

RECOR

No.

UNION C

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#5

CHESTER MATTOON,
Book-binder and
Blank-book Manufacturer,
Columbus, Ohio.

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Hugh Lee & Wile
E. Lee partners w
the name and p
off H. Lee & W
Stephen Wrig

Hugh Lee & William
E. Lee partners under
the name and firm
of H. Lee & Co
as
Stephen Wriget

Pleas before his honor James L. Tarbent Esq. President
James R. Smith Christian Myers and Levi Phelps
his associates Judges, at a Court of Common Pleas
begun and held at the Court House in the Town of
Maujville within and for the County of Union
and State of Ohio, on the fourteenth day of October
in the Year of our Lord one Thousand Eight hundred
and forty six.

Be it remembered that on the 16th day
of October 1846 the Plaintiffs in this case by P.D. Cole their
Attorney filed herein the following transcript which said
transcript reads in the words and figures following to wit.

Hugh Lee & William E. Lee Partners under the name and firm of
H. Lee & Co as Stephen Wriget. Suit brought on two notes
Debt - \$40.80 which read \$3.97. Due H Lee or order the
Bluffs Ins issuing sum 12¹/₂ sum of three dollars ninety seven cents
" Entering Judgt 12¹/₂ for value recd Jan 30, 1846. Stephen Wriget
Cost. serving sum 27¹/₂ on which is a credit of \$2.00.
Debt costs Due J. Winkade Jr or order the sum of
Ins Entering Satisfaction 10 forty six dollars & seventy two cents
Increase costs Ins issuing execution 25 for value received August 11th 1845
" 1st Transcript 3 1/2 Stephen Wriget. on which are seven
" 2^d Transcript 3 1/2 al credits amounting to \$10.79.

Warrant serving execution 25 August 14, 1846. Writ issued and
delivered to Abel Marks Constable for the appearance of
the defendant August 18, 1846 at 10 o'clock A.M. which was
returned served by copy left with Mrs Wriget at defen-
dants residence Service of copy 1/2 mile 5 - 27¹/₂ August 14th
1846 Abel Marks Constable. August 18, 1846 10 o'clock A.M.
the Plaintiff appeared. defendant failed to appear. Trial
had. It is therefore considered by me that the plaintiff
recover of the defendant the sum of forty dollars and
eighty and his costs herein taxed at fifty two and
a half cents. August 18, 1846 Execution issued and delivered
to Abel Marks Constable. August 31st 1846 Execution returned in dor-
sed No property found whereon to levy - Service 20 mile 5 - 25. August 31st
1846 Abel Marks Constable. September 1st 1846 at request of Plaintiffs
Transcript made out and delivered to Plaintiffs September 24th 1846 It
is suggested to me that said defendant is possessor of Sands liable to levy
and sale in execution. September 24th 1846. At request of Plaintiffs
Transcript made out and delivered to Plaintiffs. The State of Ohio
Union County Paris Township ss. I do hereby certify, that the above
is a full and true copy from my docket of the proceedin-
gs had by and before me in the above Cause. James M. Wilkinson
J.P. Seal of the aforesaid Township. And afterwards to wit.
On the 16th day of October 1846. a writ of Scirefacias was issued

in this case which said writ together with the Sheriff
 return thereon reads in the words and figures fol-
 lowing to wit: The State of Ohio Union County ss. To the
 Sheriff of said County Greeting, Whereas Hugh See &
 William E. See Partners under the name and firm of
 H See & Co. on the 18th day of August 1846. recovered a
 judgment before James M. Wilkinson one of the Justices
 of the Peace within and for the said County of Union
 for the sum of Forty dollars and eighty cents Debt and
 fifty two and a half cents Costs against Stephen Winget
 upon which said Judgment an execution was issued
 by the said James M. Wilkinson and returned no property
 found whereon to levy and it having been suggested to
 the said James M. Wilkinson that the said Stephen Winget
 is possessor of Lands and tenements as to us 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 Stephen Winget
 to appear before our said Court of Common Pleas
 forthwith to show Cause if any there be why execution
 should not issue against his Lands & tenements to satisfy
 said Judgment and further to do and receive what our
 said Court shall then and there Consider in this behalf
 and have you then there this writ. Witness John Cassil
 Clerk of our said Court this 16th day of October A.D. 1846
 John Cassil Clerk, Oct 16th 1846. Served this writ by leaving
 a certified copy of this writ at the residence of the defendant
 Wm. M. Robinson Sheriff. And afterwards to wit on the
 17th day of October 1846. In this case the Court Order exec-
 ution to issue according to the Statute in such case
 made and provided for the moneys in said Scire Facias
 and Transcript mentioned and for Costs herein taxed
 at Dollars Cents.
 Attest John Cassil Clerk,

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Elizabeth Miller
 vs
 W. W. Woods

Pleas before his honor James P. Fairbank Esq. President
 James R. Smith Christian Myers and Levi Phelps his
 Associates Judges at a Court of Common Pleas begun and
 held at the Court House in the town of Mansville within
 and for the County of Union and State of Ohio, on the
 fourteenth day of October in the year of our Lord
 one thousand eight hundred and forty six
 Be it remembered that heretofore to wit on the 29th
 day of October 1845. the complainant by W. Lawrence her solicitor

filed herein her Petition which said Petition reads in the words and figures following to wit: To the Honorable the Court of Common Pleas when in session, Elizabeth Miller a resident of the County of Union represents that in or about the year 1824 your petitioner was lawfully married to one Daniel Miller that she thence became the wife of said Daniel and so continued to the death of the said Daniel Miller which occurred in the year 1831, that during the Coverture of your petitioner with the said Daniel he was seized in fee of the following parcel of Land (to wit) in Lot No 16 in the Town of Marysville with its improvements and that your petitioner never sold forfeited, nor otherwise disposed of her right of Dower in the same and that she is still entitled thereto. Your petitioner further shows that W. M. Woods of this County is in possession of said lot and makes him Deft. hereto and your petitioner prays an assignment of Dower in the same by the order of this Court and as in duty bound &c. By W. C. Lawrence her Sol. and afterwards to wit: On the 29th day of October 1845. A subpoena was issued directed to the Sheriff of Union County which said writ and Sheriffs Return reads in the words and figures following to wit: The State of Ohio, Union County, ss. To the Sheriff of the County of Union Greeting: We Command you, that you summon W. M. Woods to appear before the Judges of our Court of Common Pleas at the Court House, on the forthwith, to answer a Petition in Chancery, exhibited against him by Elizabeth Miller and this he shall in no wise omit, under the penalty of one thousand dollars, and heave then and there this writ, Witness John Cassil, Clerk of our said Court, at the Court house, this 29th day of Oct. 29th A.D. 1845 John Cassil Clerk of Com. Pleas. Served Oct. 30th A.D. 1845 by Certificate Copy of this writ W. M. Robinson Sheriff, And afterwards to wit, on the 16th day of June 1846. The said W. M. Woods by P. Cole his Sol. filed in the office of the Clerk aforesaid. An answer to the said Petition in the words and figures following to wit: William M Woods ads Elizabeth Miller In Union Com Pleas Answer to Petition for Dower The answer of William M Woods to a Petition for Dower exhibited against him by Elizabeth Miller in said Court, and the said Deft. now comes and for answer to said Petition says that if ever the petitioner was entitled to Dower in said Lot No 16. (as described in her said petition) she has long since forfeited such right by permitting said Lot to be forfeited and sold for taxes which forfeiture and sale is evidence by the Auditors tax deed herewith filed made part of this answer. & marked (A) and for further proof reference can be had to the record of taxes and tax sales in the Auditors office of this County - and this deft. further answering says that it is true that he is in possession of said premises - but that the legal title thereto is in one John P. Woods - this deft. having made a deed to said John P. Woods to secure him against liability for being bail for this deft.

with the Sheriff
 figures following
 to wit. To the
 Court of Union
 County ss. To the
 Sheriff of the
 County of Union
 Greeting: We
 Command you
 that you summon
 W. M. Woods to
 appear before the
 Judges of our
 Court of Common
 Pleas at the
 Court House, on
 the forthwith,
 to answer a
 Petition in
 Chancery, exhibited
 against him by
 Elizabeth Miller
 and this he shall
 in no wise omit,
 under the penalty
 of one thousand
 dollars, and heave
 then and there
 this writ, Witness
 John Cassil, Clerk
 of our said Court,
 at the Court house,
 this 29th day of
 Oct. 29th A.D. 1845
 John Cassil Clerk
 of Com. Pleas.
 Served Oct. 30th
 A.D. 1845 by
 Certificate Copy
 of this writ W. M.
 Robinson Sheriff,
 And afterwards
 to wit, on the 16th
 day of June 1846.
 The said W. M.
 Woods by P. Cole
 his Sol. filed in
 the office of the
 Clerk aforesaid.
 An answer to the
 said Petition in
 the words and
 figures following
 to wit: William
 M Woods ads
 Elizabeth Miller
 In Union Com
 Pleas Answer to
 Petition for
 Dower The
 answer of
 William M
 Woods to a
 Petition for
 Dower
 exhibited
 against him
 by Elizabeth
 Miller in
 said Court,
 and the said
 Deft. now
 comes and
 for answer
 to said
 Petition
 says that
 if ever the
 petitioner
 was entitled
 to Dower
 in said
 Lot No 16.
 (as described
 in her said
 petition) she
 has long
 since
 forfeited
 such right
 by
 permitting
 said Lot to
 be
 forfeited
 and sold
 for taxes
 which
 forfeiture
 and sale
 is
 evidence
 by the
 Auditors
 tax deed
 herewith
 filed
 made part
 of this
 answer. &
 marked (A)
 and for
 further
 proof
 reference
 can be had
 to the
 record of
 taxes and
 tax sales
 in the
 Auditors
 office of
 this
 County -
 and this
 deft. further
 answering
 says that
 it is true
 that he is
 in
 possession
 of said
 premises -
 but that
 the legal
 title
 thereto
 is in one
 John P.
 Woods -
 this deft.
 having
 made a
 deed to
 said John
 P. Woods
 to secure
 him
 against
 liability
 for being
 bail for
 this deft.

which is proved by a deed from this deft to the said J. P. Woods herewith filed marked (B) and this defendant having this fully answered prays to be dismissed with his costs.

William W. Woods, by J. P. Leale his Sol, and afterwards to wit on the 30th day of July 1846, this cause is submitted to the Court upon the Bill and answer and exhibits and the Court do find on consideration that the equity of the case is with the Complainant and it is further ordered that the Petitioner be endowed of one full equal third part of the lands in the said petition described (except the House which it is suggested has been built since the Petitioner's right of dower accrued) and it is further ordered that a writ issue to the Sheriff of the County of Union Commanding him that by the Oaths of three Judicious disinterested men of the vicinity who are not of kin to either of said parties. he cause such dower to be set off and assigned to the said Petitioner according to the Statute in such case made and provided, and continued, and afterwards to wit on the 14th day of October 1846 the Sheriff made his return in the words and figures following to wit, by the Oaths of C. See Adam Wolford & John Johnson, three Judicious disinterested men of the vicinity who are not of kin to either of the parties after having been sworn as the law requires in such case have made the following report. Wm M Robinson Sheriff, Elizabeth Miller vs Wm Woods We the Commissioners called upon by Wm M Robinson Sheriff of Union County Ohio, to assign dower to Elizabeth Miller widow in the following real estate situate and being in the County of Union and State of Ohio and in the town of Marysville to wit In lot No. 16, in said town after having been duly sworn by said Sheriff and upon actual views we are of opinion that said lands cannot be divided without manifest injury to the same and therefore we do estimate the said widows dower worth one dollar and fifty cents per year given under our hands and seals this 12th day of Sept A.D. 1846

John Johnson Seal by said See Adam Wolford Seal

And afterwards to wit on the 17th day of October 1846, on motion to the Court and upon producing the proceedings of the Sheriff and the assignment of Dower to the petitioner by him made in a special manner of one third of the rents and profits according to the form of the Statute in such cases where the premises are not susceptible of division made in pursuance of a former order of this Court and the same having been examined it is ordered that the proceedings and assignment of dower in said special manner be and the same are hereby approved and confirmed and that the said William W. Woods pay the Petitioner the amount yearly in advance so allowed by the said assignment of Dower as one third of the rents and profits of said premises to wit of inlet No. 16, in Marysville being one dollar and fifty cents

William C. P. J.
 Philander B. Leale
 -mistrotors of the Co
 William C. Lawrence
 Deed,
 vs
 Saul Bland

said J. P. Woods
 having this
 his Costs.
 towards to wit
 Court upon
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 Complainant
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 of the vicinity
 being been sworn
 following
 the W. P. Woods
 Sheriff of
 Miller Warden
 the County of
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 therefore we
 and fifty cents
 of Sept. A. D. 1846
 On Motion
 to Sheriff and
 made in
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 order of this
 is ordered
 in said Special
 and confirms a
 over the amount
 ment of Dower
 mises to wit
 and fifty cents

and in default that execution issue therefor as at Law. And it
 is further ordered that the Costs of this suit amounting to \$
 be paid by the defendant within 30 days and in default thereof
 that execution issue therefor as upon Judgments at Law,
 Attest John Cassil Clerk.

✓ William C Piper &
 Philander B Leale Adm
 -mistors of the Estate of
 William C Lawrence
 Decd.
 vs
 Saul Bland

Pleas before his honor James S. Torbest Esq. President
 James R Smith Christian Myers and Levi Phelps
 his associates Judges at a Court of Common Pleas
 begun and held at the Court House in the Town of Mar-
 ysville within and for the County of Union and State
 of Ohio on the fourteenth day of October in the year
 of our Lord one Thousand eight hundred and forty
 six. Be it remembered that heretofore to wit,
 on the 29th day of July 1846. The said William C. Lawrence
 in person sued out of the Clerks office of the Court aforesaid
 the following writ of Summons to wit, State of Ohio Union
 County W. To the Sheriff of said County Greeting. We
 Command you to summon Saul Bland 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 W. C. Lawrence in a Plea
 of Debt \$150. Damages \$50. Dollars. And have you then true
 this writ. Witness John Cassil. Clerk of said Court at the
 Court House aforesaid this 29 day of July A. D. 1846. John
 Cassil Clerk. Said writ was indorsed. Suit brought on a
 note of hand under Seal or Single bill executed by said Saul
 Bland to James McShay and payable to him or order on
 the 17th day of April 1843. And payable on or before the first
 day of November 1844 and duly assigned to the Plaintiff
 July 25, 1846. to recover the said sum of one hundred and
 fifty dollars due by said note and also damages for the
 detention thereof fifty dollars by W. C. Lawrence atty. and the
 said Sheriff returned said writ indorsed. Served this
 writ July 29th 1846. by delivering a Certified Copy of this
 writ to the Deft. Wm. M. Robinson Sheriff. And afterwards
 to wit on the day of 1846. the Plaintiff filed his
 declaration in the words and figures following to wit. State of Ohio
 Union County W. Court of Common Pleas July Term 1846. W. C. Lawrence
 complains of Saul Bland in a plea of Debt for that whereas the said
 Saul Bland on the 17th day of April 1843 made his certain writing
 obligation or Single bill. Sealed with his Seal and hereto the Court
 shown.) and delivered the same and thereby bound himself to pay
 to James McShay the said McShay or his order the sum of one
 hundred and fifty dollars. payable on or before the first day

of November 1844 which said single bill due and unpaid was duly assigned to said Mr. C. Lawrence on the 23rd day of July 1846, in consideration of which premises the said Saul Bland then and there had notice & agreed to pay the said Mr. C. Lawrence the said sum of one hundred and fifty dollars with the damages which were due for the detention thereof yet the said Saul Bland disregarding his agreement hath not paid the said sum of money nor any part thereof to the damage of the Plaintiff fifty dollars and therefore he brings suit. By Mr. C. Lawrence atty,

And afterwards to wit on the 17th day of October 1846. Death of Plaintiff suggested and Administrators of Plaintiff made party. This day came the said William C. Piper and Philander B Cole Administrators of the Estate of William C. Lawrence deceased by their attorney and the said Saul Bland through solemnly called came not but made default. Where upon it is considered that the said William C. Piper & P. B. Cole Administrators of William C. Lawrence deceased ought to recover his debt against the said Saul Bland and his damages by reason of the detention thereof and therefore neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said Saul Bland doth owe to the said William C. Piper and Philander B Cole Administrators of the Estate of William C. Lawrence deceased the sum of one hundred and eight dollars and fifty eight cents and do assess their damages by reason of the detention thereof to six dollars and seventy eight cents. Therefore it is considered that the said William C. Piper and Philander B Cole Administrators of the Estate of William C. Lawrence deceased recover of the said Saul Bland the said sum of one hundred and eight dollars and fifty eight cents their debt aforesaid and the said sum of six dollars and seventy eight cents their damages aforesaid and also their costs in this behalf expended taxed at

dollars cents,

Attest John Cassil clerk,

John A. Bryan
vs
A. H. Thompson

I was before his Honor James L. Herbert Esq. President James R. Smith Christian Myers and Levi Phelps his associates Judges at a court of Common Pleas begun and held at the Court House in the town of Maysville within and for the County of Union and State of Ohio on the fourteenth day of October in the year of our Lord one thousand eight hundred and forty six.

Be it remembered that on the 17th day of October 1846. The Plaintiff by Allison & Bay his attorneys filed herein the following note and power

and unpaid
on the 23rd
miss the said
to pay the said
and fifty dollars
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Atty,
1846. Death
Plaintiff made
and Philander
Lawrence
Saul Bland
default.
C. Piper
deceased sought
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therefore
Court being
said Saul
and Philander
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the said Saul
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said sum of
ages aforesaid
taxed at
dent James
iates Judges
Court House
of Union and
year of our
the Plaintiff
note and power

of Attorney to Confess Judgment therein. Which said note and Power
reads in the words and figures following to wit, \$200.00 or in before the
first day of October next I promise to pay John A. Bryan or bearer the
sum of Two hundred dollars for value received this 23rd day of July A.D.
1846. with interest from date A.H. Thompson Att I do hereby authorize
Atweay Curry or any other attorney at Law in the State of Ohio to appear in
any Court of record in said State at any regular term of such Court and
waive the issuing and service of process, and confess a Judgment again
st me and in favour of John A. Bryan or bearer on the above note for
the sum of Two Hundred dollars and cents with interest from this
date to the time of the rendition of said judgment and thereupon to
release all error and waive all right and benefit of Appeal in
my behalf. July 23rd 1846. A.H. Thompson Att And afterwards to wit on
the 17th day of October 1846. The Plaintiff by Allison & Garry his attorneys filed
herein his declaration in the words and figures following to wit, The
State of Ohio Union County vs. Union County Court of Common Pleas October
Term A.D. 1846. John A. Bryan Complain of A.H. Thompson in a plea of
Assumpsit for that whereas the said A.H. Thompson on the 23rd day
of July 1846. at the County aforesaid was indebted to the Plaintiff in
the sum of Two Hundred dollars for the price and value of goods sold
and delivered by the Plaintiff to the defendant at his request and
the defendant afterwards on the day and year last aforesaid in
consideration of the premises promise to pay to the said Plaintiff
the amount of said sum of money on request yet the Defendant hath
disregarded his said promise and hath not paid the said sum of
money nor any part thereof to the damage of the said Plaintiff three
Hundred dollars and therefore he brings his suit. by Allison &
Garry his attorneys. And afterwards to wit on the 17th day of October
1846. the Defendant by P.D. Gale his attorney filed herein his plea
which plea reads in the words and figures following to wit,
John A. Bryan vs A.H. Thompson, in Union Com Pleas. In Assumpsit. And
now comes in Open Court P.D. Gale one of the attorneys of this Court and
by virtue of a warrant of Attorney for that purpose and herein files wai
ves the issuing and service of process, and confesses Judgment against the
said A.H. Thompson and in favor of said John A. Bryan for the sum of Two
Hundred and two dollars and seventy cents damages. And for the costs
of this suit. And by virtue of the same warrant of Attorney releases all
error and waives all right and benefit of Appeal in behalf of said
Defendant, P.D. Gale Atty for Deft. And afterwards to wit on the 18th day of
October 1846. This day came into Court John A. Bryan by Allison & Garry
his attorneys, and filed his declaration against the said A.H. Thompson and
thereup P.D. Gale one of the attorneys of this Court appeared in Open Court in
behalf of the said A.H. Thompson and by virtue of a warrant of Attorney
for that purpose executed by the said A.H. Thompson and now
produced in Open Court and duly proved, waived the issuing of
process and service thereof and acknowledged that the said

A. H. Thompson did assume and promise in manner and form as the said John A. Bryan hath in his said declaration alleged against him and confesses that the said John A. Bryan hath sustained damages by reason of the premises to Two Hundred and two Dollars and seventy Cents therefore by Consent of parties it is considered that the said John A. Bryan recover of the said A. H. Thompson the said sum of Two Hundred and two Dollars and seventy Cents and also his Costs in this behalf expended taxed at _____ Dollars _____ Cents. And the said A. H. Thompson release all error and waives all right and benefit of appeal.
 Attest John Cassil Clerk,

James E. Harriott
 vs
 Alexander Pollock

Pleas before his Honor James S. Torbert by President James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio on the fourteenth day of October in the year of our Lord One thousand eight hundred and forty six Be it remembered that heretofore to wit on the 1st day of August 1846 the Plaintiff by F. B. Gale his attorney issued out of the Clerks office of said Court the following writ of Summons to wit: State of Ohio Union County W. to the Sheriff of said County Greeting We Command you to summon Alexander Pollock 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 E. Harriott in a plea of Assumpsit Damages five hundred Dollars and have you then true this writ. Witness John Cassil. Clerk of said Court. at the Court House aforesaid this 1st day of Aug. A. D. 1846. John S. Cassil Clerk. Said writ was indorsed Suit Broke on a note and due bill both given by defendant to Plaintiff the said note payable to the Plaintiff or order for the sum of One hundred and twelve Dollars dated June 10th 1846. and due thirty days after the date thereof and the said due bill calling for the sum of one hundred and seventy nine Dollars and seventy Cents dated and due June 1st 1846 payable in July next after the date thereof also for goods sold and delivered money lent had and received and on an account stated Damages claimed \$500. F. B. Gale atty for Pltff. Said writ was returned to said Court. indorsed. Served this writ August 1st 1846 by delivering a certified copy of this writ to Deft. W. M. Robinson Sheriff. And afterwards to wit on the 10th day of September 1846 the Plaintiff by F. B. Gale his attorney filed herein his Narration in the words and figures following to wit: State of Ohio Union County W. James E. Harriott vs Alexander Pollock. In Assumpsit. In Union

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A. Bryan
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October in the
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1846. John
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Binson Sheriff.
the Plaintiff by
the words and
ty B. James
In Union

Com Pleas July Term 1846. James E. Harriott Complainant of Alexander Pollock
in a plea of assumpsit for that whereas the said Alexander Pollock on
the tenth of June A.D. 1846. at the County aforesaid made his promissory note
in writing and delivered the same to the said James E. Harriott and thereby
promised to pay to the said James E. Harriott or order one hundred and twelve
dollars in thirty days after the date thereof which period is now elapsed and
the said Alexander Pollock then and there in consideration of the premises
promised to pay the amount of the said note to the said James E. Harriott
according to the tenor and effect thereof. yet the said Alexander Pollock
hath disregarded his promises and hath not paid the said sum of money
or any part thereof to the damage of the said James E. Harriott five
hundred dollars. and the said James E. Harriott further Complainant
of the said Alexander Pollock for that whereas also the said Alexander Pollock
on the first day of June A.D. 1846. at the County aforesaid made his due
bill in writing and delivered the same to the said James E. Harriott
and thereby acknowledged to be due to the said James E. Harriott one hundred
and seventy nine dollars and seventy cents to be paid in July next then
- after which period has now elapsed and the said Alexander Pollock
then and there in consideration of the premises promised to pay the
Amount of the amount of said due bill to the said James E. Harriott
according to the tenor and effect thereof yet the said Alexander
Pollock hath disregarded his promises and hath not paid the
said last mentioned sum of money or any part thereof to the
damage of the said James E. Harriott five hundred dollars. and
the said James E. Harriott further Complainant of the said Alexander Pollock
for that whereas also the said Alexander Pollock on the thirty first day
of July in the year eighteen hundred and forty six at the County of
Union. was indebted to the Plaintiff in the further sum of five hun
dred dollars on a certain other note and due bill in writing given by
the Defendant to the Plaintiff. the said note being for the sum of one
hundred and twelve dollars payable to the Plaintiff or order thirty
days after the date thereof and dated June 10, 1846 - and the said due
bill payable to the Plaintiff for one hundred and seventy nine dol
lars and seventy cents dated and due June 1st 1846. to be paid in July next
the period for the payment of both of which said obligations has now elapsed and
the said Alexander Pollock on the 31st day of July A.D. 1846. in consideration of
the premises promised to pay the said last mentioned note and due bill
according to the tenor and effect of each yet the said Alexander Pollock
hath disregarded his promises and hath not paid the amounts of the
said note and due bill or either of them or any part thereof to the dam
age of the Plaintiff five hundred dollars. and the said James E. Harriott
further Complainant of the Alexander Pollock for that whereas also the said
Alexander Pollock on the 31st of July A.D. 1846. at the County aforesaid was indebt
ed to the said James E. Harriott five hundred dollars for the price and
value of goods then and there sold and delivered by the Plaintiff
to the defendant at his request. and the said James E. Harriott.

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Further complains of the said Alexander Pollock for that where
as also the said Alexander Pollock on the thirty first day of July
in the year eighteen hundred and forty six at the County
of Nassau was indebted to the said James E Hammett in the
sum of five hundred dollars for money then and there lent
by the Plaintiff to the Defendant at his request. And the said
James E Hammett further complains of the said Alexander
Pollock for that whereas also the said Alexander Pollock on
the 31st day of July AD 1846. was indebted to the said James E Hammett
in the sum of five hundred dollars for money found to be
due from the Defendant to the Plaintiff an amount then
and there stated between them and when as the Defendant
afterwards on the thirty first day of July eighteen hundred and
forty six in consideration of the premises then and there promised
to pay the said last mentioned several sums of money to the Plain-
tiff on request yet he hath disregarded his promise and hath
not paid the said several sums of money nor either of them nor
any part thereof to the damage of the Plaintiff five hundred
dollars. And thereupon he brings Suit &c By P.B. Gale, his atty
And afterwards to wit on the 10th day of October 1846 the Defendant by
Allison Henry his attorney filed herein his Plea which reads in the words
and figures following to wit. Alexander Pollock ads J^r E Hammett. In Union
Court Plea. And the said Alexander Pollock comes and defends &c
and says that he did not assume and promise in manner and
form as the said James E Hammett hath declared against him
and of this he puts himself upon the Country and the said James
E. doth the like. By Allison Henry his attorney. The Plaintiff
will also take notice that the Defendant on the trial of this cause
will give in evidence and insist that the said due bill for \$179.70
dated June 1st 1846 was given by mistake for a much larger amount
than the proper one and that the Defendant will claim an offset accor-
dingly. Also that the Plaintiff at the commencement of this suit was
and still is indebted to the Defendant in the sum of Three hundred
dollars for goods sold and delivered money had and received &c
Allison & Henry Attys. And afterwards to wit on the 17th day of October 1846
this day came the parties by their attorneys and submitted this Cause to the
Court upon the issue joined between the parties. and the Court being
fully advised in the premises do find that the said Alexander Pol-
lock did assume and promise in manner and form as the said James
E Hammett hath complained against him and they assess the
damages of said James E Hammett by reason thereof to Two hundred
and ninety eight dollars and thirty five cents therefore it is consid-
ered that the said James E Hammett recover of the said Alexander Pollock
the said sum of Two hundred and ninety eight dollars and thirty five
cents and also his costs in this behalf expended taxed at
Dollars Cents and if the Defendant can show their

The State of Ohio
John Marquis
John Marquis

mistake claimed by him in the amount of this Judgment by the next term
the Plaintiff will give or for the same,
Attest John Cassil Clerk

The State of Ohio
vs
John Marguis Jr &
John Marguis

Pleas before his Honor James S. Barber Esq. President James R. Smith Ohio
-tan Myers and Levi Phelps his associates Judges at a Court of Common
Pleas begun and held at the Court House in the town of Marysville
within and for the County of Union and State of Ohio on the fourteenth
day of October in the year of our Lord one thousand eight hundred and
forty six. Be it remembered that heretofore to wit on the 29th day of
July 1846 the Plaintiff by P. B. Cole Prosecuting attorney sued out of the clerks
office of said Court the following writ of summons to wit. State of Ohio Union
County W. To the Sheriff of said County Greeting. We command you to
Summon John Marguis Jr & John Marguis to appear forthwith before
the Judges of our Court of Common Pleas. in and for the County aforesaid
at the Court House in said County to answer unto the State of Ohio in
a plea of Debt \$100. damages one Hundred dollars. and have you there
there this writ. Witness John Cassil Clerk of said Court at the Court
House aforesaid this 29th day of July A.D. 1846 John Cassil Clerk. Said
writ was returned enclosed. Served this writ July 29th 1846 by reading
to John Marguis - John Marguis Jr not found. Wm M Robinson Sheriff
And afterwards to wit on the 7th day of September 1846 the Plaintiff by
P. B. Cole Prosecuting attorney filed herein his Narration which reads
in the words and figures following to wit. State of Ohio Union County ss
State of Ohio vs John Marguis Jr & John Marguis. Union Common Pleas. In Debt
July Term 4th 1846. The State of Ohio. Sued out a writ of summons herein again
st John Marguis Jr and John Marguis the defendants in said writ named to
which the Sheriff of the County of Union has returned not found as to the said
John Marguis Jr and thereupon the said State of Ohio complaining of the said
John Marguis in a plea of debt for that whereas heretofore to wit on the 26th
day of Oct A.D. 1844 at the township of Parby, in the County of Union aforesaid
aid the said John Marguis Jr had been arrested and brought before
one John W Robinson then and there being one of the Justices of the Peace of
said township and County, duly charged upon the oath of one William
Fairfield with having committed petty Larceny upon the property of
the said William Fairfield to wit. at the township and County aforesaid
on the day and year last aforesaid. and whereas the said John
W. Robinson being such Justice of the Peace as aforesaid having duly
examined into the truth of said charge so made against the said John
Marguis Jr to wit. at said township and County on the day and year aforesaid
said then and there required the said John Marguis Jr to enter into a recog
nizance in the sum of one Hundred dollars with surety. Conditioned
that the said John Marguis Jr should appear before the three next
Court of Common Pleas of said County on the first day of the term
thereof to beholden in and for the said County to answer the

Saice Charge of Pettit Larceny and abide the Judgment of the Court and not depart without leave. And the Plaintiff avers the Saice John Marquis with the Saice John Marquis his Surety in pssuance of Saice order & requisition of Saice Justice of the Peace did then and there to wit on the 26th day of Oct. AD 1846. personally appear before the Saice John W. Robinson Justice of the Peace as aforesaid. and then and there jointly and severally acknowledged them selves to owe the State of Ohio the Sum of One Hundred Dollars to be levied of their goods and Chattles Lands and Tenements if default should be made in the Condition following to wit. that the Saice John Marquis should personally be and appear before the Court of Common Pleas on the first day of the term thereof next to be holden in and for the County aforesaid and then and there answer to the Charge of Stealing and Causeing two large hogs and abide the Judgment of the Court. and not depart without leave as by the Saice recognizance and the record thereof in the Saice Court of Common Pleas duly entered according to Law. and remaining and ready herein Court to be shewn. will more fully and largely appear. And the Plaintiff avers that the Saice John Marquis did not appear before the Saice Court of Common Pleas at the term thereof holden in and for the County aforesaid next after the Saice recognizance was made and acknowledged as aforesaid and to which Saice recognizance was returnable as by the terms of the Saice recognizance he was bound to do. but being then and there solemnly called to come into Court and answer unto Saice Charge of Stealing and Causeing two large hogs, as by the terms of Saice recognizance he was bound to do come not but made default. and the Saice John Marquis being then and there being solemnly called to come into Court and bring with him the body of the Saice John Marquis. Come not but made default. by reason whereof. And of the premises it was then and there considered by Saice Court of Common Pleas that the Saice recognizance be and the same was then and there declared forfeited by the record of Saice forfeiture in Saice Court of Common Pleas. remaining and ready here to the Court to be shewn more fully and at large appears where by an action hath accrued to the Plaintiff to demand and have from the defendants the Saice Sum of One Hundred Dollars. Yet the defendants have not nor hath either of them paid the Sum or any part thereof to the Plaintiff's damage One Hundred Dollars; therefore the Plaintiff sued &c By J. B. Cole Pros. Atty for the State, and afterw aces to wit on the 18th day of October 1846. This day came the Prosecuting attorney for the State and as to the Saice John Marquis process was returned not found by the Sheriff and the Saice John Marquis who had been regularly served though solemnly called came not but made default whereupon it is considered that the Saice State of Ohio ought

V
 Nathaniel Stearns
 and
 David P. Reed

Judgment of Plaintiff avers... his surety Justice of the Peace... personally... the Peace as... acknowledge... One Hundred... and there... following... he and... first day... County... of stealing... Judgment... the said recog... of Common... and... largely... John Marquis... Pleas at... acknowledge... returnable... do. but... Court and... large... do come... them and... with... made de... them and there... the said recog... by the record... and body... whereby... from the... defendants... thereof to... the Plaintiff... to wit on... cutting attorney... was returned... who had... but made... of this only set

To recover its debt against the said John Marquis and its damages by reason of the detention thereof and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said John Marquis doth owe to the said State of Ohio the sum of One Hundred dollars and do assess its damages by reason of the detention thereof to one Cent. therefore it is considered that the said State of Ohio recover of the said John Marquis the said sum of One Hundred dollars its debt, aforesaid and the said sum of one Cent its damages aforesaid and also its Costs in this behalf expended taxed at _____ dollars _____ cents.
Attest. John Cassel Clerk,

V
Nathaniel Stuart
vs
David P. Rea et al.

Pleas before his Honor James S. Foster Esq. President James R. Smith Christian Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the fourteenth day of October in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit on the 30th day of July 1846. The Defendants herein the following transcripts which reads in the words and figures following to wit:
Nathaniel Stuart vs David P. Rea et al. { Suit brought on an Action of trespass & Damage \$1000
November 10th 1845. Summons issued delivered to Court
David P. Rea vs Gladhill returnable the 15th day of November 1845 at 10
Smith Brown vs A clock A.M. returned endorsed service by reading to
James Brown vs Defendants fee 50 cts Nov 12th 1845 - W. Gladhill Court
Daniel Brown vs Nov 10th 1845 subpoena issued by order of Court for Daniel
Damage \$4,800 vs Stone Russel Volner Joseph Stuart Theodoras Green
Insufficient 24 vs Joseph R. Wittkins Charles Miller in Mrs Loveless aka
Sub for Plaintiff 148 vs Anna Stuart George Stuart and John Vance delivered
Sub. Deft 36 vs to Court Gladhill returned endorsed executed by
Issuing witness 56 vs reading to the within named witnesses and paid off
Indg 25 vs Loveless her fee on demand fees \$0.80 cts Nov 12th 1845 -
Bond 25 vs W. Gladhill Court Nov 12th 1845. Subpoena issued for
Transcript 31 vs Ransome Clements Colihue Phelps Sney & Syda Brown
Court fees sum 50 vs Aaron Loveless Joseph Cahill and Hartwell Manger
as sub for Plaintiff 80 vs by order of Defendant returned endorsed service by
Witness fees 7.50 vs reading to all but Manger Nov 14th 1845. David P. Rea.
Nov 15th 1845. parties appears and ready for trial and all the witnesses but Man-
ger and Cahill and after hearing the proofs and obligations of the Parties
it is the judgment of the Court that the Plaintiff recover four dollars and
80 damage therefore judgment is rendered against Defendant for the sum
of four dollars and 80 cts Damage and costs taxed at (\$11.25) Eleven Dollars
25 (Notice for appeal) in the action of Nathaniel Stuart against
David P. Rea Smith Brown James Brown and Daniel Brown we

James Hornbeck and W. M. Baughin do acknowledge our selves bail for appellants in the sum of fifty dollars to be levied on our goods Chattels Lands and tenements in case the appellants shall be condemned in the action and shall fail to pay the condemnation money and cost that have accrued and may accrue in the Court of Common Pleas, taken signed and acknowledged by James Hornbeck et al on this 24th day of Nov 1845. David Danforth, W. M. Baughin
 I certify the above to be a true copy of my proceedings in this case July 29th 1846 David Danforth J. P. And afterwards to wit on the 10th day of September 1846 Nathaniel Stuart by Allison & Barry his attorneys filed herein his narration in the words & figures following to wit. The State of Ohio Union County ss. Court of Common Pleas of Union County July Term A. D. 1846. Nathaniel Stuart Complain of David P. Rea Smith Brown James Brown and Daniel Brown in a plea of Trespass for that the defendants on the twentieth day of September A. D. 1845 at the County of Union aforesaid with force of arms seized and took certain goods and Chattels of the plaintiff to wit two hogs two sows two bulls two cows two sheep and two goats of great value to wit of the value of ten dollars and carried away the same and converted and disposed thereof to his own use and other wrongs to the plaintiff then did to wit at the County aforesaid against the peace and dignity of the State of Ohio and to the damage of the plaintiff of ten dollars and therefore he brings his suit &c by Allison & Barry his attys. And afterwards to wit on the 10th day of October 1846 the defendants by P. D. Cole their attorney filed herein their Plea which reads in the words and figures following to wit David P. Rea Smith Brown James Brown & Daniel Brown ads Nathaniel Stuart. In Trespass. And the said David P. Rea Smith Brown James Brown & Daniel Brown come and defend &c and say that they are not guilty in manner and form as the said Nathaniel Stuart hath complained against them and of this they put themselves upon the County and the said Nathaniel Stuart doth the like P. D. Cole atty for Deft, and afterwards to wit on the 17th day of October 1846 this day came the parties by their attorneys and thereupon came a Jury to wit, David Sterling & P. Hathaway Josiah Westlatte Elias Johnson Jesse Porter Jacob Bowser Michael S. Wood Rowland See Ralph Cherry Farmery Hemingway William B. Brown William M. Snodgrass who being sworn and sworn the truth to speak upon the issue joined between the parties. Upon their Oaths do say that the said David P. Rea is guilty and that the said Smith Brown James Brown and Daniel Brown are not guilty in manner and form as the said Nathaniel Stuart hath complained against them and they assess the damage of the said Nathaniel Stuart by reason of the premises to three dollars therefore it is considered that the said Nathaniel Stuart recover of the said David P. Rea the said sum of the three dollars his

Refus & Magn
 Mass P Rice

damages aforesaid in form aforesaid assessed and also his
costs herein expended taxed at _____ dollars costs
Attest John Cassil Clerk,

✓
Rufus J. Maynard
vs
Moses P. Rice

Filed before his Honor James S. Gilbert by President James R. Smith
Christian Myers and Levi Phelps his associates Judges a Court
begun and held at the Court House in the town of Marysville
within and for the County of Union and State of Ohio on the
fourteenth day of October in the year of our Lord one thousand
eight hundred and forty six Be it remembered that hereto-
fore to wit on the 1st day of April 1845 the Defendant filed herein the
following transcript which reads in the words and figures following
to wit

R. J. Maynard	2	Suit brought for damage amount twenty
Supervisor of Road	5	dollars March 18 th 1845. Bill of Particulars
District No 2. Union		of Plaintiff filed and summons issued to
Township Union County		Constable March 18 th 1845. Summons returned served
State of Ohio		by leaving a certified copy with the defendants
As		wife March 18 th 1845 - Fees mileage 20 cents - Service 12 ¹ / ₂
Moses P. Rice		cents total 32 cents John W. Hopkins const. March
Judgment \$ 7.12		22 nd 1845. 2 o'clock P.M. the parties appeared at trial
Costs summons	12 ¹ / ₂	objected to by the counsel of the defendants Trial
Docket entry	10	had Joshua Ritter Jesse Porter C. P. Garlick Robert
Subpoena	28 ¹ / ₂	Simpson Jacob Fairfield John Seepers sworn and
Bail	25	examined as witnesses for the plaintiff. It is there
Swearing witnesses	20	fore considered by me that the said Plaintiff
Cost fees for summons	32	to recover as supervisor of the Defendant Moses
Subpoena	1.50	P. Rice the sum of seven dollars and twelve and
Witnesses fees	2.75	half cents and the defendant is taxed with
Transcript	12.46	costs of said suit in the sum of four dollars and
	31 ¹ / ₂	thirty seven cents, in the action of R. J. Maynard supervisor as of

foresaid against Moses P. Rice. I Jesse Lawton do acknowledge my-
self bail for the appellant in the sum of fifty dollars to be levied
on my goods Chattles lands and tenements in case the appellant
shall be condemned in the action and shall fail to pay the
condemnation money and costs that have accrued or may
accrue in the Court of common please Jesse Lawton
Totten signed and acknowledged on this 25th day of March
in the year 1845 before me. Elias Topleff J.P. The State of Ohio
Union County Union township ss. I do hereby certify that the within
is a full and true copy from my Docket of the proceedings
had by and before me in the within Cause Elias Topleff J.P. of
the aforesaid township. And afterwards to wit on the 4th day of August
1845 the Plaintiff by P. B. Cole his attorney filed herein his Motion
which reads in the words and figures following to wit, State of Ohio

16
Union County Ct. Court of Common Pleas May term A.D. 1845 This
Cause comes into this Court by way of Appeal from the Docket of
Elias Topliff a Justice of the Peace in and for Union Township in
said County before whom this Suit was originally brought by and
in the name of Rufus S. Maynard Plaintiff as Supervisor of roads
and highways in and for road district Number 2 (two) in
Union Township in said County of Union against Moses P.
Rice Defendant and thereupon the said R. S. Maynard as Super-
visor of said road district complains of the said Moses P. Rice
in a plea of the Case for that whereas on the first day of November
in the year of our Lord one thousand eight hundred and forty
four at the County aforesaid and in said road District the
Plaintiff as such Supervisor had prepared certain timbers
for a bridge across the Creek on a public road in said road district
yet the said Defendant not ignorant of the premises but malic-
iously intending and contriving to injure the Plaintiff in this
particular and against the public interest then and there Chop-
ped and destroyed a large amount of said timbers (to wit)
twenty Burr Oak Sticks whereby the same were rendered utterly useless
and unfit for the purposes of said Bridge to the damage of the
Plaintiff as Supervisor aforesaid twenty five dollars.
And whereas also before at the time of committing the grievance
herein after mentioned the said Plaintiff was Supervisor of
Roads and high ways in and for road district Number 2 (two)
in the township and County aforesaid and as such Supervisor
on the 1st day of November in the year last aforesaid at the
County and road district aforesaid had prepared a large amount
of timber for building and repairing a bridge across the Creek in
said district for the benefit of the public and as by law he was
bound to do yet the said Defendant not ignorant of the premises
but contriving and maliciously intending to injure the Plaintiff in
this particular and to deprive the public of the benefit of said timbers
then and there wilfully and maliciously Chopped and destroyed
a large amount of said timbers to wit twenty logs whereby the same
were rendered totally useless and unfit for building and repair-
ing said Bridge as aforesaid to the damage of the Plaintiff twenty
five dollars and whereas also heretofore to wit at & before the time
this Suit was originally brought and also at the time of committing the
grievance herein after mentioned the said Plaintiff was Supervisor
of roads and high ways in & for road district Number 2 (two) in the Town-
ship and County aforesaid and as such Supervisor in the discharge
of the duties of his said office had on the day and year last aforesaid
at the County &c aforesaid twenty Burr Oak logs for the purpose of
repairing & building a bridge across the Creek in said District yet
the said Defendant not ignorant of the premises but contriving and
maliciously intending injure the Plaintiff in this particular

✓
R + H Timberland
Survivors &c
W. S. Long & Co

AD 1845 this
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then and there unlawfully chopped and destroyed said timber
 whereby the same was rendered unfit and useless for the purpose aforesaid
 to the damage of the Plaintiff twenty five dollars and there
 upon he brings his suit. By S. B. Gale Brass Attorney and atty for D. P.
 And afterwards to wit on the 19th day of August 1845 this Cause was
 Continued, And afterwards to wit on the 28th day of October 1845
 the Defendant by Kern & Johnson his attorneys filed herein his Plea
 which reads in the words and figures following to wit. Mass. P. Rice
 v. Rufus S. Maynard as Supervisor of Road district No. 2 (two) in the
 Township of Union in the County of Union. In Case. And the said Mass.
 P. Rice comes and defends &c and says that he is no guilty of the said
 supposed Grievances laid to his Charge in manner and form as
 the said Rufus S. Maynard as Supervisor as aforesaid hath complai
 -ained against him and of this he puts himself upon the Country
 And the said Plaintiff doth the like By Kern & Johnson his attys
 And afterwards to wit on the 28th day of October 1845 this Cause
 was Continued. And afterwards to wit on the 15th day of April
 1846 this Cause was continued, and afterwards to wit on the
 28th day of July 1846 this Cause was continued. And afterwards
 to wit on the 14th day of October 1846. this day came the parties
 And thereupon came a Jury to wit. David Sterling E. P. Hathaway
 Josiah Westlake Jacob Bowser S. B. Hayes M. Wood. Ralan Lee Ralph
 Wherry Farnum Hemingway A. R. Downer Elias Johnson and John
 Marguis who being sworn to speak the truth to speak upon
 the issue joined between the parties upon their oaths do say
 that the said Mass. P. Rice is guilty in manner and as the said
 Rufus S. Maynard Supervisor hath complained against him and
 they assess the damage of the said Rufus S. Maynard Supervisor
 by reason of the premises to fifteen dollars therefore it is considered
 that the said Plaintiff recover of the defendant the said sum
 of fifteen dollars his damages aforesaid in form aforesaid
 assessed and also his Costs in this behalf expended taxed at
 \$ and afterwards to wit on the 17th day of October 1846 Motion
 for new trial by Defendants the motion for new trial being submitted
 to the Court by the parties the same after mature consideration is
 overruled and Judgment on the verdict.
 Attest John Cassil Clerk,

R + H Timberlake
 Survivors &c
 vs
 W. S. Long & wife

Pleas before his honor James S. Gilbert Esq. President James R. Smith
 Christian Myers and Levi Phelps his associates Judges at a Court
 of Common Pleas begun and held at the Court House in the town
 of Mansville within and for the County of Union and State of
 Ohio on the fourteenth day of October in the year of our Lord
 One thousand eight hundred and forty six.
 Be it remembered that heretofore to wit on the 16th day of April

1844 the Complainants by Gilbert Baldwin their attorneys filed herein their Bill in Chancery which said Bill reads in the words and figures following to wit. To the Court of Common Pleas of Union County Ohio in Chancery. Richard Timberlake and Henry Timberlake Citizens and residents of the State of Maryland Surviving Partners of Thomas Timberlake late partner trading under the firm of Thomas Timberlake and Brothers respectfully represent that on or about the sixteenth day of November A.D. 1841 one William Song and one William V. Song of said State of Maryland being indebted to your Orators in a large sum of money your Orators had sued out of the County Court of Alleghany County in said State of Maryland two writs of Capias ad respondendum by virtue of which the said William V. Song on the day and year last aforesaid was arrested and was in the custody of the Sheriff of said Alleghany County that the said William V. Song in lieu of special bail to the actions aforesaid proposed that he together with Sarah R. Song his wife would execute to your Orators a mortgage of a tract of land which he or they owned or professed to own in the State of Ohio and on the day and year last aforesaid the said William V. Song and wife did execute to your Orators a deed in fee simple of the following described lands in the State of Ohio to wit. one undivided moiety or half part of all that tract parcel or section of land lying and being in Union County in the State of Ohio distinguished and known as Survey Number Five thousand six hundred and forty six (5646) Beginning at two agantices and running thence North seven degrees East three hundred and twenty perches to two Hickories North eighty three degrees East two hundred and fifteen perches to a stake South seven degrees West three hundred and twenty perches to another stake and then by a straight line to the beginning containing five hundred and twenty five acres more or less together with all and singular the buildings improvements ways waters water courses rights privileges advantages and appurtenances there to belonging or in any wise appertaining to be held by your Orators as tenants in common and not as joint tenants which said conveyance was and is subject to the following defeasance that whereas the said parties of the second part had then recently sued out of the County Court of Alleghany County two writs in actions of debt against William Song and the said William V. Song returnable to the then next April term of said Court under which said writs the said William V. Song had been arrested by the Sheriff of Alleghany and had proposed in lieu of giving special bail to execute this deed aforesaid conditionally which proposition had been assented to by the said parties of the second part now therefore if the said parties of the second part should

attorneys
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thereafter recover Judgment in said two actions of Debt and if at any time
 thereafter within six months after the plaintiffs should have been entitled to
 sue out execution therefore the the said William Song should under
 the same circumstances that he would have done had he given bail
 make his personal appearance in Alleghany County aforesaid and
 show himself to the said plaintiffs or their attorney so as to have enabled them
 to have had his body taken under a Capias ad Satisfaciendum to have
 been issued on said judgment if the said plaintiffs or their att
 orney should have thought proper to cause the same to have been
 issued then and from then ce forth thence presents and every thing
 and matter therein contained should cease and be utterly null
 and void any thing therein to the contrary thereof in anywise
 not withstanding as in and by said conveyance a duly certified
 copy of which is herewith filed marked A and made part of this
 bill will manifestly appear your orators aver that in said suits such pro
 ceedings were had that afterwards to wit on the eleventh day of October AD
 1842 a judgment was rendered in one of said suits in favour of your
 orators and against the said William Song for the sum of Twenty one
 Hundred and five dollars and eighty six cents Debt and Five thousand dollars
 Damages to be discharged on the payment of the above named debt with inter
 est from the Twenty third day of March AD 1842 and costs six dollars and fifty
 one and two thirds cents as by a duly certified transcript filed and marked B
 and made part hereof will fully appear and your orators aver that the said
 William Song did not make his personal appearance in Alleghany County aforesaid
 and did not show himself to the said plaintiffs or their attorney and that they were en
 abled to have his body taken under a Capias ad Satisfaciendum to be issued on
 said judgment. By reason of which and by virtue of the Statute in such
 case made and provided, the title to said land became vested in your
 orators subject however to be defeated by the payment of the aforesaid
 said sum of Debt Damages interest and costs. Your orators aver that a large
 sum of money being thus due they have often since the rendition of said
 judgment applied to the said William Song for payment of the same but that
 he has neglected and refused and still neglects and refuses to pay the same
 or any part thereof your orators therefore pray your Honors that you
 will grant your most gracious writ of Subpoena or some other pro
 cess or direction by which the said William Song and Sarah R
 Song (whome they pray may be made parties defendants to this Bill)
 may be brought before this Honorable Court and that when before
 this Court an account may be taken and stated of the amount due
 to your orators for their Debt Damages interest and costs aforesaid
 and that the land aforesaid may be sold to pay the same and that
 your Honors will grant such other and further relief in the prem
 -ises as equity will warrant and the nature of their case may require
 Gilbert Baldwin atty for Compts. said exhibit marked A refer
 to in the foregoing bill and therewith filed reads in the words and
 figures following to wit William Song Dece Richard Timberlake

21

This indenture made this seventeenth day of November in the year of our Lord one thousand eight hundred and forty one between William Song of Allegany County in the State of Maryland and Sarah R. Song his wife of the one part and Richard Timberlake and Henry Timberlake Surviving partners of Thomas Timberlake Trading under the firm of Thomas Timberlake & Brothers of Bankley County in the State of Virginia of the other part witnesseth that the said parties of the first part have for and in consideration of the sum of one thousand dollars Current money of the United States to them in hand paid at and before the making and delivering of these presents the receipt of which they do hereby acknowledge given granted bargained and sold aliened enfeoffed released Conveyed and Confirmed and by these presents do give grant bargain and sell alien enfeoff release Convey and Confirm unto the said parties of the second part their heirs and assigns as tenants in Common and not as joint tenants or undivided moiety or half part of all that tract parcel or section of land lying and being in Union County in the State of Ohio distinguished and known as survey number five thousand six hundred and forty six (5646) beginning at two Sycamores and running thence north seven degrees east three hundred and twenty to two white oaks north eighty three degrees East two hundred and fifteen perches to a stake south seven degrees West three hundred and twenty perches to another stake and then by a straight line to the beginning containing four hundred and twenty five acres more or less together with all and singular the buildings improvements ways waters water courses rights meadows privileges advantages and appurtenances thereto belonging or in anywise appertaining and all the estate right title and interest trust property claim and demands whatsoever at law and in equity of them the said William Song and Sarah R. Song his wife of in and to the same to have and to hold the said above described premises with the appurtenances thereto belonging unto the said parties of the second part their heirs and assigns as tenants in Common and not as joint tenants to the proper use of the said parties of the second part their heirs and assigns forever provided always and it is the true intent and meaning of these presents and of the said parties hereunto that whereas the said parties of the second part have recently sued out of Allegany County Court two writs in actions of Debt against William Song and the said William Song returnable to the next April term of said Court under which said writs the said William Song was arrested by the Sheriff of Allegany County and proposed in lieu of giving Special Bail to execute this deed conditionally which proposition being assented to by the said parties of the second part now therefore if the said parties of the second part shall recover judgment in said two actions of Debt and if at any time within six months after the plaintiff shall be entitled to sue out execution therefore the said William Song

Court

in the year of
 one between
 Maryland and
 Timberlake
 Timberlake
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 ie William S Song
 Court

shall under the same circumstances that he would have done had
 he given bail make his provisional appearance in Allegany County
 aforesaid and show himself to the said plaintiffs or their attorney so
 as to enable them to have his body taken under a Capias ad satisfaciend
 um to be issued on said judgement if the said plaintiffs or their attorney
 shall thing proper to cause the same to be issued there and from thence
 fourth these presents and every matter and thing therein contained
 shall cease and be utterly null and void anything therein to the
 contrary thereof in any wise notwithstanding. In witness whereof
 the said William S Song and Sarah R Song have hereunto set their
 hands and affixed their seals on the day and year first above
 written (one line interlined on page 2) signed sealed and delivered
 in presents of Jonathan Rinehart - John Watts, W S Song and Sarah R Song
 State of Maryland Allegany County to wit:
 Be it remembered and it is hereby certified that on the seventeenth
 day of November in the year of our Lord one thousand eight hundred
 and forty one before the subscribers to Justices of the Peace of the State
 of Maryland in & for said Allegany County personally appe
 ared W S Song and Sarah R Song his wife they being known to us to be
 the persons who are named & described as & professing to be the parties
 to the foregoing deed or indenture and severally acknowledge the
 Indenture or instrument of writing to be their respective act & deed
 the said Sarah R Song having signed and sealed said Indenture
 before us out of the presents and hearing of her husband and
 the said Sarah R Song being by us examined out of the hearing and
 presence of her said husband and whether she doth execute and
 acknowledge the same freely and voluntarily and with out being in
 duiced to do so by fear or threat of or ill usage by her said husband
 or by fear of his displeasure declareth and saith that she doth in
 testimony whereof we hereunto subscribe our names on the day and
 year aforesaid Jonathan Rinehart & John Watts, Maryland
 Allegany County ss. J. Aza Beall Clerk of the Allegany County
 Court do hereby certify that Jonathan Rinehart and John Watts
 gentleman before whom the within and foregoing acknowledgement
 appears to have been made and who have thereto subscribed their
 names were at the time of so doing and still are Justices of the Peace
 of the said State in and for Allegany County duly commissioned and
 sworn In testimony whereof I hereunto subscribe my name and
 affix the seal of Allegany County Court this 14th day of November
 A.D. 1841. Aza Beall. Clerk of Allegany County Court. Filed for
 record Febr 23rd 1842 at 10 o'clock A.M. and recorded same hour
 P.B. Smith Recr. State of Ohio Union County ss. J. James Turner Rec
 order of Union County Ohio. Certify the foregoing to be a true copy
 from the records of Union County given under my hand and
 seal of Office this 5th day of December A.D. 1843. James Turner
 Recorder of Union County Ohio, said exhibit marked B in the foregoing

Bill and filed therewith reads in the words and figures following to wit.
State of Maryland Allegany County to wit.

At a County Court of the fifth Judicial district of the State of Maryland begun and held at the Court House in an part of the County aforesaid on the second Monday in October and tenth day of the same month in the year our Lord one thousand eight hundred and forty two, were present the Honorable John Buchanan Esquire Chief Judge John M. Carlston Esquire Sheriff, Aza Beall Clerk Among other were the following proceedings to wit.

Summes Henry Timberlake & Richard Timberlake } Be it remembered that heretofore
Surviving Partners of } the year of our Lord one thousand
Thomas Timberlake } eight hundred and forty one the
said Henry Timberlake & Richard
William S. Song } Timberlake surviving partners of
Thomas Timberlake trading under the firm & style of Thomas
Timberlake and Brothers by Samuel M. Summes Esquire their attorney
prosecuted and sued forth out of the County Court here, the writ
of the State of Maryland of Capias ad respondendum in the words
and of the tenor following to wit, Allegany County to wit.

Style of the Court & Term

83 trials

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Capias

The State of Maryland to the Sheriff of Allegany County Greeting we Command you that you take William S. Song & William Song Partners trading under the firm & style of W. S. William Song late of Allegany County German, if they shall be found in your bailiwicks, and them safely keep so that you have their bodies before the Judges of our next County Court to be held at the Court House in the town of Cumberland, in said County on the 3^d Monday of April next to answer unto Henry Timberlake & Richard Timberlake surviving partners of Thomas Timberlake trading under the firm and style of Thomas Timberlake Brothers in a plea that they render unto them the sum of twenty one hundred and five dollars and eighty six cents current money which to them they owe and from them unjustly detain and so forth hereof fail not at your peril and have you them and there this writ, witness the Honorable John Buchanan Chief Judge of the said Court the 1st day of October 1841 issued the 8 day of November 1841 Aza Beall Clk.

And the said Henry Timberlake & Richard Timberlake surviving partners as aforesaid trading as aforesaid by their said attorney at the time of prosecuting and suing forth the foregoing writ of Capias ad respondendum files in Court here a single Bill which is in the words and figures following to wit.

\$2105. ⁷⁰/₁₀₀ Eighteen months after date we promise and oblige our selves jointly severally and firmly our heirs and administrators to pay to Thomas Timberlake & Brothers or order twenty one hundred five dollars and eighty six cents for value received witness our hands and seals this 23^d day of September 1839. W. S. Song

single Bill

at which mentioned this Monday of April and eighteenth
 day of the same month in the year of our Lord one thousand eight hun-
 dred and forty two and the day of the return of the foregoing writ. Comes
 into the County Court here, the said Henry Timberlake & Richard Timberlake
 surviving partners aforesaid trading as aforesaid by their attorneys aforesaid and
 the Sheriff of Allegany County aforesaid to wit John M. Carleton gentleman
 to whom said aforesaid writ was in form aforesaid directed & who
 return thereof to the Court here thus endorsed to wit Capi William Song
 & M. William Song J. M. Carleton Sheriff. And the said William Song
 being called appears in Court here by Hanson B. Sigman his attorney. And thereupon
 the said William S. by his said attorney prays that the said Henry Timberlake &
 Richard Timberlake surviving partners as aforesaid trading as aforesaid may
 declare against him the said William S. in the plea aforesaid whereupon it
 is ruled by the Court here that the said Henry Timberlake & Richard Tim-
 berlake surviving partners aforesaid trading as aforesaid declare against
 the said William S. in the plea aforesaid and if the said Henry & Richard
 surviving partners aforesaid trading as aforesaid do not declare against
 the said William S. in the plea aforesaid Judgment will be rendered
 against them by default. And the said Henry & Richard surviving par-
 tners as aforesaid trading as aforesaid by their said attorney
 prays leave of the Court here to in parte until the second Monday
 of October next to declare against the said William S. in the plea
 aforesaid and they have it and the same day is given to the said
 William S. then &c. At which said second Monday of October being
 the tenth day of the said month in the year of our Lord one thousand eight
 hundred and forty two until which day the said Henry & Richard
 surviving partners as aforesaid trading as aforesaid had leave to
 in parte and then to declare against the said William S. in the
 plea aforesaid. Comes as well the said Henry & Richard sur-
 viving partners as aforesaid trading as aforesaid as the
 said William S. by their attorneys aforesaid and the Henry
 & Richard surviving partners as aforesaid trading as aforesaid
 by their said attorney declares against the said William S. in the
 plea aforesaid as follows that is to say Allegany County to wit
 William Song late of Allegany County German was summoned to an
 answer unto Henry Timberlake and Richard Timberlake surviving partners
 of Thomas Timberlake trading under the firm & style of Thomas Tim-
 berlake & Brothers of a plea that he renders to them the sum of twenty
 one hundred and five dollars and eighty six cents which to them he
 owes and from them he unjustly detains. And whereupon the said
 plaintiffs by Samuel M. Semmes their attorney complain that where-
 as the said defendant and a certain William Song late of said
 County German (which said William Song on the writ of the State
 of Maryland of Capias ad respondendum issued out of the Court
 at the suit of the plaintiff and to the Sheriff of said Allegany
 County directed was returned by the said Sheriff that he was

The said William Song late of Allegany County German

ures following to wit.
 State of Maryland
 County of
 the day of the
 eight hundred
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 partners of
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 1839. W. Song (Seal)

not to be found within the bailiwick of the said Sheriff) on the twenty third day of September in the year Eighteen hundred and thirty nine at the County aforesaid by their certain writing obligation sealed with their seals and to the Court here shewen the date whereof is the day and year aforesaid did promise to pay to the said Plaintiffs and a certain Thomas Timberlake who is since deceased & whose the said Plaintiffs have survived by the name of Thomas Timberlake & Brothers twenty one hundred and five dollars and eighty six cents for value received eighteen months after the date thereof Nevertheless the said Defendant although often requested hath not paid to the said Plaintiffs and to the said Thomas Timberlake in the lifetime of the said Thomas nor to the said Plaintiffs since the death of the said Thomas the said sum of money above demanded as any part thereof but so to do hath hitherto wholly refused and still doth refuse to the damage of the said Plaintiffs to the value of five thousand dollars and thereupon they bring Suit & Samuel M. Semmes Attorney for Plaintiffs.

And the said William S. by his Attorney aforesaid defends the force and injury when & and saith that he cannot gainsay the action aforesaid of the said Henry & Richard Surviving partners as aforesaid trading as aforesaid nor can he deny but that he owes unto the said Henry & Richard Surviving partners as aforesaid trading as aforesaid the aforesaid sum of twenty one hundred and five dollars and eighty six cents in manner and form as the said Henry & Richard Surviving partners as aforesaid trading as aforesaid above against him have complained therefore it is considered by the Court here that the said Henry & Richard Surviving partners as aforesaid trading as aforesaid recover against the said William S. as well the sum of twenty one hundred and five dollars and eighty six cents their debt aforesaid in form aforesaid acknowledge as the sum of five thousand for their damages which they have sustained as well by occasion of the detention of the said debt as for their costs and charges by them about their suit in this behalf expended adjudged unto the said Henry & Richard Surviving partners as aforesaid trading as aforesaid by the Court here, with their assent and the said William S. in mercy &c. Memorandum Judgment was confessed in this action on the 11th day of October in the year of our Lord one thousand eight hundred and forty two for twenty one hundred and five dollars and eighty six cents debt and five thousand and dollars damages and costs the Plaintiffs agree that the damages shall be released on the payment of the debt with interest from the twenty third day of March 1841 and costs six dollars forty one and two third cents. Test Aza Beall Clerk.

Allegany County So I hereby certify that the foregoing is a true copy taken from the records of proceedings of the

Notice

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County Court of Allegany In testimony whereof to this exemplification
 I herunto set my hand and the seal of the County aforesaid this
 18th day of December in the year one thousand eight hundred
 forty two Aza Beall Clerk of Allegany County Court M.D.
 State of Maryland W. J. John Buchanan Chief Judge of the fifth
 Judicial District of the State of Maryland Composed of the Counties of
 Frederick Washington and Allegany do Certify that Aza Beall is
 the Clerk of the Court of Allegany County aforesaid and that the fore-
 going attestation by him is in due form and by the proper officer given
 under my hand and seal this sixth day of January in the year 1844.
 Seal of Recorder \$3.00 In Buchanan
 Maryland Allegany County W. J. Aza Beall Clerk of Allegany
 County Court in the State of Maryland hereby certify that the
 Honorable John Buchanan who appears to have signed the aforesaid
 going Certificate was at the time of signing the same and still is
 Chief Judge of the fifth Judicial District of the State of Maryland
 Composed of the Counties of Frederick Washington & Allegany
 duly Commissioned and qualified and to all his acts as
 such full faith and credit is due and ought to be given
 In testimony whereof I herunto set my hand and affix the
 18th day of January in the year of our Lord one thousand eight hundred and
 forty four Aza Beall Clerk. And afterwards to wit
 on the 1st day of October 1844 the Complainants by Bush & Gilbert
 their attorneys filed herein Proof of Publication of the perency of
 the petition which Proof reads in the words and figures following
 to wit State of Ohio W. Union County Court of Common Pleas Richard
 & Henry Timberlake vs William Long & Sarah R. his wife in Chancery
 The above named respondents who are citizens and residents of the
 State of Maryland will take notice that a bill has been filed
 against them in the above named Court the object and prayer
 of which is that about the 15th day of March 1841 the said respondents
 executed to the Complainant a mortgage on the undivided half
 of four hundred and twenty five acres of land part of Virginia Mill
 Mary Survey No 5646 in the County of Union and State of Ohio and
 it is averred that whereas the said W. Long was then arrested at the
 suit of the Complainant in two cases that in case they should
 recover Judgement he should show himself so that his body might
 be taken in satisfaction which condition is forfeited and in pro-
 viding a sale of said lands to satisfy the debt of Complainant the
 above respondents are hereby notified that unless they appear
 and plead answer or demurrer to said bill within sixty days
 after the next term of said Court that at the term of next
 succeeding said sixty days the Complainant will apply
 to Court to take the allegations of said bill as confessed
 and to decree thereon accordingly Bush & Gilbert Solicitors

Notice

for Complainants, State of Ohio Union County Et. personally
 appeared John Cassil who being duly sworn saith that
 the annexed notice of Richard & Henry Simberlake vs
 William S Long wife, was published in the Union Gazette
 and the Argus a newspaper printed and in general cir-
 -culation in said County of Union Et. consecutive weeks
 from the 20th of April to the 1st day of June A.D. 1844 inclusive
 John Cassil, Sworn to and subscribed this 1st day of October
 A.D. 1844 James Turner J.P. And afterwards to wit on the
 1st day of October 1844 this day came the Complainants and
 proved publication of notice in this case and this cause is
 continued. And afterwards to wit on the 28th day of May 1845
 this cause was continued under former Order of Publication
 And afterwards to wit on the 19th day of August 1845 this
 Cause was continued. And afterwards to wit on the 29th
 day of October 1845. This day this Cause came on to be
 heard upon the Bill Testimony and Exhibits and the Def-
 -endants still failing to appear plead answer or demurr
 it is ordered that the Bill and the matters therein contained
 be taken as confessed and the Court having seen and read the
 bill testimony and Exhibits and maturely considering the
 premises are of opinion that the Law and equity of the case
 are with the Complainants and the Court do find that
 there is now due from said Defendants William S Long to
 said Complainants upon the judgment in the bill mentioned
 the sum of Two thousand Five hundred and sixty four dollars
 & 96 cents. It is therefore ordered adjudged and decreed that said
 Defendants W^m S Long do within thirty days pay to the said Comp-
 -laintants the said sum of \$2564.96. So found due and in default
 thereof that the Sheriff of this County a Special Master appointed
 for that purpose do proceed to sell the land and tenements
 in said bill mentioned and described in the same manner as
 upon judgments and executions at Law and that he return his
 proceedings to the next term of this Court to which time this Cause
 is continued. The said order having been certified to the said Sheriff
 as Special Master, under the seal of said Court, was returned on the 15th
 day of April 1846, endorsed as follows to wit: Received this writ Nov
 25th A.D. 1845, and according to the Command of the within writ I had said
 mortgaged real estate appraised on the third day of March A.D. 1846 by
 the oaths of John Cassil James J. Wells & John Winegar at two dollars & 25-
 cents per acre and advertised the same in the Eagle a paper publish-
 -ed and in general circulation in Union County for sale on the 13th
 day of April 1846 at the door of the Court House in said County between
 the hours of 10 o'clock A.M. and 4 o'clock P.M. for more than 30 days
 previous to said 13th day of April 1846 and filed a certified Copy of the
 appraisement in the clerk's office as the law requires April 13th

Deceit

30 days

Lamer

AD 1846. offered the within described real estate for sale not sold for want of bidders. Wm Robinson Sheriff. And afterwards to wit on the 14th day of April 1846. this Cause was continued under former order. And afterwards to wit on the 29th day of July 1846. this day came the complainant by Gilbert & Baldwin their Counsel and on motion the decree hereinbefore entered ordering a sale a sale is set aside so far as said order of sale is concerned. It is ordered that this Cause stand refered to Wm Robinson Esq Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose who is ordered to proceed to sell the premises in the Bill referred to to wit: the undivided half of Four hundred and twenty five acres of Land Virginia Military Survey No 5846. in Conformity with the Statute regulating Judgments and Executions at Law and in Conformity with the appraisement hereinbefore made and return of his proceedings make to the next Term of this Court to which time this Cause is continued. The said order having been certified to the said Sheriff as Special Master Commissioner under the seal of said Court was returned on the 15th day of Oct. 1846. endorsed as follows to wit: Received this Order August 15th 1846. advertised the within described real estate (more particularly described in the Bill) in the Argus a newspaper published and in general circulation in Union County for sale at the door of the Court House in said County on the 14th day of Oct. AD 1846. Between the Hours of 10 o'clock A M & 4 o'clock P M having had the same appraised on a previous order - and at the time and place last aforesaid. I offered the said premises at public outcry to the highest bidder therefor and Richard and Henry Timberlake Complainants having bid for said 212 acres the sum of one Dollar fifty cents per acre and that being a sum equal to two thirds the appraised value thereof and being the highest and best bid I knocked down to them the said land and hereby return them as purchasers thereof - Oct 14th 1846. Wm Robinson Sheriff of Union County this. And afterwards to wit on the 14th day of October 1846. this day came William M Robinson Esq Sheriff and Special Master Commissioner hereinbefore appointed and filed herein his report shewing a sale of the premises in the Bill described to Richard and Henry Timberlake the Complainants and the Court having inspected said proceedings and sale and finding the same in all respects legal and correct do confirm the same and direct the said Master to make a deed to the purchasers. It is further ordered that out of the monies so made as aforesaid the said Master pay the Costs in this Case and that the balance be paid over to Complainants to be credited on the decree herein before entered in favor of the Complainants against said Song. - It is further ordered that Complainants have execution for the balance of their said decree as in Cases at Law.

Attest John Cassil Clerk

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John Reed 3^d
 Administrator
 vs
 Jane Parkinson et. als.

Pleas before his Honor James S. Torbert Esq. President James R. Smith Christian Myers and Levi Phelps his associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio, on the fourteenth day of October in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit on the 3^d day of July 1843. John Reed 3^d by W. C. Saurance his Solicitor filed herein his petition in Chancery, which said petition reads in the words and figures following to wit To the honorable the Judges of the Court of Common Pleas in and for the County of Union, John Reed 3^d Administrator of the estate of W. Parkinson late of this County Dec^d would respectfully represent that the personal estate of said deceased amount to \$139.87 $\frac{1}{2}$ and the liabilities of said estate amount to 367.39 exclusive of the Costs of Administration, that there is no means of paying the same in the hands of the said Admin^r to defray said debts without the sale of real estate that the said Parkinson Dec^d seized in fee of the following described realty lying in said County to wit the undivided one half of the following, Beginning at the north of the Saw mill tail race thence S 40 W 18 poles N 72 W 8 poles thence N 22 E 1 pole thence N 73 W 2 poles and one link 17 W 1 pole thence N 73 W 2 poles and one link thence N 22 E 2 poles thence N 73 W 4 poles and two links thence N 71 W 16 poles thence N 45 W 8 poles and $\frac{1}{2}$ thence S 17. 8 poles thence N 87. W 126 poles thence N 53. E 6 poles to the bank of the Creek thence with the meanders of the Creek to the lower end of high bank of the Creek so called thence down with the N side of the mill race to the S. E. corner of the Tanzana lot thence N 22 E. 24 poles to a thorn bush on the bank of the Creek thence down with the meanders of the Creek to the beginning containing about 9 acres except a part of the same heretofore sold by said Parkinson to, Jane Parkinson is widow to said Dec^d and entitled to dower and Mary R. George R. and John Parkinson his heirs and next in succession all infants and of this County and whose your petitioner prays may be made defendants, and that on final hearing hearing your honors would order a sale of said premises with the privileges and appurtenances and further relief W. C. Saurance Sol for John Reed 3^d. I hereby certify that the by the appraisement and invoice of W. Parkinson's estate the personal estate amounts to to \$139.87 $\frac{1}{2}$ John Cassil Clerk Com Pleas, and afterwards to wit on the 3^d day of July A D 1843 the following writ of Subpoena was issued viz. The State of Ohio Union County W. to the Sheriff of the County of Union Greeting; we command you that you summon Jane Parkinson Mary R. Parkinson George R. Parkinson and John Parkinson to appear before the Judges of our Court of Common Pleas at the Court House on the first day of our term next ensuing

to answer a Bill in Chancery, exhibited against them by John Reed 3^d and this they shall in no wise omit, under the penalty of one thousand Dollars and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House this 3^d day of July A.D. 1843. J.S. John Cassil Clerk of Court, Pleas. And afterwards to wit on the 4th day of July A.D. 1843. The said Sheriff made return of said writ endorsed as follows to wit, served by certifice copies July 4th 1843 Wm. Steele Sheriff. And afterwards to wit. R.D. Reed Guardian for said minors filed herein his answer which said answer reads in the words and figures following to wit. To the honorable the Judges of the Court of Common Pleas in Chancery sitting, Mary P. Parkinson George R. Parkinson and John Parkinson being made defendants to a petition for the sale of the real estate of Wm. Parkinson dec'd admit that the condition of the estate of said Wm. Parkinson dec'd requires the sale of the real estate in said petition mentioned or such part as is yet undisposed of which remaining part is correctly and fully described in the Surveyors Plat which is herewith filed and made part of this Answer. That the said sale of the aforesaid real estate is necessary for the payment of the debts of said estate and also in consequence of the decaying condition of said property and as in Duty bound &c. R.D. Reed guardian for said minors.



And afterwards to wit, on the 19th day of October A.D. 1843. An motion to the Court by Wm. Lawrence Counsel for petitioner ordered that R.D. Reed be appointed Guardian ad litem for the minor heirs Defendants in this case who thereupon appeared in open Court, and accepted said appointment and this cause is continued. And afterwards to wit on the 16th day of April A.D. 1844, this cause was continued. And afterwards to wit on the 1st day of October A.D. 1844 this cause was continued. And afterwards to wit on the 28th day of May A.D. 1845 this cause was continued. And afterwards to wit, on the 19th day of August A.D. 1845 this cause was continued. And afterwards to wit on the 29th day of October A.D. 1845 this cause was continued. And afterwards to wit on the 3rd day of April A.D. 1846. An motion to the Court it is ordered that David Burnham Wilson Reed and Alexander Smith three judicious disinterested men of the vicinity first being duly sworn proceed to set off & assign by metes and bounds an equal third part of the premises in said petition described to the said Jane Parkinson widow of said William Parkinson deceased, as her dower herein, if the same cannot be assigned by metes and bounds that then they assign to her specially an equal third part of the rents & profits of said premises annually

arising therefrom and that they appraise the value of said premises subject to the said dower so assigned & make return of their proceedings herein forthwith to this Court, And afterwards to wit on the 29th day of July A.D. 1846. An motion to the Court by W.C. Lawrence Counsel for the petitioner ordered that the order of appraisement herein at the last term of this Court to set aside to which there has been no return and it is further ordered by the Court that David Burnham Alexander Smith and Wilson Reed three judicious and disinterested freeholders of the vicinity after having been first duly sworn set off to the said Jane Parkinson her dower in the premises of an equal third part as said premises are more specifically described in the Answer of R.D. Reed the guardian of the infant defendants by metes and bounds if the same can be done without material injury to the tenancy if not then that they assign her special one equal third part of the rents and profits arising from the premises and that they make return to this Court of just value of said real estate subject to said dower right forthwith.

July 14th 1846. Surveyed for the heirs of William Parkinson & Standish Colver a lot of land on which their mill now stands being known by the name of Mill lot joining the town of Milford in Union County Ohio. As follows beginning at the N.E. corner to a lot owned by Burnham & Middle on which their store house now stands from their running with these and other lots gives by the angle N 71³⁵ W 7¹/₂ poles then N 22 E 1 pole then N 71³⁵ W 2 poles & links then S 17 W 1 pole then N 71³⁵ W 2 poles & links then N 22 E 2 poles then N 71³⁵ W 4 poles then N 18³⁵ E 3 poles to the bank of the race then up the race N 69³⁵ W 16 poles then N 73³⁵ W 60¹/₂ poles then N 72³⁵ W 17 poles to a stake within 2 Hickories then S 50 W 20 poles then N 83 W 83 to the west line of the Survey then with said line N 56 E 6 poles to the bank of the Creek above the mouth of the race then down the Creek with the meanders thereof N 75³⁵ E 20 poles to the lower side of the claim then N 65 E 30 poles then S 57 E 36 poles then N 70 E 20 to a stake on the N Bank of the race opposite to Hickories on the South side then down the race on the North side to the S.E. corner of a lot owned by Wm. Rose then with his line N 23³⁵ E 20 poles to the Centre of the old channel of the Creek then down said Channel S 54 E 16 poles then N 48 E 11 poles to a further stream then S 50 E 20 poles then S 32 W 15 poles to a stone in the Cent lot of the sawmill race then S 40 W 12 poles to the beginning containing 17¹/₂ acres all of which will appear on the annexed plat William B. Erwin City Surveyor W.C. Ohio. And afterwards to wit on the 31st day of July A.D. 1846. the said Commissioners made their return in the words and figures following to wit. We the undersigned being duly appointed and called upon & after being duly sworn according to law did proceed and did appraise one equal & undivided half of the mill property known as the property of Standish Colver & W. Parkinson deceased to be worth eight hundred & fifty dollars as said property will not admit of dower by metes and bounds without materially injuring the value of said property and we also appraise

This document has been reviewed by me on page 29

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The annual income of the above described one third of one equal undi-
 vided half, being the widows dower to be worth Nineteen Dollars and
 eighty one cents fees charged by the appraisors \$150. Wilson Reed Adm
 Under Smith David Burnham. Sworn to and subscribed before
 me this 31st day of July 1846. Andrew Reyes J.P. Reed
 And afterwards to wit on the 30th Day of July AD 1846. On motion to the Court
 by M.C. Sarance for the petitioner and upon producing the report of
 Alexander Smith David Burnham & Wilson Reed made a former order
 of this Court it is ordered that the petitioner proceed to sell the premises
 and real estate in the application described subject to the Own interest
 of the said Jane Parkinson to wit nineteen dollars and eighty one cents
 yearly and every year during her natural life and the purchase money
 upon the following terms to wit, one third Cash in hand and the
 remaining two thirds in two equal annual payments thereafter
 with interest from the sale to be secured to the satisfaction of the
 Administrator and it is further ordered that the said John Reed 3^d
 make return of his proceedings herein to the next term of this
 Court. Continued. And afterwards to wit on the 1st day of October
 AD 1846 the said Administrator made his return in the words and figures
 following to wit, John Reed 3^d Adm^r of the estate of Mrs Parkinson Dec^d as
 Jane Parkinson. Union Common Pleas. Petition to sell land, In pursuance
 of an Order of Sale in the above case I proceeded to advertised as
 the law directs a copy of which is filed and herewith annexed
 marked A. and sold the same on the 19th day of Sept 1846. to J.H. Elwell
 he being the highest bidder for the sum of Eight hundred Dollars
 given under my hand this 14th day of October 1846. John Reed 3^d Adv^r
 And afterwards to wit on the 17th day of October AD 1846. On motion to the Court
 by Mr Cole Counsel for the petitioner and upon producing the
 return of the proceedings and sale made by the said petitioner as
 hereinbefore ordered and the Court having examined the same
 and being satisfied that said sale has in all respects been legally made
 It is ordered that the same be and is approved and confirmed and
 that the said petitioner execute and deliver to said purchaser
 a deed in fee simple for the real estate so by him sold as aforesaid
 Attest John Cassil Clerk,

Joseph Mayo
 as
 P.M. Kerr

pleas before his Honor James S. Torbert Esq. President James R
 Smith Christian Myers and Levi Phelps his associates Judges
 at a Court of Common Pleas begun and held at the Court
 House in the town of Marysville within and for the County of
 Union and State of Ohio. on the fourth day of May in the
 year of our Lord one thousand eight hundred and forty
 seven. Be it remembered that heretofore to wit. on the
 28th day of July AD 1846 Joseph Mayo by 12 Thomas his Solicitor
 filed herein his application which reads in the words and

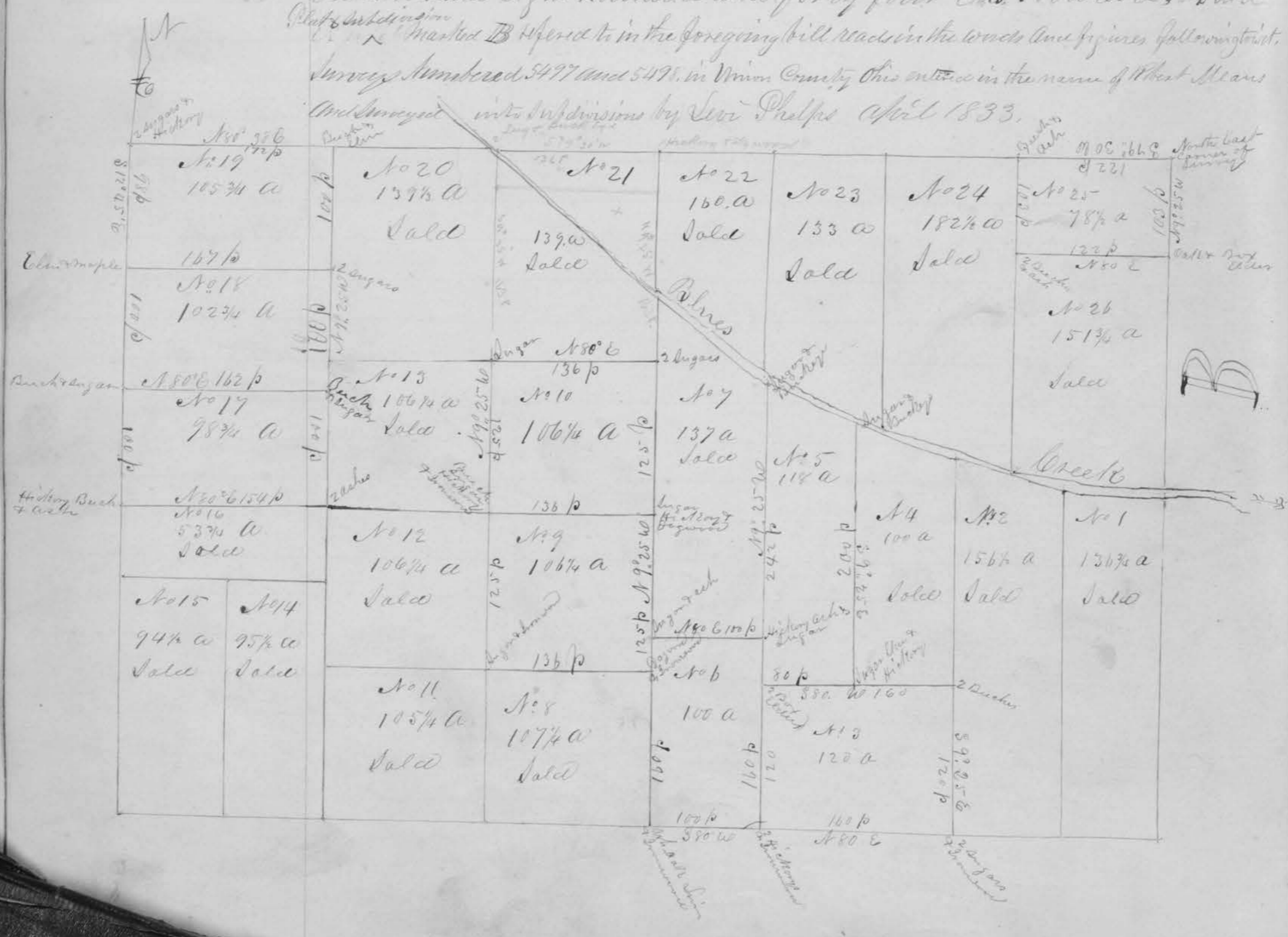
figures following to wit. In the Honorable Court of Common Pleas
 within and for the County of Union and State of Ohio. Your petitioner
 Joseph Mays of the City of Richmond and State of Virginia repres-
 ents that on or about the 21st day of January AD 1841. he was duly appo-
 inted according to the Laws of the State of Virginia by the Hastings
 Court of the City of Richmond in said State of Virginia. who had
 full power and jurisdiction to make such appointment a Comm-
 ittee of Robert M. Kerr. who was after full examination by that Court adjudged
 to be a Lunatic. and of Insane mind. that the said Court conferred upon your
 petitioner full power to take charge of and manage the estate of the said Robert
 M. Kerr. and that your petitioner gave bond with ample security in the sum of
 \$20,000 to the said Hastings Court. Conditioned for the faithful charge and
 management of the said Robert M. Kerr's estate. (all of which will more fully
 appear by reference to Exhibit A herewith filed and made a part of this
 application) your petitioner further represents that the said Robert M.
 Kerr is still of Insane mind, and is now in the Lunatic Asylum in Virginia
 and that there is very little prospect of his ever regaining his right mind.
 Your petitioner further represents that the said Robert M. Kerr is the
 owner of the following described real estate which is wild land and
 entirely unproductive, to wit. Lot No. 95 of 78 $\frac{1}{2}$ acres Lot No. 14 of 106 $\frac{1}{4}$ acres
 Lot No. 7 of 106 $\frac{1}{4}$ acres Lot No. 6 of 100 acres Lot No. 19 of 105 $\frac{3}{4}$ acres Lot No. 18 of 102 $\frac{3}{4}$
 acres Lot No. 17 of 98 $\frac{3}{4}$ acres Lot No. 5 of 118 acres Lot No. 3 of 120 acres lying
 and being in Survey Number five thousand four hundred and ninety
 seven (5497) and five thousand four hundred and ninety eight (5498)
 entered in the name of Robert Means in Union County Ohio, as will more
 fully appear by reference to the plat and subdivision of the same herewith
 filed and marked B. also Lot No. 3 of 194 acres Lot No. 4 of 157 acres and
 Lot No. 5 of 141 acres in Survey Number three thousand six hundred and
 ninety six (3696) entered in the name of Falvey Frazier in Union County
 Ohio, as will more fully appear by reference to the plat and sub-
 division of the same herewith filed and marked C. also Lot No. 4 of 100
 acres and Lot No. 5 of 100 acres in Survey Number five thousand five hundred
 and three (5503) entered in the name of Robert Means in Union County Ohio
 as will more fully appear by reference to the plat and subdivision here-
 with filed and marked D. also that part of Survey Numbered 5778.
 5641. 5806. & 6495. entered in the name of Robert Means in Union County
 Ohio, bounded as follows to wit. Beginning at a Hickory and ash North-
 west corner to the original survey. thence with a line of said original
 Survey S 71° W. 272 poles to a hickory and ash corner to the said original Survey
 thence S 83° E. 373 poles to two Beeches and a hickory thence N 7° E 272 poles to two
 black ashes in the north line of said original Survey. thence with said
 North line N 83° W. 372 poles to the Beginning containing six hundred
 and thirty two (632) acres of land a plat of which is herewith
 filed and marked E. also Lot No. 6 of 57 acres and Lot No. 5 of 30
 acres in Survey Number five thousand six hundred and
 thirty seven (5637) entered in the name of Robert Means

Common Pleas
 Your petitioner
 Virginia repres
 was duly appro
 by the Hastings
 ia. who had
 sent a Comm
 Court Adjudged
 upon your
 the said Robert
 in the sum of
 charge and
 more fully
 a part of this
 ce Robert M.
 been in Virginia
 is right mind,
 Kerr is the
 a land and
 of 106 3/4 acres
 lot No 18 of 102 3/4
 acres lying
 and vicinity
 right (5498)
 as will more
 the same herewith
 37 acres and
 hundred and
 in Union County
 at and sub
 lot No 4 of 100
 five hundred
 in County this
 subdivision here
 numbered 5775.
 Union County
 e ash North
 said original
 original survey
 272 poles to two
 with said
 six hundred
 is herewith
 lot No 5 of 30
 and
 at Me ans

lying in Madison County Ohio also that part of said survey which rema
 ins if any after deducting the interference of the aforesaid survey
 No 553. and will more fully appear by reference to the plat and sub
 division of the same herewith filed and marked E. Also Survey
 Number ten thousand and twenty (10021) entered in the name of
 Robert Means for 1000 acres lying and being in the Virginia Military
 District in the County of Hardin Ohio, and also Survey Number ten thousand
 and nineteen (10019) entered in the name of Robert Means for 1000 acres also
 lying and being in the Virginia Military District in the County of Hardin
 Ohio, all of which has remained unsold by the said Robert M. Kerr since
 the period of his insanity which occurred and has continued since
 the year 1837 or 1838. Your petitioner further represents that the taxes on the
 aforesaid lands since the year 1835 has amounted to the enormous sum
 of \$1418.27 to which has been paid out of the estate of the said Robert M.
 Kerr. and that the said lands have yielded nothing whatever since that
 time but have been a drain upon and a source of great expense to the
 estate of the said Robert M. Kerr and your petitioner would further
 represent that of late years the taxes have become so enormously high
 that he finds it impossible to pay them and to support the said
 Robert M. Kerr, in his application and that unless your Honors
 will afford some relief in the premises that the said lands will
 probably have to be sold for the payment of his taxes due thereon
 in consequence of the inability of your petitioner to pay the same
 your petitioner therefore prays your honorable Court that he may
 be allowed to take charge of the aforesaid lands and that he
 may be authorized and empowered to sell and convey the
 same upon such terms and conditions as he may deem proper
 and to the best advantage for the estate of the said Sumner and
 in accordance with the Statute in such cases made and provi
 ded. and your petitioner will ever pray &c. Joseph Mayo
 By R. Thomas Sol for Applicant, said Exhibit marked A
 referred to in the foregoing bill and filed therewith reads in the
 words and figures following to wit: At a Court of Hastings held for the
 City of Richmond, at the Court house on the 21st day of January one
 thousand eight hundred and forty one, Joseph Mayo was this
 day appointed by the Court - Committee of the estate of Robert M. Kerr
 of this City, a person of unsound mind, and thereupon the said
 Joseph Mayo entered into and acknowledged a bond in the penal
 ty of thirty thousand Dollars conditioned according to said with John
 Goddin H. C. Mcnemara and Robert H. Cabell, Securities thereto the
 said John Goddin having justified on oath as to his being worth the sum
 of \$15,000. after payment of all his just debts and the said H. C. Mcnemara
 having made solemn affirmation that his estate after the payment of
 all his just debts, is worth the sum of \$15,000. Know all men by these
 presents that we Joseph Mayo John Goddin H. C. Mcnemara and
 Robert H. Cabell, are held and firmly bound unto William Lambert

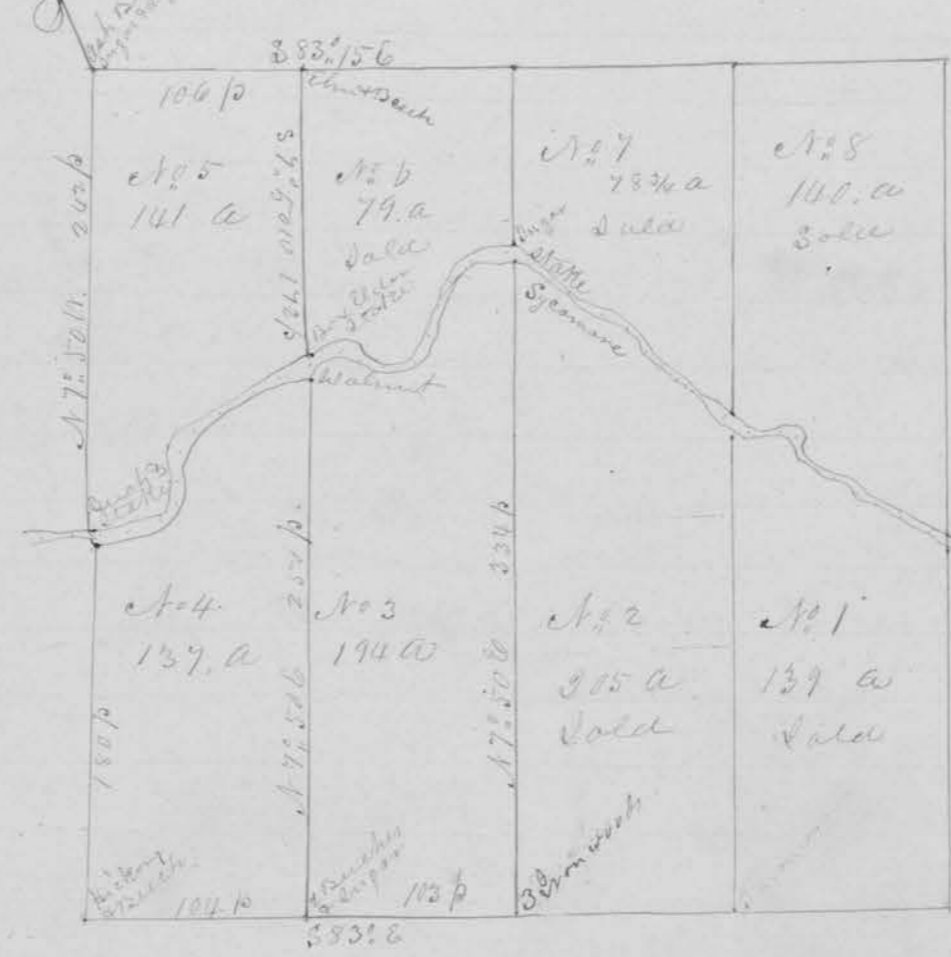
Francis Wicker Edmund Bailey Thomas Cowles and James Evans
 gentlemen Justices of the Court of Hustings of the City of Richmond,
 now sitting, in the just and full sum of thirty thousand dollars; to the
 payment whereof well and truly to be made to the said Justices and
 their Successors we bind ourselves and each of us our heirs and each of our
 heirs executors and administrators jointly and severally firmly by
 these presents sealed with our seals. And date this 21st day of January in
 the year one thousand eight hundred and forty one in the 55th year of our
 foundation. The Condition of the above obligation is such that whereas the
 above bound Joseph Mayo hath been by the Court of Hustings of the
 City of Richmond, appointed a Committee to take care of and manage
 the estate of Robert Allen a person of unsound mind. If therefore the said Joseph
 Mayo do and shall well and truly perform the trust reposed in him
 as Committee aforesaid according to law, then this obligation to be void.
 otherwise otherwise to remain in full force and virtue. Joseph Mayo Seal
 Signed sealed and delivered in presence of
 John Goddard Seal
 H. C. M'Nimara Seal
 Robert H. Cabell Seal
 The Court, Chas Howard Clerk

State of Virginia, City of Richmond to wit, J. Charles Howard
 clerk of the Court of Hustings for the said City, hereby certify that the foregoing
 are true Copies from the records of the said Court of Hustings. In
 testimony whereof I have hereunto set my hand and affixed the Seal
 of the said Court of Hustings, this twenty first day of May
 one thousand eight hundred and forty four Chas. Howard, said
 Clerk of the Court of Hustings. This entry is in the name of Robert Allen
 survey numbered 5477 and 5478 in Union County this entry is the name of Robert Allen
 and surveyed into subdivisions by Levi Phelps April 1833.



James Evans
of Richmond,
dollars; to the
justices and
each of our
firmly by
of January in
year of our
whereas the
things of the
of and manage
said Joseph
said in said
gation to be void.
Joseph Mays, Esq.
John Godden, Esq.
C. McManama, Esq.
H. Cabell, Esq.
Charles Howard
that the foregoing
things. In
Witness the Seal
day of May
ward, said
figures following to wit:

Said Plat and Subdivision marked C. referred to in the foregoing bill and filed therewith reads in the words and figures following to wit: Survey No. 3696 in Union County Ohio Entered in the name of



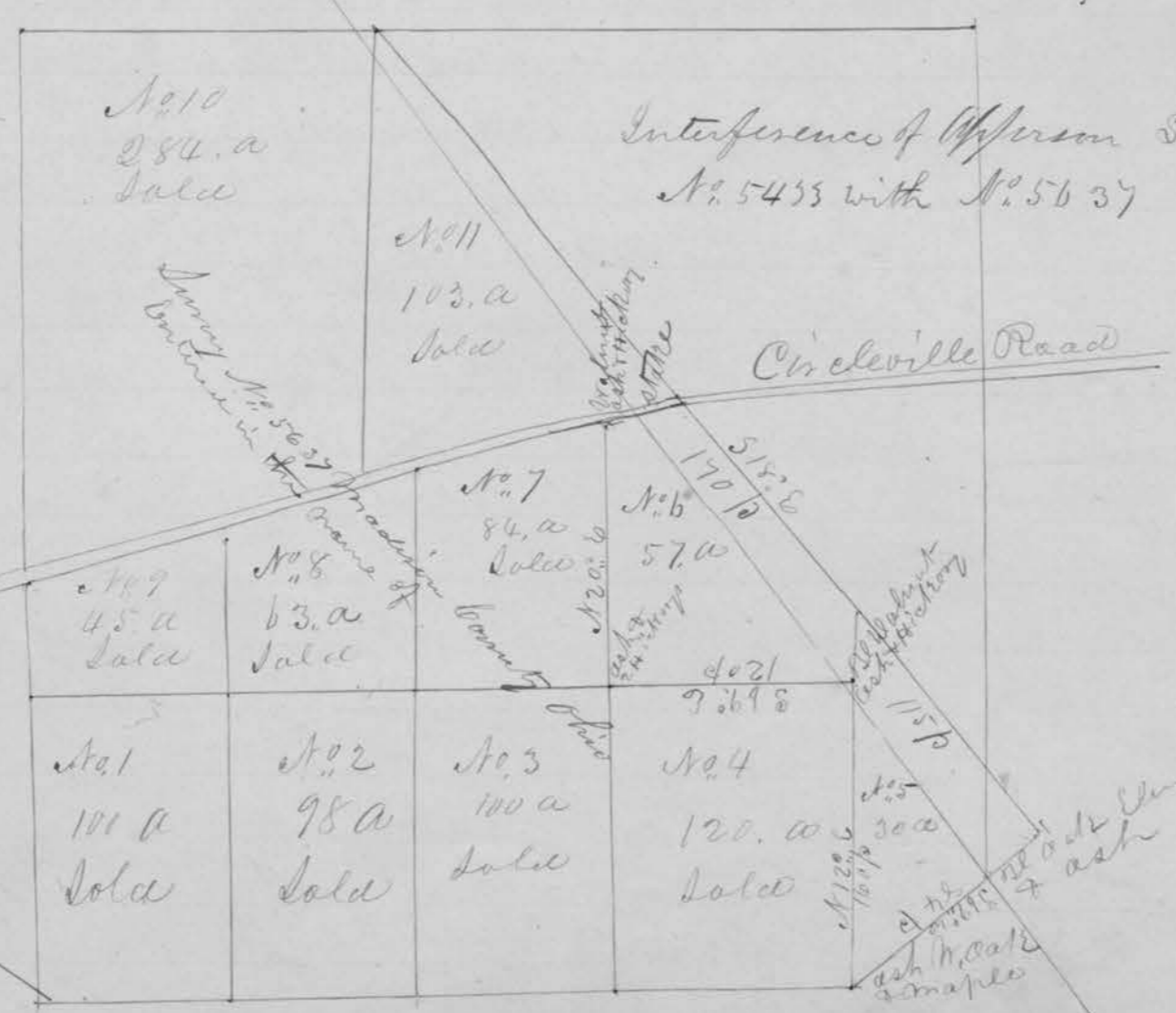
Said Plat and Subdivision marked D. referred to in the foregoing bill and filed therewith reads in the words and figures following to wit: Survey No. 5513

in Union County Ohio Entered in the name of

D



Said Plat and Subdivision marked F referred to in the foregoing bill and filed therewith reads in the words and figures following to wit:



F

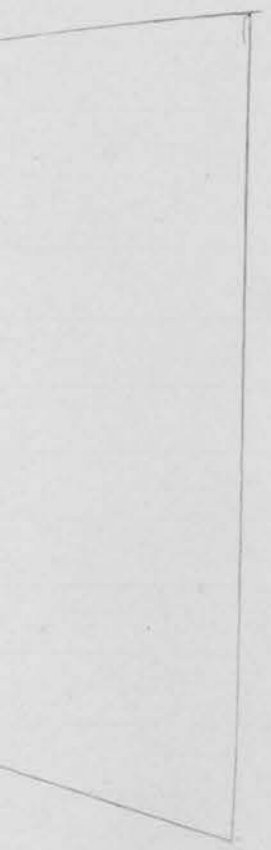
1221
1221
78 1/2 a
122 p
No. 2
No. 2
51 1/2 a
Said

Said Plat marked E referred to in the foregoing bill and filed
there with reads in the words and figures following to wit,



And afterwards to wit on the 29 day of July AD 1847 this cause came
on to be heard upon the Application of the said Joseph Mayo Exhibits
and testimony and the Court having heard and examined the same
do find, that the said Robert M. Kerr, is a resident of the City of Richm
and in the State of Virginia, that he is the owner of the real Estate in
the Application mentioned, and in this decree described, that he
was by the Hustings Court of the said City of Richmond, adjudged,
to be an insane person and of an unsound mind according to the
Laws of the said State of Virginia, and that the said Joseph Mayo
was appointed according to the laws of the said State of Virginia by
the said Hustings Court of said City of Richmond a Committee to
take Charge of and manage the estate of the said Robert M. Kerr, and
the said Joseph Mayo, having presented to the Court an authenticated
transcript of such judgment or Commission of insanity, and of
his appointment as such Committee to take Charge of and
manage the estate of the said Robert M. Kerr, and the Court being
satisfied that the insanity of the said Robert M. Kerr, still continues,
and that the said Joseph Mayo, is the same person mentioned in the
proceedings of the said Hustings Court do order adjudge and decree,
that the said Joseph Mayo take possession of the Real Estate in his Application
mentioned and described as follows to wit, Lot Number 25 of 78 1/2 acres Lot No 10
of 106 1/2 acres Lot number 9 of 106 1/2 acres Lot number 6 of 100 acres Lot number 19 of
115 1/2 acres Lot number 18 of 102 3/4 acres Lot number 17 of 98 3/4 acres Lot number 5
of 118 acres and Lot number 3 of 120 acres, lying and being in Survey
Number 5497 and number 5498, entered in the name of Robert
Meano in Union County Ohio, and more particularly described
in Plat and Subdivision B filed with this Application also

and filed
to wit,



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since the same
City of Richm
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Joseph Mayo
Virginia by
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M. Kern and
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in his Application
782 acres Lot No 10
Lot number 19 of
Lot number 5
in Surveys
of Robert
arly described
tion also

Lot No 3 of 194 acres Lot Number 4 of 137 acres and lot number 5 of 141 acres in
Survey Numbered 5696 entered in the name of Salway Frazier in Union
County Ohio and more particularly described in Plat and Subdivision
C filed with this application, also Lot No 4 of 100 acres and Lot numbered
5 of 100 acres in Survey numbered 5563, entered in the name of Robert
Means in Union County Ohio and more particularly described in
Plat and Subdivision D filed with this application, also that part
of Survey numbered 5778, 5641, 5806, 5825, entered in the name of Robert
Means in Union County Ohio as follows to wit: beginning at a
hickory and ash Northwest Corner to the original Survey thence with
a line of said original Survey S 71° W 272 poles to a hickory and ash Cor
ner to the said original Survey, thence S 83° E 372 poles to 2 beches and a hic
Cory, thence N 71° E 272 poles to 2 black ashes in the north line of said or
iginal Survey thence with said north line N 83° W 372 poles to the beginning con
taining 632 acres of land a more particular description of which is seen
in Plat E, filed with the application, also Lot No 6 of 57 acres and Lot No 7
of 30 acres in Survey Numbered 5637 entered in the name of Robert Means
lying and being in Madison County Ohio, also that part of said Survey
which remains if any after deducting the interference of the Appurson
Survey No 5433, a more particular description of which is seen in Plat
and Subdivision F filed with this application also Survey Num
bered ten thousand and twenty one (10021) entered in the name
of Robert Means for 1000 acres lying and being in the Virginia Milita
ry District in the County of Hardin Ohio and also Survey numbered
ten thousand and nineteen (10019) entered in the name of Robert Mea
ns for 1000 acres also lying and being in the Virginia Military Dis
trict in the County of Hardin Ohio, and the Court do further or
der a judgment and decree that the said Joseph Mayo, take charge
of the said described lands and that he be authorized to sell and
convey the same upon such terms and conditions as he shall de
em proper after the same shall have been appraised by the Oaths of
Wray Thomas Joshua Judy and James Hinckade Senr: provided
the sale of said lands shall not be for a less sum then two thirds of the
appraised value of said lands as made by the said Wray Thomas
Joshua Judy and James Hinckade Senr: and returned to this Court
and provided further that the said lands shall not be sold upon
a longer time then five years credit with interest during such cred
its, and it is further ordered that the appraisors Wray Thomas
Joshua Judy and James Hinckade Senr: make return of the appraise
ment of the said lands in this Bill mentioned at the next term of
this Court and it is further ordered that the said Joseph Mayo,
pay the Costs of this Suit, and in default thereof, it is ordered that
Execution issue therefor, as at Law, And afterwards to wit, on the
14th day of October 1806, on motion to the Court it is ordered that William
B. Erwin be substituted, as one of the appraisors in this case in the
place of Wray Thomas who is hereby removed, and it is further

Ordered that said Appraisers have the further time until next term to make their return; and this Cause is Continued. The said order of appraisement having been Certified to the said Commissioners under the Seal of said Court was returned on the 20th day of February 1847 with the report of said Commissioners which report reads in the words and figures following to wit, in Compliance with an Order from the Court of Common Pleas for Union County Ohio, Appointing the undersigned appraisers of certain lands therein named we would report that after being duly sworn as the Law directs we proceeded and arrived of said lands to appraise the different lots to wit Survey No. 5637 in Madison County Lot No. 5 of 30 acres supposed to be 60 acres including the portion of interference belonging to Survey No. 5637 at \$4.00 per acre

Lot No. 6 same at \$4.50 " " Supposed 100 acres
Union County Surveys No. 5778, 5641-5806-76495. Lot of 532 acres at \$2.00 per acre Survey No. 5503. Lot No. 4 - 100 acres at \$2.50 per acre No. 5 at 100 acres at 2.50 per acre Survey No. 3696 Lot No. 3 - 194 acres at \$3.00 per acre Lot No. 4 - 137 acres at 3.00 per acre Lot No. 5 - 141 acres at 4.00 per acre Survey No. 5497. Lot No. 3 - 106 1/2 acres \$3.00 per acre No. 10, 106 1/2 acres. 3.00 per acre No. 17 - 95 1/4 acres. 3.00 per acre No. 18 - 102 3/4 acres 3.00 per acre No. 19 - 105 3/4 acres 3.00 per acre Survey No. 5498. Lot No. 3. 120 acres 2.25 per acre No. 5 - 118 acres 3.25 per acre No. 6. 110 acres 4.00 per acre No. 25 - 78 1/2 acres 1.50 per acre Hardin County Survey No. 10019, 1000 acres \$4.50 per acre No. 10021 - 1000 acres \$4.50 per acre all of which is respectfully submitted this 20th day of February 1847

William B Irwin }
Joshua Judy } Appraisers
James K. Blaine }

And afterwards to wit on the 4th day of May AD 1847. this day came the appraisers heretofore appointed in this case and made return of an appraisement of the land in said application mentioned and the Court having examined said appraisement do order that the same be recorded,
Attest John Cassil Clerk,

Thomas P. Matthews
vs
Beards heirs

Cases before his Honor James S. Gilbert Esq. President James R. Smith Christian Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio on the fourth day of May in the year of our Lord one thousand Eight hundred and forty seven. Be it remembered that heretofore to wit on the 30th day of August AD 1842. Thomas P. Matthews by Mr. M. E. Thomas, filed herein.

until next
returned
to the
turned on
Commissioners
sing to wit.
Common
designs of
report
proceeds an
follows to wit
supposed to
going to survey

95. Lot of
4-100 acres
urvey N. 3696
at 3.00 per acre
N. 3-1064 acres
acres. 3.00 per
acre survey
per acre
rdin County
44.50 per acre
January 1847
Appraisers
this day
and made
location
appraisement

mes R Smith
at a Court
in the town
and State
our Seco
day of
Filed herein

his bill in Chancery which reads in the words and figures following to wit.
To the Honorable Court of Common Pleas for the County of Union in Chancery
Sitting, Thomas Matthews of the State of Virginia represents that Michael
Board of the County of Union and State of Virginia whom your orator
prays may be made defendant to this Bill (being or pretending to be
Seized in fee simple of a certain tract of Land Situate in said County
of Union and described as follows to wit. Being all that piece or parcel
of Land lying on Mill Creek being part of survey No. 1307 in the name of
Robert Dandridge and granted by letters Patent to Joseph Matthews beginning
at a small dogwood sugar & Hickory thence S 81° W 100 poles to an Ironwood on
Coke & Hickory thence N. 9. W 74 poles to an elm & sugar Rock on Conklin's
Run thence N 69. W 35 poles to the middle of Mill Creek thence down the
same 12 1/2 poles to a sugar white Oak thence S 11° W 49 1/2 poles to the beginning
Containing seventy four and one fourth acres more or less - also
one other piece or parcel of land lying on the north side of Mill
Creek being part of said survey No. 1307. Beginning at a Hickory in the
north Original line thence with the said Original line N 86° E 65 poles
to the Centre of Mill Creek thence up the same 70 poles to a Stone
in Mill Creek opposite a Spring thence passing through said Spring
N 9 W. 18 poles to the beginning. Containing 1/2 and a half acres more or
less. and the said Michael Board being Justly indebted to your orator
in the sum of six hundred and forty dollars to secure the payment of
which with lawfull interest. the said Michael Board did by his deed
duly executed and dated on the 4th day of March AD 1840. Convey in fee
simple to your orator the above described premises. But subject nevertheless
to a condition of defeasance on the payment of three hundred and twenty
dollars with lawfull interest on the 1st day of May AD 1841 and three
hundred and twenty dollars with lawfull interest on the 1st day of
May AD 1842. thence next ensuing as in and by said deed of mortgage
a copy of which is herewith filed and made a part of this Bill. will
more fully appear. Your orator further represents that neither of the said
sums of three hundred and twenty dollars due respectively on the 1st
day of May AD 1841 and the 1st day of May AD 1842 were paid to your
orator at the time limited in that behalf or any part thereof.
Whereby the legal estate in said premises became vested in your
orator. redeemable nevertheless in equity on the payment of principal
and interest due and to be come due thereon. that the said sum of six
hundred and forty dollars principal and a large amount of interest
thereon being due. he applied to the said Michael Board and re-
quested him to pay the same to your orator. which he has hitherto
wholly neglected and refused to do. your petitioner therefore
prays that a writ of Subpoena may issue against the said
Michael Board. that he may be compelled to answer all and sin-
gular the premises. that an account may be taken of what is due
to your orator for his principal and interest upon said mortg-
age. that said mortgage premises may be sold and the

proceeds thereof be applied to the satisfaction of said principal and interest and that your Orator may have such other and further relief in the premises as equity and good conscience may require. W & H. Thomas Salt for Plaintiff
 Said Copy of Mortgage deed referred to in the foregoing bill and filed therewith reads in the words and figures following to wit:
 Know all men by these presents that whereas Michael Beard of the County of Franklin in the State of Ohio is Justly indebted to Thomas P. Matthews of the County of Grochland State of Virginia in the sum of Six hundred and forty dollars, as hereinafter more particularly set forth, and in order to secure the payment of said debt together with the interest that may accrue thereon he the said Michael Beard does hereby give grant bargain sell and convey to the said Thomas P. Matthews all the following described real estate situate in the County of Minn and State of Ohio to wit: all that piece or parcel of land lying on Mill Creek being part of Survey No. 1307 in the name of Robert Dandridge & granted by letters Patent to Joseph Matthews beginning at a small clogwood Sugar and Hickory thence S 81° 11' 10" poles to an Ironwood Buckeye & Hickory thence N 74° 74' poles to an Elm and large Rock on Conklines Run thence N 69° 25' poles to the middle of Mill Creek thence down the same 120 1/4 to a large white Oak - thence S 17° 10' 14 1/2 poles to the beginning containing 74 1/2 acres more or less - also another piece or parcel of land lying on the north side of Mill Creek being part of said Survey No. 1307 beginning at a Hickory in the north original line thence with said Original line N 80° 6' 65" poles to the Centre of Mill Creek thence up the same 70 poles to a Stone in Mill Creek opposite a Spring thence passing ^{through} said Spring N 7° 18' poles to the beginning containing 6 1/2 acres more or less - to have and to hold the said premises with the improvements rights privileges and appurtenances thereunto belonging or in any wise appertaining unto him the said Thomas P. Matthews and unto his heirs and assigns forever - Provided always and their presents are upon this express condition, whereas the said M. Beard hath this day executed two several Bonds the one made payable to said Thomas P. Matthews or order on the 1st day of May 1841 for three hundred and twenty dollars with interest thereon and the other made payable on the 1st day of May 1842 to the said Matthews or order for three hundred and twenty dollars with interest thereon - Now if the said Michael Beard or his heirs or legal representatives shall pay said sum of money as required by said notes or obligations or cause the same to be paid to the said Thomas P. Matthews or his assigns when the same becomes due agreeably to the true intent and meaning thereof together with the interest that may accrue thereon then this conveyance and every thing herein contained is to be void and of no effect whatever any thing herein to the contrary notwithstanding - but in case

of the failure to pay as aforesaid then it is to be and remain in full force and virtue in Law as a mortgage deed in testimony of all which the said Michael Beard hath hereunto set his hand and seal this 4th day of March in the year of our Lord 1840.

Signed sealed & acknowledged in presence of us
Thomas Wood
W. Stiggins
Michael Beard

State of Ohio Franklin County ss. Before me Thomas Wood a Justice of the Peace in and for said County personally appeared the above named Michael Beard and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed; given under my hand this 4th day of March AD 1840. Thos Wood Jus of Peace Filed for record Oct 1st AD 1840 at 10 o'clock AM. and recorded the same hour in Vol 8, page 15 & 16. P.B. Smith Sec of said Union County And afterwards to wit on the 30th day of August AD 1842 the following writ of subpoena was issued which together with the Sheriff's endorsement thereon reads in the words and figures following to wit:

The State of Ohio Union County ss. To the Sheriff of Union County Greeting We command you that you summon Michael Beard to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County, forthwith to answer the matters and charges contained in a Bill in Chancery exhibited against him by Thomas P. Watkins and this he shall in no wise omit under the penalty of one thousand dollars and have you then show this writ, witness James H. Gill, Clerk of said Court at the Court House in Marysville, this 30th day of August AD 1842.

S. B. { James H. Gill Clerk (Sheriff's return) served by certified Copy Aug 30th 1842. W. Steele Sheriff, and afterwards to wit at the August term of said Court, judgment by Default plaintiff, Debt \$320.00 Damages 47.79. for Costs, notice of appeal by deft, and afterwards to wit on the 9th day of November AD 1842, this Cause came on to be heard upon the Bill exhibits and testimony and the Defendant still failing to appear and answer plead, or demur to the said Bill, the Court on consideration of the premises, do order that the said Bill be taken for Confessed and the Court having examined the bill exhibits and testimony are of opinion that the Law and equity of the Case are with the Complainant, and that the amount of money due from the said Defendant to the said Complainant, and secured by the said mortgage is seven hundred and forty two dollars and eighty two cents, it is therefore ordered that the said Defendant pay to the said Complainant the said sum of seven hundred and forty two dollars and eighty two cents and the said interest that may accrue thereon and the Costs of this Suit to be taxed, within ten days and on failure thereof, that a writ be issued directed to William W. Steele Sheriff who is hereby appointed Special Master Commissioner for the purpose, commanding him that he make said sum of money with interest and Costs together

with his accruing Costs by a Sale of Said Mortgage Lands and Tenements (or so much thereof as may be necessary) And that he Cause the Lands and Tenements in Said Bill described (or so much thereof as may be necessary) to be sold in pursuance of and under the form and restrictions prescribed in the Statute for the Sale of lands by execution at Law and that he make report of his Proceeding and bring the money arising from Said Sale to this Court at the next term thereof. to which time this Cause is Continued Notice of appeal by Defendant, Said appeal bond reads as follows to wit. Borne all men by these presents that we Michael Beard, A. Hall, & Ralph Graham are held and firmly bound unto Thomas P. Watkins in the penal sum of fifteen hundred dollars to the payment of which we well and truly to be made we bind ourselves our heirs executors and Administrators Sealed with our seals and dated this 12th day of December AD 1842. the Condition of the above obligation is such that whereas the said Michael Beard has taken an appeal from a certain decree rendered against him in favour of Tho^s P. Watkins in the Court of Common Pleas within and for the County of Union in the State of Ohio. at the November term thereof AD 1842. for the sum of seven hundred and forty two dollars and eighty two cents and eight dollars and ninety six cents costs to the Supreme Court within and for the County of aforesaid Now if the said Michael Beard. shall pay the full sum of the Condemnation in said Supreme Court and Costs in Case a decree shall be entered therein in favour of the appellee then this obligation shall be void otherwise in full force and Virtue in Law. Michael Beard Seal
A Hall Seal
Ralph Graham Seal

And afterwards to wit on the 26th day of June AD 1843. before said Supreme Court the Death of Michael Beard being this day suggested, on motion of the Plaintiff by Mr. Thomas his Counsel (it is ordered that a scirefacias issue against Mary Ann Beard, Elizabeth Beard John Beard Lorenzo Beard Julia Ann Beard and Selina Beard heirs at Law of the said Michael Beard. to show Cause why they should not be made Defendants in place of the said Michael Beard. returnable at the next term. to which time this Cause is Continued - whereupon a writ of scirefacias was issued on the 26th day of June AD 1843, in the words and figures following to wit. State of Ohio, Union County ss. To the Sheriff of L. sandellie County Greeting. Whereas Thomas P. Watkins by his Counsel on the 26th day of June in our Supreme Court within and for said County

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of Union in a certain Suit in Chancery therein pending between
 the said Watkins and Michael Beard, suggested the Death of said
 Beard, and whereas it further appearing that the said Beard left
 as his heirs at Law, Mary Ann Beard, Elizabeth Beard John Beard,
 Lorenzo Beard Julia Ann Beard, and Selina Beard, this therefore is to
 Command you, that you Summon the said, Mary Ann Beard Elizabeth
 Beard, John Beard, Lorenzo Beard, Julia Ann Beard and Selina Beard, to
 appear on the 1st day of the next term of our said Supreme Court, within
 and for the said County of Union, before our Judge of this same
 Court, at the Court House in said County, and show Cause if any
 they have why they should not be made Defendants in place of the
 said Michael Beard in said Suit, wherein the said Thomas P Watkins
 is Complainant, and have you then and there this writ, Witness
 S 3 John Cassil Clerk of said Court at the Court House in Mary
 -ville, this 26th Day of June AD 1843, John Cassil Clerk, and
 afterwards to wit, on the fifth day of July AD 1843, the said Sheriff of said
 Franklin County, returned the said writ of Scire facias endorsed as
 follows to wit, July 3rd 1843, served on the said Elizabeth Beard
 personally by Copy as to the others not found in my bailwick, Wth
 Donigan Sheff, And afterwards to wit, on the 26th Day of June AD
 1843, the following writ was issued out of the Clerks office of said Sup-
 reme Court, to wit, State of this Union County U. to the Sheriff of
 Union County Greeting Whereas Thomas P Watkins by his Coun-
 sel on the 26th Day of June in our Supreme Court within and for
 said County of Union, in a certain Suit, in Chancery therein pending
 between the said Watkins and Michael Beard, suggested the
 Death of said Beard, and whereas it further appearing, that the said
 Beard left as his heirs at Law, Mary Ann Beard Elizabeth Beard
 John Beard Lorenzo Beard, Julia Ann Beard and Selina Beard
 this is therefore to Command, you that you Summon the said Mary Ann
 Beard, Elizabeth Beard John Beard, Lorenzo Beard Julia Ann Beard
 and Selina Beard, to appear on the 1st day of the next term of our said
 Supreme Court, within and for the said County of Union before our Judge
 of this same Court, at the Court House in said County and show Cause
 if any they have why they should not be made Defendants in the
 place of the said Michael Beard, in the said Suit wherein the said
 Thomas P Watkins is Complainant, and have you then and there
 this writ, Witness John Cassil, Clerk of said Court at the Court
 S 3 House this 26th Day of June AD 1843, John Cassil Clerk, and
 afterwards to wit, on the 9th day of March AD 1844, said Sheriff returned
 said writ, endorsed, served by Certified Copies on the with March 8th
 1844, Wth Steele Sheff, W. C. D. and afterwards to wit on the 24th day of
 June AD 1844, before said Supreme Court, this Cause came on to
 be heard upon the bill exhibits and testimony, and the defendants
 Mary Ann Beard Elizabeth Beard John Beard, Lorenzo Beard,
 Julia Ann Beard, and Selina Beard Heirs at Law of Michael

Brand Deceased. Still failing to appear and answer plead
 or Demur to the said Bill The Court on Consideration of
 the premises do order that the said Heirs of Michael Beard & Co
 be made parties to this bill. And that the bill be taken for confessed
 and the Court having examined the bill Exhibits and Testim-
 ony are of opinion that the said Land Equity of the Case is with the
 Complainant and that the amount of Money due from the
 said Defendants to the said Complainant. and secured by the
 said Mortgage is Eight Hundred and Five Dollars and Seventy three
 cents. It is therefore ordered that the said defendant pay to the said
 Complainant the said sum of Eight hundred and five Dollars
 and Seventy three cents and the interest that may accrue there on
 and the Costs of this Suit. to be paid, within twenty days. And on
 failure thereof that a writ be issued directed to W. M. Steele Sheriff
 who is hereby appointed Special Master Commissioner for
 that purpose, Commanding him that he make said sum of money
 with said interest and Costs. Together with his accruing Costs. by
 a Sale of said Mortgage lands and tenements (or so much thereof
 as may be necessary) and that he cause the lands and tenements in
 the said Bill describe (or so much thereof as may be necessary) to be
 sold in pursuance of and under the forms and restrictions prescribed
 in the Statute for the Sale of Lands by Execution at Law. - And it
 is further ordered that a Special Mandate be sent to the Court of
 Common Pleas to Carry this decree into Execution.

And afterwards to wit on the 3rd Day of October 1844. Judgment in Supreme
 Court. Term 2nd 1844. Decree for \$ 803. 75. and costs amt. \$ 21.66. on Special
 Mandate from Supreme Court. And afterwards to wit. on the 17th day
 of May 1845 the Sheriff made his report as follows to wit. Received
 this writ January 5th 1845. proceeded to have the above lands and tenements
 more particularly described in the bill appraised on the 15th day of
 January 1845. by the oath of Isaac Anderson James Thompson and W. M.
 Woods - and advertised the same for sale on the 22nd of February 1845 in
 the Argus a paper of General Circulation in said County of Union -
 February 22nd 1845. offered the above lands and tenements for sale at the
 door of the Court House in said County and not sold for want of bidder
 W. M. Robinson Sheriff. And afterwards to wit. on the 28th day of
 May 1845. on motion to the Court it is ordered that the appraisement
 made in this case under the direction of the Sheriff be set aside
 and that a new appraisement be of the premises mentioned
 in the Bill. And continued under former order. And after-
 wards to wit on the 18th day of August 1845. the Special Master made his
 report in the words and figures following Viz. Received this
 order June 19th 1845. had the land reappraised by the Oaths of
 A. P. Bowen W. R. Rohey & John Henderson the 74th/₁₀₀ acre lot at 10^{cts}
 per acre and the 6th/₁₀₀ acre lot at 112^{cts} per acre I offered the
 same for sale on the 18th day of August 1845. having previously

Handwritten calculations in the right margin:

$$\begin{array}{r} 112 \\ 74 \\ \hline 186 \\ 186 \\ \hline 372 \\ 372 \\ \hline 744 \end{array}$$

Answers plead
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advertised agreeable to the Statute, and the same being so exposed
 as aforesaid for sale. The six & one half acres was sold and struck
 off to Jacob V. & Henry B. Feltnier for the sum of Four hundred and
 eighty six Dollars, he being the highest and best bidder there
 for and that amount being the 2/3 of the appraised value
 thereof, the residue not sold for want of bidders. Aug 18th
 1845. W. W. Steele Special Master in Chy., and afterwards
 to wit on the 19th day of August 1845. the Court examined the
 proceedings of the Special Master, and the sale of the six and one
 half acres by him made, upon the order issued in this case,
 and being satisfied that said sale has in all respects been made
 in conformity to the provisions of the Statute in such cases made
 and provided, do order the Clerk to make an entry on the Journal
 to that effect, and that he also enter an order to said Special
 Master, to make to said purchaser a deed for said lands and
 tenements so sold, which is entered accordingly and con
 tinued under former order. And afterwards on the 28th day of Octo
 ber 1845. this cause was continued under former order, and after
 wards to wit, on the 28th day of March 1846. the Special Master made his
 report herein in the words and figures following to wit. Rec^d
 this Order Nov 25. 1845. offered the property for sale on the
 28th day of March 1846. having previously advertised accord
 ing to Law, no sale for want of bidders. W. W. Steele Sp. M. C.
 and afterwards to wit, on the 14th day of April 1846 this Cause
 was continued under former Order and afterwards to wit on
 the 28th day of July 1846 this Cause was continued under form
 er Order, and afterwards to wit on the 14th day of October 1846
 this Cause was continued under former Order, and after
 wards to wit on the 4th day of May 1847. the Sheriff and Special Master
 made his report herein in the words and figures following to wit.
 Received this writ February 4th 1847. in obedience to the within Com
 mand I duly advertised the land described in the decree mentioned
 for sale by publication in the Argus a newspaper published
 and in general circulation in Union County this. for thirty days
 previous to the day of sale. & afterwards to wit, on the 18th day of March
 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
 at public Auction at the door of the Court House in Mayville
 in said County, and sold the same to Thomas P. Watkins for six
 Dollars and sixty six and two third cents per acre, he being
 the highest and best bidder therefor and that being two thirds
 of the appraised value thereof. Philip Brider Sheriff,
 and afterwards to wit, on the 4th day of May 1847. On motion to
 the Court by the Counsel for Complainant, and upon produ
 cing of the return of the proceedings and sale made in this
 Case by the Sheriff as Special Master Commissioner

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under the order of this Court. And the Court having exam-
ined the same, and being satisfied that said sale has in
all respects been legally made, it is ordered that the same
be and hereby is approved and confirmed and that
the said Master Commissioner execute and deliver to
the said purchaser a deed in fee simple for the Real
Estate so by him sold as aforesaid,
Attest, John Cassil Clerk

W^m Lawrence
vs
James Alexander

Pleas before his Honor James S. Herbert Esq. President James
R. Smith Christian Meyers and Levi Phelps his associates
Judges at a Court of Common Pleas begun and held at
the Court House in the Town of Marysville within and for
the County of Union and State of Ohio, on the fourth day
of May in the year of our Lord one thousand eight hundred
and forty seven. Be it remembered that heretofore
to wit on the 14th day of October 1846, the said W^m Lawrence in
person issued out of the Clerks Office of the Court aforesaid
the following writ of Summons to wit, State of Ohio, Union
County ss. to the Sheriff of said County Greeting; We
Command you to summon James S. Alexander to
appear forthwith before the Judges of our Court of Common
Pleas in and for the County aforesaid, at the Court
House in said County to answer unto William Lawrence
in a plea of Assumpsit. Damages five hundred Dollars
And have you then these this writ witness John Cassil
Clerk of said Court at the Court House aforesaid
this 14th day of October A D 1846, John Cassil Clerk.
said writ was endorsed. This suit is brought on a note dated
June 25th 1845, payable 12 months after date to Hannibal O
Armsbee & Amos J. Winemore partners as order for \$370.00 executed
by James S. Alexander and assigned to plaintiff. Also for
goods sold and delivered money lent, money had and received
and on an account stated & c W^m Lawrence in person Oct. 14, 1846.
And afterwards to wit on the 16th day of October the Sheriff
returned said writ endorsed, Oct 16th 1846. Served by Certified
Copy of this writ to the Defendant, W^m Robinson Sheriff,
and afterwards to wit on the 23rd day of January 1847, the plaintiff
filed his declaration in the words and figures following to wit
The State of this Union County ss. Court of Common Pleas October
term A D 1846, Union County ss. James S. Alexander was sum-
moned to answer unto William Lawrence in a plea of assumpsit
and now comes said William Lawrence who says as plaintiff
and complains of said James S. Alexander for that whereas

Abraham Spier
vs
Samuel Ballinger

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in a note dated
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had and received
on Oct. 14, 1846,
the Sheriff
a by Certified
Sheriff,
the Plaintiff
following Court
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der was sum
of assumpsit
as Plaintiff
that whereas

The Defendant on the 25th day of January AD 1845. at Middleburg town at
said Union County made his promissory note in writing & thereby promised
to pay to Hannibal O Ormsbee & Henry J Swinmore Partners, or order
three hundred and seventy dollars and forty cents twelve months
after the date thereof which period has now elapsed and the said
Ormsbee & Swinmore then and there endorsed said note to the plain-
tiff whereof the defendant then and there had notice and then and
there in consideration of the premises promised to pay the same to
the plaintiff according to the tenor & effect thereof, and whereas also
said Defendant on the first day of September AD 1846. at Union County
aforesaid was indebted to the plaintiff in five hundred dollars
for the price and value of goods then and there bargained & sold by
the plaintiff to the defendant at his request and in five hundred
dollars for the price and value of goods then and there sold & delivered
by the plaintiff to the defendant at his request: and in five hundred
dollars for money found to be due from the defendant to the plaintiff on
an account then & there stated between them, and the defendant after-
wards on the day and year last aforesaid at the County aforesaid
in consideration of the premises respectively promised
the plaintiff to pay him said several sums of money in request
yet the Defendant has disregarded his promise & has not paid
any of said moneys or any part thereof, to the damage of the
plaintiff five hundred dollars therefore he sues in his own
proper person, W. Lawrence, and afterwards to wit on the 11th
day of May 1847. this day came the said William Lawrence in person
and the said James S. Alexander through solemnly called came not
but made default: whereupon it is considered that the said
William Lawrence, ought to recover his damages by reason of the premises
and neither of the parties requiring a jury and the Court being
fully advised in the premises, do assess the damages of the said
William Lawrence to one hundred and fifty three dollars and twenty
seven cents, therefore it is considered that the said William Lawrence
recover of the said James S. Alexander the said sum of one hundred
and fifty three dollars and twenty seven cents, his damages
aforesaid in form aforesaid assessed and also his costs
in this behalf expended taxed at \$
Attest John Cassil Clerk,

Abraham Spain
Adm't
Samuel Ballinger

Pleas before his Honor James S. Norbert Esq. President James R
Smith Christian Mayers and Levi Phelps his associates
Judges. at a Court of Common Pleas begun and held at the
Court House in the town of Mansfield within and for the County
of Union and State of Ohio on the fourth day of May in the year of
our Lord one thousand eight hundred and forty seven.

Be it remembered that heretofore to wit on the 14th day of October 1846 the plaintiff by Corwin his attorney sued out of the Clerk's office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss. to the Sheriff of said County Greeting, he Comman You to Summon Samuel Ballinger 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 Abraham Spain Administrator of the Estate of John Spain Decd. in a plea of the Case damages three hundred Dollars, and hence you then show this writ. Witness John Cassil. Clerk S.S. of said Court at the Court House aforesaid this 14th day of Oct. AD 1846. John Cassil Clerk. Said writ was endorsed. This writ is brought to recover the principal due on two promissory notes given by the Defendant to the plaintiff in date becoming date 18th November 1844. one for \$80. payable on or before the 1st day of September 1845. one half to be paid in Cattle or horses at Cash price and the other for \$75.00 payable on or before the 1st day of September 1846. one half to be paid in Cattle or horses at Cash price. M. B. & J. Corwin S. C. J. atty. and afterwards to wit on the 17th day of October 1846. the Sheriff returned said endorsed as follows to wit. Served Oct. 17th 1846 by Copy left at the residence of the Deft. W. M. Robinson Sheriff. and afterwards to wit on the 3rd day of December 1846. the plaintiff by Corwin his attorney filed herein his declaration which reads in the words and figures following to wit. The State of Ohio Union County Court of Common Pleas of the term of October AD 1846 Union County ss. Samuel Ballinger was Summoned to answer unto Abraham Spain Administrator of the Estate of John Spain deceased in a plea of Trespass or the Case &c and thereupon the said plaintiff by Corwin his attorney complain for that whereas heretofore to wit on the 18th day of November in the year of our Lord one thousand eight hundred and forty four at Union County aforesaid the said Defendant made his certain note in writing Commonly called a promissory note & then & there delivered the same to the said John Spain in his lifetime by which said promissory note the said Defendant promised to pay John Spain eighty dollars for Land. one half in Cattle or horses at at Cash price to be paid on or before the first day of September 1845 by virtue of which said promissory note the said Defendant became liable to pay to the said John Spain in his lifetime the said sum of Money mentioned in said promissory note according to the tenor and effect thereof. and whereas also afterwards to wit on the same day and year aforesaid at the County aforesaid the said Defendant made his certain other note in writing Commonly called a promissory note & then & there delivered the same to the said John Spain in his lifetime & thereby promised to pay the said John Spain seventy five dollars one

Paul Pequet
 & wife
 Wm
 William Mowen

1st day of October
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 to the Sheriff
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 the Judges
 County of Union
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half to be paid in Cattle or horses at Cash price for said. to be paid on
 or before the first day of September 1846. by reason whereof the said
 Defendant became liable to pay to the said John Spain in his lifetime the
 said sum of money specific in said last mentioned note according to the tenor
 & effect of said note & being so liable he the said Defendant afterwards to wit
 on the same day & year aforesaid at the County aforesaid undertook &
 then & there faithfully promised the said John Spain in his lifetime
 to pay him said several sums of money mentioned in said promisory note
 when he should see threats afterwards requested nevertheless the said defen-
 dant altho often requested the said several sums of money mentioned in
 said promisory note to the said John Spain in his lifetime the one half
 in Cattle or horses at Cash price did not render or pay or any part thereof
 but the same to pay as any part thereof to the said John Spain in his lifetime
 or to the said Abraham Spain administrator as aforesaid since the death
 of the said John Spain hath hitherto wholly refused & still doth refuse to
 the Damage of the said Abraham Spain administrator as aforesaid
 in the sum of three hundred Dollars & therefore he does and brings
 here into Court the letters of Administration on the State Estate of the said John
 Spain which give sufficient evidence to the Court hereof the granting
 of said letters of Administration to the said Abraham Spain the plaintiff
 in this suit &c. Corwin Cliff Atty, and afterwards to wit on the 2nd
 day of May 1847. this day came the said Abraham Spain administrator
 by Corwin his attorney and the said Samuel Ballinger though solemnly
 called. came not. but made default whereupon it is considered
 that the said Abraham Spain doth ought to recover his damages
 by reason of the premises. and neither of the parties requiring a jury
 and the Court being fully advised in the premises. do assess the dam-
 ages of the said Abraham Spain Administrator to one hundred and sixty
 six Dollars. therefore it is considered that the said Abraham Spain Adm-
 inistrator recover of the said Samuel Ballinger the sum of one hundred
 and sixty six dollars. his damages aforesaid in form aforesaid assessed
 and also his Costs in this behalf expended. taxed at \$
 Attest. John Cassil Clerk.

Paul Pequet &
 wife
 vs
 William Moore

Shas before his Honor James S. Torbert Esq. President James
 R Smith Christian Myers and Levi Phelps his associate
 Judges at a Court of Common Pleas begun and held at the
 Court House in the town of Mansville within and for
 the County of Union and State of Ohio. On the Fourth day
 of May in the year of our Lord One thousand Eight
 hundred and forty seven. Be it remembered that
 heretofore to wit on the 18th day of November 1846 the plaintiffs by
 J S Taylor their attorney filed herein their petition which reads
 in the words and figures following to wit. To the Court of Common

Pleas within and for the County of Union and State of Ohio,
 your petitioners Paul Pequet and Sarah Ann Elizabeth Pequet
 (late Sarah Ann Elizabeth Moncure) his wife of the City of New
 Orleans in the State of Louisiana, represent that they have a
 legal right to own and seized in fee simple, of one undivided
 moiety of the following Real Estate, situate in the County of Union
 in the State of Ohio, and described as follows to wit: Survey
 of one thousand five hundred and sixty seven acres of land a part of three
 Military Warrants, viz. N^o. 5147, in favor of John Stottely (the whole thereof
 being for 4000 acres) N^o. 5148, in favor of the said John Stottely (the whole
 thereof being for 1333 1/3 acres) and N^o. 5139, in favor of Robert Means,
 assignee of James Smith the whole thereof being for 311 1/3 acres one each
 of the two first recited Warrants, are 900 1/3 acres on the last, on the waters
 of Mill Creek and Darby Creek, beginning at a large Elm Hickory and
 Sugar tree South east corner to Elizabeth Rickmans Survey
 N^o. 4073, & North west corner to Benjamin Biggs Survey N^o. 4074,
 running with Biggs line and course thereof passing his South
 West corner, and with the line of Thomas Kemmons Survey N^o. 1913,
 S 10^o E 560 poles to three Sugar trees, and three small iron woods South
 east corner to said Kemmons Survey, thence with another of his
 lines N 80^o E 180 poles to two ashes an Elm and Honey Locust on
 said line, and North west corner to Nathan Lammis Survey N^o.
 5416, and thence with his line S 10^o E 280 poles crossing a small branch
 to three Sugar trees and an Elm Northwesterly corner to Bazeluel Morris
 Survey N^o. 5086, thence with his line S 52^o W 160 poles to two Elms
 and a red Oak on said line thence N 37^o W 1056 poles, a small branch
 waters of Darby Creek, at 320 poles to two hickories an Elm and Sugar
 tree South west corner to said Rickmans Survey, thence with his
 line N 81^o E 446 poles crossing a branch at 306, and one at 342
 poles to the beginning with the Appurtenances; Being Survey
 N^o. 5728, in the Virginia Military District, in the State of Ohio,
 And your petitioners further represents that William Man
 cure, of the City of Richmond in the State of Virginia is a tenant
 in common with your petitioners in the said premises, the
 said Sarah Ann Elizabeth Pequet, late Sarah Ann Elizabeth
 Moncure, and the said William being the Grand Children
 and Heirs of William Moncure, late of Stafford County in
 the State of Virginia, and holding the said lands in fee simple
 under the will of their Grand father aforesaid which was duly
 recorded in said Union County, Ohio, a copy of which if required
 will be exhibited if required, upon the hearing of this petition,
 your Petitioners therefore pray, that partition of said lands
 may be made, or if the same cannot be done without manifest
 injury, that there such other proceedings may be had in the prem
 ises, as are authorized by law. By J. S. Taylor their attorney,
 And afterwards to wit on the 4th day of May 1847, the Complainants by

te of Ohio,
 Elizabeth Pequet
 the City of New
 they have a
 of one undivided
 County of Union
 to wit Survey
 id a part of them
 (the whole thereof
 tely (the whole
 Robert Means,
 1 1/2 acres on each
 last on the waters
 Elm Hickory and
 Survey
 Survey No 4074.
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& Saylor their attorney filed herein Proof of Publication of the pendency
 of the Petition which Proof reads in the words and figures following to wit
 William Mauere, of the City of Richmond, in the State of Virginia, will
 take notice, that a petition was filed against him on the 18 Day of
 November, 1846, in the Court of Common Pleas, in Union County, in the State
 of Ohio, by Paul Pequet and Sarah Ann Elizabeth Pequet (late Sarah
 Ann Elizabeth Mauere) his wife, of the City of New Orleans, and is now
 pending, wherein the said Paul Pequet and Sarah Ann Elizabeth Pequet
 demand partition of the following Real Estate to wit; Survey of 15 1/2 acres
 of Land as part of three military warrants, viz; No 5747, in favor of John
 Stately (the whole thereof being for 4000 acres) No 5748, in favor of John Stately
 (the whole thereof being for 1333 1/2 acres) and No 5739, in favor Robert
 Means Assignee of James Smith (the whole thereof being for 311 1/2 acres)
 333 1/2 acres on each of the two first recited Warrants, and 90 1/2 acres on
 the last, on the waters of Mill Creek and Darby Creek, beginning at
 a large Elm Hickory and Sugar tree, S.E. corner to Elizabeth Rickman's
 Survey No 4073, and N.W. Corner to Benjamin Biggs Survey No 4074,
 running with Biggs' line and corner thereof, passing his S.W. Corner
 and with the line of Thomas Hensons Survey No 1913, S 10° E 560
 poles to 3 Sugar trees and 3 small iron woods S.E. corner to said
 Hensons Survey, thence with another of his lines N 80° E 189 poles to 2 Ashes
 an Elm, and honeylocust, on said line, and north west corner to
 Nathan Sommers Survey, No 5416, and thence with his line S 10° E 280
 poles crossing a small branch to three Sugar trees, and an Elm, northwly
 corner to Bazellet Morris Survey No 5106, thence with his line S 52°
 W 160 poles to two Elms and a red oak, on said line thence N. 37° W 1056
 poles, a small branch, waters of Darby Creek, at 320 poles to two Hickories
 an Elm and Sugar tree S.W. corner to said Rickman's Survey; thence
 with her line N 80° E 446 poles crossing a branch at 306, and one at
 442 poles, to the beginning, with the appurtenances, being Survey No
 5728, in the Virginia Military District, in the State of Ohio, and that
 at the next term of said Court application will be made by
 the said petitioners for an order that partition may be made of
 said premises, Paul Pequet and Sarah Ann Elizabeth Pequet
 By J S Saylor their Attorney, The State of Ohio Union
 County S. Personally appeared P. B. Cole, the publisher of the Argus a
 news paper printed in said County, and made solemn oath that the
 notice hereto attached being the notice of the pendency of the
 petition in this case, was published in said paper for more than
 14 consecutive weeks commencing on the second day of December
 A D 1846, P B Cole, Sworn to and subscribed before me this 3^d
 day of May 1847, James M. Wilkinson, J. P. and afterwards to wit,
 on the 11th day of May 1847, this cause came on to be heard upon the petition
 Exhibits &c and on consideration whereof, and on motion to the Court
 by J S Saylor Counsel for the plaintiffs, it is ordered that by the Oaths
 of William B Inwin William M Robinson and Isahel A Woodworth

Partition be made of said lands in the following proportions to wit
 to the said Sarah Ann Elizabeth ^{Pequet} late Sarah Ann Elizabeth Man-
 cure, now wife of Paul Pequet, an equal moiety of said lands
 and to the said William Mowere, one equal moiety of the said
 lands; and it is further ordered that a writ of partition issue to
 the Sheriff of Union County, Commanding him to cause said Parti-
 tion to be made accordingly. Said Order having been certified
 to the Sheriff under the Seal of said Court, was returned on the
 4th day of May 1847, endorsed as follows to wit: I have executed
 this writ by the Oaths of the within named Commissioners
 whose report is herewith returned this Dated 4 May 1847. Philip
 Smith Sheriff of Union County. Said Commissioners Report
 reads in the words and figures following to wit: Paul Pequet wife
 is William Mowere. Petition for Partition, for the Commissioners
 appointed in this Cause to make partition of the following
 Real Estate Situate in Union County in the State of Ohio, described
 as follows to wit: Survey of one thousand five hundred and
 sixty seven acres of land, a part of three Military Warrants viz.
 N^o 5147 in favor of John Stokely, (the whole thereof being for 4000
 acres) N^o 5148 in favor of John Stokely (the whole thereof being for
 133 1/2 acres) and N^o 5139 in favor of Robert Means, Assignee of James
 Smith (the whole thereof being for 311 1/2 acres) - 333 1/2 acres on each
 of the two first recited Warrants and 900 1/2 acres on the last, on the
 waters of Mill Creek and Darby Creek, beginning at a large elm Hickory
 and Sugar tree, South east corner to Elizabeth Rickmans Survey N^o
 4073, and N^o 40 corner to Benjamin Biggs Survey N^o 4074, running
 with Biggs line and course thereof passing this N^o 40 corner and with
 the line of Thomas Kemmons Survey N^o 1913, S 10^o E. 560 poles to three Sugar trees,
 and three small iron woods, South east corner to said Kemmons, line thence
 with another of his lines N 80^o W. 180 poles to two Ashes an elm and honey
 Locust on said line and North West corner to Nathan Coriners Survey, N^o
 5416, and thence with his line S 10^o E 280 poles crossing a small branch
 to three Sugar trees and an elm Northwesterly corner to Bazell
 Harris Survey N^o 5006, thence with his line S 52^o W 160 poles to two elms
 and a red Oak on said line thence N 37^o W. 165 1/2, a small branch
 waters of Darby Creek, at 320 poles to two hickories, an elm and Sugar
 tree South west corner to said Rickmans Survey thence with his line
 N 80^o E. 446 poles crossing a branch at 306 and one at 342 poles
 to the Beginning with the aforementioned, being Survey N^o
 5728, in the Virginia Military District in the State of Ohio -
 and having been duly sworn - upon actual view of
 the premises, do set off and assign, to the said Sarah Ann
 Elizabeth Pequet, wife of said Paul Pequet (formerly Sarah
 Ann Elizabeth Mowere) in severalty for her share of the said land
 so much thereof as is contained in the following limits - Commencing
 at the Beginning corner of said Survey N^o 5728, it being the

Jesse Hardin
 Andrew Alden

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N.E. Corner of Elizabeth Pichman's Survey N^o 4075 - running thence S 10^o
E. with the Original line of said Survey N^o 5728. so far that a line paral-
lel with the North line of said Survey will inclose one equal half of the
whole quantity in said Survey N^o 5728, and the other equal moiety we
assign to said William Moncure the Defendant. Given under our
hands and seals this 4th day of May A.D. 1847. William B. Irwin Seal
W. M. Robinson Seal
A. A. Woodworth Seal

And afterwards to wit on the 4th day of May 1847. An Motion
to the Court by J. S. Taylor Counsel for Petitioners and upon producing the
proceeding of the Sheriff, and also the report and proceedings of the
Commissioners herein before appointed, and the same being examined -
It is ordered that said proceedings and report be and the same are hereby
approved and confirmed; altho' the same parties hold in severally
the shares set off and assigned to each respectively by the said Com-
missioners; and it is further ordered that the Costs and Expenses of
this suit taxed to Sixty one & 2/3 Dollars be paid within thirty days
by the parties in the following proportions to wit. one half thereof
by the said Demandants, and the other half thereof by the said
Defendant, and in default thereof that Execution issue therefor.
Attest, John Cassil Clerk

Jesse Hardin
vs
Andrew Alden

Pleas before his Honor James S. Torbert Esq. President
James R. Smith, Christian Meyers and Levi Phelps his
Associates Judges, at a Court of Common Pleas begun and held
at the Court House in the town of Maysville within and for
the County of Union and State of Ohio, on the fourth day of
May in the Year of our Lord one thousand eight hundred and
forty seven. Be it remembered that heretofore to wit
on the 19th day of July A.D. 1843. filed in the office of the Clerk of the
Court of Common Pleas, a certain Bill in Chancery which
reads in the words and figures to wit. To the honorable the Judges of the
Court of Common Pleas, in and for the County of Union in Chancery
sitting, Humbly Complaining your Orator Jesse Hardin of said Cou-
nty of Union sheweth unto your honors, that sometime in April A.D.
1841, according to your Orators memory - your orator by parcel con-
tract agreed to rent of Andrew Alden of said County of Union and
whom your orator prays may be made Defendant to this Bill, the
following premises to wit. 279 acres of same Survey N^o 8153 Ninety
four acres and 12238 of 185 acres on the waters of Darby Creek in
Union Sp Union County Ohio, that shortly after making said
agreement your orator ascertained & was advised that said
Alden had no right or title to said premises - but that the
title and right to the possession of said premises was

in the hands of Walter Dunn to wit: James Dunn of the County of Ross and State of Ohio & John G. Dismar Mary & H. Hopkins. Walter A. Dunn & Robert C. Dismar of the State of Kentucky (whom your Orator makes Defendants also to this Bill. that the said James Dunn was and is executor of the last Will and Testament of the said Walter Dunn; and your Petitioner in Consideration of the premises made application to the said James Dunn and in January 1842. Seised of the said James the aforesaid premises; Your Orator further States that on or about the 26th day of April A.D. 1842, the said Andrew Alden commenced an action of forcible detainer against your Orator for the recovery of said premises or the possession thereof and on the fifth day of May next thereafter such further proceedings were had in the premises before Andrew Keys J.P. of said County that by Judgt of said Court a writ of restitution and possession was ordered your Orator then proceeded with his writ of Certiorari from the Court of Common Pleas of said Co. to reverse said Judgt trial at the August term thereof 1842. Such proceedings were had in said Court that the proceedings of said J.P. were confirmed and the Clerk of said Court (now John Cassil whom your Orator prays may be made Defendant to this Bill) ordered to issue a writ of Ejectment or restitution against your Orator for said premises, in the same time an action of Ejectment has been instituted by said James Dunn executor as aforesaid and Judgt. against said Andrew Alden entered in this Court in favour of said James Dunn for the recovery said premises, your Orator further States that he has a large and valuable amount of crops in the ground upon said premises and if said Alden is permitted to proceed with said writ your Orators family will be thrown out destitute most wrongfully and oppressively. Entender Consideration whereof your Orator prays in as much as the said Andrew has ordered the said John Cassil Clerk to issue nine writs and in as much as said Co of Union has no coroner and if a writ of Ejectment is issued to the Sheriff can have no Officer to serve a writ of injunction upon him the premises; that said John Cassil Clerk as aforesaid be enjoined from issuing any further process upon said Judgt of this Court in the Case of Alden vs Harding in Detainure or Hardin vs Alden in Certiorari and that we have subpoena that the other Defts be compelled to answer all singular the matters and things contained in this bill & that your Orator have such other and further relief as equity and good conscience may require. Jesso & Harding, State of this Union Co. Dd. Jesso Harding being duly sworn says that the matters and things stated in the above bill from his own knowledge are true and from the knowledge of others he believes to be true, in testimony whereof I have hereunto set my hand and July 19th 1843. John Cassil Clerk. Said bill was endorsed. I allow a writ of Injunction to issue in this case upon Compts given Security in the sum of \$100.00 Silas G. Strong associate Judge U.C. Said bond was filed on the 19th day of July 1843 and reads in the

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 Joseph Dort et al.

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words and figures following to wit. Know all men by these presents that we
 Jesse Hardin and John King, are held and firmly bound unto Reuben P
 Mann and A. J. Alden W. M. Steele in the sum of one hundred dollars
 to the payment of which we jointly and severally bind our selves our heirs
 executors and administrators sealed with our seals and dated this 19th
 day of July A.D. 1843. the Condition of the above obligation is such that
 whereas the above named Jesse Hardin has obtained an allowance of
 an Injunction by Silas H. Strong, one of the associate Judges of the Court
 of Common Pleas of the County of Union and State of Ohio, to stay all proceed-
 ings upon a judgment obtained in the Court of Common Pleas in and for
 the County of Union on the 2^d day of Sept. 1842 for a writ of restitution in a
 case of forcible detainer wherein said A. J. Alden is Plaintiff and said
 Hardin defendant, and costs taxed at \$19.32, until the matter thereof
 can be heard in equity. Now if the said Jesse Hardin shall pay all moneys & costs due
 or to become due from him the said Hardin in said judgment at Law, and all
 moneys and costs which shall be decreed against him (the said Hardin) in case
 said Injunction shall be dissolved then this obligation shall be void; otherwise
 in full force and virtue in Law. Jesse Hardin John King
 Approved this 19th day July A.D. 1843. John Cassil Clerk, and afterwards to
 wit on the 19th day of July 1843 the following writ was issued, to wit. The State of
 Ohio Union County, ss. To the Sheriff of the County of Union Greeting. We Com-
 mand you, that you summon Andrew J. Alden & John Cassil, to appe-
 ar before the judges of our Court of Common Pleas, at the Court House on
 the 18th day of October next ensuing, to answer a Bill in Chancery exhibi-
 ted against them by Jesse Hardin. And this they shall in no wise
 omit, under the penalty of one thousand Dollars, and have then
 and there this writ. Witness John Cassil, Clerk of our said Court
 At the Court House, this 19th day of July A.D. 1843. John Cassil
 Clerk of Com. Pleas, said writ was endorsed, Injunction Allowed
 & bond given John Cassil Clerk, and afterwards to wit on the 21st
 day of July 1843. said writ was returned endorsed, Served by Copy on
 A. J. Alden July 21st 1843 see Acknowledgement of John Cassil W. M. Steele
 Sheriff. I Acknowledge, Service July 19th 1843. John Cassil,
 and afterwards to wit on the 4th day of May 1847. Inju-
 nction Dissolved and Bill Dismissed,
 Attest John Cassil Clerk,

JS

Silas Dort et al vs
 Joseph Dort et al
 Plea before his Honor James S. Verbert Esq. President James
 R. Smith Christian Myers and Levi Phelps his associates
 judges at a Court of Common Pleas begun and held at the
 Court House in the town of Marysville within and for the
 County of Union and State of Ohio, on the Fourth day of May in
 the Year of our Lord one thousand eight hundred and forty
 seven. Be it remembered that heretofore to wit on the 14th

day of April 1846. the Plaintiffs by W. C. Lawrence their attorney filed herein their Petition. Which reads in the words and figures following to wit, To the honorable the Court of Common Pleas when in session. Dost David Dost Titus Dost Calvin Dost James B Dost John Wells & Caroline his wife formerly Caroline Dost residents of this County respectfully represent that their ancestor Titus Dost late of this County deceased did seized in fee of the following realty being in this County to wit by descent descended to your Petitioner share and share alike, one share only to Wells wife though his wife together with Joseph Dost and also Levi Dost two minors entitled to one share representing their father and one share to Levi Dost to wit, Lot No. 6 in Survey No. 2491 in the name of J. Phillips beginning at 2 beeches and a hickory corner of Lot No. 374. and 5 in said Survey thence N 80° E 175 poles to two beeches and a sugar tree in the east line of said Survey thence N 10° W 82 poles to 2 beeches and a sugar tree in said east line thence S 80° W 175 poles to two beeches and a sugar tree thence S 11° E 82 poles to the Beginning containing ninety acres. That Chester Fox has been appointed their guardian and your petitioner prays that the said Chester Fox Joseph Dost and Levi Dost may be made defendants and that partition may be made to each according to interest that we may have and hold in severally that partition which belongs to each and that we may have other and further relief and as in duty bound we will ever pray &c By W. C. Lawrence their atty.

I appear for myself and wards Joseph and Levi Dost, and waive the issue and service of process and enter their appearance as such guardian and consent for them that disinterested men as required by statute be appointed to partition or report as the case may be upon their judgment. Chester Fox, guardian. Attest John Cassie, And afterwards to wit on the 16th day of April 1846. This cause came on to be heard upon the Petition, and was argued by counsel, whereupon on motion to the Court by Mr. Lawrence Counsel for Plaintiffs. It is ordered that by the Oaths of Joseph Holart John Siggel & Samuel Woodburn. Partition be made of the Lands mentioned and described in the petition, in the following proportions to wit, To the Titus Dost one equal part to David Dost one equal part to Calvin Dost one equal part to James B Dost one equal part to John Wells & Caroline his wife one equal part to Joseph & Levi Dost. minors one equal part. And it is further ordered that a writ of Partition issue to the Sheriff of Union County. Commanding him to make partition of the premises accordingly, said order having been certified to the Sheriff under the seal of said Court was returned on the 18th day of April 1846 endorsed as follows to wit. I have executed this writ by the Oaths of the within named Commissioners whose report is herewith returned. W. C. Malin J. P. Sheriff, April 16th 1846. Said Commissioners report reads in the words and figures following to wit. Titus Dost et al. vs Joseph Dost et al. We the Commissioners appointed in this case to partition the real

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estate described in the bill after having been duly sworn and
 upon actual view are of opinion that said lands cannot be divi
 ded without manifest injury to the same and thereupon we do
 value the said real estate at nine dollars fifty cents per acre
 given under our hands and seals this 16th day of April A.D. 1846, Joseph
 Robert ~~Seal~~ John Siggitt ~~Seal~~ H. B. Woodburn ~~Seal~~ and afterwards to wit
 on the 17th day of April 1846, on motion to the Court by M. C. Lawrence
 Counsel for Petitioners, and upon producing to the Court the proceedings
 of the Sheriff herein and proceedings of Commissioners herein before
 appointed and the same being examined it is ordered that the said pro
 ceedings and report are approved and confirmed, and it appearing by said
 report that the said specific are not susceptible of partition, this
 Cause is continued for election and it is further ordered that the parties pay
 the expences hereof according to interest, and afterwards to wit on the
 29th day of July 1846 this Cause was continued for election and afterwards
 to wit on the 4th day of October 1846, this Cause was continued, and after
 wards to wit on the 4th day of May 1847, this day came Josiah Dart
 and elected to take the real estate and premises more fully
 described in the petition for partition filed April 10th 1846 at
 its appraised value according to the return of the appraisers
 appointed for that purpose and having shown to the Court
 that said Josiah Dart, has paid to the Co Heirs, David Dart, Sarah
 Ann Dart, James B Dart, and Martha H Dart, Calvin Dart Titus
 Dart Jr, Octavius Dart, Chester Fox, Caroline Wells and John W. Wells
 her husband their several parts of said appraisment value as
 required by the Court that the Sheriff convey to said Josiah Dart, in
 fee simple said above named premises,
 Attest John Cassil Clerk,

✓ Mr. M. Robinson
 Guardian of Succinda
 Elliott
 vs
 Succinda Elliott

Pleas before his Honor James S. Torbert Esq. President James R
 Smith Christian Myers and Levi Phelps his associates Judges
 at a Court of Common Pleas begun and held at the Court House
 in the town of Marysville, within and for the County of Union and
 State of Ohio, on the fourth day of May in the year of our Lord
 One thousand eight hundred and forty seven,
 Be it remembered that heretofore to wit on the 3rd day of April
 A.D. 1846, Mr. M. Robinson Guardian by Allison Curny his attorney
 filed herein his Petition which reads in the words and figures fol
 lowing to wit. To the Court of Common Pleas within and for the
 County of Union and State of Ohio, William M. Robinson of the
 County of Union, Aforesaid guardian of Succinda Elliott
 a Lunatic and minor Child of Richard Elliott Late of said
 County deceased, represents, that the said Lunatic is seized
 in fee simple of an undivided moiety of certain Lot of land situate

in the County of Union and State of Ohio, being part of Survey
 No 4074. Beginning at a dogwood and ash the south west corner of
 Land Sold and Conveyed to Jeremiah Amrine thence with
 Amrine's line N 10° W. 107 poles to a stake thence S 80° W. 150 poles to a stake
 in the west line of said Survey thence with said original line
 N 10° W. 107 poles to 3 Sycams and a Beech the original S. W. corner
 of said Survey thence S 80° E. 148 poles to the beginning containing
 one hundred acres more or less - that it is necessary in order to
 defray the Costs and Charges of the inquisition of Invocey and
 for the maintenance of said Lucinda, that all her interest in
 said estate should be disposed of. your Petitioner therefore prays
 that said Lucinda may be made defendant to this petition, that
 she may answer the same by her guardian ad litem to be appoi-
 nted by this Court, and that your Petitioner may be authorized
 to sell and convey all the interest of the said Lucinda and minor
 in and to said real estate under such regulations as are provided
 by Law. By Allison & Curry his attorney. And afterwards to wit
 on the 3^d Day of April 1846 the following writ of Subpoena was issued
 which together with the Coroner's return reads in the words
 and figures following to wit: "The State of this Union County of
 to the Coroner of the County of Union Executing. We command you
 that you summon Lucinda Elliott to appear before the Judges of
 our Court of Common Pleas, at the Court House forthwith to answer
 a Petition in Chancery, exhibited against her by W. M. Robinson
 guardian &c and this she shall in no wise omit, under the
 penalty of one thousand dollars and have there and there this
 writ. Witness John Cassie Clerk of our said Court, at the
 S. S. Court House, this 3^d day of April A. D. 1847. John Cassie
 Clerk of Com. Pleas. (Coroner's return) Served this writ by delivering
 a certified Copy of this writ April 13th 1847 James Riddle, Coroner,
 and afterwards to wit on the 28th day of July 1846. On motion of Allison &
 Curry Counsel for the Petitioner. It is ordered that by private See James
 Turner and James S. Alexander, being first duly sworn do upon
 actual view of the premises, make a just valuation of the one
 undivided half part, being the interest of the said Lucinda
 Elliott a minor in the following real estate to wit. Part
 of Survey No. 4074. Beginning at a dogwood and ash the south
 west corner of Land Sold and Conveyed to Jeremiah Amrine
 thence with Amrine's line N 10° W. 107 poles to a stake. thence
 S 80° W. 150 poles to a stake in the west line of said Survey thence
 with said original line N 10° W. 107 poles to 3 Sycams and a Beech
 the original S. W. corner of said Survey, thence S 80° E. 148 poles
 to the beginning containing one hundred acres more or
 less. and that they return such valuation forthwith
 said order having been certified to the said appraisors under
 the Seal of said Court, was returned on the 29th day of July 1846

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undared as follows to wit. I hereby certify that the within named
 Cyprian Lee James Turner & James Alexander were by me this day
 duly sworn as appraisors of said described lands witness John
 Cassie Clerk of the Court of Common Pleas Union County Ohio this
 29th day of July AD 1846. John Cassie Clerk. We the under signed
 having been appointed by the Court of Common Pleas of Union County
 Ohio to appraise the interest of Lucinda Elliott it being the undivided
 half of the within described real estate after having been duly
 sworn as the Law requires. And upon actual view of said premises do
 appraise the same at two hundred & fifty dollars. given under our
 hands & seals this 29th day of July AD 1846. Cyprian Lee Seal
 James Turner Seal J. A. Alexander Seal And afterwards to wit on
 the 30th day of July 1846. An motion to the Court by Allison &
 Perry Counsel for Petitioner and upon producing the appra
 isement herein made by Cyprian Lee James Turner and James
 Alexander. under a former Order of this Court. It is ordered
 that the said W.M. Robinson guardian of Lucinda Elliott proceed
 according to Law to sell the said interest of the said Lucinda Elliott in
 the real estate in said petition described. and upon the following terms
 to wit. one half Cash in hand. an fourth in six months and the
 residue in one year with interest from the day of sale. to be
 secured by mortgage on the premises. And it is further ordered that
 the said William M Robinson make return of his proceedings in
 the premises to the next term of this Court. and afterwards to wit
 on the 14th day of October 1846. Continuance under former Order. And
 afterwards to wit on the 5th day of May 1847. W.M. Robinson Guardian
 made return of his proceedings herein in the words and figures
 following to wit. W.M. Robinson Guardian vs Lucinda Elliott Union Coun
 Pleas. Petition to sell land. In pursuance of an order of sale made at
 the July Term of said Court 1846. I gave notice of sale in due form
 of Law. and at the time and place mentioned in said notice for
 sale (to wit) at the door of the Court House in the town of Marysville on
 the 13th day of October AD 1846. I offered said property at public ven
 due. which was not sold for want of bidders for \$500 and also
 to wit on the 30th day of April AD 1847. in pursuance to said order I
 offered the said property for sale at the door of the Court House by
 public outcry. having previously advertised the same for more
 then 30 days in the Argus a newspaper published and in gen
 eral circulation in the County of Union & sold the same to
 the Board of Commissioners of Union County for the sum of One
 hundred and sixty six Dollars and 66 & two third cents in
 being the two thirds of the appraisors value thereof and the
 highest & best bid therefor for printers fee \$500 fees. W.M. Robinson
 Guardian. And afterwards to wit on the 5th day of May 1847 an mo
 tion to the Court by Messy Allison Henry Counsel for the Petitioner
 and upon producing the return of the proceedings and sale

made by the said Petitioner as herein before ordered, and the Court having examined the same, and being satisfied that said sale has in all respects been legally made. It is ordered, that the same be and hereby is approved and confirmed, and that the said Petitioner execute and deliver to said purchaser a deed in fee simple for the real estate so by him sold as aforesaid,
 Attest John Cassil Clerk,

✓
 Simeon Cross
 vs
 Daniel Dusky et al

Plas before his Honor James L. Tazewell Esq. President James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the county of Union and State of Ohio. On the fourth day of May in the year of Our Lord One thousand eight hundred and forty seven, Be it remembered that heretofore to wit on the 21st day of March 1845, Simeon Cross by W. Lawson his solicitor filed herein his Bill in Chancery which reads in the words and figures following to wit, To the Honorable the Court of Common Pleas, in and for the County of Union, when in Chancery sitting humbly complaining sheweth unto your Honors, your orator Simeon Cross that one Daniel Dusky, of the County of Lewis and State of Virginia, being seized in fee of the Lands hereinafter described, and being in want of money applied to your orator and one Peter Sallance, then of the County of Meigs and State of Ohio then constituting the firm of Sallance & Cross, in 1840 for the purpose of borrowing money to meet his necessities, that to secure the repayment to the said partners of the said firm, the said Daniel Dusky executed his mortgage conveying the following described premises subject to the conditions herein after mentioned, being a part of a Survey for five hundred acres deeded by S. Sulwant to W. East of Fayette Co. Pennsylvania then to John Weaver then to John Brinker then Jacob Hoy, beginning at an Oak & Buckeye South west Corner to Prokers line and with the line of Mr. Housons N 85° 30. E 200 poles to a Beech S. E. corner to said Houson, thence N 7. W. 200 poles to a beech and elm thence N 44. W 200 poles to ash & Elm in the west line of said 512 acres thence N 7. E 207 poles to the beginning, containing 306 acres, also one hundred acres beginning at an ash & Elm S. W. corner of said 306 acres thence with said line N 84. E 200 poles to a beech and elm thence S 7. W. 80 poles to sugar trees and hickory S. E. to said 502 acres thence N 84. W 200 poles to beeches thence N 7. E. 80 poles to the beginning except 236 acres which had been mortgaged to John Hoy on the 7th June 1838, lying in the County of Union, that the said partners advances the sum of seven hundred dollars to the said Daniel Dusky that soon after the said partnership was dissolved and the said notes and mortgage became and are the sole property of your orator

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of your orator

said notes were due one day after date and long since due. The Condition
is that if the said seven hundred should be paid according to said notes
which said condition is now forfeited and a large amount of princi-
-pal and interest remaining due your orator upon said notes and mor-
-tgage all of which will more fully appear by reference to the Copy ma-
-de a part of this Bill and herein filed. That one George Dusky of the County
of Meigs and State of Ohio pretends to own the said lands by a recent purchase
from the said Daniel Dusky all of which said claim is to the prejudice and
-france of your orator said mortgage. Your orator therefore prays that the
said Daniel Dusky + George Dusky may be made defendants to this his bill
and that on final hearing your Honors would order an account to be taken
upon your orators said mortgage and that the right of the said Dusky or
either of them to the redemption may be forever foreclosed by the said
-sale thereof and the proceeds applied to the payment of the principal
and interest of the said mortgage. And that your Honors would grant
-other and further relief in the premises such as equity and good con-
-science will warrant and as in duty bound he will ever pray &c
By W. Lawrence. Sol for Lucius Cross, and afterwards to wit on the 22
day of May 1845. the complainant filed herein proof of publication of the
-Residency of this Suit. which proof reads in the words and figures follow-
-ing to wit: Union Common

pleas for may term AD 1845. In Chancery. to fore close mortgage Lucius
Cross as Daniel Dusky and George Dusky. the defendants will
take notice that the complainant has filed his bill in the said Court
Charging among other things that in the year 1840. Daniel Dusky being
-single in fee of the following premises subject to the condition herein after men-
-tioned. being a part of survey for five hundred acres. divided by S. Smith
-out to N East. of Hayett County. Pennsylvania. then to John Weaver. then to
John Brinker. then to John Fry. beginning at an Oak and buckeye South west
-corner to Posters line and with the line of William Henson; South 85° 30.
East 200 poles to three buckeyes. Southeast corner to said Henson; thence
South 7. West 200 poles to a Beech and elm; thence north 84° West 200 poles to
an Ash and elm in the west line of said 577 acres; thence North
7° East 207 poles to the beginning containing 306 acres. - also one hundred
-and six acres beginning at an ash and elm South west corner of said 306
-acres. thence with said line South 84° East 200 poles to a buckeye and elm
thence South 7° West 80 poles to a sugar tree and hickory South east
to said 500 acres; thence north 84° West 200 poles to Beeches. thence
N 7° East 80 poles to the beginning except 256. acres which had been
-mortgaged to John Fry, on the 7th of June 1835. mortgaged the same to
Lucius Cross and Peter Sallance by the name of the firm of Sallance & Cross
for seven hundred dollars by them advanced, and payable one day
after date. that the same is now the sole property of the said Lucius
Cross. and that the payment has been delayed. and the condition
in the mortgage forfeited. and that by some pretension said George
Dusky. now claims the said mortgaged premises in prejudice and

fraud of the Complainants said mortgage. and prays an account
 to be taken of principal and interest. and the sale of the said
 premises to discharge the same the Defendants can therefore govern
 themselves accordingly. W^m Lawrence Sol. for Succius Cross. Attest
 John Cassil clerk. March 21 1845. Succius Cross vs Daniel Dushy and George
 Dushy. Union Com Pleas for may term 1845. In Chancery to fore close mortg
 age. State of this Union County &c. Personally appeared before me John
 Cassil Clerk of said Court David W English Printer of the Argus and
 Union County advertiser. who being duly sworn says that the appended
 notice appeared regularly for seven successive weeks in the said
 Argus (being a weekly newspaper published in the County of
 Union) prior to the Commencement of this suit. and further sayeth
 that I D English. Printer for \$2.00. Sworn to and subscribed this 22^d
 day of May 1845. John Cassil clerk. and afterwards to wit on the
 30th day of May 1845. from the appearance doct. In Chancery to
 fore Close Mortgage proof of Publication filed and continued. and
 afterwards to wit on the 30th day of July 1845. George Dushy by W^m Allison his
 solicitor filed herein his separate answer. which reads in the words and
 figures following to wit. The separate answer of George Dushy to a bill
 in Chancery filed against him self and Daniel Dushy in Union
 County Common Pleas. this defendant having and reserving to himself
 now. and all times hereafter. all and all manner of benefit and
 advantage of exceptions which can or may be had or taken to the
 said Complainants said bill of complaint. for answer thereto
 or to so much thereof as this defendant is advised is in any wise
 material or necessary for him to make answer unto. answers
 and says that he claims title to the premises described in
 Complainants bill. by virtue of a deed executed in good faith
 by Daniel Dushy. to this respondent on the 10th day of October A^d 1842
 for which he honestly paid a fair equivalent. for further answer
 this respondent states that Peter Sallance was the principal and
 acting partner of the said firm of Sallance & Cross that said Sallance
 attended to the whole business of said firm. & said Cross being as a
 dormant partner. that he denies the disinterestedness of said Sallance
 and asking that said Peter Sallance be made a party Compla
 inant to this bill. in order that this Court may be the more fully
 able to do equity in this case. respondent denies that any notes
 were given to correspond with the mortgage as complainant alleges
 and states that he has always understood from the parties that
 said mortgage which Complainant now seeks to fore close
 was null and void. that previous to its execution the said Sallance
 (for said Sallance & Cross) proposed to Daniel Dushy. Sallance &
 Cross. then residing in the County of Meigs Daniel in the State
 of Virginia buying the said land of said Daniel and wishing to
 sell it. that accordingly both came to this County. when there
 being a difficulty between them in regard to the price

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to be paid for said land, and there being mutual accounts between
 the said Daniel & the said Sallance & Cross, which were unsettled, said
 Sallance threatened to take legal measures to recover an alleged balance
 due and owing to said firm, that thereupon in the absence of their
 said accounts, and in the absence of any knowledge as to their
 standing the said mortgage was given, with the understanding
 that upon their return to the County of Meigs a settlement should
 be had for which the mortgage was to be security that through
 the fault of said Sallance & Cross, said settlement has not as yet
 taken place, that said Sallance stated to respondent and to diverse
 other persons and at different times, that said mortgage was null
 and void, and that said firm made no claim thereunder, and res-
 pondent expressly states that said Sallance so told him at the time
 of his said purchase from Daniel, that in consequence of said repre-
 sentations of said Sallance that said mortgage was of no validity,
 respondent became a purchaser of said land, which he would
 not have done, but through the assurance of said Sallance and res-
 pondent submits to this Court whether it would be in accordance
 with good equity that he should now be prejudiced by the fore-
 closing of said mortgage, or in any other way injured thereby
 respondent further states that some time after the delivering to your
 orator of his said deed, the said Complainant, Cross well knowing
 that his said mortgage was of no validity swore a writ of attachment
 out of this Court against the goods & chattes lands & tenements of the
 said Daniel and caused judgment to be taken in his favour
 for all of the alleged indebtedness of said Daniel to said Sallance
 & Cross, or to said Cross, and respondent states that there is no other in-
 debtedness that if there is any amount now due from Daniel to said
 Complainant, or to said Sallance & Cross, it has come to their possession
 since the giving of said mortgage, and cannot be brought in to the in-
 jury of respondent, who insists upon full proof upon every point
 of indebtedness, whether it was conveying to them before or after the
 giving of said mortgage, respondent prays this Court to decree said
 mortgage to be invalid and of no effect against his rights, and that
 he may be forever quiet in his title therefrom, respondent express-
 ly states that at the time of his said purchase from Daniel the said
 Sallance & Cross, had notice thereof, who gave no notice to your respondent
 of their claim under said mortgage but suffered him to become an
 innocent purchaser of said land, Sallance still saying said mortgage was
 invalid, and this respondent denies all and all manner of fraud or
 unlawful combination wherewith he stands charged, all which ma-
 tters and things this defendant is ready and willing to aver main-
 tain and prove as this Honorable Court shall direct, and having
 thus fully answered, he humbly prays to be hence dismissed
 with his reasonable costs and charges in this behalf most
 wrongfully sustained, George Dusky By C. W. B. Allison His Sol.

And afterwards to wit on the 19th day of August 1845. this day came the Parties by their attorneys, and the Complainant herein is ruled to give security for Costs within 40 days from the rising of this Court to the acceptance of the Clerk, and this case continued. Said Bond for Costs reads in the words and figures following to wit. Know all men by these Presents that we Lucius Cross^{rs} are held and firmly bound to Daniel & George Dusky in the penal sum of fifty Dollars to the payment of which well and truly to be made. We do hereby jointly and severally bind our selves, our heirs executors and Administrators, sealed with our seals and dated this 30th day of Sept. A.D. 1845. The condition of the above obligation is such, that whereas at the August term of the Court of Common Pleas within and for the County of Union and State of Ohio, the above named Lucius Cross was ruled to give security to the satisfaction of the Clerk for the payment of Costs in a certain suit in said Court pending, where in the said Lucius Cross is Plaintiff, & Daniel & George Dusky Defendants now if the said Lucius Cross shall pay the full amount of Costs in said suit, that shall be rendered against him by said Court then this obligation shall be void otherwise in full force and virtue in Law

B. Welch Seal

Said bond was endorsed, security offered Sept 29th but in consequence of my ill health Bond not filed till Sept 30th 1845. John Cassie clerk.

And afterwards to wit on the 29th day of October 1845 this Cause was continued. And afterwards to wit on the 30th day of July 1846 this Cause came on to be heard upon the Bill of Complainant and answer of George Dusky, testimony and exhibits and the said Daniel Dusky still failing to plead answer or otherwise defend it is ordered that the said Bill as to the said Daniel Dusky be taken as confessed and was argued by Counsel whereupon the Court do find that the equity of the case is with the Complainant, and do further find that there remains due the said Complainant from the said Daniel Dusky upon his note deed mortgage in the bill described the sum of eight hundred and three Dollars and ninety three cents for his principal and interest thereon it is therefore ordered and decreed that the said Daniel Dusky within ten days from the rising of this Court the said sum of eight hundred and three Dollars and ninety three cents his principal and interest found as aforesaid, and in default of such payment as aforesaid that the said Daniel Dusky be forever barr and the equity of redemption foreclosed and the Court do further order that in default of such payment this Case be referred to James Turner Master Commissioner who is hereby ordered that he proceed and sell the lands in the bill described upon the notice and under the Law regulating the sale of real estate upon executions at Law and that he apply the monies arising there from first to the payment of the Costs herein and that he bring the balance to be applied to the

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payment of this decree into this Court and this Cause is continued, notice
 of appeal by Defendants, said order having been certified to the saide
 Master Commissioner under the seal of Saide Court. was returned on the 14th
 day of October 1846 endorsed as follows to wit. received this writ Sept 3rd
 1846 proceeded to have the lands described in the bill referred to in this
 writ appraised by the oaths of Henry Foy Charles Morrow & George
 Storms at five dollars per acre on the 8th day of Sept 1846. Sept 9th
 1846 advertised said Lands to be sold at the door of the Court House in
 Union County on the 14th day of Oct 1846, and the same having been
 advertised in the Argus a newspaper of general circulation in
 Union County, proceeded to offer saide lands for sale at the door of
 the Court House in Maynville in said County and sold for want of bid-
 ders Oct 14th 1846. James Turner Master Commissioner Union Co. Ohio.
 And afterwards to wit on the 17th day of October 1846 this Cause
 was continued under per one order. and afterwards to wit
 on the 18th day of March 1847, the saide Master Commissioner made
 his further report herein which reads in the words and figures fol-
 lowing to wit, received this writ January 1st 1847, and by virtue of the
 Command thereof I did proceed to advertise the said described in
 the Original Bill for sale and having duly advertised the saide
 Land for sale by publication in the Argus a newspaper of general
 circulation in the County of Union for thirty days previous to the
 day of sale I afterwards to wit on the 20th day of February 1847
 in pursuance of saide notice proceeded to offer saide Land
 for sale at public Auction at the door of the Court House
 in Saide Union County and the same was then and there sold
 & struck off to Lucius Cross at & for the sum of three dollars
 thirty three & one third ct per acre he being the highest and
 best bidder & that being two thirds the appraised value, Febr.
 1847. James Turner, Master Commissioner Union County Ohio,
 And afterwards to wit. on the 5th day of May 1847, an motion to the
 Court by the Counsel for the Complainant and upon producing
 of the return of the proceedings and sale made in this Case
 by the Master Commissioner of this Court. under the order of
 this Court. And the Court having Examined the same, and
 being satisfied that saide sale has in all respects been legally
 made it is ordered that the same be and hereby is approved and
 Confirmed, and that the saide Master Commissioner Execute
 and deliver to the saide purchaser a deed in fee simple for the
 real Estate so by him sold as aforesaid,
 Attest John Cassie Clerk

Mary Hardin
Guardian &c
vs
John H. Hardin &
Mary E. Hardin

Pleas before his Honor James T. Torbert Esq. President James
Christian Myers and Levi Phelps his associates Judges at
a Court of Common Pleas begun and held at the Court House in the
Town of Marysville within and for the County of Union and State of
Ohio on the Thirtieth day of August in the year of our Lord one thousand
eight hundred and forty seven. Be it remembered that heretofore
to wit on the 17th day of October 1846. Mary Hardin Guardian &c by Allison
& Curry her Solicitors filed herein her Petition which reads in the words
and figures following to wit: In the Court of Common Pleas within and
for the County of Union and State of Ohio, Mary Hardin of Union County
Ohio guardian of John H. Hardin and Mary E. Hardin minor Children
of Jesse Hardin. represents that the said Minors are seized in fee
simple of an undivided fourth part of a certain lot of Land
situate in Union County Ohio, being part of Survey No. 7746. Conveyed
to Roger Moody by James Salloway, and which descended to Elias
Moody by her ship, and was conveyed by him to said Minors and others
beginning at the south west original corner of said Survey, thence N 30°
W 69 poles to the corner of George Moody's Lot thence with his line S 51° 04 1/2
W 62 poles to a stone thence S 36° W 62 poles to a stone in the south line thence
with said line N 60° W 44 1/2 poles to the beginning containing seventeen
acres;—that it will be for the benefit and advantage of said Minors and
is necessary for their maintenance and education that all their
interest in said estate should be disposed of.—Your petitioner
therefore prays that said Minors may be made parties defendants to
this petition; that they may answer the same by their guardian ad
Litem to be appointed by this Court; that a guardian ad Litem may
be appointed for said Minors, and that your petitioner may be
authorized to sell and convey all the interest of said Minors in
said real estate under such regulations as are provided by
Law. By Allison & Curry her Attornies; * And afterwards
to wit on the 17th day of October 1846, the following writ of subpoena
was issued which together with the Sheriff's return reads in the
words and figures following to wit, The State of Ohio Union County ss.
To the Sheriff of the County of Union Greeting: Ad Commando quod,
that you summon John H. Hardin & Mary E. Hardin, to appear before
the Judges of our Court of Common Pleas at the Court House, Southwith
to answer a Petition in Chancery, exhibited against them by Mary
Hardin guardian of John H. Hardin & Mary E. Hardin and this they
shall in no wise omit, under the penalty of one thousand dollars,
and have them and them this writ, witness John Cassid, Clerk of
S. S. & our said Court at the Court House this 17th day of October
A. D. 1846. John Cassid Clerk of Com Pleas (Sheriff's return) Served by
a certified copy of this writ, to each of the Defts. W. M. Robinson Sheriff,
and afterwards to wit on the 5th day of May 1847. On motion of Allison Curry
Counsel for the Petitioner. It is ordered that William Winget William
Reed and Levi Lyons being first duly sworn do upon actual

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*

view of the premises make a just valuation of the one undivided fourth part each being the interest of the said John H Hardin and Mary C. Hardin Minors in the following real estate to wit Part of Survey No. 7744. Conveyed to Roger Meady by James Gallaway and which descended to Elias Moody by kinship and was conveyed by him to said Minors and others; beginning at the south west Original Corner of said survey thence N 30° E 19' poles to the Corner of George Meady; thence with his line S 57° E 44 1/2 poles to a stone; thence S 30° W 62 poles to a stone in the south line, thence with said line N 60° W 44 1/2 poles to the beginning containing seventeen acres; and that they return such valuation forthwith and afterwards to wit on the 5th day of May 1847. on motion to the Court by Mess Allison & Curry Counsel for the Petitioner. It is ordered that Mr Doughty be appointed Guardian ad Litem to the infant Defendants and thence the said Mr Doughty appeared in open Court and accepted said Appointments and afterwards to wit on the 3rd day of May 1847. The Doughty Guardian ad Litem for the infant Defendants filed herein their joint answer which reads in the words and figures following to wit The joint Answer of John H. Hardin and Mary C. Hardin infant Defendants to the bill of Mary Hardin Guardian by J. C. Doughty their Guardian ad Litem and the said John H. Hardin and Mary C. Hardin by J. C. Doughty their Guardian ad Litem now Come and for answer to the said bill of the said Mary Hardin Guardian say that I have no knowledge of the matters and things set forth in said bill and submit the rights and interest of the infant Defendants to the sound discretion of this Court. J. C. Doughty Guardian ad Litem for the Defendants John H. Hardin Mary C. Hardin, and afterwards to wit on the 4th day of May 1847 the following Affidavit was filed herein which reads in the words and figures following to wit The State of this Union County St. Mary Hardin Guardian &c vs John H. Hardin & Mary C. Hardin. In Union Court Pleas Petition to sell land. J. Ray, P. Morse make oath and say that it would be for the benefit and advantage of the said Minors John H. Hardin & Mary C. Hardin and that it is necessary for the maintenance and education of the said John H. & Mary C. to sell the interest of the said Minors in and to the land in the Bill, in this case mentioned as I verily believe and further sayeth not Ray J. Morse. Sworn to and subscribed in open Court this 4th day of May 1847. John Cassil Clerk. Alike Order of Appraisement having been certified to the said Appraisors under the Seal of said Court. was returned on the 5th day of May 1847. together with the Appraisors report which report reads in the words and figures following to wit. in Compliance with an Order from the Court of Common Pleas of the County of Union State of this in which we the undersigned were appointed to appraise the interest of John H. Hardin and Mary C. Hardin in a lot of land named in said Order containing seventeen acres

* This should have been in the margin of page 65

We would report that after being duly sworn as the Law directs we
 do appraise the interest of John H Hardin & Mary E Hardin
 to be worth twenty nine dollars seventy five cents each making
 fifty nine dollars fifty cents. Given under our hands and
 seals this 5th day of May 1847. W^m Winger & Levi Lyons
 W^m Reed. And afterwards to wit on the 5th day of May 1847. On
 motion to the Court by Allison & Henry Counsel for Petitioner and upon
 producing the appraisement herein made by William Winger William
 Reed and Levi Lyons under a former Order of this Court It is ordered
 that the said Mary Hardin as Guardian of John H Hardin and
 Mary E Hardin proceed according to Law to sell the said interest
 of the said John H Hardin and Mary E Hardin in the real
 estate in said petition described and upon the following
 terms to wit terms Cash in hand, said order of sale having been
 certified to the said Guardian under the seal of said Court was return-
 ed on the 4th day of August 1847. endorsed as follows to wit Mary Hardin
 Guardian of John H & Mary E Hardin. In Union Com Pleas
 Petition to sell land. In pursuance of an Order of Sale made at the
 May term 1847 of said Court I gave notice of Sale in due form of
 Law and at the time and Place mentioned in said notice for
 said sale to wit at the door of the Court House in the town of Mans-
 ville Ohio on the 27th day of July 1847. I offered said property at
 public vendue and John Blake having bid therefor seventy six
 dollars and he being the highest and best Bidder and the
 same being more than two thirds of the appraised value thereof
 I struck off and sold the same to him for that sum. I published
 of notice July 30th 1847. Mary Hardin Guardian of John H & Mary E
 Hardin. By Allison & Henry Her Atty. And afterwards to wit
 on the 5th day of August 1847. On motion to the Court by Messrs Allison
 & Henry Counsel for the Petitioner and upon producing the return of the
 proceedings and sale made by the said petitioner as herein before ordered
 and the Court having examined the same and being satisfied that
 said sale has in all respects been legally made. It is ordered that the
 same be and hereby is approved and confirmed and that the said
 petitioner execute and deliver to said purchaser a deed in fee
 simple for the real estate so by her sold as aforesaid,
 Attest John Cassil Clerk,

Caswallader Wallace
 vs
 Arthur Watts & the
 Unknown heirs & Deeds
 of William Petty dec'd
 Defendants

Pleas before his Honor James S. Robert Esq. President James R. Smith
 Christian Myers and Levi Phelps his Associates Judges at a
 Court of Common Pleas begun and held at the Court House in the
 Town of Mansville within and for the County of Union and State
 of Ohio on the fourth day of May in the year of our Lord
 one thousand eight hundred and forty seven,

in direct we
 to Mary E Hardin
 to each making
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 Lyons
 May 1847. On
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 Union and State
 of our Lord

Be it remembered that heretofore to wit on the 38th day of July
 1846 W Wallace by J Mason his solicitor filed herein his bill in Chancery
 which reads in the words and figures following to wit In the Court of Common
 Pleas in and for the County of Union in the State of Ohio in Chancery setting, your
 Petitioner hadwall aden Wallace of Ross County in said State would respectfully
 represent and shew to your honors that one William Petty late of the State of Virginia
 who deceased was in his lifetime the owner in fee simple of the tract of land
 hereinafter particularly described namely survey N^o 4903 of One hundred
 Acres situate lying and being in the County of Union aforesaid between the
 Little Miami River and the Sciota River in the Virginia Military Reservation
 in the State of Ohio on the waters of Grady Creek beginning at two sugar trees
 and a hickory Easterly Corners to Hughes Woodsons Survey N^o 5008 running with
 his line north thirty seven degrees west one hundred & thirty six poles to two hickory
 & a sugar tree in his line and Corner to John Arnolds Survey N^o 5142 thence with
 Arnolds line & Course thence north eighty degrees East two hundred and
 ninety eight poles to two sugar trees in the line of James Smiths Survey N^o 3349
 then south fifty three degrees west two hundred & sixty seven poles to the beginning
 with the appurtenances which tract of land so described as aforesaid was
 granted by the United States to the said William Petty by patent dated June
 the twenty first eighteen hundred and fourteen as by an exemplified copy
 of said patent herunto attached will more fully and at large appear and
 to which for greater Certainty herein your petitioner refers and prays that
 the same may be taken as part of this his Petition. And your petitioner
 further states & shews that many years ago and he supposes it was
 between the years 1818 and 1823 one — Agent of the County of Halifax in the
 State of Virginia then acting as the duly constituted agent of the said William
 Petty then also living in the same County sold and transferred to one Scot
 John Watts then of Bedford County in the State of Virginia the tract of
 land above described and the warrant N^o 4162 in favor of the said
 William Petty & in virtue of which the said land was located supposing
 at the time that the land had not been granted by Patent this contract
 between the said Watts and the said Hunt as agent for the said
 Petty was in writing, the Consideration agreed to be paid and which
 was paid for the said land was sixty dollars. And your petitioner
 further states that the said William Petty departed this life many
 years ago but when your petitioner is not informed leaving heirs residing
 out of this State but whose names and places of residence out of this State
 your petitioner has no knowledge or information. the said William Petty had
 not at the time of his death either by himself or by his agent conveyed the
 legal title to the said tract of land to the said John Watts or to any other
 person but died seized thereof in trust for the said Watts who had purchased
 and paid for the same as aforesaid. and who was the owner of the equitable
 title thereto. And your petitioner further states that the said John Watts
 departed this life about the year eighteen hundred and
 having previously made his last Will & testament & thereby devised
 the said tract of land to his son Arthur Watts of Ross County in this

Date which will was after the death of the said John Watts proved and ad-
 mitted to record in said County to a copy of which will duly authenticated
 your petitioner refers for greater certainty leaving and prays that the same
 may be taken as part of this his petition. your petitioner afterwards and
 about the seventh day of May 1836 in consideration of the sum of one hundred
 dollars paid therefor purchased the said tract of land of the said Arthur
 Watts and as evidence of such purchase took from him an instrument
 of writing which is herewith attached marked (A) and to which your
 petitioner refers and prays that the same may be taken as part of
 this his petition. And so your petitioner has become possessed of the equita-
 ble title to the said tract of land and entitled to have the legal estate
 vested in him as the owner thereof, your petitioner further shows that
 the said John Watts placed the contract between himself and the Agent
 of Petty aforesaid together with the letters of attorney from said Petty to said
 Agent in the hands of some gentleman in Virginia of the legal profession
 with directions to obtain a deed of conveyance or other sufficient
 evidence of title from the said Petty and your petitioner is informed
 and believes that through neglect or other cause unknown to him
 the papers including the said contract aforesaid which had been
 placed in the hands of the said lawyer were lost or mislaid and
 that in consequence thereof the legal title never was obtained from
 the said Petty in his lifetime but the same was vested in him at
 his death whether he made a will or not and if he devised his lands
 who his devisees were your petitioner has no knowledge or information
 your petitioner further says that the said John Watts in his lifetime and by
 said son & devisee Arthur Watts after the death of his said father paid the
 taxes assessed on the said tract of land regularly up to the time of the sale
 thereof to your petitioner as before set forth and your petitioner has paid
 & caused the taxes thereon since to be regularly paid and has made lasting
 and valuable improvements on the same land and in all other respects
 has used it as his own. your petitioner therefore prays that the said Arthur
 Watts may be made defendants to this petition and that he be requested
 to answer the same under his oath as fully as if the same were again rep-
 eated & he interrogated thereunto and that the unknown heirs or devisees of
 the said William Petty be made defendants to this petition and that they
 be requested to answer the same to this end your petitioner further
 prays that the writ of Subpoena may be issued directed to the proper
 Officer of Ross County Commanding him to subpoena the said defendant
 Arthur Watts to be and appear before this honorable Court at such time &
 place as shall be therein specified to answer &c and that your Honors would
 make an order directing the mode in which your petitioner shall give notice
 to the said unknown heirs or devisees of the said William Petty. And if the pendency
 &c of this petition and that the said Arthur Watts may be compelled to release
 & quit claim all his right and title in the said tract of land to your petitioner
 and that the said unknown heirs or devisees of the said William Petty
 may be compelled to convey by a deed duly executed the said

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 to release
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 William Petty
 ce the said

tract of land to your petitioner with such conveyances of title as may be
 proper in the premises and that your petitioner may have such other
 & further relief as may be consistent with equity & good conscience
 Mason solo for. R Wallace Comptd. The State of this Ross County Va.
 Personally Came Cadwallader Wallace the above named Complainant
 before me James M. Cain a Justice of the Peace in for the County of Ross in
 said State and on oath to him by me duly administered he does declare
 and say that he is informed and does truly believe that William Petty who
 was a citizen of the State of Virginia died many years ago leaving heirs
 at law Capable of inheriting his Estate but whether he died testate or in tes
 tate this deponent has no knowledge or information and that this deponent
 does not know either the number the names or the place of residence of his
 said heirs nor of his devisees if he made a will & thereby disposed of his Estate
 And further this deponent says that Cadwallader Wallace doth
 subscribed this twentieth day of July A.D. 1846. before me James M. Cain Justice
 of the Peace, The State of this Union County Va. August S. Hulletton Clerk of the Court
 of Common Pleas for the County aforesaid do certify that James M. Cain to go before
 whom & whose the foregoing Affidavit was taken was at the time of taking
 the same and now is an acting Justice of the Peace in and for the County
 aforesaid duly Commissioned and sworn as such. Given under my
 hand & seal of Office this 21st day of July, A.D. 1846. August S. Hulletton Clerk
 + Said exhibit marked A. referred to in the foregoing bill and filed therewith
 reads in the words and figures following to wit: For and in Consideration
 of the sum of one hundred Dollars paid to me the undersigned by
 Cadwallader Wallace I do hereby sell assign transfer and convey
 unto the said Wallace the Survey No 4903 made in the name of William
 Petty for 100 acres of land on the waters of Darby's Creek in Union County
 Given under my hand this 7th day of Nov 1836. Arthur Watts, Clerk
 John G. Scott, Said Patent referred to in the foregoing bill and filed therewith
 reads in the words and figures following to wit: James McAdison President
 of the United States of America, To all to whom these presents shall come
 greeting. Know ye that in Consideration of military services performed
 by William Petty, a Soldier for three years to the United States in the
 Virginia line on Continental establishment and in pursuance of an act
 of the Congress of the United States, passed on the 10th day of August in the
 year 1790, entitled an act to enable the Officers and Soldiers of the
 Virginia line on Continental establishment to obtain titles to certain
 lands lying north west of the river Ohio between the Little Miami
 and Sciota. And another act of the said Congress passed on the 9th day of
 June in the year 1794, amendatory of the said act, there is granted by the said
 United States unto the said William Petty, a certain tract of land containing
 one hundred acres situate between the Little Miami and Sciota rivers
 north west of the river Ohio, as by survey bearing date the fifteenth day of
 January in the year of our thousand eight hundred and ten, and bounded
 and described as follows to wit: Survey of one hundred acres of land
 on a military claimant No 4162, in favor of the said William Petty, on the

waters of Carby's Creek beginning at two sugar trees and a hickory eastwardly corner
to Hugh's Woodson's Survey N: 25008, running with his line north thirty seven degrees
west one hundred & thirty six poles to two hickories and a sugar tree in his
line and corner to John Arnold's Survey N: 5142, thence with Arnold's line
and course thence north eighty degrees east two hundred ninety eight poles
to two sugars in the line of James Skillins Survey No. 3349, thence south fifty three
degrees west two hundred & sixty seven poles to the beginning with the appertinances
to have and to hold the said tract of land with the appertinances unto the
said William Petty, and his heirs and assigns forever. In witness
whereof the said James Madison President of the United States of
America hath caused the seal of the General Land Office to be hereunto
affixed and signed the same with his hand at the City of Washington
the 21st day of June in the year of our Lord one thousand eight hundred
and fourteen, and of the Independence of the United States of America
the thirty eighth, James Madison, By the President (s) Edw. C.
Yiffin, Commissioner of the General Land Office, General Land
Office 9th Decr 1828. I do hereby certify that the foregoing is a correct
copy of the Patent granted by the United States to William Petty,
agreeably to the Records of this Office. In testimony whereof I have
hereunto set my hand and caused the seal of this Office to be
affixed at the City of Washington on the day and year above
written Geo. Graham Commissioner, and afterwards to wit
on the 21st day of July 1826, Arthur Watts by Jas. Green his solicitor-plea-
ner in his answer to the foregoing bill which reads in the words and figures
following to wit: The answer of Arthur Watts of the County of Pass to a
bill in Chancery exhibited against him and others in the Court of Common
Pleas of Marion County Ohio by Cadwallader Wallace, this respondent
saying he for answer to so much of said bill as he is advised it is material
for him to answer, he answers and says, that John Watts late of Bedford
County Virginia the father of this respondent by his last will and
testament devised among other lands the said survey N: 4903 for one
hundred acres to this respondent that respondents father had paid as respon-
dent is advised & believes the taxes on said land up to the time of his
death & respondent continued to pay taxes on the same until the time
of the transfer of the same to Complainant that at the date of the
paper marked (A) and exhibited with Complainants bill respondent
for the consideration therein expressed sold & transferred to Complainant
all his respondents right & interest in the said 100 acres and executed
the paper to which his signature is attached since which time he respondent
has had nothing to do with said land, respondent views it as the Petty land
but as to the origin of the title, whether patented to Petty or not, and the
circumstances under which his said father became possessor of the same
respondent knows nothing and can therefore say nothing, respondent
supposes and has no doubt that his said father had good title either
legal or equitable to said land but how he became so possessed he cannot
state and as to all the other matters in said bill respondent being

ignorant can make no further answer and having fully answered the
 prays to be herein dismissed with his Costs &c Arthur Watts, Sr & Son
 Sol for Deft. The State of Ohio, Ross County vs Arthur Watts defendant
 in the foregoing case personally came before me and made oath that
 the facts set forth in the foregoing answer of his own knowledge are true
 and thereon stated an information derived from others he believes to be true
 Arthur Watts sworn to and subscribed before me this 18th day of July A.D. 1846 James
 McLean Justice of the Peace, The State of Ohio, Ross County vs J. August Fullerton
 Clerk of the Court of Common Pleas for the County aforesaid do certify that
 James McLean Esq. before whom the foregoing affidavit was taken, was at
 the time of taking the same and now is an acting Justice of the Peace in and
 for the County aforesaid duly Commissioned and sworn as such given
 under my hand & seal of Office this 20th day of July A.D. 1846 August S. Fullerton
 Clerk And afterwards to wit on the 28th day of July 1846 on motion by J. Mason
 Counsel for the Complainant & it appearing to the Court by the affidavit
 of the Complainant annexed to this Petition filed in the above entitled case
 that the heirs of the said William Petty and his devisees if he had such devisees
 are now residents of this State and that their names and place of residence
 are unknown to him the said Compt. it is ordered that notice of the pendency
 of this suit and of the substance of the Bill and prayer thereof be publish-
 ed for six consecutive weeks in the Argus a newspaper printed in this
 County previous to the next term of this Court to which time this cause
 is continued, and afterwards to wit on the 14th day of October 1846 this
 day came the Plaintiff and proved publication of notice since this
 cause is continued, said notice and proof read in the words
 and figures following to wit The State of Ohio, Miami County, Court of Com-
 mon Pleas, In Chancery, Codwallader Wallace vs Arthur Watts & the
 unknown heirs devisees of W Petty deceased defts. In pursuance of an order
 of the Court at their July Term A.D. 1846 the unknown heirs and devisees of
 William Petty deceased, are hereby notified that on the 28th day of July 1846 Cod-
 wallader Wallace of Ross County Ohio filed in said Court a Bill in Chancery
 against the said unknown heirs and devisees stating in substance that one
 Trust as agent for William Petty then of the State of Virginia sold for a
 valuable consideration to one John Watts the equitable interest of the said
 Petty in a certain tract of 100 acres of land Survey No 49 B. lying between
 the Little Miami and Scioto rivers in the County of Miami in the Virginia
 Military Reserve in the State of Ohio and also the warrant 184162 of the
 said Petty in virtue of which the said land was located and afterwards
 patented by the United States to the said Petty, and described as being
 on the waters of Darby Creek beginning at two Sycamores and a hickory
 easterly corner to Hughes Woodsons Survey No 5008 thence &c But that said
 Petty had either by himself or by his agent failed to convey the legal title
 to the said land, and had died seized thereof; that the Complainant
 became the equitable owner of the said tract of land by purchase for
 valuable consideration in 1836 of one Arthur Watts, to whom the
 same had been devised by John Watts, his father, that the written

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contract by which John Watts had purchased of the said agent
 of the said Petty and also the letters of Attorney from said Petty to
 said — must have become lost or mislaid that said John and
 Arthur Watts had paid the taxes on said land for many years and
 that Complainant had also paid the taxes and made lasting improve-
 ments on the same since he became the owner thereof. The bill prays that
 the heirs and devisees of said Petty be compelled by decree to convey
 the legal title to said land descended or devised to them to Complainant
 by deed containing proper covenants of title and the said heirs and
 devisees are further notified that unless they appear and plead answer
 or demurr to said bill within sixty days after the next term of said Court
 the said Complainant at the term next after the expiration of the
 said sixty days will apply to said Court to take the matters of the said
 Bill as confessed and to decree accordingly. Reasons for Compl't.
 Dated July 26th 1846. Said Proof reads as follows to wit. Personally came into Court
 Court P. B. Cole publisher of the Argus a newspaper printed and of general
 circulation in Miami County and being duly sworn says that the notice a copy
 whereof is herewith attached was published in said newspaper for six weeks con-
 secutively prior to the present term of the Court of Common Pleas for said County
 to wit for six consecutive weeks from and after July 25th 1846. P. B. Cole,
 sworn to & subscribed in open Court Oct 17, 1846. John Cassie Clerk.
 And afterwards to wit on the 6th day of May 1847. This cause came on to be heard
 up on the bill of the complainant answer of the defendant Arthur Watts and the
 Exhibits (the said unknown heirs of William Petty dec'd. still failing to appe-
 ar. plead answer, or demurr to said bill) on considerations whereof, and the
 Court finding the law and equity of the case to be with the complainant, it is
 ordered & decreed as follows namely that said bill be taken for confessed as
 against the said unknown heirs and devisees of the said William Petty dec'd and
 that they the said unknown heirs and devisees within thirty days ex. ante
 & deliver to the complainant a good and sufficient deed in fee simple with
 covenants of special warranty for the land in the bill described and against
 incumbrances made or done by themselves which tract of land is described
 as one hundred acres survey Number forty nine hundred and three (4903)
 lying between the Little Miami and the Sciota rivers in the County of Miami
 in the State of Ohio in the Virginia Military reserve being on the waters of Darby
 Creek beginning at two sugar trees and a hickory easterly corner to Hughes Woodson's
 survey N^o 5508 thence with his line north thirty seven degrees west one hundred
 and thirty six poles to two hickory and a sugar tree in his line and come
 to John Arnold's survey Number fifty one hundred and forty two (N^o 5142)
 thence with Arnold's line and course thereof north eighty degrees east two
 hundred two hundred and ninety eight poles to two sugar trees in the
 line of James Jenkins survey Number thirty three hundred and forty
 nine (N^o 3349) thence south fifty three degrees west two hundred and
 sixty seven poles to the beginning with the appurtenances. and it is
 further ordered and decreed that the said Arthur Watts defendant
 within thirty days release and quit claim all his right

John Berge
 Samuel B. Alling

Said Agent
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title interest. Claim or demand in law or equity in and to said land
 to the Complainant. And that each of said unknown heirs and devisees
 within thirty days pay the Costs of this suit and in default thereof that
 Execution issue therefor as upon Judgments at Law,
 Attest John Cassil Clerk,

John Berge
 vs
 Samuel Ballinger

Pleas before his honor James S. Robert Esq. President James R. Smith Esq. Christian
 M. G. and Levi Phelps his associates Judges at a Court of Common Pleas
 in and held at the Court House in the Town of Mansfield within and
 for the County of Union and State of Ohio on the fourth day of May in
 the year of our Lord one thousand eight hundred and forty seven,
 Be it remembered that heretofore to wit on the 25th day of March 1847 the
 Plaintiff in this case filed herein the following transcript which reads in
 the words and figures following to wit.

