not know she was sick, until after they rode her - She told me this about a month and a half after Thompson got the mare of Patrick - ~~The bay horse Thomson traded to Patrick I think was worth about twenty five dollars~~ The bay mare Thompson got of Patrick I think was worth about twenty five dollars Mr Patrick said he did not think the mare worth as much as Tarpinning said she was sold for witness said defendant told him that Thompson had been back for to see bargain witness believes that it was the bargain of the horse trade witness does not recollect the time - it might have been two or three months after the trade

Mr Thompson got on the mare the day he traded for her, and rode her off upon a trot or gallop, does not recollect which, pulled hair from her mane and tail, Patrick asked Thompson if he thought she had the yellow water he replied he thought not. witness in company with Patrick rode the bay mare the most part of a day without feeding she appeared to be as lively at night as in the morning this was the day of the trade Patrick rode her the balance of the day

his
Adam X Freze
mark

I John F. Lebin a justice of the peace in and for the township of Union in ~~the~~ the County of Union and State of Ohio do hereby certify that the above named Adam Freze was by me first duly sworn to testify the ~~whole~~ truth, the whole and nothing but the truth, and that the foregoing deposition by him subscribed was reduced to writing by me and were taken at the time and place specified in the inclosed notice. both Plaintiff and defendant being present

On testimony whereof I have hereunto set my hand this 16th day of January in the year 1841

John F. Lebin J.P.

Costs in taking this deposition
Issuing subpena 12½
For serv. of Sup. & notice 90
Witness fees. 50
To taking this deposition 75

$2.27½

Apr 26th 1841 Received of Thos Jewell
fifty cts in full of witness fee in a
suit between Benjamin Thompson
& Lear Patrick Before Wm Brown Esqr
Attest R. S. Maynard Adam + Tuggle

Ex Docket No 1 Page 135

Levi Patrick
ads
Benjamin Thompson

Plffs cost to Elk	$3.47½
Defts " " "	2.94½
wit	.61
Shff fee	.32
Service	35
Mile	45
P	16
	$8.10

Recd Apl 5. 1842 This writ levied Apl 6. upon 2 cows offered property for sale

Recd in full Apl 19. 1842
W W Steele Shff

Serv	35
Mile	50
Acc	75

Filed Apl 19. 1842
Ros H Grice 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 third day of November A. D, 1841 Levi Patrick

recovered against Benjamin Thompson

as well as the sum of dollars

and cents, for damages, as the sum of $ 2.14½

for Levi 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 Benjamin Thompson

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the 30 day of Nov 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~~ claimant also $3.32 ~~$3.74½~~ with like interest cost made by said Thompson

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

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

Attest: Jas. H. Gill CLERK.

Civil/Domestic Case File
Case No. 1841-CV-0021

No. 41-CV-21

Union Common Pleas Court.

McCoy, Work & McCoy
Plaintiff,

AGAINST

Charles Burr
Defendant.

AUG 1842

Judg vs Deft,

Journal 3 Page 33

Record No. 4 Page 39

Ex. Doc. Page

Union County

McCoy Mortgage

vs Praecipe

Chas Burr

Filed Apl 15 1861

Jas. McGill Clk

154
900
1800
600
2400
150
174

Robert W. McCoy
John C. Wall
[illegible]
William A. McCoy
sal pending under the name of McCoy
Wall & McCoy

Amerspa

Charles Burr Executor
of John Dean dec.
Issue a summons returnable fourth Dam. $300
Examined sent brought a c not dated Jan 7. 27. 1838
due Jany. 1. 1840 - also may has some land
& goods &c

T. Burr
Atty for
pltf

Toll Clerk C. C.
Pltf Mon Co

Min Comp Cases

McCoy Mock & McCoy

vs

Charles Burrhoer

of John Dean dec'd

Served by leaving a
Certified Copy at the
residence of Chas
Burr Apl 15. 1841
Wm N. Steel Sheriff

Service	35
Mileage	70
Copy	15
	1,20

Filed Apl 15. 1841
Jas H Gill Clerk

Suit brought & served Apl 15 1841
1838. Dec Jany 1. 1840 also Mondays hab
Ann 2 days Goodcy
T. Swan
Attorney
for Plaintiff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Charles Burr Executor of John Dean deceased

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 Robt W McCoy John C Work & Wm A McCoy late partners under the name of McCoy Work & McCoy

in a plea of Assumpsit Damages three hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of April A.D. 1841

James H Gill CLERK.

Urban Co. Rec

McCoy Mitchell & McCoy
v
Charles Burr
Exr. of Jas Dr
Ad Asst

Filed Aug. 30. 1842
Jas H Gilwalk
Cert bien made

174 10

Recorded.

AUG 1842

The State of Ohio
Union County ss } Of the Term of August
A.D. 1842 —

Robert W. McCoy John C. Park and William H. McCoy late partners in trade under the firm style of McCoy Park and McCoy plaintiffs in the suit complain of Cherry Ben defendant in the suit of a plea of Assumpsit for that whereas on the 27th day of January 1838 the said John Dean then in full life made his promissory note in writing and the said defendant then and there promised to pay unto the said defendant on order on demand the sum of fifty dollars on the 15th day of January 1840 which period is long since elapsed and the said defendant after and since the said day & year first aforesaid made and endorsed the said note to the plaintiffs yet the said John Dean having kept in his hands the said sum of money the said plaintiffs said sum of money according to the tenor & effect of said note yet the said John Dean having kept in his hands the said sum of money to the plaintiffs but altogether refused so to do not paid the said Cherry Ben defendant according to the said tenor & effect of said note the said John Dean for said sum of money to the plaintiffs but hitherto wholly neglected and refused so to do and the said defendant now neglect and refuse to the damage of the plaintiffs Wherefore they demand — damages & the costs by their suit in

By G. Sharp
their Atty

Civil/Domestic Case File

Case No. 1841-CV-0022

No. 41-CV-22

Union Common Pleas Court.

Silas G String
Plaintiff,

AGAINST

Wm H Woods,
Defendant.

NOV 1841

No Record.

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

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

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

Suit Brot on two promissory notes dated December 7th 1840 — one for five hundred dollars payable one day after date in funds at par value in the City of New York or its equivalent. The other for five hundred and ninety six dollars and thirty five cents payable sixty days after date in funds at par value in the City of New York or its equivalent with interest on both said notes. Also for goods sold and delivered and for money had and received lent laid out and expended.

Olney Lowry
Atty for Plff

Recd of Lowry $1.68 p costs in full in this case and the case is to be discontinued Ap 18. 1841
Jas K Sill

Marion Com Pleas

Silas E. Strong
vs
Wm W. Woods

Served by giving Deft W. W. Woods a Certified Copy Apl 15. 1841.
Jno Nolan Shff

Service — 35
Mileage — 05
Copy — 15
$ 55

Filed Apl 15. 1841
Jno Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William W. Woods

to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Silas G. Thorp

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 aforesaid, this 15th day of April A.D. 1847

James H. Gill CLERK.

Union Com. Pleas

Silas G. Strong

vs

Wm W. Woods

Filed Apl 15. 1840.

Chas. N. Gillette

Silas C. Strong
vs.
W. W. Woods

In Assumpsit. Damages $1500,00.

Issue a summons returnable forthwith
Endorse, "Suit brought upon two promissory Notes, dated December 7th 1840 — One for five hundred dollars, payable one day after date in funds at par value in the City of New York or its equivalents. The other for five hundred and ninety six dollars and thirty five cents payable sixty days after date in funds at par value in the City of New York or its equivalent. With interest on both said Notes. Also for goods sold & delivered, & for money had & received, lent, laid out & expended.

Otis Avery
Atty for Plaintiff.

J. H. Gill Esq
Clerk Court of Common Pleas

Civil/Domestic Case File

Case No. 1841-CV-0023

No. 41-CV-23

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

John Reed admr. Defendant.

NOV TERM, 1841

Nonsuited

Journal 2 Page 349

Record No. B Page 3-28

Ex. Doc. Page

Minor Complaint
Lyne Sterling
vs
John Reed
Administrator
of George Reed
Filed Apl 15 1841
Jas H Gill CMR
cost bill made
Recorded

Lyman Sturtevant

vs

John Rudd & [redacted]
[redacted] & George Rhea

} Assumpsit

Issue summons returnable forthwith - Damages $300 - Endorse suit on and attached said George Rhea only by leaving with Amos A. Williams, agent of the same and to plaintiff's profit - by him accident lost a dollar - also my bill. fees. for our defense - good debt

Apr 14. 1841
To the clerk C. C
P. Mun Co. —

G. S. Mann
Atty for Pltff

Suit Debt on a note executed by said George Reed in his life time to Amos A Williams or order by him endorsed to plaintiff for $100. Stay law accordingly but to destroy also money had & received & paid laid out & expended goods sold &c

April 14. 1841

J Brown
Atty for pltff

Mion Com pleas
Lyne Sterling
vs
John Reed Admr
of George Reed

Served by leaving a
Certified copy at the
residence of Deft
April 15. 1841
J W Stub
Shff

Service — 35
Mileage — 35
Copy — 15

Filed April 15. 1841
Jas H Gill Clk

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Reed Admr of George Reed —

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 . Lyne Sterling

in a plea of Assumpsit Damages Three hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15 day of April A.D. 1841

Jas H Gill *CLERK.*

Civil/Domestic Case File

Case No. 1841-CV-0024

No. 41-CV-24

Union Common Pleas Court.

James Galiway
Plaintiff,

AGAINST

Ray G Morse
Defendant.

NOV 1841

Judg vs Defendt.

Journal 2 Page 340

Record No. 3 Page 505

Ex. Doc. Page

Union Com. Pleas

Thos. Galloway dr
vs } Summons
Ray G. Morse

Ford for Costs
Levi Shiefer

Served by delivering to
Ray G. Morse a certified Copy - April. 10. 1841
Wm H Steele Sheff

Service — 35
Mileage 45
Copy — 15
.95

Filed April 10. 1841
Thos H Gill Clk

Suit brot on note & hand given by deft to Pltff for $200. dated 8th day of March 1837 also for money lent paid out expended have & Recd
vs Albert Galloway
Atty for Pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Ray G. Morse to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Wm. Galloway Jr

in a plea of Assumpsit Damages Three hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 8th day of April A.D. 1841

Wm. H. Gill **CLERK.**

Ray G. Morses note
for $200 - due 25th
Dec. 1838.

Paid upon
Apl. 1841

$200.)

On or before the 25th day of December 1838, I promise to pay to James Galloway jr or order, two hundred dollars for value received this 18th day of March 1837.

Ray G Morse

For Warren Cash 3196, 100 acres

Union Com Pleas

Thos. Galloway Pr
vs } prinps
Ray G. Mase
Filed April 8th 1841
Thos W. Gee Clk

I acknowledge myself security for costs in this suit on behalf of the Plff.

Apl. 3
1841 3

James Galloway Jr

vs } In Assumpsit — Damages $ 300.

Ray G. Morse

To the Clerk of the Court of Com Pleas Union County Ohio.

Issue a Summons returnable at the first Term 1841 — Endorse "Suit brot on note of hand given by deft. to pltff for $200. dated 8th day of March 1837. Also for money lent, paid out & expended, had & rec^d &c &c

Marysville Apl. 7th } 1841 }

Albt Galloway
pltffs atty.

Macon Co: Com Pleas

James Galloway

vs } Nar. in Assump

Ray G. Moore

Filed Apl 17. 1861

James H Lillie Clk

$234,00

Cost bill made

Recorded

Albt Galloway

after argument, it is the damage of the Plaintiff
three Hundred dollars & therefore he sues
by his Attorney

Albt Galloway

State of Ohio Union County Court of Com: Pleas of the Term of April 1841 —

James Galloway jr complains of Ray G. Morse in a plea of Assumpsit for that whereas the said Ray G. Morse on the 8th day of March 1837 at the County of Union & State of Ohio, made his promissory note in writing & delivered the same to the said James Galloway Jr & thereby promised to pay to the said James Galloway Jr or order two hundred dollars on or before the 25th day of December 1838 which period has now elapsed, & the said Ray G. Morse then & there in consideration of the premises, promised to pay the amount of the said note to the said James Galloway Jr according to the tenor & effect thereof.

And also for that whereas the said Ray G. Morse on the 8th day of March 1837 at the County & State aforesaid was indebted to the said James Galloway Jr in two hundred dollars for money then & there lent by the plaintiff to the defendant at his request: And in two hundred dollars for money then & there paid by the plaintiff for the use of the defendant at his request: And in two hundred dollars for money then & there received by the defendant for the use of the plaintiff: And in two hundred dollars 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 first day of January 1841, in consideration of the premises then & there promised to pay to the plaintiff the said several sums of money on request; yet he hath disregarded his promises, & hath not paid the said several sums of money nor either of them, nor any part thereof

altho

Civil/Domestic Case File

Case No. 1841-CV-0025

No. 41-CU-25

Union Common Pleas Court.

Margaret M. Brattney
Plaintiff,

AGAINST

Arad Franklin,
Defendant.

NOV 1841

Judg vs Defendt.

Journal 2 Page 342

Record No. 3 Page 572

Ex. Doc. Page

Union Common Pleas.

Precipe.

Filed Oct. 3, 1842.
John Cassil,
Clerk pro tem

Margaret McBratney
vs.
Arad Franklin

Slave Venditioni
Expon as in This Case.

Otway Curry
Atty for Pltff.

To John Cassil Esq.
Clk. of the Court of
Common pleas of
Union Cty. Ohio.

Union Common Pleas

Margaret McBratney

vs

Arad Franklin

Filed June 4, 1841

James H Lee Clerk

Margaret McBratney
vs.
Arad Franklin.

In Debt:— Debt $209,00
Damages $50,00

Issue a summons returnable at next Term. Indorse, "Suit brought on single Bill, under seal, given by Defendants to plaintiffs, for Two Hundred and Nine Dollars, dated January 1st 1839. Also, for goods sold & delivered, Money had and received, and for money found to be due on an account stated, &c."

Otway Curry
Atty for plffs.

To James H. Gill Esq.
Clerk of the Court of Common pleas,
of Union County Ohio.

Union Com. Pleas

Margaret McBratney

vs } Summons

Arad Franklin

Served by Certified Copy
June 14. 1841
W. W. Steele Sheriff

Service — 35
Mileage — 50.
Copy — 15
1.00

Filed July 14th 1841
James H Gill Clk

suit bort on single bill under seal given by defendant to plaintiff for two hundred and nine dollars dated January 1st 1839 also for goods sold and delivered money lent and received and for money found to be due on an account stated &c Otway Curry Atty for pltff

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Asad Franklin to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Margaret McBratney

in a plea of Debt $209.00 Damages Fifty Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 10th day of June A.D. 1841

James H. Gill CLERK.

Margaret McBratney
vs.
Aron Franklin } Naus

Filed Sept. 23. 1841

James H. Lewellen

176.62

cost bill made

Recorded

Union County, ss. } Court of Common pleas, August Term, 1841:

Margaret McBratney Complains of Arad Franklin in a plea of Debt, for that whereas the said Arad Franklin on the first day of January A. D. 1839, at the County of Union aforesaid, made his certain writing obligatory of that date sealed with his seal (and now to the Court here shown) and then and there delivered the same to the said Margaret McBratney, and thereby bound himself to pay to the said Margaret McBratney or order Two Hundred and nine dollars on or before the first day of January 1840, one year after the date thereof, which period has now elapsed:

And also for that whereas the said Arad Franklin on the first day of January 1839 at the County of Union aforesaid, was indebted to the said Margaret McBratney Two hundred and nine dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request;

And in Two hundred and nine dollars for money then and there had and received by the defendant for the use of the plaintiff: — which said two last mentioned several sums of money were to be respectively paid by the defendant to the plaintiff on request;

Yet the said Arad Franklin hath not paid the said several sums of money, or either of them, nor any part thereof, to the damage of the said Margaret McBatney fifty dollars; and therefore she brings suit &c

By Otway Berry
her Atty.

Union Common Pleas.

