

Franklin District Ct)

William Murray, George Campbell
John Brown, & Ohio Beatty complain of Henry Gullion,
Christopher Greenup, & Jeremiah Gullion of said district
in custody &c of a plea of covenant broken. In that where-
as the said Defs on the 23rd day of December 1800 at
the parish of Kentucky, & District afores^d, by their writing
obligatory signed & sealed with the proper signatures
and seals both of the s^d Defs, & these Plffs, and now here
=& inclosed in Court, the date whereof is the same day, &
Year afores^d covenanted among other things, in Consideration
that these plffs had thereby demised, & leased to Henry
Gullion all their several interests in the Ferry across the
Kentucky River at the town of Frankfort from the South
side of s^d River leading from South Frankfort, to
North Frankfort for & during the term of one year to
commence the first day of January then next ensuing together
with the ferryboat then at the Ferry the property of Plffs
or some one of them. That they the s^d Defs would pay
to these plffs the sum of one hundred & twenty pounds
current money in regular quarterly payments from the
commencement till the expiration of the Term afores^d
according to their several proportions of Interest in the said
Ferry (which proportions were that George Campbell
owned half of the s^d Brown, Murray, & Beatty the other half
in equal shares) and that they s^d Defs would leave the
s^d Boat in as good order (abating ordinary wear) as the s^d
Henry Gullion should receive it, & that they the s^d Defs
at the expiration of the term, would leave, & deliver to the s^d
s^d Plffs, one new well furnished, & complete built Ferryboat

capable of carrying Waggon, & these Pltffs in fact say that the
 s^r Henry Gullion pursuant to the Demise afore^d did occupy the s^r
 Ferry for 9 during the term afore^d. Nevertheless the s^r Def^s
 to keep & perform their covenants afore^d have failed in this
 viz. that they did not pay to these pltffs the afore^d one Hundred
 & twenty Pounds in Quarterly Payments according to their
 afore^d respective interests in the s^r Ferry, nor to any of them,
 nor any part hereof, also that they failed to deliver to
 these pltffs at the expiration of the term afore^d one new
 well furnished, and complete built Ferryboat capable of
 carrying Waggon, Wherefore the pltffs say the Def^s
 have broken their Covenants afore^d in the particulars afore^d
 and to keep, and observe the same in said particulars altho
 often required have hitherto refused, and still do refuse
 to the damage of the s^r Pltffs £120 therefore they sue.

John Rowe }
 & } P.P.
 Richard Rowe }

John Rowan s^r of

Brown & others
 vs } Decl^d & ag^{ts}
 Gullion & others
 1802
 this decl^d & ag^{ts}.

W^o the jury find for the
 pltffs and find them to pay three
 pounds eighteen shillings
 in damages

~~As of the Ferry since for the
 pltffs share to Damages~~

~~White~~

R

Articles of Agreement made and concluded the twenty third
Day of December in the year of our Lord one thousand
eight hundred

between George Campbell, John
Brown, Otto Beatty and William Murray of the one Part & Henry
Gullion Christopher Greenup & Jeremiah Gullion — of the other Part
Witnesseth, that the said first named Parties have devised leased & to
Farm let, unto Henry Gullion all their several Interests in the Ferry across the
Kentucky River at the Town of Frankfort, from the south Side of said
River leading from South Frankfort to North Frankfort, which are as follows
the said George Campbell one equal Part of the said Ferry, and the said John
Brown, Otto Beatty & William Murray the other equal half Part of the said
Ferry, in equal Proportions to have & to hold the said Ferry in the said
Proportions to the said Henry Gullion from the said George Campbell, John
Brown, Otto Beatty and William Murray for and during the Space & Term
of one year to commence on the first Day of January next
ensuing the Date of hereof these Presents, and also together therewith the
Ferry-Boat belonging to them or some of them now at the said Ferry, and
the said Henry Gullion Christopher Greenup & Jeremiah Gullion on
their Parts covenant promise and agree to pay to the said Campbell,
Brown, Beatty & Murray the Sum of one hundred and twenty Dollars
current Money of Kentucky, in regular Quarterly Payments from the
commencement to the expiration of the Term aforesaid according to
their several Proportions of Interest in the said Ferry as above set
forth, and it is further covenanted and agreed by the said Henry
Gullion Christopher Greenup & Jeremiah Gullion that the
said Henry Gullion will well and truly keep the said Ferry agree-
ably to the Rules prescribed by Law, and that they the said Henry
Gullion Christopher Greenup & Jeremiah Gullion will indem-
nify and save harmless the said George Campbell, John Brown
Otto Beatty and William Murray and each of them of and from
all Costs, Damages and Charges, which may arise or accrue in conse-
quence of any Misconduct or Neglect in the keeping of the said Ferry
during the said Term, and that they also shall and will leave the
said Boat in as good Order as the said Henry Gullion receives the
same, abating only the ordinary wear arising from the use of the
same in carrying his Fare, and will also leave and deliver into the
Possession of the said Campbell, Brown, Beatty & Murray or some
one Authorized by them to receive it one new, well furnished

and complete built Ferry Boat capable of carrying Waggons, at the
Expiration of the said Term, **IN TESTIMONY** whereof the said
Parties, to these Presents have set their Hands & Seals the Day
and Year first above written