John Berge	July 3 rd 1845	Summons issued delivered to Const. Hall returned
vs		
Samuel Ballinger	the 12 th inst at 3 o'clock P.M. ret. endorsed served on defendant	
Cost \$ 15.19	the 4 th day of July 1845 by copy left with his wife service and	
Justice fees on sum 12 ⁵⁰	mileage 37 cents Henry Hall Const July 12 th 1845. Defendant	
July 12 ⁵⁰	failed to appear therefore judgment rendered by default	
fifa 25	on a note of which the following is a copy \$15.00	
fifa 25	State of Ohio Logan County James P. T. twelve months after	
fifa 25	date I promise to pay Henry Stevens or heirs fifteen	
fifa 25	Dollars for value received as witness my hand April 19 th	
fifa 25	1844. Samuel Ballinger Interest being calculated it appears	
3 Bonds 75	there is fifteen Dollars and 19 cents due Plaintiff therefore	
Bond 25	judgment is rendered against Defendant for the sum of	
Exhibit 25	fifteen dollars + 19 cts debt and 87 cts cost - July 22 nd	
Transcript 31	1845 fifa issued delivered to Cost Hall fifa returned	
cost law on sum 3.86	endorsed no property found out whereon to levy Aug 4 th 1845	
fifa 40	fees 40 cts Hen Hall Const Nov 10 th 1845. Recd of Resp Agent	
fifa 35	McNary \$5.00 to pay costs Nov 10 th 1845 upon the affidavit of	
fifa 70	McNary execution issued for goods chattels and body of	
Bond 60	Defendant delivered to Const. Gladhill fifa returned	
do 55	endorsed. No property found whereon to levy and the within	
do 60	named defendant not found in the County Nov 18 th 1845	
do 60	fees 35 cts W Gladhill Const. Feby 4 th 1846 fifa issued	
fifa 35	Delivered to Const. Gladhill returned endorsed by Justice	
fifa 35	of the within writ levied on our warrant Clerk and	
\$4.87 1/2	one Bureau turned out by defendant's wife no sale	
	for want of bidders this 5 th day of March 1846, fees 10 cts	
	W Gladhill Const March 7 th 1846. Bond issued delivered to Const Glad	
	hill returned endorsed no sale for want of bidders April 4 th 1846, fees 30 cts	
	W Gladhill Const May 28 th 1846. Bond issued delivered to Const Gladhill	

returned endorsed no sale for want of bidders June 27th 1846, fees 55 cts. W. Gladhill
 Const. June 31st 1846. Writ issued delivered to Const Gladhill July 25th
 1846, recd. of D. Danforth 47c being my fees in the above case Geo. Hall Const
 July the 31st 1846. Recd. of D. Danforth \$2.88 cts in full of my fees to this date W.
 Gladhill Const. Writ returned endorsed no sale for want of bidders and no more
 property found whereon to levy July 31st 1846, fees 6 cts. W. Gladhill Const. July 31st
 1846. Writ issued delivered to Const Gladhill writ returned endorsed two
 Dollars and 38 cts made by sale of the following property to wit. One Downan Bird off
 by Sarah Spotts at \$138 cts and one mantle Clock Bird off by same at \$1.00
 Aug 22nd 1846, fees 6 cts returned the same and paid the balance to Justice W.
 Gladhill Const. Sept 5th 1846. Writ issued delivered to Const Hall, returned end
 orsed no property found whereon to levy Sept 15th 1846, fees 35 cts Geo. Hall Const
 Nov 24th 1846. Writ issued delivered to Const Hall returned endorsed no property
 found whereon to levy Dec 16th 1846, fees 35 cts Geo. Hall Const. March 10th 1847. It is
 suggested to me by Plaintiff's agent that said Defendant is possessed of lands liable
 to levy and said execution David Danforth J.P. Thereby certify the foregoing
 to be a true copy of my proceedings in the case of John Berge vs Samuel
 Wallinger March 10th 1847. David Danforth J.P. And after reads to wit on the
 25th day of March 1847. A writ of Seisfacias was issued in this case which
 said writ together with the Sheriff's return thereon reads in the words and
 figures following to wit. The State of Ohio Union County ss. To the Sheriff of said
 County Greeting. Whereas John Berge on the 12th day of July AD 1845 recovered a
 judgment before David Danforth one of the Justices of the Peace within and
 for the said County of Union for the sum of fifteen Dollars and nineteen
 cents debt and eighty seven and one half cents costs against Samuel Wal
 linger upon which said judgment an execution was issued by the said
 David Danforth and returned no goods found whereon to levy, and it
 having been suggested to the said David Danforth that the said Samuel Wallinger
 is possessed of lands and tenements, as it appears by a manuscript 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 Samuel Wallinger 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 consider of him in this behalf; and have you
 return there this writ. Witness John Cassil Clerk of said Court at the Court
 House in Marysville this 25th day of March AD 1847. John Cassil Clerk, (Sheriff's
 return) April 27th 1847. Served this writ by leaving a true copy at the
 residence of Samuel Wallinger Jus service 35 copy 25. mileage 65 = 125 Philip
 Smider Sheriff and afterwards to wit on the 7th day of May 1847. Seisfacias upon
 suggestion of lands. Judgment before David Danforth J.P. July 12th 1845. Judgment
 Debt \$15.19. Interest Costs 3.06 least Jus 4.87 Paid by Plaintiff an Costs \$5.00
 lev by sale of property on execution before Justice \$2.38. In this case the Defendant
 having failed to appear and show cause why &c It is ordered that the
 said Plaintiff have his execution against the lands and tenements

Richard Waller
 Esq
 Lynn Starbuck

us 55. et. M. Hlaech
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of the said defendant to satisfy said judgment and costs with their
 interest and also for his costs herein expended there is at dollars
 and cents,
 Attest John Cassie Clerk,

Richard Wallace vs. Christian Myers and Levi Phelps his associate judges. at a Court
 of Common Pleas begun and held at the Court House in the Town of Mary
 Swille within and for the County of Union and State of Ohio. On the
 fourth day of May in the year of our Lord one thousand eight hundred
 and forty seven. Be it remembered that heretofore to wit on the 4th
 day of April 1846, Richard Wallace by W. Lawrence his solicitor filed
 herein his bill in Chancery which reads in the records and figures fol-
 lowing to wit. To the Honorable the Judges of the Court of Common Pleas when
 in Chancery sitting. Humbly complaining sheweth unto your Honors your
 Orator Richard Wallace a resident of this County that heretofore to wit
 on or about the year 1838, or one Sime Darling of the County of Franklin and
 same State sold as your Orator is informed and verily believes to one Wm Snuffin
 now of Indiana the following described premises situate in this County and County
 of Champaign bounded and described as follows to wit being part of Survey No 2689
 on Darby's Creek beginning at a black oak tree and a sugar tree on said creek thence
 158 to 250 poles to a sugar tree 200 poles and oak thence 134 & 70 poles to two sugar trees
 thence 152 to 253 poles to 3 Elm & Hickory and two Du Ruyes on the bank of the creek thence
 up the creek with the meadows to the beginning containing one hundred sixteen and
 1/2 acres. That in the year 1839 your Orator came to this County and found said
 Snuffin in possession of said land. that said Snuffin assured your Orator that
 he had paid in full for said land to the said Darling that the land had been
 sold by Darling to said Snuffin in a wild and uncultivated State to the
 said Snuffin at or about the sum of six dollars per acre that the land was sold
 with the improvements made by Snuffin at about eleven dollars per acre to your
 Orator. that said Snuffin soon after left and removed to the west your Orator
 further charges that the contract between Sime Darling and Snuffin not a deed
 in fee was an assignable article of agreement that Snuffin conveyed his whole right
 to the premises to your Orator and received his full pay for the same (1200 \$) that since
 that the said is gone the said Darling arranging that he never did convey the same
 to the said Snuffin commenced his action against your Orator in ejectment
 and obtained a judgment at a former term of this Court by default that your
 Orator could not produce the deed from the said Darling to the said Snuffin
 if it ever existed and consequently constant default. your Orator further
 charges that Snuffin had paid the said Darling a large sum of money on
 said contract if not the whole purchase money that your Orator was entitled
 to the whole benefit of said contract as will more fully appear by the agree-
 ment and deed herein filed and prays to be taken as a part of

this his bill marked (A+B) that the said Lysie Starling still holds the contract
 act with Snuffin and if not paid up for the land still holds the note
 or notes of the said Snuffin and has not tendered nor offered to receive the
 Contract in any way as your Orator verily believes that your Orator
 applied to said Starling and asked that if Snuffin still owed him
 your Orator might be placed on the same footing in the Contract that
 was occupied by the said Snuffin which the said Starling allowed and
 confirmed whereupon your Orator has gone on and paid large sums for taxes
 on said premises and expended large sums of money in improvements holding possession
 and in holding house &c that the said Starling will removing the premises out
 combining with others conspire to injure and wholly ruin your Orator has
 caused his writ of possession to be issued and put into the hands of Wm Robinson
 Sheriff of this County, who declares himself about to put your Orator out and
 the said Starling into possession of the said lands though a large part lies
 out of the County and out of the jurisdiction of this Court your Orator there
 fore sues the said Lysie Starling Wm Snuffin and Wm Robinson Defendants
 all of which actions and things are contrary to equity and good conscience
 and tend manifestly to the injury of your Orator your Orator therefore prays
 that the said Defendants may be compelled to answer all and singular the charges
 herein contained as fully and particularly as if here again specifically interoga
 ted and the said Starling may state by what Contract or agreement the said Snuffin
 holds the same whether he paid for the same in full and if not that an account
 may be taken and stated of the balance due from thereon and that an final
 hearing your Honor would order and decree a deed to your Orator for the
 premises upon paying any balance which may still be equitably due said
 Starling and that your Honor would allow injunction to stay proceedings at law
 until this cause is heard and that your Orator may have such other and further
 relief in the premises and as in duty bound &c By Wm Lawrence his sole
 State of this Union County of Union personally came Richard Wallace who being
 duly sworn according to law says that the matters and things stated in the foreg
 oing Bill are true in substance and in fact as he verily believes Richard
 Wallace Sworn to and subscribed this 4th day of April 1846 before me Amos
 A Williams of said District as follows to wit I allow a writ of
 Injunction in this case upon Complainant giving security in the sum of \$100.00
 to the adverse party at the acceptance of the Court Levi Phelps Associate Judge
 said Bond was filed on the 4th day of April 1846 and reads in this words and figures
 following to wit I then all men by these presents that we Richard Wallace by virtue
 Phelps Richard Wallace jr are held & jointly bound unto Lysie Starling & Wm Robinson
 in the sum of one hundred dollars to the payment of which we jointly and severally
 bind ourselves our heirs executors and administrators sealed with our seals
 and dated this 4th day of April AD 1846 the condition of the above obligation
 is such that whereas the above named Richard Wallace has obtained
 the allowance of an Injunction from Levi Phelps one of the Associate
 Judges of our Court of Common Pleas of the County of Union and State of Ohio to
 stay all further proceedings upon a judgment in ejectment obtained
 in said Court of Common Pleas by the said Lysie Starling against

holds the Court
 holds the note
 a to receive the
 at your Orator
 still owed him
 Contract that
 allowed and
 him for taxes
 to holding possession
 premises but
 your Orator has
 and of W M Robinson
 Orator and now
 large part his
 your Orator there
 no Defendants
 and conscience
 therefore prays
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 with our seals
 above obligation
 has obtained
 the Associate
 State of Ohio, to
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 ling against

the said Richard Wallace at the May term thereof A D 1845 for the recovery
 of a certain tract of land in said County of Union until the matter thereof can
 be heard in equity, now if said Richard Wallace shall pay all costs that may be
 decreed against him in case said Injunction is dissolved then this obligation
 shall be void otherwise in full force and virtue in Law. Richard ^{his} ~~Wallace~~ ^{Wallace} ~~Wallace~~
 Sylvester Phelps and Richard Wallace ~~and~~ Examined & approved April
 11th 1846. John Cassil Clerk, and afterwards to wit on the 4th day of April 1846
 the following writ was issued to wit. The State of Ohio in County of Union
 Sheriff of the County of Union Greeting, We command you, that you summon
 Starling W M Robinson to appear before the Judge of our Court of Common Pleas
 at the Court House, on the first day of our Term next ensuing to answer a
 Bill in Chancery exhibited against them by Richard Wallace and this
 they shall in no wise omit, under the penalty of one thousand Dollars: and
 have then and there this writ, Witness John Cassil, Clerk of our said Court, at the
 Court House, this fourth day of April A D 1846. John Cassil Clerk of Com Pleas.
 Said writ was endorsed, Injunction allowed and bail given, and afterwards to
 wit on the 4th day of April 1846. Said writ was returned endorsed, Signe Starling
 Acknowledges service of this writ. Swan & Anderson Solrs for Starling. I acknowledge
 service April 2nd 1846. W M Robinson, and afterwards to wit on the 29th day of July
 1846. By consent of Parties the Bill in this case is to stand dismissed by the Court and
 at Complainants cost, at the October term 1846, unless before that time the Complainant
 pay the Defendant Starling or pay into the hands of the Clerk of this Court for
 the said Starling the sum of One hundred and thirty eight dollars 81 cents
 with interest from Aug 4. 1846. and in case said money is so paid a decree
 shall be entered at said October term for the conveyance by the said Starling
 to Complainant of the land mentioned and described in the title bond made
 by said Starling to William Snuffin and decree against Complainant
 for Costs hereon. Continued, and afterwards to wit on the 15th day of October
 1846. By consent of Parties the Bill in this case is to stand dismissed by the Court
 and at Complainants Costs at the Spring term 1847, unless before that time
 the Complainant pay the defendant Starling or pay into the hands of
 the Clerk of this Court for the said Starling the sum of One hundred and
 thirty eight dollars eighty one cents with interest from August 4th 1846
 and in case said money is so paid, a decree shall be entered at said
 Spring term for the conveyance by the said Starling to the Complainant
 of the land mentioned and described in the title bond made by said
 Starling to William Snuffin and decree against Complainant for
 Costs hereon, and afterwards to wit on the 7th day of May 1847. The
 said Wallace having paid the sum of One hundred and forty five
 Dollars five Cents principal and interest mentioned in the former
 Order in this case. It is in pursuance of said former Order. Ordered adju
 -ged and decreed as follows: the said Signe Starling shall within thirty
 days make and execute to said Wallace in full simple and in pursu
 -ance of the title bond in the bill mentioned a deed for said premises in
 the bill described and in default thereof this decree shall operate as
 such conveyance the said Wallace shall within Sixty days

pay the costs which accrued in the action of ejectment mentioned in the bill and the costs herein taxed at — dollars. And in default thereof that execution issue herein therefor as upon judgments at law.
 Attest John Cassel Clerk,

Samuel N. Davis
 vs
 Abel B. Patch

Pleas be for his Honor James T. Ford Esq. President James R. Smith Christiana Myers and Levi Phelps his Associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. On the 7th day of May in the year of our Lord one thousand eight hundred and forty seven. Be it remembered that herebefore to wit on the 7th day of March 1848 the Petitioner by Allison Henry his Attorney filed herein his Petition which reads in the words and figures following to wit. To the Court of Common Pleas in and for the County of Union and State of Ohio Samuel N. Davis of the County of Madison and State of Ohio Guardian of Abel B. Patch a minor child of Samuel Patch late of said Union County deceased represents that the said minor is seized in fee simple of one undivided eighth part of certain lots of land situate in said County of Union and lot bounded as follows viz being part of survey No 508 patented to Hugh Woodson beginning at a red oak and birch tree one hundred poles from the southwest by corner of said Woodson's survey No 508 there being seventy acres of said survey sold to Mr. Cronow belonging to Samuel Harris out of said Cornwallance No 504 poles to three iron rods then James Sugars corner thence with said Sugars line N 52. 6 1/2 poles to a red elm and dogwood thence N 37. 6 5/4 poles to a beech red oak and white oak thence N 52. 14 1/2 poles to the beginning containing sixty one acres and 88 poles more or less the other being part of survey No 508 and bounded and described as follows to wit beginning at two white ash red oak and maple thence N 37. 6 1/2 poles to a red elm and dogwood corner to land formerly owned by William Brown and afterwards by Samuel Patch thence with said Patch's line N 52. 14 1/2 poles and sixteen links to a swamp beech two ash and maple N 37. 15. 11 1/2 poles to two sugar trees and a stake thence N 53. 6. 46 poles and 16 links to the beginning containing forty 8 acres more or less that it is necessary for the maintenance of said minor that all his interest in said lot should be disposed of. Your Petitioner therefore prays that said minor may be made defendant to this petition that he may answer the same by his Guardian ad litem to be appointed by this Court and that your Petitioner may be authorized to sell and convey all the interest of said minor in said real estate under such regulations as are prescribed by law. By Allison H. Henry his Atty. and afterwards to wit on the 7th day of March 1848 the following Exhibit was filed herein which reads as follows to wit. The State of Ohio Madison County. Be it known that at a Court of Common Pleas within and for the County and State aforesaid begun and held on the first day of July A.D. 1845 having appointed Samuel N. Davis Guardian of Abel B. Patch aged two years and 16 days January 1845. And having given bond and security to the acceptance

of the Court for the faithful discharge of the trust reposed in him, is hereby authorized to act as such Guardian. According to Law. In testimony whereof I have hereunto set my name and affixed the seal of said Court at London this first day of July A.D. 1845. Attest A. N. Home Clerk, and afterwards to wit on the 7th day of March 1846, the following writ of subpoena was issued which together with the Sheriff's return reads in the words and figures following to wit. The State of Ohio Union County ss. to the Sheriff of the County of Union Greeting We command you that you summon Abel B. Patch, to appear before the Judges of our Court of Common Pleas at the Court House, on the first day of the term next ensuing, to answer a Petition in Chancery, exhibited against him by Emanuel N. Davis, and this he shall in no wise omit, under the penalty of one thousand dollars, and have then and there this writ. Witness John Cassel Clerk of our said Court, at the Court House, this 7th day of March A.D. 1846. John Cassel Clerk of Com. Pleas. (Sheriff's return) Served this writ by delivering a certified copy of this writ to the defendant. April 11th A.D. 1846. W. M. Robinson Sheriff, and afterwards to wit on the 28th day of July 1846, on motion of Allison Curry Counsel for the Petitioner. It is ordered that Messrs. Wason, Janus, J. Alexander & R. L. Brown first being duly sworn do upon actual view of the premises make a just valuation of the one undivided eighth part, being the interest of the said Abel B. Patch, in the following real estate to wit, Part of Survey No. 5008 beginning at a Red Oak, and thence one hundred poles from the southeasterly corner of said Woods on Survey No. 5008, there being seventy acres of said survey sold to Mr. Orr now belonging to Garret Harris out of said corner thence S 37^o W. 54 poles to three Ironwoods Benjamin Jagers corner, thence with said Jagers line N 53^o E. 182 poles to a red elm, and dogwood thence S 37^o E. 54 poles to a beech, red oak and white oak, thence S 53^o W. 182 poles to the beginning containing sixty one acres and 88 poles more or less, and also part of Survey No. 5008, and bounded and described as follows to wit, beginning at two white ashes red oak and stake thence S 37^o E. 137 poles to a red elm and dogwood corner to land formerly owned by Emanuel Brown, and afterwards by Samuel Patch thence with said Patch's line S 53^o W. 46 poles and sixteen links to a Swamp beech two ashes and stake N 37^o 15' W. 157 poles to two Sugar trees and stake thence N 53^o E. 46 poles + 16 links to the beginning containing 40 acres more or less, and that they return such valuation to the next term of this Court, to which time this cause is continued, and afterwards to wit on the 16th day of October 1846, the following Affidavit was filed herein which reads in the words and figures following to wit Emanuel N. Davis, ^{Plaintiff} vs. Abel B. Patch, Ward In Union Com. Pleas Petitioner for sale, Farmery Hemenway, being duly sworn depose and say that I am acquainted with the said defendant, and with his situation and circumstances, and believe it necessary for the support of the said defendant, that his interest in the lands in the Petition described should be sold. Farmery Hemenway, sworn to and subscribed in Open Court Oct 16th 1846, John Cassel Clerk. And afterwards to wit on the 16th day of October 1846, the former order of this Court appointing Appraisers is

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Petitioner
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By Allison D)
the following
Ohio Madison County
County, and
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ears on 16 days
the acceptance

hereby set aside and the Court appoint Ralph Cherry William B Erwin
 and John Reed Sr. to appraise the interest of the said defendant in the
 real estate in said petition described and report their proceedings
 herein forthwith, said order of appraisement having been certified
 to the said Appraisers under the seal of said Court. As returned
 on the 16th day of October 1846. endorsed as follows to wit. In compliance
 with the above order we the undersigned report that we have carefully
 viewed the within described land and do appraise the same to be worth
 six dollars per acre amounting to six hundred and nine dollars one
 equal eighth part of which is seventy six dollars. October 16th 1846.
 William B Erwin Ralph Cherry John Reed Sr. Appraisers. The State of Ohio
 Union County. On the 16th day of October 1846. before me personally appeared
 Ralph Cherry W B Erwin and John Reed Sr. the within named and made solemn
 oath that they would upon actual view honestly and impartially appraise
 the interest of the said Abel B Patch in the within described real estate in
 pursuance of the order of the Court of Common Pleas of Union County in
 the Case of Samuel A Davis, Guardian vs Abel B Patch, ward vs co. Petitioner,
 1846. Allison Hurry, Mayor of the Town of Marysville, and afterwards
 to wit. on the 16th day of October 1846. an motion to the Court by Allison Hurry Coun-
 sel for the Petitioner and upon producing to the Court the appraisement herein
 made by William B Erwin Ralph Cherry and John Reed Sr. under a
 former order of this Court. It is ordered that the said Samuel A Davis
 proceed according to law to sell the interest of said Abel B Patch in
 said real estate in said petition described, upon the following terms to wit
 one third cash in hand. one third in one year and the residue in
 two years with interest from the day of sale to be secured by mortgage
 on the premises and it is further ordered that the said Samuel A Davis
 make return of his proceedings in the premises to the next term of
 this Court to which time this cause is continued, said order
 of sale having been certified to the said Samuel A Davis under the seal of
 said Court was afterwards returned on the 5th day of May 1847
 enclosed as follows to wit Samuel A Davis Guardian vs Abel B Patch ward
 Union Common Pleas Petition to sell land. In pursuance of the within order of
 sale made at the October term 1846. of said Court I gave notice of sale in due
 form of law and the time and place mentioned in said notice for said
 sale to wit. at the door of the Court House in the town of Marysville on the
 20th day of March A.D. 1847. I offered said property at public vendue and
 Gamet Harris having bid therefor fifty dollars and seventy five cents. and
 he being the highest and best bidder, and the same being two thirds of the
 appraised value thereof. I struck off and sold the same to him for that sum
 less publication of notice. Samuel A Davis. By Allison Hurry, his atty.
 and afterwards to wit on the 7th day of May 1847. an motion to the Court by Messrs
 Allison Hurry, Counsel for the Petitioner, and upon producing the return of the
 proceedings and sale made by the said Petitioner as herein before ordered. and
 the Court having examined the same and being satisfied that said sale
 has in all respects been legally made. It is ordered, that the same

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 Oram W John, Guardian
 Samuel A Davis vs
 Nancy Ellen John & a

William B. Brown
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that said sale
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be and hereby is approved and confirmed, and that the said Petitioner execute
and deliver to said purchaser a deed in fee simple for the real estate so by
him sold as aforesaid,
Attest John Cassil Clerk,

✓
Bran W John Guardian
Nancy Ellen John Nat

Pleas before his Honor James J. Torbert Esq. President James R. Smith, Whiston
Myles and Levi Phelps, his Associates Judges at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within and
for the County of Union and State of Ohio on the Fourth day of May in the
year of Our Lord one thousand eight hundred and forty seven,
Be it remembered that here tofore to wit. On the 21st day of October
1841. Bran W. John, by A. Hall, his attorney, filed herein his petition in Chan-
cery which reads in the words and figures following to wit. To the Honorable
the Court of Common Pleas in and for the County of Union in Chancery setting
Yours Obedt. Bran W. John late of Green County Ohio, now of Carroll County O
State of Indiana respectfully represents unto your Honors that on the day of
AD he was regularly appointed by the Court of Common Pleas of Green
County Ohio, Guardian of Nancy Ellen John & Rachael Ann John, that
he subsequently removed with his said wards to the County of Carroll Indiana
and on the 10 day of August 1841, was regularly appointed the Guardian of said
wards by the Probate Court of said Carroll County in the State of Indiana your
Petitioner further states that the said Nancy Ellen & Rachael Ann, are seized
by an estate of inheritance in fee simple of a certain tract of land lying and
being in the County of Union in the State of Ohio on the waters of Mill Creek
being a part of a five hundred acre tract patented to Nathan Samson
beginning at four Sargentees northerly corner to Robert Means Survey thence
Running north 52° E. 182 poles to a red oak Ash & sycamore, in the line of Edward
Dones Survey thence with his line N 10° W. 208 poles to a stake thence
S 80° W 236 poles to a stake on the west boundary line of D Survey thence S 10°
E. 156 poles 5. links to 3 Sargentees & red Oak N by corner to Morris Survey thence
with his 138. to 150 poles to the beginning containing 350. acres being part of
Survey No. Your petitioner further represents that said land has or a
part thereof been sold for the Taxes due and unpaid thereon. Your peti-
tioner further represents, that in order to redeem said land from Tax
impairance and to provide for the reasonable support and education of
his said wards it becomes necessary that said land should be sold and
the proceeds so in money that it can be gradually appropriated to the
support & education of the said minor heirs, your petitioner therefore
prays that by order of this Court, your petitioner may be authorized to
deceit to convey the same to the purchaser as this Court may direct to such
other & further relief as to this Court may seem meet. A Hall Atty for Petitioner,
the following letters of Guardianship and Acknowledgment of service was
filed with the foregoing bill and reads as follows to wit.

The State of Ohio Union County W. Court of Common Pleas August Term 1826
 Be it known that at said term of said Court Deane W. John was appointed
 Guardian of Rachel Ann John's Nancy Ellen John his infant Children
 he having complied with the requisitions of the Statute in such Case
 made and provided and the order of said Court. In testimony whereof I have
 hereunto set my name and seal of Office at Delphi this 15th day of Sept 1828
 S. S. John C. State of Indiana Carroll County W. Carroll Probate Court
 August Term 1841. Aug 10. 1841. Now at this time personally appeared
 in Open Court Nancy Ellen John and Rachel Ann John Children
 and minor heirs of Deane W. John. And freely and voluntarily chose
 their father Deane W. John as their Guardian. It is therefore Order
 ed by the Court now here that the said Deane W. John be and he is hereby
 appointed Guardian of the said Nancy Ellen and the said Rachel
 Ann John. And the said Guardian files in Open Court his bond
 as such Guardian which is approved by the Court. And the said
 Deane W. John is now sworn in Open Court to the faithful perf-
 ormance of his duties and trust as such Guardian. State of
 Indiana Carroll County W. James A. Stewart Clerk of the Carroll
 Probate Court. Do certify that the foregoing is a true and correct
 Copy of the Appointment of Deane W. John as Guardian of
 Nancy Ellen and Rachel Ann John. As the same appears of record
 In testimony whereof I have hereunto set my hand and affixed
 S. S. the seal of the Carroll Probate Court at Delphi this 10th day of
 August 1841 James A. Stewart Clerk, Deane W. John Guardian of
 Nancy Ellen & Rachel Ann John vs the said Nancy Ellen John & Rachel
 Ann John. Petition to sell lands in Union County Ohio Court of Common
 Pleas to wit term AD 1841. The undersigned Nancy Ellen John & Rachel Ann John
 hereby acknowledge service of notice of the pendency of said petition, and enter
 their appearance and waive all further notice in that behalf Rachel Ann
 John Nancy Ellen & John. Attest James Reems. Powell John. And afterwards that
 on the 29th day of April 1842. on motion to the Court by the Hall Counsel for the Com-
 plainant it is ordered that Otway Curry be appointed Guardian ad litem to the
 infant defendants and thereupon the said Curry appeared in Open Court & accepted
 said appointment and afterwards the said defendants by O. Curry their Guardian
 ad litem. filed herein their answer which reads as follows to wit Deane W. John Guardian
 of Nancy Ellen & Rachel Ann John vs Nancy Ellen John & Rachel Ann John. Petition to
 sell real estate in Union County Ohio to wit term 1841. And now comes Otway
 Curry Guardian ad litem for the said defendants and says that he cannot
 gainsay the matters and things set forth in Complainant's bill and that
 he knows no reason why said real estate should not be sold as prayed for
 in said bill. O. Curry their Guardian ad litem, and afterwards
 to wit another day of September 1842. this cause came on to be heard upon the bill
 answer of Guardian ad litem exhibits &c thereupon an motion of the Hall Counsel
 for petitioner. It is ordered that the said Guardian proceed according to law to
 sell the real estate in said petition described upon the following terms to wit
 one third in hand. one third in one year. and one third in two years

August Term 1826
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to be secured by mortgage on the premises with interest from the day of sale and
 is further ordered that the said Guardian make return of his proceedings in the
 premises to the next term of this Court and this Cause continued, and after
 words to wit on the 10 day of November 1842. On motion of Mr Hall Counsel for Petitioner
 the Order of Sale of the premises in the petition described made at a former term
 of this Court is vacated and it is ordered by the Court that the Sheriff proceed acco
 ding to Law and by the Oaths of P. B. Smith Norman Whipman and Samuel B Johnson
 to Appraise said land upon Actual view and make return of their proceedings to this
 Court forthwith. Said order having been certified to the Sheriff under the seal of said
 Court was returned on the 10 day of November 1842, enclosed as follows to wit
 I have executed this Order by the Oaths of the within named whose Appraisament
 is hereby returned to wit, W. Steele, Sheriff said Appraisament made as
 follows to wit, Bean John Guardian vs Nancy Ellen John Wabs, Union Can Pros,
 Petition to sell land see the Appraisers appointed by the Court of Common Pleas
 Union County in this Case to Appraise the lands hereafter described after being
 duly summoned and sworn by the Sheriff and having viewed the premises
 described viz Part of Survey N. 2506 beginning at a Sugar tree wetherly Corner to
 Roll means Survey thence running North 52° E. 128 poles to a red Oak Ash
 and Sugar tree in the line of Edward Adams survey thence with his line
 N 10° W. 208 poles & links to a stake thence S 80° W. 206 poles to a stake on the
 West boundary line of said survey thence N 10° E 156 poles & links to 2 Sugar
 trees & red Oak N. W. Corner to Morris survey thence with his line S 80° E. 150 poles
 to the beginning Containing 350 acres we do Appraise the lands and Appur
 tenances at Four Dollars per Acre given under our hands and seals this
 tenth day of November A D 1842. S. B. Johnson Clerk N. Whipman Dea P. B. Smith
 Personally appeared before me the undersigned the Above named Appraisers
 and made oath agreeable to the Statute in such Cases made and provided
 given under my hand this tenth day of November A D 1842. W. Steele Sheriff
 And afterwards to wit on the 10 day of November 1842. This day William W. Steele
 Sheriff made return of the Appraisament of the real estate mentioned in
 petitioners said Bill by the Oaths of said P. B. Smith Norman Whipman and
 Samuel B Johnson - It is therefore ordered by the Court that the said Bean
 John enter into Bond unto the State of Ohio in the sum of \$1500.00 with
 securities to the acceptance of the Clerk of this Court, conditioned according
 to Law and proceed under the Statute to sell said real estate upon
 the following terms to wit. One fourth in hand one fourth in one year one fourth
 in two years and one fourth in three years and that he make return of his
 doing herein to the next term of this Court until which time this Cause stands
 continued, and afterwards to wit on the 18 day of April 1843 Continued under
 former Order, and afterwards to wit on the 5 day of July 1843. Continued
 under former Order and afterwards to wit on the 18 day of October 1843 contin
 ued under former Order, and afterwards to wit on the 16 day of April 1844
 this Cause was continued and afterwards to wit on the 12 day of October
 1844 this Cause was continued, and afterwards to wit on the 28 day of May
 1845 Continued under former Order, and afterwards to wit on the 19 day
 of August 1845. Continued under former Order, and afterwards to wit on the

28 day of October 1845. Continued under former Order, and afterwards to wit on the 16th day of April 1846. Continued under former Order, and afterwards to wit on the 28th day of July 1846. Continued under former Order, and afterwards to wit on the 14 day of October 1846. Continued under former Order, and afterwards to wit on the 7th day of May 1847. In this case it being made appear to the satisfaction of the Court that the defendants have arrived at the age of twenty one years since the commencement of this suit. It is therefore Ordered and decreed that the defendants pay the costs in this case, including twenty dollars as an attorney fee to A. Hall & G. W. B. Allison within twenty day from the rising of this Court. And in default thereof the said costs are hereby declared to be a lien upon the land in said Bill described, and that execution issue as upon judgments at law cost taxed at Dollars ^{and} Cents
 Attest John Cassel Clerk,

Jacob Bowersmith
 Administrator of Isaac
 Bowersmith deceased
 vs
 Jacob Easterdav &
 the other heirs of said
 Isaac Bowersmith

Pleas before his Honor James L. Robert Esq. President James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the fourth day of May in the year of our Lord one thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 3rd day of July 1846, Jacob Bowersmith Actor by P. Noble his attorney filed herein his Petition which reads in the words and figures following to wit, In the Court of Common Pleas in and for the County of Union and State of Ohio, Jacob Bowersmith as Administrator of the estate of Isaac Bowersmith deceased, Comes and Shows the Court by way of Petition, that on the 3rd day of November 1838, the said Isaac Bowersmith then in life made a written agreement with one William Smart for the Conveyance by general warranty deed of twenty one and a half acres of land, which by subsequent agreement was only to be twenty acres - and by survey made by the County Surveyor is described as follows twenty acres of land part of Survey N^o. 2989, beginning at a white oak hickory and buckeye in the west line of ~~Orange~~ Survey N^o. Southwesterly corner to Jacob Wolfords land thence with said Wolfords line correcting the course through S. 1. 35. 07. 72. poles to a stake thence 19^o 34 poles & 4 links to a stake witness hickories thence N. 81. 35. 07. 72. poles to a stone in the line of said Seranphus Survey thence with his line correcting the course thereof N. 9. 00. 44 poles & 4 links to the beginning containing twenty acres and your petitioner further represents that said written agreement for the conveyance of said land contains a receipt for one hundred and seventy two dollars & 50 cents the amount of the purchase money which payment was made according to said receipt as your petitioner believes which agreement is herewith filed and made part hereof your petitioner further states to the Court that said Smart took possession of said land under sale but the said Isaac Bowersmith departed this life in 1840, without making

and afterwards
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Said Conveyance and your Petitioner in 1846. was appointed Administrator
of said Isaac Bowersmith. By this honorable Court, your Petitioner also further
states to the Court that in as much as the said Smart has paid the purchase
money for said land your petitioner is desirous of completing the Contract
of the said decedent by conveying said land to the said Smart, your petitioner
further represents that the said Isaac Bowersmith left no widow but the following
children heirs to wit, Margaret since married Jacob Easterday and Sarah
Bowersmith who are both of age of majority - David, Mary, Jacob Isaac
Samuel Nancy, and Catharine all being in Union County and minors except
the first two above named, your petitioner states that the above land is in Union
County within the jurisdiction of this Court, and he prays the Court that the
above named heirs may be made defendants here to, and that on final hearing
of this cause the Court will make an order authorizing your petitioner to
complete the said Contract of the said Isaac Bowersmith by making a deed
to the said Smart convey the title and interest of said heirs in said land to
said Smart, & as in duty bound he will ever pray &c Jacob Bowersmith Adm
P. B. Cole his Atty, Said written agreement referred to in the foregoing Petition
and filed therewith reads as follows to wit, Nov 3^d 1838. I for the sum of one hundred
and twenty two \$ to me in hand paid hereby (since myself my heirs etc to make or
cause to be made to William Smart on or before the first day of March 1839
a good and sufficient general Warrant deed for twenty one acres and one half,
off the north end of the farm I now live on in a regular shape, &c, it shall be as
broad on the east as west and vice versa witness my hand the day and year
aforesaid Isaac Bowersmith Attest H. C. Lawrence And afterwards to wit
on the 3^d day of July 1846. the following writ of Subpoena was issued which
together with the endorsement thereon reads in the words and figures
following to wit, The State of Ohio Union County S. To the Sheriff of the County of
Union Greeting, All persons and you that you Benjamin, Jacob Easterday
Margaret Easterday Sarah Bowersmith, David, Mary, Jacob Isaac Samuel
Nancy and Catharine Bowersmith, do appear before the Judges of our Court
of Common Pleas, at the Court House on the first day of the term next
ensuing, to answer a Petition in Chancery, exhibited against them
by Jacob Bowersmith, and this they shall in no wise omit, under the penalty
of one thousand dollars, and have you then seen this writ. Witness John
Cassil, Clerk of our said Court, at the Court house, this 3^d day of July AD
1846. John Cassil Clerk of Com. Pleas, Endorsement We the undersigned defen
dants hereby acknowledge service of the within writ, Jacob Easterday Margaret
Easterday Sarah Bowersmith, Mary Bowersmith, David Bowersmith
Nancy Bowersmith Isaac Bowersmith Saml Bowersmith Jacob Bowersmith
July 28th 1846. State of Ohio Union County S. Lewis Jenkins makes oath that the
signatures of the defond here to admitting service of this writ, are genuine and
that he left copy here of with all of them that are minors except the 28th day of July
1846. Lewis Jenkins Sworn to & subscribed before me this 31st day of July AD 1846.
John Cassil Clerk, and afterwards to wit on the 16th day of October 1846. this
cause was continued. (Answer of Guardian ad Litem) reads as follows to wit,
Jacob Bowersmith Administrator of Isaac Bowersmith D. D. vs Jacob Easterday

an Petition to Complete said Contract. C. W. Allison who has been appointed Guardian ad litem for the following infant Defendants to said petition to wit David Bowersmith Mary Jacob Isaac Lamer Nancy and Catharine Bowersmith minor Children and heirs of Isaac Bowersmith decd now Comes and for answer to said petition say that they cannot gainsay the Allegation therein contained but admit them to be true C. W. Allison Guardian ad litem, and afterwards to wit on the 8th day of May 1847. On Petition to Complete Contract for the conveyance of real estate. This day came the petitioner Jacob Bowersmith Administrator of Isaac Bowersmith deceased by P. D. Cole his atty and moved the Court to enter an Order authorizing and directing him as such Administrator to complete the contract made by the said Isaac Bowersmith in his lifetime for the sale and conveyance of the tract of land set forth and described in the petition and to execute a deed to the purchaser. And the Court having examined the petition and being satisfied that process has been regularly served upon the Defendants, and the Court also being satisfied that the Contract set forth in the petition was made by the said Isaac Bowersmith in his lifetime and that he departed this life without having made a deed of conveyance as provided for in said Contract and the Court being further satisfied that the purchase money has been paid - the Court do therefore Order direct and empower the said Jacob Bowersmith Administrator of the said Isaac Bowersmith to execute and deliver a deed of conveyance in fee simple to the purchaser of the tract of land described in the petition and pay the Costs of this Suit taxed & within sixty days.
Attest John Cassil Clerk,

Jacob Bowersmith
vs
Philip Shepard

Pleas before his Honor James L. Sargent Esq. President James R. Smith Christian Myers and Levi Phelps his Associate Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the Fourth day of May in the year of our Lord One thousand eight hundred and forty seven. Be it remembered that hereafter to wit on the 27th day of July 1846 Jacob Bowersmith by P. D. Cole his Attorney sued out of the Clerks Office of the Court aforesaid the following writ of summons to wit. The State of Ohio Union County ss. To the Sheriff of said County Greetings Use Command you to summon Philip Shepard and 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 Jacob Bowersmith in a plea of assumpsit damages two hundred dollars. And have you then this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 27th day of July AD 1846 John Cassil Clerk, said writ was enclosed

S. S.

an appointee
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ney and
Bacon Bowersmith
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Bacon Bowersmith
for the County
of Ohio
whereas that
with by S. D. Cole
Bowersmith the
Philip Sheppard
Judges of our
Court House
of Assumpsit
with witnesses
in this 27 day
of August

Suit brought on a note of hand made by defendant to the Plaintiff (Jacob Bowersmith) for one hundred and twenty one dollars and fifty cents dated Dec 27 1844 and payable on or before the first day of Sept. next after the date thereof. Also for land sold for money lent had to receive and an An Account stated Damages Claimed \$200.00 by S. D. Cole Atty for Plaintiff and afterwards to wit on the 25th day of July 1846. the Sheriff returned said writ enclosed as follows to wit. Served this writ July 27 1846. by delivering a certified Copy of this writ to the defendant. W. G. Malin D. P. Sheriff, and afterwards to wit on the 10th day of September 1846. the Plaintiff by S. D. Cole his atty filed herein his Narration which reads in the words and figures following to wit. The State of Ohio Union County St. Jacob Bowersmith vs Philip Sheppard Com. Pleas July term A. D. 1846. In Assumpsit Jacob Bowersmith Complainant of Philip Sheppard in a plea of Assumpsit for that whereas the said Philip Sheppard on the 27th day of December in the year eighteen hundred and forty four at the County of Union made his promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff the sum of one hundred and twenty one dollars and fifty cents on or before the first day of September then next which note was and is subject to certain conditions thereunder written whereby it is provided that the said sum of money was to be paid to plaintiff by defendant on the delivery of a good and warranted deed by plaintiff to defendant for a piece of land of 30, 35, or 40 acres for which the defendant then and still holds the plaintiff's title bond. and the plaintiff avers that on the first day of September then next (being in the year eighteen hundred and forty five) gave the plaintiff notice that he could not pay the said sum of money at that time and requested the plaintiff to indulge him further and the said sum of money should soon be paid. but he has wholly failed to perform his agreement on his part and has not paid the sum of money or any part thereof to the damage of the plaintiff two hundred dollars. and the said Jacob Bowersmith further complains of the said Philip Sheppard for that whereas on the 27th day of December eighteen hundred and forty four at the County aforesaid the said defendant made his certain other promissory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff one hundred and twenty one dollars and fifty cents on or before the first day of September then next which note was and is subject to a certain condition thereunder written whereby it is provided that the said sum of money was to be paid to plaintiff by defendant on the delivery of a good and warranted deed for a piece of land of 30, 35, or 40 acres for which the defendant then and still holds the Plaintiff's title bond. and the plaintiff avers that afterwards and immediately before said note became due that the defendant gave the plaintiff notice that he the said defendant would not be able to pay the said last mentioned note when the same should become due. and then requested the plaintiff to allow a further time for payment of the same. and the defendant from time to time promised to plaintiff to pay him the said last mentioned sum of money on request until about the fifth

day of July in the year eighteen hundred and forty six at which
 last mentioned time the said defendant wrongfully refused to ever pay
 said last mentioned sum of money or any part thereof. And the plain-
 tiff avers that he the plaintiff on or about the fifth day of July eighteen
 hundred and forty six at the County aforesaid made to executor
 a good and warrant deed to the defendant for thirty acres of said
 land according to the tenor of said note and said title bond and then
 and then made a tender of the same to the defendant and ever since on
 receiving from the defendant the said sum of money specified in
 said last mentioned note (to wit one hundred and twenty one dollars
 and fifty cents) hath at all times been ready and willing to perform
 and fulfill all things in the said note contained on the part of the plain-
 tiff to be performed and fulfilled, and executor and deliver said Con-
 veyance on the fifth day of July A.D. 1846. And since on receiving the
 Contract price to wit at the County of Union, and although the defen-
 dant on the fifth day of July eighteen hundred and forty six
 at the County aforesaid had notice of the premises and was requested
 to pay the said sum of one hundred and twenty one dollars and
 fifty cents upon the execution of said conveyance yet the defend-
 ant has not paid the said sum of one hundred and twenty one
 dollars and fifty cents nor any part thereof to the damage of the
 plaintiff two hundred dollars, and the said Jacob Bowersmith further
 complains of the said Philip Shepard for that whereas the said defendant on
 on the 27th day of December in the year eighteen hundred and forty four at
 the County aforesaid made his certain other promissory note in writing and
 delivered the same to the plaintiff and thereby promised to pay the plain-
 one hundred and twenty one dollars and fifty cents on or before the
 first day of September next after the date thereof on the delivery of a good and
 warrant deed for a piece of land of 30.35. or so, acres by the plaintiff to the defen-
 dant for which the defendant held the plaintiffs title bond - and the plain-
 tiff avers that on the first day of September eighteen hundred and forty five
 he was ready and willing and offered to execute and deliver a good and
 warrant deed for the said land to the defendant and ever since on receiving
 from the defendant the said sum of one hundred and twenty one dollars
 and fifty cents, and hath at all times been ready and willing to perform and
 fulfill all things in said note contained, on the part of the plaintiff to be
 performed and fulfilled and to execute a conveyance on the first day of
 September eighteen hundred and forty five. And since on receiving
 the Contract price to wit at the County of Union and although the defendant
 on the first day of September eighteen hundred and forty five at the County
 aforesaid had notice of the premises and was requested to pay the said sum of
 one hundred and twenty one dollars and fifty cents upon the execution
 of said conveyance, yet the defendant has not paid the said last men-
 tioned sum of money or any part thereof, to the damage of the plaintiff two
 hundred dollars - and the said Jacob Bowersmith further complains
 of the said defendant for that whereas the said defendant on the 27th day

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of December 1844, at the County of Union made his other promisory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff one hundred and twenty one dollars and fifty cents on or before the first day of September next after the date thereof, on delivery of a good and warranted deed by plaintiff to defendant for a certain piece of land of 30.35 acres and the plaintiff avers that the defendant afterwards on the first day of September 1845, at the County aforesaid discharged the plaintiff from performing or offering to perform the said conditions and promises on his part at that time by giving the plaintiff notice that he could not pay the said last mentioned sum of money according to his said promise and agreement, and requested the plaintiff to allow him further time to make such payment and then there promised to plaintiff to pay said last mentioned sum of money when ever he should be afterwards requested by the plaintiff to do so, and the plaintiff avers that afterwards on the fifth day of July A.D. 1846, at the County aforesaid he executed and tendered to the plaintiff a good and warranted deed for 30 acres of land according to the terms of said note, and requested the defendant to pay said last mentioned sum of money - yet the defendant has not paid the said last mentioned sum of money nor any part thereof to the damage of the plaintiff two hundred dollars and thereupon he sueth by P.B. Cole his Atty, and afterwards to wit on the 14th day of October 1846, leave to plead by Thursday morning at 9 o'clock, and afterwards to wit on the 15th day of October 1846 Philip Shepard by Allison Henry his Atty filed herein his Plea which reads in the words and figures following to wit, Philip Shepard Acknowledges that he did not assume or promise in manner and form as the said Jacob Bowersmith hath declared against him of this he puts himself upon the County, by Allison Henry his Atty, the plaintiff will (also take notice that the defendant on the trial of this cause will give in evidence and insist that there was a part failure in the consideration for which said note was given, and claim an offset accordingly also that the plaintiff suffered the same for which said note was given to be sold for taxes and neglected and refused to redeem the same and put the defendant to great trouble and expence in the redemption thereof, also that the said plaintiff is not able to convey the said land to the defendant clear of all incumbrances as he is bound to do, also that the plaintiff at the commencement of this suit as still is indebted to the defendant in the sum of two hundred for goods sold and delivered money had and received, money paid, work and labour done &c Allison Henry Atty for Debt, and afterwards to wit on the 8th day of May 1847, this day came the parties by their Attornies and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the said Philip Shepard did assume and promise in manner and form as the said Jacob Bowersmith hath complained against him, and they assess the damages of the said Jacob Bowersmith by reason thereof to amount eight dollars and ninety eight cents therefore it is considered that the said Jacob Bowersmith recover of the said Philip Shepard the said sum

of ninety eight dollars and ninety eight cents his damages aforesaid in favor
aforesaid assessed, and also that each party pay his own Costs taxed at
Attest John Cassie Clerk,

Isaac H. Guthrie
vs
Hiram Keeler

SD

Pleas before his Honor James T. West Esq. President Christian Myers and
Levi Phelps his Associates Judges at a Court of Common Pleas begun
and held at the Court House in the Town of Mansville within and
for the County of Union and State of Ohio. On the Thirtieth day of August in
the year of our Lord one thousand eight hundred and forty seven,
Be it remembered that here tofore to wit on the 3^d day of May 1847, Isaac
H. Guthrie by J. M. Doughty his atty. sued out of the Clerks Office of the Court aforesaid
the following writ of Summons to wit: State of Ohio, Union County St.
To the Sheriff of said County Greeting: Well command you to summon
Hiram Keeler 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 Isaac H. Guthrie, in a plea of Debt one
hundred and sixty three dollars & ninety cents, Damages twenty dollars
And have you then there this writ. Witness John Cassie, Clerk of said Court
at the Court House aforesaid this 3^d day of May A.D. 1847. John Cassie Clerk,
said writ was endorsed. With brough on a Certificate or note of hand made payable
to Isaac H. Guthrie or bearer, calling for one hundred & sixty three dollars & ninety
cents and dated December 24th 1845, also for goods sold and delivered money had
and received, work and labour done, also for money found due the Plain-
tiff, also for money received by the Defendant for the use of the Plaintiff
& M. Doughty atty for Plaintiff, and afterwards to wit on the 7th day of May
1847, the Sheriff returned said writ endorsed, served on the 6th day of May 1847 by
delivering a certified copy of this writ to the defendant, Philip's binder Sheriff
and afterwards to wit on the 14th day of May 1847, the Plaintiff by J. M. Doughty
his atty filed herein his Declaration, which reads in the words and figures
following to wit: State of Ohio, Union County St. Union Common Pleas May term
A.D. 1847, Isaac H. Guthrie complains of Hiram Keeler in a plea of Debt for that
whereas the said Hiram Keeler on the twenty fourth day of December eighteen
hundred and forty five, made his promissory note, commonly called a due
bill in writing and delivered the same to the said Isaac H. Guthrie, and thereby prom-
ised to pay to the said Isaac H. Guthrie, and thereby promised to pay to the said Isaac
H. Guthrie, or bearer, one hundred and sixty three dollars and ninety cents for
value received, due on the date thereof, and the said Hiram Keeler, then and
there in consideration of the premises, promised to pay the amount of the
said note or due bill to the said Isaac H. Guthrie, according to the tenor and
effect thereof and also for that whereas the said Hiram Keeler on the
twenty fourth day of December eighteen hundred and forty five at the County
of Union was indebted to the said Isaac H. Guthrie in one hundred and
sixty three dollars and ninety cents, for the price and value of goods then

Merina J. Snodgrass
vs
Silas Gow

And there bargained and sold by the Plaintiff to the Defendant at his request and in one hundred and sixty three dollars and ninety cents 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 hundred and sixty three dollars and ninety cents for the price and value of goods then and there done and materials for the same provided by the Plaintiff for the Defendant at his request. And in one hundred and sixty three dollars and ninety cents for money then and there lent by the Plaintiff to the Defendant at his request and in one hundred and sixty three dollars and ninety cents for money then and there paid by the Plaintiff for the use of the Defendant at his request and in one hundred and sixty three dollars and ninety cents for money then and there received by the Defendant for the use of the Plaintiff. And in one hundred and sixty three dollars and ninety cents for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And whereas the Defendant afterwards on the twenty fifth day of December eighteen hundred and forty five in consideration of the premises then and there promised to pay the said last 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 twenty dollars and thereupon he brings suit by J. C. Doughty his Atty. And afterwards to wit on the 3^d day of August 1847. this day came Isaac Muthy by his attorney J. C. Doughty and the said Hiram Keeler through solemnly called came not but made default whereupon it is considered that the said Isaac Muthy ought to recover his debt against the said Hiram Keeler and his damages by reason of the detention thereof and thereupon neither of the parties requiring a jury and the Court being fully advised in the premises do find that the said Hiram Keeler doth owe to the said Isaac Muthy the sum of One hundred and sixty three dollars and ninety cents (\$163.90) as do assess the damages by reason of the detention thereof to thirteen dollars and eleven cents (\$13.11) therefore it is considered that the said Isaac Muthy recover of the said Hiram Keeler the said sum of One hundred and sixty three dollars and ninety cents his debt aforesaid and the sum of thirteen dollars and eleven cents (\$13.11) his damages aforesaid and also his costs in this behalf expended taxed at \$.

Attest John Cassil Clerk,

Merivon J. Snodgrass vs
Silas J. Gow

Pleas before his Honor James Robert Esp. President Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the Third day of August in the year of Our Lord One thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 7th day of (May 1847).

And there bargained and sold by the Plaintiff to the Defendant at his request and in one hundred and sixty three dollars and ninety cents 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 hundred and sixty three dollars and ninety cents for the price and value of goods then and there done and materials for the same provided by the Plaintiff for the Defendant at his request. And in one hundred and sixty three dollars and ninety cents for money then and there lent by the Plaintiff to the Defendant at his request and in one hundred and sixty three dollars and ninety cents for money then and there paid by the Plaintiff for the use of the Defendant at his request and in one hundred and sixty three dollars and ninety cents for money then and there received by the Defendant for the use of the Plaintiff. And in one hundred and sixty three dollars and ninety cents for money found to be due from the Defendant to the Plaintiff on an account then and there stated between them. And whereas the Defendant afterwards on the twenty fifth day of December eighteen hundred and forty five in consideration of the premises then and there promised to pay the said last 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 twenty dollars and thereupon he brings suit by J. C. Doughty his Atty. And afterwards to wit on the 3^d day of August 1847. this day came Isaac Muthy by his attorney J. C. Doughty and the said Hiram Keeler through solemnly called came not but made default whereupon it is considered that the said Isaac Muthy ought to recover his debt against the said Hiram Keeler and his damages by reason of the detention thereof and thereupon neither of the parties requiring a jury and the Court being fully advised in the premises do find that the said Hiram Keeler doth owe to the said Isaac Muthy the sum of One hundred and sixty three dollars and ninety cents (\$163.90) as do assess the damages by reason of the detention thereof to thirteen dollars and eleven cents (\$13.11) therefore it is considered that the said Isaac Muthy recover of the said Hiram Keeler the said sum of One hundred and sixty three dollars and ninety cents his debt aforesaid and the sum of thirteen dollars and eleven cents (\$13.11) his damages aforesaid and also his costs in this behalf expended taxed at \$.

Attest John Cassil Clerk,

Merivon J. Snodgrass vs
Silas J. Gow

Pleas before his Honor James Robert Esp. President Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the Third day of August in the year of Our Lord One thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 7th day of (May 1847).

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The Plaintiff By Allison Henry Swan & Andrews her Attys Ince out of the Clerks Office of the Court aforesaid the following writ of summons to wit. State of Ohio, Union County ss. To the Sheriff of said County Greeting, We Command you to Summon Silas Igon 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 Minerva Snodgrass in a plea of base Damages Five thousand Dollars. And have you then these this writ. Witness John Cassie, Clerk of said Court at the Court House aforesaid this 7th day of May AD 1847.

John Cassie Clerk, said writ was endorsed Suit brought to recover Damages for the breach of a promise of marriage made by the deft. to the Pff. Damages Claimed \$5000. Allison Henry Swan & Andrews Attys for Pff. And afterwards to wit on the 17th day of June 1847. the Plaintiff by Allison Henry Swan & Andrews her Attys filed herein her Declaration which reads in the words and figures following to wit. The State of Ohio. Union County ss. Court of Common Pleas May term AD 1847. Minerva Snodgrass Complaines of Silas Igon in a plea of the Case upon promises for that whereas here tofore to wit. On the first day of July AD 1846. at the County of Union aforesaid in consideration that the Plaintiff (being then and there un married) at the request of the defendant had then and there promised the defendant to marry the defendant the defendant understood, and then and there promised the plaintiff to marry her the said Plaintiff. And the Plaintiff avers that she confiding in the defendants said promise both always remained and continues, and still is un married, and was until the defendant married another person as hereinafter mentioned, ready and willing to marry the defendant to wit. at the County of Union aforesaid. Yet the defendant disregarded his said promise in this to wit. that he afterwards to wit. on the 5th day of May AD 1847. at the County of Union aforesaid wrongfully and injuriously married another person to wit. Mary Ann Gabriel. Contrary to the defendants said promise. To the Plaintiff Damage of Five thousand Dollars, and therefore she brings her suit &c. By Allison Henry Swan & Andrews, her Attornies, And afterwards to wit. on the 14th day of July 1847. the Defendant by Bell & Mason his Attornies filed herein his Plea. which reads in the words and figures following to wit. Silas Igon acts Minerva Snodgrass Court of Common Pleas of the August term AD 1847. And the said Silas Igon by D. Bell & Sampson Mason his Attornies Comes and defends the wrong and injuries to her &c. and says that he did not assent and promise in manner and form as the Plaintiff hath above thereof Complaines against him and of this he puts himself upon the County, and the Plaintiff doth the like. D. Bell & Sampson Mason Attornies for Defendant. The Plaintiff and Allison Henry Swan and Andrews her Attornies will take notice that on the trial of the above Cause the defendant will offer in evidence and insist upon as defence to whatever is in the declaration Charge against him a certain instrument in writing signed and sealed by himself and the said Minerva Snodgrass, and by them duly acknowledged by Andrew Keys Esquire a Justice of the Peace of the County of Union aforesaid of which instrument of writing and acknowledgment the following is a Copy. Article of Agreement entered into this twenty fourth day of February

John R. Complan
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in the year One thousand eight hundred and forty seven between Silas
 Igon of the one part and Minerva J Snodgrass of the other part witnesseth
 that whereas the said Minerva J Snodgrass is now with Child which will prob
 ably be born about the month of April AD 1847, do clares and says that said
 Silas Igon is the father of said Child and the said Silas Igon Acknowledges
 and believes that he is the father of said Child the said Minerva J Snodgrass
 possess and agrees to accept the sum of One hundred dollars in full for
 all damages arising and in consequence of said Child and relinquish and
 discharge said Silas Igon from all further trouble and damages in
 consequence of said aforesaid Child which sum of money said Silas Igon
 agrees to pay and has this day executed to said Minerva J Snodgrass his promise
 by notes for the amount One note of twenty five dollars payable on the 24th day
 of June AD 1847. One note of twenty five Dollars payable on the 24th day of October
 1847. One note of twenty five dollars payable on the twenty fourth day of
 June AD 1848, all of which notes are an interest from this date In testimony
 whereof we the said Silas Igon and Minerva J Snodgrass have hereunto
 set these hands and seals the day and year first above written Silas
 Igon and Minerva J Snodgrass Attest Andrew Keys, State of Ohio
 County of Union. Personally appeared before me Andrew Keys a Justice
 of the Peace Silas Igon and Minerva J Snodgrass and Acknowledges the
 signing and sealing the within Article of Agreement to be their free
 and voluntary act and deed this 24th day of February 1847. Andrew
 Keys J.P. and afterwards to wit on the 3rd day of August 1847. this day came the
 Parties by their Attornies and submitted this Cause to the Court neither party
 requiring a Jury and by like consent the Court do find that the Defenda
 ant did assume and promise in manner and form as the Plaintiff in her
 declaration hath alleged and do assess the Plaintiffs Damages by reason
 thereof to One thousand Dollars. It is therefore Considered by the Court that
 the Plaintiff recover of the Defendant the said sum of One thousand Dollars
 the Damage aforesaid by the Court assessed together with her Costs
 herein taxed at _____ Dollars _____ Cents and thereupon came
 the Plaintiff by her Attorneys and submitted five hundred Dollars
 of said judgment,
 Attest John Cassil Clerk,

John P. Compland
 vs
 Carter Compland

Pleas before his Honor James L. Ingham Esq. President Christian. Hayes and
 Levi Phelps his Associates Judges at a Court of Common Pleas begun
 and held at the Court House in the town of Marysville within and for
 the County of Union and State of Ohio. On the Third day of August in
 the year of our Lord One thousand eight hundred and forty seven,
 Be it remembered that heretofore to wit on the 14th day of October 1846 John
 P. Compland by H. Thomas his Atty. filed herein his Petition which reads
 in the words and figures following to wit, To the Honorable Court of Common

Pleas within and for the County of Union and State of Ohio, your
 * Petitioner John R. Coupland of the Town of Petersburg and State of Virginia
 represents that he has a legal title to and is seized in fee simple of an
 undivided half of the following part of survey numbered Four thousand
 and Sixty seven bounded and described as follows to wit. beginning at
 3 hickories and a sugar tree south east corner to the Original Survey
 (N^o 4067) running thence S 80. W. 400 poles to 2 white Oaks and 4 small
 Sugar trees south west corner to the Original Survey thence N 10. W. 225
 poles to a stake south west corner to David C. Coupland's tract of 560 acres
 of Land thence with his line North 80. East 400 poles to a stake south
 east corner of said Coupland's tract thence S. 10. E. 225 poles to the
 beginning Containing Five hundred and sixty acres. And your
 Petitioner further represents that Carter Coupland of the Town of
 Petersburg and State of Virginia is tenant in Common with your
 Petitioner in the said premises your petitioner therefore prays that
 partition of said Lands may be made or if the same cannot be done
 without manifest injury, that then such other proceedings may be
 had in the premises as are authorized by Law; By H. Thomas his Atty,
 and afterwards to wit on the 3^d day of May 1847. the Plaintiff John Coupland
 of Publication of the pendency of this petition which reads as follows to wit,
 Carter Coupland, will take notice that a petition was filed against him on
 the 16th day of October 1846 in the Court of Common Pleas of Union County State
 of Ohio, by John R. Coupland. and is now pending; whereby, the said John R.
 Coupland demands partition of the following real estate bounded and
 described as follows: the undivided half of survey N^o Four thousand six hundred
 and sixty seven (4067) beginning at three hickories and a sugar tree south east corner to the
 Original Survey, 4067, running thence South eighty degrees west four hundred
 poles to two white Oaks and four small Sugar trees south west corner to the
 Original Survey, thence North ten degrees west two hundred and twenty
 five poles to a stake south west corner to David C. Coupland's tract of five
 hundred and sixty acres of land, thence with his line north eighty degrees
 east four hundred poles to a stake south east corner of said Coupland's
 tract; thence South ten degrees east two hundred and twenty five poles
 to the beginning Containing five hundred and sixty acres. And at the
 next term of said Court Application will be made by the said John
 R. Coupland for an order that partition may be made of said premises
 John R. Coupland October 14th 1846, John R. Coupland vs Carter Coupland
 in Union Com. Pleas. in Partition. personally appeared before me a
 Justice of the Peace in and for the aforesaid. P. M. Cole Publisher of the
 Argus a news Paper printed and in general Circulation in said
 County and made solemn Oath that the notice here to attached being
 a notice of the pendency of petition in this Case was published in
 said paper for six consecutive weeks commencing October 14th 1846
 P. M. Cole, sworn to & subscribed before me this 3^d day of May 1847. James
 M. Williamson, J. P. and afterwards to wit on the 4th day of May 1847.
 An motion to the Court by the Counsel for the Complainant it is

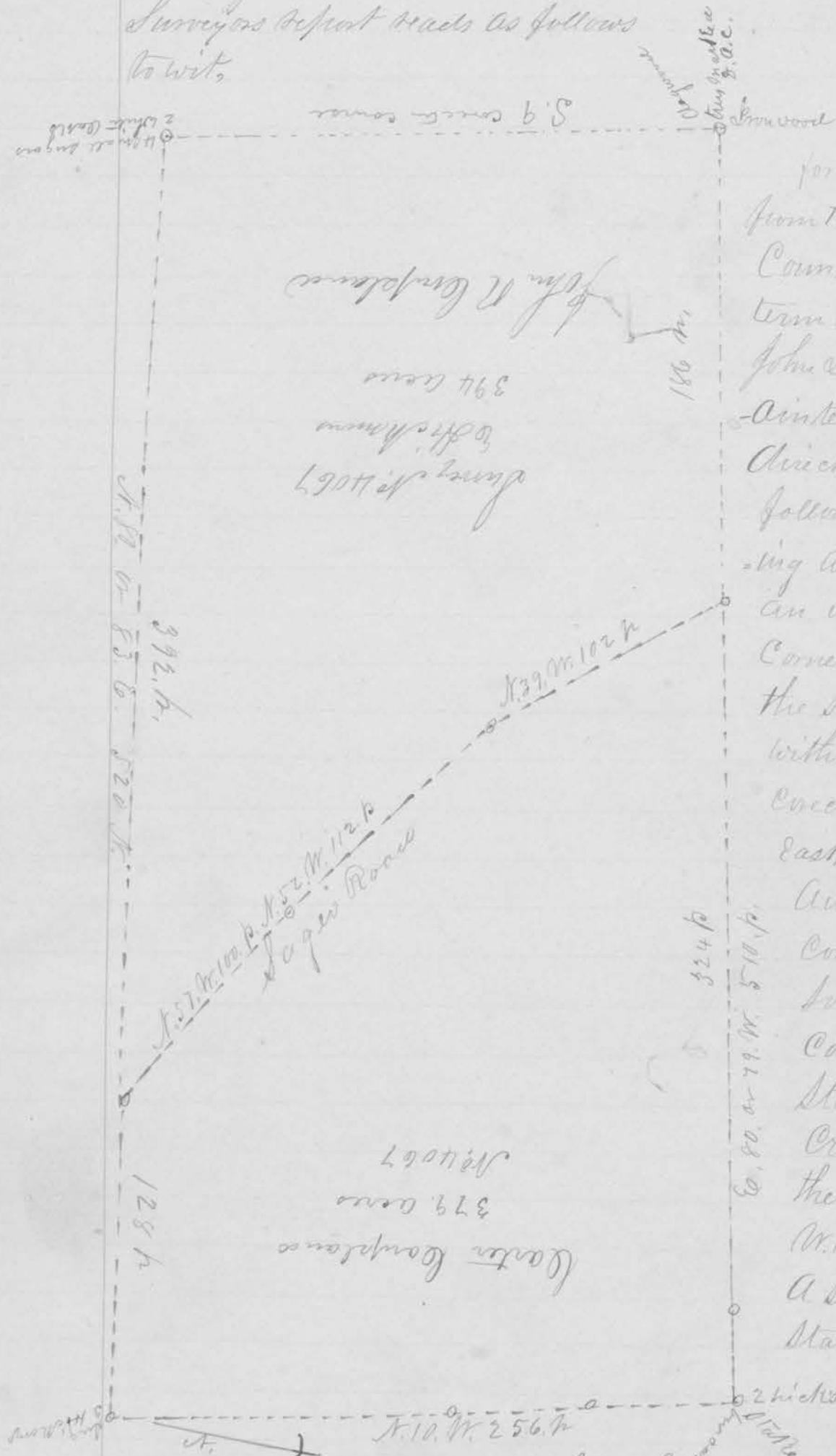
L

Ohio your
 State of Virginia
 simple of an
 four thousand
 beginning at
 original survey
 and 4 small
 No. 225
 track of 560 acres
 a stake south
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 and your
 the town of
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 October 14. 1846
 1847. James
 of May 1847.
 plainant it is

Ordered that James L Bates be appointed Guardian ad litem for
 the infant defendant Carter Complaund and thereupon in open Court
 and accepted said appointment and filed his answer to said Bill
 which answer reads as follows to wit: The answer of Complaund
 to the bill of Complaint exhibited against him and others by John R
 Complaund. And the said Carter Complaund by his Guardian ad litem
 Comes and says that he is ignorant of the premises and prays the Court to
 protect his rights and enter such order in the premises as may secure
 his interest By James L Bates, his Guardian ad litem. And afterwards
 to wit on the 4th day of May 1847. An motion to the Court by the Counsel for the
 Complainant it is ordered that by the Oaths of William Winger John Seper and
 John P. Woods one full and equal half of the lands in said Petition described
 be assigned and set off to the said John R Complaund and it is further
 ordered that a writ of Partition issue to the Sheriff of Union County
 Commanding him to Cause said partition to be made accordingly,
 And afterwards to wit on the 4th day of May 1847. the following writ of Partition
 was issued which reads as follows to wit: The State of Ohio Union County ss.
 To the Sheriff of Union County Greeting, We Command you that without
 delay by the Oaths William Winger John Seper and John P. Woods
 you Cause one full and equal half of the following real estate
 to be assigned and set off to John R Complaund to wit Part of survey
 Number 4 four thousand and sixty seven, bounded and described
 as follows to wit, beginning at 3 Hickories and a sugar tree south east corner
 to the Original Survey (N^o 4067) running thence S 80° W. 400 poles to two white Oaks
 and 4 small Sugar trees south west corner to the Original Survey thence
 N 10° W. 225 poles to a stake south west corner to David O. Complaund tract of 560
 Acres of Land thence with his line north 80° East 400 poles to a stake south east
 corner of said Complaund tract, thence N 10° E. 225 poles to the beginning contain
 ing five hundred and sixty Acres. And that your proceedings in the
 premises, you distinctly Certify, under your hand, to our Court of
 Common Pleas within and for the said County of Union together
 with this writ. Witness John Cassie Clerk of said Court at the Court
 House at Paris in this 4th day of May AD 1847. John Cassie Clerk,
 And afterwards to wit on the 12th day of May 1847. the Sheriff returned
 said writ endorsed as follows to wit, I have executed the within writ
 by the Oaths of the within named Commissioners whose report is here with
 returned. Philip Swider Sheriff, said report reads in the words and figures
 following to wit: John R Complaund vs Carter Complaund, Partition Union Common
 Pleas. We the Commissioners appointed in this Cause to make Partition of the following
 described premises to wit, A part of the survey Number four thousand and
 sixty seven (N^o 4067) beginning at 3 Hickories and a sugar tree south east corner
 of the Original Survey N^o 4067, running thence S 80° W. 400 poles to 2 white Oaks and
 4 small Sugar trees south west corner to the Original Survey thence N 10° W. 225
 poles to a stake south west corner to David O. Complaund tract of 560 Acres of Land
 thence with his line N 80° W. 400 poles to a stake south east corner to said Complaund
 tract, thence N 10° E. 225 poles to the beginning containing 560 Acres of

Ls

Land between John R Coupland and Carter Coupland and having been duly sworn upon actual view of the premises do assign and set off to the said John R Coupland the following described part of the said described premises as his partition thereof to wit: All lying west of the Sager road containing three hundred & ninety four acres and we do set off to Carter Coupland as his equal half of said survey all lying east of said Sager road containing three hundred and seventy nine acres for boundaries reference is made to the plat made by William B Brown Surveyor in said partition herewith returned Given under our hands and seals this 11th day of May A.D. 1847
 W^m Waiget ~~Seal~~ John Seper ~~Seal~~ John P Woods ~~Seal~~
 Surveyors Report reads as follows
 to wit:



Thereby certify that Under a writ of partition for to divide Survey No. 4067, issued from the Court of Common Pleas for the County of Adams, Ohio, at their May term 1847, in which William Waiget John Seper + John P Woods were appointed Commissioners under whose direction I surveyed the same as follows for John R Coupland beginning at a sugar tree marked D.C.C. an iron wood & clay wood south west corner to David A Coupland's part of the same survey from thence running with original west line of the survey erecting the course thereof south 9 East, 224 poles to 4 small sugar trees and 2 white oaks original west corner to the survey thence with the south line thereof erecting the course thereof N. 83. E 392 poles to a stake in the Sager road in the crossing of the Richey + Jolly road thence with the Sager road N. 57. W. 100 poles thence N. 52. W. 112 poles to a stake thence N. 32. W. ²⁴/₁₀₇ poles to a stake in the west line thence with said line erecting the course thereof south 79. west 186 poles

to the beginning containing three hundred and ninety four acres being said John R Coupland's equal half of said survey also to Carter Coupland as his equal half of said survey as follows, beginning at 3 hickories and a sugar tree south east corner to the survey from thence running north 10. W. 256. poles to a stake witness a bur oak and 2 hickories corner

John W. Robinson
 Guardian of J. C. Mitchell
 vs
 Alexander R. Mitchell

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May 22 1847

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... then remaining
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... thereof south 9
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... then with the
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... 8392 poles to a
... road in the
... by & Kelly road
... Lager road N. 57.
... W 112 poles to
... ²⁴ 1072 poles to a
... line thence with
... Correcting the course
... 186 poles
... acres being
... to Carter land
... at 3 markers
... remaining
... markers corner

to David C Coupland's land thence with his line S. 79. W Correcting the course 324 poles to a stake in the Centre of the Lager road thence with said road S 39. E 102 poles thence South 52. E. 112 poles to a stake thence South 57. East 100 poles to a stake in the north line then with said line Correcting the course N 13. E 128 poles to the beginning Containing 377. Acres, reference to the within plat and to the report of the Commissioners above named William B Erwin County surveyor M, C, O, And afterwards to wit on the 5th day of August 1847. An motion to the Court by Mr Thomas Counsel for the Petitioner and upon producing the proceedings of the Sheriff, and also the report and proceedings of the Commissioners herein before appointed, and the same being examined. It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severally the shares set off and assigned to each respectively by the said Commissioners and it is further ordered that the Costs and expenses of this suit amount to Dollars, be paid within sixty days by the parties in the following proportions to wit John R Coupland one half and Carter Coupland one half and that Mendel Thomas be allowed twenty five dollars attorney fee as part of the Costs in this case, and that in default of the payment of the Costs within the sixty days that execution issue therefor,
Attest John Cassie Clerk,

John W. Robinson
Guardian of J. C.
Mitchell

Alexander R. Mitchell

Plas before his Honor James S Lobert Esq. President Christian Myers and Levi Phelps his Associates Judges at a court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the third day of August in the Year of our Lord One thousand eight hundred and forty seven. Be it remembered that here tofore to wit on the 23rd day of April 1847. John W Robinson Guardian of J. C. Mitchell by Allison J Curry his Atty's filed herein his Petition which reads in the words and figures following to wit, In the Court of Common Pleas within and for the County of Union and State of Ohio, Your Petitioner John W Robinson Guardian of John C Mitchell a minor, both of the County of Union aforesaid represents that his said ward has a legal right to and is seized in fee simple of an undivided moiety or half part of the following real estate situate in the County of Union and State of Ohio, Containing about three hundred acres being part of Survey N. 2879. and bounded on the north and East by lands now or lately occupied by the heirs of John Brown on the south by Dorsey Kessell and on the west by lands now or lately owned by Samuel Mitchell James Mitchell and David Mitchell. And your petitioner further represents that Alexander R Mitchell of the same County who is a minor is a tenant in common with your petitioner in the said premises. Your Petitioner therefore prays that partition of said lands may be made and

The interests of the said John C. and Alexander R. be set off to each in sever-
 ally or if the same cannot be done without manifest injury that there
 such other proceedings may be had in the premises as are authorized
 by Law By Allison & Curry his Atty, And afterwards to wit on the 22^d
 day of June 1847. the following writ of Subpoena was issued which together with
 the Sheriff return reads in the words and figures following to wit. The State of Ohio
 Union County W. To the Sheriff of the County of Union Greeting, We Command you
 that you summon Alexander R. Mitchell to appear before the Judges of our Court
 of Common Pleas at the Court House on the 3^d day of August next ensuing to
 answer a Petition for Partition exhibited against him by John W. Robinson
 Guardian of John C. Mitchell demanding partition in a tract of land con-
 taining about 300 acres in Survey N. D. 179. which the said John C. Mitchell &
 Alexander R. Mitchell own as tenants in common. And this he shall
 do no wise omit under the penalty of one thousand dollars. And have
 then and there this writ. Witness John Cassel Clerk of our said Court
 at the Court House this 22^d day of June A. D. 1847. John Cassel Clerk,
 Sheriff return) Dated the 23^d day of June A. D. 1847. By delivering a certified
 copy of this writ to the within named defendant, Philip Linder Sheriff,
 And afterwards to wit on the 3^d day of August 1847. on motion to the
 Court by Mess. Allison & Curry Counsel for Plaintiff. It is ordered that
 J. C. Doughty, be appointed Guardian Ad Litem to the infant defendant
 Alexander R. Mitchell. And thereupon the said J. C. Doughty appeared in
 open Court and accepted said appointment. And afterwards
 to wit on the 3^d day of August 1847. Alexander R. Mitchell by J. C. Doughty
 his Guardian Ad Litem filed herein his answer which reads as
 follows to wit. The Answer of Alexander R. Mitchell infant defendant
 to the Petition for Partition of John W. Robinson Guardian of John C. Mitch-
 ell by J. C. Doughty his Guardian Ad Litem. And the said Alexander
 R. Mitchell by J. C. Doughty his Guardian Ad Litem now comes and
 for answer to the said Petition of the said John W. Robinson says that he
 knows of no reason why partition should not be made as prayed for in
 said Petition and prays to be dismissed &c. Alexander R. Mitchell
 J. C. Doughty, Guardian Ad Litem, And afterwards to wit on the 3^d day
 of August 1847. this cause came on to be heard upon the petition answer
 of guardian Ad Litem &c. And was argued by Counsel on consideration
 whereof, it is ordered that by the Oaths of Andrew S. Alden William Orr
 and James Rice Esq. partition be made of said lands in the following
 proportions to wit to the said John C. Mitchell one equal half part and
 to the said Alexander R. Mitchell. one equal half part. And it is further
 ordered that a writ of Partition issue to the Sheriff of Union County
 commanding him to cause said partition to be made accordingly,
 and report his proceedings herein forthwith, And afterwards to wit
 on the 3^d day of August 1847. the following writ of Partition was issued which reads
 as follows to wit. The State of Ohio. Union County W. To the Sheriff of said County Greeting,
 We Command you that without delay by the Oaths of Andrew S. Alden William
 Orr and James Rice Esq. you cause partition to be made of the following

L. 1

L. 1

Said writ, three hundred acres of Land being part of Survey N^o. 2877. And
 bounded on the North and east by lands now or lately occupied by the heirs of
 John Brown on the South by Darby Creek and on the West by lands now or
 lately owned by Samuel Mitchell James Mitchell and David Mitchell
 to the following persons and in the following proportions to wit. To John C. Mitchell
 One equal half part and to Alexander R. Mitchell one equal half part. And
 that your proceedings in the premises you distinctly certify under your
 hands to our Court of Common Pleas within and for the said County of
 Union together with this writ forthwith. Witness John Cassil Clerk
 of said Court at the Court House this 3^d day of August A.D. 1847. John
 Cassil Clerk, said writ was afterwards returned on the 5th day of
 August 1847. Endorsed as follows to wit, served this writ August 5th 1847.
 Philip Switzer Sheriff, said Commissioners report was filed herein on this
 day of August 1847. and reads as follows to wit, We the undersigned Commis-
 sioners on partition an a part of Survey N^o. 2877. for John C. Mitchell & Alexander
 R. Mitchell heirs of David Mitchell decd. under order of the Court of Common
 Pleas of Union County, Ohio at the August term for 1847. would report that
 we have caused survey and partition to be made of the premises in said
 Order as follows to wit to John C. Mitchell one equal half containing
 163 acres Lot N^o. 1. marked A. and to Alex. R. Mitchell one equal half contain-
 ing 163 acres Lot N^o. 2. marked B. on the plat and survey herewith returned
 to which reference is had for more particular description and bound-
 aries. All of which is respectfully submitted August 5th 1847.

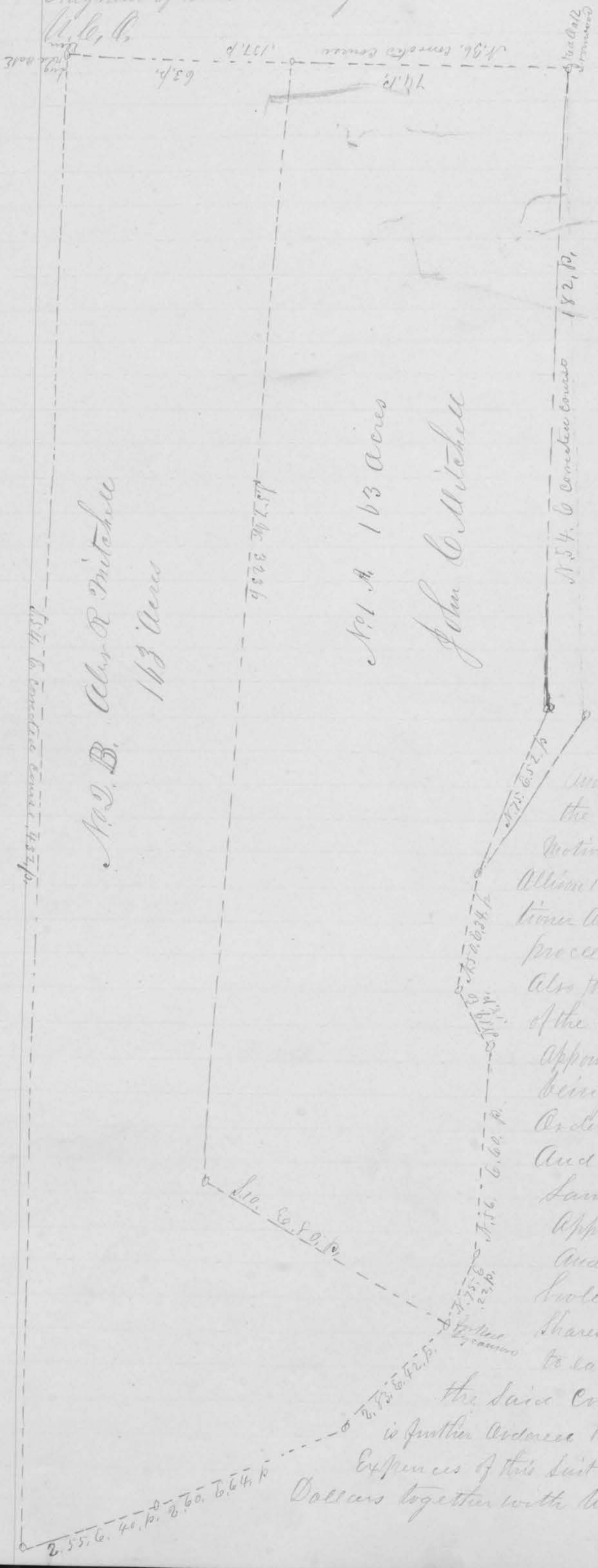
L.S.

Alfred S. Alden
 James Reed Esq. Commissioners

My Surveyors report reads as follows to wit, William Orr
 I hereby report that I proceeded on the 3^d day of August 1847 under the direc-
 tion of James Reed Esq. Andrew S. Alden & William Orr Commissioners in
 partition to survey and divide a lot of Land in Survey N^o. 2877. between John
 C. Mitchell and Alexander R. Mitchell heirs of David Mitchell decd.
 as follows for John C. Mitchell, beginning at a red oak & Iron wood south-
 ealy corner to Land owned by the heirs of John Brown from there running
 with Browns line N. 36. W. that being the correct course 74 poles to 3 Hickories Elm
 & maple then South 57. West 323 poles to a stake witness 2 white Oaks then South 10
 East 88 poles to a forked log camore on the north bank of the creek then down the
 creek with the meanders thereof N. 75. E. 22. p. N. 56. E. 60. p. N. 19. E. 181. N. 56. E. 34. p.
 N. 75. E. 52 poles to the lower line of the survey thence with said line N. 50. E. that
 being the correct course 152 poles to the beginning containing 163
 Acres it being Lot N^o. 1. marked A. on the above plat. and to Alex. R. Mitchell as
 follows beginning at a sugar tree, red oak & Elm northerly corner to the lot from there
 running South 54. West that being the correct course 432 poles to the creek
 thence down the creek with the meanders thereof South 55. E. 40. p. South 68. p.
 64 p. South 82. E. 42. poles to forked log camore on the north bank of the creek
 corner to John C. Mitchell Lot thence with his line N. 10. W. 80. p. to a stake thence
 N. 57. E. 323. poles to 3 Hickories & Maple said John C. Mitchell, corner thence
 North 36. West correct course 63 poles to the beginning containing 163

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 County Clerk,
 Alden William
 of the following

Acres being Lot No. 2 marked B on the above plat which is a correct Diagram of both Lots. August 5th 1847. William B. Brown County Surveyor W. L. C.



And afterwards to wit on the 8th day of August 1847. On Motion to the Court by Messrs William Henry Counsel for the Petitioner and upon producing the proceeding of the Court and also the report and proceedings of the Commissioners herebefore appointed and the same being examined. It is Ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties hold in severalty the Shares set off and assigned to each respectively by the said Commissioners and it is further ordered that the Costs and Expenses of this Suit taxed to Dollars together with twenty Dollars

The Ohio Life Insurance & Trust Company
 Sidas H. Strong and Maria W. Strong

is a correct
County Surveyor

Attorney fee to Allison & Curry within twenty days by the parties in the following
proportions to wit the said John W Robinson as Guarantian of V. L. Mitchell
One half and the said Alexander R Mitchell one half, and that in defa
ult of which execution issue therefore.

Attest John Cassil Clerk,

The Ohio Life Insurance
& Trust Company
by
Silas G Strong and
Maria B Strong

Plas before his Honor James L. Lorbert Esq. President Christian M. Yous and
Levi Phelps his Associate Judges at a Court of Common Pleas begun
and held at the Court House in the Town of Marysville within and
for the County of Union and State of Ohio on the Thirce day of August
in the year of our Lord one thousand eight hundred and forty seven
Be it remembered that heretofore to wit on the 16th day of April 1844, the
Complainant by Swaine & Bates his solicitors filed herein his Bill in Chan
cery which reads in the words and figures following to wit To the Honorable
the Court of Common Pleas of Union County & State of Ohio in Chancery setting
your Orator the Ohio Life Insurance & Trust Company respectfully represents that on
the eighteenth day of April A.D. 1835, one Silas G Strong loaned and received of
your Orator the sum of twelve hundred dollars and executed to your Orator
his note for said sum bearing date the day and year last aforesaid and
payable on demand to your Orator or order at the Office of your Orator in
Union County with interest thereon at their rate of seven per centum per Annum
and to secure the payment of said note and the interest thereon the said
Silas G Strong, and Maria B. Strong his wife executed to your Orator
a mortgage deed bearing date the day and year last aforesaid whereby
the said Silas & Maria conveyed to your Orator in fee simple the following
real estate in said Union County and described as follows to wit All
that certain tract of land situate lying and being in the County of Union
being part of Survey N. 2254, and bounded as follows to wit beginning at two
Ash trees and an Elm South east Corner of Survey N. 3351, thence South ten
degrees East 445 poles to a white Oak and beach South east Corner to
Survey N. 2256, thence North 80 degrees East 212 poles to a Sugar tree and dog
wood Corners a lot conveyed by Silas G Strong to J. W. Vinney thence with
Vinney's line North 10 degrees West 125 poles to two Ashes and a sugar tree another of
Vinney's Corners thence North 80 degrees East 120 poles to a stake passing two Sugar
trees and an Elm at 100 poles thence North 10 degrees West 320 poles to a stake
in the original line of said Survey number 2254, thence South 80 degrees
West 332 poles to the beginning containing eight hundred and twenty four
Acres which conveyance is however subject to a condition of defeasance
upon the payment of the said sum of \$1200, and the interest thereon at
the rate aforesaid, your Orator further represents that the said Silas G Strong
has not paid said sum of \$1200, nor any part thereof, although the same has
been repeatedly demanded, whereby the legal estate in said premises

as to wit on
August 1847. On
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has become vested in your Orator redeemable nevertheless in equity upon the payment of the said sum of \$1200. And the interest due and to become due thereon and the said sum with a large amount of interest thereon being due your Orator applied to said Silas G. Strong, for the payment of the same which he has hitherto wholly neglected and refused to do. your Orator therefore prays that said Silas G. Strong, and Maria B. Strong may be made parties defendants to this bill and compelled to answer the same upon oath that an account may be stated of the amount of principle and interest due to your Orator on said note & mortgage and that said premises may be sold and the proceeds applied to the payment of said principle and interest and for such other and further relief in the premises as equity and good conscience may require. Leverage & Bates Solrs for Complainant; And afterwards to wit on the 16th day of April 1844, the following writ of Subpoena was issued to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting; We command you that you summon Silas G. Strong and Maria B. Strong to appear before the Judges of our Court of Common Pleas at the Court House forthwith to answer a bill in Chancery exhibited against them by the Ohio Life Insurance & Trust Company and that they shall in no wise omit, under the penalty of one thousand dollars; And have them and these this writ. Witness John Bassett Clerk of our said Court at the Court House, this 16th day of April AD 1844. John Bassett Clerk of Com. Pleas, And afterwards to wit on the 16th day of April 1844 the Sheriff returned said writ enclosed served by Certified Copy April 16. 1844. W. Steele Sheriff, And afterwards to wit on the 3rd day of October 1844, this cause came on to be heard upon the bill exhibits and testimony and was argued by Counsel in consideration whereof. It is ordered that said bill be taken for confessed (the said defendants still failing to appear plead answer or demur to said bill) and the Court finding that there is due from said Silas G. Strong to said Complainant the sum of thirteen hundred & sixty one dollars (\$1361) it is further ordered that said Strong pay said sum to said Complainant within ten days after the rising of this Court and in default thereof, that this cause be referred to the Sheriff of Union County (who is hereby appointed special master Commissioner for that purpose) to proceed and sell said premises as upon execution at law and apply the proceeds first to pay the costs of this suit and the amount due Complainant and hold the residue subject to the order of Court. And that he make return of his proceedings to the next term of this Court to which time this cause is continued, said order having been certified to the said Sheriff as special master &c. And afterwards returned on the 5th day of May 1845 enclosed as follows to wit. He received this writ Oct 15. 1844 & offered for sale on the 22nd day of Feb. 1845. (824 acres of land Survey N. 2254 described more particularly in the bill filed in this case having previously advertised the same according to Law. And also having the same appraised by the Oaths of Major Wm. Keyserian Lee & Robinson L. Brown at \$750

S. S.

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 at Oct 15. 1844
 Survey N. 2254
 having previously
 same appraised
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for want of date made for want of Bidders Wm Robinson Sheriff & Special
 Master in Chancery, and afterwards to wit, on the 27th day of May 1845 this
 Cause was continued under former Order, and afterwards to wit on the 19th day
 of June 1845 said Order was certified to the said Sheriff & Special Master & under the
 Seal of said Court, and was returned on the 20th day of August 1845, endorsed
 as follows to wit, received this writ June 19th 1845, advertised the within described
 real estate as the law requires, and put sale for want of Bidders August 19th
 AD 1845, Wm Robinson Sheriff and afterwards to wit at the August term of said
 Court 1845, this Cause was continued under former Order, and afterwards
 to wit on the 20th day of September 1845, said Order was certified to the said Sheriff
 & Special Master & under the Seal of said Court and was returned on the 28th day
 of October 1845, endorsed as follows to wit, received this writ September 20th 1845,
 advertised the real estate described in the Complainant's bill in this
 Case as the Law requires, and offered the same for sale at the door of the
 Court House in the County of Union and State of Ohio, between the legal hours
 on the 22nd day of Oct AD 1845, as will sole for want of Bidders Wm Robinson
 Sheriff of Union County Ohio, and afterwards to wit, on the 28th day of October
 1845, an Auction, and it appearing to the satisfaction of the Court that the Com-
 plainant in this Case have paid in said premises one hundred and seventy
 three dollars and seven cents the taxes interest and penalty on said premises
 It is ordered that the master herein before appointed pay to said Complainant
 said sum with interest from Oct 25th 1845, out of the purchase money and
 this Cause continued under former Order, and afterwards to wit on
 the 16th day of April 1846, this Cause was continued under former Order,
 and afterwards to wit on the 28th day of July 1846, this Cause was continued
 under former Order, and afterwards to wit on the 15th day of August 1846
 said Order was certified to said Sheriff & Special Master & under the Seal of
 said Court, and was afterwards returned on the 14th day of October 1846
 endorsed as follows to wit, The Ohio Life Insurance & Trust Company as
 Elias H Strong, the report of William W Robinson Special Master in this Cause
 who was ordered to make sale of the lands and tenements in the bill
 mentioned by an interlocutory decree made at October term 1844 The said Wm
 Robinson in pursuance of said interlocutory Order proceeded on the twentieth day
 of January AD 1845, by the aid of Robert Thomas Main Mason & by him see three
 disinterested freeholders residents within the County of Union to cause the lands
 and tenements in the said bill mentioned to be appraised and which are
 accordingly appraised by said freeholders at the sum of \$750 per acre, as
 per copy of said appraisement herewith filed, and then upon the said Master
 having first given public notice of the time and place of sale by advertising the
 same for more than thirty days in the Argus a newspaper printed and in ge-
 neral circulation in said County of Union previous to and to be sold on the
 14th day of October 1846, as herein after specified did sell said lands and
 tenements at public Auction on the said 14th day of October AD 1846, between
 the hours of 10 o'clock and 4, to Joshua Baldwin for the sum of 50¢ per acre
 being two thirds of the appraised value thereof, all which is submitted Oct
 14. 1846, Wm Robinson Sheriff, and afterwards to wit on the 17th day of

October 1846. This day William M Robinson Special Master Commissioner of this Court made his return to this Court of his proceedings upon the Order of sale in this Cause whereby it is shown that the said land in said Order mentioned was sold by said Master according to said. On the 14th day of October 1846. And that Joshua Baldwin became the purchaser thereof. And a motion being now here made that the said sale to said Joshua Baldwin of said land be confirmed. And it is so ordered by consent of parties said motion is continued for decision to the next term of this Court, and afterwards to wit on the 8th day of May 1847. Motion to confirm sale &c continued. And afterwards to wit on the 6th day of August 1847. The motion heretofore made to confirm the said herein came on to be heard and the Court having carefully examined the report and proceedings of the Sheriff upon the sale herein made and finding the same in all respects fairly and legally made do confirm the same and the purchase money having been paid and the term of Office of the Sheriff who made said sale having expired the present Sheriff is hereby ordered to make to the purchaser a deed for said premises to hold. It is on motion further ordered and decreed that the monies owing from said sale be paid in pursuance of the decree of distribution made at our last term in the Case of Wilson Butler & Baldwin et als Against Silas G Strong et als. After paying the Costs herein taxed at \$

Attest John Cassil Clerk,

Wilson Butler et als
vs
Silas G. Strong

Plas before his Honor James S. Fortak Esq. President Christiana Meyer and Esq. Phelps his Associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On the Thirtieth day of August in the year of our Lord One thousand Eight hundred and Forty seven. We it remembered that heretofore to wit on the 15th day of April 1846. Wilson Butler et als. by Swan & Andrews & Allison Conroy their Solicitors filed herein their Petition in the words and figures following to wit. In the Court of Common Pleas of Union County in Chancery sitting Your Orators Lewis O Wilson Elias Butler William Baldwin William Small Ezekiel H Williams Isaac Small John W Baldwin Charles Anthony Thomas & Dorence and John M. Nixon represent. That your Orators Lewis O Wilson Elias Butler and William Baldwin residents and citizens of the City of New York in the State of New York at the December term AD 1841. with the 24th day of December 1841. of the Circuit Court of the United States in and for the District of Ohio. by the Consideration and judgment of said Court recovered against Silas G Strong nineteen hundred and eighty one dollars fifty eight cents damages in Assumpsit and nine dollars fifty five cents Costs of Suit. And which judgment together with twenty four dollars and eighteen cents in case Costs of Suit remain due and unsatisfied. That said judgment remains in full force & a lien upon the real estate

Commissioner of
the Order of Sale
then mentioned
then 1846. And
a motion being
of said land
said motion
and afterwards
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the real estate

of said strong that execution fieri was duly issued upon said judgment and
by virtue thereof on the 25th day of March 1842. for the want of goods and chattels the
Marshal of said District levied on 824 acres of land part of survey N: 2254. in the
Virginia Military District in the County of Union in said State of Ohio bounded as
follows beginning at two Ashes and an Elm South east Corner of Survey N: 3357
thence N. 60. 405 poles to a White Oak and beech S.E. Corner to survey N: 2254. thence
N. 50. E. 212 poles to a sugar tree and a logwood corner to a lot conveyed by Elias
H. Strong to E. B. Vining thence with Vining's line N. 70. W. 125 poles to two Ashes
and a sugar tree another of Vining's corners thence N. 80. E. 120 poles to a stake
passing two sugar trees and an Elm at 100 poles thence N. 10. W. 320 poles to a
stone in the original line of said survey N: 2254. thence S. 80. W. 532. poles to the
beginning containing 824 acres. that your Orators William Small Esq. and
H. Williams Isaac Small and John W. Bradwin by the judgment and
consideration of the Court of Common Pleas of Union County recovered a
judgment against said Strong at the November term of said Court A.D. 1841
for twelve hundred and sixty four dollars and sixty cents damages in
assumpsit and seven dollars and sixty six cents costs and twenty dollars
and thirteen cents increase costs have since accrued that said judgment
and costs remain due and unsatisfied on said judgment in full force and
is a lien on the real estate of said Strong that execution fieri was duly issued
upon said judgment and on the 4th day of January A.D. 1842. was levied upon
the premises herein before described. That your Orator Charles Anthony
Esq. and for the use and benefit of your Orators Thomas Le Causse and John
M. Nixon (Survivors of Cornelius R. Long and deceased) partners &c by the
consideration and judgment of the Court of Common Pleas of Clark County
Ohio recovered a judgment against said Strong for the sum of two thousand
one hundred and thirty five dollars fifty five cents damages in assump-
sit and seven dollars and forty two cents costs that twenty two dollars and
fifty nine cents increase costs have accrued thereon. that said judgment
remains in full force unsatisfied and is a lien on the real estate of said
Strong that execution fieri was duly issued upon said judgment to the
Sheriff of said Union County and on 11th July 1842. a levy was made upon the
premises herein before described your Orators further represent that
The Ohio Life Insurance and Trust Company have filed a bill in
Chancery in this Court which is now pending against the said
Strong for sale &c of said premises above described under and by virtue
of a mortgage made by said Strong and wife to said Company on the 15th
day of April A.D. 1835. to secure a loan of twelve hundred dollars and
said Trust Company have obtained an interlocutory order of this Court
for the foreclosure of said mortgage and sale of said premises &c all which
will more fully and at large appear by reference to said bill of said
Trust Company and the proceedings thereon now before the Court. That
under said interlocutory order of sale said premises have been apprais-
ed and are at two thirds their value worth much more than the amount
due of said mortgage of said Trust Company and your Orators are
entitled by virtue of the premises to a large amount of the money which

may be made by the sale of said real estate under said Order of sale,
 your Orators pray that said Ohio Life Insurance and Trust Company
 & Silas Strong, may be made parties defendants to this petition and ans-
 wer the same that the several heirs of the parties may be established and
 the proceeds of the sale of said premises under said Order may be appor-
 tioned according to the respective rights and liens of the parties and
 the money ordered paid &c accordingly. Swann & Andrews Solrs for
 Butler Wilson & Baldwin Curry & Allison Solrs for other Comps.
 The Ohio Life Insurance and Trust Company waive process and appear in this
 case April 12th 1846. Swayze & Water Solrs for Just Sec. And thereupon the following
 Subpoena was issued out of the Clerk's Office aforesaid to wit. The State
 of Ohio, Union County. To the Sheriff of the County of Union Greeting, We
 Command you that you summon Silas Strong to appear before the
 Judges of our Court of Common Pleas at the Court House forthwith, to answer
 a Petition in Chancery, exhibited against him and others by Wilson Butler
 et al. and that he shall in no wise omit, under the penalty of one thousand
 dollars and have then and there this writ. Witness John Cassil Clerk of
 our said Court at the Court House this 15th day of April AD 1846.
 John Cassil Clerk of Com. Pleas, And afterwards to wit on the 15th
 day of April 1846, the Sheriff returned said writ endorsed as
 follows to wit. Served this writ April 15th 1846, by delivering a certified
 Copy of this writ to the defendant, W M Robinson Sheriff, and afterwards
 to wit on the 30th day of July 1846, this day came the complainants by the Solicitor
 and the defendants having failed to appear and plead answers to demand to said
 bill the same is taken as confessed against them and the said Charles
 Anthony Thomas & Nixon having since the filing of this bill caused their
 levy upon the premises in the bill described to be set aside the bill as to
 said Charles Anthony Thomas & Nixon is dismissed - this Cause coming on to be
 heard upon bill and exhibits &c the Court do find, Order and judge
 and decree that the proceeds arising from the sale of the premises in
 the bill described be paid out and that the several liens shall be satisfied
 in the following Order and have priority as numbered below,
 First - The amount due our Decree in favor of The Ohio Life Insurance and
 Trust Company upon the mortgage in the Bill described, and then the
 Costs herein taxed at,
 Second - The Judgment of Small Williams & Co in the Bill described
 Third - The Judgment of Wilson Butler and Baldwin in the Bill
 described, and for the purpose of distributing the proceeds arising
 from the sale of said premises when made, this Cause is continued,
 and afterwards to wit on the 14th day of October 1846, this Cause was
 continued, and afterwards to wit on the 8th day of May 1847, this Cause upon
 motions Order &c made &c continued at the last term, and afterwards
 to wit on the 6th day of August 1847, The sale of lands mortgaged by Silas
 Strong to the Ohio Life Insurance and Trust Company, having been made
 (reference being had to the proceedings in the case of said Company
 against the said Strong) It is ordered that said monies

See

✓
 Edward A. Munroe
 In trust for W. Wilson & Co
 vs
 Andrew Johnson & Co
 & Mary his wife.

be paid over as hereinbefore decreed in this case.

Attest John Cassil Clerk,

✓
Edward A. Cummings
In Trust for W. Wilson & Co
vs
Andrew Amrine & Co
& Mary his wife.



Pleas before his Honor James L. Stobert Esq. President Christian Myers and Levi Phelps his associates Judge of a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the Thirtieth day of August in the Year of our Lord one thousand eight hundred Forty Seven.

Be it remembered that heretofore to wit on the 27th day of May 1845 the Complainant by Edward A. Cummings Solicitor filed herein their Bill in Chancery in the words and figures following to wit. To the Judges of the Court of Common Pleas within and for the County of Union & State of Ohio in Chancery sitting Edward A. Cummings of Clark County Ohio, represents that William W. Woods of Union County Ohio, being indebted to William Wilson & James Wilson partners in trade by the name & firm of William Wilson & Co of the City of Philadelphia did on the first day of April AD 1843, assign to your Orator in trust for said William Wilson & Co a note payable to William W. Woods or order for \$300 in eighteen months after date with interest from date and dated March 27th 1843. Drawn by Andrew Amrine 2^d & which said note is secured by mortgage bearing date the 29th day of June AD 1843. Duly executed by the said Andrew Amrine 2^d & Mary Amrine his wife & And who your Orator prays may be made defendants to this bill & your Orator further represents that the said Andrew Amrine 2^d being indebted to the said William W. Woods in the said sum of three hundred dollars payable as aforesaid being or pretending to be seized in fee simple of the following described premises to wit being a part of a survey of five hundred acres & a part of a military warrant Number 4083, beginning at two Sugar Oak Elm & ash South east Corner to Henry Amrine's thence with his line North 8^o W. 168 poles to a Maple & Oak North East Corner to said Henry Amrine & the North Original line of the survey thence with said line North 81^o East 57 poles & 4 links to a Hickory thence South 8^o East 168 poles to an Ash Elm & Ironwood thence South 81^o West 57 poles & 4 links to the beginning containing 50 acres the said Andrew Amrine 2^d & Mary his wife by their deed duly executed & dated on or about the 29th day of June AD 1843. Conveys to the said William W. Woods the same premises in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of three hundred dollars with lawful interest thereon from and after the 27th day of March 1843. in eighteen months after said date as in & by said deed of Mortgage & note herewith filed & made part of this bill will more fully appear. Your Orator further represents that said defendants were made acquainted with the assignment of said deed of Mortgage & note to your Orator at the time of said assignment & that no part of said sum has been paid to your Orator & that there is

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due the whole of said sum of \$300 & interest thereon as aforesaid & your Orator prays sale of said premises & that a writ of Subpoena may issue against the said defendants & that said mortgaged premises may be sold & the proceeds of said sale be applied to the payment of the debt due to your Orator & that such other & further relief may be granted to your Orator as equity & good conscience may require, Edward A Cummings Solo for Cplts, Said mortgaged piece referred in the foregoing bill and filed therewith reads as follows to wit, Know all men by these presents that we Andrew Amrine 2^d and Mary his wife of the County of Union and State of Ohio in consideration of the sum of six hundred dollars in hand paid by W.W. Woods of the same place have bargained and sold and do hereby grant bargain sell and convey unto the said W.W. Woods his heirs and assigns forever the following premises situate in the County of Union and State of Ohio bounded and described as follows being part of a Survey of five hundred acres and a part of a military warrant N^o 4083 beginning at a sugar and Elm & ash South east corner to Henry Amrine thence with his line north 82° W 68 poles to a maple and Oak north east corner to said Henry Amrine and the north original line of the Survey thence with said line N 81° E 57 poles & 4 links to a hickory thence S 8° E 168 poles to an ash Elm & iron wood thence S 81° W 57 poles & 4 links to the beginning containing sixty acres to have and to hold said premises with the appurtenances unto the said W.W. Woods his heirs and assigns forever provided always and these presents are upon this condition that whereas said Andrew Amrine 2^d hath executed to said W.W. Woods his two promissory notes dated twenty seventh day of March 1843 for the payment of the following sums of money one note calling for three hundred & one in eighteen months from the date and dated March 27 1843 with interest from the date and one note calling for three hundred dollars due one day after date and dated 27th March 1843 now if the said Andrew Amrine shall pay said several sums of money to said W.W. Woods or his assigns when the same respectively become due with interest then these presents to be void otherwise to be and remain in full force.

By testimony whereof the said Andrew Amrine 2^d and Mary Amrine have hereunto set their hands and seals this 29 day of June in the 1843.

Executed in presence of  Andrew + Amrine 2^d Seal
 Wth Frank Samuel Staley  Mary Amrine Seal

State of Ohio Union County ss.

Before me Wth Frank a Justice of the Peace in and for County personally appeared the above named Andrew Amrine 2^d & Mary his wife and he acknowledged the signing and sealing of the above mortgage to be their voluntary act and deed and the said Mary Amrine being at the same time examined by me separate and apart from her said husband and the contents of said instrument made known to her by me she then declares that she did voluntarily sign seal and acknowledge the same and satisfied therewith; this 29th day of June A D 1843. Wth Frank J. Seal

L.S.

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L.S.

Said note refers to in the foregoing bill and filed therewith reads in the words and figures following to wit, Eighteen months after date I promise to pay W.W. Woods or order three hundred dollars with interest from date value received, March 27^o 1843. Andrew ^{his} Amrine 2^o _{mark}
 About 27^o of March, said mortgage deed was endorsed as follows to wit I assign the within mortgage & all my right title and interest therein to Edward H. Cummings in Trust for William Wilson Esq. of the City of Philadelphia & guarantee the validity of the Consideration therein mentioned and the sufficiency of the Security - W.W. Woods, Filed July 4^o 1843. 11 o'clock A.M. & Received July 5^o 1843. 10 o'clock A.M. in Book 9 Page 9854. James Turner Recorder, And thereupon the following writ of Subpoena was issued out of the Clerks Office aforesaid to wit, The State of Ohio Union County ss To the Sheriff of the County of Union Greeting: We command you, that you summon Andrew Amrine 2^o and Mary Amrine wife of said Andrew, to appear before the Judges of our Court of Common Pleas, at the Court House forthwith to answer a bill in Chancery, exhibited against them by Edward H. Cummings assignee of W.W. Woods in Trust for William Wilson Esq. and that they shall in so wise omit under the penalty of One Thousand Dollars; And have them and there this writ witness John Cassil Clerk of our said Court at the Court House, this 27^o day of May A.D. 1845 John Cassil Clerk of Com. Pleas, And afterwards to wit, On the 27^o day of May 1845, the Sheriff of said County returned said writ, endorsed as follows to wit, I served this writ by sending to both of the within named persons, May 27^o 1845, W.W. Madison Sheriff of Me for J.W. Evans the M. Sec. And afterwards to wit, On the 19^o day of August 1845, this Cause came on to be heard upon the bill of Complainant & Exhibits and was admitted to the Court without argument and the said Andrew Amrine 2^o and Mary his wife having failed to plead answer or answer to said bill, it is ordered that the same be taken as Confession and the Court being fully advised in the premises in the premises and finding the equity of the Case with the Complainant and that there is due to the Complainant for the use of William Wilson Esq. lessor the note and mortgage in the bill mentioned the sum of Three hundred and forty three dollars & ten cents \$343.10. It is therefore ordered adjudged & decreed that the defendant the said Andrew Amrine pay to the Complainant, for the use of William Wilson Esq. the said sum of Three hundred & forty three dollars & ten cents \$343.10, in ten days from the rising of this Court and that in default thereof that the Sheriff of this County who is hereby appointed Special Master Commissioner for this purpose cause the mortgage premises in the bill described to be appraised advertised & sold as upon judgments at Law the money there arising be bring into this Court at the next Term thereof to which time this Cause is continued. Said order having been certified to the said Sheriff & Master Commissioner under the seal of said Court was returned on the 27^o day of March 1846, Endorsed as follows to wit, Received this writ January 22^o 1846 And according to the command of said writ I had said mortgaged real estate appraised by the oath of Alex. James Turner

James Kirkpatrick Act of 9.00 for acre a copy of said appraisement filed in the Clerk's office as the Law requires February 4th 1846. I advertised the above real estate ^{for sale} on the 21st day of March 1846. between the legal hours at the door of the Court House in the County of Union more than 30 days previous to the day of sale March 21st 1846. I offered the above described real estate at the door of said Court House by public outcry and not sold for want of bidders, W. M. Robinson Sheriff, And afterwards writ on the 16th day of April 1846. This Cause was continued under former Order And afterwards writ on the 30th day of July 1846. This Cause was continued under former Order, And afterwards writ another 17th day of October 1846. This Cause was continued under former Order, And afterwards writ on the 27th day of March 1847. Said Order was issued to said Sheriff & Special Master And afterwards returned on the 5th day of May 1847. Endorsed as follows to wit, received this writ March 27. 1847. in obedience to the within Command I duly advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of sale. I afterwards writ on the 3rd day of May A. D. 1847. between the legal hours of ten o'clock A.M. and 4 o'clock P.M. in pursuance of said process 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 Philip Snider Sheriff, And afterwards writ on the 4th day of May 1847. This Cause was continued under former Order, And afterwards writ on the 25th day of June 1847. Said Order was issued to said Sheriff & Special Master under the seal of said Court And was afterwards returned on the 3rd day of August 1847. Endorsed as follows to wit, received this writ June 25th 1847. And by virtue thereof I duly advertised the within named real estate for sale by Publication in the Argus a news paper published and in general circulation in Union County Ohio for thirty days previous to the day of sale I afterwards writ on the 3rd day of August A. D. 1847. in pursuance of said notice process to offer said real estate for sale at Public Auction at the door of the Court House in Marysville in said County, and sold the same to C. H. Cummings bid made by Otway Curry for \$6.00 for acre that being two thirds the appraised value thereof. Philip Snider Sheriff, And afterwards writ on the 6th day of August 1847. On motion to the Court by the Curry Counsel for the Plaintiff, and upon producing the return of the proceedings and sale made by Philip Snider Sheriff and Special Master & Co. as herein before ordered And the Court having examined the same and being satisfied that said sale has in all respects been legally made. It is ordered that the same be and hereby is approved and confirmed. And that the said Sheriff & Special Master so execute and deliver to said purchaser a deed in fee simple for the real estate so by him sold as aforesaid.

Attest John Cassil Clerk,

H. Rigor
vs
James Kirkpatrick

S.S.

H. Rigour & Co
vs
James Hinckley & John Cassie

Pleas before his Honor James S. Taber Esq. President Christian Myer
and Levi Phelps his associates judges at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within
and for the County of Union and State of Ohio. On the third day
of August in the year of our Lord one thousand eight hundred and
forty seven. Be it remembered that heretofore to wit on the 5th day of
May 1847. The Plaintiff by Finch & Jones their Attorney sent out of the Clerks
Office of the Court aforesaid the following writ of summons to wit. State of
Ohio. Union County ss. To the Sheriff of said County Greeting. We command
you to summon James Hinckley John Cassie & James Hinckley Sr. to appear
forthwith before the judges of our Court of Common Pleas in and for the
County aforesaid. At the Court House in said County to answer unto Henry
Rigour & John F. Dunlap. late partners under the name of H. Rigour & Co in a
plea of Assumpsit. Damages one thousand dollars. And have you then
there this writ. Witness John Cassie Clerk of said Court at the Court
House aforesaid this 5th day of May A.D. 1847. John Cassie Clerk, upon which
writ was the following endorsement. To wit. Suit Brot an note of hand made
by Defendants payable to plaintiffs by their said partnership name dated
July 16. 1845. for the sum of eight hundred fifty two dollars & fifty cents
due 18th June 1846. also for goods sold money lent &c Finch & Jones Atty for Plain
tiffs. and also to wit. Be the undersigned defendants to the within writ waive
service of this process & hereby enter an appearance herein May 5. 1847
James Hinckley John Cassie. and afterwards to wit on the 7th day of
May 1847. the sheriff returned said writ endorsed as follows to wit. served on
the 6th day of May A.D. 1847. by leaving an attested copy of this writ at the
residence of the defendant Philip Snider Sheriff. and afterwards to
wit. On the 20th day of May 1847. the Plaintiff by Finch & Jones their Atty
filed in the Clerks Office aforesaid the following Narration to wit.
Union County ss. Court of Common Pleas May Term 1847. Henry Rigour & John F.
Dunlap late partners under the firm of H. Rigour & Co complain of James Hinckley
John Cassie & James Hinckley Sr. in a plea of Assumpsit for that whereas the said
James Hinckley John Cassie & James Hinckley Sr. on the sixteenth day of July
A.D. 1845. at the County of Union aforesaid made their certain promissory note in
writing delivered the same to the said Henry Rigour & John F. Dunlap & thereby
promised to pay the said plaintiffs (by their said partnership name or order)
the sum of eight hundred fifty two dollars & fifty cents on or before the 18th
day of June 1846. for value received. which period has now elapsed and
the said James Hinckley John Cassie & James Hinckley Sr. then & 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 also
for that whereas the said defendants on the 23rd day of June 1846 at the
County aforesaid were indebted to the plaintiffs in one thousand dollars
for the price & value of goods then & there sold & delivered by the plaintiffs
to the defendants at their request. and in one thousand dollars for money
then & there lent by the plaintiffs to the defendants at their request
and in one thousand dollars for money then found due to the plaintiffs

S.S.

from the defendants on an account then & there stated between them
 And whereas the said defendants afterwards on the 1st day of July
 1846. at the County aforesaid in consideration of the premises then &
 there promised to pay the said several last named sums of money to
 the plaintiffs on request yet they (the said defendants) have disre-
 garded their promises & have not paid the said several sums of money
 nor either of them nor any part thereof to the damage of the plaintiffs
 One thousand Dollars & therefore they sue. By Smith Jones P^lty, Atty,
 And afterwards to wit. On the 6th day of August 1847. the defendants
 by Allison Curry their Atty filed herein their plea in the words
 And figures following to wit. James Kirkade for et al vs H Rigour the
 In Union Corn Pleas. And the said defendants come and defend &
 And say that they did not assume and promise in manner and
 form as the said Plaintiffs have declared against them and of
 this they put themselves upon the County and the plaintiff doth the like
 By Allison & Curry their Atty. The plaintiff will also take notice
 that the defendants on the trial of this Cause will give in evidence
 and insist that the plaintiffs were and still are indebted to the
 defendants in the sum of One thousand Dollars for the price and
 value of goods before that time bargained and sold by the defendants
 to the plaintiffs at their request and also in the sum of One thousand
 Dollars for money before that time had and received by the plaintiffs
 for the use of the defendants &c and that the defendants will set off on
 said trial so much of the said several sums of money so due and owing
 from the said plaintiffs to the defendants against any demand of
 the said plaintiffs to be proved on said trial as will be sufficient to
 satisfy and discharge such demand. And will also then and there
 demand a judgment against the said plaintiffs for the balance
 of said sums of money so due the defendants. according to the Statute
 in such Case made and provided. Allison & Curry Atty for Defts,
 And afterwards to wit on the 6th day of August 1847. this day came the parties by
 their Attorneys and submitted this Cause to the Court upon the issues joined
 between the parties and the Court being fully advised in the premises do find
 that James Kirkade for John Cassil and James Kirkade Senr. did assume
 and promise in manner and form as the said H. Rigour has Compt
 ained against them and they assess the damages of the said H. Rigour the
 by reason thereof to nine hundred and ten Dollars and forty three Cents
 therefore it is considered that the said Plaintiffs recover of the said Def-
 endants the said sum of nine hundred and ten Dollars and
 forty three cents his damages aforesaid in form aforesaid assessed and
 also his costs in this behalf expended taxed to _____ Dollars
 And it is further ordered by the Court that in the collection of said above
 judgment the property of James Kirkade for principal be first exhausted
 before proceeding against the Trustees John Cassil and James Kirkade Senr.
 Attest John Cassil Clerk,

John Doe Ex Plea
 Mrs. M. & J. W. Evans
 Richard Roe
 Ransom & Larn J. M.

John Doe Ex Dem
Wm Woods & J. W. Evans
vs
Richard Roe
Ransom Clark Sheriff

Pleas before his Honor James S. Robert Esq. President Christian Myers and
Levi Phelps his Associates Judges at a Court of Common Pleas begun and
held at the Court House in the town of Marysville within and for the
County of Union and State of Ohio on the Thirtieth day of August in the
Year of Our Lord One thousand eight hundred and Forty seven.
Be it remembered that heretofore to wit on the 19th day of May 1845 came
Wm Woods & James W. Evans by P. B. Cole their atty. and filed herein their Decl
aration together with the notice to the Tenant and the return of service which said
declaration notice and return of service reads in the words and figures follow
ing to wit Court of Common Pleas of Union County of the Term of _____ in the
Year of Our Lord. The State of Ohio Union County ss. John Doe complains of Richard
Roe for that James W. Evans and William W. Woods on the first day of January
in the year of Our Lord One thousand eight hundred and forty five at the County
of Union aforesaid had demised to the said John the following lands and
tenements to wit, a certain piece of Land containing one fourth of an acre
known and designated as Inslot N. (W) Seventeen in the town of Marysville
Union County and State of Ohio, so designated on the recorded plat of said
town - and also ten messings ten Cabins ten barns ten Stables ten
Orchards ten Out houses ten yards ten gardens - one acre of arable
land one acre of meadow land one acre of pasture land one acre
of woods land one acre of land covered with water - and one acre
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 first day of January in the year aforesaid. For and
during the term of five years thence next ensuing. By virtue of which
demise the said John entered into the said tenements with the app
urtenances, and was possessed thereof for the term aforesaid. And the
said John being to thereof possess the said Richard afterwards on
the first day of February in the year of Our Lord One thousand eight
hundred and forty five at the County aforesaid 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 P. B. Cole his Attorney, said notice reads
as follows to wit. Mr Ransom Clark Sir I am informed that you are
in possession of an Claim title to the premises in this declaration men
tioned or to some part thereof, and I being in this action as casual
executor 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 yourself defenda
-ant in any stead. Otherwise judgment will be entered against
me by default and you will be turned out of possession May 15th 1845 -
Richard Roe, said return of service reads as follows to wit. Service
May 15th 1845, by delivering a certified copy of the within writ to Ransom
Clark personally, Wm W. Robinson Sheriff, and afterwards to wit on
the 19th day of August 1845, In this case leave is granted to enter -

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Consent rule and Cause Continued, and afterwards to wit on the 29th day of October 1845, the following Consent rule was filed herein to wit, John Doe Ex Dem Evans Woods vs Richard Roe On motion to the Court it is ordered that Ransome Clark be made defendant herein in place of the now Defendant Richard Roe, John Doe vs Dem Evans Woods vs Ransome Clark. And the said Ransome Clark comes and confesses the lease entry and auster in the said declaration mentioned and admits himself in possession of the premises in the declaration mentioned and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him and of this he puts himself upon the Country and the said John Doe the like by W. G. Lawrence his atty. And afterwards to wit on the 29th day of October 1845. This Cause was Continued, and afterwards to wit on the 14th day of April 1846 this Cause was Continued, and afterwards to wit on the 30th day of July 1846 this Cause was Continued, and afterwards to wit on the 14th day of October 1846 this Cause was Continued, and afterwards to wit on the 7th day of May 1847. This Cause was Continued, and afterwards to wit on the 6th day of August 1847. This day came the parties by their attorneys and submitted this Cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do say that the said Ransome Clark is guilty of the trespass and ejectment laid to his charge in manner and form as the said John Doe hath complained against him and they assess the Damages of the said John Doe by reason thereof to one cent therefore it is considered by the Court that the said John Doe receive against the said Ransome Clark his said term yet to come of one cent in the tenements aforesaid with the Appurtenances and also his said damages by the Court aforesaid assessed together with his Costs herein expended Taxed to

Dollars

Attest John Cassil Clerk,

James Elliott
vs
David Chapman &
S. Black

Pleas before his Honor James S. Jordan Esq. President Christian Myers and Levi Phelps his Associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Thirtieth day of August in the year of our Lord one thousand eight hundred and Forty seven. Be it remembered that heretofore to wit on the 4th day of April 1846, James Elliott by Darius Lawrence his solicitor filed herein his Bill in Chancery in the words and figures following to wit. To the Honorable the Judges of the Court of Common Pleas of the County of Union in the State of Ohio, in Chancery setting complaining sheweth unto your honors your Orator James Elliott of the County of Franklin in said State that on the seventh day of June in the year eighteen hundred and forty two by the judgment and consideration of the Court of Common Pleas of the County of Madison in said State he recovered as well the sum of six hundred and two Dollars

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And eleven cents for his damages as also the sum of \$10⁰⁰/₁₀₀ for his costs and charges against James Key and John Magdy of said Madison County and David Chapman of said Union County upon which said judgment the accruing costs at this time amount to the sum of \$15.77 which said judgment and accruing costs still remain wholly due and unpaid and said judgment in full force and further represents that said Key Magdy and Chapman have no goods and chattels lands or tenements subject to levy on execution by which said judgment can be in whole or in part satisfied and the said James Key has since been discharged by bankruptcy. And he further represents that on or about the 31st day of March in the year 1845, said Chapman was seized in fee of three hundred and eighty nine and one half acres of land situate in said Union County and described as follows viz beginning at a large sycamore and two hickories on the lower side of Darby's Creek, Lower Corner of Survey N^o. 3162, thence South 30° West 100 poles to a stake thence N 68° W 27 poles to a stake thence N 32° E 370 poles to a honey locust on the bank of said Creek thence down the Creek with the meander thereof to the beginning and being part of Entry N^o. 3162, in the King's military tract, that prior to the last mentioned date no execution for sale had been attempted to be levied of said land by the Sheriff of said Union County as the property of said Chapman, whereas the Columbus Insurance Company was plaintiff and said Chapman and others defendants and that on said 31st day of March said land was by the said Sheriff sold upon a vendition as exponas in said case last mentioned to one George Beach of the County of Madison for the sum of 9³³/₁₀₀ dollars for acre which said sale your orator is informed was duly confirmed and a deed made to said Beach and he further represents that he is informed and believes that the judgment of the Columbus Insurance Company upon which said land was or was attempted to be sold to said Beach was paid for said sale nearly all paid up and that said Beach only paid upon his purchase about the sum of thirty dollars, and that said Beach made said purchase for the use and benefit of said Chapman and not for his own use or benefit and he further charges that said Chapman is the owner of other legal or equitable interests in land which he has concealed and keeps from record and and a large amount of personal property in the hands of persons unknown to your orator and that he has large sums of money due him the defendant on book account by notes of hand and otherwise from sundry persons unknown to your orator and which are so kept and used as to prevent the same going to the payment of his just debts all of which things are injurious and tend to the manifest injury of your orator in tender consideration whereof and in as much as your orator is without remedy on the law side of this Court and can find relief only when frauds are cognizable upon orator therefore prays that the said David Chapman and George Beach may be made defendants and that they may be compelled to answer all and singular the allegations of this bill upon their corporal Oaths and that said Beach set forth what interest he has in said land so bought by him as aforesaid and especially that Chapman state

1st What interest has he obtained in said Land sold to Beach as aforesaid
 2nd What other land and equities in land he holds where situated
 and described and his title thereto.
 3rd What sums of money are due him by Book Account note of hand
 or otherwise with the name and residence of the persons holding or
 owing them specifically and particularly.
 4th What personal property he uses and possesses claimed by others and for why claimed
 5th What interest and when and with whom he claims upon personal
 property goods Chattels in the possession of others and your Orator prays
 that after the said discoveries such equities and claims and property
 may be ordered to sale for the payment of your Orators said judgment
 and Costs and that your Orator may have other and further relief in
 the premises as equity may warrant and justice requires and as in
 duty bound he will ever pray &c By Backus & Lawrence his. Sol.
 And thereupon the following Subpoena was issued to wit. The State of Ohio
 Union County ss. To the Sheriff of the County of Union Greetings we
 Command you to Summon David Chapman to appear before the
 Judges of our Court of Common Pleas at the Court House on the first
 day of the Term next ensuing to answer a Bill in Chancery exhibited
 against him and Lorenzo Beach by James Elliott and this he shall
 in no wise omit under the penalty of one thousand dollars and have
 then and there this writ. Witness John Cassie Clerk of our said
 Court at the Court House this 4th day of April AD 1846. John Cassie
 Clerk of Com. Pleas. And afterwards to wit on the 15th day of April 1846 the
 Sheriff of Union County returned said writ endorsed as follows to wit.
 Served this writ by leaving a certified copy of this writ at the residence
 of said David Chapman with his wife by Samuel Robinson April
 13th AD 1846. W. M. Robinson Sheriff. The State of Ohio Union County ss.
 To the Sheriff of the County of Madison Greetings we Command you that
 you Summon Lorenzo Beach to appear before the Judges of our Court
 of Common Pleas at the Court House on the first day of the Term next
 ensuing to answer a Bill in Chancery exhibited against him and
 David Chapman by James Elliott and this he shall in no wise omit
 under the penalty of one thousand dollars and have then and there
 this writ. Witness John Cassie Clerk of our said Court at the Court
 House this 4th day of April AD 1846. John Cassie Clerk of Com. Pleas.
 And afterwards to wit on the 15th day of April 1846 said writ was returned
 endorsed as follows to wit. I acknowledge service of this writ April 6th 1846
 Lorenzo Beach and afterwards to wit on the 15th day of April 1846 the
 said James Elliott filed herein his amended Bill which reads
 in the words and figures following to wit. To the Honorable the Judges of
 the Court of Common Pleas of the County of Union in the State of Ohio in
 Chancery sitting. James Elliott vs David Chapman & als. Your
 Orator by way of amendment to his original Bill herein filed leave
 for that purpose being had further represents that the Defendants
 Chapman and Beach colluding and confederating with one

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Leophas Atchinson of the County of Champaign in said State to cheat and defraud your orator and to prevent him from collecting his judgment aforesaid about the first day of April in the year 1845. Cause or pursued either the legal or equitable title to the land aforesaid to be conveyed to the said Leophas Atchinson who as your orator is informed believes and charges no claims to hold and own all the estate of said Chapman in said land whereas your orator charges the contrary thereof to be true and that if the said Atchinson has any interest in or claim to said land or the interest of said Chapman therein he holds the same in trust for the use and benefit of said Chapman your orator therefore further prays that said Leophas Atchinson may be made a party defendant to this and his original bill and that he may answer the same as fully and particularly as if the same were here again repeated and he should be specially interrogated and that upon the final hearing hereof he prays as in his original bill and that said Atchinson may in the mean time be enjoined from passing or in any wise disposing of or altering the interest of said Chapman in said land, and he prays subpoena of James Elliott, Esq. & Mus. to be taken, and thereupon the following subpoena was issued to wit: The State of Ohio Union County ss. To the Sheriff of the County of Champaign greeting: See command you that you summon Leophas Atchinson to appear before the judges of our Court of Common Pleas at the Court House on the north side to answer a bill in Chancery exhibited against him & others by James Elliott and this he shall in no wise omit under the penalty of one thousand dollars, and have then and there this writ. Witness John Cassie, clerk of our said Court, at the Court house this 15th day of April A.D. 1846, John Cassie Clerk of Com. Pleas. And afterwards to wit on the 12th day of June 1846, David Chapman by P. Deane his solicitor filed in the office of the clerk aforesaid an answer to the said bill in the words and figures following to wit: David Chapman doth ads James Elliott in Chancery Union Com Pleas, the separate answer of David Chapman one of the defendants to a bill in Chancery exhibited against himself and others by James Elliott in Union Com. Pleas. And the said David Chapman now comes and for answer to said bill or so much thereof as he is advised is material for him to answer unto says that he admits that the complainant obtained a judgment against himself & James Guy and John Knight in the Court of Com Pleas of Madison County as charged in complainant's said bill he also admits that he was possessor of the three hundred & 89 acres of land previous to the sale of the same to George Beach as charged in said bill and he further says that said land was levied on by an execution against this defendant as principal and the said Beach as his surety on which claim the said Beach had paid a large sum of money for which this defendant wished to let him have one hundred and fifty acres of said land but the whole of said land being levied on it became necessary as we thought to have it all sold at Sheriff's sale in order that the said Beach might get his hundred and fifty acres clear of the incumbrances of the executions accordingly the same was sold as charged in said bill to the said Beach at Sheriff's sale. This defendant talking from said Beach an agreement to convey to him the balance of said land over and above the one hundred and fifty acres sold to said Beach as aforesaid

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which said agreement this defendant shortly afterwards sold to one Aphas
 Atkinson for which the said Atkinson has since and before the Commence-
 ment of this Suit entirely paid this defendant for, as follows to wit said
 Atkinson assumed the payment of a debt of three hundred dollars owing by this
 defendant to one Moses Fullington and the balance one for the said land
 he paid this defendant in money therefore this defendant has now no interest in
 said land either legal or equitable. And this defendant further answering says
 that he has not any interest either legal or equitable in any other lands
 except the following should be considered such an interest eighteen acres
 of land inherited by his wife from her father which was sold by this defendant
 and his said wife some years ago but for which no deed has yet been made
 but this defendant never was in possession of said land and does not consider
 that he has any interest in it. And this defendant further answering says in
 regard to the 3rd interrogatory in said bill as it regards debts due him he is not
 prepared to state with exact certainty the condition of his affairs in that respect
 but can say that all that he can recollect of being due him are a few unsettled
 accounts of dealings with his neighbors he also has a few small notes against
 some of his neighbors the largest of which is one against Oliver Chapman of this
 County for about forty one dollars, and there is an unsettled account between
 this defendant and the said Oliver which will affect said notes in part
 and probably altogether the balance of both notes and accounts being
 small and in the same condition as it regards unsettled accounts
 and as to the 4th interrogatory concerning personal property in this defendant's
 possession claimed by other persons. And the 5th requesting information whether
 this defendant claims any interest in personal property goods and chattels
 in the possession of others he denies them both and positively says that he has not
 in use and possession any personal property claimed by others nor has he any
 interest in personal property in the possession of others. And this defendant fur-
 ther denies all fraud collusion wherewith he stands charged and having thus
 fully answered says to be hence dismissed with his costs by P. D. Cole his sole
 State of this Union County. Personally appeared before me a Justice of the Peace in and
 for said County Oliver Chapman who being first duly sworn by me deposed that the
 several matters and things set forth in their foregoing answer as from the information
 of others he believes to be true and that the several other matters and things set
 forth from his own knowledge are true in substance and in fact as he verily
 believes June 10th 1846. Oliver Chapman subscribed and sworn to before me
 this 11th day of June 1846. James M. Wilkinson J.P. State of New York
 to wit. On the 20th day of June 1846. the said Lorenzo Beach by P. D. Cole his Atty filed
 herein his separate answer in the words and figures following to wit. Lorenzo Beach
 et al vs James Elliott. Answer in Chancery Union Com Pleas. The separate answer
 of Lorenzo Beach one of the defendants to a bill in Chancery exhibited against
 himself and others by James Elliott in the Court of Sessions Pleas of Union
 County. And the said Lorenzo Beach comes and for answer to the said bill of the
 Complainant or so much thereof as he is advised is material for him to answer say
 that it is true that he purchased at Sheriff's sale three hundred and eighty nine
 acres of land the same described in the Complainant's said bill. And further

Ramon Clark
 vs
 Mr Woods et al.

Says that he purchased said Land under the following circumstances. This defendant was surety for David Chapman (the former owner of said land) in the Insurance Company in which said Land was sold - and this had paid a part of said debt for said Chapman for which said Chapman agreed to let this defendant have one hundred and fifty acres of said land but the whole being in encumbrance with levy this defendant thought best to buy it all at Sheriff's sale and paid the balance due on said judgment which balance was over and above what this defendant was to give for the hundred & fifty acres. and this defendant gave the said Chapman a written agreement to reconvey to the said Chapman the balance of the land over the one hundred and fifty acres being two hundred and thirty nine acres but the reconveyance was not to be made until the said Chapman should release this defendant from liability for being his surety to one Moses Huntington for the sum of three hundred dollars. and this defendant further answers says that he received notice from one Cephas Atkinson some time last fall that he Atkinson had purchased from said Chapman the said agreement for the reconveyance of said land and this defendant's liability to said Huntington has been removed and the note taken up by the Atkinson assuming the payment of the same to said Huntington - and this defendant claims all France wherewith he stands charged and says that all he has done in the premises was honestly done with the desire to secure himself from liability as surety and with no intention to defraud any person and having thus fully answered the prayer to be hence dismissed with his costs. Simeon Beach By P. B. Cole his Sol, State of Ohio Madison County ss. Personally came Simeon Beach before me a Justice of the peace in and for said County and made oath that the several matters and things set forth in this answer as from the information of others he believes to be true and that the several other matters and things therein set forth are true in substance and in fact. June 19th 1846. Parley Bonhomme J Peace, and afterwards to wit on the 30th day of July 1846. this Cause was continued, and afterwards to wit on the 17th day of October 1846. this Cause was continued, and afterwards to wit on the 3rd day of August 1847. Bill dismissed - Decree Against Complainant for Costs,

Attest John Cassil Clerk,

Ransom Clark
as
Mr Woods et als.

Pleas before his Honor James S. Torbert Esq. President Christian Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. On the third day of August in the year of our Lord one thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 18th day of August 1845. Ransom Clark by W. Lawrence his Solicitor filed in the Office of the Clerk of said

Court of Common Pleas a certain Bill in Chancery in the words and
 figures following to wit. To the honorable the Judges of the Court of Common
 Pleas when in Chancery sitting, humbly Complaining sheweth George
 Orator Ransom Clark, a resident of the County of Union Ohio, that in the
 month of June 1837. judgments were rendered against your Orator in favor
 of the Clinton Bank and Urbana Banking Co in this Court that by
 combination or other malign influences after the failure of the Urbana
 Banking Co. between the Sheriff Wm Steele the Appraisers Mains Wasm Nem
 An Whipsawm & by priam Tice and biddees Silas W Strong Wm Woods all
 of whom your Orator makes defts. a nominal sale was had for ten acres
 of land beginning about one mile east of Marysville and part of survey
 No (3351) and four outlots no. 8, 16, & 17. that by fraud criminal neglect or
 a willful disposition to injure and oppress your Orator the same was
 sold for Urbana paper at its face or apparent value postponing the claim of
 prior issue by the Clinton Bank that the Appraisalment was not conducted
 as required by Statute and was not in amount equal to the improvements
 sold execution of the lands, that there was an advertisement of the same as
 required by Statute or otherwise so as to conform to the Law substantially,
 that the town lots were bid by Wm Woods and the outlots or ten acres of land by Silas
 W Strong, that your Orator was informed by the Sheriff a few days before the
 sale which was had on the 26th of August 1837. that the time for the sale
 of your Orators property for that term was over your Orator further
 sheweth that he was thereby put off his guard and was surprised
 to learn on the morning of the next term. And before Court called
 that a sale was had as charged above, your Orator forthwith
 repaired to the Court house to be present and assist the confirmation
 of the sale that before Court called the said Woods called your Orator
 a side and proposed that he would release his part of the purchase
 for 300th in Urbana funds and nothing further should be done in
 the sale that your Orator conflicting in and accepted his words and
 time was to be given for the payment that in this matter rested and your
 Orator attended Court to resist the confirmation of the sale to Strong and
 positively charges that it never was done in a public and audible voice
 and put two associates on the bench one being Strong a buyer your Orator
 further charges that before Court the lots bought by Woods were sold to
 one A Hall and that the above proposition was to enable him to cheat
 and defraud your Orator herein and procure a fraudulent transfer
 without value of your Orators property that at the subsequent term
 of the Court application was made by your Orators atty. to set aside said
 sale on account of irregularity therein and as the deed had been made
 the motion was overruled your Orator further charges the ownership
 of the said lots returned to the said Woods and that possession was obtained
 of said property by force not allowing your Orator an opportunity to
 test the question of sale in that way. In tender consideration whereof
 and in as much as your Orator remediless on the Law side of this
 Court. your Orator prays that the said sales may be set aside and

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that your arator may have other and further relief, in the premises
as equity and good conscience may justify and require and as in
duty bound he will ever pray &c By W. C. Lawrence his sol, and there
upon the following Subpoena was issued out of the clerks office aforesaid
to wit, The State of Ohio, Union County, ss. To the Sheriff of the County of Union
County; We command you that you summon W. M. Steele Norman Whippleman
Marius Mason Keyman Lee & Silas H. Strong to appear before the judges of our Court
of Common Pleas at the Court House forthwith to answer a bill in Chancery exhibited
against them by Parsons Clark and this they shall in no wise omit under
the penalty of one thousand dollars; and have there there this writ. Witness
John Cassil Clerk, of our said Court, at the Court House, this 18th day of Aug
ust AD 1845, John Cassil, Clerk, of Com. Pleas. And afterwards to wit on the 17th
day of August 1845, the Sheriff returned said writ in answer as follows writ
served the within writ by delivering a certified copy of this writ to each of the within
named defendants August 19th 1845. W. M. Robinson Sheriff, and afterwards to
wit. On the 20th day of October 1845, the said W. M. Steele by Allison Curry his sol. filed
in the office of the Clerk aforesaid an answer to the said bill in the words and
figures following to wit, The answer of William M. Steele to the Bill of Parsons
Clark exhibited against himself and others in Union Com. Pleas. The said W. M.
Steele now comes and for answer to the said bill of the said Parsons Clark sets down
things as he is advised it is material for him to answer unto, answering says that
the judgment in favor of the Urbana & Clinton Bank were rendered as charges
in Complainants Bill that executions issued upon said judgments under
which levies were made upon said property, but expressly denies that the levies
upon the two judgments were made in conjuncture or in other words, that there
was no priority of lien existing in favor of either, but respondent states that
the levy in favor of the Urbana Bank was some months preceding that of the Clin
ton Bank which gave that of the Urbana Bank a priority over the other, that
respondent accordingly, as Sheriff of the County of Union, had the said property
appraised and advertised, and sold the same to the persons named in
said Bill all of which was done by respondent, honestly and fairly, without
fraud combination, or any other malign influence, and to the best of his
ability as an officer, that it is true the money arising from said sale
was paid in Urbana paper, but the said Bank having a priority, he had
a right to receive their own paper in discharge of the claim due said Bank all
which was satisfactory to said Urbana Bank, that said money would be receiv
ed by respondent, as a might have been known, to all who wished to purchase
said property, and which was not, nor consent, respondent believes be prejudi
cious to complainant, that this Court confirms said sale being satisfied
of the legality of the proceedings of respondent therein, respondent has made
him and denies that he ever took complainant's possession, on the 20th of August 1845, that the
time for the sale of said property was over for that term as is charged in said Bill
and the said W. M. Steele positively denies all fraud and combination whereunto
he stands charged, and having thus fully answered he prays to be hence dismi
ssed with his costs &c W. M. Steele By Allison Curry his solts, and afterwards
to wit on the 20th day of October 1845, the said Marius Mason Keyman Lee & Norman Whippleman

By Allison Hany their Solts, filed in the Office of the Clerk aforesaid their joint answer to the said bill, in the words and figures following to wit. The joint and several answer of Mains Mason Cyprian Lee and Norman Chipman to a Bill of Complaint exhibited against them and others in Union County, Pleas By Ransom Clark, and the said respondents come and saving and reserving all benefit or right of exception to the manifest inconsistencies and errors by the joining of persons claiming different interests &c in said Bill contained for answer thereto or to so much thereof, as they are advised it is material for them to answer say that as to the matters and things charged in said Bill concerning the judgment of the Clinton Bank, the said &c they know not whether true or false, that they were called upon by the Sheriff W. W. Steele about the 1st of March 1842, to appraise the property described in Complainants Bill on an execution in favor of the Arkansas Banking Co against said Complainant & others, that being done according to law, they did appraise said property at what they considered a fair cash value which appraisement was honestly and fairly made with out fraud or collusion, and these respondents deny all fraud and combination whatsoever, wherewith they stand charged and pray to be hence dismissed with their Costs &c By Allison Hany their Solts, and afterwards to wit on the 19th day of October 1845. In this case Complainants have leave to amend their Bill and this cause continued, and afterwards to wit on the 31st day of December 1845 the following Subpoena was issued to wit, The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting, We command you, that you summon William W. Woods to appear before the Judges of our Court of Common Pleas at the Court House on the first day of the term next ensuing to answer a Bill in Chancery, exhibited against him by Ransom Clark and this he shall in no wise omit, under the penalty of one thousand dollars, and have then there this writ. Witness John Cassil Clerk of our said Court, at the Court house, this 31st day of Decr. 1845. John Cassil Clerk of Com. Pleas, and afterwards to wit on the 28th day of January, 1846 the Sheriff returned said writ of Subpoena endorsed as follows to wit received this writ January 3rd 1846, served the same day by delivering a certified Copy of this writ to the defendant personally, W. W. Robinson Sheriff, and afterwards to wit on the 14th day of April 1846, this Cause was continued, and afterwards to wit on the 15th day of June 1846 the said W. W. Woods by D. Steele his Sol, filed in the Office of the Clerk aforesaid his separate answer to the said Bill, in the words and figures following to wit. The separate answer of William W. Woods one of the defendants to Bill in Chancery exhibited against himself and others by Ransom Clark in the Court of Com Pleas Union Co. Ohio, and the said defendant now comes and for answer to the Complainants said Bill or to so much thereof as he is advised is material for him to answer unto says that so far as concerns the official business performed by William W. Steele Sheriff of Union County in the sale of the town lots referred to in Complainants said Bill this depts is not particularly informed but believes from what he does know or has heard, that the same was correctly honestly and legally performed, and this depts further answering says that he honestly bid off the said town lots in Mansville (mentioned in Complainants said Bill) and that he paid for the same in the

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 first Copy
 afterwards
 names to wit
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 and figures
 defendants
 asom Clark
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 in the

notes of the Urbana Bank as far funds (except the casts which he paid in
 par money) the judgment for which said lots were sold being in favor of the
 said bank, and is compelled by statute to receive its own notes in payment
 as this debt. Always understood and as to the conversation between this debt
 and the Compt. referred to in the Complainant's said bill this debt. Says that it is
 true he had a conversation with the Complainant some time after the said
 sale of said lots concerning the same in which this defendant did offer to let Compt.
 have the said lots again provided the Complainant would pay debt. Three
 hundred dollars in Urbana Bank Paper and twenty dollars in par money
 the Complainant said he would pay the three hundred dollars in Urbana
 funds, but refused to pay the twenty dollars in good money therefore they
 separated disagreeing decidedly and warmly as it regards the said twenty
 dollars since which no offer has ever been made by or offered to this defendant
 for the redemption of said lots by Compt. and this defendant positively denies
 that he ever agreed to let the plaintiff redeem said lots for three hundred dollars
 in Urbana funds. And says the charge to that effect in Complainant's said
 bill is untrue. And further says that Complainant never since mentioned
 the subject or offered the money or even claimed to this defendant that there
 was any such agreement until he did so in his said bill and this debt further
 answering says that it is true he sold said lots to one A. Hall honestly and
 bona fide for the sum of \$407.50 cents which price was paid down by the said
 Hall at the time of the sale, and further says that said Hall afterwards
 sold one of said lots to wit Lot N. 16, to one E. Curl and some two years afterwards
 this debt in a trade of property with said Curl got said lot N. 16 from him and
 this debt further answering says that in the fall of 1846 he and one M. Evans bought
 one half of another of said lots to wit N. 17, but the possession thereof has always remained
 in the said Compt. and an action of ejectment is now pending in this Court for
 said half Lot N. 17, against said Clerk in favor of this defendant and said
 Evans this defendant positively denies that the ownership of said lots have
 returned to him except N. 16, and the half of N. 17, as above stated and they set
 aside in the way above stated, and as to the charge in said bill that this
 defendant got possession of said lots by force, this defendant denies it
 and says said charge is false, this defendant has never had possession
 of any of said lots except N. 16, as above stated and the possession of that
 he received from the said Curl, and this defendant is informed and
 believes that the Complainant gave possession thereof to the said Hall pe-
 -cably an verbal agreement between Compt. and said Hall that if the
 Compt. succeeded in getting the said Sheriff's sale set aside said Hall
 was to return the possession to him, this debt. says the said Hall after it was
 considered the title was fairly established and Complainant sold and gave
 possession of said lot N. 16, to the said Curl and the said Curl afterwards
 as above stated sold and gave possession to this defendant which is the
 true manner by which this debt. became possessed of the same and this debt
 further answering says that he never spoke with the Appraisors of said lots or
 either of them concerning said appraisment or the lots previous to the said
 Sheriff's sale and further says that he this debt. never spoke with the Sheriff.

directly or indirectly concerning said lots until the morning of the sale
 And this defendant positively denies all fraud and combination wherewith
 he stands charged, and charges that if there has been any legal errors
 in the proceedings of the Sheriff (but this debt is not aware of any) the time for
 the correction of such errors was at the time the sale was confirmed and
 if any such errors ever did exist they were cured by the confirmation of the
 sale Sheriff's deed and laps of time, this debt and those claiming under
 him having held peaceable possession of said Lot No. 16, for about three
 years previous to the commencement of this suit and made extensive
 and valuable improvements thereon, and having thus fully answer-
 ed, this debt prays to be dismissed with his Costs William W. Woods
 By P. Deale his Sol^r State of Ohio Union County ss. Before me the undersigned
 a Justice of the peace in and for said County personally came W. W. Woods
 who being duly sworn says that all the several matters and things set forth
 in the foregoing answer as from the information of others he believes to be
 true and all the other matters and things therein set forth are true in
 substance and in fact, W. W. Woods, sworn to and subs^d evidence before
 me this 15th day of June 1846. James M. Williamson J. P. and afterwards
 to wit on the 7th day of July 1846, the said Silas G. Strong by P. Deale his Sol^r
 filed in the Office of the Clerk aforesaid his answer to the said Bill in
 the words and figures following to wit: The separate answer of Silas G.
 Strong one of the defendants to a Bill in Chancery exhibited against him-
 self and others by Ransom Clark in Union Com. Pleas. and the said
 debt and answer for answer to the Complainant's said Bill or so much
 thereof as he is advised is material for him to answer unto says, That so
 far as concerns the official business performed by W. W. Woods as Sheriff
 in the levy sale &c of the real estate referred to in the Complainant's said
 Bill this debt is not particularly informed but believes from the knowledge
 he has thereof, that the same was honestly and correctly done, and this debt
 further answering says that it was that he did bid off at Sheriff sale the ten
 acres of land referred to in Complainant's said bill under the following circum-
 stances, this defendant was surety for the Complainant on a claim which
 was reduced to a judgment and in favor of the Urbana Bank, the same
 judgment on which said lands were sold, and hence it became the inter-
 est of this debt and duty he owed to himself, to have the said property
 so levied on for said judgment sold as soon as possible, for the purpose
 of stopping Costs and interest on the same, as the said Complainant was
 believed to be insolvent and unable to pay his debts, therefore as above stated
 debt bid off said land with honest intentions, as above stated, and paid
 the same in notes of the Urbana Bank the said judgment being in favor of
 said Bank as aforesaid and this defendant further says, that he has always
 been willing to let the said Bank, have the said land back again by
 paying this debt the amount of money paid out on the purchase of said
 land, and releasing this debt from his liability, as such surety as aforesaid
 and says that he, this defendant is still willing to let Complainant have
 it upon the same conditions as this debt did not buy it for the purpose

John Deale Esq
 S. J. Matthews
 Richard Roe
 S. G. Strong et al's Attorneys

of speculation but to honestly secure himself as far as possible against his liability to pay the Compt's said debt and further answering this defendant says that it is not true as charged in Complainant's said bill that this debt was on the bench as one of two associate judges officially acting in the confirmation of said sale or that he participated in said act of confirmation and this debt hereby positively denies said charge and as to the charge in said bill that said sale never was confirmed in a public and audible voice this debt affirms that it was confirmed in the usual manner of doing business in Court according to this debt's recollection which is not very distinct on the subject but this debt says that he was not in the habit of speaking to the Court in any other than an audible and public voice and he knows that he had no intention or desire to attempt to do that business in any other than the usual way nor did he for he was acting honestly and in good faith and was not aware that the Compt's wished to oppose the said confirmation and this debt further answering denies all fraud and combination of every description name nature where with he stands charged and says that it was as the desire of this debt to have all the Complainant's said property sell as high as possible at it was obvious by his interest to have all except what he bought himself to sell and having thus fully answered the prayer of the bill he dismisses with his costs & c. Silas S Strong By S B Bleale his sol. State of Ohio Union County ss. before me a Justice of the peace in and for said County of Union personally came Silas S Strong and made solemn oath that all the several matters and things set forth in the foregoing answer as from the information of others he believes to be true and that all the other matters & things therein set forth were true in substance and in fact Silas S Strong sworn to and subscribed this 27th day of June 1846. before me James M Wilkinson JP. And afterwards on the 30th day of July 1846 this Cause was continued for replication and testimony and afterwards on the 14th day of October 1846 this Cause was continued and afterwards on the 7th day of May 1847 this Cause was continued and afterwards on the 4th day of August 1847. Bill dismissed wth cost of Complainant judgment for Costs.

Attest John Cassil Clerk,

John Doe Ex Dem
 S J Mathews
 vs
 Richard Roe
 S J Strong et als Tenants

Shas before his Honor James S. Robert Esq. President Christian M. Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Mansfield within and for the County of Union and State of Ohio. on the third day of August in the year of our Lord one thousand eight hundred and forty seven. By it remembered that heretofore to wit on the 23rd day of July 1846, James S J Mathews by Jovin Cleo his atys and filed herein his declaration together with notice to the tenants and the return of service which said declaration notice and the return of service reads in the words and figures following to wit

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State of Ohio Union County ss. Court of Common Pleas April Term A.D. 1846. John Doe
 complainant of Richard Roe for that Fitch J. Matthews on the 20th day of February
 A.D. 1836, at the County of Union has deeded to the said John the following lands
 and tenements to wit Survey Number 2832, in the Virginia Military District lying
 and situate in the said County of Union and being a survey made on part of Military
 Warrant N. 4582. Also fifty messages fifty cabins fifty barns fifty stables fifty orchards
 fifty out houses fifty yards fifty gardens two thousand acres of arable land
 two thousand acres of meadow land two thousand acres of Pasture land two thousand
 acres of wood land two thousand acres of land covered with water and two thou
 sand acres of other land with the appurtenances, situate in said County of Union
 to have and to hold the same to the said John, from the twenty second day
 of February A.D. 1836, for and during the term of ten years then next ensu
 ing. By virtue of which deeded 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 24th day of February A.D. 1836, 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 ten
 thousand dollars, and therefore he sues &c. By Simon Cole Atty for Plff.
 Said notice reads as follows to wit, Messrs. Silas H. Strong John Perkins
 Levi Lane David Baldwin William Midmore Isaac Midmore I am inform
 ed that you are in possession of or claim title to the premises in this decla
 ration mentioned or to some part thereof, and I being seized 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 & for the
 County of Union and State of Ohio, and make yourself defendant in my
 stead, otherwise judgment will there be entered against me by default and
 you will be turned out of possession May 25th 1846. Richard Roe, said return
 of service reads as follows to wit, I served the within writ by leaving a certified copy
 of this writ personally with Silas H. Strong Levi Lane David Baldwin William
 Midmore & Isaac Midmore, and explained to them the intention of the same
 & on John Perkins by leaving a certified copy with his wife at his usual
 place of residence and explained to her the intention of the same, William
 C. Malin Dep't Sheriff, and afterwards to wit on the 10th day of October 1846
 the following Consent rule was filed herein in the words and figures follow
 ing to wit, John Doe vs. Fitch J. Matthews vs. Silas H. Strong Isaac Midmore
 et al. And the said Silas H. Strong, Isaac Midmore, Levi Lane David
 Baldwin William Midmore and John Perkins come and confess the
 lease entry and ouster in the said declaration mentioned, and admit
 themselves to be in possession of Virginia Military Survey N. 2832, the prem
 ises in the said declaration mentioned: and for plea say that they are
 not guilty of the trespass and ejectment in the said declaration alleged
 against them and of this they put themselves upon the County and
 the said John Doe doth the like By Allison H. Quay their attys, and
 afterwards to wit on the 17th day of October 1846 this cause was contin
 ued, and afterwards to wit on the 6th day of May 1847, continued &c

✓
 B Cole
 vs
 W. L. Gibson, Secy
 & W. H. Frank,

A. D. 1846. John Doe
day of February
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tables fifty orchards
arable land
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John Perkins
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At Plaintiffs Costs Judgment for Costs, and afterwards writ on the
4th day of August 1847. Discontinued at Costs of Plaintiff Judgment
for Costs,

Attest John Cassie Clerk,

B Cole
vs
W. S. Gibson, C. Sec.
& W. H. Frank,

Plead before his Honor James S. Torbert Esq. President of Christian Myers and Levi
Phelps his associates judges at a court of Common Pleas begun and held
at the Court House in the Town of Marysville within and for the County of
Union and State of Ohio. On the Third day of August in the year
of our Lord one thousand eight hundred and forty seven,
Be it remembered that here tofore to wit on the 30th day of October 1845
P. B. Cole filed in the Office of the Clerk of said Court of Common Pleas a cer
tain bill in Chancery, in the words and figures following to wit: In the
Court of Common Pleas within for the County of Union and State of Ohio when
in Chancery sitting, humbly complaining sheweth unto your honor your Ora
tor Philander B. Cole that Stephen McLain on the 6th day of April A. D. 1842 recovered a judgment
against one Alexander Gibson on the Account of William Richey a Justice of the Peace
in and for the County of aforesaid for the sum of eighty nine dollars sixty eight cents
as shown by a transcript thereof herewith filed and marked (A) and made part
of this bill, and your Orator further shews that said judgment is now in his
possession he having purchased the interest of the said Stephen McLain to the same
your Orator further represents that the said Alexander Gibson afterwards some time in
the Spring of the year 1842 departed this life leaving the above judgment unpaid except
forteen dollars which was paid and credited on the same, your Orator further
represents that one William S. Gibson was appointed Administrator of the estate of
the said Alexander Gibson by your honorable Court at the April Term A. D. 1842
and gave bond for the discharge of the duties of said appointment conditioned
according to Law, with Syreman Lee & W. H. Frank his sureties in the penal sum
of two hundred dollars, which bond is here with filed and marked (B) your
Orator further represents that he presented the above claim to the said Adminis
trator for payment in December A. D. 1842, the said Admin then endorsed on the
same his Allowance of the same as a just and valid claim, against the said
estate for the sum of \$ 92.26 cents principal and interest but justice and still
fails and neglects to pay said claim or any part thereof, all of which now
remains due & unpaid, your Orator here charges that the said William S. Gibson
has failed to fulfill the conditions of his said Administration Bond as he is
informed and verily believes to wit: 1st said Administrator failed to make and
return an oath a true inventory of the personal estate of said deceased as by Law
he was bound to do, 2nd the said Administrator has failed and neglected to adme
inister according to Law the moneys goods rights & credits of said decedent but has frau
dulently converted the property of said estate to his own use, 3rd said Administrator
has failed to render an oath a true account of his Administration within 18 months
from his appointment, your Orator further represents that the said Alexander Gibson

from the time of the rendition of said judgment against him to the time of his death was involved in a considerable amount of indebtedness, and your orator is informed and verily believes that the said William S. Gibson (who was his son and resided with the said Alexander) fraudulently claimed ownership to a large amount of the said Alexander's personal property for the purpose of preventing the creditors of the said Alexander from collecting their claims which property consisted of a wagon a number of horses creatures & other personal property your orator charges that said property remained in the possession & use of the said Alexander Gibson down to the time of his death and that since his death the said William S. Gibson has fraudulently retained the same as his own property & failed to make any return of the same in his inventory of said estate falsely claiming as your orator is informed that he had paid debts for the said Alexander in his life time in payment for said property. the prayer of this petition is that the said William S. Gibson Administrator as aforesaid & his said sureties may be made defendants hereto and that the said William S. Gibson answer upon his corporal oath the matters and things set forth in this bill, and that he answer particularly the number of horse creatures wagons & amount other personal property in the possession of the said Alexander Gibson at the time of his death the same that was claimed by the said William S. Gibson as assets of the children of the deceased 2nd that he answer & say what has become of this property & how it was disposed of & to whom 3rd that he answer how he paid the said Alexander Gibson for the horses & wagon &c claimed by him as aforesaid 4th what debts he paid for his said father the persons to whom they were paid with the amounts & how they were paid whether with money or work & labor and if paid by labor what amount of the same was performed the said Alexander & Gibson John together with the said horses & wagon. and that the said William S. Gibson specifically answer every allegation charged in this bill and that upon the final hearing of this cause the said William S. Gibson and his said sureties may be decreed to pay your orator the full amount of his said claim with interest & costs & that your orator may have such other & further relief in the premises as equity and good conscience may require & your orator in duty bound will ever pray &c P. P. Leake personally appeared in open Court & made oath that all the matters & things set forth in above bill are true in substance & in fact as he verily believes & further says that Oct 30. 1845 P. P. Leake sworn to & subscribed in open Court Oct 30 1845 John Cassil clerk, exhibit marked (A) referred to in the foregoing bill and filed therewith is in the words and figures following to wit, State of Ohio Union County April 6th 1840. In this case the defendant confessed judgment in favor of the plaintiff for the amount of a due bill of which the following is a copy (H & B. 94) one day after date for value received I promise to pay Debt \$89.58 Stephen M. Linn as order eighty six dollars and Judgment 16.12 1/2 cents witness my hand September Satisfaction 00.10 1st 1838. Alexander ^{his} Gibson there is a credit on the This transcript 00.31 ⁱⁿ ^{with} do bill of \$5.12 1/2 Sept 26th 1838. whereupon interest was calculated and judgment rendered for the amount of eighty nine dollars

P. P.

And sixty eight cents together with the costs of suit, received by receipt from the plaintiff \$14.00 November 8th 1841. The State of Ohio Union County ss. William Richey a former Justice of the Peace in and for the Township of Dover in the County and State aforesaid do hereby certify that the above is a correct transcript in substance of the proceedings had before me in the above case given under my hand this 12th day of April AD 1843. William Richey former Justice of the Peace said exhibit was endorsed to wit. this claim for \$75.68. principal & \$16.58 int. in all \$92.26 present Dec 1843. is allowed by me as a valid claim against the estate of Alexander Gibson Decd. W. L. Gibson, Administrator exhibit marked (B) referred to in the foregoing bill and filed there with is in the words and figures following to wit. Know all men by these presents that we W. L. Gibson Esq. and W. H. Frank, are held and firmly bound unto the State of Ohio in the sum two hundred dollars, to the payment of which will and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, jointly by these presents witness our hands and seals this 30th day of April AD 1842, whereas the Court had this day appointed said W. L. Gibson, Administrator of the estate of Alexander Gibson decd. now of the said William L. Gibson administrator as aforesaid, shall make and return to the Court on oath within three months a true inventory of all the money, goods, chattels, rights and credits of the deceased which have or shall come to his possession and knowledge, or also if required by the Court an inventory of the real estate of the deceased; secondly, and administer according to Law, all money, goods, chattels, rights and credits of the deceased and the proceeds of all his real estate that may be sold for the payment of his debts which may at any time come to the possession of any other person for him. Thirdly, and render upon oath a true account of his administration within eighteen months and at any other times when required by the Court of the Law; fourthly, and pay any balance remaining in his hands upon the settlement of his accounts to such persons as the Court and the Law shall direct. Fifthly, and deliver the letters of administration into Court in case any will of the deceased shall be hereafter duly proven and allowed, then this obligation shall be void, otherwise to be and remain in full force and virtue in Law.

Signed and sealed in presence of the Court
 W. L. Gibson Seal
 Esq. Seal
 W. H. Frank Seal

And thereupon the following subpoena was issued out of the Clerk's office aforesaid to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting, We command you, that you summon W. L. Gibson Esq. and W. H. Frank to appear before the Judges of our Court of Common Pleas, at the Court House forthwith to answer a Bill in Chancery, exhibited against them by P. D. Hole and this they shall in no wise omit under the penalty of one thousand dollars; and have them and their this writ. Witness John Cassel Clerk of our said Court, at the Court House, this 30th day of Oct. AD 1845 John Cassel Clerk of Court, Pleas, and afterwards to wit on the 31st day of Oct. AD 1845 the Sheriff returned said writ of subpoena and endorsed as follows to wit. Served this writ by a certified copy of this writ to each of the defendants Oct. 30th AD 1845. W. S. Malin Dep. Sheriff, and afterwards to wit on the 30th day of Oct. AD 1845

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on motion to the Court by P. B. Keate, and it appearing to the satisfaction of the Court upon
 representation of the said Keate, that he is a creditor of the estate of Alexander Gibson
 deceased, and that William S. Gibson the Administrator of said Alexander Gibson
 deceased, has failed to faithfully perform his duties as such Administrator in this that he
 as aforesaid, administering the assets of said estate, the said Keate is therefore authorized
 to bring suit on the Administration Bond of the said William S. Gibson against
 the said William S. Gibson and his sureties in said bond by name see an
 William H. Frank, and afterwards to wit on the 30th day of December 1845, the said
 William S. Gibson by Allison Henry his sole filed in the Office of the Clerk of said
 his separate answer to the said Bill in the words and figures following to wit
 The separate answer of William S. Gibson defendant to the Bill of Complaint of
 Phineas B. Keate exhibited against himself and others in Minn. County
 Common Pleas. This defendant now denies and for answer to the Complaint
 said Bill, or to so much thereof as he is advised it is in any wise material
 or necessary for him to answer unto says that the memory of the judgment
 against Alexander Gibson deceased by said Stephen W. Linn - the death
 of the said Alexander - the taking out letters of Administration on said
 estate by this defendant - and the presentation to an allowance of said
 by this defendant as a valid claim against said estate are true
 as alleged in said Bill. But the purchase of said judgment by said
 Complainant as stated and shown in said Bill is a matter of news
 to this defendant, who (ever since said claim came into the hands of said
 Complainant) has always understood that it was placed in the complain-
 ant's hands as an attorney (for collection) by the creditors of said W. Linn
 to whom he had previously assigned it, and this defendant still believes
 that said claim is owned by an other or other persons and not by said
 Complainant, and this defendant further answering says that the charges
 as to the failure to make and return a true inventory of the personal estate
 of said deceased, and the fraudulently converting the property of said estate
 to this defendant's own use, as stated in the first and second specifications
 in said Bill are untrue, that in reference to the personal property which said
 Complainant in said Bill falsely charges that this defendant fraudulently
 claimed ownership to, and about which he asks for a disclosure, the facts
 are as follows: - On or about the 3rd day of April 1840, the said deceased executed
 in good faith to one Alexander Pollock a bill of sale for an old four horse
 wagon, a team mare, and a large sorrel horse to be his (said Pollock's) and
 for him forever, unless the said Alexander Gibson deceased should pay or
 cause to be paid to the County of Minn. a certain note of hand originally
 for one hundred dollars of borrowed money, in such manner as to
 keep said Pollock free and clear from the payment of all principal inter-
 est and costs arising therefrom - that said Pollock took possession of
 said horses and wagon but afterwards loaned them to the said Alexander
 Gibson deceased - that in February 1841, the said sorrel horse was by consent
 of said parties exchanged for a young gray horse - that said Pollock was
 said property (while in the possession of said deceased as aforesaid)
 as his own property, whenever he had occasion to do so - that in addition

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In said claim growing out of said deceased indebtedness to said Union County
 the said Pollock had a claim against said deceased for a small amount
 on book account, and said deceased agreed with this defendant, who was
 then of full age that if this defendant would pay the said claims he (this defd)
 should have said horses and wagon - and this defendant further answering
 says that he did pay to the said Pollock, honestly and fairly the said claims
 in work and labor to the amount of about one hundred and fifteen or one hun
 dred and twenty dollars - the exact amount he has forgotten - in consideration
 whereof the said Pollock paid the said claim to said Union County and assign
 ed the said bill of sale to this defendant - and this defendant further answer
 ing says that neither the said deceased nor the said John his son performed
 any of said work and labor for said Pollock but what this defendant fully
 and fairly paid them for - that said horses and wagon were used by this defendant
 in the performance of but a small part of said labor and then by the consent and leave
 of the said Pollock, who expressly refused to give up possession or control of said property
 to this defendant until after the full performance of said labor by him in payment
 as aforesaid - and said horses and wagon at a fair valuation were not worth more
 than the amount paid for them by this defendant, to wit, making said for and for
 eight five acres of land - and this defendant further answering says that
 there was one horse in the possession of the deceased or his family at the time of
 his death viz, a sorrel horse which had been given by the deceased (before the
 rendition of said judgment and when said horse was a suckling colt) to his
 daughter Mary Ann, who was of age at the time of said gift this defendant
 believes said gift was a bona fide one and made by said deceased when
 he considered himself able to discharge all his debts fully and fairly -
 that said horse thereafter and up to the time of the death of the said Alexander
 was considered and treated by said deceased, this defendant and all
 the rest of said family as the property of the said Mary Ann; this defendant
 further states that the true situation of said property given to said Mary
 Ann, and also of the ^{said} horse and wagon bought by this defendant, was made
 known to the appraisers of the personal property of said estate (said
 Pollock being one of them) who after fully investigating the matter came
 to the conclusion that they had nothing to do with the same, and did not there
 fore appraise the same as part of the said estate - there was no other property than the
 above in the possession of the deceased at his death and claimed by any of his
 children but what was included in the inventory of said estate - and this def
 endant further answering says that the inventory and appraisement of the per
 sonality of said estate amounted to one hundred and thirty three dollars
 and eighty and one half cents a part of which the widow was entitled by
 law to keep without being appraised, the said appraisers also made an
 allowance to said widow of one hundred and fifty dollars for the support of
 herself and minor children for one year the entire property of said estate
 therefore, all of which said widow took and kept was insufficient to pay her
 years allowance, by the sum of \$16.20 to say nothing about a large amount
 of the same being hers of right without an appraisement, this defendant also
 states that the funeral expenses and costs of administration amounted to the

sum of \$22.86 most of which this defendant has paid out of his own pocket and means and for the remainder he has made himself personally responsible, and this defendant further states that no funds or other assets came to his hands as administrator subject either to distribution among the general creditors (who held claims against said estate a little over \$100 in amount) or to pay the amount to said widow upon her allowance, or to pay said funeral expenses and costs of administration; and the facts as to the deficiency of funds and assets were reported to the Court at their October term A.D. 1844, by this defendant in his account current for settlement filed at said term, and having thus fully answered he prays to be hence dismissed with his costs to W. S. Gibson by Allison & Curry his solicitors, The State of Ohio Union County W. S. William S. Gibson make solemn oath that all the several matters and things stated in the foregoing answer as from the information of others I believe to be true, and all the several other matters and things therein stated are true in substance and in fact. W. S. Gibson, sworn to and subscribed before me this 30th day of December A. D. 1845.

James M. Wilkinson P. B. And afterwards to wit on the 7th day of April 1846 P. B. filed herein his replication in the words and figures following to wit P. B. vs W. S. Gibson et al. In Chancery, and the said P. B. comes and says that the matters and things in his said Bill of Complaint are true in substance and in matter of fact and the matters and things set forth in the answer of the said W. S. Gibson, contrary thereto are untrue and this he is ready to make appear as by this Court shall be decided P. B. Comp. Plaintiff in per pro. And afterwards to wit at the April term of said Court 1846 this cause was continued, and afterwards to wit on the 30th day of July 1846 this cause was continued, and afterwards to wit on the 17th day of October 1846, submitted and continued under advisement, and afterwards to wit on the 1st day of May 1847, this cause was continued, and afterwards to wit on the 6th day of August 1847, Bill dismissed at Complainant's costs, Judgment against Complainant for costs, Notice of Appeal by Complainant.

Attest John Cassil Clerk,

✓
Elias F. Drake

vs

John A. Boyard et al.

Pleas before his Honor James S. Tubert Esq. President Christian M. Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Third day of August in the Year of Our Lord One thousand eight hundred and Forty seven, Be it remembered that heretofore to wit on the 8th day of November 1842 Elias F. Drake by Brush & Gilbert his solicitors filed in the Office of the Clerk of said Court of Common Pleas a certain Bill in Chancery in the words and figures following to wit. To the Honorable the President and Associate

Judges of the Court of Common Pleas of the County of Union and State of
 Ohio in Chancery sitting. Humbly Complainin^g sheweth unto your honors
 your Orator Elias F Drake that on the 25th day of April A.D. 1839, one
 John A Bryan (whome your Orator prays may be made defendant here to)
 being seized in fee simple of one third in value of certain lands and
 tenements situate in said County of Union filece his certain petition
 for partition of said lands and tenements against your Orator who
 was also seized in fee simple of one third of said lands and tenements
 John S Foran who was also seized in fee simple of the remaining third of
 said lands and tenements, and Mariah McNulty and George An
 Chapman partners trading as McNulty & Chapman and residents
 of the City and State of New York to whom said Bryan had mortgaged
 his third of said lands and tenements that such proceedings were there
 upon had that at the July term A.D. 1839. of this court partition was granted
 and directed against the parties and such further proceedings
 were thereupon had that at the October term 1839. this court the report
 Commissioners appointed to make such partition and return of sheriff was
 filed and examined and approved by the Court. All which will
 more fully and at large appear reference being had to said Petition
 and proceedings now remaining of record in this Court and which are
 made a part here of your Orator further represents and charges that
 in making such partition said Commissioners set off and assigned
 to each party in interest one third in value of said lands and tenements
 without reference to the title of the whole or any part of the survey or any
 interfering claim that said McNulty and Chapman have caused
 said mortgage to be foreclosed and the part so assigned and set off
 to said Foran to be sold and struck off to Mariah Chapman for the
 benefit of said McNulty and Chapman by fore closure in this Court
 All which will more fully and at large appear reference being
 had to the record of said proceedings and sale now remaining of
 record in this Court and which are made a part here of - your Orator
 further represents and charges that of said survey so claimed by your Orator
 said Bryan and said Foran a greater part thereof was included in a
 prior entry and survey made in the name of W. H. Brown N^o 3470. and of
 the part so set off and assigned to your Orator of said survey N^o 5135, 303
 acres are included in said survey N^o 3470 leaving to your Orator only 169
 acres of the part so assigned to him, which is manifestly unequal and
 unjust. your Orator further represents and charges that at the time of
 said partition said Bryan well knowing of said interference and division
 of obtaining an equal third part of said survey N^o 5135 without reference
 to the rights of the other parties and intending fraudulently and unjustly
 to throw the loss on McNulty and Chapman, they being non residents
 went out to said lands and tenements with said Commissioners and persuaded
 them to agree to set off to said Foran or his mortgage McNulty and Chapman
 such part as would include the whole so covered by said survey N^o 3470
 and inducing said Commissioners to believe that said interference

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was an objection to the title, but that in fact and in truth that said Survey No. 5635, including the same that said Commissioners reported the same to Samuel Brush their Counsel for said Menuty and Chapman, who informed them at the time of the Confirmation of said report that he would not agree to such partition on behalf of said Menuty and Chapman, and that said Bryan had no right to meddle with said Commissioners or with the partition and that they must make a different report and divide the land equally. And as said Bryan seemed not to fear said interference to set that part off to him to which said Commissioners replied that said Bryan had sold the part agreed to be set off to him and then said Brush replied that said Menuty and Chapman being non residents should not be compelled to litigate the title, but the same ought to be done by said Bryan and your Orator, and said Commissioners believing from the representations of said Bryan, that the title was good & safe to the whole land made out their report as before mentioned that some months thereafter your Orator discovered that the part so set off and assigned to him was as before mentioned, and upon investigation thereof applied to said Brush and informed him of the fact, who thereupon informed him that he had no doubt that Menuty and Chapman would do what was right in the premises and he would apply to them to do that he is informed and believes, that such application has been made and said Menuty and Chapman have disregarded such application and so also such request, that he has repeatedly applied to said Bryan to make compensation to him as a more equal division which the said Bryan has utterly refused to do but as your Orator is informed and believes that the whole of said lands so set off and assigned to him, your Orator further represents and charges, that said Bryan on the 18th of September A.D. 1839, wrote a letter to your Orator, which explains in part the conduct of said Bryan and the part he took in said partition which is here with filed and made part hereof marked as Exhibit A^o your Orator prays the premises considered that said Bryan, said Menuty and Chapman and said Eunice Chapman may be made defendants to this bill and may fully answer the same and all the matters herein charged and contained that said Commissioners or others to be appointed by this Court be again directed to make partition and set off and assign to your Orator so much of said land so set off and assigned to said Doran and sold to said Eunice Chapman, as will make him equal with said Eunice and that said Bryan may be decreed to make compensation in money to your Orator and such other and further relief as the nature of the case may require and to your honors seem meet. Your Orator prays the writ of Subpoena and order of publication, and as in duty bound will ever pray &c. Brush & Gilbert Solat for Compls.

State of Ohio Union County ss. Personally appeared in Open Court S. Brush who made solemn oath that said defendants Menuty and Chapman and Eunice Chapman are not residents of the State of Ohio, as he is informed and believes S. Brush, Swore to and subscribed in Open Court this 8th day of Nov. 1842. J. W. Lewis Clk.

exhibit marked (A) referred to in the foregoing bill and filed there with
 heads in the words and figures following to wit, Columbus 18th Septem
 1839. Dear Sir, your letter accidentally found me at home. I have been gone prin
 cipally for the past three months the Union lands were partitioned at the last Court
 I was unexpectedly called there to see to them. and went out with those appoin
 ted to divide it. I was from home nearly two weeks on the excursion, the lands were some
 thing better than I expected but serious difficulties beset us. immediately we found an
 immense number of settlers on the survey some 6000. I was confounded
 at this altho Phelps the County Surveyor told me before that there was an inter
 ference of one of Mr Arthurs Survey some of the settlers have but of the State. some of
 Mr Arthurs I have not yet had time to examine the matter thoroughly. The
 survey over soon. and you and I were allowed 500^{cs} each. For our creditors
 in N York were assigned 472^{cs} in rather the best part where the settlers were
 located. I made a hard case of it for you and me which is worse than
 the truth you know. and I suppose we may have been considered a little
 on that account. I staid in the woods and round about some 6 or 8 days
 I am fearful of great difficulty as to title. I saw will most certainly grow out of
 it and we must of course fight in our own defence. If you think one has better show
 all this difficulty. I will make you this proposition viz I will give a good indorsed
 note payable at your Bank for all you have had to pay and the interest including
 the discount on the note at four months on your executing to me a deed for
 your portion. I will do this on the ground of making one staid the entire amount
 of the cattle. I have no time now for further particulars as to the land as I am
 anxious to get this into the mail this morning. I will send the account of our
 joint expenses in the partition with the exceptions of the Atty. Gen (Brush & Gilbert)
 who I have no time to see the entries first made are taken from the Comptrol
 -lers Report on the partition.

Fee of Court Surveyor		Smith Browns Bill when the Court was done	
Crowns 3 day each	\$ 6.00	also hands. overseer Chairman 7 ⁰⁰	
Surveyor 4 days	8.00	To brand of surveyors 2 Chairman	1.50
Elijah Archood 2 days	1.50	do Bill of J. R. B. 6 days @ 62 ^{cs} pr day	3.75
Saml King 3 days	2.25	do 3 days assman	3.00
Smith Brown 3 days	2.25	By one day Chairman	1.00
Am of J Brown 1 day	.75	Price Saml King Chairman 3 days	3.00
Huff. cuts Series	1.00	do Elijah Archood do 2 days	2.00
mt	.10	2 horses kept 6 days	1.00
J Wood SR	.25		\$ 15.25
	\$ 33.10		

(Copy Receipt)
 Recd: Payment for all of the above of J. A. Bryan, except for the amt paid by him
 to Mr King & Mr Archood, which I was paying to it having been done in my presence
 (Signed) Smith Brown

My personal expenses on the way to divide lands. Amt Paid down \$ 38.35
 gone from home 11 days 5 days of which was in the woods
 & on the way. concerning the lands \$ 1.50 pr day \$ 7.50 (no charge for time) 7.50
 Deduct from 1st amt the following items which are included in 2 bills viz \$ 45.85
 P. C. Archood \$ 1.50 P. C. King 2.25 Brown 2.25 Tom 75 = 6.75
 \$ 39.10

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Publishing notice (Supposed) - 17.00 Have notice
 Atty fee say 20.00 have notice
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The above is as near the amt. as can be calculated. I merely present the above as a general outline - not being the full Bill. I cant particularise - I sent to Brush & Gilberts Office this morning but they were not at home - the total bill will as I think not vary much from the foregoing My boy was out with us and sundry and incurred expenses but I make no charge when I receive the amt of the two last items, it will find them. I kept a full diary of time & particulars. I noted the names of the settlers on the land, how the lines intersected &c. all of which I have in my possession - I start soon for Cleveland and would like to hear from you by return mail if you embrace my offer the \$6.66 which you say is a bal. due on said note will be properly certified in these amounts. Yours in much haste John A. Bryan. I take leave of course. I meet the above expenses yours, B. and afterwards to wit on the 8 day of November 1842. the following subpoena was issued out of the Clerks Office aforesaid to wit The State of Ohio Union County ss To the Sheriff of Franklin County Greeting: We command you that you summon John A. Bryan, Martin McNulty, George M. Chapman and Eunice Chapman to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County forthwith to answer the matters and charges contained in a Bill in Chancery exhibited against them by Elias F. Drake and that they shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ witness John Cassil Clerk protem of said Court at the Court House in Mansfield, this 8th day of November A.D. 1842.

S.

John Cassil Clerk protem, and afterwards to wit on the 8 day of November 1842. On motion and it appearing to the satisfaction of the Court that the Defendants Martin McNulty, George M. Chapman and Eunice Chapman are not residents of this State, it is ordered that notice of the pendency of this suit together with the substance and prayer of the bill, be published in the Union Gazette, a newspaper published and in general circulation in the County of Union for six consecutive weeks previous to the next term of this Court, and afterwards to wit on the 10 day of November 1842 the Sheriff of Franklin County returned said writ of subpoena endorsed as follows to wit, Nov 10. 1842. ss: on the within named John A. Bryan by leaving a copy at his usual place of residence, as to other defendants not found W. Bryan Sheriff John Graham Sept, and afterwards to wit on the 18 day of April 1843. this day came the said Complainant and proved publication of notice, and upon motion of Complainant leave is granted to amend said bill upon payment of costs of said amendment, and said Defendants are ruled to plead answer or demurr within sixty days from the rising of this Court, and in default thereof that the said bill be taken as confessed and this case is continued, said notice and proof of publication reads in the words and figures following to wit, State of Ohio Union County Common Pleas Elias F. Drake vs John A. Bryan, Martin McNulty, and George M. Chapman late partners trading as McNulty & Chapman and Eunice Chapman, the bill in this case charges that on the 25th

day of April AD 1839. Said defendants Bryan and Complainant, and John L. Doran being the owners in fee simple, each of one undivided third part of Survey No. 5135 in said County of Union, said Bryan filed in this Court his petition for partition against said Doran and Complainant and said McNulty & Chapman to whom said Doran had mortgaged his third part of said Survey - that at the July term 1839, partition of said Survey was ordered, and at the October term 1839 partition made and confirmed by the Court that said McNulty and Chapman have caused their mortgage to be foreclosed, the part assigned to Doran struck off to Eunice Chapman for their benefit; that said Survey No. 5135 conflicts with Survey No. 3470, in the name of Mrs. H. Brown and out of 472 acres of land set off and assigned to Complainant 303 acres thereof is covered by said Survey 3470 which is a prior entry and Survey, and since 303 acres of land last to Complainant, that an account of such interference said partition is manifestly unjust, and in making such partition, the Commissioners divided said Survey No. 5135, without reference to the title to the quantity and quality of the whole Survey, that said partition was procured by fraudulent devices and contrivances of said Bryan and in the absence of Complainant, that Complainant has repeatedly applied to said Bryan to make equal partition or compensation to said Complainant, which he has refused to do and sold out all the land set off and assigned to him, that said McNulty and Chapman have also been applied to to make a more just partition, which they have evaded doing, the bill prays for a division and partition or compensation and for general relief. Defendants are notified to appear at the next term of said Court and within sixty days thereafter to plead answer or demurrer, or at the next term thereafter a decree pro confesso will be taken against them according to the prayer of this bill, Brush & Gilbert Solicitors for Complainant, November 23, 1842. State of Ohio Union County ss Personally appeared in open Court John Cassel publisher of the Union Gazette and being duly sworn said that the Annuaire Advertisement, was regularly published in said paper six consecutive weeks prior to this present term and which paper is published and in general circulation in said County of Union John Cassel sworn to and subscribed in open Court this 18th day of April 1843. Was H. Strong, and afterwards to wit on the 16th day of June 1843 the said Eunice Chapman by Allison & Hall her Atty filed herein her separate answer to the said bill in the words and figures following to wit, The separate answer of Eunice Chapman to a bill of Complaint exhibited in Union County Court of Common Pleas against John L. Bryan Marvin McNulty & George M. Chapman and Eunice Chapman by Elias F. Drake. The said Eunice Chapman now and at all times saving and reserving to herself all manner and benefit and advantage of exceptions to the many errors and insufficiencies in said Complainant's said bill contained. For answer thereto or so much thereof as she is advised it is material for her to make answer unto, answers that and sayeth, that she has little or no knowledge of many things stated in Complainant's bill, that she has been informed and believes, that before she acquired any title in the land described in Complainant's bill an undivided third of said Survey No. 5135 was owned by one John A. Bryan and not by John L. Bryan as stated in Complainant's bill one undivided third part thereof by Elias F. Drake & one third by John L. Bryan that under the direction and order of this Court partition was made of said Survey - and one third thereof in value set off to each, of this partition respondent knows nothing - but is informed and believes that said partition was fairly

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made that the Commissioners appointed by the Court to make partition thereof understood the nature of said interference and made the partition with reference to it. This respondent has learned recently having had an knowledge in the premises until since she purchased the one third part interest to said Deam. at public sale and paid full value thereof as she is informed. Respondent believes that said partition was made upon just and equitable terms giving to each their portion in due season and in value respondent further states that she purchased said land of said McNulty & Chapman for her own benefit and not for the benefit of said McNulty & Chapman without any knowledge of said partition or interference relying upon the acts of this Court she supposed all was right and legal that she was not a party thereto and that of any undue influence was exercised by any individual over the Commissioners of partition (which she utterly denies) she was a purchaser in good faith without any knowledge or notice thereof. And having thus fully answered respondent prays to be hence dismissed with Costs and Charges in this behalf most unjustly expended and as in duty bound to advise
 Chapman, Allison & Hall Atty for Resp. State of New York City and County of New York. Be it remembered that on this 7th day of June in the year of our Lord one thousand eight hundred and forty three before me personally appeared the above named Eunice Chapman who being by me duly sworn doth depose and say that she has read the foregoing answer and knows the contents thereof and that the same is true of her own knowledge except as to the matters which are therein stated to be on her information and belief and as to those matters she believes it to be true. S. Jones Chief Judge of the Session Court of the City of New York, State of New York City and County of New York. I Jesse O'Reilly Clerk of the Session Court of the City of New York do hereby certify that Samuel Jones whose name is subscribed to the forat hereof is Chief Justice of said Court that said Court is a Court of record having a Clerk and Seal, and that the said signature is genuine and full faith and credit are due to the same. In witness whereof I have set my hand and affixed the seal of the said Court this seventh day of June AD 1843. J. O'Reilly Clerk of the Session Court of the City of New York. And afterwards to wit on the 5th day of July 1843. On motion to the Court it is ordered that the Defendant have leave to answer the bill of the Complainant within sixty days. And this Cause is continued, and afterwards to wit on the 19th day of October 1843. In this case the Complainant has leave to amend his bill and is ordered to pay Costs since the filing of the said bill, continued, and afterwards to wit on the 16th day of April 1844 this Cause was continued, and afterwards to wit on the 1st day of October 1844 this Cause was continued, and afterwards to wit on the 28th day of May 1845 this Cause was continued, and afterwards to wit on the 19th day of August 1845 this Cause was continued, and afterwards to wit on the 28th day of October 1845 the Complainant by Lawrence Barry his Atty filed herein his replication to the separate Answer of Eunice Chapman in the words and figures following to wit. Elias F. Drake vs John A. Myers et al. In Chancery. And the said Elias F. Drake comes and says that the matters and things set forth in his said bill of Complaint are true in substance and in matter of fact, and that the matters and things set forth in the separate Answer of Eunice Chapman contrary thereto are untrue.