Margaret M'Bratney
vs.
Asa Franklin.

Damages — $176.92
Costs, — 8.82
Increase, — 10.27
Writ, — 0.41

Recd this writ Oct. 3d 1842. had the same reappraised by the oaths of Cyprian Lee Lewis Alder & David Wymegar at ten dollars pr acre, Advertised the same agreeable to the Statute in such cases made and provided, on the 5th day of November A.D. 1842 having called two Inquests, the appraisers certified to me they could not agree Offered property agreeable to advertisement Nov 5. 1842 not sold for want of bidders.

Wm W Steele Sheff

Sew .35
Mile 1.00 2 trips
3 Inquests 3.00
Advertg. 3.25
7.60

Filed Nov. 5, 1842.
John Cabil, Clerk pro.

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 levied upon as the property of Arad Franklin, (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 Margaret M'Bratney the sum of one hundred and seventy six dollars and 62 cents damages, as well as $8.82, for their costs,

with interest thereon from the 3d day of November, A. D. 1841, until paid. Also, $10.27 increase of costs, which late in our said Court the said Margaret M'Bratney recovered against the said Arad Franklin,

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 Margaret M'Bratney.

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

Witness, ~~James H. Cott~~ John Cassil pro tem., Clerk of said Court, at the court-house aforesaid, this 3d day of October, A. D. 1842.

John Cassil Clerk, pro tem.

Docket No 1 Page 116

Margaret McBratney

v

Asad Franklin

Damages $176.62
costs 8.82
Increase 6.76
Writ .40

Advertised Property for Sale, July 30. 1842
Not Sold for want of bidders Wm W Steele Shff

Serv 35
Advty 2.75

Filed July 30. 1842
James H. Gill Clerk

Sale July 30

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 30 day of November A. D., 1841 Margaret McBratney

recovered against Arad Franklin

as well the sum of one hundred and seventy six dollars and fifty cents, for the damages, as the sum of $ 8.82 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 Franklin which you have in your and which you have in your under

you cause to be made the damages and cost aforesaid with interest thereon from the 30 day of November A. D., 1841 . until paid. Also, the sum of $ 6.76 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 Margaret McBratney

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

WITNESS JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of June A. D., 1842

Attest: James H. Gill CLERK.

levied 1842 upon 55 acres more or less Survey
No 3694 Bounded as follows Beginning at 2 Beeches N. E.
Corner to Isaac White, land thence S 83 E. 41 poles to a Sugar tree
Beech. & Ash. thence S 5° 40" W 218 poles to 2 hickories and a hack
berry on the Bank of Bokes Creek. thence up the Creek with the
meanders thereof S 82 W. 14 poles N 80 W 20 poles to the South
East Corner to said Whites land thence with said Whites line
N 5 deg 40" W 239 poles to the Beginning Appraised March
24. 1842 by the Oaths of S. A. Martin Alex. Hunt & Joseph
Brannon at $12.00 pr acre Advertised for sale Apl
25. 1842. not sold for want of bidders Wm Steele Sheriff

Ex Docket No 1. Page 116

Margaret McBride
v
Thos. Hamilton

Damages $176.62
Costs 5.82
Int 1.41

Rec this writ & levied 15 1841

Serv 35
Prit 50
Inquest 1.00
Appraism 1.50
Advert 3.25

Filed Apl 25. 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 third day of November A. D, 1841 Margaret McBirney

recovered against Arad Franklin

as well the sum of one hundred and seventy six dollars and sixty two cents, for her damages, as the sum of $8.82 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 Arad Franklin

you cause to be made the damages and cost aforesaid with interest thereon from the three day of Nov. 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 Margaret McBirney

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 December A. D., 1841

Attest: James H. Gill CLERK.

We the undersigned being called upon by Mr
W Steele Sheriff of Union County Ohio to appraise
55 acres of land Survey No 3694 levied on by said
Steele as Arad Franklins property at the suit
of Margaret McBratney after being sworn upon
actual view we do appraise said land at
twelve dollars pr acre Given under
our hands and seals this 24 day of March
A D 1842

Saml McMartin (Seal)
Alexander Hunt (Seal)
Joseph Brannon (Seal)

Civil/Domestic Case File

Case No. 1841-CV-0026

No. 41-CV-26

Union Common Pleas Court.

Sedam Seatman & Co
Plaintiff,

AGAINST

Oliver P Kennedy
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT
$260 83

Recorded & Indexed.

Journal 3 Page 11
Record No. 3 Page 552
Ex. Doc. 1 Page 264

John L. Taylor
vs.
O. C. Kennedy

Judgt Spring T. 1842
Issue alias execution, if levy
ifture vendi –

John Caffie Clk.
Union Co.
April 20th 1843.

Brinkle & Gilbert
for Pltff.

2.56
1.95
4.51

Union Com. Pleas

Sedam Leatman & Co

vs } Summons

Olivr C. Kennady

served by ~~Certified~~
Copy June 15 1841 —
W. M. Steele Sheff

Service — 35
Mil — 25
Copy — 15
75

Filed June 23d 1841
James H. Ewbank

Suit brot on a note of hand made by Deft to pltffs for $566 36/100 dated Oct 12. 1839 upon which $226 36/100 remain due and unpaid besides interest also for goods sold and delivered money paid laid out and expended &c &c

J. L. Taylor atty for pltffs

Judgt for costs

Silas G Strong

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon Oliver C. Kennady to appear on the first day of next Term

~~to appear~~

~~forthwith~~, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court-House in said County to answer unto Cornelius R. Sedam Walker M. Seatman & William N. Greer partners trading under the name style & firm of Sedam Seatman & Co

in a plea of Assumpsit Damages Two hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 15th day of June A.D. 1840

James H. Gill **CLERK.**

Ledam. Yolem & Co

vs

Olin & Kennedy

Plea

Filed Nov 8

Filed Nov 3. 1841

James H. Gillett Clk

Hale in Bar

Lidan Coleman & Co
vs
Oliver C. Kenady

In Union Common Plea
So August Term 1841.

And the said Defendant now comes and for plea says that he did not assume an promise in manner and form as the said Plffs have above thereof complained against him & of this he puts himself upon the country. & Plff do the like.

By D. Hall his atty

Union Com. Plas.

Sedam Gatman & Co.

v

Oliver C. Kennady.

Filed Aug. 21. 1861

Jas. H. Gillette

Cert bill made

Recorded

J. L. Taylor

Att'y for Plffs.

Declaration on Notes.—Printed and Sold by S. W. Ely, Chillicothe.

STATE OF OHIO, } **Court of Common Pleas,**

Union **County, ss.** } August Term. A. D. 1841—

Cornelius R. Sedam, Walter M. Yeatman & William N. Green, partners trading under the name style & firm of Sedam, Yeatman & Co. plaintiffs in this suit, complain of Oliver C. Kennedy, defendant in this suit, in a plea of assumpsit—

for that whereas, the said Defendant — on the twelfth day of October, in the year of our Lord One thousand eight hundred and thirty nine, at the County aforesaid, made his Promissory Note in writing, and delivered the same to the said Plaintiffs and thereby promised to pay to the order of said plaintiffs by the name & description of Sedam Yeatman & Co. five hundred and sixty six Dollars & thirty six Cents, for value received at the Franklin Bank of Columbus, six months after the date thereof

which period has now elapsed; and the said Defendant — then and there in consideration of the premises, promised to pay the amount of the said Note to the said Plaintiffs according to the tenor and effect thereof:

And for that whereas, the said Defendant — on the first day of January in the year of our Lord One thousand eight hundred and ~~thirty~~ forty one at the County aforesaid, was indebted to the said Plaintiffs in dollars, for the price and value of goods then and there bargained and sold by the said Plaintiffs to the said Defendant at his request;

And in dollars for the price and value of goods then and there sold and delivered by the said Plaintiffs to the said Defendant at his request;

And in dollars for the price and value of work, then and there done, and materials for the same provided by the said Plaintiffs to the said Defendant at his request;

And in dollars for money then and there lent by the said Plaintiffs to the said Defendant at his request;

And in dollars for money then and there paid by the said Plaintiffs for the use of the said Defendant at his request;

And in dollars for money then and there received by the said Defendant for the use of the said Plaintiffs —

And in dollars for money found to be due from the said Defendant to the said Plaintiffs on an account then and there stated between them;

And Whereas, the said Defendant afterwards on the second day of January in the year last aforesaid, in consideration of the premises, then and there promised to pay the said several sums of money to the said Plaintiffs on request; yet he has disregarded his said promises, and has not paid the several sums of money, nor either of them, nor any part thereof, to the damage of the said Plaintiff of ~~One thousand~~ Six hundred dollars; and thereupon they bring suit, &c.

Pr. J. L. Taylor
their Attorney

Messrs Brush & Gillett

Caleembury

Ohio

Calculation of O C. R's note

Apl 15, 1830 note	$566.36
Protest	1
	$567.36
Int Nov 30th 1830	19.85
	587 21
Cr Pd Nov 30/30	132
	1 $455.21
Int to Feb 8, 1831	5.21
	450 42
Cr Pd Feb 8/31	70
	380.42
Int to Feb 27	99
	$381.41
Paid	100
	$281 41
Int to Mch 16th 1831	89
	282 30
Pd Mch 16/31	38
	$244 30
Int to Aug 21/31	6.30
	$250.60

Please look over the calculation & if not right make it to suit & forward proof of balance due & costs in good bank funds & give up note & discharge suit. Send us the funds by Mr Phelps or first good private opportunity — Col Garrett would be glad to get his funds by same conveyance if possible

Yours truly Gilbert

See covering letter on other side —

Advertise property for sale April 17. 1843 Not sold for want of Bidders
W. W. Steele Sheriff
The property is sufficient in my opinion to pay the debt
W W Steele

Union Common Pleas

Adam Geatman & Co.
vs
Oliver C. Kennady

Damages	$260.83
Costs	9.04½
Increase	2.15
Writ	.41

Apl. 17.

Credit

May 9. 1842	$32.00

Recd. this writ 18th Nov. 1842

Fees	35
Mile	35
Advtg.	1.25

Filed April 17th 1843
John Cozil Clerk

The State of Ohio, Union County, ss,

To the Sheriff of said County Greeting:

WE command you to expose to sale those goods & chattels of Oliver C. Kennady

to wit: five head of Horses and one Stallion

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 Sedam Yeatman and Co. as well in the sum of two hundred and sixty dollars and eighty three cents their damages, as the sum of $9.04½ their costs in this behalf expended with interest thereon from the 26th day of April A. D. 1842 until paid. Also, $ 2.85 increase of costs, which late in our said Court the said Sedam Yeatman and Co. recovered against the said Oliver C. Kennady 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 Sedam Yeatman & Co.

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

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

John Capsi Clerk.

Union Common Pleas.

Suydam, Yeatman & Co.
vs.
Oliver C. Kennady.

Damages,	$260.83
Costs,	9.04½
Increase,	4.51
This writ,	0.41

Credit-

May 9, 1842,	$32.00

Adv't-

Rec'd this writ May 17. 1843.
Advertised property for
Sale July 1. 1843. but not
Sold for want of bidders

W. M. Steele Sheriff	
fees	35
Mile	70
Adv't	1.25

Filed July 4th 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 goods and chattels of Oliver C. Kennady, to wit: Five head of horses and one stallion,

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 Suydam, Yeatman & Co.

the sum of $260.83, Damages, and $9.04½ costs,

with interest thereon from the 26th day of April A. D. 1842 until paid,

Also, $4.51 increase of costs, which late in our said Court the said Suydam, Yeatman & Co. recovered against the said

Oliver C. Kennady,

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 Suydam, Yeatman & Co.

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 17th day of May A. D. 1843.

John Cassil, Clerk.

D. C. Kennedy Jr. Note

Columbus, Ohio, April 15th 1840

On this fifteenth day of April one thousand eight hundred and forty at the request of J. M. Espy, Esq., Cashier of the **FRANKLIN BANK OF COLUMBUS,** holder of the Note which is hereunto annexed, (O. C. Kennedy for 566 $\frac{36}{100}$ dollars) I, the undersigned, did present the said Note at the said **FRANKLIN BANK OF COLUMBUS,** where it was made payable, and demanded payment of the same; and received for answer, it cannot be paid, as there are no funds in Bank for that purpose.

Whereupon I gave due notice to the Drawer and Endorsers of said Note that it was not paid.

Witness my hand and seal.

Henry B. Cowles L.S

Fees, $ 1

2234

O. H. Kennedy

566 2d

April 15

Rec.d Nov. 30th 1840 on the within note One hundred & thirty two dolls

Sedam Gratman & Co

Feby 8th 1841 Rec.d seventy dolls on the within note

Sedam Gratman & Co

Sedam, Gratman & Co

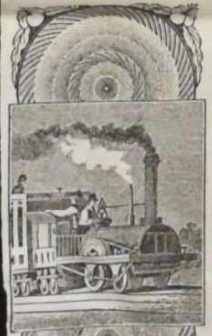
Endorsed

Feby 27th 1841 Rec.d on the within note One hundred dollars.

March 16th 1841 Rec.d on the within note thirty eight dolls

Fay & Connell

Sold by U. P. James,
No. 26 Pearl-street, Cincinnati.



Stereotyped by J. A. James,
No. 1 Baker-street.

$566 36/100

Cincinnati Oct 12th 1839

Six months after date I Promise to

Pay to the order of Sedam Yeatman & Co.

Five Hundred & sixty six 36/100 Dollars,

For value received, at the Franklin Bank Columbus

Milford Sciota Co Ohio C. C. Kennady

Notes payable at Franklin Bank Columbus

Pleas this writ May 1. 1844. J. advertised the property to be sold on the 27th day of June 1844. And sold agreeable to the Advertisement. —

1 Stallion to Joh Casale for 20$.
1 Bay Gelding — do 25$.
1 Bro Mare do 15$.
1 do do 10$.
1 Bay do do 10$. making all
Eighty dollars the residue not sold for want
of Bidders.

M. M. Steele Sheriff

Union Com Pleas 140

Sedam Greatman & Co
vs
O. C. Kennady

Damages $260.83
Costs 9.04½
Interest 7.22
This writ .41

A.

Serv — 35
Mile — .05
Advs 25
Bond 1.60
2.25
Pr. fee 1.00
3.25

Keeping Stock $98.00
from May 27. 1842. to June 27. 1844.
Filed July 2d 1844
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels of Oliver C Kennady to wit; five head of horses, and one Stallion

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 S. & Adam Yeatman & Co

the sum of Two hundred and fifty ——— dollars and eighty three cents, for their damages, together with $ 9,04½ ——— for his costs, with interest thereon from the 26th day of April A. D. 1842 until paid, which late in our said Court the said S. & Adam Yeatman & Co recovered against the said Oliver C Kennady

as of record is manifest. Also, $ 7,22 ——— 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 S. & Adam Yeatman & Co

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

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

John Cassil — CLERK.

Filed August 15. 1842
Jas H. Gill Clk

Ex Docket No 1 Page 140

Sedam Yeatman & Co

v

Olin C. Kennady

Damages $260.83
costs 9.04 p
writ .61

Recd this writ May 4. 1842.
May 9. 1842 made $32.00

Due Aug. 9. 1842
$242.13

levied May 27. 1842 on 5 head of Horses & one Stallion returned by order of the Pltff. Aug. 11. 1842
W W Stuck Sheff

Levy 35
Mile 25
Bond 50
Rent 64

$277.66 May 7.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Sedam Gatman & Co

recovered against Olin C. Kennady

as well the sum of Two hundred and Sixty dollars and Eighty three cents, for Then damages, as the sum of $ 9.04 1/2 for Then 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 Olin C. Kennady

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April 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 Sedam Gatman & 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 4th day of May A. D., 1842

Attest: James H. Gill CLERK.