Sealed and delivered
in Presence of us

Geo: G Hancock

Wm Moore

Stephen Gulliver Junr

William Murray Seal
for himself and for

George Campbell Seal

John Brown Seal

&
Otho Beatty Seal

Wm Gulliver Seal

Joseph Greenup Seal

Genl. Gulliver Seal
by
Christ Greenup

Campbell &c } Articles
with } of
Gulliver &c } Agreement

Capt. J. to Mark
Dated 1720

Know all men by these Presents that the
Christopher Greenup and Kelly & Lee
are held and firmly bound unto
Stephen Arnold Sheriff of Franklin
County in the sum of two hundred and
forty Pounds Current Money of Kentucky to
which Payment well and truly to be made we bind our
Selves our heirs & jointly and severally firmly by these
Presents Sealed with our Seals and dated this 6th day of
March 1802

The condition of the above obligation is such
that whereas there did issue on the 20th day
of January 1802 from the office of the Clerk of
the Franklin District Court a Capias ad
Respondendum George Campbell John Brown
The Peatty and William Murray against
Henry Gallian Christopher Greenup and
James Gallian for a Plea of
Covenant Broken Damage one hundred
and twenty Pounds

Returnable to the first day of
March Term 1802 which Capias was
this day Executed by Mitchell Sheriff
of Franklin County on Christopher Greenup
Now if he the said Greenup do well and
truly appear answer to said Capias and
to the Requisitions of said Writ then the above
obligation to be void else to remain in
full force
A Copy Test. Mitchell Sheriff of Franklin County

THE COMMONWEALTH OF KENTUCKY,

To the Sheriff of Franklin County, Greeting:

WE command you to take *Henry Gullion, Christopher Gump, Samuel Gullion* if they be found in your bailiwick, and ~~them~~ safely keep, so that you have their bodies before the judges of our *Franklin District* court, at the State-house in Frankfort, in the county of Franklin, on the *first* day of the *next* court, to answer *George Campbell, John Brown, John Beatty and William Murray* in a plea of *Covenant broken* ~~damages~~ damage *one hundred & twenty pounds* and have then there this writ. Witness, WILLIS A. LEE, clerk of our said court, at the State-house, in the town and county aforesaid, this *20th* day of *January* in the year 1802, and in the *Tenth* year of the Commonwealth.

Willis A. Lee

The Commonwealth of Kentucky, to the Sheriff of *Franklin* County greeting:

YOU are hereby commanded to summon *John Payne, John Campbell, Paul Parrott and James Raybourn*

to appear before the Judges of the *General* Court, at the State-House in Frankfort, in the county of Franklin, ~~on the~~ day of the

Immediately ~~term next~~, to testify, and the truth to say, in behalf of *George Campbell and others*

in a certain matter of controversy depending and undetermined in the said court, wherein *the said George Campbell & others* are

Plaintiffs and *John Gullion & others*

Defendant and this *they* shall in no wise omit, under the penalty of £100 and have then there this writ. Witness, WILLIS A. LEE, Clerk of our said Court, at the State-House aforesaid, the *19th* day of *May* 1802 and in the *11th* year of the Commonwealth.

Willis A. Lee

Know all men by these Presents that We
Henry Gullian and Isham Talbot are held
and firmly bound unto Stephen Arnold
Sheriff of Franklin County in the sum
of two Hundred and forty pounds Current
Money of Kentucky to which Payment
well and truly to be made We
bind our selves our heirs & Jointly
and severally firmly by these
Presents sealed with our seals and
Dated this 6th day of March 1802

The Condition of the Above Obligation
is such that Whereas there did issue
on the 20th day of January 1802 from
the Office of the Clerk of the Franklin
District Court a Capias ad Respondendum
George Campbell, John Brown, Tho Beatty
and William Murray against Henry
Gullian Christopher Greenup and Jeremi-
ah Gullian for a Plea of Covenant
Broken Damage one hundred and twenty
Pounds Returnable to the first day
of the March Term 1802. Which
Capias was this day Executed by
Stephen Sheriff on Henry Gullian Now if
he the said Henry Gullian do well and
truly appear and answer to said Action
agreeable to the Requisitions of said Writ
then the above Obligation to be paid
Else to remain in full Force
A Copy Teste Stephen Sheriff
Henry Gullian
Isham Talbot

Erasmus Gulliver
ad. } Plea.
Murray Beatty et al }

And he said Ditt by his attorney
comes & defends the force and injury wherof
and says that the Pleds their action aforesaid
against him ought not to have and maintain
because he says that the Bond obligatory
in the Pleds declaration mentioned is not
the act of the said and deed of the defendants
and of this he puts himself upon the country.
And the Pleds do so likewise.

To Warrant for Deft

Franklin County to wit -

Erasmus Gulliver this day personally
appeared before me one of the Justices of the
Peace for the county aforesaid, and made
oath that the facts contained in the foregoing
Plea are true. Given under my hand this
first day of July 1862.

Geo. M. Cothran