L. d

And this he is ready to make appear as by this Court shall be directed By Sarouice
 & Curry His Attornies, And afterwards to wit on the 29th day of October 1845
 In this Case Complainant has leave to amend his bill, And Cause continues
 And afterwards to wit on the 17th day of March 1846, the Complainant by Curry &
 Sarouice his Sol^s filed herein his Amended bill in the words and figures follow-
 ing to wit, To the Honorable Court of Common Pleas of the County of Union & State of this
 in Chancery sitting, Humbly Complaining sheweth unto your Honors your Orator
 Elias F Drake that on the 25th day of April AD 1839 one John A Bryan (whom
 your Orator prays may be made Defendant to this bill) being seized in fee simple
 of one third in value of certain lands and tenements situate in said County of
 Union, filed his certain petition for partition of said lands and tenements against
 your Orator, who was also seized in fee simple of one third of said lands and tenements
 John S Doran who was also seized in fee simple of one third of said lands and
 tenements, and Martin McNatty and George M Chapman, partners trading as
 McNatty & Chapman, and residents of the City and State of New York, to whom
 said Doran had mortgaged his third of said lands and tenements; that such
 proceedings were thereupon had that at the only term AD 1839 of this Court partition
 was ordered and directed among the parties, and such further proceedings
 were thereupon had that at the October term 1839 of this Court the report of
 Commissioners appointed to make such partition, and the return of the Sheriff
 were filed and examined and approved by the Court, all which will more
 fully and at large appear, reference being had to said petition and proceedings
 now remaining of record in this Court, and which are made a part hereof, your Orator
 further represents and Charges that in making such partition, said Commissioners set
 off and assigned to each party in interest one third in value of said lands and
 tenements without reference to the title of the whole or any part of the survey or any
 interfering Claims; - that said McNatty and Chapman have caused said mortgage
 to be foreclosed, and the part so set off and assigned to said Doran in said proceed-
 ings in partition to be sold and struck off to one Emice Chapman for the benefit
 of said McNatty and Chapman by sale under said foreclosure in this Court all
 which will more fully and at large appear, reference being had to the record
 of said proceedings and same now remaining of record in this Court, and which are
 made a part hereof; - your Orator further represents and Charges that of said
 Survey so claimed by your Orator, said Bryan and said Doran, a considerable
 part was included in a prior entry and survey made in the name of John
 Bowen and numbered 3470, and of the part so set off and assigned to your
 Orator of said Survey No. 5635, 303 acres are included in said Survey No. 3470, leaving to
 to your Orator only 169 acres of the part so assigned to him, which is manifestly
 unequal and unjust, your Orator further represents and Charges that at the time
 of said partition said Bryan, well knowing of said interference, and being desir-
 ous of obtaining an equal third part of said Survey No. 5635, without reference to
 the rights of other parties in interest, and intending fraudulently and unjustly to
 throw the loss upon McNatty & Chapman (they being non residents) went out to said
 lands and tenements with said Commissioners, and persuaded them to agree
 to set off to said Doran of his mortgaged McNatty & Chapman such part of said
 Survey No. 5635, as would include the whole amount so interfere with and cover

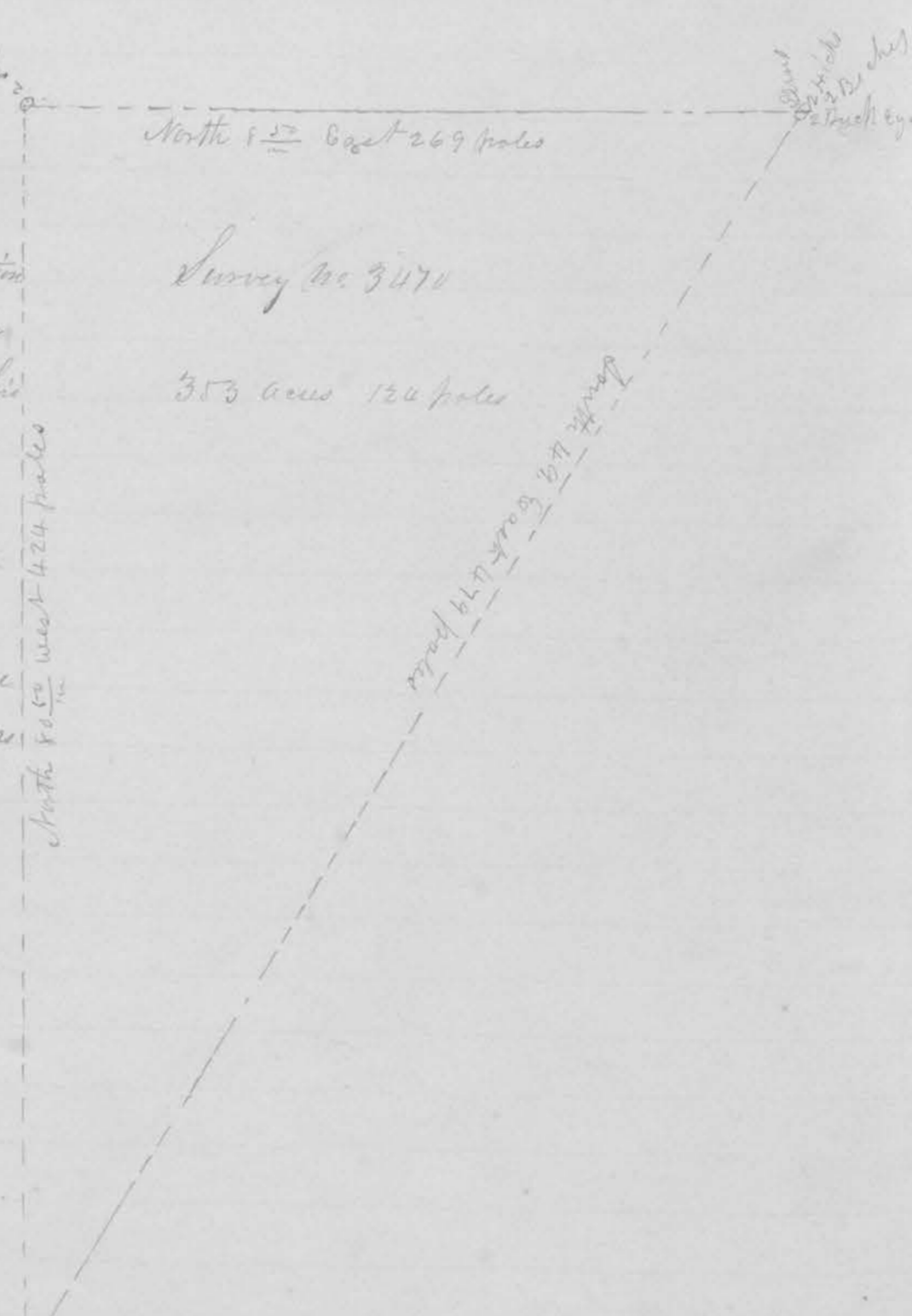
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by said Survey No. 3470, and said Commissioners being thus induced to believe that said interference was no objection to the title but that in fact said Survey No. 5635, in fact, the same, determined to assign said part so interfered with to McNulty & Chapman in their report of partition, and they informed Samuel Brush, their Attorney of McNulty & Chapman thereof; and said Brush told said Commissioners at the time of the confirmation of their report that he would not agree to said partition on the part of said McNulty & Chapman and that said Bryan had no right to meddle with said Commissioners or with the partition, and that they must make a different report and divide the land equally, and as said Bryan seemed not to fear said interference, that part ought to be set off to him - to which said Commissioners replied that said Bryan had sold the part agreed to be set off to him; said Brush then replied that said McNulty & Chapman being non-residents should not be compelled to litigate the title, but the same ought to be done by said Bryan and your Orator; and said Commissioners being induced by said Bryan to believe that the title was good and safe to the whole of Survey No. 5635, made out their report assigning the part so interfered with as aforesaid to your Orator - that some months thereafter your Orator discovered that the part set off and assigned to him was as before mentioned and upon investigation thereof applied to said Brush and informed him of the fact who thereupon informed your Orator that he had no doubt that McNulty & Chapman would do what was right in the premises and that he would apply to them to do so, and your Orator is informed and believes that such application was made and said McNulty & Chapman have disregarded said application, and evaded such request; that your Orator has repeatedly applied to said Bryan to make compensation to him on a more equitable division, which the said Bryan has utterly refused to do, but on the contrary has sold and conveyed away the whole of his (said Bryan's) portion of said land, as follows one hundred acres to David Lockwood and hundred acres to Smith Brown - one hundred acres to George M. Robinson and two hundred acres to Eli M. Gwynne, Erastus Gwynne & Nathan S. Lamson, your Orator further charges that said Bryan on the 15th day of September 1839, wrote a letter to your Orator which explains in part the conduct of said Bryan and the part he took in said partition, which letter is herewith filed and made a part of this bill as exhibit marked "A." your Orator therefore prays that said McNulty & Chapman and Eunice Chapman may be made defendants to this bill, and that they and the said Bryan may be compelled fully and explicitly to answer the same and all the matters herein charged and contained that said Commissioners or others to be appointed by this Court be again directed to make partition, and set off and assign to your Orator so much of said land so set off and assigned to said Doran and sold to said Eunice Chapman as will make him equal with said Eunice, and that said Bryan may be decreed to make compensation in money to your Orator, and that such other and further relief may be extended to your Orator as the nature of the case may require, and to your honors may seem meet, your Orator prays the writ of Subpoena, and as in duty bound will ever pray. Carry T. Lawrence Solo for Complainant, and afterwards on the 14th day of April 1840 this cause was continued, and afterwards Court.

on the 25th day of July 1846, John A Bryan filed herein his answer to said bill in the words and figures following to wit, Union Common Pleas, Elias T Drake vs John A Bryan. In Chancery, John A Bryan defendant in the above entitled cause being duly sworn deposes & saith that during the greater part of the time since the filing of the Complainant's bill in this cause he has been absent from the State of Ohio, at Washington City and in a foreign Country on public business, that he returned to the United States from a voyage abroad during the last fall, and soon after proceeded to Washington City, where he has mainly remained until the sitting of the Spring term of the Union County Court, that at that term he was not apprised of any injury on the part of the Complainant for the trial of this cause and that during the vacation this defendant has been using his best efforts to procure the facts in relation to the entry and survey of the tract called the Gilmore tract of land in this County - that he employed an examining Gentleman in Washington, late a clerk in the General Land Office to carefully examine the surveys & records of the Land Department & that the said clerk furnished this defendant with a statement of the same by which it would seem that the Gilmore tract so called, is the oldest entry & the oldest survey of the tracts brought into dispute by virtue of the said bill, of Complainant but as this defendant will send an official certificate of the facts to set forth that he cannot be prepared as he is advised by Counsel to truly believe to be true for a hearing upon said Complainant's bill at the approaching term of the Court (now only three days ahead) and that this defendant verily believes that he will be enabled at the succeeding term to show the facts set forth by the Clerk whose statement he has in a paper official from & further saith that John A Bryan subscribed & sworn to this 25th day of July 1846 before me Christian Meyers Associate Judge, and afterwards to wit on the 24th day of July 1846, this cause was continued at the Costs of the defendant, and afterwards to wit on the 17th day of October 1846, this cause was, submitted to W. A Rogers by consent of parties to be argued on paper in secret and continued, and afterwards to wit on the 7th day of May 1847, this cause came on to be heard upon the exhibits and testimony and was argued by Counsel thereupon upon consideration it is ordered adjudged and decreed by the Court that the bill be dismissed as to Eunice Chapman and as to the defendant John A Bryan the same be referred to the Master Commissioner of this Court to ascertain the amount and value of the land assigned to the Complainant to which the title is defective and which has been so found defective by the Court by the testimony of Phelps and it is further ordered adjudged and decreed that said Bryan pay one half of said value to said Complainant with interest from the date of the partition and the Costs of this proceeding except so far as they have been caused by making said Eunice Chapman and that those Costs be paid by Complainant. - And it is further ordered that the master make report of his proceedings herein to the next term of this Court to which time this cause is continued, notice of appeal by Complainant, and also by the defendant John A Bryan, said order having been certified to the said Master in Chancery under the seal of said Court was returned on the 3rd day of

August 1847. Together with the following report which report reads in the words and figures following to wit, Elias F Drake vs John A. Boyan In Chancery. The report of James Turner Master in Chancery, to whom this Cause stands referred for the purpose of ascertaining the amount and value of the land assigned to the Complainant to which the title is defective, and which has been so found defective by the testimony of L Phelps: pursuant to the interlocutory decree rendered at May term AD 1847. On the 30th of July 1847, I took to my assistance W B Lewis, County Surveyor of Union County Ohio, and proceeded to ascertain the amount of land assigned to Complainant, and to which the title is defective as above, the defect of title is a consequence of the Survey No 5635, overlapping the Survey No 3470, as shown by the papers in said Case No 3470, being the better title, the amount of the interference as shown by the surveys report and certificate hereto appended and made part of this report is three hundred and fifty three acres and an hundred and twenty four poles, which quantity I therefore find to be the amount of land assigned to Complainant to which the title is defective. From my own knowledge of the premises and of the value of surrounding lands, as well as upon full inquiry, I estimate and appraise said land at Two and ⁵⁰/₁₀₀ Dollars per acre, all which is respectfully submitted James Turner Master in Chancery, said Surveyors report and certificate reads as follows to wit.

I hereby certify that the annexed plat is a correct representation of a survey made by me under the direction of James Turner Master Commissioner of Union County Ohio to ascertain the amount of interference of Survey No 3470 & 5635, and the no. of acres taken from No 5635 by 3470, is three hundred and fifty three acres and 124 poles as represented on the above plat July 30th 1847.
William B Lewis
Surveyor, U. S. C.



and afterwards to wit on the 6th day of August 1847, the said John A Boyan by C W Allison his sol filed herein his exceptions to said Masters report in the

John F. Sabie Attorney
of Ashbury Sabie dec^d
vs
Mary Sabie

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Words and figures following to wit, Elias F Drake vs John A Bryan an Chan-
-Cery Exceptions to masters report. and the said John A Bryan comes and
excepts to the report of the master filed in this case, shows that the amount found
in the interference, was not arrived at in a proper manner by the said master
the plat accompanying the report shows that the survey was confined strictly
to what is represented as the interference which at best is very uncertain the lines
of survey N^o 3470, not having been run, I^o that said survey made under the direction
of the master is not as authentic as the one testified to by Levi Phelps whereas it
should have been more authentic &c 3^o that said report in other respects is
insufficient. By W^m Allison sol^r for John A Bryan, and afterwards writ
on the 7^o day of August 1847. This day James Turner master in Chancery of
this Court made his report herein pursuant to the interlocutory decree rendered
herein at the last term of this Court, and the defendants by their counsel
filed their exceptions to said report, and the Court having examined
and fully considered the said report and exceptions thereto and heard
arguments of counsel, it is ordered that said exceptions to said report be
overruled and disallowed and that said report stand confirmed
and the Court being further fully advised herein it is considered that
one half of the value of said interference found by said master to wit
the sum of Four hundred and forty one dollars be paid by said John
A Bryan, to the said Elias F Drake, that said Elias F Drake pay the
costs of this cause so far as they were made by bringing in the said
Counsel Chapman as a defendant herein taxed at _____ Dollars
that said John A Bryan pay the residue of the costs of this suit
taxed to _____ Dollars that all the payments as aforesaid
be made by the said parties within thirty days after the rising of this
Court and that in default thereof, execution issue as upon judgm-
-ents at Law, notice of Appeal by Defendants,

Attest John Cassil Clerk,

John F Sabin Admin^r
of Ashbury Sabin dec^d
vs
Mary Sabin

Heas before his Honor James F Herbert Esq President James R Smith Christian
Meyers and Levi Phelps his Associate Judges at a Court of Common Pleas
begun and held at the Court House in the Town of Marysville within
and for the County of Union and State of Ohio on the 28^o day of July
in the year of our Lord one thousand eight hundred and forty six,
Be it remembered that heretofore to wit on the 30^o day of October 1845 John F
Sabin Administrator &c by Allison Murray his aty filed in the office of the clerk
of the Court aforesaid, a certain petition in Chancery in the words and
figures following to wit, To the Court of Common Pleas in and for the county
of Union, your petitioner John F. Sabin administrator of Ashbury Sabin
deceased, states to the Court, that on the 1st day of April 1839, the said
Ashbury Sabin deceased, executed his final bond to one Joseph Kramiec
Conditituted to make him a deed for a certain tract of land lying and

A Bryan by
report in the

and being in the County of Union and State of Ohio, and described as follows beginning at the North West corner of Squire Daland's South West lot thence S 32. N 160 poles to a bur oak thence S 58. E 30. poles to a stake in the prairie thence S 32. N 78 poles to a stake thence N 26. W 76. poles to a bur oak thence N 53. E 60 poles to 2 large bur oaks thence N 31. E 59. poles to a stake thence N 12. 15 W. 60 poles to a stake thence N 33. W 7. poles to a stake in the past road thence N 78. E. 40 poles to the beginning containing 43 acres less 4 poles more or less, being a part of survey N. 7393. For this tract of land the said Kreamer bound himself to pay to said Sabin deceased his heirs &c One hundred and twenty nine dollars in hand which payment was acknowledged - One hundred and twenty nine dollars on the 1st day of April 1840. - One hundred and twenty nine dollars on the 1st day of April 1841. most of which has since been paid. your petitioner further represents that on the 1st day of April 1839. the said Ashbury Sabin deceased, executed his special bond to one John Harrington conditional to make him a deed for a certain tract of land on or before the 1st day of April 1841. lying in the County of Union Ohio, and bounded as follows, viz. beginning at a bur oak at the corner of Jonah Harrington and Benjamin Tucker's land thence S. 26. E 76. poles to a stake thence S 32. W 23. poles to a stake - thence S. 58. W. 17. poles to a bur oak & hickory in the line of Jonah Harrington - thence N 15. E. 33. poles to 3 bur oaks thence N 53. E. 34 poles to the beginning being part of survey N. 7393. Containing twenty acres of land for this last tract of land the said John Harrington bound himself to pay to said Ashbury Sabin deceased his heirs &c sixty dollars in hand the receipt of which was acknowledged by said Sabin deceased. On the first day of November 1839. sixty dollars and on the 1st day of November 1840 sixty dollars most of which has since been paid your petitioner further alleges that the above tracts of land are all situate in the County of Union and within the jurisdiction of this Court and that the purchasers took possession of the lands severally purchased by them, and that they now hold the same or their assigns, that the said Ashbury Sabin departed this life without having made any deeds of conveyance to the purchasers of the several tracts of land so sold by him as aforesaid that the said purchasers are ready to pay for the lands purchased by them as aforesaid and thereby entitled themselves to a conveyance for the same. your petitioner further states, that the said Ashbury Sabin departed this life about the month of April 1842. leaving 2 infant children and heirs to wit Homer Sabin then about nine years of age and Mary Sabin now about nine years of age, that the said Homer has since departed this life leaving the said Mary Sabin the sole heir to said estate of their father Ashbury Sabin deceased that the said Mary resides in Union County whom your petitioner makes defendant to this bill. your petitioner further states that as the administrator of said Ashbury Sabin deceased he is desirous of completing the contracts for and on behalf of his said infant heir, and of vesting her title in the aforesaid purchasers or their assigns. your petitioner therefore prays the Court that upon

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The hearing of the matters herein mentioned to make an order authorizing and empowering him as the administrator of said Sabin to complete said contracts by conveying the lands aforesaid to the said purchasers or to such persons as are entitled to receive deeds of conveyance and that there may be such further action of the court and proceedings in the premises as the nature of case requires, your petitioner states that he was appointed administrator on said estate by this Court and brings in his letters of Administration, By Allison Hurry his solicitor, And thereupon the following subpoena was issued out of the clerks office aforesaid to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting; We command you that you summon, Mary Sabin to appear before the judges of our Court of Common Pleas, at the Court House forthwith to answer a bill in Chancery, exhibited against her by John F. Sabin Adm^r of Ashbury Sabin dec^d: and that she shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ, witness John Cassil clerk of our said Court, at the Court house, this 30. day of Oct. A. D. 1845 John Cassil clerk of Com. Pleas, and afterwards to wit on the 30th day of October 1845, the Sheriff returned said writ executed as follows to wit. Served Oct 30th 1845. By certified copy of this writ, Wm Robinson Sheriff, and afterwards to wit on the 16th day of April 1846, this cause was continued, and afterwards to wit on the 17th day of July 1846, the following subpoena was issued out of the clerks office aforesaid to wit. The State of Ohio Union County ss To the Sheriff of the County of Union Greeting; We command you that you summon Mary Sabin to appear before the judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a bill in Chancery exhibited against her by John F. Sabin Adm^r of the estate of Ashbury Sabin dec^d praying the Court to authorize the said administrator to complete certain contracts for the sale of real estate entered into by the said Ashbury Sabin in his lifetime with sundry persons all which is more particularly described in said bill, by conveying the interest of the said Mary Sabin in and to said real estate to said purchasers and that she shall in no wise omit under the penalty of one thousand dollars; and have then and there this writ, witness John Cassil, Clerk of our said Court at the Court house this 17th day of July A. D. 1846, John Cassil Clerk of Com. Pleas, and afterwards to wit on the 27th day of July 1846, the Sheriff of said County returned said writ of subpoena executed as follows to wit. Served this writ July 25th 1846 by delivering a certified copy of this writ, to the defendant Wm Robinson Sheriff, and afterwards to wit on the 28th day of July 1846, on motion to the Court by Messrs Allison Hurry Counsel for the Plaintiff, it is ordered that P. B. Cole be appointed Guardian ad litem to the infant defendant Mary Sabin and thereupon the said P. B. Cole appeared in Open Court and accepted said Appointment, afterwards to wit on the 28th day of July 1846, the said Mary Sabin by P. B. Cole her Guardian ad litem filed herein her answer in the words and figures following, to wit. The answer of Mary Sabin infant defendant to the petition

of John F Sabin Administrator of the estate of Ashbury Sabin deceased by P. W. Cole her Guardian ad litem and the said Mary Sabin by P. W. Cole her Guardian ad litem now comes and for answer to the said petition of the said John F Sabin Administrator of the estate of Ashbury Sabin deceased says that further than appears from the papers on file in this Cause she knows nothing of the matters and things set forth in said petition By P. W. Cole Guardian ad litem, and afterwards writ on the 28th day of April 1846. this day came the Petitioner and moved the Court to enter an order authorizing and directing his as such Administrator to complete to complete the Contract made by the said Ashbury Sabin deceased in his life time for the sale and conveyance of the tracts of land set forth and described in the petition and to execute deeds to the purchasers or their assigns and the Court having examined the petition and being satisfied that notice of the pendency and prayer of the petition had been given to the heir of said Ashbury Sabin deceased as required by law - and it being proved to the satisfaction of the Court that the several contracts set forth in the petition were made by the said Ashbury Sabin in his lifetime and that he departed this life without having made deeds of conveyance as provided for in said contracts and the Court being further satisfied that the purchase money has been made in part and that the prospective purchasers or their assigns are ready to pay the balance on receiving deeds of conveyance - the Court do therefore order direct and empower the said John F Sabin as Administrator of Ashbury Sabin upon full payment of the purchase money due to execute and deliver deeds of conveyance in fee simple to the purchasers of the tracts of land described in the petition to their assigns and it is further ordered that said Admin^r pay the Costs herein out of the assets of said Estate. Judgment for Costs,

Attest John Cassin Clerk,

S. S.

Luther Wood Adm^r of James Cochran dec^d vs Elizabeth Cochran et al

Sheweth before his Honor James S. Roberts Esq. President James R. Smith Christian Myers & Sen Phelps his Associates Judges. at a court of Common Pleas begun and held at the Court House in the Town of Marysville within the County of Union and State of Ohio on the twenty eighth day of July in the year of our Lord one thousand eight hundred and forty six. Be it remembered that heretofore to wit on the 29th day of October 1845. Luther Wood Adm^r &c filed in the Office of the Clerk of the Court aforesaid, a certain Petition to sell land in the words and figures following to wit, To the Honorable the Court of Common Pleas when in session, Luther Wood Adm^r of James Cochran late of this County dec^d would respectfully represent to your honors that he has proceeded so far in administering the personally of said decedent as to ascertain that there will be a balance of some twelve hundred dollars due from said estate over what can be

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paid out of the personal estate that cannot be paid without a sale of real estate
that the said James died seized in fee of the following lands being in this
County and subject to be sold for the payment of debts to wit beginning at a
stake north east corner of Samuel Reed's trees on a line thence S 43. 12 1/2
poles to two Burr Oaks and two elms thence S 36. 12 1/2 poles to a stake thence N 7
8. 5 1/2 poles to three Burr Oaks thence N 25 1/2 E 97. poles to two Burr Oaks thence
W 54 1/2 E 77. poles to the beginning containing 109 1/2 acres Survey 7822. Virginia
Military Lands. that Elizabeth Cochran widow is entitled to dower in
the same that James Cochran David Cochran Dixon Cochran & Jane
Cochran are his heirs at Law all of whom are minors resident in
this County and whom your Orator makes defendants together with
the said widow the prayer therefore is that the sale of the premises afo-
resaid or so much thereof as may be found necessary for the payment of
of the debts unpaid and is in duty bound Suther Wood Admr.
And thereupon the following subpoena was issued out of the Clerk's Office
aforesaid to wit The State of Ohio, Union County ss. To the Sheriff of the County
of Union Greeting: We command you that you summon Elizabeth Cochran
James Cochran David Cochran Dixon Cochran & Jane Cochran to appear
before the Judge of our Court of Common Pleas at the Court House
forthwith to answer a Petition in Chancery exhibited against them
by Suther Woods and that they shall in no wise omit under the
penalty of one thousand dollars and have them and there this writ
Witness John Cassil Clerk of our said Court at the Court House
this 29th day of October AD 1845. John Cassil Clerk of Court Pleas.
and afterwards writ on the 30th day of October 1845 the Sheriff returned said
writ of subpoena endorsed as follows to wit Served Oct 30th 1845 by certified copy
of this writ to the within named defendants. W. M. Robinson Sheriff, and after-
wards to wit on the 15th day of April 1846, on motion to the Court by W. C. Lawrence
Sol for Petitioner James W. Johnson was appointed Guardian Ad Litem for
David Cochran Dixon Cochran and Jane Cochran infants defendants
in this case who thereupon appeared in open Court & accepted
said appointment and filed the answer of said defendants,
and afterwards to wit on the 15th day of April 1846. the said J. W. Johnson
Guardian Ad Litem for the infant defendants. filed heretofore their joint
answer in the words and figures following to wit the joint answer
of David Cochran Dixon Cochran and Jane Cochran infant depts
to the petition Suther Wood Admr of James Cochran died. These
depts. by their Guardian Ad Litem now come and answering say
that they know not as to the truth or falshood of the allegations in the
petition alleged and submit the cause to the Court for their find-
ing and decree J. W. Johnson Guardian Ad Litem and afterwards
to wit on the 15th day of April 1846. this cause came on to be heard upon the
petition of the administrator and the answer of the infant defendants
by guardian ad litem and exhibits whereupon the Court do find
that the sale of the premises in the petition described is necessary
to enable the debts of the decedent to be paid and the Court do further

S. J.

find that Elizabeth Cochran is entitled to be endowed of one equal third part of said land and tenements, and it is further ordered that John Gabriel Sumner Payne & Daniel Lee being first duly sworn do upon actual view of the premises set off and assign to the said dower in the premises described in the petition to the said Elizabeth Cochran and make return of such assignment together with a just valuation of said real estate subject to said dower forthwith, Personally appeared before me the above appraisors and were duly sworn by me as such April 15th 1846, John Cassil Clerk, said order having been certified to the said Appraisors under the seal of said Court was afterwards returned on the 17th day of April 1846, together with the following report to wit, we the subscribers having been first sworn proceeded to view the within described land and do appraise the same at thirteen dollars per acre amounting to fourteen hundred twenty three dollars and fifty cts and also to view and set off the widows right of dower in said land and tenements assigning to her the orchard commencing at the east corner of the field thence with the fence to the south side of the orchard thence across the orchard including the last row of apple trees to the partition fence between the orchard and middle field assigning to her the middle field and all included within a line running straight with the fence dividing the middle field and meadow to the former line of fence together with the buildings and their improvements thereon given under our hands this 16th day of April 1846, John Gabriel Sumner Payne Daniel Lee, and afterwards to wit, on the 17th day of April 1846, In this case the administrator having produced the return of the assignment of dower to the said Elizabeth Cochran by notes and bonds and the appraisment of the said land according to the order of this Court of yesterday the Court do find the same correct and do further order the said administrator proceed to sell the said premises as upon executions at law subject to the dower of the said widow, for one third cash in hand one third to be paid in one year and the balance in two years from date with interest on the deferred payments to be secured to the satisfaction of the administrator and continued, and after wards to wit on the 23rd day of June 1846, said order was certified to the said administrator under the seal of said Court, and was afterwards returned on the 28th day of July 1846, together with the following report to wit, Walter Wood admr. of James Cochran dec'd to Elizabeth Cochran others Petition to sell, In pursuance of the order of the Court in this case made the administrator did on the 24th day of June A.D. 1846, cause the real estate in the petition described to be advertised to be sold on the 28th day of July A.D. 1846, in the Argus a newspaper printed and of general circulation in Union County, and did on that day, having caused said real estate to be so advertised for more than thirty days previous thereto, sell said real estate at public auction to Samuel R. Reed for nine dollars & fifty cents an acre that sum being more than two thirds of the appraised value thereof the being the highest and best bidder therefor July 28th 1846.

Catherine A. Hickey
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 Andrus & Barry et al

Sutherland Administrator of Hochran dec'd, and afterwards to wit on the 29th day of July 1846. an motion to the Court by Mr Lawrence Counsel for the petitioner and upon producing the return of the proceedings & sale made by the said petitioner as herein before ordered and the Court having examined the same and being satisfied that said sale has in all respects been legally made It is ordered that the same be and hereby approved and confirmed and that the said petitioner execute and deliver to said purchaser a deed in fee simple for the real estate & by him sold as aforesaid,

Attest John Cassil Clerk,

✓
Catherine A. Hickey
vs
Andrew S. Barry et al

Pleas before his Honor James S. Torbert Esq. President James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the Fifth day of October in the year of our Lord one thousand eight hundred and Forty seven. Be it remembered that heretofore to wit on the 20th day of June 1847. Catherine A. Hickey by Allison Hurray her attorney filed in the Office of the Clerk of the Court aforesaid a certain Petition in the words and figures following to wit To the Court of Common Pleas within and for the County of Union and State of Ohio, your Petitioner Catharine A. Hickey of the City of Lexington and State of Kentucky represents that she has a legal right to and is seized in fee simple of one undivided two thirds part of the following real estate. Situate in the County of Union and State of Ohio and described as follows to wit. all that part of survey numbered three thousand three hundred and fifty four (N: 3354) west of the town of Mansfield and lying between the State road leading from Mansfield to Milford and the State road leading from Mansfield to Middleburg and Bellefontaine with the exceptions of sixty three and three fourths acres heretofore conveyed to Adam Walford - eighteen and three fourths acres heretofore conveyed to Stephen F. Winney - fourteen acres contracted to be conveyed to John Cassil - six and three fourths acres contracted to be conveyed to Henry Shedd - seven acres and a twenty two and one half poles contracted to be conveyed to James Smith - and three acres and one hundred and forty five poles contracted to be conveyed to Stephen F. Winney - all lying in the east part of the above described tract of land for a further description of the above excepted lots or parcels of land reference is made to the records of Union County and to the Contracts of Sale given to said purchasers, your Petitioner further represents that she has also a legal right to and is seized in fee simple of one undivided two thirds part of the following real estate. Situate in the County and State last aforesaid, being part of survey N: 3354. Viscount and described as follows beginning at two fingers and Iron worn in the east line of said survey thence N. 72. to 260 poles to two ashes and thence thence

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S. 82, N. 336 poles to a stake thence N. 10.° 45. W. 290 poles to two hickories and
 elm thence N. 84.° 20. E. 331 poles to the beginning containing five hundred
 and fifty six acres more or less, your petitioner further represents
 that Andrew J. Barry, and Lucy C. Barry of the State of Kentucky
 as devisees of Armistead M. Barry dead are tenants in common with
 your petitioner in said premises, the said Andrew J. Barry and
 the said Lucy C. Barry, who is a minor (both of whom your Petitioner
 makes defendants, hereto) each owning one sixth part thereof
 your petitioner further represents that one Samuel R. Bullock
 of the City of Lexington Kentucky as executor of the said Armistead
 M. Barry deceased has full power as a trustee to dispose of the inter-
 ests of the said Andrew J. & Lucy C. in said premises your petitioner
 therefore make the said Samuel R. Bullock (executor as aforesaid)
 a defendant hereto and prays a guardian ad litem may be appo-
 inted for the said Lucy C. Barry who is a minor, that partition
 of said lands may be made or if the same cannot be done without
 manifest injury, that then such other proceedings may be had
 in the premises as are authorized by Law, By Allison T. Cary her atty,
 and afterwards to wit. on the 4th day of August 1847. This day came the Petitioner
 by her atty and filed herein Notice and proof of Publication of the penden-
 cy of this Petition in the words and figures following to wit, Notice
 Andrew J. Barry, Lucy C. Barry and Samuel R. Bullock, executor of
 Armistead M. Barry deceased, will take notice that a petition was filed
 against them on the 22nd day of June A.D. 1847, in the Court of Common Pleas
 of Union County, Ohio, by Catharine A. Hickey, and is now pending where-
 in the said Catharine A. Hickey demands partition of the following
 described real estate situate in said Union County to wit: All that
 part of Survey N. 3354, situate west of the town of Marysville, and lying
 between the State road, leading from said town to Milford, and the State road
 leading from said town of Marysville to Middleburg and Bellefontaine
 excepting the following lots heretofore conveyed or contracted to be conveyed
 away to wit. to Adam Wolford 53 3/4 acres to Stephen F. Winney 18 3/4 acres
 to John Cassie 14 acres to Henry Shreve 6 3/4 acres to James Smith 7-72 1/2 acres
 and to Stephen F. Winney 2-145-160 acres, also the following real estate situate
 in said County being part of Survey N. 3350, bounded and described as follows
 beginning at two Sycamores and an Elmwood in the east line of said survey
 thence S. 10.° E. 260 poles to two ashes and a hickory; thence S. 80.° W. 336 poles to
 a stake; thence N. 10.° 45. W. 290 poles to 2 hickories and an elm thence N. 84.
 20. E. 331 poles to the beginning containing 556. acres more or less, and that at
 the next term of said Court application will be made by the said
 Catharine A. Hickey for an order that partition may be made of said
 premises, among the aforesaid parties in interest, Catharine A. Hickey
 By Allison T. Cary her atty June 22nd 1847. State of Ohio Union County, St.
 Publisher of the Argus P.P. being duly sworn deposes and says that the notice
 in partition hereto attached of Catharine A. Hickey vs Andrew J. Barry was
 in Union Common Pleas was published in the Argus a paper printed

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is printed

And in general circulation in said County for six consecutive weeks
immediately previous to the 3^d day of August 1847, P. B. Cole, sworn to and subscri-
bed in open Court this 4th day of August 1847, John Cassie clerk, And after-
wards to wit. On the 4th day of August 1847, this day came the petitioner
and made proof of due publication of notice to the non-resident defendants to
thereupon an motion on Messrs Allison & Henry Counsel for Petitioner, it is ordered that
J. C. Doughty be appointed guardian ad litem to the infant defendants Lucy
C Barry. And thereupon the said J. C. Doughty appeared in open court
and accepted said appointment and afterwards to wit on the 4th day
of August 1847, the said Lucy C Barry by J. C. Doughty her guardian ad
litem filed herein her answer in the words and figures following to
wit. In Union County Court of Common Pleas in Chancery, the answer
of Lucy C Barry infant defendant to the petition for partition of Catharine
A Hickey by J. C. Doughty her guardian ad litem, And the said Lucy
C Barry by J. C. Doughty her guardian ad litem now comes and for
Answer to the said petition of the said Catharine A Hickey, says that
he knows of no reason why partition should not be made as prayed for
in said petition and prays to be dismissed without further answer
Lucy C Barry by J. C. Doughty her guardian ad litem, and afterwards
to wit on the 4th day of August 1847 this cause came on to be heard upon the petition
Answer of guardian ad litem &c And was argued by Counsel on consideration
whereof it is ordered that by the Oaths of William B Brown Esq. and
James Turner partition be made of said lands in the following proportions
to wit. to the petitioner Catharine A Hickey one equal two thirds part to
Andrew C Barry one equal one sixth part and to the said Lucy C
Barry one equal one sixth part. and it is further ordered that a writ of parti-
tion issue to the Sheriff of Union County commanding him to cause said
partition to be made accordingly and report his proceedings herein forth
with, And afterwards to wit on the 5th day of August 1847 the following writ of parti-
tion was issued in the words and figures following to wit. The State of Ohio
Union County ss. to the Sheriff of said County Greeting; We command you
that without delay by the Oaths of W. B. Brown Esq. and James
Turner you cause partition to be made of the following lands to wit.
all that part of survey number three thousand three hundred and fifty
four (3354) west of the Town of Mansville and lying between the State road
leading from Mansville to Milford, and the State road leading from
Mansville to Middleburg and Bellefontaine with exceptions of sixty
three and three fourth acres heretofore conveyed to Adam Wolford
Eighteen and three fourth acres heretofore conveyed to Stephen F. Min-
ney, fourteen acres contracted to be conveyed to John Cassie - six
and three fourth acres contracted to be conveyed to Henry Shouse
Seven acres and seventy two and one half poles contracted to be
conveyed to James Smith and three acres and one hundred forty five
poles contracted to be conveyed to Stephen F. Minney all lying in the
last part of the above described tract of lands, also one other
tract of land situate in said County of Union Ohio, being part of survey

S.

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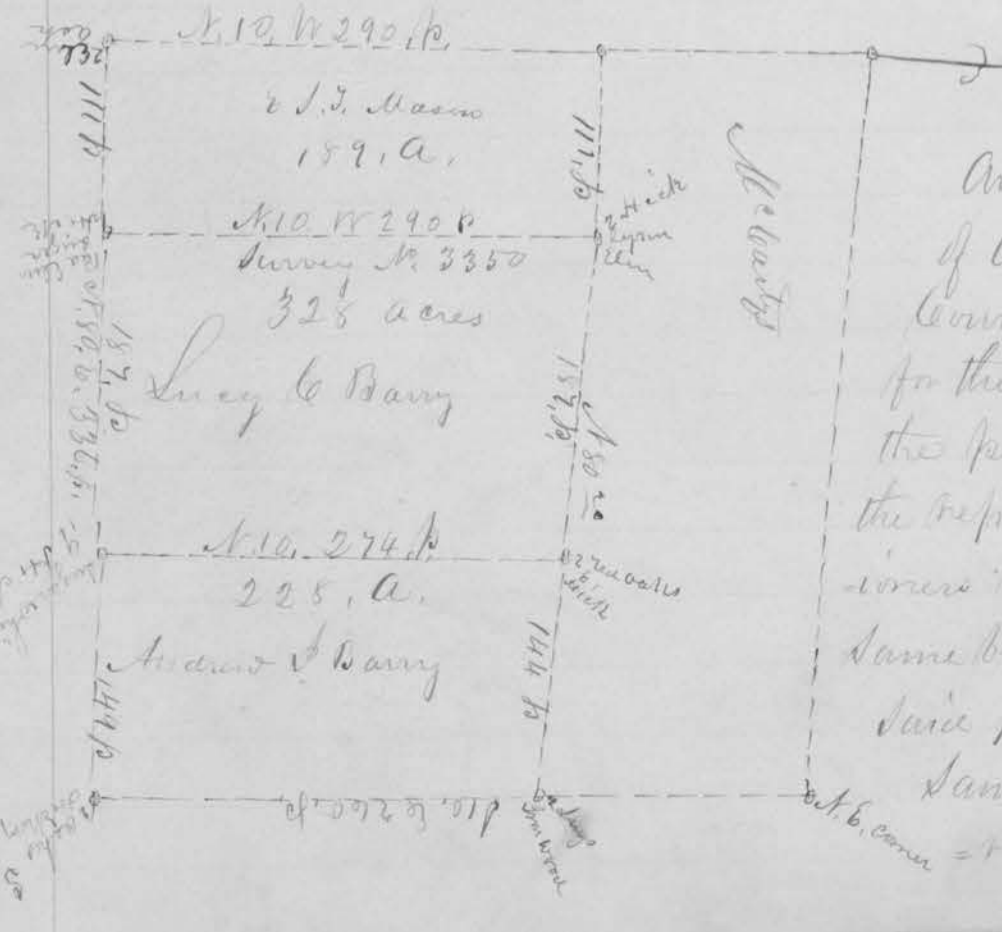
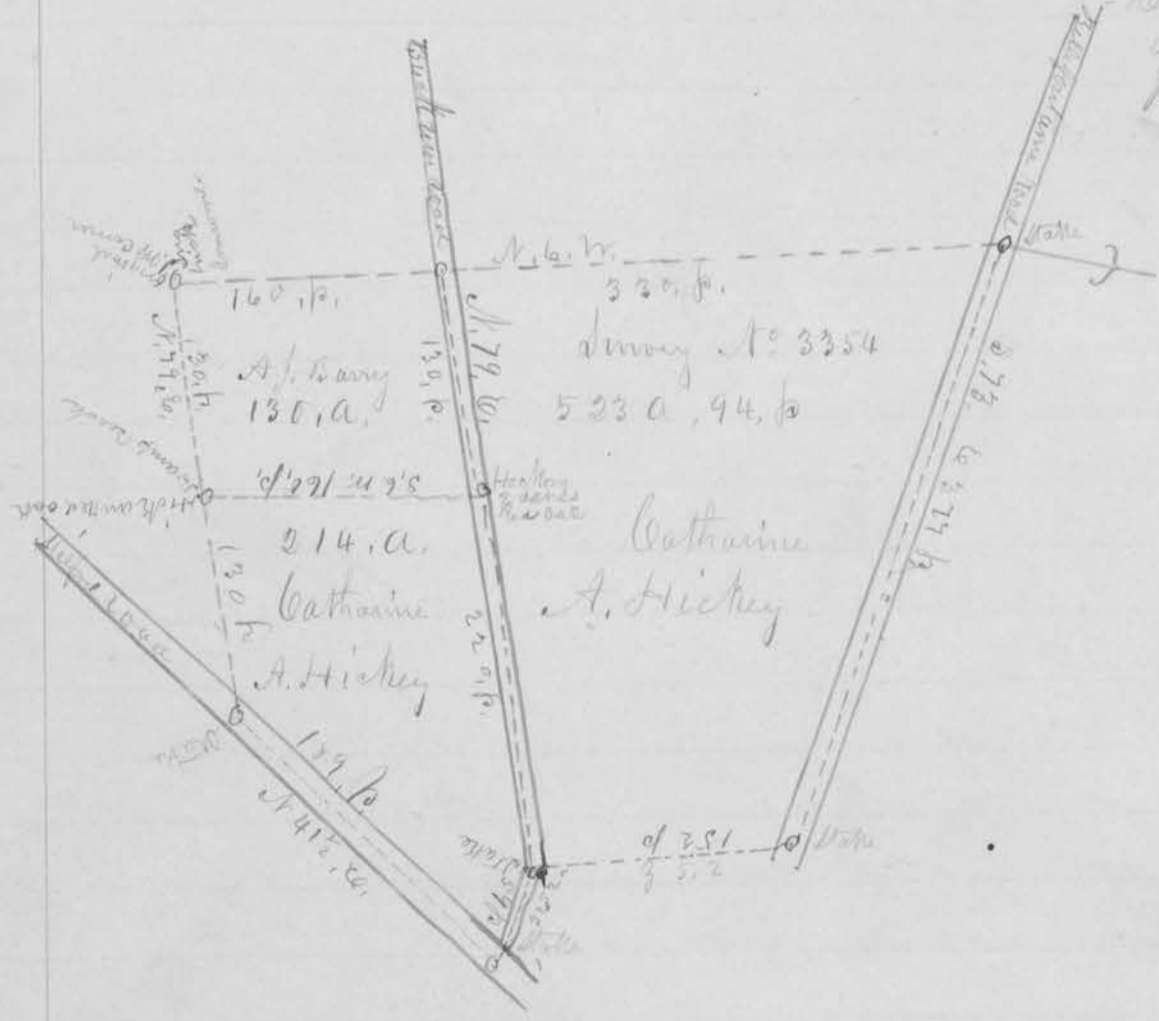
No 3350. Bounded and describe as follows beginning at two sugar and iron wood in the east line of said survey, thence S. 12. 0000 poles to two ashes and hickory, thence S 84. N 336. poles to a stake thence N 10. 45. N 290 poles to two hickories and elm thence N 84. 20. 0 331 poles to the beginning containing five hundred and fifty six acres more or less among the following persons and in the following proportions to wit. To Catharine A Hickey, one equal two thirds part to Andrew J Barry one one sixth part and the said Lucy C Barry one equal one sixth part and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the County of Union, together with this writ, witness John Cassie Clerk of said Court at the Court house this fifth day of August 1847. John Cassie Clerk, and afterwards writ on the 8th day of August 1847. Ordered that the Sheriff of Union County have the further time until the next term of this Court to report his proceedings under a writ of partition heretofore awarded in this case which is continued, and afterwards writ on the 5th day of October 1847. the Sheriff returned said writ endorsed as follows to wit. Performed this writ by the Oaths of the within named William B Irwin Keyserian Lee and James Sumner September 15. 1847. Philip S. Snider Sheriff, said Commissioners report reads in the words and figures following to wit.

+ Catharine A Hickey vs A. J. Barry & Lucy C Barry, In Partition, in obedience to the command of a writ of partition in which the undersigned were appointed Commissioners to make partition of surveys No 3350. and 3354. we respectfully report that after careful examination of the 20 lands and survey of the same we have set off and assigned to the parties by acres and bounds as follows, that is to Andrew J Barry two hundred and twenty eight acres (228) on survey No 3350. beginning at 2 sugar & an iron wood in the original east line of the survey south east corner to Mathies lot then with S 0 east line south 10. east 260 poles to 2 ashes & a hickory original south east corner of the survey then with the south line of the survey south 80. west 149. poles to a large white ash witness 9 hickory south east corner to a lot set off to Lucy C Barry, then north 10. west with the line of S. lot 274 poles to 2 red oaks & a hickory in the corner line then with his line north 80. east 100 poles to the beginning and also to the said Andrew J Barry one hundred and thirty acres (130) in survey No 3354. bounded as follows beginning at a sugar tree hickory & iron wood the original north east corner witness a larch maple D. O. C. from there running with the west line of the survey connecting the course north 6. west 160 poles to a stake in the center of the Duchon road then with S 0 east north 79. 0 130 poles to a stake witness 2 black ash a hickory & a red oak then south 10. east 160 poles to a swamp beech witness a white oak hickory & red oak in the south line of the survey then with S 0 line south 79. west 130 poles to the beginning making in both lots 358 acres also to Lucy C Barry three hundred and seventy eight acres in survey No 3350. bounded as follows beginning at 2 hickories & a sugar tree corner to Mathies lot in Mathies line then with his line north 80. east 187. poles to 2 red oaks and a hickory N.W. corner to lot set off to A. J. Barry then south 10 east with the line of S. lot 274 poles to a large white ash witness 9 hickories in the south line of the survey then with S 0 line south 80. west 187 poles to a hickory sugar tree & red elm south east corner to Mathies lot then with S 0 line north 10

John Barry
Lucy Barry
Andrew J Barry
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West 290 poles to the beginning. also to Mrs Catharine Hickey seven hundred and thirty seven acres bounded as follows beginning at a stone in center of the State road leading from Mansfield to Milford corner to Adams Wolfords land then with 10 road south 41 west 187 poles to the south line of the survey then with 20 line south 79 West 331 poles to a swampy brush surface a white ash hickory & red oak etc. corner to A Barry lot then with his line north 22 west 160 poles to a stake in the center of the buck run road witness 2 black ash a hickory & red oak then with 20 road south 79 west 130 poles to the west line of the survey then with 20 line N. 62° west 330 poles to the center of the Belafountain State road then with 20 road south 73 east 372 poles to a stake then with 20 line of Cassils & Wolfords land south 4 east 152 poles to a stake in the buck run road corner of Wolfords corner then with 20 road south 52 east 57 poles to the beginning we assign all with in the foregoing lines to the Mrs Catharine A. Hickey as her equal 2/3 of both surveys except six acres three fourths acres contracted to be conveyed to Henry Shedd seven acres seventy two poles contracted to be conveyed to James Smith one acre three acres & one hundred and forty five poles contracted to be conveyed to Stephen F. Winney. for each share as their equal portions a ffirmance is made to the plats hereinto returned Catharine A. Hickey's share contains the amount set to her after making the five named exceptions all of which is respectfully submitted Sept 15th 1847. William B. Smith Surveyor
 James Lee Commissioner
 James Turner



And afterwards to wit on the 5th day of October 1847. an motion to the Court by Mrs Allison Barry Counsel for the petitioner and upon producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners having before appointed and the same being examined It is ordered that said proceedings and report be and the same are hereby approved and confirmed and that the said parties

held in severally the Shares set off and assigned to each respectively by the said
 Commissioners, and it is further ordered that the Costs and expenses of this suit
 amount to $\text{\$} \quad \text{Dollars} \quad \text{cents}$ including an attorney
 fee of fifty dollars to Allison Murray be paid within thirty days by the parties
 in the following proportions to wit by the said Catharine A. Hickey two thirds
 by the said Andrew V. Barry one sixth thereof and by the said Lucy C. Barry
 one sixth thereof and in default thereof that execution issue therefor,

Attest John Cassel Clerk,

✓
 Serry J. Hager et. al.
 vs
 Ann Wile et. al.

Pleas before his Honor James L. Torbert Esq. President James R. Smith Christian
 Myers and Levi Phelps his Associates Judges at a Court of Common
 Pleas begun and held at the Court House in the town of Mansfield within
 and for the County of Union and State of Ohio on the Fifth day of
 October in the year of our Lord one thousand eight hundred and
 forty seven. Be it remembered that heretofore to wit on the 8th day of May
 1847. The said Serry J. Hager et. al. by Allison Murray their atty. filed in the
 office of the Clerk of the Court aforesaid a certain petition in Chancery in
 the words and figures following to wit To the Court of Common Pleas within
 and for the County of Union and State of Ohio, Your petitioner Serry J. Hager
 Achsah Ann Hager wife of said Serry J. Hager (formerly Achsah Ann Beard)
 Josiah Beard, and Robert Wile guardian of Cyrus Beard, and Samuel Beard
 minor children of Josiah Beard deceased, all of Union County Ohio represent
 that they have a right and are seized in fee simple of the following described real
 estate in the following proportions: the said Serry J. and Achsah Ann Hager the
 one fourth part thereof; the said Josiah Beard the one fourth part thereof;
 the said Cyrus Beard ward of said Robert Wile the one fourth part thereof; and
 the said Samuel Beard ward of said Robert Wile the one fourth part thereof;
 said real estate is described as follows, situate in Union County Ohio on the
 waters of Darby's Creek being part of Virginia military survey N. 3686. in the name of
 Lucas Sullivan, beginning at two ash and a hickory (all down) north east corner to
 Lucas Sullivan's survey N. 3686, thence with the back line of said survey, S. 38. 6. 15 1/2
 poles to a sugar tree and dogwood a corner to land sold by Lucas Sullivan
 to Francis Hager; thence with sagus line S. 52. N. 318. poles to a stake on the bank
 of Darby's Creek thence up the creek N. 87. N. 28 poles to a small white Oak; thence
 N. 38. N. 12 poles to an elm; thence N. 42. E. 48 poles to a buckeye horn beam and
 red oak (all down); thence N. 38. N. 114 poles to a sugar tree ironwood and hickory in
 the upper line of the original survey N. 3686. thence with said line N. 52. E. 280 poles
 to the beginning. Containing two hundred and seventy two acres more or less—
 and your petitioner further represents that Ann Wile (formerly Ann Beard
 widow of Josiah Beard deceased) but now inter married with Robert Wile
 is entitled to dower in the same premises, in which dower right said
 Robert Wile husband of said is entitled by inter marriage with her, your
 petitioner therefore makes said Ann Wile and her said husband Robert

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Kile defendants to this petition. And pray that partition may be made of said
lands and the said dower of the said Ann assigned therein by Allison
Curry their Attorneys; And thereupon the following Subpoena was issued out
of the Clerks office aforesaid to wit: The State of Ohio Union County ss. To the Sheriff
of the County of Union Greeting; We Command you that you Summon Ann Kile
& Robert Kile, to appear before the Judges of our Court of Common Pleas at the Court
House forth with to answer a Petition in Chancery exhibited against them by
Serry F. Hager & others and this they shall in no wise omit under the penalty of
one thousand dollars; and have them and there this writ. Witness John Cassie
Clerk of our said Court at the Court House this 8th day of May AD 1847. John
Cassie Clerk of Com. Pleas, and afterwards to wit on the 8th day of May 1847, the following
power of Atty was filed herein in the words and figures following to wit: We Robert
Kile and Ann Kile wife of said Robert Kile (formerly Ann Beard) do hereby auth-
orize Jackson LeDoughty, as an attorney to waive service and process thereof,
and enter an appearance as defendants in a case in the Court of Common Pleas of
Union County Ohio, in which the Heirs of Josiah Beard deceased ask partition
of the Real Estate left by said Josiah Beard at his death, given under our hands
and seals this 8th day of May AD 1847. Robert Kile ~~and~~ Ann Kile ~~wife~~ And after-
wards to wit on the 8th day of May 1847, said writ of subpoena was returned endorsed
as follows to wit: I a Knowledge Service hereof and enter the appearance of the
said Ann Kile and Robert Kile. J. LeDoughty, And afterwards to wit on the
5th day of August 1847, this Cause came on to be heard upon the petition &c. and
was argued by Counsel on Consideration whereof it is ordered that by the Oaths
of Daniel Kent John McCampbell and William M Robinson are full and
equal third part of the lands in the said petition described and set off to the
said Ann Kile and her husband Robert Kile as the dower estate of the said Ann
Kile, and that by the like Oaths of the same Daniel Kent John McCampbell and
William M Robinson partition be made of the said lands subject to said
dower estate in the following proportions to wit: to the said Serry F Hager and
Abraham Ann Hager the one equal fourth part, to the said Josiah Beard
the one equal fourth part, to the said Lyons Beard the one equal fourth
part, and to the said Samuel Beard the one equal fourth part, and it
is further ordered that a writ of partition issue to the Sheriff of Union
County Commanding him to cause said dower to be assigned and
said partition to be made accordingly, and report his proceedings
herein forth with, and afterwards to wit on the 5th day of August 1847, the
following writ of partition was issued in the words and figures following to wit
The State of Ohio Union County ss. To the Sheriff of said County Greeting, We Com-
mand you that without delay by the Oaths of Daniel Kent John McCampbell
and William M Robinson you cause partition to be made of the following
lands to wit: Situate in the County of Union and State of Ohio, on the waters
of Darbys Creek being part of Virginia Military Survey N. 3686, in the name of
Lucas Sullivan, beginning at two Ashes and a Hickory (all down) north
east corner to Lucas Sullivan survey N. 3686, thence with the back line of said
Survey S. 38. E. 15 1/2 poles, to a Sugar tree and a dog wood a corner to Lance Solo
by Lucas Sullivan to Horwich Luger thence with Sague line S 52° W 318 poles

to a stake on the bank of Darby Creek thence up the creek N. 87. W. 28 poles to a small white oak thence N. 38. W. 12 poles to an elm thence N. 92. E. 48 poles to a hickory, honycom and beech (all down) thence N. 35. W. 114 poles to a sugar tree, Ironwood and hickory in the upper line of the original survey N. 36. 16. thence with said line N. 52. E. 286 poles to the beginning containing two hundred and seventy two acres more or less - to the following persons and in the following proportions to wit, to the said Ann Kile her husband Robert Kile one equal third part and that by the like parts of Daniel Kent John M Campbell and William M Robinson partition be made of the said lands subject to said dower estate in the following proportions to wit, to the said Leroy F Hager and Achsah Ann Hager the one equal fourth part to the said Josiah Beard the one equal fourth part to the said Cyrus Beard the one equal fourth part to the said Samuel Beard the one equal fourth part, and that your proceeding in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union, together with this writ forthwith, witnesses John Cassil Clerk of said Court at the Court House this 5th day of August A.D. 1847. John Cassil Clerk, and afterwards to wit on the 6th day of August 1847. Ordered that the Sheriff of Union County have the further time until the next term of this Court to report his proceedings under the writ of partition heretofore ordered in this case, which is continued, and afterwards to wit on the 5th day of October 1847. the Sheriff returned said writ and answer as follows to wit. I executed this writ by the oaths of the names Daniel Kent John M Campbell and William M Robinson September 17. 1847. Philip Snider Sheriff's said Commissioners report was filed October 5 1847. and reads in the words and figures following to wit, We the undersigned having been appointed by the Court of Common Pleas of Union County Ohio. as commissioners to partition the real estate of Josiah Beard late of said County dec'd. After having been duly sworn and upon actual view of said premises do make the following report to wit, Lot N. 1. Commencing on the N. W. side of said real estate we do set off to Josiah Beard Lot N. 2. to Cyrus Beard Lot N. 3. to Samuel Beard and Lot N. 4. to Leroy F Hager Achsah Ann wife of said Leroy F Hager we also set off one equal third part of said real estate to Ann Kile and Robert Kile her husband as the dower estate of the said Ann Kile equally including each of said lots, also set off a passway one rod wide on the south side of Lot N. 4. commencing at the southern corner of said survey and continuing on said line so far as said dower continues on said line reference is had for an accurate description and plat of said lots, and answer, to the Surveyors report which is hereto annexed all of which is hereby respectfully submitted given under our hands this 17th day of September A.D. 1847.

S. d.

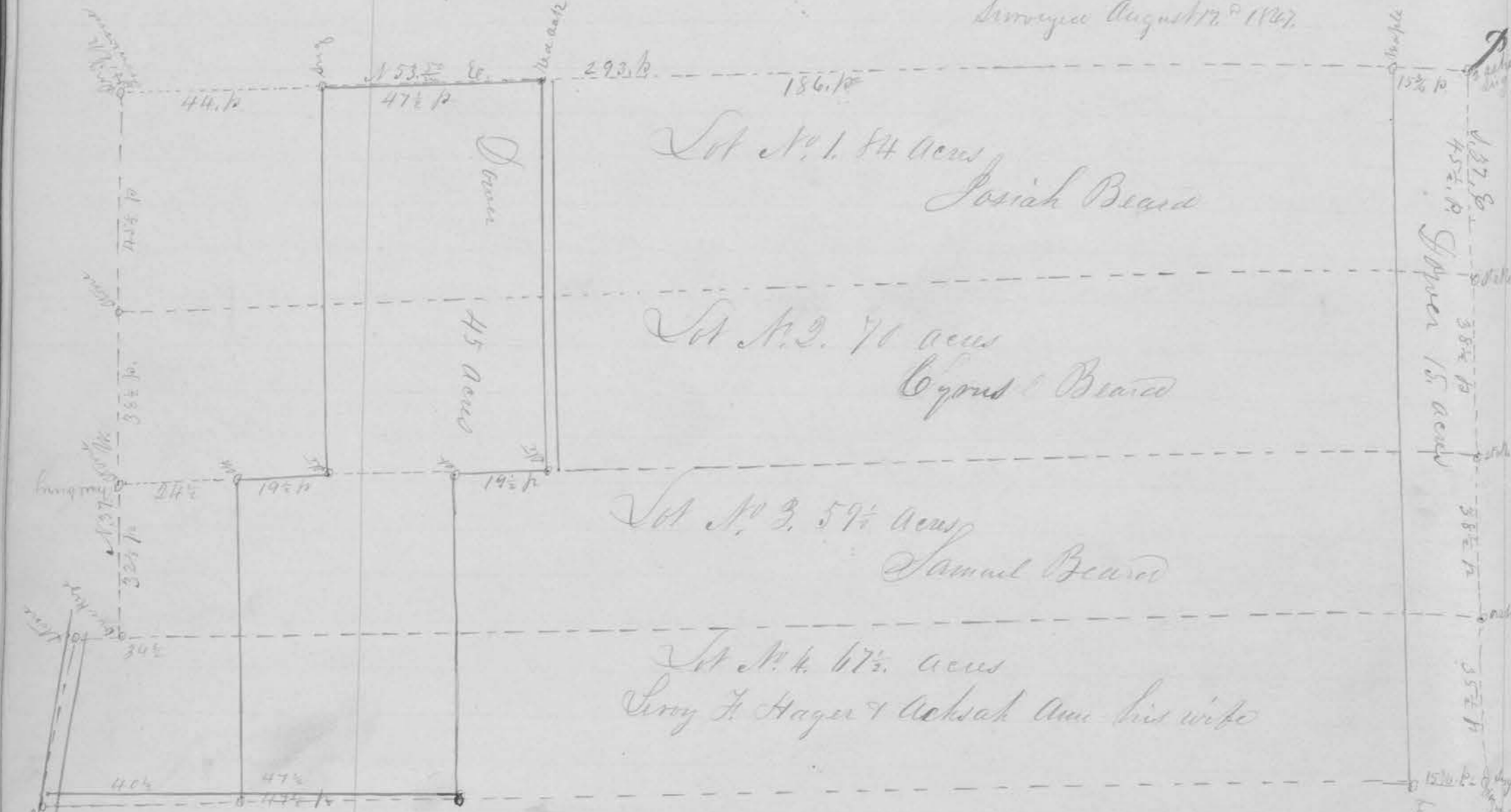
W. M. Robinson }
 Daniel Kent } Commissioners
 John M Campbell }
 We also set off a passway one rod wide }
 on the N. E. line of the farm from the road }
 to the N. W. line of Lot N. 3. W. M. Robinson Daniel Kent John M Campbell
 Commissioners. Said Surveyors report reads in the words and figures following to wit, State of Ohio Union County ss. Under an order of partition from

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the Court of Common Pleas at the August term 1847. I proceeded under the direction of William M Robinson John M Campbell & Daniel Kent commissioners in order to survey the tract of land therein named it being part of survey N. 3686 and divided the same among the heirs of Josiah Beard named in said order as follows. To Josiah Beard as his equal fourth of 70 premises Lot N. 1. in said division beginning at the westerly corner of said survey from there running with the original N. W. line connecting the course N 53. 5/8 E last 333 poles to a stake & a sugar tree the northerly corner then with the N. E. line of the survey south 37. 1/2 last 45 1/2 poles to a stone witness a sugar tree bearing N 38. east 7 links then south 53. 5/8 west 293 poles and planted a stake in the N. W. line of the survey then with S. D. line N. 37. W. 45 1/2 poles to the beginning containing eighty four acres. To Lyons Beard as his equal fourth of said land Lot N. 2. beginning at a stone southerly corner Lot N. 1. then with the original line S 37. E. 38 1/2 poles planted a stone witness a mulberry bearing N 41. W. 28 links then N. 53. 5/8 E 293 poles to a stake in the N. E. line witness a buck 2 sugar then with S. D. line N. 37. W. 32 1/2 poles to the easterly corner of Lot N. 1. then with the line of said Lot S. 53. 5/8 W. 293 poles containing seventy acres. To Samuel Beard as his equal fourth of said land Lot N. 3. beginning at the southerly corner of Lot N. 2. then with the original line of the survey S. 37. E. 32 1/2 poles to a buckeye one of the original corners then N. 53. 5/8 E 293 poles to a stake & white ash in the N. E. line then with S. D. line N. 37. W. 32 1/2 poles to the corner of Lot N. 2. then with the line of S. D. Lot S. 53. 5/8 W. 293 poles to the beginning containing fifty nine and one half acres. To Leroy H. Hager & Achsah Ann his wife as their equal fourth of said land Lot N. 4. beginning at a buckeye southerly corner to Lot N. 3. then S. 53. 5/8 East 10 poles to a stake in the centre of the road then with S. D. road S. 26. E. 35 1/2 poles to a stake in the line of Jeremiah Sagers land then with his line N. 53. 5/8 E 309 poles to a big dog wood Sagers corner then N. 37. W. 35 1/2 poles to the corner of Lot N. 3. then with the line of S. D. Lot S. 53. 5/8 W. 293 poles to the beginning containing sixty seven and one half acres. To Ann Bile and Robert Bile her husband her dower in said land beginning at a sugar tree in the N. W. line 44 poles N. 53. 5/8 E from the west corner from there running N. 53. 5/8 E with S. D. line 47 1/2 poles to a stump 7 red oak then S. 37. E. 84 poles to the line of Lot N. 3. then with S. D. line S. 53. 5/8 W. 19 poles to a stake then S. 37. E. 67 1/2 poles to a maple in Sagers line then with S. D. line S. 53. 5/8 W. 47 1/2 poles to a stake then N. 37. W. 67 1/2 poles to the N. W. line of Lot N. 3. then with S. D. line N. 53. 5/8 E 19 poles to a stake then N. 37. W. 84 poles to the beginning containing forty five acres also for timber a lot on the N. E. end of the survey beginning at the original north corner then running with the N. E. line S. 37. E. 152 poles to a sugar tree & dogwood then S. 53. 5/8 W. 15 3/4 poles to a buck then N. 37. W. 152 poles to a maple in the N. W. line then with S. D. line N. 53. 5/8 E 15 3/4 poles to the beginning containing fifteen acres also a passway to be used in common one rod wide a long the S. E. line of the survey as far as the dower extends and one of the same width on the N. E. line of the dower from the road to the line of Lot N. 3. the lines of the dower and of the passway being marked with black lines all of which are represented in the plat of the survey here with returned August 17th 1847. William B. Brown City Surveyor A. C. C. said plat reads in the words and figures following to wit.

Survey N^o 3686 for the heirs of Josiah Beard.

Surveyed August 17th 1847.



And afterwards to wit on the 5th day of October 1847. An motion to the Court by Miss Allison Clary Counsel for the Petitioner and upon examining the proceedings of the Sheriff, and also the report and proceedings of the Commissioners heretofore appointed, and the same being examined. It is ordered that said report be and the same are hereby approved and confirmed and that the said parties hold in severalty the shares set off and assigned to each respectively by the said Commissioners, and it is further ordered that the costs and expenses of this suit taxed to _____ Dollars and including an attorney of twenty dollars to Allison Clary, be paid within thirty days by the parties in the following proportions to wit, by the said Robert Nile and Ann Nile one third thereof by the said Leroy Hager and Achsah Hager one sixth thereof, by the said Josiah Beard one sixth thereof, by the said Cyrus Beard one sixth thereof, by the said Samuel Beard one sixth thereof and in default thereof that execution issue therefor.

Attest. John Cassel Clerk,

James Galloway
as
Auditor of said

Plas before his Honor James L. Robert Esq. President James R. Smith Christian Myers and Levi Phelps his associates judges at a court of Common Pleas begun and held at the Court House in the Town of Mansville Northern and for the County of Union and State of Ohio. on the Fifth day of October in the Year of our Lord one thousand eight hundred and Forty seven.
Be it remembered that heretofore to wit on the 5th day of May 1847 James Galloway by A Galloway his attorney sued out of the Clerk of the Court

Aforesaid. The following writ of summons to wit. State of Ohio Union County ss To the Sheriff of said Countyreeting. We command you to Summon Andrew Hera 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 three hundred dollars. And have you then there this writ. Witness John Cassie, clerk of said Court, at the Court House aforesaid this 5th day of May A.D. 1847. John Cassie Clerk, upon which writ was the following endorsement to wit. this writ is writ on two promissory notes given by def^t to pl^t. Ninety dollars (\$90) each, date each, March 27. 1844. & payable to said pl^t or order. one on the 15th day of November 1845, with interest from date, & the other on the 15th day of November 1846, with interest from date - also for money lent, paid, had &c. & on account stated, amount now due & demanded \$217.50. - May 5th 1847. Albert Galloway Atty for pl^t. And afterwards to wit on the 7th day of May 1847 the Sheriff returned said writ enclosed as follows to wit. Served on the 7th day of May A.D. 1847. by leaving an attested copy of this writ at the residence of the Defendant. Philip Snider Sheriff, and afterwards to wit. on the 1st day of June 1847. the Plaintiff by A Galloway his Atty. filed for the clerks Office aforesaid the following Declaration to wit. State of Ohio Union County Court of Com. Pleas of the term of May 1847. Union County ss. James Galloway complains of Andrew Hera in a plea of Assumpsit for that whereas the said defendant, on the 27th day of March 1844. at the County aforesaid made his two promissory notes in writing & delivered the same to the said plaintiff, & there by promised to pay to the said plaintiff or order ninety dollars on the 15th day of November 1845, and ninety dollars on the 15th day of November 1846. with interest from date on each respectively which respective periods have both elapsed & the said defendant then & there in consideration of the premises promised to pay the amount of the said notes to the said plaintiff according to the tenor & effect thereof, and also for that whereas the said Andrew Hera on the 27th day of April 1844. at the County aforesaid was indebted to the said James Galloway in two hundred & fifty dollars for money then & there lent by the plaintiff to the defendant at his request, and in two hundred & fifty dollars for money then & there paid by the plaintiff for the use of the defendant & at his request. And in two hundred and fifty dollars for money then & there received by the defendant for the use of the plaintiff, and in two hundred & fifty 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 day aforesaid at the County aforesaid in consideration of the premises then & there promised to pay the said several sums of money to the plaintiff, on request yet hath disregarded his promises, & hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff three hundred dollars & therefore he sues. By his Attorney, Albert Galloway, and afterwards to wit on the 6th day of August 1847. this cause was continued. And afterwards to wit on the 5th day of October 1847. this day came the said James Galloway by his Attorney, and the said Andrew Hera though solemnly called came not but made default, where upon it is considered that the said James Galloway ought to recover his damages by reason of the premises, and neither of the parties requiring a jury

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and the Court being fully advised in the premises, do assess the damages of the said James Galloway to two hundred and eighteen dollars and four cents, therefore it is considered that the said James Galloway, recover of the said Andrew Hurd the said sum of two hundred and eighteen dollars and four cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at \$.

Attest John Cassil Clerk,

John Graham
vs
David Field

Pleas before his Honor James L. Torbert Esq President James R Smith Christiana Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the Town of Maysville within and for the County of Marion and State of Ohio, on the Fifth day of October in the year of our Lord one thousand eight hundred and Forty Seven, Be it remembered that herebefore to wit, on the 4th day of August 1847, the said John Graham by Allison Henry his Atty. filed in the Clerk's Office of the Court aforesaid, the following transcript to wit,

John Graham	Suit brought by plaintiff against Defendant on
vs	a Note executed May 8 th 1838 for Twelve Dollars
David Field	Seventy five cents payable one day after date August
Debt \$ 12.75	5 th 1845. Summons issued and handed to C. Fisher
Interest up to	Constable for appearance on the 9 th instant at 2 o'clock
Judgment 5.49	P.M. of said day August 5 th 1845, Constable returned
D.D. Fees	the writ indorsed served by reading the same to
issuing Summons .12 1/2	Defendant personally this 5 th day of August 1845
returning Indg .25	Const costs mileage 15. service 10-25. C. Fisher Const.
2 executions .50	August 9 th 1845, the defendant appeared and
Satisfaction .10	acknowledge the claim to be just therefore Indgm.
This Transcript .31	-ent. is hereby rendered against the Defendant
least least 1.28	David Field & in favour of the Plaintiff John
Summons .25	Graham for the sum of eighteen dollars twenty
2 executions .70	four cents principle & interest and costs of suit
	taxed at .25 J. B. W. Haynes J. C. August 26 th 1845

execution issued & handed to Levech Fisher Constable, Sept 25th 1845, the Constable returned the execution indorsed Defendant sick & Constable did not know Defendants property, C. Fisher Const mileage 15 service 20. August 27th 1846, execution issued and handed to C. Fisher Const Sept 10th 1846, the Constable returned the execution indorsed no property found whereon to Levy, but the defendant is possessed of real estate subject subject to his debts C. Fisher Const. Constables costs mile 15. service 20-35. March 12th 1847, paid by the Defendant to Justice on the within Judgment four Dollars, the Justice retains out of the same two dollars twenty three cents for his costs & the Constables. I do hereby certify the foregoing to be a true copy of the proceedings had before me given under my hand this 2^d day of August A.D. 1847. James B. W. Haynes, J. C.

S. J.

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And thereupon the following writ of Scire Facias was issued out of the
Clerks office aforesaid to wit, The State of Ohio, Union County ss. To the Sheriff
of said County Greeting: Whereas John Graham on the ninth day of August
A.D. 1845, recovered a judgment before J.B.W. Haynes one of the Justices of the Peace
within and for the said County of Union, for the sum of eighteen dollars and
twenty four cents principal and interest, then due on a note of hand
and costs of suit taxed at \$2.25, against David Fields upon which
said judgment an execution was issued by the said J.B.W. Haynes and
returned no property found whereon to levy but the defendant is possessor
of real estate subject to his debts, as it appears by a transcript of the said judg-
ment 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
David Fields to appear before our said Court of Common Pleas forthwith 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 consider of him in this behalf; and have you then
there this writ, Witness John Cassie Clerk of our said Court, this 4th day of
August A.D. 1847. John Cassie Clerk, and afterwards to wit on the 4th day
of August 1847, the Sheriff returned said writ endorsed as follows to wit
The within named David Fields not found Aug 4, 1847 Philip Sinden Sheriff
and afterwards to wit on the 30th day of September 1847, the following writ of Scire
Facias was issued out of the clerks office aforesaid to wit, The State of Ohio,
Union County ss. To the Sheriff of said County Greeting; Whereas John Graham
on the ninth day of August A.D. 1845, recovered a judgment before J.B.W. Haynes
one of the Justices of the Peace within and for the said County of Union for the
sum of eighteen dollars and twenty four cents principal, and interest, then
due on a note of hand, and costs of suit taxed at \$2.25, against David
Fields, upon which said judgment an execution was issued by the said
J.B.W. Haynes, and returned no property found whereon to levy, but the Defen-
dant is possessor of Real estate subject to his debts, as it appears by a
transcript of said judgment and proceedings filed in our Court of
Common Pleas within and for the said County of Union, we therefore com-
mand you as we have heretofore commanded, you, that you make
known to the said David Fields, to appear before our said Court of Com-
mon Pleas on the first day of the 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 consider of him in this behalf; and have you then
there this writ, Witness John Cassie Clerk of our said Court at the Court
House this 30th day of September A.D. 1847. John Cassie Clerk, and afterwards
to wit on the 5th day of October 1847, the Sheriff returned said writ endorsed as
follows to wit, the within named David Fields not found, Philip Sinden Sheriff,
this day came the said John Graham and the said David Fields being
solemnly called came not but made default, therefore no cause being shown
why execution should not issue from this Court, it is considered that the
said John Graham have his execution against the goods and chattels

Lands and Tenements of the said David Fields for the debt and damages still remaining due and unpaid upon the said judgment below, to wit, twelve Dollars and seventy five cents, debt, and six dollars and eight cents Damages, and also for Dollars and cents his Costs in this behalf expended,

Attest, John Cassil Clark,

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Peter Igon
vs
Norman Whipman

Whe before his Honor James S. Dubut Esq. President James R. Smith Clerk of the Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Fifth day of October in the year of our Lord one thousand eight hundred and forty seven, Be it remembered that heretofore to wit on the 16th day of April 1844 the said Peter Igon by Counsel his Atty filed in the Office of the Clerk of the Court aforesaid a certain bill in Chancery in the words and figures following to wit, To the Honorable the Judges of the Court of Common Pleas within & for the County of Union when in Chancery sitting humbly complaining sheweth unto your Honors your Orator Peter Igon that one Norman Whipman whom your Orator prays may be made defendant to this bill being or pretending to be seized in fee simple of certain tracts or parcels of Land situate in said County of Union and described as follows to wit, Lot number thirty nine in the Town of Marysville together with the improvements thereon for a more particular description of said lot, reference was had to the plat of said town as recorded in the records Office of said County of Union also a part of lot number thirty eight in said Town of Marysville being all of said lot number thirty eight except twenty feet deep on the south side of said lot, which had been divided to times 1st and 2^d Harriot which appeared more fully & at large by reference to said deed and the said Norman Whipman being in want of thirteen hundred & forty dollars he did on or about the twenty fourth day of January A.D. 1842. apply to your Orator to lend him the said sum of thirteen hundred & forty dollars to be secured by mortgage upon said premises that your Orator did loan to the said Norman Whipman the said sum of thirteen hundred & forty dollars and thereupon the said Norman Whipman to secure the repayment of the same with interest by his deed duly executed & dated on or about said twenty fourth day of January A.D. 1842 conveyed the same land & premises to your Orator in fee simple but subject nevertheless to a condition of defeasance, on the payment of the said sum of thirteen hundred & forty dollars in manner following to wit, five hundred & twenty dollars to be paid on the first day of April A.D. 1843, five hundred & forty dollars to be paid on the first day of April A.D. 1844, & two hundred & eighty dollars to be paid on the first day of April A.D. 1845, as in & by said deed of mortgage reference being thereunto had will more fully appear, your Orator further represents that the sum of one thousand & sixty dollars of said sum of thirteen hundred & forty dollars has now fallen due with interest & has not yet been paid

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to your Orator or any part thereof whereby the legal estate in said premises vested
in your Orator redeemable nevertheless in equity an payment of said sum of One
Thousand & sixty dollars now due with interest, that sum of One thousand & sixty
dollars principal & a large amount of interest thereon being due he applied to the
said Norman Whipman & requested him to pay the same to your Orator which he has
hitherto wholly neglected & refused to do your petitioner therefore prays that a
Writ of Subpoena may issue against the said Norman Whipman that he
may be Compelled to answer all & singular the premises that an account may
be taken of what is due to your Orator for his principal & interest upon said mort-
-gage that said mortgaged premises may be sold & the proceeds thereof applied
to the satisfaction of said principal & interest & that your Orator may have such
other & further relief as equity may require, Corwins Solis for Compt, and
thereupon the following writ of Subpoena was issued out of the Clerk's office of
said Court, The State of Ohio Union County &c. to the Sheriff of the County of Union
Greeting, We command you that you summon Norman Whipman to appear before
the Judges of our Court of Common Pleas at the Court house forthwith to answer a
Bill in Chancery exhibited against him by Peter Egan and that he shall in
no wise omit, under the penalty of One thousand dollars and have then and
there this writ, Witness John Cassil, Clerk of our said Court, at the Court
house, this 16th day of April A.D. 1844. John Cassil Clerk of Com. Pleas and
afterwards to wit on the 17th day of April, 1844, the Sheriff returned said writ
enclosed as follows to wit, I acknowledge service April 17, 1844. N Whipman
served for William W. Steele Sheriff, and afterwards to wit on the 1st day of October
1844, this cause was continued, and afterwards to wit on the 28th day of May 1845
this cause came on to be heard on the Bill and exhibits on file and the
defendant having failed to plead answer or demur to the Complainant's Bill
the same is taken as confessed against him the Court also finds, that the equity
of the case is with the Complainant and that there is now due from the defen-
-dant to the Complainant, on the notes in the Bill and mortgage mentioned
the sum of Thirteen hundred and forty seven dollars and seventeen cents
\$1347.17. The Court therefore do Order adjudge and decree that the defend-
-ant pay to the Complainant the said sum of Thirteen hundred forty
Seven dollars and seventeen cents within twenty days from the rising
of this Court with interest from this date together with the Costs of this
Suit to be taxed &c. or that in default of such payment the defendant
be forever barred from all & all manner of equity redemption of in & to
the lands and tenements mentioned and described in said Bill and mort-
-gage and that an order of sale do issue directed to W. M. Robinson who is here
by appointed Special Commissioner for that purpose commanding him to
Cause said mortgaged premises described in the Complainant's Bill to be
sold at public vendue and that said master be governed in all things in
conducting said sale, by the provisions of the Statute of this State regulating
Judgments and executions and that said master report this proceedings under
this order to the next term of this Court to which time this Cause stands con-
-tinued, this decree to be credited with \$86.75, as paid to Complainant's Solicitor
And afterwards to wit on the 19th day of August 1845, this Cause was continued

And afterwards to wit on the 29th day of October 1845 Continued under former Order. And afterwards to wit on the 14th day of April 1846. Continued under former Order. And afterwards to wit on the 4th day of May 1846. Said Order was certified to the said Sheriff under the seal of said Court. And afterwards returned endorsed as follows to wit. May 8th AD 1846. in Obedience to the Command of this writ I had the within mortgaged Real estate appraised by the oath of Cyprian Lee Ambrose Meeker & Adam Wolford - at thirty two hundred dollars they being freeholders of Union County - Advertised the same in the Argus a newspaper published and in general circulation in Union County for sale at the door of the Court House in said County on the 20th day of June AD 1846. between the legal hours of 10 o'clock A.M. & 4 o'clock P.M. June 20th 1846. 2 o'clock P.M. I offered the above described real estate (having previously advertised for more than 30 days) for sale by public outcry at the door of the Court House aforesaid. and sold the same to Silas Egan for Twenty one hundred thirty three dollars & fifty cents he being the highest and best bidder - and that being the two thirds of the appraised value thereof. W^m M. Robinson Sheriff.

And afterwards to wit on the 29th day of July 1846. On motion of Joshua Baldwin and others by Swain and Andrews their solicitor and it appearing to the Court that said Joshua Baldwin and others are subsequent and prior incumbrances upon the premises in the bill described and are affected by the subject matter and proceedings of the Court herein It is ordered that the sale made herein and reported to the Court be and the same is set aside. and the order of sale herein made is also set aside and that the amount found due to the complainant from the Defendant stand as adjudged by the Court unless for good cause shown the same is impugned and it is further ordered that the complainant make all prior and subsequent incumbrances by judgment or mortgages recorded parties defendants to this bill within thirty days and that said Defendant answer within Forty days thereafter. - and it is further ordered that the Master Commissioner of this Court collect here for and receive the rents and profits of the premises in the bill described, which may hereafter accrue upon said premises and which remain unpaid and he is hereby authorized and directed to demise and lease said premises until and subject to the further order of the Court herein in case any lien or demise now existing shall expire. And report his proceedings in the premises to the Court and this Cause is Continued, and afterwards to wit on the 14th day of October 1846. The said Peter Egan by Collins his solicitor filed in the Office of the Clerk of the Court aforesaid his Amended bill. in the words and figures following to wit. To the honorable the Judges of the Court of Common Pleas for Union County. Your Orator Peter Egan sheweth unto your Honors that heretofore to wit on the 16th day of April AD 1844 your Orator filed his bill in Chancery in this honorable Court against one Norman Chipman for the foreclosure of a Mortgage executed by the said Norman Chipman to your Orator on an In Let. N^o 39. in the Town of Manville & also an In Let N^o 38 except

Twenty feet deep on the South side of said lot which said lots are more particularly described & set forth in his said bill in Chancery said mortgage was executed to secure the payment of the purchase money of said lots sold & conveyed to said Norman Chipman the amount of which is also set forth in said bill in Chancery & mortgage now on the files of this Court your Orator now states by way of amendment to his said original bill that he has since the filing of the same discovered that on the 13th day of June 1845, the said Norman Chipman executed a mortgage on the same lots or parcels of land to Lewis C. Wilson, Elisha Butter & William B. Baldwin partners under the name of Wilson Butter Baldwin to secure the payment of the sum of seven hundred & fifty dollars fifty cents and that on the 18th day of June 1844 the said Chipman executed another mortgage on said property to Samuel B. Stanton & Charles H. Wing late partners in trade under the firm of S. B. Stanton & Company to secure the payment of \$ 935.53 cts both of which said mortgages are recorded in this County - your Orator therefore prays that said Butter Wilson & Baldwin & the said S. B. Stanton & Company may be made defendants to his original and this his amended bill & compelled to answer the same & that said real estate may be sold & disposed of as by his original bill is already prayed for Corwin's sale for Compt. and afterwards to wit on the 15th day of October 1846. An motion to the Court by Corwin's solicitor for complainant J. M. Swan as the attorney for Wilson Butter & Baldwin & J. S. Bates as the attorney for S. B. Stanton & Company defendants named in the amended bill filed in this cause waived the issuing & service of process as to said last mentioned defendants & entered their appearance in this cause, the defendant Norman Chipman having failed to answer, the bill as to him as taken pro confesso. It is ordered by consent of Corwin's solicitor for the complainant & the said J. M. Swan & J. S. Bates attorney as aforesaid that James Sumner Master in Chancery for this Court proceed to cause the lands & tenements in the original & amended bill mentioned & described to be appraised advertised & sold at public auction as upon executions at Law & that the money arising from such sale be brought into Court at the next term to which time this cause is continued, said Order having been certified to the said Master under the seal of said Court was afterwards on the 18th day of March 1847. returned endorsed as follows to wit, Received this writ December 9. 1846. And by virtue of the Command thereof I proceeded to have the property described in the original bill appraised by the Oaths of John Johnson Jeremiah Carl & Samuel Ressler three respectable free holders of said County to wit, Sublot N^o 39. & Sublot N^o 38. except 20 feet deep on the south side of said lot N^o 38. Situate in the town of Marysville in said Union County, the above named appraisers returned to me under their hands that they appraise said premises at three thousand five hundred dollars a copy of which appraisement was duly filed in the clerk's office for the County aforesaid and having duly advertised the said premises for sale by publication in the Argus a newspaper in general circulation in said County of Union for thirty days previous to the day of sale & afterwards

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to wit on the 20th day of February 1847. in pursuance of said notice proceeded to offer said real estate described for sale at public auction at the door of the Court house in said County of Union and the same was not sold for want of bidders Febry 20th 1847. James Turner Master in Chancery M.C.C. and afterwards to wit on the 4th day of May 1847 the said Wm Stanton and Charles H Wing by Swan & Bates their Sols filed in the Office of the Clerk of the Court aforesaid their Answer to said bill in the words and figures following to wit: The Answer of Samuel W Stanton & Charles H Wing late partners trading in the name and style of Wm Stanton & Co to the bill of Complaint exhibited against them and others by Peter Igo. These Defendants for answer to said bill say that they are ignorant of all the matters and things in said bill contained except so much as relates to them - the said Chipman on the 15th day of June AD 1844. being indebted to these Defendants in the sum of \$ 925.53. executed to them a mortgage on said premises which mortgage was on the same day recorded - that said sum and interest there on from that day is due and unpaid if it is paid these Defendants having fully answered pray to be hence dismissed with there reasonable Costs - Swan & Bates Sols for Defts Stanton & Wing. and afterwards to wit on the 7th day of May 1847. leave for Defendants to Answer and Continuance. on the former Order, and afterwards to wit on the 7th day of May 1847. the said Wilson Butler & Baldwin by Swan & Andrews their Sols. filed in the Office of the Clerk of the Court aforesaid their Answer to said bill in the words and figures following to wit. The Answer of Lewis C. Wilson Elias Butler & William Baldwin to the Bill of Peter Igo against them and others pending in Union Court Pleas in Chancery. The said Wilson Butler & Baldwin. answer and say (deceiving and saying &c) that on the 15th June AD 1845. the said Norman Chipman and Sarah his wife made executed and acknowledged to them a mortgage on all of Inlet No 39 in the town of Mansville. and on all of Inlet No 38. except 25 feet deep on the south side formerly conveyed to Enos Ware & Hammett. also Inlet No 35. with the Appurtenances situate in said town of Mansville to secure the payment of seven hundred and fifteen ⁵/₁₀ dollars due and day after date and date June 13. 1845. which was a just and valid debt &c no part of said monies secured by said note and mortgage has been paid said mortgage was recorded the day it was made in the recorders office of said County according to law. the mortgage is herewith filed marked (a) the said monies are due respondents &c Wilson Butler & Baldwin. Swan & Andrews Sols for Defts. and afterwards to wit on the 25th day of June 1847. said Order of sale was issued to the said Master. and returned on the 3rd day of August 1847 endorsed as follows to wit. Received this writ June 25th 1847. proceeded to advertise the within mentioned real estate to be sold on the 3rd day of August 1847 between the hours of 10 o'clock A.M. & 4 o'clock P.M. at the door of the Court house in Mansville in said Union County and after giving thirty days notice by advertising the same in the Argus a news paper of general circulation in the County I proceeded to offer the same for sale on 3rd day of August 1847. between the legal hours at public outcry at the door of the Court house aforesaid & the same was not sold for want of bidders August 3rd 1847. James Turner Master in Chancery

Julius A Bell
 or
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And afterwards to wit on the 3rd day of August 1847. An motion to the Court by Mr
Corwin Counsel for Plaintiff it is ordered, that the former Appraisment made
herein be set aside, and that a new Appraisment be had at the Costs of
Defendant and Continued, And afterwards to wit on the 25th day of August
1847. Said Order of Sale's Appraisment was issued to the said Master. And set
-med on the 6th day of October 1847, endorsed as follows to wit Peter Lyon vs
Normas Whipman. The report of James Turner Master in Chancery, who was ordered
to make sale of the lands and tenements in the bill mentioned, by an interlocutory
decree, rendered at may term A.D. 1845, the said James Turner in pursuance
of said interlocutory decree proceeded on the 28th day of August 1847 by
the Oaths of Joshua Marshall Thomas Turner & David Burnham three disinter
-ested freeholders residents within the County of Union to cause the lands
& tenements in said bill mentioned to be Appraised and which were
Accordingly Appraised by said freeholders at the sum of three thou
-sand dollars as per copy of said Appraisment herewith filed and there
-upon the said James Turner have first given public notice of the time
and place of sale, by advertising the same for more than thirty days
in the Argus a newspaper printed in the said County of Union and in
general Circulation therein, did sell the said lands and tenements
at public Auction on the 5th day of October A.D. 1847, at half past
one o'clock P.M, to James C. Harriott for the sum of two thousand
dollars being the two thirds of the Appraised value thereof and he
being the highest and best Bidder, All of which is submitted, James
Turner Master Commissioner, And afterwards on the 6th day of October
1847. An motion to the Court by Moses W. Corwin Attorney for the plaintiff, and
upon producing to the Court a report made in this Cause by James Turner
Master Commissioner of this Court, bearing date the 5th day of October A.D. 1847
It is ordered that said report and all the matters and things therein con
-tained do stand satisfied and confirmed and it is further ordered that
the said Master Commissioner convey the said lands and tenements
mentioned and described in report, so sold as aforesaid to the purchaser
James C. Harriott, by deed in fee simple, and that a writ in the nature
habere facias possessionem be issued to put the said Harriott in in possession
of said premises, and afterwards on the 5th day of October 1847, this day came the complainant by Mr Corwin his Counsel and
appearing to the Court that James C. Harriott the assignee of the debtors as aforesaid in the case and conveying the buy on said premises hath paid
to the Court the amount of nine hundred and eighty six cents, it is ordered by the Court on motion of Mr Corwin that out of the purchase
money made by the Officer by the sale of the said premises under the order of sale herein there be paid to said Harriott or attorney
to him in the full adjustment of said purchase money three hundred and thirty six cents.

Julius A. Bell
vs
Levi Spencer

Pleas before his Honor James S. Robert Esq. President James R. Smith Christian
Myers and Levi Phelps his associates judges at a Court of Common Pleas
Vigam and held at the Court House in the town of Mayville within
and for the County of Union and State of Ohio. On the Fifth day of October
in the year of our Lord one thousand eight hundred and Forty seven,
Be it remembered that here to fore to wit on the 4th day of May 1847 the
said Levi Spencer by Crawford his atty filed in the office of the Clerk of the

Court aforesaid a certain transcript in the words and figures following to wit:
 Julius A Bell State of Ohio Union County ss. action of debt, writ
 brought an account as bill of particulars filed,
 Levi Spencer April 27th 1846, Levi Spencer vs unto Julius A Bell
 Debt \$ 7.00 in an account of demands (viz) to the rent of ten
 Justice fee Acres of ground at 75 cents per acre & 7.50 cents October
 summons 12th the 28th 1846, by application of the plaintiff summons
 subpoena 16 was issued returnable November the 7th 1846, at 2 o'clock
 judgment 25 P.M. of that day also by order of the plaintiff subpoena
 transcript 31 1/2 was issued for Robert P. Kirby & Isaac Zane returnable
 Const fees 25 November the 7th 1846, at 2 o'clock P.M. of that day, November
 witness fees \$1.00 the 7th 1846, summons was returned in due time endorsed
 served by Hading November the 2nd 1846, fees taxed at 50 cents to Welch Consts
 November the 7th 1846 subpoena was returned endorsed served by reading by Julius
 A. Bell, plaintiff, November the 7th 1846, the parties attended according to process
 and the trial was called and the witnesses was sworn and examined
 according to law whereupon judgment was rendered against the said
 defendant (Levi Spencer) for the sum of seven dollars and costs of suit.

Abijah Gandy J. In the action of Julius A. Bell, against Levi Spencer, &
 Isaac Zane do acknowledge myself bail for the appellant in the sum of fifty
 dollars to be levied of my goods and chattels lands & tenements in case the app-
 ellant shall be condemned in the action and shall fail to pay the cond-
 emnation money and costs that have accrued or may accrue in the
 Court of Common Pleas, Isaac Zane, signed & taken signed & acknowl-
 edged on this 16th day of November A.D. 1846, before me Abijah Gandy Justice of the Peace
 The State of Ohio Union County ss. Abijah Gandy a Justice of the Peace in
 and for the township of Leesburg in the County and State aforesaid, do hereby
 Certify that the above is a correct transcript of the proceeding and judgment
 sent in the cases before me - given under my hand and seal this 16th
 day of November A.D. 1846. Abijah Gandy J. And afterwards to wit on
 the 24th day of May 1847, the said Julius A. Bell by G. Doughty his atty filed in
 the office of the Clerk of the Court aforesaid his declaration in the words and
 figures following to wit, State of Ohio Union County ss. In Union Common Pleas
 May term Eighteen hundred and forty seven, this cause is brought into Court
 by an appeal from the docket of Abijah Gandy, a Justice of the Peace in
 and for the township of Leesburg in said County, and thereupon Julius A. Bell
 complains of Levi Spencer in a plea of assumpsit for that whereas the said Levi
 Spencer on the twenty fifth day of April eighteen hundred and forty six was
 indebted to the said Julius A. Bell in seven dollars fifty cents for the price and
 value of goods then and there bargained and sold by the plaintiff to the defendant at
 his request and in seven dollars and fifty cents for the price and value of goods
 then and there sold and delivered by the plaintiff to the defendant at his request
 and in seven dollars and fifty cents for the price and value of work then and
 there done and materials for the same provided by the plaintiff for the defend-
 ant at his request and in seven dollars fifty cents for money then and there
 lent by the plaintiff to the defendant at his request and in seven dollars

And fifty cents for money then and there paid by the plaintiff for the use of the defendant at his request and in seven dollars and fifty cents then and there received by the defendant for the use of the plaintiff and in seven dollars and fifty cents found to be due the plaintiff from the defendant to the plaintiff on an account then and there stated between them and whereas the defendant afterwards on the twenty sixth day of April eighteen hundred and forty six in consideration of the promises then and there promised to pay the several sums of money to the plaintiff on request. yet he hath disregarded his promise. and hath not paid the said several sums of money nor either of them nor any part thereof to the damages of the plaintiff one hundred dollars and therefore he brings suit. By J. C. Doughty his atty. and afterwards the said Levi Spencer by M. Crawford his atty filed in the office of the clerk of the Court of sessions his plea in the words and figures following to wit Union Common Pleas May Term A.D. 1847. Levi Spencer vs Julius A. Bell. An appeal on Assumpsit. And the said Levi Spencer comes and defends the wrong which and for which saith that he did not assume & promise in manner and form as the said plff. in his said declaration thereof hath alleged against him & of this he puts himself upon the country and the said plff. doth the like &c. By J. C. Doughty his atty. And the said plff. will take notice that Dept will give in evidence and insist upon the trial of this cause that the plff. at the commencement of this suit to wit at the County of Orleans was and still is indebted to the Dept in the sum of \$56.00 for the price and value of goods before that time bargained & sold by the Dept to the plff. at his request and in \$50.00 for the price & value of goods then & there sold and delivered by the Dept to the plff. at his request and in \$5.00 for the price and value of work & labour done and materials purchased by the Dept for the plff. at his request. and in the sum of \$5.00 for money lent by the Dept to the plff. at his request and in \$5.00 then & there found due and owing from the plff. to the Dept. upon an account then & there stated between them - and the Dept will set off so much of any debt that may be found due and owing said plff. by said several sums and use it upon a judgment in his favour for any balance that may be found due and owing to said Dept by said plff. &c. By M. Crawford his atty. and afterwards to wit on the 5th day of August 1847. Continued by Consent. And afterwards to wit on the 6th day of October 1847. This day came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the defendant did not assume and promise in manner and form as the said plaintiff hath complained against him therefore it is considered by the Court that the defendant go hence without day and receive of the Plaintiff his Costs there in taxed to \$

Attest John Cassel Clerk.

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Wm L. Gibson &
 Thos F. Woods
 vs
 William E Brown
 Cornelius Marshon
 Munson H. Michael &
 Matthias Collins

S. S.

Plead before his Honor James L. Robert Esq. President James R. Smith Christian Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Maysville within and for the County of Union and State of Ohio on the Fifth day of October in the year of our Lord one thousand eight hundred and forty seven

Be it remembered that hereofore to wit on the 25th day of February 1846 The said Wm L. Gibson & Thos F. Woods by Allison Henry their Atty Sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting; we Command you to Summon Wm E Brown Cornelius Marshon Alphens Hoskins John Rudisill Munson H. Michael Matthias Collins. 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 Thomas F. Woods & Wm L. Gibson, in a plea of Debt \$100.00 Damages \$100.00 Dollars. and have you then there this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 25th day of February A.D. 1846. John Cassil Clerk, said writ was endorsed, suit set on a replevin bond executed by Defendant unto the Plaintiff for the penal sum of one hundred dollars. Conditioned according to Law and date July 1st 1846. also for goods sold and delivered money had and received to Debt of 100.00 Damages \$100.00 Allison Henry Atty for Plffs. and afterwards to wit on the 15th day of March 1846. the Sheriff returned said writ of Summons endorsed as follows to wit. served on M H Michael by Copy March 2nd 1846 on M Collins by Copy March 3rd 1846 on J Rudisill by Copy March 14 1846 on W E Brown by Copy March 10th 1846. and on Cornelius Marshon by Copy March 15. 1846. Wm W. Robinson Sheriff, and afterwards to wit on the 17th day of July 1846 The following writ of summons was issued out of the Clerks Office aforesaid to wit. State of Ohio Union County ss. To the Sheriff of said County Greeting; we Command you to Summon Alphens Hoskins 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 Thomas F. Woods & Wm L. Gibson, in a plea of Debt \$100.00 Damages \$100.00 Dollars and have you then there this writ. Witness John Cassil Clerk of our said Court at the Court House aforesaid this 17. day of July A.D. 1846. John Cassil Clerk, said writ was endorsed suit brought on a replevin bond executed by defendants to plaintiff for the penal sum of one hundred dollars Conditioned according to Law and date July 1st A.D. 1846. - also for goods sold & delivered, money had and received to Debt \$100.00 Dam. \$100.00 Allison Henry Atty, for Plffs. and afterwards to wit on the 27 day of July 1846. the Sheriff returned said writ of Summons endorsed as follows to wit. received this writ July 20th 1846. the defendant not found within the County Wm W. Robinson Sheriff, and afterwards on the 28th day of July 1846 this Cause was continued and afterwards to wit at the October term of this Court this Cause was continued, and afterwards to wit on the 25th day of November 1846 the said Thomas F. Woods & Wm L. Gibson by Allison Henry their Atty filed in the office of the Clerk of the Court aforesaid their Narration in the words and figures following to wit, The State of Ohio Union County ss. Court of Common Pleas July term A.D. 1846 Thomas F. Woods and William L. Gibson Complain of William E. Brown Cornelius

Mushon John Rudisill Munson & Michael and Mathias Collins in a plea of Debt
 (The Sheriff of Union County having returned and found as Mr. Alpheus Hoskins) who was
 named in the Writs issued out in this case) for that whereas the said Defendants herebefore
 to wit on the first day of July 1842 at the County of Union in the State of Ohio, by their certain
 writing obligation sealed with their seals and now to the Court here shown. Acknowledged
 them selves to be held and firmly bound to the plaintiffs in the sum of one hundred dollars
 to be paid to the plaintiffs which said writing obligation was and is subject to a cer-
 tain Condition therein written whereby after reciting to the effect following that
 whereas the said William E. Brown issued out of the Court of Common Pleas of Union
 County and State of Ohio, a writ of replevin for twenty five glass jars eight blue
 ink's one stolen bittern powder and can snipe and box &c &c (see appraisment returned
 marked "A" and thereunto filed) and which said writ was returnable to the third next
 Term of said Court of Common Pleas it was provided in and by the said Condition that
 if the said Brown should appear at the then next Term of said Court and prosecute
 his said suit to effect and pay all costs and damages which should be awarded
 against him then said obligation to be void otherwise in full force, as by the said
 Condition to the Court here shown, and by the said appraisment to the Court also
 here now shown will fully appear, and the plaintiffs aver that such proceedings
 were afterwards had in said action of replevin that, they afterwards to wit, at
 the July Term A.D. 1843, of said Court of Common Pleas in and for said County
 by the consideration and judgment of said Court in said action recovered ag-
 -ainst the said William E. Brown in said Court a large amount to wit, forty two dollars
 and fifty cents for their damages, and fifteen dollars and twenty seven cents there
 costs then and there awarded by the said Court against the said William E. Brown
 in the premises as by the record and proceedings of said Court remaining in
 said Court will more fully appear, and the plaintiffs further aver that after-
 -wards to wit, on the 31st day of July 1843, of said County a lawful writ of execution
 was duly issued from said Court upon said judgment and was on the same
 day delivered to the Sheriff of said Union County who proceeded duly to levy the
 same upon certain personal property of the said William E. Brown and for
 a particular description of said property as levied on and as aforesaid reference
 is hereby made to the return of said Sheriff upon said writ of execution now to
 the Court here shown, and said Sheriff afterwards lawfully returned said
 writ to said Court showing by his return thereon (and now to the Court here
 shown) that a part of said property so levied on as aforesaid had been by him
 lawfully sold by virtue of said writ, and that the residue thereof remained
 unsold; and the plaintiffs further aver that on the 22nd day of January A.D. 1844
 at said County Court of Venuditioni exponas with a clause directing a further levy to
 be lawfully issued from said Court upon said judgment and delivery to
 said Sheriff who afterwards to wit, on the 22nd day of March 1844 lawfully returned
 the same endorsed as follows offered the property for sale March 22nd 1844 having pre-
 -viously advertised the same according to Law no sale for want of bidders, and more
 property found whereon to levy, W. W. State Sheriff, and the plaintiffs further aver that
 such proceedings were afterwards had in said case that by virtue of a writ of
 alias venditioni exponas and a writ of plerius venditioni exponas lawfully
 issued from said Court upon said judgment the Sheriff of said County lawfully

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sold the whole of the residue of said property shown by said endorsement of said first returned writ to have been levied on and to remain unsold at the time of the said return of said first recited writ and the plaintiff further aver that the proceeds of the sales of said personal property so levied on and sold as aforesaid under said judgment were not sufficient to satisfy the same but that the chief part of the same remains yet unsatisfied, and that the return aforesaid of said vendition ex proas shows that no other property of said William E Brown, can be found whereon to levy to satisfy said judgment and the plaintiff further aver that a large amount of costs of increase to wit fourteen dollars and sixteen cents have accrued and been awarded upon said judgment, and said defendants have not nor hath either of them paid the said costs and damage aforesaid awarded against the said William E Brown or any part of either of them, and whereas also the defendants on the first day of October 1845, at Union County aforesaid were indebted to the plaintiff in one hundred dollars for the price and value of goods then and there sold by the plaintiff to the defendants at their request, and in one hundred dollars for the price & value of goods then and there sold and delivered by the plaintiff to 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, which said last mentioned several moneys were respectively paid by the defendants to the plaintiff as request of the defendants have not nor hath either of them paid, any of the said last mentioned moneys or any part thereof, to the damage of the plaintiff of one hundred dollars and therefore that bring their suit &c by Allison & Curay their attorneys, and afterwards to wit on the 7th day of May 1847, the said defendants by P.B Cole their attys filed in the office of the Clerk of the Court aforesaid their answer in the words and figures following to wit, Com. Pleas May term 1847. Union County ss, and the said William E Brown Cornelius Newshon John Rudisill Munson & Michael Matthias Collies by P.B. Cole their attorney Come and say as to the first Count in the said declaration that the supposed writing obligation therein mentioned is not their deed and as to the second Count therein stated say that they do now owe the plaintiff in manner as therein stated and of this they put themselves upon the County, P.B. Cole atty for Defts, Union County ss, William E Brown one of the defendants above named being duly sworn in open Court upon his oath says the above plea is true in substance and in fact, and further says that W & Brown subscribed & drew to in open Court this 7th day of May AD 1847, John Cassil Clk, and afterwards to wit on the 5th day of August 1847, this cause was continued at the costs of Plaintiff and afterwards to wit on the 7th day of October 1847, this day came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do say that the above mentioned writing obligation is not the deed of the said defendants as the said William Gibson and Thomas F. Woods hath in that behalf alleged, therefore it is considered by the Court that the said defendants go hence without day and recover of the Plaintiff their costs in this behalf expended taxed to

Dollars cents

Attest John Cassil Clerk,

Robert R. Johnson
vs
David W. Worley

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Robert R. Johnson
vs
David W. Worley

Plas before his Honor James L. Herbert Esq. President James R. Smith Christian Myers and Levi Phelps his associates judges at a Court of Common Pleas begun and held at the Court House in the town of Maysville within and for the County of Union and State of Ohio on the Fifth day of October in the year of our Lord one thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 19th day of July 1847, the following transcript was filed in the office of the Clerk of the Court aforesaid which reads in the words and figures following to wit,

State of Ohio Union County Dover township In Replein
 Robert R. Johnson vs David W. Worley
 Damage \$5.00 May 17th 1847. process issued and delivered to Elias Spurgin Constable May 22nd 1847. writ returned endorsed this writ personally served on the 17 day of May by taking the property and summoning the defendant to appear for 50 cents May the 22nd AD 1847 Elias Spurgin Constable, May 19th AD 1847, by request of Plaintiff said process issued and delivered to Elias Spurgin Constable writ returned endorsed served the within writ personally on Adam Myers Nancy Myers John Basil Michael Myers Mary Metole John Langdon Robert Johnson Constables Costs 2.00 dollars sum. Jus 55 ct May 22nd the 1847. Elias Spurgin Const May 20, 1847, by request of defendant subpoenas issued and delivered to Elias Spurgin Const May 22, 1847 writ returned served the within writ personally on John Hunt David Thomas Thomas A Sheldon William Bowen James Golden Josiah Worley Elizabeth Wlsley Austin James Cold Irons Jus 95 cents Elias Spurgin Const May 22, at 11 o'clock A.M. of said day parties appeared trial trial had witnesses examined and it is considered by me that the plaintiff is entitled to the property repleined and defendant taxed with Costs of writ I certify this to be a true transcript from my docket in the Case of Robert R Johnson against David W Worley May 22nd AD 1847. Samuel Saine J.P. ~~1847~~
 This transcript 31 cents in the action of Robert R Johnson against David W Worley I David Sanner acknowledge myself bail for the Appellant in the sum of fifty dollars to be levied of my goods and chattels lands and tenements in case the 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 David Sanner. Taken signed and acknowledged on this 22nd day of May AD 1847. De Ford Samuel Saine J.P. ~~1847~~
 And afterwards to wit on the 11th day of August 1847, the said Robert R Johnson by J. C. Doughty his atty. filed in the office of the Clerk of the Court aforesaid his narration in the words and figures following to wit State of Ohio Union County In Union Common Pleas August term in the year of our Lord eighteen hundred and forty seven. This Cause is brought into court by an appeal from the docket of Samuel Saine a justice of the peace of Dover Township Union County Ohio from Robert R Johnson by Jackson C Doughty his Attorney. Complain of David W Worley in a plea of replein for that the defendant heretofore to wit on the fifteenth day of May eighteen hundred and forty seven at Union County wrongfully and unjustly - detained in his possession and from the plaintiff the following

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goods and chattles of the Plaintiff and until the same were replenished by the writ of replevin issued herein to wit. one and lamb The ewe is a middle sized white one - with the following brands or ear marks a crop off the right ear and a slit in the left ear about three years old last spring to the damage of the Plaintiff five dollars and thereupon he sued by G. Doughty his Attorney, and afterwards took out on the 7th day of October 1847. This day came the parties by their Attornies and thereupon came a Jury to wit. Messrs Deems William Bigger Cornelius Hamilton Walter Lockwood Robert Graham Joseph Robinson Samuel Ballinger Edward Smith John Conly George Green Abner Davis and Jesse Porter (and after the Jury were sworn it was ascertained that John Conly was a conviction of a crime by the parties. By Consent said Conly was withdrawn and by agreement of parties the Cause was tried by the other eleven Jurors, and exceptions waived) who being empanelled and sworn the truth to speak upon the issue joined between the parties their Oaths do say that the said David W. Worley doth detain the goods and Chattles of the said Robert R Johnson in manner and form as the said Robert R Johnson hath complained against him and they assess the damages of the said Robert R Johnson by reason of the premises to one cent, therefore it is considered that the said Robert R Johnson recover of the said David W Worley, the said sum of one cent his damages aforesaid in form aforesaid assessed and also his Costs in this behalf expended taxed to

Dollars cents

Attest John Cassil Clerk,

L.S.

Horace Phelps
Guardian of the Heirs of
William M. McIntire Dec'd.
vs
Nancy M. McIntire et al.

Plas before his Honor James L. Seibert Esqr. President James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the Fifth day of October in the year of our Lord one thousand eight hundred and forty seven. Be it remembered that heretofore to wit on the 10th day of November 1842 the said Horace Phelps Guardian by O. Curry his atty. filed in the Office of the Clerk of the Court aforesaid a certain Petition in the words and figures following to wit. To the Court of Common Pleas within and for the County of Union and State of Ohio, Horace Phelps of said County, Guardian of Nancy M. McIntire, Hannah M. McIntire & Providence M. McIntire minor Children of William M. McIntire late of said County deceased, represents that said minors are seized in fee simple, each of an undivided fourth part of a certain tract of land situate in the County of Union Ohio, on the waters of Raccoon creek in the Virginia Military District, described as follows to wit: all that tract known and designated on the plat and survey of the same made by Elias H. Strong and Alexander Robinson, as Lot No. 24 of Sixty one and a half acres beginning at a elm 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 5 links to the beginning. Being part of original survey N° 5506. of 1796 acres patented to John Baird on the 26th day of April 1809. that it has become necessary that their interests in said estate aforesaid minors should be sold to provide for the payment of debts contracted in raising & maintaining said minors, and costs of Court relating to said estate that it will be for the advantage of said minors that all their interest in said estate should be disposed of, the same being but very slightly productive and said heirs being without the means of putting it in a productive condition - your Petitioner therefore prays that said minors may be made parties defendants to this petition; that they may answer the same by their Guardian ad litem to be appointed by this Court; and that your petitioner may be authorized to sell & convey all the interest of said minors in said real estate under such regulations as are prescribed by Law. By Attorney Curry his Atty, and thereupon the following writ of Subpoena was issued out of the clerks office aforesaid to wit. The State of Ohio Minors Comy vs. To the Sheriff of said county Greeting. We command you that you summon Nancy M^cIntyre, Hannah M^cIntyre, Armadilla M^cIntyre and Prudence M^cIntyre to appear before our Court of common Pleas in and for the County aforesaid at the Court House in said County forthwith to answer the matters and charges contained in a Petition in Chancery exhibited against them by Horace Phelps and that they shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ. Witness John Cassie Clerk pro tem of said Court at the Court House in Marysville this Tenth day of November A D 1842. John Cassie Clerk pro tem, and afterwards to wit on the 10th day of November 1842, the Sheriff returned said writ and return as follows to wit. Served by certified copies on each of within Dept. Nov 10, 1842. W W Steele Sheriff, and afterwards to wit on the 21st day of April 1843. this cause is referred W Steele Special Master to inquire and report to this Court at its next term as to the age of Armadilla M^cIntyre one of the wards mentioned in said Petition and as to the necessity of propriety to the interest of the said wards in the sale of the premises described in the bill and continued, said order having been certified to the said Master under the seal of said Court he has afterwards returned on the 4th day of July 1843. endorsed as follows to wit, Horace Phelps vs Nancy M^cIntyre. In Chancery the report of W W Steele Special Master in Chancery to whom the cause stands referred, for the purpose of ascertaining the age of Armadilla M^cIntyre and also the probable utility to the interest of the wards in the sale of the premises pursuant to the interlocutory decree rendered at the April term A D 1843. the said W W Steele in pursuance of said order notified the parties in the action, that on the 27th day of June he would take depositions to ascertain the facts as required whereupon the parties appeared on said day and declined taking depositions in the case, all of which is respectfully submitted W W Steele Special Master Commissioner in Chy. and afterwards to wit on the 5th day of July 1843. on motion to the Court by the Currys his Counsel the Plaintiff has leave to amend his bill upon payment of the costs which have accrued since the filing of the same, and this cause is continued, and afterwards to wit

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On the 18th day of October 1843, an motion to the Court by Mr Curry his Counsel
 the Plaintiff has leave to amend his bill and is ordered to pay the costs
 which have accrued since the filing of the same and this cause is
 continued, and afterwards to wit on the 15th day of April 1844 the said
 Horace Phelps by Curry Lawrence his solicitor filed in the Office of the
 Clerk of the Court aforesaid his amended bill in the words, and
 figures following to wit. To the Court of Com. Pleas within and for the
 County of Union when in Chancery setting. Horace Phelps guardian of
 Nancy M. Intyre Hannah & Providence M. Intyre minor children of W^m
 M. Intyre late of this county deceased represents that said minors together with
 Armadilla M. Intyre are seized in fee of the following premises in said
 County each of one undivided fourth part of the following premises on the
 waters of Bluffs creek in the Virginia Military Lands the same being so much
 of survey and subdivision made by Silas P. Strong as Lot No. 24 of fifty one
 acres and half acres of survey No. 5506. Beginning at 2 elms & white oak trees
 N 80° E. 160 poles to 2 beeches and ironwood thence S 10° E 62 poles to two beeches
 and sugar and Hickory thence S 80. 15. W 160 poles to a beech sugar and
 Ironwood thence N 10. W. 61 poles and 5 links to the beginning, that it has be-
 come necessary that the said lands should be sold to pay necessary debts
 in current in raising educating and protecting said minors and wards
 and for the payment of costs taxed to them in defending suits at Law
 and in Chancery that they have no other property, joint which to discharge
 the same. Your petitioner further represents that it will be for the good and interest
 of said minors that the same should be sold as it is nearly in an unimproved
 state that it will do no more than pay taxes and other repairs necessary
 Your petitioner therefore prays that the said Armadilla and her guardian
 John Gamble together with the said infants may be made defendants and
 that the Court would on final hearing order the sale of three fourths of the
 interest of the wards of your petitioner and petitioner as in duty bound
 will ever pray and so forth B. Curry & Lawrence Solo for Petitioner. and
 afterwards to wit on the 16th day of April 1844, this cause was continued,
 and afterwards to wit on the 1st day of October 1844 this cause was continued, and afterwards
 to wit on the 30th day of May 1845 this cause was continued, and afterwards to wit on
 the August term 1845 this cause was continued and afterwards to wit on the 29th day of
 October 1845, this cause was continued, and afterwards to wit on the 15th day of April
 1846, this cause was continued and afterwards to wit on the 20th day of July 1846 this cause
 was continued, and afterwards to wit on the 19th day of October 1846 this cause was
 continued, and afterwards to wit on the 28th day of April 1847, the following writ of sub-
 poena was issued out of the clerks office aforesaid to wit, The State of this Union County
 of Union to the Sheriff of the County of Union Greeting: We command you that you summon John
 Gamble and Armadilla M. Intyre to appear before the Judges of our Court of Common Pleas
 at the Court House on the 4th day of May next ensuing, to answer a petition in Chancery
 exhibited against them by Horace Phelps Guardian of the heirs of William M. Intyre Decd
 and this they shall in answer, admit, under the penalty of one thousand dollars, and
 have you then there this writ. Witness John Cassil, Clerk of our said Court at
 the Court House, this 28th day of April A.D. 1847, John Cassil Clerk of Com. Pleas

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may this Council
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this Cause is
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of Com. Pleas

S. S.

And afterwards to wit on the 30th day of April 1847. the Sheriff returned said writ in accordance
as follows to wit. April 30th 1847. served this writ upon John Gamble by leaving a true copy
at his residence Armadilla M^r Squire not found Philip Squire Sheriff, and afterwards
to wit on the 4th day of May 1847 this Cause was continued, and afterwards to wit on the 12th day
of July 1847. the following writ of subpoena was issued to wit: The State of this Union
County D. To the Sheriff of the County of Delaware Greeting, We command you that you
Summon Armadilla M^r Squire to appear before the Judges of our Court of Common Pleas
at the Court House, on the third day of August next ensuing to answer a Bill in Chancery
exhibited against her & others by Horace Phelps and that she shall in no wise be
under the penalty of one thousand dollars, and have then and there this writ, witness
John Cassie clerk of our said Court, at the Court House, this 12th day of July A.D.
1847. John Cassie clerk of Com. Pleas. And afterwards to wit on the 28th day of July 1847
the Sheriff returned said writ enclosed as follows to wit. July 28th 1847. this writ
personally served by leaving a certified copy of the same with Armadilla M^r Squire
at Jones Shuff Del. Co. and afterwards to wit on the 3rd day of August 1847. An motion
and it appearing to the satisfaction of the Court that Armadilla M^r Squire and
Prudence M^r Squire defendants in this case are minors it is therefore ordered that
Jackson Le Doughty be appointed Guardian ad Litem for said minors and the
said Jackson Le Doughty thereupon appeared in in open Court and accepted
said Appointment. And afterwards to wit on the 6th day of August 1847 the
said Armadilla M^r Squire and Prudence M^r Squire by Le Doughty their Guar-
-dian ad Litem filed herein their answer in the words and figures following to wit
The answer of Armadilla M^r Squire and Prudence M^r Squire by their Guardian
ad Litem Jackson Le Doughty to the Petition filed against them by Horace
Phelps Guardian of the heirs of William M^r Squire deceased. The said Armadilla
M^r Squire and Prudence M^r Squire now come and for answer to said Petition
say that further there is shown in the papers on file in this case they know no
thing, they submit their interest to the care and disposition of the Court,
and having thus fully answered they pray to be hence dismissed Le Doughty
Guardian ad Litem, and afterwards to wit on the 6th day of August 1847. The minor
heirs who are defendants in this case this day filed their answer herein by Jackson Le
Doughty their Guardian ad Litem whereupon an motion and it appearing to the
satisfaction of the Court that Nancy M^r Squire and Hannah M^r Squire two of
the Original defendants in this Cause have respectively arrived at the age
of majority it is ordered that as to them the petition stand dismissed and
it further appearing to the satisfaction of the Court that it is necessary for the
education and maintenance of Prudence M^r Squire one of said minors that
her interest in the premises in the petition described should be sold, it is orde-
-ed that the petitioner proceed by the acts of William B. Ingers, Rowland Lee
and Matthias Collins to appraise and make a just valuation of the inter-
-est of said Prudence to wit the undivided fourth part of the following real
estate situate on the waters of Blue Creek Union County Ohio being Lot
Number twenty four of the 1st division made by Silas Helms of survey No. 55 56. Beginning
at two elms and white oak thence N 80. E 160 poles to two beches and an iron
thence S 10. 6 E poles to two beches and a sugar and a hickory thence S 80. 15 W
160 poles to a beech sugar and iron woods thence N 10. 15 W 61 poles and five hills

to the beginning containing sixty one and a half acres more or less and it is further ordered that said petitioner as soon as he shall have effected said appraisement as aforesaid proceed according to law to sell the real estate in said petition described and herein above described and upon the following terms to wit one third of the purchase money in hand one third in one year and the residue in two years to be secured by mortgage upon the premises or good personal security or both at the option of the petitioner and it is further ordered that said Horace Phelps make return of his proceedings in the premises to the next term of this Court and afterwards to wit on the 27th day of August 1847. said order of appraisement and sale was issued to the said Guardian under the seal of said court. and afterwards returned on the 5th day of October 1847 endorsed as follows to wit I hereby certify that the within named Matthias Collins was sworn by me before making the within as the Law directs August 30th 1847. William B Brown & Roland Lee were duly sworn by me to perform their duties as appraisers as set forth within before entering on the same Aug 30th 1847. John Cassil Clerk, Horace Phelps Guardian of the heirs of William M Intire deceased vs. Nancy M Intire et al. In Union Common Pleas Petition sell Land Order of Appraisement made at August term 1847. in compliance with an order of Appraisement made in this case by the Court of Common Pleas of Union County Ohio at the August term thereof A.D. 1847. by which the undersigned were appointed to appraise the interest of Providence M Intire in the land in the Petition and order of Appraisement in this case described being the undivided fourth part thereof. we have viewed said premises and do appraise the said interest of the said Providence therein to be worth one hundred and five dollars, given under our hands and seals this thirtieth day of August A.D. 1847. William B Brown Clerk Roland Lee Clerk Matthias Collins Clerk

Horace Phelps Guardian of the heirs of William M Intire deceased vs. Nancy M Intire et al. In Union Common Pleas Petition to sell land. in pursuance of an order of appraisement and sale made in this case at the August term of said Court of Common Pleas of Union County I did on the fourth day of October A.D. 1847. at the hour of 3 o'clock P.M. sell at public Auction the real estate in said petition described to Robert Gamble for the sum of twenty six dollars that being more than two thirds of the appraised value and he being the highest and best bidder, and I having previously caused said premises to be appraised in pursuance of said order according to law, and having given notice of said time and place of sale by advertising the same for four weeks successively prior to said day of sale in the Argus a newspaper printed in the County of Union. Of the money so bid by said purchaser aforesaid, one third was paid in hand, and his note with good personal security given for the balance, one third of said purchase money payable in one year & the residue in two years. Horace Phelps Guardian of the heirs of William M Intire deceased per Orway Curry his Atty. and afterwards to wit on the 8th day of October 1847. On motion to the Court by Counsel for Petitioner and upon producing the return of the proceeding and sale made by the said Petitioner as herein before ordered and the Court having examined the same and being satisfied that said sale has in all respects been legally made it is ordered that the same be and hereby is approved and confirmed

John Doe by Orway
 Richard Harris
 Richard Ross
 Bennett et al. Agents
 Isaac White
 Rowley White &

And that the said petitioner execute and deliver to said purchaser a deed in fee simple for the real estate so by him sold as aforesaid,

Attest John Cressit clerk,

John Doe & Oxen
Husband & Wife

Richard Roe
Dorset & ab tenants

Isaac White

Randley White p

~~Pleas before his Honor James S. Robert Esq. President James R. Smith Christian
Myers and Levi Phelps his Associates Judges at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within and
for the County of Union and State of Ohio on the Fifth day of October
in the year of our Lord one thousand eight hundred and Forty seven
Be it remembered~~

Pleas before his Honor James S. Robert Esq. President James R. Smith Christian
Myers and Levi Phelps his Associates Judges at a Court of Common Pleas
begun and held at the Court House in the town of Marysville within
and for the County of Union and State of Ohio on the Fifth day of October
in the year of our Lord one thousand eight hundred and Forty seven
Be it remembered that heretofore to wit on the 13th day of May 1847
the said Isaac White by R. Thomas his Atty filed in the Office of the
Clerk of the Court aforesaid a certain Petition in the words and
figures following to wit. In the Court of Common Pleas within and for
the County of Union and State of Ohio your Petitioner Isaac White
of the State of Virginia represents that he has a legal title and right
to and is seized in fee simple of the Undivided three fourths part of
the following real estate situate in the County of Union and State of Ohio to wit
Survey number one thousand three hundred and ninety four entered in
the name of John White for one thousand one hundred ten and two thirds
acres of land (N. 1394) (110 2/3 acres) on the waters of Mill Creek beginning at two
elm. and a maple south east corner to James Dentons Survey N. 3349. thence
thence with his line N. 10° W. 450 poles crossing a branch at 236. and one at 334
poles to two beeches an ash and sugar tree north east corner to said Dentons
Survey. and south west corner to said Whites entry N. 3956. thence with the
line of the last mentioned Survey N. 80° E. 400 poles to a red oak. ash and buckeye
thence S. 10° E. 450 poles to an ash elm and maple thence S. 80° W. 400 poles to
the beginning. and your Petitioner further represents that Randley White
of the State of Virginia is a tenant in common with your Petitioner in
said described premises your Petitioner therefore prays that partition of
said lands may be made or if the same cannot be done without manifest
injury that then such other proceedings may be had in the premises as are
authorised by law. By R. Thomas his Attorney, and afterwards to wit on the 6th day
of August 1847. the said Isaac White by R. Thomas filed herein notice and proof of
publication of the pendency of this Petition which notice and proof reads in the
words and figures following to wit. Randley White will take notice that a

Petition was filed against him on the 13th day of May A.D. 1847. in the Court of Common Pleas of Union County, Ohio, by Isaac White and is now pending wherein the said Isaac White demands partition of the following described real estate to wit, Survey No. One thousand three hundred and thirty four entered in the name of John White for one thousand one hundred ten and two thirds acres of land (N^o 1394) (1110 $\frac{2}{3}$ acres) on the waters of Mill Creek beginning at two elms and a maple south east corner to James Jenkins Survey N^o 3349, running thence with his line N 10. W. 45 poles crossing a branch at 236 and one at 334 poles to two beeches an ash and sugar tree north east corner to said Jenkins Survey and south west corner to said Whites entry N^o 3956. thence with the line of the last mentioned Survey N. 80. E. 400 poles to a red oak ash and buckeye thence S 11. E. 6450 poles to ash and maple. thence S 80. E. 400 poles to the beginning and that at the next term of said Court application will be made by the said Isaac White for an order that partition may be made of said premises, Isaac White by His Atty. H. Thomas. State of Ohio Union County S. P. Blake publisher of the Argus a newspaper printed and general circulation in said County makes solemn oath that the notice hereto attached being a notice in partition of Isaac White vs Rawley White was published in said paper for seven consecutive weeks immediately previous to the 3rd of August 1847.

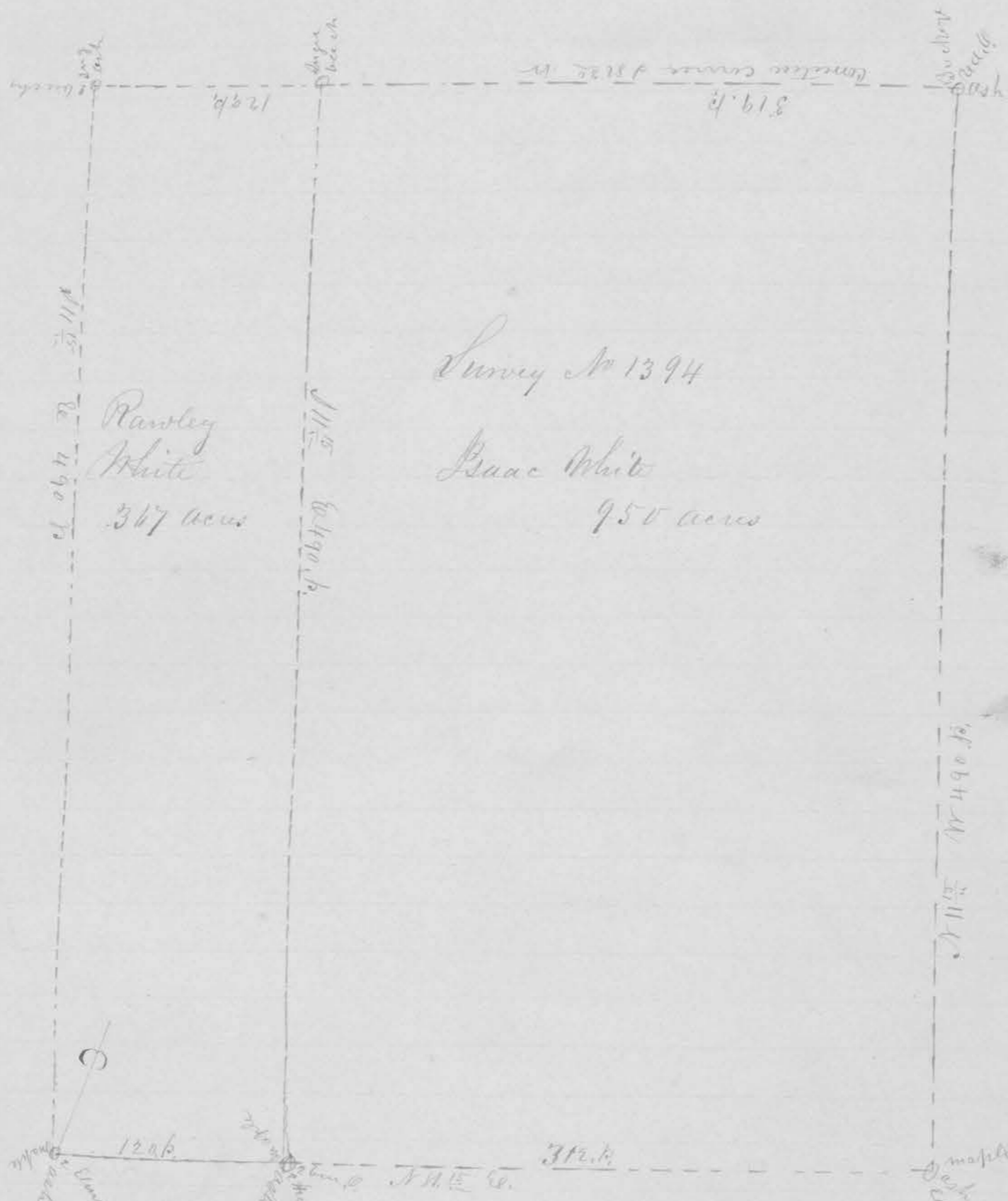
P. B. Blake sworn to & subscribed in open Court this 6th day of August 1847 John Cassil Clerk, and afterwards to wit on the 6th day of August 1847

Proof of due notice to the defendant having been made herein &c. It is ordered that by the oaths of Absalom Sigget James Thompson and William Brown, one equal three fourths part of the lands in the petition described be set off in severalty to the petitioner Isaac White, and one equal fourth part to Rawley White the defendant, and it is further ordered that a writ of partition issue to the Sheriff of this County commanding him to cause said partition to be made accordingly, returnable to next term to which time this cause is continued, and afterwards to wit on the 6th day of October 1847 the following writ of partition was issued. To wit. The State of Ohio Union County S. To the Sheriff of said County Greeting we command you that by the oaths of Absalom Sigget James Thompson and William Brown, you cause partition to be made of the following lands to wit, Survey N^o 1394, in the name of John White for one thousand one hundred ten and two thirds acres of land (1110 $\frac{2}{3}$) on the waters of Mill Creek beginning at 2 elms & a maple S. E. corner to James Jenkins Survey N^o 3349, running thence with his line N 10. W. 450 poles crossing a branch at 236 and one at 334 poles to two beeches and an ash and sugar tree north east corner to said Jenkins Survey, and south west corner to said Whites entry N^o 3956. thence with the line of the last mentioned Survey N 80. E. 400 poles to a red oak ash and buckeye thence S 10. E. 6450 poles to an ash and maple thence S 80. E. 400 poles to the beginning, to the following persons and in the following proportions to wit, to the said Isaac White one equal three fourths part, and that you proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas, within and for the said County of Union, together with this writ, witness my hand and the seal of said Court this 6th day of October A.D. 1847. John Cassil Clerk, and afterwards to wit on

S. S.

The 8th day of October 1847, the Sheriff returned said writ endorsed as follows to wit
 In obedience to the within command I have executed this writ by the acts of Absolam
 Ligger James Thompson and William Erwin, Chicago & wider Sheriff, Isaac White
 vs Rowley White. In Partition, in obedience to an order from the Court of Common
 at the October term 1847, in the above case in which the undersigned were appointed
 Commissioners, see report after being duly sworn we an actual survey of the whole
 Survey N^o 1394. in the name of Isaac White we find it to contain one thousand
 three hundred and sixteen acres and we set off to Isaac White as his equal
 three fourths of sd survey the following part or partition to wit. Beginning at a red oak & buckeye
 the original N.E. corner of the survey from thence running with the east line thereof south
 11th East 490 poles to a ash and maple the original South east corner, then with the
 South line of the survey South 50 West 311 poles to a sugar buck & maple then north 10
 West 490 poles to a beech & ash in the north line then with sd line north 50 E. 311 poles
 to the beginning containing nine hundred and fifty acres for a more particular description
 of which reference is made to the surveyors report herewith submitted for boundaries & num
 bered rods all of which is respectfully submitted under oath as the law directs & date
 8th 1847. William B Erwin James Thompson Absolam Ligger, Commissioners, said
 Survey and report reads in the words and figures following to wit. Isaac White vs
 Rowley White. Petition for Partition. By the order of a writ of partition in the above
 case in company with James Thompson and Absolam Ligger Commissioners
 in said case after being sworn as the law directs and taking to our assistance
 as chain carriers who were also sworn name by Aaron Torrey & John Dexter Surveyors
 the same and found it contain 1323 acres and we set off to Isaac White as his equal
 three fourth part of sd survey N^o 1394. 950 acres bound as follows beginning at a red oak
 & buckeye the original N.E. corner of the survey from thence running with the south
 line of the survey correcting the course S 81st W. 312 poles to a large beech then S 10th
 East 490 poles to 2 Hichory 2 bur oaks and ash & maple in the original South line
 then with sd line correcting the course thereof N 81st E 312 poles to a maple ash
 and elm the original South east corner then with the original east line cor
 recting the course N 11th W 490 poles to the beginning all of which will
 appear on the plat here with returned. All of which is respectfully
 submitted. William B Erwin Surveyor U. S. C. O.
 Said Plat reads in the words and figures following to wit

in the Court
 is now pending
 being described
 as thirty four
 and ten and
 Mill Creek
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 said White
 Survey N. 80th
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 August 1847
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 the last num
 10th 6450
 following
 are equal
 inctly certify
 said County
 of said Court
 to wit an



Survey No 1394

Isaac White

950 acres

Rowley White

367 acres

I certify the above to be a correct plat of the above Survey No 1394 as surveyed by me October 7th 1847. with the Partition there represented William D. Smith Surveyor, and afterwards on the 9th day of October 1847. An motion to the court by Mr Thomas counsel for the Petitioner and upon producing the proceeding of the Sheriff and also the report and proceedings of the commissioners herein before appointed and the same being examined It is ordered that said proceedings and a report be and the same are hereby approved and confirmed and that the said parties hold in severally the shares set off and assigned to each respectively by the said commissioners and it is further ordered that the costs and expenses of this suit, taxed to _____ dollars _____ cents including an attorney fee of seventy five dollars to Mr Thomas be paid within thirty days by the parties in the following proportions to wit by the said Isaac White three fourths thereof and by the said Rowley White one fourth thereof - and in default thereof that execution issue therefor.

Attest John Cassil Clerk,

John Flock
As
Norman Chapman

John Fleck
vs
Norman Chipman

Pleas before his Honor James L. Torbert Esqr. President James R. Smith Christian
Myer and Levi Phelps his associates Judges at a court of common Pleas to be
and held at the Court House in the Town of Mansville within and for the
County of Union and State of Ohio. on the Fifth day of October in the
year of our Lord one thousand eight hundred and Forty seven.

Be it remembered that heretofore to wit on the 16th day of April 1846 the said
John Fleck by W. C. Lawrence his solicitor filed in the office of the Clerk of the Court
a certain Bill in Chancery in the words and figures following to wit. To the
Honorables the Judges of the Court of Common Pleas when in Chancery sitting. Humbly
complaining sheweth unto your Honors your Orator John Fleck, that heretofore to wit on
the 18th day of February 1845 one Norman Chipman a resident of this County was seized
in fee of the following real estate in said County and Town of Mansville to wit, Lots
No. 39 and 35 and part of lot No. 38 being all but twenty feet of the South side and
being so seized and being in great need of money he applied to your Orator to bor-
row money that your Orator loaned him money and where as he had formerly loaned
the said Chipman large sums of money which then had not been paid and as evi-
dence by the said Chipman's note herewith filed and marked A of the date of
October 4th 1842 for three hundred and fifteen dollars due the 20th of March
then next to come, the said defendant executed his mortgage to your Orator to
secure the said sums of money to your Orator all of which will more fully appear
by reference to said mortgage herewith filed and prayed to be taken as a part
of this bill your Orator further charges that the said sums have become due and
together with a large amount of interest remains unpaid whereby the lots so mortga-
ged have become forfeit and liable to go to sale for the payment thereof your Orator
therefore prays that Norman Chipman may be made Deft here to and that an account
of the principle and interest due your Orator in the premises may be had and that
an final hearing your Honors would order a fore closure to take for the payment
thereof and that your Orator may have other and further relief in the premises.

By W. C. Lawrence sol for Compl. Said mortgage referred to in the foregoing bill and
filed therewith was in the words and figures following to wit. This indenture made
this 18th day of February 1845 by and between Norman Chipman of the County of
Union State of Ohio of the first part, and John Fleck of the County of Union State
of Ohio of the other part witnesseth that the said Norman Chipman party of
the first part for and in consideration of the sum of two hundred and fifteen
dollars to him in hand paid by the sd John Fleck, the receipt whereof is hereby acknow-
ledged have bargained sold and conveyed unto the said party of the second
part the following described tract or parcel of land situate lying and being
in the County of Union in the State of Ohio and Town of Mansville, described as
follows to wit, Lot No. 39 in the town of Mansville together with the improvements thereon
also a part of lot No. 38 in said town of Mansville being all of said lot No. 38 except
twenty feet deep on the South side of said lot which has been deeded to Lewis Ward
& C. Harriott also lot No. 35 in said town of Mansville adjoining the lot No. 38
on the North for further information reference can be had to the records of deeds
in the recorder's office of said County of Union to have and to hold said premises unto
the said John Fleck and unto his heirs and assigns forever as witness my hand
and seal the day and year above written. Now the condition of the above conveyance

By the Court
 Mr. Thomas
 Sheriff and
 appointed
 rings and
 ad area
 to each
 at the Court
 seats
 to be paid
 to wit by
 by virtue
 therefore,

is this that whereas the said John Fleck holds a note of hand against the said Norman Chipman for the sum of three hundred and fifteen dollars executed on the 4th day of February 1842 and made payable on the 25th of March following now if the said Norman Chipman shall pay or cause to be paid the said sum of money when it becomes due together with the interest to the said John Fleck or his assigns then this deed to be void otherwise to remain in full force and virtue. In testimony whereof I hereunto set my hand and seal the day and year above written.

Norman Chipman Seal

executed in presence of James Turner, W. D. Stebbins.

State of Ohio Union County ss. Personally appeared before me the subscriber a Justice of the Peace in and for said County Norman Chipman signor to the above deed and acknowledged the same to be his act and deed for the purpose therein expressed. Given under my hand this 18th day of February A. D. 1843. James Turner J. P. The entering in the within line from top was done before signing James Turner J. P. said mortgage was endorsed. Filed and recorded April 20th 1843. 9 o'clock A. M. in Book 9 Pages 5778. James Turner recorder U. C. and thereupon the following writ of subpoena was issued out of the Clerk's office aforesaid to wit, The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting, We command you that you summon Norman Chipman to appear before the Judges of our Court of Common Pleas, at the Court House, on the forth with to answer a Bill in Chancery, exhibited against him by John Fleck and this we shall in no wise omit under the penalty of one thousand dollars; and have them and there this writ, witness John Cassid clerk of our said Court at the Court House, this 16th day of April A. D. 1846. John Cassid Clerk of Com. Pleas. and afterwards to wit on the 17th day of April 1846 the Sheriff returned said writ enclosed as follows to wit, served this writ by delivering a certified copy of this writ to the defendant, April 17th A. D. 1846 W. M. Robinson Sheriff, and afterwards to wit on the 30th day of July 1846 this cause came on to be heard and the defendant still failing to plead or otherwise defende it is ordered that the bill be taken as confessed as against the ^{defendant} defendant. in consideration whereof the Court do find that the equity of the case is with the complainant and that there is now due the complainant upon his note secured by mortgage the sum of one hundred and eighty seven dollars and six cents for principal and interest thereon which is due and unpaid and it appearing of record that there is a prior mortgage upon the same premises now in process of foreclosure wherein this complainant is by order made defendant this case is ordered to stand without further proceedings at present and continued, and afterwards to wit on the 16th day of October 1847 this cause was continued, and afterwards to wit on the 7th day of May 1847 this cause was continued, under former order and afterwards to wit on the 3rd day of August 1847, this cause was continued under former order, and afterwards to wit on the 9th day of October 1847, on motion and it appearing to the satisfaction of the Court that the premises on which the decree is rendered in this case has been sold on the decree of Peter Lyon vs said Norman Chipman and it further appearing to the satisfaction of the Court that the decree in this case is entitled to payment

V

Doc Ex Sen
C. B. Harlan & Co
vs
Lewis Bonnett & Co

from the proceeds of sale next after payment of said decree of said Eqm.
It is therefore ordered that this decree be paid out of said proceeds next after pay-
ing the said decree of said Eqm.

Attest John Cassil Clerk

V
Doe Ex dem
C.B. Harlan heirs
vs
Lewis Bonnett et al

Pleas before his Honor James D. Torbert Esq. President and James R. Smith
Christean Myers and Levi Phelps his associates, Judges at a Court of
Common Pleas begun and held at the Court House in the Town of Marysville
within and for the County of Union and State of Ohio, on the fifth day of
October in the year of our Lord one thousand eight hundred and forty
seven. Be it remembered that heretofore to wit, on the 6th day of October
A.D. 1847 came Nicholas W. Harlan, David W. Harlan, Nathaniel C. Hale, George
W. Hale, Nicholas W. Harlan Jr., George W. Harlan, Mary M. Strickle, Jacob Strickle,
Lucy W. Harlan, Edith A. Harlan & Rebecca C. Harlan by Wilcox their attorney
and filed herein their declaration which reads in the words and figures
following to wit, Union County, ss. Court of Common Pleas, August Term
1847. John Doe complains of Richard Roe for that Nicholas W. Harlan, David
W. Harlan, Nathaniel C. Hale, George W. Hale, Nicholas W. Harlan Jr., George W.
Harlan, Mary M. Strickle, Jacob Strickle, Lucy W. Harlan, Edith A. Harlan & Re-
becca C. Harlan, heirs at law of Carter W. Harlan, deceased, on the 1st day of
June 1846 at the County aforesaid had devised to the said John Doe the
following lands and tenements to wit 2000 acres of wood land, 2000
acres of arable land and 2000 acres of other land in said County of Union
To have and to hold the same to the said John Doe from the said first
day of June 1846 for & during the term of fifty years thence next ensuing.
By virtue of which devise the said John Doe 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 Roe after-
wards to wit, on the 3^d day of June 1846 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 \$100 & therefore he sues &c. By Wilcox his Atty. And after-
wards to wit, on the said 6th day of October 1847, the following consent rule
and plea was filed herein in the words and figures following to wit, John
Doe ex dem Nicholas W. Harlan et al vs Richard Roe. In Ejectment. This
day came the plaintiffs by Wilcox their attorney and thereupon also
came into court Lewis Bonnett, Samuel Bonnett, John Bonnett, Wil-
liam Bonnett & Isaac Rejarter by Mr Swan their attorney and admit
themselves respectively to be in possession of the premises in the dec-
laration mentioned and do further confess the lease entry and ouster
in the declaration mentioned and for plea say they are not guilty
of the trespass & Ejectment in the declaration mentioned and of this they
put themselves upon the Country, and the Plaintiff do the like, Swan

4. Andrew's Atty for Defs, Wilcox pl. Atty And afterwards to wit. on the 8th day of October 1847 This day came the parties and having a jury submitted this cause to the Court upon the issue joined and thereupon the Plaintiff to sustain his cause offered evidence as follows, 1. A Patent for the Land in controversy, in the words and figures following (Here insert the Patent marked A) which were admitted without objection. 2. A certificate of Sale in the words and figures following (Here insert the Certificate marked B) which was admitted without objection. 3. A deed from the Auditor of Union County to A Denton in the words & figures following (Here insert the deed marked C) which was proved saying exceptions on the ground of misrecital of the Statute of 1827. 4. A deed from said Denton to Lester B. Harlan in the words and figures following (Here insert the deed marked D) which was admitted without objection. 5. A Book belonging to the office of County Auditor of Union County containing a statement of the sales made of lands delinquent previous to 1820 which said statement purporting to have been made in May 1829 in the words and figures following (Here insert a copy of the record marked E) which is admitted saying all exceptions thereto on the part of the defendants only however so much of said statement as purports to be a copy of the corrected list sent to Union County by the Auditor of State is admitted without any exceptions to its being a copy instead of the original but is to be used the same as the original could be. 6. The heirship of the lessors of the plaintiff was admitted as heirs at law of said Lester B. Harlan. 7. The plaintiff then produced Levi Phelps who testified in chief that he was Auditor of Union County in 1827, 1828, and 1829, that he made out the statements as such Auditor above offered in evidence, that at the time he was Auditor as aforesaid there was no newspaper published in Union County and that the Ohio State Journal was general circulation therein at that time, the plaintiff then asked the witness this question Did you by mail or otherwise transmit to the Auditor of State a list of lands delinquent in Union County previous to 1820 as required by the act of January 29-1829, the plaintiff expressly waiving all inquiry as to the contents of said list and confining the inquiry to the mere fact whether the witness did or did not transmit to the State Auditor what purported to be such a list and to this question the defendants objected on the grounds that the files of the Auditor of States office was there better evidence and that parol evidence of that fact was inadmissible, which objection was sustained by the Court & the evidence ruled out, the plaintiff also offered to prove by the testimony of said Phelps that there were on file in the Auditors Office of Union County in 1828 lists of lands delinquent for taxes prior to 1820, which parol testimony the defendants objected to, but the objection was overruled by the Court and the testimony received, and thereupon the defendants excepted to said opinion of the Court admitting said testimony, On cross examination the said Phelps testified that said lists last mentioned were lists of land in Union County delinquent prior to 1820, which purported to have been made out by the Auditor of State, which lands were in the County from which Union County was taken, that there were several of said lists some he thinks signed by the Auditor of State

Some by the Chief clerk but he does not remember whether he used one or more of said lists in making out his list to send to the Auditor of State, he does not remember whether in making out said list he compared it with any other documents or files in his office, he does not remember particularly, I cannot now remember anything about it, I have no positive recollection of making out any list to be sent to the Auditor of State - I have no recollection of making out said list except that I was Auditor at the time & now believe I did my duty I cannot recollect how or the manner or the time of sending said list and I have no recollection about it one way or the other I had no clerk in my office at the time and if the list was made I presume it was in my handwriting, then examined by plaintiff, I think I should not have stated in my record of said sales the fact that such list was made out and sent to the Auditor of State unless such was the fact, I believe that said record contains a true statement of the facts as stated therein in making out said lists to be sent to the Auditor, I do not remember whether I examined the duplicates after 1820 or not or any other documents in the office, I have no doubt but I endeavored to comply with the act of 1827 from the length of time my memory is very obscure, re-examined by defendants, I endeavored to put in the record of sales, all that the statute required to be put in and done, re-examined by plaintiff - I endeavored to make the record according to the law and the facts, that said lists which purported to have been made out by the Auditor of State he said Phelps found in said office among the files when he first became Auditor of Union County in 1823 They showed year by year the taxes unpaid prior to 1820 in separate columns with sum total at the end, they showed the taxes of 1819 he thinks and delinquencies from 1800 or thereabouts he does not know how those lists came to be in said office, he thinks from his usual mode of doing business he signed the list which he sent to the Auditor of State. The County of Union was organized in 1820 and the land in controversy in this cause lay in Delaware County, previous to the organization of Union County, there were no County duplicates of taxes in Union County prior to 1820, the fact that the advertisement mentioned in the previous testimony was printed in the Ohio State Journal a weekly paper at the times following and at no other time is admitted by plaintiff to wit, November 6, 1828, November 13, 1828, November 20, 1828, and November 27, 1828 but the plaintiff reserves the right to object to any proof thereof being relevant or admissible, and thereupon the plaintiff having closed the evidence on his part, all of which is herein before stated, the defendants moved the Court for a nonsuit, which motion being heard, the Court overruled the motion, to which the defendants excepted, And thereupon the parties gave in evidence records, documents, and depositions which are in the words and figures following (Here insert the papers marked X) and thereupon no other evidence being offered by either party, and the Court being fully advised in the premises do find that the

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defendants are guilty of the trespass and ejectment in the declaration mentioned, and do assess the damages at one cent and thereupon the defendants moved for a new trial, upon the ground that the verdict upon the facts as above in evidence and the law should have been for the defendants, the Court overruled said motion to which ruling of the Court the defendants excepted, therefore it is considered by the Court that the plaintiffs recover of the defendants their term yet to come in the premises in the declaration mentioned, together with the damages aforesaid and costs of this suit and that execution issue accordingly.

Attest John Cassil, Clerk

#1.95

Matter of the Heirs and Legal
Representatives of Benjamin
Boisjean decd

Pleas before his Honor James L. Torbert Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand, eight hundred and forty eight. Well remembered that heretofore, to wit, on the 5th day of October A.D. 1847 came Benjamin Boisjean et al, by R. Thomas their Solicitor, & filed in the Office of the Clerk of the Court aforesaid their Petition in the words and figures following, to wit, To the honorable Court of Common Pleas within and for the County of Union and State of Ohio, Your Petitioners Benjamin Boisjean, Peter Boisjean, James Boisjean, John Kerr and Mary A. his wife late widow of Benjamin Boisjean decd, William P. Boisjean, Louisa Boisjean and Emma Boisjean, the said William P., Louisa, and Emma being minors by their next friend John Kerr, and Benjamin B. Baughn, and James B. Baughn also minors by their next friend James B. Cogbill, represent to your honors that they are the only heirs at Law and legal representatives of Benjamin Boisjean decd, that the said Benjamin Boisjean Boisjean decd in his lifetime entered in to a Little Bond or obligation for the sale and conveyance of the following described tract of land in the County of Union State of Ohio to wit, Lot number One (No 1) in Survey Number five thousand one hundred and thirty four (No 5134) entered in the name of John Pridel, Beginning at a stake in the Centre of the Early Road (corner to Lot No 4) thence N 36^o E with a line of the original Survey 203 poles to two sycamores and an elm - Thence N 53^o E with another line of the original Survey 108 poles to two beeches and a water beech, thence N 36^o W with a line of Lot No 1 - 161 poles to a stake in the Centre of Early Road witness a Sugar and water beech - Thence with the road S 78^o W (described by mistake in the Little bond as N 78^o E) to the beginning containing one Hundred and thirteen acres more or less. To one Jesse Mitchell of the County of Union Ohio, in consideration of the sum of Five hundred and sixty five dollars to be paid by the said Jesse Mitchell to the said Benjamin Boisjean decd as follows, to wit, Three hundred dollars on the 1st day of November A.D. 1840, and one Hundred and thirty two dollars

and fifty cents with interest thereon in one year from the delivery of the said Title Bond, and one hundred and thirty two dollars and fifty cents with interest thereon in two years from the delivery of the said Title Bond. The said Title Bond was dated May the 15th A.D. 1840 and was delivered to the said Mitchell between that time and the 1st day of November A.D. 1840 for which said several sums of money the said Jesse Mitchell gave his three promissory notes payable as aforesaid, upon the payment of which said notes with the interest that might accrue thereon the said Benjamin Boifear decd bound himself to make and execute to the said Jesse Mitchell a deed of General warranty for the aforesaid described premises, the original of which said Title Bond is herewith filed marked A and made a part of this Bill. Your Petitioners further represent that the said Benjamin Boifear decd departed this life before the completion of the said Title Bond or obligation on his part to be completed or performed, and that the said Jesse Mitchell hath in all respects fully complied with the requisitions of the said Title Bond on his part to be complied with, and your petitioners being desirous of completing the said obligation or Title Bond on the part of the said Benjamin Boifear decd but are unable so to do from the fact of some of your petitioners being minors and under the ages of 18 and 21 years, your petitioners would therefore pray your honorable court to appoint and authorize some suitable person to fully complete the said obligation or Title Bond of the said Benjamin Boifear decd with authority to make and execute a deed of conveyance for the aforesaid premises to the said Jesse Mitchell, for and on behalf of your petitioners according to the terms and stipulations of said Title Bond or obligation, and your Petitioners will ever pray &c. By K. Thomas their Solicitor. The said exhibit marked A above referred to and filed with said petition reads in the words and figures following to wit. Know all men by these presents that I Benj^r Boifear of the Town of Petersburg and State of Va^a am held and firmly bound unto Jesse Mitchell of Union County & State of Ohio in the sum of one thousand one hundred and thirty dollars to be paid to the said Jesse Mitchell his heirs, Executors or Admin^{rs} as witness my hand and seal this 12th day of May one thousand eight hundred & forty. The condition of the above obligation is such that whereas the said Benj^r Boifear hath this day sold to the said Jesse Mitchell the following piece or parcel of land in the County of Union & State of Ohio aforesaid to wit. Lot (No 1) number one in Survey (No. 57311) entered in the name of John Pride, Beginning at a stake in the centre of the Darby Road (corner to lot No 4) Thence S. 36 1/2 E. with a line of the original Survey 203 poles to two hickorys & an elm, Thence N. 53 1/2 E. with another line of the original Survey (100 poles) to two beeches & a water Beech, Thence N. 36 1/2 W. with a line of lot No 1-161 poles to a stake in the centre of the Darby Road, witness by a sugar & water

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Beech Thence with the Road N. 78. E. to the Beginning, Conty. One hundred and thirteen acres more or less for the consideration of the sum of five hundred & sixty five dollars. Three hundred dollars of which is to be paid on the first day of November next. One half of the ballance say One hundred and thirty two dollars & fifty cents, with the interest thereon in one year from the delivery of this Contract Bond, & the other half of the ballance say one hundred & thirty two dollars & fifty cents with the interest thereon in two years from the same time ofore said according to the tenor & effect of three certain notes given for said sums to B. Boisseau by J. Mitchell & payable as aforesaid. Now if the said Mitchell shall well and truly pay to the said Boisseau the said notes when they shall become due and payable with the interest which may have accrued then the said Boisseau is to make & execute unto the said Mitchell his heirs or Assigns a deed of general warranty for the said land, but if the said Mitchell shall fail to make payment of the notes as aforesaid, then & that case this obligation to be void and of no effect.

B. Boisseau Recd. The said Title Bond contains the following endorsement "The notes mentioned within have been paid in full. W. Thomas for B. Boisseau" And afterwards to wit on the 6th day of October A. D. 1847 This cause was continued, And afterwards to wit. on the 25th day of April A. D. 1848 This petition came on to be heard upon the petition, proofs and testimony, and the Court having fully examined the same are satisfied that the said Title Bond or obligation was made and entered into by the said Benjamin Boisseau decd in his life time (and that the said Jesse Mitchell hath in all respects complied with the parts of the said Title Bond or obligation to be by him complied with) and that the said Benjamin Boisseau decd before his death failed to comply with the terms of said obligation or Title Bond on his part to be complied with. The Court do further find that the said Benjamin Boisseau, Peter Boisseau, James Boisseau, William P. Boisseau, Louisa Boisseau, Emma Boisseau, John Kerr and Mary A. Kerr, formerly the widow of the said Benjamin Boisseau decd. and Benjamin B. Vaughan and James B. Vaughan are the only heirs and legal representatives of the said Benjamin Boisseau decd. The Court do therefore order and decree that Wm. Thomas as, whom they deem a suitable person for that purpose be authorized and appointed to fully complete the said Title Bond or obligation of the said Benjamin Boisseau decd. and further to make and execute a deed of conveyance for and on behalf of the said heirs and legal representatives of the said B. Boisseau decd. for the premises in the said petition described, according to the terms and stipulations of said Title Bond or obligation of the said Benjamin Boisseau decd. and to deliver the said deed to the said Jesse Mitchell and it is further ordered that the said petitioners pay the costs of this suit.

Matter of the Heirs &
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Matter of the Heirs &
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Plead before his Honor James L. Forbert Esq, President and James R
Smith, Christian Myers, and Levi Phelps his Associates, Judges, at
a Court of Common Pleas begun and held at the Court House in the Town
of Marysville, within and for the County of Union and State of Ohio, on
the twenty fifth day of April in the year of our Lord one thousand eight
hundred and forty eight. Be it remembered, that heretofore to wit, on
the 5th day of October A.D. 1847 came Benjamin Boisseau et als by R.
Thomas their Solicitor, and filed in the office of the Clerk of said Court,
their Petition in the words and figures following, to wit, To the Honorable
Court of Common Pleas within and for the County of Union and State
of Ohio, Your petitioners Benjamin Boisseau, Peter Boisseau James Boisseau
John Kerr and Mary A. his wife late widow of Benjamin Boisseau decd,
William P. Boisseau, Louisa Boisseau and Emma Boisseau, the said
William P., Emma, and Louisa being minors, by their next friend John
Kerr, and Benjamin B. Vaughn and James B. Vaughn also minors,
by their next friend James B. Logbill, represent to your honors, that
they are the only heirs at Law and legal Representatives of Benjamin Boisseau
decd that the said Benjamin Boisseau decd, in his life time entered
into a Title Bond or Obligation for the sale and conveyance of the following
described tract of land in the County of Union and State of Ohio, to wit, Lot
number four (No 4) in Survey number Five thousand one hundred and
thirty four (No 5134) Beginning at a stake in the centre of the Darby Creek Road
in the west line of the original Survey Thence S. 36 1/2 W. 117 poles to a small
beech and two sugar trees, Thence N. S 3 1/2 E. 117 poles [described in Bond by
mistake S. 53 1/2 E.] to a stake - Thence S. 36 1/2 E. 171 poles with the line of Lots
Nos 5 & 3 to a stake also in the centre of the Darby Creek Road Thence along
the said S. 78 W. [described in Bond by mistake N. 78 E] to the beginning contain
ing one hundred and eight acres (108). To one David M. Boal of the State of
Ohio, in consideration of the sum of Five hundred and forty dollars to be
paid by the said David M. Boal to the said Benjamin Boisseau decd as
follows, to wit, one hundred dollars on the delivery of the said Title Bond, and
the balance of Four hundred and forty dollars, in twelve months thereafter
with interest thereon, for which said sum of \$440 dollars the said David M.
Boal gave his promissory note payable as aforesaid after having paid
the aforesaid \$100 dollars on the delivery of the said title Bond in considera
tion of which and upon the payment of the said note of \$440 dollars when due
as aforesaid with the interest thereon, the said Benjamin Boisseau decd
bound himself to make and execute to the said David M. Boal a
Deed of General Warranty for the aforesaid described premises, [The
original of which said Title Bond is herewith filed marked A and
made a part of this Bill] Your petitioners further represent that the
said Benjamin Boisseau decd departed this life before the completion
of the said title bond or obligation on his part to be completed and per
formed, and that the said David M. Boal departed this life without
having fully paid up and completed the said Title Bond and obliga
tion on his part to be performed and completed - Your petitioners would

however further represent that since the death of the said David M Boal his Administrator has fully paid up and completed the said Title Bond entered into as aforesaid by the said David M Boal. And your petitioners, being desirous of completing the said obligation or Title Bond on the part of the said Benjamin Boisseau, decd, but are unable so to do from the fact of some of your petitioners being minors, under the ages of 18 and 21 years, your petitioners would therefore pray your honorable Court, to appoint and authorize some suitable person to fully complete the said obligation or Title Bond of the said Benjamin Boisseau decd, with authority to make and execute a deed of conveyance for the aforesaid premises to the Heirs at Law of the said David M Boal who are your petitioners are informed, James S Boal, George M Boal, Margaret F Boal, who intermarried with Sackley Reid, Colynna B Boal, Martha Eliza Boal, Cornelia A Boal, and Anne P. S. Boal, for and on behalf of your petitioners according to the terms and stipulations of the said Title Bond or obligation, and your petitioners will ever pray &c. By H. Thomas their Solicitor. The said exhibit marked A. above referred to, and filed with said petition reads in the words and figures following, to wit. Know all men by these presents that S. Benjamin Boisseau of the Town of Petersburg and State of Va. am held and firmly bound unto David M Boal of the state of Ohio, in the sum of one thousand & eighty dollars, as witness my hand & seal this 17th day of May, one thousand eight hundred and forty. The condition of the above obligation is such that whereas the said Boisseau has this day sold to the said David M Boal the following piece or parcel of land to wit. Lot number four (404) in Survey (A 5134) number five thousand one hundred & thirty four, beginning at a stake in the centre of the Darby Creek Road, in the west line in the original Survey, thence N. 36 1/2 N. 117 poles to a small beech and two sugar trees, thence S. 53 1/2 E. 120 poles to a stake, thence S. 36 1/2 E. 171 poles with the lines of Lot 40. 5 & 3 to a stake also in the centre of Darby Creek Road thence along the sd Road, N. 78. E. to the beginning - Cont 9 one hundred & eight (say 108) acres for the consideration of the sum of Five Hundred & forty dollars, one hundred dollars of which is to be paid on the delivery of this Title Bond, and the balance is to be paid in twelve months from that time with interest thereon, so if the said Boal shall well & truly pay the said balance amounting to Four hundred & forty dollars & the interest which may have accrued, then the said B. Boisseau binds himself his heirs to make and execute a deed of general warranty for the sd piece or parcel of land aforesaid to the said S. M. Boal or his heirs & assigns, but if the said Boal shall fail to make the payment of the sd four hundred & forty dollars and interest aforesaid, the above obligation to be void and of no effect. B. Boisseau Seal The said Title Bond contains the following endorsements in words and figures as follows, to wit. "Received on the above obligation of David M Boal one hundred dollars being the cash payment, July 5th 1840 Kendall Thomas for Wray Thomas agt B Boisseau" "Received of David M Boal eighty dollars on the within title bond Nov 19. 1840 which is to be credited on his note B Boisseau

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Samuel Brush
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By Wray Thomas, "Jan 27, 1841 received of J. M. Boal twenty eight dollars which has been credited on his note, B. Boisseau By W. Thomas, "Received on the within fifty dollars May 1st 1841 which has been on note, B. Boisseau By Wray Thomas, "Received on the within one hundred dollars June 6, 1841 which has been on note, B. Boisseau By Wray Thomas, "June 5, 1843 recd on the within twenty seven dollars which has been credited on note, B. Boisseau By W. Thomas, "Sep 13, 1843 recd on the within fifteen dollars paid to Boal, B. Boisseau By Wray Thomas, "Dec 14, 1843 By cash on the within one hundred and thirty dollars, K. Thomas for W. T. "May 14, 1844 By cash on the within twenty dollars, K. Thomas for W. T. "And afterwards to wit, on the 6th day of October A.D. 1847 this cause was continued. And afterwards, to wit, on the 25th day of April 1848 this petition came on to be heard upon the petition, proofs and testimony and the Court having fully examined the same are satisfied, that the said Title bond or obligation was made and entered into by the said Benjamin Boisseau decd in his life time, and that the said David M. Boal hath departed this life, and that his administrators hath in all respects completed the said Title bond or obligation on the part of the said David M. Boal to be performed, and that the said Benjamin Boisseau decd before his death failed to comply with the terms of said Title bond or obligation on his part to be completed, the Court do further find that the said Benjamin Boisseau, Peter Boisseau, James Boisseau, William P. Boisseau, Louisa Boisseau, Emma Boisseau, John Kerr and Mary A. Kerr formerly the widow of the said Benjamin Boisseau decd, and Benjamin B. Vaughan, and James B. Vaughan are the only heirs and legal Representatives of the said Benjamin Boisseau decd. The Court do therefore order and decree that Wray Thomas whom they deem a suitable person for that purpose, be authorized and appointed to fully complete the said Title bond or obligation of the said Benjamin Boisseau decd, and further to make and execute a deed of Conveyance, for and on behalf of the said Heirs and legal Representatives of the said Benjamin Boisseau decd, for the premises in the said petition described to the Heirs at Law of the said David M. Boal, according to the terms and stipulations of said Title bond or obligation of the said Benjamin Boisseau decd, and to deliver the said deed to the Heirs at Law of the said David M. Boal decd, and it is further ordered that the petitioners pay the costs of this suit.

Attest John Cassil Clerk.

#1-85

Samuel Brush
vs
James S. Alexander
et als

Pleas before His Honor James L. Torbert Esq, Resident, and James R. Smith, Christian Myers and Levi Phelps his Associates, Judges at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville, within and for the County of Union, and State of Ohio on the twenty fifth day of April in the year of Our Lord, one thousand Eight hundred and forty eight. Be it remembered that

heretofore, to wit, on the 25th day of April A. D. 1848. Came Samuel Brush in his own proper person, and filed herein the following writing obligatory and power of attorney, to confess judgment therein, which said writing obligatory and power reads in the words and figures following, to wit, August 1st 1847 (\$1029⁷⁵/₁₀₀) For value received, we jointly and severally promise to pay S. Brush, the sum of one thousand and nine dollars, ninety seven cents with interest, for the use of the following persons, in the following proportions to wit, Tweedy Barrows & Sewell the sum of \$460²⁵/₁₀₀, Fisher, Blashfield & Co \$41, Seaver & Barrows \$60⁷⁵/₁₀₀, Perkins, Brooks & White \$384³⁰/₁₀₀ and Towns send, Sayre & Clark \$63⁷⁵/₁₀₀. To be paid as follows, one half on or before the twenty eighth day of October next and the other half on or before the 1st day of March next, and we hereby authorize and empower any Attorney, at law, in the state of Ohio, or elsewhere for us and in our names to waive the issuing and service of process and notice, enter an appearance for us and confess a judgment against us for the amount of the above obligation and interest and costs, when due, in favor of the holder hereof, in any court of record in the state of Ohio, or elsewhere, and to release all error and writs of error, as witnesses **our** hands and seals, J. S. Alexander Seal, Joshua Marshall Seal, Alexander R Bowen Seal. The said writing obligatory and power had the following credits endorsed in words and figures following to wit, "Two hundred & fifty dollars, paid as per receipt delivered to Mr Pickett Nov 1-1847, S. Brush." "Two hundred and twenty five dollars paid March 4th 1848, S. Brush." And afterwards to wit on the 25th day of April A. D. 1848, the plaintiff in his proper person filed herein his declaration which reads in the words and figures following, to wit, State of Ohio, Union County Court of Common Pleas, of the Term of April one thousand eight hundred and forty eight, Union County ss. Samuel Brush Plaintiff in his own proper person complains of James S. Alexander, Joshua Marshall, and Alexander R Bowen defendants of a plea, that they render to the said plaintiff the sum of one thousand and nine dollars and ninety seven cents, of lawful money of the United States, which they owe and unjustly detain from him. For that, whereas, the said defendants heretofore to wit, on the first day of August one thousand eight hundred and forty seven at Marysville in the County of Union and State of Ohio, and within the jurisdiction of this Court, by their certain writing obligatory, sealed with their seals and now here shown to the Court, the date whereof is the day and year aforesaid For value received, jointly and severally promised to pay the said plaintiff, the sum of one thousand and nine dollars, ninety seven cents with interest, one half on or before the twenty eighth day of October next ensuing and the other half on or before the first day of March next ensuing, yet the said defendants (although often requested so to do) have not nor has either of them paid the said sum of one thousand and nine dollars and ninety seven cents, above demanded, or any part thereof, to the said plaintiff but have hitherto wholly neglected and refused, and still neglect and refuse so to do. And whereas, also, the said defendants afterwards, to wit, on the

first day of April in the year of Our Lord, one thousand eight hundred and forty eight, in the County aforesaid, were indebted unto the plaintiff in the further sum of Two thousand Dollars, for the price and value of goods then and there sold, and delivered by the Plaintiff to the Defendants at their request; also in the further sum of Two thousand Dollars, for work and labour, then and there done, and materials, for the same provided by the Plaintiff for the Defendants at their request; also in the further sum of Two thousand Dollars, for so much money then and there by the plaintiff lent and advanced to, and paid, laid out and expended for the Defendants at their request; also in the further sum of Two thousand Dollars, for so much money then and there had and received by the Defendants for the use of the plaintiff, and also in the further sum of Two thousand Dollars, found to be due from the Defendants to the Plaintiff on an account then and there stated between them; and so being indebted, the said Defendants, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there promised the Plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do, yet the said Defendants, although often afterwards requested, have not, nor has either of them paid the said several sums of money, or any part thereof, to the Plaintiff, have hitherto wholly neglected and refused so to do, and still do neglect and refuse to the damage of the plaintiff of Five hundred Dollars, and therefore he brings suit, &c. J. S. Brush in propria person. The said Declaration contained the following endorsement upon its back: "Sept \$1009.97 Jan 35.80, due in Equity \$570.77" And afterwards to wit, on the 25th day of April A. D. 1848, the Defendants by James L Bates their Attorney filed herein their plea, which reads in the words and figures following to wit, James S. Alexander, Joshua Marshall & Alexander R. Bowen vds Samuel Brush, Union Corn, Pleas April Term A. D. 1848, In debt. And the said Defendants come and say that they cannot gainsay the action of the said Plaintiff but confess that they do owe, and are indebted unto the said plaintiff in the sum of One thousand and nine Dollars, and ninety seven cents, and that the plaintiff has sustained damage by reason of the detention thereof at thirty five Dollars and eighty cents, and by virtue of a Power of Attorney for that purpose, executed by Defendants judgment is confessed for the said sum of One thousand and nine Dollars and eighty cents, debt, and the said sum of thirty five Dollars and eighty cents damages and all error and wits of error are released, James L Bates Attorney for Defendant. And afterwards, to wit, on the 25th day of April A. D. 1848, this day came the Plaintiff in his proper person and filed his Declaration against the said James S. Alexander Joshua Marshall & Alexander R. Bowen and thereupon James L Bates one of the Attorneys of this Court appeared in behalf of said Defendants, and by virtue of a warrant of Attorney for that purpose executed by the said Defendants and waived the issuing and service of process and filed herein a plea in behalf of said Defendants and thereby acknowledged that the said Defendants do owe and are indebted to the said Plaintiff in the sum of One thousand and

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nine dollars and ninety seven cents, and that said plaintiff has sustained damages by reason of the detention thereof to thirty five dollars and eighty cents, therefore it is considered that the said Plaintiff recover of the said defendants the said sum of one thousand and nine dollars and ninety seven cents his debt aforesaid, and the sum of thirty five dollars and eighty cents his damages, and also his costs in this behalf expended taxed to Dollars, and by virtue of the same warrant of Attorney, all error is released and thereupon the plaintiff came and recited Four hundred and ninety five dollars of the above judgment, said sum having been paid since said Power of Attorney was executed.

\$1.50 Attest John Cassil Clerk.

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Jacob Bowersmith
vs
Samuel Medary
John A Bryan et al

Pleas before his Honor James T. Torbert Esq. President, and James Reswith, Christian Myers and Levi Phelps his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord, one thousand eight hundred and forty eight, Best remembered that heretofore, to wit, on the 12th day of October A.D. 1844 came Jacob Bowersmith by P. B. Cole his Solicitor, and filed in the Office of the Clerk of the Court aforesaid, his Bill in Chancery in the words, and figures following, to wit. To the Court of Common Pleas within and for the County of Union and State of Ohio, when in Chancery sitting, Humbly complaining sheweth unto your Honors your Orator Jacob Bowersmith of the County of Union and State aforesaid that on or about the 12th day of Dec 1840 your Orator sold to one Stephen Latimer the two following described tracts of land situate in said County of Union the first described as follows, part of Survey No 2992 beginning at an ironwood and white oak S. E. corner to Christian Myers, thence S. E. 205 poles to a hickory and red oak, S. W. corner to Asa Robinson, thence S. W. 80 poles to a maple S. E. corner to Daniel Small's land, thence N. E. W. 205 poles to sugar tree ash and ironwood N. E. corner to Mr Mc Crawley's land, thence N. S. E. 80 poles to the place of beginning, containing 102 acres and 80 perches. The 2^d tract is part of Survey No 2992 beginning at a small beach in the line of Leonard Turner thence N. S. E. 83 poles to an elm on the line of Jacob Bowersmith, thence with said Bowersmith's line N. 90 W. 50 poles to two sugar trees corner to J. Mc Crawley's land, thence with said Mc Crawley's line S. 81 W. 77 poles to two sugar trees in said Turners line, thence with his line S. 80 E. 50 poles to the beginning containing 25 acres. The first of the two tracts of land above described your Orator deceded to the said Latimer on the 10th day of December 1840 and before your Orator made a deed for the last tract above described the said Latimer sold both tracts to one John A Bryan, a ballance of four hundred dollars being then due your Orator from said Latimer as part of the purchase money of said tracts of land. Your Orator further represents that when said sale from Latimer to said Bryan was made your Orator then made a deed directly to said Bryan for the 2^d tract above described, bearing date September 25th 1841 and took from said Bryan his note of hand

for four hundred dollars of the last mentioned date, payable June 1st 1842
 being for the balance of the purchase money of said lands on which note the
 said Bryan has since paid only about one hundred dollars, the balance
 with the interest remaining due and unpaid which unpaid balance your
 orator claims as lien upon said tracts of land, Your orator further repre-
 sents that some time in June 1844, two executions issued from the Court
 of Common Pleas of Franklin County, and State of Ohio, against the said
 Bryan one in favour of M^r Hrain Snider and Co, the other in favour of the
 Wooster Bank directed to the Sheriff of Union County, Ohio, who by virtue
 of said executions proceeded to levy on the aforesaid tracts of land to satisfy
 the same on the day of June 1844 and said lands were regularly offered
 for sale by W^m Steele Sheriff as aforesaid but was not sold for want of bidder
 afterwards on the 10th day of September 1844 said lands were again regularly
 offered for sale by said Sheriff to satisfy said judgments in favour of M^r Hrain
 Snider & Co & The Wooster Bank as aforesaid and were struck off to one
 Samuel Medary of Franklin Co. O. for the sum of \$ Your orator
 here charges that before said lands were levied on as aforesaid the said
 M^r Hrain Snider & Co & the Agent of the Wooster Bank had notice of your
 orator's said lien on the lands aforesaid. Your orator further represents that
 the said Samuel Medary also had notice of your orator's said lien on said
 land previous to the purchase of the same. Your orator further repre-
 sents that he is informed and believes that the money arising from the
 sale aforesaid of said lands will be sufficient to satisfy both of said ex-
 ecutions and leave about four hundred dollars in the hands of the
 Sheriff aforesaid. The prayer of your petitioner is that the said Samuel
 Medary, William Steele Sheriff aforesaid and the said John A Bryan
 be made defendants hereto, and that an account be taken of how much
 is yet due your orator for his principle and interest aforesaid, and that
 said Steele Sheriff aforesaid be ordered to pay your orator what is justly
 due him on his claim aforesaid from the unappropriated money in his
 hands from the sale of said lands if sufficient, and if not sufficient
 that he pay your orator's said claim first from the proceeds of the sale of
 said lands. And grant your orator such other and further relief as
 equity and good conscience may require, and your orator as in duty
 bound will ever pray &c. P. B. Cole Sol for Compl^r. And afterwards to
 wit on the 12th day of October A. D. 1844 a subpoena was issued directed to the
 Sheriff of Union County, which said writ and return thereon reads in
 the words and figures following to wit. The State of Ohio, Union County ss. To the
 Sheriff of the County of Union Greeting: We command you, that you summon
 Samuel Medary, W^m Steele & John A Bryan to appear before the Judges
 of our Court of Common Pleas, at the Court House, on the first day of
 the term next ensuing, to answer a Bill in Chancery exhibited against
 them by Jacob Bowersmith and that they shall in no wise omit, under the
 penalty of one thousand dollars, and have then and there this writ.
 Witness John Cassid, Clerk of our said Court, at the Court house, this 12th day of Octo-
 ber A. D. 1844. L. S. John Cassid Clerk of Com Pleas. I acknowledge, escrow

on the within Oct 12 1844 W. M. Steele, served on Samuel Medary by certified copy November 13 1844 P. D. Cole, said writ was returned Febry 31st 1845 and afterwards, to wit, on the 31st day of February A.D. 1845 a sub poena was issued directed to the Sheriff of Franklin County, which reads in words and figures as follows, to wit, The State of Ohio, Union County, ss. To the Sheriff of Franklin County Greeting: We command you that you summon John Bryan to appear before the Judges of our Court of Common Pleas, at the Court House on the first day of the Term next ensuing, to answer a Bill in Chancery exhibited against him and others by Jacob Bowersmith, and this he shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ, Witness John Cassil, Clerk of our said Court at the Court House in Marysville this 31st day of February A.D. 1845 John Cassil, Clerk of Com. Pleas, P. C. O. Seal. And afterwards, to wit, on the 28th day of February A.D. 1845 the said Sheriff returned said writ, endorsed, 'served on the above named John Bryan by leaving a copy at his residence. W. Conigan Suff. By J. Graham Sept. 25 1845.' And afterwards, to wit, on the 19th day of August 1845 the said Samuel Medary by Swaine & Bates his solrs. came and filed his answer herein which reads in words and figures as follows. The separate answer of Samuel Medary to the bill of Complaint exhibited against him and others by Jacob Bowersmith This defendant for answer to so much of said Bill as he is advised it is material for him to answer says, that the judgment in favour of the Bank of Wooster and the one in favor of Mc Elvain Snyder & Co were as he is informed and believes rendered in Franklin County, and executions issued as stated in said bill and levied upon said premises, This respondent further states that said two judgments now belong to this defendant and are wholly unsatisfied in whole or in part, that said land so levied upon as aforesaid was sold by the Sheriff of Union County to said Medary, and that said sale was set aside by the Com Pleas of Franklin County, when the execution was returned, As to the other matters and things set forth in said bill this defendant has no knowledge and having fully answered he prays to be hence dismissed with his reasonable costs, Swaine & Bates Solrs for Medary. And afterwards to wit at the August Term of said Court 1845 this Cause was continued, and afterwards, to wit, on the 29th day of October A.D. 1845 this Cause came on to be heard upon the Bill, answer of Samuel Medary (the other defendants still failing to appear plead answer or demurs to said Bill) the exhibits and testimony, and was argued by counsel and thereupon the Court do order that as to the defendants except said Medary the said Bill be taken for confessed and the Court finding there is due from said Bryan to said Complainant the sum of \$366 it being the ballance due of the purchase money of said premises and that the said judgments in favor of the Bank of Wooster and Mc Elvain Snyder & Co now belong to said Medary and that there is due from said Bryan to said Medary on said judgment in favor of the Bank of Wooster the sum of \$2051.50 and \$73.75 costs with interest from the 3 day of May A.D. 1842 and there is due from said Bryan to said Medary \$771.13 and \$12.84 costs with interest from the 19th day of March A.D. 1840 on the judgment in favor of Mc Elvain Snyder & Co. They do order that said Bryan pay to said Bowersmith and Medary the said sums so found due within ten days from the rising of this

Court and in default thereof that this case be referred to the Sheriff of Union County to proceed and sell said premises as upon Executions at Law and bring the money into Court and that he make return of his proceedings to the next term of this Court to which time this cause is continued. And afterwards to wit, on the the 15th day of April 1846 the said Sheriff made his report herein in words and figures following to wit. Received this writ Nov 25th 1846 in conformity with the command of this writ I had the within described real estate appraised by the oath of Isaac Anderson Alexander R Bowen & Jan A Stuart freeholders of Union County at Fifteen dollars per acre and returned a copy of said appraisement to the Clerks office and advertised the same in the Eagle a newspaper published and in general circulation in said County for sale at the door of the Court House in said County on the 13th day of April 1846 between the legal hours April 13th 1846 having advertised the within described real estate for more than 30 days I offered the same for sale as the Law required and not sold for want of bidders, W^m M Robinson Sheriff. And afterwards to wit, at the April Term of said Court A.D. 1846 this Cause was continued under former order. And afterwards to wit, at the July Term of said Court 1846 this cause was continued under former order. And afterwards to wit, on the 15th day of October A.D. 1846 the said Sheriff made his further report in the words and figures following to wit. Advertised the within described real estate (which is more particularly described in the Bill) in the Argus a newspaper published and in general circulation in Union County Ohio, having previously had the same appraised and returned a copy of the appraisement to the Clerks office as the Statute requires, for sale at the door of the Court House in Marysville in said County on the 14th day of Oct. A.D. 1846 Between the hours of 10 o'clock A.M. & 4 o'clock P.M. offered the above described real estate as above not sold for want of bidders, W^m M Robinson Sheriff. And afterwards to wit, on the 5th day of May A.D. 1847, the said Sheriff made his further report herein in words and figures following to wit. Received this writ March 11th 1847 In obedience to the within Command I duly advertised the land in the bill described 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 23rd day of April A.D. 1847 between the hours of ten o'clock A.M. and four o'clock P.M. 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 sale for want of bidders, Philip Snider Sheriff. And afterwards to wit, at the May Term of said Court A.D. 1847 this Cause was continued under former order. And afterwards to wit, at the August term of said Court 1847 this Cause was continued under former order. And afterwards to wit, at the October Term of said Court A.D. 1847 this cause was continued under former order. And afterwards to wit on the twenty fifth day of April A.D. 1848. (The Sheriff of said County having returned said premises as sold.

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under an order of sale, made by said Court in the case of John A Bryan
vs Jacob Bowersmith et al (for which see next record) this case was finally
disposed of and the said decree satisfied in full by sale of said
land which was confirmed by said Court and a deed ordered to
be made to the purchaser.

72.81

Attest, John Cassil, Clerk

John A Bryan
vs

Jacob Bowersmith et al

Pleas before his Honor James T. Torbert Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio on the twenty fifth day of April in the year of our Lord One thousand eight hundred and forty eight. Be it remembered that heretofore, to wit, on the 9th day of April A.D. 1848, came John A Bryan by Allison & Curry his solicitors and filed in the Clerks office of this Court aforesaid his Bill in Chancery, in the words and figures following to wit. To the Court of Common Pleas of Union County, Ohio, in Chancery sitting, John A Bryan of Columbus, Ohio, represents that in the year 1840 one Stephen Latimer purchased of one Jacob Bowersmith of Union County, Ohio, the following described Real estate situate in the said County of Union being part of Survey No. 2992 bounded and described as follows viz. Beginning at an iron wood and white oak south east corner to Christian Myers; thence S. 8° E. 205 poles to a hickory and red oak S. W. corner to Asa Robinson; thence S. 8° W. 80 poles to a maple S. E. corner to Daniel Duvall's land, thence N. 8° W. 205 poles to a sugar tree ash and iron wood S. E. corner to Mr. M. Cawley's land, thence N. 8° E. 80 poles to the place of beginning containing one hundred and two acres and eighty perches; also the following described tract of land, viz. situate in said Union County and being part of said Survey No. 2992; Beginning at a small beach in the line of Leonard Turner, thence N. 81° E. 83 poles to an elm in the line of Jacob Bowersmith; thence with said Bowersmith's line N. 90° W. 50 poles to two sugar trees corner to J. M. Cawley's land; thence with said Cawley's line S. 81° W. 77 poles to two sugar trees in said Turner's line, thence with his line S. 80° E. 50 poles to the beginning, containing twenty five acres. That your Orator in the year 1841 purchased said real estate from said Latimer, that there then remained due to said Bowersmith from said Latimer four hundred dollars of the purchase money for said Real estate for which sum of four hundred dollars your Orator executed to said Bowersmith his note of hand, a part of which he subsequently paid to the said Bowersmith. Your Orator further states, that M. Hoain Snyder & Co obtained a judgment at law against him, on the 19th of May 1840 for \$771.13 together with \$12.84 costs; and that the Bank of Wooster obtained a Judgment at law against him on the 3rd day of May 1842 for \$2051.50 together with \$ costs, said judgments were rendered in the Court of Common Pleas of Franklin

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County, Ohio, and executions under the same issued to the Sheriff of Union County aforesaid in the year 1844 and were by said Sheriff levied upon said real estate, your Orator having fully paid off the said judgment in favor of M. Hiram Snyder & Co. previous to said levy. Your Orator further states that previous to the time of said levy by said Sheriff of Union County other executions had issued under said judgment in favor of the Bank of Wooster against your Orator by virtue of which certain real estate in the County of Williams, Ohio, belonging to your Orator had been sold at a ruinous sacrifice but the product or price of which had nevertheless paid off the judgment of the said Bank of Wooster except about five hundred dollars. Your Orator further states that in the year 1843 one Samuel Medary of Franklin County, Ohio, purchased the judgment aforesaid of M. Hiram Snyder & Co. against your Orator after its payment in full by your Orator as aforesaid and also the judgment aforesaid of the Bank of Wooster against your Orator. That the said Sheriff of Union County on the 10th day of September 1844 regularly offered said Real Estate for sale under said executions to him issued as aforesaid, and struck off the same to said Samuel Medary for the sum of a sum much more than sufficient to pay the then unpaid balance of said judgment of said Bank of Wooster against your Orator, and also to pay to said Bowersmith the unpaid balance of the said note given him as aforesaid by your Orator. Your Orator further states and charges that upon the return of said sale being made to said Court of Franklin County by said Sheriff of Union County, said Medary procured and caused the same to be set aside. And your Orator further states that on the 12th day of October 1844 the said Bowersmith filed in the Court of Common Pleas of Union County aforesaid, his Bill in Chancery, setting forth the sale of said Real Estate by said Bowersmith to said Latimer as hereinbefore stated; and setting forth the sale of the same by said Latimer to your Orator as hereinbefore stated; and also the execution by your Orator of his note of hand to said Bowersmith for four hundred dollars the balance of purchase money due said Bowersmith, as hereinbefore stated, and also the subsequent payment of one hundred dollars thereof by your Orator to said Bowersmith; and setting forth the issuing of said executions in favor of M. Hiram Snyder & Co. and the Bank of Wooster against your Orator as hereinbefore stated; and also the sale of said Real Estate by said Sheriff of Union County under said executions, to said Samuel Medary as hereinbefore stated; and setting forth and charging that said M. Hiram Snyder & Co. and said Bank of Wooster and said Samuel Medary all had notice of said Bowersmith's lien upon said land for the balance of the purchase money, before said sale was made by said Sheriff of Union County to said Medary; and also that said money arising from said sale would be sufficient to satisfy both of said executions, and leave in the hands of said Sheriff of Union County about four hundred dollars; and the prayer of said Bill was that said Samuel Medary and said Sheriff of Union County

and your Orator might be made defendants to said Bill that an account might be taken of the amount still due said Bowersmith, and that said Sheriff of Union County might be ordered to pay to him the amount found to be due, out of the money arising from said sale, and the general prayer for relief. Your Orator further states that he had no notice of the pendency of said Bill of said Bowersmith, and no legal notice thereof was ever given him; that at the time of filing said Bill, and the issuing of the subpoena under the same, only a portion of the family of your Orator resided in the City of Columbus, Ohio, and your Orator at that time, and at the time when a copy of said subpoena was left at his late residence in said City of Columbus by the Sheriff of said Franklin County had left the United States, and was upon his outward voyage, under the appointment and instructions of the Government of the United States, to take his residence for an indefinite period near the Government of the Republic of Peru as Charge d'Affaires for the Government of the United States, and your Orator avers that he did remain near the Government of Peru aforesaid until long after the decision of said suit in January of said Bowersmith, and never had any actual notice of the pendency thereof until after the decision thereof. And your Orator further states and charges that the said Samuel Medary conspiring and confederating with the said Jacob Bowersmith and other persons to your Orator unknown for the purpose of fraudulently and unjustly injuring and oppressing your Orator by depriving him of all benefit of the payments made as aforesaid by the sale as aforesaid of his said Real Estate in Williams County, and compelling him to pay a second time for the benefit of said Medary and his said Confederates, the amounts previously paid upon said Judgment of said Mr. Hiram Snyder & Co, and the Judgt. of the said Bank of Wooster did in pursuance of his said purpose of fraud and oppression procure and cause the said sale made by said Sheriff of Union County to be set aside as aforesaid; and the said Medary in further pursuance of his said purpose of fraud and oppression, filed his answer to said Bowersmith's said Bill out of rule, by consent of said Bowersmith and therein alleged that said Judgt. of said Mr. Hiram Snyder & Co, and the Bank of Wooster remained wholly unpaid; and your Orator avers that no evidence or exhibits showing the amount still due upon said Judgment were adduced in said cause, but the said Medary and his said Confederates prepared a decree upon the basis of said Medary's said false averment in his said answer (not responsive to said Bill) and said decree was afterwards erroneously entered in said cause, thereby finding and decreeing as still due to said Bowersmith the sum of \$366.00 and to said Medary the whole of the original amounts of said Judgments of said Mr. Hiram Snyder & Co, and the Bank of Wooster with interest from the rendition thereof, and that your Orator should pay said sums within ten days; or that in default thereof the said Sheriff of Union County should proceed to sell said real estate as upon executions at Law, and bring the money into Court. Your Orator further avers that said Real Estate has not been sold under said decree

but the same is now advertised for sale by said Sheriff of Union County; And your Orator avers that he is injured and aggrieved by said decree and that the same is erroneous and ought not to have been rendered, and that he ought not to be bound thereby; Your Orator therefore prays that said Jacob Bowersmith and Samuel Medary may be made defendants to this Bill; That the writ of Subpoena may issue; That the said defendants be required and compelled to answer all and singular the premises; That said proceedings and decree may be reviewed and reversed; And that your Orator may be relieved in all and singular the premises according to equity and good conscience by Allison & Curry his Solicitors. (In this case subpoenas were regularly issued and returned served upon said defendants, which writs have been lost). And afterwards to wit. on the 16th day of June A.D. 1846 came Jacob Bowersmith by P. W. Cole his Solicitor and filed his answer herein in words and figures following to wit. Jacob Bowersmith et al vs John A. Bryan, Answer in Chancery, in Union Common Pleas. The separate answer of the said Jacob Bowersmith to the bill in Chancery exhibited against himself and others by John A. Bryan, and the said defendant comes and for answer to the Complainant's said bill or so much thereof as he is advised is material for him to answer to, says that the statements made by the Complainant in his said Bill in regard to the sale of the land by this defendant to him, and the note from Complainant to defendant for the balance of the purchase money, as well as the execution and levy on the lands for the benefit of Samuel Medary, this defendant believes to be true it is also true that said land was offered at Sheriff sale by the Sheriff of Union County and bid off by said Samuel Medary, and afterwards said sale was set aside, in motion to the Court, in consequence of the said Medary becoming convinced that this defendant's claim was a lien on the said premises preferable to the claims held by the said Medary, and this defendant further answering says that it is true that this defendant did on the day of October 1844 file his bill in Chancery against the said Bryan Medary & the Sheriff of Union County, disclosing his said lien on said land, and caused process to be regularly served upon the said defendants to his said Bill, that process was returned by the Sheriff of Franklin County, served on the said Bryan by leaving a copy at his residence and place of abode, which service the defendant charges was valid & legal. And this defendant further answering says that it is true that said Medary filed his answer to said bill out of rule by consent of this defendant or his attorney, which consent was given as a matter of courtesy, and this defendant has not been able as yet to discover in what way said consent could prejudice the right of any of the parties, although the plaintiff in this case seems to set up a claim that he has suffered in consequence thereof. And this defendant further answering says that said Bryan was represented in Court by an attorney, who got said cause continued one term in consequence of the absence of said Bryan, and at the second term after the filing of said bill to wit. at the October term 1845 this defendant obtained a decree against the said Bryan for the sum of \$366, as stated in Complainant's said bill which amount was justly due this defendant for the balance of the

purchase money of said land & interest thereon, as proof of which this defendant
 produced & filed in Court the note of hand against the said Bryan which claim
 was not disputed by said Medary, nor has the said Bryan disputed its correctness
 in his said Bill (as this defendant can discover but admits the justice thereof in his
 said bill as aforesaid) and in conversation said Bryan admits
 it to be just without precavation. And this defendant further answering
 says that as it regards the claims of the said Medary against said Bryan he this defen-
 dant knows not whether they are just or unjust paid or still due, nor has the
 matter ever concerned him. As this defendant in everything he has done in
 the matter has been honestly trying to get what was justly due him from said
 Bryan, the payment of which has been most unjustly delayed to the great
 damage and loss of this defendant, and this defendant utterly denies and repels
 all fraud and combination wherewith he stands charged, and prays that
 the said decree in favor of this defendant against the said Bryan may be
 affirmed so far as the claim of this defendant is concerned, and having thus fully
 answered he prays to be hence dismissed with his costs. By P. D. Cole his Sol-
 State of Ohio, Union County, personally appeared before me a Justice of the Peace
 in and for said County, Jacob Bowersmith who being duly sworn says
 that all the several matters and things set forth in this answer as from the infor-
 mation of others he believes to be true, and all the other matters and things are
 true in substance and in fact. Jacob ^{his} Bowersmith sworn to and subscribed
 before this 16th day of June 1846 James M. Wilkinson J. P. Seal. And afterwards to
 wit. at the July term of said Court 1846 this Cause was continued for answer of
 some of the defendants. And afterwards to wit. on the 22nd day of September 1846
 came Samuel Medary in his own proper person and filed herein his an-
 swer which reads in the words and figures following, to wit. The separate answer of
 Samuel Medary to the bill of complaint exhibited against him and others by
 John A. Bryan. This defendant for answer to so much of said bill as he is advised
 it is material for him to answer saith as follows, that he knows nothing of the pur-
 chase of said premises by Bryan of Stephan Latimer except what is contained
 in said answer and he has no reason to doubt the truth of the statement. The judg-
 ments of the Bank of Wooster and of M. H. Main Snyder & Co were obtained for the
 sums and at the times mentioned in said bill, and executions were issued
 upon said judgments and levied in the County of Merion upon property as
 set forth in said bill. The judgment of M. H. Main Snyder & Co was purchased of them
 by this defendant and he paid for the same what was represented to him as due
 upon it, he purchased it because the firm wanted to raise money, and he was
 disposed to aid them by said purchase. Executions were sent to Williams County
 on the Bank of Wooster judgment as set forth in said bill and property sold and
 the proceeds applied to the payment of the judgment, and afterwards an execution
 was sent to Union County, and the aforesaid real estate was levied upon and
 struck off to said Medary and by the advice of Counsel (he the said Medary knowing
 the fact that there was a prior lien before the sale was confirmed) said sale was set
 aside. Soon after said Bowersmith filed his bill and the proceedings were had which
 are set forth in said bill. This defendant is informed by his Counsel and believes
 that said Bowersmith was anxious to obtain a decree and that said bill was

continued once if not twice at the instance of Bryan's Counsel and that during that time although the executions were searched for on which the sales in Williams County were made they could not be found and the amount made ascertained and at the time said decree was rendered the amount due on said judgments of the Bank of Wooster was not pretended to be accurate, that subsequent thereto the executions were found in the clerk's office of Franklin County and the amount correctly ascertained, that previous to the filing of said bill by said Bryan his Counsel wrote to the Counsel of Medary on the subject and in their reply they stated there were some credits and that all which were just should be allowed. The decree was entered without the knowledge of this defendant. Since the filing of said bill this defendant is also informed that Bryan has produced to his Counsel receipts against the McStrains & Snyder judgment to the full amount, and that the same had all been paid prior to the sale to him. These receipts he had no knowledge whatever of until he was told by his Counsel of their existence. The proceedings under the bill filed by Bowersmith are correctly set forth in said bill. The said Bryan was Minister to Peru about the time said bill was filed; his family however except two sons resided in Columbus, as this defendant is informed and believes, one of them went with him and the other was in New York City a part of the time, and a part of the time in Columbus. This defendant denies all fraud and all attempts to injure said Bryan. He has done nothing except to endeavor to enforce the collection of what this defendant has paid as his security. This defendant further answering says that on an execution returnable to May Term 1844 and directed to Williams County there was made on the Bank of Wooster judgment exclusive of cost, \$1043.24 and on the 18th of July 1843 \$714.65. This defendant having fully answered prays to be hence dismissed with his reasonable costs. J. Medary. The State of Ohio, Franklin County ss. Before me an acting Justice of the peace personally appeared Samuel Medary who being duly sworn deposes and says that the matters and things set forth in the above answer as from the information of others he believes to be true, and all the other matters and things are true in substance & in fact. Sworn to & subscribed this 17th day of Sept 1846. A. Patton J. P. And afterwards to wit at the October Term of said Court A. D. 1846. As to the defendant Medary this cause was continued but as to the said Bowersmith the other defendant it was ordered that he have leave to proceed and sell the land to satisfy his decree, and it was further ordered that no part of the money arising from such sale should be applied to the payment of the claim of said Medary until a further order of said Court, and this cause was continued with leave to amend Bill in 40 days. And afterwards to wit, on the 7th day of May A. D. 1847 this cause and the matters connected with the same under the decree made in the case of Bowersmith vs J. Medary et al referred to said bill of review &c came on to be heard, the parties thereto appearing by their Counsel and submitting the same to the Court upon the bill, answers exhibits and testimony &c. and the Court being fully advised do find order adjudge and decree as follows. I. The Court find that there was due from said Bryan to said Bowersmith

at the time of the rendition of the decree at the October term 1845 in the case of said Bowersmith against Samuel Medary referred to in the premises the sum of 366 dollars as found by said decree, it being the balance then due of the purchase money of the premises in said case described. 2nd The Court do further find that there is now due from said Bryan to said Medary in said judgment in favor of the Bank of Wooster the sum of six hundred & thirty three dollars with interest from this day and that said judgment in favor of Mr. Hiram Snyder & Co. has been fully paid and satisfied. 3rd And now by consent of parties the order and decree of October Term 1845 in said case of Bowersmith vs Bryan & al above referred to is reversed and the Court now here do order, adjudge and decree that said Bryan pay into the hands of the Clerk of this Court for said Bowersmith and Medary respectively the several sums respectively herein above found to be due to them within ten days and in default thereof that the Sheriff of this County sell said premises described in the original bill &c. or so much thereof as is necessary, to make said money and increased costs and bring the moneys into Court at our next term. The question who shall pay the costs is submitted to the Court and the same taken under advisement until the next Term of this Court to which time this cause is continued. Notice of appeal by Complainant. At the foot of said decree is the following receipt. "Recd Twenty one dollars to apply on the above decree August 11 1846 Jacob Bowersmith" And afterwards to wit, on the 1st day of June A.D. 1847 a properly certified copy of said decree was issued by the Clerk of said Court, under the seal of said Court, and delivered to the said Sheriff of Union County, which was afterwards to wit, on the 3rd day of August A.D. 1847 returned endorsed as follows "Received this writ June 1st 1847 In obedience to the within command I had the within described real estate appraised by the oath of William Hays, James H. Fish, and William Kirtland as follows to wit, the 102 1/2 acres at \$10.25 per acre and the 25 acres at \$7.33 1/3 per acre June 21, 1847 and duly advertised the same for sale by publication in the Argus a paper published and general circulation in Union County, Ohio, for thirty days previous to the day of sale. I afterwards to wit, on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale by public auction at the door of the Court House in the town of Mansville in said County and not sold for want of bidders Philip Snider, Sheriff. And afterwards, to wit, at the August Term of said Court, 1847 this cause was submitted to the Court upon the question as to the payment of costs which was continued at the last term of this Court whereupon it is ordered and decreed that one half of the costs of said Bill of Review be taxed to the said defendant Samuel Medary and the balance of the costs of said Bill and all other costs be taxed to the Complainant Bryan, Judgment for costs, and this cause is continued under former order. And afterwards to wit, on the 6th day of October 1847 the said Sheriff made his further report herein on an alias copy of said decree before that time placed in his hands for that purpose by the said Clerk of said Court, which report is in the words and figures following, to wit, "Received this writ Aug 21, 1847 In obedience to the within command I duly advertised the within described real estate for sale by publication in the Argus a newspaper published and general

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 Urbana's Champagne
 Mutual Insurance Co.
 vs
 John S. Taylor

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Circulation in Union County Ohio, I afterwards to wit, on the 5th day of October
 A.D. 1847 in pursuance of said notice proceeded to offer said real estate for
 sale by public auction at the door of the Court House in the Town of Marys-
 ville in said County, not sold for want of bidders, Philip Snider Sheriff.
 And afterwards to wit, at the October Term of said Court 1847, this cause was
 continued under former order. And afterwards to wit, on the 25th day
 of April A.D. 1848 the said Sheriff made his further report herein on a pluries copy
 of said decree issued to him by said Clerk of said Court, and placed in his hands be-
 fore that time for that purpose, which report is in the words and figures following, to
 wit, Received this writ January 12, 1848, I duly advertised the within described
 real estate for sale by publication in the Argus a newspaper published and
 in general circulation in Union County for thirty days previous to the
 day of sale, I afterwards to wit, on the 17th day of February, A.D. 1848 between the legal
 hours of ten o'clock A.M. & four o'clock P.M. I offered the within described real estate
 for sale by public outcry, at the door of the Court House in Marysville and sold
 the same to Sheldon Smith for the prices following to wit, the 102 1/2 acres at \$12.25 per
 acre and the 25 acres at \$7.25 per acre he being the highest and best bidder therefor
 and that being more than two thirds the appraised value thereof, Philip Snider Sheriff.
 And afterwards to wit, at the April Term of said Court A.D. 1848, to wit on
 the 25th day of April 1848, on motion to the Court by Swayne & Bates counsel
 for Samuel Medary, and upon producing a report made in this cause
 bearing date April 25th 1848. It is ordered that said report and all the matters
 and things therein contained do stand satisfied and confirmed, and it
 is further ordered that the said Master Commissioner convey the said lands
 and tenements so sold as aforesaid to the said Sheldon Smith in fee simple

\$6.40 Attest John Cassil, Clerk.