Ex Docket No. 133

Sedam Leatman & Co

vs

Oliver C. Ramsey

Damages	$260.83
Costs	9.04
Increase	111.08
Writ	41
Cr. May 9. 1842	$32.
" Jany. 27. 1844	80.
	112.00

Service --	37½
Mileage --	4
Advertising -	25
	$6 65
Printer fee	1 00

Wm M Robinson
Sheriff

Filed April 13th 1846
John Caples, Clerk

Received this writ Dec 25, 1845
advertised the within described property in the Eaglet a paper published and in general Circulation in Union County for sale in Marysville on the 13th day of April A.D. 1846

April 13 - 1846 - I offered the within described property for sale by public outcry cry & sold the same to James D. Alexander for Eight Dollars & Fifty Cents he being the highest and best bidder --

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 Goods & Chattels of Oliver C. Kennady. to wit one Horse Beast

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 Sedam Yeatman & Co the sum of Two Hundred and Sixty dollars and Eighty Three cents, for their damages, together with $9.04 for their costs, with interest thereon from the 26 day of April A. D. 1845 until paid, which late in our said Court the said Sedam Yeatman & Co recovered against the said Oliver C. Kennady

as of record is manifest. Also, $111.08 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 provide, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23 day of Decr. A. D. 1845.

John Cassil CLERK.

Execution Docket No. 2 page 184

Adams, Gratman & Co

vs

C. C. Kennedy

Damages	$ 260.83
Costs	9 04½
Increase	108 88
Writ	35

Cr. May 9th 1842	$ 32.00
Do June 29th 1844	80.00
	$112.00

fees

Service	$0 35
Mileage	25
Advertising	25
printers fees	100
	185

Filed May 28. 1845
John Cassil Clk

Received this writ March 28th A D 1844
To attach property found within to Serve
Advertise the within described property for
sale in the Town of Marysville on the 27th
day of May A D 1845 May 27th 1845 — Replied
the above property not sold for want of bidders
Jonathan Robinson Sheriff

Decr 23

433-82-7

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 Oliver C. Kennady, to wit, one Horse Beast

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 Sedam, Yeatman & Co.

the sum of two Hundred & sixty

dollars and eighty three cents, for their

damages, together with $ 9,04½ for their costs, with interest thereon from the 26th day

of April A. D. 1842 until paid, which late in our said Court the said Sedam Yeatman & Co.

recovered against the said Oliver C. Kennady

as of record is manifest. Also, $ 108,88 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 plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 23d day of Nov. A. D. 1844.

John Cassil CLERK.

Civil/Domestic Case File
Case No. 1841-CV-0027

No. 41-CV-27

Union Common Pleas Court.

William Ross — Plaintiff,

AGAINST

John Hurley — Defendant.

NOV 18 41

Settled & Disc.

No Record

Journal 2 Page 330

Record No. Page

Ex. Doc. Page

Union Com. Pleas

Clerks fees $0.25
Shffs fees 3.16
$4.41

Wm Ross
vs
Replevin
John Healy

served by Replevying property & having it appraised by the oaths of Ransom Clark & P B Smith at One hundred and sixty five dollars, taking Bond of Wm Ross in the sum of $330.00 & delivering property to him June 26, 1841.

Wm Stuck Shff

Service	.35
Bond	.50
Call Judgment	1.00
Appraisement	.10
Appraisors	1.00
Mileage	0.05
	3.00

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 William Ross the following goods and chattels to wit seven bags of coffee which John Hurly wrongfully detains from the said William Ross as it is said and also that you summon the said John Hurly to appear at the next term of our Court of Common Pleas to be held within and for the County aforesaid to answer unto the said William Ross for the unlawful detention of said goods and chattels. Damages three hundred dollars and have you then there this writ

Witness James H. Gill Clerk of said Court of Common Pleas this 26th day of June 1841

James H. Gill Clerk

Union Common Pleas

William Ross

vs

3

John Hanley

Filed June 26th 1841

James H. Ewing Clk

Clerks fee $1.50
Sheriffs fee 3.00
$4.50

William Ross
vs
John Healy } In Replevin Damages $300.00

Issue a writ of Replevin for the following goods and chattels to wit Seven bags of coffee.

To the Clerk of Union Com. Pleas

June 26. 1861

Wm Ross

The above named William Ross makes oath and says that he has good right to the possession of the goods and chattels described in the above praecipe, and that they are wrongfully detained by the said John Healy and that the said goods and chattels are 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

Sworn to and subscribed before me this 26th day of June 1861

James H. Gill Clerk

Wm Ross

Mon Com pleas

" "

Wm Pope

appraisment

vs

John Hurley

We Payton B Smith & Ransom Clark being called upon an duely sworn by M. W. Steel Sheriff of Union County to appraise Seven Bags of Coffee taken in Replevin at the Suit of Wm Ross against John Hurley and upon actual view do appraise said Coffee at one hundred and Sixty five dollars

Marysville June 26th 1844

R. Clark

P B Smith

Civil/Domestic Case File

Case No. 1841-CV-0028

No. 41-CV-28

Union Common Pleas Court.

Simon Phelps Plaintiff,

AGAINST

Constant Bacroetal Defendant.

APR TERM. 1842

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal	3	Page	16
Record No.	3	Page	357
Ex. Doc.	1	Page	256

To Mr. Constant Bacon,
and Mrs. Nancy McIntyre.

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

Richard Roe.

July 7th 1841.

Ohio Dec. Ex. Dem.
Union Pleas
vs
Richard Roe
Ejectment
Constant Bacon,
Nancy McIntyre.
Served by delivering to each of the Tenants named a Certified Copy July. 8. 1841
Wm Steel Sheff
Filed Aug 14. 1841
Thos Steel Clerk
Recorded

Service 35
2 Copies - 1.00
Mileage - 35
1.70
Withdrawn

Union County ss. Court of common pleas;
April Term 1841.

John Doe complains of Richard Roe, for that Simon Phelps, Guardian of Nancy McIntyre, Hannah McIntyre, Armadilla McIntyre, and Prudence McIntyre Minor Children and legal heirs of William McIntyre late of said County deceased, had demised to the said John the following lands and tenements, lying and being in the County of Union Ohio, on the waters of Blue's Creek, in the Virginia Military District; described as follows, viz: all that tract known and designated on the plat and survey of the same made by Silas G. Strong and Alexander Robinson as lot No. 24 of Sixty one and a half acres; — Beginning at two elms and a White oak; Thence N. 80° E. 160 poles to two beeches and an ironwood; Thence S. 10° E. 62 poles to two beeches, a sugar and hickory; Thence S. 80° 15 W. 160 poles to a beech, sugar, and ironwood; Thence N. 10° W. 61 poles and five links to the beginning, being part of original survey No. 5506, of 1796 acres patented to John Baird on the 26th day of April 1809; — and also ten Meadows — ten cabins — ten barns — ten stables — ten orchards — ten out houses — ten yards — ten gardens — twenty acres of arable land — twenty acres of meadow land — twenty acres of pasture land — twenty acres of wood land — twenty acres of land covered with water — and twenty acres of other land, with the appurtenances, situate in the said County of Union; — To have and to hold the same to the said John from the 18th day of April A.D. 1841, for and during the term of One and a half years thence next ensuing: By virtue of which demise the said John entered into the said tenements with the appurtenances and was possessed thereof for the term aforesaid: And the said John being so thereof possessed, the said Richard afterwards to wit: on the first day of May 1841, with force and arms entered into the said tenements with the appurtenances and ejected the said John therefrom, and other wrongs to the said John then and there did; to his damage Sixteen dollars. And therefore he sues &c.

By Otway Curry his Atty.

John Doe ex dem
Simon Phillips
v
Richard Roe
Nancy McIntire
& Constant Bacon
Tenants

Consent Rule
& Plea

Filed April 22nd
1842
Jas H. Gill Clerk

Hall for Defts

Ejectment To April
Term AD 1861

John Doe Ex dem
Simon Phelps Guardian &c
vs
Nancy McIntire and Constant
Bacon

And the said Defendants
come and confess the
lease entry and ouster
in the said Declaration
mentioned and admit
themselves to be in possession of the premises in said
declaration mentioned & alleged against them
and for plea say that they are not guilty
and for plea say that they are not guilty of
the trespass and ejectment in the said decla
ration alleged against them and of this they
put themselves upon the country and the said
John doth the like

By A Hall Their
Atty

Union Common Pleas

Simon Phelps

page 142

v

Constant Bacon

Nancy McSutin

Costs $10,58½

Writ .40

Served by removing the goods & Chattles of Nancy McSutin from the within described premises & giving Simon Phelps possession of the same

Constant Bacon not found an Occupant. No property found wherein to levy

May 6. 1842

Wm W. Steele Scheff

Filed May 2. 1842
J. H. Gillespie Clk

Serv	35
Mileage	.30
Apistats	.25
	.90

The State of Ohio Union County ss
To the Sheriff of said County Greeting
Whereas at a Court of Common Pleas begun and held in Marysville in and for said County on the 26 day of April A.D. 1862 John Doe Ex. Dem. Simeon Phelps recovered against Constant Bacon and Nancy McLutin his debt yet to come of and to the premises following to wit. In the states of Blues ward in the Virginia Military District, all those tracts known and designated on the plat and survey of the same made by Silas G. Strong & Alexr Robinson as lot No. 24 of 61½ acres. beginning at 2 Elms & a white oak thence N. 80° E. 160 poles to 2 beeches and an ironwood, thence S. 10° E 62 poles to 2 beeches a sugar tree & Hickory thence S. 80° 15 W. 160 poles to a beech sugar & ironwood thence N 10° W. 61 poles & five links to the beginning. being part of Survey No 5506. You are commanded to give possession of the ~~lands & premises~~ aforesaid to the said John Doe. And whereas the said Simeon Phelps recovered in the aforesaid action against the said Constant Bacon & Nancy McLutin the sum of $10.58½ cents you are therefore commanded that of the goods & chattels & for want thereof of the lands and tenements of the said Constant Bacon & Nancy McLutin you cause to be made the ~~damages~~ costs aforesaid. And how you shall execute this writ make appear to our Court of Common Pleas at their Term and have you then there this writ

Witness James H. Gill Clerk of said Court this 5th day of May 1862

James H. Gill Clerk

Civil/Domestic Case File

Case No. 1841-CV-0029

Civil/Domestic Case

1841-CV-0029

located with

Supreme Court Case

1842-SC-0009

Civil/Domestic Case File

Case No. 1841-CV-0030

No. 41-CV-30

Union Common Pleas Court.

T B Caldwell
Plaintiff,

AGAINST

Henry Farnam
Defendant.

NOV TERM, 1841

Judg vs Defendt,

Journal 2 Page 329

Record No. 3 Page 5-26

Ex. Doc. 1 Page 244

Union Com. Pleas

Thos. B. Caldwell
vs Trespass
Henry Jamison

Filed August 14. 1841
James H. Gill Clerk

33.99
6
3/203.94
67.9
6
76.9
33 99
34.74.

0/340
10
5.1

State of Ohio union county millcreek Town ship

J. B. Coldwell vs Henry Farnum

Debt and intrest $33-99
Summons 0-12 c
judgment 0-12 c
execution 0-25
Const fe 0-20
transcript 0-31
the above cost paid by the plantiff
execution 25 cts
Const fe 0-5 cts
this transcript 31 cts

31 c
5
25
31
20
05
25
162 c

A note as folows

marysvill march 29-1841 one day after date I promis to pay Zerze woods or order thirty three dollars and sixty nine cents for value received Henry Farnum

Summons issued may 20-1841 Cause to be tried the 25 day of same month at two oclock pm

Summons returned by Wm Thompson 2d Const of millcreek Town ship served by reading

may the 24 day 1841 the defendant Henry Farnum appeard and confest judgment therefore the plantiff J. B Coldwell is to recover of said defendant the sum of thirty three dollars and ninty nine cts and costs

James Bell J P

execution issued may 25-1841 execution returned June 21-1841 no property found whereon to levy Wm. Thompson 2d Constable of millcreek Town ship

Transcript taken by plantiff August 6-1841

execution issued to Wm Thompson 2d const August 13th-1841

execution returned August 14th-1841

To goods or chattles found whare on to levy it is how ever sugested to me that the said Henry Farnum has Lands or tenements out of which this debt and costs might be made August 14-1841 Wm Thompson 2d Const

I do hereby Certify the foregoing is a true Transcript in substance of my docket

August 14-1841 James Bell J P

Union Com. Pleas

J. B. Caldwell

vs Z Sarc. Fac.

Henry Farman

Served by giving Henry Farman a Certified Copy — Aug 14th 1841

W. H. Steele Sheff

Service — 35
Mile — 5
Copy — 20
40

Filed Aug. 14. 1841

James M. Gill Clerk

cost bill made

Recorded

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas J. B. Caldwell on the 24th day of May 1861 recovered a Judgment before James Bell one of the Justices of the peace within and for the said County of Union for the sum of thirty three dollars and ninety nine cents damages and costs of suit against Henry Fammer upon which said Judgment an Execution was issued by the said James Bell and returned no goods found whereon to levy, and it having been suggested to the said James Bell that the said Henry Fammer is possessed of lands and tenements as appears by a transcript of said Judgment and proceedings filed in our said Court in and for the said County of Union. You are therefore commanded that you make known to the said Henry Fammer to appear before our said Court of Common Pleas on the first day of their next Term to shew cause if any there be why Execution should not issue against his lands and tenements to satisfy said Judgments and further to do and receive what our said Court shall then and there consider of him in that behalf and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court House this 14th day of August 1861

James H. Gill Clerk

Offered Property for sale Febr 27. 1844 (having previously advertised according to law) but not sold for want of bidders

W W Steele Sheriff

Serv 25
Mile 5
Advty 25
Cr. fee 3.00
3.65

1st Docket

Union Com Pleas No 119

J. B. Caldwell

vs

Henry Larrum

Cr Febr. 28. 1842 $31.45

Debt $33.99
S.P. Costs 1.62½
Court Costs 8.24½
Increase 11.13
writ .41

A

Recd appro. Receipt
Dated Oct 11. 1842. amounting to $1.50. Jany. 29. 1844
Stue

Recd of A. Hall Febr. 7. 1844
One dollar & fifty cents. Stue

Filed March 2d 1844
John Cupil 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 Henry Farnum, to wit: 50 acres more or less survey No 5477 bounded as follows. begining at a bur oak and Buckeye N.W. corner of original survey thence S 10 E. 118 poles to a stake in the line of the original survey thence N 80 E. 68 1/2 poles to a stake thence N 10 W 118 poles to a stake in Brandridges line thence S 80 W 80 poles to the begining Excepting 28 acres conveyed by D. Farnum to Thomas Holycrofs.

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

the sum of thirty three — — — — — — — — — — — —

dollars and ninety nine — — cents, for his

damages, together with $ 9, 87 — — — — for his costs, with interest thereon from the third day

of November A. D. 1841 until paid, which late in our said Court the said

recovered agaiest the said

as of record is manifest. Also, $ 11, 13 — — — — — — 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 Thomas B Caldwell

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 27 day of October A. D. 1843

John Cassil CLERK.

Ex Docket No. 1 p 119

T. B. Caldwell
vs
Henry Farnum

Debt & interest	$33.99
Justice costs	1.62
Costs	8.24½
Mileage	7.48
Writ	.41
	$51.74½

Credit
Feb 28th 1842 $31.45

Recd this writ July 19. 1863
Offered the property for
Sale Oct: 16. 1843. having
previously advertised accor-
-ding to law, & found no bidder
the property is sufficient in
any Opinion to pay the debt.
Oct 16. 1843.
W. W. Steele Shff

Serv 35. Mile 5 – Advertising
25. = 1.65
Fees 3.00 $3.65

Filed Oct 17. 1843
John Cassil Clk

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

We command you to expose to sale those lands and tenements of Henry Farnum

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Thomas B. Caldwell the sum of $33.99 Debt and damages and 1,62 interest

with interest thereon from the third day of November A. D. 1841 until paid, Also, $ 824 ~~increase of~~ Court costs, which late in our said Court the said Thomas B. Caldwell recovered against the said Henry Farnum and the sum of $7,48 increase costs,

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

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

Witness, John Cassil, Clerk of said Court, at the court-house aforsaid, this 17th day of July A. D. 1843.

