

Franklin District Ct)

William Murray, George Campbell

John Brown, & Ohio Beatty complain of Henry Gullion,  
Christopher Greenup, & Jeremiahs Gullion of said district  
in custody &c, of a plea of covenant broken. For that where-  
as the said Def<sup>s</sup> on the 23<sup>rd</sup> day of December 1800 at  
the Parish of Kentucky, & District afores<sup>d</sup>, by their writing  
obligatory, signed, & sealed with the proper signatures  
and Seals both of the s<sup>d</sup> Def<sup>s</sup>, & these Plff<sup>s</sup>, and now here  
shewn in Court, the date whereof is the same day, &  
Year afores<sup>d</sup> covenanted among other things, in Consideration  
that these Plff<sup>s</sup> had truly 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<sup>d</sup> 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 ferry boat then at the Ferry the property of Plff<sup>s</sup>  
or some one of them. That they the s<sup>d</sup> Def<sup>s</sup> would pay  
to these Plff<sup>s</sup> the sum of one hundred, & twenty pounds  
current money in regular quarterly payments from the  
commencement till the expiration of the Term afores<sup>d</sup>  
according to their several proportions of Interest in the said  
Ferry (which proportions were that George Campbell  
owned half, & the s<sup>d</sup> Brown, Murray, & Beatty the other half  
in equal shares) and that they s<sup>d</sup> Def<sup>s</sup> would leave the  
s<sup>d</sup> Boat in as good order (abating ordinary wear) as the s<sup>d</sup>  
Henry Gullion should receive it, & that they the s<sup>d</sup> Def<sup>s</sup>  
at the expiration of the term, would leave, & deliver to the s<sup>d</sup>  
s<sup>d</sup> Plff<sup>s</sup>, one new well furnished, & complete built Ferryboat

capable of carrying Waggons; & these Pltffs in fact say that the  
 s<sup>r</sup> Henry Gullion pursuant to the Demise afores<sup>d</sup> did occupy the s<sup>d</sup>  
 Ferry for & during the term afores<sup>d</sup>. Nevertheless the s<sup>d</sup> Def<sup>s</sup>  
 to keep & perform their covenants afores<sup>d</sup> have failed in this  
 viz. that they did not pay to these pltffs the afores<sup>d</sup> one Hundred  
 & twenty Pounds in Quarterly Payments according to their  
 afores<sup>d</sup> respective interests in the s<sup>d</sup> Ferry, nor to any of them,  
 nor any part thereof, also that they failed to deliver to  
 these pltffs at the expiration of the term afores<sup>d</sup> one new  
 well furnished, and complete built Ferryboat, capable of  
 carrying Waggons; Wherefore the pltffs say the Def<sup>s</sup>  
 have broken their Covenants afores<sup>d</sup> in the particulars afores<sup>d</sup>  
 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<sup>d</sup> Pltffs. £120 therefore they sue.

John Rowe }  
 & } P.P  
 Richard Rowe }

John Rowan p. of

Brown & others  
 vs } Debt<sup>nt</sup> ag<sup>nt</sup>  
 Gullion & others  
 1802  
 this decl<sup>nt</sup> filed.

We the jury find for the  
 pltffs and find them to pay three  
 pounds eighteen shillings  
 in Damages

~~We find the jury find for the  
 pltffs and find them to pay three  
 pounds eighteen shillings  
 in Damages~~

~~Wm White~~

Articles of Agreement made and concluded this twenty third  
Day of December in the Year of our Lord one thousand  
Eight hundred ~~~~~ between George Campbell John  
Brown, Otho Beatty and William Murray of the one Part & Henry  
Gullion Christopher Greenup & Jeremiah Gullion ~ of the other Part  
Witnesseth, that the said joint named Parties have demised lease & 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, Otho 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, Otho Beatty and William Murray for and during the Space & Term  
of one year to commence on the first first Day of January next  
ensuing the Date of 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 Pounds  
current Money of Kentucky, in regular Quarterly Payments from the  
commencement till 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 indemnify  
and save harmless the said George Campbell, John Brown  
Otho 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 have 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. J. Hancock

Wm. Moore

Alphin Gulliver Junr.

William Murray Seal  
for himself and for

George Campbell Seal

John Brown Seal

&  
Otho Beatty Seal

Fred. Gulliver Seal

Christ. Grunnp Seal

~~Fred. Gulliver~~ Seal  
by  
Christ Grunnp

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

Capt. P. to Mark  
Damt \$120



Know all Men by these Presents that we  
Christopher Greenup and Welly a 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 6<sup>th</sup> day of  
March 1802

The condition of the above Obligation is such  
that whereas there did issue on the 20<sup>th</sup> day  
of January 1802 from the office of the Clerk of  
the Franklin District Court a Capias ad  
Respondendum George Campbell John Brown  
Thea Blatty and William Murray against  
Henry Guilan Christopher Greenup and  
Welly a Lee 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 and answer to said Warrant  
to the Requisitions of said Warrant then the above  
Obligation to be void else to remain in  
full force and effect



THE COMMONWEALTH OF KENTUCKY,

To the Sheriff of Franklin County, Greeting:

WE command you to take *Henry Gullion, Christopher Gunnup, Edmund 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, Otho Beatty and William Murray* in a plea of *Covenant broken* ~~and~~ 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 aforefaid, 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 Byrne, John Campbell, Paul Faight 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 controverfy depending and undetermined in the said court, wherein *the said George Campbell & others* are

Plaintiffs and *Jere 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 aforefaid, the *19th* day of *May* 1802 and in the *11th* year of the Commonwealth.

*Willis A. Lee*

This suit is brought on a Writery under Seal for the benefit  
of the Ferry from South to North Street and not deliv-  
ing a new Boat according to the said writery; bail required  
The Plaintiffs

James Gullion vs  
Campbell & Co  
Debt  
The Plaintiffs

Campbell & Co  
Debt  
1877

Campbell & Co  
vs  
Gullion & Sumner

Franklin

Exec on Campbell Payne  
& Faught  
Wm W Baid  
for  
Step Arnold S. J. C.

Know all men by these Presents that We  
Henry Gullian and Isham Gallott 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 6<sup>th</sup> day of March 1802

The Condition of the Above Obligation  
is such that Whereas there did issue  
on the 20<sup>th</sup> 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 J. Mitchell  
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 void  
Else to remain in full Force  
A Copy Test J. Mitchell Henry Gullian  
Isham Gallott



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

And he said Deft by his attorney  
comes & defends the price and injury where  
and says that the plffs their action aforesaid  
against him ought not to have and maintain  
because he says that the Bond obligatory  
in the plffs declaration mentioned is not  
the act of the ~~deft~~ and deed of the defendant  
and of this he trusts himself upon the country.  
And the Plffs do so likewise.

T. J. Mott 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

J. M. Mott