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 Notarua Champaign
 Mutual Insurance Co.
 vs
 John S Taylor

Pleas before his Honor James L. Torbert Esq, President, and James M. Smith, Christian
 Myers and Levi Phelps his Associates, Judges, at a Court of Common Pleas, began
 and held at the Court House in the Town of Marysville, within and for the County
 of Union and State of Ohio, on the twenty fifth day of April in the year of
 Our Lord one thousand eight hundred and forty eight. Be it remembered
 that heretofore to wit, on the 25th day of April A.D. 1848 came the Notarua
 & Champaign Mutual Insurance Company by James M. McNewar their attor-
 nays and filed herein the following note and power of Attorney, to con-
 fess judgment thereon, which said promissory note and Power of Attorney
 reads in the words and figures following, to wit, \$250. or Notarua 25. Oct 1847
 Five months after date, we jointly, and severally promise to pay to the Notarua
 and Champaign Mutual Insurance Company, or order at their office in
 Notarua, the sum of Two hundred & fifty Dollars for value received.
 And we do hereby severally authorize John H. James or any other Attorney
 at Law in the State of Ohio, to appear for us and each of us, in any Court
 of Record in said State at any regular term of said Court, after the above note

shall be due, and in joint or several actions against us on the above note
waive process or acknowledge service thereof, accept a declaration thereon, and
confess judgment against us in favor of the Urbana and Champaign Mutual
Insurance Company, or any assignee thereof, for the amount then due on
said note, with all fees and charges usually made by attorneys for collection
and with costs of suit, and thereupon release all errors, and waive the filing
of a bill in Chancery. John C. Nigh, John S. Taylor, Columbus French, and
afterwards to wit, on the 25th day of April 1848 came the said plaintiffs by their
said attorneys and filed herein their declaration, which reads in the words
and figures following, to wit. The State of Ohio, Union County, Court of Common
Pleas of April 5 1848, Union County, W. The Urbana & Champaign Mutual
Insurance Company complain of John S. Taylor in a plea of case for that
the said John S. Taylor, John C. Nigh, & Columbus French on the 25 Oct 1847 at
Urbana, at said County by their certain note in writing jointly and severally prom-
ised to pay to plffs or order two hundred and fifty dollars, five months after the
date thereof which period has now elapsed & the said sum of money or any
part thereof has not been paid to plffs; to damage of plffs two hundred and
fifty five dollars; wherefore they sue & demand of the said John S. Taylor
to wit, on the 25th day of April 1848, the said John S. Taylor by Moses B. Corwin his
attorney, filed herein his plea in the words & figures following to wit. The State of
Ohio, Champaign County. And now Moses B. Corwin Esq. one of the
attorneys of this Court appears in open Court on behalf of said deft John
S. Taylor & by virtue of a warrant of Attorney for that purpose waives the issuing
& service of process & accepts the above declaration & for plea thereto says that
the said John S. Taylor did promise & assume as the plffs have alleged against
him & which has not been paid & confesses a judgment in favor of the said
plffs against said John S. Taylor in the sum of Two hundred & fifty one dollars
& twenty five cents damages sustained by reason of the nonperformance of said
promise, & by virtue of same warrant he hereby releases all error in this
proceeding. Moses B. Corwin Esq. atty. And afterwards to wit on the 25th day
of April A.D. 1848 this day came the plaintiffs by James M. Norman their attorney
& filed their declaration & thereupon Moses B. Corwin, one of the attorneys of this
Court appeared on behalf of the said deft. John S. Taylor & by virtue of a warrant
of Attorney for that purpose executed by defendant, waived the issuing and
service of process and acknowledged that the said John S. Taylor did assume
and promise in manner and form as plaintiffs have alleged as aforesaid against
him and confesses that plaintiffs have sustained damages by reason thereof to
Two hundred and fifty one dollars and twenty five cents, thereupon it is consid-
ered that plaintiffs recover of defendant John S. Taylor the said sum of Two
hundred and fifty one dollars and twenty five cents their damages aforesaid
and also their costs in this behalf expended taxed to \$ deft cost of
and by virtue of the same warrant all error is released in this proceeding on be-
half of defendant.

No 95

Attest: John Cassil clerk

James S. Ford
vs
John W. Park

James G Ford

vs

John W Park

Pleas before his Honor James L. Doherty Esq. President, and James R. Smith, Christian Myers and Levi Phelps his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of Our Lord One thousand eight hundred and forty eight: Be it remembered that heretofore to wit, on the 20th day of July A.D. 1846, came James G Ford by W^m C. Lawrence his Solicitor and filed in the Office of the Clerk of said Court his petition in the words and figures following, to wit: Union Common Pleas Term 1846, Your petitioner respectfully represents that on the 19th day of December A.D. 1840, John W Park and James G Ford, then residing in the County of Logan but now residing respectively the former in Ottawa the latter in Clark County did in the County of Logan and State of Ohio, execute a mortgage deed by which they conveyed to Joseph Hannah the tract of land therein described for the purpose of securing to the said Hannah the payment of a note of hand under seal given by the same parties on the same day, Your petitioner further represents that he is the said Ford; that he joined with said Park in the execution of the said mortgage and note under seal as security, he your petitioner receiving no part of the consideration or benefit therefrom upon which the said obligation is founded; Your petitioner further represents that the land contained in the description in said mortgage, which was conveyed by said Park is the following described land, to wit, being part of the Military Survey No 5009 and part of Survey No. 9003 Beginning at two buckeye trees and a dogwood in the line of Elizabeth Rickmans Survey No 4067 Thence N 53 50 E 114 poles to a stake, thence N 37 W 155 poles to a stake thence S 53 W 113 poles to a stake in said Rickmans line, thence with said line S 12° 05' E 170 poles to the beginning containing seventy six and thirteen hundredths acres of land more or less, Your petitioner further represents, that on the 17th day of April 1843 the said Hannah bequeathed to your petitioner by last will and testament the said obligation and also that the principal has not been paid, which is secured by the said mortgage nor the interest thereon by said Park, from whom your petitioner would be entitled to reimbursement if he himself had paid the said sum of money, four hundred and sixty four dollars due on the first day of September 1842, the consideration of which premises your petitioner prays that an account may be taken of the principal and interest now due on said obligation, and that the Court may order a sale of the said within described tract of land mortgaged by the said Park to discharge the said obligation and that the Court may decree such other relief as by law and equity your petitioner is entitled to, And your petitioner further prays that the said John W Park may be made deft hereto and that he may be compelled to answer under his corporal oath all and singular the premises and as in duty bound he will ever pray &c By W^m C. Lawrence his Sol. And afterwards to wit, at the October Term of said Court 1846 this cause was continued, And afterwards to wit on the 30th day of March A.D. 1847 a subpoena in blank was issued directed to the Sheriff of Ottawa County, which reads in the words and figures following to wit, The State of Ohio, Union County, ss. To the Sheriff of the County

L. D.

of Ottawa. Greeting, We command you, that you summon John W Park to appear before the Judges of our Court of Common Pleas, at the Court House, on the fourth day of May next ensuing, to answer a Bill in Chancery, exhibited against him by James G Ford and that he shall in no wise omit, under the penalty of one thousand dollars, and have then and there this writ, witness John Cassil, Clerk, Clerk of our said Court, at the Court house this 30th day of March A. D. 1847. John Cassil Clerk of Com Pleas, which said writ was on the 29th day of April 1847 returned by said Sheriff endorsed as follows, to wit, "Received this writ on the 17th of April 1847 and served on the 20th by copy personally, H. D. Miller Sheriff of Ottawa County, Ohio, and afterwards to wit, at the May term of said Court 1847 this cause was continued, and afterwards to wit, at the August term of said Court 1847, leave was given by said Court to amend Bill and to make the heirs & administrators of Hannah parties defendant, and this cause was continued. And afterwards to wit, on the 16th day of September 1847, the said James G Ford by P. B. Cole his Solicitor filed herein his amended Bill which reads in words and figures as follows, to wit, To the Court of Common Pleas within and for the County of Union State of Ohio in Chancery, sitting, The amended Bill of James G Ford against John W Park and Jacob B Single Administrator of Joseph Hannah decd. The said James G Ford leave for that purpose having been obtained further represent that the 76 acres of land in the original bill described is all the part of the land in the mortgage described which belonged to the said John W Park at the time said mortgage was executed that the balance of the two hundred and twelve acres of land described in said mortgage to wit, one hundred and thirty seven acres was owned by your petitioner at the time said mortgage was executed and is still owned by him as is evidenced by a deed to him for the same here ready to be shown to the Court. Your petitioner here again charges that the money for which said mortgage deed was given was for the use & benefit of the said Park and that your petitioner was only security and received no benefit from said money. Your pete further states that one Jacob B Single is administrator with the will annexed of the estate of the said Joseph Hannah deceased, the original mortgage and that the said administrator delivered up to your petitioner the said note & mortgage under the will of said Hannah. Your petitioner therefore prays that the said Single & the said Park may be made defendant hereto and that they may answer as well the matters and things contained in this bill as the original bill, and that on final hearing your petitioner may have a decree against the said Park for his principal & interest and that said mortgaged premises may be sold to pay the same & that your Crator may such other and further relief as equity may require by P. B. Cole his Sol. And afterwards to wit, on the 22nd day of September 1847 Jacob B Single in his own proper person filed herein his answer in the words and figures following, to wit, To the Court of Common Pleas, Union County, Ohio, James G Ford vs John W Park and Jacob B Single Ad of Joseph Hannah decd, with the will annexed. In Union Common Pleas, Petition to foreclose mortgage. And the said Jacob B Single Administrator of Joseph Hannah deceased, now comes and enters his appearance to the petition of the

said Complainant and waives the issuing and service of process. And for answer to the said petition the said Jacob B. Single says that he as such administrator of the said Joseph Hannah deceased did deliver up to the said James G. Ford the note and origl mortgage on John W. Park and the said Complainant, the same note and mortgage on which this suit is brought, the same having been willed to the said Ford by the said Hannah by his last will and testament and the said Administrator holds from the said Ford a bond to indemnify him against any responsibility on an account of said delivery. He the said Single has therefore no objection to make against the object and prayer of said petition, but consents so far as he is concerned that the said Ford shall have a decree on his said mortgage & note against the said Park. September 30th 1847 Jacob B. Single Administrator of Joseph Hannah Decd. And afterwards to wit on the 9th day of October A. D. 1847 this cause came on to be heard upon the original and amended bill of the plaintiff, the answer of Jacob B. Single and the said John W. Park still failing to appear plead answer or otherwise defend to said bill or amended bill and was submitted by counsel in consideration whereof the Court do find the equity of the case is with the Complainant and the Court do further find that the mortgaged note in the bill described were bequeathed to the complainant as claimed in his said bill, and the Court do further find that there is due from the said John W. Park the defendant to the complainant for his principal and interest on said mortgage the sum of six hundred and three dollars. it is therefore ordered by the Court that the defendant John W. Park pay the said sum of six hundred and three dollars to the complainant within sixty days from the rising of this Court and that in default thereof this cause be referred to the Sheriff of this County as special master Commissioner for that purpose and that he proceed to sell the premises in the said bill described as upon executions at law and that he bring the money arising from said sale into Court on the first day of the next term to which time this cause is continued. At the bottom of said decree is the following receipt. to wit, "Oct 9 1847 Received on the above decree one hundred and two dollars 20 cents. James G. Ford." And afterwards to wit. on the 18th day of January A. D. 1848 an order of sale was issued by the clerk of said Court under the seal of said Court, directed to the said Sheriff of Union County, as special master in Chancery, which writ was afterwards to wit on the 25th day of April 1848 duly returned by said Sheriff endorsed as follows. to wit "Received this writ, January 18. 1848, had the within described real estate appraised by the oath of John P. Bausel, John W. Stidner and Abraham Beck at \$7.00 per acre January 19th 1848. and advertised the same for sale by publication in the Argus a newspaper published and in general circulation in Union County for thirty days previous to the day of sale, I afterwards to wit. on the 31st day of February A. D. 1848 between the hours of ten o'clock A.M. and four o'clock P.M. offered the same for sale by public outcry at the door of the Court House in said County and sold the same to George Rule for four dollars & sixty seven

cent, per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof. Philip Snider Sheriff. And afterwards to wit on the 25th day of April A.D. 1848 on motion to the Court by Mr Cole Counsel for Petitioner and upon proceedings of the Sheriff and the sale by him made in pursuance of a former order of this Court, and the same being examined. It is ordered that said proceedings and sale be and the same are hereby approved and confirmed, and thereupon it appearing that the consideration money of said Estate has been paid by said purchaser into the hands of the Sheriff. It is ordered that the Sheriff execute and deliver to the said purchaser a deed in fee simple for said estate, and it is further ordered that out of the same consideration money, the said Sheriff pay the costs and expenses of this suit amounting to Dollars, and that he pay the residue thereof to the said James G. Ford.

\$2.10 Attest John Cassil, Clerk.

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Edward J. Allen
vs
Nathaniel Norvill

Pleas before his Honor James L. Tolant Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand eight hundred and forty eight. Be it remembered that heretofore, to wit, on the 20th day of July A.D. 1846, Edward J. Allen by W. C. Lawrence his Attorney, sued out of the Clerks office of the Court aforesaid the following writ of Summons, to wit, State of Ohio, Union County ss. To the Sheriff of said County, greeting. We command you to Summon Nathaniel Norvill 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 Edward J. Allen, in a plea of Assumpsit Damages \$500 dollars. And gave you then these this writ. Witness, John Cassil, Clerk of said Court, at the Court House aforesaid this 20th day of July A.D. 1846. John Cassil Clerk C. S. upon which said writ was the following indorsement, to wit, Suit brot on Defendants two several notes of hand given to plaintiff, the one for one hundred and ninety five dollars, dated the 30th November 1844 and due one day after date, the other for one hundred and fifty one dollars ¹⁰⁰ too dated on the 17 of January 1846 and due one day after date, also for goods sold and delivered &c. By W. C. Lawrence his Atty. And afterwards, to wit, on the 28th day of July 1846 the said Sheriff returned said writ endorsed as follows, to wit, "Served July 22nd 1846 by a certified copy of this writ left at his residence in Liberty Township, Wm. M. Robinson Sheriff." And afterwards, to wit, about the 6th day of September 1846 the plaintiff by W. C. Lawrence his Attorney filed in the Clerks office the following Declaration, to wit, State of Ohio, Union County ss. Court of Common Pleas July Term 1846 Edward J. Allen complains of Nathaniel Norvill in a plea Assumpsit for that whereas the said Nathaniel Norvill on the 30th of November, 1844 in the County of Union made and delivered to said Edward J. Allen his promissory note, for the sum of one hundred and ninety five dollars payable one day after the date thereof, which time has now elapsed; and also the said Nathaniel Norvill

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The State of Ohio for &c
vs
Moses Mitchell et al

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made and delivered his other promissory note to the said Edward J. Allen, on the 17th of January, 1846 and in the County of Union and thereby promised to pay to the said Edward J. Allen the further sum of one hundred and fifty one dollar and eighteen cents, one day after the date thereof which time has now elapsed, in consideration of which premises the said Nathaniel Noville promised to pay each and several the amounts of the said notes as they each became due, and according to the tenor and effect thereof. And the said Edward J. Allen complains of the said Nathaniel Noville in a plea of assumpsit for that whereas the said Nathaniel Noville on the 15th day of January, 1846 in the County of Union was indebted to said Edward J. Allen five hundred dollars for the price and value of goods bargained and sold by the plaintiff to the defendant at his request, and in five hundred dollars for goods sold and delivered at the time and place aforesaid, by the plaintiff to the defendant at his request, and in five hundred dollars for the price and value of work then and there done by the plaintiff for the defendant at his request, and in five hundred dollars for the price and value of money then and there lent to the defendant at his request, and in five hundred dollars for money then and there received by the defendant to the plaintiffs use, and whereas the defendant afterwards to wit, on the 1st day of July, 1846 promised to pay the said several sums when thereto afterwards requested, yet the defendant hath not paid the said several sums nor any part thereof to the damage of the plaintiff 500th and therefore he brings this suit By W. C. Lawrence his Atty. And afterwards to wit at the May Term of said Court A.D. 1847 this cause was continued, and afterwards to wit, at the August Term of said Court A.D. 1847 this cause was continued, and afterwards to wit, at the October Term of said Court A.D. 1847 this cause was continued, and afterwards to wit, on the 26th day of April A.D. 1848, this day came the said Edward J. Allen, By Allison Curry his Attorneys and the said Nathaniel Noville though solemnly called, came not but made default; whereupon it is considered that the said Edward J. Allen ought to recover his damages by reason of the premises, and neither of the parties requiring a jury, and the Court being fully advised in the premises do assess the damages of the said Edward J. Allen, to one hundred and ten dollars, therefore it is considered that the said Edward J. Allen recover of the said Nathaniel Noville the said sum of one hundred and ten dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars. And thereupon came the plaintiff and submitted all said Judgment except costs.

\$1.08 Attest, John Cassil, Clerk

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The State of Ohio for &c
James R. Smith and Levi Phelps his associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union, and State of Ohio, on the twenty fifth day

Plea before his Honor James J. Torbert Esq. President, and Christian Myers, James R. Smith and Levi Phelps his associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union, and State of Ohio, on the twenty fifth day

L. S.

of April in the year of our Lord one thousand eight hundred and forty eight. But remembered that heretofore to wit. on the 9th day of October A.D. 1847 The State of Ohio, for the use of the Fund Commissioners of Union County by Allison & Conroy its Attorneys, sued out of the Clerks office of the Court aforesaid the following writ of Summons, to wit. State of Ohio, Union County, ss. To the Sheriff of said County, Greeting, We command you to Summon Moses Mitchell David Mitchell and W^m Orr ^{to appear} forthwith before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County, to answer unto the State of Ohio for the use of the Fund Commissioners of Union County, in a plea of Assumpsit damages two hundred dollars. And have you then there this writ. Witness, John Cassil, Clerk of said Court, at the Court House aforesaid this 9th day of October ^{of the year 1847} upon which said writ was the following indorsement, to wit. Sent brought on a note of hand made by defendant, to plaintiff for one hundred dollars payable one year after date. Dated June 13th 1837 with interest at seven per cent. Given for Surplus Revenue and subject to the Act regulating the distribution of the same &c. Also for goods sold and delivered, money had and received &c. Damages claimed as due \$200.00 Allison & Conroy Attys for Pcty. and afterwards to wit. on the 9th day of October A.D. 1847 the said Sheriff returned said writ, enclosed as follows, to wit. "Served this writ on W^m Orr and Moses Mitchell by certified copies October 9th 1847. David Mitchell not found Philip Long Sheriff." And afterwards to wit. on the 18th day of November A.D. 1847 the plaintiff by Allison & Conroy its Attorneys filed in the Clerks office of said Court the following declaration to wit. The State of Ohio, Union County, ss. Court of Common Pleas of Union County of the term of October A.D. 1847. The State of Ohio for the use of the Fund Commissioners of Union County sued out a writ of Summons herein against Moses Mitchell David Mitchell and W^m Orr the defendants in said writ named to which the Sheriff of said County has returned not found as to David Mitchell and thereupon the said State of Ohio for the use of the Fund Commissioners of Union County complains of the said Moses Mitchell and W^m Orr in a plea of Assumpsit. For that whereas the defendants on the 13th day of June A.D. 1837 at the County of Union aforesaid made their promissory note in writing, and delivered the same to the plaintiff; and thereby then and there promised to pay to the plaintiff one hundred dollars one year after the date thereof, with interest at seven per cent. (the said note having been given for Surplus Revenue and made subject to the Act regulating the distribution of the same) which period hath now elapsed, and whereas also the defendants on the 1st day of October A.D. 1847 at the County of Union aforesaid were indebted to the plaintiff in the sum of Two hundred dollars for money then and there lent by the plaintiff to the defendants at their request. And in two hundred dollars for money then and there had and received by the defendants for the use of the plaintiff; And in two hundred dollars for money found to be due from the defendants to the plaintiff, on an account then and there stated between them, And the defendants afterwards, on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively, promised to pay the plaintiff the said several money, herein last above

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Bradford Wood et al
vs
Jane White et al

mentioned in request, yet the defendants have disregarded their said promises, and have not, nor hath either of them paid any of the said moneys or any part thereof. To the damage of the plaintiff of two hundred dollars and therefore he brings his suit &c. By Allison & Curry Attys for Plff. And afterwards to wit. on the 26th day of April A.D. 1848, this day came the said Plaintiff By Allison & Curry their Attorneys, and the said Moses Mitchell and William Orr the Defendants, served with the process of this Court came not but made default, although solemnly called, whereupon It is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and eight dollars and forty three cents, therefore it is considered that the said Plaintiff recover of the said Defendants, Moses Mitchell and William Orr, the said sum of one hundred and eight dollars and forty three cents their damages aforesaid in form aforesaid assessed, and also their costs in this behalf expended taxed to \$

\$1.08 Attest, John Cassil, Clerk

Bradford Wood et al
vs
Jane White et al

Pleas before his Honor James L. Torbert Esq. President and James N. Smith, Christian Myers and Levi Phelps his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand Eight hundred and forty eight. Be it remembered that heretofore, to wit. on the 8th day of October A.D. 1846 came Bradford Wood et al by Allison & Curry their Solicitors and filed in the office of the Clerk of said Court their Bill in Chancery in the words and figures following, to wit. To The Honorable Court of Common Pleas in and for the County of Union, Ohio, in Chancery sitting, Humbly complaining your Orators Jane White, Bradford Wood and Elizabeth Wood his wife (who was formerly Elizabeth White) Arad Franklin and Nancy Franklin (who was formerly Nancy White), Fanny Wallingford (who was formerly Fanny White, Sarah C. Banks (who was formerly Sarah White) Joseph White Isaac White, Ellen White, Polly White and Amos White, Henry Coley White, Nancy White, Martha White, & Perry White (the last five of whom are minors) by Jane White their next friend, represent and state to the Court, that some time in or about the year 1826, one Isaac White and one Joseph White the father of the last named Isaac White, both of whom are now deceased, entered into a verbal agreement, whereby the said Isaac was to purchase the following piece or parcel of land which was then entirely unimproved and in the woods, to wit. Situate in the County of Union Ohio, being part of survey No 3694 in the Virginia Military Survey on the waters of Boker's Creek, beginning at the N. W. Corner of Tho's Lanks land in the

Centre of said Creek in the westerly line of the said Survey, thence N. 5° 40' E. 236
 poles to a large bur oak, thence S. 83° E. with the original line 67 poles & 13 links
 to two beeches, thence S. 5° 40' W. 237 poles to a stake on the bank of the Creek, thence
 up the creek 74 poles to the beginning containing one hundred acres, the said
 Joseph was to pay in the proportion of the purchase money for thirty acres of
 the said land, and the said Isaac for seventy acres, that by the said agree-
 ment the said Isaac was to take the conveyance for the 100 acres to himself
 and convey 30 acres described as follows to the said Joseph to wit. Part and
 parcel of the above described 100 acres, beginning at the S. W. corner of said land,
 thence N. 5° E. 236 poles to a large bur oak, thence S. 83° E. 20 1/2 poles to a small
 beech, thence S. 5° E. 236 poles to the middle of Bokes Creek, thence 20 1/2 poles with
 the middle of said creek up to the place of beginning containing thirty acres, the
 said agreement was made to save trouble and expence, the then owner of said
 land residing at a distance. Your Orators further state that in accordance
 with the said agreement, the said Isaac did purchase the said 100 acres of
 land by title bond immediately after, that the said Joseph paid to the
 said Isaac for thirty acres in full, and the said Joseph immediately went
 into possession of the above described 30 acres, and the said Isaac went into
 possession of the balance, that the said Joseph continued to hold the undis-
 puted and uncontrolled possession of the said 30 acres in secret, until the
 time of his decease about the first of March 1845, that he resided upon and
 made valuable improvements on said 30 acre tract, that since the decease
 of the said Joseph the possession of said tract has been held by your Orators
 as his Heirs (or by some of them with the consent of the others) who still hold the
 same. Your Orators further state that on or about the day of 18 the
 said Isaac procured a legal conveyance to be made to him for said 100 acres
 and ever after at different times until the time of his death in the Spring of
 1844 proclaimed his readiness to execute and deliver a sufficient conveyance
 in fee simple, to the said Joseph for said 30 acre tract whenever called upon by
 the said Joseph to do so, or whenever the said Joseph should want it. Your
 Orators further state that the said Joseph and the said Isaac always lived
 as Father and son upon friendly terms, and through the neglect of both
 the said conveyance to the said Joseph was never made, that the said Isaac
 continued to hold the legal title to said premises until his decease, and that
 his administrators petitioned and have obtained an order from this
 Court to sell the 70 acres owned by the said Isaac, for the payment of the
 debts of said estate. Your Orators further state that the said Isaac died
 leaving one Jane White, not your Oratrix (whom your Orators may
 be made a defendant to this Bill) his widow whom your Orators are
 informed wrongfully and unjustly claims dower out of the said 30 acre
 tract, that the said Isaac also left the following children and heirs at
 law, to wit. Benjamin White Jr. Joseph White Jr. Barbara White, Sarah B.
 White, Richard White, Isaac White, & Joshua White all of whom are minors
 and whom your Orators may be made defendants to this Bill, James L. Wells, with your Orator Bradford Wood are the administrators on
 said Isaac's Estate, Your Petitioners further state that the said Joseph

died leaving your Petitioners together with the children of the said Isaac White who are made defendants hereto his legal heirs, each entitled to the following proportion to wit, your petitioners Jane White one seventh, Bradford Wood and Elizabeth his wife one seventh, Brad Franklin Wang his wife one seventh, Fanny Wallingford one seventh, Sarah Embanks one seventh, Joseph White, Isaac White, Ellen White, Polly White, Amos White, Henry Clay White, Nancy White, Martha White, and Polly White who are the children and heirs of Benjamin White deceased son of Joseph White one seventh, or one ninth of one seventh each, and the defendants as heirs of the said Isaac White one seventh, or one seventh of one seventh each; In tender consideration whereof, and inasmuch as your petitioners are seemingly upon the law side of this Court, they therefore pray that the defendants may be compelled to answer all and singular the premises herein contained, the same and as fully, as though put by specific interrogatories, that the defendant Jane White, widow of Isaac White, deceased, answer under her corporal oath, especially as to the terms of the agreement herein set forth as made between the said Isaac her husband and the said Joseph White his Father, that a Guardian Ad Litem may be appointed for the infant defendants and that on final hearing of this cause, that the said Jane White defendant, may be decreed to release all right of power in and to the said 30 acre tract, the conveyance of which is hereby prayed for, within a specified time, or that in default thereof such decree stand as such conveyance, that all the right, title, interest, and claim of the other defendants who are minors in and to the undivided of your petitioners in and to said 30 acres may be decreed to be conveyed, in such manner as to this Court may seem best, or if deemed necessary that the interests of the said defendants in and to said 30 acres may be set off to them in severalty, and a conveyance be decreed to your petitioners for the balance, and such other and further relief as Equity and good Conscience may require, and as in duty bound your petitioners will ever pray
 De By Allison & Levery their Solsrs. And afterwards to wit, on the 8th day of October A.D. 1846 a Subpoena in Chancery was issued and delivered to the Sheriff of Union County which reads in the words and figures following, to wit, The State of Ohio, Union County, ss. To the Sheriff of the County of Union, Greeting, We command you, that you summon Jane White, Benjamin White, Joseph White, Barbara White, Sarah White, Richard White, Isaac White, Joshua White to appear before the Judges of our Court of Common Pleas, at the Court House on the first day of the Term next ensuing, to answer a Bill in Chancery exhibited against them by Bradford Wood et al. and this they shall in no wise omit, under the penalty of one thousand dollars, and have them and there this writ, Witness John Cassil, Clerk of our said Court, at the Court House, this 8th day of Oct. A.D. 1846. John Cassil Clerk of Com. Pleas. which said subpoena was on the 14th day of October A.D.

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1846 returned by said Sheriff endorsed as follows to wit "Served Oct 12th 1846
 1846 by a certified copy to each of the within named defendants, W. C. Makin
 J. P. Sheriff. And afterwards to wit on the 24th day of November 1846
 came Jane White by James H. Bradford her Solicitor and filed herein her
 answer in words and figures as follows. to wit To the Judges of the
 Court of Common Pleas within & for the County of Union in Chancery sitting.
 The separate answer of Jane White to the Bill in Chancery exhibited, exhibit-
 ed against her said James others by Bradford Wood others in the Court
 of Common Pleas for said County of Union &c. The said Jane White saying
 to herself all exceptions which might be taken to the manifest errors insuffi-
 ciencies and imperfections in the bill contained and the entire want of equi-
 ty therein for answer nevertheless says that she most positively denies
 that the said Isaac White her late husband and the said Joseph White
 his father ever entered into an agreement by which said Isaac was to pur-
 chase the said tract of land in the bill described take the deed in his own
 name and convey to the said Joseph White his father the thirty acres in
 the bill described or that the said Joseph was to have any interest in the said
 land except a life lease for himself & wife on a part of the said land. The
 said Jane further answering says that the said Isaac White did pur-
 chase the one hundred acres in the bill described (of one Caldwell Williamson
 who resided on an adjoining farm on part of the same tract and not at a
 distance as falsely set up in said bill) and that he said Isaac paid for said
 land out of his own funds and when the purchase money was fully paid
 took a deed for the same as he had a perfect right to do without any agreement
 to convey any part to the said Joseph or without any liability to do so, that the
 said Joseph settled upon the southwest corner of said one hundred acre tract
 built a cabin and cleared twelve or fourteen acres and resided there until his
 death by consent of said Isaac and in accordance with an agreement between
 the said Joseph and Isaac that if the said Joseph would remove from Clark
 County with his said son Isaac that he said Joseph should have the use
 and occupancy of a part of the tract on Bokes Creek and in bill described dur-
 ing the natural lifetime of himself & wife. Respondent further answering
 says that the said land never was divid or run off or any particular part set
 apart to said Joseph during the lifetime of the said Joseph & Isaac, that the
 said Isaac cleared and improved a part of the said thirty acres now unjustly
 claimed by the Complainants, to wit five acres of meadow ground and used
 and occupied it exclusively during his lifetime and by respondent ever since
 his death, and that said Joseph never pretended to have any claim to any part
 of said land except the privilege of using and occupying a small portion
 while he lived, which he did, that the said Isaac had the exclusive possession
 and control of the whole one hundred acres (except the small spot improved
 by said Joseph and that he said Isaac always paid the taxes upon the whole
 one hundred acres while he lived and by respondent ever since his death
 and that the thirty acres now illegally and unjustly claimed by the Complain-
 ants in said bill has been run off by the administrators of said Isaac since
 the death of the said Joseph & Isaac for what purpose she knows not and

without any notice to respondent, and do run by metes and bounds as to include the five acres improved and always occupied by said Isaac. Respondent further answering says that she positively denies that ever said Isaac in his lifetime offered to convey said thirty acres by deed in fee simple to said Joseph but that he said Isaac frequently during his life offered to execute and deliver to said Joseph a life lease for the part that he had improved but the said Joseph always preemptively refused to receive any kind of lease or conveyance always saying that if he took a lease for any part it would be transferred in his name and he would have the taxes to pay, that the whole belonged to said Isaac and that he might pay the taxes and that he had no fears that he or his old lady would be turned off by their son during his life or by said Isaac after his death, and always in conversation on that subject invariably stated that after the death of himself and wife the whole of the land belonged to Isaac White, and his heirs and this the complainants well knew and understood and now seek unjustly and fraudulently and without any cause of equity to wrest from the orphan children and heirs of the said Isaac their just and legal rights. Respondent further answering says that she positively denies that the said Joseph ever paid any part of the purchase money for any part of said land, or that any portion of it was ever intended by said Isaac or expected by said Joseph to be conveyed to him said Joseph further than a life lease as above stated, that said Isaac turned out a horse creature in part payment of the purchase money for said land and thereby broke up his team and got a young mare from his father the said Joseph to supply the place of the one he sold as above but denies positively that that creature was ever intended by either the said Joseph or Isaac to apply as a payment upon said 30 acres of land as she always understood, but the same has long since been settled for and arranged between said Isaac and Joseph. Respondent also denies that there was any neglect on either the said Joseph or Isaac in not conveying said land as set up in said bill, for none was ever intended or expected to be made. Respondent further answering says that said Isaac purchased of one Thomas Barrens about three acres of land lying in a corner between the thirty acre tract claimed by complainants, the Marion State Road, & Bokes Creek in order to have out let from his farm to the creek & Road which piece would have been entirely useless to him without the whole hundred acres being held in one tract, Respondent also denies that the Administrators of said Isaac has obtained an order to sell the whole of the seventy acres to pay debts, but that their order is only to sell a small part sufficient to pay a small sum as she is informed, and Respondent submits to the Court that the complainants are not entitled to any relief in this Court and having fully answered all the material allegations in complainants bill, submits the whole matters to the sound discretion of this Court, and trusts that her rights and the rights of her infant heirs will be protected against these plunderers who unjustly seek to

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devours the widows houses and eat up the orphans substance and therefore prays to be hence dismissed with her costs. Jas W Craunford Sol for depts.

The State of Ohio, Union County ss. on this 23rd day of Nov^r A.D. 1846 personally appeared the above named Jane White and being duly sworn upon her oath says that the several matters and things contained and changed in the foregoing answer as of her own knowledge are true in substance and in fact, and as to the residue from the information of others she verily believes to be true, and further says not, Jane ^{her} White, Sworn to and subscribed before me on the day & year above written, Abijah Gandy Justice of the peace. And then came the complainants by their Solicitors and filed herein their Replication as follows, Bradford Wood et als vs Jane White, Benjamin White et als. In Chancery. And the said Complainants come and say that the matters and things set forth in their said Bill of complaint are true, in substance and in matter of fact, and that the matters and things set forth in the answer of the said Jane White contrary thereto are untrue, and this they are ready to make appear, as by this Court shall be directed By Allison & Curry their Sol^{rs}. And afterwards to wit, at the May term of said Court A.D. 1847 on motion to the Court by Mr Craunford Counsel for the defendants, It is ordered that Mr Soughty be appointed Guardian ad litem to the infant defendants and thereupon the said Jackson C Soughty appeared in open Court and accepted said appointment, and this cause was continued, and thereupon to wit, on the 11th day of May A.D. 1847 the said Guardian ad litem filed his answer for the infant defendants as follows, to wit, State of Ohio, Union County ss. The joint answer of Benjamin White, Joseph White, Barbara White, Sarah White, Richard White, Isaac White, Joshua White infant heirs of Isaac White deceased by Jackson Soughty their Guardian ad litem now come and for answer to the said Bill of the said Bradford Wood and others say that, as Guardian ad litem being acquainted with the truth of the allegations as set forth in said Bill, and submit the rights and interest of said infant heirs to the sound discretion of the Court, J. C. Soughty Sol for Guardian ad litem Defendants. And afterwards, to wit, at the August Term of said Court A.D. 1847 this cause was continued at costs of Defendant. And afterwards, to wit, at the October term of said Court A.D. 1847 this cause was continued. And afterwards to wit, on the 27th day of April A.D. 1848, this case was dismissed at costs of Complainants, Judgment for costs. Notice of Appeal by Complainants.

§ 3.92 Attest, John Cassil, Clerk

John Orr et als
vs
Leander M Kinney et als

Pleas before his Honor James L Torbert Esq President, and James R Smith, Christians Myers and Levi Phelps his Associates, Judges, at a Court of common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord, One thousand Eight hundred and forty eight. Be it Remembered that heretofore, to wit, on the 9th day

of October A.D. 1847 came John Orr et al by Allison & Curry their Solicitors and filed in said Court their Petition which reads in the words and figures following, to wit, In the Court of Common Pleas within and for the County of Union, in Chancery sitting. Your petitioners John Orr and Sylvia Orr his wife of Wells County Indiana and Nathan Toby of Allen County Indiana (the said John Orr acting herein for himself & wife and also in the Capacity of Guardian of the said Nathan who is a minor) represent that they have a legal right to and are seized in fee simple as follows, said John Orr and Sylvia his wife of one undivided fourth part and the said Nathan Orr of one undivided fourth part of the following real estate situate in Union County in the State of Ohio, part of Survey No 4 3462 & 12472 Beginning at a black ash elm south east corner to Israel Lockwood's land thence with his line N. 7. 30. E. 144 poles to a water beach and two iron woods thence N. 36. W. 22. poles to two sugar trees; thence N. 15 E. 7 poles to a buck eye; thence N. 9 E. 53 poles; thence S. 83 E. 70 poles & 15 links; thence S. 8 W. 84 poles to a stake on the margin of the road; thence with said road N 83 W. 30 poles and 6 links to a stake; thence S. 77 W. 138 poles to a stake witness a beech & thence N. 83 W. 25 poles and 15 links to the beginning containing fifty seven & one half acres more or less. And your petitioner further represents, that Leander McKimney and Elzina McKimney his wife and Herman Toby a minor (and for whom said Leander is Guardian) are tenants in common with your petitioners, being entitled in the following proportions, to wit, the said Leander McKimney and Elzina his wife to one undivided fourth part thereof and the said Herman Toby to one undivided fourth part thereof; the said Leander McKimney and Elzina his wife and the said Herman Toby all reside in Grant County Indiana. Your petitioners therefore pray that partition of said lands may be made and the shares of each of said parties in interest set off in severalty, or if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorized by Law. By Allison & Curry their Attorneys. And afterwards to wit, on the 9th day of October A.D. 1847 came Leander McKimney and Elzina McKimney and filed their answer in the words and figures following, to wit. The joint answer of Leander McKimney and Elzina McKimney his wife to the petition for partition exhibited against them and Herman Toby by John Orr and Sylvia Orr his wife and Nathan Toby petitioners in the Court of Common Pleas of Union County, Ohio. The said Leander McKimney and Elzina McKimney his wife now come and for answer to the said petition say that they admit the allegations of said bill as to the title of said petitioners and of these defendants in said premises to be true; and they hereby waive process and service thereof, and enter their appearance in this cause and they do hereby consent that the prayer of said petition may be granted and that said partition may be made, or if the same cannot be done without manifest injury, that then the said premises may be sold according to the Statute in such case provided, Leander McKimney, Elzina McKimney, And also at the same time came Leander McKimney as Guardian

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of Herman Tobey filed his answer herein in words and figures following to wit. The separate answer of Leander M. Kinney Guardian of Herman Tobey to the petition for partition exhibited against said Herman and others by John Orr and Sylvia Orr his wife and Nathan Tobey petitioners in the Court of Common Pleas of Union County, Ohio. The said Leander M. Kinney in behalf of his said ward now comes and for answer to the said petition says that he admits the allegations of said petition as to the title of said petitioners and defendants in said premises to be true, and he hereby waives process and service thereof and enters his appearance in this cause and he does hereby consent that the prayer of said petition may be granted and that said partition may be made or if the same cannot be done without manifest injury that then the said premises may be sold according to the Statute in such case provided. Leander M. Kinney guardian of Herman Tobey. And afterwards to wit on the 9th day of October A.D. 1847 this cause came on to be heard upon the petition, answer &c. and was argued by counsel on consideration whereof it is ordered that by the oaths of James E. Harriott, Joshua Marshall and Thomas Turner partition be made of said land in said petition described in the following proportions to wit. to the said John Orr and Sylvia his wife jointly one equal fourth part, to said Nathan Tobey one equal fourth part, to said Leander M. Kinney and Elzina his wife jointly one equal fourth part and to said Herman Tobey one fourth part, and it is further ordered that a writ of partition issue to the Sheriff of Union County commanding him to cause said partition to be made accordingly, and this cause is continued. And afterwards to wit on the 19th day of October A.D. 1847 the following writ of partition was issued, and delivered to the said Sheriff of Union County to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting. We command you that without delay by the oaths of James E. Harriott, Joshua Marshall and Thomas Turner you cause partition to be made of the following real estate to wit. Situate in Union County, Ohio, part of Survey Nos 3462 & 12472 beginning at a black ash & elm southeast corner to Israel Lockwood's land, thence with his line N 73.30 E 144 poles to a water beech and two iron woods, thence N. 36.76 22 poles to two sugar trees, thence N. 15 E 7 poles to a buckeye, thence N 7 E 53 poles, thence S 83 E 70 poles & 15 links, thence N 87 84 poles to a stake on the margin of the road thence with said road N 83 W 30 poles and 6 links to a stake thence S 7 1/2 W 138 poles to a stake witness a beech & Thence N 83 W 25 poles and 15 links to the beginning containing fifty seven & one half acres more or less, among the following persons, and in the following proportions to wit, to John Orr and Sylvia Orr his wife jointly one equal fourth part, to Nathan Tobey one equal fourth part, to Leander M. Kinney and Elzina his wife jointly one equal fourth part, and to Herman Tobey one equal fourth part, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union together with this writ. Witness John Cassil Clerk of said Court at the Court House in Mansville this 19th day of October A.D. 1847 John Cassil Clerk. And afterwards to wit on the 14th day of November A.D. 1847 the said Sheriff returned the said writ endorsed as follows to wit. November

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John Stewart & wife
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Elisha B. Brown et al

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first 1847 I executed this writ by the oaths of the within named James C
Harriott, Joshua Marshall and Thomas Turner Philip Under Sheriff
said Commissioners Report which was filed with said return reads in the
words and figures following to wit. John Bra et alms Leander M Kinney et al.
Partition In Court of Com. Pleas of Union County, W. The Commissioners ap-
pointed in this cause, to make partition of the following real estate, to wit, situ-
ate in Union County, Ohio part of Survey No 34628/12472 beginning at a black ash
& elm South east corner to Israel Lockwood land, thence with his line N. 7. 30. E.
144 poles to a water beech & two iron woods, thence N. 36. W. 32 poles to two sugar trees,
thence N. 15. E. 7 poles to a buckeye, thence N. 9 E. 53 poles, thence S. 83 E. 70 poles & 15 links
thence S 8 W 84 poles to a stake on the margin of the road, thence with said road
N 83 W 30 poles and 6 links to a stake, thence S. 71. W. 138 poles to a stake witness a
beech & thence N. 83 W 25 poles and 15 links to the beginning containing fifty
seven and one half acres more or less, between John Bra and Sylvia his wife,
Nathan Tobey, Leander M Kinney and Elzina his wife and Herman Tobey
and having been duly sworn, upon actual view of the premises, we are
of the opinion that said lands cannot be divided without manifest
injury to the same, and thereupon we do estimate the value thereof at five
hundred and thirty five dollars. Given under our hands this first
day of November A. D. 1847. James C Harriott, Thomas Turner, Joshua
Marshall. And afterwards to wit, on the 28th day of April A. D. 1848, on motion
to the Court by Messrs. Allison & Curry, counsel for Petitioners and upon produ-
cing the proceedings of the Sheriff and also the report and proceedings of the
Commissioners hereinbefore appointed, and the same being examined, it is
ordered that said proceedings and report be and the same are hereby approv-
ed and confirmed and thereupon the said Leander M Kinney electing to take
said estate at the said valuation of said Commissioners, the said premises
is therefore hereby adjudged to the said Leander M Kinney, he paying the other
parties in interest their respective proportions after paying of costs, and the
said Sheriff is ordered to execute a deed in fee simple for the same to the
said Leander M Kinney according to the Statute in such case made and pro-
vided, on full payment being made as aforesaid, and it is further ordered
that the costs and expences of this suit (including an attorney fee of fifteen
dollars to Messrs. Allison & Curry) taxed at _____ Dollars be paid within
twenty days by the parties in proportion to their respective interests and in
default thereof that execution issue therefor.

Attest, John Cassil, Clerk.

John A. Steved & wife
Elisha B. Brown et al

Pleas before his Honor James L. Torbert Esq, President, and James R. Smith
Christian Myers and Levi Phepps his Associates, Judges, at a Court of Common
Pleas began and held at the Court House in the Town of Marysville, in and
for the County of Union and State of Ohio, on the twenty fifth day of April
in the year of our Lord one thousand eight hundred and forty eight. Be
it remembered, that heretofore, to wit, on the 30th day of June A. D. 1847 came

John A. Stirrat & wife by P. B. Cole their Solicitor and filed in the office of the Clerk of said Court their Petition in the words and figures following, to wit, To the Court of Common Pleas within and for the County of Union and State of Ohio, Your petitioners John A. Stirrat and Mary Elizabeth Stirrat his wife, late Mary Elizabeth Bruin, represents to the Court that James H. Bruin, late of Union County deceased died in or about the month of July A.D. 1841 seized in fee simple of the following land situate in said County, to wit, part of surveys Nos 9020-7789 & 5301 in the Virginia Military District bounded on the north by the land of A. A. Woodworth and the Road leading from Milford Union County to Urbana Champaign Co. on the west by the lands of Wm B Bruin and Samuel Colver on the south by land owned by Moses Fullington and on the east by James C. Miller's land containing about three hundred and twenty acres more or less. Your petitioners further represent that the widow of the said James H. Bruin is also dead but that the said James H. Bruin left the following named children and heirs who are entitled to share and share alike in said Real estate, to wit, Mary Elizabeth Stirrat one of your petitioners (and late Mary Elizabeth Bruin) Elisha B Bruin aged fourteen years, James B Bruin aged eleven years both residing in Delaware Co. O. John B Bruin aged eight years, Cornelia Ann Bruin aged ten years and Sarah Emma Bruin aged six years all of this County. Your petitioners pray that the above named heirs of James H. Bruin deceased may be made defendants to this petition and that partition may be made of said premises and that one sixth part of said premises that being the share of your petitioners in the same, may be set off to them in severalty, or if the same cannot be done without manifest injury that such other proceedings may had in the premises as are authorized by law. By P. B. Cole Sol for Petitioners. And afterwards to wit, on the 2nd day of September A.D. 1847 the said Complainants filed herein the following notice to defendants, with an Affidavit of Service endorsed thereon in words and figures following, to wit, Elisha B Bruin, James B Bruin, John B Bruin, Cornelia Ann Bruin, and Sarah Emma Bruin will take notice that a petition was filed against them on the 30th day of June A.D. 1847 in the Court of Common Pleas within and for the County of Union and State of Ohio, by John A. Stirrat and Mary Elizabeth Stirrat his wife, late Mary Elizabeth Bruin, and now pending wherein the said John A. Stirrat & Mary Elizabeth Stirrat demand partition of the following real estate situate in said County of Union, to wit, part of surveys Nos 9020-7789 & 5301 in the Virginia Military District bounded on the north by A. A. Woodworth and the road leading from Milford Union Co. to Urbana Champaign Co. on the west by the lands of Wm B Bruin and Samuel Colver on the south by land owned by Moses Fullington and on the east by James C. Miller's land containing about three hundred and twenty acres more or less, and that at the next term of said Court application will be made by the said John A. Stirrat and Mary Elizabeth Stirrat for an order that partition may be made of said premises, John A. Stirrat, Mary Elizabeth Stirrat Dated Aug 18th 1847 By George P. B. Cole, their Atty. State of Ohio, Union County ss. I George P. B. Cole do make solemn oath that on the 26th day of August 1847 I served the within named Elisha B Bruin James B Bruin, John B Bruin, & Cornelia Ann Bruin with a notice of which the within is a true copy, George P. B. Cole

Sworn to & subscribed before me this 25th day of August 1847 James Turner
 J.P. And afterwards to wit on the said 2nd day of September A.D. 1847 the Complain-
 ants also filed herein the following additional notice, with affidavits of
 service endorsed thereon, which reads in the words and figures following
 to wit, Elisha B. Prwin, James B. Prwin, John S. Prwin, Cornitha Ann Prwin
 and Sarah Emma Prwin will take notice that a petition was filed against
 them on the 30th day of June A.D. 1847 in the Court of Common Pleas in and
 for the County of Union and State of Ohio, by John A. Stirrat and Mary Eliza-
 abeth Stirrat his wife, late Mary Elizabeth Prwin and is now pending,
 wherein the said John A. Stirrat vs. Mary Elizabeth Stirrat demand partition
 of the following real estate, situate in said County of Union to wit, parts
 of surveys Nos 9020-7789 & 5301 in the Virginia Military District bounded
 on the north by the land of A. A. Woodworth and the Road leading from
 Milford Union Co. to Urbana Champaign Co. on the west by the lands of
 Wm B. Prwin & Samuel Colver, on the south by land owned by Moses Ed-
 lington and on the east by James C. Miller's land containing about three
 hundred and twenty acres more or less, and at the next term of said
 Court application will be made by the said John A. Stirrat and Mary Eliza-
 abeth Stirrat for an order that partition may be made of said premises
 John A. Stirrat, Mary Elizabeth Stirrat, Dated Aug 15th 1847 By P. B. Cole Atty.
 The affidavits endorsed thereon read as follows, to wit, State of Ohio, Fairfield
 County, Sh. Ala. Stirrat who being duly sworn say, that on the 25th day of Au-
 gust 1847 he personally gave Sarah Emma Prwin a true copy of the within
 notice, sworn to and subscribed before me this 25th day of August 1847 David
 Albright J.P. of Fairfield County, Ohio. State of Ohio, Union County, Sh. George
 D. Miller being duly sworn do make solemn oath that on the 26th day of Au-
 gust 1847 I served the within named Elisha B. Prwin, James B. Prwin, John
 S. Prwin and Cornitha Ann Prwin with a notice of which the within is a true
 copy George D. Miller, sworn to & subscribed before me this 3rd day of September A.D.
 1847 James Turner J.P. of Union County, Ohio. And afterwards to wit on the 5th day
 of October A.D. 1847 on motion to the Court Jackson C. Soughty one of the Attorneys
 of this Court was this day appointed Guardian ad Litem for the infant de-
 fendants in this case who thereupon appeared in open Court and accepted
 said appointment, and filed his answer in the words and figures follow-
 ing, to wit, J. A. Stirrat & wife vs. Elisha B. Prwin et al, Partition, Elisha B.
 Prwin James B. Prwin, John S. Prwin, Cornitha Ann Prwin, Sarah Emma
 Prwin infant depts by Jackson C. Soughty Esq. their Guardian ad Litem now
 come and say that they cannot gainsay the allegation in said bill contained
 but consent to the prayer thereof. Guardian ad Litem J. C. Soughty. And after-
 wards, to wit, on the 5th day of October A.D. 1847 this cause came on to be heard
 upon the petition answer &c of J. C. Soughty Guardian ad Litem for the infant
 defendants on consideration, whereof on motion to the Court by Mr. Cole Counsel
 for the plaintiff it is ordered that by the oaths of James C. Miller, Eliphaz Thom-
 ham and John Reed 3^d partition be made of the lands in said petition de-
 scribed in the following proportions, to wit, to the said John A. Stirrat and Mary
 Elizabeth his wife one equal sixth part, to the said Elisha B. Prwin one equal

sixth part to the said James G. Irwin one equal sixth part to the said John D. Irwin one equal sixth part, to the said Corintha Ann Irwin one sixth part, to the said Sarah Emma Irwin one equal sixth part and it is further ordered that a writ of partition issue to the Sheriff of Union County, Commanding him to Cause said partition to be made accordingly. And afterwards to wit on the 6th day of October A.D. 1847 the following writ of partition was issued and delivered to the said Sheriff of Union County, in words and figures, to wit. The State of Ohio, Union County ss. To the Sheriff of said County Greeting, We command you, that without delay by the oaths of James C. Miller, Elijah Durban, and John Reed 3^d you cause partition to be made of the following lands to wit, situate in the County of Union, Ohio, Parts of Survey No 7020-77898-5301 in the Virginia Military District bounded on the north by the land of A. A. Woodroffe on the east leading from Highland Union Co. to Urbana Champaign Co. on the west by the lands of W. B. Irwin and Samuel Colver on the South by land owned by Moses Pullington, and on the east by James C. Miller's land containing about three hundred and twenty acres more or less, to the following persons and in the following proportions to wit, to the said John Starnat and Mary Elizabeth his wife one equal sixth part, to the said Elisha B. Irwin one equal sixth part, to the said James G. Irwin one equal sixth part, to the said John D. Irwin one equal sixth part, to the said Corintha Ann Irwin one equal sixth part, to the said Sarah Emma Irwin one equal sixth part, and that your proceeding in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union, together with this writ forthwith, with my hand and the seal of said Court this 6th day of October A.D. 1847 John Cassil Clerk. And afterwards to wit on the 6th day of October A.D. 1847 the said Sheriff returned said writ endorsed as follows, to wit. In obedience to the within command I have executed this writ by the oaths of the within named James C. Miller, Elijah Durban and John Reed 3^d Philip Under Sheriff. The said Commissioners Report which was filed with said return reads in the words and figures following, to wit. In obedience to an order of partition from the Court of Common Pleas for the County of Union, State of Ohio at their October Term 1847, in which the undersigned were appointed Commissioners to make partition of certain lands named in do order among the Heirs of James H. Irwin decd. we would report that after being duly sworn as the law directs on carefully examining the same are of opinion that said lands are not susceptible of an equitable division and we appraise the same to be worth eleven dollars per acre, In testimony whereof we have hereunto set our hands this 6th day of October 1847, James C. Miller, Elijah Durban, John Reed 3^d Commissioners. And afterwards to wit on the 9th day of October A.D. 1847 on motion to the Court by Mr Cole Counsel for the petitioner, and upon producing the proceedings of the Sheriff and the reports and proceedings of the Commissioners hereinbefore appointed & the same being examined. It is ordered that said proceedings and report be and the same are hereby approved and confirmed, and thereupon the petitioner in person & the defendants by his guardian declining to take said estate at the valuation thereof as returned by said Commissioners, on motion of the petitioner and by consent of said Guardian for said Heirs, it is ordered that said estate be sold at

L.S.

public auction by the Sheriff of said County of Union upon the following conditions to wit. one sixth of the purchase money to be paid in hand, and one sixth thereof to be paid annually thereafter the deferred payments to be secured by mortgage on the premises according to the statute in such case made and provided and to bear interest after one year from sale. And afterwards to wit. on the 11th day of December A.D. 1847 a certified copy of said order of sale under the seal of said Court was issued by the Clerk of said Court and delivered to the said Sheriff of Union County, who afterwards to wit. on the 25th day of April A.D. 1848 duly returned the same endorsed as follows, to wit. "Received this writ for number 11th 1847. In obedience to the within Command I duly advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County for thirty days previous to the day of sale, I afterwards to wit. on the 27th day of December A.D. 1847 between ten o'clock A.M. & 4 P.M. offered the same by public outcry at the door of the Court House in Marysville in said County and sold the same to Allen Pearson for the sum of \$12.15 per acre he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof, Philip Snider Sheriff. And afterwards to wit. on the 28th day of April A.D. 1848, on motion to the Court by P. B. Cole Counsel for petitioner and upon producing of the Sheriff's proceedings & return & the sale by him made in pursuance of a former order of this Court and the same being examined it is ordered that said proceedings & sale be and the same are hereby approved and confirmed & that upon it appearing that one sixth the part of the consideration money of said estate has been paid by said purchaser in the hands of the Sheriff. It is ordered upon secumment of the residue of said consideration money that the Sheriff execute & deliver to the said purchaser a deed in fee simple for said estate described as follows to wit. being Survey No 2020 in the name of Ladd part of Survey No 5301 in the name of Robert Means & part of Survey No ⁷⁷⁸⁹ ~~7788~~ in the name of Joseph Parrett beginning at a stake in the centre of the State Road leading from Marysville to Springfield, thence with said road N. 33 E. 159 poles to a stake, thence with A. A. Woodworth line S. 44 E. 150 1/2 poles to a stake, thence N. 31 E. 94 1/4 poles to the westerly corner of J. C. Millers land, thence with his line S. 44 E. 218 poles to a stake in the line of Moses Fullington, thence with his line S. 46 W. 94 poles to a stake, thence N. 44 W. 9 1/2 to a white oak, thence S. 53 W. 70 poles to a white oak, thence N. 44 W. 11 1/2 poles to a stake & 2 bur oaks, thence S. 53 W. 83 1/4 poles to a stake, thence with Samuel Advers line N. 44 W. 137 poles to the beginning, containing 336 1/4 acres, and it is further ordered that of the same consideration money the said Sheriff pay the costs & expenses of this suit amounting to \$ and that he distribute the residue thereof in the following proportions to wit. to John Sterrat & wife one sixth part, to Elisha B. Brum one sixth part to James G. Brum one sixth part, to John S. Brum one sixth part, to Corintha Ann Brum one sixth part, & to Sarah Emma Brum one sixth part, Also order that P. B. Cole be allowed the sum of \$35.00 attorney fee in this case.

\$ 3.00

Attest John Cassil, Clerk

Samuel M. Waide
vs
Addison Osborn et al

Pleas before his Honor James L. Ingham, Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates Judges, at a Court of Common Pleas began and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand eight hundred and forty eight, Be it remembered that heretofore to wit, on the 21st day of July A.D. 1847 came Samuel M. Waide by Allison & Curry his Solicitors and filed in the Office of the Clerk of said Court his Bill in Chancery in the words and figures following to wit. To the Court of Common Pleas of Union County Ohio, in Chancery sitting, Samuel M. Waide of Union County Ohio Represents that Marcus L. Osborn late of said County deceased was in his life time and until the time of his death seized in fee simple and as an estate of inheritance of the following real estate to wit. Three several Tracts in the Town of Sabela in said Union County, numbered 15, 16, & 24, in the plat of said Town as will more fully appear reference being had to the record of said plat in the Office of the Recorder of Deeds for said County, which said Record is made a part of this Bill, your Orator further represents that in or about the month of December in the year 1839 the said Marcus L. Osborn contracted to sell the aforesaid Real estate to your Orator for the sum of thirty dollars, and to execute to your Orator a good & sufficient deed therefor upon payment of the purchase money, that your Orator took possession of said real estate under said contract and made valuable and lasting improvements thereon, and paid the price of the same in full to said Osborn in pursuance of said contract that said contract was made verbally, Your Orator further represents that on or about the day of A.D. 1844 the said Marcus L. Osborn departed this life leaving five children and heirs, to wit, Addison Osborn, Margaret Osborn & Elizabeth Osborn who reside in Logan County, and Octavia Osborn and Josiah Osborn who reside in Marion County, all of whom are minors, and all of whom your petitioner prays may be made defendants to this bill, Your Orator further represents that Alexander Burnsides of Logan County and whom Orator prays may be made defendant to this bill, is administrator of the estate of said Marcus L. Osborn deceased, Your Orator therefore prays that the writ of Subpoena may issue that said defendants may be compelled full answer to make to all and singular the allegations and matters in this bill contained, and that on final hearing of this Cause the legal title to said real estate may be decreed to your Orator, and that such other and further relief may be extended to your Orator as equity may require By Allison & Curry his Solicitors. And afterwards, to wit, on the 21st day of July A.D. 1847 a Subpoena in Chancery was issued and sent to the Sheriff of Logan County in the words and figures following to wit. The State of Ohio, Union County, ss. To the Sheriff of the County of Logan Greeting, We command you, that you summon Addison Osborn, Margaret Osborn, Elizabeth Osborn and Alexander Burnsides, to appear before the Judges of our Court of Common Pleas at the Court House, on the 3rd day of August next ensuing, to answer a Bill in Chancery exhibited against them et al by Samuel M. Waide and that they shall move wise writ, under the penalty of one thousand dollars and have them and there this writ. Witness John Cassil, Clerk of our said Court

L. S.

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L. S.

at the Court House this 20 day of July A.D. 1847 John Cassil Clerk of Com. Pleas, which said Subpoena was on the 29th day of July A.D. 1847 returned by said Sheriff endorsed as follows, to wit. Personally served on the within named Margaret Astorn, Elizabeth Astorn and Alexander Burnsides on the 27th day of July 1847 by leaving with each of them a certified copy of this writ, and served on the within named Addison Astorn on the 27th day of July 1847 by leaving, at the usual place of abode a certified copy of this writ John Underwood Sheriff of Logan County Ohio. And afterwards to wit on the 9th day of August A.D. 1847 a Subpoena in Chancery was issued and sent to the Sheriff of Marion County, in the words and figures following to wit. The State of Ohio, Marion County, S. To the Sheriff of the County of Marion Greeting, We command you, that you summon Octavia Astorn and Josiah Astorn to appear before the Judges of our Court of Common Pleas, at the Court House, on the 5th day of October next ensuing, to answer a Bill in Chancery exhibited against them et al. by Samuel Mc Waide and that they shall in no wise omit under the penalty of one thousand dollars, and have then and there this writ. Witness John Cassil, Clerk of our

L. S.

said Court, at the Court House, this 9th day of August A.D. 1847 John Cassil Clerk of Com. Pleas which said Subpoena was on the 6th day of September A.D. 1847 returned by said Sheriff endorsed as follows to wit. Read this writ on the 10th August 1847 Executed the same on the 1st day of September 1847 by reading & delivery to each of the within named persons certified copies of this writ. John Smith Sheriff Marion Co. Ohio. And afterwards to wit at the October Term of said Court A.D. 1847 this Cause was continued. And afterwards, to wit on the 28th day of April A.D. 1848, on motion to the Court it is ordered that J. C. Soughty one of the Attorneys of this Court be appointed Guardian ad Litem for the infant defendants in this Cause, who thereupon appeared in open Court and accepted said appointment, and thereupon filed this answer in the words and figures following, to wit. The joint answer of Addison Astorn, Margaret Astorn, Elizabeth Astorn, Octavia Astorn, and Josiah Astorn infant defendants to the Bill of Samuel Mc Waide, by J. C. Soughty their Guardian ad litem. And the said Addison Astorn, Margaret Astorn, Elizabeth Astorn, Octavia Astorn, and Josiah Astorn by J. C. Soughty their Guardian ad litem now come and for answer to the said Bill of Complaint of the said Samuel Mc Waide say that they know nothing as to the truth or falsity of the several matters and things contained in said Bill and pray to be hence dismissed &c. Addison Astorn, Margaret Astorn, Elizabeth Astorn, Octavia Astorn, Josiah Astorn by J. C. Soughty their Guardian ad litem. And afterwards, to wit on the 28th day of April A.D. 1848, this Cause came on to be heard upon the bill, answer of Guardian ad litem, exhibits and testimony, and was argued by Counsel, on consideration whereof it is considered that the equity of the Case is with the complainant, the Court do therefore order and judge and decree, that the said defendants do within sixty days after they respectively arrive at the age of majority convey the premises in the said bill mentioned to the said Samuel Mc Waide in fee simple, and that in default thereof

that this decree shall stand as such conveyance, and that the costs of this suit be paid within sixty days by the said Alexander Burdick as administrator of the estate of said Marquis L. Estlin deceased, out of the funds of said estate and in default of such payment that execution issue therefor as upon judgments at Law, which costs are hereby taxed at Dollars Cents.

11.35

Attest: John Cassil, Clerk.

The State of Ohio

vs

James M. Hroy et al

L. S.

Pleas before his Honor James L. Torbert Esq. President, and James R. Smith, Christian Myers, and Levi Phelps his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand eight hundred and forty eight. Be it remembered, that heretofore to wit, on the 7th day of August A. D. 1847, The State of Ohio, by P. D. Cole its Attorney for that purpose, sued out of the Clerk's office of the Court aforesaid, the following writ of Summons, to wit, State of Ohio, Union County ss. To the Sheriff of said County Greeting. We command you to summon James M. Hroy, Zachariah M. Hroy & Wallace Herd, ^{to appear} forthwith before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County, to answer unto the State of Ohio, in a plea of Debt \$300.00, Damages one hundred dollars, and have you then there this writ. Witness, John Cassil, Clerk of said Court, at the Court House aforesaid this 7th day of Aug. A. D. 1847. John Cassil Clerk. upon which said writ was the following indorsement, to wit. Said brought on a recognizance entered into by the defendants on the 16th day of October A. D. 1846 before the Court of Common Pleas within & for the County of Union & State of Ohio, by which recognizance the Defendants acknowledged themselves to owe & stand indebted to the State of Ohio, in the penal sum of three hundred dollars conditioned for the appearance of James M. Hroy one of the Defendants before the Court of Common Pleas in and for said County, on the first day of the term thence next ensuing at 11 o'clock A. M. & answer to an indictment for forgery, abide the order of the Court & not depart the Court without leave, which bond has been forfeited, Debt claimed \$300.00 Damages \$100.00, and afterwards to wit, on the 7th day of August A. D. 1847, The said Sheriff returned said writ indorsed as follows, to wit. "Served this writ August 7th 1847 by delivering a certified copy of this writ to Wallace Herd & also to Zachariah M. Hroy & by leaving a certified copy of this writ at the residence of James M. Hroy, Philip Snider Sheriff, in and afterwards to wit, on the 8th day of September A. D. 1847, The plaintiff by P. D. Cole its Attorney filed herein the following declaration, to wit, State of Ohio, Union County ss. Court of Com. Pleas, Aug. Term 1847. The State of Ohio Plaintiff complains of James M. Hroy, Zachariah M. Hroy and Wallace Herd in a plea of debt for that whereas heretofore to wit, at the July Term of the Court of Common Pleas in the year eighteen hundred and forty six within & for the County of Union and State of Ohio the Grand Jury of said County regularly found and returned as a true bill an indictment against the said James M. Hroy for the crime of forgery, and whereas afterwards to wit, at the October Term of said Court of Common Pleas in the year last aforesaid at the County aforesaid, said indictment against

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The said James McHroy was still pending and undispensed of, and whereas the said Court then and there to wit, on the fourteenth day of October in the year eighteen hundred and forty six at the County aforesaid then and there required the said James McHroy to enter into a recognizance in the sum of three hundred dollars with sundry conditions that the said James McHroy should appear before the then next Court of Common Pleas of said County on the first day of the Term at ten o'clock A.M. and answer to said indictment for forgery abide the order of the Court and not depart without leave. And the plaintiff avers that the said James McHroy with the said Zachariah McHroy and Wallace Herd his sureties in pursuance of said order and requisition of said Court did then and there to wit, on the said fourteenth day of October eighteen hundred & forty six at the County aforesaid personally appear before the said Court of Common Pleas as aforesaid and then and there acknowledged themselves to owe & stand indebted to the state of Ohio each in the sum of three hundred dollars to be levied of their goods and chattels lands and tenements if default should be made in the condition following, to wit, that the said James McHroy should personally appear before the Court of Common Pleas on the first day of the Term thereof next to be holden in and for the County aforesaid at ten o'clock A.M. and answer to an indictment for forgery abide the order of the Court and not depart the Court without leave as by the record of said recognizance in the same Court of Common Pleas duly entered according to law and remaining and ready here in Court to be shown will more fully appear at large appear. And the plaintiff avers that the said James McHroy did not appear before the said Court of Common Pleas at the term thereof holden in and for the County aforesaid next after the said Recognizance was made and acknowledged as aforesaid as by the terms of said Recognizance he was bound to do, but being then and there to wit, on the seventh day of May eighteen hundred & forty seven three times solemnly called to come into Court and answer unto said indictment for forgery as by the terms of his recognizance he was bound to do, came not but made default, and the said Zachariah McHroy and Wallace Herd being each then and there three times solemnly called to come into Court and bring with them the body of the said James McHroy as by their said Recognizance they were bound to do, came not but made default, by reason whereof and of the premises it was then and there considered by the said Court of Common Pleas that the said Recognizance be and the same was then and there declared forfeited to the State of Ohio as by the record of said forfeiture in said Court of Common Pleas remaining and ready here to the Court to be shown more fully and at large appear, whereby an action hath accrued to the plaintiff to demand & have from the defendants the said sum of three hundred dollars, yet the defendants have not nor hath either of them paid the same or any part thereof to the damage of the plaintiff one hundred dollars. And whereas also the said plaintiff further complains of the defendants for that heretofore to wit, at the October term of the Court of Common Pleas within and for the County of Union aforesaid in the year eighteen hundred and forty six, an indictment for forgery against the said James McHroy was then presented in said Court and undetermined. And the said Court of Common Pleas

then and there to wit, on the fourteenth day of October in the year last aforesaid
 at the County aforesaid required the said James M. Hroy to enter into a certain
 other recognizance in the sum of three hundred dollars with surety conditioned
 that the said James M. Hroy should appear before the then next term of the
 Court of Common Pleas of said County on the first day of the term at ten o'clock
 A.M. and answer to said Indictment for forgery and abide the order of the
 Court and not depart the Court without leave. And the plaintiff avers that the
 said James M. Hroy with Zachariah M. Hroy and Wallace Herd his sureties
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 for the County aforesaid at ten o'clock A.M. and answer to said Indictment
 for forgery and abide the order of the Court and not depart the Court with-
 out leave as by the record of said recognizance in the same Court of Common
 Pleas duly entered according to law and remaining here in Court ready to be
 shewn will more fully and at large appear. And the plaintiff avers that
 the said James M. Hroy did not abide the order of said Court but departed
 the said Court without leave at the said term thereof next after the said re-
 cognizance was made & acknowledged as aforesaid contrary to the terms of
 his said last mentioned recognizance and being then and there to wit, on
 the seventh day of May eighteen hundred forty seven three times solemnly called
 to come into Court as by his said recognizance he was bound to do, came not
 but made default and the said Zachariah M. Hroy and Wallace Herd his said
 sureties were also then and there to wit, on the said seventh day of May eighteen
 hundred & forty seven each three times solemnly called to come into Court
 and being with them the body of the said James M. Hroy in discharge of their
 said recognizance in that behalf, came not but made default, by reason where-
 of and the premises it was then and there considered by the said Court of
 Common Pleas that the said recognizance be and the same was then and
 there declared to be forfeited to the State of Ohio as by the records of said forfeiture
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 shewn more fully and at large appear, whereby an action hath accrued to
 the plaintiff to demand and have from the defendants the said sum of three
 hundred dollars, yet the defendants have not, nor hath either of them paid
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 and therefore the plaintiff sues. And the plaintiff further complains of defen-
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 A.M. and answer to an indictment for forgery, abide the order of the Court
 and not depart the Court without leave. And the plaintiff avers that the
 said James McHroy with the said Zachariah McHroy and Wallace Herd
 his sureties in pursuance of said requisition of said Court then and there
 did appear before said Court and then and there acknowledged themselves
 to owe and stand indebted to the State of Ohio each in the sum of three hun
 dred dollars to be levied of the goods and chattels lands and tenements
 if default should be made in the condition following to wit, that the said
 James McHroy should appear before the Court of Common Pleas on the
 first day of the term thereof next to be holden in and for the County aforesaid
 at ten o'clock A.M. and then and there answer to an indictment
 for forgery and abide the order of the Court and not depart the Court
 without leave as by the record of said recognizance in the same Court
 of Common Pleas duly entered according to law and remaining and ready
 here in Court to be shewn will more fully and at large appear. And the
 plaintiff avers that the said James McHroy did depart the said Court
 of Common Pleas without leave at the term thereof holden in and for the
 County aforesaid next after the said recognizance was rendered and ac
 knowledged as aforesaid contrary to and in breach of the said condition
 of his said last mentioned recognizance and being then and there to wit
 on the seventh day of May in the year eighteen hundred and forty seven three
 times solemnly called to come into Court as by his said last mentioned
 recognizance he was bound to do. came not but made default, and the
 said Zachariah McHroy and Wallace Herd being each then and there three
 times solemnly called to come into Court and bring with them the body of
 the said James McHroy in discharge of their recognizance in that behalf
 came not but made default, by reason whereof and of the premises,
 it was then and there considered by said Court that the said last mentioned
 recognizance be and the same was then and there declared forfeited as by
 the record of said forfeiture in said Court remaining and ready here to
 the Court to be shewn more fully and at large appears whereby an action
 hath accrued to the plaintiff to demand and have from the defendants
 the said last mentioned sum of three hundred dollars, yet the defendants
 have not nor hath either of them paid the same or any part thereof to the
 damage of the Plaintiff one hundred dollars, & therefore the Plaintiff sues &c. By P.
 B. Cole, Special Pros. Attorney. And afterwards to wit at the October Term
 of said Court A.D. 1847, this cause was continued. And afterwards to wit
 on the 28th day of April A.D. 1848 this day came P.B. Cole Special Prosecuting
 Attorney for the State and the said James McHroy, Zachariah McHroy and
 Wallace Herd though three times solemnly called came not but made default
 whereupon it is considered that the said State of Ohio ought to recover its debt

against the said James M. Hroy, Zachariah M. Hroy and Wallace Hord and its damages by reason of the detention thereof, and neither of the parties requiring a jury, and the Court being fully advised in the premises defined that the said James M. Hroy, Zachariah M. Hroy and Wallace Hord do owe to the said State of Ohio, the sum of Three hundred dollars, and do assess the damages of the plaintiff by reason of the detention thereof, to one cent, therefore it is considered that the said State of Ohio recover of the said James M. Hroy, Zachariah M. Hroy & Wallace Hord the said sum of Three hundred dollars its debt aforesaid and the said sum of one cent its damages aforesaid, also its costs in this behalf expended taxed at

\$2.58 Attest: John Cassil, Clerk

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Rodney Pickett
vs
Wm W Woods &
Reuben P Mann

Pleas before his Honor James T. Robert Esq. President, and James R. Smith, Christian Myers and Levi Phelps, his Associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union, and State of Ohio, on the twenty fifth day of April in the year of Our Lord one thousand eight hundred and forty eight; Be it remem-bered that heretofore to wit. on the 25th day of April A. D. 1848, Came Rodney Pickett by Allison & Curry his Attorneys and filed herein the following note and power of Attorney, to confess judgment thereon, which said note and power of Attorney reads in the words and figures following, to wit. Six months after date we promise to pay unto Catharine Staley or bearer the sum of three hundred dollar for value received and we do hereby authorize and empower O. Curry or any other attorney at law in the State of Ohio, to appear in any Court of record in said State and in the County of Union at any Regular term of such Court and waive the issuing and service of process and confess a judgment against us and in favor of Catharine Staley for the sum of three hundred dollars and costs with interest from this date to the time of the rendition of said judgment and thereupon to release all error and waive all right and benefit of appeal in our behalf. April 25 A. D. 1848 Wm W Woods Seal Reuben P Mann Seal
Attest Alexander Hamilton Jrd afterwards to wit. on the 28th day of April A. D. 1848 Came the said Rodney Pickett by his said Attorneys and filed herein his declaration in words and figures following, to wit. The State of Ohio, Union County ss. Court of Com. Pleas of the Term of April 1848 Rodney Pickett complains of William W Woods and Reuben P Mann in a plea of debt, for that whereas the said defendants on the 25th day of April at the County of Union 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 one Catharine Staley, and thereby bound themselves to pay to the said Catharine Staley or bearer Three hundred dollars in six months after the date thereof which period has now elapsed, and the said Catharine Staley then and there endorsed the same to the said Rodney Pickett whereof the said defendants then and there had notice, and then and there in consider

Harmer & Heminway
Sophia Heminway
vs
Jas Reynolds & als

ation of the premises promised to pay the amount of the said writing obligatory according to the tenor and effect thereof. Yet the said defendants have not paid the said sum of money, nor any part thereof. To the damage of the said Rodney Pickett four hundred dollars, and thereupon he brings his suit v. By Allison & Curry his attys. And afterwards to wit, on the 25th day of April A.D. 1848, the said defendants by J. C. Doughty their attorney filed herein their plea in the words and the figures following, to wit, William W Woods & Reuben P Mann ade Rodney Pickett, Union Term Pleas April Term A.D. 1848 In Debt. And the said defendants come and say that they cannot gainsay the action of the said plaintiff but confess that they do owe and are indebted unto the said Plaintiff in the sum of two hundred and seventy two dollars and fifty eight cents, after deducting out a payment of \$27.42 and that the plaintiff has sustained damages by reason of the detention thereof at twenty six dollars and sixty cents, and by virtue of a Power of Attorney for that purpose, executed by defendants, judgment is confessed for the said sum of two hundred and seventy two dollars and fifty eight cents debt, and the said sum of twenty six dollars and sixty cents damages, and by virtue of the same power of Attorney all error and writs of error are released. J. C. Doughty Attorney for defendants. And afterwards to wit, on the 28th day of April A.D. 1848 this day came into court Rodney Pickett by Allison & Curry his Counsel and filed his declaration against the said William W Woods and Reuben P Mann, and thereupon Jackson Doughty one of the Attorneys of this court appeared in open court in behalf of the said William W Woods and Reuben P Mann, and by virtue of a warrant of Attorney for that purpose executed by the said William W Woods & Reuben P Mann and now produced in open court and duly proved, waived the issuing and service of process and acknowledged that the said William W Woods & Reuben P Mann do owe to the said Rodney Pickett the sum of two hundred and seventy two dollars & fifty eight cents debt and twenty six dollars and sixty cents his damages by reason of the detention thereof, therefore it is considered that the said Rodney Pickett recover of the said William W Woods & Reuben P Mann, the said sum of two hundred and seventy two dollars & fifty eight cents his debt aforesaid, and the said sum of twenty six dollars & sixty cents his damages aforesaid, and also his costs in this behalf expended taxed at _____ Dollars And by virtue of the same warrant of Attorney all error and writs of error are released.

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Attest. John Cassil, Clerk.

Harmon & Hemmings
 Sophia Hemmings
 vs
 Ira Reynolds et als

Pleas before his Honor James Lorbert Esq. President, and James R Smith Christian Myers and Levi Phelps his associates Judges at a court of common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord, one thousand eight hundred and forty eight. Be it remembered

That heretofore to wit, on the 17th day of July, A.D. 1847 came Farmer, Herminway
 & wife by Allison Curry their Solicitors and filed in the office of the Clerk of
 said Court their Bill in Chancery in the words and figures following to wit To the
 Court of Common Pleas within and for the County of Union and State of Ohio in
 Chancery sitting, Farmer, Herminway and Sophia Herminway his wife formerly
 Sophia Reynolds) both of Union County, Ohio represent to the Court that Elisha
 Reynolds late of said County, departed this life on or about the 10th day of Feb^r
 A.D. 1843 & leaving the said Sophia his widow and leaving Ira Reynolds of Logan
 County, Ohio, Elisha L Reynolds, of said Union County, Sarah Reynolds of said
 Union County, Martha Jane Reynolds, of said Union County, Elizabeth Potter (for-
 merly Elizabeth Reynolds) now intermarried with Edward Potter, residing in Delaware
 County, Ohio, Selila Smith (formerly Reynolds) & Redmy Smith her husband both
 of said Delaware County; Hila Woodworth (formerly Reynolds) and Isaac A Wood-
 worth her husband both of said Union County; Elizabeth Sterrit and John Sterrit
 of Fairfield County, Elisha B. Brown, James S. Brown, Corintha Brown of said
 Delaware County, Asa S. Brown of said Union County, Sarah E. Brown of Fairfield
 County, Susanna Reynolds of Union County, Benjamin Reynolds of Union County
 and Verilia Reynolds and Mary E. Reynolds of Union County his heirs at law
 and legal representatives, that Susan F. Taylor formerly widow of Sumner Reynolds
 deceased is entitled to dower in said Sumners share of said estate, that the said Elisha
 Reynolds during coverture with your petitioners was seized as an estate of inheritance
 of the following Real Estate to wit, part of Survey No. 7789 in said County of Union
 (originally in the name of Joseph Parrot bounded on the north by lands of Benjamin
 Hopkins and Moses Fullington, on the north west by lands of Isaac A. Woodworth on
 the south west by lands of James C. Miller, on the east by Survey No. 4946, also
 eighty four acres being part of Survey No. 5265 in said Union County, bounded on
 the north by a lot owned by David Miller on the east and south by lands of James C.
 Miller, on the west by land of Benjamin Hopkins and containing eighty four acres
 also thirty six acres in said Union County, being part of Survey No. 4946 & bounded
 on the south and east by James C. Miller land on the north by the last above described
 lot of said Elisha Reynolds land and a Survey of R. Means land, on the west by
 the last above mentioned lot of said Elisha Reynolds land and Parrot's Survey No.
 7789, also a part of Lot No. 19 in Margaret Baileys Subdivision of the eastern two thirds
 of Virginia Military Survey No. 3351, beginning in the Hinton Mill Road at the corner of
 Lot No. 18 owned by Levi Phelps, thence east with said Road 50 poles to a stake the corner
 of Samuel B. Johnsons land, thence south with Johnsons line 80 poles to a stake in
 said line, thence N. 50 poles to a stake in said line, thence N. 50 poles to a stake in the
 said Levi Phelps line, thence N. 80 poles to the beginning containing 25 acres, also
 part of Survey No. 12472, beginning at a stake southeasterly corner to a lot of 94 acres
 of land sold to Sarah Reynolds on said Survey, thence S. 7^o N. 30^o E. 115 poles to a stake
 in the original line of said Survey, thence with said line N. 83^o W. 115 poles to the corner
 of Benjamin Jenners lot, part of said Survey, thence with said Jenners line N. 7^o E. 130
 poles passing said Jenners corner and with the line of J. Wilson, to a stake corner
 to said Sarah Reynolds land, thence with her line S. 83^o E. 115 poles to the beginning
 it being lot No. 5 of a sub division surveyed by Alexander Robinson containing
 ninety four acres, also a part of John A. Goodenows share in the sub division of Lucy

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Wrights Share in the subdivision of Dudley Claitours Survey No 6293 in said Union
County, Beginning at three oaks and a beech south west corner to the said
Share of John M Goodenow, Thence N. 85. E. 167 poles to a stake on the Road, N.W. corner
of a lot by said Levin Hastings conveyed to Philip Plummer, Thence with his line
N. 8. W. 298 poles to two beeches in the north line of the Survey, Thence with said line S.
85. W 85 poles to two beeches, corner of a lot sold by said Hastings to Isaac Cade, Thence
with his line S. 5. E. 80 poles to a hickory & two ashes in south east corner, Thence
with his line S. 85. W. 94 poles to an elm and ash his N.W. corner in the west line of
said Goodenows Share, Thence with said line S. 13. W. 218 poles to the beginning
containing two hundred and eighty five acres more or less. Also In lots num-
bered 60, 113, and 120 in the Town of Mansserville in said Union County, in all
of which lands above described your orator is entitled to dower, and that
your petitioner on or about the fourth day of July A.D. 1847 in a peaceable
manner requested the said Heirs of said Elisha Reynolds deceased, and
the said Susan F. (formerly widow of Sumner Reynolds) to assign reasonable
dower in said premises to your petitioner, which they refused to do, your
petitioner therefore prays that the said Isa Reynolds, Elisha L Reynolds, Sarah
Reynolds, Martha Jane Reynolds, Elizabeth Potter, Edward Potter, Selila Smith,
Rodney Smith, Hilaria Woodworth, Isaac A Woodworth, Elizabeth Stenit, John
Stenit, Elisha D Proin, James G Proin, Corinna Proin, John D Proin, Sa-
rah E Proin, Sarepta Reynolds, Benam Reynolds, Mary E Reynolds, Benitia
Reynolds, and Susan F Taylor may be made defendants to this petition; that
they may answer the same and that reasonable dower in said premises
may be assigned to your petitioner, and that she may have such other
and further relief in the premises as shall seem equitable, By Allison
O Levey her solicitors, and afterwards to wit, on the 17th day of July A.D. 1847,
the following subpoena in Chancery was issued and delivered to the Sheriff
of Union County, to wit, The State of Ohio, Union County, ss. To the Sheriff
of the County of Union Greeting, We command you that you summon
Elisha L Reynolds, Sarah Reynolds, Martha Jane Reynolds, Hila Woodworth,
Isaac Woodworth, John D Proin, Sarepta Reynolds, Benam Reynolds, Benitia
Reynolds and Mary E Reynolds, to appear before the judges of our Court of
Common Pleas, at the Court House, on the 3rd day of August next ensuing,
to answer a Petition in Chancery, exhibited against them and others by Sar-
anery Henningway and Sophia Henningway, and that they shall in no wise
omit, under the penalty of one thousand dollars, and have then and
there this writ, Witness John Cassil, Clerk of our said Court, at the Court House
this 17th day of July A.D. 1847 John Cassil Clerk of Com. Pleas, which said
subpoena was on the 3rd day of August A.D. 1847 returned by said Sheriff
entered as follows, to wit, July 30, 1847 served this writ by copy on all the
within defendants except the four last therein mentioned, Philip Sinder
Sheriff, and afterwards to wit, on the said 17th day of July A.D. 1847 the following sub-
poena in Chancery was issued and sent to the Sheriff of Delaware County to wit,
The State of Ohio, Union County, ss. To the Sheriff of the County of Delaware Greeting,
We command you that you summon Elizabeth Potter, Edward Potter, Selila
Smith, Rodney Smith, Elisha D Proin, James G Proin, and Corinna

L. S.

L.S.

Irwin, to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Petition in Chancery exhibited against them and others by Farmer, Herminway and Sophia Herminway and this they shall in no wise omit, under the penalty of one thousand dollars, and have then and there this writ. Witness John Cassil Clerk of our said Court, at the Court House this 17th day of July, A.D. 1847 John Cassil Clerk of Com. Pleas, which said Subpoena was on the 26th day of July A.D. 1847, returned by said Sheriff endorsed as follows, to wit, "July 22nd 1847 served on all the within persons by leaving certified copies of this writ, personally with James Guin Irwin & Elisha B. Irwin, and at the residence of the other within named persons, Richd Jones Shuff. del. Co. C." And afterwards to wit on the said 17th day of July, A.D. 1847 the following Subpoena in Chancery was issued and sent to the Sheriff of Champaign County, to wit, The State of Ohio Union County ss. To the Sheriff of the County of Champaign Greeting, We command you, that you summon Susan F. Taylor Susetta Reynolds, Demaria Reynolds, Annetta Reynolds, & Mary E. Reynolds, to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Petition in Chancery exhibited against them & others by Farmer, Herminway and Sophia Herminway and this they shall in no wise omit, under the penalty of one thousand dollars and have then and there this writ. Witness John Cassil, Clerk of our said Court at the Court House this 17th day of July, A.D. 1847 John Cassil Clerk of Com. Pleas, which Subpoena was on the 28th day of July, A.D. 1847 returned by said Sheriff with the following endorsement, to wit, "July 23/47 Personally served on all the within named persons with a copy of this writ, I West Shuff Co. Co." And afterwards to wit, on the said 17th day of July, A.D. 1847 the following Subpoena in Chancery was issued and sent to the Sheriff of Logan County, to wit, The State of Ohio, Union County ss. To the Sheriff of Logan County, Greeting, We command you that you summon Ira Reynolds, to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing to answer a Petition in Chancery exhibited against him and others by Farmer Herminway and Sophia Herminway and this he shall in no wise omit, under the penalty of one thousand dollars, and have then and there this writ. Witness John Cassil, Clerk of our said Court at the Court House, this 17th day of July, A.D. 1847 John Cassil Clerk of Com. Pleas, which Subpoena was on the 29th day of July, A.D. 1847 returned by said Sheriff with the following endorsement, to wit, Served on the within named Ira Reynolds on the 27th day of July 1847 by leaving at his usual place of abode a certified copy of this writ, John Underwood Sr. Sheriff of Logan County, Ohio." And afterwards to wit, on the 9th day of October A.D. 1847 came John A. Stimat and Mary E. Stimat his in their own proper persons and filed herein their answer in words as follows, to wit, The Joint Answer of John Stimat and Elizabeth Stimat his wife to the petition for Dower exhibited against them by Farmer, Herminway and Sophia Herminway his wife petitioners in the Court of Common Pleas of Union County, Ohio. The said John Stimat and Elizabeth Stimat his wife, now come and for answer to the said petition say that they admit all the allegations of said bill to be true; and that the

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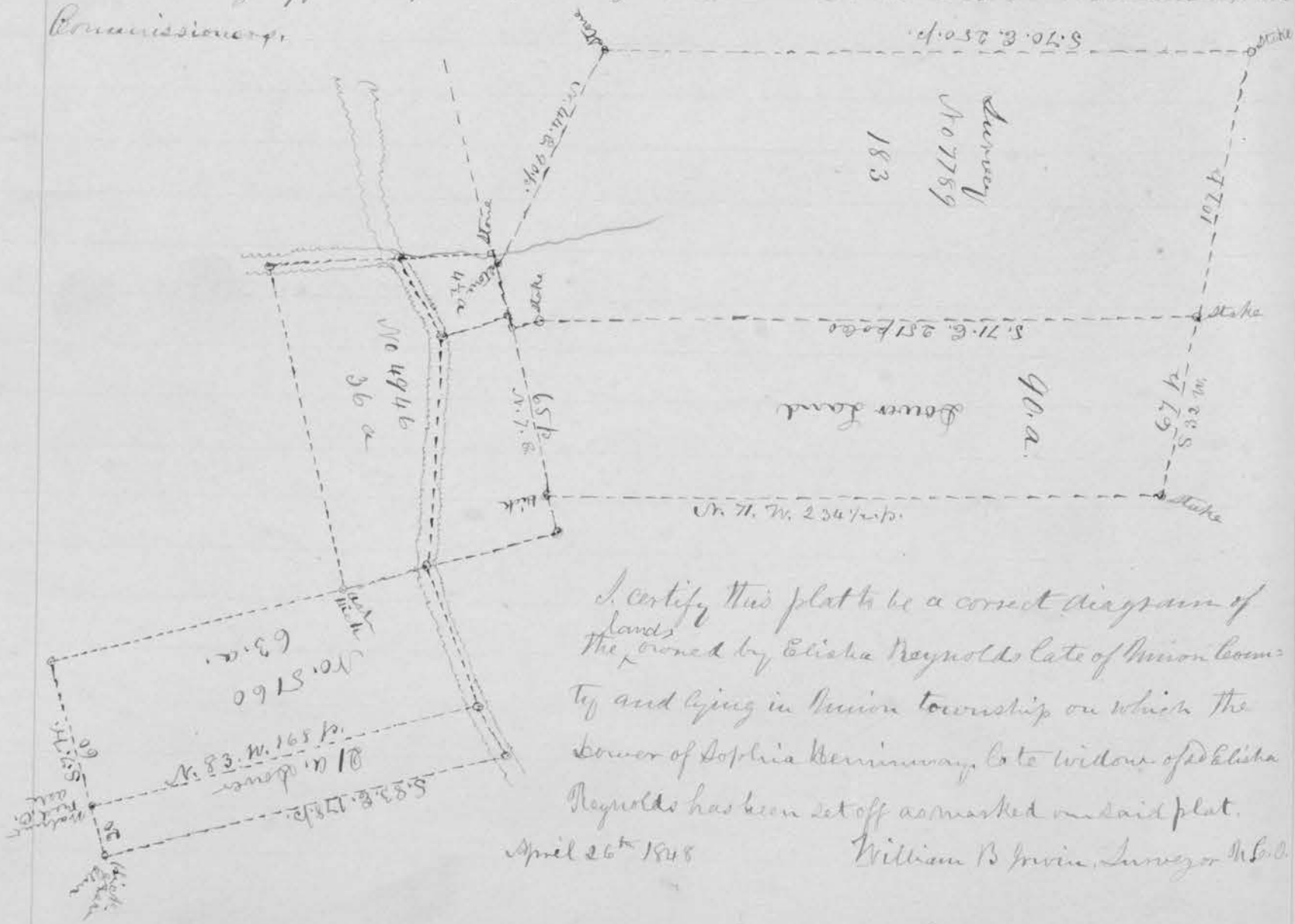
L.S.

Several persons therein named have title to said lands as is alleged in said petition, and they hereby waive process and service thereof and enter hereby their appearance in this cause, and they do hereby consent that dower may be assigned pursuant to the prayer of said petition and according to law in said lands, and having thus fully answered they pray to be hence dismissed, John A. Stinatt, Mary E. Stinatt, And afterwards to wit on the 9th day of October A.D. 1847 came by private Lee Guardian of Sarah E. Prwin in his own proper person and filed herein his answer for said Sarah E. Prwin in words following to wit. The separate answer of Sarah E. Prwin of Fairfield County, Ohio, by by private Lee her Guardian, to the Petition for dower exhibited against her and others by Farmery Herminway and Sophia Herminway his wife petitioners in the Court of Common Pleas of Union County, Ohio. The said Sarah E. Prwin by by private Lee her Guardian now comes and for answer to said petition says that they admit all the allegations of said bill to be true, and that the several persons therein named have title to said lands as is alleged in said petition, and she hereby waives process and service thereof and enters hereby her appearance in this cause, and she does hereby consent that dower may be assigned pursuant to the prayer of said petition and according to law in said lands, and having thus fully answered she prays to be hence dismissed, C. Lee, Guardian. And afterwards to wit on the 25th day of April A.D. 1848 on motion of the Court by Messrs. Elisha & Gury Counsel for the Petitioners It is ordered that the said Petitioners be endowed of one full equal third part of the lands in the said petition described, and it is further ordered that a writ issue to the Sheriff of Union County commanding him, that by the oaths of William B. Prwin, John F. Sabin and John Reed 3^d three judicious disinterested men of the vicinity, who are not of kin to either of said parties, he cause such dower to be set off and assigned to the said Petitioners according to the Statute in such case made and provided, and make his report forthwith. And afterwards to wit on the 25th day of April A.D. 1848 a writ of dower was issued and delivered to the said Sheriff of Union County, in the words and figures following, to wit. The State of Ohio, Union County ss. To the Sheriff of Union County Greeting, We command you that without delay by the oaths W. B. Prwin, John Reed 3^d and John F. Sabin disinterested men of the vicinity you cause to be set off and assigned to Sophia Herminway of Union County late widow of Elisha Reynolds late of said County, one full equal third part of the following real estate situate in said County of Union To wit Survey No 7789, 273 acres - No 4946, 36 acres - No 5260, 84 acres - No 3351, 28 acres - 12472, 94 acres and No. 6293 15 2 acres, Also in Lots in Marysville No. 60, 113, 120. In pursuance of an order lately made in our said Court of Common Pleas within and for said County of Union, in a certain petition for dower wherein the said Sophia Herminway is petitioner and the heirs of Elisha Reynolds are respondents, and that your proceedings in the premises, you distinctly certify under your hand to our said Court of Common Pleas, forthwith and have you then these things done, Witness John Cassil, Clerk of said Court at the Court House in Marysville this 25th day of April A.D. 1848. John Cassil Clerk

L.S.

Pleas at the Court
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and afterwards to wit, on the 25th day of April A.D. 1848 the said Sheriff returned said writ endorsed as follows to wit, "I have executed this writ by the oaths of the within named Commissioners whose report is herewith returned, April 25, 1848 Philip Snider Sheriff of Union County. The said report of the Commissioners therewith filed reads in the words and figures following, to wit, Sophia Hemmaway, as Heir of Elisha Reynolds, Petition for Dower. In obedience to the writ of partition in the above case from the Court of Common Pleas for the County of Union Ohio at their April Term for 1848 in which the undersigned were appointed Commissioners to set off Dower in the lands named in sd writ would report that on actual view of all the lots named in sd order being shown by the Sheriff of sd County do appraise the different Lots as follows to wit, Survey No 7789 of 273 acres at \$14 dollars per acre amounts to 3822. No 4946 of 36 acres at nine dollars per acre amount 324. No 5260 of 84 " " five dollars per a 420. No 3351 of 25 " " ten dollars per a 250. No 12472 of 94 " " three " per a 282. No 6293 of 152 " " " 456. In Lot in Marysville No 60 at 60. No 113 at 210. No 120 at 150 - (Total) \$5974, amounting to five thousand nine hundred and seventy four dollars, and be set off to Sophia Hemmaway late widow of Elisha Reynolds dec'd as her Dower in the above real estate the following portion, by the following boundaries, beginning at a hickory tree N.E. corner of sd Reynolds farm, thence running with the north line N. 71. West 234 1/2 poles to a stake then with the line then with his line S. 32. W. 67 poles to a stake then S. 71. E. 251 poles to a stake at the centre of the west line of lot No 29 in the Town of Horner, thence N. 83. E. 10 poles to the line of Willie Heath Survey No 4946 then with said line N. 7. E. 91 poles to the beginning containing 90 acres - Also for timber 31 acres on survey No 5260 as follows beginning at an ash elm & Hickory one of the original corners to the survey running with the east line South 7. West 20 poles to a walnut ash and red oak then N. 83. W. 118 poles to the centre of the creek then up the creek N. 10. W. 21 poles to the line of Hitters Lot then with his line S. 83. E. 178 poles to the beginning all of which will appear on the accompanying plat. April 27th 1848 John Habins John Reed & William B Brown Commissioners.



I certify this plat to be a correct diagram of lands the owned by Elisha Reynolds late of Union County and lying in Union township on which the Dower of Sophia Hemmaway, late widow of Elisha Reynolds has been set off as marked on said plat.

April 26th 1848

William B Brown, Surveyor N.C.

Michael
 v
 Samuel H. Kezartie

Sheriff returned
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said plat.
Surveyor M. C. B.

And afterwards to wit, on the 28th day of April A. D. 1848, on motion to the Court by Messrs. Allison & Barry, counsel for Petitioner, and upon producing the proceedings of the Sheriff and the assignment of lower to the Petitioners by him made in pursuance of a former order of this Court and the same being examined, It is ordered that said proceedings and assignment of lower be and the same are hereby approved and Confirmed and that the said petitioners stand endowed of so much of said real estate as contained within said assignment and bounded as follows, beginning at a hickory tree N. E. corner of said Reynolds from thence running with the north line N. 71. West 234 1/2 poles to the S. S. Woodworth line, then with his line S. 32. W. 67 poles to a stake, thence S. 71. E. 251 poles to a stake the Centre of the west line of Lot No. 29, in the town of Homer thence S. 83. E. 10 poles to the line of William Heath Survey No 4946, thence with said line N. 7. E. 91 poles to the beginning containing 90 acres also for timber 21 acres on Survey No 5260 as follows, beginning at an ash elm and hickory one of the Original corners to the survey running with East line South 7. West 20 poles to a walnut ash and red oak, thence S. 83. W. 168 poles to the centre of the creek, thence up the creek N. 10. W. 31 poles to the line of Miller Lot thence with his line S. 83. E. 178 poles to the beginning, and it is further ordered that a writ of seign issue to said Sheriff, Commanding him to deliver to said Farmer, Heninway & wife full possession of the premises assigned to her as aforesaid, and it is further ordered that the Costs of this suit amounting to \$44.40 Dollars be paid within thirty days by the defendants, and in default thereof that execution issue therefor as upon Judgments at Law.

\$44.40 Attest: John Cassil, Clerk.

Munson H. Michael vs Samuel H. Kezartie

Pleas before his Honor James L. Lorbert Esq. President and James R. Smith, Christian Myers and Levi Phelps his associates, Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of Our Lord one thousand eight hundred and forty eight. Be it Remembered that heretofore to wit, on the 3rd day of May A. D. 1847 came Munson H. Michael and filed in the Clerks office of said Court a transcript which reads in the words and figures following, to wit, The State of Ohio, Union County, Paris Township.

Munson H. Michael	Suit brought on an action of Debt, Damages claimed \$96.00.
vs	Bill of Particulars filed, Stewards amount to November 11.
Samuel H. Kezartie	1846, Summons issued for the appearance of the Defendant November 14 th 1846 at 3 o'clock P.M. and delivered it to Abel Marks
Plffs costs.	Constable. November 18, 1846 Summons returned endorsed
The issuing summons	12 1/2
" 1 st subpoena	24 "
" 2 ^d "	20 1/2
" 3 ^d do	16 "
Securing witnesses	24
Adjournment	10

November 18, 1846 at request of Plaintiff subpoena issued for Simon Lee, Bill Welch, A. L. Moome, & P. E. Brown, and delivered it to Abel Marks Constable, November 21, 1846 at request of defendant

Ans. Bail for stay of Ex	25	Subpoena issued for W. J. Brophy and delivered to Abel Marks
" Bail on Appeal	25	Constable. November 21. 1846. 3 o'clock P. M. The parties ap-
" Entering Satisfaction	10	peared and thereupon this cause is adjourned until the
" Manuscript	$\frac{31\frac{1}{2}}{199}$	28 th day of November 1846 at 1 o'clock P. M. Nov. 26. 1846. At
Bail for appeal	$\frac{25}{1.68}$	request of Plff subpoena issued for Simon Lee. Bill Welch
Const. Abel Marks delivering sum	27 $\frac{1}{2}$	and J. P. G. Brown and delivered it to Abel Marks Constable.
" " " Subpoena	95	Nov. 26. 1846 at request of defendant subpoena issued for W. J.
Witnesses J. P. G. Brown 1 day	50	Brophy, Alexander C. Robinson, Peyton B. Smith, J. P. G. Brown
" Simon Lee 2 days	1.00	and J. Brothers and delivered to Abel Marks Constable, Nov.
" B. Welch 1 "	.50	ember 28. 1846, 1 o'clock P. M. Parties appeared. Trial had, the
J. A. Cherry (called)	.25	plaintiff sworn and examined as to the validity of his book
J. Brothers for security Plff	.50	account, Simon Lee, J. P. G. Brown, Bill Welch sworn and
Lefts Costs		J. A. Cherry affirmed and examined as witnesses on the
Ans 1 st Subpoena	12 $\frac{1}{2}$	part of the plaintiff, W. J. Brophy, and A. C. Robinson sworn and
2 nd do	25 $\frac{1}{2}$	examined on the part of the defendant. It is therefore considered
Swearing witnesses	8	by me that the Plaintiff hath no cause of action in the premises
Entering judgment	$\frac{25}{74}$	against the defendant, and that the defendant go hence with
Const. Abel Marks delivering sum	70	out day and recover of the plaintiff his costs herein taxed
Witness W. J. Brophy	50	at two dollars forty four cents, P. B. Smith witness for defendant
A. C. Robinson	50	present but not sworn. In the action of Munson H. Michael

against Samuel K. Hezartee, J. Furman Correll do acknowledge myself bail for Munson H. Michael for stay of Execution for the sum of three dollars to be levied of my goods and chattels, lands and tenements, if default be made in the condition following which is that the said Munson H. Michael shall pay the amount of the judgment rendered in the action aforesaid together with the interest and costs, and costs that may accrue. Furman Correll. Taken signed and acknowledged this 30th day of November in the year 1846 James M. Wilkinson J. P.

Notice of Appeal by Plaintiff, December 8. 1846 Recognizance of bail taken on appeal by the Plaintiff Furman Correll security. The State of Ohio Union County Paris Township I do hereby certify that the above is a full and true copy from my docket, of the proceedings had by and before me, in the above case James M. Wilkinson J. P. of the aforesaid Township. The said Recognizance of bail, which was therewith filed reads as follows, to wit. In the action of Munson H. Michael against Samuel K. Hezartee J. Furman Correll acknowledge myself bail for the appellant, in the sum of fifty dollars to be levied of my goods and chattels, lands and tenements in case the appellant shall be condemned in the action, and shall fail to pay the condemnation money, and costs that have accrued or may accrue in the Court of Common Pleas, Furman Correll, Taken signed and acknowledged, on this 8th day of December A. D. 1846. before me James M. Wilkinson J. P. Seal. And afterwards to wit, on the 24th day of May, A. D. 1847, the said plaintiff by J. C. Doughty his attorney filed herein his narration which reads in the words and figures following, to wit. State of Ohio, Union County ss. In Union Common Pleas, May Term Eighteen hundred and forty seven, this cause is brought into Court by an appeal from the docket of James M. Wilkinson a Justice of the peace in and for the Township of Paris in said County, and thereupon the said Munson H. Michael complains of Samuel K. Hezartee in a plea of debt for that whereas the said Samuel K. Hezartee on the ninth day of November eighteen hun-

dred and forty six, was indebted to the said Munson H. Michael, in ninety six dol-
 lars for the price and value of goods, then and there bargained and sold to the
 plaintiff to the defendant at his request. And in ninety six 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 ninety six dollars for the price and value
 of work then and there done, and materials for the same provided by the
 plaintiff for the defendant at his request. And in ninety six dollars for
 money then and there lent by the plaintiff to the defendant at his request. And
 in ninety six dollars for money then and there paid by the plaintiff for the use of
 the defendant at his request. And in ninety six dollars for money then and there
 received by the defendant for the use of the plaintiff. And in ninety six dollars
 for money found to be due from the defendant to the plaintiff on an account
 then and there stated between them. And whereas the defendant, afterwards
 on the tenth day of November Eighteen hundred and forty six in consideration
 of the premises, then and there promised to pay said several sums of mone-
 y to the plaintiff on request, yet he hath disregarded his promises and hath
 not paid the said several sums of money, nor either of them nor any part
 thereof, to the damage of the plaintiff one hundred dollars and thereupon he
 brings suit. By D. C. Soughty his Attorney. And afterwards, to wit, on the 17th
 day of July A.D. 1847 came the defendant, by P. B. Cole his Attorney, and filed
 herein his Plea in words and figures as follows to wit, Samuel H. Kezatee ads
 Munson H. Michael, In Debt. And the said Samuel H. Kezatee now comes and
 defends &c. and says that he does not owe the said sum of money above de-
 manded, or any part thereof in manner & form as the said M. H. Michael hath
 complained against him, and of this he puts himself upon the Country, and
 the said Munson H. Michael doth the like. By P. B. Cole Atty for def. And the said
 plaintiff will take notice that the def. on the trial of this cause will give in evidence
 and insist, that at the time of the Commencement of this suit the plaintiff
 was indebted & still is to him for the price and value of a horse \$30. 50 note
 on Pondleton \$10. to Cash \$25. to 2 bunches \$5 to one over Court \$5 to account on Mr
 Riddle \$5. to Judgment on Esq. Patton's Account. 25 to 1 pair pantaloons \$2. to school
 books for family 3 to medicine & medical attendance on family 15 to note on
 J Jones 25 and for divers other notes 300, on account stated one hundred
 dollars and that on the trial he will ask for a Judgment against the plaintiff for
 the overplus by P. B. Cole his. And afterwards, to wit, at the August term A.D. 1847
 this Cause was continued by consent. And afterwards, to wit, at the October
 Term of said Court A.D. 1847, this Cause continued at costs of Plaintiff. Judg-
 ment for costs. And afterwards, to wit, on the 25th day of April A.D. 1848, this day
 came the parties by their Attorneys and thereupon came a Jury to wit, Henry
 W. Felkner, Abraham Stimmel, John Rice, Thomas Peacock, Andrew Scrimsh,
 Johnson, John Bount, David Watkins, Samuel Hawley, Jason Chapman,
 Jesse Porter, Josiah Westlake, who being empanelled and sworn, the truth to
 speak, upon the issue joined between the parties upon their oaths that the said Sam-
 uel H. Kezatee doth owe to the said Munson H. Michael, the sum of ninety cents
 in manner and form as the said Munson H. Michael hath complained against
 him, and they assess the damages of the said Munson H. Michael, by reason of the detaining

of the said debt, to ninety cents, therefore it is considered that the said Munson & Michael recover of the said Samuel H. Kezartee, the said sum of ninety cents his debt aforesaid in form aforesaid assessed and also his costs in his behalf expended, taxed at \$
 A bill of exceptions is taken by Plff. which is prayed to be made a part of the record in this case, all of which is according done. The said Bill of exceptions reads in the words following, to wit. Michael v. Kezartee, Union County Pleas. In this cause upon the trial before the Jury the plaintiff was sworn and examined touching the validity of his book account against the defendant and gave evidence tending to prove various items of charge against the defendant, and that he kept no account of credits in his account against the defendant, and the account book produced was the only account he had. The defendant on cross examination proposed to ask the plaintiff as to certain items of property mentioned in the notice of set off, and sold and delivered to the plaintiff by the defendant which the defendant claimed and proposed to prove should have been credited in the account sworn to by the plaintiff before the jury and which the defendant claimed that the plaintiff had omitted to credit in his account book, to which the plaintiff objected and the Court sustained the objection and refused to permit the defendant to make the proof aforesaid so proposed in manner aforesaid, and the defendant thereupon excepted to said opinion and ruling of the Court and prayed that his exceptions might be sealed which is done accordingly, J. L. Torbert Seal James R. Smith Seal, Levi Phelps Seal Christian Myers Seal

Attest, John Cassil, Clerk

Anna Myers
 vs
 Jacob Myers

Pleas before his Honor James L. Torbert Esq. President, and James R. Smith, Christian Myers, and Levi Phelps his Associates, Judges, at a Court of Common Pleas, began and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty fifth day of April in the year of our Lord one thousand eight hundred and forty eight: Be it remembered that heretofore, to wit, on the 7th day of August A.D. 1847 Anna Myers by Allison's Curry her Attorney, for that purpose sued out of the Clerk's Office of the Court aforesaid, the following writ of summons, to wit, State of Ohio Union County, ss. To the Sheriff of said County, greeting. We command you to summon Jacob Myers 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 Anna Myers in a plea of covenant damages five hundred dollars, and have you then there this writ, Witness, John Cassil, Clerk of said Court, at the Court House aforesaid this 7 day of Aug. A.D. 1847. John Cassil Clerk, upon which said writ was the following endorsement, to wit, Suit brought on a bond given for maintenance vs. made by the defendant to the plaintiff for five hundred dollars, dated day of October 1844 vs. Damages claimed \$500. Allison & Curry Atty for Plff. And afterwards to wit on the 7th day of August A.D. 1847 the said Sheriff returned said writ with his endorsement thereon as follows, to wit, Served this writ

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Aug 7. 1847 by certified Copy delivered to defendant, Philip Luider Sheriff.
And afterwards to wit, on the 27th day of August A.D. 1847 the plaintiff by Allison
& Curry her Attorneys, filed herein her Declaration which reads in the words
and figures following to wit. Court of Common Pleas of Union County
of the Term of August, In the year of our Lord 1847. The State of Ohio,
Union County ss. Anna Myers by Allison & Curry her Attorneys complains
of Jacob Myers in a plea of Covenant, for that whereas by a certain bond
made on the day of October in the year of our Lord one thousand eight
hundred and forty four, at the County of of said, by the said Jacob Myers,
sealed with his seal, and now to the best here shown, the date whereof is the
day and year aforesaid, it was witnessed that in consideration that the
said Anna Myers had then deeded to said Jacob Myers 600 one half
acres part of lot No. 2. in Survey No. 5498, Virginia Military Land lying
on Blues Creek in Dover Township, Union County, Ohio, said Jacob Myers
promised and agreed to support the said Anna Myers with suitable
food, clothing and care and attention in sickness and in health
during her natural life, and in all things to extend to her during
her said life, the kind attention, nursing, doctoring, &c. of an affection-
ate son, which said bond, witnessing, promising, and agreeing as aforesaid,
the said Anna Myers then and there accepted as a legal, valid,
and binding agreement between the said Jacob Myers and the
said Anna Myers: And the plaintiff avers that she did, on the day
of the making of said bond deed and convey to said Jacob Myers, as
the consideration for said bond and for his said promise and agreement
therein as aforesaid contained and witnessed, all of the said promises
in said bond described; Yet the defendant thence hitherto did not
nor would support the said plaintiff with suitable, clothing, food and
care and attention in sickness and in health, and did not nor would
extend to the plaintiff the kind attention, nursing, doctoring, &c. of an
affectionate son according to the effect of the said bond and the said prom-
ise and agreement therein witnessed and contained, but therein
wholly failed and made default, hitherto, contrary to the form and
effect of said bond and of the said agreement of said defendant
so made in that behalf as aforesaid; to wit, at the County of Union afore-
said, To the damage of the Plaintiff of Five hundred dollars, and
thereupon she sues, &c. By Allison & Curry her Attorneys. And afterwards
to wit, on the 9th day of September 1847 the defendant by J. C. Long, Jr. and P. B.
Cole his Attorneys filed herein his plea in the words and figures following
to wit. Jacob Myers vs. Anna Myers, In covenant. And the said Jacob
Myers comes and defends and says that he hath not broken the said Cov-
enant in the said Declaration mentioned or any or either of them in manner
and form as the said Anna Myers hath complained against him and
of this he puts himself upon the Country, and the said Anna Myers doth
the like By J. C. Long, Jr. & P. B. Cole his Attys. The plaintiff will also take notice
that the defendant will insist and prove on the trial of the above cause that
he ever did and at all times furnish her, the plaintiff with all necessities

for her comfort and also furnish her with food clothing medicine and lod-
ging according to the agreement and that she did leave his house without any
cause or provocation and that he the defendant did his duty in every res-
pect towards her the said Plaintiff J. C. Soughty et for defendant. And
afterwards to wit at the October Term of said Court A.D. 1847 this cause was
continued at the costs of the defendant, And afterwards to wit on the
29th day of April A.D. 1848. This day came the parties by their attorneys and
thereupon came a jury to wit. John W. Robinson, James Reed, Richard
Bancroft, Joseph Gibson, Ralph Graham, John Reed, David DeMagne
George Reed, Josiah Reed, Daniel Longbrake, Michael Wood, and
James Welch who being empannelled and sworn the truth to speak
upon the issue joined between the parties upon their oaths do say, that the
defendant hath not broken the said covenant in the said declaration
mentioned in manner and form as the said Anna Myers hath com-
plained against him. Therefore it is considered that the said Jacob
Myers go hence without day and recover of the said Anna Myers his
costs and charges in this behalf expended taxed at \$

Attest: John Cassil, Clerk.

James F Boal &
George Doal Executors
vs
Heirs of David M Boal

Pleas before his Honor James T. Gilbert Esq. President, and James R. Smith,
Christian Myers and Levi Phelps his Associates, Judges, at a Court of Common Pleas
began and held at the Court House in the Town of Marysville in and for the County
of Union, and State of Ohio, on the twenty fifth day of April in the year of our Lord
one thousand eight hundred and forty eight. Be it remembered that hereto-
fore to wit on the 18th day of May A.D. 1847 came James F. Boal & George Doal
as Executors of the estate of David M. Boal deceased, by P. R. Cole their Solicitor and
filed in the office of the Clerk of said Court their Petition in the words and figures following
to wit. To the Court of Common Pleas in and for the County of Union, and State of Ohio
James F. Boal and George Doal as Executors of the estate of David M. Boal deceased
comes and shows the Court by way of Petition that on the 7th day of October A.D.
1843 the said David M. Boal then in life made a written agreement with one Wal-
ter Marshall for the conveyance by general warranty deed of forty five acres
and a half of land situate in the County of Union and State of Ohio, and describe
ed as follows to wit. part of lot No. 4, in Survey No. 5134 entered in the name of John
Bride, Beginning at a stake in the Dublin Road, running N. 36 1/2 N. 17 1/2 poles to a
stake; thence S. 53 1/2 N. 45 poles to a log wood witness, beech, Sugar & Logwood; thence
S. 36 1/2 E. 136 poles to a stake; thence S. 12 E. 16 poles to the Dublin Road; thence
with the road N. 78 E. 55 poles to the beginning, containing forty five acres and a
half. And your petitioner further represents, that the said Walter Marshall
gave the said David M. Boal his three several promissory notes for the pay-
ment of the purchase money, one for \$125 and two for \$75, each the amount of
said purchase money. And your petitioner further represents that the
amount of said purchase money, and all and each of the said notes

have been paid, as he believes, and as will appear by receipt on said written agreement, and the said notes, which agreement & notes are herewith filed and made part hereof. And your petitioner further states to the Court that said Waller Marshall took possession of said land under sale but the said David M Doal departed this life in without making said conveyance leaving your petitioners Executors of his estate by his last will and testament, which appointment your petitioners have accepted and legally qualified themselves to discharge. Your petitioner further states to the Court that inasmuch as the said Marshall has paid the purchase money for said land, your petitioners are desirous of completing of the said deed by conveying said land to the said Marshall or his assigns, Your petitioner further represents that the said David M Doal was married nor children but that his brothers and sisters are his heirs at law and as follows to wit. James L Reed & Margaret Reed his wife later Margaret Doal, Helen Doal, Martha Eliza Doal, Cornelia Ann Doal all residents of this County and all of age of majority, except the last named also Helen Doal a minor and resident of the State of Indiana. Your petitioners pray that the above named heirs, may be made defendants hereto, and upon final hearing of this cause the Court will make an order authorizing your petitioners or either of them to complete the said Contract of the said David M Doal by making a deed to the said Marshall or his assigns conveying the title of the said heirs in said land to the said Marshall or his assigns and as in duty bound they will ever pray, P. B. Cole Sol for Petitioners. The said written agreement, with the receipt thereon, and the said notes filed and made a part of said Petition read in the words and figures following to wit. Know all persons that I David M Doal of the County of Union and State of Ohio am held and firmly bound unto Waller Marshall in the sum of five hundred and fifty dollars to be paid to the said Waller Marshall his heirs executors Administrators or assigns as witness my hand and seal this 7th day of Oct one thousand eight hundred and forty three. The condition of the above obligation is such that whereas the said David M Doal hath this day sold to the said Waller Marshall the following piece or parcel of land in the County of Union and State of Ohio to wit. Part of lot No 6 (four) in survey No 5134 entered in the name of John Bider, Beginning at a stake in the Dublin Road, running N 36 1/2 W 17 1/2 poles to a stake thence S 3 1/2 W 45 poles to a Logwood witness beech sugar & Logwood thence S 36 1/2 E 136 poles to a stake thence S 12 E 16 poles to the Dublin Road thence with the road N 78 E 55 poles to the beginning containing forty five acres and a half (45 1/2) for the consideration of the sum of two hundred and seventy eight (278) dollars one hundred and twenty eight (128) dollars of which is to be paid on or before the first day of Dec next, and seventy five (75) dollars in one year from then, and the remaining seventy five (75) dollars in two years from the first of Dec next, according to the tenor and effect of three certain notes given for said sum to the said Doal by the said Marshall and payable as above. Now if the said Marshall shall well and truly pay to the said Doal the said notes when they shall become due

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and payable then the said Boal is to make and execute unto the said Marshall his heirs and assigns a deed of general warranty for the said land, but if the said Marshall shall fail to make payment of the notes as aforesaid then and in that case this obligation to be void and of no effect.

David M Boal (Dea). Received on the within bill bond one hundred and twenty eight dollars this 12th day of Dec 1843. David M Boal. 1843. On or before the first day of Dec 1844 I promise to pay to David M Boal or bearer the sum of seventy five dollars for value received this 7th day of March 1845. The following receipts are endorsed upon the back of said. Received on the within 20 dollars this 15th of April 1845. Received on the within one fifty three dollars, May 1845. On or before the first of June 1845 I promise to pay to David M Boal or bearer the sum of seventy five (75) dollars for value received this 7th day of March 1845. The following credits are endorsed on said last note to wit. \$15.00 for 1845 and \$6.25 Aug 4th 1846. And afterwards to wit. on the 18th day of May A.D. 1847 the following subpoena in Chancery was issued and delivered to the Sheriff of Union County to wit. The State of Ohio Union County D. To the Sheriff of the County of Union Greeting: We command you that you summon Alvin Boal, D. L. Need & Margaret Need his wife Martha Eliza Boal, Cornelia Ann Boal to appear before the judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Petition in Chancery exhibited against them by James F Boal & George Boal executors of the estate of D. M. Boal. And and this they shall in no wise omit, under the penalty of one thousand dollars: and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House, this 18th day of May A.D. 1847. John Cassil Clerk of Com. Pleas, which said subpoena was returned & paid on the 14th day of June A.D. 1847 and endorsed as follows to wit. Served on the 14th day of June by delivering a true copy of this writ to each one of the within defendants, Philip Sinden Sheriff. And afterwards to wit. at the October Term of said Court A.D. 1847 this cause was continued for service of process on some of defendants. And afterwards to wit. on the 24th day of April A.D. 1848. The said executors filed herein proof of publication of the pendency of said petition which reads in words and figures as follows to wit. State of Ohio Union County D. James F Boal et al, executors of the last will of David M Boal, dec'd vs John Boal, et al, heirs of said David M Boal, Court of Common Pleas. The said John Boal will take notice that on the 18th day of May, 1847, James F Boal and George M Boal, executors of the last will of David M Boal, dec'd filed in the clerks office of said Court their petition making him and the other heirs of said David M Boal, co. defendants. The said petition represents that the said David Boal on the 7th day of October, 1843, made a written agreement with one Waller Marshall for the sale and conveyance to the said Marshall by general warranty deed of forty five and a half acres of land which is described as follows: Part of Lot 20th in Survey No. 5734 in said County of Union; beginning at a stake in the Dublin Road, running N. 36 1/2 W 171 poles to a stake. Thence S. 53 1/2 W 145 poles to a dogwood witness a beech tree and dogwood; thence S. 36 1/2 E. 136 poles to a stake; thence S 12 E 16 poles

J. J.

William Fenton
Adm'r
vs
The Heirs of Emanuel Fenton deceased

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to the Dublin Road; thence with the Road N 75 E 55 poles to the beginning
 Said petition further represents that the said Marshall was to pay
 the said David M Doal Two hundred & seventy eight dollars purchase
 money that the said purchase money has been paid in full that
 the said D. M. Doal departed this life without making said conveyance
 and prays for authority to complete said contract by conveying to said
 Marshall said premises. P. B. Cole Atty for Petitioners. Attest John
 Cassil, Clerk, April 5, 1848. Doal vs Doal et al, State of Ohio, Union
 County ss. P. B. Cole Editor of the Argus a newspaper published in gene-
 ral circulation in said County makes solemn oath that the notice here-
 to attached was published in said for three weeks consecutively com-
 mencing on the 5 day of April 1848 P. B. Cole Sworn to & subscribed
 April 24-1848 John Cassil Clerk. And afterwards to wit on the
 29th day of April A. D. 1848, this day came the petitioners James F Doal
 and George M Doal, Executors of David M Doal deceased, and moved
 the Court for an order authorizing them either of them as such Execu-
 tors to convey to Waller Marshall by deed the premises in the petition
 described, and the Court being fully advised in the premises and
 being satisfied that the contract for the sale of said premises was
 duly made by the said David M Doal deceased in his lifetime, and
 further satisfied that the purchase money has been fully paid
 and the conditions of the contract fully complied with by the said
 Waller Marshall as alleged in said petition and that the said David
 M Doal (deceased) departed this life without having executed a deed for said
 premises, It is therefore ordered that the said James F Doal as such
 Executor of the said David M Doal be and he is hereby authorized
 to complete said contract by conveying the premises in the petition
 described for and on behalf of the heirs of the said David M Doal to the
 said Waller Marshall according to the form of the Statute in such
 case made and provided.

Attest: John Cassil, Clerk

William Fenton
 Admtr
 vs
 The Heirs of Emanuel
 Fenton deceased

Pleas before his Honor James L Forbert Esq, President, and James R
 Smith, Christian Myers and Levi Phelps his Associates, Judges, at a Court
 of Common Pleas began and held at the Court House in the Town of Marys-
 ville, in and for the County of Union, and State of Ohio, on the twenty
 fifth day of April in the year of Our Lord One thousand eight hun-
 dred and forty eight: Be it remembered that heretofore, to wit, on the
 14th day of February A. D. 1848 came William Fenton as administrator
 of the estate of Emanuel Fenton deceased by Messrs Cole & Miller his
 Solicitors and filed in the Clerks office of said Court, his Petition in
 the words and figures following, to wit: To the Court of Common Pleas
 within and for the County of Union & State of Ohio, William Fenton

Administrator of the estate of Emanuel Fenton deceased, late of Union
 County, comes and shows to the Court, by way of petition, that on the 22nd
 day of December A. D. 1838 the said Emanuel Fenton then in life but since
 deceased, made his written agreement with one William Jackson for the
 sale & conveyance to the said Jackson by good general warranty deed of
 one hundred & twenty eight acres of land more or less, situate in said
 County of Union & State of Ohio, & bounded & described as follows to wit,
 being part of Survey No. 3005 in the Virginia Military District beginning
 at an ash stump in the N. line of Buttons Lot, thence S. 80 W 220 poles to
 a hickory & water ash N. E. corner of Foxes land; thence N 10 W 111 poles to
 2 beeches in Magills line; thence with said Magills line N 80 E 123
 poles to 2 water beeches; thence S 14° 45" E 40 poles to a box elder & lynn
 thence N 80 E 88 poles to a stone; thence S 14° 45" E 72 poles to the
 beginning. Your petitioner further represents that the said Jackson was
 to pay the said Emanuel Fenton nine hundred and eighty dollars purchase
 money for said premises in manner following to wit. Two hundred dollars at the time
 of making said agreement, the receipt of which is therein acknowledged & the balance
 (\$780) on the first day of July thence next ensuing. Your petitioner further represents
 that the whole amount of said purchase money has been paid and a receipt
 in full endorsed upon said written agreement, which written agreement
 is herewith filed and made part hereof. Your petitioner further represents that
 the said Emanuel Fenton departed this life in — without making said con-
 veyance of said premises & in consideration of the purchase money having been paid
 Your petitioner having been appointed administrator of said decedent estate
 (which appointment he has accepted & legally qualified himself to discharge,)
 is anxious to complete said contract by conveying said premises to the said
 Jackson. The said decedent died leaving no widow. The following persons
 are the heirs having the next estate of inheritance in the premises above de-
 scribed from the said decedent namely; Abraham Beemer & Mary his wife
 late Mary Fenton residents of this County, and Thomas Fenton who resides
 in the Territory of Wisconsin. Your petitioner prays that the said persons above
 mentioned & described having the next estate of inheritance from said decedent
 be made parties defendants to this petition and that on the final hearing of
 this cause, he may be authorized to complete the said contract by conveying
 the said premises to the said Jackson or such other relief as he Cole & Ritter
 Sol^s for petitioner. (The said written agreement with the receipts thereon, filed and
 made a part of said petition read in the words and figures following, to wit.
 This Article written December 22nd 1838 by and between Emanuel Fenton on the
 one part and William Jackson on the other part, the said Emanuel Fenton hereby
 agrees to sell to the said William Jackson a certain piece of land, situated in Je-
 some Township Union County, and State of Ohio, containing one hundred
 and twenty eight acres more or less, for the lawful sum of nine hundred and
 eighty dollars. Two hundred dollars of which sum is paid to Emanuel Fenton
 by W Jackson, and the receipt of which is hereby acknowledged. The said
 Emanuel Fenton will furnish the said William Jackson with a good and
 warranty deed to above described land on the first day of July next upon

L. D.

William Jackson paying the remainder of the purchase money, seven hundred and eighty dollars signed by Emanuel Fenton, William Jackson, witness Eld Robinson, & June 15th 1839 Received of W^m Jackson on the within in Six hundred dollars, William Fenton adm^r to Emanuel Fenton Dec^d. Received on the within Two hundred dollars being the balance in full due on this Article, except fifteen dollars which the said Jackson is to pay over for costs and expens^s in obtaining a deed in Court - And I W^m Fenton Administrator of the estate of Emanuel Fenton Dec^d hereby agree to immediately file a bill for a to make a deed to the said Jackson for the within land as such administrator. Oct. 1st 1847. William Fenton Administrator. (Jud afterwards to wit. on the 6th day of April A.D. 1848. The following Subpoena in Chancery was issued and delivered to the Sheriff of Union County, to wit. The State of Ohio, Union County, ss. To The Sheriff of the County of Union Greeting We command you, that you summon Abraham Seemer and Mary Seemer to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the Term next ensuing, to answer a Petition in Chancery, exhibited against them et al by William Fenton Administrator of the estate of Emanuel Fenton deceased and this they shall in no wise omit, under the penalty of one thousand dollars, and have them and these this wit. witness John Cassil, Clerk of our said Court, at the Court House, this 6th day of April A.D. 1848. John Cassil Clerk of Court. Pleas. which said writ was on the 11th day of April A.D. 1848 returned by said Sheriff endorsed as follows. "Served this writ April 10. 1848 by delivering a certified copy thereof to each of the within named defendants, Philip Snider Sheriff. And afterwards to wit. on the 28th day of April A.D. 1848 the said Administrator filed herein proof of the publication of the pendency of said petition, which reads in the words and figures following, to wit. State of Ohio, Union County, ss. I, David W. English being duly sworn depose & say that the notice hereunto attached was published for six consecutive weeks, commencing on the 16th day of Feb^ry A.D. 1848, in a newspaper called the "Argon", printed in Marysville, Union County, Ohio, & that said newspaper had a general circulation in said County. D. W. English. Do Sworn to and subscribed before me this 28th day of April A.D. 1848 James M. Wilkinson J.P. The said notice therunto attached reads as follows, to wit. State of Ohio, Union County, ss. William Fenton, Adm^r, vs Thomas Fenton, et al. Heirs of Emanuel Fenton, Dec^d. Petition to Complete Contract. The said Thomas Fenton will take notice, that on the 14th day of February A.D. 1848, the above named W^m Fenton, Administrator of the estate of Emanuel Fenton, dec^d, filed in the Clerk's Office of the Court of Common Pleas, his petition making him and others defendants; said petition represents that the said Emanuel Fenton while in life, to wit. on the 22nd day of December A.D. 1838, made his written agreement with one William Jackson to sell and convey to the said Jackson upon condition hereinafter mentioned) by good general warranty deed, one hundred and twenty eight acres of land more or less; situate in said Co. of Union and State of Ohio, and bounded and described as follows, to wit: Being part of Survey No. 3005 in Virginia Military District, beginning at an ash stump

L. J.

in the north line of Button's lot; thence S 80 W 220 poles to a hickory and water ash
 S. E. corner of Fox's land; thence N 10 W 111 poles to 2 beeches in Magill's line; thence
 with said Magill's line N 80 E 123 poles to 2 water beeches; thence S 11 1/2 degrees 45
 W E 40 poles to a box elder and lyme; thence N 80 E 88 poles to a stone; thence S 1 1/2
 45 E 72 poles to the beginning. Said petition further represents that the said
 Jackson was to pay the said Emanuel Fenton nine hundred and eight
 dollars purchase money - that said purchase money has been paid in full
 that the said Emanuel Fenton departed this life in without making said
 conveyance and pray that on the final hearing of this cause, said petitioner
 may be authorized to complete said contract by conveying the said premises
 to the said Jackson Cole & Mitter Sols for Petitioner. Attest: John Cassil, Clerk
 Feb 16, 1848. And afterwards to wit. on the 29th day of April A.D. 1848. This day
 came the said William Fenton Administrator of Emanuel Fenton deced by
 Cole & Mitter his attys and moves the Court for an order authorizing a deed
 to be made by him as such administrator to William Jackson in pursu-
 ance of the contract in the petition mentioned. And the Court being satisfied that
 such contract was made by the said Emanuel Fenton in his life time and that
 the same has been fully complied with by the said William Jackson by payment
 of the purchase money in full, and the Court being further satisfied that the
 said Emanuel Fenton departed this life without having completed said
 contract by making a deed. Do order the said William Fenton, as such admin-
 istrator - execute and deliver a deed in fee simple for the premises in the bill
 described for and on behalf of the heirs of said Emanuel Fenton to the said Wil-
 liam Jackson according to the ~~form~~ of the Statute in such case made and
 provided.

\$2.00

Attest: John Cassil, Clerk

L. S.

Said Silvers
 vs
 Henry Goodrich

Plea before his Honor James L. Fortbert Esq. President, and James R. Smith
 Christian Myers and Levi Phelps his Associates Judges at a Court of Com-
 mon Pleas begun and held at the Court House in the Town of Marysville, in
 and for the County of Union and State of Ohio, on the twenty fifth day of April
 in the year of Our Lord one thousand eight hundred and forty eight. Be
 it remembered, that heretofore, to wit. on the 27th day of April A.D. 1848 said Sil-
 vers by Messrs Allison & Curry his Attorneys filed in the Clerks office of the
 Court aforesaid the following transcript, to wit.

David Silvers	Suit brought on note of hand which reads Octobers th 1842
vs	one day after date I promise to pay in the order of David
Henry Goodrich	Silvers, twelve dollars for value received signed Henry Good-
Deb't \$14.95	rich interest to this date Nov 11 th 1846 \$2.95. and the defendant
Judgment 12 1/2	Henry Goodrich came forward without process November
Execution .25	11 th 1846 and requested me to enter judgment whereupon

it is considered by me that the plaintiff David Silvers
 recover of the defendant Henry Goodrich the sum of fourteen dollars and
 ninety five cents debt with his costs herein taxed at twelve and a half cents.

execution issued on the above judgment October 5th 1847 delivered the same to Thomas Trunks Constable which was returned in due time endorsed served October 20th 1847 and no property found whereon to levy Constables fees Mileage 20 cents April 25th 1848 It is suggested to me that said defendant is possessed of lands liable to levy and sale on execution, The State of Ohio, Union County, Leetsburg Township ss I do hereby certify that the above is a full and true copy from my docket of the proceedings and suggestion had by and before me in the above cause, A. M. Allister J. P. of the aforesaid Township. And thereupon The following writ of Seizure Facias was issued out of the Clerks Office aforesaid and delivered to the Sheriff of said County, to wit. The State of Ohio, Union County ss. To the Sheriff of said County Greeting, Whereas David Silvers on the eleventh day of November A. D. 1846, recovered a judgment before Alexander M. Allister one of the Justices of the Peace within and for the said County of Union for the sum of Fourteen dollars and ninety five cents debt and costs of suit taxed at twelve & a half cents against Henry Goodrich upon which said judgment an execution was issued by the said Alexander M. Allister and returned no property found whereon to levy, But the defendant is possessed of real estate subject to his debts, as to no appears by a transcript of 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 Henry Goodrich to appear before our said Court of Common Pleas forthwith 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 consider of him in this behalf, and have you then there this writ, Witness John Cassil, Clerk of our said Court this 27th day of April A. D. 1848, John Cassil, Clerk which said writ was on the 29th day of April A. D. 1848 returned by said Sheriff endorsed as follows to wit. "Served this writ by delivering a certified copy thereof to the within named Henry Goodrich April 29th 1848 Philip Snider Sheriff. And afterwards to wit, on the 29th day of April A. D. 1848 This day, came the said David Silvers, and the said Henry Goodrich being solemnly called, came not but made default, and no cause being shown why execution should not issue from this Court, therefore it is considered that the said David Silvers have his execution against the goods and chattels, lands and tenements of the said Henry Goodrich for the debt and damages and costs due on said judgment below to wit, \$14.95 debt 12 1/2 cents costs, with interest thereon from the 11th day of November A. D. 1846, and 48 cents subsequent costs in the Court below and also his costs in this behalf expended taxed at Dollars.

L. S.

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Macon Trabue
vs
Samuel Layman

L. S.

Pleas before his Honor James L. Torbert Esq. President, and James R. Smith, Christian Myers, and Levi Phelps his Associates, Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union, and State of Ohio, on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight. Be it remembered that heretofore to wit, on the 25th day of April A.D. 1848. Macon Trabue by R. Thomas his Attorney sued out of the Clerks office of the Court aforesaid, the following writ of Summons, to wit, State of Ohio, Union County, ss. To the Sheriff of said County, Greeting, We command you to summon Samuel Layman 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 Macon Trabue in a plea of Assumpsit damages Four hundred dollars, and have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid this 25th day of April A.D. 1848. John Cassil Clerk, upon which said writ was the following endorsement, to wit, Suit not on note of hand given by defendant to Plaintiff for the sum of One hundred and twenty two dollars & 48 cents, dated March 8th 1845 and payable One day after date, also for goods sold and delivered, money paid & received, money lent &c. R. Thomas Atty for Pltff. And afterwards, to wit, on the 29th day of April A.D. 1848. the said Sheriff returned said writ with his endorsement thereon as follows to wit, "Served this writ by delivering a certified copy thereof to the within named defendant April 29, 1848 Philp Snider Sheriff. And afterwards to wit, on the 1st day of May A.D. 1848 the plaintiff by R. Thomas his attorney filed herein his declaration which reads in the words and figures following, to wit. The State of Ohio Union County ss. Court of Common Pleas, April Term 1848. Macon Trabue plaintiff in this suit complains of Samuel Layman defendant in this suit in a plea of assumpsit; for that whereas the defendant on the 8th day of March A.D. 1845 at Franklin County, to wit: at the County aforesaid, made his promissory note in writing, and then and there delivered the same to the said plaintiff and thereby then and there promised to pay said plaintiff the sum of One hundred & twenty two dollars and forty eight cents, one day after the date thereof, which period has now elapsed: and the said plaintiff then and there in consideration of the promises promised the plaintiff to pay him the amount of said note, according to the tenor and effect thereof. And for that whereas, also, the defendant on the 1st day of January A.D. 1846 at the County aforesaid was indebted to the plaintiff in the further sum of Three hundred dollars for the price and value of goods before that time bargained and sold by the plaintiff to the defendant at his request; also, in the further sum of Three hundred dollars, for the price and value of goods before that time sold and delivered by the plaintiff to the defendant at his request; also, in the further sum of Three hundred dollars, for work and labour before that time done, and materials for the same provided by the plaintiff for the defendant at his request; also, in the further sum of Three hundred dollars, for so much money before that time by the plaintiff lent and advanced to and paid, laid out and expended for the defendant at his request; also, in the further sum of Three hundred dollars for so much money before that time had and received by the defendant for the use of the plaintiff; and also, in the further sum of Three hundred dollars, founds to be due from the defen-

Michael L. Sullivan
vs
John M. Kinney

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And to the plaintiff on an account before that time stated between them. And whereas the defendant in consideration thereof afterwards, to wit, on the day and year last aforesaid at the Court aforesaid promised the plaintiff to pay the said several sums of money when requested; yet the defendant although afterwards requested so to do hath not paid said several sums of money, nor any part thereof to the plaintiff but hath neglected and refused, and still neglects and refuses to do so, to the damage of the plaintiff Four hundred dollars, wherefore he sues. By his Atty N Thomas. And afterwards to wit, on the 27th day of June A.D. 1848 This day came the plaintiff by his attorney, and the said Samuel Layman though solemnly called came not but made default; whereupon it is considered that the said Macon Trabue ought to recover his damages by reason of the premises and neither party requiring a jury and the Court being fully advised in the premises do assess the damages of the said Macon Trabue to one hundred and forty six dollars and seventy five cents (\$146.⁷⁵/₁₀₀) therefore it is considered that the said Macon Trabue recover of the said Samuel Layman the said sum of one hundred and forty six dollars and seventy five cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to

\$1.00 Attest: John Cassil, Clerk.

Michael L Sullivan
vs
John M Kinney

Pleas before his Honor James L Torbert Esq President, and James R Smith, Christian Myers, and Levi Phelps his Associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union, and State of Ohio, on the twenty seventh day of June in the year of Our Lord one thousand eight hundred and forty eight. Be it remembered, that heretofore, to wit, on the 27th day of June A.D. 1848. Came Michael L Sullivan by J. Brush his Attorney, and filed herein the following note and power of Attorney, to confess judgment thereon, to wit (\$115.⁵⁴/₁₀₀) Columbus O. Nov 12th 1847. For value received, Four months after date I promise to pay M. L. Sullivan or order the sum of one hundred and fifteen dollars, fifty four cents, John M Kinney. The following credits were endorsed thereon to wit. Credit by \$15. May 20 1848. Credit June 3rd 1848 Cash \$10.00. The said power of Attorney reads in the words and figures following, to wit. Know all men by these presents, that I, John M Kinney, do hereby authorize and empower any attorney, at law in the State of Ohio to waive the issuing and service of process, enter an appearance for me and confess a judgment against me for the amount of a promissory note, executed by me to Michael L Sullivan or order, for the sum of one hundred and fifteen dollars fifty four cents (\$115.⁵⁴/₁₀₀) in any Court of record in the State of Ohio, after the 10th day of May next, and to release all error and vinta of error - witness my hand and seal this 18th day of March A. D. 1848. John M Kinney Seal. And thereupon to wit, on said 27th day of June A.D. 1848 the said plaintiff filed herein his declaration

which reads in the words and figures following, to wit. State of Ohio, Union County, Court of Common Pleas, of the Term of June One thousand eight hundred and forty eight. Union County, D. Michael L. Sullivan Plaintiff in this suit by J. Brush his Attorney, complains of John McKinney Defendant in this suit, of a plea of trespass on the case, upon promises, &c. For that whereas the said Defendant heretofore, to wit: on the twelfth day of November one thousand eight hundred and forty seven at Columbus in the County of Franklin and State of Ohio, and within the jurisdiction of this Court, made certain promissory note in writing, bearing date the day and year aforesaid; and thereto, then and there, for value received Four months after date promised to pay, the said Plaintiff by the name and style of M. L. Sullivan or order, one hundred and fifteen dollars fifty four cents and then and there delivered the said promissory note to the said Plaintiff by means whereof, and by force of the Statute in such cases made and provided, the said Defendant then and there became liable to pay to the said Plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect of the said promissory note; and being so liable he the said Defendant in consideration thereof, afterwards, to wit, on the day and year aforesaid, at Columbus aforesaid, in the County and State aforesaid undertook and then and there faithfully promised the said Plaintiff to pay the said sum of money, in the said promissory note specified according to the tenor and effect thereof. (Yet the said Defendant (although often requested so to do) has not as yet paid the said sum of money, in the said promissory note specified, or any part thereof, to the said Plaintiff but the said Defendant to pay the same, has hitherto wholly neglected and refused, and still neglects and refuses so to do. And whereas also the said Defendant afterwards, to wit, on the first day of April in the year of our Lord, one thousand eight hundred and forty eight in the County aforesaid, was indebted unto the Plaintiff in the further sum of Two hundred dollars, for the price and value of goods then and there sold and delivered by the Plaintiff to the Defendant at his request; also in the further sum of Two hundred dollars, for work and labour, then and there done, and materials for the same provided by the Plaintiff for the Defendant at his request; also in the further sum of Two hundred dollars for so much money, then and there by the Plaintiff lent and advanced to, and paid, laid out and expended for the Defendant at his request, also in the further sum of Two hundred dollars for so much money, then and there had and received by the Defendant for the use of the Plaintiff and also in the further sum of Two hundred dollars found to be due from the Defendant to the Plaintiff on an account then and there stated between them; and so being indebted, the said Defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, undertook and then and there promised the Plaintiff to pay the aforesaid sums of money when thereunto afterwards requested so to do; Yet the said Defendant although often afterwards requested, has not paid the said several sums of money, or any part thereof to the Plaintiff, but has hitherto wholly neglected and refused so to do, and still does neglect and refuse, to the damage of the Plaintiff of Two hundred dollars and therefore he brings suit &c. J. Brush Atty for Plaintiff. And afterwards to wit on the 27th day of June A.D. 1848 the said Defendant by P. B. Cole his Attorney, filed here

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Joshua Spain
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Orville L. Spain et al

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in his plea in the words and figures following to wit. John McKimney Advs Michael L Sullivan, Union Common Pleas, June Term A.D. 1848. And the said defendant comes and says that he cannot gainsay the action of the said Plaintiff but confesses that he did assume and promise in manner and form as the said Plaintiff hath above thereof complained against him, and that the Plaintiff has sustained damages by reason thereof at the sum of one hundred and seventeen dollars fifty five cents and by virtue of a power of Attorney for that purpose executed by defendant, judgement is confessed by him for the said sum of one hundred and seventeen dollars fifty five cents, damages, and all errors and writs of error are released, P. B. Cole Atty for defendant. And afterwards to wit on the 27th day of June A.D. 1848. This day came the Plaintiff Michael L Sullivan by his Attorney and filed his declaration against the said defendant John McKimney, and by virtue of a warrant of Attorney for that purpose executed by the said defendant and now produced in open Court and duly proved, P. B. Cole Esq. one of the Attorneys of this Court, waived the issuing and service of process, and acknowledged that the said defendant did assume and promise in manner and form as the said Plaintiff hath in his said declaration alleged against him and Confessed that the said Plaintiff hath sustained damages by reason thereof at the sum of one hundred and seventeen dollars, fifty five cents, Therefore it is considered that the said Plaintiff recover of the said defendant John McKimney the said sum of one hundred and seventeen dollars fifty five cents his damages so confessed as aforesaid and also his costs in this behalf expended taxed at \$ And by virtue of the same warrant of Attorney all errors and writs of error are released, And thereupon came the said Plaintiff and submits the sum of Twenty five dollars and nine cents.

\$1.40 Attest: John Cassil, Clerk.

Joshua Spain
vs
Orville L Spain et al

Pleas before his Honor James L Robert Esq President and James R Smith Christian Myers, and Levi Phelps his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight, Be it Remembered, that heretofore to wit, on the 17th day of January A.D. 1848 came Joshua Spain by M. W. S. Cornin his Attorneys, and filed in the Clerks office of the Court aforesaid his Petition in the words and figures following, to wit. To the honorable the Judges of the Court of Common Pleas within for the County of Union, Your Petitioner Joshua Spain represents that he has a legal title & is seized in fee simple of one undivided ninth part of the following real estate situated in Union County & described as follow to wit. Two hundred and thirty eight acres Beginning at a Beech Hickory & Sugar tree in Military Survey No. 4812 entered in the name of & patented to Benjamin Boiceau & conveyed by said

Deceased to William Andrus on the 2^d day of November A.D. 1843 on the waters of
 Early Creek at the Southernly Corner of the Original Survey thence with the original
 line N. 53° East 340 poles to a Beech Sugar tree & ash in the westerly original corner to
 said Survey thence with another original line of said Survey South 37° East
 112 poles to a Sugar tree and an elm thence South 53° West 340 poles to two Sugar trees
 & an ash in the westerly original line of said Survey & easterly original line
 of Andrew Jacksons Survey No. 2781 thence with said original line of said
 Survey N. 37° West 112 poles to the beginning containing a ballance of one hun-
 dred & thirty eight acres be the same more or less, And your petitioner further
 represents that the following persons are Tenants in Common with him in said
 land & premises & are respectively entitled to the following parts of said land
 Orville Spain of the State of Indiana one equal ninth part, Thomas Andrus
 who is a minor & son & heir of Martha Andrus late Martha Spain one ninth part, Emeline
 Melice late Emeline Spain & Nelson Melice her husband one ninth part, Lucinda
 Melice late Lucinda Spain & Samuel Melice her husband one ninth part, Mar-
 riotta Dawson late Mariotta Spain & Joseph Dawson her husband one ninth
 part, Eli Spain & Ephraim Spain who are minors each one ninth part &
 Ann Mariotta Spain & David Spain who are minors each one eighteenth part
 That all of said heirs & Tenants in Common except Orville Spain reside in
 Champaign County Your petitioner therefore prays that partition of said tract
 of land may be made or if the same cannot be done without manifest injury
 that then such other proceedings may be had in the premises as are authen-
 ticated by law. M. B. & I. Corwin Attys for Petitioner. And afterwards to wit. on the
 25th day of April A.D. 1848 the said Joshua Spain filed herein proof of the publi-
 cation of the pendency of said petition which reads in the words and figures fol-
 lowing to wit. Joshua Spain vs O. J. Spain et al. In Partition. State of Ohio, Union
 Co. P. B. Cole Editor of the Argus a newspaper published and in general circu-
 lation in the County of Union makes solemn oath that the notice hereto attached was
 published in said paper for 6 consecutive weeks commencing January 15, 1848.
 P. B. Cole sworn to & subscribed before me April 24, 1848 John Cassil, Clerk. The said
 notice then attached is in the words and figures following to wit. The State of Ohio,
 Union Co. vs. Joshua Spain, vs Orville Spain, Thomas Andrus, Emeline Melice,
 Nelson Melice, Lucinda Melice, Samuel Melice, Mariotta Dawson, Joseph Dawson,
 Eli Spain, Ephraim Spain, Ann Mariotta Spain, and David Spain. Petition for
 Partition. Be it remembered that on this 13th day of January, A.D. 1848, the above named
 Petitioner, Joshua Spain, filed in the clerks office of the Court of Common Pleas his petition
 against the said Defendants above named, stating that he is the owner in fee simple
 to the one ninth part of the following described tract of land lying in Union County,
 and described as follows to wit. Beginning at a beech, hickory and sugar tree in Military
 Survey No. 14812 entered in the name of and patented to Benjamin Dawson, and con-
 veyed by said Dawson to William Andrus on the 2nd day of November A.D. 1843, on the
 waters of Early Creek at the Southernly Corner of the original Survey; thence with the origi-
 nal line N 53 degs East 340 poles to a beech, Sugar tree and ash in the westerly corner of
 said Survey; thence with another original line of said Survey South 37 degs. E. 112
 poles to a sugar tree and elm; thence South 53 West 340 poles to two Sugar trees and an
 ash in the westerly original line of said Survey, and easterly original line of Andrew

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East or West Survey No. 2981, thence with said original line of said Survey N. 37 West 112 poles to the beginning, containing two hundred and thirty eight acres, be the same more or less. Notice is therefore hereby given to said defendants that at the next Term of said Court, application will be made by the said Joshua Spain for an order that partition may be made of said premises. Attest: John Cassil, Clerk, M.B.D.S. Corwin Attest for Pet. Jan. 15. 1848. And afterwards to wit. on the 25th day of April A.D. 1848 on motion to the Court P. B. Cole was appointed Guardian Ad Litem to Thomas Andrus, Eli Spain, Ephraim Spain, Ann Maria Spain & David Spain minor defendants in said petition named, who thereupon appeared in open Court & accepted said appointment & filed his answer, which reads as follows, Thomas Andrus, Eli Spain, Ephraim Spain, Ann Maria Spain & David Spain Ads Joshua Spain, Answer in Partition, and the said Thomas Andrus, Eli Spain, Ephraim Spain, Ann Maria Spain & David Spain infant defendants to the petition filed in this Cause by P. B. Cole their Guardian Ad Litem came and enters the appearance of said infant defendants & for answer to said petition says that by reason of the tender years of said infant defendants he is unable to make full answer to said petition but prays the Court to protect & preserve the several interests of said minor defendants P. B. Cole Guardian Ad Litem. And afterwards to wit. on the 25th day of April A.D. 1848 this Cause coming on to be heard, and the Court being satisfied that notice of the pendency & prayer of the petition has been given according to the provisions of the Statute in such case made and provided, It is ordered that by the oaths of James Stillings, William B. Brown & James Wilber, partition be made of the lands mentioned and described in said petition, in the following proportions, to wit. to Joshua Spain one ninth part, to Orville Spain one ninth part, to Thomas Andrus one ninth part, to Nelson Melice & Emeline his wife one ninth part, to Samuel Melice & Lucinda his wife one ninth part, to Joseph Dawson & Marietta his wife one ninth part, to Eli Spain & Ephraim Spain one ninth part, to Ann Maria Spain & David Spain, one eighteenth part and it is further ordered that a writ of Partition issue to the Sheriff of this County, Commanding him to cause said partition to be made returnable to the present Term of this Court. And afterwards to wit. on the 26th day of April A.D. 1848 a writ of Partition was issued and delivered to the said Sheriff of Union County, in the words and figures following, to wit. The State of Ohio, Union County ss. To the Sheriff of said County, Greeting, We Command you that without delay, by the oaths of James Stillings, William B. Brown, and James Wilber, you cause partition to be made of the following real estate situate in the County of Union, Ohio, and bounded and described as follows, to wit. two hundred & thirty eight acres beginning at a beech hickory & Sugar tree in Military Survey No. 4812 entered in the name of & patented to Benjamin Boiscan & convey by said Boiscan to William Dawson on the 2^d day of November A. D. 1843 on the waters of Darby Creek at the Southwesterly Corner of the original Survey, thence with the original line N. 53. degs East 340 poles to a beech Sugar tree and ash in the westerly Corner of said Survey thence with another original line of said Survey South 37. degs. E. 112 poles

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to a Sugar tree and elm, thence South 53 West 340 poles to two Sugar trees and an ash in the westerly corner original line of said Survey, and Easterly original line of Andrew Tart own's Survey No. 2981, thence with said original line of said Survey, N 37, West 112 poles to the beginning containing a ballance of one hundred and thirty eight acres be the same more or less, to the following persons and in the following proportions, to wit, to the said Joshua Spain one ninth part, to Dr. Villa Spain one ninth part, to Thomas Andrus one ninth part, to Nelson Milice and Emeline his wife one ninth part, to Samuel Milice & Lucinda his wife one ninth part, to Joseph Bansen & Marietta his wife one ninth part, to Eli Spain & Ephraim Spain one ninth part, to Ann Maria Spain & David Spain one eighteenth part, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union, together with this writ forthwith. Witness John Cassil Clerk of said Court at the Court House in Marysville this 26th day of April A.D. 1848 John Cassil Clerk. And afterwards, to wit, on the 27th day of April A.D. 1848 the said Sheriff returned said writ, endorsed as follows, to wit, "I have executed this writ by the oaths of the within named James Stillings William B. Brown and James Wilber by report which is herewith filed, April 27, 1848 Philip Snider Sheriff. The said report therewith filed is in the words and figures following, to wit. In compliance with the order of a writ of partition from the Court of Common Pleas for the County of Union, State of Ohio, in which we the undersigned were appointed to make partition in of a ballance of one hundred and thirty eight acres of Survey No. 4812, for the heirs of Stephen Spain would report, that after being sworn by the Sheriff of the County, on a actual view of the premises believe that said land is not susceptible of a fair partition and do appraise said land to be worth five dollars per acre, as witness, our hands, James Stillings, James Wilber, William B. Brown, April 27th 1848. And afterwards, to wit, on the 28th day of April A.D. 1848 On motion to the Court by Attorney for Petitioner and upon producing the proceedings of the Sheriff and also the report of the Commissioners hereinbefore appointed and the same being examined by the Court, It is ordered that the said proceedings are hereby approved and confirmed by the Court, and it appearing by the said report that the premises are not dividable without manifest injury and the same has been regularly appraised. This Cause is continued for Election. And afterwards to wit, on the 27th day of June A.D. 1848. On motion to the Court by Corwin's Attorneys for the Petitioner & upon producing the proceedings of the Sheriff & the report & proceedings of the Commissioners hereinbefore appointed and the same being examined, It is ordered that said proceedings & report be the same are approved and confirmed, and thereupon the defendant Ephraim Spain by his Guardian Willis Spain, electing to take said estate at the said valuation of said Commissioners & the residue of the heirs of said estate being satisfied that the amount of the valuation of said estate will be about the proportion of the estate of said Stephen Spain deceased, to which the said Ephraim Spain is entitled as one of the heirs of said estate, the said estate is hereby adjudged to the said Ephraim Spain and the said Sheriff is ordered to execute a deed in fee simple for the same to the said Ephraim Spain, according to the Statute in such case made and provided, and it is fur

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 The State of Ohio for the
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then ordered that the costs of this suit including twenty dollars to M.B. & S. Corwin, Attorneys to be taxed by the clerk of this court be paid in the following proportions, to wit, one ninth part by said Joshua Spain, one ninth part by Anilla J. Spain, one ninth part by Thomas Andes, one ninth part by Nelson Milice, one ninth part by Samuel Milice, one ninth part by Joseph Bousier, one ninth part by Eli Spain & Ephraim Spain, & one ninth part by Ann Maria Spain & David Spain within sixty days and in default thereof that execution issue therefor.

Attest: John Cassil, Clerk.

The State of Ohio for the use of Fund Commissioners

O. C. Kennedy et al

L. S.

Pleas before his Honor James L. Lobert Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates Judges at a Court of Common Pleas, begun and held at the Court House in the Town of Marietta in and for the County of Union and State of Ohio on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight. Be it Remembered, that heretofore to wit, on the 31st day of March A.D. 1848 The State of Ohio for the use of the Fund Commissioners of Union County, by Allison & Curry its Attorneys sued out of the Clerk's Office of the Court aforesaid the following writ of Summons to wit, State of Ohio, Union County, ss. To the Sheriff of said County Greeting, We Command you to Summon, O. C. Kennedy & Reuben P. Mamm Survivors of Wm. Parkinson deceased 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 into the State of Ohio for the use of the Fund Commissioners of Union County in a plea of Assumpsit Damages Two hundred dollars. And have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid this 31st day of March A.D. 1848 John Cassil Clerk, upon which, said writ was the following indorsement, to wit. Suit brought on a note of hand given by defendant and one Wm Parkinson since deceased, to plaintiff for one hundred dollars with interest at the rate of seven per cent dated Feb'y 2nd 1841. Given for dupl^o Revenue and subject to the act regulating the same. Also for goods sold and delivered, Money lent, money had and received &c. Damages claimed as one \$200.00 Allison & Curry Attys for Plff. And afterwards, to wit, on the 6th day of April A.D. 1848 the said Sheriff returned said writ with his endorsement thereon as follows, to wit. Served this writ April 12, 1848 by delivering a certified copy thereof to each of the within named defendants, Philip Seider Sheriff. And afterwards to wit, on the 17th day of May A.D. 1848, the plaintiff by Allison & Curry its Attorneys filed herein its Declaration in the words and figures following, to wit, The State of Ohio, Union County, ss. Court of Common Pleas of Union County, Of the Term of April A.D. 1848. The State of Ohio for the use of the Fund Commissioners of Union County complains of O. C. Kennedy and Reuben P. Mamm in a plea of Assumpsit for that, whereas heretofore, in the lifetime of one Wm Parkinson since deceased, to wit, on the 2nd day of February A.D. 1841 at the County of Union aforesaid, the defendants and the said Wm Parkinson made their promissory note in writing and delivered the same to the plaintiff:

and there, then and there promised to pay to the plaintiff One hundred dollars with interest at the rate of seven per cent (the said note having been given for surplus Revenue and made subject to the Act regulating the same) And whereas also, the defendants on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of Two hundred dollars for money then and there lent by the plaintiff to the defendants at their request. And in two hundred dollars for money then and there had and received by the defendants for the use of the plaintiff. And in two hundred dollars for money then and there had and received by the defendants, for the use of the plaintiff. And in two hundred dollars for money found to be due from the defendant 3 to the plaintiff on an account then and there stated between them. And the defendants afterwards on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively, promised to pay the plaintiff the said several moneys herein last above mentioned on request. Yet the defendants and the said Mr. Parkison in his life time did not, nor did either of them pay, nor have the defendants or either of them since the death of the said Mr. Parkison paid any of the said moneys, or any part thereof. To the damage of the plaintiff of two hundred dollars and therefore he sues &c. By Allison & Curry his Attys. And afterwards to wit on the 27th day of June A.D. 1848 this day came the said State of Ohio for the use of the said Commissioners of Union County by Allison & Curry Attorneys and the said O. C. Kennedy, Reuben P. Mann Survivors of William Parkinson deceased though solemnly called, came not but made default whereupon it is considered that the said Plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury, and the Court being fully advised in the premises do assess the damages of the said plaintiff to one hundred and twenty eight dollars, therefore It is considered that the said plaintiff recover of the said defendant O. C. Kennedy, & Reuben P. Mann Survivors &c. the said sum of one hundred and twenty eight dollars their damages aforesaid assessed, and also their costs in this behalf expended taxed at \$

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Attest: John Cassil, Clerk.

The State of Ohio, for the use of the Fund Comrs &c

Abraham Amrine et al

Pleas before his Honor James L. Gilbert Esq. President and James R. Smith, Christian Myers and Levi Phelps his associates, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of Our Lord one thousand Eight hundred and forty eight. Be it Remembered that heretofore to wit on the 31st day of March A.D. 1848 The State of Ohio for the use of the Fund Commissioners of Union County, by Allison & Curry its Attorneys, sued out of the Clerks Office of the Court aforesaid the following writ of summons, to wit, State of Ohio, Union County ss. To the Sheriff of said County Greeting, We command you to summon Abraham Amrine, Westly Amrine, Frederick Amrine, Jeremiah Amrine, & Samuel Elliott 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 the Fund Commissioners

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of Union County in a plea of Assumpsit. Damages Two hundred dollars, and have you then there this writ. Witness John Cassil, Clerk of said Court at the Court House aforesaid this 31st day of March A.D. 1848 John Cassil, Clerk, upon which said writ was the following indorsement, to wit. Suit brought on a note of hand given by defendants to Plaintiff for one hundred dollars payable one year from date, with interest at 7 per cent. Dated June 13th 1837 Given for Surplus Revenue and subject to the act regulating the distribution of the same, &c. Also for goods sold and delivered, money lent, money had and received &c. Damages claimed as due \$200.00 Allison & Curry Attys for Pltff. And afterwards, to wit. on the 25th day of April A.D. 1848 the said Sheriff returned said writ with his indorsement thereon as follows, to wit. Served this writ, by delivering a certified copy thereof to Abraham Swine & Wesley Swine on the third day of April 1848 and by leaving a certified copy of this writ at the residence of Samuel Elliott on the 4th day of April 1848 Frederick Swine & Jeremiah Swine not found. Philip Sinder Sheriff. And afterwards, to wit. on the 17th day of May A.D. 1848, the plaintiff by Allison & Curry Attorneys, filed herein its declaration in the words and figures following, to wit. The State of Ohio, Union County, vs. Court of Common Pleas of Union County, of the term of April A.D. 1848 The State of Ohio (for the use of the Fund Commissioners of Union County) sued out a writ of Summons herein against Abraham Swine, Wesley Swine, Frederick Swine, Jeremiah Swine and Samuel Elliott, the defendants in said writ named, to which the Sheriff of said County has returned not found as to Frederick Swine and Jeremiah Swine. And thereupon the said State of Ohio (for the use of the Fund Commissioners of Union County) complains of the said Abraham Swine, Wesley Swine, and Samuel Elliott in a plea of Assumpsit. For that, whereas the said defendants in the said writ named on the 13th day of June A.D. 1837 at the County of Union aforesaid, made their promissory note in writing and delivered the same to the plaintiff, and thereby then and there promised to pay to the plaintiff one hundred dollars one year after the date thereof, with seven per cent interest thereon (the said note having been given then and there for Surplus Revenue, and made subject to the act regulating the distribution of the same) which period hath now elapsed. And whereas also the said defendants in the said writ named on the 1st day of January A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the said defendants at their request. And in two hundred dollars for money then and there had and received by the said defendants for the use of the Plaintiff. And in two hundred dollars for money then and there found to be due from the said defendants to the plaintiff on an account stated between them. And the said defendants afterwards on the day and year last aforesaid at the County aforesaid, in consideration of the promises respectively promised to pay the plaintiff the said several moneys herein last above mentioned on request: Yet the said defendants in the said writ named have disregarded all their said promises, and have not, nor hath either of them paid any of the said moneys or any part thereof. To the damage of the Plaintiff of two hundred dollars and therefore he brings his suit &c. By Allison & Curry His Attys. And afterwards to wit.

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on the 27th day of June A.D. 1848 Monday, came the said Plaintiff by Allison & Curry their Attorneys and the said Abraham Amwine, Westley Amwine, and Samuel Elliott the Defendants served with the process of this Court, though solemnly called came not but made default, whereupon it is considered that the said Plaintiff ought to recover their Damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises to assess the damages of the said Plaintiff to one hundred and eleven dollars and thirty nine cents, therefore it is considered that the said Plaintiff recover of the said Defendants Abraham Amwine, Westley Amwine and Samuel Elliott the said sum of one hundred and eleven dollars and thirty nine cents Damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at \$

21.06

Attest: John Cassil, Clerk

Andrew Taylor
vs
Stephenson Curry
vs
Andrew Taylor

L. S.

Pleas before his Honor James L. Robert Esq. President, and James R. Smith, Christian Myers and Levi Phelps his Associates, Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union, and State of Ohio, on the twenty seventh day of June in the year of Our Lord one thousand eight hundred and forty eight. Be it remembered that heretofore, to wit, on the 28th day of April A.D. 1848 Stephenson Curry by Allison & Curry his Attorneys, sued out of the Clerks office of the Court aforesaid the following writ of Summons, to wit, State of Ohio, Union County ss. To the Sheriff of said County, Greeting: We command you to summon Andrew Taylor 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 Stephenson Curry in a plea of Assumpsit damages Three hundred dollars, And have you then there this writ. Witness, John Cassil, Clerk of said Court at the Court House aforesaid this 28th day of April A.D. 1848 John Cassil Clerk upon which said writ was the following indorsement, to wit, Suit brought on a note of hand given by defendant to Plaintiff or bearer for one hundred and seventy dollars and seventy five cents payable on or before the 1st day of January 1848 and dated December 20th 1847 &c. Also for goods sold and delivered money had and received &c. Damages claimed as due three hundred dollars. Allison & Curry Atty's for Plff. And afterwards, to wit, on the 29th day of April A.D. 1848 the said Sheriff returned said writ with his endorsement thereon as follows to wit, served this writ by delivering a certified copy thereof to the within named defendant, April 29, 1848 Philip Snider Sheriff. And afterwards, to wit, on the 16th day of May A.D. 1848 the plaintiff by Allison & Curry his Attorneys filed herein his declaration in the words and figures following to wit, The State of Ohio, Union County ss. Court of Common Pleas of Union County, Of the Term of April A.D. 1848 Stephenson Curry complains of Andrew Taylor in a plea of Assumpsit, for that, whereas, the defendant on the 20th day of December A.D. 1847, at the County of Union aforesaid, made his promissory note in writing and delivered the same to the plaintiff; and thereby

Joshua Mathiet
vs
Sarah Skinner

then and there promised to pay to the plaintiff or bears the sum of one hundred and seventy dollars and seventy five cents on or before the 1st day of January 1848 which period hath now elapsed. And whereas also the defendant on the 2nd day of January A.D. 1848 at the County of Union aforesaid was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request and in three hundred dollars for money had and received by the defendant for the use of the plaintiff, and in three hundred dollars for a certain messuage, lands and premises with the appurtenances, bargained sold and released by the plaintiff to the defendant at his request, and in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, and the defendant afterwards, on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised the plaintiff to pay him the several monies last herein above mentioned on request, yet the defendant hath disregarded all his said promises and hath not paid any of the said monies, or any part thereof. To the damage of the plaintiff of three hundred dollars and therefore he brings his suit &c. By Allison & Curry his attys. And afterwards to wit on the 27th day of June A.D. 1848 this day came the said Stephenson Curry by Allison & Curry his attorneys and the said Andrew Taylor though solemnly called came not but made default, whereupon it is considered that the said Plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury and the court being fully advised in the premises do assess the damages of the said Plaintiff to one hundred and forty dollars and seventy eight cents, therefore it is considered that the said Plaintiff recover of the said Andrew Taylor the said sum of one hundred & forty dollars & seventy eight cents damages aforesaid in full aforesaid assessed and also his costs in this behalf expended taxed at \$.

\$10.87

Attest: John Cassil, Clerk.

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Joshua Mathiot
vs
Aarow Skinner

Pleas before his Honor James L. Torbert Esq. President and James R. Smith, Christian Myers and Levi Phelps his associates, Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight. Be it Remembered, that heretofore, to wit on the 17th day of April A.D. 1848, Joshua Mathiot by Allison & Curry his attorneys, sued out of the Clerks office of the Court aforesaid the following writ of summons, to wit. State of Ohio, Union County, ss. To the Sheriff of said County greeting. We command you to summon Aarow Skinner 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 Joshua Mathiot in a plea of Assumpsit damages three hundred dollars, and have you then there this writ. Witness, John Cassil, Clerk of said Court, at the Court

L. D.

House aforesaid this 17th day of April A.D. 1848 John Cassil Clerk, upon which said writ was the following indorsement, to wit. Suit brought on a note of hand made by defendant to Plaintiff or his order for one hundred and seventy five dollars, dated January 15th A.D. 1845 which was due at the date thereof &c. Also for goods sold and delivered, money had and received &c. Damages claimed as due \$300.00 Allison & Curry, Attys for Pltff. And afterwards, to wit. on the 25th day of April A.D. 1848 the said Sheriff returned said writ with his endorsement as follows to wit. "Served this writ April 22, 1848 by delivering a certified copy thereof to the within named defendant, Philip Snider Sheriff." And afterwards, to wit. on the 16th day of May A.D. 1848 the plaintiff by Allison & Curry his Attorneys filed herein his declaration in the words and figures following, to wit. The State of Ohio, Union County, ss. Court of Common Pleas of Union County, of the Term of April A.D. 1848, Joshua Mathis complains of Aaron Skinner in a plea of Assumpsit, For that, whereas the defendant on the 15th day of January A.D. 1845 at the County of Union aforesaid made his promissory note in writing, and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff or his order the sum of one hundred and seventy five dollars. And whereas also the defendant on the 1st day of January A.D. 1848 at the County of Union aforesaid was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request. And in three hundred dollars for money had and received by the defendant for the use of the plaintiff; And in three hundred dollars for the use and occupation of certain lands and premises of the plaintiff hold and enjoyed by the said defendant as tenant thereof to the plaintiff. And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them. And the defendant afterwards on the day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively promised the plaintiff to pay him the several monies last herein above mentioned on request, yet the defendant hath disregarded all his said promises and hath not paid any of the said moneys or any part thereof. To the damage of the plaintiff of three hundred dollars; and therefore he brings his suit &c. by Allison & Curry his Attys. And afterwards to wit on the 27th day of June A.D. 1848. This day came the said Joshua Mathis at by Allison & Curry his Attornies, and the said Aaron Skinner though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the Damages of the said Plaintiff to two hundred and eleven dollars and twenty two cents, therefore it is considered that the said Plaintiff recover of the said Aaron Skinner the said sum of Two hundred and eleven dollars and twenty two cents his damages aforesaid in form aforesaid assessed, and also his Costs in this behalf expended taxed at \$

\$0.85

Attest: John Cassil, Clerk

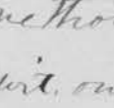
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Wilson, Butler & Baldwin
vs
Samuel S. Smith &
Godfrey M. Robinson

Pleas before his Honor James L. Torbert Esq. President and James R. Smith, Chris-
tian Myers and Levi Phelps his associates Judges at a Court of Common Pleas
begun and held at the Court House in the Town of Mansville, in and for the
County of Union and State of Ohio, on the twenty seventh day of June in
the year of Our Lord One thousand, Eight hundred and forty eight, Be it Remem-
bered, that heretofore to wit, on the 14th day of April A.D. 1846 came Wilson
Butler & Baldwin by Swan & Andrews, their Solicitors and filed in the
Office of the Clerk of said Court their Bill in Chancery in the words and figures
following, to wit, To the Court of Common Pleas of Union County in Chancery sit-
ting: Your Orators Lewis Wilson, Elias Butler, and Joshua Baldwin, of the
City of New York in the State of New York represent, that on the fourth day of April
A.D. 1842 one John A. Bryan sold to Samuel S. Smith one hundred acres of land
situate in said Union County, being the one hundred acres next adjoining that
immediately contiguous to the one hundred acres then recently purchased of
the said Bryan by said Lockwood being part and portion of the five hundred
acre tract set off to said Bryan in and by virtue of a certain partition made of
the original Survey in Union County Pleas. The said Smith at the time of said
purchase paid down one hundred & thirty dollars or agreed to do so in young
stock on the Wednesday succeeding the said 4th April 1842 but whether the same
was in fact paid your Orators are not advised. The said Smith further agreed
to pay for said land the additional sum of two hundred and seventy five dol-
lars in good young stock at the market price to be delivered at the farm of said
Bryan near the mouth of Mill Creek, Ohio: One third in one year from said 4th
April 1842; One third in two years, and the ballance in three years with annu-
al interest on the same, notes for the payment of which to said Bryan or order
were executed by the said Smith on said 4th April 1842. That at the time of said
sale the said Bryan executed to said Smith an agreement under seal co-
venanting that in consideration of the premises and in case of full payment
made by said Smith of each of said notes at the several dates specified in
said notes of hand to execute or cause to be executed to the said Smith a full
and sufficient warranty deed of the above mentioned one hundred acres
of land, All which will more fully and at large appear reference being had
to said agreement last mentioned a duplicate original of which is here-
with filed: That on or about the 22^d day of April A.D. 1846 the said Bryan for
a valuable consideration assigned and transferred the said notes of Smith
to Godfrey M. Robinson and in order to give the said Godfrey M. all the rights
in the premises of said Bryan, he the said Bryan and Eliza Anne his wife
conveyed said land to said Robinson in fee simple with covenant of gene-
ral warranty subject to said contract with said Smith; That on or about the
6th day of September A.D. 1842 the said Robinson for a valuable consideration
paid by your Orators assigned and transferred the said notes of Smith to your
Orators who have ever since held the same. That at the time of the transfer of
said notes by said Robinson to your Orators the said Robinson agreed
with your Orators in case said Smith should fail to pay said notes and
in consequence thereof the contract of said Smith with Bryan and said notes
should be cancelled, to convey said one hundred acres of land to your

Orators, and in case said Smith paid said notes to convey said premises in pursuance of the Covenant of said Bryan to said Smith. And your Orators aver that said Robinson has always been ready and willing to convey said premises to said Smith in pursuance of the Covenant of said Bryan, but said Smith has neglected and refused to pay said notes or any part of either of them although your Orators were ready and willing to receive live stock &c in pursuance of the terms of said notes. Your Orators aver that said Smith is insolvent and never intends to pay said notes or to specifically perform his said agreement, and said agreement remains an outstanding incumbrance upon said land so that nothing can be realised from the said notes or by a sale of said land. Your Orators being remediless at Common Law pray that said Smith and Robinson (who are made defendants to this bill) may answer the premises above set forth and upon final hearing said Smith may be decreed to pay by a short day the amount in money due on said notes and in default thereof that said notes and the Covenant of said Bryan for a deed may be cancelled &c. and that said Robinson may be decreed to convey said premises to your Orators, or in case said Smith pays the amount in money due on said notes under the order of the Court that said Robinson may be decreed to convey said premises to said Smith, and that such other and further relief may be decreed to your Orators as to the Court may seem meet, Subpoena was prayed for before Swan & Andrews Solicitors for Compts. The said agreement referred to in said Bill and therewith filed reads in the words and figures following to wit. Know all men by these presents that whereas Samuel G. Smith of Liberty Township Union County, Ohio has this day purchased of John A. Bryan of Columbus in the said State of Ohio, one hundred acres of land the most adjoining that immediately contiguous to the one hundred acres recently purchased of the said Bryan by David Lockwood being part of a portion of the five hundred acre tract set off to the said Bryan and by virtue of a partition made of the original survey in Union County, Ohio on which said purchase so made, the said Samuel has paid one hundred & thirty dollars in stock to be delivered at the farm of the said Bryan near the mouth of Mill Creek Ohio by the Wednesday succeeding the date hereof, and for which the said Samuel is to pay the additional sum of two hundred & seventy dollars, in good young stock at the market price, to be delivered at the above mentioned farm, one third in one year from this date, and the balance in two years thereafter with annual interest on the same, notes for the payment of which are this day executed by the said Samuel. Now, therefore, I, John A. Bryan do hereby promise and agree in consideration of the above, and in case full payment shall be made by the said Samuel of each note at the several dates specified in said notes of hand, to execute, or cause to be executed to the said Samuel, a full and sufficient warranty deed of the above mentioned hundred acres of land. In testimony whereof, I have hereunto set my hand and seal this fourth day of April in the year of our Lord one thousand eight hundred and forty two. John A. Bryan  And afterwards, to wit, on the 14th day of April A.D. 1846, a Subpoena in Chancery was issued and delivered to the Sheriff of Union County in the words and figures following, to wit. The State of Ohio, Union County, ss To the Sheriff of the County of Union Greeting, We command you, that you summon Samuel G. Smith to appear before the judges of our Court of Common

L.S.

L.S.

Pleas at the Court House, Fortwith, to answer a Bill in Chancery exhibited against him & Godfrey M Robinson, by Wilson, Butters & Baldwin and this he shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ, witness John Cassil, Clerk of our said Court, at the Court house this 14. day of April A.D. 1846 John Cassil Clerk of Court, Pleas. And afterwards to wit, on the 16th day of April A.D. 1846 the said Sheriff returned said writ, endorsed as follows, to wit, Served this writ by delivering a certified copy of this writ to the within named defendant April 14th A.D. 1846 Wm M Robinson Sheriff. And afterwards, to wit, at the July Term of said Court this Cause was continued, And afterwards, to wit, on the 14th day of October A.D. 1846 came Godfrey M Robinson and filed herein his appearance, as follows, to wit, Wilson, Butters & Baldwin vs Smith et al, Union County, Chancery, the undersigned defendant in above case waives process and enters his appearance as of the first day of the last term of said Court, Aug 13, 1846. G M Robinson. And afterwards to wit, on the 15th day of October A.D. 1846 this day came the complainants by Swan and Andrews their solicitors and the defendants failing to appear and answer, plead or demur to said Bill the same is taken as confessed against them, and thereupon this cause came on to be heard upon the bill and exhibits &c. And the Court do find the equity of the case is with the complainants and do order and decree that the said Smith pay to complainants the sum of three hundred and fifty three dollars and five cents within ten days and in default thereof that said premises in the bill described be sold by the Sheriff of this county, for the time being as upon executions at law resting in the purchaser as well the title of said Smith as all the right and title of said Bryan, Robinson and complainants, and that the proceeds of said sale the Sheriff bring into Court at our next term &c, to which time this cause is continued. And afterwards to wit, on the 5th day of Febry A.D. 1847 a properly certified copy of said decree was issued by the Clerk of said Court, under the seal of said Court and delivered to the said Sheriff of Union County, which was afterwards to wit, on the 5th day of May A.D. 1847 returned by said Sheriff endorsed as follows, to wit, Received this writ February 6th 1847. In obedience to the within Command I had the land in the Bill described appraised by the oaths of Nathaniel Stewart said Lockwood and Thomas Lockwood at three dollars and twenty five cents per acre, and duly advertised the said land described in the Bill for sale by publication in the Argus a newspaper printed and in general circulation in the county of Union and State of Ohio, for thirty days previous to the sale. I afterwards, to wit, on the third 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, Philip Snider Sheriff. And afterwards, to wit, at the May Term of said Court A.D. 1847 this Cause was continued under former order, And afterwards to wit, on the 1st day of June A.D. 1847 an alias order of sale was duly issued and delivered to said Sheriff of Union County, who returned the same on the 3rd day of August A.D. 1847 as not sold for want of bidders, And afterwards, to wit, at the August Term of said Court A.D. 1847 this Cause was continued under former order,

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L. S.

And afterwards, to wit, at the October Term of said Court A.D. 1847, this cause was continued under former order. And afterwards, to wit, on the 13th day of March A.D. 1848, a Writ of Sale was duly issued and delivered to the said Sheriff of Union County, in the words and figures following, to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting, Whereas at the October Term of the Court of Common Pleas continued & held for said County, on the 15th day of October A.D. 1846 in a certain Cause in Chancery therein pending, wherein Wilson Butler & Baldwin complainants and Samuel B. Smith and Godfrey M. Robinson defendants, the Court ordered and decreed that you expose to sale the premises in the Bill described as follows, to wit. One hundred acres of land situate in said County of Union, being the next adjoining tract & immediately contiguous to the hundred acres sold by John A. Bryan to David Lockwood, being part & parcel of the five hundred acre tract set off to said Bryan in and by virtue of a certain partition made of the original survey in Union Common Pleas, to satisfy the said Complainants in the sum of three hundred & fifty three dollars & five cents with interest from the said 15th day of October A.D. 1846 until paid together with the Costs of this writ taxed at $\$$ and also the further sum of $\$$ the accruing costs on said decree, and make report of your proceedings herein to the next term of said Court. Witness John Cassil, Clerk of said Court at the Court House in Marysville this 13th day of March A.D. 1848. John Cassil Clerk, which said writ was afterwards to wit on the 25th day of April A.D. 1848, returned by said Sheriff endorsed as follows, to wit. Received this writ March 13, 1848. In obedience to the within Command I duly advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County, for thirty days previous to the day of sale, I afterwards, to wit, on the 25th day of April A.D. 1848 between the hours of ten o'clock A.M. and four o'clock P.M. offered the within described real estate for sale at the door of the Court House in Marysville in said County, by public outcry and sold the same to Joshua Baldwin for the sum of two dollars and sixteen and two third cents per acre they being the highest and best bidders there for and that being two thirds the appraised value thereof. Philip Snider Sheriff. And afterwards, to wit, on the 28th day of April A.D. 1848 this day came the Complainants and on their motion the Court having carefully examined the proceedings and return of sale made in this cause by the Sheriff upon a writ returned to this term and finding said sale made in this cause by the Sheriff upon a writ returned to this term, in all respects fairly and legally made do confirm the same and order the Sheriff to make a deed to Joshua Baldwin the purchaser thereof and this cause is continued. And afterwards to wit on the 29th day of June A.D. 1848 this day came the Complainants by their counsel and on motion and it appearing to the Court that after applying the proceeds of the sale made herein to the amount found due the Complainants by the decree of this Court, and to the Costs herein, there is a balance due on said decree (principal interest to this date) of one hundred and ninety seven dollars and twenty five cents. It is therefore ordered, adjudged and decreed by the Court that the said Smith pay the Complainants said sum of one hundred and ninety seven dollars and twenty five cents, within ten days and in default thereof that execution issue therefor as upon judgments at law.

Attest: John Cassil, Clerk

Wm. M. Robinson ✓
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 Mary Pickard et al

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Wm. M. Robinson
Plaintiff vs
Mary Rickard et al

Pleas before his Honor James L. Lorbest Esq. President, and James R. Smith, Christian Myers and Levi Phelps his associates Judges at a court of common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight. Be it remembered that heretofore to wit, on the 8th day of May A.D. 1847 came William M. Robinson, Administrator of the estate of Simon Rickard deceased by Allison & Curry his Attorneys, and filed in the office of the Clerk of said Court his Petition in the words and figures following to wit. To the Court of common Pleas of the County of Union, Ohio. Your petitioner William M. Robinson administrator of the estate of Simon Rickard deceased respectfully represents, that the total value of the personal estate and effects of said decedent is as near as can be ascertained One hundred and twenty $2\frac{1}{2}$ dollars; which will more fully appear by the certificate of the Clerk of this Court herewith filed marked (A). That the amount of debts owing by the deceased as nearly as they can be now ascertained amount to seven hundred and fifty dollars, and the amount of charges of administration to dollars. The personal estate and effects are insufficient to pay said debts. The said decedent died seized in fee simple of the following real estate, situated in the County of Union and State of Ohio being part of Survey No. 5238 and bounded and described as follows, Beginning at two Black Haws and one elm, lower corner on the Creek to land sold by Lucas Sullivan to Joshua and James Cwing, thence down the Creek N. 2° E. 52 poles, N. 53° E. 94 poles, S. 53° E. 52 poles, S. 10° W. 24 poles, S. 60° E. 36 poles, S. 28° E. 36 poles, to a forked sycamore and elm upper corner to a tract of land formerly owned by Richard Taylor now by Oliver Curry, thence with the said line S. 52° W. 172 poles to two Burroaks and elm, thence N. 75° W. 26 poles to two small Sassafras & Cherry trees thence N. 88 poles passing Cwings lower back corner and with their line to the beginning containing one hundred and twenty acres more or less. The said decedent died leaving Mary Rickard his widow who is entitled to dower in said premises. The following persons are the heirs having the next estate of inheritance in the premises above described from the said decedent, namely, George Rickard, Ann Rickard, and Mary Jane Rickard. Your petitioner prays that the said widow and the said persons above mentioned and described having the next estate of inheritance in said premises from said decedent, be made parties defendants to this petition, that the dower of the said Mary Rickard may be set off, and that your petitioner may be ordered to sell said real estate, or so much thereof as may be necessary, to pay the debts of said estate, &c. and such other relief &c. By Allison & Curry his Solrs. And afterwards to wit, on the 8th day of May A.D. 1847 a subpoena was issued and delivered to the Sheriff of Union County in the words and figures following to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting, We command you, that you summon Mary Rickard, George Rickard, Ann Rickard & Mary Jane Rickard to appear before the Judges of our Court of common Pleas at the Court House, ^{to this effect} to answer a Petition to sell land exhibited against them

L. D.

by William M Robinson Administrator &c. and this they shall in no wise omit under the penalty of one thousand dollas, and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court house, this 8 day of May A.D. 1847. John Cassil Clerk of Com. Pleas. which said writ was afterwards to wit, on the 8th day of May A.D. 1847, returned by said Sheriff indorsed as follows, "Served on the 8th day of May A.D. 1847 by leaving an attested copy of this writ at the residence of each one of the within named defendants, Philip Snider Sheriff, and afterwards, to wit, at the August Term of said Court A.D. 1847. The said Court ordered an appraisement and an assignment of dower as prayed for in said Bill, and the Commissioners in said order mentioned reported their proceedings therein at the next term of said Court to which time said Cause was continued. And afterwards to wit, on the 25th day of April A.D. 1848. On motion to the Court and by consent of parties the former assignment of dower and appraisement made in this case is hereby set aside by the Court, It is therefore ordered that the said Mary Rickard be endowed of one full equal third part of the following real estate in the Petition mentioned, to wit, situate in the County of Union and State of Ohio, being part of Survey No 5238 and bounded and described as follows, beginning at two black haws and an elm lower corner on the creek to land sold by Lucas Sullivan to Joshua and James Ewing, thence down the creek N. 2^d E. 52 poles, N. 53^d E. 74 poles, N. 53^d E. 52 poles, S. 10^d W. 24 poles, S. 60^d E. 36 poles, S. 28^d E. 30 poles to a forked Sycamore and elm upper corner to a tract of land formerly owned by Richard Taylor, now by Stovay Curry, thence with the said line S. 52^d W. 172 poles to two burr oaks and elm, thence N. 75^d W. 26 poles to two small Sassafras & Cherry tree, thence N. 88 poles passing Ewing's lower back corner and with their line to the beginning, containing One hundred and twenty acres more or less, and it is further ordered that William B. Irvine, Samuel M. Cough, and Stephenson Curry, being first duly sworn do upon actual view of the premises set off and assign the said dower to the said Mary Rickard and make return of such assignment, and also sum off from the balance so much as will secure by sale seven hundred dollars, the probable balance of claims due from said estate, and appraise the same as clear from the dower of said Mary Rickard and make their report herein forth. With said order having been certified to the said appraisers under the seal of said Court was afterwards returned, to wit, on the 28th day of April A.D. 1848, together with the following report thereon, to wit. In obedience to the within writ, we the undersigned do set off to Mary Rickard as her dower in the within described land thirty five acres, bounded as follows, beginning at a white oak in the east line of the survey on the N side of the road leading to Pleasant Valley, from thence running with the line N. 52. E. 98 poles to a forked sycamore on the bank of the creek, thence up the creek 70 poles to the centre of the road, then with the road South 40. West 80 poles to a cherry tree, then with the Valley road S. 25. E. 56 poles to the beginning. We also set off fifty five acres of the sd survey to be sold to pay the debts of the estate of Simon Rickard deceased, bounded as follows, beginning at the centre of the road in the west line of the survey, thence running with said road North 80 poles to the creek, lower corner

to Ewings land. Then down the creek with the calls of the deed to the center of the road, then with the road S. 40. West 107 poles to the beginning, which we appraise to nineteen dollars per acre to be sold free from dower, of the widow, William B. Brown, Stephenson Curry, Samuel M. Culough Commissioners. The following surveyors report was filed with the said report of the Commissioners, to wit.

I hereby certify the adjoining Plat to be a correct diagram of a survey made by order of the Court of Common Pleas, Union County, Ohio, of 120 acres in Survey No. 5238, to set off dower to Mary Richard, widow of Simon Richard deceased by which is set off to said Mary Richard Lot No. 1 in said Survey containing thirty five acres, and by which is set off to pay the debts of said estate 55 acres marked as Lot No. 2 which we appraise at nineteen dollars per acre.

William B. Brown
Surveyor



And afterwards to wit on the 28th day of April A.D. 1848. On motion to the Court by Messrs. Allison & Curry counsel for the petitioner and upon producing the assignment of dower, and the assignment of a portion of the land in the petition described for the payment of the debts of said estate, together with the appraisement of the tract of land so set off to be sold as aforesaid herein made by William B. Brown, Stephenson Curry and Samuel M. Culough, under a former order made at this term of this Court. It is ordered that the said William H. Robinson proceed according to law to sell upon the premises the said real estate so set off and appraised as aforesaid, part of the premises in said petition described, and upon the following terms, to wit, the half cash in hand, and the balance in one year with interest from the day of sale to be secured by mortgage on the premises, and it is further ordered that the said William M. Robinson make returns of his proceedings in the premises to the next term of this Court. And afterwards, to wit, on the 16th day of May A.D. 1848, said order was certified to the said Administrator under the seal of said Court, and was afterwards, to wit, on the 28th day of June A.D. 1848 returned by said Administrator, together with his report thereon which reads in the words and figures following to wit, W. H. Robinson

adms of Simon Rickard decd, vs, Mary Rickard et al, Common Pleas, Petition to sell land. In pursuance of an order of sale made at the April term 1848 of said court, I gave notice of sale in due form of law, and at the time and place mentioned in said notice of said sale, to wit. on the premises mentioned in the order on the 17th day of June A.D. 1848 at one o'clock P.M. I offered said property at public vendue, and Georgeth Rickard having bid therefor seven hundred and seventy dollars and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him for that sum. Wth M Robinson administrator of the estate of Simon Rickard decd June 17th 1848. And afterwards, to wit. on the 29th day of June A.D. 1848 on motion to the court by Messrs Allison & Curry, Counsel for the petitioner, and upon producing the return of the proceedings and sale made by the said Petitioner as herein before ordered, and the court having examined the same and being satisfied that said sale has in all respects been legally made, It is ordered that the same be and hereby is approved and confirmed, and that the said Petitioner execute and deliver to said purchaser a deed in fee simple for the real estate so by him sold as aforesaid.

2235

Attest: John Cassil, Clerk.