John Cassil Clerk,

Ex Docket No 1 Page 119

J B Caldwell

v

Henry Farnam

Debt & Int.	$33.99
Inst. Cost	1.62½
Court "	8.24
Writ	.41

Levied Dec 16. 1841 on 50. acres more or less being No 5477. bounded as follows beginning at a Burr oak & Buckeye N W Corner of original Survey. thence S 10 E 118 poles to a stake in the line of said Original Survey thence N 80 E 68½ poles to a stake thence N 10 W. 118 poles to a stake in Brandywine line thence S 80 W 80 poles to the beginning — Excepting 28 acres Conveyed by Sd Farnam to Thos Hoby corp Appraised by the oaths of James Thompson Ralph Graham & George Hammaratt at ten dollars per acre Advertised for sale on the 28 day of February 1842 not sold for want of Bidders

Made Feb 28. 1842 $31.45 W W Stile Sheff

Sheffer

Serv	.35
Inquest	1.00
Adv	3.25
Mile	.35
Pound	.62
Apprm	1.50
	37.97

Filed March 31 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 Third day of November A. D., 1841 Thomas B. Caldwell received an award of execution against the lands & tenements of Henry Fannin on a judgment on the docket of James Bell Attorney May 25 1841 in favor of said Caldwell recovered against and against said Fannin for the sum of $23.99 Debt and damages and $1.62 p

dollars

as well the sum of

and cents, for damages, as the sum of $8.24 p

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 Fannin you cause to be made the sum of $23.99 Debt & damages, and $1.62 p till interest from May 25 1841 till paid also $8.24 p

~~you cause to be made~~ the ~~damages and~~ cost aforesaid with interest thereon from the Third day of Nov. 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 Thos B. Caldwell

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 Dec A. D., 1841

Attest: James H. Gill CLERK.

We the Undersigners being called upon by Wm W Steele Sheriff of Union County Ohio to appraise 22 acres of land part of Survey No 5477 taken by said Steele in Execution as Henry Farnams Property at the suit of Thos B. Caldwell, and being the residue of 50 acres out of which Sd Farnam conveyed to Thos Holycroft. After being duly sworn upon actual view we do appraise said land at [illegible] at ten dollars per acre. Given under our hands and seals this 3d day of February A D 1842

James Thompson Jr (Seal)
Ralph Graham (Seal)
George Hanawalt (Seal)

This is to certify that Jas Thompson Jr & Ralph Graham & George Hanawalt appeared before the undersigned a Justice of peace & was duly sworn to make a true valuation of the land of H Farnam
Feb 3d 1842 James Bell J P

Civil/Domestic Case File

Case No. 1841-CV-0031

No. 41-CV-31

Union Common Pleas Court.

Amos Snuffer, Plaintiff,

AGAINST

John Epps, Defendant.

APR TERM. 1842

Nonsuited

Recorded & Indexed.

Journal 3 Page 12

Record No. 4 Page 1

Ex. Doc. 1 Page 203

Union Com. Pleas

Amos Snuffer

vs } Transcript

John Epps

Filed Aug. 16. 1841

James H. Gillette

Amos Snuffer
Vs
John Essex

Demand	$35.00
Judgement	28.00
Costs total	$8.49
Jus costs	
Plaintiffs Summ.	12½
Subpoena for 5 w.	28½
Do for 2 w.	16½
Swearing Witness	28
Judgt	25
	1.10½
Def. Cost Subp. for 4.	24½
Swearing Witness	16
Transcript	31¼
Bail Bond	25
	.96¾
Witnesses Plaintiffs	
Joseph Dunlap	50
Mary Vanay	50
William Dunlap	50
Samel Milligan	50
Elijah Burroughs	50
Caleb Clark	50
Levi Snuffer	50
defendants witnesses	
Richard Essex	50
Johna Essex	50
Thos Dunlap	50
Hamlin Essex	50
Constable summons	10
travel	05
Subpoena travel	25
Service	52½
	9 L+

April 8th 1841

Suit brought for damages sustained by Plaintiff in the loss of two Cows by drinking Virus at defendants Sugar Camp on the 28th day of March last damages laid at thirty five dollars

April 8th Summons issued returnable the 17th April at one oclock P.M. and returned the 14th served by reading service 10 cents travel 05 cents Subpoena returned at the same time service reading to four & one copy 52½ cents travel 25 cents David Reed Constable

April 17th one oclock P.M. Parties appeared and went into trial when the following witnesses were sworn and examined on the part of the Plaintiff towit Joseph Dunlap Mary Vanay Elijah Burroughs Samuel Milligan William Dunlap Levi Snuffer and Caleb Clark and on the part of the defence Joshua L Essex Thos Dunlap Hamlin Essex & Richard Essex

When on hearing the testimony we (having called Amos A Williams to sit with me on the case) consider that the Plaintiff recover of said Defendant John Essex the sum of twenty eight dollars together with the costs of suit herein taxed at seven dollars & ninety three cents

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 proceedings had by and before me in the above cause

E Mcrary Justice of the Peace of the afore said Township

Filed Aug. 16. 1841
James H Lucas Clk

Amos Smuffin } In damage thirty five dollars
vs } Whereas the afore said John Epps
John Epps } did on or about the 29th day of March
1841 expose leave uncovered and did
place a quantity of Cyrrup or Molasses at the afore said John
Epps sugar camp on place of Making sugar so that
the afore said Amos Smuffins stock by leaving said
Cyrrup or molasses expose to them drank there of
to such extent that it caused the death of two cows
to the damage of the afore said Amos Smuffin
thirty five dollars April 6th 1841

Filed Aug. 16. 1841
Jas. H. Lee Clk

In the action Amos Umffen against John Essex I William Holycroft acknowledge myself bail for the appellant in the sum of Seventy five dollars to be levied of my goods and chattels lands and tenements in case the 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

his mark
Signed William Holycroft

Taken signed and acknowledged on this 22d day of April in the year 1841 before me E Wbrary J.P.

Amos Snuffin
vs.
John Eppes.

Dar. - Trespass on the case.

Appeal.

Filed Nov. 11. 1844
James H. Gill Clk
cost bill made

Recorded.

A. Hall,
Attorney for Plff.

1

In Union Co. Common Pleas - August Term, A.D. 1841. —

Amos Snuffin
v. } Appeal - Trespass on the case.
John Eppes.

This cause comes into Court by appeal - thereupon Amos Snuffin complains of John Eppes in a plea of Trespass on the case, for that whereas, the said John Eppes, on or about the 25th day of March, A.D. 1841, at Union County aforesaid, was possessed of a quantity of molasses, otherwise called Syrup, manufactured from the products of the Sugar-tree; and said defendant, being so possessed, and well knowing that said molasses, otherwise called Syrup, was and is poisonous and destructive to cattle, did, on or about the 25th day of March aforesaid, place and deposit, or cause to be placed and deposited, in an open forest and common, where cattle were and are wont and accustomed to run at large, a large quantity of said molasses, otherwise called syrup, in a careless, negligent and unguarded manner, well knowing, at the time, that said forest and common was open to the public highway, upon which highway, and through said forest and common, cattle were frequently and rightfully passing - yet utterly disregarding his duty as a good Citizen, the said defendant did then and there place and leave a large quantity of said molasses, otherwise called syrup, for a long space of time, without securing and guarding the same in a proper manner, insomuch that two cows, the property of the plaintiff, in passing that way, and roaming thereabout, as was their custom, were attracted and induced thereto, drank thereof, and sickened and died by reason of the drinking of the same, to ~~the damage of the said plaintiff Ninety-nine Dollars~~.

And whereas, also, on the day and year last aforesaid, at the County aforesaid, the said plaintiff was possessed, as of his own right, of two certain other cows, which said cows were lawfully running at

large in the public highway and in the open prairies and forests — and the said defendant was then and there possessed of a quantity of molasses, otherwise called syrup (manufactured from sugar water) and being so possessed, then and there carelessly and improperly left a large quantity of said molasses, otherwise called syrup, exposed in the open forest and common, for a long space of time, to wit: twenty-four hours; well knowing that such molasses, otherwise called syrup, was, and is, destructive to cattle; and that cattle being peculiarly fond thereof, would drink of it until they died by reason of the drinking of the same; and further knowing that cattle were daily running at large in and about said forest and common, yet, notwithstanding the premises, he, the said defendant, carelessly and negligently placed and left said molasses otherwise called syrup, exposed as aforesaid, insomuch that plaintiffs two said cows, lawfully and rightfully passing through said open wood land, were attracted to said molasses otherwise called syrup, drank thereof, until they sickened and died by reason of the drinking of said molasses otherwise called syrup, to the damage of said plaintiff ~~Ninety-nine Dollars~~.

And whereas also, on the day and year last aforesaid, at the county aforesaid, the said plaintiff was possessed, as of his own right, of two ~~certain~~ other cows, which said cows were lawfully running at large in the public highway and in the open prairies and forests — and the said defendant, being possessed of a quantity of molasses, otherwise called syrup, which said molasses, otherwise called syrup, is poisonous and destructive to cattle, which said defendant well knew, and does yet know — yet the said defendant, disregarding the premises, did cause and order his servant and servants to place and deposit a large quantity of said molasses, otherwise called syrup, in said open forest and common, in a careless and negligent manner, insomuch that plaintiffs two said cows, running at large as aforesaid, were attracted thereto, drank thereof, until they sickened and died by reason of the drinking of said molasses otherwise called syrup, to the damage of said plaintiff ~~Ninety-nine Dollars~~.

And whereas, also, on the day and year last aforesaid, at the County aforesaid, the said defendant, well knowing that two Men Cows belonging to, and the property of, the said ~~plaintiff~~, were wont and accustomed to run at large upon the public highway and through the open forest and common as aforesaid, and that said Cows were actually then and there so running at large, did, designedly and maliciously, with intent wickedly to destroy and ruin the plaintiffs said Cows, place and deposit, or cause to be placed and deposited in said forest and common, a large quantity of molasses, otherwise called syrup, ~~the~~ said plaintiff well knowing, moreover, that said molasses otherwise called syrup, was and is destructive and poisonous to cattle — yet, by reason of such wicked placing and depositing, the plaintiffs said Cows were attracted thereto, drank thereof, until they sickened and died by reason of the drinking of said molasses, otherwise called syrup, to the damage of said ~~but therefore he brings his suit, &c.~~ plaintiff Ninety-Nine Dollars. and there upon he sues &c

~~[illegible] Plaintiff~~

A Bell Atty for Plff

Amos Snuffin

v } Sub

John Epps

Served by reading to
Saml Milligan Joseph
Dunlap John Milli
gan Amos A Williams
& Mary Milligan
April 22. 1842

Wm W Stark Shff

+ Served by reading to Calle
Clark Apl 27. 1842

Wm W Stark Shff

Serv 12
mile 5

Serv 62
Mile 35

Filed Apl 25. 1842

Jas A Gill Clerk

134

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Saml Milligan Joseph Daniel & John Milligan & Amos A. Williams Moses Milligan & 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~~ Second day of next Term, to testify and the truth to speak on behalf of Amos Snuffin

in a certain matter in controversy in our said Court depending: wherein Saml Snuffin is plaintiff, and and John Epps 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 21st day of Apl A. D. 1842.

James H. Gill CLERK.

John Epps
adm Dec.

Ann Sunffin

Served by Copy on Joshua Epps & Rachel Epps & by reading to Paschal Spain & wife Miller Spain Abram Holycrop & Hester his wife Jas Wilber pr Holycrop Alonzo Damron Thos Simlap & Preston Epps. Wm Orders not found Apl 22. 1842

W W Steele Shff

Serv 1.62½
Mile 80

Filed Apl 25. 1842
Jas H. Gill Clerk

47½
2.42
2.89½

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Hamilton Epps Paschal Spain & wife Milla Spain, Abram Holycross & Jane his wife Jas Miller Wm Holycross Wm Anderson Sloma Dotrow Joshua Epps Thos Dandeps Richd Epps 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~~ second day of next Term, to testify and the truth to speak on behalf of John Epps

in a certain matter in controversy in our said Court depending: wherein Amos Snuffer is plaintiff, and and said Epps 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 21st day of April A. D. 184[illegible]

James H. Gill CLERK.

Subpoena
ads Jno
Amos Smith
Served by reading
Apl 26. 1842
W W Stark Shff

47p
1.34
1.81 +

Ser 22
Mile 5
17 +

Filed Apl 26. 1842
Jas A Gardell

Served by reading to
Russell B Spain &
Wm Orders Apl 27
1842 W W Stark Shff
Ser 25
Mile 5
30.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Wm Lukins Wm Andrews Russel B Spain

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, ~~forthwith~~ tomorrow, to testify and the truth to speak on behalf of John Epps

in a certain matter in controversy in our said Court depending: wherein James Spurgin is

plaintiff, and

and said Epps 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 said court at the court house aforesaid, this 26. day of April A. D. 1842.

Samuel H Gill CLERK.

Mon Com Pleas

John Epps
vs
Amos Griffin

Plea

Filed Apl 21. 1862
James W. Gill Clk

John Epps
vs
Amos Smith

August Term 1841
In Case

And the said John comes & defends the wrong and says that he is not guilty of the said supposed grievances laid to his charge in manner and form as the plaintiff hath in the several counts in his declaration complained against him and of this he puts himself upon the Country

By Wm C Lawrence
his atty

Plaintiff will further take notice that defendant will prove and especially insist that the negligence or carelessness and wrongfulness charged to defendant is true only when applied to the plaintiff in the transaction. Notice in Short

Erased by order of Court

Ex Docket No 1 Page 137

John Epps

ads

Amos Snuffin

Epps costs	$23.10¾
Snuffin "	26.89 ¼
Int	.40
	$50.41 ¼

Made by receipts May 23d 1842 $10.98

Levied on 2 - 30 gallon Iron Kettles May 23d 1842 Returned by order of Pltff Aug 24. 1842
W. H. Slade Shff

Lev 35
Mile 50

Filed Aug 27. 1842
Jas H Gill Clerk

May 7 - 1842.

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 John Epps

recovered against Amos Snuffin

as well the sum of dollars

and cents, for damages, as the sum of $33.10¾

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 Amos Snuffin

you cause to be made the ~~damages and~~ cost aforesaid with interest thereon from the 26th day of April 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 John Epps

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.

Levi Smiffin &
others —

Recepts

whe undersine have Recd one fees from
Amos Snuffin on the Sute betwene
A Snuffin and John Espes May 20th 1842

Jesse Snuffin
Caleb Clark
Samuel Milligan
Mary Milligan
William Dunlap
John Milligan
A. A. Williams

.50
1.25
1.25
1.25
.50
.75
.75
2.06 J P
.92½ Const
1.25 J Dunlap
10..48
5

E W Gray
Receipt

Amos Snuffer vs John Epper } Recd. of Amos Snuffer One dollar and Eighty two cents in full of my fees in the above case this 20th day of May AD 1842 O. Mbrary J.P.

$2.06¼

1.00
.96
2.06

L. Reed,
Cons
Receipt

May the 23rd 1842

Received of Amos Snoffin sixty eight cents it being my fees in full as Constable in a suit between him and John Epps

David Reed Cons

$.68 1/2

J. Hamlap

May the 20
1851 Received
of Amos Snuffin
in full of all
costs on a suit
between J. Ellis
and A. Snuffin
Joseph Dunlap

$1.25

For value Rec^d I
to Bennett Lewis —
in his name —

assign the within Judg^t
to collect the same
August 11th 1863
A. C. Jennings

250
60
310,

250
60
310,

158,
316,

Wm E Brown
vs } Replevin
Thos F Woods &
Wm Gibson

In the Union Coun
Common Pleas
Judgment for defen
dants for $42.50 at
July term A.D. 1843

Value Rec'd we assign the above
Judgment upon which we have received
nothing to A. C. Dunning hereby allow
ing him in the use of our names to collect the
the same as we might and when collected to
apply the same to his only use and benefit

August 9th 1843 —

Jas W Evans assignee of
Wm L. Gibson
Thomas F. Woods

James E Harris
Transfer

Filed Jan 13. 1843
John Cattell Clerk

I assign my Interest in a Judgement
in Court against W. W. Woods and
Samuel Wood Bail in favor of
Caldwell & Harriott to John Caldwell
for value Received
December 18th 1842 James E Harriott

Civil/Domestic Case File

Case No. 1841-CV-0032

No. 41-CV-32

Union Common Pleas Court.