L. D.

Tweedy, Jennings & Co
 vs
 Lee, McLure & Co

Pleas before his Honor James L Forbest Esq President, and James R Smith Christian Myers and Levi Phelps his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of our Lord, one thousand, eight hundred and forty eight. Be it remembered, that heretofore, to wit, on the 27th day of March, A.D. 1848, Tweedy, Jennings & Co by Allison & Curry their Attorneys, sued out of the Clerk's Office of the Court aforesaid, the following writs of Summons, to wit, State of Ohio, Union County, To the Sheriff of said County, Greeting: We command you to summon William E. Lee, John McLure, and James Lee, late partners trading under the name and firm of Lee, McLure & Co, 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 Oliver B Tweedy, Edward Jennings, John G. Plimpton, and Robinson C. Houston, late partners trading under the name and firm of Tweedy, Jennings & Co, in a plea of Assumpsit Damages Six Hundred dollars. And have you then there this writ. Witness, John Cassil Clerk of said Court at the Court House aforesaid this 27th day of March A.D. 1848. John Cassil, Clerk upon which said writ was the following indorsement, to wit, Suit brought on a note of hand made by Defendants to the order of Plaintiffs for four hundred and ninety one dollars and ninety five cents payable six months after the date thereof, and dated New York Oct 22, 1846, &c. also for goods sold and delivered, money had and received

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9th. Damages claimed as due \$600.00 Allison & Curry Attys for P^{ts}, which
said writ was afterwards to wit. on the 24th day of April A.D. 1848, returned by
said Sheriff, with his endorsement Therein as follows: Served this March
28, 1848 by delivering a certified copy thereof to each of the within named
defendants, except John M. Lure to whom I delivered a certified copy
April 24, 1848. Philip Snider Sheriff. The said Plaintiffs, on the said 27th
day of March A.D. 1848 also sued out as aforesaid the following writ of Sum-
mons to wit. The State of Ohio, Union County, ss. To the Sheriff of Delaware
County Greeting: We command you to summon John M. Lure who issued
with William E. Lee and James Lee as late partners trading under the
name and firm of Lee, M. Lure & Co. 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 Oliver B. Sweedy, Edward Jennings, John P. Plimpton, & Rodman
G. Moulton, late partners trading under the name and firm of Sweedy,
Jennings & Co. in a plea of Assumpsit, damages six hundred dollars,
and have you then there this writ. Witness John Cassil Clerk of said
Court at the Court House aforesaid this 27th day of March A.D. 1848 John
Cassil Clerk, upon which said writ was the following endorsement,
to wit. Suit brought on a note of hand made by defendants to the order
of Plaintiffs for four hundred and ninety one dollars and ninety
five cents payable six months after the date thereof and dated New York
Oct 22, 1846. &c. Also for goods sold and delivered, money had and received
&c. Damages claimed as due \$600.00 Allison & Curry Attys for P^{ts}, which
said writ was afterwards to wit, on the 17th day of April A.D. 1848, returned
by said Sheriff of Delaware County, with his endorsement Therein as fol-
lows: April 4th 1848 Served this writ personally by leaving with John M. Lure
a certified copy of the same N. Jones S^{er}. J. C. C. And afterwards, to wit, on
the 17th day of May A.D. 1848 the plaintiffs by Allison & Curry their Attorneys,
filed herein their declaration in the words and figures following to wit.
The State of Ohio, Union County, ss. Court of Common Pleas of Union
County, Of the Term of April 1848. Oliver B. Sweedy, Edward Jennings,
John P. Plimpton and Rodman G. Moulton, late partners trading under
the name and firm of Sweedy, Jennings & Co. complain of William
E. Lee, John M. Lure, and James Lee late partners trading under the
name and firm of Lee, M. Lure & Co. in a plea of Assumpsit, For that
whereas, the defendants on the 22nd day of October A.D. 1846 at the City of New
York in the State of New York, to wit, at the County of Union aforesaid,
made their promissory note in writing, by and under the names, style
and firm of Lee, M. Lure & Co. and delivered the same to the plaintiffs,
and thereby then and there promised to pay to the order of the plain-
tiffs, by and under the name and style of their firm of Sweedy, Jennings
& Co. four hundred and ninety one dollar and ninety five cents,
six months after the date thereof which period hath now elapsed, and
whereas also the defendants on the 1st day of January A.D. 1848 at the County
of Union aforesaid were indebted to the plaintiffs in the sum of six

hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants, at their request. And in six hundred dollars for money had and received by the defendants for the use of the plaintiffs. And in six hundred dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them. And the defendants afterwards, on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised the plaintiffs to pay, then the several monies last herein above mentioned on request; yet the defendants have disregarded all their said promises and have not, nor hath either of them paid any of the said moneys, or any part thereof. So the damage of the plaintiffs of six hundred dollars and therefore they bring their suit &c. By Allison D. Curry, their attys. And afterwards, to wit, on the 29th day of June the defendants by Soughty & Sweetzer their Attorney, filed herein their plea and notice, in the words and figures following, to wit, William E. Lee, John M. Lure and James Lee late partners trading under the name and firm of Lee, M. Lure and Co. Ads. Oliver B. Sweetzy, Edward Jennings, John P. Plimpton, and Rodman G. Moulton late partners trading under the name and firm of Sweeney Jennings & Co. In Union Common Pleas, June term A.D. 1848. And the said William E. Lee, John M. Lure and James Lee comes, and defends, and says that They did not assume and promise in manner and form as the said Oliver B. Sweetzy, Edward Jennings, John P. Plimpton, and Rodman G. Moulton, hath declared against them and of this they put themselves upon the country. And the said Oliver B. Sweetzy, Edward Jennings, John P. Plimpton, and Rodman G. Moulton doth the like. By J. C. Soughty, Sheriff their atts. The plaintiffs will also take that the defendants on the trial of this cause will give in evidence and insist that the plaintiffs at the commencement of this suit was and still is indebted to the defendants in the sum of five hundred dollars for the price and value of goods before that time bargained and sold by the defendants to the Plaintiffs at their request. And also in the sum of five hundred dollars for money before that time lent by the defendants to the Plaintiffs at their request. And also in the sum of five hundred dollars for money before that time received by the Plaintiffs for the use of the defendants. And that the defendants will set off on said trial so much of the said several sums of money so due and owing from the said Plaintiffs to the said Defendants, against any demands of the said Plaintiffs to be proved on the said trial as will be sufficient to satisfy and discharge such demand and will also then and there demand a judgment against the said Plaintiffs for the ballance of said several sums of money due to the said Defendants according to the Statute in such case made and provided. And afterwards, to wit, on the 29th day of June A.D. 1849 this day, came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said James Lee, William E. Lee and John M. Lure late partners in trade under the name and firm of Lee, M. Lure &

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Sweeney, Moulton, Plimpton
vs
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Co. did assume and promise in manner and form as the said Tweedy, Jennings & Co. have complained against them, and they assess the Damages of the said Tweedy, Jennings & Co. by reason thereof to four hundred and twenty four Dollars and thirty four cents, therefore it is considered that the said Tweedy, Jennings & Co. recover of the said James Lee, William E. Lee, and John M. Lure the said sum of four hundred and twenty four Dollars, and thirty four cents, their Damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at \$

\$1.86

Attest: John Cassil, Clerk

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Tweedy, Moulton & Plimpton
vs
J. S. W. C. Lee

Pleas before his Honor James L. Dorset Esq. President, and James R. Smith, Christian Myers and Levi Phelps his associates. Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio, on the twenty seventh day of June in the year of our Lord one thousand, eight hundred and forty eight. Be it Remembered, that heretofore to wit, on the 27th day of March A.D. 1848, Tweedy, Moulton & Plimpton by Allison & Curry their attorneys sued out of the clerks office of the Court aforesaid, the following writ of summons to wit, State of Ohio, Union County, ss. To the Sheriff of said County, Greeting, We command you to summon James Lee, and William E. Lee, Partners under the name and firm of J. S. W. C. Lee 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 Oliver B. Tweedy, Rodman B. Moulton, John G. Plimpton, Partners trading under the name and firm of Tweedy, Moulton & Plimpton in a plea of Assumpsit Damages Five hundred Dollars. And have you then there this writ. Witness John Cassil, Clerk of said Court, at the Court House aforesaid this 27th day of March A.D. 1848 John Cassil Clerk, upon which said writ was the following indorsement, to wit, Suit brought for goods bargained and sold, goods sold and delivered, money had and received &c. Damages claimed as due \$500.00 Allison & Curry Attys for Pltfs. which said writ was afterwards, to wit, on the 6th day of April A.D. 1848 returned by said Sheriff with his endorsement thereon as follows: Served this March 28, 1848 by delivering a certified copy thereof to each of the within named defendants Philip S. Under Sheriff. And afterwards, to wit, on the 16th day of May A.D. 1848, the said Plaintiffs by Allison & Curry their attorneys, filed herein their declaration in the words and figures following, to wit, The State of Ohio, Union County, ss. Court of Common Pleas of Union County, of the Term of April A.D. 1848, Oliver B. Tweedy, Rodman B. Moulton and John G. Plimpton partners trading under the name and firm of Tweedy, Moulton & Plimpton complain of James Lee and William E. Lee partners under the name and firm of

L. J.

J. & W. C. Lee. in a plea of Assumpsit for that, whereas, the defendants on the 1st day of November A.D. 1847, at the City of New York in the State of New York, to wit, at the County of Union aforesaid, were indebted to the plaintiffs in the sum of three hundred and seventy three dollars and eighty eight cents for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants, at their request; And in three hundred and seventy three dollars and eighty eight cents for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants, at their request; And in four hundred dollars for money then and there had and received by the defendants, for the use of the plaintiffs; And in four hundred dollars for money then and there found to be due from the defendants, to the plaintiffs, on an account then and there stated between them; And the defendants afterwards, on the day and year aforesaid at the City of New York aforesaid, to wit, at the County of Union aforesaid, in consideration of the premises, respectively promised the plaintiffs to pay to them the said several moneys on request; yet the defendants have disregarded their promises and have not nor hath either of them paid any of the said moneys, or any part thereof; To the damage of the plaintiffs of five hundred dollars; and therefore they bring their suit, &c. by Nelson & Curry their Attys. And afterwards, to wit, on the 29th day of June A.D. 1848 the defendants by Soughty & Sweetser their Attorneys filed herein the plea and notice in the words and figures following, to wit, James Lee and William E. Lee partners under the name and firm of J. & W. C. Lee, and Oliver B. Tweedy, Rodman G. Moulton, and John G. Plimpton partners trading under the name and firm of Tweedy, Moulton and Plimpton. In Union Common Pleas, June Term A.D. 1848. And the said James Lee and William E. Lee comes and defends and says that they did not assume and promise in manner and form as the said Oliver B. Tweedy, Rodman G. Moulton, and John G. Plimpton hath declared against them, and of this they put themselves upon the Country, and the said Oliver B. Tweedy, Rodman G. Moulton, and John G. Plimpton doth the like, by J. C. Soughty, Sweetser their Attorney. The plaintiffs will also take notice that the defendants on the trial of this cause will give in evidence, and insist, that the plaintiffs at the commencement of this suit, was and still is indebted to the defendants in the sum of five hundred dollars for the price and value of goods before that time bargained and sold by the defendants to the plaintiffs at their request, and also in the sum of five hundred dollars for money before that time lent by the defendants to the plaintiffs at their request, and also in the sum of five hundred dollars for money before that time received by the plaintiffs for the use of the defendants, and also in the sum of five hundred dollars for money found to be due from the plaintiffs to the defendants on an account before that time stated between them; And that the defendants will set off on said trial so much of the said several sums of money so due and owing from the said plaintiffs to the said defendants, against any demand of the said plaintiffs to be proved on the said trial as will be sufficient to satisfy and discharge such demand and will also then and there demand a judgment against the said

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Reuben P. Mann
and
John C. Curry et al.

Plaintiffs

vs

The Defendants

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Plaintiffs for the ballance of said several sums of money due to the said
defendants according to the statute in such case made and provided
By Sought, Sweetser Attys for defendants. And afterwards to wit on the
29th day of June A.D. 1853 This day came the parties by their attorneys and
submitted this cause to the court upon the issue joined between the par
ties and the court being fully advised in the premises do find that the
said James Lee, and William E Lee, partners under the name and
firm of J. S. W. C. Seed do assume and promise in manner and form
as the said Tweedy, Moulton & Plimpton have complained against them
and they assess the damages of the said Tweedy, Moulton & Plimpton by
reason thereof to Three hundred and ninety one dollars and twenty
cents, therefore it is considered that the said Tweedy, Moulton & Plimp
ton, recover of the said James & William E Lee, the said sum of three
hundred and ninety one dollars and twenty cents their damages
aforesaid, in form aforesaid assessed, and also their costs in this be
half expended taxed at \$

#1143 Attest John Cassil Clerk.

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Reuben P Mann
vs
John G Summ et al

Pleas before his Honor James Lorbert Coy, President, and James R
Smith, Christian Myers and Levi Phelps his Associates, Judges at a court of com
mon Pleas begun and held at the Court House in the Town of Marysville, in and
for the County of Merion, and State of Ohio, on the twenty seventh day of June
in the year of Our Lord one thousand eight hundred and sixty eight. Be it
Remembered that heretofore to wit, on the 11th day of January A.D. 1843 came
Reuben P Mann by W. C. Lawrence and O. Barry his Solicitors, and filed
in the Clerks office of the Court aforesaid his Bill in Chancery in the words
and figures following, to wit, To the Honorable the Court of Common Pleas
when in Chancery sitting, humbly complaining sheweth unto your Honors
your orator Reuben P Mann a resident of the County of Merion, that hereto
fore to wit, in the year 1824 one Walter Summ now dead, executed to Samuel
& James Reed his article of agreement for the sale of two hundred and
seventy nine acres of land in the County of Merion aforesaid and took of
the said Reeds their notes of hand to secure the payment of the purchase
money, your orator further charges that in the last six months he has lost
the said article which had been assigned to your orator by the said Reeds
for one hundred dollars paid them, and your orator was to pay the said
Sum what was due on said article and take seed to himself, your
Orator further charges that the said Sum took Judgment against the said
Reeds in the Circuit Court of the United States when sitting in the Town
of Columbus state aforesaid, for the full amount of the purchase money
agreed to be paid for said lands, to wit, the amount of seven hundred and
nine dollars ⁴⁸/₁₀₀ and costs \$19 ⁴⁸/₁₀₀ on which execution has repeatedly been
issued and which remains open and unsatisfied, your orator further

Charges that the said article of agreement provided among other things
 that the said would on the full payment of the purchase money convey to
 vendees or their assigns the said Lands by general warranty deed. Your
 Orator further charges that there has been no steps taken by the Vendor or his
 heirs or legal Representatives, to rescind said Contract, and that your Orator
 took possession of said Lands and has improved the same by enclosing
 the whole of said Land with a good and substantial fence, Building Hou-
 ses, Barns, Cribbs and digging wells &c in a lasting and valuable manner
 and at great expense to himself. And your Orator further charges that the said
 Sum at his decease left John Green of Madison County, James Green,
 Mary H. Hopkins, Walter A. Green & Robert C. Green his heirs resident in Kentucky
 and whom your Orator makes defendants, Your Orator further shews that
 the said Heirs, now defendants disregarding the equity of your petition have
 prosecuted their action of Ejectment against this Complainant to Judgment
 in the Court of Common Pleas for this County and at the Nov term thereof
 1843 describing the said Lands as Survey No. 8153 & No. 12238 of the Virginia
 Military Lands on the waters of Barbours Creek. Your Orator further charges
 that he has always been ready, able and willing to execute said bond
 or article of agreement with the said Sum in his life time or his Heirs since
 his death upon receiving a deed therefor as he is and would be entitled
 thereto, but they have wholly neglected in attending to the same and now
 think to oust your Orator and realize his labour without compensation
 which proceedings are inequitable and unjust and manifestly tend to the
 injury of your Orator. In tender consideration whereof and inasmuch as
 your Orator remedies at the Law side of this Court and can only be relieved
 by Chancery Jurisdiction where frauds are peculiarly cognizable, Your
 Orator prays that the said Defts may each be compelled upon his corporal
 oath to answer all and singular the allegations of this Bill, and that
 on final hearing they may be decreed to finish said article so by their
 Ancestor executed, and that on the payment of the said Judgment interest,
 and costs by your Orator as they should and they out and your Orator
 further prays that they may be perpetually enjoined from proceeding on
 their said recovery in ejectment to possession And your Orator prays
 other and further relief in the premises such as equity and good Con-
 science may require and as in duty bound he will ever pray &c. By W. C.
 Lawrence & O. Curry his Sols. And afterwards to wit, at the July Term of
 said Court A. D. 1843 this cause was continued, And afterwards, to wit, at the
 October Term of said Court A. D. 1843 this cause was continued, And afterwards
 to wit, on the 14th day of March A. D. 1844, the said Complainant by W. C. Lawrence
 his Solicitor, filed herein his Supplemental Bill in the words and figures
 following, to wit. Reuben P. Mann vs John S. Green et al, In Union County
 In Chancery for Specific performance. And the said Complainant now
 comes and by Supplement and addition to his bill heretofore filed in this
 case, would here again repeat all the material allegations in said Bill
 contained except as to the notes of hand charged in said bill and which
 complainant would here state may be wrong, and the judgement there

Charged may have been entered on the article of agreement and not upon the notes and the judgment was entered in this Court of the November Term 1842 and not 43 as charged, and this complainant in this his supplement would further state that by the purchase of the equity from the said Reeds, he complainant became and is liable to pay the said judgment against the said Reeds, and all injury they may suffer therefrom. Your Orator further charges that since the filing of said bill the said Summs have caused their writ of possession to be issued which is now in the hands of W. W. Steele Sheriff of this County, your Orator therefore prays that the said Steele may be made defendant to this bill and that the said defendants may be enjoined from proceeding on their said Judgment in Ejectment until the final hearing of this case and as in duty bound he will still pray &c. By W. C. Lawrence Sol for Compt. State of Ohio Union County, &c. Personally appeared R. P. Mann who being duly sworn says that the matters and things stated in the original and this his supplemental bill are true in substance, so far as stated of his own knowledge and so far as stated on the information of others he believes to be true. Reuben P. Mann. Sworn to and subscribed this 14th of March 1844 James Turner J. P. The said supplemental Bill had the following endorsement thereon, to wit. I allow a writ of injunction in this case on Compt entering into bond in the sum of \$100.00 to the adverse party to the acceptance of the Clerk, Silas P. Strong, Associate Judge, and afterwards, to wit, on the said 14th day of March A. D. 1844, the said complainant filed his bond in the words and figures following, to wit. Know all men by these presents that we Reuben P. Mann, & W. W. Woods are held and firmly bound unto John G. Summ, James Summ, Mary A. Tompkins, Walter A. Summ, & Robert G. Summ, in the sum of one hundred dollars to the payment of which we jointly, and severally find ourselves, our heirs, executors and administrators, sealed with our seals and dated this 14th day of March A. D. 1844. The condition of the above obligation is such that whereas the above named Reuben P. Mann has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union, and State of Ohio, to stay all further proceedings upon a judgment obtained in the same Court of Common Pleas by the said John G. Summ, James Summ, Mary A. Tompkins, Walter A. Summ, & Robert G. Summ, against the said Reuben P. Mann, and Andrew Alden, at the November Term thereof of A. D. 1843, for the sum of one cent damages and ten dollars and ninety seven cents costs, until the matter thereof can be heard in equity, now if the said Reuben P. Mann and A. A. Alden shall pay all monies and costs due or to become due from them, the said Reuben P. Mann, and Andrew Alden in said judgment at law, and all monies and costs which shall be decreed against the said Reuben P. Mann in case said injunction shall be dissolved then this obligation shall be void; otherwise in full force and virtue in law. Reuben P. Mann Seal W. W. Woods Seal Approved March 14th 1844 by me John Cassil Clerk, and afterwards, to wit, on the 14th day of March A. D. 1844, the following subpoena in Chancery was issued, to wit. The State of Ohio Union County, &c. To the Sheriff of the County of Union Greeting: We command you, that you

L. D.

Summon John G. Brown, James Brown, Mary A. Tompkins, Walter A. Sumner, Robert G. Brown, & William Steele to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a Bill in Chancery, exhibited against them by Reuben P. Mann, and this they shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House, this 14th day of March, A.D. 1844. John Cassil Clerk of Com. Pleas, the said subpoena had indorsed thereon signature allowed and bail given John Cassil Clerk. And afterwards, to wit, on the 16th day of April, A.D. 1844, the said Sheriff returned said subpoena with his indorsement thereon as follows: "I acknowledge service March 14, 1844, W. M. Steele, the residue not found W. M. Steele Sheriff M.C. Co. And afterwards, to wit, at the April Term of said Court A.D. 1844, this Cause was continued, and afterwards to wit, on the 24th day of September, A.D. 1844, the following subpoena in Chancery was issued and sent to the Sheriff of Madison County, to wit, The State of Ohio, Union County, ss. To the Sheriff of the County of Madison Greeting: We command you, that you summon John G. Brown, James Brown, Mary A. Tompkins, and Walter A. Sumner and Robert G. Brown, if they be found in your County, to appear before the Judges of our Court of Common Pleas, at the Court house, on the 1st day of October next ensuing, to answer a Bill in Chancery, exhibited against them by Reuben P. Mann and this they shall in no wise omit under the penalty of one thousand dollars; and have then and there this writ. Witness

L. D.

John Cassil Clerk of our said Court at the Court house, this 24th day of September, A.D. 1844. J. Cassil Clerk of Com. Pleas, which said writ was afterwards, to wit, on the 3rd day of October, A.D. 1844, returned by said Sheriff with his indorsement thereon as follows: "September 30th day 1844 I have served John G. Brown personally by copy, the other defendants not found in the County, W. Warner Sheriff M.C. And afterwards, to wit, at the October Term of said Court A.D. 1844, this Cause was continued, and afterwards, to wit, at the May Term of said Court A.D. 1845 this Cause was continued, and afterwards, to wit, at the August & October Terms of said Court A.D. 1845 this Cause was continued, and afterwards, to wit, at the April, July and October Terms of said Court A.D. 1846, this Cause was continued, and afterwards, to wit, at the May Term of said Court A.D. 1847 this Cause was continued for service of process, with leave to amend. And afterwards, to wit, on the 24th day of July, A.D. 1847 the following subpoena in Chancery was issued and sent to the Sheriff of Madison County, to wit, The State of Ohio, Union County, ss. To the Sheriff of the County of Madison Greeting: We command you, that you summon John G. Brown, and James Brown to appear before the judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Bill in Chancery, exhibited against them & others by Reuben P. Mann and this they shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court house, this 24th day of July, A.D. 1847. John Cassil Clerk of Com. Pleas, which said writ was afterwards, to wit, on the 3rd day of August, A.D. 1847, returned by said Sheriff with his indorsement thereon as follows: "I have served both the within named defendants with true copies of the within James Brown personally, and John

L. D.

Amended Bill

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Amended Bill

John Jones, Sheriff M. C. And afterwards to wit on the said 24th day of July A. D. 1847 and before the issuing of the last named writ, the said Complainant by Otway Curry, his Solicitor, filed herein his Amended Bill in the words and figures following, to wit: In the Court of Common Pleas of Union County, Ohio, when in Chancery sitting, Reuben Pittman of Union County, Ohio, represents that on the 15th day of September A. D. 1824 one Walter Sun, now deceased, entered into and executed an article of agreement with James Reed and Samuel Reed, whereby said Sun sold to said Reeds two hundred and seventy nine acres of land, in said article described (which said article is herewith filed & made part of this Bill marked (A);) and said Reeds by said article agreed to pay said Sun for said land the sum of five hundred and fifty eight dollars, as follows: One third part on the 25th day of December 1824, and the remainder in two equal annual payments thereafter; and said Sun by said article was bound, upon payment of said purchase money, to convey said land to said Reeds with sufficient general warranty; that on the 15th day of July 1829 said Sun obtained a Judgment against said Reeds in the Circuit Court of the United States when sitting in the Town of Columbus, Ohio, for the full amount of said purchase money and costs of suit, to wit, Seven Hundred and ninety dollars for his principal, and \$19,750 costs, upon which Judgment various executions have since that time been issued, but said Judgt. remains unsatisfied. Your Orator further states that said Reeds in the month of December A. D. 1835, for the consideration of One hundred dollars, to them in hand paid at that time, assigned and transferred to your Orator the aforesaid article and all their interest in and claim to said land, at which time your Orator also became bound to pay said Judgt. to said Sun, & clear said Reeds from liability thereunder; that your Orator took possession of said land and has improved the same by enclosing the whole thereof with a good and substantial fence building houses, barns, cribs &c. and digging wells &c. all of said improvements being done in a lasting and valuable manner, and at great expense to your Orator. That on the day of in the year 18 the said Walter Sun died leaving as his heirs John B. Sun and James Sun who reside in Madison County, Ohio and Mary A. Thurman wife of Allen G. Thurman, Walter A. Sun, and Robert B. Sun, who reside in the State of Kentucky; that said James Sun and John B. Sun are the executors of said Walter Sun deceased. That neither said Walter Sun during his lifetime, nor said heirs since his decease ever took any steps or measures to rescind said contract or disturb your Orator in his possession of said land, until said heirs instituted an action of ejectment against your Orator to eject him from said land in order that they might unjustly deprive him of the fruits of his extensive improvements thereon; that in said action said heirs obtained judgment against your Orator at the November Term of this Court A. D. 1842; that under said Judgt. a writ of possession was issued, but all proceedings thereunder were stayed by an injunction granted in the Cause in which this amended Bill is filed. Your Orator further states that he has always been ready, able, and willing to execute said article of agreement

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upon receiving a deed for said land, as he had a right to receive; and he is now ready to execute & fulfil said article as soon as such deed is ready for delivery to him by said heirs; That your Orator further represents, that the said Walter Sum in his life time frequently represented to the said Reed, that he would not take back the said land, and discharge him from the payment of the purchase money; that he looked to the judgment and collection thereof for his pay, and not to a recovery of the land, for the satisfaction of his claim, that the said Reed might go on to improve the land as his own, subject only to the payment of the judgment, and whenever the judgment should be paid, the land should be conveyed to Reed, his heirs or assigns. And your Orator avers that upon these facts being communicated to your Orator, your Orator took the said Assignment from the said Reed as aforesaid, and accordingly your Orator was ready, anxious and willing to pay the said sum in the amount of the said judgment & take a conveyance of the said land; but your Orator was informed that the said Walter Sum was absent out of the said County of Union and residing at some place unknown to your Orator; but your Orator has been since informed he resided part of the time in the State of Kentucky and part of the time in Ross County, Ohio; That soon after the said Assignment to your Orator, the said Walter Sum departed this life as aforesaid, that after the death of the said Sum your Orator did not learn until after the filing of the original bill who the executors of the said Sum were, nor until about the time of filing this supplemental bill & amendment, and therefore your Orator was unable to make a tender of the amount due the said Executors on the said judgment, although your Orator was ready, anxious and willing to do so and to pay the same; In consideration of all which and inasmuch as your Orator is without remedy, on the law side of this Court, he prays that said John Brown, James Sum, Mary A Hopkins, Walter A Sum and Robert Deard may be made defendants hereto, that said John Brown and James Sum may also, in their capacity as executors as aforesaid be made defendants hereto; that an order of publication may be made; that defendants may severally be compelled to answer under oath all and singular the allegations and matters contained in this Bill; and that on the final hearing of this Cause their title to said land may be decreed to your Orator upon payment as aforesaid. Your Orator being ready & willing and hereby offering to pay the said judgment and specifically perform the said agreement on his part, and to submit to any order of the Court in that behalf; and that said defendants may be compelled to fulfil the Contract made as aforesaid by said Walter Sum in his life time; That the injunction heretofore granted in this Cause may be made perpetual, and that your Orator may have such other and further relief as equity and good conscience may require By Otway Curry his Solicitor. The said exhibit marked (A) marked a part of said amended Bill and therewith filed reads in the words and figures following, to wit. Articles of agreement between Walter Sum of the County of Ross, and State of Ohio, and James Reed and Samuel Reed of the County of Union and State of Ohio, witnesses that the said Sum hereby sells unto the said James & Samuel Two hundred and seventy nine acres of land, lying on the waters of Sarby's creek and bounded as follows, to wit. Beginning at two

Article of agreement

Answer

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bur oak and an elm northwesterly Corner to Andrew Alexander Survey No. 6543;
 thence with his line S. 24. W. 89 poles to two elms in said line, thence N. 88. W. 136 poles to a
 hickory and a bur oak; thence S. 85. W. 120 poles to a stake in a prairie; thence South
 204 poles to a stake in a prairie, thence S. 79. E. 270 poles to three white oaks two of
 them from one root; thence S. 20. E. 48 poles to three Jack oaks, two from one root;
 thence S. 43. E. 30 poles to the beginning. For which the said James & Samuel hereby
 bind and oblige themselves to pay to the said Sum the sum of five hundred
 and fifty eight dollars and cents in the following payments to wit; one third
 part thereof on the 25th day of next December; and the remainder in two equal
 annual payments thereafter. Which when fully paid by the said James & Sam-
 uel to the said Sum the said Sum hereby binds and obliges himself to convey
 unto the said James & Samuel the aforesaid land with sufficient general
 warranty. So witness our hands and seals this 15th day of Sept. 1824.
 Walter Sum *Seal* James Reed *Seal* Samuel Reed *Seal* Attest David Cowen.

The following assignment was endorsed upon the back of said agreement, to wit.
 For value recd we hereby assign all our right title & interest to the within
 to Reuben P. Mann, Dec. 25. 1835 James Reed. And afterwards to wit. at the
 next term of said Court A.D. 1847 the defendants by Swan & Andrews en-
 tered their appearance herein and this cause was continued. And
 afterwards to wit. on the 22nd day of September A.D. 1847 the defendants by
 Swan & Andrews their Solicitors filed herein their demurrer as follows
 to wit. Grand heirs At Mann, In Chy, Union Co. And the said defen-
 dants come and enter their appearance in said case and demur to the
 said bill and for cause of demurrer shows that said Complainant by his
 said bill has not made such a case as entitles him in a Court of equity
 to any discovery from or relief against the defendants or either of them. Where-
 fore &c. Swan & Andrews Jolls for defendants. And afterwards to wit at the
 October Term of said Court A.D. 1847. the said demurrer was overruled, and
 leave was given to defendants to answer in sixty days and this cause
 was continued. And afterwards to wit. on the 23rd day of February A.D. 1848. the
 defendants by Swan & Andrews their Solicitors filed herein the answer
 in the words and figures following to wit. The answer of John G. Sum, James
 Sum, Robert Sum and Mary A. Thurman and Allen P. Thurman his
 wife & Walter A. Sum. to the bills filed against them upon the Chancery side
 of the Court of Common Pleas of Union County Ohio, by Reuben P. Mann, be-
 ing an original Bill, Supplemental and amended bills. These defendants
 saving all exceptions &c answer each for himself and herself and say.
 They admit that more than twenty years ago to wit. in September A.D. 1811
 the said Walter Sum now deceased and Samuel and James Reed entered
 into an article of agreement as stated in the original bill a copy of which
 as Respondents are advised and believe is truly set forth at the end of this
 answer and made part hereof. By the terms of said article the whole pur-
 chase money should have been paid by said Reeds on 25th December 1826. The
 said Reeds having neglected to pay said purchase money or any part thereof
 the said Walter Sum by his Attorney William Brighton Jr. who as Respondents
 are informed and believe acted as his Counsel and then and ever since

Answer

has resided in Illinois the Complainant commenced a suit in the Circuit Court of the United States against said Reeds for said purchase money upon said article and at the July Term of said Court A.D. 1829 recovered judgment in the premises for \$709⁴⁵/₁₀₀ as is stated in said bill and admitted by respondents together with costs. It is also admitted that execution issued upon said judgment in 1830 and returned no goods and chattels lands or tenements found or whether the Complainant Man in the month of December A.D. 1835 or at any time purchased from said Reeds their interest in said articles or had the same assigned to him or bound himself to pay said judgment or to clear said Reeds from liability there under these respondents do not know being wholly ignorant in the premises and ask for full proof. But they do aver that the said Reeds and the said Man were bound to know that they could have paid if they had desired so to do the amount of said judgment to the attorney of said Court at the time said judgment was rendered and at the time of said alleged assignment to said Man. These respondents admit that neither the said Reeds nor said Man paid said judgment or any part thereof but have wholly neglected and failed so to do. These respondents admit that they did by bringing their action of ejectment for said land and obtaining judgment at the October term A.D. 1842 of said Court of Common Pleas as stated in said bill rescind and put an end to said contract and that the said Reeds and the said Man if he is the assignee of said contract, have as respondents insist, by their gross neglect to perform their contract; by the lapse of time which they have permitted to occur since the purchase money was to be paid; by neglect to make any tender of said purchase money after said action of ejectment was brought, or since that time have forfeited all claim to the interposition of a Court of equity. These respondents are wholly ignorant of any representations made by said Walter Eum to said Reeds as alleged in the bill or of any representations of a like kind. They therefore deny the same and ask for full proof. These respondents however admit that when said article was entered into and when said judgment was taken the said Walter Eum expected said Reeds to pay for said land and did not sell it to them nor obtain judgment with a view of taking back the land; but after finding by a return to an execution that nothing could be obtained from said Reeds and after waiting seven years from the time said judgment was obtained these respondents had a right to rescind said contract, whether said Reeds communicated said alleged representations of said Eum to said Man and said Man acted on the same as stated in said bill respondents are wholly ignorant and ask for full proof. These respondents do not believe and therefore deny that said Man who admits that he has never paid or tendered said purchase money, was ready, anxious and willing to pay said Walter Eum the amount of said judgment and these respondents aver that the place of residence of the said Walter Eum was a matter of so much public notoriety that the said Man could by the highest diligence ascertain his place of residence during his lifetime; and the place of residence of the legal representatives of said Eum could have been ascertained with like diligence since the decease of said Walter Eum, the executor of said Eum having resided for many years last past in the neighbouring County of Madison. Respondents

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admit that James and John D. Sum are the executors of Walter Sum deceased. Whether the said Man has made any and what improvements on said land these Respondents do not know and are not informed, and they submit whether it would not have been quite as honest for said Man to have applied his means to the payment of said purchase money, these Respondents insist that said Needs long before said Man alleges he became an assignee of said article, abandoned said contract, and did not intend, and took no steps to perform the same that said Man since he became the assignee of said contract (if such be the fact) has taken no steps whatever to perform the same; and the contract has thus rested on their part for more than twenty years without anything being done, but harassing respondents with a vexatious bill, amended bill and supplemental bill. These Respondents having fully answered ask to be hence dismissed with their reasonable costs &c. John D. Sum, James D. Sum Executors, Robert D. Sum, Allen G. Hurman, Mary Hurman, Walter A. Sum, Swan & Andrews, Solicitors for Respondents, The State of Ohio, Madison County, ss. Before me the undersigned personally appeared James D. Sum who made solemn oath that the matters in the above answer set forth so far as the same are stated therein as derived from the information of others they believe to be true; and all the several other matters therein stated are true in substance and fact, James D. Sum, sworn to & Subd before me this 18th day of February A.D. 1828, John M. Kulla - Justice of the peace in & for said County. The copy of said agreement, set forth at the end of said answer and made a part thereof, in the words and figures following, to wit, Articles of agreement between Walter Sum of the County of Ross, and State of Ohio, and James Reed and Samuel Reed of the County of Union and State of Ohio. Witness that the said Sum hereby sells unto the said James & Samuel Two hundred and seventy nine acres of land lying on the waters of Barbys Creek and bounded as follows, to wit, Beginning at two bur oaks and an elm northerly corner to Alexander's Survey No 6543; thence with his line S. 24. W. 89 poles to two elms in said line; thence N. 88. W. 136 poles to a hickory and a bur oak; thence S. 85. W. 120 poles to a stake in a prairie; thence N. 204 poles to a stake in a prairie, thence S. 79 1/2 E. 270 poles to three white oaks, two of them from one root; thence S. 20. E. 48 poles to three Jack oaks, two from one root; thence S. 43 E 30 poles to the beginning, For which the said James and Samuel hereby bind and oblige themselves, to pay to the said Sum the sum of five hundred and fifty eight dollars, in the following payments, to wit, One third part thereof on the 25th day of next December and the remainder in two equal annual payments thereafter, which when fully paid by the said James and Samuel to the said Sum, the said Sum hereby binds and obliges himself to convey unto the said James and Samuel the aforesaid land with sufficient general warranty; as witness our hands, and seals this 15th day of Sept. 1824. Walter Sum (Sd), James Reed (Sd), Samuel Reed (Sd) Attest David Caner, And thereupon came the complainant and filed his Replication in the words and figures following to wit, Reuben P. Mann vs John D. Sum et al, Jurthancary, And the said Reuben P. Mann now comes and by way of replication to the answer of said Defen-

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dants says that his said Bill is true &c. and that said answer is untrue &c. which said Mann is ready to prove &c. By Henry & Powell his Solicitors and afterwards to wit. at the April Term of said Court A.D. 1848. This cause was continued, and afterwards to wit. on the 29th day of June A.D. 1848 This day came the parties by their attorneys and submitted this cause to the Court, and the Court being fully advised in the premises do find the equity of the case with the Defendants. It is therefore ordered adjudged and decreed that the injunction granted herein be dissolved and the bill dismissed, and that the Complainant pay the costs herein within forty days taxed at Dollars cents and in default thereof that execution issue therefor as upon judgments at Law. Notice of appeal by Complainant.

#606 Attest: John Cassil, Clerk.

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Jeremiah Beal
vs
Hiram Beal et als

Pleas before his Honor James L. Torbert Esq. President and James A. Smith, Christian Myers and Levi Phelps his Associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the twenty seventh day of June in the year of our Lord one thousand eight hundred and forty eight. Be it Remembered that heretofore to wit. on the 20th day of September A.D. 1847 came Jeremiah Beal by Allison & Curry his Solicitors, and filed in the office of the Clerk of said Court his Bill in Chancery in the words and figures following to wit. To the Court of Common Pleas within and for the County of Union, Ohio, to whom in Chancery sitting. Humbly complaining your Orator Jeremiah Beal of the County of Union of and said, represents and states to your Honors that on the 8th day of March 1837 one Nicholas Beal, then of the County of Logan, but since deceased purchased (by an article of agreement for that purpose) of the Board of Public Works of the State of Ohio, by Leander Ransom their Agent for and on behalf of the State of Ohio, a certain piece or parcel of land, situate in the County of Union and State of Ohio and part of Survey No. described in said article of agreement as follows. "Lot number four of a tract of land lying in Union County which the State obtained from Seneca M. Arthur as the same is numbered and delineated on a map on record in the office of the Board of Public Works, containing one hundred ten and a half acres. For a more particular statement reference is hereby made to the said article of agreement, a copy of which is herewith filed and made part of this Bill. Your Orator further states, that on or about the 26th day of February A.D. 1839 the said Nicholas Beal then still living sold the foresaid tract of land to your Orator and for that purpose and having received from your Orator the full amount of the purchase money the said Nicholas on the day and year last aforesaid executed and delivered to your Orator his penal Bond, conditional to make to your Orator a good and sufficient general warranty deed of Conveyance for said tract of land as soon as the State, by their agent should execute a deed for the same to the said Nicholas Beal, for further particulars reference is hereby made to the said penal bond, a copy of which is herewith filed and made part of this Bill. Your Orator further states that sometime in the year 1843 the said Nicholas Beal departed this life, without having made any conveyance of said land to your Orator, and without having received a deed for said

land from the State, or the proper agent, and without having paid the full amount of the purchase due the State, which he was bound in said article of agreement to pay. That letters of administration were duly granted by this Court, upon the estate of the said Nicholas, to your Orator and to one Hiram Beal (whom your Orator prays may be made a defendant to this Bill, that the said estate is, and has been by the said administrators duly represented in solvent, and that in consequence thereof, the said administrators have taken measures to have the said seal contract of the said Nicholas to your Orator completed, that on the 19th day of July, A.D. 1847 there was still due to the State of Ohio, upon the said contract of the said Nicholas the sum of seventy nine dollars and twenty six cents, which sum was paid by your Orator (in his individual capacity) into the State Treasury on the day and year last aforesaid, and a deed for said land was refused to your Orator by the proper State authorities, until this Court should decree the interest of the heirs of the said Nicholas (Beal part of whom are minors) to be in your Orator. That the following persons together with your Orator are the children and heirs of the said Nicholas Beal, to wit, Hiram Beal, Sharpless Beal, William Beal, Samuel Kirk and Elizabeth Kirk his wife who was formerly, Elizabeth Beal, Robert Baskdull and Prudence Baskdull who was formerly Prudence Beal, Rachel Beal, and Isaac Beal and Curtis Beal, the last two of whom are minors, and all of whom your Orator prays may be made defendants to this Bill, and all of whom are residents of the County of Marion but Sharpless Beal, who resides in Fayette County, Pennsylvania. In tender consideration whereof, and inasmuch as your Orator is remediless upon the law side of this Court, your Orator therefore prays that the writ of Subpoena may issue, and that the defendants hereto may be compelled to answer all and singular the premises herein contained, the same and as fully as if put by specific interrogatories and that upon the final hearing of this cause, all the equity, right, title, interest, and claim of each and every of the defendants, in and to the said tract of land may be decreed to your Orator, to enable him to procure to himself a deed for said land from the State of Ohio, and such other and further relief, as to your Honors may seem just and equitable, and as in duty bound your Orator will ever pray, &c. By Allison D. Curry his Solls. The first Exhibit made a part of said Bill and therein referred to, and filed therewith is in the words and figures following, to wit, This article of agreement made and concluded this eighth day of March 1837 by and between Nicholas Beal of Logan County of the first part, and the Board of Public Works of the State of Ohio by Lauder Ransom their agent appointed pursuant to an act of the General Assembly of the State of Ohio, entitled "An act to provide for the increase of the canal fund by the purchase and sale of real estate, for and on behalf of the State of Ohio, witnessed that the said Beal agrees to purchase of the State of Ohio, Lot number four of a tract of land lying in Marion County, which the State obtained from Duncan McArthur, as the same is numbered and delineated on a map on record in the office of the Board of Public Works, containing one hundred ten and a half acres, and to pay to said Ransom or his successor in office the sum of Two hundred seventy six dollars twenty five cents in the following manner, viz. One third at this time, one third in one year from this time, and the other third in two

years from this time with interest to be paid annually, and the said Beal agrees to pay all taxes that may be imposed on said land after this time. In consideration of the above sums of money and the interest thereon together with the taxes on said land, being punctually paid at the times when they shall become due the said Board by their agent aforesaid, for and on behalf of the state of Ohio agrees to sell said lot of land as aforesaid to the said Beal, and to forward a certified plat and survey thereof to the Executive of the State of Ohio, with a certificate that payment has been made in full, which will entitle the said Beal to a warrant deed in fee simple of said lot in the name of the state of Ohio, to be signed by the Governor and countersigned by the Secretary of State. In testimony whereof the parties have signed and sealed this agreement the day & year first written.

In presence of John Bigler, Nicholas Beal, Leander Ransom, et al. ^{et al.}

The said article had the following receipt endorsed on its back, to wit: The balance of the purchase money for the within land being \$79.26cts has been paid this day as per duplicate receipts of Treasr July 17th 1847 J. Woods Clerk. The second Exhibit filed with said Bill and made a part thereof, is in the words and figures following, to wit: Know all men by these presents, that I, Nicholas Beal of the County of Union and State of Ohio, stand held and firmly bound unto Jeremiah Beal of the County and State aforesaid in the penal sum of one thousand dollars good and lawful money of the State aforesaid, for the true payment of which I do bind myself, my heirs, Executors and administrators firmly by these presents sealed with my seal and dated this twenty sixth day of February, eighteen hundred and thirty nine, now the condition of the above obligation is as follows, if the above bound Nicholas Beal shall well execute and deliver unto the said Jeremiah Beal a good and sufficient general warrant deed of conveyance for a certain tract of land being Lot No. 11 and being part of the same lands that the State of Ohio obtained of Duncan McArthur Situate in Union County, and lying on the waters of Bokes Creek which deed is to be executed as soon as the State by their Agent Leander Ransom will execute a deed to the said Nicholas Beal as he stands bound in an article of agreement, then the obligation to be void and of no effect otherwise to stand and be in full force and virtue in law. Nicholas Beal ^{et al.} Attest William Beal, and afterwards, to wit, on the 20th day of September A.D. 1847 the following subpoena in Chancery was issued and delivered to the Sheriff of Union County, to wit, The State of Ohio, Union County ss, To the Sheriff of the County of Union Greeting: We command you, that you summon Hiram Beal, Sharpless Beal, William Beal, Samuel Kirk, Elizabeth Kirk his wife, Robert Baskdull & Prudence Baskdull, his wife, Rachel Beal, Isaac Beal and Curtis Beal to appear before the Judges of our Court of Common Pleas, at the Court House, on the fifth day of October next ensuing to answer a Bill in Chancery, exhibited against them by Jeremiah Beal and this they shall in no wise omit, under the penalty of one thousand dollars, and have them and there this writ. Witness, John Cassil, Clerk of our said Court, at the Court house, this 20th day of Sept. A.D. 1847. John Cassil Clerk of Com Pleas, which said writ was afterwards, to wit, on the 22nd day of September A.D. 1847 returned by said Sheriff endorsed as follows, to wit: Served this writ by delivering a certified copy of this writ to the within named William Beal, Curtis Beal, and Hiram Beal on the 20th day of Sept. 1847 and upon Samuel Kirk, Elizabeth Kirk, and Rachel Beal

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by copies on the 21st day of September 1847, and upon Isaiah Beal by certified copy on the 22nd day of Sept. 1847, the remainder of defendants not found, Philip Snider Sheriff, and afterwards, to wit, on the 16th day of February A.D. 1848, came Sharpless Beal in his own proper person and filed herein his answer in the words and figures following, to wit. The separate answer of Sharpless Beal to the Bill of Jeremiah Beal exhibited against himself and others defendants in the Court of Common Pleas of Union County, Ohio. Filed Sept. 20th 1847. The said Sharpless Beal now comes in his own proper person and waives the issuing and service of process against him, or publication of the pendency and prayer of said Bill &c. and for answer to the said Bill of the said Jeremiah Beal states, that the matters and things therein set forth are true as he verily believes, and he consents that a decree may be taken by the said Jeremiah as prayed for in said Bill, at the next, or any subsequent term of this Court, and having thus fully answered he prays to be hence dismissed without being held accountable for any costs &c. in the above case. Dated February 9th 1848 Sharpless Beal. And afterwards, to wit, on the 24th day of April A.D. 1848, the following subpoena in Chancery was issued and sent to the Sheriff of Delaware County, to wit. The State of Ohio, Union County, ss. To the Sheriff of the County of Delaware Greeting; We command you that you summon Robert Baskdull and Prudence Baskdull to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the Term next ensuing, to answer a Bill in Chancery, exhibited against them et al., by Jeremiah Beal and this they shall in no wise omit, under the penalty of one thousand dollars; and have them and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House this 24th day of April A.D. 1848 John Cassil Clerk of Com. Pleas. which said writ was afterwards, to wit, on the 25th day of April A.D. 1848, returned by said Sheriff with his endorsement thereon as follows, April 25th 1848 personally served on the within named persons by leaving with them certified copies of this writ. N. Jones Shfr. And afterwards, to wit, at the April Term of said Court, A.D. 1848, this cause was continued and afterwards, to wit, on the 29th day of June A.D. 1848 on motion to the Court by Messrs. Allison & Curry, Counsel for the plaintiff, it is ordered, that J. C. Soughty be appointed guardian ad litem to the infant defendants Rachael Beal and Isaiah Beal, and thereupon the said J. C. Soughty appeared in open Court, and accepted said appointment, and thereupon filed his answer as follows to wit. The Joint answer of Rachael Beal and Isaiah Beal infant defendants to the Bill of Jeremiah Beal Complainant, by J. C. Soughty their Guardian ad litem. And the said Rachael Beal and Isaiah Beal, by J. C. Soughty their Guardian ad litem now come and for answer to the said Bill of the said Jeremiah Beal say, that they know nothing of the matters and things charged in said Bill and pray to be hence dismissed with their costs &c. Rachael Beal Isaiah Beal By J. C. Soughty their Guardian ad litem. And afterwards, to wit, on the 29th day of April A.D. 1849, this cause came on to be heard this day upon the bill, answers, exhibits, and testimony and was argued by Counsel whereupon the Court being fully advised in the premises, do find that the equity of the case is with the Complainant; that lot number four of a tract of land lying in Union County, which the State of Ohio obtained from

L. J.

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Land called Arthur as the same is numbered and delineated on a map on record in the office of the board of public works containing one hundred and ten and a half acres which was on the 8th of March 1837 sold by article of agreement by the State of Ohio by Leander Ransom acting Commissioner of the Board of public works to Nicholas Beal, was afterwards by said Nicholas Beal contracted and sold to the Complainant, that the Complainant paid to said Nicholas Beal the full amount of the contract price for said land, and also paid to the State of Ohio seventy nine dollars and twenty six cents, the same being the unpaid balance of purchase money due the State of Ohio upon the said contract with said Nicholas Beal; that said Nicholas Beal died without having received a deed of conveyance for said land, and without conveying the same to the Complainant; that said Nicholas Beal left as his heirs the persons named as such in the Complainant's bill, who inherit all the right and title and interest of said Nicholas in the premises, that said right, title, and interest so inherited by said heirs ought in equity to vest in the Complainant and the Court do therefore order and decree that all the right, title and interest of the said heirs of Nicholas Beal in the said land do pass and vest in the Complainant; and it is further ordered that the administrators of said Nicholas Beal pay out of the funds of the estate of said Nicholas the costs of this Cause taxed at.

\$3.00

Attest: John Cassil, Clerk

Michael Wood

Prince W Alden datz

Pleas before his Honor James Lobert, Esq, President, and James Smith, Christian Myers, and Levi Phelps his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville, in and for the County of Union and State of Ohio; on the twenty seventh day of June in the year of our Lord one thousand, eight hundred and forty eight. Be it Remembored that heretofore to wit, on the 28th day of July, A. D. 1846 came Michael Wood, by W. C. Lawrence his Solicitor and filed in the Office of the Clerk of said Court his Petition for Partition in the words and figures following, to wit: To the Honorable the Judges of the Court of Common Pleas when in session, Michael Wood a resident of said County of Union and State of Ohio would respectfully represent to your Honors that he is Tenant in Common of the following described premises lying in the Town of Milford, Union County of said and being Lot No 28 of which sixty feet on the north west side has been sold, and part of Lot No 29 which is held by your Petitioner in Common with one Prince Alden who claims a life estate in the undivided moiety and equal half. And the heirs of sa Wood to wit, Cynthia Wood now Cynthia Powers by marriage with James B. Powers John Wood, Andrew Wood, Hilar Wood, Harvey Wood, minors for whom Gregory Hawley has been regularly appointed Guardian by this Court. That the same decended to said Tenant from Eunice Wood the mother and Polly ^{Powers} ~~Powers~~ the sister of your Petitioner & sa Wood dec'd and the said last was the wife of the said Alden. That your Petitioner is entitled to partition in the premises to one half the same subject to the said life estate now claimed by the said Alden. Your Petitioner prays Partition and such further proceedings in

The premises as may be agreeable to the statutes of this state and as in duty bound
 ye. By W. C. Lawrence his Sol. At the end of said Petition are the following
 waivers of service to wit. I waive the issue and service of Process in this case
 so far as my interest is concerned, P. W. Alden James B Power, Cynthia A.
 Power. I waive the issue and service of Process in this case for my wards
 and hereby enter their appearance July 27. 1846. Gregory Hawley. And after
 wards to wit. at the July Term of said Court A. D. 1846 the following Order of Partition
 was made by said Court to wit. This case comes into the Court by the consent of
 the parties defendants, the minor defendants by the Guardian whereupon it
 is ordered by the Court that by the oaths of Cyprian Lee, Alexander Smith and
 Jacob Fairfield one full equal one half of the premises described here to
 the said Michael Wood subject to the life estate of the said Prince W. Alden
 on the one half of said share and the remain half to the said James Power
 Cynthia Power, John Wood, Andrew Jero Wood, Hilas Wood and Harvey A.
 Wood the heirs of Ira Wood dead and subject to the like incumbrance of the
 said Alden. The Sheriff of this County by writ from this Court make the said
 Partition and report to this Court forthwith. Said order having been on the
 said 29th day of July A. D. 1846 certified to the Sheriff of said Union County under the
 seal of said Court. was afterwards, to wit. on the 30th day of July A. D. 1846, returned
 by said Sheriff with his endorsement thereon as follows. I have executed this writ
 by the oaths of the within named Commissioners whose report is herewith returned.
 July 30th 1846 W. M. Robinson Sheriff of W. C. The said report reads in the words
 and figures following to wit. We the undersigned being appointed by the Court of
 Common Pleas of Union County to partition the property specified on the within
 and after being duly sworn as the law directs, we proceeded to view the said
 premises in the Bill described and found that it could not be divided
 without making the property less valuable consequently we value the said
 premises at three hundred and seventy five dollars. Milford July 30th 1846
 Cyprian Lee Alexander Smith, Jacob Fairfield. And afterwards to wit. on the
 30th day of July A. D. 1846. On motion to the Court by W. C. Lawrence Counsel for
 the petitioner and upon producing the proceedings of the Sheriff, and the report
 and proceedings of the Commissioners hereinbefore appointed and the same
 being examined it is ordered that said proceedings and report be, and the
 same are hereby approved & confirmed, and thereupon neither of the parties
 electing to take said estate, at the valuation thereof as returned by said Com-
 missioners. On motion of the Petitioner. It is ordered that this cause is continued
 for election. And afterwards, to wit. at the October Term of said Court A. D. 1846 this
 Cause was continued. And afterwards, to wit. at the May Term of said Court
 A. D. 1847 this Cause was continued. And afterwards, to wit. on the 3rd day of August
 A. D. 1847. In this case neither of the parties electing to take the said premises, at the ap-
 praisalment. it is ordered that the Sheriff proceed to sell the said premises, accor-
 ding to the Statute in such case made and provided, and it is further ordered that
 the parties pay the costs of the application in proportion to their interest within thirty
 days from the rising of this Court, and that in default thereof execution issue there-
 for as in cases at law. And continued. And afterwards, to wit. on the 21st day of
 August A. D. 1847 the said order was by the Clerk of said Court certified to the Sheriff of

of said court of Union under the seal of said Court, which was afterwards, to wit, on the 6th day of October A.D. 1847, returned by said Sheriff, with his endorsement thereon in the words and figures following, to wit, August 21, 1847 received this writ in obedience to the within command I duly advertised the property in the bill described 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, & afterwards, to wit, on the 5th day of October A.D. 1847 in pursuance of said notice proceeded to offer said real estate for by public auction at the door of the Court House in the Town of Marysville in said County, And sold the same to Andrew W. Alden for the sum of two hundred and fifty dollars, that being the highest and best bid therefor, and it being two thirds the appraised value thereof. Philip Switzer Sheriff. And afterwards, to wit, at the October Term of said Court A.D. 1847 this cause was referred to Mr Powell as special Master and continued, And afterwards, to wit, at the April Term of said Court A.D. 1848, on motion to the Court by P. B. Cole Attorney of M. S. Wood. It is ordered that one fourth of the purchase money, of the premises sold in this case be by the Sheriff of this County immediately paid over to the said M. S. Wood, and that one other fourth of the said purchase money be paid over to the heirs of Ira Wood dead, and that this case be referred to J. W. Powell, Esq, as Special Master Commissioner to examine & report what portions of the balance of the said purchase money is equitably due to each of the parties in this case, and that the said Master report his proceedings to the next term of this Court to which time this cause is continued. And afterwards, to wit, at the June Term of said Court A.D. 1848 the said Master filed herein his report, in the words and figures following, to wit, Union County ss. born Fees June Term 1848, Michael C Wood vs Prince W Alden et al, In Partition. The undersigned Master Commissioner to whom this case was referred respectfully report that it appears that the premises in question was sold for the sum of \$250. and that the said Prince W Alden had a life estate by Courtesy in the one undivided half thereof. It also appears by consent of parties that the said Alden is now of the age of forty years, and in ordinary health and chance of life. It also appears by consent of parties that the annual rent of the whole of the said premises will be fairly represented by the sum of \$15. the annual interest on the said purchase money. The said Master finds therefore that the annual value of the life estate of the said Alden in the said undivided half of the said premises is \$7.50 cents. It appears from various tables of life insurance, that the chances of life of a person of forty years of age are variously estimated from 25 to 27 years, but the present value of such yearly rent cannot be the rent multiplied by this number of years, but it should be discounted by the interest on the rent of each year until it is payable. This present value of such life estate is estimated in a table in Swans Manual for Attor &c page 135 which the master considers fair and of authority, from which it appears that the number of years the purchase of annuity is worth for a person at the age of forty years is 10.705 years which give when multiplied by \$7.50 the sum of \$80.28 cents. $\frac{\$250.00}{80.28} = 169.72$ which sum deducted from the sale of the land will leave the sum of \$169.72 to be divided between the petitioner and other heirs. $\frac{169.72}{2} = 84.86$

From the above sum should be deducted the costs in such proportion as the Court may direct. All of which is respectfully submitted. J. W. Powell Special Master Court. And afterwards to wit, on the 30th day of June A.D. 1848, the Court having this day examined the proceedings of the Sheriff in this case and the sale by him made

James M Ingham vs John M Blue et al

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in this case, and being satisfied that the sale in all respects has been made in conformity with the statute in such cases made provided do order the clerk to make an entry on the Journal that the court is satisfied with the legality of said sale and that he also enter an order on the Sheriff to make a deed to the purchaser for the lands and tenements so sold, all of which is accordingly entered, and this cause having at a previous term been referred to J. W. Powell as special Master Commissioner to state the amount of the purchase money of said premises equitably due to each of the parties in this cause, has reported upon the same, which report is in substance as follows, that the amount of the said purchase money due to said Alden is Eighty dollars & 28 cents, and the residue of said purchase money being one hundred and sixty nine dollars & 72 cents be equally divided between Michael Wood, and the said heirs of Ira Wood & c, one half to the said Wood and half to the said heirs which report has been examined by the court & fully satisfied and confirmed, and it is further ordered that the costs in this cause be paid by the said parties in proportion to the amount of interest respectively held by each and it is further ordered that the atty's fees be paid to the amount of \$15. as follows the estate of M. C. Lawrence 7th and P. D. Cole 8th and that the master be paid \$5. as his fees & that atty's & masters fees be paid in like proportions by the parties as the other costs, and that the clerk retain the same out of the purchase money.

\$2.20 Attest John Cassil Clerk

James M Ingham vs John M Blue et als

Pleas before his Honor James S. Torbut Esq. President and James R. Smith Christian Myers and Levi Phelps, his Associates judges, At a Court of Common Pleas, begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio, on the Nineteenth day of September in the Year of our Lord one thousand Eight hundred and Forty Eight, Be it remembered that heretofore to wit on the 19th Day of September 1848, James M. Ingham by Powell & Buck his Attornies Filed herein the following Note and Power of Attorney, to Compress Judgment thereon to wit, Know all men by these presents that we John M. Blue and John M. Blue are bound and indebted unto James M. Ingham in the sum of Four hundred Dollars to be paid in one day after date, witness our hands and seals this 24th day of August A.D. 1848 John M. Blue for Seal John M. Blue Paris Homey Seal, the said power of Attorney reads in the words and figures following to wit, To James R. Hubbell Esq. or any other Attorney of the Courts of Record in the State of Ohio, The Undersigned Signers of the of the Above Single bond for the payment of four hundred Dollars, do hereby empower and authorize you as our Attorney to appear for us and in our name and stead in any Court of Record in the State of Ohio waive process, receive declaration and confess judgment against us at the suit of the above named James M. Ingham for the amount then appearing to be due on the above obligation as principal and interest and upon such judgment waive and release all errors and writs of errors, witness our hands and seals the day and year above written John M. Blue for Seal John M. Blue Paris Homey Seal.

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And thereupon to wit on said 19th day of September 1848, the said Plaintiff filed herein his declaration which reads in the words and figures following, to wit, Court of Common Pleas, of the term of September 1848 State of Ohio Union County ss. In a Suit amicably entered, James M. Ingham by Powell & Buck his Attorneys, Complainers of John M. Blue & John M. Blue and Paris Honey, in a plea of Debt, for that whereas the said Defendants heretofore to wit on the 24th Day of August in the year 1848, at the County of Union aforesaid made their certain writing Obligation of that date sealed with their seals (and now to the Court here shewn) and then and there delivered the same to the said Plaintiff, and thereby acknowledged themselves to be bound and indebted unto the said Plaintiff in the sum of four hundred Dollars, which they thereby bound themselves to pay, to the Plaintiff in one day after the date of said writing Obligation, which period hath now elapsed, yet the said Defendants have not paid the said sum of money, nor any part thereof, to the damage of said Plaintiff of one dollar and sixty five cents, and therefore he brings suit &c. Powell & Buck atty for P'tiff, and afterwards to wit on the 19th day of September 1848, the said Defendants by James R. Hubbell their attorney, filed herein their plea in the words and figures following to wit, John M. Blue & John M. Blue and Paris Honey vs. James M. Ingham. Plea of Cognovit, and now come the said John M. Blue & John M. Blue and Paris Honey by James R. Hubbell their attorney, and say that they admit that the said writing Obligation in the said Plaintiff's declaration above set forth is their deed; that the said Defendants are indebted to the said Plaintiff in the sum of four hundred dollars, as the said Plaintiff has above in his ^{said} declaration alleged; and that the said Plaintiff has sustained damage by reason of the detention thereof, in one dollar and sixty five cents as he has thereof above complained against them; and the said Defendants by their attorney aforesaid, waive and release all errors and writs of error upon the judgment hereby confessed. James R. Hubbell atty for Def'ts, and afterwards to wit on the 19th day of September 1848, this day came into Court the said Plaintiff by his attorney and filed his declaration against the said John M. Blue & John M. Blue and Paris Honey, and thereupon the said Defendants by James R. Hubbell one of the Attorneys of this Court appeared in open Court, and by virtue of a warrant of attorney for that purpose executed by the said Defendants, (and now produced in open Court and duly proved) and admit that the writing Obligation in the Plaintiff's declaration above set forth is their deed, and also admit that the said Defendants are indebted to the said Plaintiff in the sum of four hundred dollars, as the Plaintiff hath in his said declaration alleged, and that the Plaintiff hath sustained damages by reason of the detention thereof, to one dollar and sixty five cents, therefore it is considered that the said Plaintiff recover of the said Defendants the said sum of four hundred dollars, his debt aforesaid and the said sum of \$65 his damages aforesaid, and also his costs in this behalf expended, taxed to

\$105 Attest, James Kim Rade Jr. Cler R

Henry S. Harey
vs
Abner Chapman

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Henry S. Cary
vs
Abner Chapman

Pleas before his Honor James S. Lorbut Esq. President and James
 R. Smith Christian Myers and Levi Phelps his Associates Judges
 at a Court of Common Pleas begun and held at the Court House in the Town of
 Mansville in and for the County of Union and State of Ohio, on the Nine-
 tenth day of September in the year of our Lord one thousand Eight hundred
 and Forty eight. Be it remembered that herebefore to wit on the 10th
 Day of April 1848, Henry S. Cary by Cole & Witter his Attornies Shod out of the
 Clerks Office of the Court aforesaid, the following writ of Summons to wit,
 State of Ohio Union County ss. To the Sheriff of said County Greeting: We Command you
 to Summon Abner Chapman, 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 Henry S. Cary in a plea
 of Assumpsit, damages Five Hundred Dollars, and have you then these this
 writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid
 this 10th Day of April AD 1848, John Cassil Clerk, upon which said
 writ was the following endorsement to wit, Said writ brought an a note of hand made
 by defendant to David Chapman or bearer for Four hundred and eighty four
 Dollars & sixty nine cents payable ten months after date with interest from
 date and dated April 30th 1847, also for goods sold and delivered, money
 had and received &c Damages claimed as due \$500.00 Cole & Witter attys for
 Plaintiff, and afterwards to wit on the 20th Day of April 1848, said Sheriff
 returned said writ with his endorsement thereon as follows to wit,
 Served this writ April 17. 1848, by delivering to the within named
 defendant a certified copy thereof. Philip Sinder Sheriff
 and afterwards to wit on the 29th Day of May 1848, the said plaintiff by
 Cole & Witter his Attornies filed herein his declaration which reads in the
 words and figures following to wit, the State of Ohio Union County ss. Court
 of Com. Pleas April Term AD 1848. Henry S. Cary, by Cole & Witter his Attornies
 Complains of Abner Chapman in a plea of Assumpsit: For that whereas the
 defendant on the 30th Day of April AD 1847, at the County of Union made his
 certain promisory note in writing and thereby promised to pay to David
 Chapman, or bearer Three hundred & eighty four dollars and sixty nine
 cents, ten months from the date thereof, with interest from date, which
 period hath now elapsed; and the said David Chapman then and
 there delivered transferred and assigned, the said note to the plaintiff
 and he then and there became and was, and is the lawful bearer thereof
 and the defendant in consideration of the premises, then and there
 promised to pay the amount of the said note to the plaintiff according
 to the tenor and effect thereof - and whereas also the defendant on the
 10th day of March AD 1848, was indebted to the plaintiff in the sum of
 five hundred 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 the sum of five hundred dollars for money then and there received by the
 defendant, and in the sum of five hundred dollars on account then and there
 stated between them for the use of the plaintiff - and the defendant
 afterwards on the day and year last aforesaid at the County aforesaid

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in consideration of the promises respectively promised the plaintiff to pay him the several moneys herein above mentioned on request yet the defendant hath disregarded his said last mentioned promises and hath not paid any of the said moneys or any part thereof to the damage of the plaintiff of five hundred dollars, and therefore he brings his suit by Cole Witter his atty. And afterwards writ on the 28th day of June 1848. On motion to the Court by Plaintiffs attornies it is ordered that the plaintiff have leave to amend their process and endorsement of the summons in this case and this cause is continued, which said amended endorsement reads as follows to wit, Amended endorsement suit brought on note of hand made by Deft. to David Chapman or bearer for three hundred & eighty four & 69 cents payable ten months after date with interest from date and dated April 30. 1847. Also for goods & delivered money had and received damages claimed as due \$500. Cole Witter atty for Plff. And afterwards writ on the 19th day of September 1848. This day came the said Henry S. Carey by Cole Witters attornies and the said Anna Chapman though solemnly called came not but made default. whereupon it is considered that the said Plaintiff ought to recover his damages. By reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises, assesses the damages of the said Plaintiff to Four hundred and sixteen dollars and sixty seven cents. Therefore it is considered that the said Plaintiff recover of the said defendant Anna Chapman the said sum of Four hundred and sixteen dollars and sixty seven cents, his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at _____ Dollars.

Attest James Kim Rade Jr Clerk,
\$110

J.D. & C. Jones
vs
James Lee & M. E. Lee

Plas before his Honor James S. Torbert Esq. President and James R. Smith Christian Myers and Levi Phelps his associates Judges, At a Court of Common Pleas, begun and held at the Court House in the town of Mansville, in and for the County of Union and State of Ohio. On the nineteenth day of September in the year of our Lord One thousand eight hundred and forty eight. Be it remembered that hereupon writ on the 29th day of June A.D. 1848. J.D. & C. Jones by their Attorney, A. Casad sued out of the Clerks Office of the Court aforesaid, the following writ of summons to wit, State of Ohio Union County ss. To the Sheriff of said County Greeting, we command you to summon James Lee & William E. Lee Partners as James & M. E. Lee to appear forthwith before the judges of our Court of Common Pleas, in and for the County aforesaid. At the Court House in said County, to answer unto John D. Jones & Caleb Jones partners trading under the name

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And state of J. D. & C. Jones, in a plea of Assumpsit damages Six hundred and fifty Dollars, and have you then this writ, witness John Cassie, Clerk of said Court, at the Court House aforesaid this 29th Day of June AD 1848, John Cassie Clerk upon which said writ was the following endorsement to wit. Suit brought to recover the amount of a promisory note, made by defendants James M. & C. See, to the Plaintiffs or bearer for five hundred and thirty seven dollars and thirty seven cents dated Cincinnati Sept 23rd 1847, and payable four months after date, also for goods sold and delivered money had and received, and on account stated, &c. A. Casad Plff Atty June 25. 1848, and afterwards to wit on the 30th Day of June 1848, said Sheriff returned said writ with his endorsed thereon as follows to wit served this writ June 29th 1848, by delivering to each of the within named defendants a certified copy thereof, Philip's Sheriff and afterwards to wit on the 8th Day of July 1848, the said Plaintiff by A. Casad their attorney filed herein their declaration in the words and figures following to wit. The State of Ohio Union County Court of Common Pleas June Term in the year AD 1848, Union County ss. John D. & Caleb Jones partners trading under firm and name of John D. & C. Jones complains of James See and William C. See partners trading under the name and firm of James and William C. See in a plea of Assumpsit, for that whereas the said James See and William C. See, by the name of J. & W. C. See on the twenty third day of September Eighteen hundred and forty seven at Cincinnati to wit at Union County made their promisory note in writing, and delivered the same to the said John D. & Caleb Jones, partners as aforesaid, and thereby promised to pay to the said John D. & Caleb Jones partners as aforesaid or bearer, five hundred and thirty seven dollars and twenty seven cents, in four months after 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 said John D. & Caleb Jones partners as aforesaid according to the tenor and effect thereof, and also for that whereas the said James See and William C. See partners as aforesaid on the first day of January AD 1848, at Union County was indebted to the said John D. & Caleb Jones partners as aforesaid in six hundred and fifty dollars for the price and value of goods, then and there bargained and sold by the said plaintiffs to the defendants at their request, and in \$150.00 for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request, and in six hundred and fifty dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them, and whereas the defendants afterwards on the first day of January 1848, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiffs on request, yet they have disregarded their promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the Plaintiffs six hundred and fifty dollars, and thereupon they bring suit, by A. Casad their atty, and afterwards to wit on the 19th Day of September 1848, this day came the said J. D. & C. Jones by their attorney and the said James See and William C. See though solemnly called came not but

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Made default. Whereupon, it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises, do assess the damages of the said plaintiffs to Five hundred and fifty One dollars and forty five cents thereupon it is considered that the said plaintiffs recover of the said defendants James Lee & William C Lee, the said sum of Five hundred and fifty One dollars and forty five cents. Damages aforesaid assessed and also their costs in this behalf expended taxed at Dollars,

\$1.05 Attest James Kim Rade Jr Clerk

The State of Ohio for the Use of the Finance Commissioners of Union County

vs James J. Wells et al

Pleas before his Honor James L. Torbert Esq. President and James R. Smith Christian Myers and Levi Phelps his Associates Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Mansville, in and for the County of Union and State of Ohio, on the Nineteenth day of September in the Year of our Lord One thousand eight hundred and Forty eight. Be it remembered that herebefore to wit on the 12th day of June 1848, the State of Ohio for the use of the Finance Commissioners of Union County, by Allison Henry, Attorney Sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County, ss. To the Sheriff of said County Greeting: We command you to summon James J. Wells Joshua Judy, Alexander Pollock and Samuel H. Dodd, 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 the Finance Commissioners of Union County, in a plea of Assumpsit damages Two hundred dollars, and have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid this 12th Day of June AD 1848. John Cassil Clerk. Said writ was endorsed as follows to wit, Suit brought on a note of hand made by defendants to plaintiff for one hundred dollars, payable one year from the date thereof with seven percent interest dated June 13, AD 1837 given for surplus revenue, and subject to the Act regulating the distribution of the same &c, also for goods sold money lent money had and received &c, Damages claimed as due \$200.00 Allison Henry Atty for Plff. and afterwards to wit on the 22nd day of June 1848, said Sheriff returned said writ with his endorsement thereon as follows to wit, Served this writ by delivering a certified copy thereof to James J. Wells on the 16th day of June 1848, also delivered a certified copy thereof to Alexander Pollock June 19, 1848, and by leaving a certified copy thereof at the residence of Joshua Judy, on the 21 day of June 1848, Samuel H. Dodd, not found, Philip Snider Sheriff, and afterwards to wit on the 9th day of August 1848, the said Plaintiff by Allison & Henry Attorneys

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Filed herein their declaration in the words and figures following to wit,
 The State of Ohio Union County ss. Court of Common Pleas of Union County, of the
 Term of June AD 1848, The State of Ohio. (For the use of the Fund Commissioners of
 Union County) sued out a writ of summons herein against James J. Wells, Joshua
 Judy, Alexander Pollock, and Samuel H. Dodd, the defendants in said writ named
 to which the Sheriff of said County has returned not found as to Samuel H. Dodd
 and thereupon the said State of Ohio for the use &c. complains of the said
 James J. Wells, Joshua Judy, and Alexander Pollock, in a plea of Assumpsit for
 that whereas the said defendants in the said writ named, on the 13th day of
 June AD 1837 at the County of Union aforesaid, made their promisory note in
 writing and delivered the same to the plaintiff, and thereby then and there promised
 to pay to the plaintiff, One hundred dollars one year from the date thereof, with
 interest at the rate of seven per cent (the said note having been then and there
 given for surplus revenue and made subject to the act regulating the distribution
 of the same) which period hath now elapsed, and whereas also, the said
 defendants in the said writ named on the 1st day of January A.D. 1848 at the
 County of Union aforesaid were indebted to the plaintiff in the sum of two hundred
 dollars for money then and there loaned by the plaintiff to the said defendants at
 their request, and in two hundred dollars for money then and there had and
 received by the said defendants, for the use of the plaintiff, and in two hundred
 dollars for money then and there found to be due from the said defendants to the
 plaintiff on an account stated between them, and the said defendants afterwards
 on the day and year last aforesaid at the County aforesaid, in consideration
 of the premises respectively promised to pay the plaintiff the said several
 monies herein last above mentioned on request, yet the said defendants
 in the said writ named have disregarded all their said promises, and have
 not, nor hath either of them, paid any of the said moneys or any part thereof, to the
 damage of the plaintiff of two hundred dollars and therefore he brings his suit &c.
 By Allison Hurry his Atty. And afterwards to wit on the 19th day of September
 1848, this day came the said Plaintiff by Allison Hurry Attornies and the said
 James J. Wells, Joshua Judy, and Alexander Pollock the defendants served with
 the process of this Court, though solemnly called came not but made default
 whereupon it is considered that the said plaintiff ought to recover their
 damages by reason of the premises, and neither of the parties requiring
 a jury and the Court being fully advised in the premises, do assess
 the damages of the said plaintiff to One hundred and fourteen dollars
 and eight cents, therefore it is considered that the said plaintiff recover of the said
 defendants James J. Wells, Joshua Judy, and Alexander Pollock, the said
 sum of One hundred and fourteen dollars and eight cents, Damages
 aforesaid in form aforesaid assessed and also their costs in this
 behalf expended taxed at \$.

Attest James Pin Rade Jr. Clerk.

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The State of Ohio for the Use of the Fund Commissioners of Union County vs Agnilla Turner et al.

Sheweth That before his Honor James S. Fortant Esq. President and Judges James R. Smith, Christian Meyer and Levi Phelps his Associates at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield in and for the County of Union and State of Ohio on the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight.

Be it remembered that herefore to wit on the 12th Day of June 1848 The State of Ohio for the use of the Fund Commissioners of Union County By Allison Henry their Attornies sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit: State of Ohio Union County, ss. To the Sheriff of Said County Greeting: We command you to summon Agnilla Turner, Samuel Turner and Joshua Indy to appear on the first day of Our next Term before the Judges of our Court of Common Pleas in and for the County of Wassaica at the Court House in Said County to answer unto The State of Ohio for the use of the Fund Commissioners of Union County in a plea of Assumpsit damages Two Hundred Dollars and have you then than this writ. Witness John Cassil Clerk of said Court at the Court House aforesaid this 12th Day of June AD 1848. John Cassil Clerk. Said writ was endorsed as follows to wit: Suit brought on a promissory note made by defendants to plaintiff for One hundred dollars subject to the States act governing the surplus revenue dated Decr 13th 1843, &c. Also on Common Counts &c damages claimed as due \$200.00 Allison Henry Atty for P. C. And after aids to wit on the 22nd Day of June 1848. Said Sheriff returned said writ with his endorsement thereon as follows to wit, served this writ June 21. 1848. by leaving at the residence of each of the within named defendants a certified copy thereof. Philip Snider Sheriff. And after aids to wit on the 9th Day of August 1848. the said plaintiff by Allison Henry Attornies filed herein their declaration in the words and figures following to wit. The State of Ohio Union County ss. Court of Common Pleas of Union County of the Term of June AD 1848. The State of Ohio (for the use of the fund Commissioners of Union County) Complain of Agnilla Turner, Samuel Turner and Joshua Indy in a plea of Assumpsit. For that whereas the defendants on the 13th day of December AD 1843. at the County of Union aforesaid made their promissory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff One hundred dollars subject to the States act governing the surplus revenue. the period for the payment of which hath now elapsed. and whereas also the said defendants on the 1st day of January AD 1848. at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for money then and there lent by the plaintiff to the defendants at their request. and in two hundred dollars for money then and there had and received by the defendants for the use of the plaintiff; and in two hundred dollars for money then and there found to be due from the said defendants to the plaintiff on an account stated between

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James C. Harriott vs A. Pollock & A.C. Robinson

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them and the said defendants afterwards on the day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised to pay to the plaintiff the said several moneys herein last above mentioned on request yet the defendants have disregarded all their said promises and have not nor hath either of them paid any of the said moneys or any part thereof to the damage of the Plaintiff of two hundred dollars and therefore he brings his suit &c. By Allison Henry Attorney, and afterwards to wit on the 19th day of September 1848, this day came the said plaintiff by Allison Henry Attorney and the said Aquilla Turner, Samuel Turner and Joshua Judy, though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover their damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said plaintiffs to one hundred and twenty one dollars and eleven cents therefore it is considered that the said plaintiff recover of the said defendants Aquilla Turner, Samuel Turner and Joshua Judy, the said sum of one hundred and twenty one dollars and eleven cents damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at \$
 2.00.

Attest James Kimbrough Clerk.

James C Harriott
 vs
 A. Pollock &
 A. C. Robinson

Shew before his Honor James Corbett Esq. President and James R Smith Christian Myers and Levi Phelps his Associate Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio on the Nineteenth day of September in the year of our Lord one thousand eight hundred and forty eight.

Be it remembered that heretofore to wit on the 28th day of June 1848 James C Harriott By J. G. Doughty his Attorney sued out of the Clerk's Office of the Court aforesaid the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of said County Greeting: We Command you to Summon A. Pollock and A. C. Robinson, 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 C Harriott in a plea of Debt, debt of 100.00 damages five dollars, and have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid this 28th day of June AD 1848. John Cassil Clerk upon which said writ was the following endorsement to wit. Suit brot on a joint or several promisory note under seal given by the defendants to plaintiff or bearer for one hundred dollars, due on the fifteenth day of June next dated this 7th day of October 1847, also for goods sold and delivered money had and received. J. G. Doughty, Atty for Plaintiff

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And afterwards writ. On the 30th Day of June 1848, Said Sheriff returned Said writ with his endorsement thereon as follows to wit: Served this writ June 29 1848 by delivering a certified copy thereof to each of the within named defendants, Philip Linder Sheriff, and afterwards writ. On the 12th Day of July, 1848, the Said plaintiff by E. Doughty his Attorney filed herein his declaration in the words and figures following to wit: State of Ohio Union County ss. In Union Common Pleas June Term Eighteen hundred and forty eight. James C. Harriott Complains of A. Pollock and A. C. Robinson in a plea of Debt for that whereas the Said A. Pollock and A. C. Robinson, on the seventh day of October Eighteen hundred and forty seven at the County made their certain writing obligation of that date sealed with their seals and now to the Court here Shown and then and there delivered the same to the Said James C. Harriott and thereby bound themselves jointly or severally to pay to the Said James C. Harriott or bearer, One hundred dollars due on the fifteenth day of June next which period has now elapsed yet the Said A. Pollock and A. C. Robinson hath not paid the Said sum of money, nor any part thereof to the damages of the Said James C. Harriott five dollars and therefore he brings suit by E. Doughty his atty. and also for that whereas the Said A. Pollock and A. C. Robinson on the fifteenth day of June Eighteen hundred and forty eight at the County of Union was indebted to the Said James C. Harriott in One hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request, and in the sum of One hundred dollars for money then and there lent by the plaintiff to the defendants at their request and whereas the defendants afterwards on the sixteenth day of June Eighteen hundred and forty eight in consideration of the premises then and there promised to pay the last mentioned several sums of money to the plaintiff at request yet they have disregarded their 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 five dollars and therefore he brings suit by E. Doughty his atty. and afterwards writ on the 19th Day of September 1848, this day came the Said James C. Harriott by Mr Doughty his Attorney and the Said A. Pollock and A. C. Robinson though solemnly Called came not but made default. Whereupon it is considered that the Said Plaintiff ought to recover his debt against the Said A. Pollock and A. C. Robinson, and his damages by reason of the detention thereof, and thereupon matter of the parties requiring a jury and the Court being fully advised in the premises do find that the Said A. Pollock & A. C. Robinson doth owe to the Said James C. Harriott the sum of One hundred dollars, and do assess his damages by reason of the detention thereof to five dollars, therefore it is considered that the Said James C. Harriott recover of the Said A. Pollock & A. C. Robinson the Said sum of One hundred dollars his debt aforesaid and the said sum of five dollars his damages aforesaid, and also his costs in this behalf expended Targeted at \$100. Attest James Kinrade, clerk.

The State of Ohio for the Use of the Fund Commissioners of Union County vs Michael Wood et al

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The State of Ohio for the use of the Fund Commissioners of Union County vs Michael S. Wood and James Reed

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Plea before his Honor James S. Torbert Esq. President and James R. Smith Christian Myers and Levi Phelps, his associates Judges, at a Court of Common Pleas. begun and held at the Court House in the Town of Mansville, in and for the County of Union and State of Ohio. On the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight, Be it remembered that heretofore to wit: On the 31st day of March 1848, The State of Ohio for the use of the Fund Commissioners of Union County, sued out of the Clerks Office of the Court aforesaid the following writ of summons to wit: State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to summon Michael S. Wood and James Reed 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 the Fund Commissioners of Union County, in a plea of assumpsit damages Two Hundred Dollars, and have you there this writ, witness John Cassil clerk of said Court at the Court House aforesaid this 31st day of March AD 1848, John Cassil Clerk, upon which said writ was the following endorsement to wit: And brought an a note of hand given by Defendants to plaintiff for One hundred dollars, payable One year from date with interest at seven percent dated June 13th 1837 given for surplus revenue and subject to the act regulating the distribution of the same &c also for goods sold and delivered, money lent, money had and received &c Damages claimed as due \$200.00 Allison Henry Atty for Pltff, And afterwards to wit On the 25th Day of April 1848, said Sheriff returned said writ endorsed as follows to wit: served this writ by delivering a certified copy thereof to Michael S. Wood on the 3rd day of April 1848, James Reed not found, Philip Snider Sheriff, And afterwards to wit on the 17th day of May 1848 the said Plaintiff By Allison Henry Attornies filed herein their declaration in the words and figures following to wit: The State of Ohio Union County ss. Court of Common Pleas, of Union County, of the Term of April AD 1848, The State of Ohio for the use of the fund Commissioners of Union County, sued out a writ of summons herein against Michael S. Wood and James Reed the defendants in said writ named & which the Sheriff of said County has returned not found as to James Reed, and thereupon the said State of Ohio, for the use &c Complainants of the said Michael S. Wood, in a plea of assumpsit for that whereas the said defendants in the said writ named on the 13th day of June AD 1837, at the County of Union aforesaid, made their promisory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff One hundred dollars one year after the date thereof with interest at the rate of seven percent (the said note having been then and there given for surplus revenue and made subject to the act regulating the distribution of the same) which period hath now elapsed, and whereas also the said defendants in the said writ named, on the 1st day of January AD 1848, at the County aforesaid were indebted to the plaintiff, in the sum of Two hundred dollars, for money then and there lent by the plaintiff to the said defendants at their request, and in two hundred dollars, for money then and

then had and received by the said Defendants for the use of the plaintiff
 And in two hundred Dollars for money then and there found to be due
 from the said defendants to the plaintiff On an account stated between
 them. And the said defendants afterwards on the day and year last
 aforesaid at the County aforesaid, in Consideration of the premises
 respectively promised to pay the plaintiff the said several moneys
 herein last above mentioned on request: but the said defendants
 in the said writ named have disregarded all their said promises
 And have not nor hath either of them paid any of the said moneys
 or any part thereof, to the damage of the plaintiff of two hundred
 dollars and therefore he brings his suit by B. Allison Henry his atty
 And afterwards writ On the 21st day of September 1848. This day came
 the said plaintiff by Allison Henry attorney and the said Michael S
 Wood the defendant served with the process of this Court through solemnly
 called came not but made default. Whereupon it is considered that
 the said plaintiff ought to recover their damages by reason of the
 premises and neither of the parties requiring a jury and the Court
 being fully advised in the premises do assess the damages of the
 said plaintiffs to one hundred and five dollars & ten cents therefore
 it is considered that the said plaintiff recover of the said Michael
 S. Wood the said sum of one hundred and five dollars & ten
 cents. damages aforesaid in form aforesaid assessed and
 also their costs in this behalf expended taxed at \$

Attest James Kimbade Jr. Clerk.

John Merrill
 vs
 James W & S Lee & Wals

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Plas before his Honor James L. Corbett Esq. President and James R
 Smith Christian Myers and Levi Phelps his associates judges. at a
 Court of Common Pleas began and held at the Court House in the Town
 of Mansfield in and for the County of Union and State of Ohio On the
 Nineteenth day of September in the year of our Lord one thousand
 eight hundred and forty eight. Be it remembered that heretofore to
 wit On the 21st day of June 1848. John Merrill by Allison Henry his
 Attorney sued out of the Clerk's Office of the Court aforesaid the following
 writ of summons to wit. State of Ohio Union County. To the Sheriff of
 said County Greeting: We Command you to summon James Lee &
 William Lee late partners under the name and firm of W & S Lee
 and James Kimbade, O. D. Welch and John Cassil, 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 Merrill in a plea of Assumpsit damages One
 thousand dollars, and have you then there this writ, witnessed John Cassil
 Clerk of said Court, at the Court House aforesaid this 21st day of
 June A.D. 1848. John Cassil Clerk, said writ was endorsed as follows
 to wit, Suit brought on a note of hand made by defendants to one

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John McClure or bearer (and which was assigned to the plaintiff) for six hundred and fifty dollars, payable eighteen months after date with interest from date and dated Dec 16, 1846, &c also for goods sold and delivered money had and received &c Damages claimed as due \$1000, Allison Henry, Atty for P. & C. And afterwards to wit on the 23, day of June 1848, said Sheriff returned said writ endorsed as follows. To wit, served this writ by delivering a certified copy thereof to W. C. Lee June 22, 1848, and by delivering a certified copy thereof to James Lee John Cassil and D. D. Welch, June 23, 1848, and by leaving a certified copy thereof at the residence of James Kinrade June 23, 1848, Philip Snider Sheriff And afterwards to wit on the 9th day of August 1848, the said Plaintiff by Allison Henry his Attorney filed herein his Declaration in the words and figures following to wit. The State of Ohio Union County, Court of Common Pleas of Union County, of the Term of June AD 1848, John Merrill Complainant of James Lee & William C. Lee, late partners under the name and firm of J & W, C. Lee, James Kinrade D. D. Welch, and John Cassil, in a plea of Assumpsit, for that whereas the said defendants (the said James Lee and William C. Lee, by and under the name and firm of J & W, C. Lee) on the 16th day of December AD 1846, at the County of Union aforesaid made their promisory note in writing, and thereby promised to pay to One John McClure or bearer Six hundred and fifty dollars, eighteen months after the date thereof with interest from the date thereof which period hath now elapsed and the said John McClure then and there indorsed the said note one Nelson Coles, who then and there transferred the same to the plaintiff, whereof the defendants 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, and whereas also the defendants, on the 20th day of June AD 1848, at the County of Union aforesaid were indebted to the plaintiff in one thousand dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request, and in one thousand 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 thousand dollars, for money then and there lent by the plaintiff to the defendants at their request, and in one thousand for money then and there paid by the Plaintiff for the use of the defendants, at their request, and in one thousand 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 day and year last aforesaid at the County aforesaid in consideration of the premises respectively promised to pay the plaintiff the said several moneys herein last above mentioned on request, yet the said defendants have disregarded all their said promises, and have not nor hath either of them, paid any of the said moneys or any part thereof, to the damage of the plaintiff of one thousand dollars and therefore he brings his suit &c by Allison Henry his Atty, and afterwards to wit on the 20th day of September 1848, this day came

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The said John Merrill by Allison Henry his Attorney and the said James Lee and William C Lee, partners under the name and firm of J W Lee, and James Kimbade D.D. Welch and John Cassie though solemnly called came not but made default. Whereupon it is considered that the said Plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said Plaintiff to Seven hundred and Six Dollars and Eighty Nine Cents. Therefore it is considered that the said Plaintiff recover of the said James Lee and William C Lee, James Kimbade D.D. Welch and John Cassie the said sum of Seven hundred and Six Dollars and Eighty nine Cents. Damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to Dollars Cents. And it is further ordered by the Court that in the collection of said above Judgment the property of James & William C Lee, James Kimbade and J D Welch principals be first exhausted before proceeding against the security John Cassie.

Attest James Kimbade Clerk

Daniel C Stone
vs
Francis Groves

Plas before his Honor James S. Vorbest Esq. President and James R. Smith Christian Myers and Levi Phelps, his Associates Judges, at a Court of Common Plas begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio on the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight. Be it remembered that heretofore to wit on the 12th day of October 1844 Francis Groves by Mr Lawrence his attorney filed in the Office of the Clerk of the Court aforesaid the following transcript to wit:

Daniel C Stone	vs	Francis Groves	Sept 9 th 1844	Summons issued delivered to Const Griffin returnable the 13 th day of Sept 1844. at one o'clock P.M.
Debt	\$25.25	Fees 20cts	Daniel Griffin Const.	Sept 11 th 1844
J.P. Fees Sum	.12	issued for Asa Miller Smith Brown and David Lockwood		
Subp	.32 1/2	on the part of Defendant also for Charles Miller Sally Miller		
Indg.	.25	Eleazar Miller and Charles Miller Jr. and David P. Rice on		
Const on Sum	.20	the part of Plaintiff subpoenas served by reading Sept 11		
au Subp	.90	1844. fees 70cts H Daugorth. Deft Const. Sept 13 th 1844		
witness fees	3.50	issued for Samuel Long Sept 13 th 1844 parties attended ready		
transcript July 24 th	.31 1/2	for trial all the witnesses attended except Smith Brown		

and Sally Miller. and testified David Lockwood fees paid by defendant. After hearing the proofs and allegations of the parties it is judged by the Court that the Plaintiff recover

The sum of \$25.00 of Defendant thereon judgment is rendered against Defendant for the sum of twenty five dollars and $\frac{25}{100}$ cent and Costs Taxes at five Dollars and $\frac{25}{100}$ cent the Defendant demanded an appeal whereupon entered the following recognizance. In the action of Daniel G Stone against Francis Groves & Hawley Tanner acknowledge myself bail for appellant in the sum of sixty four dollars 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 has accrued and may accrue in the Court of Common Pleas, Hawley Tanner, taken and acknowledged and signed on this 20th day of September 1844. David Danforth, I hereby certify the above to be a true copy of my proceedings in the above case Sept 20th 1844 David Danforth J.P. and afterwards writ on the 11th day of November 1844. The said Plaintiff by C.W. Allison his attorney files herein his narration in the words and figures following to wit. The State of Ohio Union County, October Term AD 1844, this Cause comes into Court by way of an Appeal from a Justice Court, whereupon Daniel G. Stone complains of Francis Groves for that whereas the said Francis Groves on the first day of September AD 1843 at the County of Delaware town at the County of Union aforesaid was indebted to the said Daniel G. Stone in the sum of ninety two Dollars and fifty cents for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request, and in ninety two Dollars and fifty cents for the price and value of goods then and there bargained and sold by the plaintiff to the Defendant at his request and in ninety two Dollars and fifty cents for money found to be due from the Defendant to the plaintiff on an account then and there stated between them, and whereas the defendant afterwards on the first day of September AD 1844, in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the said several sums of money nor either of them nor any part thereof to the damage of the plaintiff one hundred dollars and therefore he brings Suit &c. By C.W. Allison his atty. and afterwards writ at the May Term of said Court AD 1844. This Cause was continued, and afterwards writ at the August Term of said Court AD 1845. This Cause was continued, and afterwards writ at the October Term of said Court AD 1845. This Cause was continued, and afterwards writ at the April Term of said Court AD 1846. This Cause was continued and afterwards writ on the 28th day of July 1846. Came the Defendant by W.C. Lawrence his attorney and filed herein his plea in this case and figures following to wit. Francis Groves ats Daniel G Stone Union Common Pleas July Term 1846. And the said Francis Groves comes and defends and says that he did not assume and promise the said Daniel G. Stone in manner and form as the said Daniel hath alleged against him and of this he puts himself upon the Jury and the said Daniel both the like W.C. Lawrence his atty. and the plaintiff his atty.

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will take notice that the defendant will insist and prove an trial
 a final settlement of all the matters and things between the parties
 touching the farm and lease thereon. And that the plaintiff, at the
 first of this suit and still is indebted to the defendant in the sum
 of fifty dollars for the price and value of goods sold and delivered
 by the deft to the plaintiff at his request and in the sum of fifty dollars
 for work a labor of the deft. and his teams and servants done and
 performed for the plaintiff at his request and will ~~offer~~ ^{like} so much as
 may be due the plaintiff and ask judgment for the balance by W.C.
 Lawrence his atty. And afterwards tried at the July Term of said
 Court AD 1846. This Cause was continued, and afterwards tried at the
 October Term of said Court AD 1846. This Cause was continued, and afterwards
 tried at the May Term of said Court AD 1847 continued at the costs of the
 plaintiff Judgment for Costs. and afterwards tried at the August Term
 of said Court AD 1847. This Cause was continued by consent. and
 afterwards tried at the October Term AD 1847. This Cause was continued.
 and afterwards tried at the April Term of said Court AD 1848. This Cause was
 continued, and afterwards tried at the June Term AD 1848. of said Court
 this Cause was continued, and afterwards tried on the 30th Day of
 September AD 1848. This day came the parties by their attorneys and
 submitted this Cause to the Court upon the issue joined between the
 parties and the Court being fully advised in the premises. do find that
 the said Francis Groe. did assume and promise in manner and
 form as the said Daniel G Stone has complained against him, and
 they assess the damages of the said Daniel G Stone by reason thereof
 to two Dollars & eighty seven cents. therefore it is considered that the said
 Daniel G Stone, recover of the said Francis Groe the said sum of
 two Dollars and eighty seven cents his damages aforesaid in form
 aforesaid assessed and also his Costs in this behalf taxed at \$

Att: James Kimbade Jr Clerk.

The State of Ohio for the use
 of the Term Commissioners
 of Union County
 as
 John Shirk et al.

Plas before his Honor James S. Fortab Esq. President and James R. Smith
 Christian Myers and Levi Phelps his associate judges. At a Court of
 Common Pleas began and held at the Court House in the Town of
 Marysville in and for the County of Union and State of Ohio. On the
 nineteenth day of September in the year of Our Lord One thousand
 Eight hundred and Forty eight. It is remembered that herebefore
 to wit on the 21st day of June 1845. the State of Ohio for the use of the
 Term Commissioners of Union County by Allison Henry Attorney sued
 out of the Clerks Office of the Court aforesaid the following writ
 of Summons to wit. State of this Union County ss. To the Sheriff of
 said County Greeting: We Commaund you to Summon John
 Shirk, Jacob Crahood, and Samuel Carter. To appear on the first
 day of our next term before the Judges of our Court of Common

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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 the Judicial Commissioners of Union County, in a plea of Debt, Debt \$106.00 Damages One hundred dollars, and have you then there this writ, Vritus John Cassie Clerk of said Court at the Court House aforesaid this 21st day of June AD 1848, John Cassie Clerk, upon said writ was the following endorsement writ, writ brought on a single bill made by defendants to plaintiffs for one hundred and six dollars payable on demand with interest semi annually in advance at seven percent, dated December 13th AD 1843 v.c. Given for surplus revenue, also for goods sold and delivered, money lent money had and received &c, amounts claimed as due Debt \$106.00, Damages \$100.00 Allison Henry atty for P^{ty} and attorneys writ on the 23rd day of June 1848, said Sheriff returned said writ with his endorsement thereon as follows to wit, Served this writ June 22, 1848 by delivering a certified copy thereof to Jacob Crahoon, and left a certified thereof at the residence of each of the other defendants, Philip Knicker Sheriff, and afterwards writ on the 9th day of August 1848 the said plaintiffs by Allison Henry Attorney filed herein their declaration in the words and figures following to wit, The State of this Union County ss. Court of Common Pleas of Union County of the Term of June AD 1848, The State of Ohio for the use of the Judicial Commissioners of Union County) Complain of John Shirk, Jacob Crahoon and Samuel Carter in a plea of Debt, for that whereas the defendants on the 13th day of December AD 1843, at the County of Union aforesaid by their certain writing obligatory, commonly called a single bill, sealed with their seals, and now here to the Court shown, the date whereof is the day and year aforesaid, bound themselves to pay to the plaintiffs one hundred and six dollars on demand with interest semi annually in advance at seven per cent, which said single bill was given for surplus revenue, and whereas also the said defendants, on the 14th day of January AD 1845, at the County of Union aforesaid, were indebted to the plaintiffs in the sum of one hundred and six dollars for money then and then lent by the plaintiffs to the defendants at their request, and in one hundred and six dollars for money then and then paid by the plaintiffs for the use of the defendants at their request, and in one hundred and six dollars for money then and then received by the defendants for the use of the plaintiffs, and in one hundred and six dollars for money found to be due from the defendants to the plaintiffs on an account then and there stated between them, which said several moneys were to be respectively paid by the defendants to the plaintiffs, on request, yet the defendants have not nor have either of them paid any of the said moneys or any part thereof, to the plaintiffs, damage of one hundred dollars and thereupon he brings his writ v.c. By Allison Henry Attorney, and afterwards writ on the 20th day of September AD 1848, This day came the ^{plaintiff} plaintiffs by Allison Henry their Attorney, and the said John Shirk, Jacob Crahoon and Samuel Carter though solemnly called came not but made default, whereupon it is considered that the said Plaintiff ought to recover his debt against the said John Shirk,

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Jacob Crahook and Samuel Carter, and their damages by reason of the detention thereof, and thereupon neither of the parties requiring a jury and the Court being fully advised in the premises, do find that the said John Shirk, Jacob Crahook and Samuel Carter doth owe to the said plaintiffs the sum of One hundred and four dollars and seventy five cents, and do assess their damages by reason of the detention thereof to — Therefore it is considered that the said plaintiffs recover of the said John Shirk, Jacob Crahook and Samuel Carter, the said sum of \$104.75 Debt aforesaid and the said sum of — their damages aforesaid and also their costs in this behalf expended taxed at \$^{25.00} And now comes the plaintiff and remit twenty five dollars of said judgment, \$21.00.

Attest James Kinrade Clerk.

J. C. Shepherd
vs
Andrew S. Stithum

Pleas before his Honor James S. Torbert Esq. President and James R. Smith, Christian Myers and Levi Phelps his associates Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight. Be it remembered that heretofore to wit on the 22^d Day of June AD 1847, the defendant by Allison Strong his Attorney, filed in the Office of the Clerk of the Court aforesaid the following transcript to wit:

J. C. Shepherd	Suit broken out of Act. Bill of particulars filed and \$4.50
vs	Asaph Allen agt. for Pth. makes oath and saith, that said A. S. Stithum
Andrew S. Stithum	is about to remove from the jurisdiction of this Court, and that
127 ^{1/2} Capias	there is danger of losing the debt unless the defendant be immediately arrested, as he truly believes Asaph Allen. May 10 th 1847
60 A. W. Kile Const	issued Capias for A. S. Stithum, del. to A. W. Kile Const. May 13 th 1847
25 A. Allen writ	Capias returned "I have the body of the within named defendant, and he is now present, service is made 25 th = A. W. Kile Const
25 Indent.	May 13 th 1847, parties present, an application of the defendant to procure testimony, it was agreed to continue the case till tomorrow at 12 o'clock M. But the defendant upon failing to give bail for his appearance was ruled to go to trial, trial had, Asaph Allen was sworn to testify in behalf of Plaintiff. It is thereupon considered by me that said J. C. Shepherd, recover of Andrew S. Stithum the sum of Four dollars 50 cts debt, and his costs taxed at One dollar 25 ^{cts} J. M. Cowing J. P.
125 ^{1/2} Bond	May 13 th 1847, issued execution, del. to A. W. Kile Const, 25 cts, in the action of J. C. Shepherd vs Andrew S. Stithum, J. A. Robinson, acknowledge myself bail for the appellant for the sum of Seventy five dollars to be levied of any goods and Chattels lands and tenements, in case the appellant

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shall be condemned in the action and shall fail to pay the Condemnation money and the Costs that have accrued or may accrue in the Court of Common Pleas A.P. Robinson. Taken, signed and acknowledged on this 15th day of May 1847 T.M. Erving J.P. I issued an order for the Constable to return the Execution Execution returned "Served on one saddle. Res Service 20 cts, mileage 20 cts 40 May 24th 47. At Wile Court.

25 Execution } The State of Ohio Union County ss. I do hereby Certify
40. At Wile Court } that the above is a full true copy from my docket of the proceedings had by and before me in the above Case T.M. Erving J.P. of the aforesaid Township, and afterwards writ on the 6th day of September AD 1847, came the said J. M. Shepherd by Cole Witter his Attorney and filed herein his declaration in the words and figures following to wit Court of Common Pleas Union County. The State of Ohio Union County ss. of October Term AD 1847. J. M. Shepherd by Cole Witter his Attorney, Complainant of Andrew Stithum in a plea of assumpsit for that whereas on the 15 day of April 1845, at the County aforesaid the said defendant was indebted to the said plaintiff in the sum of four dollars and fifty cents for account for professional services rendered as physician by said plaintiff to said defendant and at his special instance & request to wit April 15th 1845 to visit and sitting bone \$3.00 April 16th 1845, to attend to visit &c \$1.50, and whereas also the defendant on the 23rd day of April AD 1845, was indebted to the said plaintiff in the sum of four dollars and fifty cents for work then and there done and materials for the same provided by the plaintiff for the defendant, and at his request, and the defendant afterwards on the day and year aforesaid at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay to him the said several moneys on request, yet the defendant hath disregarded his promises and hath not paid any of the said moneys or any part thereof to the damage of the plaintiff of fifty dollars and fifty cents, and therefore he brings his suit &c by Cole Witter his atty, and afterwards to wit at the October Term AD 1847 of said Court. In this case the plaintiff is ruled to put in security for costs within thirty days and cause continued, and afterwards to wit on the 5th day of November 1847, the said plaintiff filed herein a bond in the words and figures following to wit. Know all men by these presents that we Jasper C. Shepard W. Statey Shepard and W. C. Malin are bound and indebted unto John Cassil Clerk of the Court of Common Pleas for Union County, Ohio in the sum of one hundred dollars for the payment of which we are jointly and severally bound to witness our hands and seals this 5th day of November AD 1847. The condition of this obligation is such that whereas there is now pending in the Court of Common Pleas for Union County, Ohio, a certain action of assumpsit wherein C. Shepard is plaintiff and A. Stithum is defendant, and in case the said C. Shepard shall fail to pay all costs that may be rendered against him in said case then and in such case this obligation shall be in full force and virtue and the said John Cassil shall be at liberty to collect the same or so much thereof as may be sufficient to satisfy said costs and as

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Trustee apply the same to the payment thereof: Now in Case the Plaintiff in the said Case in Assumpsit shall pay all Costs which which may be awarded against him then this Obligation shall be void otherwise to be and remain in full force and virtue in Law. Jasper C. Shepard, W. S. Shepard, Ed. W. C. Malin

And afterwards writ at the April Term AD 1848 of said Court. This Cause was continued, and afterwards writ on the 17th Day of June 1848 the said Defendant by Allison Henry his attorney filed herein his plea in the words and figures following to wit, Andrew S. Stithens vs J. C. Shepard, Union Court Pleas. And the said Andrew S. Stithens Comes and defends &c. and says that he did not assume and promise in manner and form as the said J. C. Shepard hath declared against him, and of this he puts himself upon the Country: and the said J. C. Shepard doth the like. By Allison Henry his attys the plaintiff will also take notice that on the trial of this Cause the defendant will give in evidence and insist that the professional services in setting bone visits &c by the plaintiff for the defendant if any such were performed was of no value to defendant that the same was performed by the plaintiff as a physician, and by reason of his unskillfulness, and neglect therein, the defendant received no benefit therefrom but on the contrary was very much injured thereby. By Allison Henry his attys, and afterwards writ on the 20th day of September AD 1848. This day came the parties by their Attornies and Submitted this Cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises, do find that the said Andrew S. Stithens, did not assume and promise in manner and form as the said J. C. Shepard hath complained against him, therefore, it is considered that the said Andrew S. Stithens go hence without day, and recover of the said J. C. Shepard his Costs and Charges in this behalf expended taxed at \$6.

Attest James Kinrade J. Clerk.

David Danforth admr
of W. Herd deceased
vs
Andrew Herd et al's

I Was before his Honor James S. Fort by President and James R. Smith Christian Myers and Levi Phelps his associates Judges at a Court of Common Pleas, begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio on the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight. Be it remembered that here tofore writ on the 6th Day of June AD 1848, came David Danforth Administrator of the Estate of William Herd deceased By Allison Henry his Attornies and filed in the Office of the Clerk of the Court aforesaid his petition in the words and figures following to wit, To the Court of Common Pleas of the County of Union Ohio, your Petitioner David Danforth Administrator of the Estate of William Herd deceased, respectfully represents,

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That the total value of the personal Estate and effects of said decedent is as near as can be ascertained One hundred and Seventy three dollars and Seventy cents including the amount of the sale bill \$140.66, and the balance from the Claims due said estate all of which will be realized. That the amount of debts owing by the deceased, as nearly as they can be now ascertained together with the Costs and Charges of Administration amount to four hundred and forty four dollars. The personal estate and effects are insufficient to pay said debts. The said decedent died seized in fee simple of the following real estate situate in the County of Union and State of Ohio, being part of Survey Nos. 5778-5641-5806-76495 and bounded and described as follows beginning at a maple and two beeches the Original South West Corner of said Survey, thence with the South line of said Survey N. 80. E poles to the South West Corner of Sewell G Hartshorn thence with said Hartshorn's west line to his north west corner in the Centre of the Delaware and Bellefontaine State road thence with the Centre of said road to the West line of said Survey, thence with said line S. 7. W. to the place of beginning, containing One hundred and seven acres being known as lot No. 1 of the subdivisions of said Survey. The said decedent left no widow. The following persons are heirs having the next estate of inheritance in the premises above described from the said decedent, namely Andrew Hurd, Samuel G Smith and Elizabeth J Smith his wife who are adults, and James Hurd and Richard Hurd minors the said Andrew Hurd is Guardian for the said James Hurd, and Joshua Cady, for the said Richard Hurd. Your petitioner prays that the said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, be made parties defendants to this petition, and that your petitioner may be ordered to sell said real estate &c, and such other relief &c. By Allison & Curry, Solicitors for Petr. and afterwards to wit on the 6th day of June AD 1848 the said Petitioner filed herein, Waiver of process & Consent to sell by defendants in the words and figures following to wit, Common Pleas, Petition to sell land, David Daugenthall Adm. of William Hurd deceased vs Andrew Hurd Samuel G Smith and Jane his wife in their own person and Richard Hurd by his Guardian Joshua Cady, and James Hurd by his Guardian Andrew Hurd, Come and waive process and appear to said petitioners and hereby consent to the sale of the premises in the petition described as prayed for. Andrew Hurd, heir, and Guardian for James Hurd Samuel G Smith Elizabeth J Smith, Joshua Cady, Guardians of Richard Hurd, and afterwards to wit on the 27th day of June AD 1848, On Motion to the Court by Messrs Allison & Curry, Counsel for the petitioners It is ordered that John Raymond, Nathaniel Raymond, and Benjamin Tucker being first duly sworn, do upon actual view of the premises make a just valuation of the following real estate to wit, part of Survey Nos. 5778-5641-5806-76495, and bounded and described as follows, beginning at a maple and two beeches the Original South West Corner of said Survey, thence with the South line of said Survey N. 80. E poles

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to the South West Corner of Lowell & Hartshorn thence with said Hartshorn's west line to his North West Corner in the Centre of the Delaware and Bellefontaine State road thence with the Centre of said road to the West line of said Survey thence with said line S. 7. West to the place of beginning containing One hundred and seven acres being known as Lot No. 1 of the Subdivision of said Survey, and that they return such valuation forthwith to this Court, said Order having been certified to the said Appraisors under the Seal of said Court, was afterwards returned to wit on the 28th Day of June AD 1848 together with the following report to wit, State of Ohio Union County W. On the 28th Day of June 1848, before me personally appeared John Raymond, Benjamin Cucker and Nathaniel Raymond the above named and made solemn Oath that they will upon actual view honestly & impartially appraise the real estate of Mr. Heed deceased in pursuance of the Order of the Court of Common Pleas of Union County in the Case of David Danforth Administrator vs Andrew Heed & others, M. H. Madhams J. P. of said County David Danforth Administrator of Mr. Heed against Andrew Heed & others, in obedience to the Order of the Court in this case after being first duly sworn & upon actual view of the premises in said petition described, we the undersigned appraisors do estimate the just valuation of said real estate to be five dollars per acre. John Raymond, Benjamin Cucker Nathaniel Raymond, and afterwards to wit on the 28th Day of June AD 1848, an Motion to the Court by Messrs Allison Henry, Counsel for the Petitioner and upon producing the proceedings and appraisment herein made by John Raymond, Nathaniel Raymond and Benjamin Cucker, under a former Order made at this term of this Court, It is Ordered that the said David Danforth proceed according to Law, to sell at the Store of P. Manchester, in the town of Newton the real estate in said petition described, and upon the following terms to wit, Cash in hand, and it is further Ordered that the said David Danforth make return of his proceedings in the premises to the next term of this Court, said Order having been certified to the said David Danforth under the seal of said Court. The said David Danforth afterwards to wit on the 28th Day of September 1848, filed herein his report in the words and figures following to wit, David Danforth admr of William Heed decd vs Andrew Heed & others Union Common Pleas, Petition to sell land. In pursuance of an Order of Sale made at the June Term AD 1848, of said Court, I gave notice of sale in due form of Law and at the time and place mentioned in said notices for said Sale to wit, At the Store of P. Manchester in the town of Newton Union County Ohio, on the 4th day of August 1848 I offered said property at public vendue, and Daniel Melvin having bid therefor five dollars per acre, and he being the highest and best bidder, and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him for that sum. David Danforth admr of William Heed, deceased,

James Secoin for
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And afterwards Court on the 21st Day of September 1848. On Motion to the Court by Messrs Allison Henry, Counsel for the petitioner and upon producing the return of the proceedings and sale made by said petitioner as herein before ordered. And the Court having examined the same, and being satisfied that said sale has in all respects been legally made. It is ordered that the same be and hereby is approved and confirmed, and that the said petitioner execute and deliver to said purchaser a deed in fee simple for the real estate so by him sold as aforesaid.

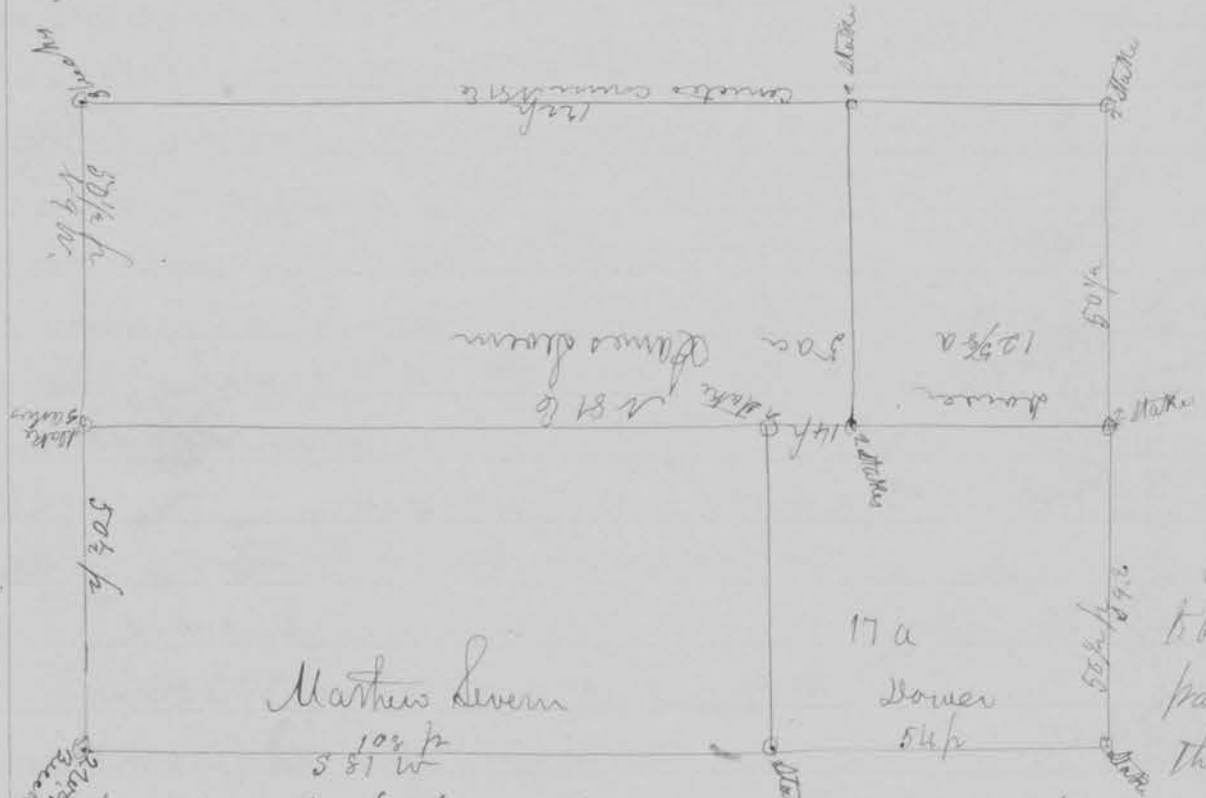
Attest James Kirkbride Jr Clerk.

James Sevin for himself as Guardian of Rachael Sevin

Pleas before his Honor James D. Porter Esq. President and James Smith Christian Myers and Levi Phelps his Associates Judges. at a Court of Common Pleas begun and held at the Court House in the Town of Mansville in and for the County of Union and State of Ohio on the Nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty eight. Be it remembered that heretofore to wit. On the 20th day of September 1848. came James Sevin for himself and as Guardian for Mathew Sevin by Allison Henry his Counsel and filed in the Office of the Clerk of the Court aforesaid his Petition in the words and figures following to wit. To the Court of Common Pleas within and for the County of Union and State of Ohio, your Petitioner James Sevin for himself and as Guardian for Mathew Sevin, of the County of Union Ohio represents that he and the said Mathew Sevin have a legal right to and are seized in fee simple each of a moiety or undivided half part of the following real estate, lying and being in the County of Union and State of Ohio, being part of Survey No. 5506, and bounded and described as follows beginning at a sugar tree beech and iron wood thence N. 89. E. 160 poles to two white oaks and a beech thence N. 10. E. 160 poles to three beeches thence S. 80. W. 160 poles to two beeches and iron wood and sugar, thence N. 10. W. 100 poles to the beginning. Containing One hundred acres more or less, being lot No. 7 of the subdivision of said Survey, and your petitioner further represents, that Rachael Sevin of the said County of Union, as widow of John Sevin late deceased is entitled to dower in the same premises from petitioner therefore prays, that partition of said lands may be made between himself and his said ward, Mathew Sevin, and the dower of the said Rachael Sevin assigned therein, or if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorized by Law. By Allison Henry his atty, and afterwards Court on the 20th Day of September 1848. the said Rachael Sevin filed herein, his Answer in the words and figures following to wit. The answer of Rachael Sevin to the petition for partition and assignment of dower exhibited against her by James Sevin for himself and as Guardian for Mathew Sevin Petitioner in the Court of Common Pleas of Union County, Ohio, the said Rachael Sevin now

As Guardian for &c vs Rachael Severin In Union Com. Pleas. In partition we the Comm-
 -issioners of a writ of a writ of partition in the above case report that we have made partition
 of the land described in said writ as follows after being sworn by the Sheriff of said County an
 actual view of said land we have divided the said lot No 7 between James and Mathew
 Severin heirs of John Severin decd, as follows beginning at a stake in the line of William Potts
 land being the west line of said lot No 9 & connecting the course thereof 50 1/2 poles from the
 N.W. corner of the lot and N 9 W 50 1/2 poles from the S.W. corner thereof from thence running
 parallel with the N & S lines erecting the course N 81. E 162 poles to a stake in the east line of the
 lot standing N 9. W 50 1/2 poles from the S.E. corner & 29. 1/2 from the N.E. corner with 3 asches, and we
 set off to James Severin all that part of lot No 7, as lies south of said line being 50 acres and
 lying north west of the Mathew Severin being 50 acres, we also set off to Rachael Severin widow
 of John Severin dec, as her dower in the above lot No 7, 29 1/2 acres bounded as follows beginning at
 the N.E. corner of the lot then with the west line of the lot erecting the course S 9. E 101 poles to the S.W. corner
 then with the south line N 81. E 14 poles to a stake then N 9. W 50 1/2 poles to a stake in the partition line
 then with the S line N 81. E 14 poles to a stake then N 9. W 50 1/2 poles to a stake in the north line then with the
 line S 81. W 54 poles to the beginning all of which will appear on the plat of the survey herewith returned
 Sept 21st 1848, Wm B Swain, Clee. Robert Gamble Commissioners said survey plat reads in
 the words and figures following to wit:

James Severin for himself & as Guardian vs Rachael Severin. In Union Com Pleas
 in partition,



I certify the above
 to be a correct plat of the
 partition and dower in
 the above case of lot
 No 7

No 7 in subdivision of Survey No 55-56 made September 21st 1848 W B Swain
 Surveyor U. C. And afterwards taken on the 23rd day of September 1848. On motion to the Court by
 Allison Henry Counsel for the petitioner and upon producing the report of the Sheriff and also the report
 and proceedings of the Commissioners herein before appointed and the same being examined. It is ordered
 that said proceedings and report be and the same are hereby approved and confirmed, and that
 the parties hold in severally the shares set off and assigned to each respectively by the said Comm-
 -issioners, and it is further ordered that the costs and expenses of this suit taxed at
 together with thirtene dollars attorney fee to Allison Henry be paid within
 thirty days by the parties in the following proportions to wit by the said
 James Severin One third by the said Mathew Severin One third and by the said
 Rachael Severin One third, and in default thereof that execution
 issue therefor.

Attest James Kinrade J. Clerk,
 1848

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S^r B. Stanton & Co^s vs
 Norman Chipman
 Pleas before his Honor James L. Fort et Esq^r President and
 James R. Smith Christian Myers and Levi Phelps his Associate
 Judges, at a Court of Common Pleas begun and held at the
 Court House in the Town of Mansfield in and for the County of
 Union and State of Ohio on the Nineteenth day of September in
 the year of Our Lord One thousand Eight hundred and Forty
 Eight. Be it remembered that before this on the 18th Day of June
 1846, the said S^r B. Stanton & Co^s By Swayne & Bates and Allison Hurry their
 Solicitors filed in the Office of the Clerk of the Court aforesaid, their
 Bill in Chancery in the words and figures following to wit, To the Hon^{ble} the
 the Court of Common Pleas of Union County & State of Ohio in Chancery sitting,
 your petitioners Samuel B. Stanton & Charles H. Wing, late partners trading
 in the name and style of S^r B. Stanton & Co^s respectfully represent unto your
 Honors that Norman Chipman on the 18th day of June 1844 being indebted to said
 firm in the sum of \$925⁰⁰ executed his mortgage to said Stanton & Co^s whereby
 he conveyed to them lots number 35-39 and part of lot N^o 38, in the town of
 Mansfield in said County, by a deed of mortgage to secure said debt subject
 nevertheless to be redeemed upon the payment of said sum and interest, all of
 which will more fully and at large appear by reference to said mortgage
 deed which is herewith filed and made a part of this bill. Your petitioners
 further represents that B. Boyland & Co^s of Cincinnati recovered a judgment against
 said Chipman at the same term 1843, in the Sup^r Ct of said County for the
 sum of \$183.38 and costs of suit which judgment was remanded to the
 Common Pleas and an execution was issued and levied upon one Carriage
 set of harness & 2 horses Oct 1st 1843, which property was abundant to pay said
 debt and costs and leave a surplus and said Chipman at that time had
 a large amount of other personal property said property was offered for
 sale several times and not sold for want of bidders until April 14, 1846, when
 said property was sold by the Sheriff and purchased by Robson B. Broom
 for the sum of \$16.25, at the time of said sale said property at a fair sale was
 worth and would have brought enough to pay said debt. Some time previous to said
 sale said Boyland & Co^s wrote to their Attorney in this place (as this debt is unpaid
 and believes) to the value of said personal property and that he would bid it in and
 close up the debt. Said Attorney did advise them of the value of said property and
 estimated it at enough to pay said debt or nearly so, immediately after said
 sale to wit on the 9th of May 1846, an execution was issued upon said judgment of
 Boyland & Co^s and levied upon lot N^o 35, described in said mortgage, as this
 defendant is informed and believes said Broom acting as agent of said Chipman
 purchased said property with the consent of the Attorney of said Boyland & Co^s and
 delivered the same to said Chipman that he might remove it out of the reach
 of the process of this Court, and gave his note or notes to said Attorney for the amount of
 said judgment and delivered the property to said Chipman and by agreement
 in order to deprive your petitioners out of their debt and deprive them of their lien
 said execution was issued and levied upon said lot N^o 35, which is adver-
 tised for sale on the 20th day of June 1846, which said Broom is now about to
 purchase and hold for said Chipman in order to deprive your petitioners

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of their lien upon the same and to prevent their collecting their debt from petitioner further
 State that said Broom is now and has been for sometime acting as agent for said Chipman
 and has claims in his hands belonging to said Chipman and said Broom paid
 for said personal property out of funds belonging to said Chipman and these petitioners
 charge that said Broom is to pay said notes out of money belonging to said Chipman
 your petitioners also state that said Judge of Bond & Co. was assigned to said Broom
 in his own name your petitioners charge that said Broom purchased said property
 as of our aid and caused said execution to be levied upon said lot with a view to defraud
 and cheat your petitioners and their claim and that said property may be held for the
 benefit of said Chipman your petitioners is also informed and believes that said
 Chipman has removed said property out of the State of Ohio your petitioners further
 state that said sum in said mortgage mentioned is still due and unpaid and
 that said Chipman although often requested to do so has and still does refuse
 to pay the same your petitioners therefore pray that said Chipman and Broom
 may be made parties defendants to this bill and answer all and singular the
 premises under oath and particularly set forth and disclose what arrangements
 was made by said Broom with the attorney of said Bond & Co. for how much he
 executed his note to said Bond & Co. or their atty, what has become of said
 personal property what the same was worth for what purpose he executed said
 notes to said Bond & Co. what was the arrangements in regard to said notes
 your petitioners also pray that said levy may be set aside and said sale
 voided and that on the final hearing of this cause said injunction may be
 made perpetual and for such other and further relief in the premises as
 equity and good conscience may require. Charles H Wing Sworn and Bates
 and William Henry for Compts. The State of Ohio Union County ss. before me an
 acting Justice of the peace in and for said Court personally appeared Charles H Wing
 and made oath that all the matters and things set forth in this bill as from the
 information of others he believes to be true and all the other matters and things aforesaid
 in substance & in fact. Charles H Wing Sworn to and subscribed this 17th day of June 1846
 before me James M Wilkinson J.P. said Bill was endorsed as follows to wit. I allow
 an injunction as prayed for in this bill to be continued until the further order of
 the Court and order the plaintiff to give bond and security to the defendants in the
 sum of one hundred dollars conditioned for the payment of all costs herein
 expended in case the injunction should be dissolved and the bill dismissed.
 June 17 1846, Levi Phelps ad. Judge Com Pleas U.C. and afterwards found on the 18th day
 of June the said plaintiff filed herein a bond in the words and figures
 following to wit. Know all men by these presents that we S B Stanton & co of
 Franklin Co Ohio and James C Hamilt of Union County Ohio are held and
 firmly bound unto R. S. Broom & Norman Chipman of Union County Ohio in the
 penal sum of one hundred dollars to the payment of which well and truly
 to be made we hereby bind ourselves our heirs executors and administrators
 firmly by these presents sealed with our seals and dated this 17th day of June
 AD 1846, the condition of this bond is this whereas S B Stanton & co has procured
 in a cause in Chancery against the said R. S. Broom & Norman Chipman an
 injunction to stay certain proceedings at law in a certain matter wherein
 B Brolan & co is Plaintiff in a judgment against Norman Chipman

defendant for \$183³⁵ which said judgment was assigned to R. L. Brown,
 Now if the said S. B. Stanton & Co, shall pay all costs which may be decreed
 that may in said case be rendered against them, then this obligation to be
 void otherwise in full force & virtue in law. James C. Harriott Seal
 and afterwards to wit on the 19th day of June 1846. A writ of Supp. was
 issued in the words and figures following to wit, The State of Ohio Union
 County W. To the Sheriff of the County of Union Greeting, We Command
 you that you summon Robson L. Brown and Norman Chipman to
 appear before the judges of our Court of Common Pleas at the Court House
 on the first day of the Term next ensuing to answer a Bill in Chancery
 exhibited against them by S. B. Stanton & Co and that they shall in no
 wise omit under the penalty of one thousand dollars, and have them
 and there this writ witness John Cassil, Clerk of our said Court at
 the Court House this 19th day of June AD 1846. John Cassil Clerk of Com. Pleas
 said writ was endorsed as follows to wit, Injunction allowed and bail
 given, and afterwards to wit on the 13th day of July 1846, the said Sheriff
 returned said writ endorsed as follows to wit, Served June 19th 1846, on
 R. L. Brown by Copy - Norman Chipman not found W. M. Robinson Sheriff
 and afterwards to wit on the 15th day of October 1846, an motion to the Court
 by Council for complainant it is ordered that the substance and prayer
 of the bill in this case be published in the Argus a newspaper published
 in Union County and in general circulation therein for six weeks previous to
 the next term of this Court to which time this cause is continued, Leave
 for Defendant Brown to answer, and afterwards to wit on the 4th day of May
 1847, the said Plaintiff filed herein proof of the publication of the pendency of
 said Bill, which reads in the words and figures following to wit, State of Ohio
 Union County W. S. B. Stanton & Co vs Norman Chipman R. L. Brown In Chy,
 personally appeared in Open Court P. B. Cole publisher of the Argus of the
 Argus a newspaper published and in general circulation in said County
 and made solemn oath that the notice here to attached was published in
 said paper for six consecutive weeks commencing Feb. 10, 1847. P. B. Cole
 sworn to and subscribed in Court this 4th day of May, 1847, John Cassil Clerk
 the said notice hereunto attached reads in the words and figures following
 to wit, In Union Common Pleas S. B. Stanton & Co vs Norman Chipman
 & Robson L. Brown In Chancery, In pursuance of an interlocutory
 order of the Court of Common Pleas of the County of Union made at their October
 Term 1846, the said Norman Chipman will take notice, that on the 18th
 day of June AD 1846, Samuel B. Stanton and Charles H. King, late partners
 trading in the name and style of S. B. Stanton & Co filed their Bill in
 said Court setting forth that said Norman Chipman on the 18th day of
 June 1844 being indebted to complainants in the sum of \$925.53 executed
 to them his mortgage thereby conveying to complainants with other property
 lot No 35, in the town Mansville, to secure said debt which is still
 unpaid, that W. Boyland & Co recovered a judgment against said
 Chipman, at the same term, 1843, of the Supreme Court of said County
 for the sum of \$133.38, and costs of suit, which judgment was ^{remanded}

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to the Common Pleas and an execution issued which was levied upon certain personal property therein described, which was abundant to pay said debt and costs, said having a large amount of other personal property at the time subject to levy, that said property was sold under said levy by the Sheriff and purchased by Robinson Brown for the sum of \$16.25, the said property at the time being worth and would have brought at a fair sale enough to satisfy said Judgment that afterwards on the 9th of May 1846, an execution was issued upon said Judgment and levied upon said Lot No 35, that the said Brown was acting as the agent of said Chipman and by a fraudulent arrangement between them (and by the consent of the Attorney of Boylan and Company) purchased said property, with funds belonging to said Chipman and delivered the same to said Chipman that he might remove it out of the reach of the process of this Court, that said Brown gave his note to the Attorney of Boylan & Co for the balance of their claim, which by said fraudulent arrangement is to be paid out of funds belonging to said Chipman that said Brown took an assignment to the judgment himself, and caused said levy to be made upon said Lot, intending to purchase the same, and hold it for the benefit of said Chipman with a view to defraud the complainants, the bill prays that said Chipman and Brown may be made defendants and particularly answer and discover all and singular the premises under oath, that the said levy on Lot No 35, may be set aside and all further proceedings under said levy be perpetually enjoined; and other and further relief &c By Wayne & Bates and Allison & Curry Attys for Compls, and afterwards found on the 4th day of May 1847 the said Ed Brown filed herein his answer in the words and figures following To the Court of Common Pleas of Union County, and State of Ohio in Chancery sitting. Ed Brown in answer to Dr Stanton & Co Bill, says he knows nothing of Chipmans dealing with them or of the time of mortgaging of lots &c B Boylan &c he believes had a judgment against Chipman amount and date probably as stated by Dr Stanton & Co and no doubt they had an execution issued and it may be a carriage harness and two horses were levied upon but of the sufficiency of said property to pay said judgment and costs Brown does not believe said property may have been offered for sale if it was it was not sold that is certain until April 4th 1846, or some other day said property was sold by the Sheriff, possibly for \$16.25 but this respondent positively and unequivocally denies buying any of said property except one horse said property then sold was not worth nor would it bring at the time at a fair sale as this respondent believes one half the amount of the debt and costs Brown does not believe the Attorney of Boylan & Co ever wrote to them that the property under execution would nearly pay debt and costs at the time of sale an execution may have issued on the 9th of May 1846, Brown does not know, but he knows he did not answer it and this respondent positively denies acting as agent from Chipman in purchasing said property either with or without the consent of the Attorney of B Boylan & Co Brown denies delivering any of the property to Chipman after the sale Brown bought the judgment and gave the full amount of judgment and interest to the trustee bought and paid part money and gave a note for the balance without issuing Chipmans means it is true Brown intended

to purchase the lot but not to prevent Stanton &c from collecting themselves, it is untrue that Broome is or was about to purchase the lot for any person but himself or with any persons means but his own Broome denies acting as agent for Chipman in regard to this property Broome also denies that he ever paid for any personal property bought at Sheriff Sale out of funds belonging to Chipman Broome denies having any known claims in his hands belonging to Chipman except claims put there for the benefit of S^r Stanton &c to be applied on the debt due them by Chipman Broome denies that he is to pay the note given for the Boylan judgment out of money belonging to N Chipman judgment assigned to Broome in his own name as he thinks Broome denies that he purchased said property or caused said execution to be levied on said lot with a view to cheat or defraud Stanton &c out of their claims without said property may be held for said Chipman Broome says Chipman has not removed the property out of the State of Ohio as he believes since the sale to Bill Welch who was the purchaser at the Sheriff Sale of all the property except one horse the said property remained with Welch after Chipman left the County Broome was security on the appeal from the Common Pleas to the Supreme Court and the attorney of Boylan &c had told him (Broome) if the money was not paid by Chipman he should call on the security ^{which} ~~and~~ ^{after} ~~the~~ ^{issuing} the lien was good on the lot and also that the personal property levied on would not half pay the debt and costs Broome bought said judgment for his own security and benefit Broome thinks he paid about \$144.00 in money and the \$66.00 or thereabouts he has no means of knowing positively the amount of money paid on the amount of the note the two was the amount of judgment and interest to that time the personal property sold at the Sheriff Sale the last Broome know of it was in Welch possession except one horse which he has heard is dead the said personal property was offered to Broome by the attorney of Boylan &c for \$125 and he would bid it in I did not think it worth that sum to me in money Broome gave a note to pay the judgment said note to be paid if the levy would hold the lot if Broome thinks he has fully answered complainants since there was no fraud or collusion on his part and he believes he has done nothing in this matter he had not a legal and equitable right to do he therefore asks ^{that} the injunction be dissolved that he may be paid his costs and such other relief as equity may require Robert S Broome State of Ohio s^r County of Miami Before me an acting Justice of the peace in and for said County personally appeared Robert S Broome and made oath that the matters and things set forth in his answer to the bill of S^r Stanton &c as from the information of others he believes are true and all the other matters and things are true in substance and fact sworn to and subscribed before me this 3rd day of May 1847. Witness my hand &c at Cincinnati Ohio and afterwards to wit on the 4th day of May 1847. From of publication and Cause continued, and afterwards to wit on the 3rd day of August 1847. Leave to amend bill and continued, and afterwards to wit on the 27th day of September 1847. The said complainants filed herein their Replication in the words and figures following to wit S^r Stanton &c vs Robert S Broome & Norman Chipman In Chancery and the said Samuel B Stanton & Charles H Ming come and say that the matters and things set forth in their said Bill

of Complaint are true in substance and in matter of fact and that the matters and things set forth in the answer of the said Robson & Broome contrary thereto are untrue and this they are ready to make appear as by this Court shall be directed By Swayne & Bates and Allison & Henry their Solicitors and afterwards shew on the 1st day of October 1847, the said Complainants By Swayne & Bates & Allison & Henry their Solicitors filed herein their Amended Bill in the words and figures following to wit, To the Court of Common Pleas of Union County and State of Ohio, in Chancery sitting; Samuel B. Stanton & Charles H. Wing late partners trading under the name and firm of S. B. Stanton & Co respectfully represent unto your honors that Norman Chipman on the 18th day of June 1844, being indebted to the said firm in the sum of \$425.53 executed his mortgage to said S. B. Stanton & Co whereby he conveyed to them lots numbers 35, 37 and part of lot number 38 in the town of Marysville in said County of Union by a deed of mortgage to secure said debt - subject nevertheless to be redeemed upon the payment of said sum and interest, all of which will more fully appear by reference to said mortgage deed which is herewith filed and made a part of this Bill. Your petitioners further represents that B. Boyland & Co of Cincinnati Ohio, obtained a judgment against said Chipman at the same term of 1844 in the Supreme Court of said County for the sum of \$183.38 and costs of suit which judgment was remanded to the Common Pleas, and an execution issued and levied upon an Carriage, one set of harness & two horses Oct. 4th 1843, which property was sufficient to pay said debt and costs and leave a surplus, and said Chipman at that time had a large amount of other property subject to taken under said judgment, said property so levied on as above, was offered for sale several times, and not sold for want of bidders until April 4th 1846, when it was sold by the Sheriff and purchased by Robson & Broome, for the sum of \$16.25, at the time of said sale said property, at a fair sale was worth and would have brought enough to pay said debt some time previous to said sale said Boyland & Co wrote to their Attorney in this County (as these Complainants are informed and believe) to know the value of said property, levied on as aforesaid and stating that they would bid it in and close up the debt whereupon said Attorney advised them of the value of the said property and estimated it at an amount sufficient to pay said debt, or nearly so, immediately after said sale to wit on the 9th day of May 1846, an execution was issued upon said judgment of said Boyland & Co and levied upon lot no 35, described in said mortgage your Petitioners further represent that they are informed and believe, and so charge, that said Broome purchased said property at said said sale as the agent of said Chipman and with the consent of the Attorney of said Boyland & Co and delivered the same to the said Chipman in order that he might remove it out of the reach of the process of this Court, said Broome gave his note or notes to said Attorney of said Boyland & Co for the amount of said judgment and delivered the property to said Chipman, and by agreement in order to defraud your Petitioners out of their debt, and deprive them of their said execution was issued and levied upon said lot no 35, with the intention that the said Broome should purchase the same as the secret agent of said Chipman

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and hold the same for the benefit of said Chipman in order to deprive your
 Creditors of their lien upon the same and prevent them from collecting their
 aforesaid debt. your Creditors further state that said Broome has been for
 some time acting as agent of the said Chipman. that said Chipman
 when he went from this County or at some other time deposited in
 the hands of said Broome a large amount of Claims against other per-
 sons belonging to said Chipman all or some of which still remain
 in his hands. and said notes given by said Broome to said City of
 said Portland & Co are to be paid with money belonging said Chipman
 said judgment of said Portland & Co was assigned to said Broome
 in his own name. said Broome purchased said property & aforesaid
 and caused said execution to be levied upon said lot in order that
 your Creditors might be defrauded out of their claim and that said
 property might be held for the benefit of said Chipman. said Chipman
 has removed said property out of the State of Ohio, your Creditors
 further state that said sum in said mortgage mentioned is still due
 and unpaid and that said Chipman although often requested to
 do has not paid. and still refuses to pay the same. said Broome
 has collected some of said Claims entrusted to him by said Chipman
 and has the proceeds thereof your Creditors therefore pray that said Chipman
 and Broome may be made defendants to this bill and answer all and
 singular the premises under oath and particularly set forth and
 discover what arrangement was made by said Broome with the attorney
 of B. Boylan & Co - for how much he executed his notes to said Boylan & Co
 or their attorney - what has become of said personal property - what the
 same was worth - for what purpose he executed said notes to said
 Boylan & Co or their atty - what was the arrangement about said notes -
 what was the amount of the Claims put into said Broome's hands by
 said Chipman. with a full and specific description of each
 claim and the name of the person or persons from whom due,
 and whether all or any of said Claims have been paid to said Broome
 or said Chipman and if paid has been paid what part describing
 each claim so paid particularly and to whom paid and what
 has been done with the amount so paid your petitioners also
 pray that they may be set aside and the sale thereunder of said lot
 No 35. enjoined that on the final hearing of this cause the injunction
 herein granted may be made perpetual and that your Creditors may have
 such other and further relief as equity requires. By Swain & Bates &
 Allison & Henry Sole for complainants, and afterwards Court on the 5th day
 of October AD 1847. this cause was continued, and afterwards Court
 on the 24th Day of April AD 1848. the said Robson & Broome filed
 herein his answer in the words and figures following to wit. To the
 Court of Common Pleas of Union County & State of Ohio in Chancery sitting
 Robson & Broome in answer to W. Stanton & Co says he knows nothing of Chipman
 dealing with them or of the time of mortgaging to them of lots to B. Boylan & Co he
 believes had a judgment against Chipman amount and date probably as

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stated by Mr Stanton & Co and no doubt they had an execution issued and it may
 be a carriage harness and two horses were levied upon but of the sufficiency of said prop
 erty to pay said judgment and costs Broome does not believe said property may
 have been offered for sale if it was it was not sold that is certain until April 2nd 1846
 or some other day said property was sold by the sheriff possibly for \$16.25 but this
 respondent positively and unambiguously denies buying any of said property except
 one horse said property then sold was not worth one would it bring at the time at
 a fair sale as this respondent believes one half the amount of the debt and
 costs Broome does not believe the attorney of Boylan & Co ever wrote to them that
 the property under execution would nearly pay debt and costs at the time
 of sale an execution may have issued on the 9th day of May 1846, Broome
 does not know but he knows he did not order it and this respondent positively
 denies acting as agent for Chipman in purchasing said property either
 with or without the consent of attorney of Boylan & Co Broome denies
 delivering any of the property to Chipman after the sale Broome bought
 the judgment and gave the full amount of judgment and interest
 to the time he bought and paid part money and gave a note for the balance
 without using Chipman's means it is true Broome intended to purchase
 the lot not to prevent Stanton & Co from collecting their debt it is un true
 that Broome is or was about to purchase the lot for any person but himself
 or with any persons means except his own Broome denies Broome denies
 acting as agent for Chipman in regard to this property Broome also denies
 that he ever paid for any personal property bought bought at sheriff's sale out
 of funds belonging to Chipman Broome denies having any known claims
 in his hands belonging to Chipman Broome denies that he is to pay the note
 given for the Boylan judgment out of money belonging to N Chipman
 judgment was assigned to Broome in his own name he thinks Broome
 denies that he purchased said property or caused said execution to
 be levied on said lot with a view to cheat or defraud Stanton & Co out of
 their claim or that said property may be held for said Chipman Broome
 says Chipman has not moved the property out of the state of Ohio he believes
 since the sale to Bill Welch, who was the purchaser at the sheriff's sale
 of all the property except one horse the said property remained with Welch
 after Chipman left the county Broome was security on the appeal from the
 Common Pleas to the Supreme Court and the attorney of Boylan & Co had told
 him Broome if the money was not paid by Chipman he should call on
 the security and after assuring Broome the lien was gone on the lot and also
 that the personal property levied on would not half pay the debt and
 costs Broome bought said judgment for his own security and benefit
 Broome thinks he paid about \$144.00 in money and the about \$66.00 or thereabouts
 he has no means of knowing precisely either the amount of money paid on the amount
 of the note the personal property sold at the sheriff's sale the last Broome knew
 of it was in Bill Welch's possession except one horse which he has heard is dead
 the said personal property was offered to Broome by the attorney of Boylan & Co
 for \$100.00 and he would bid it in I did not think it worth that sum in money
 Broome gave his note to pay the judgment said note to be paid if the levy would hold the lot

the claims put into Broome's hands by Chipman to apply on the Stanton claim
 have all been withdrawn from him and he has no claim of Chipman's
 in his hands he thinks the amount when left with him was between \$1500.00
 and \$2000.00 and from \$7000.00 collected and paid over to Chipman or
 his order part of the amount collected was paid over to Fleck a part to
 Peter Egan both of whom had claims against said payments to
 Fleck and Egan as a part of them were made with the consent of Wing
 One of the firm of Stanton & Co this respondent has given up all the papers
 he had belonging to Chipman and therefore in any way in which he could
 ascertain the exact amount the claims are could he give a specific
 description at this time of any one of them nor the name of but a very
 few of them from whom due nor could he tell whether all have been
 paid or not they were not all paid while in his hands it is impossible
 for Broome to know or tell what part of said claims were paid with
 any certainty he has told above as near as possible from memory which
 is all he has at this time to depend upon having fully answered the
 Complainants bill Broome thinks there was no fraud or collusion on his
 part and he believes he has done nothing in this matter but what he
 had a legal and equitable right to do he therefore asks that the injun-
 ction be dissolved that he be paid his costs and have such other relief
 as equity may give. John S Broome Mayor of Union County ss.
 before me an acting Justice of the peace in and for said County personally
 appeared Robinson Broome and made oath that all the matters and things
 set forth in his answer to the bill of S B Stanton & Co as from information
 of others he believes are true and all the other matters and things are
 true in substance and fact. James Sumner J. P. and afterwards
 Court on the 29th day of April 1848. The motion made by the defendants
 to dissolve the injunction heretofore granted in this case is overruled
 and leave is granted to the Complainants to amend their Bill
 charging the said defendant Broome as a trustee of the said
 Complainants for the amount of claims placed in his hands
 for the benefit of said Complainants as disclosed in his
 answer filed in this case and this cause is continued,
 and afterwards Court on the 22nd day of June 1848 the said
 Complainants filed herein their amended Bill in words and
 figures following to wit: In the Court of Common Pleas of Union County
 and State of Ohio, in Chancery sitting Samuel B Stanton and Charles
 H. King late partners under the name and firm of S B Stanton & Co respectfully
 represent unto your Honors that Norman Chipman on the 8th day of June
 1844 being indebted to said firm in the sum of \$925.53 executed his
 mortgage to said S B Stanton & Co whereby he conveyed to them lots
 numbers 35-39 and part of lot number 38 in the town of Mansfield in
 said County of Union by deed of mortgage to secure said debt which
 is nevertheless to be rendered upon the payment of said sum
 and interest, all of which will more fully and at large appear
 by reference to said mortgage deed which is hereunto filed and made

a part of this bill, your petitioner further represents that B. Boylan and Co of Cincinnati Ohio, obtained a judgment against said Chipman at the June Term of 1844 in the Supreme Court of said County for the sum of \$183.38 and costs of suit which judgment was remanded to the Common Pleas and an execution issued and levied upon one Carriage, one set of harness and two horses. Oct. 1st 1845, which property was sufficient to pay said debt and costs and leave a surplus and said Chipman at that time had a large amount of other property subject to be taken under said judgment said property so levied on as above was offered for sale several times and not sold for want of bidders until April 4th 1846, when it was sold by the Sheriff of said Union County and purchased by Robert S. Broome for the sum of \$162.50, at the time of said sale said property at a fair sale was worth and would have brought enough to pay said debt, some time previous to said sale said Boylan & Co wrote to their attorney in this County (as these complainants are informed and believe) to know the value of said property levied on as aforesaid and stating that they would bid it in and close up the debt whereupon said attorney advised them of the value of said property and estimated it at an amount sufficient to pay said debt or nearly so immediately after said sale took on the 9th day of May 1846, an execution was issued upon said judgment of said Boylan & Co, and levied upon lot N^o 35 described in said mortgage - your Orators further represent that they are informed and believe and so charge that said Broome purchased said property at said sale as the agent of said Chipman and with the consent of the attorney of said Boylan & Co and delivered the same to the said Chipman in order that he might remove it out of the reach of the process of this Court said Broome gave his note or notes to said attorney of said Boylan & Co for the amount of said judgment and delivered the property to said Chipman and by agreement in order to defraud your Orators out of their debt and deprive them of their lien said execution was issued and levied upon said lot N^o 35, with the intention that the said Broome should purchase the same as the secret agent of said Chipman and hold the same for the benefit of said Chipman in order to deprive your Orators of their lien upon the same and prevent them from collecting their aforesaid debt your Orators further state that said Broome has been for sometime acting as the agent of said Chipman that said Chipman with the knowledge and consent of your Orators deposited in the hands of said Broome a large amount of claims against other persons about the amount of \$200000 belonging to said Chipman to be by said Broome collected as the trustee of your Orators and paid over to them upon their said debt as fast as collected and it was the understanding and agreement of said Chipman said Broome and your Orators that said Broome should so act as trustee for your Orators, and your Orators charge that said claims have been collected by said Broome, but that he has not paid over the same nor any part thereof to your Orators, your Orators further charge that said notes given by said Broome to said Boylan & Co are to be paid or have been paid with money belonging to said Chipman said judgment of said Boylan & Co

your claim
of Chipman
between \$1500.00
to Chipman or
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was assigned to said Broom in his own name said Broom purchased said property as aforesaid and caused said execution to be levied upon said lot in order that your Creditors might be defrauded out of their Claims and that said property might be held for the benefit of said Chipman - said Chipman has removed said property out of the State of Ohio - your Creditors further state that said sum in said mortgage mentioned is still due and unpaid and that said Chipman although often requested so to do, has not paid and still refuses to pay the same your Creditors therefore pray that said Chipman and said Broom may be made defendants to this bill and answer all and singular the premises under oath and particularly set forth and describe what arrangements, was made by said Broom with said Attorney of B. Boylan & Co for how much he executed his note or notes to said Boylan & Co or their Attorney what has become of said personal property what the same was worth for what purpose he executed his note or notes to said Boylan & Co or their Attorney - what was the arrangement about said notes - what was the amount of said Claims put into said Broom's hands by said Chipman to be collected and paid over as aforesaid by said Broom, as the trustee of your Creditors, what is the full and specific description of each Claim, - and the name of the person or persons from whom due whether said Claims have been paid to said Broom in whole or in part and if not so paid in whole, then specifically what part has been so paid, and what part has not been so paid, whether said Broom has said Claims or the proceeds thereof in his possession and if neither the whole thereof nor any part thereof be in his possession what disposition he has made of the same stating specifically the names of the person or persons to whom the same or any part thereof has been by him paid away, with the precise amount paid away to each and every such person - what part is any of said Claims said Broom failed to collect and what he has done with such uncollected Claims what amount of the proceeds of said Claims said Broom paid over if any to John Fleck, and what amount to Peter Lyon, stating specifically the amount paid to each, what amount is any of said Claims were and are uncollectable, your Petitioners also pray that said boy may be set aside and the sale thereunder of said lot No 35, enjoined that on the final hearing of this cause the injunction herein granted may be made perpetual that said Broom may be compelled to pay over to your Creditors the amount of the collected and collectable Claims, put into his hands as trustee as aforesaid and that your Creditors may have such other and further as equity requires, By Wayne & Bates & Allison Henry, Solo for Complainants, and afterwards on the 10th day of June A.D. 1848, the said R. S. Broom filed herein his answer in the words and figures following to wit, To the Court of Common Pleas of Union County, & State of Ohio in Chancery, Robson S. Broom in answer to W. Stanton & Co's bill says he knows nothing of N. Chipman's dealing with them, B. Boylan & Co he thinks have a judgment

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against N. Chipman amount probably as stated by S. B. Stanton & Co. and no
doubt they had an execution issued and it may be a carriage and two horses
we were levied on Broome does not believe said property was sufficient to
pay said judgment and costs said property may have been offered for sale
but it was not sold until April 4th 1846, or about that day it may have been
sold for \$16.25 Broome denies buying any of said property except one horse
said property then sold was not worth nor would it bring at the time at
private sale as this respondent believes one half the amount of the Debt &
Costs. if an execution issued on the 9th of May 1846, Broome did not
Order it out this respondent denies acting as agent for Chipman in
purchasing said property or believing any of the property to be Chipman
After the Sale Broome bought the judgment and gave the amount of
judgment and interest to the time he bought and paid for it without
using Chipmans means or money Broome did not intend to purchase
the lot to prevent complainants from collecting their debt nor for any person
but himself or with any persons means but his own Broome denies buying
any property at Sheriffs Sale with funds belonging to N. Chipman Broome denies
that he is to pay the note given for the Boylan & Co judgment at of money
or claims belonging to N. Chipman Broome denies purchasing said
property or causing said execution to be levied on said lot to cheat or
defraud Stanton & Co out of their claim or that said property
may be held by N. Chipman Broome believes Chipman has not moved
the property out of the State of Ohio since the Sale Bill Welch purchased all
the property except one horse and it was in the County after Chipman
left the County Broome was security on the appeal from the Common
Pleas to the Supreme Court the Attorney of Boylan & Co told Broome if
the money was not paid by Chipman he should call on the security, assuming
Broome the lien was good on the lot and that the property levied on would not
half pay the debt and costs Broome bought said judgment for his own security and
benefit Broome paid he thinks about \$144, in money and note for about \$166, the
last Broome knew of the property sold at the Sheriffs Sale it was in Bill Welch's
possession except one horse the said personal property was offered to Broome
by the Attorney of Boylan & Co for \$100, and he the Attorney would bid it in Broome
does not think it was worth that sum in money Broome was ~~not~~ to pay his note
if the levy would hold the lot Broome received from N. Chipmans Claims the nominal
amount of which was \$1579.64 of which there is in his hands at this time \$511.28
collected and paid over \$708.36, these claims were left with him in July except
a few and in November I received the Oath and at the same time received
from Chipman a written power to collect which writing is now part of this
answer and is marked N^o 1, Broome denies positively that he was a trustee for the
said Stanton & Co in the matter of the claims left by Chipman with him for collection
Chipman put into Broomes hands these claims for collection for which Broome
gave Chipman a receipt the complainants were not present nor having any
thing to do with the matter by themselves or any person for them nor did they know
that they until I told them at Columbus but Chipman informed the
defendant at the time he gave him the last notes in November for collection

that he intended the proceeds of those claims to apply on the Complainants mortgage and requested this defendant to apply it but the disposition of the money collected from these claims and the claims themselves was a matter wholly under the control of Chipman as he held this defendants receipt for the same and could call this defendant to account for them at any time upon his said receipt Broome says he at all times considered these claims while in his hands subject to the order of Chipman or any other person having his Broomes receipt Broome was under no obligation to any person in regard to these claims unless they held his receipt Broome says further that the charge in Complainants bill that there was an agreement between the Complainants and Chipman and this defendant that defendant was to be the trustee of Complainants in the collection of said claims is totally untrue in every particular Broome never saw one of them to know them until months after he received these claims Broome has collected on said claims \$180.09 he paid to N Chipman \$58.00 to Peter Lyon \$38.00 for said tax on the mortgaged lots \$4.95 he retained for his collection fees \$18.00 and he has remaining in his hands \$5.14 ready to pay over to any person authorized to call for it the money was paid to Lyon and Glect by direction of Chipman and consent of Complainants the money paid to Chipman was paid to him before I was directed to pay over to Complainants on the 1st day of September 1846. This defendant settled with Chipman and Chipman indorsed the sum of \$708.36 on Defendants receipt the description of the uncollected claims will be found in paper marked N^o 2 made part of this answer of the collected claims no description is in Broomes possession at the time that account having been settled with Chipman finally as was supposed there is no other account of them with Broome there is contained in paper marked N^o 3 also part of this answer when these claims were put into Broomes hands it was known by Chipman and this defendant that some of them had been fully paid some nearly so and some partly paid and they were receipted for at their face without any deduction for credits or payments which had been made on them before I took them and it was supposed by Chipman that taking these things into consideration and allowing for the uncollected claims there could be about 20 per cent of the whole amount realized after paying costs of collecting which was to be ten per cent on the amounts I collected so far as has been collected they have realized 20 per cent and I think the claims now on hand will yield an equal percent the \$811.28 of uncollected claims are in Broomes hands subject to the order of any person having defendants receipt at the time I put in my last answer my books and papers was in an other County and I had given up all the claims to another person to collect intending to leave the State of Ohio for a year or two Broome has not collected any of these claims since the settlement with Chipman in September 1846. These claims consisted in part of Ala Justices receipts some of 16. or 18 years old the claims for which they had been given had been paid years ago on some of them some the persons were dead and nothing could be collected such receipts

Complainants
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Went to make up the amount paid out to Chipman on an settlement all the money
I collected on this \$708.30 of claims was \$184 of which was paid over to Chipman
to Lyon & Fleck as aforesaid with the balance which still remains in Defts hands
Brown thinks he has fully answered Complainants bill that there is no fraud or collusion
on his part and he believes he has done nothing in the matter of judgment and lot
which he had not a legal and equitable right to do as for the claims put into his
hands to collect by Chipman he thinks the said complainants have nothing to do
with him in regard to them he has settled with Chipman as he was bound by his
receipt to do for all collected claims the uncollected he is willing to give to any
one having legal right to them he therefore asks that the injunction be dissolved
that he may be paid his costs and such other relief as equity may give
Robson L. Brown, State of Ohio St. Union County Before me an acting
Justice of the peace in and for said County personally appeared Robson L. Brown
and made oath that all the matters and things set forth in his answer to the bill of
N. S. Stanton & Co as from information of others he believes are true and all the other
matters and things are true in substance and fact made 1848, James James J.
said Exhibits referate in the foregoing answers and filed therewith
reads in the words and figures following to wit. (N^o 1) I do hereby
fully authorize and empower Robson L. Brown for me and in my
name to collect any notes or other obligations of mine in his hands
in any manner as fully as I could do myself at his discretion
November 19th 1844, N. Chipman (N^o 2) Notes accounts &c in my hands belonging to N. Chipman

I Mean	6.50	April 15 th 1838
Oliver Simpson	5.68	May 26 th 1837
See Do	2.25	November 21 st 1837
George Harper	20.86	June 7 th 1837
Clark Brown	6.83	August 6 th 1827
Joseph Bishop	3.00	Aug 6 th 1835
Albert Moore	13.80	July 23 ^d 1842
See Do	2.48	Dec 16 th 1842
Robert K. Herin	17.12	July 3 ^d 1843
Joseph Clayton	14.81	April 3 rd 1835
Wm A. See	24.18	January 20 th 1840
John K. Miller	75.00	October 15 th 1836
See Do	75.00	" " "
Loring Jesping	14.87	March 24 th 1842
J. C. Jones	50	May 24 th 1843
James Campbell	55.00	Sept 23 rd 1837
John Spurr	1.89	Sept 6 th 1839
James Moore	16.50	Dec 6 th 1834
Chipman & Williams	22.00	May 16 th 1834
Oliver M. Randall	4.50	July 8 th 1835
W. Clark	9.08	March 14 th 1843
Ali Grove	3.85	Nov 16 th 1837
John Wright	3.50	Dec 2 nd 1840
P. Hamilton	1.85	April 26 th 1837
Edwards	9.00	Dec 14 th 1837
John Long	2.75	January 29 th 1841
Lockwood & Sham	2.25	See 3 rd 1834
Thomas Smith	1.75	Sept 24 th 1831
William C. Beer	24.42	July 10 th 1839
James L. Ward	5.00	June 9 th 1842
Nicholas Spear	30.23	February 8 th 1838
	<u>\$475.17</u>	

John Howe	15.50	October 1 st 1840	Recapulation
Valentine Chapman	20.22	May 26 th 1839	Total Notes \$768.74
John Hunt	2.00	December 3 rd 1835	Accounts 31.54
Isaac Souders	7.06	Decr 28 th 1830	Orders 11.00
David Sewell	1.50	March 11 th 1836	Grand Total 811.28
Elliott Lock	8.86	December 9 th 1837	
E Martin	2.50	January 11. 1837	(No 3)
H Melt	6.50	December 2 nd 1837	R. P. Broome account
W Moore	5.70	Sept 7 th 1841	of collecting for N. Chipman
Miah Corledge	7.18	July 22 nd 1843	Notes Collected \$117.68
James Kennedy	74.45	March 23 rd 1839	Money received same 48.63
Thomas S Holden	42.42	Decr 19 th 1840	Justices Receipts
Thomas Kennedy	5.00	Feb 5 th 1836	Collected 459.68
Walter Lathrop	20.05	Novr. 14 th 1836	Money received 131.46
Samuel Mapes	74.63	March 25 th 1839	Total Collected \$708.36
Accounts	\$293.57		In money received 180.09
Estate of Levi Mills	3.25	June 16 th 1843	Paid to Chipman \$58.00
James Cratty Order	5.25	April 14 th 1842	" Peter Lyon 38.00
Symon Watkins	2.12	No date	resend Tax 4.95
Lease Indy	2.91	July 18 th 1842	I Clerk 56.00
Elisha White	1.62	Several dates	My percentage 15.61
Andrew Carter	1.75	Feb & August 1837	174.95
John Long	3.00	October 13 th 1840	in my hands 5.14
Daniel Williams	11.64	Feb 8 th 1842	Settled this day with
Military Orders	\$31.54		R. P. Broome an indorsed
John Ballou	4.00	Sept 7 th 1839	the above sum of \$708.36
" "	4.00	Oct 18 th 1830	in his Receipt.
" "	1.50	Sept 21 st 1831	N. Chipman
W P. Hooper	1.50	Sept 13 th 1843	September 1 st 1846
	\$11.00		The above is a true copy
			from my book entered at
			the time, R. P. Broome,

And afterwards toward on the 23rd day of September AD 1848,
 This Cause came on to be heard upon the Bill, answered & filed, the answers
 of the defendant Broome thereto (the defendant Chipman having failed
 to answer plead and demur to said Bill, the same as to him is taken
 as confessed) the exhibits and testimony and was argued by Council
 and there upon the Court do find that there is due from said Chipman
 to said Complainants upon said mortgage in said Bill mentioned
 the sum of \$1000.43 after deducting from said claim \$168.93
 paid to Complainants under a former ~~interlocutory~~ Order of this Court
 It is therefore ordered, adjudged and decreed that said Chipman
 pay to said Complainants said sum within ten days from
 the rising of this Court, and that in default thereof execution
 issue as in cases at Law, and the Court do further find
 that the sale of said of said personal property under said

relation
 States \$ 768.74
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 (3)
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Judgment of said Boylan & Co. was fraudulent as to the said horse bought
 by said Brown that the said horse was bought by said Brown for
 five dollars when the actual value thereof was fifty dollars that the
 difference between the true value and the amount for which said
 horse so sold being forty five dollars should be and hereby is decreed
 to be applied upon said judgment of said Boylan & Co as a satisfac-
 tory pro tanto thereof that as much toward forty five dollars said in-
 junction of said judgment be and the same is hereby made perpetual
 And that as to the balance of said judgment, the same be dissolved
 And the Court do further find that said Brown collected of money
 belonging to said Chipman and as trustee for complainants and
 which ought to be applied in payment of the said claim of said
 complainants six, three dollars and fourteen cents fifty eight
 dollars of which he has wrongfully paid to said Chipman and
 five dollars and fourteen cents of which still remains in his
 hands. It is therefore ordered and decreed that said Brown
 pay to said complainants said sum of sixty three dollars and
 fourteen cents within ten days after the rising of this Court, and
 that in default thereof execution issue for the collection of the
 same as in cases at law and the Court do further find that there
 is in the hands of said Brown \$ 811.28, of uncollected claims deposited
 in his hands by said Chipman to be applied upon said claim of said
 complainants, which said Brown holds as the trustee of said complain-
 ants, and it is further hereby ordered and decreed that said Brown
 within ten days after the rising of this Court deliver said uncollected claims
 (described in one of the exhibits filed by said Brown in this case) into
 the hands of the master Commissioner of this Court to be by him collected and
 applied in payment pro tanto of said claim of complainants and
 it is further ordered and decreed that said Brown pay the costs
 of this suit taxed at \$
 within ten days from the rising of
 of this Court and in default thereof that execution issue therefor as
 in cases at law. Notice of Appeal By Defendant,

Attest. James K. Moore Jr. Clerk.

John Doe Ex Dem
 John Reynolds et al
 vs
 James Galloway &
 James B. Manly's
 William Fairfield &
 Benjamin Furkham

Plas before his Honor James L. Torbert Esq. President and James R. Smith Christian Myers and Levi Phelps, his Associates Judges, at a Court of Common Plas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the nineteenth day of September in the year of Our Lord One thousand Eight hundred and Forty Eight.

Be it remembered that heretofore to wit on the 27 day of July AD 1846 Came John Reynolds, Jacob Reynolds William Reynolds, Sarah Manly late Reynolds, wife of Joseph Manly, Rachel Carr, late Reynolds, wife of John Carr, Mary Miller, late Reynolds, wife to Henry Miller, and Joseph Manly assignee of Elizabeth Wallace late Reynolds. By W. C. Lawrence their Attorney and filed herein their Declaration, which reads in the words and figures following to wit, Union Com. Plas, in the year of Our Lord 1846, State of Ohio Union County D. John Doe complains of Richard Roe, for that John Reynolds, Jacob Reynolds, William Reynolds Sarah Manly late Reynolds wife of Joseph Manly, Rachel Carr, late Reynolds, wife to John Carr, Mary Miller late Reynolds wife to Henry Miller, and Joseph Manly assignee of Elizabeth Wallace late Reynolds on the twelfth day of January AD 1846, in the County of Union had devised to the said John Doe, the following described land to wit, beginning at the Eastern Corner of James Galloway Survey N. 66.02, thence with his line South twenty degrees, West One hundred and Sixty two poles to two Black Oaks and a bur Oak Southernly Corner to said Survey, thence North seventy five and a half degrees East eighty six poles to two bur Oaks thence North forty nine, East sixty eight poles to three bur Oaks thence North eight and a half degrees East Seventy five poles to a stake, North thirty degrees East One hundred and thirty three poles to a stake in a prairie in the line of Graham and Johnson's Survey N. 72.45, thence with said line North sixty degrees West sixty two poles to a buckeye and two Jack Oaks thence South forty degrees West One hundred and nine poles to a stake, thence South seven degrees West ninety six poles and with Galloways line Survey N. 66.02 to two bur Oaks thence with another of his lines South twenty degrees, East two hundred and eighty poles to the beginning to have and to hold to the said John Doe and his assigns for the term of fifty years, containing two hundred acres of land, for that that also the said John, Jacob, William, Sarah, Rachel, Mary, and Joseph, devised another 200 acres of arable land 200 acres of meadow land 200 acres of pasture land 20 messuages 20 Cabins 20 barns 20 Stables 10 Orchards 10 Cuthouses 10 gardens 200 acres of wood land 200 acres of land covered with water and 200 acres of other land, with the appurtenances thereto situate in the County of Union to have and to hold the same to the said John Doe for the term of fifty years from the day and year aforesaid, by virtue of which said devise the said John Doe entered in the said premises and was possessed thereof for the term aforesaid and the said John being so thereof possessed, the said Richard afterwards to wit on the day and year aforesaid at the place aforesaid with force and arms entered into the said premises with the appurtenances and ejected the said John Doe there from and other injuries to the said John Doe then and there did to his damage \$100 and therefore he sues by W. C. Lawrence their Atty, W. Fairfield, Benjamin Furkham, Mr John W. Robinson W. Improve and others

Isaac Blanchard Tenants, Sir I am informed that you are in possession of or claim title to the premises in this declaration mentioned or some part thereof and I being sued in this action as 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 in and for the County of Union and State of Ohio, and make yourself defendant in my stead otherwise judgment will then be rendered against me by default and you will be turned out of possession, Richard Roe, served this writ July 23rd 1846, by delivering a Certified Copy of this writ to John W. Robinson William Fairfield & Benjamin Tinkham Tenants and informed them of the Contents Wm Robinson Sheriff, and afterwards writ on the 14th day of October 1846. This Cause was continued, and afterwards writ on the 7th day of May 1847, and motion and by Consent of parties, It is ordered that James Galloway, William Fairfield and Benjamin Tinkham and James B. Marquis be made defendants herein in the place of the now defendants Richard Roe, and afterwards writ on the 7th day of May 1847, the said defendants by Swan Andrews their Attorneys filed herein the following Consent rule and plea, to wit, John Doe, of Seneca Co B Tinkham Was, and James Galloway Comes and confesses lease entry and Ejector in said declaration mentioned and admit himself to be in possession of the following parcel of the premises in the declaration mentioned to wit Beginning at a hickory tree easterly Corner to Joseph Chambers Survey No 7399 in line of Johnson & Grahams Survey No 7224, thence with their line N 60, E 66 poles to a Stake in prairie northwesterly Corner to said Chambers Survey 7400. thence with his line S 31. W 34 poles to a stake in prairie easterly Corner to said Survey then N 60 W 66 poles to a stake in prairie then N 30, E passing the southerly Corner of said Chambers Survey No 7399 to the beginning, and as to the residue of said premises in the declaration described, James B Marquis William Fairfield and Benjamin Tinkham, Comes and Confesses lease entry and Ejector &c and admit possession &c, and each for plea severally say they are not guilty &c, and put themselves upon the Country &c and pliff doth the like &c, Swan Andrews Costs Attys, and afterwards writ on the 3rd day of August AD 1847. In this case by Consent of parties Plaintiff has leave to file and amended declaration which is filed accordingly by like Consent, service of said amended declaration is waived and the appearance of Defendants is entered thereto and the Consent rule and plea heretofore filed is ordered to stand as a Consent rule and plea to said Amended Declaration as well as to the original declaration on file, and afterwards writ on the 3rd day of August AD 1847, the said plaintiffs by W. S. Moore their Attorneys filed herein their Amended declaration in the words and figures following to wit, The State of Ohio Union County ss, Court of Common Pleas, of said County, Amended declaration filed August Term 1847, John Doe Complainant of Richard Roe, for that John Reynolds, Jacob Reynolds, William Reynolds, Sarah Manay, late Reynolds wife of Joseph Manay, Rachael Lear, late Reynolds wife to John Lear, Mary Miller late Reynolds, wife to Henry Miller, and Joseph Manay Assignee of Elizabeth Wallace, late Reynolds, on the 12th day of January AD 1846, in the County of Union had devised to the said John Doe the following described land in Union County Ohio to wit, Situate on the waters of Barb Creek between the Little Miami & Scioto Rivers, north west of the River Ohio

James R
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As by Survey No 12169 bearing date the 25th day of May 1826, found an
 part of two military warrants 66 $\frac{2}{3}$ acres on No 6578 & 133 $\frac{1}{3}$ acres on No 6579
 and bounded and described as follows to wit, beginning at 2 bur Oaks the
 easterly corner of James Galloways Survey No 6602, thence with his line
 South 20 degrees west 162 poles to 2 black Oaks & a bur Oak southerly corner
 to the said survey thence north 75 $\frac{1}{2}$ degrees east 86 poles to 2 bur Oaks
 thence North 49 degrees east 68 poles to 3 bur Oaks northerly corner to John
 Grahams Survey No 7393, thence north 8 $\frac{1}{2}$ degrees east 75 poles to a stake
 southerly corner to Joseph Chambers Survey No 7400, thence north 60
 degrees west 120 poles to a stake westerly corner to Chambers said survey
 north 30 degrees east 133 poles to a stake in a prairie northerly corner to
 Chambers said survey in the line of Graham & Johnsons Survey No 7245
 thence with said line north 60 degrees west 62 poles to a hickory & two Jack oaks
 in said line easterly corner to said Chambers Survey No 7399 thence south
 50 degrees west 109 poles to a stake southerly corner to said survey No 7399
 thence north 60 degrees west 127 poles to a stake westerly corner to Chambers last
 mentioned survey thence south 7 degrees west 96 poles passing two dog woods
 & a black Oak a corner to Galloways said survey No 6602 with his line
 to 2 bur Oaks another of his corners, thence with another of his lines South
 70 degrees east 208 poles to the beginning, and also 500 acres of other land
 in said Union County, and 100 messuages, 100 Cabins, 100 barns 100 Stables,
 100 Orchards, 100 Out houses 100 yards 100 Gardens, 500 acres of arable
 land, 500 acres of meadow land 500 acres of pasture land 500 acres of wood
 land 500 acres of lawn covered with water & 500 acres of other land with the
 appurtenances situate in said County of Union to have & hold the same
 to the said John from the 12th day of January AD 1826, for & during the term
 of fifty years thence next ensuing, and also for that John Reynolds
 Jacob Reynolds, William Reynolds, Joseph Manay John Carr Henry Miller
 Joseph Manay on the 12th day of January AD 1826, at the County of Union in
 said State of Ohio had devised to the said John the following lands and
 improvements to wit, Survey No 12169 beginning at 2 bur Oaks the easterly corner of
 James Galloways Survey No 6602, thence with his line South 20 degrees west 162
 poles to 2 black Oaks & a bur Oak southerly corner to said survey thence north 75 $\frac{1}{2}$
 degrees east 86 poles to 2 bur Oaks thence north 49 degrees east 68 poles to 3 bur
 Oaks northerly corner to John Grahams Survey No 7393, thence north 8 $\frac{1}{2}$ degrees
 east 75 poles to a stake southerly corner to Joseph Chambers Survey No 7400, thence
 north 60 degrees west 120 poles to a stake westerly corner to Chambers said survey
 north 30 degrees east 133 poles to a stake in a prairie northerly corner to
 Chambers said survey in the line of Graham & Johnsons Survey No 7245 thence
 with said line north 60 degrees west 62 poles to a hickory & 2 Jack Oaks in
 said line easterly corner to said Chambers Survey No 7399 thence south 50
 degrees west 109 poles to a stake southerly corner to said survey No 7399 thence
 north 60 degrees west 127 poles to a stake westerly corner to Chambers
 last mentioned survey thence south 7 degrees west 96 poles a corner to
 Galloways said survey No 6602, with his line to 2 bur Oaks another
 of his corners thence with another of his lines South 70 degrees east 208

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poles to the beginning, and also 100 messuages 100 Catins 100 barnes 900 Stables 100
 Archards 100 Cuthouses 100 garres 100 gardens 500 acres of arable land 500 acres
 of meadow land 500 acres of pasture land 500 acres of land covered with water
 500 acres of wood land 1500 acres of other land with the appurtenances situate in
 said Union County to have & to hold the same to the said John from the said 12th day of
 January 1846, for and during the term of fifty years thence next ensuing
 By virtue of which said several decesses the said John entered into the
 said several tenements first & secondly, above mentioned with appurtenances
 & was possessed thereof for the several terms of years said and the said John being
 in thence possessed the said Richard afterwards on the day and year
 last aforesaid at the place aforesaid with force & arms entered into the said
 several tenements with the appurtenances & ejected the said John therefrom &
 other wrong to the said John than & there did to his damage one hundred
 & therefor he sues, By W^o Lawrence Atty, and afterwards took at the Circuit
 term of said Court 1847, this cause was continued, and afterwards took
 on the 28 day of April 1848, this cause was continued under advisement
 and afterwards took on the 29th day of June 1848, this cause was continued
 under advisement, and afterwards took on the 20th day of September 1848,
 this day came the parties by their Attornies and by Consent of parties
 this cause was submitted to the Court upon the issue joined, a jury being
 waived, and the Court having heard the testimony, do find that the
 said James Galloway is not guilty of the Trespass and Ejectment alleged
 as to the premises in the Consent rule by him described, and the Court do
 further find as to the residue of the premises in the said declaration described
 that the said James B Maquis, William Fairfield and Benjamin Wickham
 are guilty of the Trespass and Ejectment alleged and do assess the plaintiffs
 damage by reason thereof to one cent, and thereupon the Plaintiff moved the
 Court for a mistrial on the grounds that the verdict in favor of said
 Galloway is against the evidence and the law, arising thereunder which motion
 was by the Court overruled and thereupon the plaintiffs except to said
 evidence & opinion of the Court overruling said motion and prayed the
 Court to seal his bill of Exceptions which is done and filed, and thereupon
 it is considered by the Court that the said James Galloway go hence without
 day and recover of the Plaintiff his Costs herein expended taxed at of
 Dollars Cents, and it is further considered by the Court that as
 to the residue of the premises in the declaration described not conveyed by the Consent
 rule Galloway for the Plaintiff recover of the said Maquis Fairfield and
 Fairbank his said term yet to come of and in said tenements with the appurtenances
 and also his damages by the Court assessed together with his Costs expended
 taxed at Dollars Cents and thereupon the said Maquis
 Fairfield and Fairbank, severally, made application to the Court for the valuation
 of improvements and assessment of damages under the Statute for the relief of
 occupying Claimants and the Court having considered of the same and of
 opinion that they are entitled thereto, thereupon it is ordered that further
 proceedings may be had in the premises agreeably to the provisions of the Statute
 and by Consent of parties it is ordered that the Clerk of this Court report

At the next term the amount of Taxes & penalties and interest actually paid by the defendants Marquis, Fairfield and Vinkham, and those under whom they claim upon the premises recovered against them in this action with interest the equitable rights of all parties by way of exceptions to said report and otherwise to be the same as if said report was founded upon a bill in Chancery filed by the defendants to assert their claims to have taxes paid refunded to them.

Continued, Said Bill of Exceptions reads in the words and figures following to wit, John Fox on the demise of John Reynolds et al, vs Richard Roe James Galloway and others debt by Pleas Consent rule, Union Com. Pleas. In Execution. Be it remembered that on the trial of this in the Court of Common Pleas, of Union County, on the September Term A.D. 1848, the plaintiffs to maintain the issue on their part offered in evidence a patent dated January 14, 1846, to them for 200 of Land Survey No 12169, herewith filed and made part here of which was received in evidence, the defendants then offered in evidence a certified copy of said Smiths entry No 12169, dated August 27, 1833, Certified by D. Adams Chief Clerk, under date of Oct 4, 1847, also Copy of Hughes Brodersons entry & survey No 12075 - 55 acres certified by same Sept 30, 1847, and tax title deed to Nathaniel Sawyer, dated 1832, made by P. Mc Sain Auditor of Union County and other title papers conveying to defendants held by Mc Sain under this tax deed, said tax deed only being offered to authorize proceedings under the Occupancy Claimant Law, in case plaintiffs had a right to recover & not as making a title for defendants, the plaintiffs then offered in evidence Samuel Smiths entry No 12169 date Jan 3 - 1833, Certified by D. Adams under date Oct 6, 1847, and said Smiths Survey of 200 acres No 12169 Copied from Book C, p. 38 as appears thereon, the defendants then produced a map of Clark Township which is admitted to be a correct plat of entries and surveys, all of which papers are made part hereof, on which evidence the Court rendered verdict & judgment as entered on the journal to which the parties except, the exceptions are allowed & made part of the record & to wit Lead J. N. Smith Seal Christian Myers Seal Levi Phelps Seal, Said Exhibits referred to in the foregoing Bill of Exceptions, (except the plat of Clark Township which is not on file) reads in the words and figures following to wit:

Survey No 12169 - 200 acres
Warrants No 5 1846 5 19

The United States of America

For all to whom these presents shall come Greeting - Know ye that in Consideration of Military Service performed by John Reynolds an Ensign for the War of the United States in the Virginia Line an Continental Establishment, and in pursuance of an act of the Congress of the United States passed on the 10th day of August in the year 1790 entitled an act to enable the Officers and Soldiers of the Virginia an Continental Establishment to obtain title to certain Lands lying south west of the River Ohio, between the Little Miami and Scioto and other acts of the said Congress amendatory of the said act, there is granted by the United States unto John Reynolds, Jacob Reynolds, William Reynolds, Sarah Manay, late Reynolds wife of Joseph Manay, Rachel Carr, late Reynolds wife to John Carr, Mary Miller late Reynolds wife to Henry Miller, and Joseph Manay assignee

V.S.

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Murray assigne

of Elizabeth Wallace late Reynolds, the said John, Jacob, William Sarah,
Rachel, Mary and Elizabeth, being the only children and heirs at Law,
of the said John Reynolds deceased - Also lessees of the Heirs and Legal Represent-
atives of Samuel Smith by Order and decree of the Court of Chancery Pleas
for the County of Hardin and State of Ohio, in Chancery sitting at November
Term 1845 a certain tract of Land containing two hundred acres situated
on the waters of Darby's Creek between the Little Miami and Sciota Rivers
North west of the River Ohio, as by Survey N^o 12169 bearing date the 25th day
of May 1826, founded on part of two Military Warrants, 66 2/3 acres on N^o 6578 and
133 1/3 acres on N^o 6519, issued in favor of the heirs at Law of John Reynolds
deceased for 133 1/3 acres each and bounded and described as follows To wit,
beginning at two bar Oaks, the easterly corner of James Galloways Survey,
N^o 6602, thence with his line South twenty degrees, west One hundred and sixty
two poles to two black Oaks, and a bar Oak southerly corner to said Survey, thence
North seven and a half degrees, East eight six poles to two bar Oaks,
thence North forty nine degrees East sixty eight poles to three bar Oaks
westerly corner to John Graham's Survey N^o 7393, thence north eight and a
half degrees, East twenty five poles to a stake southerly corner to
Joseph Chambers Survey N^o 7400, thence north sixty degrees, west One hundred
and twenty poles to a stake westerly corner to Chambers said Survey, north thirty
degrees, East One hundred and thirty three poles to a stake in a prairie
northerly corner to Chambers said Survey, in the line of Graham and Johnstons
Survey N^o 7245, thence with said line North sixty degrees, west sixty two poles
to a hickory and two Jack Oaks in said line easterly corner to said Chambers
Survey N^o 7399, thence South fifty degrees west One hundred and nine
poles to a stake southerly corner to said Survey N^o 7399, thence north sixty
degrees west One hundred and twenty seven poles to a stake westerly corner
to Chambers last mentioned Survey, thence South seven degrees west thirty
six poles passing two dogwoods and a black Oak a corner to Galloways
said Survey N^o 6602, and with his line to two bar Oaks another of his corners
thence with another of his lines South twenty degrees East two hundred
and eight poles to the beginning, to have and to hold the said tract of
Land together with all and singular the rights, immunities, privileges
and appurtenances to the same belonging or in any wise appertaining
unto the said John, Jacob, William Sarah, Rachel, Mary and Joseph
and to their heirs and assigns forever, as tenants in common and not
as joint tenants. In testimony whereof, I James K. Polk, President of the
United States of America have caused these letters to be made Patent and
the Seal of the General Land Office to be hereunto Affixed, given
under my hand at the City of Washington the tenth day of January, in the
Year of our Lord 1846, and of the Independence of the United States the
Seventieth. By the President James K. Polk, By J. Knox Walker Secy.
Recorded Vol 17 Page 1. S. H. Laughlin, Recorder of the General Land
Office, August 27th 1823, Samuel Smith app^r enters 200 acres
N^o 12169 } of Land on part of two Military Warrants 66 2/3 acres on
38. (D. } N^o 6578, and 133 1/3 acres on N^o 6519, on the waters of Darby's Creek.

V.S.

beginning at the Southeast Corner of Walter (Juni) Survey N. 85 90 thence with his line S. 72. W. 75 poles thence 64 poles thence East 99 poles thence North 20 poles thence 102 poles thence S. 81. E. 80 poles thence N. 20. E. 88 poles thence N. 40 W. 77 poles thence N. 31. E. and from the beginning North so far that a line East will include the quantity. Copied from book D, Page 14 Auditor of States Office, Columbus Ohio, It is hereby Certified that the foregoing is a correct Copy from the Records in this Office.

S. In testimony whereof I here to subscribe my name & affix the Seal of this Office this 4th day of Oct. 1847 (D Adams Chief Clerk, Decr 13. 1822) Hughes Woodson Enters 55 acres of Land on part N. 120 75 } of Military warrant N. 1751 On the waters of Darby's Creek beginning at the easterly Corner of Joseph Chambers Survey N. 73 99 thence S. 60. E. to the northerly Corner of said Chambers Survey N. 7400 thence off at right angles S. 30. W. for quantity.

Surveyed for Hughes Woodson 55 acres of Land on part of Military warrant N. 1751 On the waters of Darby's Creek beginning at a hickory and two Jack Oaks easterly Corner to Joseph Chambers Survey N. 73 99 in the line of Johnston and Grahams Survey N. 72 45 thence with their line S. 60. E. 66 poles to a stake in a prairie northerly Corner to said Chambers Survey N. 7400 thence with his line S. 30. W. 134 poles to a stake in a prairie westerly Corner to said Survey thence N. 60. W. 66 poles to a stake in a prairie thence N. 30. E. 134 poles passing the southerly Corner of said Chambers Survey, N. 73 99, and with his line to the beginning. James Galloway Junr, March 6th 1823. June 7th 1823, Moses Mitchell Samuel Mitchell, C. C. James Boal, Junr.

Auditor of States Office Columbus Ohio, It is hereby Certified that the foregoing are true Copies from the Records in this Office. In testimony whereof I here to subscribe my name & affix the seal of this Office this 30th day of September 1847 (D Adams Chief Clerk, Whereas by an act of Legislature of the State of Ohio, entitled an act to provide for the sale of Lands forfeited to the State for the non payment of taxes passed March 14th 1831 by which act is made the duty of the Auditor of State to transmit to each County Auditor a list of the forfeited Lands lying each County and affix thereto the seal of his Office, and whereas an said list as certified by the Auditor of State, to the Auditor of Madison County was duly charged the following tract of Land in substance as follows to wit. Entry N. 121 67 Original quantity 200 acres waters of Darby. Owners name Samuel Smith Original proprietor Samuel Smith acres 200 value \$166 due from 1824 up to 1831 inclusive amount of taxes interest penalties due on same \$16. 61. 9 and whereas said taxes & penalties and neither of them having at any time been paid, as required by Law the said County Auditor did on the 15th day of October 1831 cause the said lands as above described together with other lands to be advertised in all respects conformably to the Statute in such case made and provided in the Peoples Advocate a newspaper published here in Loudon in said County of Madison, and whereas on the second Monday of

S. S.

December Court, the 12th day of December 1831. At the Court House in London
 in said County of Madison the Auditor of said County, proceeded to offer for
 Sale the whole of said tracts of land at public Auction and upon offering said
 tracts for sale in its Court - One John W. Warner bid for the same twenty two
 dollars and fifty cents, and that sum being the highest offered, the said tract was struck
 off and sold to him, and the Auditor of said County gave said Warner a certificate
 thereof all of which will more fully appear, by reference to the records and files
 in said Auditors Office, and whereas the said land being an entry, original
 tract, and by a copy of the survey patented appears to be bounded and described
 as follows to-wit, Surveyed for Samuel Smith 1820, 200 acres of land
 on the waters of Darby's Creek, - beginning at two bur Oaks the last easterly
 corner of James Galloways Survey N^o 6602, thence with his line S 20 W
 162 poles to two black Oaks and a bur Oak southerly, corner to said Survey
 thence N 75 1/2 E 86 poles - two bur Oaks thence N 49 E 68 poles to three
 bur Oaks northerly, corner to John Grahams Survey N^o 73 93 thence N 8 1/2
 E 75 poles to a stake southerly, corner to Joseph Chambers Survey N^o 7400 thence
 N 60 W 120 poles to a stake westerly, corner to Chambers said Survey thence N 30
 E 133 poles to a stake in a prairie northerly, corner to Chambers said Survey in
 the line of Graham & Johnstons Survey N^o 7245 thence with said line N 60
 W 62 to a hickory and two jac k Oaks in said line easterly, corner
 to said Chambers Survey N^o 7399 thence S 50 W 107 poles to a stake southerly,
 corner to said Survey N^o 7399 thence N 60 W 127 poles to a stake westerly,
 corner to Chambers said last mentioned Survey thence S 7 W 96, passing two
 log woods and a black Oak corner to said Galloways said Survey N^o 6602 and with
 his line to two bur Oaks another of his corners thence with another of his lines S 70
 E 208 to the beginning, and the purchase money being duly paid, and the certificate
 presented by Nathaniel Sawyer, to whom the same is assigned by the said
 Warner by transfer bearing date the 16th November 1832, - Now this
 indenture witnesseth, that P. M. Leine, Auditor for said County of
 Madison in consideration of the premises and in pursuance of the
 Statute in such case made and provided, do hereby, grant, bargain
 sell, convey, unto the said Nathaniel Sawyer, Assignee of the said
 John W. Warner, his heirs and assigns for ever as good perfect, value
 and complete an estate title interest, in said land as I am by Law
 authorized, and empowered to do, anything notwithstanding or omitted in
 this notwithstanding, - In testimony whereof I the said P. M. Leine
 Auditor as aforesaid have hereunto set my hand and seal this
 day of Eighteenth in the year AD 1832, P. M. Leine A. M. C. Clerk
 Executed in presence of J. B. Melvin, W. Warner, & The State of Ohio Madison
 County ss. Before me the subscriber a Justice of the Peace in and for said County
 personally came P. M. Leine, Auditor for said County he being well known by
 me to be the person whom he represents himself to be, and acknowledged the
 foregoing to be his voluntary act and deed for the purposes therein expressed
 and contained, Given under my hand and seal this eighteenth
 Decr, 1832 J. B. Melvin Justice of the Peace ss. The State of Ohio
 Madison County ss. Recorder Office London August 28th 1847

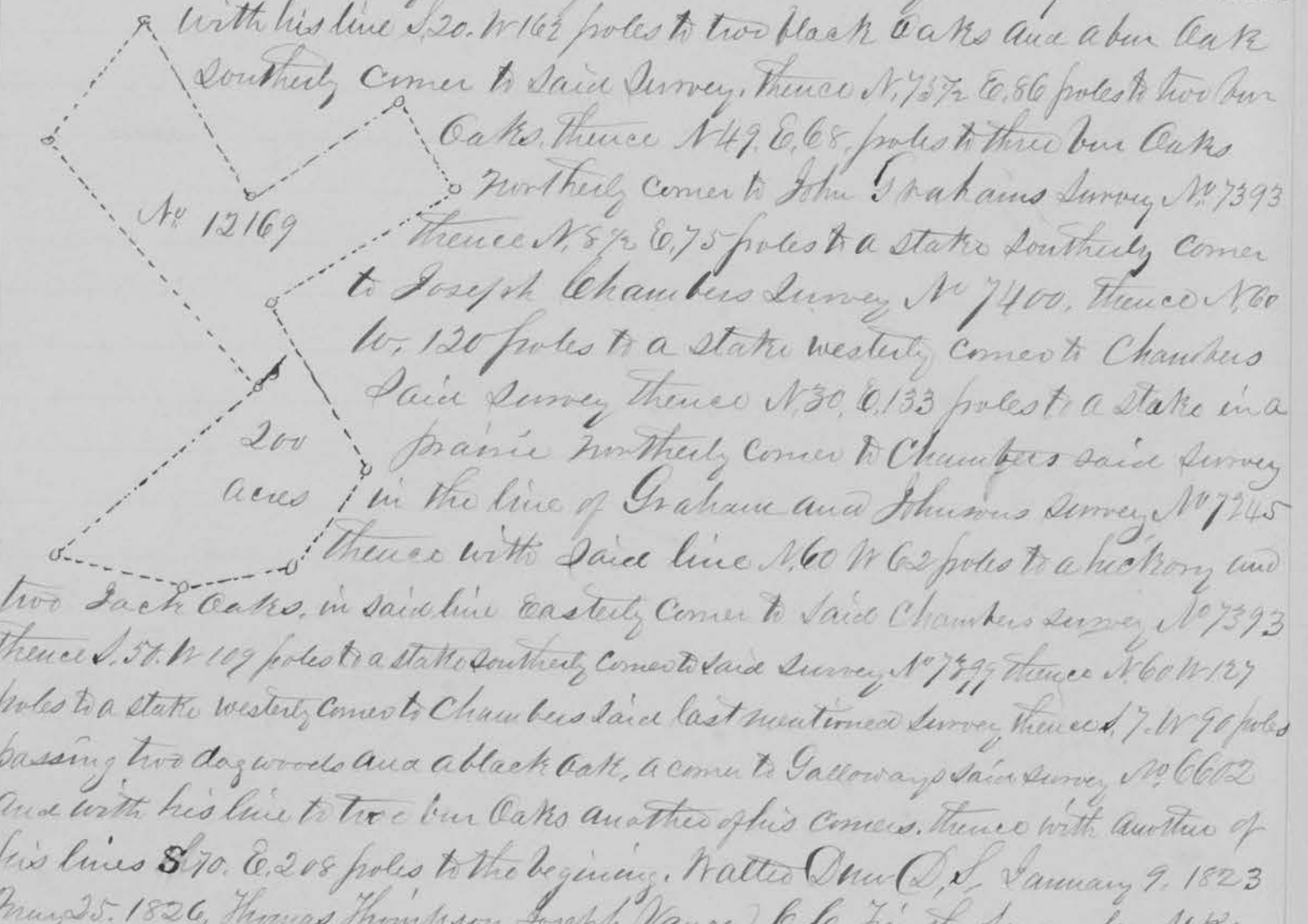
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L.S.

I, Robert Hume, Recorder in and for the County of Lawrence, do hereby certify that the foregoing is a true copy of record as will more fully and at large appear by reference being had to the land records in this Office in Vol 9. pages 145 & 146. In testimony whereof I have hereunto signed my name and thereto affixed the seal of this Office at London the day and year just above herein written. Robert Hume Recorder January 2, 1823. Samuel Smith a sep. enters 200 acres of land on part of two military warrants 66 2/3 acres on N. 65 1/8 and 133 1/3 acres on N. 65 1/9 on the waters of Darby's Creek beginning at a westerly corner of James Galloway's Survey, N. 6602 thence N 70, W. 196 poles and from the beginning S 20, W 150 poles thence N. 75 E. 56 poles thence S 49, E. 68, thence N 87 1/2 E 75 poles thence N 60, W 120 poles thence N. 30, E. 133 poles thence N. 60, W. 62 poles thence N. 30 W. 100 poles thence N. 60, W. for quantity. Auditor of States Office Columbus October 6, 1827

It is hereby certified that the foregoing is a true copy from the Records of this Office. In testimony whereof I have hereunto attached my name and affixed the seal of said Office. S. Adams Chief Clerk.

Copied from Book P. page 38. Surveyed for Samuel Smith a sep. 200 acres of land on part of two military warrants 66 2/3 acres, on N. 65 1/8 and 133 1/3 acres on N. 65 1/9 on the waters of Darby's Creek beginning at two bar Oaks. The easterly corner of James Galloway's Survey, N. 6602 thence



Thomas Thompson, Joseph Vance, C. C. Timothy, Smeaggle, N. H. Auditor of States Office, Columbus October 6, 1827. It is hereby certified that the foregoing is a true copy from the records in this Office. I witness whereof I have hereunto set my hand and affixed the seal of this Office. S. Adams, Chief Clerk.

L.S.

Attest James Whithead J. Clerk

See Treasurer of Union County Ohio Successor in Office of A. Pollock late Treasurer of said County by James H. Gill

L.S.

See Treasurer of Union County Ohio
Successor in Office of A. Pollock late Treasurer of said County
James H Gill

Pleas before his Honor James S. Torbert Esqr President and
Christian Myers, Levi Phelps and James R. Smith, his Associates
Judges, at a Court of Common Pleas begun and held at the Court
House in the Town of Mansfield within and for the County of Union
State of Ohio, on the Twenty ninth day of May in the year
of Our Lord One thousand Eight hundred and Forty seven,
Be it remembered that heretofore to wit on the 23rd day of April
AD 1847. C. See Treasurer of Union County Ohio Successor of A. Pollock late
Treasurer of said County, By Allison Curry his Attornies sued out of the
Clerks Office of the Court aforesaid the following writ of Summons to wit
State of Ohio Union County ss. To the Sheriff of said County Greeting, We command
you to Summon James H Gill, to appear on the first day of June 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 Cyprian See Treasurer
of Union County, Successor of Alexander Pollock late Treasurer of said County,
in a plea of Assumpsit Damages three hundred dollars and have you
then there this writ, Witness John Cassil Clerk of said Court, at the Court
House aforesaid this 23rd day of April AD 1847. John Cassil Clerk, upon
said writ was the following endorsement to wit: Suit brought on a joint and
several note of hand given by defendant and one C. Winget since deceased, to
plaintiff for one hundred and fifty five dollars with interest payable annually
dated March 16th 1838, and payable two years after date &c, damages claimed
as due three hundred dollars, Allison Curry, atty for plff, and afterwards to wit
on the 4th day of May 1847. ~~Said Sheriff returned said writ~~ with the
following acknowledgement thereof to wit, I acknowledge service of the
within writ on behalf of James H Gill May 3rd 1847. John Cassil, and
afterwards to wit on the 17th day of June 1847. The said plaintiff By Allison
Curry his attornies filed herein his declaration in the words and figures
following to wit: The State of Ohio, Union County ss. Court of Common Pleas May
Term AD 1847. Cyprian See, as Treasurer of Union County, and Successor in
Office of Alexander Pollock late Treasurer of said County, complains of James
H Gill, in a plea of Assumpsit for that whereas the defendant and one
C. Winget, since deceased on the 16th day of March 1838, at the County of Union
aforesaid, made their promisory note in writing and delivered the same to
Alexander Pollock, then Treasurer of said ^{Union} County, and thereby then and there jointly
and severally promised to pay to said Alexander Pollock, as such Treasurer
or to his Successor in Office, for the use of said County, One hundred and fifty
five dollars two years after the date thereof, with interest payable annually
which period has now elapsed, and afterwards to wit, on the 14th day of
October 1846, at said County the plaintiff was duly elected as Treasurer of said
Union County, and afterwards to wit on the first day of June 1846, at said County
said plaintiff duly qualified to discharge the duties of said Office, and
then and there became and was and still continues to be, the Successor in
Office of the said Alexander Pollock late Treasurer of said County, and the said
defendant then and there had notice of said election and qualification of said
plaintiff to said Office, and then and there, in consideration of the premises

S. S.

promised to pay the amount of the said note to the said plaintiff according
 to the tenor and effect thereof, yet the defendant hath disregarded his said
 promises and hath not paid the said sum of money nor any part thereof to the
 said Alexander Pollock, while being such Treasurer, and hath not paid
 the same nor any part thereof to the said plaintiff, and the said Winget
 did not during his life time pay said sum of money or any part thereof to said
 Pollock or to said plaintiff. And also for that whereas the said defendant
 on the first day of January 1847, at the County of Union aforesaid, was indebted
 to the said plaintiff in three hundred dollars for the price and value of
 goods then and there sold and delivered, by the plaintiff to the defendant
 at his request, and in three hundred dollars for money then and there had
 and received by the defendant for the use of the plaintiff; and whereas the
 defendant afterwards on the second day of January 1847, at the County aforesaid
 in consideration of the promises, then and there promised to pay the said
 last mentioned several sums of money to the plaintiff on request; yet he hath
 disregarded his said last mentioned promise and hath not paid the said
 last mentioned several sums of money, nor either of them, nor any part thereof, to
 the damage of the plaintiff of three hundred dollars, and thereupon he brings
 his suit &c. By Allison & Henry his Attornies, and afterwards writ on the 4th
 day of August 1847. This cause was continued, and afterwards writ on the
 9th day of October 1847. This cause was continued, and afterwards writ on
 the 26th 1848. This cause was continued, and afterwards writ on the 29th
 day of June 1848. The defendant James H Gill by Swan & Andrews his Attornies
 filed herein his Plea in the words and figures following to wit, James H
 Gill ats Cyprian Lee Treasurer &c. Union Com Pleas. And the said Gill
 by Swan & Andrews his Attorney Comes and depends &c and says that he did
 not assume and promise in manner and form as the said plaintiff hath
 alleged and of this he puts himself upon the Country &c, and pleys with
 the like &c Swan & Andrews for Deft. and afterwards writ on the 29th day
 of June 1849. The following agreed Statement was filed herein to wit, Cyprian
 Lee Treasurer &c. vs James H Gill, Union Com Pleas. The following is
 the agreed Statement of facts in this case. March 16th 1838. C Winget
 purchased of the County of Union the Old Court House with a lease for years
 thereon, for which said Winget gave his note upon which this suit is brought
 with the defendant as surety. Said Winget died intestate, his Administrators
 on the 5th of December 1839 sold said Court house to Robert McBratney and
 Stephen McSain who executed their notes to said Administrators one for
 \$88. payable Dec 8. 1840. and one other for \$88.50 payable June 5th 1841
 on the 14th of December 1839 said Administrators supposing said estate
 solvent gave to the board of Commissioners of said County said notes of said
 McBratney and McSain. together with the individual due bill of said
 Administrators for \$6⁷⁶/₁₀₀ in payment and discharge of said note now
 here in suit. and the board of Commissioners delivered up said note
 upon which this suit is brought and gave a receipt for the full payment
 thereof to said Administrators this arrangement was made at the request
 of the said Administrators. said Gill being informed that said

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...st, James H
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...the 29th day
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...June 5th 1841
...said estate
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...in said note
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...said

Arrangement was talked of before it was made, said Gill was afterwards, at the same session of the board of Commissioners, informed by one of the board of Commissioners, who was one of the administrators of said estate that said note was settled as above mentioned, afterwards and about the year 1842 said administrators ascertained that said estate would be insolvent, but before it was ascertained that said estate would be insolvent the debt due said County as aforesaid from said M^r Watson and M^r Sain was fully paid and satisfied, the said administrators afterwards and on the 28th day of October 1845, gave the board of Commissioners to recover back and did recover back from them on the day of A^d the sum of _____ as and for the money and paid by said administrators on the said debt contracted by said Waight as herein before mentioned and on account of said estate of said Waight being insolvent, Swan & Andrews, attys for deft, Allison & Curry attys for plffs, and afterwards on the 29th day of June 1848, submitted to the Court on brief to be argued on paper in vacation to be decided next Term, to which time this cause is continued, and afterwards on the 19th day of September 1848 this cause was continued to be argued on paper in vacation and afterwards on the 2^d day of June 1849, this day came the parties by their Attornies and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises, do find that the said James H Gill did assume and promise in manner and form as the said plaintiff hath complained against him and they assess the damages of the said plaintiff, by reason thereof to, One hundred and ninety seven dollars and ten cents therefore it is considered that the said plaintiff recover of the said James H Gill, the said sum of One hundred and ninety seven dollars and ten cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed to _____ Dollars _____ Cents. Motion for new trial allowed, bill of exceptions taken and ordered to be made part of the record, which said Bill of Exceptions reads in the words and figures following to wit, (See In re vs James H. Gill, motion for new trial the deft moved the Court for a new trial on the ground that the verdict was contrary to the law of the case upon the testimony, the evidence on the trial is contained in the agreed statement of facts filed in the case and which contains all the testimony, the Court overruled the motion for a new trial; to which ruling of the Court the defendant excepted and prays his exceptions to be sealed by the Court which is done accordingly Christian Myers Seal Levi Phelps Seal James N. Smith Seal

Attest: James Kirkcaldy Clerk,

Joseph Chusmon adm.
of the Estate of John
Moore deceased
vs
John Turner

Pleas before his Honor James Sargent Esqr. President and Christian
Myers, Levi Phelps and James R Smith his Associates Judges
at a Court of Common Pleas begun and held at the Court House in the
Town of Mansfield within and for the County of Union and State of Ohio
On the Twenty ninth day of May in the year of Our Lord One
Thousand Eight Hundred and Forty eight, Nine,

Be it remembered that heretofore to wit on the 6th day of October
AD 1847, John Turner by Allison Curry his Attorney filed in the Office
of the Clerk of the Court aforesaid the following transcript to wit
The State of Ohio Union County Paris Township ss.