Clinton Bank
Plaintiff,

AGAINST

John Gabriel et al.
Defendant.

NOV 1841

Judg vs Defendt

Journal 2 Page 326

Record No. 3 Page 514

Ex. Doc. Page

Ck Pracipe

Shinton Bank

v

Joseph Gatnel Jr et al

Pracipe

Filed Aug. 17. 1841

James H Gwellet

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

vs.

John Gabriel & William Gabriel Jr late partners trading as Wm Gabriel Jr. Norman Chipman and Reuben P Mann

} Assumpsit

Issue a summons returnable fourteenth Damages four hundred dollars.

Endorse suit brought on a note of hand dated August 28th 1840 Payable in three months after date for $200 —

also for money paid, lent, and advanced, and on account stated.

To the Clerk of the Court of Common Pleas,

of Union County, Ohio, August 18th 1841

Attorney for Plaintiff

V Mitchell Gilbert —

Suit brot on a note of hand dated August 18 1840 payable in three months after date for $200.00 also for money lent and advanced & an account stated

Brush & Gilbert
Attys for plffs

Union Com Pleas

Clinton Bank
vs
Summons
J. & Wm Gabriel &
Norman Chapman &
R. P. Mann

Served by Certified Copies on each deft
W W Stebbins Shff

Service — 95
Mile — 40
Copies — 60
195

Filed Aug 18. 1841
James H Lewelle

2.27

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Gabriel & Wm Gabriel late partners trading as J & Wm Gabriel & Norman Chipman & Reuben P. Mann

to appear on the first day of 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 The President Directors & Co of the Clinton Bank of Columbus

in a plea of assumpsit Damages Four hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of August A.D. 1841

James H. Gill CLERK.

Warren Schollay

Shinton & Bank

vs

Jeffr. Gabriel Fretal

Warrant in Assumpsit

Filed August 25. 1841

James H. Gill Clerk

Exclusive

Cost bill made

Recorded

2 11. 14 D

Bpl.

Jno & Wm Gabriel Copartners trading J & W Gabriel
Norman Chipman & Reuben P Mann

THE STATE OF OHIO, } **COURT OF COMMON PLEAS,**
Union County, ss. } August **TERM, 1841**

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

Plaintiff, in this suit complain of John Gabriel & William Gabriel late partners trading as J & W Gabriel & Norman Chipman & Reuben P. Mann.

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

For that whereas, the said defendants on the 28th day of August in the year of our Lord one thousand eight hundred and ~~thirty~~ forty at Columbus, to wit, at said Union County made their promissory note in writing, and then and there delivered the same to the Plaintiffs and thereby, then and there promised to pay to the said Plaintiffs or order at their bank the sum of Two Hundred dollars and ~~cents,~~ in three months after the 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 plaintiff according to the tenor and effect thereof.

And whereas, also, the said defendants afterwards, to wit, on the 2nd day of November 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 four Hundred dollars, for the price and value of goods then and there sold, and delivered by the plaintiffs to the defendants at their request; also in the further sum of four Hundred dollars, for work and labor, then and there done, and materials for the same provided by the plaintiffs for the defendants at their request; also in the further sum of four Hundred dollars, for so much money then and there by the plaintiffs lent and advanced to, and paid, laid out and expended for, the defendants at their request; also in the further sum of four Hundred dollars, for so much money then and there had and received by the defendants for the use of the plaintiffs and also in the further sum of four Hundred dollars, found to be due from the defendants to the plaintiffs on an account then and there stated between them; and so being indebted, the said defendants in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, undertook, and then and there promised the plaintiffs to pay the aforesaid sums of money, when thereunto afterwards requested so to do: yet the said defendants although often afterwards requested, have not paid the said several sums of money, or any part thereof, to the plaintiffs but have hitherto wholly neglected and refused so to do, and still do neglect and refuse, to the damage of the plaintiffs four Hundred dollars, and therefore they bring suit, &c.

by V Smith & Gilbert
Attys Pltffs

Union Common Pleas.

Clinton Bank

vs.

John Gabriel, W. Gabriel, R. N. Chipman & R. F. Mann.

Damages. —	$211.17
Costs, — —	9.80
Increase, —	2.11
Fin writ, —	0.41

Ad

Rec^d this writ May 16. 1843. Advertised Property to be sold July 1st 1843. but not sold for want of bidders

W. W. Steel Shff

Serv	35
Mile,	.70
Ado Fy	1.25
	2,30

Filed July 4th 1843
John Gabriel Clerk

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

We command you to expose to sale those ~~John~~ goods & chattels of John Gabriel, William Gabriel, Jr. Norman Chipman & Reuben P. Mann, to wit: Ten head of horses,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy The President, Directors and Company of the Clinton Bank of Columbus, the sum of $211.17 Damages, and $9.80 costs,

with interest thereon from the 3d day of November, A. D. 1841, until paid,

Also, $1.11 increase of costs, which late in our said Court the said Plaintiffs recovered against the said

John Gabriel William Gabriel, Jr. Norman Chipman & Reuben P. Mann,

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

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

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

John Cassil, Clerk.

17.+94
211.17 Nov. 3d/41
.082
103 58½ $228.61
168936
179494½

Rec'd this writ May 2. 1844.
Advertised the property according
to law. & offered it for Sale on the
28. Day of June 1844. but
Made No Sale for want of
Bidders.

N. W Steele Sheff

Union Comm Pleas No 102

Alistair Blair
vs
John Gabriel et al

Damages	$211.17
Costs	9.80
Execution	4.82
Fees Writ	.41

Serv	35
Trial	40
Adv	25
	1.00
Rfd.	1.00
	2.00

Filed July 2. 1844
John Cassil Clerk

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods and chattels of John Gabriel William Gabriel jr, Norman Chipman & Reuben P. Mann, to wit; Ten head of horses

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus, the sum of Two hundred and Eleven dollars and seventeen cents, for their damages, together with $ 9 8/100 for their costs, with interest thereon from the 3 day of November A. D. 1841 until paid, which late in our said Court the said Plaintiffs recovered against the said John Gabriel, William Gabriel jr Norman Chipman & Reuben P. Mann as of record is manifest. Also, $ ~~[illegible]~~ 1,82 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the court-house in Marysville, on the first day of their next term, to render unto said Plaintiffs

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

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

John Cassil — CLERK.

Ex. Docket No. 1 page 102

Clinton Bank
v
J. & W. Gabriel
N. Chipman & R. S. Mann

Damages	$211.17
Cost	9.80
Interest	7.23
	7.41

Serv	35
Mile	40
Ad	25
	1.00
Ff. fee	75
	1.75

Filed May 27th 1845
John Cassie, Clerk

A. N B

Recd 50 cts by J. Lawrence

Recd this Venditioni Apl 15. 1845. I offered the property for sale May 21. 1845. having previously advertised according to law, made No Sale 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 goods & Chattel of John & William Gabriel to wit; Ten Head of Horses

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy the President Directors & Company of the Clinton Bank of Columbus the sum of Two Hundred & eleven — — — — dollars and seventeen cents, for their damages, together with $ 9,80 for their costs, with interest thereon from the 5th day of November A. D. 1841 until paid, which late in our said Court the said Plaintiffs recovered against the said John Gabriel, William Gabriel jr. Norman Chipman & Reuben P. Mann as of record is manifest. Also, $ 7,23 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 15 day of April A. D. 184 5.

John Cassil CLERK.

Ex Docket No 1 Page 102

Clinton Bank of Ind.

v

John Gabriel Wm Gabriel &
N. Chipman & R. F. Mann

Damages $211.17
costs 2.80
writ 1.11

Recd this writ Nov 17. 1841
levied in conjunction with another Exo.
in favor of H. L. Gilbert upon ten
head of Horses. Advertised for
sale April 23d 1842 not
sold for want of bidders

Wm W Steele Shff

Serv 35
Mile 35
adv 100
170

Filed April 23. 1842
Sat. 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 3d day of November A. D., 1841 The President Directors & Co of the Clinton Bank of Columbus

recovered against John Gabriel William Gabriel Jr Norman Chipman and Reuben P. Mann

as well the sum of Two hundred and Eleven dollars and Seventeen cents, for their damages, as the sum of $ 9.50 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said John Gabriel William Gabriel Jr Norman Chipman & Reuben P. Mann

you cause to be made the damages and costs aforesaid, with interest thereon from the three day of November 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 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 17th day of November A. D., 1841

Attest: James H. Gill CLERK.

231

Clinton Bank
by
John & Wm Gabriel
N Chipman & R P Mann

Damage $211.17
Costs 9.80
Increase costs 10.15
41

Cr April 15, 1845 0.50
" " 12 2 1848 $100.00

Filed August 15, 1849
James Kirkpatrick Cl K

Recorded

Recd $210.25/100, in full of the
judgment and costs on this judgt, 4 cents costs
August 14 1849
S. Brush Atty
for Clinton Bank

Received this writ June 13, 1849. Money made
in full August 14, 1849 it being $231.53
Fees. Service 35
Poundage 4.00 = $4.35
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those ~~Lands and Tenements of~~ Goods & Chattels of John & William Gabriel to wit Ten Head of Horses,

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

the sum of Two Hundred and Eleven - - - - - - - - dollars and 17 - - - cents for the ~~the~~ damages, together with $9.80 for the costs, with interest thereon from the 3rd day of November A.D. 1841 until paid, which late in our said Court the said Clinton Bank

recovered against the said John Gabriel William Gabriel & N Chipman and R. P. Mann

as of record is manifest. Also, $ 10.15 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 other 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 Kinkade Clerk of said Court at the Court House in Marysville, this 13th day of June A.D. 1849

James Kinkade Clerk.

Ex Docket Page 231

Clinton Bank
vs
John Gabriel W. Gabriel & N. Chipman & R. P. Mann

Damages	$211.17
Costs	9.80
Due	9.39
Writ	.41

Cr April 15th 1845 – $50.00

Filed April 25th 1848
John Cassil Clk

Pleaded

Received this writ October 21, 1847
Returned by order of D. W. Dexter
Cashier of Clinton Bank proceedings
stayed April 12, 1848
Fees – Service 35
Philip Shuler 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~~ Goods & Chattles of John & William Gabriel to wit Ten head of Horses —

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas, of our said County; to satisfy the President Directors & Company of the Clinton Bank of Columbus —— the sum of Two hundred & Eleven —— dollars and seventeen cents, for their damages, together with $ 9.80 for their costs, with interest thereon from the 3d day of November A. D. 1841 until paid; which late in our said Court the said Clinton Bank —— recovered against the said J. Gabriel, W. Gabriel Jr. & Chipman & R. Pillman as of record is manifest. Also $ 9.39 — increase of costs, and accruing costs. And that you have the same before the said Court at the Court House in Marysville, on the first day of their next term, to render unto said Clinton Bank of Columbus —

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 21st day of October A. D. 1847.

John Cassil CLERK.

Filed June 13, 1849
J. A. Kirkpatrick Clk

Union Com. Pleas,
Clinton Bank of Columbus,
vs.
Wm & Jno. Gabriel,
N. Chapman & R. Pullam

Judgt Nov. 1 – 1840
$211.00
Cr April 12/48 $100.
Satisfaction
June 9 – 1849

S. Brush Atty of
Clinton Bank

Jotter Clerk Com. Pleas.
Union Co. Ohio.

Civil/Domestic Case File

Case No. 1841-CV-0033

No. 41-cv-33

Union Common Pleas Court.

Doremus, Suydam &c
Plaintiff,

AGAINST

W W Woods
Defendant.

NOV TERM, 1841

Judgment Deft

Journal 2 Page 341

Record No. 3 Page 517

Ex. Doc. Page

Union Com. Pleas

Precipe —

Dorrance, Duydam and Nixon assignees of S. B. Stern

vs

William W. Woods

Filed Aug. 17. 1841 half past 8 o'clock

James H. Gill Clerk

cost bill made

Recorded

·55
20
11.00

Thomas C. Doremus
Cornelius R. Suydam &
John M. Nixon,
firm of Doremus, Suydam & Nixon,
Assignees of Silas G. Strong,
vs.
William W. Wood

In assumpsit

Damages $2000

Issue a Summons returnable to next Term ~~fortnight~~, & endorse, "Suit brot. on two notes of hand given by defendant to Silas G. Strong and assigned by him to Plaintiffs, one for five hundred and ninety six dollars and thirty five cents, dated Decr. 7th 1840 payable sixty days after date, in funds at par in the City of New York, or its equivalent for value received; - & one for five hundred dollars, dated Decr. 7. 1840, payable one day after date in funds at par value in the City of New York, or its equivalent, for value Received."

To the Clerk of Union County Court of Common Pleas.

August 17th 1841. C. Anthony, Plff's Atty.

Union Com. Pleas.

Doremus Saydam & Kitson

vs.

William W. Woods

Narr.

Filed August 25. 1841

James H. Gill Clerk

C. Anthony Pltff's Atty.

tenor & effect thereof: Yet the said defendant has disregarded his said promises, and has not paid the said sums of money, nor any part nor either of them: to the damage of the said Plaintiffs, two thousand dollars; & therefore they sue &c.

C. Anthony Pltff's Atty.

The State of Ohio Union County Court of Common Pleas
August Term A. D. eighteen hundred and forty one.
Union County ss.

Thomas C. Doremus, Cornelius R. Suydam & John M. Nixon partners under the firm of Doremus, Suydam and Nixon, Plaintiffs, and assignees of Silas G. Strong, complain of William W. Woods defendant, a plea of Assumpsit, for that the said defendant on the seventh day of Decr. eighteen hundred and forty, at Union County aforesaid, made his promissory note in writing of that date, and then & there delivered the same to Silas G. Strong, & thereby promised to pay to the said Silas G. Strong or order five hundred and ninety six dollars and thirty five cents sixty days after date in funds at par in the city of New York or its equivalent, for value received, which period has now elapsed: And the said Silas G. Strong then & there endorsed the same to the said Plaintiffs, whereof the said defendant then & there had due notice, & then & there in consideration of the premises promised to pay the amount of the said note to the said Plaintiffs according to the tenor & effect thereof: And also for that whereas the said defendant on the seventh day of Decr. eighteen hundred forty, at Union County aforesaid, made his other promissory note, in writing of that date, and then & there delivered the same to the said Silas G. Strong, & thereby promised to pay to the said Silas G. Strong or order five hundred dollars one day after date, for value received, in funds at par value in the city of New York, or its equivalent, which period has now elapsed: And the said Silas G. Strong then & there endorsed the same to the said Plaintiffs whereof the said defendant then & there had due notice, & then & there in consideration of the premises promised the Plaintiffs to pay them, the amount of the said note according to the

Union Com. Pleas

Summons, Sugdam
& Wife
vs
Summons

William W. Woods

Served by giving
Deft Certified Copy
Aug 17. 1841
Wm W Stub Shff

Serve — 35
Mile — 5
Copy — 15
55

Filed Aug. 17. 1841
Jas W. Gill Clk

Suit brought to recover two notes of hand given by Deft to Silas Sugdam
and assigned by him to Plff one for five hundred and
ninety six Dollars & thirty five cents dated Dec 7. 1840 payable
sixty days after date without defalcation at par in the City of New York
with equivalent in value thereof and one for five hundred
Dollars dated Dec 7th 1840 payable one day after date in
funds at par value in the City of New York with equivalent
in value thereof

C. Gilliam Plffs Atty

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon William W. Woods

to appear on the first day of next June ~~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 Thomas C. Doremus Cornelius R. Suydam & John M. Nixon firm of Doremus Suydam & Nixon assignees of Silas G. Strong

in a plea of Assumpsit Damages Two thousand ——— Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 17th day of August A.D. 1841

James H. Gill CLERK.