Joseph Chusmon
Administrator of the
Estate of John Moore deceased

vs
John Turner
Debt \$ 31. 69
Interest

Plaintiff Costs

Ans issuing Summons 12 1/2

Adjournment 10

Judgment 25

Swearing witnesses 4

Const. serving Summons 20

Witness J. Fisher 25

Defts costs

Ans entering satisfaction 10

Bail 25

Transcript 31 1/4

Suit brought on note which reads \$21 40/100 N.
One day after date promise to pay John Moore or
bearer twenty one dollars and forty six cents
value received as witness my hand and seal this 10th
day of March 1834 witness John Turner Seal
Endorsed March 30th 1834 by Cash for quilloe \$4.00
April 29, 1847. Issued Summons and delivered
the same to William Wells Constable for the appearance
of the defendant May 4, 1847. at 9 o'clock AM,
May 3rd 1847, Summons returned endorsed served
by reading to Defendant. Fee service 10. Mileage 10
May the 1, 1847. W. Wells const. May 4, 1847. 9 o'clock
AM. This day came the parties the plaintiff by
J. J. Fisher, his attorney, the defendant in person
and by agreement of parties this cause is adjourned
for trial on the 3rd day of August 1847. at 9 o'clock
AM, August 3, 1847. 9 o'clock AM, parties appeared
trial had. J. J. Fisher sworn and examined on the
part of the plaintiff. It is therefore considered by me that the said Joseph
Chusmon Administrator of the Estate of John Moore deceased recover of the
said John Turner the sum of thirty one dollars and sixty nine cents, and his
costs herein taxed at eight six and one half cents. Notice of appeal by
defendant. In the action of Joseph Chusmon Administrator of the Estate of John
Moore deceased, against John Turner. I James Turner 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,
James Turner, taken signed and acknowledged, on this 12th day of August
AD 1847, before me James M. Wilkinson J.P. The State of Ohio Union County
Paris Township ss. I do hereby Certify, that the above is a full and true
Copy from my docket, of the proceeding had by and before me in the
above Cause. James M. Wilkinson J.P. of the Township aforesaid,
and afterwards to wit on the 5th day of November 1847. Came Joseph Chusmon
Administrator of the Estate of John Moore dead by J. J. Fisher his Attorney
and filed herein his Declaration in the words and figures following to wit,

The State of Ohio Union County ss. Court of Common Pleas of the Term of October AD 1847, Joseph Christmon Administrator of the ^{Goods} Estate which were of John Moore deceased, at the time of his death who died intestate, by J. H. Fisher his Attorney Complainant of John Turner in a plea of debt for that whereas the defendant on the tenth day of March AD 1834, at the County aforesaid by his certain Obligatory Commonly Called a Single bill, sealed with his seal and now here to the Court Shown, the date whereof is the day and year aforesaid, bound himself to pay to the said John Moore or bearer twenty one dollars and forty six cents One day after the date thereof, which period hath now elapsed whereby an action hath ^{accrued} to the said John Moore to demand and have of the defendant said sum of money, yet the defendant hath not paid the same or any part thereof to the said John Moore in his lifetime or to the plaintiff as Administrator as aforesaid since his death to the damage of the plaintiff as Administrator as aforesaid of fifty dollars thereupon he brings his Suit, and also for that whereas the defendant on the tenth day of March AD 1834, at the said County of Union by his certain other writing Obligatory Commonly Called a Single bill sealed with his seal and now here to the Court Shown the date whereof is the day and year aforesaid bound himself to pay to said John Moore or bearer twenty one dollars and forty six cents, One day after the date thereof which period hath now elapsed, whereby an action hath accrued to the plaintiff as Administrator as aforesaid to demand and have of the defendant said sum of money, yet the said defendant hath not paid the same or any part thereof to the said John Moore in his lifetime or to the plaintiff as Administrator as aforesaid since his death, to the damage of the plaintiff as Administrator as aforesaid of fifty dollars, therefore he sues &c, and also for that whereas the defendant on the tenth day of March AD 1834, at the said County of Union made his certain other writing Obligatory of that date, sealed with his Seal and now to the Court here Shown and then and then delivered the same to the said John Moore, and thereby bound himself to pay to the said John Moore or bearer twenty one dollars and fifty five cents in one day after the date thereof, which period has now elapsed, yet the defendant hath not paid the said sum of money, nor any part thereof to the said John Moore in his lifetime or to the plaintiff as Administrator as aforesaid since his death to the damage of the plaintiff as Administrator as aforesaid of fifty dollars and therefore he brings his suit and also for that whereas the defendant on the first day of March AD 1847, at the County of Union aforesaid was indebted to the said plaintiff as Administrator as aforesaid in fifty Dollars for the price and value of goods, then and there bargained and sold by the plaintiff as Administrator as aforesaid at his request and in fifty dollars for the price and value of goods then & there sold and delivered by the plaintiff as Administrator as aforesaid to the defendant at his request, and in fifty dollars for money then & there lent by the plaintiff as Administrator as aforesaid to the defendant at his request, and in fifty dollars for money then & there paid by the plaintiff as Administrator as aforesaid for the use of the defendant at his request and in fifty dollars for money then & there received by the defendant

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Joseph Christmon
his Attorney
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for the use of the plaintiff as administrator as aforesaid, and fifty
 dollars for money found ^{to be} due from the defendant to the plaintiff as admini-
 -strator as aforesaid. On ^{an} account then & then stated between them
 and whereas the defendant afterwards on the fifth day of March
 A.D. 1847, at the County of Union aforesaid in consideration of the
 premises, then and then promised to pay the said several sums of money
 to the plaintiff as administrator as aforesaid 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 as administrator as aforesaid fifty dollars and therefore
 he brings suit &c. and the said plaintiff brings herein to Court the letters
 of Administration of all and singular the goods and estate which were
 of the said John Moore at the time of his death and which letters were
 after the death of the said John Moore granted on the 3rd day of July A.D. 1839
 granted by the Court of Common Pleas of Madison County, Ohio to the plain-
 -tiff in due form of Law and give sufficient evidence to the said Court
 hereof the said Grant of Administration to the plaintiff By J. Fisher Atty
 and afterwards Court on the 20th day of April 1848, the said Defendant by
 Allison & Curry his Attornies filed herein his plea in the words and figures
 following to wit. John Turner ads. Joseph Chrismon admin. In debt. and
 the said John Turner comes and defends &c and says that he does not owe the said
 sums of money above demanded, or either of them or any part thereof, in manner
 and form as the said Joseph Chrismon hath complained against him, and
 of this he puts himself upon the Country &c and the said plaintiff doth the like
 By Allison & Curry his Atty, the plaintiff will also take notice that the said depen-
 -dant on the trial of this Cause will give in evidence and insist that after the
 making of the said several supposed promises, and undertakings, and coming
 of the said several Causes of action in the said declaration mentioned, if any
 such were made or accrued, and before the commencement of this to wit on the
 17th day of October October A.D. 1842 having previously thereto as Bankrupt, filed
 his petition in the United States District Court in and for the district of
 Ohio, praying to be discharged in full from all his debts, and for a certificate
 of such discharge pursuant to the act of Congress entitled "An act to
 establish a uniform system of Bankruptcy throughout the United States,"
 Approved August 19. 1841. did by the decree of said United States District
 Court, receive a full discharge of and from all his debts owing by him
 at the time of the presentation of his said petition to be declared a Bankrupt
 and that in accordance thereto a copy of said decree and discharge was
 on the 18th day of November A.D. 1842, duly certified to this defendant under
 the Seal of said Court, by the Clerk thereof, which said certificate will be
 offered in evidence as a full and complete bar to this suit. and that
 the said supposed Causes of action in the said declaration mentioned
 if any such there be, and each of them did accrue to the said plaintiffs
 intestate before the said defendant's application as aforesaid, and
 before he became a Bankrupt as aforesaid to wit at the County of Union
 aforesaid By Allison & Curry his Atty, and afterwards Court.

On the 26th day of April 1848, Plaintiffs have leave to amend declaration and Cause continued, and afterwards went on the 29th day of June 1849 this Cause was continued, and afterwards went at the September Term of said Court 1848. This Cause was continued, and afterwards went on the 2nd Day of June 1849. This day came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the said John Turner did assume and promise in manner and form as the said Joseph Chrusimon administrator of the Estate of John Moon deceased hath complained against him and they assess the damages of the said plaintiff by reason thereof to thirty two dollars and seventy four cents, therefore it is considered that the said plaintiff recover of the said John Turner the said sum of thirty two dollars and seventy four cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended Taxed to

Dollars	Cents.
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Motion for new trial overruled and bill of exceptions taken and ordered to be made part of the record, which said bill of exceptions reads in the words and figures following to wit: "Joseph Chrusimon administrator &c. vs John Turner in Debt. In the Common Pleas of Union County, Be it remembered that at the trial of this Cause at the May Term of the said Court of Common Pleas A.D. 1849 the plaintiff to maintain the issue on his part gave in evidence to the Court aforesaid the note of hand set out in his declaration and on which suit was commenced in the Court below and thereupon the said plaintiff having offered no other or further evidence rested his case, the defendant then gave in evidence in bar of the said note his Certificate of discharge as a Bankrupt a copy of which is herewith filed marked (A) and made a part hereof and rested, the plaintiff then offered in evidence by way of rebuttal and in avoidance of the said Certificate verbal testimony, that the defendant had subsequently to his said discharge and before the commencement of this suit made a special promise to pay the said administrator the amount of said note to which evidence the defendant objected, which objection was overruled by the Court and the said testimony was admitted by the Court and no other or further testimony being introduced by either party, the said Court gave their judgment against the said defendant for the amount of said note the defendant then moved the Court for a new trial upon the issue aforesaid, by reason of the supposed error in the admission by the Court, of the said subsequent verbal promise, But the said judges overruled the said motion, whereupon the Counsel of the said defendant made their exceptions to the said opinions of the judges, in admitting the testimony objected to as aforesaid, and in overruling the said motion for a new trial, and in as much as the matters aforesaid do not appear upon the record of the said motion, the Counsel on the behalf of the said defendant prayed that the said Judges would sign and seal this Bill of exceptions, in accordance with the Statute in such Case made and provided, which is done. May Term A.D. 1849 Levi Phelps Esq James R Smith Esq Christian Myers Esq," said Exhibit marked (A) referred to in the foregoing bill of exceptions and filed therewith reads in the words and figures following to wit: "United States District Court, District of Ohio, In Bankruptcy John Turner of Union County a Bankrupt having filed his petition praying to be

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discharged in full from all his debts, and for a certificate of such discharge pursuant to the act of Congress, entitled "An act to establish a uniform system of Bankruptcy throughout the United States," approved August 19, 1841. And it appearing to the Court upon the said petition, and the report of the Clerk and assignee accompanying the same, that the said bankrupt has bona fide surrendered all his property and rights of property, (with the exception of such articles as were designated and set apart by the assignee, and his household and kitchen furniture) and that the said bankrupt has fully complied with and obeyed all the orders and directions which have from time to time been passed by this Court, and has otherwise conformed to all the requisites of said act and that no written dissent to such discharge has been filed by a majority in number and value of his creditors who have proved their debts, and no cause being shown to the Court why the prayer of the petition be not granted; It is therefore by virtue of the act aforesaid ordered, decreed, and allowed by the Court, that the said John Turner be and he accordingly hereby is fully discharged of and from all his debts owing by him at the time of the presentation of his petition to be declared a bankrupt. And it is further ordered, that the Clerk duly certify this decree under the seal of this Court, and deliver the same to the said bankrupt when demanded.

October 19th 1842. I William Miner Clerk of said Court, do certify that the foregoing is a correct copy of the decree and discharge of the said John Turner as the same remains of file and record in said Court.

James Miner
 Seal
 Wm Miner

In testimony whereof I have hereunto set my name and affixed the Seal of said Court, this 18th day of November Anno Domini 1842 and of the American Independence the 67th Year. Wm Miner Clerk.

Thomas Adams Admin
 of Wm S Casey decd
 vs
 The Heirs of Said
 Casey

Case before his Honor, James S. Barber Esq. President and Christian Ingers, Levi Phelps and James R. Smith, his Associates Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the Twenty ninth day of May in the Year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit, on the 25th day of April A.D. 1845, came Thomas Adams Administrator of the Estate of William S. Casey deceased By English T. Martin his Attorney, and filed in the Office of the Clerk of the Court aforesaid his Petition in the words and figures following to wit:

To the Honorable the Judges of the Court of Common Pleas, of Union County, State of Ohio, your Petitioner Thomas Adams Administrator of William S. Casey deceased late of said Franklin County, respectfully represents that said William S. Casey on or about the first day of October A.D. 1836, entered into a contract in writing with one John Collins of Union County O. for the sale and conveyance to the said Collins of the following described Real Estate, to wit: One hundred and twenty acres off of the South part remaining unsold of Survey N. 5307 Virginia Military Land in Union County, excluding the farm on the East side of the road and between the road and Matthias Collins for which said Collins was to pay the sum of three hundred and ninety Dollars, \$390, of which was paid at the execution of the Agreement and the balance in two equal payments of \$130, each payable on the first days of December 1837 and 1838. Said Casey stipulating

such discharge from system of... And it the Clerk and... And Christian... Clerk of the... State of Ohio...

upon the payment of the purchase money at maturity to make a good and sufficient warranty deed for said land, your petitioner further represents that the said William S. Casey in his life time and on or about the second day of October A.D. 1837, also entered into a contract in writing with Samuel Wheeler, of Union County, O., for the sale and conveyance to said Wheeler of the following described land situated in said County of Union to wit: All the balance of survey N. 3507 in the Virginia Military District then remaining unsold the amount sold being 100 acres to Sanghey, 100 acres to Sibole and 120 acres to Patins, which it was then supposed would leave from 130 to 144 acres to be conveyed to said Wheeler, but your petitioner is advised and believes from a survey which has since been made that at the time of making said agreement with Wheeler, there remained of the survey unsold only about 126 acres by the terms of said agreement the said Wheeler was bound to pay for said land at the rate of three Dollars and twenty five cents per acre the last of which was to be paid by the first day of April A.D. 1838, your petitioner further represents that said William S. Casey in his life time and on or about August 17th A.D. 1836, also entered into an agreement in writing with Judah Dodge for the sale and conveyance to said Dodge, of the real estate following to wit 37 1/2 acres of land being survey N. 5724 in the Virginia Military District in said County of Union for which said Dodge was to pay said Casey, the sum of \$940 in installments, the last of which became due October 10th A.D. 1839, your petitioner further represents that before the completion of said contracts, and sometime in the year 1845, the said William S. Casey, departed this life leaving no children but leaving heirs brothers and sisters, Thomas Casey, Silas Casey, John Casey, Edwin Casey, Elizabeth Biggs, formerly Elizabeth Casey, Mrs. Green late Miss Casey, and Louisa Casey and Catharine Casey, his widow, none of whom except the said Catharine, as your petitioner is advised and believes now reside in the State of Ohio, your petitioner further represents that at the December term of the Court of Common Pleas, for the County of Franklin Ohio, for the year 1845, your petitioner was by said Court appointed Administrator of the Estate of said William S. Casey deceased, and that he still continues to be the Administrator of said Estate, and further represents that he is now desirous for and on behalf of the said heirs of the said William S. Casey, to complete the said contracts, that all the said purchasers have on their part substantially complied with the terms of said contracts, or are now ready so to comply, your petitioner makes the said heirs of the said William S. Casey, the said Thomas Casey, Silas Casey, John Casey, Edwin Casey, Elizabeth Biggs, late Elizabeth Casey, Mrs. Green, late Miss Casey, Molly Casey, Louisa Casey, and Catharine Casey, your petitioner therefore prays that an order may be made by this Court, authorizing and appointing him as such Administrator fully to complete said contracts above named, of the said William S. Casey, deceased, and to make and execute deeds of conveyance for and on behalf of the said heirs of the said William S. Casey, deceased to the said purchasers according to the terms and stipulations of their said contracts respectively, Dennis Adams Attorney of William S. Casey, English & Martin Attys. and afterwards to wit on the 27th day of June A.D. 1848, the said Administrator filed herein proof of the publication of the pendency of said petition which reads in the words and figures following to wit: The State of Ohio Union County ss. P. B. Cook Editor of the Argus, Union County, do hereby certify a paper published and in General Circulation in the County aforesaid, makes solemn oath that the notice hereto attached,

in the case of Thomas Adams, Adm. of W. Casey, as the heirs of said. petition to complete real contracts made by decd. that said notice was published in said paper for four consecutive weeks commencing April 25. 1848. & to date sworn to & subscribed in open Court. June 27. 1848 John Cassid Clerk, said Notice sheets attached reads in the words and figures following to wit: Notice Thomas G. Casey, Elias Casey, John Casey, Anisa Casey, Elizabeth Briggs, late Elizabeth Casey, Mrs Greer, late Miss Casey, heirs &c. of William S Casey, late of Franklin Co Ohio deceased, and Catharina Casey, widow of said William S Casey, will take notice that the undersigned as Administrator of said William S Casey, has this day filed his petition in the Court of Common Pleas, of Union Co Ohio. The Object and prayer, of which is to obtain the Order of said Court at its next Term authorizing and appointing the undersigned to complete for and on behalf of the heirs of said William S Casey, certain contracts for the sale and conveyance of certain real estate lying and being in said County of Union, entered into by the said William S Casey, prior to his death, and that they are made parties dependent to said petition Thomas Adams, Adm. of William S Casey, decd. April 25. 1848, and afterwards reads to wit On the 28th Day of June 1848, this Cause came on to be heard as to the matters and things in said petition set forth having reference to the said contracts entered into by the said William S Casey, prior to his death with the said John G. Kirk and the said Samuel Wheeler upon the bill exhibits and testimony, the Defendants still failing to plead answer or demurrer to said bill. The Court on consideration of the premises do Order and decree that the said bill as to the foregoing matters be taken for confessed and the Court being satisfied that the said John G. Kirk has paid, or caused to be paid all the purchase money due or to become due on his said contract, and that John Simpson is the assignee from the said John G. Kirk of said contract, do authorize and appoint the said Thomas Adams, as Administrator of the said William S Casey, deceased, fully to complete the said contract and to make and execute for and on behalf of the said heirs of the said William S Casey, a deed of conveyance of the Land in said contract described to the said John Simpson according to the terms and stipulations of said contract, and it further appearing to the satisfaction of the Court that there is still due from the said Wheeler on his said contract, the sum of two hundred and thirty seven Dollars and eight, one cent (237.¹⁰⁰) they do authorize and appoint the said Thomas Adams as said Administrator on payment being made by said Wheeler, of said amount former due with interest, fully to complete the said contracts of the said William S Casey, with the said Samuel Wheeler, and to make and execute for and on behalf of the said heirs of the said William S Casey, a deed of conveyance for the Land in said contract described according to the terms and stipulations of said contract, and as to the other matters and things in said petition this Cause is continued, and afterwards Court at the September Term A.D. 1848 this Cause was continued, and afterwards Court on the 27th Day of May A.D. 1849, this Cause came on to be heard this day as to the matters and things set forth having reference to the said contract entered into by the said W^m S Casey, prior to his death with the said Judah Dodge, upon the bill exhibits and testimony, and the Defendants still failing to plead answer or demurrer to said bill, the Court in consideration of the premises do Order and decree that the said bill as to the foregoing matters be taken for confessed and the Court being satisfied that the said Judah Dodge, has paid all the purchase money, due or to become due on his said contract, do

Application of the Heirs
and Legal Representatives
of Rufus Boissan Sec

Authorize and appoint the said Demas Adams, as administrator of the said William Casey decd. fully to complete the said Contract, and to make and execute for and on behalf of the said heirs of the said W. S. Casey, a Deed of Conveyance of the Land in said Contract described, and which is described as follows to wit, Three hundred and seventy six acres of Land, being the whole of Survey N^o 5724, in the Virginia Military District in the County of Union & State of Ohio, to the said Judah Gode, according to the terms and stipulations of said Contract, and it is by the Court further ordered, that the said Administrator pay the costs herein taxed at & out of the Assets of said Estate,

Attest: James Kirkhead Jr Clerk,

Application of the Heirs and Legal Representatives of Benj Boissan decd

Plas before His Honor James S. Barber Esq., President and Christian and Legal Representatives Myers Levi Phelps and James R. Smith his Associates Judges, At a Court of Benj Boissan decd of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the Twenty ninth day of May in the year of Our Lord One thousand eight hundred and forty nine. Be it remembered that heretofore to wit on the 29th day of May AD 1849. Came Benjamin Boissan decd. By R. Thomas their Solicitor and filed in the Office of the Clerk of the Court aforesaid their Petition in the words and figures following to wit, To the Honorable Court of Common Pleas within and for the County of Union Ohio, your petitioners John Wren and Mary A. ~~his~~ his wife late the widow of Benjamin Boissan decd. William P. Louisa, and Emma Boissan, the said William P. Louisa, and Emma, being minors by their next friend John Wren and Benjamin B. Vaughan, and James B. Vaughan by their next friend James B. Cogbill, represent that they are the heirs and legal representatives of the said Benjamin Boissan decd. that the said Benjamin Boissan decd. in his lifetime entered into a title bond or obligation for the sale and conveyance of the following described tract of Land situate in the County of Union Ohio to wit, Lot number two (N^o 2) in Survey N^o 5734, entered in the name of John Pido, beginning at a stake in the center of the Dairy road in the east line of the Original Survey, thence with said Original line S. 36. 2. E. 97 poles, to two birches and a sugar tree of the Original corner to the survey, thence with another line of the Original Survey S. 53. 2. W. 136 poles to two beeches, and a water beech, thence N. 36. 2. W. 161 poles with the line of Lot N^o 1, to a stake in the center of the Dairy road, witness a sugar and water beech, thence with the said road and the course thence to the beginning containing one hundred and nine acres, to be with one David Mitchell Esq. for the consideration of the sum of Five hundred and forty five Dollars, two hundred of which to be paid in one year from the delivery of the said title bond or obligation and the remaining three hundred and forty five Dollars in two years from the same time both sums bearing interest according to the tenor and effect of two certain promissory notes given by the said David Mitchell Esq. to the said Benjamin Boissan decd. (The original of which said title bond and the note fully paid up being herewith filed marked A & B) your petitioners further represent that since the death of the said Benjamin Boissan that the said David Mitchell has fully paid up the said notes and the balance which remained due thereon and that they are desirous

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of completing the said title bond or obligation on the part of the said Benjamin Boissan. They therefore pray this Honorable Court to appoint a suitable person to complete the said title bond or obligation on the part of the said Benjamin Boissan dec'd and to make and execute a deed of conveyance to the said David Mitchell 2^d for the said described premises in pursuance of the terms thereof. By W. Thomas their atty. Said title bond marked (D) referred to in the foregoing Petition and filed therewith reads in the terms and figures following to wit. Where all persons that B. Benjamin Boissan of the Town of Petersburg and State of Virginia lawfully and jointly bound unto David Mitchell the 2^d in the sum of One thousand and ninety dollars to be paid to the said Mitchell his heirs or assigns as witness my hand and seal this 12th day of May One thousand eight hundred & forty - The condition of the above obligation is such that whereas the said Benjamin Boissan hath this day sold to the said David Mitchell the 2^d the following piece or parcel of land in the County of Union & State of Ohio to wit. Lot 142 (two) in Survey N. 5134 entered in the name of John Prida, beginning at a stake in the center of the Party road, in the east line of the Original Survey thence with said original line S 77° E 77 poles to two hickories & a sugar oak of the original corners to the Survey, thence with another line of the original survey S 53° W 136 poles to two beeches & a water beech; thence N 36° W 161 poles with the line of Lot 141 to a stake in the center of the Party road, thence Sugar & water beech thence with the road S 78° W to the beginning containing One hundred and nine acres, for the consideration of the sum of five hundred & forty five dollars, two hundred dollars of which is to be paid in one year from the delivery of this title bond and the remaining three hundred and forty five dollars, in two years from the same time both sums to bear interest according to the tenor & effect of two certain notes given for said sums to the said Boissan by the said Mitchell & payable as above, now if the said Mitchell shall well and truly pay to the said Boissan the said notes when they shall become due and payable with the interest which may have accrued then the said Boissan is to make and execute unto the said Mitchell his heirs or assigns a deed of general warranty for the said land - but if the said Mitchell shall fail to make payment of the notes as aforesaid then and in that case this obligation to be void and of no effect -

B. Boissan Dec'd Said and recorded August 16th 1840 in Vol 7 page 142. Said note marked (D) read in the words and figures following to wit. One year after date for value received I promise to pay Benjamin Boissan or Order the sum of two hundred dollars with interest from this date June 20th 1840. David Mitchell 2^d. Dec 22, 1841 received on the within One hundred dollars B. Boissan by Wm Thomas, Feb 15, 1845, 200 on the within second five dollars B. B. by W. Thomas June 13 1846. By cash on the within note in full Sixty eight dollars & cts W Thomas for R. J. Two years after date for value received I promise to pay Benjamin Boissan or Order the sum of three hundred and forty five dollars, with interest from this date June 20th 1840. David Mitchell 2^d. Vam 13, 1846. By cash on the within fifty five dollars, (Apr 20, 1847) by cash One hundred five dollars W Thomas, May 20, 1848. By cash on the within for W Thomas \$38.74 cents, July 12/49. by \$65 for B. Boissan, Oct 16, 1849, by cash for W Thomas, \$88.50 - April 17 1849. - By cash on the within & Co. May 17, 1849. By cash bal & in full \$115.00 The within notes have been fully paid up and satisfied to Benjamin Boissan partly in his lifetime and to his administrator after his death by David Mitchell 2^d as will be seen by the credits entered hereon May 17. 1849. Wm Thomas, atty for B. Boissan and his admin, and afterwards David on the 29th day of May 1849. This settlement was

Joel Buttle
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to be heard upon the petition pro & testimony, and the Court having fully examined the same are satisfied that the said title bond or obligation was made and entered into by the said Benjamin Bissau decd, in his life time, and that the said David Mitchell esq hath in all respects complied with the parts of the said title bond or obligation to be by him complied with, and that the said Benjamin Bissau decd, before his death, failed to comply with the terms of said obligation or title bond, on his part to be complied with, the Court do further find that the said Benjamin Bissau, Peter Bissau, James Bissau, William P. Bissau, Louisa Bissau, Emma Bissau John Ken Una Mary Ken, formerly the widow of the said Benjamin Bissau decd, and Benjamin Vaughan and James B Vaughan, are the only heirs and legal representatives of the said Benjamin Bissau decd, the Court do therefore order and decree that Mary Thomas, whom they deem a suitable person for that purpose be authorized and appointed, fully complete the said title bond or obligation of the said Benjamin Bissau decd, and further to make and execute a deed of conveyance for and on behalf of the said heirs and legal representatives of the said Benjamin Bissau decd, for the premises in the said petition described according to the terms and stipulations of said title bond or obligation of the said Benjamin Bissau decd, and to deliver the said deed to the said David Mitchell Esq, and it is further ordered that the said pay the costs of this suit, and that the minor heirs of the said Benjamin Bissau decd, have leave to open this decree at any time within six months after they come of age,

Attest, James M. Madep, Clerk,

Joel Buntles
William Gabriel
John Gabriel &
Dixon Mitchell

Pleas before his Honor James S. Herbert Esq. President and Christian Myers Levi Phelps and James R. Smith his associates Judges. At a Court of Common Pleas begun and held at the Court House in the town of Mansfield within and for the County of Union and State of Ohio. On the Twenty ninth day of May in the year of Our Lord One thousand eight hundred and Forty nine. Be it remembered that herefore to wit on the 29th Day of May A.D. 1849. Came Joel Buntles By Swague W. Bates his Attorney, and filed herein the following note and power of Attorney to confess Judgment thereon to wit \$1724. Columbus Sept 8, 1840. On or before the twentieth day of November A.D. 1842 we jointly and severally promise to pay Joel Buntles or order sixteen hundred and twenty four dollars for value received W^m Gabriel, John Gabriel, Dixon Mitchell. We do hereby jointly and severally authorize W^m Bates Esq or any other Attorney at Law in the State of Ohio to appear in any Court of record in said State at any regular term of such Court not prior to the twentieth day of November A.D. 1842, and waive the issuing and service of process, and confess a judgment against us or any or either of us or the survivor or survivors of us and in favor of Joel Buntles or his executors administrators or assigns for the sum of sixteen hundred and twenty four dollars being the amount of the note hereto annexed and of even date herewith and thereupon to release all error and to waive all right and benefit of appeal W^m Gabriel, John Gabriel, Dixon Mitchell. The endorsement thereon reads as follows to wit. Received at Mansfield for which receipts were given at the time, the interest on this note to December 11, 1844. Rec^d Feb^y, 1846. The interest on this note to date and also three hundred and forty two ²⁵/₁₀₀ dollars on acct of principal

Received on this note Dec 22, 1846. The interest to date also four hundred and two dollars
 Sixty Cents on the principal, and afterwards writ on the said 29th Day of May
 1849. The said Plaintiff filed herein his Declaration in the words and figures following
 To wit The State of Ohio Union County, Court of Common Pleas May Term 1849, Joel
 Bittles Plaintiff Complainer William Gabriel, John Gabriel & Oron Mitchell
 Defendants in this suit in a plea of Debt: for that whereas the said Defendants on the
 first day of May 1849, in Union County aforesaid were indebted to the said plain-
 tiff in the sum of Eleven hundred dollars for so much money then and there had and
 received by the Defendants for the use of the plaintiff and also in the further sum of Eleven
 hundred dollars for so much money then and there by the plaintiff lent and advanced
 to and paid, laid out and expended for the Defendants at their request, yet the said
 Defendants have not paid the said several sums of money, nor either of them, nor any part
 thereof, to the damage of the said Plaintiff One hundred dollars: and therefore he
 brings suit &c. Swayne & Bates Attorneys for Plaintiff, and afterwards writ on the 29th
 day of May 1849, the Defendants by Sorenz English their attorney filed herein their plea in the words
 and figures following To wit, William Gabriel, John Gabriel & Oron Mitchell and Joel Bittles,
 and the said Defendants by Sorenz English Esqr. their attorney and by virtue of a warrant of
 attorney for that purpose executed by said Defendants waived the issuing and service of process,
 admits that said Defendants do owe and are indebted to the said Plaintiff in the sum of
 11 Eleven hundred dollars, and that the said Plaintiff has sustained damages by reason
 of the detention thereof to twenty three and 2/3 dollars, and confess judgment in favor of said
 Plaintiff and against said Defendants for the said sum of Eleven hundred dollars
 Debt and twenty three & 2/3 dollars damages and release all error, and waives all
 right and benefit of appeal in behalf of said Defendant, Sorenz English Attorney
 for Defendant, and afterwards writ on the 29th day of May 1849 this day came into
 Court Joel Bittles by Swayne & Bates his Attorneys and filed his declaration against the said
 William Gabriel, John Gabriel and Oron Mitchell and thereupon English & Martin Attorneys
 of this appeared in Open Court in behalf of the said Defendants and by virtue of a warrant of
 attorney for that purpose executed by said Defendants and now produced in Open Court
 and duly sworn waived the issuing and service of process and acknowledged that the said
 Defendants are indebted to the said Plaintiff, in manner and form as the said Plaintiff
 hath in his said declaration alleged against him and confessed that they do owe to
 the said Plaintiff the sum of Eleven hundred dollars and that the said Plaintiff hath
 sustained damages by reason thereof to twenty three dollars and seventy two cents.
 Therefore it is considered that the said Plaintiff recover of the said Defendants the said sum of
 11 Eleven hundred dollars his debt aforesaid and also his damages of 23 2/3 aforesaid
 so confessed as aforesaid and also his costs in this behalf expended Taxed to
 Dollars, and by virtue of the same Warrant of Attorney all errors are released by
 said Defendants,

Attest, James W. Hudey, Clerk

William Wiley Assignee
 of Forest & Collette

R. S. Maynard & others

L. S.

William Wiley Assignee
of Forest Deolittle

R. S. Maynard et al

L.S.

Plas before his Honor James S. Fort et al, President and Christian Weyer
 Levi Phelps and James R. Smith his associates Judges, At a Court of Common
 Pleas begun and held at the Court House in the Town of Mansfield within and for
 the County of Union and State of Ohio, on the Twenty ninth day of May in the
 year of Our Lord One thousand Eight Hundred and Forty nine. Be it remembered
 that heretofore to wit on the 19th day of September 1848 William Wiley Assignee of Forest
 Deolittle by M. D. Corwin his attorney, succeeded out of the Clerk's office of the Court of
 said the following writ of Summons to wit State of Ohio Union County, ss. To the Sheriff
 of said County Greeting: We Command you to summon R. S. Maynard, Alonzo Smithham
 and John Cassil, to appear forthwith before the Judges of our Court of Common Pleas,
 in and for the County aforesaid, at the Court House in said County, to answer unto
 William Wiley Assignee of Forest Deolittle in a plea of Assumpsit Damages Two hundred
 Dollars and have you then there this writ. Witness John Cassil Clerk of said Court
 at the Court House aforesaid this 19th day of September 1848. John Cassil Clerk
 Upon which said writ was the following endorsement to wit, This writ is brought to
 recover the principal and interest due on a promissory note for \$150 given by the defendants
 to Deolittle & Phelps bearing date 19th July 1847 payable six months after date, on which
 there is a credit of \$32.00 M. D. Corwin App. Atty. We hereby acknowledge service
 of the within writ, September 19, 1848. R. S. Maynard, John Cassil, A. Smithham,
 And afterwards to wit on the 23rd day of September 1848, The said plaintiff By
 M. D. Corwin his attorney, filed herein his Declaration in the words and figures
 following to wit, The State of Ohio Union County, Court of Common Pleas of the County
 of September 1848, Union County, ss. William Wiley, Complainant of Rufus S.
 Maynard, Alonzo Smithham & John Cassil in a plea of Assumpsit, for that whereas the
 said Rufus S. Maynard, Alonzo Smithham & John Cassil, on the nineteenth day of July 1847
 at Union County aforesaid made their certain note in writing & delivered the same to
 Deolittle & Phelps & thereby promised to pay the said Deolittle & Phelps or bears the sum
 of one hundred and fifty dollars to be paid six months after the date of said promissory
 note for value received which period has now elapsed & the said Rufus S. Maynard, Alonzo
 Smithham & John Cassil then & there in consideration of the promise to pay the amount of
 said note to the said Deolittle & Phelps according to the tenor & effect thereof; and
 whereas afterwards to wit on the 22nd day of July 1847, the said Rufus S. Phelps one of the
 said firm of Deolittle & Phelps assigned the one half of said promissory note & being the
 amount of his interest in said promissory note to Forest Deolittle the other partner of the said
 firm of Deolittle & Phelps and whereas also afterwards to wit on the same day and year
 last aforesaid the said Forest Deolittle assigned the said promissory note to the said
 William Wiley, whereas the said Rufus S. Maynard, Alonzo Smithham, & John Cassil, had
 notice & then & there in consideration of the promise to pay the amount of said
 note to the said William Wiley, according to the tenor and effect thereof, yet the said Rufus
 S. Maynard, Alonzo Smithham & John Cassil, have disregarded their promises and have
 not paid the said sum of money nor any part thereof to the damage of the said
 William Wiley in the sum of two hundred dollars & therefore sue &c. M. D. Corwin
 App. Atty. And afterwards to wit on the 29th day of May 1849 this day
 came the said Plaintiff By M. Corwin his attorney, and the said R. S. Maynard
 Alonzo Smithham and John Cassil through solemnly called came not but made
 default: Whereupon it is considered that the said Plaintiff ought to recover

his damages by reason of the premises, and neither of the parties signing a
 Vry and the Court being fully advised in the premises: do assess the Damages
 of the said Plaintiff to One Hundred and thirty eight Dollars & fifty seven Cents
 Therefore it is considered that the said Plaintiff recover of the said R. S. Maynard
 Hays Tricketham and John Cassil, the said sum of One hundred & thirty eight Dollars
 & fifty seven Cents his damages as aforesaid in form aforesaid assessed and also his
 Costs in this behalf expended taxed to Dollars Cents
 and it is further ordered by the Court that in the Collection of said above judgment
 the property of R. S. Maynard and Hays Tricketham principals be first
 exhausted before proceeding against the security John Cassil.

Attest, James Win Madef Clerk,

James A. McLain
 vs
 John Cassil

L.S.

Pleas before his Honor James S. Roberts Esq. President and Christian Myers
 Levi Phelps and James R. Smith, his associates Judges. At a Court of Common
 Pleas, begun and held at the Court House in the Town of Marysville within and
 for the County of Union and State of Ohio, on the twenty ninth day of May in
 the year of our Lord One thousand Eight hundred and forty nine,
 Be it remembered that heretofore to wit on the 20th day of September A.D. 1845
 James A. McLain By John H. Young his attorney said Clerk of the Court of the
 County of Union, Ohio, the following writ of Summons to wit: State of Ohio
 Union County ss. To the Sheriff of said County Greeting: We command you to
 summon John Cassil 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 A. McLain in a plea of Assumpsit Damages Four hundred and
 fifty dollars, and have you then there this writ virtues John Cassil Clerk of
 said Court, at the Court house aforesaid this 20th day of September, 1845
 John Cassil Clerk, upon which said writ was the following endorsement to wit
 Suit brought on note of hand given by defendant to James H. Gill, payable to him
 or bearer for \$370,00 dated Sept 6, 1847 due one day after date, whole amount of
 principal and interest due and unpaid, also for money had received, money lent
 goods sold & delivered &c, &c, John H. Young, atty for Plff. I acknowledge due & legal
 service of the within summons this 20th Sept, 1845 - September Term 1845, John Cassil
 and afterwards to wit on the 20th day of September A.D. 1845, the said Plaintiff By
 John H. Young his attorney filed herein his Declaration in the words and figures
 following to wit: Union County, Court of Common Pleas of the Term of September
 A.D. 1845. The State of Ohio Union County ss, James A. McLain Complains of John Cassil
 in a plea of Assumpsit, for that whereas the defendant, on the sixteenth of September
 in the year eighteen hundred and forty seven at the County of Union aforesaid
 made his certain promissory note in writing, and thereby promised to pay to
 James H. Gill, or bearer the sum of three hundred and seventy one Dollars, one
 day after the date thereof, which period has now elapsed, and the said
 James H. Gill, then and there delivered transferred and assigned the said note
 to the plaintiff, and he then and there became, and was, and is, the lawful bearer

Wm. Phelps
 vs
 R. S. Maynard & others

L.S.

requiring a
The Damages
by seven cents
R. S. Maynard
eighty eight Dollars
and also his
cents
above judgment
to be paid

Christian Myers
Court of Common
Law within and
for the County of
Union and State of
Ohio on the
twentieth day of
May in the year
of our Lord one
thousand eight
hundred and
forty eight
the Clerk of the
Court of Common
Pleas of the County
of Union and State
of Ohio do hereby
certify that the
above judgment
is just and
correct

things and the defendant in consideration of the premises then and there promised to
pay the amount of the said note to the plaintiff, according to the tenor and effect thereof;
but the said defendant has disregarded his promises and hath not paid any of the
said moneys or any part thereof to the damage of the plaintiff of four hundred and
fifty dollars, and therefore he sues the said John A. Young etc. for 1000, and afterwards
to wit, on the 29th Day of May 1849, this day came the said James A. McLean by
Mr Young his attorney, and the said John Cassil though solemnly called came not
but made default whereupon it is considered that the said plaintiff ought to recover
his damages by reason of the premises and neither of the parties requiring a Jury and
the Court being fully advised in the premises, do assess the damages of the said
plaintiff to four hundred and eight Dollars and ninety cents. Therefore it is consid-
ered that the said plaintiff recover of the said John Cassil the said sum of
four hundred and eight Dollars and ninety cents his damages as aforesaid in form
aforesaid assessed and also his costs in this behalf expended taxed at
Dollars,

Attest, James A. McLean Clerk,

Milford Phillips
vs
R. S. Maynard & others

L. S.

Pleas before his Honor James S. Fort Esq. President and Christian
Myers, Levi Phelps and James R. Smith his associates Judges, At
a Court of Common Pleas begun and held at the Court House in the Town
of Mansfield within and for the County of Union and State of Ohio, on the
twenty ninth Day of May in the year of our Lord one thousand eight
hundred and forty nine, - Be it remembered that heretofore to wit on
the 13th Day of September 1848, Milford Phillips by Allison Curry his
attorney sued out of the Clerk's Office of the Court aforesaid the following
Writ of Summons to wit, State of Ohio Union County S. To the Sheriff of said
County Greeting; We Command you to summon R. S. Maynard, A. Wickham
and John Cassil 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 Milford Phillips in a plea of
Assumpsit damages three hundred Dollars, and have you then show
this writ. Witness John Cassil, Clerk of said Court, at the Court house aforesaid
this 13th day of September 1848, John Cassil Clerk, upon which said
Writ was the following indorsement to wit, Suit brought on a note of hand made
by defendants to Plaintiff and one Forest Corlitt in their then partnership name
of Corlitt & Phillips as bears, for two hundred and forty eight Dollars, and forty
four cents payable twelve months after the date thereof, dated July 19, 1847 and
bearing thereon and endorsement dated Dec 11, 1847 by which the interest of the
said Corlitt therein was transferred to the plaintiff &c also for goods sold and
delivered, money had and received &c. Damages claimed as due \$300.00
Allison Curry atty for Plff; We hereby acknowledge service of the within
Writ September 13, 1848, R. S. Maynard, A. Wickham John Cassil, and afterwards
to wit, on the 1st Day of November 1848, the said plaintiff by Allison Curry
his attorneys filed herein his Declaration in the words and figures following
to wit, The State of Ohio Union County S. Court of Common Pleas of Union County,

of the Term of September A.D. 1848. Mizora Philips Complainant of R. S. Maynard, A. Smithham and John Cassie in a plea of assumpsit. For that whereas, the defendants on the nineteenth day of July 1847 at the County of Union aforesaid, made their promisory note in writing and delivered the same to the plaintiff and one Forest Deolitte and thereby then and there promised to pay to the said Mizora Philips and Forest Deolitte by their then partners his name of Deolitte Philips, - bearer two hundred and forty eight dollars and forty four cents, twelve months after the date thereof; which period hath now elapsed, and the said Forest Deolitte afterwards, to wit, on the eleventh day of December 1847 at the County aforesaid, assigned his interest in the said note to the said plaintiff and he then and there became, and was, and is, the lawful bearer thereof; whereof the said defendants then and there had notice, and then and there in consideration of the premises promised to pay the amount of the said note to the said plaintiff, according to the tenor and effect thereof; And whereas also, the defendants on the first day of September A.D. 1848 at the County of Union aforesaid were indebted to the plaintiff in the sum of three 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 three hundred dollars, for work then and there done and materials for the same provided by the plaintiff for the defendants at their request, and in three hundred dollars, for money then and there had and received by the defendants, for the use of the plaintiff, and in three 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 day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein last afove mentioned on request; yet the defendants have disregarded all their said promises and have not, nor hath either of them paid any of the said moneys or any part thereof; either to the said Deolitte or Philips or to the said plaintiff, to the damage of the plaintiff of three hundred dollars; and therefore he brings his suit, by Allison Cuny his atty, and afterwards to wit on the 29. Day of May A.D. 1849 this day came the said Mizora Philips by Messrs Allison Cuny his attorneys and the said R. S. Maynard, A. Smithham and John Cassie, though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises assesses the damage of the said Mizora Philips to two hundred and sixty one Dollars and twenty seven cents, therefore it is considered that the said Mizora Philips recover of the said R. S. Maynard, A. Smithham and John Cassie the said sum of Two Hundred and sixty one dollars and twenty seven cents, his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at _____ Dollars _____ Cents, and it is further ordered by the Court that in the collection of said above Judgment, the property of R. S. Maynard & A. Smithham principals be first exhausted before proceeding against the Security John Cassie,

Attest. James Knickerbocker, Clerk,

The President & Directors Company of the Clinton Bank of Columbus

Silas G. Strong
Stephen McLean
Ransom Clark

L. 3.

The President Directors Company
 of the Clinton Bank of Columbus
 by
 Silas G. Strong
 Stephen McLain &
 Ransom Clark

Pleas before his Honor James S. Herbert Esq. President and Christian Byers
 Levi Phelps and James R. Smith his associates Judges. At a court of common Pleas
 begun and held at the Court House in the Town of Mansfield within and for the County
 of Union and State of Ohio. On the twenty ninth day of May in the year of our Lord one
 thousand eight hundred and forty nine. Be it remembered that heretofore
 to wit. On the 19th Day of June A.D. 1848. The President Directors and Company of the
 Clinton Bank of Columbus By W. D. Winsor, their attorney, sued out of the Clerks
 Office of the Court aforesaid the following writ of Scire Facias to wit. The State of Ohio Union
 County ss. To the Sheriff of said County Greeting: Whereas the President Directors and Company
 of the Clinton Bank of Columbus on the third day of October A.D. 1837 in our Court of Common
 Pleas, within and for the said County of Union recovered a judgment against Silas G. Strong
 Stephen McLain and Ransom Clark, in a certain action of assumpsit for the sum of one
 thousand and fifteen Dollars and thirty cents Damages and Seven Dollars and five cents
 Costs, amounting in all to one thousand and twenty two Dollars and thirty five cents,
 also the sum of thirty three Dollars forty two cents the increase costs on said judgment
 as it appears of record, and whereas the said judgment still remains unsatisfied
 as we are informed by the said President Directors and Company of the Clinton Bank of
 Columbus, we therefore command you that you make return to the said Silas G. Strong
 Stephen McLain and Ransom Clark, that they appear before the Judges of our said
 Court of Common Pleas, at the Court House in Mansfield on the first day of their next
 Term, to show cause if any there be why the said President Directors and Company
 of the Clinton Bank of Columbus, ought not to have execution against them
 of the Damages and Costs aforesaid, and further to do and receive what our
 said Court shall then and there consider of them in this behalf, and have you
 then show this writ. Witness John Cassie Clerk of our said Court at the Court House
 in Mansfield this 19th Day of June A.D. 1848. John Cassie Clerk, and afterwards
 to wit on the 28th Day of June A.D. 1848, said Sheriff returned said writ endorsed
 as follows to wit. Served this writ by delivering a certified copy thereof to the
 within named Ransom Clark, June 22nd 1848. The other Defendant not found
 Philip Snider Sheriff. And afterwards to wit on the 2nd Day of September 1848
 this Cause was continued, and afterwards to wit on the 30th Day of May A.D. 1849
 this day came the said plaintiff by their attorney and the said Silas G. Strong, Stephen
 McLain and Ransom Clark though solemnly called came not but made default,
 therefore it is considered that the said plaintiff have his execution against the said
 Defendants, of the Damages and Costs aforesaid, according to the force form and effect
 of the said recovery and also that the said plaintiff recover of the said Defendants
 the sum of _____ Dollars for Costs by them about this writ in this behalf
 expended,

L. 3.

Attest, James W. Kadeff Clerk,

W^r J Semison & Co
vs
Albert M Hathaway

Pleas before his Honor James V. Fortwell Esqr. President and Christian Myers
Seri Phelps and James R Smith his Associates Judges. At a Court of Common Pleas
begun and held at the Court House in the Town of Marysville within and for the
County of Union and State of Ohio. On the Twenty ninth day of May in the year of our
Lord One thousand eight hundred and Forty nine.

Be it remembered that heretofore writ on the 30th day of May AD 1849. W^r J
Semison & Co By Allison Kany their Attornies filed in the Clerks Office of the
Court aforesaid the following Transcript writ.

W ^r J Semison & Co	Notified thereupon I issued a summons March 15, 1849
vs	for appearance on the 21 st inst. Returned undersigned
Albert M Hathaway	this writ on the 18 th day of March by leaving an attested copy
Debt	with debt wife Fees Transit 20 Service 10 Copy 12 ^{cts} (42 ^{cts})
Summons	31.58 & Hammond Const, March 21 st 1849. 4 o'clock P.M. Debt
Satisfaction	.12 ^{cts} failed to appear Judgt. by default on a note dated Sept 4, 1847
Judgt.	.10 due twelve months after date for thirty dollars interest a six
Execution	.25 six months. Interest being calculated it appears there is due
Execution	.25 pd. thirty one dollars & eighty eight cents. Therefore Judgmt
Constable Sum	.42 ^{cts} is rendered against Debt for thirty one dollars and eighty eight
on ex	.10 cents Debt & the costs taxed at 77 ^{cts} cents. Execution issued
on ex	.40 April 16, 1849. Execution returned undersigned the within named

person Albert M Hathaway. I believe hath no goods or chattels whereunto Levy
at this time April 24, 1849. Fees Transit 20, Service 20, Lamb Ballinger Const.

Execution issued 30 May 1849. Execution ret. und. The within named Hathaway
hath not any goods or chattels whereunto Levy. Fees. Transit 20, Service 20, C. Hammond

Debt Const. The State of Ohio Union County Liberty Township Es. I do hereby certify
that the above is a full and true copy from my docket of the proceeding had by &

before me in the above cause. M. H. Wadhams J.P. of the aforesaid Township.
This is to certify that I believe the said Hathaway has real estate in the Township

of Liberty Union Co Ohio. M. H. Wadhams J.P. This Transcript 31. And thereupon
the following writ of Scire Facias was issued out of the Clerks Office aforesaid writ.

The State of Ohio Union County. To the Sheriff of said County Greeting: W. J. Semison & Co
on the 21st day of March 1849. Recorred a Judgment before M. H. Wadhams one of the Justices of

the Peace within and for the County of Union for the sum of thirty one dollars and eighty eight cents
Debt and twenty eight ^{cts} costs of suit against Albert M Hathaway upon which said judgment

an execution was issued by the said M. H. Wadhams, and returned no goods or chattels found where-
unto Levy, but the defendant is possessed of real estate subject to his debts as does appears by

a transcript of said judgment and proceeding, 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 Albert M Hathaway, to appear before our said Court of Common Pleas, forthwith to
show cause if any there be why execution should not issue against his lands and tenements

unto, to satisfy said judgment and further to do and receive what our said Court shall there
and there consider of him in this behalf, and have you show this writ. Witnesses

James Kirkhead, Clerk of our said Court at Marysville this 30th day of May AD 1849.
James Kirkhead, Clerk, And afterwards writ. On the 31st day of May 1849 said Sheriff

returned said writ undersigned as follows to wit. Served this writ May 31st 1849 by delivering a
certified copy thereof to the within named Albert M Hathaway. Philip's Indian Sheriff

V.S.

Allen W Pharis Esqr
Robert Pharis deced
vs
May Pharis & als

and afterwards found on the 31st Day of May 1849. This day came the said W. S. Jensen & Co by his attorney and the said Albert M. Hathaway though solemnly called came not but made default, and no cause being shown why execution should not issue from this Court therefore it is considered that the said W. S. Jensen & Co, have their execution against the goods and Chattels, Lands and Tenements of the said Albert M. Hathaway, for the debt and Damages and Costs due on said judgment below to wit: \$31.88 Cts + 75% cents Costs with interest thereon from the 21st Day of March 1849. and \$1.61 subsequent Costs in the Court below and also his Costs in this behalf expended Taxed at Dollars,

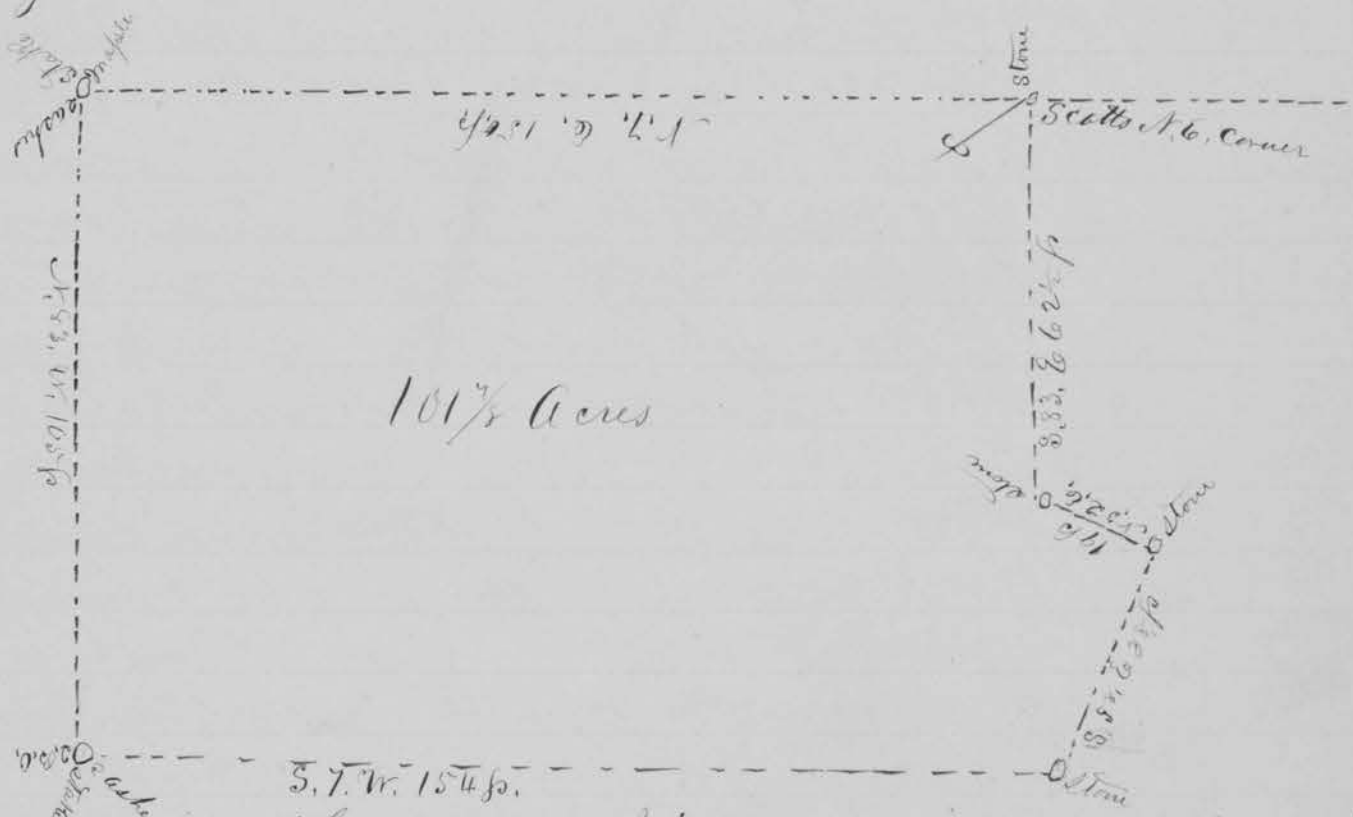
Attest, James W. Madock Clerk,

Allen W Pharis Execr
Robert Pharis deced
vs
May Pharis Et als

Was before his Honor James S. Torbert Esq. President and Christian Myers Levi Phelps and James R. Smith his associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the twenty ninth day of May in the year of our Lord One thousand eight hundred and Forty nine. Be it remembered that heretofore to wit on the 10th day of April 1845. Allen W. Pharis Executor of Robert Pharis deceased By Clerk & Witter his attorneys filed in the Office of the Clerk of the Court aforesaid his Petition in the words and figures following to wit: To the Court of Common Pleas within and for the County of Union & State of Ohio. Allen W. Pharis Executor of the last will & testament of Robert Pharis deceased late of Union County Comes and Shows the Court by way of Petition that on the 30th day of August A.D. 1838. The said Robert Pharis then in life but since deceased entered into a written Contract to wit a penal bond with one Harvey Steels for the sale & conveyance to the said Steels or his assigns by General warranty deed of the following Real Estate, Situate in said County of Union as described as follows to wit: All that part of Survey N. 3693. lying ten (10) waters of Bokes Creek, beginning at N. E. corner of John Wood Survey N. 3692. running thence N 7 1/2 E one hundred and fifty six (156) poles to Bokes Creek, running thence down with the meanders of the Creek to the corner of Lot N. E. owned by Jonathan Jones; thence with the W. line of Lot N. E. to the N. line of the Survey, thence with the original line of the Survey, to the place of beginning supposed to contain One hundred and ninety (190) acres. Your petitioner further represents that the said Harvey Steels, agreed to pay the said Robert Pharis ten dollars per acre for said real estate in manner following to wit: four hundred (\$400) dollars at the time of entering into said Contract - Six hundred (\$600) dollars on or before the 15th day of October next (thence ensuing) - Three hundred (\$300) dollars on or before the 1st day of May 1839. - and Six hundred (\$600) dollars in three equal Annual payments from the 1st day of April 1839. Your petitioner further represents that the said Robert Pharis reserved in said written agreement two or three acres of said real estate, on the Creek at the corner of said Lot of same, all of which will more fully appear from said written Contract which is filed herewith marked (A) and made part hereof; Your petitioner further represents that the said Steels has fulfilled his part of said written agreement - that said purchase money is paid or ready to be paid and that one hundred and ten acres of said real estate has been assigned to your petitioner. By the said Steels in lieu of the balance due on the original purchase money, the said balance

was due to your petitioner it having been bequeathed to him by the said Robert Pharis, by his last will, as shown by the same, and your petitioner further represents to the Court, that the said Robert Pharis made his penal bond to George D Beebe, in the sum of seven hundred dollars, conditioned to make to the said Beebe, a good and sufficient warranty deed for the following described premises, to wit: One hundred acres of land, lying and being on the waters of Bogues Creek, being a part of Survey N^o 3693, adjoining lands of Titus Chauger, on his East, & Lot N^o 5, on the north where Samuel C. Pharis then lived, which is more particularly described in a plat here ready to the Court to be shown, marked (B) that the said Beebe assigned said penal bond to your petitioner, that the purchase money has been paid all of which will more fully appear from said penal bond which is filed herewith marked (C) and made part hereof - your petitioner further represents that the said Robert Pharis departed this life in year 1834, leaving your petitioner, the executor of his last will & testament, that your petitioner regularly qualified himself, in the full judgment of said appointment, your petitioner further represents that the said Robert Pharis died without completing said contracts, that in as much as said several contracts have been fulfilled by the payment of the purchase money, your petitioner is therefore desirous of having said contracts completed by conveying to the said Harvee Steels one hundred acres of said land, and having the balance of the said land which was assigned by said Steels conveyed to your petitioner as also the tract so sold to the said Beebe, conveyed to your petitioner, your petitioner further represents that the said deed was dated bearing date the said Robert Pharis's widow who takes under the said will in lieu of dower, and the following persons his heirs to wit, Jonathan Jones and Lydia his wife, late Lydia Pharis, and Martin Pharis, who reside in Porter County, Indiana Samuel C. Pharis who resides in Butler County, Ohio, Joel Pharis, who resides in De Witt County, Missouri & Henry Goodrich and Amy his wife late Amy Pharis who reside in Union County, your petitioner therefore prays, that the said widow, and the said heirs of the said Robert Pharis above named be made parties defendants here to, and that on final hearing of this cause the Court may appoint and empower some suitable person to complete said contracts by conveying to your petitioner as assignee of the purchasers, such portions of the above described lands as he is entitled to have a conveyance for, and also to authorize your petitioner as executor as aforesaid to convey to the said Steels, that portion of said real estate as he is entitled to, (see & writer attes for Petitioner, said Exhibit marked (A) repeated in the foregoing petition audited therewith reads in the words and figures following to wit: Know all men by these presents that I Robert Pharis am held & firmly bound unto Harvee Steels, in the full sum of three thousand dollars, to the payment of which bond and truly to be made I bind myself my heirs Executors & Administrators jointly, by these presents sealed with my seal and dated this 28th day of August, AD 1835. The condition of the above bond is such that whereas the above named Robert Pharis has this day sold unto the said Harvee Steels, a certain piece or parcel of land being all that part of Survey N^o 3693, situate and lying on the waters of Bogues Creek, in the Townships of Seabury Union County, Ohio contained in the following boundaries to wit, beginning at the N. E. Corner of John Woods Survey number 3692, running thence N. 7th & one hundred & fifty six (156) poles to Bogues Creek, running thence down with the meanders of the Creek, to the Corner of Lot N^o 5, owned by Jonathan Jones, thence

with the N. line of Lot 108, to the N. line of the Survey, thence with the Original line of the Survey to the place of beginning, supposed to contain one hundred and ninety acres, for which the said Harvey Steels, agrees to pay to the said Robert Pharis the sum of ten dollars per acre, in manner following to wit: Five hundred dollars at the executing hereof, and the residue as follows. Six hundred dollars on or before the 15th day of October next, also five hundred dollars on or before the 15th day of May 1839 and six hundred dollars in three equal annual payments from the 1st day of April 1839, now on the receipt of the second payment being made by the said Harvey Steels, to the said Robert Pharis, of the said Pharis does convey said premises to said Steels, or his assigns by a good & sufficient general warrantee deed, then this bond is to be null and void, else in full force & virtue, said Pharis reserves two or three acres on the creek at the corner of the said lot of land, also he reserves all the crops now growing, Robert Pharis Clerk, Attest, John P. Brothers, said Plat referred to in the foregoing petition reads in the words and figures following to wit:



Surveyed for Allen Pharis and Neelore, beginning at a Stone N. E. Corner to Frank Scotts land thence N. 7. East 177 poles to a stake & ashes and a maple, thence North 83. W. 105 poles to a stake & a maple & ashes then S. 7. W. 154 ft. to a stone near the creek then S. 58. E. 38 poles, to a stone in the center of the road then N. 33. E. 15 poles to a stone then S. 53. E. 62 1/2 poles to the beginning containing one hundred and one and seven eighths of an acre May the 15. 1847. William J. Inver County Surveyor, U. C. C., said general bond to the said Beckee referred to in the foregoing petition reads in the words and figures following to wit: Know all men by these presents that I Robert Pharis of the County of Union and State of Ohio do find myself my heirs Executors and Administrators and every of them unto Seneca D. Beckee in the penal sum of seven hundred dollars current money of the State of Ohio, the Condition of the above bond is such that if the above named Robert Pharis, does make or cause to be made unto the above named Seneca D. Beckee a good and sufficient general warrantee deed, for one hundred acres of land lying and being on the waters of Pokies Creek, being a part of Survey N. 3693, adjoining lands of Letus Cleverous, which east line and lot N. 5, and the north where Samuel C. Pharis now lives, then this obligation to be void and of no effect otherwise to remain in full force in Law, Robert Pharis, I have this day received full pay for the one hundred acres named in this bond & also the one acre bought of Samuel C. Pharis of A. W. Pharis & assign my right

And title to A. W. Pharis & J. D. Doster (and afterwards to wit) on the 10th day of April
 1845. The following Subpoenas in Chancery were issued out of the Clerk's office
 of the Court aforesaid to wit: The State of Ohio Union County ss. To the Sheriff of the
 County of Union Greeting: We command you that you Summon, May Pharis
 Henry Goodrich and Amy Goodrich, to appear before the Judges of Our Court
 of Common Pleas, at the Court House, on the first day of the term next ensu-
 ing, to answer a Petition in Chancery, exhibited against them et als by Allen
 W. Pharis, Executor of Robert Pharis deceased, and this they shall in no wise
 omit under the penalty of One thousand Dollars; And have then and there
 this writ. Witness John Cassil Clerk, of Our said Court at the Court House
 this 10th day of April 1845. John Cassil Clerk of Com. Pleas.

L.S.

The State of Ohio Union County ss. To the Sheriff of the County of Butler Greeting;
 We command you, that you Summon Samuel C. Pharis, to appear before
 the Judges of Our Court of Common Pleas, at the Court House, on the first day
 of the term next ensuing, to answer a Petition in Chancery, exhibited against
 him et als, by Allen W. Pharis, Executor of the Estate of Robert Pharis deceased
 and this he shall in no wise omit under the penalty of One thousand dollars; and
 have you then and there this writ. Witness John Cassil, Clerk of Our said Court at the
 Court House, this 10th day of April 1845. John Cassil Clerk of Com. Pleas.

S.S.

And afterwards to wit on the 20th day of April 1845, said Sheriff of Union County
 returned said writ under seal as follows to wit: Served this writ April 20, 1845
 by delivering to each of the within named defendants a certified copy thereof.
 Philip Under Sheriff, and afterwards to wit 22nd day of April 1845 said
 Sheriff of Butler County returned said writ under seal as follows to wit: Sert.
 Saml C. Pharis, not found in my bailwick J. Van C. Sheriff Butler Co
 Ohio, and afterwards to wit on the 29th day of June 1845, the said petitioner
 filed herein, proof of publication of notice in the words and figures following
 to wit: State of Ohio Union County ss, personally appeared in Open Court J. B. Cole
 and made solemn oath that the notice here attached was published for three weeks
 successively next after the 14th day of June 1845, in a newspaper called "The
 Argus" published in Union County that said newspaper during that time was
 in general circulation in said County. J. B. Cole, sworn to & subscribed in Open
 Court, June 29, 1845 John Cassil Clerk, said notice reads in the words and
 figures following to wit: State of Ohio Union County ss, Allen W. Pharis Exr. of Robert
 Pharis, deceased vs Joel Pharis, Martin Pharis, Samuel C. Pharis, Jonathan Jones,
 Lydia Jones et als Union Common Pleas, Joel Pharis, Martin Pharis, Saml C.
 Pharis, Jonathan Jones and Lydia Jones will take notice that on the 10th day of April
 1845, the above named Allen W. Pharis Executor of the Last Will and Testament
 of Robert Pharis deceased, filed in the Clerk's office of the Court of Common Pleas
 of Union County C. his petition making them and others defendants, said petition
 represents that the said Robert Pharis, while in life to wit: on the 20th day of August
 1838, entered into a written contract with one Harvey Steels, for the sale and
 conveyance to the said Steels, or his assigns, by general warranty, deed of the follo-
 wing real estate situate in said Co. of Union, and describes as follows to wit: all that
 part of Survey N^o 3678, lying on the waters of Boker's creek, beginning at N. E. corner
 of John Wood's Survey N^o 3672 running thence N. 7^o E 156 poles to Boker's creek; thence

thence down with the meanders of the creek to the corner of Lot N^o 8 (now by Jonathan Jones
thence with the west line of Lot N^o 8, to the N. line of the Survey, thence with the original
line of the Survey to the place of beginning supposed to contain 190 acres said petitioner
further represents that said Steels was to pay the said Robert Pharis \$10, per acre for
said premises, that said Steels has fulfilled his part of said agreement, and that
110 acres of said premises has been assigned by said Steels to said petitioner, in lieu of
the balance due on the original purchase money, the said balance being due said
petitioner having been bequeathed by the last will and testament of the said decedent and
said petition further represents that the said Robert Pharis made his penal bond to Simeon
Q. Beebe in the sum of seven hundred dollars, conditioned to make the said Beebe
a good and sufficient warranty deed for the following described premises to wit, 400 acres
of land lying and being on the waters of Boths creek, being a part of Survey N^o 3673,
adjoining lands of Erwin Clenenger on his E. line and lot N^o 5 on the N. where Samuel
C. Pharis then lived, that the said Beebe assigned said penal bond to said petitioner
and that the purchase money has been paid, that said Robert Pharis died without
completing said contract and prays that on the final hearing of this cause the
Court may appoint and empower some suitable person to complete said
contract by conveying to said petitioner as assignee of the purchaser such
portions of the above described lands as he is entitled to have a conveyance for
and also to authorize said petitioner as executor aforesaid to convey to said
Steels that portion of said real estate to which he is entitled, Allen W Pharis & Co.,
by Cole & Witter his attys, June 14, 1845, and afterwards writ at the June
Term AD 1845, of said Court, Proof of publication made and cause
continued, and afterwards writ at the September term of said Court
AD 1845, this cause was continued, and afterwards at the May
Term of said Court writ on the 31st Day of May AD 1849, this day came
the petitioner by his Solicitors now appearing for the Defendants, and the said
Defendants, (Mary Pharis, Jonathan Jones, and Lydia his wife late Lydia Pharis
Martin Pharis, Samuel C. Pharis, Henry Goodrich and Amy his wife late Amy
Pharis) still failing to plead answer or demurr to the said Complainants
Bill. It is therefore ordered adjudged and decreed that the same be taken
pro confesso, and was argued by Cole & Witter of Counsel for Complain
ant on consideration whereof the Court do find that Harry Steels has fulfilled
his part of the contract described in the petition & hath the entire equity in the
following premises as in said Complainants bill alleged, Situate in the County
of Union Ohio, and bounded & described as follows to wit, part of Survey N^o 3673,
beginning at a Sugar tree and stone the original N.W. corner to the Survey thence
running with the north line of the Survey S 81. 0 5 1/2 poles to 3 beeches thence S 7 1/2 W
204 poles to a beech on the bank of the creek, thence up the creek, with the meander
thence N 26. W 3 poles N 36. W 30 poles N 38 W 5 poles thence leaving the creek N.W.
48 W 41 poles to a stone in the west line of the Survey thence with said line N 7 1/2 E
149 1/2 poles to the beginning containing one hundred acres of land, and it is further
ordered and decreed by the Court that the said Allen W Pharis as Executor of
Robert Pharis, be and he is authorized and empowered to execute and deliver
a deed in fee simple, of the above described premises to Harry Steels and thereby
to convey to the said Harry Steels all right title interest claim & demand of

10th Day of April
Clerks Office
Sheriff of the
May Pharis
of the Court
from next term
to be by Allen
in the wise
and there
Court House
has.
Butter Grating,
appear before
in the first day
of the year
is deceased
dollars, and
a Court at the
in Pleas,
Union County
at April 26, 1848
by the
said
writ, Deft.
Sheriff of Butter Co
said petitioner
in the following
at N. Cole
to three weeks
in called the
that time was
in open
the words and
is copy of Robert
than 1000.
Samuel C.
11th Day of April
and testament
Common Pleas
said petitioner
day of August
the date and
piece of the
writ, all that
N. E. corner
creek, thence

The said Robert Pharis (at the time of his demise) or of his heirs and legal representatives in or to said premises. And the Court do further find that the said Allen W Pharis possess an entire equity in two several parcels or tracts of land herein after described as in Complainants said Bill set forth, to wit: Situate in the County of Union and State of Ohio and bounded and described as follows: part of Survey N 3693, beginning at three beeches in the Original line of the survey N. E. corner to Harris Steels land thence with his line N. 72. W 204 poles to a beech on the bank of the creek, thence down the creek, with the meanders thereof S. 35. E 31 poles thence N. 69. E 31 poles thence S. 28. E 20 poles thence N. 69. E 20 poles to the upper corner on the creek to John Elliotts land thence with his line N. 72. W 244 poles to a beech in the Original N. line of the survey thence with said line N. 81. W 74 1/2 poles to the beginning Containing 100 1/2 acres of land being the balance of the land contracted to Steels, assigned to said A. W. Pharis by said Steels, also Situate in the County of Union and State of Ohio, and bounded and described to wit: part of Survey N 3693, beginning at a stone N. E. corner to Frank Scotts, land thence N. 7. E 150 poles to a stake 2 ash trees and a maple thence N. 83. W 115 poles to a stake 2 in Oak 12 ash trees thence S. 7. W. 154 poles to a stone near the creek, thence S. 55. E. 33. poles to a stone in the Centre of the road thence N. 32. E 18 poles to a stone thence S. 53. E. 63 1/2 poles to the beginning Containing One hundred and One and Seven eighths acres of land being the same land contracted to S. D. Beebe by Robert Pharis decd, and by said Beebe assigned to A. W. Pharis. And it is Ordered and decreed by the Court the James M. Wilkinson master Commissioner of this Court be and he hereby is authorized and empowered to execute and deliver a deed in fee simple for the last aforesaid described premises to Allen W Pharis, and to thereby convey to the said Allen W Pharis, all right title interest claim or demand of the said Robert Pharis or his heirs and assigns in or to said premises, at the time of his demise,

Attest James Wilkinson Clerk,

Sevi Wells for the use
of R. Graham
vs
James Ward

Pleas before his Honor James S. Cortright Esqr President and Christian Myers Sevi Phelps and James R. Smith his associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Maysville within and for the County of Union and State of Ohio, on the twenty ninth day of May in the year of Our Lord One thousand Eight hundred and Forty nine. Be it remembered that heretofore to wit on the 29th day of May A. D. 1849, Sevi Wells for the use of R. Graham by Charles Switzer his attorney and out of the Clerks Office of the Court aforesaid the following writ of Sevi Seviar writs The State of Ohio Union County W. To the Sheriff of said County Greeting: Whereas Sevi Wells for the use of R. Graham satisfied to wit on the 10th day of November 1842 in a Court of Common Pleas, within and for the County of Union and State of Ohio, by the judgment of the same Court, recovered against James Ward a certain Debt of Sixty two Dollars and ninety three Cents which in the same Court were adjudged to the said Sevi Wells for the use of R. Graham for his Damages which he had sustained by the detention of the said Debt, and also eight dollars & twenty two Cents for his Costs and Charges by him about his Suit in that behalf expended & also \$2.50. In case

W. W. Woods and
Manis Wason
by
Wm. G. Mitchell

and Leg. Co
to find that
tract of land
situate
as follows
the survey of
back on the
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the original
Taming 116
to said A. W. Harris
bounded and
out Scott's
2, 1/2 poles to
K. thence S. 55.
Stone thence
and seven eighth
Robert Pharis deed,
and decreed
he and he
d in fee simple
to thereby
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L.S.

Costs, whereof the said James Ward is convicted as appears to us of record, and now on the
behalf of the said plaintiff in our said Court. We have been informed that although judgment
be thereupon given which he avers still remains in full force and effect in no wise set aside
reversed, paid off or satisfied, yet execution of the Debt and damages and Costs aforesaid still
remains to be made to him, wherefore the said plaintiff hath brought us to provide him a
proper remedy in this behalf, and we being willing that what is just in this behalf be done
Command you that you make known to the said James Ward that he be before the judges of our
said Court of Common Pleas forthwith, to show if he has or knows of anything to say for himself
why the said Ser. Mills for the use of R. Graham ought not to have his execution against him
of the Debt and damages and Costs aforesaid according to the force and effect of the said
recovery is it shall seem expedient for him to do, and further to do and receive what our said
Court shall then and there consider of him in this behalf, and have you then then this writ
Witness James Kirkadee Clerk of our said Court of Common Pleas, at the Court House in
Maysville this 29th day of May A.D. 1849, James Kirkadee Clerk, and afterwards writ
On the 30th day of May A.D. 1849, said Sheriff returned said writ endorsed as follows writ
Served this writ by delivering a certified copy thereof to the within named James Ward
and read the same in his hearing May 30, 1849, Philip Smider Sheriff, and afterwards
writ On the 31st day of May 1849, In Scire Facias to revive judgment rendered in this case
On the 10th day of November 1842 for \$62.93 Damages and \$8.22 costs, this day came the said
plaintiff, and the said James Ward though solemnly called came not but made Default
therefore it is considered that the said Ser. Mills for the use of R. Graham have his execution
against the said James Ward of the Damages and Costs aforesaid, according to the
force and effect of the said recovery, and also for his Costs in this behalf expended,

Attest James Kirkadee Clerk,

W. W. Woods and
Mains Wason
by
Wm. G. W. Mitchell

Pleas before his Honor James S. Torbet Esq. President and Christian Myers,
Ser. Phelps and James R. Smith, his Associates Judges, At a Court of Common
Pleas Brown and Field at the Court house in the town of Maysville within and for the
County of Union and State of Ohio, On the Twenty ninth day of May in the year of our
Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore writ On the 31st Day of May A.D. 1849, came W.
W. Woods and Mains Wason by Cole & Witten their Attorneys and filed herein the following
Petition of Attorney to Confess Judgment, to wit: I do hereby authorize and empower
Daughtry or any other attorney at law, in the State of Ohio to appear in any Court of record
in said State after the expiration of eight months from the date of this instrument at
any regular term of such Court, and waive the issuing and service of process, and confess
a judgment against me and in favor of William W. Woods and Mains Wason for
the sum of One hundred and thirty seven dollars and fifty cents and costs, with
interest from this date to the time of the rendition of said judgment and thereupon
to release all error and waive all right and benefit of appeal in my behalf September
19th 1848. Wm. G. W. Mitchell Esq. and afterwards writ On the 31st day of May A.D. 1849
the said plaintiff by Cole & Witten their Attorneys filed herein their Declaration in
the words and figures following to wit: State of Ohio Union County ss. In the Court
of Common Pleas, May Term A.D. 1849, Union County ss. in a suit amicably entered

Christian Myers
at of Common
within and
of May in
vise.
1849. Ser. Mills
Clerk's Office
State of Ohio
Ser. Mills for
Our Court of
by the judgment
Sixty two
agree to the
has sustained
for his Costs
In case

May 31 1849 William W Woods & Main Mason by Cole & Witter their Attorneys Complain
 of Wm W Mitchell in a plea of Debt for that whereas the said Wm W Mitchell on the nineteenth
 day of September 18 One thousand eight hundred and forty eight 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 plaintiffs and thereby acknowledged
 himself to be bound and indebted unto the said plaintiffs in the sum of One hundred and
 thirty seven dollars and fifty cents which he thereby bound himself to pay to the said plaintiff
 or order by the nineteenth day of May A D 1849 with interest which period has now elapsed yet
 the said Defendant has not paid the said sum of money nor any part thereof to the damage of said
 plaintiffs five Dollars and 75 cents; and therefore they bring suit &c Cole & Witter attorney for Plaintiff
 and afterwards to wit on the 31st day of May A D 1849 the said Defendant by J C Daughly his
 attorney filed herein his plea in the words and figures following to wit: Wm W Mitchell ads
 William W Woods & Main Mason, Plea of Cognovit And now comes the said Wm W Mitchell
 by J C Daughly his attorney and says that he admits that the said writing obligatory in the said
 plaintiffs Declaration aforesaid is his deed that the said Defendant is indebted to said plaintiffs
 in the sum of One hundred thirty seven Dollars and fifty cents as the said plaintiff has above in
 his said Declaration alleged and that the said plaintiff has sustained damages by reason
 of the detention thereof in the sum of five Dollars and seventy five cents as he has thereof above
 complained against him with a release of all errors of the judgment hereby confessed,
 J C Daughly attorney for Defendant, and afterwards to wit on the 31st day of May A D 1849
 this day came into Court Wm Woods & Main Mason by Cole & Witter their Attorneys and filed their declar-
 ation against the said Wm W Mitchell and thereupon J C Daughly an attorney of this Court
 appearing in open Court in behalf of the said Defendant and by virtue of a warrant of attorney for that
 purpose executed by said Defendant and now produced in open Court and duly proven waived
 the issuing and service of process and acknowledged that the said Defendant is indebted to the
 said plaintiffs in manner and form as the said plaintiffs hath in his declaration alleged against
 him and confesses that he does owe to the said plaintiffs the sum of One hundred and thirty
 seven Dollars and fifty cents and that the said plaintiffs hath sustained damage by reason
 thereof to five Dollars and seventy five cents therefore it is considered that the said plaintiffs
 recover of the said Defendant the said sum of One hundred and thirty seven Dollars and
 fifty cents their debt aforesaid also their damages of \$ 5.75 aforesaid so assessed as
 aforesaid and also their costs in this behalf expended taxed at Dollars
 cents and by virtue of the same warrant of attorney all errors are released by said
 Defendant;

Attest James Kirkade Jr Clerk,

J. F. Boal vs the Heirs of David M Boal deceased
 Pleas before His Honor James S. Scott Esq. President and Christian Myers
 Seri Phelps and James W. Smith his associates Judges At a Court of Common
 Pleas begun and held at the Court House in the Town of Marysville within and
 for the said County of Union and State of Ohio. On the Twenty ninth day of May
 in the year of our Lord One thousand Eight hundred and Forty nine.
 Be it remembered that heretofore to wit on the 6th Day of June A D 1848 Came
 James F. Boal and George M. Boal Executors of the Estate of David M. Boal deceased
 By Cole & Witter their Attorneys and filed in the Clerks Office of the Court aforesaid

James

L.S.

James

L.S.

Attorney's Complaint
On the nineteenth
of Union County
the Court here
by acknowledge
hundred and
to the said plaintiff
was elapsed, yet
the damage said
attorney for Plaintiff
J. C. Doughty, his
M. Mitchell and
W. D. Mitchell
attorney in the said
to the said plaintiff
has above in
by reason
has thereof above
confessed,
of June AD 1849
said their declar
this Court,
attorney for that
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ia plaintiffs
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Dollars
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Lustian Myers
of Common
within and
the day of May
by mine,
AD 1845 Came
Boal decess
the Court of said

James

L.S.

James

L.S.

their petition in the books and figures following to wit: To the Court of Common Pleas within
and for the County of Union and State of Ohio James F. Boal & George M. Boal Executors
of the last will & testament of David M. Boal deceased late of the County of Union State of Ohio
represents that the personal property of said deceased is insufficient to pay the debts of
the estate that all of the personal property of said decedent has been exhausted that
said estate is owing one hundred thirty one dollars and twenty six cents which is yet unpaid
and that said decedent did seized in fee simple of the following real estate Situate in the
County of Union State of Ohio bounded and described as follows to wit: part of Lot 14 in Survey
N. 5134 commencing at a stake in the center of Darby Creek road in the west line of the original
Survey thence N 36° W 117 poles to a small beech & 2 sugar trees thence N 53° E 73 poles to a dog wood
witness beech sugar tree & dog wood thence S 36° E 136 poles to a stake thence S 12° E 16 poles to
the Darby Creek road thence with the road 72 W. to the beginning containing sixty and one
half acres being all that part of Lot N. 4 which remained after a sale of part thereof to
Walter Marshall. Your petitioners further represents that said decedent died leaving no widow
and that the following persons are the heirs having the next estate of inheritance in the premises
above described from the said decedent namely John Boal who resides in the State of Indiana
Samuel S. Reed & Margaret Reed his wife late Margaret Boal John Clowell & Elvira Clowell late
Elvira Boal Martha Eliza Boal & Cornelia Ann Boal the latter three minors together with
your petitioners. Your petitioners therefore pray that the above named John Boal Samuel S. Reed and
Margaret Reed his wife late Margaret Boal Martha Eliza Boal & Cornelia Ann Boal may be
made parties defendants to this petition and that the writ of subpoena may accordingly issue
against them that they may be compelled to answer all singular the premises and that your
petitioners may be authorized to sell and convey so much of said real estate as will disch
arge the debts of said decedent with incidental charges. Under such regulations
as are provided by Law. By Act & Writs their attys. and afterwards to wit on the 6th
day of June AD 1848 the following subpoena in Chancery were issued out of the Clerk's office
of the Court of said Court: The State of Ohio Union County ss. To the Sheriff of the County
of Union Greeting, We command you that you summon John Clowell, Elvira Clowell
and Martha Eliza Boal, to appear before the judges of our Court of Common Pleas, at the Court
house on the first day of the term next ensuing, to answer a petition in Chancery exhibited
against them et als. by James F. Boal & George M. Boal Executors of the estate of David
M. Boal decd. and this they shall in no wise omit under the penalty of One thousand
dollars and have then and there this writ. Witness John Cassil, Clerk of our said
Court at the Court house, this 6th day of June AD 1848, John Cassil Clerk of Com
Pleas. The State of Ohio Union County ss. To the Sheriff of the County of Green Greeting,
We command you that you summon Samuel S. Reed and Margaret Reed, to appear
before the judges of our Court of Common Pleas, at the Court house, on the first
day of the term next ensuing, to answer a petition in Chancery exhibited against
them et als. by James F. Boal & George M. Boal, Executors of the estate of David M. Boal
deced, and this they shall in no wise omit under the penalty of One thousand
dollars and have then and there this writ. Witness John Cassil Clerk of our
said Court at the Court House, this 6th day of June AD 1848, John Cassil
Clerk of Com. Pleas. And afterwards to wit on the 19th day of June said Sheriff
of Union County returned said writ endorsed as follows to wit: Served this
writ by delivering to each of the within named defendant, a certified copy
thereof on the 15th day of June 1848. Philip Snider Sheriff, and afterwards.

Court on the 17th day of June 1845. The Sheriff of Green County returned said writ
 Endorsed as follows to wit, Rec^d. This writ on the month of June 1845. In obedience
 to the Command of the within writ I have made service by personally reading to the
 within named Samuel & Maria and Margaret Reed, also gave each of them a copy
 Samuel Harry Sheriff G. C. and afterwards to wit on the 29th day of June 1845.
 The said petitioners filed herein the following acknowledgment of service, and proof
 of publication of notice in the words and figures following to wit: James F Boal
 George M Boal, Executors of D. M Boal, vs The heirs of F M Boal. Petition to Sell land in
 Union Com. Pleas. I acknowledge that I had notice of the pendency & prayer of the
 above petition in due time and I have no objections & do consent to the confirmat-
 ion of the sale of said land. June 1845. C. A. Boal, State of Ohio Union Co. S. S.,
 personally appeared in Open Court Probate and made solemn oath that the notice
 hereto attached, was published for four weeks successively next after the 7th day of June
 1845, in a newspaper called the Argus, published in Union County, that said news-
 paper was during that time in general circulation in said County & B. Cole
 sworn & subscribed in Open Court June 29th 1845. John Cassid Clerk, said notice
 hereto attached reads in the words and figures following to wit. Union Common
 Pleas, Petition to Sell land, James F Boal & George M Boal Executors of D. M Boal
 deceased, vs John Boal et al Heirs of the said deceased, To John Boal and the other
 heirs and legal representatives of David M Boal deceased, - You are hereby informed
 that on the 6th day of June 1845 said Executors filed their petition in the Court of Common
 Pleas of Union Co. Ohio, the object and prayer of which petition is to obtain an Order &c,
 for the sale of the following real estate of which the said David M Boal died seized, or so
 much thereof as may be necessary to pay the debts of said decedent to wit, part of Lot N. 4
 in Survey no 5134 in said County, beginning at a stake in the Centre of the Darby Creek road
 in the west line of the Original Survey, thence N 36^o E 117 poles to a small beech and two
 Sugar trees, thence N 53^o E 72 poles to a dogwood, thence S 36^o E 136 poles to a stake, thence
 S 12^o E 16 poles to the Darby Creek road, thence with said road S 75^o W to the beginning,
 containing sixty two and one half acres. James F Boal, George M Boal, Executors By Cole
 & Miller their atts June 7, 1845. And afterwards to wit at the September Term of said Court
 to wit on the 23rd Day of September 1845. On motion to the Court by B. Cole, Counsel for the
 petitioners, It is ordered that the said James F Boal & George M Boal proceed upon the
 Oaths of John M Campbell, Jesse Gill & William Bigger, three disinterested freeholders not
 of kin to either of the parties to appraise the following real estate in said petition described to
 wit: Situate in the County of Union and State of Ohio & bounded as follows, part of Lot N. 4
 in Survey no. 5134 commencing at a stake in the Centre of Darby Creek road in the west line of the
 Original Survey thence N 36^o E 117 poles to a small beech & 2 Sugar trees, thence N 53^o E 72 poles to
 a dogwood witness beech Sugar tree & dogwood, thence South 36^o E 136 poles to a stake, thence
 South 12^o E 16 poles to the Darby Creek road, thence with the Darby Creek road S 75^o W to the beginning,
 containing sixty two & one half acres being all that part of Lot N. 4, which remained after
 the sale of part thereof to Walter Marshall. And it is further ordered that the said
 James F Boal & George M Boal, proceed according to Law to sell said real estate
 in said petition described & upon the following terms to wit, Cash in hand, and it is
 further ordered that the said James F Boal & George M Boal, make return of their
 proceedings in the premises to the next Term of this Court, said Order having been
 Certified to said petitioners under the Seal of said Court, was afterwards to wit,

Joshua Underly Adm^r
 of David Thurston Dec^d
 Sophia Thurston et al

On the 8th day of November 1848, returned together with the following certificate, which certifies
 and the undersigned on said Order reads in the words and figures following to wit: The
 State of Ohio Union County ss. On the second day of November 1848, before me personally appeared
 John M Campbell William Bigger and Jesse Gill within named and made solemn oath that
 they would upon actual view honestly and impartially appraise the real estate of David Boal
 deceased in pursuance of the order of the Court of Common Pleas, of Union County in the case of
 D. F. Boal exrs. vs the heirs of David Boal deceased November 2 1848. Perry Bush Justice of
 the peace of said County. In pursuance to the Order of the Court of Common Pleas, of Union
 County and State of Ohio in Sept 1848 we the undersigned have proceeded to view the within
 described premises and we do estimate the same at ten dollars per acre. Appraisers
 John M Campbell Jesse Gill, William Bigger, May 29. 1849, offered the within premises
 for sale after having advertised the sale for four consecutive weeks in the Argus and Union
 County Advertiser, and struck off the same to John M Robinson for the sum of Six dollars &
 sixty six 2/3 cents per acre he being the highest & best bidder and having bid more than
 two thirds of the appraised value of the same, James F Boal, Geo. M. Boal, Executors of D
 M Boal, and afterwards to wit at the May term of said Court to wit on the 1st
 Day of June A.D. 1849, on motion to the Court by Col Witter Counsel for the petitioner and
 upon producing the return of the proceedings and sale made by the petitioner as herein before
 ordered and the Court having examined and being satisfied that said sale has in all respects
 been legally made. It is ordered that the same be and hereby is approved and confirmed
 and that the said petitioner execute and deliver to said purchaser, a deed in fee simple
 for the real estate so by him sold as aforesaid,

Attest, James Kin Kadey Clerk,

Joshua Indy Admin of David Thurston decd. Pleas before his Honor James S. Corbitt Esq. President and Christian Myers
 Levi Phelps and James R. Smith his Associates Judges. At a Court of Common
 Pleas begun and held at the Court House in the Town of Mansville within and for
 the County of Union and State of Ohio. On the twenty ninth day of May in the
 Year of Our Lord One thousand Eight Hundred and Forty nine.
 Be it remembered that heretofore to wit on the 6th day of August A.D. 1847, came
 Joshua Indy Administrator of David Thurston deceased by Cole & Witter his
 Solicitors, and filed in the Clerk's Office of the Court aforesaid his Petition
 in the words and figures following to wit: To the Court of Common Pleas of the County
 of Union Ohio: Your Petitioner Joshua Indy Administrator of the Estate of David
 Thurston deceased respectfully represents, that the total value of the personal Estate & effects
 of said decedent is as near as can be ascertained was not sufficient to pay the widows
 years allowance which will more fully appear by the Certificate of the Clerk of this
 Court herewith filed marked (A) that the amount of debt owing by the decedent as
 nearly as they can be now ascertained amount to two hundred & fifty dollars and the
 amount of the charge of Administration to about fifteen dollars; the personal
 Estate and effects are insufficient to pay said debts. Your petitioner charges
 that said decedent did seize in fee simple of a house & six acres of Land in
 the Town of Knoton this County, on which there was a judgment lien & which has
 since been sold on said judgment and was not sufficient to pay the same,

And your petitioner further represents that the said decedent had no claim to any other real estate within the knowledge of your petitioner except the east one half of the following described land situate in the County of Union Ohio, in which your petitioner here charges the said decedent had an entire equity, to wit: part of survey N^o. 5775, 5641, 5806 & 6475, designated as lot N^o. 8, and returned in the name of Robert Means bounded and described as follows, beginning at two beeches and hickory corner to Robert M. Kerrs Lot thence with the line of said lot north 83 degrees west 81 poles to 2 beeches & a sugar tree, corner to Lot N^o. 9 thence with the line of Lot N^o. 9 south 7 degrees west 242 poles to a cherry & sugar tree in the Delaware road, thence with said road south 71 degrees east 81 poles to a beech, corner to Lot N^o. 7, thence with the line of Lot N^o. 7 north 7 degrees east 173 poles to the beginning containing one hundred and eleven and one fourth ^{sq} acres be the same more or less. The said decedent while in life to wit. On the twentieth day of November A^d. 1843. had paid to Abel F. Hutchinson (in whom the legal title now resides) two hundred & twenty five dollars for and in consideration of which the said Abel F. Hutchinson made & executed on the day and year aforesaid his written agreement under seal to convey two months after date by warranty deed to Sophia Thurston, the then wife of said decedent her heirs or assigns one half of the aforesaid real estate to wit: fifty five and one half acres of land as will more fully appear from said written agreement which is herewith filed and made part hereof - your petitioner charges that the said Sophia Thurston held said land by said agreement in trust for the use and benefit of the said decedent, that the decedent paid for the same - that said agreement was so taken in the name of said Sophia to the prejudice the creditors of said David Thurston and that the said land equally belongs to the estate of said decedent. The said decedent died leaving the said Sophia Thurston his widow who is entitled in equity to dower in said fifty five and one half acres of land - The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent, namely Catharine Thurston, Lavilla Thurston, William Thurston, & James Thurston each & all of said heirs are minors who together with said widow are all residents of the State of New York. your petitioner prays that the said widow and the said persons above mentioned and described having the next estate of inheritance in said equitable premises, together with the said Abel F. Hutchinson in whom the legal title vests be made parties defendants to this petition; that the said Hutchinson answer particularly the charges set forth in this petition; that the dower of the said Sophia Thurston may be set off the several rights claims &c of the above named defendants a justed &c, & that your petitioner made be ordered to sell the one half of said real estate to wit fifty five and one half acres of land &c, and such other relief &c, by Cole & Witter Sols. for Petrs. State of Ohio Union County, P^{ro}. Cole being duly sworn says that Sophia Thurston, Catharine Thurston, Lavilla Thurston, W^m. Thurston & James Thurston defendants to this bill are all residents of the State of New York, as he is informed & being believed & further saith not. P^{ro}. Cole, sworn to & subscribed in open court Aug 6. 1847 John Cassel Clerk, said written agreement referred to in the foregoing petition filed therewith reads in the words and figures following to wit: for value received I promise to make Sophia Thurston or her heirs and assigns warranty deed of fifty five and one half acres of land on the north side of mill creek being the one half of the lot eleven acres that I lived upon and have received \$225. dollars for the same to be divided in an equal manner deed to be made in two months from this date

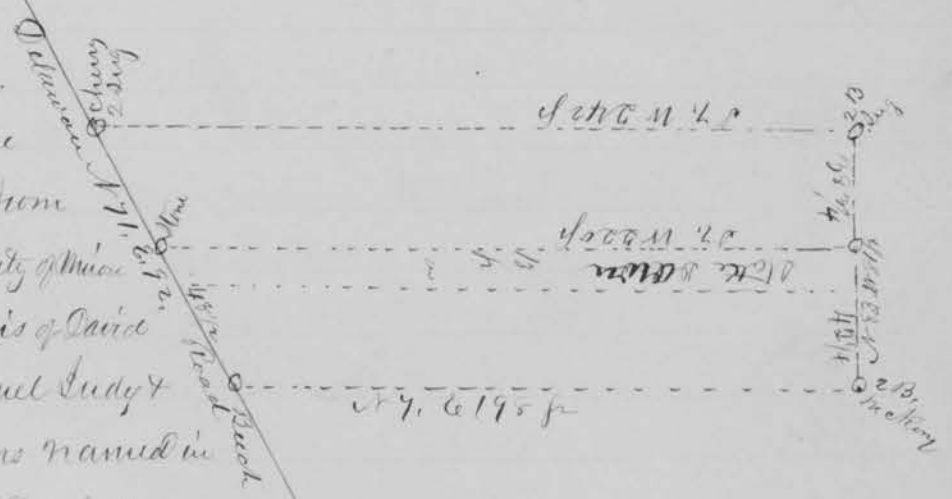
in to any other
of the following
situation here
5775, 5641, 5806
bounded and
H. Herrs lot thence
Corner to Lot 109
in the Delaware
Lot N. 7, thence
ing one hundred
decedent while
Abel F. Hutchinson
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Aug 6, 1847
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half of the
same to the
this date

Nov 20, 1843. Abel F. Hutchinson Seal And afterwards on the 6th day of August 1847
A subpoena in Chancery was issued to the Sheriff of Union County in the words and figures
following to wit, The State of Ohio Union County ss To the Sheriff of the County of Union Greeting,
We command you to summon Abel F. Hutchinson to appear before the judges of our Court
of Common Pleas, at the Court House forthwith to answer a Petition in Chancery, exhibited
Against him and others by Joshua Sudy, Administrator of the Estate of David Thurston decd.
And this he shall in no wise omit under the penalty of one thousand dollars; and have then
Ls. And then this writ, Witness John Cassil, Clerk of our said Court at the Court House, this Sixth
day of August 1847. John Cassil Clerk of Com Pleas, and afterwards Tenth on the 6th
day of August 1847, said Sheriff returned said writ with his endorsement therein
as follows to wit, Aug 6, 1847. Served this writ by delivering a certified copy of this writ
to the within Abel F. Hutchinson, Philip Miller Sheriff and afterwards at the August
Term of said Court Tenth on the 6th day of August 1847, On motion and it appearing
to the satisfaction of the Court that the above named defendants are not residents of the
State of Ohio, it is therefore ordered that notice of the pendency and prayer of this petition
be published in the Argus newspaper printed in general circulation in said
County for the term of six consecutive weeks previous to the next term of this Court
and afterwards Tenth on the 6th day of October 1847, the said petition filed
herin proof of publication of notice in the words and figures following to wit
Joshua Sudy Ad. vs. Thurston et al. personally appeared in open Court 18th Feb and
made solemn oath that the notice hereto attached was published for six consecutive
weeks next after the 25th day of August 1847, in a newspaper called the
News; and that said newspaper was during that time printed in the County
of Union Ohio, a list John Cassil Clerk, said notice hereto attached reads
in the words and figures following to wit. In Union Common Pleas, Joshua Sudy, Admin
istrator, versus Sophia Thurston widow of late David Thurston decd, Catharine
Thurston, Janice Thurston, William Thurston & James Thurston heirs of said
David Thurston decd, in Chancery, In pursuance of an interlocutory Order of
the Court of Common Pleas of the County of Union, made at their August Term 1847
the said Sophia Thurston, Catharine Thurston, ^{Janice Thurston} William Thurston, & James Thurston will
take notice, that on the 6th day of August 1847 Joshua Sudy Administrator of the Estate of
David Thurston deceased, filed his petition in said Court setting forth that the personal
estate and effects are insufficient to pay the debts of said decedent and naming them
and others defendants, said petition Charges that the said David Thurston had, at
the time of his demise, an entire equity in one half of the following described land
situate in the County of Union Ohio, to wit: parts of Surveys N^o. 5775, 5641, 5806 and 6295, designated
as Lot N^o. 8 and returned in the name of Robert Means, bounded and described as follows
beginning at 2 beeches and a hickory corner to Robert M. Herrs lot thence with the
line of said Lot north 83 degrees west 81 poles to two beeches and a sycamore corner to
lot N^o. 9 thence with the line of Lot N^o. 9, south 7 degrees west 242 poles to a cherry and
sycamore in the Delaware road, thence with said road north 71 degrees east 81
poles to a beech corner to Lot N^o. 7, thence with the line of Lot N^o. 7, north 7 degrees east
198 poles to the beginning containing one hundred and seven and one fourth (111 1/4)
acres, be the same more or less. said petition further Charges that the said Sophia
Thurston held said equitable estate by virtue of a written agreement under seal,
from Abel F. Hutchinson (in whose name rests the legal title,) in trust for the use and

benefit of said decedent - and that said decedent paid for the same, said petitioner
 prays that the said widow and the said persons above mentioned and described, being
 the next estate in inheritance in said equitable premises - be made parties defendants
 to said petition, that the dower of the said Sophia Thurston be set off, and that on
 final hearing said petitioner may be ordered to sell the said one half of said
 real estate, for the payment of debts, the said defendants are further notified
 that unless they appear, plead, answer, or demur to said petition within sixty
 days after the next term of said Court the said petitioner at the term next
 after the expiration of the said sixty days, will apply to said Court to take
 the matters of said petition as confessed, and do as accordingly. Cotes Witter
 Sol. for Petitioner. August 25, 1847. and afterwards writ on the 6th day of October
 1847. proof of publication filed and continued, and afterwards writ
 on the 28th day of April 1848. On motion to the Court by Cotes Witter attorneys for
 the petitioner. C. W. Allison Esq. one of the attorneys of this Court, was appointed
 guardian ad litem for the infant defendants Catharine Thurston, Sarilla Thurston
 William Thurston, and James Thurston, who thereupon appeared in open Court
 and accepted said appointment and filed his answer, which said answer reads
 in the words and figures following to wit: Joshua Sudy Administrator of David Thoms
 dec'd to Abel Hutchinsen Esq. now comes C. W. Allison Guardian ad litem
 for Catharine, Sarilla, William and James Thurston infant defendants to this
 bill and for answer to the same says that he cannot gainsay the allegations in
 said bill, but says that he is ignorant of the same. C. W. Allison Guardian ad litem
 for infant defendants, and afterwards at the same term of said Court writ on
 the 30th day of June 1848. This Cause came on this day to be heard on the petition
 of Complainant answer of the infant ^{defendants} Catharine Thurston Sarilla Thurston Wm James
 Thurston by C. W. Allison their guardian ad litem and the said Sophia Thurston
 and Abel S. Hutchinsen still failing to appear, plead answer or demur to said
 petition, on consideration whereof it is ordered as follows and decreed by the Court
 as follows. 1st That the said petition be taken as confessed against them the said
 Sophia Thurston and Abel S. Hutchinsen. 2nd The Court further finds that the entire
 equity in the said one half of said premises in said petition described to be in the
 said David Thurston at the time of his decease. 3rd The Court deems that the said
 Sophia Thurston is entitled to dower in the said east half of said premises, it is
 therefore ordered 1st that the said Sophia Thurston be endowed with one full equal
 third part of the said east half of said premises, 2nd ordered that a writ issue to
 the Sheriff of this County commanding him that by the oath of three judicious disinterested
 freeholders of the vicinity to wit Joshua Marshall Samuel Sudy & W. Rice do
 upon actual view of said premises set off and assign the said dower to the said
 Sophia Thurston and make return ~~of~~ said assignment together with the just valuation
 of said real estate subject to the said dower, to the next term of this Court to which time
 this Cause stands continued. Said order having been certified to the said Sheriff
 under the seal of said Court, was afterwards writ on the 17th day of September
 1848. returned ordered as follows to wit. In obedience to the within Command
 I have executed this writ by the oath of the within named Joshua Marshall and
 Samuel Sudy, Commissioners and William B. Irvine Surveyor. The report of Commissioners
 and Surveyor are herewith returned, Philip Guider Sheriff, said Commissioners

Report made in the words and figures following to wit: In obedience to a writ of partition from the Court of Common Pleas U.C.C. issued at the June term by the Commissioners named in said writ would report that after being sworn as the depts by the Sheriff of the County as a true and lawful line of the premises do set off 55 1/2 acres on the east side of sd Lot 108 to the heirs of David Thurston dead as appears on the plat hereunto returned and have set off to Sophia Thurston widow of David Thurston as her dower in sd Lot of land eight and one half acres on the west side of sd lot which is also represented on sd plat we appraise sd Lot of land to be worth three dollars seventy five cents per acre the widows to be worth twenty dollars September 16th 1848. Samuel Judy, Joshua Marshall; Commissioners. Said Surveys report made in the words and figures following to wit.

I hereby certify I have surveyed Lot 108 in survey Nos 775, 5641, 5306, 46495 and made partition of the same in execution of a writ of partition from the Court of Common Pleas for the County of Miami State of Ohio and have set off to the heirs of David Thurston under the direction of Samuel Judy & Joshua Marshall Commissioners named in sd writ the east half of sd Lot 108 as follows beginning at a beech & a hickory s.e. corner to the but Keris lot then running with Keris line N 83. W 42 p poles to a stake then S. 7. west 23 poles to a stone in the center of the Delaware road then with sd road N 71. E 48 1/2 poles to a beech corner to lot 107 then with the line of lot 107 N 7. E 198 poles to the beginning containing 55 and 1/2 acres and have set off to Sophia Thurston widow of the said David Thurston as her dower in sd Land eight and one half acres on the west side of sd lot by a line running parallel with the west line the whole length of the lot all of which will appear on the annexed dia gram September 16th 1848. William B Innis County Surveyor U.C.C. And afterwards at the September term of said Court to wit on the 23rd Day of September A.D 1848 On motion to the Court by Cole & Miller Counsel for the petitioner. and upon producing the assignment of dower and appraisment herein made by Joshua Marshall, Samuel Judy, and W. Rice, under a former order of this Court. It is ordered that the said Joshua Judy proceed according to law to sell the real estate in said petition described subject to the said dower estate of the said Sophia Thurston and upon the following terms to wit: One third Cash in hand p in six months and the residue in 12 months with interest from the day of sale to be secured by mortgage on the premises. and it is further ordered that the said Joshua Judy make return of his proceedings in the premises to the next term of this Court, said Order having been certified to the said Joshua Judy under the seal of said Court. was afterwards returned. and do so as follows to wit: Pursuant to the Command of the within Order proceeded to sell the real estate mentioned in the within order. On the 25th day of November 1848. after having duly advertised the same. and sold the same to David McCain for three dollars 66 cents per acre, he being the highest & best bidder and having bid two thirds the appraised value thereof Joshua Judy Acknt. and afterwards at the May term of said Court to wit on the 1st day of June A.D 1849.



Said petitioners described, having defendants and that on half of said to notified within sixty to term next court to take by Cole & Miller of October towards Court attorneys for as appointed Sarah Thurston open Court answer made of David Thurston ad litem defendants to this litigation in guardian ad litem Court to wit on on the petition Thurston W & J James Sophia Thurston demur to said by the Court & have the said that the entire is to be in the that the said premises, it is with one full legal writ issue to judicial decision W. Rice do to the said to first valuation which time said Sheriff September in Command and hall and Court of Commissioners Commissioners

On motion to the Court by Cole & Witter Counsel for the petitioner and upon producing the return of the proceedings and sale made by the petitioner as herein before ordered, and the Court having examined the same and being satisfied that said sale has in all respects been legally made. It is ordered that the same be and hereby is approved and confirmed and that the said petitioner execute and deliver to the said purchaser a deed in fee simple for the real estate by him sold as aforesaid.

Attest: James Kirkcaldy Clerk

May Wilcox
vs
Philip Wilcox

Please before His Honor James S. Corbitt Esq. President and Christian Myers Levi Phelps and James R. Smith his associates Judges of a court of Common Pleas to be held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio. On the twenty ninth day of May in the year of Our Lord One thousand eight hundred and forty nine.

Be it remembered that heretofore to wit on the 1st day of February AD 1849. Came May Wilcox by Cole & Witter her solicitors and filed in the Clerks Office of the Court aforesaid her Petition in the words and figures following to wit: In the honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting: Respectfully represents unto your Honors your petitioner May Wilcox (late Mary Denby) of the County of Union & State of Ohio, that on or about the 21st day of December AD 1844 your petitioner in matrimonial with Philip Wilcox late of the County aforesaid (but now in parts unknown), whom your petitioner prays may be made party defendant to this petition, that your petitioner and the said Philip Wilcox lived peaceably together in the holy bands of matrimony from & after the time they were so intermarried till on or about the 18th day of January AD 1846, at which time the said Philip Wilcox without any just cause or provocation wilfully absent himself from your petitioner and went to parts unknown, and that he has continued wilfully to absent himself from your petitioner ever since being a period of three years and upwards, and your petitioner further represents that the said Philip Wilcox has grossly neglected his duty to your petitioner for three years and more last past; that during said period of three years and upwards, the said Philip Wilcox has in no wise provided for or assisted your petitioner; but on the contrary has wilfully & grossly withdrawn his Society, aid & protection from your petitioner and kept himself & still continues to keep himself in parts to be unknown. Your petitioner further represents that during her intermarriage with the said Philip Wilcox, they have had no children and that she has been a resident of Union County for more than one year last past. Your petitioner therefore prays for process of publication against the said Wilcox; that he may answer all and singular the allegations in this petition; and that on the final hearing of this cause the marriage contract between your petitioner and the said Philip Wilcox may be decreed to be dissolved.

James Miller
vs
Jane Miller

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Christian Myers
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And that your Petitioner may have such other and further relief in the premises as to
your Honors shall seem most, and she shall ever pray &c. By Edw. Miller her Solicitor,
And afterwards to wit on the 31st day of May A.D. 1849, the said petitioner filed herein
proof of publication of notice in the words and figures following to wit: The State of Ohio
Union County ss, personally appeared before me David W English, and made
solemn oath that the notice hereto attached was published for six consecutive
weeks, commencing on the 7th day of February A.D. 1849, in "Argus" a weekly news-
paper printed in the County of Union Ohio, and that said newspaper was during that
time in general circulation in said County, I W English, Secreto and Subscribed
before me this 30th day of May A.D. 1849, J. M. Wilkinson S. P. Said notice thereof attached
reads in the words and figures following to wit: Union Common Pleas, May Wilcox
vs Philip Wilcox Petition for Divorce. The said Philip Wilcox is hereby notified
that the said May Wilcox filed her petition in the Court of Common Pleas of
Union County, Ohio, on the first day of February 1849, praying for a Divorce from
the said Philip Wilcox on the grounds of wilful absence of the said Philip
Wilcox, for more than three years, and also for gross neglect of duty on the part
of said Philip Wilcox, and that a decree for divorce will be asked for
at the next term of said Court, Edw. Miller Sol for Petitioner Attest James
Winkadefr Clerk, Feb. 7, 1849, and afterwards at the May term of said
Court to wit on the 1st day of June 1849, this cause came on to be heard
upon the petition and exhibits on file, and the testimony introduced by the
petitioner May Wilcox, and the Court being fully advised in the premises
do find the allegations contained in said petition to be fully sustained and
proven by the testimony. The Court do further Order, Adjudge and decree the
marriage so had between the said May Wilcox and Philip Wilcox to be
dissolved, and each of them forever freed from the allegations of the same, the
Court do further Order that the said Philip Wilcox pay the Costs of this suit
taxed at _____ Dollars within 30 days or that in default thereof
that Execution issue for the same,

Attest. James Winkadefr Clerk,

James Miller
vs
Jane Miller

Pleas before his Honor James S. Lorbert Esq., President and Christian Myers
Sevi Phelps and James R. Smith his associates Judges. At a Court of
Common Pleas begun and held at the Court House in the town of Marysville
within and for the County of Union and State of Ohio, on the twenty ninth
day of May in the year of our Lord one thousand eight hundred and
forty nine,

Be it remembered that hitherto to wit on the 7th day of February
A.D. 1849, came James Miller by Allison Henry his Solicitor and filed
in the Clerks Office of the Court aforesaid his Petition in Chancery in
the words and figures following to wit: To the Honorable Judges, of the Court of
Common Pleas of the County of Union, in the State of Ohio, in Chancery setting:
James Miller of the County of Union in the State of Ohio, represents that he has been
a resident of the County of Union in the State of Ohio, for more than one year

Last past, that he was lawfully joined in the bonds of matrimony to his present wife Jane Miller. On or about the 7th day of October AD 1841 since which time your Orator has resided a portion of the time in Champaign County Ohio, a portion thereof in Delaware County Ohio, and the residue thereof in said Union County; and said Jane has resided a portion of the time in said Champaign County, and a portion thereof in said Union County. Your Orator further represents that said Jane Miller has been wilfully absent from him for three years last past, without any just cause, she having absented herself from him on or about the 31st day of October AD 1842, without just cause, and having remained wilfully and wrongfully absent from his house, bed, board, and society, in violation of her marital duties, ever since, contrary to the wishes of your Orator and in disregard of his requests, frequently made to her, to return to him and to her duty as his said wife. Your Orator therefore prays that said Jane Miller may be made obnoxious to this Bill, - that the writ of Subpoena may issue; that she may be compelled to answer all and singular the allegations hereof; and that in the final hearing hereof, said Marriage Contract between your Orator and said Jane Miller may be dissolved, and that your Orator may have such other and further relief as equity may require; and your Orator as in duty bound, will so pray. By William T. Curry his Solicitor, and afterwards writ on the 22nd day of March AD 1849.

The following Subpoena in Chancery was issued and delivered to the Sheriff of Union County, to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you to summon Jane Miller to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a Bill in Chancery for divorce, exhibited against her by James Miller, and this she shall in no wise omit, under the penalty of one thousand dollars; and have then shown this writ. Witness James Min Wade Jr. Clerk of our said Court, at the Court House, this twenty second day of March AD 1849.

James Min Wade Jr. Clerk, of Common Pleas, and afterwards writ on the 5th day of April AD 1849, said Sheriff returned said writ, with his endorsement thereon as follows: to wit. Served this writ by delivering to the within named Jane Miller a certified copy of this writ together with a certified copy of the original Bill filed with the Clerk of the Court of Common Pleas of Union County Ohio, April 5th 1849. Philip Smith Sheriff.

And afterwards at the May term of said Court, to wit on the 1st day of June AD 1849, this cause came on to be heard, upon the Petition and exhibits on file, and the testimony introduced by the petitioner James Miller, and the Court being fully advised in the premises do find the allegations contained in said petition to be fully sustained and proven by the testimony. The Court do further Order Adjudge and decree the marriage so had between the said James Miller and Jane Miller to be dissolved, and each of them forever freed from the allegations of the same. The Court do further Order that the said James Miller pay the Costs of this Suit taxed at Dollars cents within 30 days, or that in default thereof, that execution issue for the same.

L.S.

Attest James Min Wade Jr. Clerk,

Thomas Modie for &c
 William Blue & als
 L.S.
 L.S.

Thomas Moodie for &c
vs
William Blue & als

Plas before his Honor James Forbair Esq. President and Christian Myers, Levi Phelps and James R Smith his Associates Judges. At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. On the Twenty ninth day of May in the Year of our Lord One thousand Eight Hundred and Forty nine,

Be it remembered that hereofor writt On the 20th day of September AD 1848. Thomas Moodie for the use of the City Bank of Columbus by Allison his Attorneys sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit, & State of Ohio Union County ss. To the Sheriff of said County Greeting, We Command you to Summon William Blue, John M Blue, Jacob Reed and Joshua Marshall 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 Thomas Moodie for the use of the City Bank of Columbus, in a plea of Assumpsit, damages three thousand dollars, and have you then there this writ. Witness John Cassil clerk of said Court, at the Court House aforesaid this 20th day of September AD 1848

John Cassil Clerk, Upon which said writ was the following endorsement to wit - Suit brought upon a bill of exchange executed on the 21st of January 1848 by defendants to Plaintiff upon W. M. Vermilye of New York, for two thousand thirty two and $\frac{65}{100}$ dollars, payable sixty days after date (acceptance waived) also for goods sold and delivered, money had and received &c. Allison & Curry Attorneys for Plaintiff, and afterwards writt on the 23rd day of September AD 1848 said Sheriff returned said writ with his endorsement thereon as follows to wit. Served this writ by delivering to Joshua Marshall and William Blue each a certified copy thereof Sept 21, 1848. And by delivering to Jacob Reed a certified copy thereof September 23rd 1848 Philip Snider Sheriff. The said Plaintiff on the said 20th day of September AD 1848, also sued out as aforesaid the following writ of Summons to wit State of Ohio Union County ss. To the Sheriff of Delaware County Greeting, We Command you to Summon William Blue, John M Blue, Jacob Reed and Joshua Marshall, 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 Thomas Moodie for the use of the City Bank of Columbus in a plea of Assumpsit damages three thousand dollars, and have you then there this writ. Witness John Cassil Clerk of said Court, at the Court House aforesaid, this 20th day of September AD 1848. John Cassil Clerk, Upon which said writ was the following endorsement to wit. Suit brought upon a bill of exchange executed on the 21st of January 1848 by defendants to Plaintiff upon W. M. Vermilye of New York, for two thousand thirty two and $\frac{65}{100}$ dollars, payable sixty days after date (acceptance waived) also for goods sold and delivered, money had and received &c. Allison & Curry Attorneys for Plaintiff, and afterwards writt on the 22nd day of September AD 1848. Said Sheriff returned said writ with his endorsement thereon as follows to wit. Sept. 21st 1848 personally served this writ by leaving with John M Blue at his residence a certified copy of the same, the other within named persons not found in my bailiwick. James Sheriff Del. Co. C. And afterwards writt on the 1st day of November AD 1848. The said Plaintiff by Allison & Curry his Attorneys filed herein his declaration in the words and figures following to wit

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The State of Ohio Union County, ss. Court of Common Pleas of Union County of the Term of September 1848, Thomas Meodie Complainant of William Blue, John M. Blue, Jacob Reed, and Joshua Marshall, in a plea of Assumpsit for that whereas the said defendants on the twenty first day of January 1848 at the County of Union aforesaid, made their Bill of exchange in writing and delivered the same to W. M. Vermilye, and thereby required the said W. M. Vermilye to pay to the Order of Thomas Meodie two thousand thirty two and two dollars in sixty days after the date thereof, and thereby then and there waived the acceptance thereof, and then and there delivered the same to the said Thomas Meodie; And the plaintiff avers that afterwards to wit: On the 24th day of March 1848, at the City of New York, to wit: at the County of Union aforesaid the said Bill of exchange was presented and shown to the said W. M. Vermilye, for payment thereof, according to the custom and usage of merchants, and the said W. M. Vermilye was then and there requested to pay the said sum of money therein specified according to the tenor and effect thereof; but the said W. M. Vermilye, then and there wholly neglected and refused to pay the same; and thereupon the said Bill of exchange was afterwards to wit: on the day and year last aforesaid, at the City of New York aforesaid, to wit: at the County of Union aforesaid, duly protested for non payment thereof according to the said usage and custom of merchants, whereof the said defendants afterwards to wit: on the day and year last aforesaid at the City of New York aforesaid to wit: at the County of Union aforesaid had notice; by reason whereof, and also by reason of the said custom of merchants the said defendants then and there became liable to pay the said plaintiff the said sum of money in the said Bill of exchange mentioned, when they, the said defendants should be thereunto afterwards requested; and being so liable they, the said defendants in consideration thereof afterwards to wit: on the fourth day of July 1848 at the County of Union aforesaid, promised the plaintiff to pay him the amount of the said Bill of exchange on request; and whereas also the defendants on the fourth day of July 1848 at the County of Union aforesaid was in debt to the plaintiff in the sum of three 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 three thousand dollars for money then and there had and received by the defendant for the use of the plaintiff, and the defendant on the day and year last aforesaid at the County of Union aforesaid, in consideration of the premises respectively, promised the plaintiff to pay him the several moneys herein last above mentioned on request; yet the defendants have disregarded all their said promises, and have not paid any of the said moneys, nor any part thereof, to the damage of the plaintiff, three thousand dollars, and therefore he brings his Suit &c. By Allison Curry his attorney, and afterwards to wit: at the May Term of said Court, to wit: on the 1st day of June 1849, this day came the said Thomas Meodie for &c. By Allison Curry his attorney, and the said William Blue, John M. Blue, Jacob Reed and Joshua Marshall though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover his damages, by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises, do assess the damages of the said Thomas Meodie for &c. to twenty two hundred and ninety nine dollars and seventy four cents, therefore it is considered that the said plaintiff recover of the said William Blue

Mary Lane Super
vs
Samuel Kerr

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John M. Blue, Jacob Reed and Joshua Marshall the said sum of Twenty Two
hundred and ninety nine dollars, and seventy four cents, his damages as
aid in form aforesaid assessed, and also his costs in this behalf expended
Taxed to Dollars cents.

Attest: James Hunt Clerk,

Mary Lane Seiper
vs
Samuel Kerr

Pleas before his Honor James Herbert Esq. President and Christian Myers
Levi Phelps and James C. Smith his associate Judges. At a Court of Common
Pleas term and held at the Court House in the town of Mansville within and
for the County of Union and State of Ohio. On the Twenty ninth day of May in
the year of our Lord One thousand eight hundred and forty nine.
Be it remembered that heretofore to wit On the 21st day of May A.D. 1849
Mary Lane Seiper by Allison Cuyler her attorney filed in the Clerk's office
of the Court aforesaid the following transcript to wit: Mary Lane Seiper vs
Samuel Kerr. Bastardy, January 4th 1849. Mary Lane Seiper an unmarried
woman and resident of the County of Union State of Ohio this day made complaint
under oath to me that she is pregnant with a child which if born alive will
be a bastard and that Samuel Kerr, is the father of said child. her said accu-
sation was then reduced to writing by me and sworn to by her. I then issued
a warrant for said Samuel Kerr directed to Thomas Moore Constable of
said Union Township in said County. January 5th 1849 with the body of
Samuel Kerr the said Constable returned the warrant endorsed thereon
I have taken the within named Samuel Kerr and have him in attend-
ance before you January 5th 1849. Just as unto T. Moore Const. the said Mary
Lane Seiper also present who was duly sworn and examined by me in the
presence of said Samuel Kerr and the examination reduced to writing
by me and finding the said complaint true the said Samuel Kerr therefor
refusing to say the said Mary Lane Seiper to her satisfaction it is ordered
and adjudged that he enter into a recognizance in the sum of Five
Hundred Dollars for his appearance at the next term of the Court of Com-
mon Pleas. of Union County to answer said complaint and abide the
Order of the Court thereon. the said Samuel Kerr with Galatia Sprague
and Elizabeth Parthomer entered into recognizance accordingly.
Costs, affidavit 25, warrant 25, ~~50~~ - 50
Docket fee 25, recognizance 25, transcript 3 1/2 - 8 1/2
Const fees the warrant 25 attending court 50, 75-

State of Ohio Union County ss. I hereby certify the within to be a true
and accurate transcript of the proceedings had by and before me in
the within case, given under my hand this 10th day of March 1849
Andrew Myers J.P. said recognizance referred to in the foregoing trans-
cript and filed therewith reads in the words and figures following to wit:
State of Ohio Union County ss. Be it remembered that on this fifth day of
January in the year of One thousand eight hundred and forty nine Samuel
Kerr, Galatia Sprague & Elizabeth Parthomer, personally appeared before

me Andrew Keys, a Justice of the peace of Union Township in said County, and jointly and severally acknowledged themselves to owe and be indebted unto the State of Ohio for the use and benefit of Union Township in said County the sum of Five hundred Dollars to be levied of their goods and Chattels lands and tenements upon this condition that the said Samuel Kern, shall personally appear before the Court of Common Pleas next to be holden in and for said County of Union on the first day of the term thereof continuing from day to day and then and there answer unto a Complaint of Bastardy made by Mary Lane Seepers, against him and abide the Order of the Court thereon then this recognizance to be void otherwise to be and remain in full force in Law. Laminé Kern, Galatia Sprague, Elizabeth ^{his} Parthomer ^{mark} Attest Thomas C. Moore. Taken ~~before~~ and acknowledged before me the day and year aforesaid Andrew Keys J.P. and afterwards at the May term of said Court, to wit on the 1st day of June A.D. 1849. This day came the defendant Samuel Kern, and for plea says that he is guilty of the Charge of Bastardy, as Complaind against him by the said Mary Lane Seepers, therefore it is considered by the Court that the said defendant pay to the said Mary Lane Seepers for the support of her infant child the sum of One hundred and fifty Dollars in manner following to wit, twenty five dollars in three months and twenty five Dollars in six months from the rising of this Court, fifty dollars in One year thereafter and fifty dollars in One year after the last above payment for which several Amounts the said defendant is Ordered to give good Security or Stand Committed untill the further Order of this Court. Judgment is hereby rendered for the several Amounts above Ordered to be paid, and Execution authorized to issue as the payments respectively become due, unless paid.

Attest James Kirkadee Clerk

John Elliott
vs
Jacob S. Parthomer et al

Pleas before his Honor James S. Torbert Esq. President and Christian Myers Levi Phelps and James R. Smith his associates Judges at a Court of Common Pleas begun and held at the Court House in the town of Mansfield within and for the County of Union and State of Ohio on the twenty ninth day of May in the year of Our Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit on the 21st day of September A.D. 1848 John Elliott by Cole Witter his Attorneys sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit. State of Ohio Union County, To the Sheriff of said County, Greeting, we Command you to summon Jacob S. Parthomer, Alexander Amrine and Jacob A. Parthomer to appear forthwith before the judges of Our Court of Common Pleas, in and for the County aforesaid, at the Court house in said County to answer unto John Elliott in a plea of trespass, Damages Five hundred Dollars, and have you then there this writ. Witness John Cassils Clerk of said Court at the Court House aforesaid this 21st day of September A.D. 1848

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Jan Myers
of Common
within and for
in the year of
1845
side of the Court
in County of
Jacob S Parth
before the judges
at the Court house
s. Damages
John Cassil
September 1845

John Cassil Clerk. Upon which said writ was the following endorsement to wit, Suit
brought to recover damages sustained by Plaintiff by reason of Defendants entering Plaintiff Close Situate
in Survey N^o 1913 in Union County Ohio, on the first day of November 1847 and at diverse times
since up to the commencement of this suit, and then and there cutting down and destroy-
ing divers trees to wit, 100 Oak trees 100 ash trees 100 Sugar trees 100 hickory trees and 100 other
trees. Damages claimed by Plaintiff Five hundred dollars. Cole & Witter atty for Plaintiff.
And afterwards to wit on the 23rd day of September 1848. Said Sheriff returned said writ with
his endorsement thereon as follows to wit, Served this writ by delivering to Jacob S. Parthomer
& Alexander Amrine, each a certified copy thereof, and by leaving a certified copy
thereof at the residence of Jacob S Parthomer September 21, 1848. Philip Snider Sheriff
and afterwards to wit on the 2nd day of November 1848. the said Plaintiff by Cole & Witter his
Attorneys filed herein his narration in the words and figures following to wit, Court of Common
Pleas of Union County, The State of Ohio Union County, ss. of the October Term 1848. John Elliott
Complainant of Jacob S Parthomer, Alexander Amrine and Jacob A Parthomer in a plea of trespass
for that the defendants, on the first day of November 1847, at the County of Union aforesaid
and on divers other days and times between that day and the commencement of this suit
with force and arms &c. broke and entered the Close of the plaintiff situate in Survey N^o
1913, in the Township of Paris in the County aforesaid, that is to say, a certain Close situate
in the County of Union Ohio, being part of Survey N^o 1913 beginning at Wilsons bench and two
Sugartrees the Sth line down being the N. W. Corner to the Survey & S. W. Corner to Survey N^o 4074, in the
name of Benjamin Biggs, thence running with Original West line of the Survey present
Corner S. E. 6127 poles to a sugartree black ash and two hickories, thence N. E. 6126 poles
to a Stake witness a tree, thence N. W. 1137 poles to a Stake in the line of Biggs said
Survey thence with Biggs line S. E. 1128 poles to the beginning containing 100 acres, and
then and there cut down prostrated and destroyed the trees to wit, One hundred Oak
trees, One hundred ash trees, One hundred Sugartrees, One hundred hickory trees and
One hundred other trees, of the Plaintiffs of great value to wit of the value of five hundred
dollars then growing, and the timber wood and branches thereof cutting and arising to wit,
500 Cart Loads of timber 500 Cart Loads of wood and 500 Cart Loads of branches of the Plaintiffs
of great value, to wit, of the value of five hundred dollars took & and carried away and
converted and disposed thereof to their the Defendants own use to wit, at the said County, and
by reason of the several premises, the said Close of the said plaintiff, became and
was and is much impoverished, and injured and deteriorated in value and other
wrongs to the plaintiff than did to wit, at the County aforesaid against the peace
and dignity of the State of Ohio, and to the damages of the plaintiff of five hun-
dred dollars, and therefore he brings this suit &c by Cole & Witter his attys,
and afterwards to wit on the 22nd day of January, 1849, the said Defendants
By J. C. Coughly their attorney filed herein their plea in the words and
figures following to wit, Jacob S Parthomer, Alexander Amrine and
Jacob A Parthomer, ad John Elliott, In Trespass, and the said Jacob
S Parthomer, Alexander Amrine, and Jacob A Parthomer, Comes and defends
and says, that they are not guilty in manner and form as the said John
Elliott hath complained against them, and of this they put themselves
upon the Country and the said John Elliott with the like, J. C. Coughly atty
for Defendants, and afterwards at the may term of said Court to wit on the
2nd day of June 1849. This day came the parties by their attorneys and

Thereupon came a Jury to wit Jacob Longbrake, Samuel Robinson, Edwin Spain, Lewis Arroy, Samuel Wallinger, Gregory Hawley, Levi Taylor, Dixon Mitchell, Joseph Hobert, Abraham Terrill, Benjamin Tucker Jr, and Alexander R Bowen, who being empanelled and sworn, the truth to speak upon the issue joined between the parties, upon their Oaths do say that the said Jacob Sully Parthomer, Alexander Amine, and Jacob A Parthomer, are guilty in manner and form as the said John Elliott hath complained against them, and they assess the damages of the said John Elliott by reason of the premises to two dollars and fifty cents, therefore it is considered that the plaintiff recover of the Defendants, the said sum of two dollars and fifty cents his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to

Dollars cents,

Attest: James Win Kade Jr, Clerk.

Alexander Burnside Ex Dem
 Addison Osborn et als
 by
 Jesse Wettrby and
 Aaron Thornton

Pleas before his Honor James S Corbett Esq. President and Christian Myers, Levi Phelps and James R Smith his associates, Judges. At a court of Common Pleas begun and held at the Court House in the town of Mansfield within and for the County of Union and State of Ohio, on the twenty ninth day of May in the year of our Lord One thousand Eight Hundred and Forty nine,
 Be it remembered that heretofore to wit on the 21st day of June AD 1845, came Alexander Burnside By Allison Henry his Attorney, and filed in the Clerks Office of the Court aforesaid his Declaration, together with notice to the tenants and the return of service, which reads in the words and figures following to wit Court of Common Pleas of Union County, of the term of April AD 1845. The State of Ohio Union County ss. Alexander Burnside, Complainant of Richard Roe, for that Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn and Josiah Osborn, on the first day of January AD 1845, at the County of Union aforesaid had demise to the said Alexander, the following lands and tenements to wit: a certain lot or tract of land containing two hundred and seventy two acres or there same more or less, situate between the Little Miami and Scioto Rivers and in the County of Union and State of Ohio, being a Military Survey, N^o 10745, Originally for one hundred and sixty six acres, in the name of Robert Green, and a Survey, N^o 13427, Originally for eighty nine acres, in the name of James Galloway Jr, containing by a resurvey 272 acres, as aforesaid, on the waters of Scioto on Rush Creek, and also ten messuages, ten cabins, ten barns, ten stables, ten orchards, ten Out Houses, ten yards, ten gardens, two hundred acres of arable land, two hundred acres of meadow land, two hundred acres of pasture land, three hundred acres of wood land, three hundred acres of land covered with water, and two hundred and seventy two acres of other land, with the appurtenances, situate in the said County of Union, to have and to hold the same to the said Alexander, from the first day of January AD 1845, aforesaid, for and during the term of ten years, thence next ensuing: By virtue of which demise the said Alexander, entered into the said tenements with the appurtenances and was possessed thereof, for the term aforesaid: And the said Alexander being so thereof possessed, the said Richard, afterwards to wit, on the first day of April AD 1845, at the County of Union aforesaid, with force and arms, entered into the

Said tenements with the appurtenances, and ejected the said Alexander, therefrom, and other wrongs to the said Alexander there and there did, to his damage five dollars, and therefore, he sues &c. By Allison Henry his attorneys, Messrs. Jesse Wetherby, Jesse Thornton, and Jonathan Fields, his. 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 yourself defendant in my stead, otherwise judgment will then be entered against me by default, and you will be turned out of possession, May 19th 1848, Richard Roe, May 19th 1848. I personally served Jesse Wetherby, Jesse Thornton and Jonathan Fields, tenants in possession of the premises in the within declaration mentioned, or of part thereof, each with a true copy of the within declaration and notice, and at the same time acquainted the said Jesse Wetherby, Jesse Thornton, and Jonathan Fields with the intent and meaning of the said declaration and notice, Philip Snider Sheriff, September 15th 1848, I personally served Aaron Thornton tenant in possession of the premises in the within declaration mentioned or of part thereof, with a true copy of the within declaration and notice (except where the name of Jesse Thornton is stated there I inserted the name of Aaron Thornton instead thereof) and at the same time acquainted the said Aaron Thornton with the intent and meaning of the said declaration and notice, Philip Snider Sheriff, and afterwards went at the same term of said Court AD 1848, Consent rule filed and Cause continued, and afterwards went at the September term AD 1848, of said Court this cause was continued, and afterwards went on the 30th day of May AD 1849 the said Jesse Wetherby and Aaron Thornton by Cole & Witter their attorneys filed herein the following consent rule and plea in the words and figures following to-wit Alexander Burnside Ex Dem. Adison Osborn et al. vs Jesse Wetherby and Aaron Thornton Eject. And the said Jesse Wetherby, Jesse Thornton and Jonathan Fields come and confess the lease entry, and enter in the said declaration mentioned and admit themselves to be in possession of the said premises in said declaration mentioned; and for plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against them and of this they put themselves upon the Country and the said Alexander Burnside doth the like, By Cole & Witter attys for Defts. and afterwards went at the May term of said Court, to-wit. on the 2nd day of June AD 1849. This day came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises do find that the said Jesse Wetherby and Aaron Thornton, are guilty of the trespass and Ejectment laid to their charge in manner and form as the said Alexander Burnside Ex Dem Adison Osborn et al. hath complained against them and ~~to~~ do assess the damages of the said plaintiff by reason thereof to one Cent. therefore it is considered that the said plaintiff, recover against the said Jesse Wetherby and Aaron Thornton, his said term yet to come of and in the tenements aforesaid with the appurtenances, and also his damages by by the Court aforesaid assessed, together with his costs herein expended taxed to Dollars Cents, And thereupon the said Jesse Wetherby and Aaron Thornton the defendants by Cole & Witter their Counsel and made application to the Court for the valuation of improvements and assessment of damages, under the Statute for the relief of Occupying Claimants and the Court having considered and of the same are of opinion that they are in full parts, whereupon it is ordered that further proceedings may be had in the premises according to the provisions of said Statute,

Attest James Knickerbocker Clerk.

in, Edwin Spain
 on Mitchell
 Alexander &c
 sign the issue
 Jacob S. City
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 Plaintiff recover
 damages
 behalf expended
 Myers,
 of Common
 in and for the
 the year of 1848.
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 name of James
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 city of Union, to
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 virtue of which
 appurtenances
 Alexander being
 it day of April
 tened into the

Elizabeth Cooledge
 Executrix
 As
 Uriah Cooledge vs

Pleas before his Honor James S. Torbert Esq. President and Christian Rogers
 Levi Phelps and James R. Smith his Associates Judges. At a Court of Common
 Pleas begun and held at the Court House in Mansville within and for the
 County of Union and State of Ohio. On the Twenty Ninth day of May in the
 Year of Our Lord One thousand Eight Hundred and Forty nine,
 Be it remembered that heretofore to wit On the 19th day of August A.D. 1848. Came
 Elizabeth Cooledge Executrix. By Cole Witter her attorney, and filed in the Clerk's
 Office of the Court aforesaid her petition in the words and figures following to wit:
 To the Court of Common Pleas within and for the County of Union and State of Ohio. Elizabeth Cooledge
 executrix of the last Will & Testament of John Cooledge, deceased, late of Union County, Ohio,
 Represents that the personal property of said decedent is insufficient to pay the debts of the estate
 that all the personal property of said decedent has been exhausted that said estate is owing
 (as nearly as can now be ascertained) about seven or eight hundred dollars, which is
 yet unpaid, that said decedent did seized in fee simple of the following described, real
 Estate, Situate in the County of Union & State of Ohio, and bounded and described as follows to wit:
 Parts of Survey No. 458 & 457 bounded on the north by Big Darby Creek, on the west by lands owned
 by R. & Josephus Reed, on the south by lands owned by A. Wall, and on the east by lands
 owned by A. Wall & Warren Rose, containing one hundred and sixty four acres of land
 more or less, being all that certain tract of land lying on the waters of Big Darby, & owned
 by the said John Cooledge at the time of his demise. Your petitioner further represents that
 said decedent died leaving your petitioner his widow and that dower has been assigned
 to her in Sixty acres in said premises, that the following persons are the heirs having the next
 estate of inheritance in the premises above described from the said decedent namely: Uriah
 Cooledge, Matthew Cooledge, Nancy Saunders, & Charlotte Cooledge. Your petitioner therefore
 prays that the said persons above mentioned and described having the next estate of inheri-
 tance in said premises from said decedent, may be made parties defendants to this petition
 and that writ of Subpoena may accordingly issue against them, that they may be compelled
 to answer all and singular the premises, and that on the final hearing of this cause, your
 petitioner may be authorized to sell & convey said real Estate, subject to the said dower of your
 petitioner, or so much thereof as will discharge the debts of said decedent with inci-
 dal charges under such regulations as are provided by Law. By Cole Witter her attorney,
 and afterwards to wit on the 22nd day of August 1848. a subpoena in Chancery was issued and
 delivered to the Sheriff of Union County, in the words and figures following to wit. The State of Ohio
 Union County, ss. To the Sheriff of the County of Union Greeting, We Command you to summon
 Uriah Cooledge, Matthew Cooledge, Nancy Saunders and Charlotte Cooledge, to appear before
 the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next
 ensuing, to answer a Petition to sell land in Chancery, exhibited against them by Elizabeth
 Cooledge Executrix of the last Will and Testament of John Cooledge, deceased, and this
 they shall in no wise omit under the penalty of One thousand dollars, and have then this
 L.S. This writ. Witness John Cassie, Clerk of our said Court, at the Court House, this 22nd day
 of August A.D. 1848. John Cassie, Clerk of Common Pleas, and afterwards to wit on
 the 14th day of September A.D. 1848. said Sheriff returned said writ with his endorsement
 thereon as follows to wit: Served this writ by delivering to each of the within named defend-
 ants a certified copy thereof, Philip Swider Sheriff, and afterwards to wit on the
 22nd day of September A.D. 1848, on motion to the Court by Cole Witter attorney for the petitioner
 it is ordered that, David Cunningham Jacob Fairfield and Andrew Keyes, being first

duly sworn, do upon actual view of the premises make a just valuation of the following real estate subject to the widows dower tract, Situate in the County of Union State of Ohio bounded and described as follows part of Survey Nos. 4518 & 4277 bounded on the north by big Darby Creek, on the west by lands owned by J. W. & Josephus Reed, on the south by land owned by A. Waller, & on the east by land owned by A. Waller & Warren Rose, containing one hundred & sixty four acres more or less being all that certain tract of land lying on the waters of big Darby & owned by John Coolidge at the time of his demise that they return such valuation to the next term of this Court, & it is further ordered that the said Elizabeth Coolidge proceed according to law to sell the real estate in the said petition described subject to the dower estate of the said Elizabeth which has been assigned in pursuance of a former order of this Court and upon the following terms to wit One third down, one third in twelve months and one third in twenty four months with int. and that the deferred payments to be secured by mortgage, and it is further ordered that the said Elizabeth Coolidge make return of her proceedings in the premises to the next term of this Court. Said order having been certified to the said Elizabeth Coolidge under the Seal of said Court was afterwards to wit on the 29th day of May 1849, returned with her endorsement thereon together with the appraisers report thereto attached, in the words and figures following to wit Elizabeth Coolidge Executrix of John Coolidge dec'd vs. Uriah Coolidge et al. Common Pleas. Petition to sell land, in obedience to the Order of the Court in this case, after being duly sworn, and upon actual view of the premises in the said petition described, we the undersigned appraisers, do estimate the just value of said real estate described in said petition being one hundred and sixty four acres, more or less, subject to and incumbered by the dower estate of Elizabeth Coolidge the widow of said John Coolidge deceased, said dower having been assigned to said widow in 40 acres in said premises, under a former order of this Court) at \$1700. Seventeen hundred dollars, April 30th 1849. Andrew Keyes, Jacob Fayfield, David Burnham, appraisers, personally appeared before me David Burnham & Jacob Fayfield the above named persons and made solemn oath that they would upon actual view honestly and impartially appraise the real estate in the performance of the Order of the Court of Common Pleas, of Union County, in the case of Elizabeth Coolidge vs John Coolidge dec'd, Andrew Keyes, J.P. State of Ohio Union County ss, On the 30th day of April 1849 before me personally appeared Andrew Keyes, and made solemn oath that he would upon actual view honestly, and impartially appraise the real estate in pursuance of the Order of the Court of Common Pleas of the aforesaid County, in the case of Elizabeth Coolidge vs John Coolidge dec'd, April 30th 1849, David Burnham J.P. In obedience to the within Order on the 30th day of May 1849, I offered the within described land for sale subject to the dower, after having had the same duly advertised in the Argus, a news paper published in the County of Union, and Street of the same to Reuben P. Mann, for the sum of Eighteen hundred & fifty dollars, he being the highest & best bidder, and having bid more than two thirds the appraisement, Elizabeth Coolidge Executrix of John Coolidge deceased, By Cole & Witherher attys. And afterwards to wit at the May term of said Court to wit on the 3rd day of June 1849, On motion to the Court by, and upon producing the return of the proceedings of the sale made by the Petitioner as shown before ordered and the Court having examined the same and being satisfied that said sale has in all respects been legally made, It is ordered that the same be and hereby is approved and confirmed, and that the said Petitioner execute and deliver to the purchaser, a deed in fee simple for the real estate so by her sold as aforesaid.

Attest, James Reinhardt, Clerk

Christian Ingers
Court of Common
and for the
of May in the
no,
T. D. 1848. Cause
in the Clerk's
ing Court,
Elizabeth Coolidge
County, Ohio,
the debts of the estate
estate is owing
debt, which is
ing described, real
as follows to wit
By lands owned
East by lands
in acres of land
Darby & owned
represents that
has been assigned
in having the next
andly, which
petitioner therefore
estate of which
to this petition
may be compelled
the cause, your
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the said attys
issued and
the State of Ohio
to summon
appear before
of the term next
by Elizabeth
ceased, and this
and have then there
ize, this 22nd day
and to wit on
his endorsement
in names of said
Court on the
the petitioner
being first

Samuel Graham Administrator
of the Estate of Thomas Butterfield dec'd
vs
Sarah Butterfield et als

Pleas before their Honors Levi Phelps, James R Smith and William W. Woods Associate Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty Nine,

Be it remembered that heretofore to wit, on the 14th day of February A.D. 1849 came Samuel Graham Administrator of the Estate of Thomas Butterfield deceased by Cole Witter his attorneys, and filed in the Clerks Office of the Court aforesaid his petition in the words and figures following to wit,

"To the Court of Common Pleas, within and for the County of Union and State of Ohio, Samuel Graham Administrator of the Estate of Thomas Butterfield deceased late of the County aforesaid comes and shows to the Court by way of petition that he finds an entry on the account Book of the said deceased in his own hand writing of which the following is a true copy July the 24 1842 Charles Bennett Dr To Thomas Butterfield To five acres of land at four dollars per acre \$20.,"

By which entry and other testimony within the knowledge of your petitioner he is satisfied that the said Butterfield at that time entered into a Contract to sell & convey to the said Bennett five acres of land, and your petitioner further represents that the said Bennett did at the time take possession of and improve about that amount of land the legal title of which was in the said Butterfield at the time of his death and that the said Bennett still holds possession of the same and that said land is described as follows to wit, being part of Survey N^o in York Township said County, beginning at the S.W. Corner of land owned by said Charles Bennett running thence with the line of said Bennetts land east about 13 poles to the S.E. Corner of said Bennetts land. The above line is to be a base and from each of and parallel lines are to be run from each of said corners S. a sufficient distance to make five acres of land in an oblong square which lines will be about 13 poles in length. your petitioner represents that he is advised and believes that the said Charles Bennett has fulfilled his part of said agreement by paying the purchase money in full as is shown by the account of said Bennett against said Butterfield ready to the Court to be shown amounting to \$22; your petitioner further represents that the Thomas Butterfield departed this life in the year 1844, without having completed said Contract by conveying said land and that your petitioner was afterwards appointed and qualified as Administrator of said Butterfield. and in as much as the said Bennett has fully completed his part of said Contract your petitioner is therefore desirous of having said Contract completed by conveying to the said Bennett said land. your petitioner further represents and being Sarah Butterfield his widow John Butterfield, Hugh, Mary, Catharine, Caroline, Army, William, Samuel, Thomas and Lewis Butterfields his and legal representatives who all reside in said County of Union and are all under age of majority except John, your petitioner therefore prays that the said widow and heirs may be made parties defendant to this petition and on final hearing of this case your petitioner may be authorized and empowered to complete said Contract by conveying said land and the interest of said defendants in the same to the said Charles Bennett, and as in duty bound &c he will ever pray Samuel Graham, By Cole Witter his Atty's."

Raper & Brother
vs
James S. Alexander

William W. Woods
 held at the
 County of Union
 year of our
 May AD 1849
 Butterfield
 Office of the
 following writ,
 of Ohio,
 deceased late
 that he finds
 hand writing
 Bennett Dr
 acre #20, "
 your petitioner
 into a contract
 a petitioner
 session of and
 Butterfield at
 on of the same
 by N^o in
 by said
 about 13 poles
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 will be about
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 Bennett against
 your petitioner
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 Hugh, Mary,
 Butterfield
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 and empowered
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 duty bound &c
 attys,"

LS

And afterwards to wit on the 21st day of July AD 1849, a Subpoena in Chancery was issued in the words and figures following to wit, "The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting; We Command you, that you Summon John Butterfield Sarah Butterfield, Hugh Butterfield Mary Butterfield, Catharine Butterfield, Caroline Butterfield, Amy Butterfield William Butterfield, Samuel Butterfield, Thomas Butterfield and Lewis Butterfield, to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a petition in Chancery, exhibited against them by Samuel Graham Administrator of the estate of Thomas Butterfield deceased, and this they shall in no wise omit, under the penalty of One Thousand dollars, and have then and there this writ, Witness James Winkadeff Clerk of our said Court, at the Courthouse, this 21st day of July AD 1849. James Winkadeff Clerk of Com. Pleas." Said writ was afterwards returned endorsed as follows to wit, "Served on us July 24. 1849. John Butterfield, Hugh Butterfield, State of Ohio Union County ss. Benj Hudson makes oath that he served the within named Defts. (except those acknowledging service) with a true copy of the within July 30. 1849 Benjamin Hudson. Sworn to and subscribed before me this July 30th 1849 J. B. W. Haynes, J.P." and afterwards to wit, On the 14th day of August AD 1849, "This day came the petitioner and showed to the satisfaction of the Court, that the contract in said petition set forth, was duly made and has been fully complie'd with on the part of the said Charles Bennett, the purchaser of the lands in the said petition described, and that due notice of the pendency of this petition and the demand thereof has been given to the said heirs at Law of the said Thomas Butterfield deceased, therefore it is ordered that the said Samuel Graham for and in behalf of the said heirs of the said Thomas Butterfield deceased, make execute and deliver to the said Charles Bennett, a deed in fee simple for the lands and tenements in said petition described according to the Statute in such case made and provided.

Attest, James Winkadeff Clerk,

Raper & Brother
 as
 James S. Alexander

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods Associate Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, On the Fourteenth day of August in the year of our Lord One Thousand Eight Hundred and Forty nine, Be it remembered that heretofore to wit, On the 23rd day of September AD 1848 Raper & Brother By Allison Hurry their attorneys Sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit, "State of Ohio Union County ss. To the Sheriff of said County Greeting; We Command you to Summon, James S. Alexander, 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 Raper & Brother, in a plea of Assumpsit, damages Four Hundred dollars and have you then there this writ."

Es. Witness John Cassie, Clerk of said Court at the Court House aforesaid
 This 23^d day of September AD 1848. John Cassie Clerk, upon which said
 writ was the following endorsement writ, "Suit brought to recover the price and
 value of goods sold and delivered; money had and received; and money found
 to be due on an account stated &c, Damages Claimed, Four Hundred Dollars
 Allison & Curry Attorneys for Plaintiffs" and afterwards writ on the 23^d day
 of September AD 1848. Said Sheriff returned said writ with his endorsement
 thereon as follows, writ? Served this writ by delivering to the defendant a
 Certified Copy thereof; September 23^d 1848. Philip Smider Sheriff,
 and afterwards writ on the 7th day of July AD 1849. The said Plaintiffs
 by Allison & Curry his Attorneys filed herein his Declaration in the words
 and figures following writ, "The State of Ohio Union County ss, Court of Com-
 mon Pleas, May Term AD 1849. Raper & Brother, partners, trading under
 the name and style aforesaid, Complain of James S. Alexander in a plea
 of Assumpsit; for that whereas, the said James S. Alexander, on the first
 day of September AD 1849, at the County of Union aforesaid, was indebted
 to the said Plaintiffs in the sum of four hundred dollars for the price
 and value of goods then and there bargained and sold by the Plaintiffs
 to the defendant at his request, and in four hundred dollars for
 the price and value of goods then and there sold and delivered by the
 Plaintiffs to the defendant at his request; and in four hundred dollars
 for money then and there paid by the Plaintiffs for the use of the defendant
 at his request; and in four hundred dollars for money then and there
 had and received by the defendant for the use of the Plaintiffs; and in
 four hundred dollars for money found to be due from the defendant to the
 Plaintiff on an account then and there stated between them, and
 whereas the defendant afterwards, on the day and year last aforesaid
 at the County aforesaid in consideration of the premises, then and there
 promised to pay the said several sums of money to the Plaintiffs 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 Plaintiffs four hundred dollars, and thereupon they bring Suit &c,
 By Allison & Curry His Attys; and afterwards writ on the 14th day of August
 AD 1849. This day came the said Raper & Brother by Messrs Allison & Curry their Attorneys
 and the said James S. Alexander though solemnly called came not but made default
 It whereupon it is considered that the said Plaintiffs, ought to recover their Dam-
 ages by reason of the premises and neither of the parties requiring a Jury and
 the Court being fully advised in the premises do assess the damages of the
 said Plaintiffs to two hundred and seventeen dollars and forty five Cents
 Therefore it is considered that the said Plaintiffs recover of the said
 James S. Alexander the said sum of two hundred and seventeen
 dollars and forty five Cents, their damages aforesaid in form
 aforesaid assessed and also their costs in this behalf expended
 taxed at

Dollars,

Attest James Rivkade, Clerk,

Matthews & Shaw
 vs
 R. S. Maynard

Matthews & Shaw
vs
R S Maynard

Pleas before Their Honors, Levi Phegys, James R Smith and William W. Woods Associate Judges. At a court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On the Fourteenth day of August in the year of our Lord One thousand eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 11th day of January A.D. 1849. Matthews & Shaw by messrs. Allison Hurry their Attornies Sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit: "State of Ohio, Union County ss. To the Sheriff of said County Greeting: We Command you to Summon R S Maynard 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 Joseph D Matthews & William C. Shaw trading under the firm of Matthews & Shaw in a plea of Assumpsit damages, Twelve hundred dollars, and have you, then there this writ. Witness James Kirkade Jr Clerk of said Court at the Court House aforesaid this Eleventh day of January A.D. 1849. James Kirkade Jr Clerk." Upon which said writ was the following endorsement to wit: "Sunt brought on note of hand given by defendant to plaintiffs or order for eight hundred and sixty one dollars and ninety three cents payable six months after the date thereof and dated Baltimore April 10-1845 &c also for goods sold and delivered, money had and received &c. Damages claimed as due \$1200, or Allison Hurry atty for Pltys." And afterwards to wit on the 16th day of January A.D. 1849. said Sheriff returned said writ with his endorsement thereon as follows to wit: "Served this writ by delivering a certified copy thereof to the within named defendant January 16, 1849. Philip Sneider Sheriff." And afterwards to wit on the 7th day of July A.D. 1849. The said plaintiffs by Messrs. Allison Hurry their Attornies filed herein their Narration in the words and figures following to wit: "The State of Ohio Union County ss. Court of Common Pleas of Union County May Term A.D. 1849. Joseph D. Matthews & William C. Shaw (partners) trading under the firm of Matthews & Shaw - Complain of R. S. Maynard in a plea of Assumpsit, for that whereas the said defendant on the 10th day of April A.D. 1845 at the City of Baltimore in the State of Maryland, to wit, at the County of Union aforesaid, made his promisory note in writing, and delivered the same to the said plaintiffs and thereby promised to pay to the said plaintiffs or order Eight hundred and sixty one dollars and ninety three cents in six months after the date thereof, which period has now elapsed, and the 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 also for that whereas, the said defendant on the 1st day of January A.D. 1849 at the County of Union aforesaid was indebted to the said plaintiffs, in the sum of One thousand dollars, for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request; and in One thousand dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant at his request; and in One thousand dollars for money then and there

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had and received by the defendant for the use of the plaintiffs; And in twelve hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them. And whereas the defendant afterwards on the day and year last aforesaid, at the County aforesaid, in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs 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 plaintiffs twelve hundred dollars and thereupon they bring Suit &c. By Allison Henry their attys^r and afterwards writ. On the 14th day of August A.D. 1849 this day came the said Matthews & Shaw By Messrs Allison Henry their attorneys, and the said R.S. Maynard though solemnly called came not but made default, whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said plaintiffs to nine hundred and five dollars and sixty cents, therefore it is considered that the said plaintiffs recover of the said R.S. Maynard the said sum of nine hundred and five dollars and sixty cents, their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at _____ dollars.

Attest: James Kinkadee Clerk,

Cyprian Lee Treasurer
vs
William H Frank et al

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods, associate Judges. At a court of Common Pleas begun and held at the Court House in the town of Waverick within and for the County of Union and State of Ohio on the fourteenth day of August in the year of our Lord One thousand Eight hundred and Forty nine,

Be it remembered that heretofore to wit, On the 28th day of April A.D. 1849 Cyprian Lee, Treasurer &c. By Messrs Allison Henry his attorneys sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to summon William H Frank, A.C. Jennings, L.S. Alexander and W.W. Woods 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 Cyprian Lee Treasurer of Union County Ohio, and successor in office of A. Pollock for the use of Union County, in a plea of assumpsit damages three hundred dollars, and have you then there this writ. Witness James Kinkadee Clerk of said Court, at the Court House aforesaid this 28th day of April A.D. 1849. James Kinkadee Clerk. Upon which said writ was the following endorsement to wit. Suit brought on a note of hand given by defendants to A. Pollock or his successor in office for the use of Union County, for One hundred and thirty dollars payable on or before the 26th day of January 1845 with interest from date to be paid annually, dated the 19th day of November 1841 &c also for

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41 &c also for

goods sold and delivered, money had and received &c. Allison Henry attys
for P^lff, and afterwards to wit. On the 29th day of May A.D. 1849, said Sheriff returned
said writ with his endorsement thereon as follows to wit, Served this writ by deliv
-ering to James S. Alexander & W. W. Woods, each a certified copy thereof on the
28th day of April 1849 and by delivering to W. H. Frank a certified copy
thereof on the 30th May 1849, A.C. Jennings not found, Philip Snider Sheriff,
and afterwards to wit. On the 7th day of July A.D. 1849, the said plain tiff By
Messrs. Allison Henry his attornies, filed herein his variation in the
words and figures following to wit: "The State of Ohio Union County ss. Court
of Common Pleas, May Term A.D. 1849 Cyprinian See Treasurer of Union County
Ohio, and Successor in Office of A. Pollock, for the use of Union County, complains
of W. H. Frank, L. S. Alexander and William W. Woods (The Sheriff having returned
not found, as to A. C. Jennings, against whose process in this case was also
issued) in a plea of Assumpsit, for that whereas, the said defendants
with the said A. C. Jennings on the 19th day of November A.D. 1841 at the
County of Union aforesaid, made their promisory note in writing, and delivered
the same to one A. Pollock, then Treasurer of said County of Union, and
thereby promised to pay to the said A. Pollock, or his Successor in Office
for the use of Union County, One hundred and thirty dollars, or or before
the 26th of January A.D. 1845, with interest from the date thereof, which
period has now elapsed, and the said defendants and the said A. C.
Jennings, then and there in consideration of the premises, promised to pay
the amount of the said note to the said A. Pollock, or to his Successor in Office
for the use of Union County, according to the tenor and effect thereof, and
the said A. Pollock, then delivered & transferred the said note to the plaintiff
who was and is the lawful Successor in Office of the said A. Pollock,
and also for that whereas the said defendants and the said A. C.
Jennings on the 1st day of April A.D. 1849 at the County of Union
aforesaid, were indebted to the said plaintiff in three hundred dollars,
for the price and value of goods, then and there bargained and sold
by the plaintiff to the defendants and the said A. C. Jennings at their
request; and in three hundred dollars for money then and there paid
by the plaintiff for the use of the defendants and the said A. C. Jennings
at their request; and in three hundred dollars for money then and
there received by the defendants and the said A. C. Jennings for the use
of the plaintiff; and whereas the defendants and the said A. C.
Jennings, afterwards on the day and year last aforesaid, at the County
aforesaid, 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 they have disregarded their promises, and have not nor
hath either of them paid the said several sums of money, nor either of
them nor any part thereof; either to the said A. Pollock, or to the plaintiff
as his Successor in Office, to the damage of the plaintiff three hundred
dollars, and thereupon he brings Suit &c. By Allison Henry his attys,
and afterwards to wit. On the 14th day of August A.D. 1849. This day came the
said Cyprinian See Treasurer &c. By Allison Henry his attornies, and the said

William H. Frank, J. S. Alexander and William W. Woods, the defendants served with the process of this Court, though solemnly called came not but made default whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to Two hundred and four dollars and Six Cents, therefore it is considered that the said plaintiff recover of the said William H. Frank, J. S. Alexander and W. W. Woods the said sum of Two hundred and four dollars and Six Cents, his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at Dollars.

and it is further ordered that in the collection of said above judgment the property of William H. Frank & James S. Alexander principles, be first exhausted before proceeding against the Security William W. Woods,

Attest James Kirkade p Clerk,

The State of Ohio for &c
vs
A. Pollock &
J. S. Alexander

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods Associate Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, on the Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine,

Be it remembered that heretofore to wit, on the 28th day of April A.D. 1849 the State of Ohio for the use of the Fund Commissioners of Union County by Messrs Allison Hurry its attorneys, sued out of the Clerk's Office of the Court aforesaid the following writ of Summons to wit: "State of Ohio Union County ss. To the Sheriff of said County, Greeting: We Command you to Summon A. Pollock and J. S. Alexander 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 the fund Commissioners of Union County, in a plea of Assumpsit damages Two hundred dollars, and have you then there this writ

Witness James Kirkade p Clerk of said Court, at the Court House aforesaid this 28th day of April A.D. 1849 James Kirkade p Clerk", upon which said writ was the following endorsement to wit: Suit brought on a note of hand given by defendants to plaintiff for One hundred and fifty dollars, on demand with interest at seven per cent, dated August 2^d 1847 given for surplus revenue, and subject to the act regulating the distribution of the same &c, also for goods sold, money lent, money had and received &c, damages claimed as due \$200, Allison Hurry attys for P. & A. and afterwards to wit, on the 29th day of May A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit: Served this writ by delivering to the within named James S. Alexander a Certified Copy thereof, on the 28th day of April 1849 also by delivering to Alexander Pollock a Certified Copy thereof on the 29th day of May 1849, Philip Snider Sheriff and afterwards to wit, on the 7th day of July A.D. 1849, the said plaintiff By Messrs Allison Hurry its attorneys filed herein its Narration in the words and figures following to wit: "The State of Ohio Union County ss, Court of Common Pleas May Term A.D. 1849, The State of Ohio for the use of the Fund Commissioners of Union

Robert S. Browne
vs
J. W. C. See et. als.

County Complain of A. Pollock, and J. S. Alexander in a plea of Assumpsit for that Whereas the said defendants on the 2nd day of August A.D. 1847 at the County of Union aforesaid made their promisory note in writing and delivered the same to the plaintiff and thereby promised to pay the plaintiff on demand One hundred and fifty dollars with interest at seven per cent per annum (the said note having been then and there given for surplus revenue and made subject to the act regulating the distribution of the same). And the said plaintiff avers that afterwards to wit on the 1st day of April A.D. 1849 payment of the said note was demanded by him of the payments, and whereas also the said defendants on the 1st day of April A.D. 1849 at the County of Union aforesaid were indebted to the plaintiff in the sum of two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendants at their request; and in three hundred dollars for money then and there lent by the plaintiff to the defendants at their request; and in three hundred dollars for money then and there received by the defendants for the use of the plaintiff, and in three hundred 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 day and year last aforesaid, at the County aforesaid, in consideration of the premises respectively promised ~~the~~ plaintiff to pay him the said several moneys on request; yet the defendants have disregarded their promises, and have not nor hath either of them paid any of the said moneys or any part thereof: To the damage of the plaintiff of three hundred dollars; and therefore he brings his suit &c. By Allison Henry his attys.

And afterwards to wit on the 14th day of August A.D. 1849. This day came the said State of Ohio for the use of the Fund Commissioners of Union County, By Allison Henry attornis. And the said A. Pollock, and J. S. Alexander, though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover their damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiff to One hundred and Sixty One dollars and thirty four cents, therefore it is considered that the said plaintiff recover of the said A. Pollock and J. S. Alexander the said sum of One hundred and Sixty One dollars and thirty four ~~Cents~~ their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at Dollars.

Attest: James Winkadey Clerk,

Robson S. Broom
vs
J. W. C. See et. als.

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods associate Judges, At a Court of Common Pleas, begun and held at the Court House in the town of Maysville within and for the County of Union and State of Ohio on the Tenth day of August in the year of our Lord One thousand Eight hundred and Forty nine, Be it remembered that heretofore to wit on the 29th day of May A.D. 1849, Robson S. Broom By Messrs Allison Henry his attornis sent out of the Clerks Office of the Court aforesaid the following writ of Summons to wit,

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J. S. Alexander
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State of Ohio Union County ss. To the Sheriff of said County Greeting;
 We Command you to Summon J.W. & See, Hugh See, J.S. Alexander &
 J.W. Evans, to appear forthwith before the Judges of Our Court of Common
 Pleas, in and for the County aforesaid, at the Court House in said County
 to answer unto Robson S Brome in a plea of Assumpsit, damages
 Two hundred dollars, and have you then there this writ. Witness James
 Kinkade Jr Clerk of said Court, at the Court House ~~aforesaid~~ this 29th day
 of May A.D. 1849. James Kinkade Jr Clerk, upon which said writ was the following
 endorsement to wit, Suit brought on a note of hand given by the said J.W. & See to
 the said Hugh See or bearer for the sum of One hundred and fifty dollars, with
 interest from date, dated February 20th 1847, and payable two years after the date
 thereof, upon which note the said Hugh See, J.S. Alexander & J.W. Evans are endorsers
 &c. also for goods sold and delivered money had and received &c. Allison Hurry
 atty for Pltffs and afterwards to wit, On the 31st day of May A.D. 1849, said Sheriff
 returned said writ with his endorsement thereon as follows to wit, Served this
 writ by delivering a certified Copy thereof to the within named W. & See May 29
 1849, and by delivering to J.S. Alexander and J.W. Evans each a certified Copy
 thereof on the 30th day of May 1849 also by delivering a certified Copy thereof
 to James See May 31st 1849. Hugh See not found, Philip Snider Sheriff
 and afterwards to wit, On the 7th day of July A.D. 1849, the said Plaintiff By
 Mess Allison Hurry his attornies filed herein his Declaration in the words
 and figures following to wit, "The State of Ohio Union County ss. Court of Common
 Pleas, May Term A.D. 1849. Robson S. Brome complains of J.W. & See, Hugh See,
 J.S. Alexander and J.W. Evans, in a plea of Assumpsit, for that whereas the said
 J.W. & See on the 20th day of February 1847 at Marysville in said County of Union
 made their promisory note in writing and thereby promised to pay Hugh See or
 bearer One hundred and fifty dollars, with interest from the date thereof; two
 years after the date thereof, which period has now elapsed, and the said Hugh See
 then endorsed the said note to said J.S. Alexander, and the said J.S. Alexander
 then endorsed the said note to J.W. Evans, who then endorsed and delivered the
 same to the said Plaintiff; and the said J.W. & See, did not pay the amount of
 the said note, although the same was presented to them on the day when it
 became due, of all which the said Hugh See, J.S. Alexander, and J.W. Evans
 then had due notice; and the said Hugh See, J.S. Alexander and J.W. Evans
 then and there, in Consideration of the premises, promised to pay the amount
 of the said note to the said Robson S Brome according to the tenor and
 effect thereof, and also for that whereas the said J.W. & See, Hugh See, J.S.
 Alexander, and J.W. Evans on the first day of May 1849, at Marysville in
 said County of Union, were indebted to the said Robson S Brome in the
 sum of Two hundred dollars for the price and value of goods then and
 there sold and delivered by the plaintiff, to the defendants at their request;
 and in Two hundred dollars for money then and there had and received
 by the defendants for the use of the plaintiff; and whereas the defendants
 afterwards on the fifteenth day of May 1849 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 the said defendants

V

Archibald M Dowell
 & Thomas M Dowell
 vs
 The Unknown Heirs and
 Devisors of Barcus Conyers
 Calvin Mason & Others

Greeting;
Alexander &
of Common
said County
damages
witness James
his 29th day
was the following
J. W. C. See to
fifty dollars, with
is after the date
us an endorser
Allison & Henry
9. said Sheriff
t. served this
W. C. See May 29
Certified Copy
a Copy thereof
Sheriff

have disregarded their said promises and have not paid nor hath either of them paid the said sums of money, nor either of them, nor any part thereof to the damage of the said Robson & Broome two hundred dollars, and thereupon he brings suit &c. By Allison & Henry, His attorneys, and afterwards writ. On the 14th day of August A.D. 1849. This day came the said Robson & Broome By Messrs. Allison & Henry his attorneys, and the said J. W. C. See J. S. Alexander and J. W. Evans, the defendants served with the process of this Court, though solemnly called came not but made default, whereupon it is considered that the said Robson & Broome ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiff, to One hundred and seventy two dollars and thirty five cents. Therefore it is considered that the said Robson & Broome recover of the said J. W. C. See, J. S. Alexander and J. W. Evans, the said sum of One hundred and seventy two dollars and thirty five cents, his damages aforesaid in form aforesaid assessed and also his costs herein expended taxed at Dollars

Attest, James Kirkadee Clerk,

plaintiff By
in the words
of Common
See, Hugh See,
whereas the said
County of Union
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Archibald McDowell
& Thomas McDowell
vs
The Unknown Heirs and
Devisors of Barcus Comyges
Calvin Mason & others

Pleas before their Honors Levi Phelps, James R. Smith and William W. Woods, Associate Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Maysville within and for the County of Union and State of Ohio, on the Fourteenth day of August in the year of our Lord One thousand eight hundred and Forty nine.
Be it remembered that heretofore writ. On the 26th day of April A.D. 1848 came Archibald McDowell and Thomas McDowell By Messrs. Swan & Andrews their solicitors and filed in the Office of the Clerk of said Court, their Bill in Chancery in the words and figures following to wit, "To the Court of Common Pleas of Union County, In Chancery Sitting, your Orators Archibald McDowell and Thomas McDowell represent that, that on the 25th day of February A.D. 1804 a patent was duly issued by the United States to Thomas Kermou for entry and Survey W. 1913 in said Union County which said entry includes the lands herein after described and Copy of said patent is herewith filed marked (A). On the 19th day of January A.D. 1805 the said Kermou by Hugh Boyle his Agent duly authorized for that purpose conveyed in fee simple to one Benjamin Comyges, the following described part of said entry, beginning at three Sugar trees and three iron woods on the South west Corner of said entry and north west corner of C. Rickmans Survey 1104070, thence north 2^d west 209 perches; thence N 30^d East 265 perches; thence S. 10 E. 209 perches to the south boundary line of said entry and north boundary line of C. Rickmans Survey aforesaid; thence with said Rickmans line South 80^d W. 265 perches to the place of beginning containing three hundred and forty six acres and two thirds, the deed of said as certified by Recorder from records is herewith exhibited marked (B). The said Benjamin Comyges died

About the year 1820 leaving Bartus Comyges his Only Child and
 heir and Sole devisee. The Said $346\frac{2}{3}$ acres of land became delin-
 -quent for Taxes and was sold for said delinquent Taxes by the Auditor
 of Union County in the year 1825 to One Sanford J Bennett. One
 Cornelius Comyges a friend of said Bartus procured from said
 Bennett in the year 1827 for a valuable Consideration an Assignment
 and transfer of his the Said Bennetts Tax title and Claim to said
 lands, he the Said Cornelius then being executor of the estate of said
 Benjamin, In April 1828 the Said Cornelius offered to convey the
 said land to said Bartus Comyges, if he the Said Bartus would refund
 to said Cornelius all the Costs and expenses incurred for and on acco-
 -unt of the premises, which said Bartus refused to do and by his memo-
 -randum in writing reciting the above facts expressly released and relin-
 -quished to said Cornelius all his right and claim upon said land in
 law or in equity, all which will more fully appear by the Original instru-
 -ment a copy of which is herewith filed marked (C) The Said Bartus,
 Comyges died about the year 1836 in the State of Maryland
 leaving heirs or devisees; but who they are is unknown to your Orators,
 neither the Said Bartus during his lifetime nor any other persons, his he-
 -irs or devisees have ever claimed or pretended to claim any interest or estate
 in said lands since said relinquishment made by said Bartus. The
 said $346\frac{2}{3}$ acres above described is the Only land that said Benjamin
 Comyges ever claimed or owned in said entry. On the 4th day of January
 A.D. 1838 the Said Cornelius Comyges by deed conveyed said $346\frac{2}{3}$ acres
 of land to Calvin Mason, in fee simple but by defective description.
 The deed is herewith Exhibited marked (D) On the 18th day of May
 A.D. 1844 the Said Calvin Mason and his wife conveyed to your Orat-
 -ors said premises above described by deed duly executed and acknow-
 -ledged and which are herewith filed marked (E) The title of said
 Bennett was defective but the taxes paid by him was a lien on said land.
 Your Orators title is impaired and defective at law on account of said
 case of said Bartus Comyges being executed without the forms required for
 a deed and on account of a defective description of said land in the deed
 of said Cornelius to said Calvin Mason. but your Orators aver that neither
 the Said Benjamin Cornelius nor Bartus ever owned or pretended to own
 or claim any other or different land in said entry No 1913, than said
 $346\frac{2}{3}$ acres above described; that said Cornelius obtained the lien and
 claim of said Bennett for the purpose of discharging said $346\frac{2}{3}$ acres from
 said lien and claim and said Cornelius sold and intended to convey
 to said Calvin Mason, and said Calvin Mason purchased and inten-
 -ded to receive a conveyance for the said $346\frac{2}{3}$ acres above described
 and the parties to said conveyance until very recently supposed and
 down to the decease of said Cornelius he supposed said conveyance
 covered said $346\frac{2}{3}$ acres of land; that said Bartus intended to make
 and had he not died would have made a formal deed and conveyance
 to said Cornelius; and that your Orators have a good and perfect

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 Bartus. The
 Benjamin
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equitable title to said land, The Said Cornelius Conyges died about the
 year 1845 The names and residence of his heirs or devisees are unknown
 to your Crators except Hannah B. Conyges who is the witness to said instrument
 made by said Bartus and is the wife of said Calvin Mason and executed
 the deed to your Crators with her said husband and resides with her said
 husband in Philadelphia in the State of Pennsylvania, your Crators being
 remedless at law having no means of procuring said title to be made to him by
 said unknown heirs and devisees of said Bartus and Conyges, pray that said
 unknown heirs and devisees and said Calvin Mason and Hannah his
 wife non residents of this State be made parties defendants to this bill and
 answer the same and on final hearing be decreed to release and convey said
 premises to your Crators by deeds in fee simple that an order may be had
 and such other and further decree and relief be given your Crators as
 to the Court may seem meet &c. Swan Andrews Solis for p. trs. The State
 of Ohio Union County ss. personally appeared in open Court Archibald M. Dowe
 petitioner above named and made oath that the names and residence of the
 heirs and devisees of Bartus Conyges and Cornelius Conyges in this bill
 described, are unknown to him except Hannah B. Conyges as in the
 bill mentioned Archibald M. Dowe, sworn to and sub. in open
 Court. Apl 26, 1848. John Cassel CLK Wm. Conpleas. said exhibit
 marked (D) refers to in the foregoing bill and filed therewith reads in the
 words and figures following to wit, Thomas Jefferson President of the
 United States. To all to whom these presents shall come. Greeting, Know
 Ye, that in consideration of military service performed by Samuel Davis,
 Thomas Bushop, both Soldiers for three years, James Bella a Sergeant
 for three years, and Anthony Carney a Sergeant for the war, to the
 United States in the Virginia line or Continental Establishment
 and in pursuance of an act of the Congress of the United States
 passed on the 10th day of August in the 1790. Entitled an act to
 errable the Officers and Soldiers of the Virginia line or Continental
 Establishment to obtain titles to certain lands lying northwest of
 the river Ohio, between the little miami and Scioto, and another
 Act of the said Congress passed on the 9th day of June in the year 1794
 amendatory of the said act, There is granted by the said United States
 unto Thomas Kemmer, a certain tract of land, containing eight
 hundred acres situate between the Little miami and Scioto Rivers,
 northwest of the river Ohio, as by Survey bearing date the twenty first
 day of May in the year One thousand eight hundred and one,
 and bounded and described as follows to wit, Surveyed for Thomas
 Kemmer eight hundred acres of land on four military warrants,
 On warrants N^o 1866, 2794, 1769, & 3456, whose rights were severally
 assigned to the said Thomas Kemmer, on the waters of Mill Creek
 a west branch of Scioto, beginning at four Sugar trees, northwest
 corner to Edward Dowses Survey N^o 3354, and southwest corner
 to John Overtons Survey N^o 4061, running thence with Overtons line
 N. 10 W. 320 poles Crossing a branch at ninety two poles to two Hickories

"A."

and a line Oak, South west Corner to Benjamin Biggs Survey No. 4074
 Thence with his line, S 86 W. 400 poles to three Sugar trees and beech,
 Thence S 10 E 320 poles to three Sugar trees and three small iron woods,
 Thence N 80 E 400 poles to the beginning with the Appurtenances. To have and
 to hold the said tract of land with the appurtenances unto the said Thomas
 Kemm and his heirs and assigns forever. In witness whereof the said
 Thomas Jefferson, President of the United States of America hath caused
 the Seal of the United States to be hereunto affixed, and signed the same
 with his hand at the City of Washington, the twenty fifth day of Febr-
 uary in the year of our Lord One thousand eight hundred and four
 and of the Independence of the United States of America the twenty eighth
 Th. Jefferson, By the President James Madison Secretary of State,
 Saml Davis Thomas Bushop, James Bell and Anthony Carney were
 Originally entitled to the bounty land granted by the within patent
 to Thomas Kemm, who claims under the said Davis, Bushop, Bell
 Carney - H. Dearborn Secy of war, War department February 25th 1804
 General Land Office. J. Thomas H. Blake, Commissioner of the General
 Land Office, do hereby certify that the foregoing is a true copy of a patent from
 the records of this office. In testimony whereof I have caused the seal of the said
 office to be hereunto affixed at the City of Washing the 24th day of June 1843
 J. H. Blake Commissioner, Said Exhibit marked (B) referred to in the foregoing
 Bill reads in the words and figures following to wit, This indenture made
 this nineteenth day of January in the year of our Lord One thousand
 eight hundred and five between Thomas Kemm of the County of Fred-
 erick and State of Virginia by Hugh Boyle his Attorney of the County
 of Fairfield and State of Ohio of the One part, and Benjamin Con-
 gess of the City of Baltimore merchant of the Other part Witnesseth
 that the said Thomas Kemm by his Attorney aforesaid for and in
 Consideration of the Sum of Four hundred and Sixty one Dollars and
 eighty nine Cents to him in hand paid before the enrolling and delivering
 hereof the receipt whereof is hereby acknowledged and thereof acquit and
 discharge the said Benjamin Congess his heirs executors and administ-
 rators, hath granted bargained and sold and by these presents do hereby
 grant bargain and sell unto the said Benjamin Congess his heirs and
 assigns forever, a certain tract or parcel of land situate in the County of
 Franklin in the State of Ohio, aforesaid and lying in the Virginia Military
 district being a part of a tract of eight hundred acres surveyed in the name
 of the said Thomas Kemm on the waters of Mill Creek a westerly branch
 of the Scioto River, bounded and described as follows to wit, At three Sugar trees
 and three iron woods on the South west Corner of said Survey and Northwest
 Corner of C. Rickmons Survey No. 4070 thence north ten degrees west two hundred
 and nine perches thence north eighty degrees east two hundred and sixty five
 perches thence South ten degrees east two hundred and nine perches
 to the South boundary line of said Survey and north boundary line of C.
 Rickmons Survey aforesaid, thence with said Rickmons line South eighty
 degrees west two hundred and sixty five perches to the place of beginning

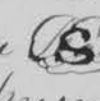
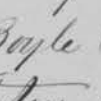
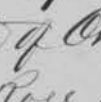
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Containing three hundred and forty six and two thirds acres, which tract of land was patented to the said Thomas ~~Kerron~~ under the hand of Thomas Jefferson, President of the United States and Seal of the said States thereto affixed on the twenty fifth day of February A.D. 1804 reference to the patent being had will more fully appear together with all improvements water courses profits and appurtenances whatsoever to the said premises belonging or in anywise appurtenanting and all the estate right title property claim and demand of him the said Thomas Kerron of in and to the same to have and to hold the lands hereby conveyed with every part and parcel thereof with every of the appurtenances unto the said Benjamin Conyges, his heirs and assigns forever, and the said Thomas Kerron by his attorney aforesaid for himself his heirs executors and administrators covenant promise and agree to and with the said Benjamin Conyges his heirs or assigns by these presents that the premises aforesaid is free and clear of and from all incumbrances whatsoever and that he will forever warrant and defend the same unto the said Benjamin and his heirs or assigns against the lawful claims and demands of every person or persons whatsoever, In witness whereof the said Thomas Kerron by his attorney Hugh Boyle herunto set his hand and seal the day and year first before written, Thomas Kerron  by his attorney Hugh Boyle  Signed Sealed and delivered in the presence of us, William Crighton Sen. William Crighton Jun 3 State of Ohio Ross County Es. Before me a justice of the peace within and for the County aforesaid personally appeared the above signed Hugh Boyle and acknowledged that the above signing and sealing is his act and deed as the attorney of the above signed Thomas Kerron. Given under my hand and seal this 19th day of January A.D. 1805 William Crighton  The State of Ohio Ross County Es. I, Otto H. W. Suckett, Recorder of the County of Ross, aforesaid do hereby certify that the foregoing is a true copy of deed from Thomas Kerron to Benjamin Conyges, as it stands recorded in my Office in Book I Vol 4 page 520 & 521. In testimony whereof I have herunto set my hand and affixed the Seal of Office at Chillicothe this 15th day of October 1843 Otto H. W. Suckett, said exhibit marked (C) refers to in the foregoing Bill reads in the words and figures following to wit: Whereas Cornelius Conyges Esq of the City of Philadelphia Executor of the Estate of my father Benjamin Conyges late of the City of Baltimore is at present seized and possessed of a tract of land situate in Union County in the State of Ohio which said land once was owned by my said father but was afterwards sold for taxes and bought in by a certain Sanford S. Bennett who afterwards conveyed the same to the said Cornelius Conyges for a valuable consideration, and whereas the said Cornelius Conyges has and does now offer to convey the said land to me if I will pay over to him all the costs and expenses which he has incurred for and on account of the same, Be it therefore known to whom it doth or may concern that I have and do decline and refuse to receive the said land on the conditions offered and do hereby forever relinquish all claims upon the same either in law or in equity Done 1 April 1828

C³

Partus Connyges - In presence of Hannah B. Connyges, Said
 Exhibit marked (D) referred to in the foregoing Bill reads in the words
 and figures following to wit, Cornelius Connyges, Deed Calvin Mason
 This indenture made the fourth day of January in the year of Our Lord
 One thousand eight hundred and thirty eight between Cornelius Connyges
 and Catharine Connyges wife of the Said Cornelius of the City of
 Philadelphia of the one part and Calvin Mason Attorney at Law of
 York, York County Penna of the other part, witnesseth that the Said
 Cornelius Connyges and Catharine Connyges for and in consideration of
 the Sum of One thousand One hundred and Seventy five dollars lawful
 money of the United States of America unto them well and truly paid by
 the Said Calvin Mason at and before the sealing and delivering of these
 presents the receipt whereof is hereby acknowledged have granted bargained
 sold aliened conveyed released and confirmed and by these presents
 do grant bargain sell alien convey release and confirm unto the Said
 Calvin Mason and to his heirs and assigns all that certain tract of land
 being part of Survey N^o of entry 1913 of 800. a c. entered for taxation in the name of
 Thomas Munson and from him transferred to Benjamin Connyges bounded
 as follows to wit, beginning at two Sugar trees and a beech the north west corner
 to Said Survey N^o 1913, thence with the line of Said Survey S 11° East 192 poles
 and thirteen links to two maples hickory and by run the variation of the Compass
 from the Original One degree to the left, thence N. 77° E 285 to two dogwoods ironwood
 hickory buckeye in the line of Silas G. Strongs land and Survey No 1913 thence with
 Said Strongs land N. 10. W 192 poles and thirteen links to two Sugar trees and a beech
 north west corner to Said Strongs land, thence S. 77. W 290 poles to the beginning con-
 taining three hundred and forty six acres it being the same land conveyed
 to Benjamin Connyges by Thomas Munson by his deed recorded in the Records
 office of Ross County Book 9 folio 520. 521 on the 15th Feb. 1805 it being the same
 tract of land sold by Levi Phelps for taxes to Sanford S. Bennett by deed recorded
 in Union County Records Office in Book 2 page 172 on 27th of April 1827 and
 afterwards conveyed by Sanford S. Bennett to Cornelius Connyges as aforesaid
 by deed recorded in the Records office of Union County Ohio in vol 2, page 188
 on 24th July 1829 as by reference will appear, together with all and singular
 the rights and privileges way waters water Courses rights liberties privileges
 Hereditaments and appurtenances whatsoever therunto belonging or in any
 wise appertaining and the revenues and remainders rents issues and profits
 and all the estate right title interest property claim and demand whatsoever
 of them the Said Cornelius Connyges in law equity or otherwise whatsoever of in
 and to the same and every part thereof to have and hold the Said conveyed
 land of three hundred and forty six acres with the hereditaments and
 premises hereby granted or mentioned or intended so to be with the appurten-
 ances therunto belonging unto the Said Calvin Mason, and to his heirs and assigns
 forever and the Said Cornelius Connyges for himself his heirs executors and Adminis-
 trators does by these presents covenant grant and agree to and with the Said
 Calvin Mason his heirs and assigns that he the Said Cornelius his heirs
 all and singular the hereditaments and premises herein above described and

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granted or intended to be with the appurtenances unto the said Calvin
Mason heirs and assigns against him the said Cornelius and the said Catharine
their heirs and against all and every other person or persons whatsoever lawfully claiming
or to claim the same or any part thereof from or under him or them shall and well ware
-ant and prove defend. In witness whereof the said parties to these presents have hereunto set
their hands and seals dated the day and year first above written. Com: Comegys, Seal
Catharine Comegys, Seal, sealed and delivered in presence of us. Ella M. Gillman, S. Badger
Maria E. Baker, State of Penn: City of Philadelphia ss. personally appeared before the
Subscriber one of the Alderman in and for the City of Philadelphia, Cornelius Coma
-gys and Catharine Comegys grantors in the foregoing indenture who did acknowledge
the same to be their act and deed and as such desired the same might be recorded
and the said Catharine having been by me examined separate and apart from her said
husband did on such separate examination acknowledge and declare that she ~~did~~
executed the same of her own free will and accord without any compulsion or
coercion of her said husband. In witness whereof I have hereunto set my hand and
seal this fourth day of January Eighteen hundred and thirty nine. S. Badger
Ald: Seal S. William C. O'Brien Prothonotary of the the County of Common Pleas of the County
of Philadelphia in the State of Pennsylvania do hereby Certify that Samuel Badger
before whom the foregoing and within deed of Indenture from Cornelius Comegys and
Catharine Comegys was acknowledged is and was at the time of taking the said
acknowledgement an Alderman in and for the City of Philadelphia duly
Commissioned as such that the signature of the said Samuel Badger to said
acknowledgement is in the hand writing of the Samuel Badger and that full and entire
credit is and of right ought to be given to all the acts and deed of the said Samuel
Badger as Alderman as aforesaid. In testimony whereof I the said William
C. O'Brien Prothonotary of the Court of Common Pleas of the County of Philadelphia
have hereunto set my hand and affixed the Seal of the said Court of Common
Pleas of the County of Philadelphia this tenth day of April Eighteen
hundred and thirty nine W. C. O'Brien Prothon. Received the day of the date of
the within indenture, the sum of One thousand One hundred and
Seventy five dollars the purchase money in said indenture named
Witness, Com: Comegys, Filed and recorded April 24th 1839 P. B. Smith
Recorder. I James Turner Recorder of the County of Union in the State
of Ohio, do hereby Certify that the within is a true and correct copy
in the Records Office in said County of Union in vol 7 pages 205, 206
7207. Given under my hand and Official Seal this ~~24~~ ²⁵ day of
October A. D. 1844 James Turner, Recorder, Said exhibits marked (E)
(F) referred to in the foregoing Bill reads in the words and figures following
to wit, This indenture made and concluded this eighteenth day of May Eighteen
hundred and forty four between Calvin Mason Esquire of the City of Philadelphia
and Hannah B. Mason his wife of the one part of the one part, and
Archibald McGowan of Union County Ohio of the other part witnesseth,
that the said Calvin Mason and Hannah B. Mason parties of the first
part for and in consideration of the sum of Six hundred dollars lawful
money of the United States to them in hand paid at and before the executing
and delivering of these presents, have granted bargained sold aliened,

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released, ~~enjoyed~~ confirmed and by these presents do grant, bargain
 sold, aliened, released, enjoyed and confirmed the equal undivided
 ninety or half part of Survey number of Survey One thousand nine hundred
 and thirteen (1913) Virginia Military Land beginning at three Sugar trees and
 three iron rods, South west Original Corner to said Survey No 1913, thence by
 the line of said Survey connecting the course thereof north eight degrees fifty
 minutes west two hundred twenty three poles to two hickories and an ash
 thence north seventy nine degrees fifty five minutes East two hundred sixty
 two hundred and sixty five poles to a hickory, buckeye and a white oak, thence
 south eight degrees and fifty minutes East two hundred and twenty three
 poles to a Stake in the Original South line of said Survey, witness a red oak
 hickory and iron rod thence with said line connecting the course thereof
 south seventy nine degrees fifty five minutes west two hundred and
 seventy five poles to the place of beginning containing three hundred forty
 six acres more or less. To have and to hold the same unto the said
 Archibald M. Dowd and to his heirs and assigns forever. To have and
 to hold the said premises with the appurtenances unto him the said
 Archibald M. Dowd, his heirs and assigns forever. And the said Calvin
 Mason and Hannah B. Mason for themselves their heirs and assigns
 do hereby covenant and agree to and with the Archibald M. Dowd his
 heirs and assigns, against them the said Calvin Mason and Hannah B.
 Mason their heirs and assigns, and all and every person whomever law
 fully claiming or to claim the same by from or under them or either, them
 to forever warrant and defend. In witness whereof the said Calvin and Han
 nah B. Mason have hereunto set their hands and seals this day and year
 aforesaid, as first above written. Calvin Mason Esq. H. B. Mason Esq.
 witnesses present to sealing and delivering by Calvin Mason, Clement J. Coote
 Wm W. Stewart, witnesses present to the sealing and delivering by Hannah
 B. Mason, Ella M. Gillman. J. Study, District Columbia Washing County
 Court. We Clement J. Coote and Wm W. Stewart Justices of the peace in and
 for the said County in the district aforesaid, do hereby certify that Calvin
 Mason a party to a certain deed, bearing date the eighteenth day of May
 in the year of Our Lord eighteen hundred and forty four and hereunto
 annexed personally appeared before us in Our County aforesaid, the said
 Calvin Mason certified to us as being the person who executed the said
 deed, and acknowledged the same to be his act and deed. Given
 under Our hands and seals this eighteenth day of May in the year of
 Our Lord eighteen hundred and forty four. Clement J. Coote J.P. Seal
 Wm W. Stewart J.P. Seal, District of Columbia Washington County Court
 & William Brent Clerk of the Circuit Court of the District of Columbia for
 the County of Washington, do hereby certify, that Clement J. Coote and William
 W. Stewart Esquires before whom the above acknowledgment was made who
 have thereto subscribed their names, were at the time thereof two of the Justices
 of the peace, in and for the County aforesaid duly commissioned and
 sworn. In testimony whereof, I hereunto subscribe my name and affix the
 Seal of said Circuit Court this 20th day of May 1844 W. Brent Clerk

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State of Pennsylvania City of Philadelphia ss. personally appeared before the
Subscriber one of the Alderman in and for the City of Philadelphia Hannah B
Mason one of the grantors in the foregoing deed named who did acknowledge the
same to be her act and deed, and the same Hannah B. Mason having been
by me examined separate and apart from Calvin Mason, who is
the husband of the said Hannah B. Mason, did acknowledge and declare
on said separate examination that she executed the same of her own free
will and accord, without any compulsion or coercion of her said husband
Witness my hand and seal this twenty fourth day of May Eighteen hundred
and forty four. I Sindy Aldred Transferred July 23rd 1844. John Johnson County
Auditor, Filed and Recorded July 23rd 1844, in Book 9, pages 351, 352 & 353
James Suran Recorder U. C. C. This indenture made this eighteenth day
of May Eighteen hundred and forty four, between Calvin Mason Esquire of
the City of Philadelphia Penna, and Hannah B. Mason his wife, and Thomas
M. Corwell Esquire attorney at Law of Abington Cambria County Pennsylvania
of the second part. Witnesseth that the said Calvin Mason and Hannah
B. Mason, for and in consideration of two hundred dollars to them in hand
paid at and before the making and delivering of these presents, the receipt
of which is hereby acknowledged and the said Thomas from the future pay
ment thereof forever discharged, have granted bargained sold aliened
released enjoyed and confirmed and by these presents do grant
bargain sell alien release enjoy and confirm unto the said Thomas
C. M. Corwell and to his heirs and assigns forever, one equal undivided
half part of Survey One thousand nine hundred and thirteen (1913)
Virginia Military Land, beginning at three Sugar trees and three iron woods
South west Original Corner of the Original Survey N^o 1913 thence with the
line of said Survey connecting the course thereof north eight degrees and
fifty minutes west two hundred and twenty three poles to two hickories
and an ash, thence north ninety seven degrees fifty five minutes east
two hundred and sixty five poles to a hickory buckeye and white
Oak, thence south eight degrees fifty minutes, east two hundred and
twenty three poles to a stake in the Original South of said Survey,
Witness a red Oak hickory and iron wood thence with said line
connecting the course thereof, south seventy nine degrees fifty five minutes
west, two hundred and seventy five poles to the beginning, containing three
hundred and forty six acres more or less, to have and to hold the same
unto the said Thomas C. M. Corwell, with the appurtenances unto
him and to his heirs and assigns forever, and the said Calvin Mason
and Hannah B. Mason parties of the first part to these presents
for themselves their Executors and Administrators do hereby promise
and agree to and with the said, Thomas his heirs and assigns the
before described undivided moiety or half of the described tract of
land unto him the said Thomas, his heirs and assigns against
them the said Calvin and Hannah B. Mason their heirs and
assigns and against all persons whomsoever lawfully claiming
or to claim the same by from or under him them or either of them

Will forever warrant and defend. In witness whereof the said Calvin Mason and Hannah B. Mason have hereunto set their hands and seals the day and year first above written. Calvin Mason Seal
 H. B. Mason Seal Witnesses present to sealing and delivering by Calvin Mason
 W. W. Stewart, Clement J. Coote. Witnesses present at the sealing and deliv-
 -ery by Hannah B. Mason, Ella M. Giltner, J. S. Lundy District of
 Columbia Washington County Court We Clement J. Coote and William W. Stewart
 Justices of the Peace in and for the said County in the district aforesaid, do hereby
 Certify that Calvin Mason a party to a certain deed bearing date
 the eighteenth day of May eighteen hundred and twenty four and
 hereunto annexed, or the within deed personally appeared before us
 in our County aforesaid, the said Calvin Mason Certified to us as being
 the person who executed the said deed, and acknowledged the same
 to be his act and deed, and as such desired that it might be recorded
 Given under our hands and seals this twentieth day of May Eight
 -teen hundred and forty four, Clement J. Coote J. P. Seal W. W. Stewart
 J. P. Seal State of Pennsylvania City of Philadelphia So, personally appo-
 -sued before me the Subscriber one of the Aldermen in and for said City
 Hannah B. Mason one of the grantees in the within deed named did ack-
 -nowledge the same to be her act and deed and the same Hannah B.
 Mason having been by me examined separate and apart from Calvin
 Mason who is the husband of the said Hannah B. Mason did acknow-
 -ledge and declare on said separate examination that she executed
 the same of her own free will and accord without any compulsion or
 coercion of the said husband. Witness my hand and seal this twenty
 fourth day of May A.D. 1844 J. S. Lundy Ald. So District of Columbia
 Washington County Court. I William Brent Clerk of the Circuit Court
 of the District of Columbia for the County of Washington do hereby certify
 that Clement J. Coote and William W. Stewart, Esquires, before whom
 the within acknowledgment was made, and who have thereto subscribed
 their names, were at the time thereof two of the Justices of the Peace
 in and for the County aforesaid, duly commissioned and sworn
 L.S. In testimony whereof, I hereunto subscribe my name and affix the
 Seal of said Circuit Court this 20th day of May 1844 W. Brent, Clerk
 Transferred July 23, 1844, John Johnson, C. Auditor, Filed and Recorded
 July 23rd 1844 in Book of pages 349, 350 & 351. James Turner, Recorder U.C.C.
 + and afterwards at the April Term of said Court on the 26th day of
 April A.D. 1848, this day came the petitioners and filed their bill against
 the Unknown heirs and devisees of Bartus and Cornelius Connyges
 deceased and Calvin Mason & Hannah his wife claiming that they
 hold the equitable title and are entitled to a release and conveyance
 from said heirs and devisees of 3/4 and two thirds acres of land in
 entry N. 1913 in Union County, being all the lands conveyed January
 19th 1805 to Benjamin Connyges deceased the father of said Bartus
 by Thomas Keenan the patentee of said entry, and praying a con-
 -veyance accordingly, and on motion of the petitioners, it is ordered

L.S.

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by the Court that said unknown heirs and devisees, and said Calvin Mason and Hannah his wife be notified of the pendency of said bill etc. by the publication in substance of the above recital, and this order for six weeks successively in the Argus a newspaper published in Union County, and afterwards at the same term of said Court to wit. On the 29th day of June A.D. 1848. Affidavit filed as to unknown heirs as of last term. Proof of publication made and Cause continued, which said affidavit reads in the ~~words~~ and figures following to wit. Archibald & Thomas C. McDowell, vs The unknown heirs and devisees of Bartus and Cornelius Conyges, In Chancery, Union County Ohio, The State of Pennsylvania Cambria County Ds. Before the undersigned a Justice of the peace in and for said County of Cambria and State of Pennsylvania personally appeared the above named Thomas C. McDowell who being duly affirmed according to Law who did depose and say that the residence and names of the heirs and devisees of Bartus Conyges, and the residence and names of the heirs and devisees of Cornelius Conyges are unknown to him except Hannah B. Mason Thomas C. McDowell, affirmed and subscribed before me a Justice of the peace in and for said County of Cambria this 5th day of May 1848. James M. DeWitt J.P. State of Pennsylvania Cambria County Ds. I Joseph M. Donald Prothonotary of the Court of Common Pleas in and for said County do hereby Certify that James M. DeWitt Esquire before whom the above Affirmation was made was at the time and now is one of the acting Justices of the Peace in and for said County duly elected, Commissioned and qualified, and to whose official acts as such full credit should be given and that the signature of the said James M. DeWitt thereto is in his own proper hand writing. In testimony whereof I have hereunto set my hand and affixed the Seal of said Court at Ebensburg this 5th day of May A.D. 1848. J. M. Donald Proth. State of Pennsylvania Ds. J. John C. Knox President Judge of the Court of Common in and for the tenth Judicial District of Pennsylvania, composed of the Counties of Armstrong Indiana Cambria and Westmoreland. Do Certify the foregoing attestation is in due form and by the proper Officer, witness my hand and Seal this 22nd day of May A.D. 1848. John C. Knox Seal. Said proof of publication and notice filed herein June 29th A.D. 1848 reads in the words and figures following to wit. State of Ohio Union County Ds. personally appeared in open Court P.B. Cole and made solemn Oath that the notice hereto attached, was published for six consecutive weeks, next after the 3rd day of May A.D. 1848 in a newspaper called "The Argus" published in Union County & that said newspaper was during that time in general circulation in said County P.B. Cole sworn & subscribed in open Court June 29th 1848 John Cassil Clerk, In Chancery, Union County Ohio Archibald McDowell & Thomas C. McDowell vs The unknown heirs & devisees of Cornelius Conyges and Bartus Conyges, deceased & Calvin Mason and Hannah his wife. This day came the petitioners and filed their bill against the unknown heirs and devisees of Bartus & Cornelius

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said, do hereby
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the same
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from Calvin
did act on
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do hereby certify
before whom
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the peace
and sworn
affix the
Brent, Clerk
Recorded
Recorder U.C.C.
26th day of
bill against
Conyges
ing that they
conveyance
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ed January
said Bartus
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Comyges, deceased, and Calvin Mason & Hannah, his wife claiming that they hold the equitable title and are entitled to a release and conveyance from said heirs and devisees of 346 $\frac{2}{3}$ acres of land in entry no 1913 in Union County, being all the lands conveyed January 19th 1805 to Benjamin Comyges, deceased, the father of said Bartus by Thomas Kemmer, the patentee of said entry; and praying a conveyance accordingly, and on motion of the petitioners it is ordered by the Court that said unknown heirs and devisees, and said Calvin Mason & Hannah his wife be notified of the pendency of said bill, &c, by the publication in substance of the above recital and this order for six weeks successively in the Argus, a newspaper published in Union County, attest John Cassel Clerk, Swan & Andrews, atty's for Pts, May 3, 1848, and afterwards at the September Term of said Court, to wit on the 26th day of September A.D. 1848.

* This day came the Complainants and made due proof to the Court of publication of notice to the defendants in pursuance of the order of the Court herein and this cause is continued, said proof of publication and notice reads in the words and figures following to wit: "Personally appeared P.B. Cole in open Court and made solemn oath that the notice hereunto attached was published for six consecutive weeks, commencing on the 3rd day of May, A.D. 1848, in the 'Argus' a weekly news paper printed in Union County and that said news paper was in general circulation in said County, P.B. Cole sworn to & subscribed this 19th day of September A.D. 1848 John Cassel Clerk, In Chancery Union County, Ohio, Archibald McDowell & Thomas McDowell vs. The unknown heirs and devisees, of Cornelius Comyges and Bartus Comyges, deceased & Calvin Mason & Hannah, his wife, April Term 1848, This day came the petitioners and filed their bill against the unknown heirs and devisees of Bartus & Cornelius Comyges, deceased, and Calvin Mason & Hannah his wife, claiming that they hold the equitable title and are entitled to a release and conveyance from said heirs and devisees of 346 $\frac{2}{3}$ acres of land in entry No 1913, in Union County being all the lands conveyed January 19th 1805 to Benjamin Comyges, deceased, the father of said Bartus, by Thomas Kemmer the patentee of said entry; and praying a conveyance accordingly, and on motion of the petitioners it is ordered by the Court that said unknown heirs and devisees, and said Calvin Mason & Hannah his wife, be notified of the pendency of said bill, &c, by the publication in substance of the above recital and this order for six weeks successively in the Argus, a newspaper published in Union County, attest John Cassel, Clerk, Swan & Andrews, atty's for Pts, May 3, 1848, and afterwards to wit at the May Term of said Court A.D. 1849, this cause was continued, and afterwards at the August Term of said Court to wit on the 15th day of August, A.D. 1849, * This day came the Complainants by their Solicitors, and the Defendants having failed to plead answer or demurr to said bill and having due notice of the pendency and prayer thereof &c. The same is taken as confessed against them, and the Court do find, from the proof and exhibits in the cause that the equity of the case is with the Complainants, that the Complainants have a good and perfect equitable title to the following premises, part of entry and Survey No. 1913 beginning at three Sugar trees and three iron woods on the Southwest

James R. Snodgrass
 Admr. of Samuel Snodgrass
 also.
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 The Heirs of Samuel
 Snodgrass.

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Corner of said entry and Survey and north west corner of E. Rickman's Survey no. 4070 thence north 2° west 209 perches thence N 80° East 265 perches thence south 10° East 209 perches to the south boundary line of said entry and north boundary line of E. Rickman's Survey aforesaid thence with said Rickman's line south 80° west 265 perches to the beginning containing 346 acres and two thirds. Reference being had to the bill, that said land was conveyed by Thomas Kinson the patentee by his duly authorized agent Hugh Boyle to Benjamin Conyges, from whom it passed to Bartus Conyges the only child and heir or sole devisee of said Benjamin, that said Bartus released and relinquished his title to said land to one Cornelius Conyges, by an instrument which transferred the equitable and was intended to convey the legal title in fee simple, that said Cornelius intended to convey said land to Calvin Mason in fee simple & executed to him a deed which by mistake gives a defective description, he the said Cornelius intending by said deed to convey the said premises to said Calvin Mason and the said Mason having purchased and by said deed intending to receive title to said land, that said Calvin Mason and Hannah B. Mason his wife conveyed said premises to the complainants, all which said matters above found by the Court are more fully set forth in said bill, and as in said bill set forth are found by the Court. It is therefore ordered, adjudged and decreed that the unknown heirs or devisees of Cornelius Conyges, and the unknown heirs and devisees of Bartus Conyges, and the said Calvin Mason and Hannah B. his wife, within ten days make execute acknowledge and deliver to the complainants a deed releasing and conveying to the complainants in fee simple all their right title and estate in said premises and in default thereof that this decree operate as such conveyance. And it is further ordered that the complainants within sixty days pay the costs herein taxed at _____ Dollars. and in default thereof that execution as at Law.

Attest James Kirkadee Clerk,

James R. Snodgrass
Admin. of Samuel Snodgrass
decd.
by
The Heirs of Samuel
Snodgrass.

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods, associate Judges. At a court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On the fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine, Be it remembered that heretofore to wit on the 31st day of May A.D. 1849. Came James R. Snodgrass, Administrator of the Estate of Samuel Snodgrass deceased, by Rogers & White his attorneys and filed in the Clerk's Office of said Court his petition in the words and figures following to wit, To the Court of Common Pleas within and for the County of Union and State of Ohio. May Term 1849, your petitioner, James R. Snodgrass administrator of Samuel Snodgrass late of said County of Union deceased, in testate, respectfully represents that he has been by your honorable Court appointed,

administrator, as aforesaid, that the personal estate of Samuel intestate
 amounts to about the sum of \$5000; that there are sundry small debts
 amounting to not less than \$60.00 also a large debt of about the sum
 of \$250.00 & that the personal assets are therefore totally insufficient to pay the
 debts of said estate that the said intestate died seized in fee simple of the
 real estate described as follows to wit, Situate in the County of Madison
 State of Ohio and being part of Survey number One thousand four hundred
 & seventy nine (1479) of the Virginia Military District lands, beginning at a
 Sugar tree and iron rod on John Taylor's South line and the northerly
 corner to Loyal Gills land, running thence north fifty three degrees (53)
 east two hundred (200) poles to a large Oak; thence South thirty seven
 degrees (37) east sixty three and a half poles to a red Oak and water Elm
 thence South fifty three degrees west two hundred poles to a white Oak
 and beech; thence North thirty seven degrees west sixty three and a half
 poles to the place of beginning, containing, Seventy nine acres & sixty rods
 of land be the same more or less, that said intestate left no widow but
 did leave the following children his heirs at law and legal repres-
 entatives, William Smith Snodgrass, Cyrus Snodgrass, and Susan
 Snodgrass all minors whose guardian is John Reed, and that should
 any part of said real estate be sold only, the value of the residue will
 be greatly injured, your petitioner therefore prays that the said William
 Smith Snodgrass, Cyrus Snodgrass, and Susan Snodgrass, & their said
 Guardian may be made defendants to this petition and that unless the
 said defendants, signify their assent to the sale of said real estate as
 herein prayed for according to the Statute in such case provided, the
 writ of Subpoena may issue against them and that they may be comp-
 elled to answer all and singular the premises and that your petitioner
 may be authorized to sell and convey so much of said real estate as
 will discharge the debts of said intestate with incidental charges or
 if a partial sale would injure or impair the value of the residue as
 your petitioner aver would be the case that he be authorized to sell & convey
 the whole of said real estate under such regulations as are provided by
 law. By Rogers White his attys. State of Ohio Union Co Ohio ss. James R
 Snodgrass, makes oath that the matters and things set forth in the foregoing
 petition are true & that a partial sale of said real estate would greatly imp-
 are the value of the residue and lessen the value of that part that mig-
 -ht be sold as he verily believes. J R. Snodgrass, sworn & subscribed before
 me this 31st day of May 1849. James R. Snodgrass Clerk, and afterwards to wit
 on the 31st day of May A.D. 1849 the said petitioner filed herein the written assent of
 the guardian of said defendants in the words and figures following to wit, James
 R Snodgrass Admr of Samuel Snodgrass decd, vs. Mason Gile & the heirs of Samuel
 Snodgrass, decd. Petition to sell land May Term 1849. To the Court of Common Pleas
 within & for the County of Union & State of Ohio, Wm Smith, Snodgrass, Cyrus
 Snodgrass & Susan Snodgrass, by their Guardian John Reed come & asse-
 -nt to the sale as prayed for in the petition of said James Admr. as afore-
 -said & said John further states that he believes it necessary to sell said

real estate to pay the debts of said estate & that it is likewise the interest of his said wards to have their portion in money, May 31st 1849. John Reed 1st Guardian of the Land Snodgrass, Children. Attest W. White, State of Ohio Union Co. ss. W. White makes oath & says that the foregoing Consent in writing to the sale therein referred to was signed as it purports to have been by John Reed as Guardian of the said defendants for the purposes therein set forth. W. White. Sworn to and Subscribed this 31st day of May 1849. In Witness Whereof Clerk, and afterwards at the May Term of said Court to wit on the 31st day of May A.D. 1849. On motion to the Court by Rogers & White Counsel for the petitioners, and upon the Court being satisfied that the defendants by their Guardian John Reed have signified their assent in writing to the sale as prayed for by the said petitioner and that it is necessary that the whole of said real estate in the petition described should be sold and that no dower is required to be assigned. It is ordered that Isaac Bigelow, Lorenzo Beach, & Edmund Barlow being first duly sworn, do upon actual view of the premises make a just valuation of the following real estate to wit, Situate in the County of Madison & State of Ohio, and being part of Survey number One thousand four hundred & seventy nine (1479) of the Virginia Military District lands, beginning at a Sugar tree and iron wood on John Taylor's south line and the northerly corner to Israel Gills land running thence north fifty three degrees (53) East two hundred (200) poles to a large bur oak, thence South thirty seven degrees (37) East sixty three and a half poles to a red oak and water elm thence South fifty three degrees, West two hundred poles, to a white oak and beech thence north thirty seven degrees West sixty three and a half poles to the place of beginning containing seventy nine acres & sixty rods of land be the same more or less, and that they return such valuation to the next term of this Court, and it is further ordered that the said James R. Snodgrass, proceed according to law to sell said real estate in said petition described and upon the following terms to wit, One third of the purchase money cash in hand one third in six and the residue in twelve months from the day of sale with interest the deferred payments to be secured by mortgage on the premises, and it is further ordered that said sale be made on the premises, and that the said James R. Snodgrass, make return of his proceedings in the premises to the next term of this Court, said Order having been certified to the said appraisers and administrator under the Seal of said Court, was afterwards to wit on the 14th day of August 1849 returned endorsed as follows to wit: "I hereby certify that the undersigned appraisers was duly sworn according to Law to appraise the real estate of Samuel Snodgrass deceased by and on this 23rd day of June 1849. John H. Norton J.P. In obedience to the within Order we having been first duly sworn as appraisers by the certificate of the Justice of the peace hereto annexed do upon actual view of the premises, estimate the just value of the within described real estate at eight dollars per acre. Dated the 23rd day of June A.D. 1849. Isaac Bigelow, Lorenzo Beach, & W. Barlow, Appraisers. In obedience to the within Order I did on the 13th day of August A.D. 1849 between the hours of 10th o'clock, A.M. & 4 o'clock P.M. of said day offer the premises

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described in the within Order for sale on the premises ~~and~~ then and there sell the same to Alvah Smith at five $\frac{1}{2}$ dollars per acre making in all the sum of \$436.50 having first advertised the same in the London Sentinel a paper published in general circulation in the County of Madison Ohio as will appear by a copy of said advertisement herunto attached for more than four weeks prior to said day of sale the said Smith being the highest & best bidder for the sum having bid more than two thirds of the appraisement made under an order in this cause; and the said sale was made upon the terms ordered by the Court J. R. Snodgrass admr of Saml Snodgrass, and afterwards at the August Term of said Court writ, on the 15th day of August A.D. 1849. On motion to the Court by Rogus White Counsel for the petitioner and upon producing the return of the proceedings and sale made by said petitioner as herein before ordered and the Court having examined the same and being satisfied that said sale has in all respects been legally made it is ordered that the same be and hereby is approved and confirmed and that the said petitioner execute and deliver to the said purchaser a deed in fee simple for the real estate so by him sold as aforesaid and the purchaser executing and delivering to the petitioner a mortgage securing the deferred payments of said sale.

Attest, James Kinkadee Jr Clerk

J. J. Seymour & Co
vs
Lee M Linn & Co.

Pleas before their Honors, Levi Phelps, James R Smith and William W Woods associate Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the Tenth day of August in the year of our Lord One thousand Eight hundred and Forty nine.

By it remembered that heretofore writ on the 29th day of May A.D. 1849 J. J. Seymour & Co By Messrs Cole & Miller their attorneys Sued out of the Clerks Office of the Court aforesaid the following writs of Summons writ, State of Ohio Union County St. To the Sheriff of said County Greeting: We Command you to Summon, William Lee & James Lee who is Sued with John M Linn, late partners in business under the name and firm of Lee M Linn & Co. To appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County, to answer unto Joel Seymour John J. Seymour & Russel Benedict, partners in business under the name of firm of J. J. Seymour & Co in a plea of Assumpsit damages Two hundred dollars, and have you then return this writ, Witness James Kinkadee Jr Clerk, of said Court, at the Court House aforesaid this 29th day of May A.D. 1849. James Kinkadee Jr Clerk, upon which said writ was the following endorsement to wit "Sued brought on a joint note of hand given by Defendants to the plaintiff for One hundred and thirty three $\frac{1}{100}$ dollars, dated New York Oct. 19. 1846

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and payable six months after, also for goods sold and delivered, and on an account stated, Cole & Witter attys for P^lffs." And afterwards to wit on the 31st day of May A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit, Served this writ by delivering a certified copy thereof, to W. C. See May 29, 1849, also by delivering to James See a certified copy thereof May 31st 1849, John M. Sure not found, Philip Snider, Sheriff. The said plaintiffs also on the said 29th day of May 1849, sued out as aforesaid the following writ of summons to wit, State of Ohio Union County ss. To the Sheriff of Delaware County Greeting; We command you to summon John M. Sure, who is sued with William C. See & James See, late partners in business under the name and firm of See M. Sure & Co, to appear forthwith, before the Judges of our Court of Common Pleas, in and for the County aforesaid, at the Court House in said County, to answer unto Joel Seymour, John F. Seymour & Russel Benedict, partners in business under the name firm of J. F. Seymour & Co in a plea of assumpsit damages two hundred dollars, and have you then there this writ, Witness James Kinkead Jr Clerk of said Court, at the Court House aforesaid this 29th day of May A.D. 1849 James Kinkead Jr Clerk, upon which said writ was the following endorsement to wit, "Writ brought on a joint note of hand given by Defendants to the plaintiff for one hundred and thirty three ³³/₁₀₀ Dollars dated New York Oct 19, 1846 and payable six months after date, also for goods sold and delivered and on an account stated, Cole & Witter attys for P^lffs, and afterwards to wit on the 1st day of June A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit, May 29th 1849, personally served by leaving a certified copy of this writ to the within named Defendant, N. James Shipp and afterwards to wit on the 27th day of June A.D. 1849, the said plaintiffs by Messrs Cole Witter their attorneys filed herein their Narration in the words and figures following to wit, "The State of Ohio Union County ss. Court of Common Pleas May Term A.D. 1849 Joel Seymour, John F. Seymour and Russel Benedict partners in trade under the name and firm of J. F. Seymour & Co complain of William C. See, John M. Sure and James See in a plea of assumpsit, for that whereas on the 19th day of October A.D. 1846, at the County of Union aforesaid the said William C. See, John M. Sure and James See were partners in trade under the name of See M. Sure & Co, and so being partners, the said William C. See, John M. Sure and James See, on the 19th day of October A.D. 1846, at New York, to wit, at the County of ~~Union~~ aforesaid made a certain promissory note in writing and delivered the same to the said Joel Seymour John F. Seymour & Russel Benedict, and thereby under the name of the said firm of See M. Sure & Co promised to pay the said Joel Seymour, John F. Seymour & Russel Benedict, by said name of their firm of J. F. Seymour & Co one hundred and thirty three ³³/₁₀₀ dollars in six months after the date thereof, which period has now elapsed and the said William C. See, John M. Sure & James See under the name of ~~the~~ said firm of See M. Sure & Co, then and there in consideration of the premises, promised to pay the amount of the said Joel Seymour, John F. Seymour and Russel Benedict by the said name and firm of J. F. Seymour & Co according to the tenor and effect thereof; and also for that whereas the said William C. See John M. Sure

and James See under the name of See M Sure & Co On the first day of May A.D. 1847 at the County of Union aforesaid, was indebted to the said Joel Seymour, John F. Seymour and Russel Benedict under the name of firm of J. F. Seymour & Co in the Sum of One hundred and thirty three ^{73/100} dollars, for the price and value of goods then and there sold and delivered by the plaintiffs to the defendants at their request and in the Sum of One hundred and thirty three ^{73/100} dollars, for money found to be due from the defendants to the plaintiffs on an account then and there stated between them, and whereas the defendants, afterwards on the first day of March A.D. 1849 in consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs on request, yet they have disregarded their promises, and have not nor have either of them paid the said several sums of money, nor either of them, nor any part thereof, to the damage of the plaintiffs two hundred dollars and thereupon they bring Suit &c. By Cole Witter their attys. and afterwards at the August Term of said Court, to wit on the 15th day of August A.D. 1849. This day came the said J. F. Seymour & Co By Messrs Cole Witter their attornies and the said William E See, John M Sure and James See, late partners in business under the name of See M Sure & Co though solemnly called came not but made default, whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and with the assent of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiffs, to One hundred and fifty three dollars and thirty seven cents, therefore it is considered that the said plaintiffs recover of the said William E See John M Sure and James See the said Sum of One hundred and fifty three dollars, and thirty seven cents, their damages ^{aforesaid} in firm aforesaid assessed and also their costs in this behalf expended taxed at \$

Attest, James Kinrade Jr Clerk,

John Moodie
vs
William B Morse

Pleas before their Honors, Levi Phelps, James R Smith and William W Woods, associate Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 25th day of May A.D. 1849, John Moodie By Messrs Cole Witter his attornies sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit, State of Ohio, Union County ss. To the Sheriff of said County Greeting: We Command you to Summon W. B. Morse 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

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House in said County, to answer unto John Woodie in a plea of Assump-
= Lit. Damages. For Hundred dollars, and have you then there this writ. witness
Es. James Kinrade p Clerk, of said Court, at the Court House aforesaid this 25th
day of May A.D. 1849. James Kinrade p Clerk, upon which said writ was the
following endorsement writ. Writ brought on three several notes of hand given by Defen-
dant to plaintiff, for one hundred dollars each, each dated February 3rd 1846, the
first of said notes drawn payable on the 15th day of April 1847, the second drawn pay-
able on the 15th day of April 1848, and the third drawn payable on the 15th day of
April 1849 each of said notes drawn with interest from the 15th of April 1846,
also for goods sold and delivered, and on an account stated, Cole & Witter
Attys for P. C. And afterwards writ on the 25th day of May 1849. Said
Sheriff returned said writ. With his endorsement thereon as follows writ
Served this writ May 24. 1849 by delivering to the within named Wm B
Morse a certified Copy thereof. Philip Under Sheriff, and afterwards writ
on the 9th day of July A.D. 1849. The said Plaintiff by Messrs Cole & Witter his
Attornies filed herein his Narration in the words and figures following writ
The State of Ohio Union County ss. Court of Common Pleas May Term A.D. 1849
John Woodie Complaines of William B. Morse in a plea of Assumpsit, for that
Whereas the said William B. Morse on the 3rd day of February A.D. 1846, at the
County of Union aforesaid, made his promisory note in writing and delivered the same
to the said John Woodie, and thereby promised to pay the said John Woodie one
hundred dollars on the 15th day of April A.D. 1847, with interest from the 15th
day of April A.D. 1846 which period has now elapsed and the said William
B. Morse then and there in consideration of the premises, promised to pay
the amount of the said note to the said John Woodie, according to the tenor
and effect thereof, and also for that whereas the said William B. Morse
on the 3rd day of February A.D. 1846 at the County of Union aforesaid made
his promisory note in writing and delivered the same to the said John
Woodie, and thereby promised to pay the said John Woodie, one hun-
dred dollars on the 15th day of April A.D. 1848 with interest from the
15th day of April A.D. 1846 which period has now elapsed, and the said
William B. Morse then and there in consideration of the premises
promised to pay the amount of the said note to the said John Woodie
according to the tenor and effect thereof; and also for that whereas the
said William B. Morse, on the third day of February A.D. 1846, at the County
of Union aforesaid, made his promisory note in writing and delivered the
same to the said John Woodie, and thereby promised to pay the said John
Woodie one hundred dollars on the 15th day of April A.D. 1849 with int-
rest from the 15th day of April A.D. 1846 which period has now elapsed
and the said William B. Morse then and there in consideration of the prem-
ises promised to pay the amount of the said note to the said John Woodie
according to the tenor and effect thereof, and also for that whereas the
said William B. Morse on the 3rd day of February A.D. 1846, at the County
of Union aforesaid made his three several promisory notes in writing
and delivered the same to the said John Woodie, and thereby promised
to pay the said John Woodie one hundred dollars on the 15th day of

April A.D. 1847, with interest from the 15th day of April A.D. 1846 - One hundred dollars on the 15th day of April A.D. 1848 with interest from the 15th day of April A.D. 1846, and One hundred dollars on the 15th day of April A.D. 1849 with interest from the 15th day of April A.D. 1846 which several periods have now elapsed and the said William B. Morse then and there in consideration of the premises, promised to pay the amount of the said three several notes to the said John Woodie according to the tenor and effect thereof, and also for that whereas the said William B. Morse on the first day of May A.D. 1849, at the County of Union aforesaid was indebted to the said John Woodie in the sum of four hundred 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 the sum of four hundred dollars for money found to be due from the defendant to the plaintiff on any account then and there stated between them and whereas the defendant afterwards on the tenth day of May A.D. 1849 in consideration of the premises then and there promised to pay the said last mentioned several sums of money 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 four hundred dollars and thereupon he brings suit &c By Cole Witter his attys., and afterwards tried at the August term of said Court held on the 15th day of August A.D. 1849, this day came the said John Woodie By Messrs Cole Witter his attorneys and the said William B. Morse, though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises, do assess the damages of the said plaintiff to three hundred and six dollars and fifty one cents, therefore it is considered that the said plaintiff recover of the said William B. Morse the said sum of three hundred and six dollars and fifty one cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at

Dollars,
Attest. James Knickerbocker Clerk,

Eleanor Irwin
vs
Peter Ankle

Plas before their Honors, Levi Phelps James R. Smith and William W. Woods associate Judges. At a Court of Common Pleas, begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the fourteenth day of August in the year of Our Lord One thousand eight hundred and forty nine, Be it remembered that heretofore to wit on the 21st day of May A.D. 1849, Eleanor Irwin by Messrs Allison Henry her attorneys Sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County ss. To the Sheriff

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of said County Greeting; We Command you to Summon Peter Hinkle, to app-
-ear 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 Eleanor Irwin, in a plea of Debt, Debt \$82.00 damages
Fifty dollars, and have you then this writ, Witness James Knirkade Jr
Clerk of said Court, at the Court House aforesaid this 21st day of May A.D. 1849.
James Knirkade Jr Clerk, upon which said writ was the following endorsement
writ, "Writ brought on single bill under seal given by defendant to plaintiff
or Order for eighty two dollars, dated November 6th 1844 payable one day after
date &c also for goods sold, money had, and received, money lent &c, Allison &
Curry attys for P^lff," and afterwards writ on the 29th day of May A.D. 1849
said Sheriff returned said writ with his endorsement thereon as follows to wit,
"Served this writ May 26, 1849 by delivering a certified copy thereof to the
wife of the within named Peter Hinkle, Philip Smider Sheriff,"
and afterwards writ on the 7th day of July A.D. 1849, the said plaintiff by
Messrs Allison & Curry her attornies filed herein her declaration in the words
and figures following to wit, "The State of Ohio Union County ss. Court of Common
pleas, May Term A.D. 1849, Eleanor Irwin complains of Peter Hinkle in a
plea of Debt, for that whereas the said defendant on the 6th day of November A.D.
1844, 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 plaintiff, and thereby bound him-
-self to pay to the said plaintiff or order eighty two dollars in one day
after the date thereof; which period has now elapsed; and also for that where-
-as the said defendant on the 10th day of November A.D. 1844 at the County
of Union aforesaid, was indebted to the said plaintiff in eighty two doll-
ars for the price and value of goods then and there bargained and sold
by the plaintiff to the defendant at his request; and in the sum of eighty
two dollars for money then and there lent by the plaintiff to the defen-
dant at his request; and in eighty two dollars for money then and
there had and received by the defendant for the use of the plaintiff,
and in eighty two dollars for money found to be due from the defendant
to the plaintiff on an account then and there stated between them,
yet the said defendant hath not paid the said several Sums of money
or either of them, nor any part thereof; to the damage of the said plain-
-tiff fifty dollars, and therefore she brings here suit &c. By Allison &
Curry Her attys," and afterwards writ on the 15th day of August A.D. 1849
the said plaintiff filed herein Security for costs in the words and figures
following to wit, "Whereas in the suit of Eleanor Irwin against Peter Hinkle in
the Court of Common Pleas of Union County the said Eleanor Irwin at the present
term of said Court, to wit, the August term 1849 was ruled to enter Security for
costs, therefore I, Benj^r F. Nelsey do hereby acknowledge myself bail for costs
for said Eleanor Irwin in the percal sum of fifty dollars to be levied upon my
goods and chattels, lands and tenements, in case the said Eleanor Irwin
shall fail to pay all legal costs that may be adjudged against her in
said suit, witness my hand and seal this 15th day of August A.D. 1849

B. F. Kelsey, approved Aug. 15. 1849. James Kirkadee Jr Clerk, and afterwards writ on the 15th day of August A.D. 1849. This day came the said Eleanor Irwin by Messrs Allison & Curry her attorneys, and the said Peter Hiinkle though solemnly called came not but made default; whereupon it is considered that the said plaintiff ought to recover her debt against the said Peter Hiinkle, and her damages by reason of the detention thereof and thereupon neither of the parties requiring a Jury and the Court being fully advised in the premises do find that the said defendant doth owe to the said plaintiff, the sum of Eighty two dollars, and do assess her damages by reason of the detention thereof to twenty three dollars and forty six cents, therefore it is considered that the said plaintiff recover of the said Peter Hiinkle the sum of Eighty two dollars her debt aforesaid and the said sum of twenty three dollars and forty six cents her damages aforesaid, and also her costs in this behalf expended taxed to Dollars.

Attest James Kirkadee Jr Clerk,

James E Harriott
vs
Samuel Kessler

Pleas before their Honors, Levi Phelps, James R Smith and William W. Woods associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On the Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that herebefore to wit on the 28th day of April A.D. 1849. James E Harriott, by Messrs Allison & Curry his attorneys sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County ss. To the Sheriff of said County Greeting, We command you to summon Samuel Kessler 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 James E Harriott in a plea of debt, debt \$250. or damages \$100.00 dollars, and have you then show this writ. Witness James Kirkadee Jr Clerk of said Court, at the Court house aforesaid this 28th day of April A.D. 1849. James Kirkadee Jr Clerk, upon which said writ was the following endorsement to wit, "Suit brought on an article of agreement under seal executed by the defendant and the plaintiff on the 20th day of December A.D. 1847, whereby the defendant agreed to pay the plaintiff, at the rate of \$150.00 per year from the 25th day of October 1847 to the first day of April 1849 for his tavern house and Stabling on Lots A: 38 & 37 in Mansville with certain reservations therein named &c, also for use and occupation of a room, goods sold and delivered money had and received &c Allison & Curry attys for P. D. J.", and afterwards to wit on the 28th day of May A.D. 1849 said writ was returned, by the Sheriff of said County with his endorsement thereon as follows to wit,

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as follows to wit,

Moved this writ May 15, 1849, by delivering a certified copy thereof to the within
named Samuel Ressler, Philip Snider Sheriff, and afterwards to wit on the 7th
day of July A.D. 1849 said Plaintiff, By Messrs. Allison Henry his attorneys,
filed herein his Declaration in the words and figures following to wit, The
State of Ohio Union County 22. Court of Common Pleas May Term A.D. 1849
James C. Harriott, Complainer of Samuel Ressler in a plea of Debt for that whereas
by a certain indenture of lease made on the 20th day of December A.D. 1847 at
the County aforesaid, between the said plaintiff of the one part, and the said
defendant of the other part, (which said indenture sealed with the seal of the
said defendant, the said plaintiff now brings into Court, the date whereof is the
day and year aforesaid,) the said plaintiff for the considerations therein
mentioned, did demise, lease and to farm let, unto the said defendant his
(plaintiff's) Tavern House and Stabling on lots Nos 35 and 37, in Marysville
in said County, except the front room on the South west corner of said tavern
and one half of the Old house adjoining the wood house for the term of one
year from the first day of April A.D. 1848 next thereafter, for which the said
Ressler therein agreed to pay to the said plaintiff at the rate of one hundred
and fifty dollars per year commencing on the 25th day of October A.D. 1847
at which time the said Ressler took possession of the said demised premises
as by the said indenture reference being thereunto had will amongst other
things more fully and at large appear by virtue of which said indenture of
lease, and the demise thereby made, he the said defendant, to wit, on the
said 20th day of December A.D. 1847 became and was entitled to remain
in and continue in, and did remain and continue to be possessed of the said
demised premises with the appurtenances for and during the term so to
him thereof demised as aforesaid; and the said plaintiff in fact says that the
sum of two hundred and fifteen dollars the amount of the rent aforesaid from
the 25th day of October 1847 to the first day of April 1849 the close of the term aforesaid,
to wit at the County aforesaid, became due and owing from the said
defendant to the said plaintiff, and still is in arrear and unpaid to him
the said plaintiff, to wit, at the County aforesaid, whereby an action hath
accrued to the said plaintiff to demand and have of and from the said
defendant the said sum of two hundred and fifteen dollars, yet the defen-
dant, (although often requested so to do) hath not paid the same or any
part thereof, and whereas also the said defendant, afterwards to wit on
the 2nd day of April A.D. 1849 at the County aforesaid was indebted to the said
plaintiff in the further sum of thirty dollars for the use and occupation
of a certain front room in the South west corner of the above mentioned
Tavern house of the said plaintiff by the said defendant, and at his special
instance and request, and by the sufferance and permission of the said plaintiff
for a long time before then elapsed, had, held, used occupied, possessed, and
enjoyed, and also in the sum of two hundred and fifty dollars for the use and occu-
pation of certain messuages tenements and premises with the appurtenances of the
said plaintiff by the said defendant, and at his request, and by the sufferance
and permission of the said plaintiff, for a long time before then elapsed had held,
used occupied, possessed and enjoyed, and also in the sum of two hundred

and fifty 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 fifty dollars for money then and there lent by the plaintiff to the defendant at his request, and in two hundred and fifty dollars for money then and there paid by the plaintiff for the use of the defendant at his request, and in two hundred and fifty dollars for money then and there received by the defendant for the use of the plaintiff, and in two hundred and fifty dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, which said last named several moneys were to be respectively paid by the defendant to the plaintiff on request, yet the defendant hath not paid any of the said last named moneys or any part thereof; to the plaintiff damage of one hundred dollars and thereupon he brings his writ, by Allison Henry His attys, and afterwards to wit, on the 25th day of July A.D. 1849 the said Defendant by Mr Oughty his attorney, filed herein his plea and notice to the plaintiff in the words and figures following to wit, Samuel Resler ads James E. Harriott, 21. In debt Court of Common Pleas, May term A.D. 1849. And the said Samuel Resler comes and defends, 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 James E. Harriott hath complained against him and of this he puts himself upon the country and the said James E. Harriott doth the like by Mr Oughty his atty. The plaintiff will also take notice that the defendant on the trial of this cause will give in evidence, and insist, that the plaintiff at the commencement of this suit was and still is indebted to the defendant in the sum of two hundred and sixty dollars for the price and value of goods, before that time bargained and sold by the defendant to the plaintiff at his request, and also in the sum of two hundred and sixty dollars for the price and value of goods, before that time sold and delivered by the defendant to the plaintiff at his request, and also in the sum of two hundred and sixty dollars for the price and value of work before that time done and materials for the same ~~provided~~ by the defendant for the plaintiff at his request, and also in the sum of two hundred and sixty dollars for money before that time lent by the defendant to the plaintiff at his request, and also in the sum of two hundred and sixty dollars for money before that time received by the plaintiff for the use of the defendant, and also in the sum of two hundred and sixty dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them, and the defendant will set off, on said trial so much of the said several sums of money, so due and owing from the said plaintiff to the said defendant against any demand, of the said plaintiff to be proved on the said trial as will be sufficient to satisfy and discharge, such demand, and will also then and there demand a judgment against the said plaintiff for the balance of said several sums of money, due to the said defendant according to the statute in such case made and provided, S. O. Oughty atty for Deft, and afterwards to wit on the 15th day of August A.D. 1849. This day came the parties by their attorneys and submitted this cause to the Court upon the issue joined, and the Court being fully advised in the premises do find that the said Samuel Resler doth owe to the said James E.

J. O. H. Jones He
James Stewart

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Hamilton the sum of Eighty dollars, and by the consent of Parties, therefore it is considered that the said James & Hamilton recover of the said Samuel Resler the said sum of Eighty dollars his debt aforesaid, and by consent of parties his costs herein expended taxed at Dollars.

Attest. James KinKade Jr Clerk,

J.D. H. Jones & Co vs James Stout

Pleas before their Honors Levi Phelps, James R. Smith and William W. Woods Associate Judges, at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio, on the fourteenth day of August in the year of our Lord One thousand Eight hundred and Forty nine, Be it remembered that heretofore to wit on the 1st day of June A.D. 1849 J.D. H. Jones & Co by Messrs. Allison Henry their attorneys Sued out of the Clerk's office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you to Summon James Stout to appear forthwith, before the Judges of our Court of Common Pleas in and for the County aforesaid, at the Court House in said County, to answer unto John D. Jones, Michael Jones, George W. Jones & Caleb Jones, partners trading under the name & firm of J.D. H. Jones & Co in a plea of assumpsit damages Six Hundred dollars, and have you then there this writ, Witness James KinKade Jr Clerk of said Court, at the Court House aforesaid this 1st day of June A.D. 1849. James KinKade Jr Clerk Upon which said writ was the following endorsement to wit, Suit brought on a note of hand given by defendant to plaintiffs for Four hundred and Sixty dollars, dated January 25th 1849 payable four months after the date thereof, &c also for goods sold and delivered money had and received &c, Allison Henry attys for Pltiffs, and afterwards to wit on the 2nd day of June A.D. 1849, said writ was returned by the Sheriff of said County with his endorsement thereon as follows to wit, Served this writ June 2nd 1849 by delivering to the within named defendant a certified Copy thereof, Philip Smider Sheriff, and afterwards to wit on the 7th day of July A.D. 1849 the said plaintiffs by Messrs Allison Henry their attorneys filed herein their Declaration in the words and figures following to wit, The State of Ohio Union County ss. Court of Common Pleas May Term A.D. 1849, John D. Jones, Michael Jones, George W. Jones and Caleb Jones partners in trade, under the name of J.D. H. Jones & Co complain of James Stout in a plea of Assumpsit for that whereas, the said James Stout on the 25th day of January A.D. 1849 at the City of Cincinnati Ohio to wit at the County of Union aforesaid made his promissory note in writing and delivered the same to the said plaintiffs, and thereby promised to pay to the said plaintiffs by the said name of their firm of J.D. H. Jones & Co, four hundred and Sixty dollars in four months after the date thereof, which period has now elapsed, and the said defendant then and there

and delivered a fifty dollars... account then and... to the plaintiff's... in his plea... also take... and... and sold... the sum of... before that... and... by the defend... hundred and... to the plaintiff... dollars for... defendant... found to be... that time that... much of the... to the said def... in the said trial... and will also... for the... according... And... the Court upon... premises... James & Co

in Consideration of the premises promised to pay the amount of the said note to the said plaintiffs, by the said name of their firm of S. D. H. Jones & Co according to the tenor and effect thereof, and also for that whereas the said defendant, on the 29th day of May A. D. 1849 at the County of Union aforesaid was indebted to the said plaintiffs in six hundred dollars, for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request and in six hundred dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the defendant, at his request, and in six hundred dollars for money then and there received by the defendant for the use of the plaintiffs; and in six hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them, and whereas the defendant afterwards on the day and year last aforesaid, at the County aforesaid, in Consideration of the premises then and there promised to pay the said last mentioned several sums of money to the plaintiffs 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 plaintiffs of six hundred dollars, and thereupon they bring their suit &c, By Allison & Henry their attys: and afterwards tried on the 15th day of August A. D. 1849 this day came the said John D. Jones, Michael Jones, George W. Jones & Caleb Jones partners trading under the name and firm of S. D. H. Jones & Co by Messrs Allison & Henry their attorneys and the said James Stout though solemnly called came not but made default, whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiffs, to Four hundred and Sixty Six dollars and Thirteen Cents, therefore it is considered that the said plaintiffs recover of the said James Stout, the said sum of Four hundred and Sixty Six dollars and Thirteen Cents their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at dollars

Attest, James Kirkade Jr Clerk,

Zachariah G. Draper vs
Philip Linn et al

Pleas before their Honors, Levi Phelps, James R. Smith, and William W. Woods Associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the fourteenth day of August in the year of our Lord one thousand eight hundred and forty nine.

Be it remembered that heretofore tried on the 18th day of April A. D. 1849 came Zachariah G. Draper and Joshua Mitchell by Messrs Allison & Henry their Solicitors and filed in the Clerks Office of said Court their petition in the words and figures following to wit, "To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio; Your petitioners Zachariah G. Draper, and Joshua Mitchell of the County of Marion in the State of Missouri respectfully

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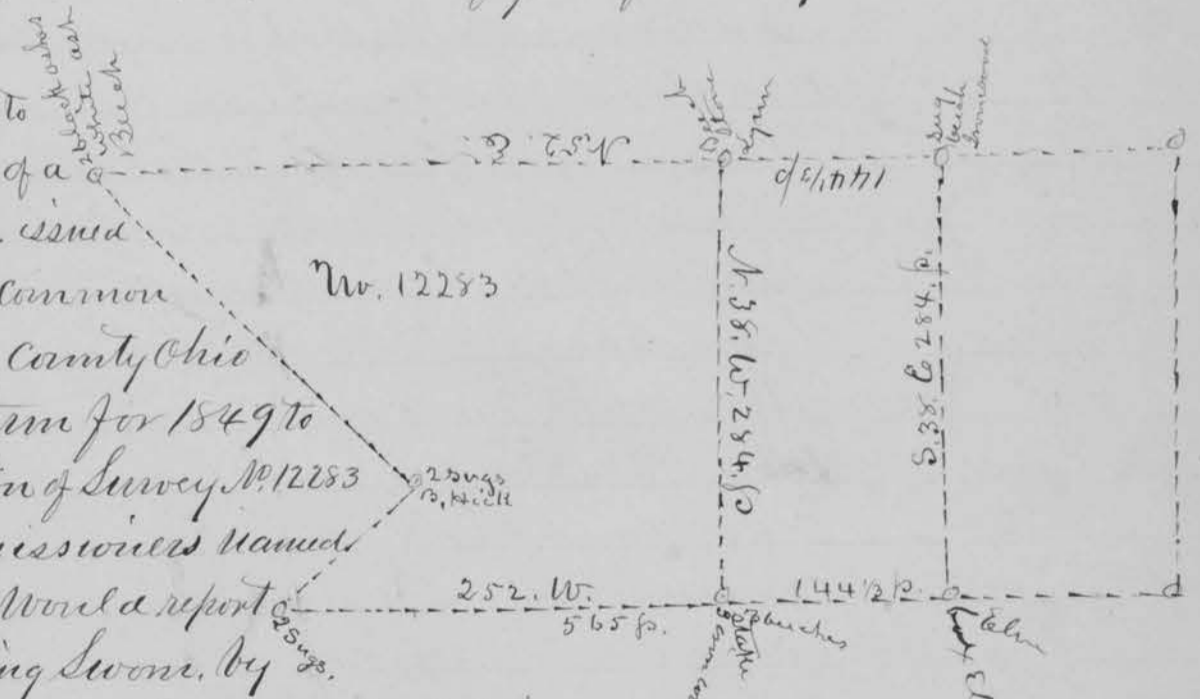
represent that they have a legal right to and are seized in fee simple of the undivided fourth part of a certain tract or parcel of land with the appurtenances lying and being in the County of Union in the State of Ohio, and bounded and described as follows: Survey No. 12283 beginning at two Sycams and a sugartree Westby Corner to Richard Dorsey's Survey No. 12282; thence with the line of said Survey and passing the north Corner thereof N. 52° E. 680 poles crossing several small branches to two black ashes and a white ash and beech in the line of Richard Lees. Survey No. 3448; thence with said line N. 83° W. two hundred and eighty two poles to a sugartree beech and hickory south west corner to Lees said Survey; thence with another line thereof N. 7° E. 120 poles to two Sugartrees thence S. 52° W. 565 poles to two elms and a beech; thence S. 38° E. 284 poles to the beginning. Containing One thousand acres more or less. And your pet-
-itioners further represent that Philip Sain of Muskingum County Ohio and Sarah ^{Gamble} of the State of Maryland are tenants in Common with your petitioners in said premises, the said Philip Sain being ^{1/4} entitled to the undivided one fourth part thereof, and the said Sarah Gamble being entitled to the one undivided half thereof. And your pet-
-itioners further represent that their said fourth part of said premises has never been sold as delinquent for the nonpayment of Taxes, but the said Shares of said Philip Sain and said Sarah Gamble were heretofore (and before said Sain purchased his said Share) for-
-feited to the State of Ohio for the nonpayment of Taxes, and being so forfeited the same was sold together as 750 acres at the sale of lands forfeited to the State for nonpayment of taxes, which sale was made on the 14th day of May 1832, and said Shares of said Philip Sain and Sarah Gamble, were then at said Sale in said Union County Ohio bought by Lyne Starling, to whom the Auditor of said Union County afterwards executed a deed for the premises so purchased and your petitioners further represent that the interest of said Lyne Starling, thus acquired, he did by his last will and testament devise and bequeath to the following named persons to wit: Sullivan Star-
-ling and William Starling of New York One undivided sixth part each; Edmond Starling of the State of Kentucky One undivided sixth part; Peter R. Ramo of the State of Virginia One undivided twelfth part; William Marshall of the State of Kentucky One undi-
-vided twelfth part; Lyne Starling of the State of Kentucky One undi-
-vided ninth part; Sucas Sullivan of Franklin County Ohio One undivided ninth part; and — Smith (Christian name unknown to your petitioners) of Highland County Ohio One undivided ninth part. your petitioners further state that said devisees of said Lyne Starling are — so far as their said inter-
-est can constitute them such — tenants in Common with your petitioners, in said premises, your petitioners therefore desir-
-ing to hold their said interest in severalty, pray that partition of said lands may be made, and that your petitioners interest in the same may be set off to them in severalty; or if it shall

appear that partition of said Lands cannot without manifest injury be made then that the same may be sold, as other proper order taken in that behalf, pursuant to the Statute in such case made and provided. By Allison Henry, their Solicitors; and afterwards to wit on the 31st day of May A.D. 1849, the said Petitioners filed herein proof of the publication of notice, of the pendency of this petition in the words and figures following to wit: State of Ohio Union County ss, personally appeared in Open Court P.B. Cole Editor of the Argus a newspaper published & in general circulation in said County, makes oath that the notice hereto attached was published in said paper six weeks consecutively, commencing April 1849 P.B. Cole Sworn to & subscribed in Open Court May 31, 1849, J. M. Kade Jr. Clerk, the notice hereto attached reads in the words and figures following to wit: Notice Philip Sain, Sarah Gamble, Sullivan Starling, William Starling, Edmund Starling, Peter R. Ranney, William Marshall, Sime Starling, Lucas Sullivan, and — Smith son of John A. Smith of Highland Co. Ohio devise of Sime Starling deceased, will take notice that a petition was filed against them on the 15th day of April 1849 in the Court of Common Pleas of Union County, Ohio by Zachariah G. Draper and Joshua Mitchell, and is now pending wherein the said Zachariah G. Draper, and Joshua Mitchell demand partition of the following real estate, lying and being in the County of Union and State of Ohio, and bounded and described as follows; Survey No. 12283, beginning at two Sycams and Sugar tree westerly corner to Richard Dorsey's Survey No. 12282; thence with the line of said Survey and passing the north corner thereof N. 52° E. 680 poles crossing several small branches to two black ashes and a white ash and beech in the line of Richard Sess Survey No. 3448; thence with said line N. 83° W. 282 poles to a sugar tree, beech and hickory, southwest corner to Sess said Survey; thence with another line thence N. 7° E. 120 poles to two Sugar trees; thence S. 52° W. 565 poles to two elms and a beech; thence S. 38° E. 284 poles to the beginning containing One thousand acres, more or less and that at the next term of said Court application will be made by the said Zachariah G. Draper and Joshua Mitchell for an Order that partition may be made of said premises. Allison Henry attornies for Petitioners attest. James M. Kade Jr. Clerk, April 15, 1849; and afterwards to wit on the 2^d day of June A.D. 1849, this Cause came on to heard upon the petition, and the defendants still failing to appear plead answer or demurr, to said petition on consideration whereof it is ordered that by the Oaths of William B. Irvine David Danforth and Miles H. Madhams, partition be made of the lands in said petition described by assigning and setting off to the said Zachariah G. Draper, and Joshua Mitchell, One equal one fourth part of the said premises and it is further ordered that a writ of partition issue to the Sheriff of Union County, Commanding him to cause said lands to be partitioned accordingly and that he make return of his proceedings to the next term of this Court to which time this Cause is continued, and afterwards to wit on the 9th day of July A.D. 1849, a writ of partition was issued and delivered to the Sheriff of Union County in the words and figures following to wit,

The State of Ohio Union County ss. To the Sheriff of said County Greeting: We command you that without delay by the Oaths of William B. Inwin, David Danforth and Miles H. Madhams you cause partition to be made of the following lands lying and being in the County of Union and State of Ohio, and bounded and described as follows, Survey No. 12283, beginning at two Sycams and a Sugar tree westerly corner to Richard Dorseys Survey No. 12282; thence with the line of said Survey and passing the northerly corner thereof N. 52° E. 680 poles crossing several small branches to two black oaks and a white ash and beech in the line of Richard Sees Survey No. 3448; thence with said line N. 83° W. Two hundred and eighty two poles to a sugar tree beech and hickory south west corner to Sees said Survey; thence with another line thereof N. 7° E. 120 poles to two Sugar trees; thence S. 52° W. 565 poles to two elms and a beech; thence S. 38° E. 284 poles to the beginning containing One thousand acres more or less, by assigning and setting off to the said Zachariah G. Draper and Joshua Mitchell, One equal one fourth part of the said premises, in pursuance of an Order lately made in our said Court of Common Pleas within and for the said County of Union in a certain petition for partition wherein Zachariah G. Draper et al. is petitioners and Philip Sain, et al. are defendants, and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas within and for the said County of Union on the first day of their next term, together with this writ. Witness James Knirkade Jr Clerk, of our said Court of Common Pleas, at Mansville this 9th day of July A.D. 1849. James Knirkade Jr Clerk, and afterwards to wit on the 7th day of August A.D. 1849 said Sheriff returned said writ endorsed as follows to wit. "I have executed this writ by the Oaths of the within named Commissioners whose report is herewith returned, July 27th 1849. Philip Snider Sheriff, the said report therewith returned is in the words and figures following to wit,

Es,

In obedience to the Command of a writ of partition issued from the Court of Common Pleas for Union County Ohio at the May term for 1849 to make partition of Survey No. 12283 we the Commissioners named in said writ would report that after being sworn, by the Sheriff of said County on actual view of said lot of land now set off to the said Zachariah G. Draper & Joshua Mitchell named in said writ as their equal one fourth part of said Survey the following lot bounded as follows beginning at a box elder & Elm westerly corner to a lot on said Survey conveyed to Philip Sain, then with his line South 38, West 284 poles to a Sug. beech and iron wood easterly corner to his lot in the original S. E. line of the Survey then with said line N. 52, E. 144 2/3 poles to a stone beech & Sycam then N. 38, West 284 poles to a stake in the N. W. line witness 3 beeches & 3 iron woods, then with said line South 52,



W. 144 1/2 poles to the beginning containing 256 acres for said lot reference is made to the above diagram of said Survey and partition July 27th 1849. David Danforth M. H. Madhams, W^m B. Irwin, Commissioners, and afterwards Court on the 15th day of August A.D. 1849. On motion to the Court by Messrs. Allison Curry Counsel for the petitioners, and upon producing the report of the Sheriff, and also the report and proceedings of the Commissioners herein before appointed, and the same being examined. It is Ordered that said proceedings and report be and the same are hereby approved and confirmed, and that the parties hold in severalty the shares set off and assigned to each respectively by the said Commissioners, and it is further Ordered that the Costs and expences of this Suit taxed at _____ Dollars, together with an attorney fee of Forty dollars to Messrs Allison Henry be paid within thirty days by the parties in the following proportions to wit. One fourth by the said Draper and Mitchell, One fourth by the said Philip Sain, and one half by the other defendants, and in default thereof that execution issue therefor,

Attest. James Kim Rade p Clerk,

John Hutchisson
 Attorney of George Hensel dec^d
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Pleas before their Honors, Levi Phelps James R. Smith and William W. Woods, Associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On the fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine. Be it remembered that heretofore to wit on the 9th day of March A.D. 1849. Came John Hutchisson Administrator of the Estate of George Hensel deceased, By Messrs. Allison Curry his Solicitors and filed in the Clerks Office of the Court aforesaid his Petition in the words and figures following to wit. To the Court of Common Pleas in and for the County of Union, Your petitioner John Hutchisson Administrator with the will annexed of the Estate of George Hensel deceased, States to the Court, that on the 27th day of May A.D. 1844. the said George Hensel died, executed his written Obligatory to one Aaron S. Curry, conditioned to make to said Curry a good and sufficient warrantee deed for one acre of land, lying in the County of Union, on the South fork of big run situated on the north bank of said branch and the east side of the State road, commencing at a Stake on the bank of said branch & running N. 10° W. 10 poles; thence E. 10° N. 16 poles; thence S. 10° E. 10 poles; thence W. 10° S. 16 poles to the place of beginning, for which said lot of land the said Curry was to pay to said Hensel the sum of twenty dollars, all of which has since been fully paid, the said writing Obligatory was subsequently assigned by the said A. S. Curry, to one H. Beach, and by him assigned to one Solomon Hill. On the 15th day of April 1847, who now owns the same all of which will more fully appear by reference to the Original Agreement herewith filed marked (A) and made part of this petition. Your petitioner

further States that the said George Hensel departed this life about the month of January AD, 1847 without having made a deed of conveyance to the said purchaser, or to his assigns, that the said consideration money having been paid in full the said Solomon Hill as assignee is entitled to a conveyance for the same that the last will and testament of the said George Hensel is silent as to any authority for the executor to execute it, that the said George Hensel died, left as his children and heirs, John Hensel, Polly Stone and his husband, Joseph Stone Nancy Hensel, George Hensel, Susannah Hensel, Henry Hensel & Rebecca Hensel, the last four of whom are minors, and all of whom your petitioner makes dependants hereto, they all reside in the County of Union, that your petitioner as the administrator with the will annexed of the said George Hensel decd, is desirous of completing the contract aforesaid, and for and on behalf of said heirs of vesting their title in the aforesaid premises, in the said purchaser or his assigns, your petitioner therefore prays the Court upon the hearing of the matters herein mentioned, to make an order authorizing and empowering him as administrator &c, as aforesaid to complete said contract by carrying the lands aforesaid to the said purchaser or to his said assignee, that a Guardian ad litem may be appointed for the said minor heirs, and that there may be such other and further action and proceedings in the premises as the nature of the case requires, and your petitioner brings into this Court his letters of Administration, duly granted &c, By Allison & Curry his Solicitors, Said Article of Agreement marked (A) referred to in the foregoing Petition and filed therewith reads in the words and figures following to wit, "Now all men by these presents that I, George Hensel of the County of Union & State of Ohio am held firmly bound unto Aaron S. Curry of Union Co in the penal sum of fifty dollars, the condition of the above obligation is such that whereas the said A. S. Curry hath this day purchased of me one acre of land at twenty dollars, lying in the County of Union on the South fork of big run situate on the north bank of said branch & the east side of the State road commencing at a stake on the bank of said branch & running North 10° W 10 poles thence E. 10° N 10 poles thence South 10° E, 10 poles thence W 10° S 16 poles, to the place of beginning, This day the said A. S. Curry executed his note for the payment of the above sum, now should the said A. S. Curry pay up the full amount of said note the said George Hensel agrees to execute to the said A. S. Curry a good sufficient warranty deed for the land above mentioned in which case the above obligation to be void and of no effect otherwise to remain in full force & virtue in Law as witnesses my hand this 27 May 1844 George Hensel, upon which said agreement was the following endorsements to wit, "I assign the within bond to R Beach A. S. Curry & assign the within covenant to Solomon Hill this 15th day of April 1847. R Beach" and afterwards to wit on the 9th day of March AD 1849, the following Subpoena in Chancery was issued and delivered to the Sheriff of Union County to wit, The State of Ohio Union County Sd. To the Sheriff of the County of Union Greeting, We Command you to Summon, Joseph Stone & Polly Stone, his wife, John Hensel, George Hensel, Nancy Hensel, Susannah Hensel,

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 Petitioner

Henry Hensel & Rebecca Hensel, to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the Term next ensuing, to answer a petition exhibited against them by John Hutchinson administrator with the will annexed of George Hensel dec'd, praying an order from said Court to complete a certain Contract for the Sale of One acre of land made by the said George Hensel dec'd, in his lifetime to One Aaron S. Curry &c, and this they shall in no wise omit under the penalty of One thousand dollars; and have then there this writ, witness James Kinkeade Jr Clerk of our said Court at the Court House, this nineteenth day of March A.D. 1849 James Kinkeade Jr Clerk of Common Pleas, and afterwards to wit on the 10th day of April A.D. 1849 said Sheriff returned said writ with his endorsement thereon as follows to wit, served this writ April 10, 1849 by delivering to Nancy Hensel, Susannah Hensel, & Rebecca Hensel, each a certified Copy of this writ, and by leaving at the residence of John Hensel, Henry Hensel & George Hensel each a certified Copy thereof. Joseph Stone & Polly Stone not found. Philip Snider Sheriff's and afterwards to wit, on the 16th day of April A.D. 1849, the following Subpoena in Chancery was issued to the Sheriff of Delaware County to wit, The State of Ohio Union County ss. To the Sheriff of the County of Delaware Greeting, We Command you to summon Joseph Stone and Polly Stone his wife, to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the Term next ensuing, to answer a Petition, exhibited against them & als by John Hutchinson administrator with the will annexed of George Hensel dec'd, praying an Order from said Court to complete a certain Contract for the Sale of One acre of land made by the said George Hensel dec'd in his lifetime to One Aaron S. Curry &c, and this they shall in no wise omit under the penalty of One thousand dollars; and have then there this writ, witness James Kinkeade Jr Clerk of our said Court, at the Court House, this sixteenth day of April A.D. 1849 James Kinkeade Jr Clerk of Common Pleas, and afterwards to wit on the 18th day of May A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit, May 16, 1849 served personally on Polly Stone by leaving with her a certified Copy of this writ, served on Joseph Stone by leaving a certified Copy of this writ at his residence with his wife N. Jones Sheriff and afterwards to wit on the 14th day of August A.D. 1849, on motion to the Court by Messrs Allison & Curry Counsel for the petitioners, it is ordered that R. Clark Jr be appointed Guardian ad litem to the infant dependants, George Hensel, Susannah Hensel Henry Hensel and Rebecca Hensel, and thereupon the said R. Clark Jr, appeared in Open Court accepted said appointment and filed his answer, which said answer reads in the words and figures following to wit, The answer of George Hensel, Susannah Hensel, Henry Hensel, and Rebecca Hensel infant dependants, to the petition of John Hutchinson administrator with the will annexed of the Estate of George Hensel deceased, exhibited against themselves and others, in the Court of Common Pleas of Union County Ohio By R. Clark Jr their Guardian ad litem, the said dependants by R. Clark Jr their Guardian ad litem now come and for answer to said petition say that they know nothing of the matters and things alleged in said petition, and know of no reason

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 J. C. Wilson
 vs
 J. S. Alexander
 O. D. Hamer

ss

Why the said real Contract should not be completed as prayed for but rely upon the protection of the Court, and having thus answered they pray to be dismissed &c, George Hensel, Susannah Hensel, Henry Hensel, Rebecca Hensel, By R. Clark for their Guardian ad Litem; and afterwards to wit on the 15th day of August A.D. 1849. this day came the petitioner by Messrs. Allison & Curry his Counsel, and showed to the satisfaction of the Court that the Contract in the said petition set forth was duly made, and has been duly completed with by the said Aaron S. Curry and his assigns the purchaser and his assigns of the lands in the said petition described, and the due notice of the pendency of this petition and the demand thereon has been given to the said heirs at Law of the said George Hensel deceased, therefore it is ordered that the said John Hutchisson for and in behalf of the said heirs of the said George Hensel deceased make execute and deliver to the said Aaron S. Curry or his assigns in said petition named a deed in fee simple for the lands and tenements in said petition described according to the Statute in such cases made and provided,

Attest, James Kirkkade for Clerk,

J. C. Wilson
vs
J. S. Alexander
O. D. Hamer

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods, Associate Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio, on the fourteenth day of August in the year of our Lord one thousand eight hundred and forty nine, Be it remembered that herebefore to wit on the 10th day of April A.D. 1849, J. C. Wilson by Messrs. Allison & Curry his Attornies sued out of the Clerks Office of the Court aforesaid the following writ of Summons to wit, State of Ohio Union County ss, To the Sheriff of said County Greeting; We Command you to Summon J. S. Alexander and O. D. Hamer to appear on the first day of 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 J. C. Wilson in a plea of Assumpsit damages Two Hundred dollars, and have you then there this writ, witness J. S. James Kirkkade for Clerk, of said Court at the Court House aforesaid this 10th day of April A.D. 1849, James Kirkkade for Clerk, upon which said writ was the following endorsement to wit, Sent brought on a note of hand given by defendants to plaintiff or Order for One hundred and three dollars, dated February 9th 1847, and payable Twelve months after the date thereof &c. also for goods sold and delivered, money had and received &c. damages claimed as due \$207.00 Allison & Curry atty for Plff; and afterwards to wit on the 24th day of April A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit, "Served this writ April 24, 1849 by delivering a certified Copy thereof to the within named James S. Alexander, Philip Sinder Sheriff; and afterwards to wit on the 10th day of April A.D. 1849 the said plaintiff sued out as aforesaid

The following writ of Summons to wit, State of Ohio Union County ss,
 To the Sheriff of Hocking County Greeting; We command you to sum-
 -mon C. D. Hamer to appear on the first day of our next term before
 The Judges of our Court of Common Pleas, in and for the County afores-
 -aid, at the Court House in said County, to answer unto H. C. Wilson in
 a plea of Assumpsit Damages Two hundred dollars, and have you
 ss. then there this writ, Witness James Kirkade Jr Clerk of said Court, at the Court
 House aforesaid this 10th day of April A.D. 1849. James Kirkade Jr Clerk,
 upon which said writ was the following endorsement to wit, Suit brought on
 a note of hand given by defendants to plaintiff or order for One hundred
 and three dollars, dated February 9th 1847, and payable twelve months
 after the date thereof, also for goods sold and delivered money had and
 received &c. Damages claimed as due of \$200.00 Allison Hurry atty for
 P'ty, and afterwards to wit on the 20th day of April A.D. 1849 said Sher-
 -iff returned said writ with his endorsement thereon as follows to wit
 April 16th 1849, I executed the within by leaving with the Deft C. D. Hamer
 a certified Copy of this writ, M. Moore Sheriff H.C. and afterwards to wit on
 the 7th day of July A.D. 1849, the said plaintiff by Messrs Allison Hurry
 his attornies filed herein his Declaration in the words and figures
 following to wit, The State of Ohio Union County ss, Court of Common Pleas, May
 Term A.D. 1849. H. C. Wilson Complainant of J. S. Alexander and C. D. Hamer in
 a plea of Assumpsit, for that whereas the said defendants, on the 9th day of
 February A.D. 1847, at the County of Union aforesaid made their promisory note
 in writing and delivered the same to the said plaintiff and thereby promised
 to pay the said plaintiff or order One hundred and three dollars in twelve
 months after the date thereof, which period has now expired, and the said
 defendants, then and there in consideration of the premises promised to pay
 the amount of the said note to the said plaintiff according to the tenor and
 effect thereof, and also for that whereas the said defendants on the first day
 of April A.D. 1849, at the County of Union aforesaid, were indebted to the plaintiff
 in two hundred dollars for the price and value of goods then and there
 bargained and sold by the plaintiff to the defendants at their request, and in
 two hundred dollars for the price and value of goods then and there sold and
 delivered by the plaintiff to the defendants at their request; and in two
 hundred dollars for money then and there had and received by the defend-
 -ants for the use of the plaintiff; and in two hundred dollars for money found
 to be due from the defendants to the plaintiff on an account then and there stated
 between them, and whereas the defendants afterwards to wit on the day and
 year last aforesaid, at the County aforesaid in consideration of the premises,
 then and there promised to pay the said last mentioned several sums of money
 to the plaintiff, on request, yet they have disregarded their promises, and
 have not, nor hath either of them paid the said several sums of money, nor
 either of them, nor any part thereof, to the damage of the plaintiff two
 hundred dollars, and thereupon he brings his suit &c, By Allison &
 Hurry his attys, and afterwards to wit on the 16th day of August
 A.D. 1849, this day came the said H. C. Wilson by Messrs Allison & Hurry

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 Josiah D. Henry &
 Rachael Hathaway
 Administrators of
 David H. Hathaway dec'd
 vs
 Albert M. Hathaway
 & Others.

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His attornies, and the said J. Alexander and C. D. Hamer though solemnly called came not but made default, whereupon it is considered that the said G. Wilson ought to recover his damages, by reason of the premises, and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said G. Wilson to one hundred and twelve dollars and thirty five cents, therefore it is considered that the said G. Wilson recover of the said James L. Alexander and C. D. Hamer the said sum of one hundred and twelve dollars and thirty five cents his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended taxed at Dollars.

Attest. James Kirkade for Clerk,

Josiah D. Henry &
Rachael Hathaway
Administrators of
David H. Hathaway, ^{vs}
Albert M. Hathaway
& Others.

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods, Associate Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Tenth day of August in the year of our Lord one thousand eight hundred and forty nine,
Be it remembered that heretofore to wit on the 1st day of June A. D. 1848 came Josiah D. Henry and Rachael Hathaway Administrators of David H. Hathaway deceased by Messrs Allison & Curry their Solicitors and filed in the Clerks Office of the Court aforesaid their petition in the words and figures following to wit, To the Court of Common Pleas of the County of Union, Ohio, your Petitioners Josiah D. Henry and Rachael Hathaway administrators of the estate of David H. Hathaway deceased respectfully represent that the total value of the personal estate and effects of said decedent is as near as can be ascertained, (after deducting mutual claims to and from said estate and the estate of Joseph C. Phipper deceased, amounting to one hundred and sixty dollars each) about four hundred dollars, which will be realized therefrom, that the amount of debts owing by the deceased, (after making the aforesaid deduction) as nearly as can now be ascertained amount to five hundred and fifty dollars, and the amount of the charges of Administration about one hundred and thirty dollars, the personal estate and effects are insufficient to pay said debts, The said decedent died seized of the real estate hereinafter described to which he had an equitable title, the purchase money having been paid in full, and a bill in Chancery filed by him was then pending for the title, that since the death of said decedent, your petitioners having been made parties complainants to said bill, a decree was rendered by this Court in their favor, against the heirs of said Hathaway grantor who were defendants in said suit, for the said premises in fee simple, for the benefit of the heirs of said decedent Hathaway, the said real estate is bounded and described as follows Situate in the County of Union Ohio, being part of Survey N. 3444 beginning

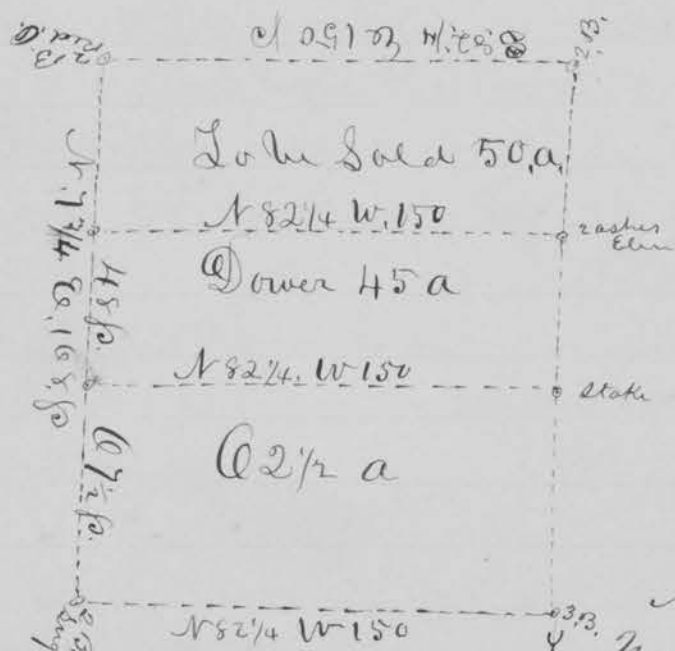
at two beeches in the west line of said survey, and N. W. Corner to Solomon Cook
 Thence with his line and the lines of Ray & Hopkins S. 82 $\frac{1}{2}$ E. 150 poles to two beeches
 and a red oak S. W. Corner to Charles Burr, thence with his line N. 7 $\frac{1}{2}$ E. 168 $\frac{3}{4}$ poles
 to two beeches and a sugar, S. E. Corner to James Gaston; thence with his line
 N. 82 $\frac{1}{2}$ W. 150 poles to three beeches in the west line of said survey; thence with said
 line S. 7 $\frac{1}{2}$ W. 168 $\frac{3}{4}$ poles to the beginning containing one hundred and fifty seven and
 one half acres more or less. The said decedent died leaving your petitioner
 Rachael Hathaway his widow who is entitled to dower in said premises. The
 following persons are the heirs having the next estate of inheritance in the premises
 above described, from the decedent namely Albert M. Hathaway, Rachael S. Henry
 (wife of your petitioner Josiah D. Henry) Mary A. Smith and John A. Smith her husb-
 and, all of whom are adults, and Ralph W. Hathaway, Joseph A. Hathaway and
 Sarah C. Hathaway all of whom are minors. your petitioner prays that the said pers-
 ons above mentioned and described having the next estate, of inheritance in said pre-
 mises from said decedent, be made parties dependants to this petition; that the
 dower of your petitioner Rachael Hathaway may be set off, and that your petiti-
 oners may be ordered to sell said real estate, or so much thereof, as may be necessary
 to the debts of said estate, and such other relief &c. By Allison & Curry Solicitors for
 Petrs." and afterwards writ on the 1st day of June A.D. 1848 a subpoena in Cha-
 ncery was issued and delivered to the Sheriff of Union County in the words and
 figures following. The State of Ohio, Union County, ss. To the Sheriff of the County
 of Union Greeting; We Command you that you Summon Albert M. Hathaway,
 Rachael S. Henry, Mary A. Smith, John A. Smith, Ralph W. Hathaway, Joseph
 A. Hathaway and Sarah C. Hathaway to appear before the Judges of our
 Court of Common Pleas, at the Court House, on the first day of the term next ensui-
 ng; to answer a Petition to sell land to pay debts and assign dower exhibited
 against them by Josiah D. Henry & Rachel Hathaway Administrators of
 D. H. Hathaway, deceased, and this they shall in no wise omit, under the pen-
 alty of one thousand dollars; and have then and there this writ. Witness John Cassil
 Clerk of our said Court, at the Court house, this 1st day of June A.D. 1848. John Cassil
 Clerk of Com. Pleas, and afterwards writ on the 12th day of June A.D. 1848. Said
 Sheriff returned said writ with his endorsement thereon in the words and
 figures following to wit. Served this writ June 8, 1848 by delivering to Albert M. Hat-
 thaway, Joseph A. Hathaway, Sarah C. Hathaway and Mary A. Smith each a
 Certified Copy of this writ, and by leaving a certified copy at the residence of
 John A. Smith, balance of dependants not found. Philip's Under Sheriff and of
 towards writ on the 2^d day of September A.D. 1848 the petitioners filed herein
 notice to dependants and proof of service in the words and figures following to wit,
 To Rachael S. Henry & Ralph W. Hathaway, you are hereby informed, that we have
 filed a petition as administrators of the estate of David H. Hathaway, deceased, in
 the Court of Common Pleas of Union County, for the sale &c. of the real estate of said
 decedent; and shall in pursuance of the prayer of said petition, on the first
 day of the September term 1848 of said Court, to wit the 19th day of September
 1848, or as soon thereafter as counsel can be heard, ask for an Order for
 assignment of dower of the widow of David H. Hathaway in and for the sale
 of the following real estate of which the said David H. Hathaway died

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Seized or so much thereof as may be necessary, to pay his debts, to wit, the homestead
and farm upon which said David H. Hathaway resided, at the time of his de-
-ease being part of Survey N. 3443, Virginia Military District, situate in Union County
Ohio, and containing One hundred and fifty seven and one half acres more or less,
data, Josiah D. Henry & Rachael Hathaway, Admrs. of David H. Hathaway deceased
The State of Ohio, Clark County ss. I Joshua Gurnes, do make solemn oath, that
On the 28th day of August 1848. I served the within named Rachael S. Henry and
Ralph W. Hathaway, each with a notice of which the within is a true copy.
Joshua Gurnes, Sworn to and subscribed before me this 29th day of August 1848.
J. B. Single J. P. And afterwards Court on the 20th day of September A.D. 1848.
On motion to by Messrs Allison Henry, Counsel for the petitioners, It is ordered that
the said Rachael Hathaway, be endowed of One equal third part of the following
real estate in the petition mentioned to wit, bounded and described as follows
Situate in the County of Union Ohio, being part of Survey No. 3444 Beginning at two beches
in the west line of said Survey, and N.W. Corner to Solomon Cook; thence with his line and
the lines of Ray & Hopkins S. 82 1/4 E. 150 poles to two beches and red Mt. Corner to Charles
Burr; thence with his line N. 7 3/4 E. 168 3/4 poles to two beches and a sugar, S.E. Corner
to Camus Gaston; thence with his line N. 82 1/4 W. 150 poles to three beches in the west
line of said Survey; thence with said line S. 7 3/4 W. 168 3/4 poles to the beginning containing
One hundred and fifty seven and One half acres more or less. and it is further
Ordered that William B. Irwin, Oziel Hammond and Nathaniel Raymond
being first duly sworn do upon actual view of the premises set off and assi-
-gn the said dower to the said Rachael Hathaway, and make return of such
Assignment, and also run off from the balance so much as will secure
by sale three hundred dollars, the probable balance of Claims due from
said estate, and appraise the same free of dower, and report herein forth
-with, Said Order having been certified under the seal of said Court, to the
Said Commissioners, was afterwards to wit on the 21st day of September
A.D. 1848, returned endorsed as follows to wit, The State of Ohio Union
County ss. I hereby certify that Oziel Hammond, Nathaniel Raymond
and William B. Irwin, were sworn to discharge the requirements of
the sd within writ according to the best of the ability Sept 20, 1848. M.H.
Wadhams J.P. Said Commissioners report filed herein September
21st A.D. 1848, reads in the words and figures following to wit, In obed-
-ience to the Command of an Order to set of dower to Rachael Hathaway
Widow of D. H. Hathaway late of Union County, Ohio decd. to apprais land
we the undersigned would report that after being sworn as the law directs
upon actual view of the lands named in sd writ set of to sd Rachael
Hathaway as her equal third part of 157 1/2 of land in Survey N. 3444
forty five acres bounded as follows beginning at a Stake and Stone in the
east line of the lot N. 7 3/4 E. 53 1/2 poles from the S.E. Corner of sd lot S.W. Corner to
Charles Burrs lot thence with sd line N. 7 3/4 E. 48 poles to a Stake & Stone, then
N. 32 1/4 W. 150 poles to a Stake in the west line of the Survey then with sd line S. 7 3/4
E. 48 poles to a Stake witness 2 ashes & an elm; thence S. 82 1/4 E. 150 poles to the begin-
-ing. We also set of to be sold to pay the debts of the estate of sd D. H. Hathaway
fifty acres on the south end of sd lot bounded as follows, beginning at 2 beches

in the west line of the survey & South west corner to D lot & N. W. corner to Cooks lot. then running with Cooks & Hopkins line S. 82 3/4 E 150 poles to a stone & 2 beeches and a red oak, S. W. corner to Charles Burns lot. then with his line N. 7 3/4 E 53 1/2 poles to a Stake & Stone S. E. corner to the above named dower. then with the line of D dower N. 82 3/4 W. 150 poles to a Stake witness 2 ashes & an elm S. W. corner to the dower in the west line of the survey. then with D line S. 7 3/4 W. 53 1/2 poles to the beginning. which we appraise at eight dollars per acre. reference for further description is made to the plat herewith returned. W. B. Irwin, E. Hammond Nathaniel Raymond, Commissioners; Said plat reads in the words and figures following to wit.



I hereby certify the above to be a correct plat of 157 1/2 acres in Survey N 3444 with the divisions thereof as made this 20th day of Sept 1848 in the

execution of an Order to set off and appraise land for sale by the Court Common Pleas at the Sept Term 1848 in the above case W. B. Irwin Surveyor N. C. C. and afterwards to wit on the 21st day of September AD 1848. On motion to the Court by Messrs. Allison Henry Counsel for the petitioner, and upon producing the assignment of dower, and the assignment of a portion of the land in the petition described for the payment of the debts of said estate together with the appraisement of the tract of land so set off to be sold as aforesaid, made by William B. Irwin, E. Hammond and Nathaniel Raymond, under a former Order made at this term of this Court. It is Ordered that the said Josiah D. Henry and Rachael Hathaway proceed according to law to sell the said real estate so set off and appraised as aforesaid, part of the premises in the petition described and upon the following terms to wit, One half cash in hand and the balance in one year with interest from the day of sale, to be secured by mortgage on the premises, and it is further Ordered, that the said Josiah D. Henry and Rachael Hathaway make return of their proceedings in the premises to the next term of this Court, and afterwards to wit at the May Term of said Court A. D. 1849. This Cause was continued under former Order, and afterwards to wit on the 14th day of August A. D. 1849. the said petitioners filed herein a report of sale in the words and figures following to wit, Josiah D. Henry & Rachael Hathaway admits of Paria H. Hathaway decd. vs Albert M. Hathaway et als. Union Common Pleas. Petition to sell land. In pursuance of an Order of the Court made at the September Term 1848 of said Court, we gave notice of sale in due form of law and at the time and place mentioned in said

Alexander Burnside Esq
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Adison Osborn et als
Jesse Wetherby &
Aaron Thornton

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notices for said Sale, to wit, at 2 o'clock on the 13th day of August A.D. 1849 at the door
of the Court House in the Town of Maysville Ohio. We offered said property at public
Vendue, and Miles Klein and William Klein having bid therefore Five dollars
and thirty four cents per acre and they being the highest and best bidders, and
the same being more than two thirds of the appraised value thereof, we struck
off and sold the same to them for that sum, Josiah D. Henry Rachael Hathaway
Administrators of David H. Hathaway decd, and afterwards to wit on the 16th day of August
A.D. 1849. On motion to the Court by Messrs. Allison Henry Counsel for the petitioners
and upon producing the return of the proceedings and sale made by the said
petitioners as herein before ordered, and the Court having examined the same
and being satisfied that the said Sale has in all respects been legally ^{made}. It is order
ed that the same be and hereby is approved and confirmed, and that the said
Petitioners execute and deliver to the said purchasers a deed in fee simple
for the real estate so by them sold as aforesaid, on the purchasers executing
and delivering to said Petitioners a mortgage securing the deferred pay
ments of said Sale,

Attest. James Kirkcaldy Clerk,

Alexander Burnside Ex
Dem
Adison Osborne et als
vs
Jesse Wetherby &
Aaron Thornton

Pleas before their Honors Levi Phelps, James R. Smith and William W
Woods Associate Judges, at a Court of Common Pleas begun and
held at the Court House in the Town of Maysville within and for
the County of Union and State of Ohio. On the fourteenth day of
August in the year of our Lord one thousand eight hundred
and forty nine,
Be it remembered, that heretofore at the May Term of said Court
to wit, on the 3^d day of June A.D. 1849 the said Jesse Wetherby and
Aaron Thornton by Messrs Cole & Witter their Attornies made applic
ation to said Court for valuation of improvements &c. in the words
and figures following to wit, and thereupon the said Jesse Wetherby
and Aaron Thornton the defendants by Cole & Witter their Counsel and
made application to the Court for the valuation of improvements
and assessment of damages under the Statute for the relief of occ
upying Claimants, and the Court having considered of the same are
of Opinion that they are entitled thereto, whereupon it is ordered that
further proceedings may be had in the premises agreeably to the provisions
of said Statute, and afterwards to wit on the 20th day of July A.D. 1849 the
said Plaintiff by Messrs Allison Henry his Attornies sued out of the Clerks
of said Court the following writ: to wit, The State of Ohio Union County Is
to the Sheriff of said County Greeting; Whereas on the 3^d day of June A.D.
1849 the Sesses of Adison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia
Osborn and Josiah Osborn recovered a judgment against Jesse Wetherby
and Aaron Thornton, in a certain action of Ejectment lately pending
in our Court of Common Pleas, within and for the said County of

Union for his term yet to come in the following lands and tenements to wit
 a certain lot or tract of land containing two hundred and seventy
 two acres be the same more or less. Situate between the little Miami
 and Scioto Rivers, and in the County of Union and State of Ohio, being
 a military Survey No 10945, Originally for One hundred and sixty six acres
 in the name of Robert Green, and a Survey No 13427, Originally for eighty
 nine acres in the name of James Galloway Jr, Containing by a resurvey 272
 acres as aforesaid on the waters of Scioto or rush creek, and whereas also
 upon the rendition of said judgment our said Court of Common Pleas on
 application for that purpose, granted to the said Jesse Wetherby and
 Aaron Thornton, the benefits of the Statute for the relief of Occupying Claima-
 nts, we therefore Command you that without delay by the Oaths of Thomas
 Cheney, William Porter, Henry Beach, Abraham Dimer, Andrew Amine 1st
 David Carr, James Robinson, Paschal Spain, Isaac Sandt, Stephenson
 Curry, William Hays, and Timothy Clow, and upon actual view of the
 premises, you cause to be made a just and true assessment of the value of all
 lasting and valuable improvements made upon the lands and tenements
 aforesaid by the said Jesse Wetherby and Aaron Thornton, or by any person
 or persons, under whom the said Jesse Wetherby and Aaron Thornton
 hold the same, previous to the 19th day of May 1849, and also that in like
 manner you cause to be made a just and true assessment of the damages if
 any which the said lands and tenements may have sustained by waste,
 together with the net annual value of the rents and profits which the said
 Jesse Wetherby and Aaron Thornton may have received from the same from
 and after the 19th day of May 1848 deduct the amount of such rents and
 profits from the estimated value of the lasting and valuable improvements
 aforesaid, and also that in like manner you cause to be made a just and
 true assessment, of the value of the said lands and tenements on the 2^d
 day of June A.D. 1849, exclusive of the improvements made thereon, and
 the damages sustained by waste as aforesaid, and of this writ make legal
 service and due return, Witness James Kirkade Jr Clerk, of said Court of Common
 Pleas, at Mansfield this 20th day of July A.D. 1849, James Kirkade Jr Clerk,
 and afterwards to wit on the 4th day of August A.D. 1849, said Sheriff returned said
 writ with his endorsement thereon in the words and figures following to wit, "I have
 executed the within writ by the Oaths of Thomas Cheney, Henry Beach, Abram Dimer
 Andrew Amine, David Carr, James Robinson Paschal Spain, Isaac J. Sandt,
 Stephenson Curry, W^m Hays, J. H. Clowell, within named jurors and Labor Ran-
 dall who was by me duly summoned as a tatesman in place of William
 Porter, within named who was said to be sick, who being duly notified by
 my self on the 3^d day of August A.D. 1849, on actual view of the within premises
 having been first duly sworn, make the assessment therein Commanded, and their
 verdict is herewith returned August 3^d 1849, Philip Swider Sheriff of Union County,
 which said verdict therewith returned reads in the words and figures following
 to wit, "we the jury named in the within writ, (except Labor Randall who being
 summoned to fill the penal in the absence of William Porter) having been first
 duly sworn, upon actual view of the premises in the within writ described

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do make the assessment therein Commaned as follows to wit. We find that the said Jesse Wetherby & Aaron Thornton previous to the 19th day of May 1849 had erected upon said premises one log house which with fixtures we estimate at \$20.00 also one saw mill and fixtures estimated by us at 150.00 making the whole amount of lasting and valuable improvements upon said premises 170.00 We further find that said lands have sustained waste by cutting down of valuable timber to the amount of 2.00 also timber used by the claimant for the building of the mill 20.00 We also estimate the net annual value of the rents & profits of said lands since the 19th day of May 1845. at 18 dollars up to this date May 19th 1849. \$15.00 Excess in favor of the Occupying Claimant 40.00 1361.00 We do also estimate the value of said lands on the 2^d day of June 1849 to be worth five dollars per acre, exclusive of the improvements & damages sustained by waste as aforesaid. In testimony whereof we hereunto put our hands & seals this 3^d day of August 1849. Thomas Cherry Seal Henry Beach Seal Abraham Denny Seal Andrew Annin Seal David Carr Seal James Robinson Seal Paschal Spain Seal Isaac J. Sanoff Seal Stephenson Crum Seal W. Hays Seal J. H. Elwell Seal Labor Randal Seal and afterwards writ on the 17th day of August A.D. 1849 on motion to the court by Messrs Allison Henry Attornies for the said Addison Osborn and others, and upon producing a report of the Jury herein appointed to assess damages &c. under the Statute for the relief of Occupying Claimants, whereby it appears that a balance of One hundred and thirty dollars is due to the said Jesse Wetherby & Aaron Thornton upon said assessment for their improvements &c. upon said premises and the Court do also find that there is also due to the said Wetherby & Thornton the sum of Forty One dollars, and seventy five cents for their taxes paid upon said land with the interest thereon, and the said Addison Osborn and others by the said Alexander Bunside their Guardian, thereupon in open Court and by consent of parties declared his election to pay the said sum of One hundred and thirty dollars for improvements &c. and the said sum of Forty One dollars & seventy five cents for taxes to the said Jesse Wetherby and Aaron Thornton according to the provisions of the Statute in such case made and provided. It is therefore considered that the said Jesse Wetherby and Aaron Thornton, recover of the said Addison Osborn and others the said sum of One hundred and thirty dollars for their said improvements and also the said sum of Forty One dollar and seventy five cents for their taxes and interest aforesaid in form aforesaid assessed, and also their costs herein in their said application expended, taxed at Dollars in the taxation of the which the Clerk is directed to allow each Juror, One dollar for one days service together with five cents per mile from the place of residence of said Juror, to the premises upon which the improvements were assessed, and by the consent of parties it is further ordered, that upon the full payment of the said amounts due to the said Wetherby and Thornton into the Clerk of this Court, that a writ of possession issue to the Sheriff of Union County in favor of the said Addison Osborn and the other plaintiffs in the suit of Ejectment.

Attest. James Kirkadap Clerk,

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The Trustees of Seesburg
Township Union County
vs
Charles Scott

Pleas before their Honors Levi Phelps, James R. Smith and William W. Woods Associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Maysville within and for the County of Union and State of Ohio, on the Fourteenth day of August in the Year of Our Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit, on the 16th day of November A.D. 1848, Levi Phelps, one of the Associate Judges for said County issued his Special Warrant to the Jailor of said County, in the words and figures following to wit, "The State of Ohio Union County ss. To the Jailor of said County Greeting; You are hereby commanded to bring the body of Charles Scott, before me Levi Phelps, an Associate Judge of said County at the Court house therein forthwith, who is in your custody in the Jail of said County on a charge of bastardy brought by the Trustees of Seesburg Township in said County and refusing to give security to said Trustees for the maintenance of a bastard child to be brought out for the purpose of giving bail. Given under my hand and Seal November 16, 1848, Levi Phelps, As. Judge U.C." and afterwards to wit on the 16th day of November A.D. 1849, said Jailor returned said Warrant with his endorsement thereon as follows to wit, "Served this November 16th 1848, by bringing the body of Charles Scott, before your Honor, as commanded by the within Writ, Philip Smider Sheriff, and afterwards on said 16th day of November A.D. 1848, on application of Charles Scott who was confined in the Jail of the County of Union on a mittimus issued by Abijah Gandy a Justice of the Peace in and for said County on a charge of bastardy and refusing to give security to the Trustees of Seesburg Township in said County for the maintenance of a bastard child Levi Phelps Associate Judge of said County issued his Special Warrant to the Sheriff of said County to bring the body of the said Charles Scott before him at the Court House forthwith who forthwith returned the same with the body of the said Charles Scott, who thereupon came with James M. Welch and Bill Welch his securities and acknowledged themselves to owe and stand indebted unto the State of Ohio in the penal sum of two hundred dollars each, to be levied upon their goods and Chattels Lands and tenements if default be made in this their recognizance to wit, that if the said Charles Scott, shall appear at the next term of the Court of Common Pleas of Union County Ohio, on the first day thereof at ten o'clock A.M., to answer unto an accusation of Bastardy brought against him by the Trustees of Seesburg Township in said County, and abide the order of the Court and not depart the Court without leave, then this recognizance to be void, otherwise to be and remain in full force and virtue in Law, and afterwards at the May Term of said Court to wit, on the 30th day of May A.D. 1849, this day came the defendant and Bill Welch and James M. Welch, his securities and acknowledged their selves to owe and stand indebted unto the State of Ohio, for the use of the Trustees of Seesburg Township, Union County Ohio, in the sum of fifty dollars to be levied upon their goods and Chattels Lands and tenements respectively upon this condition that if the said Charles Scott shall personally appear on the first day of the next term of this Court at ten o'clock A.M. and answer to an accusation of Bastardy brought against him by the Trustees of Seesburg Township, and abide the order of the Court thereon, and not depart without leave there

1849

This recognizance to be void otherwise to be and remain in full force and effect, and afterwards to wit on the 15th day of August AD 1849. Abijah Gandy a Justice of the peace in and for said County filed herein a transcript from his docket in the words and figures following to wit:

The State of Ohio
 on Complaint of
 Isabella Barcus
 vs
 Charles Scott
 Justices fees
 filing Affidavit 25
 for warrant 25
 for transcripts 31 1/4
 Const. fees
 Serving warrant 20
 Committing to jail or. 75
 Darius McIntire
 Assisting \$10, 50

State of Ohio Union County ss. Action of Bastardy. On the 13th day of November 1848, Isabella Barcus an unmarried woman entered Complaint under oath against (Charles Scott) the defendant setting forth that she the said Complainant was on the 9th day of July 1846, delivered of a bastard child and that (Charles Scott) is the father of said child whereupon on the same day a warrant was issued directed to any Constable of Union County, and on the 14th day of November 1848, said Constable made return as follows November the 14th 1848, I was by bringing the said defendant (Charles Scott) forth with and his body is now before you fees 20 cents Benjamin Welsh, Constable, November the 14th 1848, the accused, and the Complainant then both being present, they entered into the following compromise (to wit) that is it appears that the Complainant Isabella Barcus has had two illegitimate children by the accused (Charles Scott) and that they agreed between themselves for him the said Charles Scott, to take the oldest one which was the one that he was now in custody for and for her the said Isabella Barcus to keep the youngest one herself, - and the defendant (Charles Scott) neglected and positively refused to give bond and security to the trustees of the township for the maintenance of the said child that he was to have by the compromise of the parties. Whereupon he was committed to the jail of the said County of Union this 14th day of November 1848. Abijah Gandy J.P. November the 15th 1848, mittimus returned endorsed, November the 14th 1848, I committed the within named (Charles Scott) to custody of the within named jailor with whom I left a certified of this writ fees taxed at, mileage 10 miles 50 cents serving 25 cents, Darius McIntire, assisting 50 cents, Abijah Gandy J.P.

The State of Ohio Union County ss. I Abijah Gandy, a Justice of the peace in and for the townships of Leesburg in the County and State aforesaid, do hereby certify that the within is a correct transcript of the proceedings and doings in the cause before me given under my hand and seal this 15th day of August 1849. Abijah Gandy J.P. and afterwards at the August Term of said Court to wit on the 17th day of August AD 1849. This day came the defendant Charles Scott, and for plea says that he is guilty of the Charge of Bastardy as complained against. Originally before the Justice of the Peace by Isabella Barcus, therefore it is considered by the Court that the said defendant execute his bond with good and sufficient security in the penal sum of three hundred dollars to the trustees of Leesburg township Union County Ohio, Conditioned to save the said Township free from all charges for the maintenance of said child, which being done the defendant was discharged, and it is further ordered that the said Charles Scott pay the costs of this suit taxed at
 Judgment for Costs, dollars.

Attest. James McKinrade Jr Clerk

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Warren Rose
vs
James Harper.

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, On the Fourteenth day of August in the Year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit On the 31st day of May A.D. 1849, Warren Rose filed in the Clerks Office of said Court the following trans-

Cript writ,
Warren Rose
vs
James Harper
Debt & Int \$62.27
Plaintiffs Costs
Satisfaction .10
Int. Judgment .12 1/2
Int. bail bond .25
Execution .25
Transcript .31
Total Costs \$1.03 1/4

scribing a note of hand of which the following is a copy,
\$53.33 For value received I promise to pay Warren Rose or bearer Fifty three dollars and thirty three cents to be paid in good trade by the first of September next as witness my hand, Milford July 5, 1845, James Harper, June 22, 1848, James Harper appeared without process and confessed Judgment On the above described note, whereupon the interest was cast and Judgment rendered against said James Harper the defendant in favor of Warren Rose the plaintiff for the sum of Sixty two dollars and twenty seven cents debt and Costs of Suit taxed at twenty two 1/2 cents. In the action of Warren Rose against James Harper, I Galatia Sprague do acknowledge myself bail for James Harper, for Stay of Execution for the sum of Sixty two dollars and twenty seven cents debt and twenty two 1/2 cents Costs, to be levied of my goods and Chattels lands and Tenements if default be made in the Condition following which is that the said James Harper shall pay the amount of the Judgment rendered in the action aforesaid together with the interest and Costs and the Costs that may come Galatia Sprague, Taken signed and acknowledged before me this 1st day of July A.D. 1848, David Burnham J.P. February 23, 1849, execution issued and handed to Galatia Sprague Constable and returned in due time endorsed as follows the within named James Harper hath not any goods or Chattels whereof I can make any part of the amount of this execution but he has three and 1/2 acres of land lying near the town of Milford.

March 20, 1849, Galatia Sprague Constable, March 20, 1849, it is suggested that said debt is possessed of lands liable to levy and sale on execution. The State of Ohio Union County, Union 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 May 28, 1849, David Burnham J.P. of the aforesaid township; and afterwards to wit on the 31st day of May A.D. 1849, the following writ of Scire Facias was issued out of the Clerks office of said Court and delivered to the Sheriff of Union County to wit, The State of Ohio Union County ss, To the Sheriff of said County Greeting: Warren Rose On the 22^d day of June 1848 recovered a judgment before David Burnham One of the Justices of the peace within and for the said said County of Union for the sum of Sixty two dollars and twenty seven cents debt and twenty two 1/2 cents Costs of Suit, against James Harper, upon which said judgment an execution was issued by the said David Burnham and returned no goods or Chattels found whereon to levy but the defendant is possessed of real estate subject to his debts as to us appears by a transcript of said judgment

Ss.

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Cecilia Margaret Wood
Admins of Ira Wood decd
vs
Cynthia Wood et als

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 James Harper to appear
 before our said Court of Common Pleas forthwith to show cause if any there be why
 Execution should not issue against his lands and tenements, to satisfy said judgm
 ent, and further to do and receive what our said Court shall then and there consider of
 him in this behalf, and have you then there this writ. Witness James Kirkkade Jr. Clerk,
 of our said Court at Marysville this 31st day of May A.D. 1849. James Kirkkade Jr. Clerk,
 and afterwards writ on the 2^d day of June A.D. 1849. Said Sheriff returned said writ
 with his endorsement thereon as follows to wit, "The within named defendant not found
 June 2, 1849 Philip Snider Sheriff, and afterwards at the August term of said
 Court, writ on the 17th day of August A.D. 1849. Dismissed at plaintiffs Costs
 Judgment for Costs."

Ls.

Attest, James Kirkkade Jr. Clerk

See Margaret Wood
 Administratrix of Ira Wood deceased
 vs
 Cynthia Wood et al

Pleas before their Honors Levi Phelps, James R Smith and William W Woods
 Associate Judges at a Court of Common Pleas begun and held at the Court
 House in the Town of Marysville within and for the County of Union and
 State of Ohio, on the Fourteenth day of August in the year of our Lord
 One thousand eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 29th day of June A.D. 1848
 On motion and it appearing to the satisfaction of the Court that this cause
 was heretofore inadvertently omitted and dropped from the docket, when
 there had been no final disposition thereof. It is therefore ordered that the
 same be reinstated upon the docket, which is done, and it is further
 ordered that this cause stand continued under the former order of sale
 herein made, and that the appraisers herein before appointed appraise
 the unsold portion of said real estate herein before ordered to be sold
 subject to the dower estate heretofore assigned thereon, and afterwards to wit
 at the September Term of said Court A.D. 1848, this cause was continued,
 and afterwards at the May Term of said Court to wit on the 2^d day of June A.D.
 1849, on motion to the Court by Messrs. Allison Henry Counsel for petitioners
 it is ordered, that Bill Welch W.A. Frank and William W Woods, being first duly
 sworn do upon actual view of the premises, make a just valuation of the following
 real estate to wit, thirty six feet of the south side of In lot No. 70 in the Town of Marys-
 ville Union County Ohio, subject to the dower of Margaret Wood as heretofore assigned
 by Order of this Court, and make return of their valuation, and it is further ordered
 that the said petitioners, after the return of the appraisers herein above appointed
 proceed according to law to sell the balance of the real estate in their petition
 mentioned, which remains unsold subject to the said dower estate of the said
 Margaret Wood and upon the following terms to wit, One half Cash in hand
 and the balance in one year with interest from the day of sale to be secured by
 mortgage on the premises the real estate heretofore ordered to be sold, is as follows
 to wit, thirty six feet of the south side of In lot No. 70, in the Town of Marysville

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Union County Ohio, and it is further ordered that the petitioners make return of their proceedings in the premises to the next term of this Court, & this Cause continued, said Order having been certified to the said Appraisers under the Seal of said Court, was afterwards to wit on the 16th day of August A.D. 1849, returned endorsed as follows to wit, "To the Court of Common Pleas of Union County, In Obedience to the within Order we having been first duly sworn upon actual view of the premises do estimate the just value of the within described real estate (subject to the widows dower) at One hundred fifty dollars, July 3rd 1849. W^m Frank B. Melch, I protest to this above valuation. W. W. Woods, and afterwards to wit on the 16th day of August A.D. 1849 the said petitioners filed herein a report of sale in the words and figures following to wit, "Leysian See & Margaret Wood administrators of the estate of Ira Wood dec^d vs Leysian Wood et als. In Union Common Pleas petition to sell land. In pursuance of an order of sale made at the May Term 1849 of said Court we gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale to wit; at the door of the Court house in Mansville Ohio, on the 14th day of August A.D. 1849, we offered said property at at public vendue, and George Hawby having bid therefor One hundred dollars and he being the highest and best bidder, and the same being two thirds of the appraised value thereof, we struck off and sold the same to him for that sum, C. See Margaret Wood, adm^r of Ira Wood dec^d and afterwards at the August Term of said Court to wit, on the 17th day of August A.D. 1849, on motion to the Court by Messrs. Allison Hurry Counsel for the petitioners and upon producing the return of the appraisement proceedings and sale herein made by the said petitioners as herein before ordered, and the Court having examined the same, and being satisfied that said sale has in all respects been legally made, It is ordered that said petitioners execute and deliver to the purchaser a deed in fee simple for the real estate so by them sold as aforesaid, on the purchaser executing and delivering to said petitioners a mortgage securing the deferred payments of said sale."

Attest. James Kirkhead Jr Clerk,

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J. Stokes & Co
vs
Abert M Hathaway

Pleas before their Honors, Levi Phelps, James R. Smith, and William W. Woods Associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, One Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine,

By it remembered that heretofore to wit on the 14th day of August A.D. 1849, J. Stokes & Co by Messrs Corwin & Burnett their attorneys filed in the Clerks office of the Court aforesaid, the following transcript to wit,

J. Stokes & Co vs Abert M Hathaway, 3rd note filed thereupon I issued a summons June 28th 1849 for appearance on the third day of July 1849 at 11 o'clock P.M., summons returned endorsed Served by reading on the 29th day of June 1849, fees travel 20 Service 10. (30) June 30th 1849 Saml Ballinger Court

Debt	\$44.75
Summons	.12 ^{1/2}
Satisfaction	.10
Judgment	.12 ^{1/2}
Execution	.25
Transcript	.31
Constables fees	.30
or summons	
on execution	.40

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July 3rd 1849, 1 o'clock P.M. defendant failed to appear Judgt. by default on a note as follows. One day after date for value recd of the subscriber of Liberty Township Union County promise to pay J Stokes & Co or bearer forty two dollars & eighty cents signed Albert M Hathaway, interest being calculated it appears there is due plaintiff forty four dollars & seventy five cents. Therefore Judgment is rendered against defendant for forty four dollars & seventy five cents debt & the Costs taxed at sixty five cents. Execution issued 5th day of July 1849 delivered to J Ballinger Const. Execution returned indorsed no property found to make the within debt August 4th 1849. fees travel 20. Service 20. (40)

Saml Ballinger Const. State of Ohio Union County ss. I do hereby Certify that the foregoing is a true copy of the proceedings had by and before me in the above case M H. Wadhams JP for Liberty Township Union Co. It is suggested to me that the defendant has lands & tenements M H Wadhams JP and afterwards writ on the 14th day of August A.D. 1849 the following writ of Scire Facias was issued and delivered to the Sheriff of Union County to wit. The State of Ohio Union County ss. To the Sheriff of Said County Greeting. J Stokes & Co on the 3rd day of July 1849 recovered a judgment before M H. Wadhams, One of the Justices of the peace within and for the said County of Union for the sum of Forty four dollars and seventy five cents debt, and sixty five cents costs of suit, against Albert M Hathaway. Upon which said judgment an execution was issued by the said M H. Wadhams and returned no property found whereon to levy but the defendant is possessed of real estate subject to his debts as to us appears by a transcript of 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 Albert M. Hathaway to appear before our said Court of Common Pleas forthwith 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 consider of him in this behalf and have you then return this writ. Witness James KinKade Jr Clerk of our

Said Court of Common Pleas at Mansville the 14th day of August A.D. 1849. James KinKade Jr Clerk, and afterwards writ on the 17th day of August A.D. 1849. Said Sheriff returned said writ with his endorsement thereon as follows to wit. Served this writ August 17. 1849 by leaving a certified copy thereof at the residence of the within named Albert M Hathaway, Philip Snider Sheriff; and afterwards writ on the 17th day of August A.D. 1849 this day came the said J Stokes & Co by Messrs Corwin & Burnett their attorneys and the said Albert M Hathaway though solemnly called came not but made default, and no cause being shown why execution should not issue from this Court, therefore it is considered that the said J Stokes & Co have their execution against the goods and Chattels lands and tenements of the said Albert M Hathaway, for the debt and damages and costs due on said judgment below to wit. forty four dollars and seventy five cents debt and sixty five cents costs, with interest thereon from the 3rd day of July 1849 and seventy six cents subsequent costs in the Court below, and also their costs in this behalf expended taxed at

Dollars _____ Cents.

Attest. James KinKade Jr Clerk,

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John Doe Ex Dem
 Charles J Thacher
 vs
 Richard Roe

Pleas before their Honors, Levi Phelps, James R Smith and William W. Woods Associate Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio on the Fourteenth day of August in the year of our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 10th day of August A.D. 1849, Came Charles J. Thacher By Messrs Allison Henry, his attorneys, and filed in the Clerks office of said Court his declaration together with notice to the tenant and the return of service which reads in the words and figures following to wit, "Union County ss. Court of Common Pleas, August Term A.D. 1849, John Doe Complainant of Richard Roe for that Charles J. Thacher, on the first day of January A.D. 1848 at Union County in the State of Ohio, had devised to the said John Doe the following lands and tenements to wit, part of lot no 5 in the town of Mansville in said Union County, so numbered on the recorded plat of said town, beginning at the north west corner of lot no. 4 in said town of Mansville; thence west with south street forty three feet to a stake; thence south twenty one poles to a stake; thence east forty three feet to a stake; thence north twenty one poles, to the beginning; and also ten messuages ten Cabins, ten barns, ten Stables, ten orchards, ten out houses, ten yards, ten gardens, ten acres of arable land, ten acres of meadow land, and ten acres of other land with the appurtenances, Situate in said County of Union, to have and to hold the same to the said John Doe, from the said first day of January A.D. 1848, for and during the term of twenty years, thence next ensuing; by virtue of which devise the said John Doe, entered into the said tenements with the appurtenances, and was possessed thereof for the term aforesaid; and the said John Doe, being so thereof possessed, the said Richard afterwards to wit, on the third day of January A.D. 1848 with force and arms entered into the said tenements with the appurtenances, and ejected the said John Doe therefrom, and other wrongs to the said John Doe then and there did, to his damage ten dollars, and therefore he sues, &c. By Allison & Curry his attorneys, Mr. John Nettleton 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 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. Richard Roe, dated, August 2^d 1849, On the 2nd day of August A.D. 1849, I did personally serve John Nettleton tenant in possession of the premises in the within declaration mentioned or of part thereof, with a true copy of the within declaration and notice, and at the same time acquainted the said John Nettleton with the intent and meaning of the said declaration and notice, and of the service thereof, Philip Smider Sheriff of Union County Ohio, and afterwards at the August Term of said Court, to wit on the 17th day of August A.D. 1849, this day came the said John Doe by Messrs Allison Henry his attorneys and the said Richard Roe through solemnly called came not but made

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 James McIlroy
 vs
 Lane Bland

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default. Therefore it is considered that the said John Doe, recover against the said Richard Roe his said Tenment to come in the tenements aforesaid with the appurtenances,

Attest: James Kirkkadee Clerk,

James McElroy vs Lane Bland

Pleas before their Honors Levi Phelps, James R Smith and William W. Woods, Associate Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, On the Fourteenth day of August in the year of Our Lord One thousand Eight hundred and Forty nine,

Be it remembered that here tofore to wit on the 14th day of September AD 1848, Came Lane Bland and filed in the Clerk's office of said Court a transcript which reads in the words and figures following to wit,

James McElroy	
vs	
Lane Bland	
Debt	\$66.10
Plaintiff's Costs	12.5
Court cost for serving summons	
of Dependa mileage	30
Service	.10
Subpoena for witnesses	.40
Witness fees.	
Wallace Herd	50
Hugh Stigney	.50
Zachariah McElroy	50
Andrew Heminger	50
for swearing witnesses	
for Plaintiff	12
Judgment	25
Defendants Cost	
Satisfaction	10
Subpoena for the Defendants witnesses	24
Court fees for serving subpoena on	
Angus Clark	
John Clouse	
Alphus Mark and	
Miles H Waddams travel	50 cts
Service	47
fees of above witnesses	
Angus Clark	.50
John Clouse	.50

... brought on a book account bill of particulars filed items amount to \$66.00 damages claimed \$70.00
... the 24th 1848. Summons issued and delivered unto John Epps. Const for appearance of defendant the 1st day of July in the year 1848, at one o'clock P.M. of that day, return served by reading to defendant June 26th 1848 fees travel 30 cts Service 10 cts J Epps. Const. June the 24th 1848 Subpoena issued and delivered unto plaintiff for the following named persons as witnesses for plaintiff in the above cause Zachariah McElroy, John Clouse, Andrew Heminger, Wallace Herd, Hugh Stigney James Brown and Samuel Castle, returned June 29th 1848, served by reading to Andrew Heminger, Zachariah McElroy, Wallace Herd, John Clouse & Samuel Castle served by the plaintiff June the 27th 1848. Subpoena issued and delivered to John Epps, Const for the following persons as witnesses for the defendant in the above cause Angus Clark, John Clouse, Alphus Mark, and Miles H Waddam, returned served June the 29th 1848 by copy left at the residence of Miles H Waddam, John Clouse Alphus Mark, and by reading to Angus Clark fees travel 50 cts Service 47 cts John Epps. Const. July the 1st 1848 One o'clock P.M. parties appeared and enter into trial by swearing Zachariah McElroy, Hugh Stigney and James McElroy for plaintiff. James McElroy examined as to the validity of his book account as per bill filed before trial together with the plaintiffs book, the plaintiff required the defendant to file his bill of particulars which defendant failed to do it is therefore considered by me William Justice,

a Justice of the peace that the plaintiff recover of the defendant the sum of Sixty dollars, and his costs herein taxed at three dollars and 29 cts verbal notice given by defendant to plaintiff that he should take an appeal on the above judgment to the Court of Common Pleas, in the action of James McElroy against Saul Bland. I Peter Bland, acknowledge myself bail for the appellant in the sum of One hundred and thirty 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. Peter Bland, taken signed and acknowledged on this 8th day of July in the year 1848 before me William Juskepe J.P. The State of Ohio Union County Allen Township ss. I do hereby certify that the above is a full and true copy from my docket of the proceeding had by and before me in the above cause. William Juskepe J.P. of the aforesaid Township, and afterwards writ on the 20th day of January A.D. 1849. The said plaintiff by J.C. Doughty his attorney filed herein his declaration in the words and figures following to wit. "State of Ohio Union County, In Union Common Pleas September term A.D. 1848, this suit is brought in to Court by way of an appeal from the docket of William Juskepe a Justice of the peace in and for the township of Allen County of Union Ohio, and thereupon James McElroy complains of Saul Bland in a plea of assumpsit for that whereas, the said Saul Bland on the twenty first day of June eighteen hundred and forty eight at the County of Union was indebted to the said James McElroy in Sixty dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request and in Sixty 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 Sixty dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendant at his request, and in Sixty dollars for money then and there lent by the plaintiff to the defendant at his request, and in Sixty dollars for money then and there paid by the plaintiff for the use of the defendant at his request and in Sixty dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, and whereas the defendant afterwards on the 23rd day of June A.D. 1848, in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request yet he hath disregarded his promises and hath not paid the several sums of money nor either of them nor any part thereof to the damage of the plaintiff seventy dollars, and thereupon he brings suit by J.C. Doughty att for plaintiff, and afterwards writ on the 29th day of May A.D. 1849, the said defendant by Messrs Cole Witter his attorneys filed herein his plea and notice to plaintiff in the words and figures following to wit. "Saul Bland vs James McElroy Union Common Pleas, and the said Saul Bland comes and defends &c and says that he did not assume and promise in manner and form as the said James McElroy hath declared against him, and of this he puts himself upon the Country

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Max Stadler
vs
Alonzo Garlick et al

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and the said James McElroy doth the like &c. by Cole Witter his attys, the plaintiff will also take notice, that the defendant on the trial of this cause will give in evidence, and insist, that the plaintiff at the commencement of this suit, was and still is indebted to the defendant in the sum of ninety dollars for the price and value of goods before that time bargained and sold by the defendant to the plaintiff at his request, and also in the sum of ninety dollars for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request, and also in the sum of ninety dollars for the price and value of work before that time done and materials for the same provided by the defendant for the plaintiff at his request, and also in the sum of ninety dollars for money before that time lent by the defendant to the plaintiff at his request, and also in the sum of ninety dollars for money before that time received by the plaintiff for the use of the defendant, and also in the sum of ninety dollars for money found to be due from the plaintiff to the defendant, on an account before that time stated between them; and that the defendant will set off on said trial so much of the said several sums of money so due and owing from the said plaintiff to the said defendant, against any demand of the ^{said} plaintiff to be found on the said trial, as will be sufficient to satisfy and discharge such demand, and will as often and there demand a judgment against the said plaintiff for the balance of said several sums of money due to the said defendant according to the Statute in such case made and provided, by Cole & Witter his attys; and afterwards to wit at the may Term of said Court A. D. 1849. this cause was continued, and afterwards at the August Term of said Court to wit on the 18th day of August A. D. 1849 this day came the parties by their attorneys and submitted this cause to the Court upon the issue joined between the parties, and a writ of the parties requiring a Jury and the Court being fully advised in the premises do find that the said Saul Bland did not assume and promise in manner and form as the said James McElroy hath complained against him, therefore it is considered that the defendant do hence thereof without day and recover of the said James McElroy his costs herein expended taxed at _____ dollars,

Attest James Kirkade for Clerk,

Max Stadler
vs
Alonzo Garlick & als

Pleas before their Honors Levi Phelps, James R Smith and William W Woods associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the fourteenth day of August in the year of our Lord One thousand eight hundred and forty nine.
Be it remembered that heretofore to wit on the 9th day of August A. D. 1848 came Max Stadler by Convin & Burnett his Solicitors and filed in the Clerks office of said Court his Bill in Chancery in the words and figures following to wit, To the Honorable, the Court of Common Pleas for the County of Union & State of Ohio, in Chancery setting; Max Stadler respectfully represent, that Alonzo Garlick, of Union County Ohio, being or pretending to be

seized in fee simple, of a certain tract of land, situated in said County of Union, and described as follows; being part of Survey N^o 2675. bounded as follows, beginning at a Stone on W^m Wingates line - thence with his line N. 37 W 34 poles to buck run - thence down the run, S. 35 E. 5 poles, S. 17. E. 9 poles, S 80 E. 8 poles - S. 13. E. 20 poles to a Stone, thence S. 45. E. 4 poles and 5 feet to a Stone in the Centre of the London road - thence N. 53. E. 18 poles and 5 feet to the place of beginning, containing One acre One hundred and forty eight rods and two thirds, the the said Alonzo Garlick, being indebted to One Silas Igon in the Sum of two hundred & forty seven dollars & thirty cents, executed his two promisory notes, the first, One for the Sum of \$100, payable eight months after date and the other for the Sum of \$147. 30, payable One year after date and both made & dated June 14th 1847, that afterwards to wit, on the 14th day of June 1847, the said Alonzo Garlick & his wife Betsy Garlick, to secure the payment of the said Sums of money with interest, by their deed duly executed and dated on or about the 14th day of June 1847, conveyed said premises to you to said Igon in fee simple, but subject nevertheless to a condition of defeasance on the payment of the said Sums of money with interest, on the days above mentioned as in and by said deed of mortgage which is here with filed and made part of this Bill, will more fully appear. Your Orator further represents, that the said Silas Igon, on the 14th day of April 1845, for a valuable Consideration, assigned and transferred said note for \$147. 30, and said mortgage securing the payment of the same, to One John A. Corwin and that the said John A. Corwin, afterwards, to wit, on the 1st day of May 1845, assigned & transferred all his right and interest in the same for valuable Consideration, to your Orator, that no part of said Sum of \$147. 30 was paid to your Orator, at the time limited in that behalf; whereby the legal estate in said premises became vested in your Orator, redeemable nevertheless in equity, on payment of the principal and interest due and to become due there on; that the Sum of \$147. 30 principal and a large arrear of interest thereon being due, he applied to the said Alonzo Garlick, and requested him to pay the same to your Orator, which he has hitherto wholly neglected and refused to do, your petitioner therefore prays, that the said Alonzo Garlick, & Betsy Garlick his wife, Silas Igon, and John A. Corwin be made defendants to this Bill that the writ of subpoena, may issue, against them, that they be compelled to answer under oath, all and singular the premises, that an account may be taken of what is due to your Orator for his principal & interest upon said mortgage, that said mortgaged premises may be sold, and the proceeds thereof applied to the Satisfaction of said principal and interest, and that your Orator may have such other and further relief in the premises as equity and good Conscience may require &c, Corwin & Bunnell Sols, for Comptt, and afterwards to wit at the May Term AD 1849 of said Court this Cause was continued, and afterwards at the August Term of said Court, to wit on the 14th day of August AD, 1849, Dismissed at Costs of Complainant. Judgment for Costs

Attest, James Kirkcaldie Jr Clerk,

Jacob Reed vs Asahel S. Marshon

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Jacob Reed
vs
Asahel S. Mershon

Pleas before their Honors, Levi Phelps, James R. Smith and William W. Woods, Associate Judges, at a Court of Common Pleas, begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, on the fourteenth day of August in the year of Our Lord One thousand Eight Hundred and Forty nine.

Be it remembered that heretofore to wit on the 16th day of January A.D. 1849 came Jacob Reed By Messrs. Cole Witter & Doughty his Solicitors and filed in the Clerks Office of said Court his bill in Chancery in the words and figures following to wit:

To the Honorable the Judges of the Court of Common Pleas within and the County of Union and State of Ohio in Chancery sitting, your Orator Jacob Reed Comes & Shows to your Honors that one Asahel S. Mershon is indebted to your Orator in the sum of about Four hundred and eighty seven dollars for the price and value of the proceeds of an undivided half of a stock of dry goods, groceries and merchandise formerly owned by your Orator and the said Mershon in partnership in the town of Essex in said County, which sum of the said Mershon acknowledged to be due to and promised to pay to your Orator at the time said stock of goods was sold out, to wit in October 1848 your Orator further represents that the said Mershon was further indebted to your Orator in the sum of one hundred and fifty three dollars for money lent by your Orator to said Mershon in the month of April 1848, and the said Mershon was further indebted to your Orator in the sum of fifty dollars for the price and value of one wagon, and the said Mershon is also indebted to your Orator on book account in further sums not now exactly known, against which claims the said Mershon is entitled to some offsets the amount not exactly known, but leaving still due your Orator after the allowance of all offsets, a large amount: And your Orator further represents that he has brought suit against said Mershon to recover the said claims on the law side of your Honorable Court which suit is now pending therein and undetermined, and your Orator further represents that the said Asahel S. Mershon is about to convey, assign, conceal, and dispose of his property with intent to defraud hinder, or delay his creditors which intent of the said Mershon is evidenced by the fact that the said Mershon has sold a part of his property at a sacrifice or to a sham sale and has declared that he will not pay those debts, your Orator therefore prays that the said A. S. Mershon may be made defendant hereto, that the Court of Subpoena may issue, that the said defendant may make full answer to this petition and each allegation thereof, that a writ of injunction may issue to restrain the said Mershon from any disposition of any and all property, credits or effects belonging to said defendant inconsistent with the security of your Orator until the claim upon which your Orators aforesaid action at Law was brought shall have been adjusted and satisfied, or until the further order of the Court, and that your Orator may have such other and further relief as equity and good Conscience may require By Cole Witter & Doughty his attys, The State of Ohio Union County ss. J. Jacob Reed being duly sworn do depose & say, that all the several matters and things, which are set forth in the foregoing Bill as from the information of others, I believe to be true;

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and that all the several other matters and things therein set forth are true in substance and in fact. Jacob Reed, affirmed to and subscribed before me this 16th day of January A.D. 1849. James M. Wilkinson J.P. The State of Ohio Union County ss. Jacob Reed vs Asahel S. Mershon, in the Court of Common Pleas application for an injunction. Jacob Reed the above named complainant makes oath and saith that as he verily believes notice to the adverse party of his application for an injunction in this case will affect injuriously the rights of the complainant in this town that the said Mershon will dispose of, or secrete his property and effects. Jacob Reed, affirmed to and subscribed before me this 16th day of January A.D. 1849 James M. Wilkinson J.P. Upon which Bill was the following endorsement to wit. For reasons set forth in the affidavit annexed to this bill I dispense with notice to the adverse party of the application for an injunction as prayed for in this bill to be continued until the further order of the Court, and order the plaintiff to give bond and security to the defendant in the sum of One hundred red dollars, conditioned according to Law. Dated January 16, 1849 Levi Phelps associate Judge of Court Common Pleas for Union County Ohio. The injunction bond filed herein January the 16th A.D. 1849 reads as follows to wit. Know all men by these presents that we Jacob Reed, Cypherian See, John Johnson, are held and firmly bound unto Asahel Mershon in the sum of One hundred dollars, to the payment of which we jointly and severally bind ourselves, our heirs executors and administrators sealed with our seals and dated this 16th day of January A.D. 1849. The condition of the above obligation is such that whereas the above named Jacob Reed has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay and prevent the said Asahel Mershon from any disposition of any property, credits or effects belonging to said defendant inconsistent with the security of the said Jacob Reed until a certain claim or claims upon which suit at law was brought by said Jacob Reed against said Asahel S. Mershon which suit at law is now pending shall have been adjusted and satisfied or until further order of the said Court now if the said Jacob Reed, shall pay all costs and charges which shall be decreed against him in case said injunction shall be dissolved, then this obligation shall be void otherwise in full force and virtue in Law. Jacob Reed Esq. Cypherian See Esq. John Johnson Esq. Approved this 16th day of January A.D. 1849. James M. Wilkinson J.P. and thereupon the following writ was issued and delivered to the Sheriff of Union County to wit. The State of Ohio Union County ss. To Asahel S. Mershon Greeting; Whereas Jacob Reed has lately filed his bill in Chancery in our Court of Common Pleas within and for the said County of Union against you representing that there is now pending in said Court of Common Pleas, an action at Law against you to recover the sum of about four hundred and eighty seven dollars for the price and value of the proceeds of one undivided half of a Stock of ^{dry} goods, groceries, and merchandise formerly owned by said Reed and Mershon in partnership in the town of Essex in said County of also the sum of One hundred and fifty dollars, for money lent by

Ss.

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Said Reed to said Mershon in the month April 1848. also the sum of fifty dollars for the price and value of one wagon also a book account the further sum not now exactly known. which said action at law is in favor of said Jacob Reed and is now pending and undetermined. and whereas it is further represented in said Bill. that you the said Asahael S. Mershon are about to convey, assign, conceal and dispose of your property with intent to defraud hinder or delay your creditor and whereas the said Jacob Reed in said Bill prays to be relieved touching the premises and: that you the said Asahael S. Mershon may be restrained from any disposition &c. of any and all your property &c. inconsistent with the security of said Jacob Reed, until said claims upon which said action at law was brought. shall have been adjusted &c. or until the further order of the Court. We therefore in consideration of the premises and of the particular matters in said Bill set forth do strictly enjoin and command you the said Asahael S. Mershon, under penalty of the law thence ensuing that you do absolutely desist and refrain from any sale and from any disposition of any and all property credits, or effects, belonging to you the said Asahael S. Mershon. inconsistent with the security of said Jacob Reed plaintiff in said Bill and in said action at law at law, until said claim upon which said action at law was brought shall have been adjusted and satisfied or until further order of the Court. Witness James Kirkkadee Clerk of our said Court of Common Pleas at Mansville this 16th day of January A.D. 1849. James Kirkkadee Clerk, upon which said writ was the following endorsement to wit. Injunction allowed and bail given James Kirkkadee Clerk, and afterwards to wit on the 18th day of January A.D. 1849. Said Sheriff returned said writ with his endorsement thereon as follows to wit. Served this writ by delivering a certified copy thereof to the within named Asahael S. Mershon. January 17. 1849. Philip Snider Sheriff and afterwards to wit on the 20th day of February A.D. 1849 the following subpoena in Chancery was issued to wit. The State of Ohio, Union County ss. To the Sheriff of the County of Union Greeting: We command you to summon Asahael S. Mershon to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing, to answer a Bill in Chancery exhibited against him by Jacob Reed, and this he shall in no wise omit under the penalty of one thousand dollars; and have then there this writ. Witness James Kirkkadee Clerk of our said Court, at the Court House, this 20th day of February A.D. 1849. James Kirkkadee Clerk of Common Pleas. Upon which said writ was the following endorsement to wit. Injunction allowed and bail given James Kirkkadee Clerk, and afterwards to wit on the 13th day of April A.D. 1849 said Sheriff returned said writ with his endorsement thereon as follows to wit. Served this writ April 13. 1849. by delivering a certified copy thereof to the within named defendant. Philip Snider Sheriff, and afterwards to wit on the 14th day of August A.D. 1849 Dismissed at Cost of Complainant. Judgment for Cost,

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Attest, James Kirkkadee Clerk,

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Ralph Clark for the use
of Clark Work & Co
vs
William H. Ravey
Samuel Sharpe
William R. Darnell &
John S. Ravey

Pleas before His Honor, James L. Torbert Esq., President and Levi Phelps
James R. Smith and William W. Woods his associates Judges, at a
Court of Common Pleas begun and held at the Court House in the
Town of Mansville within and for the County of Union and State
of Ohio on the Twentieth day of November in the year of Our Lord
One Thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit, on the 20th day of November
A.D. 1849 Came Ralph Clark for the use of Clark Work & Co by S. Brush his
Attorney, and filed herein the following note and power of Attorney to confess
Judgment thereon to wit, \$666²⁴/₁₀₀ Columbus, Ohio, Sept. 21-1849 For value received
on or before the 10 day of October next we jointly and severally promise to pay,
Ralph Clark, for the use of Clark Work & Co, or Order, the sum of Six hundred
and Sixty Six²⁴/₁₀₀ dollars and we hereby authorize and empower any attorney
at Law in the State of Ohio, or elsewhere for us and in Our names to waive
the issuing and service of process and notice, enter an appearance for
us and confess a judgment against us for the amount of the above oblig-
ation and interest and costs when due, in favor of the holder thereof, in
any Court of Record in the State of Ohio, or elsewhere, and to release all
errors and writs of error, as witness hands and seals, W^m H. Ravey Seal
Samuel Sharpe Seal W^m R. Darnell Seal J. S. Ravey Seal and afterwards to wit
on the said 20th day of November A.D. 1849, the said plaintiff by S. Brush
his attorney filed herein his Declaration in the words and figures follow-
ing to wit, State of Ohio Union County Court of Common Pleas of the Term of
November One thousand eight hundred and forty nine, Union County, O.
Ralph Clark, who sues for the use of Clark Work & Co plaintiff by S. Brush
his attorney complains of William H. Ravey, Samuel Sharpe, William R.
Darnell and John S. Ravey defendants of a plea, that they render to the
said plaintiff the sum of Six hundred and Sixty Six dollars and fifty
four cents, of lawful money of the United States, which they owe and injus-
tly detain from him, for that, whereas, the said defendants, heretofore to
wit, on the twenty first day of September One thousand eight hundred and
forty nine at Columbus, to wit at Mansville in the County of Union, and
State of Ohio, and within the jurisdiction of this Court, by their certain writing
obligatory, sealed with their seals and now here ^{shown} to the Court, the date whereof
is the day and year aforesaid For value received, on or before the 10 day
of October next ensuing jointly and severally promised to pay the said
plaintiff or order, the sum of Six hundred and Sixty Six dollars
fifty four cents, yet the said defendants, (although often requested so to
do) have not as yet nor has either of them paid the said sum of Six
hundred and Sixty Six dollars and fifty four cents above demanded
or any part thereof, to the said plaintiff but have hitherto wholly neglected
and refused, and still neglect and refuse so to do, and whereas, also
the said defendants afterwards, to wit, on the first day of November in the
year of Our Lord, One thousand eight hundred and forty nine in the
County aforesaid, were indebted unto the plaintiff in the further sum of
eight hundred dollars, for the price and value of goods then and there

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sold and delivered by the plaintiff to the defendants at their request; also in
 the further sum of eight hundred dollars for work and labor then and there
 done, and materials for the same provided by the plaintiff for the defendants
 at their request; also in the further sum of eight hundred dollars for so much
 money then and there by the plaintiff lent and advanced to, and paid, laid
 out and expended for the defendants at their request; also in the further
 sum of eight hundred dollars for so much money then and there had
 and received by the defendants for the use of the plaintiff, and also in
 the further sum of eight hundred dollars found to be due from the
 defendants to the plaintiff on an account then and there stated between
 them; and so being indebted, the said defendants in consideration
 thereof, afterwards to wit, on the day and year last aforesaid, at the county
 aforesaid undertook and then and there promised the plaintiff to pay
 the aforesaid sums of money when the plaintiff afterwards requested so to do;
 yet the said defendants have not nor has either of them although
 often afterwards requested paid the said several sums of money, or any
 part thereof to the plaintiff, but have hitherto wholly neglected and refused
 so to do, and still do neglect and refuse, to the damage of the plaintiff
 of one thousand dollars, and therefore he brings suit &c. S. Brush
 attorney for plaintiff; and afterwards to wit on the said 20th
 day of November A.D. 1849, the said defendants by James S. Bates
 their attorney filed herein their plea in the words and figures
 following to wit, William H. Rarey, Samuel Sharp, William R. Darnell
 and John S. Rarey ads Ralph Clark for &c Union Com. Pleas Novem-
 ber Term A.D. 1849 In debt, and the said defendants come and
 say that they cannot gainsay the action of the said plaintiff but
 confess that they do owe, and are indebted unto the said plaintiff
 in sum of six hundred & sixty six dollars, and fifty four cents, and
 that the plaintiff has sustained damage by reason of the detention
 thereof at four dollars and forty four cents, and by virtue of a power
 of attorney for that purpose, executed by defendants judgment is confes-
 sed for the said sum of six hundred & sixty six dollars and fifty
 four cents, debt, and the said sum of four dollars and forty four
 cents damages, and all error and writs of error are released, James
 S. Bates attorney for defendant, and afterwards to wit, on the said 20th
 day of November A.D. 1849, this day came into court the above named
 plaintiff Ralph Clark by S. Brush his counsel and filed his declaration
 against the above named defendants, William H. Rarey, Samuel Sharp
 William R. Darnell, and John S. Rarey, and thereupon James S. Bates
 one of the attorneys of this court, appearing in open court in behalf of the said defendants
 and by virtue of a warrant of attorney for that purpose executed by the said defendants and now produced in open court
 and duly proved waived the issuing and service of process and acknowledged that the said defendants do owe
 and are indebted unto the said plaintiff in the sum of six hundred and sixty
 six dollars and fifty four cents and that the said plaintiff has sustained
 damage by reason of the detention thereon at four dollars and forty four
 cents in manner and form as the said plaintiff in his said declaration

has alledged against them. Therefore it is considered that the said Plaintiff recover of the said defendants the said sum of Six hundred and Sixty Six dollars and fifty four cents debt and the said sum of four dollars and forty four cents damages, so confessed as aforesaid and also his costs in this behalf expended taxed at _____ dollars and by virtue of the same warrant of Attorney all error and writs of error are released by defendants,

Attest. James Kirkhead Clerk

Lewis Sunsford
vs
John A Wimbish et al

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith and William W. Woods his Associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the Twentieth day of November in the year of our Lord one thousand eight hundred and forty nine,

Be it remembered that heretofore to wit on the 29th day of May A.D. 1849 came Lewis Sunsford by J. M. Baldwin his Solicitor and filed in the Clerks Office of said his Bill in Chancery in the words and figures following to wit, "To the Honorable the Judges of the Court of Common Pleas of Union County Ohio. In Chancery sitting. Your Orator Lewis Sunsford of Ohio County State of Virginia, respectfully represents unto your Honors, that about the year of our Lord 1819 one John Wimbish late of parish of Antism, Halifax County Virginia died seized of a tract of land situate in said County of Union and State of Ohio and within the jurisdiction of this Court, known and described as Survey in the Virginia military district number three thousand six hundred and ninety one (3691) that said John Wimbish did, by his last will and testament bearing date June 10th 1818, and which will has been duly admitted to probate by your Honorable Court heretofore held at the October Term A.D. 1837 devise and bequeath unto his wife then Nancy Wimbish all his estate both real and personal of every description for her use and to the end that she should dispose of it only to his children John A Wimbish, Elizabeth Craddock, Abram Wimbish, Judith A Wimbish & Mary Wimbish or their heirs in such portions and at such times as she might think proper, as will more fully appear by a copy of said will hereto attached and made part of this Bill marked (A) that about the year A.D. 1835 or 1836, said Nancy Wimbish died and by her last will and testament bearing date December 10th 1831 and which will has also been duly admitted to probate by your Honorable Court heretofore held at the October Term A.D. 1837 will and devise amongst other things that her executor therein after named should as soon after her decease as practicable expose to sale her lands in the State of Ohio and that the proceeds thereof should be equally divided between her three daughters, Elizabeth Craddock, Judith A Wimbish (late Wimbish) and Mary Wimbish their heirs Executors &c. all of which will more fully appear by reference to a copy of said will hereto

attached and made part of this Bill. That said Nancy Wimbish died as aforesaid leaving five children and heirs at Law, issue of herself and said John Wimbish and John H. Wimbish, Elizabeth Craddock, Abram Wimbish, Judith A. Carrington (late Judith A. Wimbish) and Nancy Wimbish, your Orator further represents that on the 5th day of May A.D. 1846 Elizabeth J. Prindexter (late Craddock) & A. M. Prindexter her husband, Judith A. Carrington and her husband Jacob Carrington, Mary A. Young (late Wimbish) and her husband John W. Young, did in consideration of a large sum of money to wit Twenty Five Hundred dollars to them in hand paid, did bargain and sell and convey in fee simple unto your Orator by deed of that date duly executed and recorded in the records of Union County, Ohio 27th 1848 in Book 11 pages, 460, 461, & 462, the above named tract of land situated in said County of Union Ohio, known and described as survey in the Virginia Military District Number Three thousand six hundred and ninety one (3691) That the said grantors in the above mentioned deed Elizabeth J. Prindexter (late Craddock) Judith A. Carrington and Mary A. Young (late Wimbish) are the three daughters of the said Nancy Wimbish decd, to whom said Nancy willed as aforesaid that the proceeds of said Nancy's Ohio Lands should be paid as will more fully appear by a duly certified copy of said deed herewith filed and made part of this Bill, that the Executor of the will of said Nancy was never qualified to act thereon in said County of Union, nor were letters of administration with the will annexed ever granted by your Honorable Court nor in the said State of Ohio, but your Orator avers, that under said will of said Nancy said three daughters therein mentioned, and grantors in the deed to your Orator were in equity and good conscience solely and alone entitled to said tract of Land being Survey in the Virginia M. District No 3691 above mentioned, and the proceeds thereof whensoever sold and had good right to convey the same although by strict law the title thereto may have been in them together with their brothers the then two children of said Nancy, John H. Wimbish and Abram W. Wimbish, and were entitled in equity to a conveyance from them of the legal title, your Orator further represents that since the death of said Nancy Wimbish, said John H. Wimbish as he is informed and believes has deceased also, intestate but at what precise time your Orator is not informed, leaving six children and heirs at Law as follows, John Wimbish and Lewis W. Wimbish of Mecklenburg Co Virginia Jas A. Wimbish of Monroe County Mississippi, Sarah A. Leigh wife of Thomas Leigh and Malinda Wimbish of Halifax County Virginia and Rebecca J. Henderson wife of Pleasant Henderson of Salisbury North Carolina That said Malinda Wimbish is a minor under age, and of whom said Thomas Leigh is the duly appointed Guardian, all of whom your Orator is informed are not residents of the State of Ohio (That said John Wimbish is administrator of said John H. Wimbish as your Orator is informed and believes, in Virginia but has never been appointed in State of Ohio) that since the death of said Nancy as he is informed and believes, said Abram W. Wimbish has also deceased intestate leaving a widow and five children & heirs at Law namely Mrs. Wimbish, Samuel Wimbish, James

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Abram, Wimbish Sillius Wimbish, Ellenor Wimbish, and Florian Wimbish
 all of whom as your Orator is informed and believes are minors under age
 and not residents of the State of Ohio, but to the best of his information reside in
 Campbell County Virginia your Orator is also informed and believes
 that said Abram W. Wimbish a short time previous to his decease conveyed
 all of his real and personal estate of every description soever to Samuel
 Pannill and John Pannill of said Campbell County Virginia to have and
 to hold for benefit of certain trusts your Orator knows not what, but he
 loves said John & Samuel Pannill to be now residents of the State of Ohio,
 Your Orator therefore prays that the said John Wimbish, Lewis W. Wimbish,
 Jas. A. Wimbish, Sarah A. Leigh, Thomas Leigh, Malinda Wimbish, Rebecca
 J. Henderson, Pleasant Henderson, Mrs. Wimbish, Samuel Wimbish,
 James Abram Wimbish, Sillius Wimbish, Ellenor Wimbish Florian Wimbish
 Samuel Pannill and John Pannill Trustees, may be made parties defendants
 to this Bill and that an Order of Publication as to the said aforespecified
 parties non residents as aforesaid, may be entered by your Honorable Court
 as may seem meet unto your Honors according to the Statute in such cases
 made and provided, that a Guardian ad Litem may be appointed for
 said infant defendants, Malinda Wimbish, Samuel Wimbish, James A. Wimbish,
 Sillius Wimbish, Ellenor Wimbish & Florian Wimbish, and that all of said
 defendants may to the best and utmost of their knowledge, remembrance,
 information and belief, full, true, direct, and perfect answer make to all and
 singular the the matters aforesaid as herein set forth, the said infant defend-
 ants by their guardian ad Litem, that on the final hearing of this Cause
 all said defendants may be decreed to convey to your Orator in fee simple
 all their interest, claim and demand in and to the above described,
 lands (Dumey in U. M. C. No. 3691) with Covenants of Special Warranty, that
 they each & all may be perpetually enjoined from ever hereafter setting
 up any claim, interest, right, or demand in or to the above mentioned
 premises and that your Orator may have such other and further relief in
 the premises as to your Honors shall seem meet as an equity and good
 conscience may require and as in duty bound he will ever pray By S. M.
 Baldwin His Solicitors, ^{Copy of the} said Will of John Wimbish marked A) referred
 to in the foregoing Bill and made part thereof, reads in the words and figures
 following, to wit, Last Will and Testament of John Wimbish, Be it remembered
 that at a Court of Common Pleas began and held at the Court House in the Town
 of Mansville within and for the County of Union and State of Ohio, on the 3^d day
 of Oct 1837, Before his Honor, J. R. Swan President and Robert Nelson, John
 Porter, and James Hill, his associates, Came Sime Starling & produced
 in open Court a certified Copy of the Last Will and Testament of John Wimbish
 late of the County of Halifax and State of Virginia dec'd, and it appearing to the
 Satisfaction of the Court that the same relates to lands in this County, It is Ordered
 that the same be admitted to record, Said Will reads in the words and figures
 following to wit, In the name of God Amen, I John Wimbish of Halifax
 County and State of Virginia and Parish of Auburn, being of sound mind
 and disposing memory but weak in body and taking into consideration

the uncertainty of human life do make this my last will and testament in manner and following to wit. I give to my wife Nancy all my estate both real and personal of every description for her use and the end that she dispose of it only to my children to wit. John H. Wimbish, Elizabeth Craddock, Abram Wimbish, Judith A. Wimbish and Mary Wimbish, or their heirs in such portions and at such times as she may think proper, and further I hereby vest her with power to dispose of any part of my estate real or personal and make purchases for the benefit of it so that the proceeds of such sale or the purchases so made a part of my estate, and to be disposed of in like manner and to the persons before named and in the event of my wife Nancy dying without will, and consequently a legal disposition of that part of my estate not disposed of by myself nor her to my children. It is my will that upon such an event and in such division a regard shall be had to the advancement I have made to my son John H. Wimbish and my daughter Elizabeth Craddock, and also to the advancement that my wife may hereafter make by authority of this my last will and testament so as for each of my children to have an equal proportion of my real and personal, and whereas doubts have frequently arisen upon the construction of wills and the meaning of the testator differently understood by those interested, and it being possible after all my precaution for a difference of opinion hereafter to exist respecting the true meaning and intent of this my last will, I do hereby direct it to be my will in the event of such a difference of opinion that there shall be no recourse had to the usual mode of settling such controversies by law but that the matters in dispute be settled by five respectable judicious men of the County four of whom shall be chosen by the parties and the fifth appointed by the four and their decision to be equally final and binding as if it had been determined in a court of Law or equity, Lastly, I hereby nominate and appoint my wife Nancy Executrix of this my last will and testament, revoking all others. In witness whereof I have hereunto set my hand and seal this 10th day of June in the year of our Lord Christ 1818. - 1818, J Wimbish [Signature]

Sealed in presence of Robert Hunt, Catharine C. Vasser, Joseph M. Crews, At a court held for Halifax County the 23^d day of March 1819 the within written last will and testament of John Wimbish dec^d was exhibited in Court and proved by the Oaths of two of the witnesses thereto subscribed and ordered to be recorded, whereupon on motion of Nancy Wimbish the executrix therein named who made oath thereto according to Law Certificate is granted her for obtaining probate thereof in due form she giving security, whereupon she together with John H. Wimbish, Granville Craddock, Samuel Williams, Robert Hunt, Armistead Barksdale and William B. Banks, her security entered into and acknowledged their bond in the penalty of two hundred thousand dollars, conditioned as the Law directs for the purpose that Samuel Williams Clerk, Virginia Court, & William Holt Clerk of the County Court for the County of Halifax do hereby certify that the foregoing will of John Wimbish dec^d and Certificate of probate are truly transcribed from the records of my Office In testimony whereof I have hereunto subscribed my name and affixed the Seal of said County at my Office this 24th day of May 1836. W. Holt,

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Virginia Halifax County Court. I Henry C. Coleman presiding Justice
 of the County Court of said County, do hereby Certify that ~~W. Holt~~ whose name
 appears to the foregoing Certificate is Clerk of the said Court, and that the attest-
 ation of the said Clerk is in due form. Given under my hand this 25th day
 of May 1836 Henry C. Coleman, James H. Gice Clerk, The State of Ohio
 Union County Ss. I James Knirkade Jr Clerk of the Court of Common Pleas
 within and for the County of Union and State of Ohio do hereby Certify that
 the foregoing is truly taken and copied from the Record of Wills in this Office
 Ls. Witness my hand and seal of Office at Mansville this 10th day of July
 A.D. 1849. James Knirkade Jr Clerk, Said Copy of the will of Nancy Wimbish
 referred to in the foregoing Bill and made part thereof, reads in the words and
 figures following to wit. The last will and Testament of Nancy Wimbish. Be it
 remembered that at a Court of Common Pleas, began and held at the Court House
 in the town of Mansville on the 3^d day of October in the year of our Lord One
 thousand eight hundred and thirty seven within and for the County of Union
 and State of Ohio. Before his Honor, J. R. Swan President and Robert Nelson
 John Porter, and James Hill, associates Judges, of said Court, a Certified
 Copy of the last will and testament of Nancy Wimbish of the County of Hal-
 ifax and State of Virginia, was produced in open Court and it appearing
 to the Satisfaction of the Court that the same relates to lands in this County,
 it is ordered that the same be admitted to record in County, which said
 will reads in the words and figures following following to wit. In the name
 of God, amen, I Nancy Wimbish of the County of Halifax and State of
 Virginia widow and relict of the late John Wimbish of the said County
 being of sound mind and understanding do make this my last will and
 testament. Whereas my late husband John Wimbish by his last will and
 testament gave bequeathed, and devised unto me all his estate both real
 and personal of every description for my use and to the use that I
 might dispose of it only to his children to wit, John H. Wimbish Elizabeth
 Craddock, late Elizabeth Wimbish, Abram W. Wimbish, Judith A. Carrington
 late Judith A. Wimbish, and Mary Wimbish or their heirs in such
 portions and at such times as I might think proper now I the said Nancy
 Wimbish by virtue of said pow. and authority by the will of my said husband
 so given or vested in me as aforesaid, and all other power and authority
 whatsoever in any wise enabling me hereunto and in pursuance and exe-
 cution thereof, do by this my last will and testament in writing give
 devise bequeath and appoint in manner following that is to say, I give
 devise bequeath, and appoint to my Son John H. Wimbish his heirs executors
 and administrators in addition to the gifts and advancements heretofore
 made to him by his deceased father and myself, all the interest of my late
 husband in a tract of land lying on by Creek, owned jointly by the said John
 H. Wimbish and his father, also that part of a certain tract of land lying
 near Halifax Court House which has not been laid off in lots or set apart
 for the town of Paristee and which is not herein after devised, also the
 tan yard, also the whole interest of my late Husband in a tract of land
 owned jointly by him and the late Peter Barksdale, and heretofore conveyed

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To my said son by deed not fully proved also the following slaves to wit. Lewis, Frederick, Jesse, Watt & Sally together with the increase of the said Sallys, from the date of this my will, also the increase of the negroes heretofore put into his possession from the date of such possession. I give devise bequeath and appoint to my daughter Elizabeth Craddock, late Elizabeth Wimbish her heirs executors and administrators the tract of land whereon I now reside which includes all my lands lying on the South Side of the west branch of Kataba Creek and on the west side of the South branch of said Creek also one other tract called Pettys, also one other tract of land called Paddys, also one other tract called Echols, also two lots in the town of Banister, also one Bureau one bed and furniture one settee, one Carriage and Carriage Horses, one young sorrel mare a yoke of likely Oxen, also the following Slaves to wit. America, Emity, Big Squire, Little Squire, Manner, Granville, Selinda, Loris, Richard, Penypson, Niny, Charlott, Byburn, Martha, Cease, Mana, Lucy, Little Israel, Mary, Ellick, Byland, Betty & Child, Angelina, Leceasy, Allen, Jim, Antmuth, Mile, Lancho, Peter, Samtain, Andrew & Betty, together with the increase of those heretofore put into her possession from the date of such possession and the increase of the remainder from the date of this my will I give devise bequeath and appoint to my daughter Judith A. Carrington, late Judith A. Wimbish her heirs executors and administrators the balance of the tract of land on which I reside lying on the east side of the South Branch of Kataba Creek also two lots in the town of Banister also, the part of a certain tract of land lying near Halifax Court House, which has not been laid off into lots or set apart for the said town of Banister which lies above the road leading from the Court House to the lower bridge on Banister river reserving ten acres adjoining the abutment of the mill dam on the South Side, of said river, reserving also, the Tan Yard, I give and bequeath to my said daughter Judith her heirs, Executors and administrators, one Chesnut Sorrel Mare, one Side board one bed and furniture, also the following Slaves (viz) Hamitt, Olyann, Milly, Nelson, Nancy, Betty, Edward, Charles, Angelina, Army, James, Opher, Eliza, Judy, Elvira, Sally, Charles, Nelson, Martha, Matthias, Eliza, Grayson, Eppa, Little Billy, Ned, Lucy, Becca, Paul, Joe, Jim, and Esther together with the increase of those heretofore put into her possession from the date of such possession & the increase of the remainder from the date of this my will, I give, devise, bequeath & appoint to my son Abram W. Wimbish, his heirs executors and administrators the whole of tract of land of owned by his deceased father lying on Temple Creek in the County of Halifax on the east side of the mill stone road comprising comprising several tracts of land purchased at sundry times of diverse persons also two lots in the town of Banister, also the tract of land lying on the north side of Banister river except so much as may be necessary for the abutment to the mill dam, and for a mill yard, also one bed and furniture, one clock, a colt out of the mare called Allens and ten head of Sheep, also the following Slaves (to wit) Roda, Abram, Henry, Rosett, Berryman, Alfred, Delita, Wriathy, Charry, William, Horson, Robins, America, Edy, Nancy, Aringtons, Jack, Little Israel, Son of Annis,

Bull, Daniel, James, Little Jacob, Anthony, Isaac, Bradshaw, and Sam
 together with the increase of those heretofore put into his possession from
 the date of such possession and the increase of the remainder from the
 date of this my will, I give devise bequeath and appoint to my daug-
 -hter Mary Wimbish, her heirs executors and administrators all
 the lands owned by her deceased father, on the west side of the Mill
 Stone road purchased of the late Thomas Williams, & others, also two
 Lots in the town of Beniston, also two Mohogany tables three beds and furni-
 -ture together with all my table Furniture and one pianna Forte, one
 young man and one Cott also the following Slaves (viz) Betty, Franky
 Anky, Retter, Spinner, Milly, Suisa, Little Israel son of Betty, Hannah
 Henry, Sarah, Anne, Elmira, Frank, Polly, Sennett, Mary, Milly, Ellen
 Cindy, Francis, Harriett, Little Dick, Beverly, Yuck, Shup, Jack, Viny, Big Jacob
 John, Gm, Lafayette, Jane, Isabel, Seathy, Little Chloe, and Geey, and Blaud
 Saicho, with their increase from the date of this my will, also ten head
 of Cattle and ten head of Shep, I give devise bequeath and appoint to
 my Sons John H. Wimbish, and Abram W Wimbish, their heirs Executors
 and administrators, my Mill On Beniston river together with ten
 acres of land, adjoining the abutment of the mill dam on the South
 Side of the said river, and a sufficient quantity of land on the North
 Side of the said river for the abutment of said mill dam, and for
 a mill yard they the said John H. Wimbish and W. Wimbish paying
 to each of my daughters, Elizabeth Craddock, Judith A Carrington
 & Mary Wimbish, One fifth of the value of the said Mill and lands in
 instalments of One two and three years, I give and bequeath to my daug-
 -hters, Elizabeth Craddock, & Mary Wimbish their heirs, executors and adm-
 -inistrators all my household furniture not herein before bequeathed with
 my plantation utensels and implements of husbandry, on the plantation
 on which I now reside also provisions of every description for the support
 and maintainance of them and their respective families for and during
 the term of One year after my decease, It is my will and desire that my
 Executors hereafter to be named should so soon after my decease as may
 be practicable expose to sale my lands in the State of Ohio, and that the proc-
 -ceeds thereof be equally divided between my three daughters, Elizabeth
 Craddock, Judith A. Carrington and Mary Wimbish, their heirs Executors
 and administrators, It is further my will and desire and I accordingly
 direct that my old and trusty servant, Israel, be permitted to Choose to
 which of my before named daughters he will belong and I give and beq-
 -ueath him to such one of them as he may select for his owner, and to their
 heirs executors and administrators, I give devise bequeath and appoint
 all the rest and residue of the estate both real and personal of my deceased
 Husband and also all the estate of whatsoever description which I may
 legally dispose of to be equally divided between my Sons John H. & Abram W.
 and my daughters, Elizabeth, Judith and Mary, Share and Share alike
 I do hereby appoint William Leigh Executor to this my last will and
 testament, revoking all other wills and testaments by me heretofore made

Seal

S. 3.

In witness whereof I have hereunto subscribed my name and affixed my Seal this 16th day of December One thousand Eight hundred and thirty one Nancy Wimbish ~~decd~~ signed sealed published and declared in presence of us Giles McClure & William Winger, At a court held for Halifax County the 28th day of March 1836. this last will and testament of Nancy Wimbish decd. was exhibited in Court and William Leigh the exor. therein named came into Court and refused to take upon himself the burden of the execution thereof. which is ordered to be certified and at another Court held for the said County the 23rd day of May 1836 the said will was again exhibited in Court and sworn the Oaths of two witnesses thereto subscribed and ordered to be recorded and on the motion of John B. Carrington and Abram W. Wimbish who made oath thereto according to Law, and with John H. Wimbish James Adams, Thomas J. Marshall, Richard Thornton, and Elisha Barksdall their Sworn entered into and acknowledged a bond in the penalty of \$150,000 conditioned as the law directs certificate is granted them for obtaining letters of administration of the estate of Nancy Wimbish decd. with the will annexed in due form. Test Wm Holt Clk, Virginia Court. I Wm Holt Clerk of the County Court for the County of Halifax do hereby Certify that the foregoing will of Nancy Wimbish decd. and the certificate of probate are truly transcribed from the records of my Office. In testimony I hereunto

Seal subscribe my name and affix the Seal of said of said Court at my Office this 24th day of May 1836, Wm Holt, Virginia Halifax County Court. E. Henry E. Coleman Presiding Justice of the County Court for the said County do hereby Certify that William Holt whose name appears to the above certificate is Clerk of the said Court & that the attestation of the said Clerk is in form. Given under my hand this 25th day of May 1836 Henry E. Coleman, James H. Gill Clerk, The State of Ohio Union County ss. I James Kirkadee Jr Clerk of the Court of Common Pleas, within and for the County of Union, and State of Ohio do hereby Certify that the foregoing is truly taken and Copied from the record of Wills in this Office, Witness my hand and Seal of Office at Mansville the 10th day of July A.D. 1849. James Kirkadee Jr Clerk? Said copy of a deed referred to in said Bill and made part thereof, reads in the words and figures following to wit, "A. Carrington & others to decd. Lewis Sumsford, Know all men by these presents that we Abram W. Pindexter & Elizabeth his wife formerly Elizabeth J. Keraddock, John B. Carrington & Judith A. his wife of the County of Halifax State of Virginia. John W. Young and Mary A. his wife formerly Mary A. Wimbish of the County of Mechlenburg State of Virginia in consideration of twenty five hundred hundred dollars paid by Lewis Sumsford of Ohio County Virginia have & do hereby bargain sell and convey unto the said Sumsford & unto his heirs & assigns forever the following premises in Union County Ohio to wit. Virginia Military Survey no. three thousand six hundred & ninety one (3691) entered originally in the name of Johnny Frazier as one thousand acres but holding an reservey twelve hundred and twenty two patented to Robert Campbell by said Campbell conveyed to John Wimbish by said John devised to Nancy Wimbish and by said Nancy under the residuary clause of her will devise to her three daughters, Elizabeth, Judith, and Mary all of whom are her heirs and legal representatives are grantors to these presents, to have and to hold said premises with

Seal

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their appurtenances unto said Lumsford his heirs, & assigns forever and
 the said parties of the first part for themselves their heirs &c. do hereby Covenant
 with said Lumsford his heirs & assigns that they will forever warrant
 and defend said premises with the appurtenances against the Claims
 of themselves their heirs and assigns and all persons Claiming by throu-
 gh or under them and no other. In witness whereof the said parties
 of the first part have hereunto set their hands and Seals this 5th day of
 May anno Domini Eighteen hundred & forty six. A. M. Pindexter
 Elias J. Pindexter Seal. Jas B. Carrington Seal. Judith A. Carri-
 ington Seal. John W. Young Seal. Mary A. Young Seal. witness as to
 A. M. Pindexter, & E. J. Pindexter by G. J. Craddock, Albert W. Barkdall,
 Howell Chas. Fair as to J. B. & William J. Carrington & A. C. State of Virginia
 in Halifax County ss. personally came before me Abraham M. Pindexter &
 Elizabeth J. his wife signers and sealers of the above instrument and ack-
 nowledged the same to be their voluntary act & deed for the purposes therein expre-
 ssed and the said Elizabeth J. being by me examined apart from her hus-
 band & the contents hereof by me being made known to her declared that
 she voluntarily signed sealed & acknowledged the same & was then
 still satisfied therewith 5th May 1846. Elisha Barkdall J.P. State of
 Virginia Halifax County ss. personally came before me John B. Carrington
 & Judith A. Carrington his wife his wife signers and sealers of the above
 instrument & acknowledged the same to be their voluntary act & deed for the
 purposes therein expressed & the said Judith A. being by me examined apart
 from her husband & the contents hereof by me being made known to her decl-
 ared that she voluntarily signed & acknowledged the same & was then still
 satisfied therewith witness my hand this 6th day of May 1846. W. H. Clark J.P.
 Halifax C. Va. State of Virginia I William Holt Clerk of the County
 Court for the County of Halifax in the State of Virginia aforesaid do hereby
 Certify that Elisha Barkdall Jun and William H. Clark whose names
 appear to the foregoing Certificates are acting Justices of the peace for the said
 County duly Commissioned & Sworn and that they are duly Authorized to
 take and Certify the Acknowledgment of deeds & other matters. I further Certify
 that the Signatures of the said Justices are genuine. In testimony whereof
 I have hereunto set my hand and affixed the seal of said Court this 6th day
 of May 1846. W. Holt. CLK, State of Virginia Halifax County Court. I John
 S. Vaughan presiding Justice of the County Court for the County of Halifax in the
 State of Virginia do hereby Certify that William Holt who hath signed the preceding
 Certificate is Clerk of the said Court and that his attestation is in due and us-
 ual form Given under my hand this 8th day of May 1846, John S. Vaughan,
 State of Virginia Mecklenburg County Court personally appeared before me
 a Notary Publick for the said County duly Commissioned and qualified
 John W. Young and Mary A. Young his wife signers & sealers of the foregoing
 instrument & acknowledged the same to be their act and deed for the purposes
 therein expressed and the said Mary A. being by me examined apart
 from her husband and the contents by me made known to her declared
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Satisfied therewith, In Testimony whereof I have hereunto set my hand &
 Affixed my Notarial Seal of Office this 11 day of May 1846. Nathaniel Talley
 Notary public, Filed and recorded June 27 1848 James Turner Recorder
 and afterwards to wit on the 29th day of May A.D. 1849, On motion to the Court
 by J. M. Baldwin Solicitor for the Complainant, it is Ordered, that notice of the
 pendency of this suit and of the substance of the Bill, and prayer thereof be pub-
 lished for six consecutive weeks in the Argus and Union County advertiser
 a newspaper published in said Union County Ohio, previous to the next term
 of this Court to which this Cause is continued, and afterwards to wit on the
 18th day of August A.D. 1849, at the August Term of said Court, proof of publication
 made and this Cause continued, which said proof reads in the words
 and figures following to wit, "State of Ohio Union County ss. P. B. Cole editor of the
 Argus a weekly newspaper published and in general circulation in said
 County makes oath that the notice hereto attached was published in said paper
 for six weeks consecutively immediately succeeding the 29th of May 1849. P. B. Cole
 Sworn & subscribed in Open Court, Aug 18. 1849 James M. Wade Clerk." Said
 notice hereto attached reads in the words and figures following to wit,
 Notice, in pursuance of an order of the Court of Common Pleas, made at their
 May term A.D. 1849, John Wimbish, Lewis W. Wimbish, James A. Wimbish,
 Sarah A. Leigh, Thomas Leigh, Malinda Wimbish, Rebecca F. Henderson
 Pleasant Henderson Mrs. Wimbish, Samuel Wimbish, James Abram Wimbish,
 Sillius Wimbish, Ellenor Wimbish, Florian Wimbish, Samuel Pannell,
 Trustee, John Pannell Trustee, are hereby notified that on the twenty-ninth
 day of May A.D. 1849, Lewis Sunsford of Ohio County, Virginia, filed in the Court
 of Common Pleas, of Union County, Ohio a bill in Chancery against the said
 John Wimbish, Lewis W. Wimbish, James A. Wimbish, Sarah A. Leigh, Thomas
 Leigh, Malinda Wimbish, Rebecca F. Henderson, Pleasant Henderson,
 Mrs. Wimbish, Samuel Wimbish, James Abram Wimbish, Sillius
 Wimbish, Ellenor Wimbish, Florian Wimbish, Samuel Pannell, Trustee
 and John Pannell, Trustee, the object and prayer of which bill is that about
 the year A.D. 1836, One Nancy Wimbish, died leaving three daughters and
 two sons, John H. & Abram Wimbish, and seized of a certain tract of land
 in said Union County Ohio, being Survey in the Virginia Military
 district, number three thousand Six Hundred and ninety One (3691) that
 by her will she directed said land to be sold and the proceeds thereof to be
 equally divided among her three daughters, Elizabeth Craddock, Judith
 A. Carrington, and Mary Wimbish, that in the year A.D. 1846, said
 Sunsford purchased said tract of land Survey no 3691 of the said three
 daughters aforesaid of said Nancy, and received a deed therefor, and
 he now prays that each and all of said dependants, heirs at Law of
 the said Nancy, John H. & Abram Wimbish aforesaid may be decreed
 to convey to said Sunsford, all their right, title, and interest in and to said
 premises, Survey no 3691, and be enjoined from ever hereafter setting up
 any claim thereto, and the said dependants named above are hereby
 notified that unless they appear, and plead answer or demurr, to the
 said Bill within sixty days after the next term of said Court, the said

Court, the said Sinsford, will apply to said Court at the term next after the expiration of the said sixty days to take the matters of the Bill as confessed, and to decree thereon accordingly. J. W. Baldwin, Solicitor for Complainant, dated May 29th 1849, and afterwards took on the 20th day of November A.D. 1849. On motion to the Court by Counsel for Complainant it is ordered that Lorenzo English Esq. be appointed Guardian ad Litem to the infant defendants mentioned in said Bill of Complainant, Malinda Wimbish, Samuel Wimbish, James Abram Wimbish, Sillius Wimbish, Ellenor Wimbish, and Florian Wimbish, and thereupon the said Lorenzo English, appeared in Open Court, accepted said appointment, and filed herein the answer of said infant defendants to said Bill, by himself as such guardian ad litem, which said answer reads in the words and figures following to wit, The joint answer of Malinda Wimbish, Samuel Wimbish, James Abram Wimbish, Sillius Wimbish, Ellenor Wimbish and Florian Wimbish infant defendants to the Bill of Complaint herein filed against them and others by Lewis Sinsford Complainant by their Guardian ad Litem, and the said Malinda Wimbish, Samuel Wimbish, James Abram Wimbish, Sillius Wimbish, Ellenor Wimbish and Florian Wimbish, by their guardian ad Litem now come
 + and for answer to the said Bill of the said Sinsford say that they know nothing of the several matters and things in the said Bill set forth and the allegations therein made, but pray your Honorable Court to guard and protect their interests severally in said premises as may seem unto your Honors, most just and equitable. Malinda Wimbish, Samuel Wimbish, James A. Wimbish, Sillius Wimbish, Ellenor Wimbish, Florian Wimbish By Lorenzo English, their Guardian ad Litem, and afterwards took on the said 20th day of November A.D. 1849. This day came the Complainant by his Counsel and the defendants, - John Wimbish, Lewis Wimbish, Jas. A. Wimbish, Thomas Leigh, Sarah A. Leigh, Pleasant Henderson, Rebecca H. Henderson, Mrs. Wimbish, Samuel Parnell, trustee and John Parnell trustee, still failing to appear, plead answer, or demur to said Complainant's Bill. It is therefore ordered, adjudged, and decreed that the said Bill, and all the several matters and things therein set forth be taken as confessed as against the said several defendants so failing as aforesaid to appear plead answer or demur, and thereupon this cause came on to be heard upon the Bill so taken as confessed, answer of Guardian ad Litem of infant of infant defendants, Malinda, Samuel, James Abram, Sillius, Ellenor, and Florian Wimbish, to said Bill. Exhibits and testimony, and was argued by Counsel. On consideration whereof the Court do find that the equity of the case is with the Complainant, and do also find that I the Grantors in said deed to Complainant, Elizabeth C. Pinderster late (Craddock) Judith A. Lorington, and Mary A. Young, at the time of the execution of said deed were in equity solely and alone entitled to, and the true and real owners of said tract of land in said Bill described, being Survey in the Virginia, Military district number three thousand Six hundred and ninety one, in

Wilson

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 The Exchange
 Bank of Columbia
 vs
 C. W. Rosett et. als

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Union County Ohio, as devised thereof under the will of said Nancy Winbush
and that they had in equity a good title to the same and a right to convey it.
¶ The the Complainant has a good valid and perfect title in equity to said
premises in said Bill described being said survey in the V.M.D. No. 3691
as Granted from said Pindexter, Carrington and Young, and that the Exhibits
and proofs in this case establish the same, and that he is entitled to the
full legal title thereof. It is therefore, ordered adjudged and decreed, that
the said several defendants be, and the same are severally hereby perpet
ually enjoined from setting up any claim or title to said premises in said
Bill described being the aforesaid survey in the Virginia Military district
number three thousand six hundred and ninety one, and that they all
within ten days severally release and convey in fee simple all their right
title, and estate in Law and equity in said aforesaid premises
Survey in V.M.D. no 3691 to the said Complainant. In witness whereof
duly executed, and that in default of the same that this decree be held
and operate as such conveyance - and that said infant defendants
shall have until six months after arriving at full age to contest this
decree. It is further ordered that Complainant pay the costs of this
suit taxed at _____ Dollars within thirty days or that in
default of same, execution issue as upon judgment at Law.

Attest James Kirkcaldy, Clerk,

The Exchange
Bank of Columbus
vs
C W Rosett et al

Pleas before His Honor James S. Torbert Esq. President and Seri Phelps
James R. Smith, and William W. Woods, his Associates Judges
at a Court of Common Pleas begun and held at the Court House in
the Town of Mansfield within and for the County of Union and
State of Ohio, on the Twentieth day of November in the year of
Our Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit, on the 20th day of November
A.D. 1849. Came The Exchange Bank of Columbus By Swan & Andrews
its Attornies and filed herein the following note and power of attor
ny to confess judgment thereon to wit, Febry 6 1849. Sixty days after
date we jointly or severally promise to pay to the exchange Bank of Columbus at
its Banking House, Six hundred dollars for value received of C W Rosett. John Cassie
Philip Snider, Joshua Judy, Know all men by these presents that we C W
Rosett, John Cassie, Philip Snider, and Joshua Judy, do hereby authorize
and empower James S. Bates, Esq. or any other attorney at law in the State
of Ohio, to waive the issuing and service of notices and process, enter an
appearance for us and confess, a judgment against us in the Court
of Common Pleas of Union County Ohio, at any term of said Court
after the 1st day of July next upon a promissory note made by us
dated Febry 6 1849 and payable sixty days after date to the Exchange
Bank of Columbus for the sum of six hundred dollars in favor

of the payee of said note and to release all errors and writs of error, witness our hands and seals this 29th day of May A.D. 1849. W. Rosett Seal
 John Cassil Seal, Philip Snider Seal Joshua Judy Seal and afterwards
 to wit on the said 20th day of November A.D. 1849. the said plaintiff by
 Swan & Andrews, its attorneys filed herein its declaration in the words
 and figures following to wit. Court of Common Pleas of the term of Novem-
 ber A.D. 1849. The State of Ohio Union County ss. The Exchange Bank,
 of Columbus a branch of the State Bank of Ohio complains of Charles
 W. Rosett, John Cassil, Philip Snider and Joshua Judy defendant
 in this suit. For that whereas the defendants on the first day of Novem-
 ber A.D. 1849 at said County were indebted to said plaintiff in
 the sum of One thousand dollars for money then and there lent by
 the plaintiff to the defendant at their request, and in One thousand
 dollars for money then and there paid by the plaintiff, for the use
 of the Defendants at their request, and in One thousand dollars for money
 then and there received by the Defendants for the use of the plaintiff,
 and in One thousand dollars for money then and there 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 day
 and year aforesaid at the County aforesaid in consideration of the
 promises respectively promised the plaintiff to pay the plaintiff
 the said several moneys on request yet the defendants have not nor
 hath either of them paid any of the several moneys or any or either
 of them or any part thereof but disregarded said promises to the damage
 of the plaintiff One thousand dollars, whereupon the plaintiff sues,
 by Swan & Andrews, attys for plffs, and afterwards to wit, on the said
 20th day of November A.D. 1849. the defendants by S. B. Brush their attorney filed
 herein their plea in the words and figures following to wit. The Exchange Bank
 of Columbus vs Charles W. Rosett et al Union Cou. Pleas. Nov Term A.D. 1849
 and the said Charles W. Rosett, John Cassil, Philip Snider and Joshua
 Judy by their attorney (duly authorized by virtue of a warrant of Attorney
 herewith filed) and waive the issuing and service of process and enter
 their appearance to the suit and declaration filed against them by the
 Exchange Bank of Columbus and say that they cannot garnish the
 action aforesaid but confess they assumed and promised in manner
 and form as the plaintiff hath declared against them and hath sus-
 tained damages by reason thereof to the sum of Six hundred and twenty
 two dollars ten cents, and consent that judgment be entered therefor
 and costs, note Feb 6th 1849, at 60 days 60.00. Int. 22.10 \$622.10. and the
 depts waive all error and writs of error, S. Brush, atty for depts. And after-
 wards to wit on the said 20th day of November A.D. 1849. this day came the Ex-
 change Bank of Columbus by Swan & Andrews its attorneys and filed its
 declaration against the said Charles W. Rosett, John Cassil, Philip Snider
 and Joshua Judy, and thereupon S. B. Brush one of the Attornies of this Court
 appeared in open Court in behalf of the said defendants, and by virtue
 of a warrant of Attorney for that purpose executed by the said defendants

David Payne
 vs
 John Harrington

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and now produced in Open Court and duly proved, waived the issuing
and service of process, and acknowledge that the said defendants are indebted
to the said plaintiff in the sum of Six hundred and twenty two ¹⁰⁰/₁₀₀ dollars
and the said plaintiff has sustained damage to that amount in manner
and form as the said plaintiff hath in his said declaration alleged against
them. Therefore it is considered that the said plaintiff recover of the said defe
ndants the said sum of Six hundred and twenty two dollars and ten
cents, damages, so confessed as aforesaid, and also its costs in this behalf
expended taxed at dollars cents, and by virtue of
the same warrant of attorney all error and writs of error are released by
defendants,

Attest, James Kinrade Jr Clerk,

David Jayne
vs
Solon Harrington

Pleas before his Honor James L. Forbait Esq. President and Levi Phelps
James R. Smith and William W. Woods his associates Judges at a
Court of Common Pleas begun and held at the Court House in the
Town of Mansville within and for the County of Union and State of
Ohio on the Twentieth day of November in the year of our Lord
One thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit on the 17th day of August
A.D. 1849 David Jayne by Messrs Allison & Henry his Attornies sued
out of the Clerks office of said Court the following writ of summons
to wit. The State of Ohio Union County ss. To the Sheriff of said County
Greeting, We Command you to summon Solon Harrington if he
may be found in your bailiwick, to be and appear before the Court
of Common Pleas of said County of Union, at the Court House in Man
-ville forthwith to answer unto David Jayne in a plea of assump
-sit damages three hundred dollars and have you then there this
writ. Witness James Kinrade Jr Clerk of said Court at Mansville
The 17th day of August A.D. 1849. James Kinrade Jr Clerk, upon which
said writ was the following endorsement to wit. Writ brought for goods
sold and delivered money had and received &c. Allison & Henry
attys for Plff, and afterwards to wit on the 17th day of August A.D.
1849. said Sheriff returned said writ with his endorsement thereon
as follows to wit. Served this writ August 17. 1849 by delivering a certified
copy thereof to the within named Solon Harrington. Philip Snider
Sheriff and afterwards to wit on the 27th day of September A.D. 1849. the
said plaintiff by Messrs Allison & Henry his attornies filed herein
his declaration in the words and figures following to wit. "The State
of Ohio Union County ss. Court of Common Pleas of August term A.D.
1849. David Jayne Complainant of Solon Harrington in a plea of Assu
-mpsit. For that whereas, the defendant on the first day of August A.D. 1849
at the County of Union aforesaid was indebted to the plaintiff in the

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Sum of three hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request, and in three hundred dollars, for the price and value of merchandise then and there sold and delivered by the plaintiff to the defendant, at his request and in three hundred dollars for money then and there had and received by the defendant for the use of the plaintiff; and in three hundred dollars, for money found to be due from the defendant to the plaintiff on an account then and there stated between them, and the defendant afterwards, on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay to him the said several moneys on request; yet the defendant hath disregarded his promises, and hath not paid any of the said moneys, or any part thereof; to the damage of the plaintiff of three hundred dollars; and therefore he brings his suit &c By Allison & Henry his attys, and afterwards writ on the 20th day of November A.D. 1849 This day came the said David Jayne by Messrs Allison & Henry his attornies and the said Solon Harrington through solemnly called came not but made default, whereupon it is considered that the said David Jayne ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to One hundred and five dollars and thirty four cents therefore it is considered that the said plaintiff recover of the said Solon Harrington the said sum of One hundred and five dollars and thirty four cents his damages aforesaid in full aforesaid assessed and also his costs in this behalf expended taxed at _____ dollars.

Attest. James Kirkadee Jr Clerk,

Kelton & Bancroft
vs
James V. Serim & als

Pleas before his Honor James S. Torbald Esq. President and Levi Phelps James R. Smith and William W. Woods his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio on the Twentieth day of November in the year of our Lord one thousand eight hundred and forty nine,

Be it remembered that heretofore to wit on the 11th day of August A.D. 1849 Kelton & Bancroft by Messrs Allison & Henry their Attornies sued out of the Clerks office of the Court aforesaid the following writ of Summons to wit, The State of Ohio Union County ss. To the Sheriff of said County Greeting; We command you to Summon, James V. Serim, D. O. Welsh and William Scott, if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Mansville, on the first day of the next term thereof to answer in to Kelton & Bancroft, partners in trade in a plea of Assumpsit, damages

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\$2000 and have you then there this writ. Witness James Knickerbocker, Clerk of said Court at Mansfield the 11th day of August A.D. 1849. James Knickerbocker Clerk, Upon which said writ was the following endorsement to wit. Suit brought on a note of hand given by defendants to one Henry Whitaker, or bearer and assigned to plaintiffs, for one hundred and three dollars and fifty cents, dated April 20th 1849 payable on or before the first of July next thereafter &c. also for goods sold and delivered money had and received &c. Allison Henry attys. for ptiffs. and afterwards to wit. On the 14th day of August A.D. 1849. Said Sheriff returned said writ with his endorsement therein as follows to wit. Served this writ by delivering to each of the within named defendants a Certified Copy thereof August 13, 1849. Philip Snider Sheriff. and afterwards to wit on the 27th day of September A.D. 1849 the said plaintiffs by Messrs Allison Henry their attorneys filed herein their declaration in the words and figures following to wit. The State of Ohio Union County ss. Court of Common Pleas of Union County of August term 1849 Kelton & Bancroft, partners in trade, Complain of James V. Livin, D. D. Welsh, and William Scott, in a plea of Assumpsit, for that whereas, the defend- ants on the 20th day of April A.D. 1849 at the County of Union aforesaid made their promisory note in writing and thereby promised to pay to one Henry Whitaker or bearer one hundred and three dollars and fifty cents on or before the first day of July next thereafter, which period hath now elapsed; and the said Henry Whitaker then and there delivered transferred and assigned, the said note to the plaintiffs, and they then and there became, and were and are the lawful bearers thereof; and the defendants in con- sideration of the premises then and there promised to pay the amount of the said note to the plaintiffs according to the tenor and effect thereof; and whereas, also the defendants on the 12th day of August A.D. 1849 were indebted to the plaintiffs in the sum of two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendants, at their request, and in two hundred dollars for work then and there done, and materials for the same provided by the plaintiffs for the defendants, at their request, and in two hundred dollars for money found to be due from the defendants to the plaintiffs, on an account then and there stated between them, and the defendants afterwards, on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plain- tiffs to pay them the several moneys herein above mentioned on request. Yet the defendants have disregarded their promises, and have not nor hath either of them paid any of the said moneys, or any part thereof, to the damage of the plaintiffs of two hundred dollars; and therefore they bring their suit &c. by Allison Henry their attys. and afterwards to wit. On the 20th day of November A.D. 1849. This day came the said Kelton & Bancroft, by Messrs Allison Henry their attorneys, and the said James V. Livin, D. D. Welsh and William Scott, though solemnly called came not but made default, Whereupon it is considered that the said plaintiffs ought to recover their damages by reason of the premises, and neither of the parties requiring a Jury and the

Court being fully advised in the premises, do assess the damages of the said plaintiffs, to One hundred and five dollars and ninety one cents, therefore it is considered that the said plaintiffs recover of the said James Y. Sevin, T. D. Wilsh and William Scott, the said sum of One hundred and five dollars and ninety one cents, their damages aforesaid in form aforesaid assessed and also their costs in this behalf expended taxed at _____ dollars,

Attest, James Kinikadey Clerk,

Jesse Porter Admin of
Benj. Thompson dec'd
Sarah Thompson et al

Pleas before his Honor, James L. Torbert Esq. President, and Levi Phelps James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the twentieth day of November in the year of our Lord One thousand Eight hundred and Forty nine,

Be it remembered that heretofore to wit on the 26th day of July A.D. 1849. Came Jesse Porter administrator of the Estate of Benjamin Thompson deceased by Messrs Cole Witter his solicitors and filed in the Clerks office of said Court his petition in the words and figures following to wit, To the Court of Common Pleas of the County of Union Ohio, Your petitioner Jesse Porter administrator of the estate of Benjamin Thompson deceased respectfully represents that the total value of the personal estate and effects of said decedent is as near as can be ascertained three hundred thirty four ^{or} dollars which will more fully appear by the Certificate of the Clerk of this Court herewith filed marked (A) but ^{not} more than _____ dollars can be realized therefrom that the amount of debts owing by the deceased, as nearly as they can now be ascertained amount to thirteen hundred dollars - The personal estate and effects are insufficient to pay said debts - The said decedent did seized in fee simple of the following real estate Situate in the County of Union and State of Ohio to wit, a certain lot or tract of land containing one hundred and thirty three acres be the same more or less, Situate between the Little Miami & Scioto rivers in the County of Union and State of Ohio being part of a military survey No 6612 originally for 683 acres in the name of James Galloway Jun and patented to James Galloway Jun Situate on the waters of Darby Creek bounded and described as follows to wit, beginning at three Elms northwest Corner to Jane M. Dovel in the line of James Galloway Jun, and running thence with his line N 60, 18102 poles to two Elms in the line of said Galloway, thence with another of his lines S. 7. 18256 poles to three Elms Corner to John Mitchells, thence with his line N 82 1/2 E 99 poles to a Stone corner to said Jane M. Dovel thence with her line N. 62 E. 193 poles to the beginning, the said decedent did leaving Sarah Thompson his widow, who is entitled to dower in said premises, the following

persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent namely, James M. Thompson, Joseph Haun and Mary C. Haun his wife late Mary C. Thompson, Canny P. Garlick and Elizabeth B. Garlick, his wife late Elizabeth B. Thompson, John Colwell and Sarah Jane Colwell his wife, late Sarah Jane Thompson & Ann C. Thompson also, Benjamin B. Thompson, Abigail B. Thompson, Janette M. Thompson, William B. Thompson, Moses B. Thompson, Duane Lipperson Thompson, Daniel Carter, Minn Dewalittle, & Martha Dewalittle infant heirs, of said decedent - that Aaron Dewalittle is the guardian of the said Daniel Carter, your petitioner prays that the said widow and the said persons above mentioned and described having the next estate of inheritance in said premises, from said decedent together with the said Aaron Dewalittle, be made parties defendants to this petition, that the dower of the said Sarah Thompson may be set off; the several rights, liens &c, of the the hereinbefore named defendants adjusted &c, and that your petitioner may be ordered to sell said real estate &c and such other relief &c, By Cole Witter sols for, Peter, and afterwards to wit on the 5th day of August A.D. 1849. The said petitioner filed herein the following notice to Defendants, to wit. "To James M. Thompson, Joseph Haun, Mary C. Haun, Canny P. Garlick, Elizabeth B. Garlick, John Colwell, Sarah Jane Colwell, Ann C. Thompson, Benjamin B. Thompson, Abigail B. Thompson, Duane Lipperson Thompson, Daniel Carter Minn Dewalittle, and Martha Dewalittle and Aaron Dewalittle, William Thompson, Lettie Thompson, and Moses Thompson. You are hereby informed that I have filed a petition as administrator of the estate of Benjamin Thompson deceased in the Court of Common Pleas of Union County for the sale &c, of the real estate of said decedent; and shall in pursuances of the prayer of said petition on the first day of the August Term A.D. 1849, of said Court, to wit on the 14th day of August A.D. 1849. Or as soon thereafter as counsel can be heard as for an order for the assignment of the dower of the widow of Benjamin Thompson, in and for the sale of the following real estate of which the said Benjamin Thompson, died seized or so much thereof as may be necessary to pay his debts, to wit, the home stead and farm upon which said Benjamin Thompson resided at the time of his decease, being a part of a military survey N^o 6602 originally for 683 acres, in the name of James Galloway jr, and patented to James Galloway jr, Situate in the County of Union and State of Ohio, and on the waters of Darby Creek, containing one hundred and thirty three acres, be the same more or less. Jesse Porter administrator of Benjamin Thompson, deceased, dated July 26th 1849, upon which notice was the following endorsement to wit. "We hereby acknowledge service of the within as the law directs July 26th 1849 C. P. Garlick, Elizabeth B. Garlick, John Caldwell, Sarah J. Caldwell, Aaron Dewalittle, Joseph Haun, Mary C. Haun, Sarah Thompson widow, James M. Thompson, attest Alfred A. Morse, The State of Ohio Union County ss.

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I, Jesse Porter, do make solemn oath that on the 27th day of July A.D. 1849
 I served the within named Benjamin B. Thompson, Abigail B. Thompson
 Duane Thompson, Thompson, William Thompson, Janet Thompson, Moses
 Thompson, Daniel Carter, Mirron Dovelittle, and Martha Dovelittle, sev-
 erally with a notice of which the within is a true copy. Jesse Porter, sworn
 to and subscribed before me this 6th day of August A.D. 1849. James James
 J.P. and afterwards to wit on the 16th day of August A.D. 1849, the said
 petitioner filed herein the following notice and acknowledgement this
 court. To James M. Thompson, Joseph Horn, Mary C. Horn, Learning
 P. Garlick, Elizabeth B. Garlick, John Colwell, Sarah Jane Colwell, Ann
 C. Thompson, Benjamin B. Thompson, Abigail B. Thompson, Duane
 Thompson, William Thompson, Levitt Thompson, and
 Moses Thompson, Daniel Carter, Mirron Dovelittle, Martha Dovelittle
 and Aaron Dovelittle, you are hereby informed that I have filed a
 petition as administrator of the estate of Benjamin Thompson dec-
 eased in the Court of Common Pleas, of Union County for the sale of
 the real estate of said decedent and shall in pursuance of the prayer
 of said petition on the first day of the August term 1849, of said Cou-
 rt to wit on the fourteenth day of August 1849 or as soon thereafter
 as counsel can be heard ask for an order for the assignment
 of the dower of the widow of Benjamin Thompson and for the sale
 of the following real estate of which the said Benjamin Thompson
 died seized or as much thereof as may be necessary to pay his debts
 to wit the home stead and farm upon which the said Benjamin
 Thompson resided at the time of his decease being a part of military
 Survey No 6602, originally for 683 acres in the name of James Gallaway
 Jr. and patented to James Gallaway Jr. situated in the County of Union
 and State of Ohio and on the waters of Oak Creek, containing one hun-
 dred and thirty three acres be the same more or less, dated July 26th
 1849 Jesse Porter Administrator of Benjamin Thompson deceased,
 July 27th 1849. I hereby acknowledge legal notice and service of the within
 petition and consent to the pray of the within petitioner Ann C.
 Thompson, and afterwards to wit on the 14th day of August A.D. 1849
 at the August Term of said Court, on motion to the Court by Messrs.
 Cole & Witter Counsel for the petitioner, It is ordered that the said Sarah
 Thompson, be endowed of one full equal third part of the real estate
 in the petition mentioned and described as follows to wit, situate
 in the County of Union and State of Ohio, containing one hundred and
 thirty three acres be the same more or less, to wit, a certain lot or tract
 of land situate between the little Miami Scioto rivers in the County
 of Union and State of Ohio, being part of a military Survey No 6602,
 originally for 683 acres in the name of James Gallaway Jr. and
 patented to James Gallaway Jr. situate on the waters of Oak Creek
 bounded and described as follows, to wit, beginning at the E. end, west
 -west corner to Lane M. Dovel, in the line of James Gallaway Jr.
 and running thence with his line N 60 W. 102 poles to two Ebers,

in the line of said Gallaway, thence with another of his lines S. 7. W. 256 poles to
 three elms corner to John Mitchell, thence with his line N. 82. E. 99 poles to a
 stone corner to said Jane McDowell thence with her line N. 67. E. 193 poles to the
 beginning, and it is further ordered that John Reed 3^d, James Miller and Eliphas
 Burnham, being first duly sworn, do upon actual view of the premises
 set off and assign the said dower to the said Sarah Thompson, and make return
 of such assignment, together with a just valuation of said real estate sub-
 ject to said dower forthwith, said order having been certified to the said
 appraisers under the seal of said Court was afterwards transmitted on the
 16th day of August A.D. 1849, returned endorsed as follows to wit, State of
 Ohio Union County ss. On the 15th day of August 1849 before me Andrew Keyes
 a Justice of the peace, personally appeared James C. Miller, Eliphas
 Burnham and John Reed 3^d within named and made solemn oath
 that they would upon actual view honestly and impartially assign
 dower and appraise the real estate of Benjamin Thompson deceased
 in pursuance of the Order of the Court of Common Pleas of Union County
 in the Case of Jesse Porter Administrator vs Sarah Thompson & others
 Andrew Keyes, Justice of the peace of said County August 15th 1849.
 The report of said appraisers filed herein August 16th A.D. 1849,
 reads as follows to wit, Jesse Porter adm^r of the Estate of Benjamin Thompson
 deceased, vs Sarah Thompson et al, Union County Common Pleas Peti-
 tion to sell land, In obedience to the Order of the Court in this case after
 being first duly sworn and upon actual view of the premises in the said
 petition described we the undersigned appraisers do set off and assign
 to Sarah Thompson the widow of said Benjamin Thompson deceased, for
 her dower estate in the real estate mentioned and described in said
 petition so much of said lands as is contained within the following
 bounds, to wit, beginning at the north west corner of Lane McDowell's land
 in the line of James Gallaway's sr. survey and running with his line N. 66.
 W. 102. poles, to two elms in the line of Gallaway's survey, thence with another
 of his lines, S. 7. W. 106 poles to a stake at the end of the lane leading from Robert
 Paris to W^m G. McDowell's, thence across the mouth of said lane to the
 fence on the north side of said road leading to said McDowell's, thence
 with said fence, supposed S. 83. E. 95. poles to Jane McDowell's line,
 thence with her line N. 67. E. 64 poles to the beginning containing forty
 nine acres be the same more or less, the fence on the north side of the
 lane leading from W^m G. McDowell to Robert Paris, through said Thomp-
 son's land is considered by us to be the south line of the widows dower, the east
 half of said line fence shall be held and kept in repair by the said Sarah
 Thompson, and we do estimate the real estate described in said petition
 subject to and encumbered by said dower at twelve hundred dollars
 (\$1200.), Eliphas Burnham, James C. Miller, John Reed 3^d appraisers
 August 15, 1849, and afterwards transmitted on the 16th day of August A.D.
 1849, on motion to the Court by Messrs. Cole & Witter Counsel for the petitioner
 and upon proving the assignment of dower and appraisement herein
 made by John Reed 3^d, James Miller and Eliphas Burnham

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under a former Order made at a former day of this term of this Court. It is ordered that the said Jesse Porter, proceed according to law, to sell on the premises the real estate in said petition described, subject to the said dower estate of the said Sarah Thompson, and upon the following terms to wit, One half of the purchase money Cash in hand, One fourth in One year, and the residue in two years with interest from the day of Sale to be secured by mortgage on the premises.

X And it is further ordered that the said Jesse Porter, make return of his proceedings in the premises to the next term of this Court, Said Order having been Certified to the said Jesse Porter, under the Seal of said Court, was afterwards to wit, At the November term A.D. 1849 of said Court, returned endorsed as follows to wit, "Jesse Porter admr of Benjamin Thompson decd. vs Sarah Thompson, Union Common Pleas petition to sell land, in pursuance of the within Order I gave notice of Sale in due form of law and at the time place mentioned in said notice for said Sale to wit at the premises, I offered said property for sale at public vendue and William G. McDowell having bid therefor twelve hundred and Seventeen dollars and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof; I struck off and sold the same to him for that sum, subject to dower. ~~November~~ November 13th 1849, Jesse Porter admr of Benjamin Thompson decd." and afterwards at the November term of said Court to wit on the 21st day of November A.D. 1849. On motion to the Court by Mr Cole, Counsel for the petitioner, and upon producing the return of the proceedings and Sale made by the said petitioner as herein before ordered, and the Court having examined the same and being satisfied that said Sale has in all respects been legally made, it is ordered that the same be and hereby is approved and confirmed, and that the said petitioner, execute and deliver to the purchaser a deed in fee simple for the real estate so by him sold as aforesaid, on the purchaser executing and delivering to said petitioner a mortgage securing the deferred payments of said Sale,

Attest, James Kirkkadee p Clerk,

John L. Bryan
vs
William E. See et al

Pleas before his Honor, James L. Forbairt, Esq. President and Levi Phelps James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that that heretofore to wit on the 25th day of June A.D. 1849 came John L. Bryan by messrs Allison & Hurry his solicitors and filed in the clerks office of said Court his Petition in the words and figures following

To the Honorable the Judges of the Court of Common Pleas within and
 for the County of Union and State of Ohio, in Chancery Sitting; Your petitioner,
 John L Bryan, of the County oficking in the State of Ohio, represents that he
 has legal right to and is seized in fee simple of the following real estate
 to wit: a lot or tract of land, situate in the County of Union in the State of
 Ohio, and in the Virginia, Military District, and bounded and described
 as follows: part of Survey No. 5646 in the name of Thomas Worthington, beginning
 at two Sugar trees the Original S.W. Corner of said Survey, and N.W.
 corner to Galway Frasers, Survey No. 3690, thence with the west line of said
 Survey No. 5646 N. 7. E. 310 poles to two hickories and a lynn, thence with the
 north line of said Survey No. 5646, S. 83° E. 215 poles to Stake the N.W. corner to
 land of Ambrose Cross; thence S. 7. W. 310 poles to a Stake, the S.W. corner to
 land of James H Morrison; thence N. 83° W. with the south line of
 said Survey No. 5646, 215 poles to the beginning. Your petition further
 represents that said Survey No. 5646 was patented to David Bedinger,
 assignee, who by his last will duly authenticated, devised the same
 together with several other surveys, tracts and parcels of his real
 estate, situated in Madison and other Counties, in the State
 of Ohio, to his son Edwin Gray Bedinger; that afterwards the
 said Edwin Gray Bedinger, intestate, leaving as his heirs
 several living brothers and sisters, and the children of several de-
 ceased sisters, among which last were your petitioner and his
 sister Sarah R. Bryan, who through their deceased mother
 Mary Bryan, (formerly Mary Bedinger, sister of said Edwin Gray
 Bedinger,) inherited one eighth part of said lands of said Edwin
 Gray Bedinger; that such legal proceedings were heretofore had
 in the Court of Common Pleas of the County of Madison in the State
 of Ohio, that partition of the lands which descended as aforesaid from
 said Edwin Gray Bedinger, was made legally by Order of said Court
 among his said heirs in which partition said premises herein before desc-
 ribed by metes and bounds was set off and assigned to your petitioner and
 his said sister, Sarah R. Bryan, as and for their share of said lands, which
 descended as aforesaid from said Edwin Gray Bedinger; that afterwards
 the said Sarah R. Bryan sold and conveyed her undivided interest
 in said premises herein before described by metes and bounds to Richard
 Timberlake and Henry Timberlake, who afterwards sold and conveyed
 the same to William E. Lee and James Lee, your petitioner further repre-
 sents that said William E. Lee, and James Lee, are tenants in common
 with your petitioner in said premises herein before described by metes
 and bounds, your petitioner therefore desiring to hold his said interest
 in severally, prays that partition of said lands and tenements may be
 made, and that his interest in the same may be set off to him in severally,
 or if it shall appear that partition of said lands and tenements cannot
 without manifest injury be made, then that the same may be sold,
 or other proper order taken in that behalf pursuant to the Statute in such
 case made and provided, By Allison Cherry his attorney.

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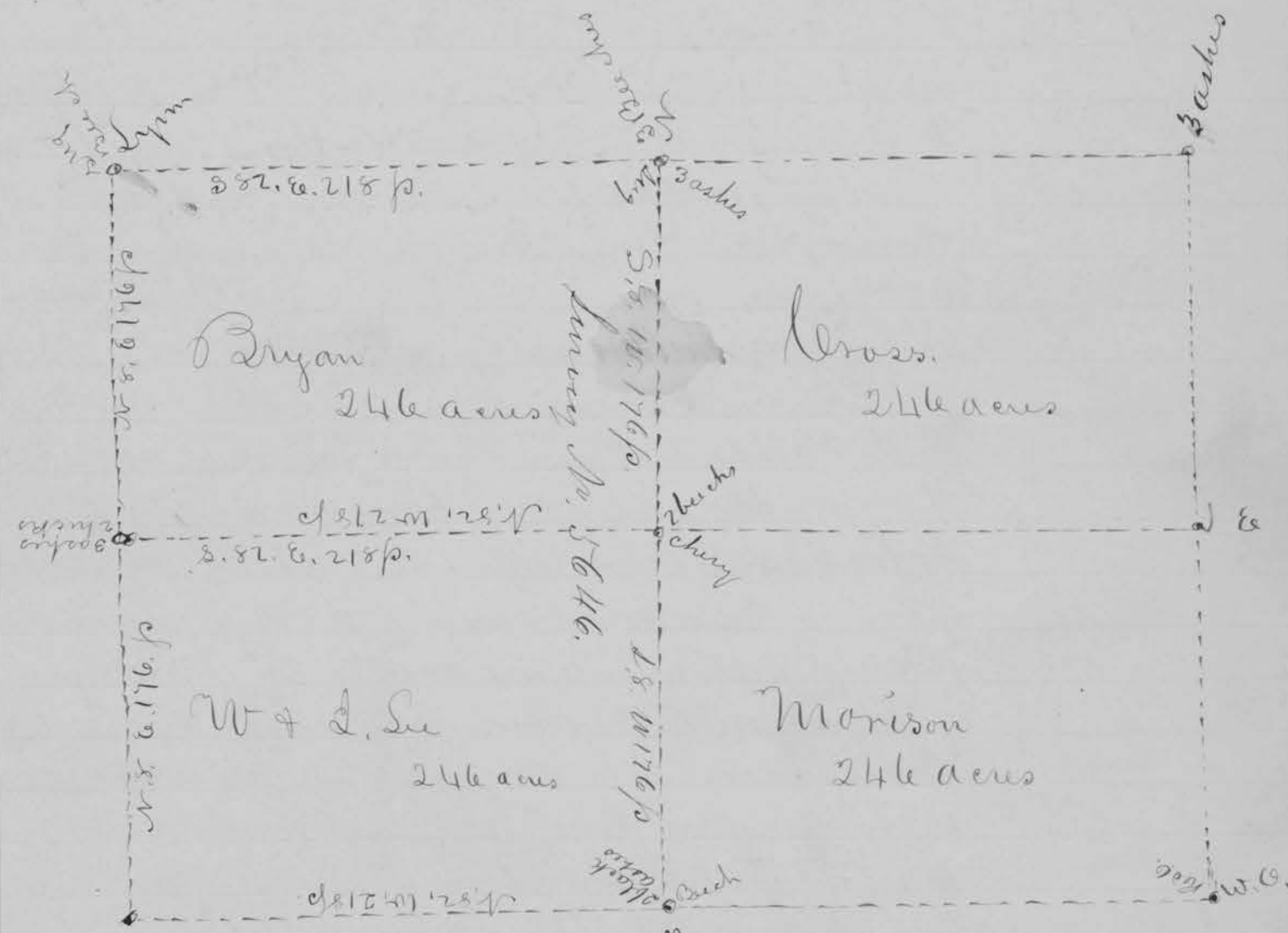
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and afterwards to wit, on the 14th day of August A.D., 1849, the said petitioner by Allison Henry his attorney filed herein proof of publication of notice in the words and figures following to wit, "P. B. Cole of the County of Union being duly sworn deposes and says, that a copy of the notice hereto attached was published on the 25th day of June 1849 and for six consecutive weeks thereafter in a newspaper called the Argus, and Union County Advertiser (of which he is the editor) at and during that time printed in the County of Union, and in general circulation therein, P. B. Cole, sworn to and subscribed in open Court this 14th day of August 1849, James Kirkade for Clerk," which said notice then attached reads in the words and figures following to wit, "Union County Common Pleas. John S. Bryan vs William E. See et al. Petition for Partition, The said William E. See and James See, will take notice that petition was filed against them on the 25th day of June, A.D., 1849, in the Court of Common Pleas in and for the County of Union and State of Ohio, by John S. Bryan, and is now pending, where in the said John S. Bryan demands partition of the following real estate situate in Union Co., Ohio, and bounded and described as follows, part of Survey No. 5646, in the name of Thomas Worthington beginning at two Sugar trees the original S. W. Corner of said Survey, and N. W. Corner to Falvey Fragers, Survey No. 3690, thence with the west line of said Survey No. 5646 N. 7. E. 310 poles to two hickories and a lym, thence with the north line of said Survey No. 5646, S. 80. E. 215 poles to a stake the N. W. Corner to land of Abner Cross, thence S. 7. W. 310 poles to a stake the S. W. Corner to land of Jas H. Morrison; thence N. 33. W. with the S. line of said Survey No. 5646, 215 poles to the beginning; and that at the next term of said Court application will be made by the said John S. Bryan for an Order that partition may be made of said premises, Allison Henry Sols for Petitioner June 25th 1849" and afterwards at the August Term of said Court to wit on the 16th day of August A.D., 1849, this Cause came on to be heard upon the petition &c. and was argued by Counsel on Consideration whereof, it is Ordered that by the Oaths of William B. Irwin, Joshua Marshall and James Turner partition be made of said lands in the following proportions to wit, to the said John S. Bryan the one equal half part, and to the said William E. See, and James See, the remaining one equal half part and it is further Ordered that a writ of partition issue to the Sheriff of Union County Commanding him to cause said partition to be made accordingly and report his proceedings in the premises to the next term of this Court, and this Cause continued, and afterwards to wit on the 28th day of August A.D., 1849 a writ of partition was issued and delivered to the Sheriff of Union County, in the words and figures following to wit, The State of Ohio Union County ss, to the Sheriff of said County Greeting: We Command you that ^{without delay} by the Oaths of William B. Irwin Joshua Marshall and James Turner, you cause partition to be made of the following real estate to wit; a lot or tract of land situate in the County of Union in the State of Ohio, and in the Virginia Military District, and bounded and described as follows, part of Survey No. 5646, in the name of Thomas Worthington, ^{beginning} at two Sugar trees the original S. W. corner

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of said Survey and N.W. Corner to Salvoey Frazers Survey No. 3696. thence with the
 west line of said Survey No 5646. N 7. E 310 poles to two hickories and a lynn; thence
 with the north line of said Survey No 5646. S 83. E 215 poles to a stake, the N.W. Corner
 to Land of Abrose Cross; thence S 7. W 310 poles to a stake, the S.W. Corner of Land of
 James H. Monson; thence N 83. W. with the south line of said Survey No 5646. 215
 poles to the beginning; among the following persons and in the following proportions
 to wit. to John L Bryan, the one equal half part, to William E See and James
 Lee the remaining one equal half part, in pursuance of an Order lately
 made in our said Court of Common Pleas, within and for the said County of
 Union in a certain Petition for Partition wherein, John L Bryan is petitioner
 and William E See, et al are defendants: And your proceedings in the premises
 you distinctly certify under your hand to our said Court of Common Pleas,
 within and for said County of Union, on the first day of their next term, together
 with this writ, Witness James KinKade p Clerk, of said Court at Mansville
 the 28th day of August A.D. 1849, James KinKade p Clerk's and afterwards to wit,
 On the 20th day of November A.D. 1849, said Sheriff returned said writ, with
 his endorsement thereon to wit, "I executed this by the oaths of the within named
 William B Swin, Joshua Marshall and James Sumner whose report is her
 with filed November 1st 1849, Philip Snider Sheriff, which said report
 therewith filed reads in the words and figures following to wit,



We the undersigned Commissioners in a writ of partition issued at the August term
 of the Court of Common Pleas for Union County State of Ohio, do make partition of the
 west half of Survey No 5646, report that after being sworn by the Sheriff of said County
 on Carefull view and Survey of ^{the} land named in said writ have set off to John L
 Bryan as his equal half of said land 246 acres bounded as follows beginning at a
 Lynn Hick Sugar, original N.W. Corner to the Survey then with the north line of
 the Survey S. 82. E. 218 poles to 3 beeches & 3 ashes Corner to Cross's part of the Survey

then with his line S. W. 176 poles to Cross & Morrisons Corner, then N. 82. W. 218 poles to 3 ashes & 2 hickors on the west line of the Survey then with said line N. 8 East 176 poles to the beginning. We set of to William E Lee and James Lee as their equal half of the west half of S. Survey No 5646, 246 acres beginning at a cherry and 2 beeches corner to Cross, and Morrison then N. 82. W. 218. poles to 3 ashes, 2 hickories in the west line of the Survey S. W. Corner to John S Bryants part of the Survey then with the said west line S. W. 176 poles to 2 Sugartrees the Original S. W. Corner to the Survey then with the N. line of Salomy Fraziers Survey No 3691, S. 82. E. 218. poles to a beech & and 2 black ashes S. W. Corner to Morrisons part of the Survey then with his line N. 8 E 176 poles to the beginning all of which will appear on the annexed plat, November 1st 1849 William B Irwin, Joshua Marshall James Turner, Commissioners and afterwards at the November Term of said Court, held on the 21st day of November A. D. 1849. On motion to the Court by Messrs Allison & Henry Counsel for the petitioner and upon producing the report of the Sheriff and the report and proceedings of the Commissioners herein before appointed and the same being examined. It is ordered that the same be and hereby is approved and confirmed, and that the parties hold in severally the Shares set off and assigned to each respectively by the said Commissioners, and it is further ordered that the Costs and expences of this Suit taxed at dollars, together with an attorney fee of thirty dollars to Messrs. Allison & Henry be paid within thirty days, by the parties in the following proportions to wit: by the said John S. Bryan, One half and by the said James & William E Lee, One half thereof and in default thereof, that execution issue therefor.