Union Com Pleas

Wm W. Woods
ads
Rea
Summons & als
Filed Oct 30. 1861
James H. Gillett

Wm W Woods
ads
Lorenzo Sydam & Mixter

Mich Com Pleas
in assumpsit

And the said ~~Plaintiffs~~ Wm W. Woods comes and defends &c and says that he did not assume in manner and form as the said Plaintiffs hath declared against him and of this he puts himself upon the country and the said Pltffs doth the like &c

By Wm C Lawrence
his atty

The plaintiffs will also take notice that the defendant on the trial of this case will give in evidence and insist that the defendant by reason of sundry payments made on the note for $596.35. on which this suit is in part Brot by plaintiff. to Silas G Strong the payee of said note before the same became due and before the commencement of this suit whereby plaintiff now become indebted to Deft defendant is entitled to a sett off to the amount of five hundred dollars for monies paid on said note by Heman Ferris for the use of Deft on said note and also in the further sum of one hundred and twenty five dollars the amount of said Silas G. Strong's note owned and held by Deft before said notes of Pltff became due ~~by Deft as~~ assignee of Wm W Steele. ~~and~~ said note is dated April 24th 1840 and due one day after date and payable to Wm W Steele or bearer. And also in the further sum of five hundred dollars for money for money received by said Strong payee as aforesaid for the use of Deft and that the Deft will set off so much thereof against said note as he is entitled to under the statute &c By Wm C Lawrence his atty

Downer Snydam & Mixon
ap &c

vs

W. W. Wood

It is agreed

that Judgt. may be rendered in the above case for Eight hundred & seventy two dollars & two cents which is the amt. due after allowing the set off of $128.61 for 11 May 1841 & $140.00 on the 25th May 1841 on the note of $596.35

G. Anthony
for D. L. Tucker
for Plaintiffs
Atty. for Defdt.

'Sd & Stony.

W W Woods
Note $596.35

Silas G. Strong

16" 8998

5/6 35 Sixty days after date I promise to pay Silas G Strong or order The full Sum of Five Hundred and Ninety Six dollars & Ninety five cents Sue Funds at par in the City of New York or its Equivalent for value Recd

Marysville Decr 5th 1840

Wm H. Woods

Wollwords
Note $500.

Silas G. Strong

$500

One Day after date I promise to pay Silas G
= Strong or order five Hundred Dollars in funds
at par Value in the City of Newyork or its Equiva
= Lent - For Value Received Marysville Decr 7th 1840

Wm W. Woods

Ex Docket No 1 Page 138

Doc. mar Sayden & Nixon

v

Wm. W. Weed

Damages	$872.02
Costs	3.07
Costs do	6.21
	41

Recd this writ May 4. 1842

No property found whereon to levy. Aug 25. 1842

Wm. W. Steele Shff

Fee 35
Mile 5

Filed Aug. 27. 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 third day of November A. D, 1841 Doremus Swidam & Nixon

recovered against W. W. Woods

as well the sum of Eight hundred and seventy two dollars and two cents, for her damages, as the sum of $3.07 for three 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 W Woods

you cause to be made the damages and cost aforesaid with interest thereon from the three day of November A. D., 1841. until paid. Also, the sum of $0.40 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 Doremus Swidam & Nixon

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.

Civil/Domestic Case File

Case No. 1841-CV-0034

Civil/Domestic Case

1841-CV-0034

located with

Supreme Court Case

1841-SC-0005

Civil/Domestic Case File

Case No. 1841-CV-0035

No. 41-CV-35

Union Common Pleas Court.

Joseph Layman
Plaintiff,

AGAINST

Andrew Philips
Defendant.

APR TERM. 1842

JUDGMENT VS DEFENDANT

No Record.

Journal 3 Page 7

Record No. ~~No Record.~~ Page

Ex. Doc. Page

Union Com. Pleas
August Term 1841.

John Doe ex. dm.
Joseph Longman & al
vs
Richard Roe -
Andrew Phillips Tenant

Mar.

Served by delivering a Certified Copy to Andr: Phillips Aug 18th 1841. Wm P Steele Shff

of certificate made

Fee Service — 35
Mile — 50
Copy — 55
140

Filed Aug 18. 1840
James H. Gill Clerk

Mr. Andrew Phillips.

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

Dated this 8th day of July A. D. 1841.

RICHARD ROE.

STATE OF OHIO, } COURT OF COMMON PLEAS,
~~Franklin~~ Union **county, ss.** } August TERM, A. D. 1841.

John Doe complains of Richard Roe, for that Joseph Longman on the first day of January in the year of our Lord one thousand eight hundred and forty one at ~~Franklin~~ Union county aforesaid, had demised to the said John the following lands and tenements, to wit: ~~A~~ Lot of eighty acres of land situate in Jerome Township in the said County of Union, bounded west by the land of Benjamin Milligan North by the land of Henry Longman, east by the land of Jacob Longman, and South by the land of David Longman,

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

And therefore he sues, &c.

By J. D. Powell his atty.

Joseph Leyman
vs
Andrew Phillips

Union County Pleas

I hereby agree to be answerable for the costs of court in this case

Attest C. T. Lolan

Andrew Phillips
Seal

Civil/Domestic Case File
Case No. 1841-CV-0036

Adam Wolf

vs

Denis Welch

— — — —

Praecipe

Filed July 6th 1843
John Caspie
Clerk

Union Common Pleas

July Term 1843

Adam Wolf
vs
Denis Welch

an Judgment to
Charge Land &c

The Clerk will issue
execution and order for a new
appraisement in the above case &c

Saml Crawford
Atty for Plff

Issued

Ex. Doc. No. 1 Page 117

Adam Wolfe

vs

Dennis Welch

Debt	$7004
Interest	545
Increase	1298
	41
	8828
Writ & Sch. on 1844	6000
	$28.28
Milege --	$1-00
Service ----	35
Inquest --	1-00
Copy of apmt --	15
	$2,50
appraisers fee -	1,50
printers fee —	2,50

Wm M Robinson
Sheriff

Filed at March 26. 1846.
John Cassil Clk

6

advertised

Received this writ on the 14th of Dec 1845 — accompanying to the Commond of this writ I have the within described Real Estate appraised by the oath of Wm Wallace Hiram Keeler & Henry Bennet at $1200

Dec 23rd 1845 — I advertised the within described Real Estate in general circulation in said County for sale on the 21 day of March 1846 between the hours of 10 o'clock A.M. & 4 o'clock P.M. at the door of the Court House in Maysville for more than 30 days before the 21st day of March 1846 — and filed a certified copy of the advertisement in the Clerks office as the law requires

March 21st 1846. 2 o'clock P.M. I offered the within Real Estate for sale at the door of the Court house by public out cry and no bid for want of bidders

Wm M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of Dennis Welch, to wit, Lot No 31 in the town of Essex, Union County Ohio, & that you have the same reappraised in pursuance of an order of Court

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 Adam Wolfe the sum of seventy dollars ~~and~~ four cents Debt & five dollars and forty five cents, ~~for~~ interest ~~damages~~, together with $ 9,63¼ for his costs, with interest thereon from the 1st day of February A. D. 1841 until paid, which late in our said Court the said Adam Wolfe recovered against the said Dennis Welch as of record is manifest. Also, $ 12,38 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 Adam Wolfe

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 Nov A. D. 1845.

John Cassil CLERK.

Ex Docket No 1 Page 117

~~Debt~~ ~~$70.04~~

Adam Wolf

v.

Dennis Welch

Debt	$70.04
Int	5.45
Interest costs	.73¾
Court costs	8.87½
Sheriffs commission	5.60
Clerks Do	.82

Recd this writ May 4. 1842
Advt property for sale July
9. 1842. Not sold for
want of bidders

W W Stuck Sheriff

Serv	35
Mile	5
Adv.	1.75
	2.15

Filed July 9. 1842
Jas W Ewalt

Sale July 9

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of Nov A. D., 1841 Adam Wolfe (having on the 1st day of Feb. 1841 recovered against Dennis Welch before John Cluey J.P. in Jackson Township the sum of $70.04 Debt & $5.45 & 73¾ costs & the same having been sent up to this court on sug. for land;)

recovered ~~against~~ an annul of execution against the lands & tenements of the said Dennis Welch for

as well the sum of $70.04 Debt aforesaid & $5.45 Interest & $0.73¾ costs before J.P. dollars and cents, for damages, as the sum of $8.87½ 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 Deft which you have levied and which remain unsold as you have certified

you cause to be made the ~~damages~~ Debt interest & and cost aforesaid with interest thereon from the day of Judgt before J.P. ~~day of~~ also said $8.87½ with Int from Nov 3d A. D., 1841 . until paid. Also, the sum of $6.01 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 Adam Wolfe

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: Jarad H. Gill CLERK.

E & Docket No 1. Page 111

Adam Wolfe
v
Dennis Welch

Debt	$70.04
Interest	5.45
Justices costs	.73¾
Constants	8.89½
Writ	.41

Recd this writ Decr 15. 1841
levied Febr 1st 1842 on
Lot No 31 in Essex
appraised by the oaths of
Jabez Randal F. A. Cheney
& Laird Carr at $115.00
Adv prop for sale April
2. 5. 1842 W. W. Steele Shff

Serv	35
Mile	1.00
Advty	1.75
Deputy	1.00
Appr	1.50

Filed Apl 25. 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 3d day of November A. D., 1841 the [redacted] of Adam Wolfe (having on the 1st day of Feb. 1841 recovered against Dennis Welch before John Clay J.P. in Jackson Township Union Co. the sum of $70.04 Debt & $5.45 Interest and $7.34 costs and the same having been sent up this on suggestion for land) recovered [redacted] an award of execution against the lands and tenements of the said Dennis Welch for

as well the sum of Seventy Dollars & four cents Debt & costs ~~dollars~~

and four $5.45 Int. 7.34 cost before J.P. ~~[redacted]~~, as the sum of $88.84

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 Dennis Welch you cause to be made the said Debt Interest & costs before said J.P. with interest thereon from the date of said judgment

~~you cause to be made the damages~~ and cost aforesaid 88.84 with interest thereon from the three day of Nov. 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 Adam Wolfe

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 December A. D., 1841

Attest: James H. Gill CLERK.

Union Common Pleas

Adam Wolfe
vs
Dennis Welch

Debt	70.04
Interest	5.45
Justice Costs	7.32½
Court Costs	8.89½
Increase	9.57
Writ	.41

Rec'd this writ July 22nd 1843. Offered the property for Sale on the 9th day of October having previously advertised according to law, but not sold for want of bidders. W. M. Steel Sheriff

Serv	35
Mile	5
Adv	25
Sheriffs fee	65
Cr. fee	1.25
Total	$ 1.90

Filed Oct 17. 1843.
John Cassil Clk

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 Dennis Welch, to wit; in lot No. 31. in Ypsex

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 Adam Wolfe the sum of seventy dollars & four cents Debt five dollars and forty five cents interest and 73¼ cents costs before J. P. and the sum of $8. 89½ for his costs in that behalf expended

with interest thereon from the third day of November A. D. 1841 until paid,

Also, $ 9,57 increase of costs, which late in our said Court the said Adam Wolfe recovered against the said Dennis Welch - (and you are further commanded to have a new appraisement of said lot No. 31)

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 courthouse 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, John Cassil, Clerk of said Court, at the court-house aforsaid, this 22 day of July A. D. 1843.

John Cassil Clerk.

954
41
190
1188
40
1228

7004
545
7549

Filed Oct 30, 1845
Jos Carnell

Union Common Pleas
October Term 1845

Adam Wolf
vs
Denis Welch

Sci fa to charge
Sand
The clerk will issue
execution in this case

Saml W Crawford
Atty for Pltff

Civil/Domestic Case File

Case No. 1841-CV-0037

No. 41-CV-37

Union Common Pleas Court.

William Bethard
Plaintiff,

AGAINST

Joseph McClung,
Defendant.

Nov. 1842.

Judg vs Defendt.

No Record

Journal 3 Page 75

Record No. Page

Ex. Doc. Page

Wm. Bethune
vs
Jos. McClung
Transcript

Filed Aug 18th 1841
James H. Gill Clk

William Bethard
vs.
Joseph McClung

Plaintiffs Costs.		Sut brought for obstructing the
Jus. Fees.		publick road. Amount demanded
For Summons	12½	$20.00.
Sub. 4. wit.	24½	July 28. 1841. Bill of particulars filed, summons
Const Fees.		issued and delivered to T. B. Hagar Const
For Serv. Sub. 3 wit.	30	for ap. of deft on the 2nd day of Augt. 1841
Mileage	50	at one oclock P. M.
Ser. Summons	10	
Mileage	12½	July 28. 1841. Issued subpoena, & delivd to
Jus. Fees.		T. B. Hagar Const. for ap. of Moses Green,
Swear. 4 wit.	16	Robt. B. Curry, Jas. A. Curry, and Jas.
Rend. Judgmt.	25	Bethard, wit. for pltf. for ap. on the 2nd day
	$1.80½	of Augt. 1841. at one oclock, P. M.

July 29th 1841. Summons returned, "Served personally on the 28th. July, by reading this writ to the defendant.
Fees — Service. 10 cts. Milage 12½ cts. T. B. Hagar, Const."

July 29th 1841. Subpoena returned, "Served, personally on the 28th day of July by reading this writ to R. B. Curry, Jas. A. Curry, Jas Bethard Mosey Green not found.
Fees — Service 30 cts. Milage 50 cts. T. B. Hagar, Co

July 29. 1841. Issued Subpoena, and del. to T. B. Hagar, Const. for ap. of Levi Phelps, and to bring with him a certain record of a survey, therein specified, to witness for deft on the sec. day of Augt. 1841 at one oclock, P. M.

Deft's Costs.		July 29. 1841. Issued Sub. and delivered to J. B.
Jus. Fees.		Hagar, Const. for a/c. of Andrew Rotenman
Sub. 7 Wit	36¼	John Kent, Jesse Mitchell, John M'Cune,
Sub. 1 Wit.	12½	Chauncy M'Cune, Milton Chapman and
Sub. 2 Wit.	16¼	Dan. Kent, Wit. for deft. on the 2nd day of
Const. Fees.		Augt. 1841. at one o'clock, P. M.
Serv. Sub.	10	
Mileage	60	July 31. 1841. Issued Sub. for a/c. of Lucius
Serv. Sub. 7 Wit.	70	Allen & Calvin Dort, Wit. for deft. on the
Mileage	25	2nd day of Augt. 1841.
Serv. Sub. 2 Wit.	20	
Mileage	12	July 31. 1841. Sub. for deft's Wit. returned, "Served
	$2.62½	the within writ, personally, upon Levi Phelps.
Swearing 10. Wit.	40	Fees – Service 10 cts. Mileage 6 cts. J. B. Hagar, Co
Wit. Fees.		
Andrew Rotenman	50	July 31. 1841. Sub. for A. Rotenman, John
John Kent	50	Kent, Jesse Mitchell, Chauncy M'Cune,
Jesse Mitchell	50	Milton Chapman, Dan. Kent, John M'Cune
C. M'Cune	50	returned, "Served this writ personally on
M. Chapman	50	each of the within named witnesses.
D. Kent	50	Fees – Service 70 cts. Mileage 25 cts. J. B. Hagar. Const.
John M'Cune	50	
C Dort	50	July 31. 1841. Sub. for L. Allen, and
L. Allen	50	Calvin Dort returned, "Served this writ
Williams	25	personally on each of the within named
L. Phelps	50	witnesses. Fees – Serv. 20. Mil. 12. J. B. Hagar Const.
	$5.25	Augt. 4th. 1841
		Parties present. Trial had.
Recog. Bail	25	Moses Green, R. B. Curry, Jas. A. Curry,
Transcript	31¼	& Jas. Bethard, Wit. for plaintiff,
		Sworn & examined.

Andrew Rotenman, John Kent,

Jesse Mitchell, Chauncy M'Cune, Milton Chapman, Dan. Kents, John M'Cune, Calvin Dort, L. Allen and Williams, wit for deft. sworn & just examined.

And I do find that said defendant is indebted to said plaintiff for obstructing the publick road in the sum of two dollars.

It is therefore considered by me that the plaintiff recover of the defendant the sum of two dollars, and his costs herein taxed at three dollars eighty ½ cts.

In the action of William Bethard against Joseph M'Cluny, I, Daniel Kent, acknowledge myself bail for the appellant in the sum of one hundred dollars, to be levied of my goods & chattles, lands and tenements, in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, & costs that have accrued, or may accrue, in the court of com. plens.

Daniel Kent

Taken signed, & acknowledged, this fourth day of Augt. 1846.

Thos. M. Ewing J.P.

State of Ohio, Union County - Jerome 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.

Thomas M. Ewing J.P.
of the township aforesaid.

Wm. Bethard

vs.

Joseph McClung

Bill of particulars presented in the above case before me.

Thos. M. Ewing

J. P.

Filed Aug. 18 1841

James H. Gillelle

Joseph McClung Dr.

To William Bethard.

July 28th 1841. To obstructing, hindering and rendering inconvenient the travel on the public road leading from the Madison County line, near Edmund Barlow's Sawmill, and passing near the residence of said Bethard in Road District No. 9 in Leesburg Township, Union County, Ohio, to what is known as the Dublin Road, passing near the farm heretofore commonly known as Margaret Mitchell's farm. $10,00

To obstructing hindering, and rendering inconvenient the travel of the said William Bethard on the public road aforesaid, leading from the Madison County line aforesaid $10,00

1141

Union Common Pleas.

William Bethard

vs.

Joseph M'Clung.

Served by reading to Andr. Coleman David Chapman Milton Chapman John Kent Defendants Mitchell by copy on Calvin Dunt & John McClure Nov 1. 1842 W. B. Steele Shff

Serv	87½
Mile	70
Copies	20
	1.77½

Filed Nov. 2, 1842.

John Cassil, Clk.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Jesse Mitchell, John Kent, Andrew Hoteman, Calvin Dart, Daniel Chapman, Milton Chapman and John M'Cune,

to appear before the Honorable the Judges of the Court of Common Pleas of said county, at the Court house, in the town of Marysville, ~~forthwith~~ on the first day of next term, at 10 o'clock, A.M., to testify and the truth to speak on behalf of Joseph M'Coling, in a certain matter in controversy in our said Court depending: wherein ~~David M'Coling~~ William Bethard is plaintiff, and Joseph M'Coling is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

John Cassil pro tem

Witness ~~James H. Crist,~~ *Clerk of our said Court, at the Court-house aforesaid, this* 31st *day of* October, *A. D.* 1842.

John Cassil, Clerk, pro tem.

Bethard
vs.
M'Cluny.

Filed Nov. 11, 1842.
John Cassil, Clk.

Motion for new trial.

Reasons.

75-84-102 Journal.

William Bethard vs Joseph McClung — Union Com Pleas November 10. 1842

Debt. on statute &c

The Deft. now moves the court for a new trial for the following reasons.

1. That the verdict was contrary to law and evidence.

2. That the verdict contrary to the judgment & opinion of many of the jurors, but only returned as a mere matter of form and not absolutely agreed to, and are now dissatisfied therewith.

3rd That the jury made up the amount of the verdict by putting down the amount of damages & debt by each one and then dividing the aggregate by twelve, and giving the result as their verdict.

4th That the jury cast lot for the amount of their verdict — &c.

Thall & Powell Deft's atty.

Union Com. Plea.

Wm. Bethard
vs.
Jos. McLung.

Witnesses.

Served by reading to Jesse Mitchell, John McCampbell, & Robert Curry; & by Copy on James Bethard, Elijah Bethard, Moses Green & Stephenson Curry Nov. 1st 1842 W. W. Steele Shff

Serv — 87½
Mile 1.00
Copy — 40
2.27½

Filed Nov. 2, 1842.
John Cassil, Clerk

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Jesse Mitchell James Bethard Moses Green John McCampbell & Stephenson Curry Elijah Bethard & Robert Curry

to appear before the Honorable the Judges of the Court of Common Pleas of said county, on the first day of next term 10 o'clock am at the Court house, in the town of Marysville, ~~forthwith~~, to testify and the truth to speak on behalf of Wm Bethard in a certain matter in controversy in our said Court depending: wherein said Bethard is plaintiff, and Joseph McLung is defendant. And this they shall in no wise omit under the penalty of the law; and have then there this writ.

John Cassil pro tem

Witness ~~James H. Gill~~, *Clerk of our said Court, at the Court-house aforesaid, this* 31st *day of* October *A. D.* 1842

John Cassil, *Clerk*, pro tem

Served by certified copy
Nov 8. 1842
W W Steele Shff

Ser 12
Mile — 05
17 2

Filed Nov. 8, 1842.
John Cassil, Clerk
pro tem.

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Levi Shelps

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

John Carrel Mr Ter

Witness ~~James H. Gibb~~, *Clerk of our said Court, at the Court-house aforesaid, this* 8th *day of* Nov'r. *A. D.* 1844

John Carrel *Clerk*, Mr Ter

Union Common Pleas

Joseph McElroy
ads
William Bethard

Demurrer

Filed April 22nd 1842

James H. Gill
Clerk

A. Hall atty
for Deft

William Bethard
vs
Joseph McCluing

In debt To August Term
AD 1841

And the said Joseph McCluing comes and says that the said William Bethard ought not to have his action aforesaid against him because he says that the declaration aforesaid and the matters therein contained are not sufficient in law to maintain the action aforesaid and that he is not bound by law to answer the same. Wherefore he prays Judgment and that the said William Bethard may be barred of his said action against him

A Hall atty for
Defendant

And for causes of demurrer the said Joseph shows to the court here the following.

1st. Said declaration containing two distinct and separate causes of action — (count) for the recovery of a statutory penalty in the nature of a fine recoverable also by indictment and in all cases the recovered amount must be paid over to the supervisor — also for the recovery of damages sustained by the said William Bethard — particularly

2nd. the said second count does not charge that the said William Bethard was traveling on said road in said declaration mentioned when he was damaged by said supposed obstruction

3d. Said declaration unites two separate causes of action which in law cannot be joined

4th Said declaration is in other respects in form and in substance intirely defective uncertain and insufficient

A Hall atty for
Defendant

Union Common Pleas

Wm. Bethard
vs.
Joseph McClung.

Witness for Deft.

Filed Nov. 8th 1850
John Cassil
Clerk pro tem

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon

Chauncey M' Cune

to appear before the Honorable the Judges of the Court of Common Pleas of said county, on the first day of next term, at 10 o'clock, A. M.
at the Court house, in the town of Marysville, ~~forthwith~~, to testify and the truth to speak on behalf of Joseph M'Clung. — in a certain matter in controversy in our said Court depending: wherein William Bettrand — is plaintiff, and said M'Clung is — defendant. And this he shall in no wise omit under the penalty of the law; and have then there this writ.

John Cassil pro tem

Witness J[redacted], *Clerk of our said Court, at the Court-house aforesaid, this* 2d *day of* November *A. D.* 1842.

John Cassil, *Clerk*, pro tem.

J. McClung
adm } Sub
Wm Bethera

Served by reading to
Milton Chapman John
Kent Calvin Dort.
Andrew Notorman Jesse
Mitchell Levi Phelps
+ by copy on Lewis
Chapman Apl 10. 1842
Wm Stuart Sheriff

Serv= 87½
Mile 85
Copy 10
1.82½

Filed Apl. 13. 1842
Jas. H. Gill Clk

11-1-1-1-3

17
21
23
60

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Milton Chapman David Chapman & Calvin Dort Eisse Mitchell Andrew Noteman Lehud Kent & 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~~ Second day of next Term, to testify and the truth to speak on behalf of

Joseph McLung

in a certain matter in controversy in our said Court depending: wherein Wm Bethard is plaintiff, and Joseph McLung is defendant.

And this ~~day~~ shall in no wise omit under the penalty of the law; and have then there this writ.

Witness James H. Gill, Clerk of said Court at the Court house aforesaid, this 11th day of April A. D. 1842

James H. Gill CLERK.

Lewt - Noteman Bethard Kent

Wm Bethard

vs

Jos. McClung

Served by reading to
Jesse Mitchell Elias
Bethard & Robert Curry
by Copy on Stephenson
Curry Moses Green Jas
Bethard & John McCamp
bell April 11. 1842
Wm M Steele Shff

Ser — 87½
Mile 1.05
Copies 40
2.32½

Filed Apl. 13. 1842
Jas. H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Jesse Mitchell James Bethard Moses Green John McCampbell S. Curry Elijah Bethard Robert Curry 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~~ second day of next Term, to testify and the truth to speak on behalf of Wm Bethard

in a certain matter in controversy in our said Court depending: wherein Saml Bethard is plaintiff, and Joseph McCluney 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 Eleventh day of April A. D. 1842.

James H. Gill CLERK.

McCluny

adv

Bethany

Plea

Filed Nov 1st 1842
John Cassil, Clerk
pro tem

Rec'd in Deft

Joseph McClung
ads
William Bethand

In Union Common Pleas. To August Term 1842

And the said Joseph McClung 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 William Bethand hath complained against him and of this he puts himself upon the Country and Plff doth the like

S Hall atty for Deft

Union Com Pleas

William Bethard
vs } Nar
Joseph McSung

In Debt

Filed Dec. 11. 1841
James H. Gillelle

Cost bill mad

(Recorded.)

State of Ohio } Union Com Pleas } In Debt.
Union County ss } Aug. term A.D. 1841.

William Bethard complains of Joseph McLung in a Plea that he render to him the sum of twenty dollars which he owes to and unjustly detains from the said William Bethard for that whereas the said Joseph McLung on the 27th day of July A.D. 1841. at the County of Union and in the Township of Jerome. by means of felling trees into, building fences across, along, and upon, tearing away Bridges &c, did obstruct a certain road or Public highway authorized by the laws of this State then and there being. to wit the Public Road or highway leading from the Madison Coun line near Edmund Barlow's saw mill and passing near the residence of the plaintiff in the County and Township aforesaid to what is known as the Dublin Road and suffer the said obstruction to remain for many days to wit for five days, to the Hindrance and inconvenience of travelers passing or wishing to pass along and upon said Road & contrary to the form of the statute, in such case made & provided whereby and by force of the Statute in such case made and provided an action hath accrued to to the plaintiff to ask demand and have of and from the said Joseph McLung the sum of twenty dollars, the sum above demanded to be forfeited as aforesaid Yet the said Joseph McLung (altho often demanded) hath not paid the said sum of money or any part thereof to the said William Bethard But he to do this hath hitherto wholly refused and still doth refuse:

And where as also the said Joseph McClung owes to and unjustly detains from the said William Bethard other twenty dollars, for that whereas on the 27th day of July A. D. 1841, at the County of Union, and in the Township of Jerome, by means of felling trees into, building fences across, along, and upon, tearing away bridges, &c. the said defendant did obstruct a certain public road or highway, authorized by the laws of this state, then and there being; to wit: the public road or highway leading from the Madison County line near Edmund Barlow's saw mill, and passing near the residence of the plaintiff in the Township and County aforesaid to what is known as the "Dublin Road", and suffer the said obstruction to remain many days, to wit five days, and did thereby obstruct, hinder, and render inconvenient the travel upon, and use of the said road by the said William Bethard, contrary to the form of the statute in such case made and provided; whereby, and by force of the statute in such case made & provided an action hath accrued to the said William Bethard to demand and have of and from the said Joseph McLung the sum of twenty dollars, last above mentioned: Yet the said Joseph McLung (although often thereto requested,) hath not paid the said last mentioned sum of money, or any part thereof to the said William Bethard, and the same remains wholly unpaid, to the damage of the said plaintiff $20,00 And therefupon he brings his suit, &c.

By Lawrence & Curry, his Attornies.

Civil/Domestic Case File

Case No. 1841-CV-0038

No. 41-CV-38

Union Common Pleas Court.

George R Guthrie et al
Plaintiff,

AGAINST

James L Ward et al
Defendant.

APR TERM 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 6

Record No. 3 Page 553

Ex. Doc. 1 Page 260

Union Com Pleas

George R. Gaithers et al

vs } pleas

James L. Ware et. als

Filed Aug. 18. 1841

James H. Gwillim

Union County. Com. Pleas August Term 1841

George R. Gaithers
Joseph D. Matthews
Lancaster Gald &
Remus R. Gald
vs
James L. Ward &
William Ross.

Assumpsit.
Damages $500.00

In this case issue summons returnable forthwith. and endorsed; "this action is brought on a promissory note given by Defts under the name of Ward & Ross to Pltffs date at Baltimore March 9th 1840 for $350-41 cents payable six months after date, payable to the Plaintiffs by the name of Gaithers & bro. the Plaintiffs then being partners in trade under that name & firm. Claim for goods sold &c - sum now due is $370.24-"

J. L. Powell Pltffs' atty.

This action is brought on a promissory note given by Defts under the name of Ware and Ross to pltffs dated at Baltimore Monday 9th 1841 for $350.41 Cents payable six months after date payable to the pltffs by the name of Gaithers & Co the plaintiffs then being partners in trade under that name and firm & for goods sold & sum now due is $370.24

J. W. Powell Attorney

Union Cor. Pleas
August Term 1841

George R. Gaithers et al
vs.
James L. Ward et al

Summons.
Served by Certified Copies Aug 18. 1841
W. M. Steel Sheriff

Service 55
Mile 5
Copies 30
90

Filed Aug. 18. 1841
James N. Gittelle

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon James L. Ward and Wm Rose

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 George R. Gillies Joseph D. Mathews Lancaster Dale & Remus B. Dale

in a plea of assumpsit Damages Five hundred Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 18th day of August A.D. 1841

James H. Gill CLERK.

Union Com. Pleas
August Term 1841.

George R. Gaithers et al
vs.
James L. Bass et al

Mar.

Filed Nov 4. 1841
James H Lee clk
certificate made
Recorded

Defendt
Damages $384,53
Mar 26th 1842 -

No 13.

Court of Com. Pleas August Term 1841.

Union County ss. George R. Gaithers, Joseph D. Mathews Lancaster Coates and Remus R. Coates by Powell their attorney complain of James L. Ward & William Ross for that whereas on the 9th day of March in the year 1840 at Baltimore to wit at Union County aforesaid the said defendants, being partners in trade, by the name and description of Ward & Ross made their promissory note in writing bearing date the day & year last afore, and then & there delivered the same to the plaintiffs, and thereby then & there promised to pay the plaintiffs (who were then partners in trade) by the name, firm and description of Gaithers & Co. or order, three hundred & fifty dollars & forty one cents for value received, six months after date, which period has long since elapsed.

And whereas also the said defendants on the day & year last afore were indebted to the plaintiffs in the sum of four hundred dollars for goods & chattels sold & delivered by the plaintiffs to the defendants at their request.

And in the further sum of four hundred dollars as well for money paid out, advanced and lent by the plaintiffs to & for the defendants at their request as for other money had & received by the defendants to & for the use of the plaintiffs

And being so indebted they the defendants ~~afterwards~~ in consideration thereof afterwards to wit, on the day & year last afore at Union County aforesaid undertook & promised to pay the plaintiffs the said several ~~last~~ sums of money mentioned in this count when they should be thereto afterwards requested.

Yet the said defendants though often requested to pay the said several sums aforesaid have not yet paid the same or either or any part thereof, but have hereto wholly neglected & refused so to do; to the damage of the plaintiffs $500, and therefore they sue.

J. W. Powell Pltffs. atty.

Offered property for sale March 25. 1843 having previously advertised agreeable to the statute in such case made and provided, not sold for want of bidders

W W Steele Sheriff

Union Common Pleas.

George R. Gaithers et al.
vs.
Ward & Ross.

Damages,	$384.53
Costs,	9.25
Increase	5.47

Recd this writ Nov. 19. 1842

Serv	35
Mile	05
Adv	1 25
	65

Filed March 27th 1843
John Cozie Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April, A. D, 1842, George R. Gaithers, Joseph D. Mathas, Lancaster Oald, and Remus R. Oald, partners trading as Oalds & Co.

recovered against James L. Ward and William Ross

as well the sum of Three hundred and eighty four dollars and fifty three cents, for their damages, as the sum of $ 9. 25 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the ~~goods and chattels, and for want thereof, of the~~ lands and tenements of the said James L. Ward and William Ross, which you have levied, and which yet remain unsold,

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April, A. D., 1842. until paid. Also, the sum of $ 5.47 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 Gaithers & Co.

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 17th day of November, A. D., 1842.

Attest: John Cassil, CLERK.

Rec'd this writ July 21. 1842 levied by instruction of Pltffs atty on Lot No 69. in Mansville. Appraised the same by the oaths of Robert & Broome Adam Wolfenbarger & Geyline Lee at $1500.00 advertised for sale Aug 29 1842 not sold for want of bidders Aug 29. 1842

W. Steele Shff

Ex Docket No 1. Page 148

George R. Gaillard's state

v

Mure & Ross

Damages	384.53
costs	9.25
int	.61

Serv	35
Mile	05
Inquest	1.00
Appraiser	1.50
Adv & c.	1.75
	$4.65

Sale Aug 26.

Sale Aug 26

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 George R. Gaither Joseph D. Mathias Lancaster Odell and Remus R. Odell partners trading as Odells & Co

recovered against James L. Ward & William Ross

as well the sum of Three hundred and eighty four dollars and fifty three cents, for their damages, as the sum of $9.25 for their costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said James L. Ward & William Ross

you cause to be made the damages and cost aforesaid with interest thereon from the 26th day of April 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 Gaithers & 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 31st day of July A. D., 1842

Attest: James H. Gill CLERK.

Gartner #9

M

Wind & Rain

Filed Aug. 29. 1862

Las W. Gee Clerk

State of Ohio Union County The Undersigned being called on by W.W. Steele Sheriff of Union County Ohio to appraise Lot No 69. in the Town of Marysville taken on Execution at the suit of Gaithers & Co. against Ward & Rob after being duly sworn upon actual view we do appraise said lot at fifteen hundred dollars. given under our hands and seals this 27th day of July AD 1842

Robert L Browne (Seal)
Edwin McIlvore (Seal)
Cyprian Lee (Seal)

Civil/Domestic Case File

Case No. 1841-CV-0039

No. 41-CV-39

Union Common Pleas Court.

Peter Hopkins
Plaintiff,

AGAINST

John Baldwin
Defendant.

APR TERM, 1842

JUDGMENT VS DEFENDANT

Recorded &
Indexed,

Journal 3 Page 12

Record No. 4 Page 10

Ex. Doc. Page

State of Ohio

Peter Hopkins
vs
John Baldwin

Praecipe

Filed Aug 1841
Jas. H. Gillett

Crawford

Union Court of Common
Pleas Novr Term 1841

Peter Hopkins
vs
John Baldwin

Assumpsit
Damage ~~[illegible]~~ 500,00

The clerk will issue summons in the above case returnable next term
Indorse suit Brought on Note of hand given to plaintiff his or assigns for three hundred dollars dated June 27th 1838 due on the 1st day of November AD 1839

Sept 18th 1841

J. A. W. Bradford

Suit brot on note of hand given to pltffs heirs or assignees for three hundred dollars dated June 27th 1838 due on the 1st day of November A.D. 1839

Jas. W. Crawford

Union Com. Pleas

Peter Hopkins

vs } Summons

John Baldwin

Served by Certified Copy - Aug 18 1841

Wm Steele Shff

Service	35
Mile	5
Copy	15
	55

Filed Aug. 18. 1841

James H. Gillette

State of Ohio, Union county, ss:

To the Sheriff of said County, Greeting.

We Command you to summon John Baldwin

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 fifty dollars Dollars

And have you then there this writ.

WITNESS, JAMES H. GILL, Clerk of said Court, at the Court-House aforesaid, this 18 day of August A.D. 1841

James H. Gill CLERK.

Trice Aug 18. 1841
Jas. W. Gillette

on or before the first day of November
Eighteen hundred & thirty nine I promice
to pay unto Peter Hopkins heirs or assigns
the just some of three hundred dollars
it beaing for value received of him as witness
my hand this twenty seventh of June
John Baldwin
1838

Huron Common Pleas
Term June 1841

Peter Hopkins
vs
John Baldwin

Mar

Filed Nov. 3. 1841
James H. Gillette
attyte mad

Recorded

Crawford

Union Common Pleas
November Term 1841

Peter Hopkins
vs
John Baldwin

In Assumpsit
Damages $500 00

Peter Hopkins complains of John Baldwin in a plea of assumpsit for that whereas the said John Baldwin on the 27th day of June AD one thousand eight hundred and thirty eight at the county of Union aforesaid made his promissory Note in writing and delivered the same to the said Peter Hopkins and thereby promised to pay to the said Peter Hopkins heirs or assigns the sum of three hundred dollars on or before the first day of November one thousand eight hundred thirty nine which period has now elapsed, and the said John Baldwin then and there in consideration of the premises promised to pay the amount of 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 tenth day of July AD 1838 at the county of Union aforesaid was indebted to the said pltff in the further sum of five hundred dollars for the price and value of goods then and there bargained and sold by the pltff to the Deft at his request

And in the sum of five hundred dollars for the price and value of goods then and there sold and delivered by the pltff to the Deft at his request -

And in five hundred dollars for

work then and there done and Materials for the same ~~furnished~~ and by the pltff for the Deft at his request -

And in five hundred dollars for Money then and there lent by the pltff to the deft at his request -

And in five hundred dollars for Money then and there paid by the pltff for the use of the Deft at his request

And in the sum of five hundred dollars for Money then and there received by the Deft for the use of the ~~Deft~~ pltff -

And in the sum of five hundred dollars for Money found to be due from the defendant to the pltff on an account then and there stated between them -

And whereas the Deft after words to wit: on the said tenth day of July last aforesaid being so indebted to the pltff in consideration of the premises promised to pay to the said pltff the said several sums of Money agreeable to the tenor and effect thereof upon request yet the said Deft hath disregarded his said promises and hath not yet paid the said several sums of Money nor either of them nor any part thereof though often requested so to do to the damage of the said pltff five hundred dollars and therefore he sues &c

Mont. 3d 1841

By Saml W Crawford
his Atty

Baldwin
adv
Hopkins

Served by reading
April 26. 1842
Wm Stubbs Sheriff

Fees 72
Mile 5

Filed April 26. 1842
Jas. F. Gillespie

The State of Ohio, Union County, ss.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon Cornelius Mushrow

to be and appear before our Court of Common Pleas of said County, at the Court house, in the town of Marysville, forthwith, to testify and the truth to speak on behalf of John Baldwin

in a certain matter in controversy in our said Court depending: wherein Otis Hopkins is

plaintiff, and

Isaac Baldwin defendant.

And this ye 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 26 th day of Apl A. D. 184 6

Jas. H. Gill CLERK.

Union Com Pleas

John N Baldwin
ads } Plea
Peter Hopkins

Filed Apl 23. 1842
Jas. F. Gill Clerk

John Baltimore
ads
Peter Hopkins

Assumpsit

And the said John comes and defends &c and says that he did not assume in manner and form as the said Peter hath in the several counts of his declaration mentioned complained against him and of this he puts himself upon the country and the said Peter doth the like by Wm C Lawrence his atty

Plaintiff may also take notice that defendant will prove and give in evidence on the trial of this case that there is a mistake and was a miscalculation in the amount of said note that it was given for the consideration in part of 88 acres of land for which deft was to pay four hundred and 17$ one hundred of which was paid at the time of the sale to wit on the 25 day of June 1838 and seventeen do paid to Taylor in whom the fee for the land rested and the note for the remaining three hundred dollars that there was due the said Taylor seventy five dollars on the land in stead of seventeen fifty eight of which was included in the note from the ignorance of the fact, all of which has been paid to said Taylor by deft and also that defendant is entitled to an offset of fifty dollars for money paid by defendant for plaintiff's use at his request By W C Lawrence atty

W. W. Woods
vs Deposition
James W. Evans
Filed Feb. 11th 1842
James H. Gill Clerk

Opened April 7. 1842
on request of Deft Counsel
Jas. H. Gill Clk

Rec'd on the within May 11th 1834 fifty dollars

For James Taylor
Lem Phelps

Rec'd of Peter Hopkins June 3rd 1835
as payment on the within Letter Bond fifty dollars

Transfer
of Letter Bond
to
Wm. Ashley

This may certify that I do sign over all my right and title of the within Bond to John Baldwin June the 25th — 1838

Peter Hopkins

This shall oblige James Taylor of Newport Kentucky, his heirs & Executors to make or cause to be made unto William H Ashby of Knox County Ohio his heirs and assigns a deed of general Warranty for eighty eight acres of Land part of survey No. 9943 on the waters of Rush Creek and bounded as follows; to wit, Beginning at two beeches from one root north west corner to lands sold to Edward Baily thence with said Baileys line N 80 E 200 poles to an Elm ash & Pigeon oak in the east boundary of said survey No. 9943 and north easterly corner to said Baily thence with said original line N 10 W and from the beginning a parallel line so far as will make the eighty eight acres the said land being sold at one dollar and seventy five cents per acre fifty dollars in hand paid; the balance to be paid in two equal annual payments with Interest from ~~this~~ date on the payments together with the taxes for said Lands the deed to be made as soon as the balance of the purchase money is paid him the said Taylor holding the land in trust to secure the balance of the purchase money; In witness whereof he has set his hand and seal this 11th day of May 1833

James Taylor

By his attorney in fact

Levi Phelps

seal

this may certify that I hereby assine over all my right and title to the within bond to Jacob reede Wm H Ashley

Bloomfield July 26th 1834

This may certify that I hereby assign over all my right and title to the within bond, to Benjamin Carter Oct. 22nd 1834

Jacob Reed

This may certify that I do hereby assign over all my right and title to the within Bond to Peter Hopkins June 2nd 1835

Benjamin Carter

Issue on request of plf
Comm exp 26. 1846
Jno Hess Clk

To the Clerk of the Court of Common
pleas of union County Ohio
Deposition of Elizabeth Cockes taken sealed
up and directed by me to be read in the case
of Peter Hopkins against John Baldwin
Pending in said Court

Filed Apl 16. 1846
Jno H Geddes

Dennis Welch J.P.

Peter Hopkins
vs
John Baldwin

Suit pending in Union County Court of Common Pleas

The Said Peter Hopkins will take notice that Depositions will be taken to be read on trial of this Cause Before Dennis Welch a Justice of the peace at his office in Jackson Township Union County Ohio. on Monday the 25th Day of April 1842 Between the hours of ten oclock AM. and two oclock PM. on Said Day

April the 21st 1842 John Baldwin

Served on the 23rd instant By leaving a Copy of said
Said notice With the said Peter Hopkins

John J. Brackenridge

Deposition of Elizabeth Cookes of Greencamp Township in the County of Marion of lawful age Taken on the 25 day of April in the year 1842 Between the hours of ten o clock A.M. and two o clock P.M. of said day at the office of Dennis Welch Pursuant to the Enclosed notice to Be Read in Evidence in a Cause pending in the Court of Common pleas in union County Between Peter Hopkins plaintiff and John Baldwin Defendant as follows the Said Elizabeth Cookis Doth depose and Say that in the Spring of ad. 1838 to the Best of her Recollection that the plaintiff Peter Hopkins and the Defendant John Baldwin Came to her Fathers house Said Baldwin asked for a State Deponant understood that P. Hopkins owed only Seventeen Dollars on a piece of land that Said Baldwin had Bought of Said Hopkins after Said Hopkins made a Calculation on the same Deponent Saw Said Peter Hopkins writing But did not know what for

the plaintiff Peter Hopkins asked Deponant if this fifty Dollars was a payment on the Bond the face calling for fifty Dollars and a credit of fifty Dollars on the Back at same Date if he said Hopkins Did not say if it was one hundred Dollars paid on the Bond it would leave Seventeen Dollars and if not he Said Hopkins Did not know how much it would leave Deponant said She Did not hear that But understood that Seventeen Dollars was all that Remained Due plaintiff asked witness if She Did not hear plaintiff and Defendant talking or having Conversation Concerning the face of Said Bond and the Credits on Said Bond

witness Does not Recollect of hearing any Such Conversation and further this Deponant Saith not Elisabeth Cookes

(L.S.) I Dennis Welch Justice of the Peace I Do hereby Certify that Elizabeth Cookes Was By me Sworn to testify the truth the wole truth and nothing But the truth as a witness in the above named Cause and that the foregoing deposition by her Subscribed Was Reduced to writing By me and taken at the time and place in the Enclosed notice Specified

Given under my hand and Seal this 25th Day of April A.D. 1842

Dennis Welch J.P.

Peter Hoaphuis
vs
John Baldwin

Pltffs witnesses

John Price Jacob Rice
Saml R Sanders

Served on the 12th day of April 1842
By reading Service ten cents 10

Mileage two miles ten cents 10
20

Samuel H Smith Const.

Peter Hopkins
vs
John Baldwin

suit pending in Union County Court of Common Pleas

The said Peter Hopkins will take notice that depositions will be taken to be read on trial of this cause before Joseph Guthery a Justice of the Peace at the house of Lewis Cooke's in Green Camp Township in Marion County Ohio on the 13th day of April 1842 between the hours of nine o'clock AM & one o'clock PM on said day April the 11th 1842.

John Baldwin

Peter Hopkins } Suit pending in Union County Court of
vs } Common pleas
John Baldwin } Deposition Taken to be read in the aforesaid
Court —

The State of Ohio } Personally appeared before me Joseph Guthr
Marion County Ss. } -ey an acting Justice of the peace in and for
Said County Elizabeth Cookis and after being duly Sworn as the
law directs deposeth and Saith that she the deponent was presa
-nt at the compliting of a certing Contract betwixt peter Hopkins
and John Boldwin Concerning a certing tract or parcel of Land
lighing and being in the County of Marion and State of Ohio
which the Said Baldwin purched of the Said Hopkins and She
the depnent saw the Said peter Hopkins make out a calculation
and state to the Said Baldwin that there was but only Seventeen
dollars Remaining due and unpaid of the original purchase mon
-ey on the Said Land And further this deponent saith not
Sworn to and subscribed this 13th day of April in the year
1842

~~Joseph Guthry~~
~~Justice of the peace~~

Elizabeth Cookis

I Do hear By certify that the A Bove deposition
was taken at the House of Eliz Cookes on the day year
A Bove written the Said Elizabeth Cookes Being of Lawful
age

Joseph Guthery
Justice of the peace

The State of Ohio Marion County ss

I Geo. H. Busby Clerk of the Court of Common Pleas within and for said County hereby certify that Joseph Luthey whose whose the foregoing Deposition purports to have been taken was at the time of taking the same and now is one of the Justices of the Peace within and for said County duly commissioned and qualified

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at Marion this 14th day of April A.D. 1842

G. H. Busby Clerk

a. & the 50 cts. paid by Mr Baldwin

Filed Apl 15. 1842
Wm H. Lee Clerk

Book 10 Page 146

Peter Hopkins

v

John Baldwin

Damages $287.50

Pltff costs 5.65½

Defts costs 13.85

Int .11

Rec'd this writ June 6. 1842

Levied Aug 9. 1842 on 3 head of horses 6 head of cattle 50 head of hogs 12 head of sheep

Ordered by the Plaintiff to return without sale Aug 9. 1842

W W Steele Sheriff

Serv .35
Mile 1.10
Bond .50
1.95

Filed Aug 15. 1842
Jas W. Gill Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of April A. D., 1842 Peter Hopkins

recovered against John Baldwin

as well the sum of Two hundred and eighty seven dollars and fifty cents, for his damages, as the sum of $5.65 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 26th day of April 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 Peter Hopkins

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

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

Attest: James H. Gill CLERK.