Attest, James Kirk Kadey Clerk,

Jeremiah Singgell et al
vs
Allen C. Martin et al

Pleas before his Honor, James S. Torbert Esq. President, and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the Twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine,

Be it remembered that heretofore to wit on the 17th day of April A. D. 1849. Came, Jeremiah Singgell and Matthew Singgell by Messrs Allison & Henry their Solicitors and filed in the Clerks Office of said Court their petition in the words and figures following to wit, To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio, Your petitioners Jeremiah Singgell and Matthew Singgell of Union County, Ohio, represent that they have a legal right to and are seized in fee simple of the undivided third part of the undivided four fifths part of a certain tract or parcel of land with the

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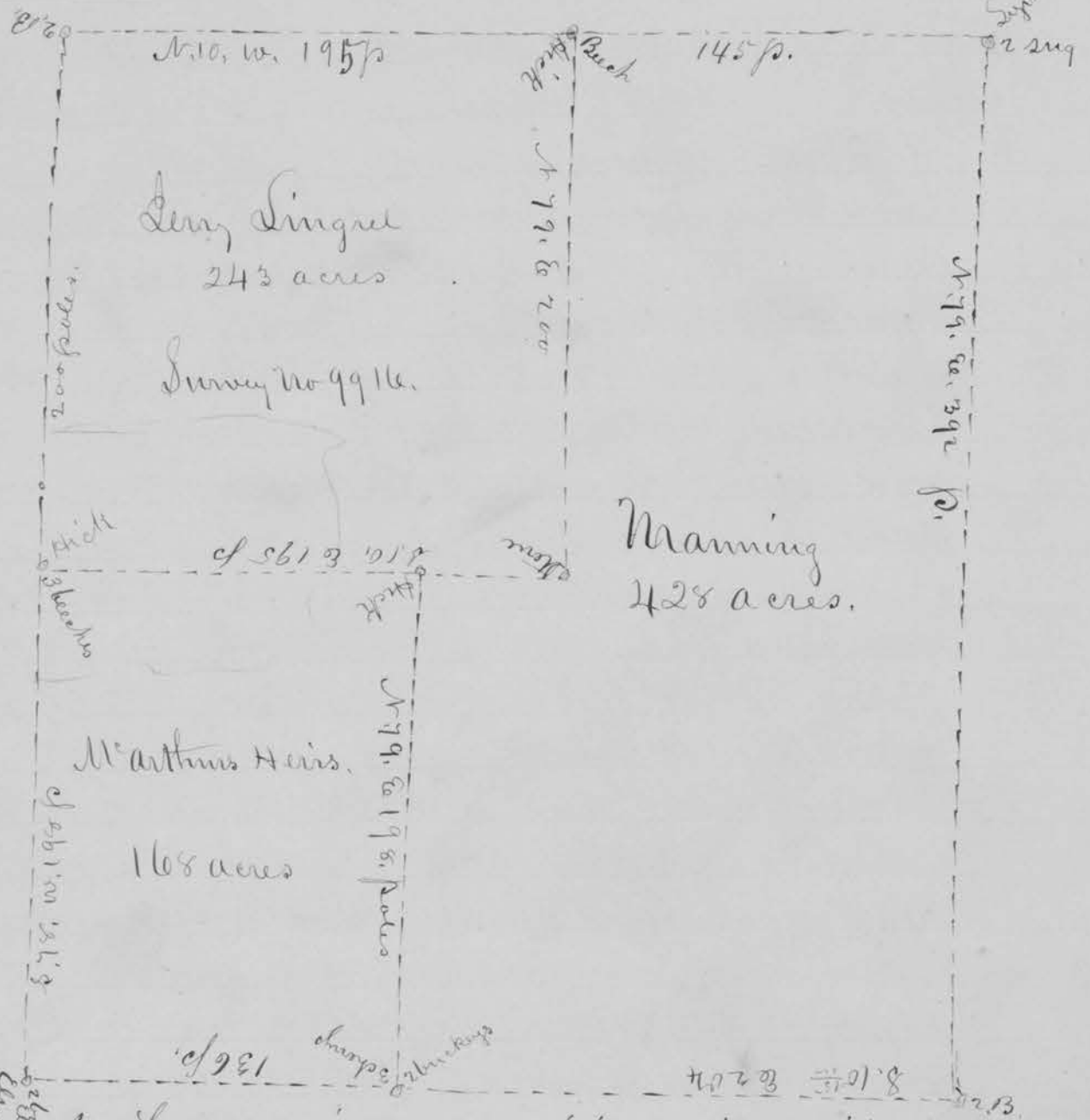
appurtenances lying and being in the said County of Union and bounded and described as follows: Survey No. 9916 entered for the Representatives of William Darke for eight hundred and thirty three acres, beginning at three lymms north west corner of Williams and others entry No 9896: thence with their line N. 78.° E. 400 poles to two box elders and a red elm; thence N 12.° W. 336 poles to two beeches; thence S. 78.° W. 400 poles to two sugar trees and a lynn; thence S 12.° E. 400 poles to the beginning, and your petitioners further represent that the heirs of Duncan McArthur to wit: Allen C McArthur, Duncan M. A. Lewis, Effie C. Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trimble, and John A. Kercheval of Ross County Ohio, John Walke and Francis Walke his wife of Pickaway County Ohio, Smith M. Arthur, Nancy M. Arthur, and William H. H. M. Arthur, of Clark County Ohio are tenants in Common with your petitioners in the said premises being entitled to the undivided fifth part of said premises in the proportions following to wit: Allen C. M. Arthur one sixth, Duncan M. A. Lewis one twelfth, Effie C. Allen, one twelfth, William Marshall Anderson, and his wife Elizabeth one sixth, Nancy Trimble one sixth, John A. Kercheval one twelfth, John Walke and Frances his wife one twelfth, Smith M. Arthur one eighteenth, Nancy M. Arthur one eighteenth, and William H. H. M. Arthur one eighteenth, the said Duncan M. A. Lewis, Effie C. Allen Nancy Trimble, Smith M. Arthur, Nancy M. Arthur, and William H. H. M. Arthur, are minors, and your petitioners further represent that John W. D. Duffield and Elizabeth M. Duffield his wife, Nathaniel Manning, James M. Manning, & Sarah I. Briscoe of Jefferson County in the State of Virginia are tenants in Common with your petitioners in the said premises being entitled to the undivided two thirds of the undivided four fifths thereof, but in what relative proportions they hold the same, your petitioners do not know and cannot say, your petitioners therefore desiring to hold their said interest in severally, pray that partition of said lands, may be made, and that your petitioners interest in the same may be set off to them in severally; or if it should appear that partition of said lands, cannot without manifest injury be made then that the same may be sold or other proper order taken in that behalf, pursuant to the Statute in such case made & provided. By Allison Henry their Solicitors: and afterwards to wit, on the 30th day of May A.D. 1849, the said petitioners by their said Solicitors, filed herein proof of publication of notice in the words and figures following to wit. State of Ohio Union County ss. P. B. Cole Editor of the Argus a paper published and in general Circulation in said County makes Oath that the notice hereto attached was published in in said paper for 6 weeks consecutively commencing April 15 1849. P. B. Cole, Sworn to & Subscribed in Open Court May 30. 1849 J. A. Winkade Jr Clerk. Said notice thereto attached reads in the words and figures following to wit. In Union County Common Pleas, Jeremiah Suggrell vs Allen C. M. Arthur et al. Petition for partition Allen C. M. Arthur, Duncan M. A. Lewis, Effie C. Allen William Marshall Anderson

and Elizabeth Anderson his wife, Nancy Trimble, John A. Kercheval, John Walke and Francis Walke his wife, Smith M. Arthur, Smith M. Arthur Nancy M. Arthur, William H. H. M. Arthur, John W. D. Duffield and Elizabeth M. Duffield his wife, Nathaniel Manning, James M. Manning and Sarah D. Buscoe, will take notice that a petition was filed against them on the 17th day of April A.D., 1849, in the Court of Common Pleas, in and for the County of Union, and State of Ohio, by Jeremiah Sniggell and Matthew Sniggell and is now pending. Wherein the said Jeremiah and Matthew Sniggell, demand partition of the following real estate, lying and being in the County of Union, Ohio, and bounded and described as follows: Survey 9916, entered for the Representatives of William Darke for 833 acres beginning at three Sycamores, Northwest Corner of Williams & Others entry no 9896; thence with their line N. 78. E. 400 poles to two box-elders and a red elm; thence N. 12. W. 336 poles to two beeches; thence S. 78. W. 400 poles to two Sugartrus and a lynn; thence S. 12 E. 400 poles to the beginning; and that at the next term of said Court application will be made by the said Jeremiah and Matthew Sniggell for an order that partition may be made of said premises, Allison & Henry Sols for Petitioners, April 18, 1849, and afterwards tried at the May Term of said Court A.D., 1849, this cause was continued, and afterwards at the August Term of said Court tried on the 14th day of August A.D., 1849. On motion to the Court by Messrs. Allison & Henry Counsel for the Petitioners It is Ordered that R. Clark Jr. be appointed Guardian ad Litem to the infant defendants, Duncan M. A. Coons, Eppie & Allen, Nancy Trimble, Smith M. Arthur, Nancy M. Arthur & W. H. H. M. Arthur, and thereupon the said R. Clark Jr. appeared in Open Court, accepted said appointment and filed his answer, which said answer reads in the words and figures following to wit: The answer of Duncan M. A. Coons, Eppie & Allen, Nancy Trimble, Smith M. Arthur, Nancy M. Arthur, and William H. H. M. Arthur, infant defendants to the Petition of Jeremiah Sniggell and Matthew Sniggell exhibited against themselves and others in Union Com. Pleas, by R. Clark Jr. their Guardian ad Litem, and the said defendants by R. Clark Jr. their Guardian ad Litem now come and for answer to said petition say that they know nothing of the matters and things alleged in said petition, and know of no reason why partition should not be made as prayed for by Petitioners, but rely on the protection of the Court, and having this answered, they pray to be dismissed &c. Duncan M. A. Coons, Eppie & Allen, Nancy Trimble, Smith M. Arthur, Nancy M. Arthur, W. H. H. M. Arthur, By R. Clark Jr. their Guardian ad Litem, and afterwards tried on the 16th day of August A.D., 1849. This cause came on to be heard upon the petition, answer of Guardian ad Litem &c. and was argued by Counsel on Consideration whereof It is Ordered that by the Oaths of William B. Irwin, Joshua Marshall and James Turner, partition be made of said lands in the following proportions to wit, to the said Allen & M. Arthur, Duncan M. A. Coons, Eppie & Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trimble, John A. Kercheval, John Walke and Francis

A Rehearing with McArthur and Marming against them and for the Matthew Singgrell and Matthew Singgrell, deuce County of 1846, entered at three Syn with their 12.10.336 a lym; said Court Singgrell for Henry may Term towards at A.D. 1849 Petitioners tem to the ney Simble thereupon a appoint to words s, Eppie & Allen liam H H, ggrell and in Union the said come and te matters why parti on the prot dismissed re. Arthur, guardian A.D. 1849 Guardian whereof; His hall and following pro A. Coons, Anderson and Francis

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Walk his wife, Smith McArthur, Nancy McArthur, and William H. H. McArthur, the one equal fifth part, and to the said, Jeremiah Singgrell and Matthew Singgrell, one equal third part, of the remainder, and to the said John W. Duffield, and Elizabeth M. Duffield his wife, Nathaniel Manning, James M. Manning, and Sarah D. Briscoe, the equal two thirds of the balance remaining, after the said one fifth, and it is further ordered that a writ of partition issue to the Sheriff of Union County, Commanding him to cause said partition to be made accordingly, and report his proceedings, in the premises to the next term of this Court, and this Cause continued, and afterwards writ on the 28th day of August A.D. 1849, a writ of partition was issued and delivered to the Sheriff of Union County in the words and figures following to wit. The State of Ohio Union County ss. To the Sheriff of Union County Greeting; We Command you, that without delay by the Oaths of William B. Smith, Joshua Marshall and James Turner, you cause partition to be made of the following real estate to wit, a certain tract or parcel of land with the appurtenances lying and being in the County of Union, and bounded and described as follows: Survey No 9916, entered for the representatives of William Parke for eight hundred and thirty three acres, beginning at three lymes, north west corner of Williams and others entry No. 9896: thence with their line N 78. E 400 poles to two box-elders and a red elm, thence N 12 W 336 poles to two beeches; thence S. 78 W 400 poles to two sugar trees and a lym; thence S 12. E 400 poles to the beginning; among the following persons and in the following proportions to wit, to Allen C. McArthur, Duncan M. A. Coons, Eppie C. Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Simble, John A. Kercheval, John Walk and Francis Walk his wife, Smith McArthur, Nancy McArthur and William H. H. McArthur, the one equal fifth part, and to Jeremiah Singgrell and Matthew Singgrell, one equal third part of the remainder, and to John W. Duffield and Elizabeth M. Duffield his wife, Nathaniel Manning, James M. Manning, and Sarah D. Briscoe, the equal two thirds of the balance remaining after the said one fifth, in pursuance of an order lately made in Our said Court of Common Pleas, within and for the said County of Union, in a certain petition for partition wherein Jeremiah Singgrell et al are petitioners and Allen C. McArthur, et als, are defendants; and your proceedings in the premises you distinctly certify under your hand to Our said Court of Common Pleas, within and for the said County of Union on the first day of their next term, together with this writ, witness, James Kin Kade, Clerk of said Court of Common Pleas at Mansville the 28th day of August A.D. 1849, James Kin Kade, Clerk, and afterwards to wit on the 20th day of November A.D. 1849, said Sheriff returned said writ, with his endorsement thereon as follows to wit, I executed this writ by the Oaths of the within named Commissioners, whose report is herewith filed November 1st 1849, Philip Snider Sheriff said Commissioners report filed herein November 20th A.D. 1849, reads in the words and figures following to wit.



We the undersigned Commissioners in a writ of partition issued ~~by~~ by the Court of Common Pleas for Union County Ohio at their August Term for 1849, to partition Survey No. 9916, amongst the parties named in said writ after being sworn by the Sheriff of said County an actual view and survey we set of and assigned unto Allen C. McArthur, Duncan McArthur Leans, Effe C. Allen, William Marshall Anderson, and Elizabeth Anderson, his wife Nancy Trimble, John A. Kercheval, John Walk, and Francis Walk, his wife, Smith McArthur, Nancy McArthur & William H. McArthur, as their equal fifth part 168 acres bounded as beginning at 3 box elders and an elm the original at South east corner to the Survey, then with the South line thereof S. 75. W. 198 poles to a beech and hickory, then N. 10. W. 136 poles to a beech and hickory, then N. 79 E. 198. poles to 2 buckeyes & 3 cherry trees in the east line of the Survey, then with sd line S. 10. E. 136. poles to the beginning. We set of and assign to Lemiah Singrel & Matthew Singrel, as their equal third part of the balance of the Survey 243 acres bounded as follows, beginning at 2 beeches the original S.W. corner to the Survey then with the West line thereof N. 10. W. 195 poles to a beech and hickory, then N. 79. E. 200. poles, to a Stone; then S. 10. E. 195 poles, to a beech and hickory corner to McArthur's lot in the South line of the Survey, then with sd line S. 75. W. 200 poles to the beginning. We also set of and assign to John W. Duffice, & Elizabeth M. Duffice his wife, Nathaniel Manning, James M. Manning, ^{many D. Waugh} & Sarah D. Briscoe, as their equal two thirds part of the remainder 428 acres bounded as follows, beginning at a lynn and 2 sugar trees the original N.W. corner to the Survey, then with the north line thereof, N. 79. E. 392. poles to 2 beeches the original N.E. corner, to the Survey, then with the east line thereof S. 10. E. 204 poles to 2 buckeyes and 3 cherry trees corner to McArthur's lot, then with their line S. 79. W. 198 poles, to a beech hickory another of their corners then N. 10. W. 59 poles to a Stone, corner to Singrel's lot, then with his line

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 Elias Jolly Adm
 of Abram Gabriel dec'd
 by
 Sarah Jane Gabriel
 et. al

S. 79. 2020. poles to a hickory and beech in the W. line another of his Corners then with his line N. 10. 1145 poles to the beginning, all of which is more fully represented on the plat herewith returned, November 1st 1849. William B Invin, Joshua Marshall James Turner, Commissioners, and afterwards at the November Term of said Court, to wit on the 21st day of November A.D. 1849. On motion to the Court by Messrs Allison Hurry, Counsel for the petitioners and upon producing the report of the Sheriff and also the report and proceedings, of the Commissioners herein before appointed, and the same being examined, It is Ordered that the same be and hereby is approved and confirmed, and that the parties hold in severally the shares set off and assigned to each respectively by the said Commissioners, and it is further Ordered that the Costs and expenses of this suit taxed at _____ dollars, together with an attorney fee of forty dollars to Messrs Allison Hurry be paid within thirty days by the parties in the following proportions to wit, by the said Allen & McArthur Duncan M^cA. Leons, Effie & Allen, William Marshall Anderson, and Elizabeth Anderson his wife, Nancy Trumble, John A. Bercheral, John Walk & Francis Walk, Smith M^cArthur, Nancy M^cArthur & W^m H. H. M^cArthur, the one fifth part, and the said Jeremiah Sniggree & Matthew Sniggree, the one third of the residue, and the balance by the said John W. Duffield, and Elizabeth Ann his wife, Nathaniel Manning, James M. Manning, and Sarah D. Briscoe, and in default thereof that execution issue therefor.

Attest: James Kirkade Jr Clerk

Elias Solley Adm^r of Abram Gabriel dec^d vs Sarah Jane Gabriel et al

Pleas before his Honor James S. Torbert, Esq. President and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio, on the Twentieth day of November in the year of Our Lord One thousand and Eight hundred and Forty nine, Be it remembered that heretofore to wit on the 19th day of July A.D. 1849 Came Elias Solley administrator of the Estate of Abram Gabriel dec^d by Mess Allison Hurry his attorneys, and in the Clerks Office of said Court his petition in the words and figures following to wit, "To the Court of Common Pleas of the County of Union, Ohio, your petitioner Elias Solley administrator of the Estate of Abram Gabriel dec^d, respectfully represents, that the total value of the personal estate and effects of said decedent is as near as can be now ascertained \$38,637¹/₄ which will more fully appear by the Certificate of the Clerk of this Court, herewith filed marked (A) that the amount of debts owing by the deceased, as nearly as they can be now ascertained amount to One hundred and twelve dollars, and the amount of the Charges of administration to _____ dollars. There was also directed by the appraisers to be paid to the widow on her years support \$24.52. The personal estate and effects

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are insufficient to pay said debts &c. The said decedent did seized of a reversionary interest in fee simple of the following real estate, situate in the County of Union and State of Ohio, and being part of Survey No. 5127 to wit the one undivided fifth part of a lot containing fifty four acres more or less bounded as follows, on the north by Big Darby Creek, on the east by the original line of the Survey, - on the south by the lands of Richard Gabriel and the heirs of Harvey Burnham deceased, and on the west by a lot now owned by Galatia Sprague, at the time of the decease of said Abram his mother Elizabeth Gabriel was possessed of a life estate in said premises but she has since died. The said decedent died leaving Sarah Ann Gabriel (who has since intermarried with Jacob Brown p) his widow, who may or may not be entitled to dower in said premises, as this Court may determine. Your petitioner further states that Sarah Jane Gabriel who is a minor is the heir having the next estate of inheritance in the said one fifth part of the premises above described from the said decedent, your petitioner prays that the said Sarah Ann Brown and Jacob Brown p. her husband and the said Sarah Jane Gabriel, the heir may be made parties defendants to this petition, that if the said Sarah Ann Brown is entitled to dower in said premises, that the same may be set off, and that your petitioner may be ordered to sell said real estate &c. and such other relief &c. by Allison & Curry Solrs. for Petr. and afterwards to wit on the 20th day of July AD 1849 the following subpoena in Chancery was issued and delivered to the Sheriff of Union County to wit. The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting; we command you to summon Sarah Ann Brown, and Jacob Brown p. her husband, and Sarah Jane Gabriel, to appear before the judges of our Court of Common Pleas at the Court House on the first day of the Term next ensuing to answer a Petition to sell land, exhibited against them by Elias Solley administrator of Abram Gabriel, deceased, and this they shall in no wise omit, under the penalty of One thousand dollars, and have then there this writ. witness James Kirkade p. Clerk of our said Court at the Court House, this 20th day of July AD, 1849. James Kirkade p. Clerk of Common Pleas and afterwards to wit on the 9th day of August AD 1849 said Sheriff returned said writ with his endorsement thereon as follows to wit, "Served this writ by delivering a certified copy thereof to each of the within named defendants August 8, 1849. Philip Snider Sheriff By William Wells, Sett. and afterwards at the August Term of said Court to wit on the 16th day of August AD, 1849. On motion to the Court by Messrs Allison & Curry Counsel for the petitioner and upon examination of the petition &c. The Court find that the said Sarah Ann Brown is not entitled to dower in said premises. It is therefore ordered that the said Elias Solley administrator proceed upon the Oaths of William B. Innes Andrew Keyes and Timothy Colwell three disinterested freeholders not of kin to either of the parties to appraise the following real estate to wit, Situate in the County of Union and State of Ohio, and being part of survey No. 5127 to wit the one undivided fifth part of a lot containing fifty four acres more or less bounded as follows, on the north by Big Darby Creek, on

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The east by the original line of the survey, on the south by the lands of Richard Gabriel, and the Heirs of Harry Burnham deceased, and on the west by a lot now owned by Galatia Sprague, and it is further ordered that the said Elias Solley proceed according to law to sell said real estate and upon the following terms to wit. One half Cash in hand and the residue in one year with interest from the day of sale to be secured by mortgage on the premises, and make return of his proceedings in the premises to the next term of this Court, to which time this Cause is continued, and afterwards to wit on the 29th day of September A.D. 1849 said Order was certified to said Administrator under the seal of said Court, and afterwards to wit on the 20th day of November A.D. 1849 returned together with the report of the appraisers and Administrator thereon as follows to wit, State of Ohio Union County ss. On the 6th day of Oct. 1849 before me personally appeared William B Irwin, J. H. Elwell and on the 8th day of October before me personally appeared Andrew Keyes, above named and made solemn Oath that they would upon actual view honestly and impartially appraise the lands and tenements described in the above Order. Sworn to before me W^m B Irwin, J. H. Elwell on the 6th day of Oct. 1849 & Andrew Keyes on the 8th day of Oct. 1849 David Burnham J.P. In obedience to the above Order from the Court of Common Pleas for the County of Union State of Ohio at the August term in which we the undersigned were appointed appraisers, to appraise one undivided fifth part of a lot fifty four acres of land named in said Order as the lands of Sarah Jane Gabriel, would report that after being ^{duly} sworn as the law directs on actual view of said premises do appraise said undivided fifth part to be worth one hundred and sixty two dollars October 6th 1849 William B. Irwin, J. H. Elwell, Andrew Keyes, Elias Solley adm^r of Abram Gabriel dec^d, vs Sarah Jane Gabriel et als, Union Com. Pleas, Petition to sell land. In pursuance of the within Order of appraisement and sale, I had the said property appraised as per the return of the appraisers hereto attached, and I afterwards gave notice of sale in due form of law and at the time and place mentioned in said notices of sale to wit, at the door of the Court House, on the 20th day of November A.D. 1849, I offered said property at public vendue, and Edward D. Spain having bid therefor, one hundred and eight dollars, and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him for that sum Elias Solley adm^r of Abram Gabriel deceased, and afterwards to wit on the 21st day of November A.D. 1849. On motion to the Court by Messrs Allison Curry atty for the petitioner and upon producing the return of the proceedings and sale made by the said petitioner as herein before ordered and the Court having examined the same and being satisfied that said sale has in all respects been legally made it is ordered that the same be and hereby is approved and confirmed, and that the petitioner execute and deliver to the purchaser a deed in full sample for the real estate so by him sold as aforesaid and the purchaser executing and delivering to the petitioner a mortgage securing the deferred payment of said sale,

Attest: James Hinkadey Clerk.

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Jacob Easterday &
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 Sally Bowersmith et al

Pleas before his Honor James L. Forbush Esq. President and Levi Phelps, James R. Smith and William W. Woods his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Marysville in and for the County of Union and State of Ohio on the twentieth day of November in the year of our Lord one thousand eight hundred and forty nine.

Be it remembered that heretofore to-wit on the 15th day of May A.D. 1844. Came Jacob Easterday and Margaret Easterday By R. B. Keale their Solicitor and filed in the Clerks Office of said Court their petition in the words and figures following to-wit. "To the Court of Common Pleas within and for the County of Union and State of Ohio. Your petitioners Jacob Easterday and Margaret Easterday (late Margaret Bowersmith) wife of the said Jacob Easterday of the County of Franklin State of Ohio, represent to the Court that Isaac Bowersmith late of this County deceased died in the month of March 1840 seized in fee simple of the following described land situate in said County to-wit. part of Survey No. 2989 in the Virginia Military district bounded as follows beginning at a white oak hickory and buckeye in the west of Craughans Survey No. 2992. Corner to Jacob Wolfords land, thence with said Wolfords line N. 80. west 72 poles to a hickory and elm corner to John Suttentons land thence with said Suttentons line S. 7 E 74 poles to a sugar tree, thence N. 80. E 14 poles to a post, witness an elm and hickory thence South 9. E. 77 1/2 poles to a stake in the line of Seldons Survey, thence with said Seldons line N. 80. 59 poles to an ash and hickory in the west line of said Craughans Survey, thence with his line N. 9 west 150 poles to the beginning, containing Sixty one and three quarter acres. Your petitioners further represent that the said Isaac in his lifetime had sold to one W. Smart and received his pay in full twenty acres off the above land which is described as follows - but for which the said Smart has not received any deed to-wit. beginning at a white oak hickory and buckeye in the west line of Craughans Survey No. 2992. South easterly Corner to Jacob Wolfords land, thence line of said Wolford connecting the course thence S. 81. 35 W 72 poles to a stake thence S. 9 E. 44 poles & four links to a stake witness two small hickories thence north 81. 35 E 77 1/2 poles to a stone in the line of said Craughans Survey, thence with his line connecting the course thence N. 9. west 44 and 4 links to the beginning, leaving forty one and three quarter acres, belonging to the said Isaac Bowersmith at his decease Your petitioners further represent that the said Isaac left no widow, but the following children and heirs who are entitled to share, and share alike in said land to-wit. Your petitioner Margaret Easterday who is of age of majority, Sally Bowersmith who resides in in this County and is of age of majority, David Bowersmith who resides in Franklin County and State of Ohio aged about seventeen years, Mary Bowersmith aged about 15 years, Jacob aged about fourteen years Isaac aged about 7 years, Sauer aged about five years, Nancy aged about nine years, all residing in the County of Union State of Ohio, and Catharine aged about eleven years who lives in the County of Knox and State aforesaid. Your petitioners pray that the above named heirs of Isaac Bowersmith may be made defendants to this petition, and that partition may be made of said premises, - and that one ninth part being the share of your petitioners in the same may be set off to them in severalty or if the same cannot be done without manifest injury that

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then such other proceedings may be had in the premises as are authorized by Law. P.B. Cole Sol for petitioners; and afterwards writ at the October Term of said Court A.D. 1844. This Cause was continued, and afterwards writ at the May Term of said Court A.D. 1845. This Cause was continued and afterwards writ at the August Term of said Court A.D. 1845 Continued under former Order, and afterwards writ at the October Term of said Court A.D. 1845. Continued under former Order, and afterwards writ on the 30th day of October A.D. 1845. the said petitioners filed herein the following notice to wit, Sally Bowersmith, Jacob David, Mary, Catharine Isaac, Sauer, and Nancy Bowersmith. Children & heirs of Isaac Bower Smith deceased. Will take notice that a petition was filed against them on the 15th day of May 1844 in the Court of Common Pleas in and for the County of Union and State of Ohio. by Jacob Easterday and Margaret his wife (late Margaret Bowersmith) and is now pending wherein the said Jacob Easterday and the said Margaret his wife demand partition of the following real estate except so much as has been sold, situate in the said County of Union and State aforesaid, part of survey No. 2989. in the Virginia Military District, beginning at a white oak hickory & buckeye in the west line of Craughans Survey No. 2992 corner to Jacob Wolfords land; thence with said Wolfords line N. 80. West 72 poles to a hickory and elm corner to John Sunkinbills land; thence with said Sunkinbills line S. 9. E. 74 poles to a sugar tree; thence N. eighty east 14 poles a post witness an elm and hickory thence S. 9 E. 77 1/2 poles to a stake in the line of Seldons Survey; thence with said Seldons line N. 80. 59 poles to an ash and hickory in the west line of said Craughans Survey. thence with his line N. 9 west 150 poles to the beginning containing six one and 3/4 acres - of which the following has sold by the decd. in his lifetime - to wit beginning at a white oak hickory and buckeye in the W. line of Craughans Survey No. 2992 S.E. corner to J. Wolfords land thence with the line of said Wolfords land correcting the course thence S. 81. 35 west 72 1/2 poles to a stake thence S. 9. E. 44. poles & 4 links to a stake witness two small hickories; thence N. 81. 35. E. 72 1/2 poles to a stone in the line of said Craughans Survey. thence with his line correcting the course thence N. 9. W. 44 poles & 4 links to the beginning containing twenty acres leaving forty one & three quarter acres for which partition is demanded, and that at the next term of said Court application will be made by said petitioners for an order that partition may of said premises July 20th 1844. Jacob Easterday, Margaret Easterday by P.B. Cole. Their attys. Upon which said notice was the following indorsements to wit. Served by copy of the within upon all of the dependants except Catharine in May 1845. State of Ohio Union Coss. Lewis Jenkins being first duly sworn by me says that the above return of service is true Oct 30. 1845 Lewis Jenkins. Sworn to and subscribed before me in open Court this 30th day of Oct. 1845. John Cassie clerk. Served by copy on the within dependant Catharine Bowersmitte August 25. 1847. Lewis Jenkins. Lewis Jenkins makes oat that the last return above is true. Sworn to and subscribed in before me this 27th day of September 1847. John Cassie Clerk; and afterwards writ at the April

Term of said Court A.D. 1846. This Cause was continued, and afterwards tried
 at the July Term of said Court A.D. 1846. This Cause was continued, and
 afterwards tried. At the October Term of said Court A.D. 1846. Continued for
 service of process on a part of the defendants, and afterwards tried at the
 May Term of said Court A.D. 1847. This Cause was continued, and afterwards
 tried at the August Term of said Court A.D. 1847. This Cause was continued
 and afterwards tried on the 6th day of October A.D. 1847. The said infant defen-
 -dants by George D. Witter their Guardian ad litem filed herein their answer
 in the words and figures following to wit: Jacob Easter day and wife vs
 Sally Bowersmith et al. Partition, and the said David Bowersmith,
 Jacob Bowersmith, Isaac Bowersmith, Nancy Bowersmith & Catharine
 Bowersmith by George D. Witter their Guardian ad litem now come and
 for answer to the said Bill of the said Jacob Easterday and Margaret his
 wife, say that &c. they cannot gainsay the matters therein alleged by
 George D. Witter their Guardian ad litem, and afterwards at the October
 Term of said Court, tried on the 6th day of October A.D. 1847. On motion
 to the Court it is ordered that, George D. Witter one of the attorneys of this
 Court, be appointed Guardian ad litem for the infant defendants
 in this case, who thereupon appeared in open Court and accepted said
 appointment. And thereupon this Cause came on to be heard upon the
 petition of Complainants and answer of the Guardian ad litem for the
 infant defendants and the other defendants still failing to appear
 answer or otherwise defend in consideration whereof, and on motion
 to the Court by R. B. Cook, attorney for petitioners it is ordered that by the Oaths
 of W. B. Swin, Absdem Legget and James Thompson partition be made
 of the premises in the petition described in the following proportions to wit
 to Jacob Easterday and his said wife one equal ninth part to Sally
 Bowersmith, one equal ninth part to the said David Bowersmith one equal
 ninth part, to the said Mary Bowersmith one equal ninth part, to Catharine
 Bowersmith one equal ninth part, to the said Jacob Bowersmith one equal
 ninth part, to the said Sauer Bowersmith one equal ninth part, to the said
 Isaac Bowersmith one equal ninth part, and to the said Nancy Bowersmith
 one equal ninth part, and it is further ordered that a writ of partition be issu-
 -ed to the Sheriff of Union County ordering him to make such partition,
 and afterwards tried on the 7th day of October A.D. 1847 a writ of partition was
 issued and delivered to the Sheriff of Union County in the words and figures
 following to wit: The State of Ohio Union County ss. To the Sheriff of said County,
 Greeting: We command you that without delay by the Oaths of W. B. Swin, A. Sig-
 -get and James Thompson, your Cause partition to be made of the following
 lands situate in the County of Union of Union Ohio, described as follows
 to wit: Survey No 2989, in the Virginia Military District, bounded as follows
 beginning at a white oak, hickory and buckeye in the west of Croughan's Survey
 No 2992 corner to Jacob Wolford's land: thence with said Wolford's line N 80 W
 72 poles to a hickory and elm corner to John Sutenbills land: thence with said
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Seldons survey thence with said Seldons line N. 80. 59 poles to an ash and
hickory in the west line of said Craughans Survey thence with his line N. 9.
W. 150 poles to the beginning containing sixty one and three quarter acres
except twenty acres of the above land which was sold to W. Smart, and
to the following persons and in the following proportions to wit, to Jacob
Casterday and his said wife an equal ninth part, to Sally Bowersmith
an equal ninth part, the said Maria Bowersmith an equal ninth part, to
the said Mary Bowersmith an equal ninth, to Catharine Bowersmith an
equal ninth part, to the said Jacob Bowersmith an equal ninth part, to said
Sara Bowersmith an equal ninth part, to the said Isaac Bowersmith an
equal ninth part, to the said Nancy Bowersmith an equal ninth part,
and that your proceedings in the premises you distinctly certify under
your hand to Our Court of Common Pleas within and for the said County
of Union together with this writ forthwith, Witness my hand and the
Seal of said Court at the Court House aforesaid this 7th day of October
A.D. 1847. John Cassel CLK, and afterwards writ on the 8th day of
October A.D. 1847. Said Sheriff returned said writ with his indorsement
thereon as follows to wit. In obedience to the within Command I have executed
this writ by the Oaths of the within named W^m B. Invin Absalom Liggett and
James Thompson, Philip Swider Sheriff. Said Commissioners report
filed therewith reads in the words and figures following to wit. Jacob
Casterday & wife vs Sally Bowersmith et al in the case of partition by the
heirs of Isaac Bowersmith we the undersigned Commissioners report
that after being duly sworn as the law directs on a actual view of the lands
described in said writ we are of opinion that sd land is not susceptible
of a fair & equal partition, and we appraise sd land to be worth ten
dollars and fifty cents per acre, as witness our hands this 8th day of
October 1847. William B Invin, James Thompson, Absalom Liggett
Commissioners; and afterwards at the October term of said Court writ
on the 8th day of October A.D. 1847. On motion to the Court by P. B. Cole
Attorney for Petitioner and upon producing the proceedings of the Sheriff
and also the report of the Commissioners herein before appointed and
the same being examined by the Court. It is ordered that the said
proceedings and there be the same are approved and confirmed by the
Court, and it appearing by the said report that the premises are not
dividable without manifest injury and the same has been regularly
appraised, and this Cause is continued for election, and afterwards
at the April Term of said Court writ April 26th A.D. 1848. In this case
neither of the parties electing to take said premises at the appraisment
It is ordered that the Sheriff of Union County proceed to sell said premises
according to the form of the statute in such case made and provided
and upon the following terms to wit. One half of the purchase money to be
paid down and the residue in one year with interest from date on
the deferred payment, to be secured by mortgage on the premises, and it
is further ordered that the parties pay the costs of this application in pro-
portion to their interest in said premises. It is also ordered that P. B. Cole

be allowed the sum of \$15.00 as attorney fee in this case which is ordered
 to be paid within thirty days & in default thereof that execution issue,
 therefor as at Law, and afterwards to wit on the 17th day of May A.D. 1848
 said Order was by the Clerk of said Court Certified to the Sheriff of Union
 County under the Seal of said. which was afterwards to wit on the 28th day of June
 A.D. 1848, returned by said Sheriff with his endorsement thereon as follows to wit
 "Received this writ May 18. 1848. in obedience to the within Command. I
 duly advertised the within described real estate for sale by publication
 in the Argus a newspaper published and in general circulation in Union
 County Ohio, for at least thirty days previous to the day of sale. I afterwards
 to wit on the 27th day of June A.D. 1848 between the hours of ten O'clock A.
 M. and four O'clock P.M. offered said real estate for sale by public outcry
 at the door of the Court House in said County, not sold for want of bidders
 Philip Snider Sheriff, and afterwards to wit at the June term of said
 Court A.D. 1848 this Cause was continued under former Order, and aft-
 -wards to wit at the September term of said Court A.D. 1848 this Cause
 was continued under former Order, and afterwards to wit on the 20th
 day of April A.D. 1849 an order of sale was duly issued by the Clerk of
 said Court, and delivered to the Sheriff of Union County, who returned
 the same on the 29th day of May A.D. 1849, as no sale for want of bidders,
 and afterwards to wit at the May term of said Court A.D. 1849 this Cause
 was continued under former Order, and afterwards to wit on the 9th
 day of July A.D. 1849 an Order of sale was duly issued by the Clerk of
 said Court, and delivered to the Sheriff of said County, who returned
 the same on the 15th day of August A.D. 1849, as no sale for want of bidders,
 and afterwards to wit at the August term of said Court A.D. 1849 this
 Cause was continued under former Order, and afterwards to wit
 on the 6th day of September A.D. 1849, an Order of sale was issued and
 delivered to the Sheriff of Union County, in the words and figures following
 to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting;
 In pursuance of an Order of our Court of Common Pleas, within and for the
 County of Union, at the April term thereof A.D. 1848 in a certain petition for par-
 -tition now pending in said Court wherein Jacob Easterday and wife is
 petitioner and Sally Bowersmith & others, are defendants, we Command
 you, as we have heretofore Commanded you, that without delay you proceed
 to sell at public auction the lands and tenements in the said petition des-
 -cribed to wit, Situate in said County of Union, part of Survey No 2989 in the
 Virginia Military District bounded as follows, beginning at a white Oak hick-
 -ory and buckeye in the west of Croghans Survey No. 2992, Corner to Jacob Wolford's
 land; thence with said Wolford's line N 80. west 72 poles to a hickory and elm
 corner to John Suttinbills land; thence with said Suttinbills line S 7. E. 74
 poles to a Sugar tree; thence N. 80 E 14 poles to a post witness an Elm and hickory
 thence South 7 E 77 1/2 poles to a stake in the line of Seldons survey; thence with
 said Seldons line N 80. 59 poles to an ash and hickory in the west line of said
 Croghans Survey; thence with his line N 9 west 150 poles to the beginning Conta-
 -ining Sixty One and three quarters acres, except twenty acres of the above

described land which was sold to W. Smart, and upon the following terms
 writ. One half of the purchase money to be paid down, and the residue in
 one year with interest from date, the deferred payment to be secured by mortg
 -age on the premises, and your proceedings in the premises you make known
 to our said Court of Common Pleas, at their next term, and have you then
 there this writ. Witness James Kirkade Jr Clerk, of said Court of Common
 Pleas, at Maysville the 6th day of September A.D. 1849. James Kirkade Jr Clerk.
 And afterwards writ on the 20th day of November A.D. 1849, said Sheriff returned
 said writ, with his endorsement thereon as follows to wit, "received this writ
 September 6th 1849. In obedience to the within Command, I duly advertised
 the within described real estate for sale by publication in the Maysville
 Tribune a newspaper published and in general circulation in Union
 County for at least 30 days previous to the day of sale. I afterwards to wit, on
 the 20th day of October A.D. 1849. (it being the day I advertised the same
 to be sold) between the legal hours of ten o'clock A.M. and four o'clock
 P.M. offered said real estate for sale at the door of the Court House in
 the town of Maysville in said County, by public auction and sold
 the same to Philander B. Cole at \$7.00 per acre he being the highest
 and best bidder therefor and that being two thirds the appraised val
 -ue thereof; Philip Snider Sheriff; and afterwards at the November
 term of said Court, to wit November the 22nd A.D. 1849 on motion to the
 Court and upon producing the proceedings of the Sheriff and the sale
 of the premises by him made in pursuance of a former order of this Court
 and the same being examined and found by the Court in all respects
 in due form of law. It is ordered that said proceedings and sale be
 and the same are hereby approved and confirmed, and that the
 said Sheriff execute and deliver to the said purchaser a deed in fee
 simple for the said lands and tenements by him sold as aforesaid
 and it is further ordered that the costs and expenses of this suit be paid
 out of the moneys in the hands of the Sheriff in the following proportions to wit,
 the said Jacob Easterday one ninth amounting to Six dollars and five cents,
 the said Sally Bowersmith, David Bowersmith, Mary Bowersmith, Jacob,
 Isaac, Sauer, Nancy & Catharine Bowersmith each a like sum of Six
 dollars and five cents, and that the said Sheriff distribute the residue
 of said moneys, between the said parties in the following proportions
 to wit, to Jacob Easterday ten dollars and seventeen cents, Sally,
 David, Mary, Jacob, Isaac, Sauer, Nancy, & Catharine, each ten dollars
 and seventeen cents and it is further ordered that the said Sheriff
 distribute to each of said parties, one ninth of the securities of the
 deferred payment to wit, to the said Jacob Easterday, one ninth sixteen
 dollars and 23rd cents, to Sally, David, Mary, Jacob, Isaac, Sauer
 Nancy and Catharine Bowersmith each one ninth being to each a
 like sum of sixteen dollars 23rd cents.

Attest, James Kirkade Jr Clerk,

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Samuel Tyler

Timothy Elwell et al

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith and William W. Woods his associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Mansfield in and for the County of Union and State of Ohio, on the Twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine,

Be it remembered that heretofore to wit on the 11th day of June A.D. 1849 came Samuel Tyler, by Messrs. Allison Henry his attorneys and filed in the Clerk's Office of Said Court his petition in the words and figures following to wit, To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Ohio. Your petitioner Samuel Tyler of the County of Union aforesaid respectively represents that he has been regularly appointed by Said Court, guardian of his minor children, Cynthia Tyler, Abi Tyler & Samuel R. Tyler, all of the County aforesaid, that his said wards have a legal right to, and are seized in fee simple of One undivided seventh part or one twenty first part each, of a certain tract or parcels of land with the appurtenances, lying and being in the County of Union and the adjoining County of Champaign, part of Survey No 7822, and bounded as follows to wit, on the north by the land of Dixon Mitchell, on the east by the lands of James Coolidge, Samuel M. Daniel and Oziel Sapham. On the south by the lands of Oziel Sapham and John M. Daniel, and on the west by the land of Mr. Gifford, containing five hundred and sixty acres more or less that the said wards derive title by inheritance from their deceased mother who was a daughter of Samuel Reed deceased, who was seized in fee simple of the premises aforesaid at the time of his death, and who died intestate And your petitioner further represents that the following persons are Coparceners with his said wards, in the said premises to wit, Timothy Elwell and Sarah Elwell his wife (formerly Sarah Reed) of the County of Union aforesaid, who own One undivided seventh part of said premises, Peter Bland and Elizabeth Bland his wife (formerly Elizabeth Reed) of the County of Union aforesaid who also own One undivided seventh part, Amos S. West and Phila M. West, his wife (formerly Phila M. Reed) of the County of Champaign aforesaid, who also own One seventh part, & Emily Reed, Mariah Reed and Rosannah Reed of the County of Champaign each One seventh part, the last two of whom are minors, The said Amos S. West, being their Guardian. Your petitioner makes the persons above named as Coparceners with his said wards, dependants to this petition, And your petitioner further represents that he is entitled to the interest of a tenant by the Curtesy, in the interest of his said wards, and Jane Miller of the said County of Union, (who was formerly Jane Reed) widow of Samuel Reed deceased, and whom your petitioner prays may be made a dependant to this petition is entitled to dower in said premises, your petitioner therefore desiring to hold his said interest and the interest of his said wards in severally, prays that partition of said lands and tenements may be made and that the dower of the said Jane Miller may be assigned in said premises; or if it should appear that partition of said lands and tenements cannot without manifest injury be made then that

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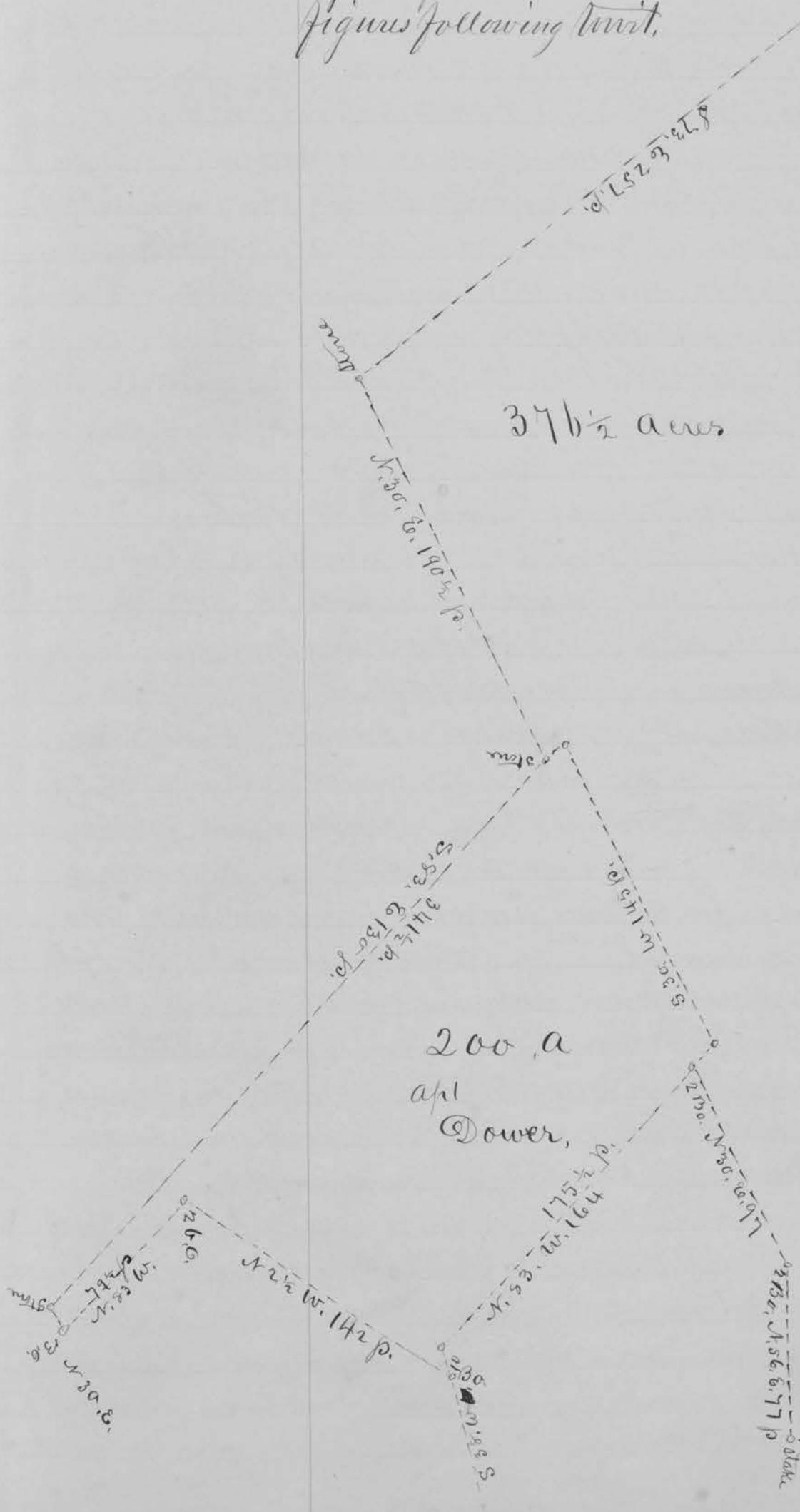
the same may be surveyed and sold, or other proper order taken in that behalf, pursuant to the statute in such case made and provided, By Allison Henry attys for Petr. and afterwards to wit on the 14th day of August A.D. 1849, the said petitioner, filed herein proof of publication of notice, in the words and figures following to wit, P. B. Cole of the County of Union being duly sworn deposes and says that a copy of the notice hereto attached was published on the 13th day of June A.D. 1849 and for 6 consecutive weeks thereafter in a newspaper called the Argus and Union County Advertiser (of which he is the editor) and that said newspaper was then in general circulation in the said County of Union. P. B. Cole, sworn to and subscribed in open Court this 14th day of August 1849, James Kirkade p. Clerk; which said notice hereto attached reads in the words and figures following to wit, In Union Common Pleas, Samuel Tyler vs Timothy Elwell et als. Petition for Partition. Timothy Elwell & Sarah Elwell, his wife, Peter Bland & Elizabeth Bland his wife, Amos S. Kist & Phila M Kist his wife, Emily Reed, Mariah Reed, Rosannah Reed, and Jane Miller, formerly wife of Samuel Reed, deceased, will take notice that a petition was filed against them on the 11th day of June A.D. 1849, in the Court of Common Pleas of Union County, Ohio, by Samuel Tyler, Guardian of Cynthia Tyler, Abi Tyler, and Samuel R Tyler, and is now pending, wherein the said Samuel Tyler, demands partition of, and assignment of down in the following real estate lying and being in the Counties of Union and Champaigne, Ohio, being part of Survey No 1822, and bounded as follows to wit, on the north by the land of Dixon Mitchell on the east by the lands of James Keledge, Samuel McDaniel, and Oziel Sapham, on the south by lands of Oziel Sapham, and John McDaniel, and on the west by the land of Wm Gifford, containing 560 acres more or less, and that at the next Term of said Court application will be made by the said Samuel Tyler, Guardian as aforesaid, for an order that partition may be made, of said premises, and the down of said Jane assigned therein. Allison & Henry attys for Petitioner, Attest James Kirkade p. Clerk, June 13, 1849; and afterwards to wit, on the 14th day of August A.D. 1849, on motion to the Court by Messrs Allison & Henry, Counsel for the petitioner, It is ordered that R Clark p. be appointed Guardian ad litem, to the infant defendants, Mariah Reed & Rosannah Reed, and thereupon, the said R Clark p. appeared in open Court accepted said appointment and filed his answer, which said answer reads in the words and figures following to wit, The answer of Mariah Reed, and Rosannah Reed, who are infants two of the defendants to the petition of Samuel Tyler, exhibited against themselves and others in the Court of Common Pleas of Union County, Ohio, by R Clark p. their Guardian ad litem: The said defendants by R Clark p. their Guardian ad litem, answering say that they are ignorant of the matters and things alleged in the petition of the said Samuel Tyler, and know of no reason why partition should not be made as prayed for, but rely upon the protection of the Court, and having thus answered they pray to be dismissed &c. Mariah Reed, Rosannah Reed, by R Clark p. their Guardian ad litem: and afterwards to wit on the 16th day of August A.D. 1849, this Cause came on to be heard upon the petition answer of Guardian

ad litem &c, and was argued by Counsel on Consideration whereof
 It is ordered that by the Oaths of William B Irwin, Elephas Burnham
 and Christopher Crauston, one full and equal third part of the lands
 in the said petition described be assigned and set off to the said Jane
 Miller, as her dower Estate and that by the like Oaths of the same William
 B Irwin, Elephas Burnham and Christopher Crauston partition be
 made of said lands subject to said dower estate in the following pro-
 portions to wit, the said Cynthia Tyler one equal twenty first part, to
 the said Abi Tyler one equal twenty first part, and to the said Samuel
 R. Tyler one equal twenty first part, the said three twenty first parts
 to be subject to the Courtesy of said Samuel Tyler, to the said Timothy
 Howell and Sarah Howell his wife one equal one seventh part, to
 the said Peter Bland and Elizabeth Bland his wife, one equal seventh
 part, to the said Amos S. Kist, and Philomelia M. Kist, his wife,
 the one equal seventh part, to the said Emily Reed the one equal sev-
 enth part, to the said Manah Reed the one equal seventh part, and
 to the said Rose Ann Reed one equal seventh part, and it is further
 ordered that a writ of partition issue to the Sheriff of Union County
 Commanding him to cause said dower to be assigned and said
 partition to be made accordingly and make report of his proceedings
 herein to the next term of this Court to which time this Cause is contin-
 ued, and afterwards to wit on the 22nd day of August A.D. 1849, a writ of
 partition was issued and delivered to the Sheriff of Union County in the
 words and figures following to wit. The State of Ohio Union County ss. To the
 Sheriff of said County Greeting; We Command you that without delay by the
 oaths of William B Irwin, Elephas Burnham, and Christopher Craus-
 ton, you cause Jane Miller to be endowed of one full equal third part of
 the following real estate to wit, a certain tract or parcel of land with the appu-
 rtenances, lying and being in the said County of Union and the adjoining
 County of Champaign, part of Survey No 7822, and bounded as follows to wit,
 On the north by the land of Given Mitchell, on the east by the lands of
 James Coolidge, Samuel M. Daniel and Oziel Sapham, on the south
 by the lands of Oziel Sapham and John M. Daniel, and on the west
 by the land of W. Gifford, containing five hundred and sixty acres
 more or less, and also that in like manner and by the like Oaths of the
 same William B Irwin, Elephas Burnham and Christopher Craust-
 on, you cause partition to be made of the same lands, subject to said
 dower Estate, among the following persons, and in the following proportions to
 wit, to Cynthia Tyler, one equal twenty first part, to Abi Tyler one equal twenty-
 first part, and to Samuel R. Tyler, one equal twenty first part, the said
 three twenty first parts to be subject to the Courtesy of Samuel Tyler, to Timothy
 Howell and Sarah Howell his wife one equal one seventh part, to Peter
 Bland and Elizabeth Bland his wife one equal seventh part, to Amos S.
 Kist, and Philomelia M. Kist, his wife one equal seventh part, to Emily Reed
 one equal seventh part, to Manah Reed one equal seventh part, and to
 Rose Ann Reed, one equal seventh part, in pursuance of an order of

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in whose
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 of the lands
 said Jane
 said William
 partition be
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 said Samuel
 first parts
 Timothy
 part, to
 equal seventh
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 equal sev
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 t, to Peter
 t, to Amos S.S.
 to Emily Reed
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 an order #

lately made in our said Court of Common Pleas, within and for the said
 County of Union in a certain petition for partition, wherein Samuel Tyler
 is petitioner and Timothy Howell et al, are defendants, and that your proce-
 dings, in the premises you distinctly Certify under your hand to our Court of
 Common Pleas, within and for the said County of Union on the first day of their
 next term together with this writ. Witness James Kirkhede Jr. Clerk of said Court
 of Common Pleas, at Mansville the 22^d day of August A.D. 1849. James Kirkhede
 Jr Clerk, and afterwards to wit on the 20th day of November A.D. 1849. Said
 Sheriff returned said writ, with his endorsement thereon as follows to wit,
 "I Executed this writ by the Oaths of the within named William B. Irwin
 Elephas Burnham and Christopher Crauston, whose report is herewith
 filed October 29. 1849. Philip's Suider Sheriff, Said Commissioners
 report filed herein November 20th A.D. 1849, reads in the words and
 figures following to wit,



In obedience to a writ of partition
 issued by the Court of Common Pleas for Union
 County Ohio, to make partition of survey
 no. 7822, among the Heirs of Samuel Reed
 we the undersigned Commissioners named
 in said writ would report that after being
 duly sworn by the Sheriff of sd County we have
 an actual view and survey of a land
 named in sd writ, ascertained the survey
 to contain 576 acres and an of opinion it
 will not bear partition as ordered in sd
 writ we therefore appraise the sd survey
 to be worth \$18.00 per acre amounting
 to \$10377. dollars we also set off to
 Jane Reed as her dower in said
 land 200 acres bounded as follows, beg-
 ining at a stone in the line of Samuel
 McDonalds Heirs corner to Edward
 Crauston, then N. 30 E. 6 p. then N. 83
 W. 79 1/2 p. to a B.C. then N. 2 1/2 W. 142 p.
 to a B.C. then S. 38 W. 10 p. then N. 83. W.
 175 1/2 p. then S. 30. W. 145 p. then S. 83. E.
 34 1/2 poles, to the beginning, which
 Dower we estimate to in cumber the
 land 11000. dollars making the land
 with the incumbrance on it worth
 9377. dollars all of which will
 appear on the plat herewith
 returned, given under our hands
 this 29th day of October
 1849. William B. Irwin
 Elephas Burnham
 Christopher Crauston,
 Commissioners

and afterwards to wit at the November Term of said Court, to wit on the 22^d day of November A.D. 1849, on motion of Messrs Allison Henry Counsel for petitioner and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners herein before appointed and the same being examined, and all the parties herein consenting thereto, and said Complainant Samuel Tyler, releases his estate by Court say. It is ordered that the said proceedings and report be and the same are hereby approved and confirmed and that the said Jane Miller widow aforesaid be endowed of the estate so assigned to her for dower as set forth by metes and bounds in said report, and thereupon the said Timothy Ellwell, electing to take said estate at the said valuation of the said Commissioners, the said estate is hereby adjudged to the said Timothy Ellwell, in fee upon the payment and securing the payment of the due proportion of the said appraised value of the said real estate to the several Coparceners, as follows to wit, to Cynthia Tyler, four hundred and forty six dollars & fifty two cents, \$446.52 cents, to Abi Tyler, the like sum of \$446.52 cents, to Samuel R. Tyler, the like sum of \$446.52 cents, to Peter Bland & Elizabeth his wife the sum of thirteen hundred and thirty nine dollars and fifty seven cents, \$1339.57 cents, to Amos S. Rist and Philomelia his wife the like sum of \$1339.57 cents, to Emily Reed the like sum of \$1339.57 cents, to Mariah Reed the like sum of \$1339.57 cents, and Rose Ann Reed the like sum of \$1339.57 cents; which several sums is to be paid by consent as aforesaid to the said persons, one half upon the execution of the deed by the Sheriff as herein ordered, and the other half to be paid in one year from the first day of April next with interest thereon from that day; to be secured by mortgages and made payable to each of the said several Coparceners as aforesaid to secure a lien on the said premises for the payment of such deferred payments, except that the whole of the said sum of \$1339.57 cents to be paid to said Mariah Reed, shall be secured by mortgage as aforesaid with interest from April first next, and payable on the 25th day of February A.D. 1851, and the whole of the said sum due as aforesaid to the said Rose Ann Reed to be in the like manner secured by mortgage payable as aforesaid to her on the 15th day of July A.D. 1853, and the said Sheriff is ordered upon the receipt of the said payments for the said several persons as aforesaid and mortgages as aforesaid to secure the deferred payments, to execute a deed in fee simple to the said Timothy Ellwell, of the said real estate according to the form of the Statute in such cases made and provided, and it is further ordered, that each of the parties hereto pay the costs herein expended taxed at _____ Dollars, which includes One hundred dollars allowed Complainants Solicitors for their services in proportion to the interest of each in the said real estate as indicated above in the division of the purchase money and value of the said land and deducted from the portion due each and accordingly paid over by the Sheriff;

Attest, James Pin Kade Jr Clerk,

Mary Jenkins, widow
 vs
 The Heirs of Lewis
 Jenkins deceased

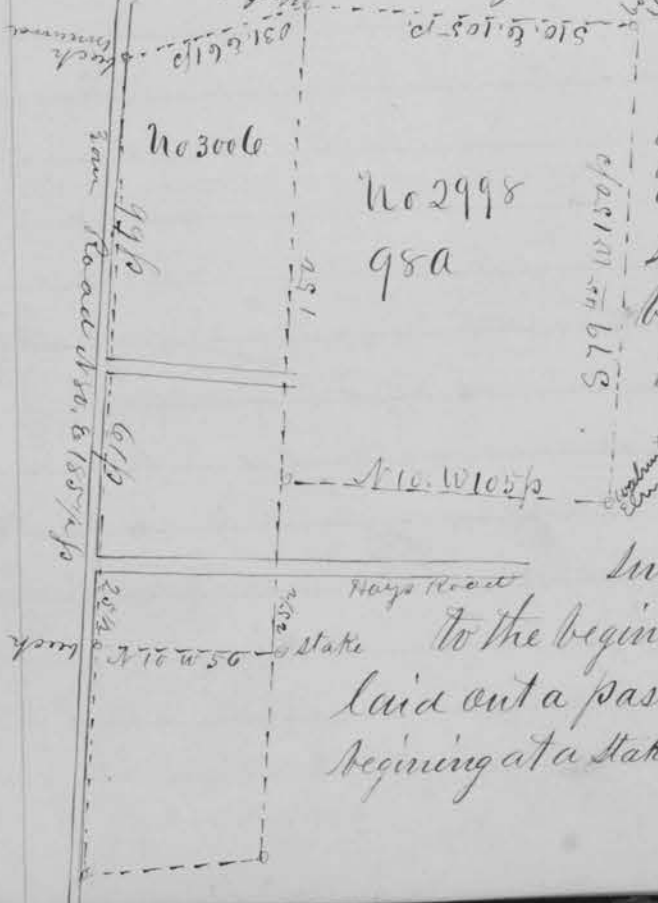
Mary Jenkins, widow
 vs
 The Heirs of Lewis
 Jenkins deceased

Pleas before his Honor, James S. Forbush Esqr. President and Levi Phelps, James
 R. Smith and William W. Woods his associates Judges at a Court of Common
 Pleas begun and held at the Court House in the Town of Mansville in
 and for the County of Union and State of Ohio, on the Twentieth day of
 November in the year of our Lord One thousand Eight hundred
 and Forty nine,
 Be it remembered that heretofore to wit on the 2^d day of June A.D. 1849
 came Mary Jenkins by Mr. Doughty her attorney and filed in the Clerks
 Office of the Court aforesaid her petition in the words and figures following
 to wit, To the Honorable Judges of the Court of Common Pleas of Union County
 Ohio in Chancery Setting, respectfully represents unto your honors, your
 petitioner Mary Jenkins of the County of Union and State of Ohio, that on or about
 the 16th day of November 1826, your petitioner intermarried with Lewis Jenkins
 of the County of Licking Ohio, that the said Lewis Jenkins departed this life on
 or about 1st day of October 1848, at the County of Union and State of Ohio, where
 he then resided and where his principal messuages were situated, leaving
 your petitioner his widow, and Louisa Jenkins wife of John Hinkle, Levi
 Jenkins, Mary Jenkins, Erastus Jenkins, Phebe Ann Jenkins, Jacob Jenkins,
 heirs at law, and entitled to the next immediate estate of inheritance in
 the lands, and tenements, hereinafter mentioned, that the said Lewis Jen-
 kins, during coverture with your petitioner was seized as an estate of
 inheritance of the following described real estate situate in the County
 of Union and State of Ohio, described as follows, being the west part
 of lot N^o 10, of Survey N^o 3006, of the Virginia Military District, beginning
 at a beech and iron wood being the N. west corner of Lot N^o 9, thence
 N. 80 E. 77 $\frac{3}{4}$ poles to a stake, thence S. 18 E. 92 poles to a stake; thence N. 80
 W. 77 $\frac{3}{4}$ poles to a hickory; thence N. 31 W. 94 poles to the beginning, contain-
 ing fifty acres, be the same more or less, also, and also that the said
 Lewis Jenkins during coverture, with your petitioner was seized as an
 estate of inheritance of the following real estate, situate in the County of
 Union and State of Ohio, described as follows, it being lot N^o 1, Survey N^o 2995
 beginning at three sugar trees and beech, S. west corner of the original survey
 150 poles to a box elder and ash, corner to lot no 6, thence N. 79. 45. E. with the
 line of lot N^o 6, 150 poles, to a walnut and red elm, and other corner N^o 6; thence
 S. 10-15 E. with the line of N^o 2, sold to William Hays, 105 poles to a blue ash and
 Elm to corner to Hays, lot, and the south line of the original survey, thence
 79. 45 W. 150 poles, to the beginning containing, 98 acres, be the same more or less,
 also, that the said, Lewis Jenkins, during coverture, your petitioner was seized
 as an estate of inheritance of the following real estate, situate in the County
 of Union and State of Ohio, described and bounded as follows, being part
 of Survey N^o 3006, of the Virginia, Military district, so usually called, beginning
 at three sugar trees and a beech the north west corner of said survey, thence north
 80. E. 267 poles, to a sugar, and ironwood, thence S. 18, East 56 $\frac{1}{2}$ poles to a sugar
 and ironwood, thence S. 80 west 252 poles to a beech and ironwood in the west line of
 said survey, thence north 31. west 63 poles to the beginning containing by estimation one
 hundred acres, being the same conveyed to Magill by Charles Johnson, by deed, in

which your petitioner is entitled to have, according to the Statute in in such case
 made and provided. your petitioner therefore prays, process of subpoena against the
 said, Sonida Hinkle, and John Hinkle, Levi Jenkins, Mary Jenkins, Erastus Jenkins
 Phoebe Ann Jenkins and Jacob Jenkins, that they may upon their Corporal Oaths to the
 best and utmost of their knowledge, remembrance, information, and belief, full true and
 perfect answer make to all and singular the matters aforesaid and that on the final
 hearing reasonable Dower in said premises may be assigned to your petitioner and that
 she may have such other and further relief in the premises as to your Honors may
 seem equitable, and your petitioner shall ever pray, J. C. Doughty solicitor for
 Complainant, and afterwards to wit on the 2^d day of June A.D. 1849, a subpoena
 was issued out of the Clerk's Office of said ^{Court} in the words and figures following to wit,
 The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: we Command
 you to summon Sonida Hinkle, John Hinkle, Levi Jenkins, Mary Jenkins, Erastus
 Jenkins, Phoebe Ann Jenkins, and Jacob Jenkins, & Lewis Jenkins, to appear before the Jud-
 ges of our Court of Common Pleas, at the Court House on the first day of the next term to answer
 a Petition for dower exhibited against them by Mary Jenkins widow of Lewis Jenkins,
 and that they shall in no wise omit, under the penalty of one thousand dollars, and have
 then there this writ, witness James Kirkcaldie Jr Clerk of our said Court, at the Court House
 this 2^d day of June A.D. 1849, James Kirkcaldie Jr Clerk of Common Pleas, and afterwards
 to wit, on the 21st day of July A.D. 1849, said writ was returned endorsed as follows to wit, served
 the within writ by reading to Sonida Hinkle, John Hinkle, Levi Jenkins, Jacob Jenkins
 Mary Jenkins, Lewis Jenkins, Erastus Jenkins, & Phoebe Ann Jenkins, on the 25th day of June
 A.D. 1849, Christian Myers, and afterwards at the August term of said Court, to wit on the 14th
 day of August A.D. 1849, this Cause came on to be heard upon the petition, answer replication &c
 and was argued by Counsel of consideration whereon, on motion to the Court by J. C. Doughty Counsel
 for the petitioner it is ordered that the said petitioner be endowed of one full equal third part of the
 lands in said petition described, and it is further ordered that a writ issue to the Sheriff of
 the County of Union Commanding him that by the Oaths of three Judicious disinterested men
 of the vicinity who are not of kin to either of said parties, he cause dower as aforesaid to be set
 off and assigned to said petitioner, according to the Statute in such case made and provided,
 and afterwards to wit on the 31st day of August A.D. 1849, a writ to assign dower was issued
 and delivered to the Sheriff of Union County in the words and figures following to wit,
 The State of Ohio Union County ss. To the Sheriff of Union County Greeting: we Command you
 that without delay by the Oaths of three Judicious disinterested men of the vicinity who are
 not of kin to either of the parties interested, you cause to be set off and assigned to Mary Jen-
 kins widow of Lewis Jenkins, late of Union County Ohio, deceased, one full equal third
 part of the following real estate Situate in the County of Union and State of Ohio, described as
 follows, being the west part of Lot No. 6, of Survey No 3006, of the Virginia Military District, beginning
 at a beech and iron wood, being the West Corner of lot No. 9, thence N. 31. E. 97 7/8 poles to a stake,
 thence S. 18 E. 72 poles to a stake, thence N. 50 W. 77 7/8 poles to a hickory, thence N. 31, W. 94 poles to the
 beginning containing fifty acres be the same more or less, also lot No. 1 Survey No. 2998, beginning
 at three Sugar trees West Corner of the Original Survey, 150 poles to a box elder and ash,
 corner to Lot No. 6, thence N. 79. 45 E. with the line of lot No. 6, 151 poles to a walnut and red elm, and
 other corner No. 6, thence S. 10. 15 E. with the line of No. 24 sold to William Hays, 105 poles to a blue ash
 Elm to corner to Hays, lot and the south line of the Original Survey thence 79. 45. W. 150 poles
 to the beginning containing 98 acres, be the same more or less, also part of Survey No 3006,

in such case
against the
Erastus Jenkins
oral Oaths to the
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Honors may
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owing to wit,
we Command
Erastus
before the Jud
A term to answer
Erastus
cars; and have
the Court House
and afterwards
to wit, served
to Erastus
5th day of June
to wit on the 14th
in replication &c
Doughty Counsel
third part of the
to the Sheriff of
interest or more
said to be set
made and provided,
or reassigned
ing to wit,
Command you
vicinity who are
to Mary Jenkins
equal third
is, described as
District, beginning
to a stake,
11, 1094 poles to the
No 2998, beginning
and ash,
red elm and
poles to a blue ash
45, 10150 poles
No 3006,

of the Virginia Military district so usually called beginning at three Sugar trees and a beech the
North west Corner of said Survey; thence north 80 & 267 poles to a sugar and ironwood thence S.
18. & 56 1/2 poles to a sugar and ironwood thence S 80. West 257 poles to a beech and ironwood in
the west line of said Survey thence north 31. west 61 poles to the beginning containing by estimation
One hundred Acres being the same conveyed to Magill by Charles Johnson by deed, In pursu-
ance of an Ordinance made in our said Court of Common Pleas, within and for the County of
Union, in a certain petition for dower wherein Mary Jenkins is petitioner and the Heirs
of Lewis Jenkins, respondents, and that in like manner by the Oaths of the same men, you
make a just and true appraisment of the yearly value of said real estate, after deducting neces-
sary expences; and that your proceedings in the premises you distinctly Certify under your hand
to our said Court of Common Pleas on the first day of their next term; and have you
then there this writ, witness James Kirkcaldie Jr Clerk of said Court of Common Pleas this
30th day of August A.D. 1849. James Kirkcaldie Jr Clerk, and afterwards writ on the 20th
day of November A.D. 1849. Said Sheriff returned said writ, with his endorsement thereon as
follows to wit: "By the Oaths of James Thompson, Charles W. White, and David Beardslee, three
judicious disinterested men of the vicinity who are not of kin to either of the parties, I have
caused to be set off, and assigned to the within named Mary Jenkins, a share dower estate
to much of the real estate within described as is contained, within the following boundaries
to wit, beginning at a stake in the road, S.W. Corner to the lot thence with the south line
thereof N 80. E. 185 1/2 poles to a stake opposite a beech on the south side of the road, thence
N. 10 W 56 poles to a stake in the line of William Hays land being the Original line of the survey
thence with said line S 80. W 205 poles to the Original N.W. Corner of the survey thence
with the west line thereof S 31. E 61 poles to the beginning containing sixty eight acres,
also laid out a pasway from the road, on the south line of the lot beginning at a stake
99 poles from the S.W. Corner from thence running N. 1 W to the south line of the lot of 98 acres
in survey No 2998. The above described lot being the entire dower of the said Mary Jenkins, in
the 3 lots named in this writ being part of surveys No 3006, 2998 and 50 acres of 3006 which
will more fully appear reference being had to Surveyors plat which is herewith filed, and
by the Oaths of the same men, the yearly value of the real estate within described estimating
the same from the 2nd day of June 1849, to the 8th day of September 1849, is justly and
truly appraised at \$76.20 after deducting necessary expences. September 5th
1849. Philip Sudder Sheriff of Union County. Said Surveyors plat reads in the
words and figures following to wit.



Surveyors under a writ of dower by Order of the Sheriff
of Union County Ohio, to set of dower of Mary Jenkins
widow of Lewis Jenkins late of said State County and set
of the same on survey No 3006 as follows, beginning at
a stake in the road S.W. Corner to the lot, then with the
south line thereof N 80. E 185 1/2 poles to a stake opposite a
beech on the south side of the road then N 10. W. 56 poles
to a stake in the line of William Hays land being
the Original line of the survey then with said line
S. 80. W. 205 poles to the Original N.W. Corner of the
Survey then with the west line thereof S 31. E. 61 poles
to the beginning, containing Sixty eight acres, and also
laid out a pasway from the road on the south line of the lot
beginning at a stake 99 poles from the S.W. Corner from there running

N. to the south line of the lot of 98 acres in survey No. 2998, the above described lot being the entire dower of the said Mary Jenkins in the three lots named in said writ being part of survey No. 3006, 2998 and 50 acres of 3006 which will more fully appear on the above plat September 8th 1849. W^m B Irwin Cont. Surveyor, W. C. C. and afterwards writ to the November Term of said Court, writ on the 22^d day of November A. D. 1849, on motion to the Court by Mr. Doughty, Counsel for the petitioner and upon producing the proceedings of the Sheriff, the appraisement of the Commissioners and the assignment of dower to the petitioner made in pursuance of a former order of the Court, and the same being examined. It is ordered that said proceedings appraisement and assignment of dower be and the same are hereby approved and confirmed, and that the said Mary Jenkins stand endowed of so much of said real estate as is contained within said assignment and bounded as follows, to wit beginning at a stake in the road S. W. corner to the lot, thence with the south line thereof N 80, E. 135 1/2 poles to a stake opposite a beech on the south side of the road thence N. 10, W 56 poles to a stake in the line of William Hays, land being the original line of the survey thence with said line S 80, W 205 poles to the original S. W. corner of the survey thence with the west line thereof S. 31, E 61 poles to the beginning containing sixty eight acres, also laid out a passway from the road on the south line of the lot beginning at a stake 99 poles from the S. W. corner, from thence running N. 10, W. to the south line of the lot of 98 acres in survey No. 2998 the above described lot being the entire dower of the said Mary Jenkins in the 3 lots named in said writ, being part of surveys No. 3006, 2998, and 50 acres of 3006, which will more fully appear reference being had to surveyors plat, and it is further ordered that a writ of seizure issue to said Sheriff, commanding him to deliver to said Mary Jenkins full possession of the premises assigned to her as aforesaid and it is further ordered that the said defendants, in thirty days from the rendition of this decree pay to the said Mary Jenkins, the sum of twenty five dollars and forty cents the one third of the yearly value of said real estate from the 2^d day of June 1849, and also the costs of this writ taxed at _____ Dollars be paid by the parties in the following proportions to wit, by the said heirs of Lewis Jenkins dec'd, two thirds thereof; and by the said petitioner one third, and in default thereof that execution issue therefor as upon judgments at law.

Attest. James Kirkade p Clerk,

Samuel Ken
Application for
insolvent law &c.

Pleas before his Honor, James S. Torbert, Esq., President and Levi Phelps, James R. Smith and William Woods, his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Twentieth day of November in the Year of Our Lord one thousand Eight hundred and Forty nine,
Be it remembered that hitherto to wit on the 2^d day of June A. D. 1849, came Phelps Under Sheriff of said County and filed in the Clerks office of said Court a certificate of Insolvency & return of Sheriff, which reads in the words and figures following to wit,

...bea lot being the
...ing part of survey
...the above plat
...is bound to the
...D. 1849. on motion
...receiving the proce
...ignment of
...nt, and the same
...assignment
...that the said
...contains
...a stake in the
...85 1/2 poles to a
...oles to a stake
...urvey thence
...urvey thence
...g sixty eight
...ie of the lot
...unning N.
...bove describe
...named in
...e. which will
...s further order
...him to deliver
...to her as afore
...lity days from
...the sum of
...arly value of
...Costs of this
...in the following
...to things thereof;
...of that execu

...helps, James
...Common Pleas
...in and for
...ember in
...e,
...Came Philips
...Court a certifi
...s following to wit,

I, James M. Wilkinson Master Commissioner of the Court of Common Pleas of the County of Union and State of Ohio as Commissioner of insolvents do hereby certify that Samuel Kerr has this day complied with the law for the relief of insolvent debtors that he has made the requisite affidavit Schedule of his debts and an inventory and delivery of said property as required by Act, and this application has been made pursuant to the eighth section of said law, but was not required by me to give bond, and therefore none was given. Given under my hand this second day of June A.D. 1849. James M. Wilkinson, Master Commissioner. I certify the above to be a true copy of a certificate presented to me by the above named Samuel Kerr, Philip's Snider Sheriff. By Order of the Judges of the Court of Common Pleas of Union County in session June 2^d 1849. I took into my custody Samuel Kerr, who applied for the benefit of the insolvent act, and having received a certificate of having complied with the requisition of said act, and in obedience to such certificate I discharged the person therein named, Philip Snider Sheriff, and afterwards toward on the 14th day of August, A.D. 1849, the said Master Commissioner filed herein a report in the words and figures following to wit, "Copy of the record, schedules, inventories, and oath of Samuel Kerr, an applicant for the benefit of the act for the relief of insolvent debtors, June 2^d 1849. This day came Samuel Kerr, who is in custody of Philip Snider Sheriff of Union County Ohio, and made application to me James M. Wilkinson, Master Commissioner in Chancery (there being no Commissioner of Insolvents in said County,) for a certificate to exempt his body from liability to imprisonment for debt and thereupon delivered to me a schedule in writing of all debts by him owing specifying the names of the persons to whom due, together with questions and answers as required by law, and also his affidavit, together with an assignment of a lot of books as all of his property belonging to him at this time, being satisfied that the applicant has delivered up all his money and property, and has committed no fraud by disposing of any money or property and that the application has not been made to remove his body out of the jurisdiction of the Court. He was not required by me to give bond and thereupon I gave to said applicant a certificate exempting his body from imprisonment for debt as provided for by the law for the relief of insolvent debtors. July 31st 1849, advertised in the Argus notice that a copy of the record and papers in this case would be returned to the Court of Common Pleas on the 14th day of August A.D. 1849. July 31st 1849 advertised notice of sale of the books delivered to me to be made on the 15th day of August A.D. 1849 by publication in the Argus. Copy of schedule of debts owing by Samuel Kerr, June 2^d 1849. Mary Lane Seeper, a judgment in the Court of Common Pleas of Union County Ohio, for \$150.00 and Costs of Suit, in said Court, John Butterfield note for \$56.00, J. C. Baker amt not known, D. A. Silver Bond 17.00 the foregoing is a true and accurate schedule of all debts owing by me, according to the best of my knowledge and belief, Signed ^{June 2, 1849} Samuel Kerr, a copy of questions and answers reduced to writing by the Commissioner, questions put by said Commissioner and answers by the applicant. Question what are your circumstances at this time. Answer, I am insolvent and under arrest. Question, What is the situation of your property. Answer, I have none but a few school books at my mothers residence in Wierford Centre, Question, what are the causes which occasioned your insolvency, answer, in part they are caused by the expenses that necessarily accrued in the study of medicine and in part by the strict and judgment.

against me in the Court of Common Pleas of Union County, Ohio, at the May Term thereof A.D. 1849. a Schedule of all property of every kind and description real and personal in possession, remainder or reversion, to which I, Samuel Kerr, have any claim or demand, One Geography and Atlas, One Grammar (Kirkhams) One Hales History of the United States (I think) One English reader, One Bible, One Basters Saints rest, the foregoing is a true and accurate inventory of all my property as stated above. Samuel Kerr, I Samuel Kerr, do hereby assign all my right title and interest to the above named property to James M. Wilkinson, Master Commissioner of the Court of Common Pleas, of Union County, and State of Ohio, this 2^d day of June A.D. 1849. Samuel Kerr, Copy of Oath. I, Samuel Kerr, do swear that I was not arrested, nor am I now in custody of an Officer, at the suit of Mary Jane Seiper by any Collusion or Combination with the said Mary Jane Seiper, or with any other person; that I have delivered up and assigned to the Master Commissioner in Chancery of the Court of Common Pleas, of the County of Union and State of Ohio, as Commissioner of Insolvents all the property that I have or claim any title to, or interest in that the Schedules, and inventory of any property rights and Credits, by me made, contain, as far as I know or believe a full description of all my property rights, Credits, and Claims in possession, remainder or reversion, (the necessary wearing apparel of myself excepted) and also all my bonds, notes, Contracts in writing and other Contracts in which I am beneficially interested and that I have delivered the same to the Commissioner; and also my books of account and all written evidences of my right or title to any property whatsoever, and that I have not, directly or indirectly at any time, sold conveyed or disposed of for the use of any person, any money or property, debt right or claim or intrusted the same to, or with any person, thereby to defraud my Creditors, or any of them, or to secure the same, so that I or my heirs, or any other person, shall receive or expect any profit, or advantage therefrom, Signed Samuel Kerr, Sworn to and subscribed, before me this 2^d day of June A.D. 1849 James M. Wilkinson, Master Commissioner of Chancery.

Fees Schedules, inventories	
records &c	.90
Certificate	25
advertising 2 notices	1.00
Copies	.90
	<u>\$3.05</u>
Rec James M. Wilkinson Applicant	2.00
	<u>\$5.05</u>

I do hereby certify that the foregoing is a true copy of the Record, Schedule, Inventory, assignment and oath made in the aforesaid application, under the act, entitled an act, for the relief of Insolvent debtors, as taken by me at the day and date aforesaid, Given under my hand this 14th day of August A.D. 1849 James M. Wilkinson Master Commissioner in Chancery.

and afterwards to wit on the 15th day of August A.D. 1849, the said Master Commissioner filed herein proof of publication of notice in the words and figures following to wit, State of Ohio Union County ss. J. W. English makes solemn Oath that the notices hereto attached were published in the Argus and newspaper published and in general circulation in the County of Union for fifteen days immediately succeeding the 31st of July, 1849, J. W. English, Sworn to and subscribed before me this 15th day of August 1849, J. M. Wilkinson J.P. which said notices reads in the words and figures following to wit, Notice is hereby given that on the 2^d day of June 1849 Samuel Kerr, made application for the benefit of the act for the relief of insolvent debtors, a copy of the Schedules, inventory, oath, and examination of said applicant and a copy of the record of the Commissioner in the case, will be filed with the Clerk of the Court of Common

Pleas of Union County, Ohio, on the 14th day of August 1849, being the first day of the next term of said Court. James M. Wilkinson, Master Commissioner of said Court, July 31 1849, Public Sale - I will offer for sale on the 15th day of August 1849, at 10 o'clock A.M. a small lot of books the property of Samuel Kerr, an applicant for the benefit of the act for the relief of insolvent debtors. L. M. Wilkinson, Master Commissioner in Chancery, July 31, 1849, and afterwards writ on the 15th day of August A.D. 1849, said Master filed herein a report of sale in the words and figures following to wit, August, 15, 1849, This day I sold the books, assigned to me by Samuel Kerr and insolvent debtor agreeably to the act for the relief of insolvent debtors as follows to wit.

Titte of Book.	Purchasers names.	Price at which sold
One Geography & atlas	Levin Griffin	\$100. 18 ³ / ₄
One English read.	John Griffith	" 10
One history of the United States	Thomas Peacock	" 37 ¹ / ₂
One Life of Sir Walter Raleigh	William Gabriel	" 15
One Baxters Saints rest	Thomas Peacock	" 30
One Bible	J. M. Dauporth	" 25
		<hr/> \$1. 36 ¹ / ₄

having previously advertised the same fifteen days in the Argus and Union County advertisers, James M. Wilkinson Mas. Com. in Chancery, and afterwards to wit on the 15th day of August A.D. 1849, the said Samuel Kerr by Mr Doughty his Solicitor filed herein his petition in the words and figures following to wit. To the honorable the Judges of the Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery sitting; respectfully represent unto your honors, your Orator Samuel Kerr, of the County of Union and State of Ohio, that in or about the second day of June, eighteen hundred, and forty nine, did make application to the Commissioner of insolvents of the County of Union aforesaid - and that your Orator further represents unto your honors that he did then and there give up all property, monies, and Credits, for the benefit of his Creditors in accordance, with the Statutes in such cases made and provided, and did receive his Certificate from the Commissioner, and your Orator further represents unto your honors that notice has been given in accordance, with Statutes, regulating application for insolvency, and your Orator further asks - and prays your honors to grant relief in accordance with said sec. of the Statutes, in such cases and that your honors, will grant a final Certificate of insolvency, and such other - and further relief, as to your honors shall seem fit. J. G. Doughty Solicitor for petitioner - and afterwards to wit, at the August Term of said Court A.D. 1849, this Cause was continued, and afterwards to wit, at the November Term of said Court to wit on the 22nd day of November A.D. 1849, this day came the said Samuel Kerr by Mr Doughty his attorney, and the Creditors of the said Samuel Kerr, being three times solemnly called came not but made default, therefore it is ordered that a final Certificate be granted to said Samuel Kerr, protecting him from arrest and imprisonment upon the debts in his said schedule set forth pursuant to the Statute in such case made and provided ordered, that said Certificate be stayed till payment of the Costs herein, taxed against the said Samuel Kerr, to

Dollars, cents,

Attest. James Kirkadee Jr Clerk,

David Wood Jr
vs
James M. Troy +
Zachariah M. Troy

Pleas before his Honor James S. Sorbent, Esq. President and Levi Phelps, James R. Smith
and William W. Woods his associates Judges, at a Court of Common Pleas begun and held
at the Court House in the Town of Marysville in and for the County of Union and State
of Ohio on the Twentieth day of November in the year of Our Lord One thousand
Eight hundred and forty nine,

Be it remembered that heretofore to wit on the 20th day of September A.D. 1848 came
David Wood Jr. and filed in the Clerks office of said Court a Transcript in the
words and figures following to wit.

David Wood Jr
vs
James M. Troy & Zachariah M. Troy

Justices fees Sum -	.12
Sub -	.36
Sub -	.32
Appidavit -	.25
Adgt. -	.10
Suba -	.16
Sub -	.44
Sub -	.68
Verine witnesses	.78
de Jury	.24
Adgt.	.25
Witnesses present on 1 st day appearanc I Avery, Geo Hombbeck, David Danforth, Theodorus Green, Geo Hall A Newland, Saml Wood Barnet Bennett, E Hammond, Nathaniel Stewart, David Sprague, Galatia Sprague, Const. Fees, Sub.	1.30
Sub -	.75
Sub -	.25
Sub -	2.00
Sub -	.75
Verine	.50
1 days attend	.50
Witnesses present on 2 nd days appear, Galatia Sprague, David Sprague A Newland, Saml Wood B. Bennett, E Hammond N. Stewart, D. Danforth, J. Green L. Avery, Geo Hombbeck, Geo Hall W. Gladhill, Asa Clark, Hugh Stickney A. Heminger, Wallace Herd J. Hartshorn, John Raymond.	

Bill of Costs Charged to Plt.

Witness Fees	15.50
Jury do	3.00
Const. do	7.12 1/2
Justices do	3.93 3/4
Total	\$29.56

Costs Charged to dept for
witnesses not examined

Hiram Danforth	.50
W. Herd	.50
Jacob Craford	.50
Total	\$1.50

Bill of particulars filed For damages 99.99. Summons
issued June 27 1848, returnable July 8th 1848. at 1. O. C. P.M.
ret. ind. served the within by copy on the 27. left with depts
son fees travel so service 20 copy 12th (4th), E. Hammond
Const. subpoena issued by order of plt. for David Danf
orth, Lewis Avery, Geo Hombbeck, Wm Page, David
Sprague, ret. ind. personally served this writ by reading
to the within named persons fees, travel 70 service 60 (130)
E. Hammond Const. subpoena issued 6th July 1848 by Order
of plt. for Geo Hall, Andrew Newland, Saml Wood
Barnet Bennett, E Hammond, Nathaniel Stewart,
ret. ind. personally served this writ by reading, B. Bennett
& A. Newland, demands fees, which I paid, Fees travel
25. Service 50 (75) E Hammond Const. July 8. 1848.
Deft. appeared & filed his affidavit that he had ma-
terial witnesses out of the County and asked an adjourn-
ment, which was granted trial adjourned until July
9 1848. 1. O. C. P.M. subpoena issued by Order of plt.
for Galatia Sprague & David Sprague. ret. indorsed
served this writ by reading fees travel 5. Service 20. (25)
E Hammond Const. subpoena issued by Order of plt.
July 16. 1848. for Andrew Newland, Saml Wood,
Barnett Bennett, E. Hammond, Nathaniel Stewart
David Danforth, J. Green, L. Avery, Geo Hombbeck, sub
ret. ind. served this writ by reading, B. Bennett, J. Green
G. Hombbeck, & A. Newland, demands fees, Newland
& Bennett paid, fees (120), E Hammond Const.
subpoena issued by Order of Deft. for Geo. Hall, A.

Newland, W. Gladhill, Tho^s Herd, Hugh Stickney, Wallace Herd, Asa Clark, D.
Danforth, W. Herd, J. Raymond, A. Heminger, John M. Troy, Silas Hartshorn, Jacob
Craford, John Hix, subpoena ret. ind. served this writ by reading to all except Thomas
Herd, John Hix & John M. Troy, not found fees \$2.00 July, 19. 1848. 1 O. C. P.M. parties
appeared & deft. demanded a Jury therefore the parties struck & chose the following
persons, good & lawful men as Jurors venire issued to E Hammond Const, returna-
ble 19th July 1848. 1. O. C. P.M. venire ret. ind. served the within on J. Baughan, N.
Raymond, W. Baughan, Tho^s Clark, A. Gleason, Amos Underwood, fees 70 E Hammond
Const. the following good & lawful men sworn & impaneled as Jurors, Tho^s Clark,
Asa Gleason, Jeremiah Baughan, Nathaniel Raymond Amos Underwood,

+ W^m M Baughan. July 19th 1848. 1 O.C.P.M. parties present & trial had, Galatia Sprague, David Sprague, A Newland, Saml Wood, B. Bennett, E Hammond, Nathaniel Stewart, D Danforth, J. Green, L Avery, Geo. Hornbeck, Sworn & examined as witnesses in behalf of the plt. + Geo. Hall, William Gladhill, Asa Clark, Hugh Stickney, Andrew Herringer, Wallace Herd, John Raymond, S. G. Hartstrom on the part of the def. after hearing the above witnesses testimony, the Jury returned & delivered their verdict in open Court of no Cause of action therefore. Judgt. is rendered against plt. for costs, taxed at twenty nine dollars & fifty six cents. In the action of David Wood Jr. against James & Zachariah M^cAlroy, & Moses Dean, acknowledge myself bail for the Appellant in the sum of Seventy five dollars to be levied of my goods Chattels, Land & Tenements, in case the Appellant shall be condemned in the action & shall fail to pay the condemnation money and costs that have accrued & costs that may accrue in the Court of Common Pleas signed Moses Dean taken signed & acknowledged, before me this 27 day of July 1848. M^cH. Wadhams, S^r for Liberty Township Union Co. State of Ohio Union Co. Liberty Township 52. I do hereby Certify that the above is a full & true copy from my docket of the proceedings had by & before me in the above case, M^cH. Wadhams S^r for the aforesaid Township; and afterwards tried at the May Term of said Court A.D. 1849, this Cause was continued, and afterwards tried on the 11th day of July A.D. 1849, the said David Wood Jr. by Messrs Allison & Henry his Attornies filed herein his declaration in the words and figures following to wit, "The State of Ohio Union County ss. Court of Common Pleas, September Term A.D. 1848, David Wood, Complain of James M^cAlroy and Zachariah M^cAlroy in a plea of assumpsit, for that whereas the said James M^cAlroy and the said David Wood, on the 8th day of October A.D. 1845, at Union County aforesaid, executed and entered into an Article of Agreement under seal, whereby, in Consideration of certain Stipulations on the part of said Wood, therein contained, said James M^cAlroy, was bound to build for said Wood a house in manner and form as in said agreement described and in a workman like manner and of good materials, and to the performance of the Stipulations of said agreement the said parties thereto were thereby bound under the penalty of all the damages, sustained by either party thereto; and the said James M^cAlroy, did thereafter and before the 8th day of December 1845, at said County, build for said Wood a house, which building purported to be done and made in pursuance of said agreement, but the said Wood, believing the same to have been unskillfully and unfaithfully done, not in a like manner and not of good materials, then and there refused to accept the same as a proper and legal performance of said James M^cAlroy's part of said agreement; and the said Wood therefore, then and there, made preparations to bring suit against the said James M^cAlroy for the said supposed violation of said agreement. And the plaintiff avers that the said James M^cAlroy and Zachariah M^cAlroy, on the 8th day of December 1845, at the County aforesaid, in Consideration that the said David Wood would forbear to bring suit which he was preparing as aforesaid to bring against the said James M^cAlroy, executed to said Wood a written instrument whereby they promised and warranted that plaintiffs house should not fail for the space of three or four years for want of any goodness of the material or workmanship of the mason work or materials for the walls thereof, and promised that they would pay to the plaintiff all the damages, which he might sustain from any want of workmanship or goodness in the materials of which said house was built; of which said

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 Hartstrom, Jacob
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instrument so executed as aforesaid by said James M. Elroy and Zachariah M. Elroy the following is a substantial Copy, to wit: "This is a compromise between James M. Elroy and David Wood with regard to building a brick house by said M. Elroy, on said Wood's premises. We the subscribers do by these presents bind ourselves jointly to pay to the said Wood all the damages he shall sustain from any want of workmanship or for goodness in the materials of which said house is built on the condition of this obligation is such that we the subscribers is to warrant said house to not fail for the space of three or four years for want of any goodness or workmanship of the mason work or materials for the walls. I witness whereof we have hereunto set our hands this 8th day of December 1845. James M. Elroy, Zachariah M. Elroy, attest David Danforth, and the plaintiff avers that then and there and always thereafter he the said Wood, in consideration of the said execution of said instrument by said James M. Elroy and Zachariah M. Elroy, did forbear and refrain from bringing said suit against said James M. Elroy, which he the said Wood was preparing to bring as aforesaid; and the plaintiff further avers that afterwards and before the expiration of the term or space of three or four years mentioned in said instrument executed as aforesaid by said James M. Elroy and Zachariah M. Elroy, and before the commencement of this suit, at the County aforesaid, said house mentioned in said instrument executed as aforesaid by said James M. Elroy and Zachariah M. Elroy proved and was found to be deficient and bad in workmanship and in the materials of which the same was built, by reason whereof the wall under the kitchen part of said house failed, and whereby the plaintiff hath been greatly damaged; yet the defendants, although often requested so to do, have not nor hath either of them paid to the said plaintiff the said damages nor any part thereof, to the damage of the said plaintiff ninety nine dollars and ninety nine cents; and thereupon he brings suit &c. By Allison Henry, His attorney; and afterwards to wit on the 25th day of July A.D. 1849 the said defendants by Mr. Conly their attorney filed herein their plea in the words and figures following to wit: "James M. Elroy and Zachariah M. Elroy, vs. David Wood Union Common Pleas. And the said James M. Elroy and Zachariah M. Elroy, Comes and defends and says that they did not assume, and promise in manner and form as the said David Wood, hath declared against them, and of this they put themselves upon the Country, and the said David Wood doth the like by Mr. Conly their atty; and afterwards to wit at the August term of said Court A.D. 1849, this cause was continued, and afterwards at the November Term of said Court, to wit on the 23rd day of November A.D. 1849, this day came the parties by their attorneys and thereupon came a Jury to wit, Frederick Parthomer, Sanford M. Hill, David Welsh, Samuel Tyler, William Orr, Charles Halloway, Augustus Carrol, Wesley Arvine, John Reid 3rd, William Loyer, Adam Richey, and Perry Buck, who being sworn and sworn the truth to speak, upon the issue joined between the parties, upon their oaths do say that the said James M. Elroy and Zachariah M. Elroy, did assume and promise in manner and form as the said David Wood, hath complained against them and they assess the damages of the said David Wood, by reason thereof to forty five dollars, therefore it is considered that the said David Wood, recover of the said James M. Elroy and Zachariah M. Elroy, the said sum of forty five dollars, his damages aforesaid in form

aforesaid assessed and also his costs in this behalf expended taxed to dollars
 cents, and thereupon came the defendants and filed their motion in
 arrest of judgment, which was overruled, and the defendants to the opinion of
 the Court and then overruling said motion in arrest, the defendants excepted, said
 motion in arrest reads in the words and figures following to wit, David Wood, vs James
 M. Stroy, Zachariah M. Stroy, In assumpsit, and now come the depts. & move the Court
 to arrest the judgment in this case for the following reasons, 1. Because the evidence
 of the plaintiff was improperly received & the evidence did not relate to any matter
 about which the plff. had a right of action, 2. Because no right of action had
 accrued or could accrue on the contracts set out in the declaration or offered in evidence
 3. The contract of guaranty in evidence was executed and no right of action had accrued on
 it. 4. The proceedings are otherwise irregular, defective & illegal by Daugherty & Lawrence Depts
 attys. Said Bills of exceptions taken by Depts. read in the words and figures follo-
 wing to wit, David Wood, vs James M. Stroy, Zachariah M. Stroy, In assumpsit.
 Be it remembered that at the November Term A.D. 1849 of the Court of Common Pleas
 of Union County Ohio, the defendants filed a motion in arrest of judgment
 which motion the Court overruled, to which ruling the defendants exe-
 cepted & their exceptions is allowed & sealed & made part of the record, J. J. Forbush
 Esq. Levi Phelps Esq. James R. Smith Esq. W. M. Wood Esq. David Wood, vs. James M. Stroy &
 Zachariah M. Stroy, In assumpsit in the Court of Common Pleas of Union County
 Ohio, Be it remembered that on the trial of this cause at the November Term of the Court
 of Common Pleas A.D. 1849 the said David Wood, to maintain the issue on his part off-
 ered in evidence the Contracts hereto annexed, marked A & B & made part hereof
 & proved their execution to which evidence the depts. objected on the ground that the
 kitchen was not embraced in the guaranty provided for in Contract B but the Court overruled
 the objection & admitted said Contracts in evidence, the plff. then proved that defen-
 dant James M. Stroy, erected the buildings described in said Contract annexed
 marked A and offered testimony tending to prove that the cellar wall of the kitchen
 building described in said Contract A was defective in workmanship and materials
 & that the same had failed in consequence thereof to all which Depts objected on the
 ground that said kitchen was not embraced in the Contract B but the Court
 overruled the objection & received the testimony, and the Jury having rendered a
 verdict against the Depts, the Depts moved the Court for a new trial because of the
 improper testimony introduced as aforesaid, which motion was overruled
 & judgment entered on the verdict to all of which Depts excepted & prayed that
 said exceptions might be allowed which is done and the same is made part
 of the record, J. J. Forbush Esq. Levi Phelps Esq. James R. Smith Esq. W. M. Wood Esq. Said Exhibits
 refer to in the foregoing bill of exceptions, marked A & B read in the words and figures follo-
 wing to wit, Article of agreement made and entered into this 8 day of October 1845, between
 James M. Stroy, of the first part and David Wood of the second part, both of the County of Union
 and State of Ohio, witnesseth as follows viz, that the said M. Stroy doth agree to find
 brick lime and sand necessary for building a brick house and masonry etc for the same
 and build a brick house of the following description in a workmanlike manner of good
 materials 15 feet wide and 32 feet long two story high the lower story 8 feet in the clear
 and the upper story 7 1/2 feet high in the clear the foundation to be 18 inches deep
 there is to be a kitchen on the back of said house 16 feet wide and 20 feet long one

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Story high 8 feet in the clear with a cellar under the same 6 feet in the clear under the
 sleepers and is to complete the same that is the mason work of laying up the walls by
 the first day of December next. Furthermore the said M^cAlroy is to make an oven in the kitch-
 en and a stone chimney from the square of the upright part of said house for which
 the said Wood is to pay extra for the same a reasonable price that is the oven attached
 the kitchen chimney, not the stone chimney. There is also to be one chimney in one
 end of the upright part of said house also there is to be one brick partition in the two story
 part of the house and the said Wood has the privilege of any alterations he sees proper by
 paying extra for the same which is not named in the following conditions of payments
 the said Wood doth for his part agree to find all the window and door frames ready
 made on the ground also the sleepers and joise and rafters all prepared to lay in to said
 house and kitchen and the said parties are jointly to assist each other in laying in
 said joise and sleepers and rafters all to be ready when called for by M^cAlroy. The said
 Woods is to dig out the cellar and foundation ditch ready for laying the wall when
 called for for and in consideration for the building of the aforesaid house and labour
 the said Wood agrees to pay the said M^cAlroy three hundred and ten dollars in the
 following payments first is to be a good warrantee deed of forty nine acres and one
 hundred and three poles being the same that Mazy Vance deed to sd Wood the
 20th day of Jan 1845 being 34 acres and 60 poles also fifteen acres and 43 poles deeded
 to said Woods by M^r Herd dated March 11th 1839 at four dollars per acre, sixty
 dollars in trade at the appraisment of John Raymond and Israel Lockwood by
 the first of June next or before as can be agreed on, the balance in cash or money
 &c. currency by the first day of June next, all of which we bind ourselves under the
 penalty of all the damages sustained by either party witness our hands and seals
 the day and year first above written. James M^cAlroy Esq David Wood Esq
 attest David Danforth. Rec^d May 15th 1846. of David Wood p all the trade part in this
 article except four dollars and 80 cents and to full satisfaction of the land and
 fifty dollars of the cash that makes to full satisfaction of the hole except the ex-
 tra labor and materials in said house James M^cAlroy. This a compromise between
 James M^cAlroy and David Wood with regard to building a brick house by sd M^cAlroy
 on sd Woods premises we the subscribers do by these presents bind ourselves jointly
 to pay to the said Wood all the damages he shall sustain from any want of work-
 manship or goodness in the materials of which said house is built off. The condition
 of this obligation is such that we the subscribers is to warrant said house to not fail for
 the space of three or four years for want of any goodness of the materials or workmanship of
 the mason work or materials for the walls. Witness whereof we have hereunto set our
 hands this 5th day of December 1845. James M^cAlroy. Zachariah M^cAlroy attest David
 Danforth.

Ex. 13

Attest. James Rivickas p clerk,

E L Reynolds
 vs
 Samuel Hawley

E. S. Reynolds vs Samuel Hawley

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Maysville in and for the County of Union and State of Ohio on the Twentieth day of November in the year of our Lord one thousand Eight hundred and Forty nine.

It is remembered that heretofore to wit on the 6th day of August A.D. 1849 came E. S. Reynolds and filed in the Clerks office of the Court aforesaid the following transcript to wit.

E. S. Reynolds	Suit an account which is too tedious to copy, the amount of Debt is \$35.90 Credit on same 2.62 balance claimed \$33.28
vs	
Samuel Hawley	January 13th 1849 the defendant Samuel Hawley appeared without process and confessed judgment on account of which the above
Debt \$33.28	is the amount due the plaintiff whereupon judgment is rendered
Docket entry .10	against Samuel Hawley the defendant for the sum of thirty
Cost judgment .12 1/2	three dollars and twenty eight cents in favor of the plaintiff
Execution .25	Elisha S. Reynolds and costs of suit taxed at 25 per cent. Execution
Cost paid .25	issued Jan'y 13th 1849 & handed to plaintiff and called in Jan'y
2d Execution .25	20th 1849 by the Justice the defendant giving bail for stay of exe-
J. M. fees .20	cution. In the action of Elisha S. Reynolds against Samuel
Transcript .31	Hawley, S. Galatia Sprague do acknowledge myself bail for

Samuel Hawley for stay of execution for the sum of thirty three dollars and twenty eight cents debt & ninety five per cents costs to be levied of my goods and Chattels, Lands and tenements if default be made in the Condition following which is that the said Samuel Hawley, shall pay the amount of the judgment rendered in the action aforesaid together with the interest and the costs that may accrue. Galatia Sprague. Taken signed and acknowledged before me this 20th day of January A.D. 1849. D. Burnham JP. June 14, 1849, execution issued & handed to J. L. Miller Constable & returned endorsed as follows the within named defendant hath not any personal property whereof I can make any part of this Execution but the suggestion is that he hath real estate July 13th 1849 fees for service 20. J. L. Miller Const. August 16th 1849 It is suggested to me by the Plaintiff that the defendant is possessed of lands liable to levy and sale on execution. State of Ohio Union County Union Township ss. I do hereby Certify that the foregoing is a full and true Copy from my docket of the proceedings had by and before me in the above case, August 6, 1849. David Burnham JP of the aforesaid Township, and afterwards to wit on the 6th day of August A.D. 1849. The following writ of Scire Facias was issued and delivered to the Sheriff of Union County to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting: E. S. Reynolds. On the 13th day of January A.D. 1849 recovered a judgment before D. Burnham one of the Justices of the peace within and for the said County of Union for the sum of thirty three dollars and twenty eight cents debt and twenty two per cents costs of suit against Samuel Hawley, upon which said judgment an execution was issued by the said D. Burnham and returned ^{personal} no property found whereon to levy but the defendant is possessed of real estate subject to his debts as to us appears by a transcript of said judgment and proceedings filed in our Court of Common Pleas.

Ls.

within and for the said County of Union. We therefore Command you that you make known to the said Samuel Hawley to appear before our ^{said} Court of Common Pleas on the first day of the next term thereof, 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 consider of him in this behalf, and have you then there this writ. Witness James Kirkade for Clerk of our said Court of Common Pleas at Mansville the 6th day of August A.D. 1849. James Kirkade for Clerk, and afterwards writ on the 13th day of August A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows, to wit, served this writ August 11. 1849, by delivering to the within named Samuel Hawley a certified copy thereof. Philip Snider Sheriff, and afterwards writ at the August Term of said Court A.D. 1849. This Cause was continued, and afterwards writ on the 20th day of November A.D. 1849. The defendant is ruled to show cause by tomorrow morning at 9 o'clock why execution should not issue, and afterwards writ on the 23rd day of November A.D. 1849. This day came the said E. S. Reynolds by Messrs. Allison & Curry his attorneys, and the said Samuel Hawley though solemnly called came not but made default. Therefore it is considered that the said E. S. Reynolds upon the judgment aforesaid have his execution against the said Samuel Hawley of the debt and costs aforesaid with interest thereon according to the Statute in such Case made and provided, to be levied of the goods and Chattels lands and tenements of the said Samuel Hawley, and also that the said E. S. Reynolds recover against the said Samuel Hawley his costs in this behalf expended taxed at Dollars.

Attest, James Kirkade for Clerk,

✓
Walter Marshall
vs
John M. Robinson

Ls

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith, and William W. Woods his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, on the Twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore writ on the 14th day of August A.D. 1849, Walter Marshall by A. C. Doughty his attorney sued out of the Clerk's Office of the Court aforesaid the following writ of summons to wit, The State of Ohio Union County ss. To the Sheriff of said County Greeting, We Command you to summon John M. Robinson, if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Mansville forthwith to answer unto Walter Marshall in a plea of assumpsit damages Two hundred and forty dollars, and have you then there this writ. Witness James Kirkade for Clerk of said Court at Mansville, the 14th day of August A.D. 1849. James Kirkade for Clerk, upon which said writ was the following endorsement to wit, writ brought on note of hand given by defendant to plaintiff or order two hundred and twelve dollars and fifty cents dated on the

and you that
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Common Pleas of
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to dated on the

29th day of March 1847, and due on or before the first day of April 1848, with an endorsement
of thirty dollars dated June 13th 1845, also for goods sold and delivered money had and rec-
eived, for work and labour done, for land sold to the defendant, J. G. Doughty atty for
Plaintiff, and afterwards writ on the 18th day of August A.D. 1849 said Sheriff
Returned said writ with his endorsement thereon as follows, to wit, Served this writ
August 18. 1849 by leaving a certified Copy thereof at the residence of the within named
defendant, Philip Snider Sheriff, and afterwards writ on the 25th day of September
A.D. 1849 the said plaintiff by H. G. Doughty his attorney filed herein his declaration
in the words and figures following to wit, State of Ohio Union County ss. In Union
Common Pleas, August Term A.D. 1849 Waller Marshall complains of John M
Robinson, in a plea of assumpsit, for that whereas the said John M. Robinson on
the twenty ninth day of March A.D. 1847 at Union County aforesaid made his prom-
isory note in writing and delivered the same to the said Waller Marshall, and
thereby promised to pay to the said Waller Marshall an order for hundred
and twelve dollars and fifty cents, on or before the first day of April A.D. 1848,
next after the date of said note upon which said promisory note there is an under-
sement of thirty dollars, dated June 13th A.D. 1845, which period has now elapsed
and the said John M. Robinson, then and there in consideration of the premises,
promised to pay the amount of said note to the said Waller Marshall, according
to the tenor and effect thereof, And also for that whereas the said John M. Robinson,
on the second day of April A.D. 1848, at the County of Union was indebted to the
said Waller Marshall, in two hundred and forty 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 forty dollars for the price and
value of work then and there done and materials for the same provided, by
the plaintiff for the defendant at his request, and in two hundred and forty
dollars for money then and there lent by the plaintiff to the defendant at his
request, and in two hundred and forty dollars, for the price and value
of land then and there sold by the plaintiff to the defendant at his request,
and whereas the defendant afterwards on the first day of August A.D. 1849
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 damages, of the plaintiff, two hundred and forty dollars,
and thereupon he brings writ, by H. G. Doughty his atty, and afterwards writ on the 23rd day of Novem-
ber A.D. 1849, leave to amend declaration, and afterwards writ on the 23rd day of November A.D. 1849,
This day came the said Waller Marshall by Mr Doughty, his attorney, and the said John M. Robinson,
through solemnly called Came not but made default, whereupon it is considered that the said
plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring
a jury and the Court being fully advised in the premises do assess the damages, of the said plaintiff to
two hundred and one dollar, and eighty three cents, therefore it is considered that the said pla-
intiff recover of the said John M. Robinson, the said sum of two hundred and one dollar and
eighty three cents, his damages aforesaid in form aforesaid assessed and also his
costs in this behalf expended taxed at _____ dollars _____ cents, and by
consent of parties, it is ordered that execution be stayed until after the next term of this Court,
Attest, James Kirkade p Clerk,

Thomas Clark
vs
David Wood Jr.

Plas before his Honor, James L. Fort, Esq. President, and Sen. Phelps, James R. Smith and William W. Woods, his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twentieth day of December in the year of our Lord One thousand Eight hundred and Forty nine. Be it remembered that heretofore to wit on the 29th day of May A.D. 1849 came David Wood Jr. and filed in the Clerks Office of said Court the following Transcript to wit. Thomas Clark vs David Wood Jr. Bill of particulars filed for trespass & damage, amount claimed \$75.00. Thereupon I issued a summons 31st October for appearance on the 4th day of November 1848, at 10 O.C. P.M. Summons returned indorsed served this writ by leaving an attested copy with defendants wife, fees travel 10, Copy 12^{1/2} (32^{1/2}) C Hammond Const. Subpoena issued by Order of Jt. for Tho^s Hurd, A. Heminger, J. M. Hroy, A. Stickney, Saml Wood, John Clouse, Nancy Clark, John M. Hroy, & Levin Griffin. Subpoena ret. indorsed served this writ by reading fees travel, 65. Service 90. (155) C Hammond Const. November 4th 1 O.C. P.M. parties appeared & defendant asked for an adjournment & it was adjourned until Saturday the 25th Nov. 1848 at 1 O.C. P.M. all the above witnesses present except John M. Hroy. Subpoena issued by Order of Plaintiff for Nancy Clark, Hugh Stickney, Thomas Hurd, John Clouse, Samuel Wood, J. M. Hroy, A. Heminger, John M. Hroy, Joseph A. Safford & Jackson Gladhill. Subpoena ret. indorsed personally served this writ by reading, fees travel 60, Service 100 (160) C Hammond Const. Subpoena issued by Order of Deft. for Ara Gleason, Moses Dean, John Griffith, Polly Griffith, Samuel Wood, Abigail Wood, David Lockwood, Reuben Frazell, Levin Griffin, Nathaniel Stewart, Wallace Hurd, Subpoena returned indorsed served this writ by reading to the within named persons by me David Wood Jr. November 25th 1848. 1 O.C. P.M. parties present and plaintiff asked for a Jury, thereupon the parties struck, and chose the following men as Jurors, Israel Altman, Francis Henderson, W. Hurd, John Raymond, John Parsons & Charles Brooks. and venire issued delivered to C Hammond Const. trial adjourned until Jan 4th P.M. November 25. 4 O.C. P.M. venire returned indorsed personally served this writ by reading fees travel 10, Service 60. (70) C Hammond Const. thereupon the following good and lawful men appeared and was empanelled & sworn Jurors, Israel Altman, Francis Henderson, W. Hurd, John Parsons, John Raymond & Charles Brooks. all the above witnesses sworn and examined as witnesses except A. Heminger, & John M. Hroy. after hearing the testimony the Jury returned a verdict against defendant for fifty dollars damage, thereupon judgment is rendered against defendant for fifty dollars. damage & the costs taxed at.

Justices fees.	Constables fees.	Witness fees.
Summon 12 ^{1/2}	On Sum 32 ^{1/2}	Tho ^s Hurd - 1.00
1 st subpoena .44	1 st Subpoena 1.55	A Heminger .50
2 ^d do .48	2 ^d do 1.60	J. M. Hroy 1.00
adjournment .10	Summon Jury .70	A Stickney 1.00
3 ^d subpoena .50	1 day attendance .50	Saml Wood 1.00
2 ^d adjournment .10		John Clouse 1.00
venue .25		Nancy Clark 1.00
appearing witness .60		Levin Griffin .50
Judgt. .25		Jos. A. Safford .50
<u>\$2.86^{1/2}</u>	<u>\$4.67^{1/2}</u>	Jackson Gladhill .50
		<u>8.00</u>
		\$18.54

Witnesses by Order of Deft.	Total	notice of an appeal given
Moses Dean .50	Justices fees 2.00	by deft. in the action of Thomas
Ara Gleason .50	Constables do 4.67	Clark against David Wood Jr
John Griffith .50	Jury fees 3.00	& Benjamin Sparks do acknowledge
Polly Griffith .50	Witnesses first 2.00	myself bail for the appellant
Abigail Wood .50	Bail Bond .25	
David Lockwood .50	Total 23.28	
Reuben Frazell .50	this transcript 31	
Nathaniel Stewart .50	Total \$23.59	
Wallace Hurd .50		
<u>\$4.50</u>		

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 29th day of May
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 Order of Dept.
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 and bench issued
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Special given
 of Thomas
 David Wood
 to acknowledge
 appellant

in the sum of One hundred dollars to be levied of my goods chattels lands & tenements in
 case the appellant shall be condemned in the action & shall fail to pay the Condemnation
 money & costs that have accrued or may accrue in the Court of Common Pleas. Bluff
 Sparks taken signed and acknowledged this 30th day of Nov. 1848, before me M. H.
 Madhams J.P. State of Ohio Union County Liberty Township ss. I do hereby certify that the foreg-
 oing is a full true copy from my docket of the proceedings had by & before me in the foregoing Cause
 M. H. Madhams J.P. of the aforesaid townships; and afterwards to wit on the 9th day of July A.D.
 1849. the said Plaintiff by Mr. Doughty his attorney filed herein his declaration in the words
 and figures following to wit, Thomas Clark vs. David Wood Jr. Union Common Pleas, May Term A.D.
 1849. Thomas Clark Complain of David Wood Jr. in a plea of case. for that whereas the defendant before
 and at the time of the damages and injury to the plaintiff herein after mentioned wrongfully and inju-
 riously kept a certain Bull to wit. At the County of Union aforesaid, he the defendant then and there
 well knowing that the said Bull then was of ferocious, treacherous, and mischievous nature and that
 it was dangerous, and improper, to allow the said Bull to go at large, and unconfined and not
 properly secured. yet the defendant whilst he kept the said Bull as aforesaid, to wit on or about the tenth
 day of October A.D. 1848 at the County aforesaid wrongfully, carelessly and improperly suffered the said Bull to go
 at large and unconfined without being properly secured and without taking due and proper care
 and precaution to secure the same in that behalf and which said Bull did then and there break
 into the enclosure of the said plaintiff and did then and there attack, wound, hurt, injure and
 kill a certain Gray mare of the said plaintiff, whereby the said Gray mare being of great
 value to wit of the value of seventy five dollars, became and was of no use profit or value to the said plaintiff
 thereafter to wit at the County of Union aforesaid. and whereas also heretofore to wit on or about the tenth
 day of October 1848. at the County aforesaid the said defendant wrongfully and injuriously kept a certain
 Bull he the defendant then and there well knowing that the said Bull was then of ferocious
 and mischievous nature and that it was dangerous and improper to allow the said Bull to
 go at large, and unconfined, and not properly secured, yet the defendant whilst he kept the
 said Bull, as aforesaid to wit on the day and year last aforesaid at the County aforesaid
 wrongfully, carelessly and improperly suffered the said Bull to go at large, and unconf-
 ined, without being properly secured, and without taking due and proper care or pre-
 caution to secure the same in that behalf and which said Bull did then and there
 attack, wound hurt, and injure a certain other Gray mare, of the plaintiff of great val-
 ue, to wit of the value of seventy five dollars, by means, whereof, the said Gray mare, of
 great value to wit of the value of seventy five dollars, then and there did and became
 of no value to the said plaintiff to wit at the County of Union aforesaid to the damage
 of the plaintiff seventy five dollars, and thereupon he brings his suit, By S. Doughty
 his atty. and afterwards to wit on the 18th day of July A.D. 1849. the said Defendant
 by M. Crawford his Attorney, filed herein his plea in the words and figures follow-
 ing to wit. Union Common Pleas, May Term A.D. 1849. David Wood Jr. Ads. Thomas
 Clark, In Case, and the Deft. now Comes and says, that he is not guilty of the trespass
 and damage as the Plff. hath in his declaration thereof alleged against him and
 of this he puts himself upon the Country and the Plff. doth the like By S. W. Crawford
 his atty. and afterwards to wit on the 16th day of August A.D. 1849 at the August Term
 of said Court, continued at Defendants Costs by Consent of parties judgment
 for Costs, and afterwards at the November Term of said Court, to wit on the
 23rd day of November A.D. 1849. this day came the parties by their attorneys and
 thereupon came a jury to wit, Charles M. Robinson, Frederick Parthomer, Sanford

W. Hill, David Melsh, Samuel Tyler, Charles Halloway, Augustus Canol, Westley Ammin, William Sayer, John Reed 3^d, Adam Richey, and William Hays, who being empanneled and sworn the truth to speak upon the issue joined between the parties, upon their oaths do say that the said David Wood p. is guilty in manner and form as the said Thomas Clark hath complained against him, and they assess the damages of the said Thomas Clark by reason of the premises to forty dollars. Therefore it is considered that the said Thomas Clark recover of the said David Wood p. the said sum of Forty dollars, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at _____ dollars _____ cents

Attest: James Runkade p Clerk,

Robson S. Brown
vs
Jacob A. Parthomer

Pleas before his Honor, James S. Torbert Esq. President, and Levi Phelps, James R. Smith and William W. Wood his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio on the Twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that herebefore to wit on the 18th day of May A.D. 1849. Came Jacob A. Parthomer and filed in the Clerks office of said Court the following Transcript to wit:

R. S. Brown	State of Ohio Union County ss. Suit brought on note for One hundred dollars due on or before the 1 st day of November 1844 dated July 22 1844. Said note is endorsed, received on the within thirty dollars July 22 ^d 1844. Received December 17 1844 ten dollars, November 16 1845
Jacob A. Parthomer	Summons issued returnable on the 14. day of November 1845 at 10
Judge — \$75.00	O'clock A.M. which summons was returned by W. J. Brophy Const.
Summons .12 1/2	Endorsed served by reading to the within named Jacob A. Parthomer.
Satisfaction .10	fees 15. Nov. 16 1845. W. J. Brophy Const. November 14 th 1845 the defend
Judgment .12 1/2	ant failed to appear and make any defence it is therefore considered
Bail Bond, 25	by me that the plaintiff R. S. Brown, recover of the defendant, Jacob
This transcript, 31	A. Parthomer, a judgment by default, for the sum of Seventy five dollars and Costs of
7 1/4	Suit. In the above suit of R. S. Brown against Jacob A. Parthomer, I, James Runkade p

do acknowledge myself bail for the said Jacob A. Parthomer, for an appeal to the Court of Common Pleas in the sum of One hundred dollars to be levied on my goods and Chattels lands and tenements if in case the said Jacob A. Parthomer, fail to pay the judgment together with the interest & Cost. that may accrue in the Court of Common Pleas. James Runkade p Taken Signed and acknowledged before me this 22^d of November 1848, James Turner J.P. The State of Ohio Union County ss. I hereby Certify the within Transcript to be a Correct Copy from my docket this 18. day of May A.D. 1849. James Turner, Justice of the peace, and afterwards to wit at the May Term of said Court, A.D. 1849. In this case the defendant is ruled to put in other security to the acceptance of the Clerk within 30 days from the rising of this Court, and afterwards to wit on the 26th day of June A.D. 1849. the said defendant filed herein the following Bond, to wit. Know all men by these presents that we Jacob A. Parthomer and James E. Hammett, are held and firmly bound unto R. S. Brown in the sum of One

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James R. Smith
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Joseph Const,
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hundred and sixty dollars, to the payment of which well and truly to be made we do
herely jointly and severally bind ourselves our heirs executors and administrators seal-
ed with our seals and date this 25th day of June A.D. 1849. The condition of the above obligat-
ion is such that whereas there is now pending in the Court of Common Pleas of Union County
Ohio an appeal from the docket of James Sumner a Justice of the Peace for said County
Upon a certain judgment rendered by said Justice in favor of said Brome and aga-
inst the said Jacob A. Parthomer for the sum of seventy five dollars, and costs of suit amou-
nting to 91¹/₄ cts. Now if the said Jacob A. Parthomer shall pay the full amount of the debt
or damages and costs which may be adjudged against him in said action, then this
obligation shall be void, otherwise in full force and virtue in Law. Jacob A. Parthomer
Lead James E. Harriott Seal. approved June 26, 1849. James Knitt Clerk, and
afterwards to wit on the 7th day of July A.D. 1849. the said plaintiff By Miss Allison Henry his
attornies filed herein his declaration in the words and figures following to wit, The State of Ohio
Union County ss. Court of Common Pleas. May Term A.D. 1849. R.S. Brome Complaines of Jacob
A. Parthomer in a plea of assumpsit, for that whereas the said defendant on the twenty second
day of July A.D. 1844 at the County of Union aforesaid, made his promisory note in writing,
and delivered the same to the plaintiff and thereby promised to pay to the said plaintiff or order,
One hundred dollars on or before the 1st day of November A.D. 1844, 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 plaintiff according to the tenor and effect
thereof. And also for that whereas the said defendant on the 1st day of October A.D. 1848 at
the County aforesaid was indebted to the plaintiff in One hundred dollars for the price
and value of goods then and there bargained and sold by the plaintiff to the defendant
at his request, And in One hundred dollars for certain lands and premises with the
appurtenances then and there bargained sold and released by the plaintiff to the defen-
dant at his request, And in One hundred dollars for money found to be due from the
defendant to the plaintiff on an account then and there stated between them, And
whereas the defendant afterwards on the day and year last aforesaid at the County
aforesaid, 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 disre-
garded his promises, and hath not paid the said several sums of money, nor either of
them nor any part thereof, to the damage of the plaintiff One hundred dollars, and
therefore he brings his suit &c. By Allison Henry his attys. and afterwards to wit, on
the 25th day of July A.D. 1849 the said defendant by Mr Doughty his attorney filed
herein his plea and notice in the words and figures following to wit. Jacob A.
Parthomer ads R.S. Brome. In Union Common Pleas. May Term A.D. 1849.
and the said Jacob A. Parthomer Comes, and defends. and says that he did not assu-
me and promise in manner and form as the said R.S. Brome hath declared
against him and of this he puts himself upon the Country and the said R.S. Brome
doth the like. By A.C. Doughty, his atty. The plaintiff will also take notice that the
defendant on the trial of this Cause will give in evidence and insist that the plain-
tiff did obtain the said note in the declaration described through fraud and
misrepresentation and that the land so described in the third Count of the declaration
mentioned with the appurtenances bargained, sold and released by the plaintiff
to the defendant, at his request, that said plaintiff had no right, title, interest or
control to sell or otherwise dispose of, and that the said note given for the payment

of the said land, so set forth in the declaration was fraudulently obtained, J.C. Doughty, att for deft, and afterwards tried at the August Term of said Court A.D. 1849. This Cause was continued, and afterwards at the November Term of said Court tried on the 23rd day of November A.D. 1849. This day came the parties by their attorneys and submitted this Cause to the Court upon the issue joined between the parties and the Court being fully advised in the premises, do find that the said Jacob A. Parthemer, did assume and promise in manner and form as the said Robson & Brown hath complained against him and by Consent of parties they assess the damages of the said plaintiff by reason thereof to fifty dollars. Therefore it is considered that the said plaintiff recover of the said Jacob A. Parthemer, the said sum of Fifty dollars his damages aforesaid in form aforesaid assessed, and also his Costs in this behalf expended taxed at _____ Dollars. and by Consent of parties it is ordered that execution be stayed for nine months,

Attest. James Kirkcaldy Clerk,

John D. Pollock
vs
Levi Lyon

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith and William W. Woods, his associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio, on the Twentieth day of November in the year of our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 11th day of August A.D. 1849, John D. Pollock by Messrs Allison Henry his attorneys sued out of the Clerks office of the Court aforesaid the following writ of Scire Facias to wit, The State of Ohio Union County ss. To the Sheriff of Union County Greeting, Whereas John D. Pollock, lately tried at the July Term A.D. 1848, in our Court of Common Pleas, within and for the County of Union, by the judgment of the same Court recovered against Levi Lyon, Fifty four dollars and fifty four cents for his damages, which he had sustained by reason of the not performing certain promises and undertakings then lately made by the said Levi Lyon, to the said John D. Pollock; and also ninety two dollars, and sixty two cents for his Costs and Charges by him about his suit in that behalf expended; whereof the said Levi Lyon, is convicted as appears to us of record, and now on the behalf of the said John D. Pollock, in our said Court of Common Pleas, we have been informed, that although Judgment be thereupon given, which he avers still remains in full force and effect, in no wise set aside, reversed, paid off or satisfied, yet execution of the damages, and Costs aforesaid still remain to be made to him wherefore the said John D. Pollock, hath besought us to provide him a proper remedy in this behalf; and we being willing that what is just in this behalf should be done, Command you that you make known to the said Levi Lyon, that before the Judges of our said Court of Common Pleas, on the first day of their next term to show cause if he has or knows of any thing to say for himself, why the said John D. Pollock, ought not to have his execution against him of the damages and Costs aforesaid, according to the force form and effect of the said

James Elliott
vs
Henry S. Lang

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recovery, if it shall seem expedient for him so to do; and further to do and receive what
our said Court shall then and there consider of him in this behalf; and have you then there
this writ. Witness James Kirkkadee Clerk of said Court of Common Pleas, at Mansville
the 11th day of August A.D. 1849. James Kirkkadee Clerk, and afterwards writ, on the
14th day of August A.D. 1849. Said Sheriff returned said writ with his endorsement
thereon as follows to wit, Served this writ August 13, 1849, by delivering a certified
Copy thereof, to the within named defendant, Philip Under Sheriff, and afterwards
to wit at the August Term of said Court A.D. 1849 this Cause was continued, and
afterwards at the November Term of said Court, to wit, on the 24th day of November
A.D. 1849. This day came the said John D. Pollock, by Messrs Allison Henry his attor-
neys and the said Levi Lyon, though solemnly called came not but made default
therefore it is considered that the said John D. Pollock, have his execution against
the said Levi Lyon of the damages and Costs aforesaid according to the force and
effect of the said recovery, and also that the said John D. Pollock, recover ~~of~~
against the said Levi Lyon, the sum of _____ Dollars for Costs
about his suit in this behalf expended,

Attest, James Kirkkadee Clerk,

R. Smith and
gun and
unity of Union
in Lord

James Elliott
vs
Henry S. Carey

Pleas before his Honor James S. Fort et al. President, and Levi Phelps, James R.
Smith, and William W. Woods his associates Judges, at a Court of Common
Pleas begun and held at the Court House in the Town of Mansville in and for the
County of Union and State of Ohio. On the Twentieth day of November in the year
of our Lord One thousand Eight hundred and Forty nine,
Be it remembered that heretofore to wit on the 8th day of August A.D. 1848
came James Elliott By Messrs Allison Henry his Solicitors and filed in
the Clerks Office of the Court aforesaid his Bill in Chancery in the words
and figures following to wit, To the Honorable, Court of Common Pleas, in and
for the County of Union, When in Chancery sitting, Humbly Complaining, Your
Orator James Elliott, of the County of Franklin and State of Ohio represents
and states to the Court, that on the seventh day of June A.D. 1842, by the judgment and con-
sideration of the Court of Common Pleas, in and for the County of Madison, Ohio, he recovered
as well the sum of Six hundred and two dollars and eleven cents for his damages, as also
the sum of \$167 for his Costs and Charges, against James Guy, and John Nagley of said
Madison County, and David Chapman then of said County of Union, but now a
resident of the State of Iowa, upon which said judgment the accruing Costs amount
to \$15.77 which said judgment and accruing Costs still remain wholly due
and unpaid, and said judgment in full force, Your Orator further represents that
said Guy, Nagley and Chapman have no goods, Chattels, lands or tenements subject to
any execution by which said judgment can be in whole or in part satisfied all
of which has been tested by the proper process, legally issued for the satisfaction of said
judgment, the said James Guy, since the rendition of said judgment, has been
discharged, by a Certificate of Bankruptcy, Your Orator further represents, that on or
about the 30th day of April A.D. 1847, one Abner Chapman of the County of Union

D. 1849, John
Clerks Office
State of Ohio
K. lately to wit
the County of
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aforesaid, executed and delivered his promissory note for three hundred and eighty four dollars and sixty nine cents to the said David Chapman which was payable ten months after the date thereof aforesaid, with interest which note is now due and wholly unpaid, and a valid claim against the said Abner Chapman your Orator charges that said note is still in truth and in fact the property of the said David Chapman, that the said David Chapman fraudulently combining with one Henry S. Carey, who your Orator is informed resides some where in the State of Iowa, in order to conceal the same from his creditors, made an assignment of said note to the said Henry S. Carey, who is a son-in-law of the said David Chapman, that said Carey, aiding and assisting his said father-in-law to conceal the said property of the said David, and to keep said note, from the satisfaction of your Orators, said judgment, has commenced suit upon said note, on the law side of this Court, in the name of the said Henry S. Carey, which suit is now pending, that said Carey was wholly unable to purchase said note, bona fide, and has paid nothing, but is to pay the same to the said David when collected, in tender consideration whereof and in as much as your Orator is remediless at law, your Orator therefore prays that the said Henry S. Carey, Abner Chapman and David Chapman, may be made defendants hereto; that they may be compelled to answer all and singular the allegations herein contained the same as fully as if put by specific interrogatories; and that on the final hearing of this cause, the said assignment of said note to the said Henry S. Carey, may be declared to be fraudulent and void as against your Orator; that said Abner Chapman may be decreed to pay the full amount of said note with the interest due thereon to your Orator in part satisfaction of his said judgment; that the said Henry S. Carey, may be enjoined from receiving any portion of the money due on said note and the said Abner from paying any of said money to the said Carey, and such other and further relief, as equity and good conscience may require, and as in duty bound he will ever pray &c. By Allison Murray & Backus Soltrs. for Compt. and afterwards to wit On the 9th day of August AD 1848, the following Subpoena in Chancery was issued and delivered to the Sheriff of Union County, to wit, The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting, we command you to summon Abner Chapman to appear before the judges of our Court of Common Pleas, at the Court House, on the first day of the term next ensuing to answer a bill in Chancery exhibited against him as by James Elliott, and this he shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ, witness John Cassil, Clerk of our said Court, at the Court House, this 9th day of August AD, 1848, John Cassil Clerk of Common Pleas, and afterwards to wit On the 14th day of September AD, 1848, said Sheriff returned said writ with his endorsement thereon as follows to wit, Served this writ by delivering a certified copy thereof to the within named Abner Chapman, September 12, 1848, Philip's Sinder Sheriff, and afterwards to wit On the 23rd day of September AD, 1848, the said Complainant filed herein proof of publication of notice, in the words and figures, following to wit, personally appeared P. B. Cole in Open Court and made solemn Oath that the notice hereto attached was published for six consecutive weeks commencing on the 9th day of August AD, 1848 in the "Argus" a weekly newspaper published in Union County Ohio, and that said newspaper was in general circulation in said County. P. B. Cole Sworn to and subscribed

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This 23^d day of September A.D. 1848. John Cassil CLK. said notice thereto attached reads in the words and figures following to wit. Chancery Notice Henry S. Cary and David Chapman are hereby notified, that on the 5th day of August 1848. James Elliott of Franklin County, Ohio, filed in the Clerks office of the Court of Common Pleas, of the County of Union, Ohio his Bill in Chancery, against them and one Abner Chapman setting forth, that on the 7th day of June 1842 he recovered a judgment against the said David Chapman with others, in the Court of Common Pleas of Madison Co., Ohio for the sum of \$62.11 and costs; that said judgment is still unpaid and in full force, that the said David Chapman and the other defendants to said judgment have no property subject to execution, that said David Chapman is in fact the owner of a note against the said Abner Chapman for \$384.69 dated April 30th 1847; and on which suit has been commenced in the name of the said Henry S. Cary, and is now pending in said Union Co. Common Pleas. The Bill charges that the transfer of said note by said David Chapman to said Henry S. Cary, was fraudulent and void as against the creditors of said David Chapman, and prays that the said Abner Chapman may be compelled to pay the amount due on said note to the said James Elliott, in part satisfaction of his said judgment. By Allison Henry, J. C. Backus his Soltis, August 9, 1848. and afterwards to wit, at the September Term of said Court A.D. 1848. proof of publication of notice, filed and this cause continued, and afterwards to wit on the 11th day of May, A.D. 1849, the said Henry S. Cary by Messrs. Clet Mitter his attornies filed herein his answer in the words and figures following to wit. The separate answer of Henry S. Cary to a bill in Chancery exhibited against him & others by James Elliott. And the said Deft. saying &c. now comes and for answer saith, that he hath no knowledge of the judgment alleged in Complt. said Bill, to have been obtained by Complt. against James Guy, John Nagley & David Chapman in Madison County Com. Pleas, that it may or may not be true as set forth in said Bill, and further answering the Deft. says, that he does not know whether or not the said Guy, Nagley & Chapman have goods & chattels & lands & tenements, subject to levy an execution by which said judgment (if any has been obtained) might wholly or in part be discharged, that he has no knowledge concerning the discharge of James Guy by Certificate of Bankruptcy as stated in Complt. said Bill. And further answering the Deft. says that he admits, that on or about the 30th of April 1847, Abner Chapman gave his promisory note to David Chapman, for \$384.69 payable ten months after date with interest. But Deft. denies that said note is in truth & in fact the property of David Chapman as charged in Complt. said Bill; the Deft. admits that the said David Chapman assigned said note him (the Deft) but denies any fraudulent intention on his part or any fraudulent combination with the said David Chapman in order to conceal said note from the creditors of said David Chapman, Deft. further answering says that he took the assignment of said note from the said David Chapman in good faith that he paid said Chapman a good, valuable, & sufficient consideration therefor, & that said note is in truth & in fact bona fide, the property of the Deft. and further answering the Deft. says that he admits that he has commenced suit on the law side of this Court, upon said note but denies that when collected he is to pay the same over to the said David Chapman as charged in Complainants said Bill, and the defendant further answering

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denies that he hath or is in any way aiding and abetting the said David Chapman to conceal his said Chapman's property from the satisfaction of Comptts. said judgment (if any has been obtained) as charged in Complainant's said Bill. - And the Deft. denies all and all manner of unlawful combination or confederacy, whereunto he is by said Bill charged, without this, that there is any other matter, cause, or thing in the Complainant's said Bill of Complaint contained, material, or necessary for this defendant, to make answer unto, and not herein and hereby well & sufficiently answered, confessed, traversed and avoided or denied, is true, to the knowledge or belief of this defendant, - all which matters and things this defendant is ready and willing to ever maintain, and prove, as this Honorable Court shall direct, and prays. To be hence dismissed with his reasonable costs & charges, in this behalf most wrongfully sustained, Henry S. Carey By Cole & Miller his attys, and afterwards the said Complainant By Messrs Allison & Curry filed herein his replication in the words and figures following to wit, James Elliott vs Henry S. Carey & Abner Chapman Com Pleas in Chy. And the said James Elliott, comes and says that the matters and things set forth in his said bill of Complaint are true in substance and in fact, and the matters and things set forth in the answer of the said Henry S. Carey contrary thereto are untrue, and thus he is ready to make appear as by this Court shall be directed Allison & Curry Attors for Compt, and afterwards to wit at the May term of said Court A.D. 1849 this Cause was continued, and afterwards to wit at the August Term of said Court A.D. 1849 this Cause was continued, and afterwards to wit on the 25th day of September A.D. 1849, the said David Chapman filed herein his answer in the words and figures following to wit. To the Honorable Court of Common Pleas of Union County Ohio, in Chancery, your Orator has lately been informed that one James Elliott of Franklin County Ohio, did on the 8th day of August 1848, file a bill in Chancery in the said County of Union against Henry S. Carey and David Chapman and Abner Chapman, who in answer to said bill, your Orator David Chapman of Monroe County and State of Iowa answers as follows, your Orator admits that the said James Elliott the Complainant has a judgment against your Orator and others in Madison County Ohio, your Orator further says that on the 3rd day of February 1848, he did sell a note against Abner Chapman calling for \$354.69 to Henry S. Carey and received of said Carey the full amount of said note as follows to wit, Carey paid to James & S. M. Ewing in Decr 1840 \$5.00 the interest on same to Feb 3rd 1848, \$2.40 \$ 7. 40 in March 1841 your Orator got of said Carey 150 bushels of corn at 20 cents per bushel interest on same to Feb 3rd 1848 \$ 12. 60 } 42. 60 also at same time got two stacks of Oats at \$10.00 each \$ 20. 00 } The interest on same to Feb 3rd 1848 is \$ 8. 40 } 28. 40 H. S. Carey assisted in driving Mules from Shelby County Ohio to New Haven Connecticut 93 days at \$1.00 per day } 93. 00 interest on same from Dec 3, 1841 to Feb 3rd 1848 } 34. 41 Sum 10th 1842 Carey paid Roswell Ross \$10.00 at my request for labor } that Ross due from me the interest on the above \$10.00 until Feb 3rd 1848 \$ 3. 40 } 13. 40 H. S. Carey lent to me at Pleasant Valley on the 13th of September 1842 \$30.00 the interest on the same \$30.00 until Feb 3rd 1848 at 10 per cent \$ 16. 17 } 46. 17 The above amounts amount to \$ 245. 38 Carey wanted his money and I could not pay him at that time he then proposed

Ransom Clark
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to buy a note against Abner Chapman and to let me have a note that he had against one Daniel Hubbell which said note against Hubbell amounted to in principal and interest \$161.36 which added to Carey's amount of \$265.38 amounted to \$426.74 the note against Abner Chapman principal and interest amounted to \$402.20 which taken from the amount of Carey's account and the Hubbell note left a balance due to Carey \$24.54 I then let Carey have a note against John Elliott of Delaware County for \$20.00 and some interest due on it and balanced the whole so that the note against Abner Chapman for \$384.69 dated 30th April 1847 became the property of the said Henry S. Carey on the 3rd day of February 1848 and I have no claim against him the said Carey for said note. Your Orator sold the note against Abner Chapman to the said Henry S. Carey, for the purpose of paying the said Carey what I owed him the said Carey without any intention of depriving your Orator's creditors, your Orator therefore denies the practice or intention of fraud, as set forth in the Complainant's said bill and prays the Court that he may be discharged from said bill with his costs. David Chapman Monroe County Iowa July 1849. State of Iowa Monroe County ss, personally came before me D. H. Richardson a Justice of the Peace in and for said County David Chapman and was duly sworn as the law directs and says that the foregoing deposition or answer is true to the best of his knowledge, given under my hand and seal this 12th day of July A.D. 1849. David H. Richardson Jus. Justice of the Peace State of Iowa Monroe County ss. This is to certify that Daniel A. Richardson the within named is a an acting Justice of the Peace within and for the County of Monroe. In witness whereof I James Wescott Clerk of the District Court of said County and the seal thereof hereby affixed at Albia this 12th day of July A.D. 1849
 S. Jonas Wescott Clerk, D. C. By William P. Davis Citty, and afterwards at the November Term of said Court, truit on the 24th day of November A.D. 1849, Bill dismissed at Complainants Costs, Decree for Costs, Notice of Appeal by Complainant,

Attest James Kirkade Jr Clerk.

Ransom Clark
 vs
 Silas G. Strong

Pleas before his Honor James L Torbert Esqr President, and Levi Phelps, James R Smith and William W. Woods his associates Judges, at a court of Common Pleas begun and held at the Court House in the Town of Marysville in and for the County of Union and State of Ohio, on the Twentieth day of November in the year of our Lord one thousand Eight hundred and Forty nine. Be it remembered that heretofore to wit on the 24th day of April A.D. 1848, came James Turner one of the Justices of the Peace for said County and filed in the Clerks office of said Court the following transcript to wit,
 Ransom Clark vs State of Ohio Union County ss. Suit brought for Damages per Bill filed marked A, E. Oct. 19th 1847 Summons issued returnable on the 30th Oct 1847 at 10 o'clock A.M. which was returned by William Wells Const. endorsed served by reading to defendant. fees service & mileage 15 Oct 22nd 1847 Wells Const October 29th 1847 Subpoena issued by Order of the plaintiff for Crim. Kellem, Abner H. Smith,

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Subpoena	28
Subpoena	30
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This Transcript	21
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John Johnson, Ransom Clark Jr. & John D. Irwin & handed to the plaintiff which was returned by William Wells Const. Undorsed served on 4th of the within named Relling. Subpoena by M. Clark fees 45. John D. Irwin, demanded his fee & I paid him 50 cents Oct 29, 1847. W Wells Const. October 30th 1847. parties appeared the deff. asked a continuance which was granted until the 9th day of November 1847 at 10 o'clock A.M. Nov 5, 1847 subpoena issued for Crin Kellum, John H. Smith, John Johnson, Ransom Clark Jr. & John D. Irwin & A.S. Johnson which was returned by W Wells Const. Undorsed served by reading on for in this fees 45. November 9, 1847 W Wells Const. November 9th 1847. the parties appeared by their attorneys & a part of witnesses A.S. Johnson, by consent of parties this cause was continued until the 30th day of Nov 1847 at 10 o'clock A.M. Nov 27th 1847 subpoena issued for John H. Smith John Johnson, Ransom Clark Jr. & A.S. Johnson, which was returned by W Wells Const. Undorsed served by reading fees 45 Nov 30th 1847 parties & witnesses appeared trial had, John H. Smith, John Johnson, Ransom Clark Jr. A.S. Johnson, & Marshall Clark sworn & examined on the part of the plaintiff after hearing the evidence & pleadings in the case it was considered by me that the plaintiff recover of the defendant a judgment for the sum of ten dollars & costs of suit the above judgment rendered on the 1st day Decr. 1847. In the above action of Ransom Clark against Silas G. Strong, w.c. P.B. Cole & R.S. Broom, do acknowledge ourselves bail for the said Silas G. Strong, for an appeal in the sum of fifty dollars to be levied on our goods & chattels lands & tenements if in case the said Silas G. Strong fail to pay the judgment & costs that may be rendered against him in the Court of Common Pleas P.B. Cole, R.S. Broom, tatter signed and acknowledged this 11th day of December 1847 James Turner J.P. I certify the above to be a correct transcript of the proceedings had by & before me in the above case, this 24th day of April 1848, James Turner J.P. Secy, and afterwards tord at the June Term of said Court A.D. 1848, leave given to plaintiff to file bill of particulars as this cause continued, and afterwards tord on the 9th day of August A.D. 1848 the said plaintiff by Messrs Allison & Henry his attorneys filed herein his Declaration in the words and figures following to wit, Court of Common Pleas of Union County of the term of April in the year 1848. The State of Ohio Union County ss, Ransom Clark by Allison & Henry his attorneys, complains of Silas G. Strong in a plea of the case for that where as the plaintiff on the first day of May A.D. 1842 at the County of Union aforesaid, was lawfully possessed of certain premises, to wit about three acres of titable land situate in said County, and the plaintiff did then and there plant and cause to be planted all of the said premises with corn; and afterwards, to wit, on the first day of November 1842 at the County of Union aforesaid, the said corn, so planted as aforesaid had grown and produced a valuable crop, and then and there became and was ripe and ready to be harvested and gathered from off said premises and was then and there the property of the plaintiff and whereas the defendant, well knowing the premises, but wrongfully contriving and intending to injure the plaintiff, then and there, to wit, on the first day of November 1842 at the County of Union aforesaid, did enter upon said premises and then and there did husk, harvest, gather, and take away said crop of corn so grown and produced upon said premises, as aforesaid, and the same then and there became and was wholly lost to said plaintiff, whereby the said plaintiff hath been and is greatly injured & prejudiced, aggrieved, and damaged; to the damage of the plaintiff of thirty dollars, and therefore he sues, &c. By Allison & Henry his Attorneys and afterwards tord at the September term of said Court A.D. 1848 this cause

was continued, and afterwards tried on the 19th day of May A.D. 1849, the said defendant by Messrs Cole Witter his attorneys filed herein his demurrer, in the words and figures following to wit, Silas G. Strong, ads. Ransom Clark, In lease, and the said Silas G. Strong, comes and says that the said Ransom Clark ought not to have his action aforesaid against him because he says 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 Ransom Clark, may be barred of his said action against him, and for causes of demurrer, the said Silas G. Strong shows to the Court here the following to wit, 1. that the declaration shows that the injuries complained of are immediate and not consequential & also those supposed grievances are charged to have been committed more than four years before the commencement of this suit, and are therefore barred by the statute of limitations, 11. the said declaration in other respects is uncertain informal and insufficient, &c. By Cole & Witter attys for Deft, and afterwards tried at the May Term of said Court A.D. 1849, Demurrer overruled, default opened up, and leave to plead and continued, and afterwards tried on the 27th day of June A.D. 1849 the said Defendant by Messrs Cole Witter his attorneys filed herein his plea in the words and figures following to wit, Silas G. Strong ads. Ransom Clark, In lease, and the said Silas G. Strong, comes and defends &c, and says that he is not guilty in manner and form as the said Ransom Clark hath complained against him, and of this he puts himself upon the Country and the said Ransom Clark doth the like by Cole Witter his attys, The plaintiff will also take notice that on the trial of this cause the defendant will offer in evidence, and insist that the said cause of action in said plaintiffs declaration mentioned, did not at any time within four years next preceding the commencement of said action, accrue to the said plaintiff wherefore the defendant will pray judgment that the said Ransom Clark ought to be barred from having & maintaining his action aforesaid against him according to the statute in such case made and provided, Cole Witter his attys, and afterwards tried, at the August Term of said Court A.D. 1849 this cause was continued, and afterwards at the November of said Court, tried on the 24th day of November A.D. 1849, this day came the parties by their attorneys, and submitted this cause to the Court, upon the issue joined between the parties and the Court being fully advised in the premises, do find that the said Silas G. Strong, is not guilty in manner and form as the said Ransom Clark hath complained against him, therefore it is considered that the said Silas G. Strong, go hence without day and recover of the said Ransom Clark his costs herein expended taxed at dollars, motion for new trial overruled and bill of exceptions taken and ordered to be made part of the record, which said bill of exceptions read in the words and figures following to wit, Ransom Clark vs. Silas G. Strong, In lease, In the Court of Common Pleas of Union County, Be it remembered that on the trial of this cause at the November Term of the said Court of Common Pleas A.D. 1849, the same was submitted by the said parties to the Court upon the following agreed statement of facts, viz, Ransom Clark vs. Silas G. Strong, Agreed statement of facts, In Union Com. Pleas, In lease, In this case the following are agreed by the parties to be the facts in the case The plaintiff in the Spring of 1842 planted a crop of corn, upon land then owned by him but which had formerly been levied upon by the Urbana Bank & the Clinton Bank of Columbus, to satisfy judgments in their favor and against

the plaintiff, which were subsisting levies at the time of the planting of said crop which was cultivated by plaintiff. Before the said crop was ripe, to wit. on the 26th day of August 1842, the said land was sold by the Sheriff to satisfy the said levies, to the defendant, who immediately after took possession, and on or about the 1st of November 1842 when the crop was ripe the defendant took and carried the same away, which is agreed was of the value of ten dollars, and for which this suit was brought, August 11th 1849 Allison Henry attys for Pltff, Cole Witter attys. for deft, and thereupon the Court rendered judgment in favor of the said defendant, Silas G. Strong, and against the said plaintiff, Ransom Clark, for costs of suit, whereupon the Counsel for the said Ransom Clark, in as much as the matters aforesaid do not appear by the record of the judgment aforesaid prayed that that the said Judges would set their hands and seals to this bill of exceptions containing said agreed statement of facts and the other matters aforesaid according to the Statute in such case made and provided; and thereupon the Judges aforesaid at the request of the said Counsel for the said Ransom Clark, did sign and seal this bill of exceptions, pursuant to the aforesaid Statute in such case made and provided, Levi Phelps Seal James R Smith Seal W. W. Woods Seal.

Attest. James Kirkade for Clerk,

S Starling vs Spain

Pleas before his Honor James S. Torbert Esq. President, and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, on the Twentieth day of November in the year of Our Lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit on the 20th day of March A.D. 1845, came Syre Starling by Mr. Jarvis his Solicitor and filed in the Clerks Office of said Court his Bill in Chancery in the words and figures following to wit. In the Court of Common Pleas, within and for the County of Union, and State of Ohio, in Chancery sitting, Syre Starling of the City of Columbus, County of Franklin, and State of Ohio, represents that he was, on or about the 15th day of February A.D. 1844, seized in fee simple, of a certain tract of land, situate in the County of Union and State of Ohio, and which is hereinafter more particularly described, and that one Edwin Spain of the County of Union and State of Ohio (and whom your Orator prays may be made defendant to this bill) being desirous of purchasing said lands, entered into an agreement with your Orator, for the sale thereof to him, and which agreement was reduced to writing, and signed and sealed by the said Edwin Spain and your Orator, and is in words and figures as follows to wit. articles of agreement concluded this 15th day of February A.D. One thousand eight hundred and forty four, between Syre Starling of Franklin County, Ohio, of the first part, and Edwin Spain of Union County, Ohio, of the second part witness that the said party of the first part agrees, upon the terms and conditions hereinafter mentioned to sell to said party of the second part the following lands situate in Union County, Ohio, to wit. One hundred acres of Survey N^o 3241, in the name of Obediah R. Harrison, to be laid off from said Survey on the South East line thereof, and extend Northwestly

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with the lines of the survey for the quantity of One hundred acres, the said party of the second part hereby agrees to pay the said Lyne Starling the sum of three hundred and sixty two dollars and fifty cents, one hundred and thirty dollars of which is paid in hand, and the balance to be paid in one installment with interest as follows two hundred and thirty two ⁵⁰/₁₀₀ dollars on or before the 1st day of June 1844. The said party of the second part having also executed his single bill to the said Lyne Starling or order for said sum payable as aforesaid, and the said party of the second part agrees to pay all taxes and assessments that may hereafter be demandable on said land or their appurtenances. It is agreed that said installment and single bill above mentioned with interest shall be punctually paid, on or before the day when the same shall become due, as above mentioned, and if so paid, said Lyne Starling for himself, his heirs executors, administrators, or assigns hereby covenants to sell and upon the punctual payments last mentioned, all of said installment with interest, to convey by general warranty deed, the above described premises, unto said party of the second part, his heirs and assigns. In witness whereof said parties have hereunto set their hands and affixed their seals the day and year first above written. L Starling Esq Edwin Spain Esq executed in presence of R Thomas, the original of which will be produced on the final hearing hereof. Your Orator further represents, that he has been at all times ready and willing and still is ready and willing to comply with the terms and conditions of said agreement, on his part to be performed, and that he has applied to the said Edwin Spain, and requested him specifically to perform his part of said agreement, but the said Edwin hath hitherto wholly neglected so to do. Your Orator therefore prays that the writ of subpoena may issue against the said Edwin Spain, and that he may be compelled to answer all and several the premises. And your Orator further prays that on the final hearing of this cause the said Edwin Spain may be decreed to pay said moneys according to the tenor of said agreement with their interest and such damages as your orator may have sustained by reason of the premises, and in default thereof that the aforesaid and described land, be sold to pay the amount of such decree, and that your Orator may have such other and further relief in the premises, as equity and good conscience may require. W. B. Jarvis's Solicitor for Complainant, and afterwards to wit on the 20th day of March A.D. 1845, the following subpoena in Chancery was issued and delivered to the Sheriff of Union County, to wit, The State of Ohio Union County ss. To the Sheriff of the County of Union Greeting: We command you that you summon Edwin Spain to appear before the judges of our Court of Common Pleas at the Court House, on the first day of the Term next ensuing, to answer a bill in Chancery exhibited against him by Lyne Starling, and that he shall in no wise omit, under the penalty of one thousand dollars; and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House, this 20th day of March A.D. 1845. John Cassil, Clerk of Con. Pleas, and afterwards to wit on the 25th day of April A.D. 1845, said Sheriff, returned said writ with his endorsement thereon as follows to wit, Served this writ April 14, 1845 by delivering a certified copy thereof to the within named defendant, Philip Sander Sheriff, and afterwards to wit at the June Term of said Court, to wit on the 29th day of June A.D. 1845 this day came the Complainant by his Solicitors, and the defendant having failed to appear and plead, answer, or demur to said Bill, the same is taken as confessed against him, and this cause came on to be heard upon the bill and exhibits, and the Court do find that an agreement was made between the parties as set forth in said Bill, and that there is now due the Complainant and remaining

unpaid by the defendant on the note and installment in the agreement and bill described the sum of Two hundred and forty eight $\frac{30}{100}$ dollars. (248 $\frac{30}{100}$) and the defendant has neglected and refused specifically to perform said agreement by the payment thereof and that the complainant has a vendors lien on the premises. It is therefore ordered adjudged and decreed that Edwin Spain within ten days pay into the hands of the Clerk of this Court for the complainant said Two hundred Forty eight $\frac{30}{100}$ (248 $\frac{30}{100}$) dollars, now due as aforesaid with the costs herein taxed at _____ dollars and in default thereof that said premises in the bill described be sold &c. as upon executions of law by the Sheriff of this County for the time being, and make return of his proceedings herein at our next term to which the Cause is continued, and afterwards to wit at the September term of said Court A.D. 1848 this Cause was continued, and afterwards to wit at the May Term of said Court A.D. 1849. continued under former Order, and afterwards to wit at the August term of said Court A.D. 1849. this Cause was continued, and afterwards to wit on the 24th day of September A.D. 1848. an Order of Sale was issued and delivered to the Sheriff of Union County in the words and figures following, to wit, The State of Ohio Union County ss. To the Sheriff of said County Greeting: Whereas at the June term of the Court of Common Pleas. continued and held on the 29th day of June A.D. 1848. in a certain Cause in Chancery therein pending wherein Lyne Starling Complainant and Edwin Spain, defendant, the Court ordered and decreed that you expose to sale the premises in the bill, described as follows, Situate in Union County, Ohio, to wit, One hundred acres of Survey No. 3241 in the name of Obediah R. Harrison, to be laid off from said survey on the south east line thereof, and extend northwesterly with the lines of the survey for the quantity of One hundred acres, to satisfy the said Complainant in the sum of Two hundred and forty eight dollars and thirty cents, with interest from the said 29th day of June A.D. 1848. until paid together with the costs of suit taxed at \$_____ and also the further sum of \$_____ the increase costs on said decree, and the accruing costs, and make report of your proceedings herein to the next term of said Court, Witness James Kinkade Jr Clerk of said Court at Marysville the 24th day of September A.D. 1849. James Kinkade Jr Clerk, and afterwards to wit on the 20th day of November A.D. 1849 said Sheriff returned said writ with his endorsement therein as follows to wit, Received this writ September 24, 1849, had the within described real estate appraised by the oaths of George Fuller, Joshua S. Eaton and Frank Pearl, at \$600 per acre, October 12th 1849 advertised the same to be sold on the 20th day of November A.D. 1849, by publication in the Marysville Tribune for at least 30 days previous to the day of sale November 17, 1849, received on the within of Edwin Spain, one receipt for \$134.00 dated June 29, 1848 signed L. Starling, by Wray Thomas, another receipt for \$34.00 dated June 18, 1849, signed by Wray Thomas, also two receipts from the appraisers certifying that they have received their fees from said Spain, and One hundred and two dollars and thirty cents it being in full of the within decree, said receipts are herewith filed, Philip Snider Sheriff, and afterwards at the November term of said Court, to wit, on the 24th day of November A.D. 1849. Settled and Costs paid,

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Attest, James Kinkade Jr Clerk,

Franklin Br. of the State
 Br of Ohio at Columbus
 is
 John H. Mouser et al

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Franklin Br. of the State
BK of Ohio at Columbus
vs
John H. Mouser et als

Pl as before his Honor James S. Torbert Esq. President and Levi Phelps, James R
Smith and William W Woods, his associates Judges, at a Court of Common Pleas begun
and held at the Court House in the town of Mansville within and for the County of
Union and State of Ohio, On the Twentieth day of November in the year of Our Lord
One thousand Eight hundred and Forty Nine,
Be it remembered that heretofore to wit on the 20th day of November A.D. 1849, came The
Franklin Branch of the State Bank of Ohio at Columbus by Geo M. Parsons its
Attorney and filed herein the following Note and power of
Attorney to Confess judgment thereon to wit, Columbus Ohio 17th April 1849, \$3000=
Seventy five days after date of this our second of Exchange, first of the same tenor and date
not paid, pay to James Espy Cashier an order Three thousand dollars for value received
acceptance waived, John H. Mouser, Simon Mallow, Thomas Sindsy, Jo. Geo. Spear
Esq. Cashier Ohio Life Ins. & Trust Co. New York City, Leg. 4. We hereby dispense with
demand of payment, protest and notice of non payment of the above bill of Exchange, and
authorize any attorney at Law to appear for us or any of us at any time after maturity
of the same, in any Court of record in the State of Ohio, and Confess judgment in favor
of the holder hereof, for the amount of the bill and interest, with the damages allowed
by Law on protested bills of exchange, drawn on any person or persons, or body
Corporate, within the jurisdiction of the United States, and without the jurisdiction
of the State of Ohio, together with Costs of suit, and to release all errors, and writs
of error, and the right of appeal, Witness our hands and seals this Seventeenth
day of April A.D. 1849, John H. Mouser Seal Simon Mallow Seal Thomas Sindsy Seal
and afterwards to wit on the said 20th day of November A.D. 1849, the said Plaintiff
by Geo M. Parsons its attorney filed herein its declaration in the words and
figures following to wit, State of Ohio Union County ss. In the Court of Common Pleas,
November Term A.D. 1849. The Franklin Branch of the State Bank of Ohio at Columbus
Complains of John H. Mouser Simon Mallow & Thomas Sindsy, in a plea of Assumpsit
for that whereas the said defendants on the first day of November eight hundred
and forty nine at Union County aforesaid were indebted to the said Plaintiff in
Four thousand dollars - cents for money then and there lent by the Plaintiff to
the defendants at their request, and the defendants in consideration of the premises
then and there promised to pay the said sum of money on request, yet they have
not paid it or any part thereof, to the damage of the Plaintiff, Four thousand
dollars, and therefore they bring suit by Geo M. Parsons attorney for the Bank,
and afterwards to wit on the said 20th day of November A.D. 1849 the said defendants
by S. Brush their attorney filed herein their plea in the words and figures following
to wit, State of Ohio Union County ss. In the Court of Common Pleas, November Term
A.D. 1849, and now Saml Brush Esq. an attorney of this Court appears in open Court
and by virtue of a power of Attorney for that purpose, appears to the above declaration
in favor of the said Franklin Branch of the State Bank of Ohio at Columbus and
against the said John H. Mouser, Simon Mallow & Thomas Sindsy, waives the issue=
ing and Service of process - Confesses that the said defendants were indebted
to the said Plaintiff and that the said defendants did promise in manner
and form as the said Plaintiff has declared against them and that the said
Plaintiff by reason of the non performance of the said promise has sustained
damage in thirty two hundred & fifty two dollars & eight cents, for which

Nov 14 1851

Sum and Costs of Suit he hereby Confesses judgment in favor of the said plaintiff and waives and releases all errors and the right of appeal in behalf of said defendants and all writs of error. I Brush Attorney for defendant. and afterwards to wit On the 20th day of November A.D. 1849. this day came the said Franklin Branch of the State Bank of Ohio at Columbus plaintiff by its Counsel filed its declaration against the said John H. Mauer, Simon Mallow & Thomas Sundry, defendants & thereupon Samuel Brush Esq. one of the Attornies of this Court, appeared in Open Court in behalf of the said defendants by virtue of a power of attorney for that purpose executed by said defendants, now produced in open Court & duly proven waived the issuing & service of process & acknowledged that the said defendants did assume & promise in manner & form as the said plaintiff has in its declaration alleged against said defendants that the said plaintiff has sustained damages by reason thereof to thirty two hundred & fifty two dollars & eight cents. Therefore it is considered that the said plaintiff recover of the said defendants, the said sum of thirty two hundred and fifty two dollars & eight cents, his damages so Confessed as afore said, also his Costs in this behalf expended taxed to _____ dollars and by virtue of the same power of attorney, the said attorney also releases all errors & writs of error & the right of appeal in favor of said defendants.

Attest, James Kirk Wade, Clerk

The Franklin Br. of the State Bk of Ohio at Columbus

vs
Jed D. Butler, James H. Godman & John Ballantine

Pleas before his Honor James S. Torbert Esq. President and Levi Phelps, James R. Smith and William W. Woods his associates Judges of a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio. On the Twentieth day of November in the year of our Lord One thousand eight hundred and Forty nine.

Be it remembered that herebefore to wit On the 20th day of November A.D. 1849. came the Franklin Branch of the State Bank of Ohio at Columbus by Geo M. Parsons its Attorney and filed herein _____ the following note and power of attorney to Confess judgment thereon to wit, Columbus Ohio, 31st May 1849. \$800. = Sixty days after date of this our second of exchange, first of the same tenor and date not paid pay to James Esqy Cashier or order, eight hundred dollars for value received, acceptance waived. J.D. Butler, J.H. Godman, John Ballantine to Geo S. Lear Esq. Cashier Ohio Life Insur & Trust Co New York City, N.Y. we hereby dispense with demand of payment, protest and notice of non payment of the above bill of exchange, and authorize any attorney at law to appear for us, or any of us, at any time after the maturity of the same in any Court of record in the State of Ohio, and confess judgment in favor of the holder hereof, for the amount of the bill and interest, with the damages allowed by law on protested bills of exchange, drawn on any person or persons, or body Corporate, within the jurisdiction of the United States, and without the jurisdiction of the State of Ohio, together with Costs of suit, and to release all errors, and writs of error, and the right of appeal. Witness our hands and seals this thirty first day of May A.D. 1849. J.D. Butler Seal J.H. Godman Seal John Ballantine Seal and afterwards to wit On the said 20th day of November A.D. 1849, the said plaintiff

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by Geo M Parsons its attorney filed herein its declaration in the words and figures following to wit: State of Ohio Union County ss. In the Court of Common Pleas November Term A.D. 1849. The Franklin Branch of the State Bank of Ohio at Columbus, Complainer of Joel D Butter, James H Godman & John Ballantine in a plea of Assumpsit for that whereas the said defendants on the first day of November eighteen hundred and forty nine at Union County aforesaid were indebted to the said plaintiff in One thousand dollars - cents for money then and there lent by the plaintiff to the defendants at their request, and the defendants in consideration of the premises then and there promised to pay the said sum of money, yet they have not paid it or any part thereof to the damage of the plaintiff One thousand dollars and therefore they bring suit by Geo M Parsons, Attorney for the Bank, and afterwards on the said 20th day of November A.D. 1849. the said defendants by S Brush their attorney filed herein their plea in the words and figures following to wit, State of Ohio Union County ss. In the Court of Common Pleas, November Term A.D. 1849 and now Saul Brush Esq an attorney of this Court appears in open Court, and by virtue of a power of Attorney for that purpose, appears to the above declaration in favor of the said Franklin Branch of the State Bank of Ohio, at Columbus and against the said Joel D Butter, James H Godman and John Ballantine, waives the issuing and service of process - Confesses that the said defendants were indebted to the said plaintiff and that the said defendants did promise in manner and form as the said plaintiff has declared against them and that the said plaintiff by reason of the non performance of the said promise has sustained damage in Eight hundred fourteen dollars & thirty four cents, for which sum and costs of suit he hereby confesses judgment in favor of the said plaintiff and waives and releases all errors and the right of appeal in behalf of said defendants & all writs of error. S Brush Attorney for defendant, and afterwards to wit - On the 20th day of November A.D. 1849. This day came the said Franklin Branch of the State Bank of Ohio at Columbus, Plaintiff by its attorney and filed its declaration against the said Joel D Butter, James H Godman & John Ballantine defendants and thereupon came Saul Brush Esq One of the Attornies of this Court & by virtue of a power of Attorney for that purpose executed by said defendants, & now produced in open Court & duly proven & waived the issuing and service of process against said defendants & acknowledged that the said defendants did assume & promise in manner and form as the said plaintiff has in its declaration against said defendants alleged & that the said plaintiff has by reason thereof sustained damages in the sum of Eight hundred and fourteen dollars and thirty four cents. Therefore it is considered that the said plaintiff recover of the said defendants the said sum of Eight hundred and fourteen dollars, & thirty four cents, its damages so confessed as aforesaid, also its costs in this behalf expended taxed at _____ dollars, and by virtue of the same power of Attorney all errors and writs of error together with all right of appeal is hereby waived in favor of said defendants.

Attest, James M. Wade Clerk

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The Franklin Br. of the State BK
of Ohio at Columbus

Joel D Butler John Bartram
James H Godman

Plas before his Honor James S Torbert Esq. President and Levi Phelps, James R Smith
and William W Woods his associates Judges at a Court of Common Pleas begun
and held at the Court House in the town of Marysville within and for the County
of Union and State of Ohio, on the Twentieth day of November in the year of our
lord One thousand Eight hundred and Forty nine.

Be it remembered that heretofore to wit On the 20th day of November AD 1849 came
The Franklin Branch of the State Bank of Ohio at Columbus, by Geo M Parsons Esq
its attorney and filed herein the following note and power of attorney to confess judg-
ment thereon to wit, Columbus Ohio, 17th May 1849 \$1600= Sixty days after date
of this our second of exchange, first of the same tenor and date not paid, pay to
James Espy Cashier or order Sixteen hundred dollars for value received
acceptance waived. J. D. Butler, J. Bartram, James H Godman, To Geo S Car
Esq Cashier Ohio Life Ins & Trust Co New York City, July 17. We hereby dispense with
demand, protest and notice of non payment of the above bill of exchange and
authorize any attorney at law to appear for us, or any of us, at any time after the
maturity of the same in any Court of record in the State of Ohio, and confess
judgment in favor of the holder hereof, for the amount of the bill and interest
with the damages allowed by law on protested bills of exchange, or on our
any person or persons, or body Corporate, within the jurisdiction of the United
States and without the jurisdiction of the State of Ohio, together costs of suit
and to release all errors, and writs of Error, and the right of appeal, witnesses
our hands and seals this Seventeenth day of May AD 1849 J. D. Butler Esq
J Bartram Seal J. H. Godman Seal and afterwards to wit on the 20th day of
November AD 1849, the plaintiff by Geo M Parsons Esq. its attorney filed herein its
declaration in the words and figures following to wit, State of Ohio Union County ss
In the Court of Common Pleas November Term AD 1849. The Franklin Branch
of the State Bank of Ohio at Columbus, Complains of Joel D Butler, John Bartram
& James H Godman, in a plea of Assumpsit, for that whereas the said defendants
on the first day of November eighteen hundred and forty nine at Union County
aforesaid were indebted to the said plaintiff in two thousand dollars,
cents, for money then and there lent by the plaintiff to the defendants at
their request, and the defendants in consideration of the premises, then
and there promised to pay the said sum of money on request yet they have not
paid it nor any part thereof, to the damage of the plaintiff two thousand
dollars; and therefore they bring suit, by Geo M. Parsons attorney for the Bank
and afterwards to wit on the 20th day of November AD 1849, the said Defendants
by S. Brush Esq. their attorney filed herein their plea in the words and figures
following to wit, State of Ohio Union County ss. In the Court of Common Pleas, November
Term A. D. 1849 And now Saml Brush Esq an attorney of this Court appears in Open
Court and by virtue of a power of attorney for that purpose, appears to the above dec-
laration in favor of the said Franklin Branch of the State Bank of Ohio at Columbus
and against the said Joel D Butler, John Bartram, & James H Godman waives
the issuing and service of process - Confesses that the said defendants were indebted
to the said plaintiff, and that the said defendants did promise in manner
and form as the said plaintiff has declared against them and that
the plaintiff by reason of the nonperformance of the said promise has sustained

No 4987

Samuel M Selland

- John A Price &
- Anna his wife
- Eliza Price
- Frederick Price
- Risden H. Price
- James Price
- L House & Martha
- his wife
- Eliza Sabb
- Sophia E Foreman
- Sarah E Styles.

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damage in Sixteen hundred & thirty two dollars, twenty six cents for which sum
And Costs of suit ~~the~~ hereby Confesses judgment in favor of the said plaintiff and
waives and releases all errors and the right of appeal in behalf of said defend-
ants & all writs of error. I Brush attorney for defendant, and afterwards writ
On the 20th day of November A.D. 1849. This day came the said plaintiff, The Franklin
Branch of the State Bank of Ohio at Columbus by its attorney & filed its declaration
Against the said Joel D Butter, John Bartram & James H Godman, defendants
& thereupon came Samuel Brush one of the attorneys of this Court & by virtue of
a power of attorney for that purpose executed by the said defendants and now
produced in open Court & duly proven, and waived the issuing and service of
process against the said defendants & acknowledged that the said defendants
did assent and promise in manner & form as the said plaintiff has in
its declaration alleged against the said defendants & that the said plaintiff
has by reason thereof sustained damages in the sum of Sixteen hundred
& thirty two dollars & twenty six cents. Therefore it is considered that
the said plaintiff recover of the said defendants the said sum of Sixteen
hundred and thirty two dollars and twenty six cents its damages so
Confessed as aforesaid, also its Costs in this behalf expended taxed
at _____ dollars. And by virtue of the same power of attorney
all errors and writs of error, together with of appeal in favor of said
defendants are hereby released.

Attest, James Knickerbocker Clerk

Samuel McLelland
vs
John A Price &
Anna his wife
Eliza Price
Frederick Price
Ryder H. Price
James Price
L House & Martha
his wife
Eliza Jabb
Sophia E Foreman
Sarah E Styles.

Pleas before his Honor James S. Torbert Esq. President and
Levi Phelps, James R Smith and William W Woods Associates
Judges, at a Court of Common Pleas begun and held at the
Court House in the Town of Marysville within and for the
County of Union and State of Ohio on the Seventy Seventh day
of May in the year of our Lord One thousand Eight
hundred and fifty.
Be it remembered that heretofore to wit on the 27th day of
May A.D. 1850. came Samuel McLelland by Mr Swayne
his Attorney and filed in the Clerks Office of the Court aforesaid
his Petition in the words and figures following to wit,
"To the Court of Common Pleas of Union County in the State of Ohio,
Your petitioner Samuel McLelland of the County of Franklin
and State aforesaid represent that he has the legal title to and is
Seized in fee simple of one equal undivided third part of the following
described real estate situate in the County of Union and State of Ohio
aforesaid to wit, Survey N^o thirty two hundred and thirty seven (3237)
Containing One thousand acres be the same more or less said Survey
having been originally patented by the United States to James Price,
William L Foreman and William Bruetz - And your petitioner

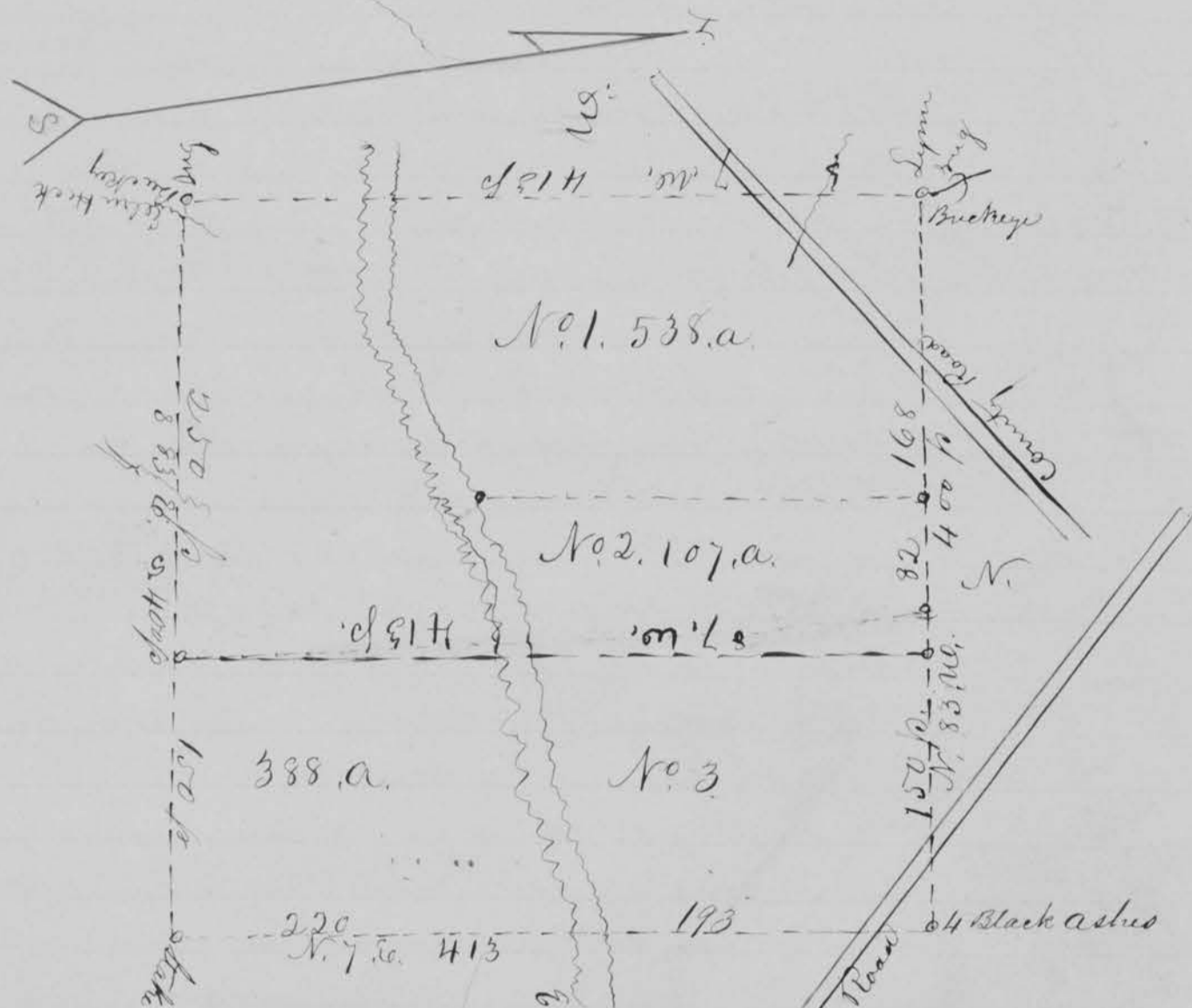
further represents, that John C. Price, and Anna Price his wife
 and Eliza Price of the City of Baltimore in the State of Maryland
 Frederick Price & Resden H. Price of the Town of St. Lewis in the State of
 Missouri - James Price of the Territory of California, S. House &
 Martha House his wife of the Town of Clarksville in the State of Tennessee
 Eliza Tabb & Sophia Foreman of the County of Gloucester in the State of
 Virginia - and Sarah E. Styles of the County of Baltimore in the State
 of Maryland, are tenants in Common in said premises with your
 petitioner. Your petitioner therefore prays that partition may be made
 of said tract of land, - that the share thereof belonging to your petitioner
 may be set off, to him in severally, - and if the same cannot be done
 without manifest injury, that when such other proceedings may be
 had in the premises as are authorized by law, N. H. Swayne Attorney
 for Petitioner. Said petition was endorsed as follows to wit: We
 hereby enter the appearance of the within named defendants - and
 waive the necessity of notice according to the provisions of the statute in
 such cases made and provided - and consent that an Order of
 partition be made as prayed for during the present term of said Court
 within mentioned and to whom the within petition is addressed
 Marysville May 27, 1850. Allison Henry Attorney for Defendants
 and afterwards to wit on the 27th day of May A.D. 1850. On motion
 to the Court by Mr Swayne of Counsel for the Petitioner. It is ordered that
 by the Oaths of William B. Swain, Cyprian See and Joshua Marshall
 partition be made of the lands in said petition described as follows
 to wit: One equal third part thereof to the petitioner Samuel M. Selland,
 five ninths thereof to the said Sarah E. Styles, Eliza Tabb, Sophia Fore
 man, John C. Price, and Anna his wife and Eliza Price, together and
 the remaining one ninth part thereof to the said Frederick Price, Resden
 H. Price, James Price, and Martha House wife of the said S. House, together
 and it is further ordered that a writ of partition issue to the Sheriff of
 said County commanding him to cause said partition to be made
 forthwith accordingly, and afterwards to wit on the 28th day of May
 A.D. 1850. a writ of partition was issued and delivered to the Sheriff of
 said County in the words and figures following to wit: The State of Ohio
 Union County ss. To the Sheriff of Union County Greeting: We Command
 you that without delay by the Oaths of W^m B. Swain Cyprian See and Joshua
 Marshall you cause partition to be made of the following real estate, situate
 in the County of Union and State of Ohio, to wit, N: thirty two hundred and
 thirty seven (3237) containing one thousand acres be the same more or less
 among the following persons and in the following proportions to wit,
 to Samuel M. Selland one equal third part thereof; to Sarah E. Styles
 Eliza Tabb, Sophia Foreman, John C. Price and Anna his wife and
 Eliza Price, together five ninths thereof; and Frederick Price, Resden H.
 Price, James Price, and Martha House wife of S. House, together one
 ninth thereof; in pursuance of an Order lately made in our ^{said} Court of
 Common Pleas, within and for said County of Union in a certain

L.S.

petition for Partition ~~wherein~~ Samuel McSlland is Petitioner
 and John A Price & others are defendants, and that your proceedings
 in the premises you distinctly Certify under your hand, to Our said Court
 of Common Pleas within and for the said County of Union together with this
 Writ forthwith. Witness James Kinkadey, Clerk of said Court of Common Pleas at
 Mansville this 28th day of May A.D. 1850. James Kinkadey, Clerk, and appears
 Court. On the 30th day of May A.D. 1850. Said Sheriff returned said writ with his
 endorsement thereon as follows to wit, State of Ohio Union County ss. I do hereby
 Certify that W^m B. Swain, Nyprian Lee and Joshua Marshall, the within named
 Commissioners were duly sworn to make partition of the lands within named
 Philip Snider Sheriff of Union County. I have executed the within writ by
 the Oaths of the Commissioners named in the enclosed Order, whose report
 is herewith returned. Philip Snider Sheriff of Union County. Said Comm-
 issioners report filed therewith reads in the words and figures following
 to wit, "In obedience to a writ of Partition issued from the Court of Common
 Pleas for the County of Union State of Ohio, in which we the undersigned were
 appointed Commissioners to make partition of Survey N^o 3237. We would report after
 being sworn by the Sheriff of the County on careful examination and Survey
 of the same have set of to Sara & Stiles, Eliza Tatt, Sophia Foreman, John
 A. Price and Anna his wife, and Eliza Price, as their equal five ninths
 of sd Survey Lot N^o 1 on the diagram herewith returned five hundred
 and thirty eight acres, bounded as follows, beginning at a Square Sugar tree
 & Buckeye the original N. W. Corner to the Survey then with the west line
 thereof, S. 7. W. 413. poles to a Elm Wick, Sugar tree the original S. W. Corner to
 the Survey then with the south line thereof, S. 83. east 250 poles to a Stake corner
 to a lot set of to Samuel McSlland then with his line N. 7. E. to the creek
 then up the creek with the meanders thereof to the W. line of lot N^o 2 then
 with sd line N. 7. E. to the north line of the Survey then with said line N. 83.
 W. 168 poles to the beginning. (See Set of to Frederick Price, Resden W. Price,
 James Price, and Martha House Wife S House as their equal one ninth
 part of sd Survey One hundred and seven acres bounded as follows
 beginning at a Stake in the north line of the Survey 168 poles, S. 83. E. from
 the original N. W. Corner of the Survey then S. 7. W. an parallel to the west
 line of the Survey to the creek, then down the creek, with the meanders
 thereof, to the west line of lot N^o 3, then with sd line N. 7. east 193 poles
 to a Stake in the north line of the Survey then with sd line N. 83. west
 55 poles to a Stake beginning. & (See Set of to Samuel McSlland as his
 equal third part of sd Survey Three hundred and eighty eight acres
 bounded as follows, beginning at a Stake in the south line of the
 Survey 250 poles S. 83. E. from the original S. W. Corner from then running
 N. 7. E. a parallel to the west line of the Survey 413. poles to a Stake in the north
 line of the Survey then with sd line, S. 83. east 150 poles to the original
 N. E. Corner of the Survey then with the east line thereof, S. 7. W. 413 poles
 to the original S. W. Corner of of the Survey then with the South line
 thereof, N. 83. West 150. poles to the beginning all of which will appear on
 the diagram herewith returned which is made part of this report."

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May 30th 1850. William B Irwin, Joshua Marshall Cyprian Lee Commissioners. Said diagram reads in the words and figures following to wit:



I certify the above to be a correct diagram of a Survey made of Survey N^o 3237, under a writ of partition issued from the Court of Common Pleas for Union County Ohio at their May Term for 1850, by which is set off to Sarah & Stiles, Eliza Tab, Sophia Foreman, John C. Price, Anna his wife, & Eliza Price lot No. 1, as their equal five ninths part of said Survey containing five hundred and thirty eight acres, lot No. 2, to Frederick Price, Wisdom H Price James Price and Martha House wife of S. House as their equal one ninth part contain One hundred and Seven acres, and to Samuel McLelland as his equal third part, lot No. 3, containing three hundred and eighty eight acres all of which will appear on the above plat May 30th 1850. William B Irwin Surveyor U.C.O. and afterwards to wit on the 30th day of May A.D. 1850. On motion to the Court by Mr Swayne Counsel for the Petitioner and up producing the proceedings of the Sheriff and also the report and proceedings of the Commissioners hereinbefore appointed and the same being examined, It is Ordered that said proceedings and report be and the same are hereby approved and confirmed, and that the said parties hold in Severally the Shares set off and assigned to each respectively by the said Commissioners, and it is further Ordered that the costs and expenses of this suit taxed to dollars be paid within twenty days by the parties in the following proportions to wit. One third by the petitioner Samuel McLelland, five ninths by Sarah C Stiles, Eliza Tab, Sophia Foreman, John C. Price, and Anna

George English
vs
Marshall Clark

his wife and Eliza Price, and the remaining one ninth part by the defendants, Frederick Price, Risdou H Price, James Price, and S House, and Martha House his wife, and in default thereof that execution issue therefor,

Attest: James Kinkade Jr, Clerk,

George English vs Marshall Clark

Pleas before his Honor James S. Torbert Esqr. President and Levi Phelps, James R Smith and William W. Woods associate Judges at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio. On the Twenty seventh day of May in the year of our Lord One thousand eight hundred and Fifty.

It is remembered that heretofore to wit. On the 16th day of May A.D. 1850. George English by J. G. Goughy his attorney filed in the Clerks Office of the Court aforesaid the following transcript to wit:

George English vs Marshall Clark Justice Docket entry. Suit brought on note for \$25.00 due three months after date, dated June 15, 1849. March 7, 1850 Summons Debt \$25.75 issued returnable on 12th day of March 1850, which Summons 12th was returned endorsed I acknowledge service on the Satisfaction 10 within March 7, 1850. Marshall Clark, March Continuance 10 12 1850 Parties appeared and by consent the Cause Judgment 12th was continued until the 21 day of March 1850 at Execution 25 9 o'clock A.M. March 21, 1850 defendant failed to appear, it is therefore considered by me that this Transcript 3 1/4 the Plaintiff recover of the defendant a Judgment by default for the sum of twenty five dollars seventy five cents + Costs of Suit. Execution issued April 19, 1850 to William Wells Const. Which was returned endorsed no property found whereon to levy fees Service & milage 15. April 22, 1850. Wm Wells Const. it is suggested that the defendant has lands and tenements, I hereby Certify the above to be a correct copy of proceeding had by & before me in the above Cause. Given under my hand this 15 day of May 1850. James Turner Justice of the Peace in & for the Township of Paris Union Co Ohio. and afterwards to wit. On the 17th day of May A.D. 1850 the following writ of Scire Facias was issued and delivered to the Sheriff of Union County to wit: The State of Ohio Union County ss. To the Sheriff of Union County Greeting: Whereas George English lately to wit. On the 21st day of March A.D. 1850, before James Turner Esquire, a Justice of the Peace within and for the County of Union, recovered a certain Judgment against Marshall Clark for the sum of twenty five dollars and seventy five cents Debt, and forty five cents Costs of Suit, upon which said Judgment an execution was issued by the said Justice and returned. No goods found

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Whereon to levy; and afterwards it was suggested to the said James Turner Esquire, Justice of the Peace as aforesaid, that the said Marshall Clark is possessed of lands and tenements, as by the inspection of a transcript of the record and proceedings thereof lately filed in our said Court of Common Pleas, appears to us of record. And now on the behalf of the said George English in our said Court of Common Pleas, we have been informed, that the said Judgment thereupon given in form aforesaid, still remains in full force and effect, in no wise set aside, reversed, paid off, or satisfied, and that execution still remains to be made upon the goods and chattels, lands and tenements of the said Marshall Clark, wherefore the said George English hath besought us to provide him a proper remedy in this behalf; And we being willing that what is just in this behalf should be done, Command you that you make known to the said Marshall Clark, to be before the Judges of our said Court of Common Pleas, on the first day of their next term, to show, if he has or knows of any thing to say for himself, why execution ought not to issue against his goods and chattels, lands and tenements, to satisfy said Judgment & Costs, And further to do and receive what our said Court shall then and there consider of him in this behalf; And have then there this writ

L.S. Witness James Kirkade Jr, Clerk of said Court of Common Pleas at Mansville, this 17th day of May A.D. 1850. James Kirkade Jr Clerk, And afterwards to wit, on the 17th day of May A.D. 1850, said Sheriff returned said writ, with his endorsement thereon as follows, to wit: "Served this May 17th 1850 by delivering a certified copy thereof to the within named Marshall Clark, Philip Sinder Sheriff; and afterwards, to wit, on the 27th day of May A.D. 1850, leave to plead by tomorrow morning at nine o'clock, and afterwards, to wit, on the 28th day of May A.D. 1850, this day came the said George English by Mr. Doughty his attorney, and the said Marshall Clark, thought solemnly, called came not but made default. Therefore it is considered that the said George English upon the judgment aforesaid have his execution against the said Marshall Clark of the debt and costs aforesaid with interest thereon according to the Statute in such case made and provided, to be levied of the goods and chattels, lands and tenements of the said Marshall Clark, and also that the said George English recover against the said Marshall Clark $\frac{\text{dollars}}{\text{cents}}$ for his costs about & his suit in this behalf expended.

Attest, James Kirkade Jr Clerk,

Galatia Sprague
vs
Marshall Clark

Pleas before his Honor, James S. Forbert, Esq. and Levi Phelps, James R. Smith and William W. Woods associate Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Mansville, within and for the County of Union and State of Ohio. On the Seventy seventh day of May in the Year of Our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore, to wit, on the 16th day of May, A.D. 1850 Galatia Sprague by J. M. Doughty, his attorney filed in the Clerk's Office of the Court aforesaid the following transcript, to wit:

"Galatia Sprague vs Marshall Clark
 Justices Docket Entry.
 Suit brought on note for \$25.00 due one year after date dated Jan'y. 8 1849. February 28 1850. This day the Deb't. \$25.15 defendant Confessed Judgment. It is therefore Considered Judgment .12 by me that the Plaintiff, Galatia Sprague recover of the Satisfaction .10 defendant Marshall Clark, a Judgment for the sum Execution .25 of Twenty five dollars fifteen Cents & Costs of suit. Execution .25 of Twenty five dollars fifteen Cents & Costs of suit. This Transcript 31st Undersd no property found whereon to levy March 18, 1850 \$1.03 3/4 My fee 15. W^m Wells Const. Execution issued April 19 1850. To William Wells Const. which was returned Undersd no property found whereon to levy fees service & mileage 15. But the defendant is possessed of lands lyable to levy May 13. 1850. W^m Wells Const. Union County Paris Township I hereby certify the above to be a correct Copy of Proceeding had by & before me in the above case. Given under my hand this 15th day of May 1850. James Turner Justice of the Peace, and afterwards to wit, on the 17th day of May A.D. 1850. the following writ of Scire Facias was issued and delivered to the Sheriff of Union County, to wit, The State of Ohio Union County ss. To the Sheriff of Union County. Greeting, Whereas, Galatia Sprague lately to wit, on the 28th day of February, A.D. 1850, before James Turner Esquire, a Justice of the Peace within and for the County of Union, recovered a Judgment against Marshall Clark for the sum of Twenty five dollars and fifteen cents Debt. and twenty two cents Costs of Suit: upon which said Judgment an execution was issued by the said Justice and returned, No goods found whereon to levy; and afterwards it was suggested to the said James Turner Esquire, Justice of the Peace as aforesaid, that the said Marshall Clark is possessed of lands and Tenements, as by the inspection of a transcript of the record and proceedings, thereof lately filed in our said Court of Common Pleas, appears to us of record; And now on the behalf of the said Galatia Sprague in our said Court of Common Pleas, we have been informed, that the said Judgment thereupon given in form aforesaid, still remains in full force and effect, in no wise set aside, reversed, paid off, or satisfied, and that execution still remains to be made to him thereupon of the goods and Chattels, Lands and Tenements of the said Marshall Clark. Wherefore the said Galatia Sprague hath besought us to provide him a proper remedy in this behalf; And we being willing that what is Just in this behalf should be done, Command you that you make known to the said Marshall Clark, to be before the Judges of our said Court of Common Pleas, on the first day of their next term to show, if he has or knows of any thing to say for himself, why execution ought

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not to issue against his goods and Chattels, lands and Tenements, to satisfy said Judgment & Costs. And further to do and receive what our said Court shall then and there Consider of him in this behalf; and have then there this writ. Witness James Kirkade Jr. Clerk of said Court of Common Pleas at Marysville, this 17th day of May A.D. 1850. James Kirkade Jr. Clerk. and afterwards to wit. On the 17th day of May A.D. 1850. Said Sheriff returned said writ, with his endorsement thereon as follows to wit: "Served this writ May 17. 1850. by delivering a certified Copy thereof to the within named Marshall Clark. Philip Snider Sheriff." and afterwards to wit. On the 27th day of May A.D. 1850. leave to plead by Tomorrow morning at nine O'clock. and afterwards to wit. on the 28th day of May A.D. 1850. this day came the said Galatia Sprague by Mr. Doughty his Attorney. and the said Marshall Clark though solemnly called came not but made default. therefore it is considered that the said Galatia Sprague upon the Judgment aforesaid have his execution against the said Marshall Clark. of the Debt and Costs aforesaid, with interest therein according to the Statute in such Case made and provided to be levied of the goods and chattels lands and tenements of the said Marshall Clark, and also that the said Galatia Sprague recover against the said Marshall Clark, Dollars. Cents for his Costs about his Suit in this behalf expended,
Attest: James Kirkade Jr. Clerk,

James Seaman & Sarah his Wife as Sester Ware William B. Spears James Spears and Chester Shattuck

Pleas before his Honor. James S. Torbert Esq. President. and Levi Phelps James K. Smith. and William W. Woods, associates Judges. at a Court of Common Pleas begun and held at the Court House in the town of Marysville. within and for the County of Union and State of Ohio. On the Twenty seventh day of May in the year of Our Lord One thousand eight hundred and Fifty.
Be it remembered that heretofore to wit. On the 29th day of May A.D. 1849. Came James Seaman and Sarah his wife by Messrs Stanton & Rogers their solicitors and filed in the Clerks Office of the Court aforesaid their Petition in Chancery, in the words and figures following, to wit: "To the Court of Common Pleas for the County of Union and State of Ohio. When in Chancery sitting. James S. Seaman and Sarah his wife of the County Logan and State of Ohio. represent to your honors that the said Sarah is the owner by leg inheritance from her father Elisha White late of the County of Union and State of Ohio. of an undivided third part of the following described premises. to wit: part of Virginia Military Surveys. Nos 6563 and No 6776. in Union County Ohio. On the waters of Mill Creek. beginning at a small Sugar tree and Beech Southwest corner to a tract of land sold by Duncan McArthur to Elisha White, thence with the line thereof. N. 8. E. 117 poles crossing Mill Creek to a red oak on the north east bank of the Creek. thence South 29 west 125 poles to two dead beech saplings.

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thence S. 82° E. 45 poles to the beginning containing sixteen acres, and also of the following premises, part of the same surveys, beginning at two sugar trees and hickory southeast corner to Jacob Woolstons Survey, No 3689, thence with the line thereof N. 83° West two hundred and sixty poles crossing Mill Creek three times to a small beech and sugar tree to the north line of Robert Means Survey No 5777, thence with said line S. 83° E. 105 poles to two small sugar trees, thence N. 71° East 260 poles crossing Mill Creek to two lymus an elm and hickory, thence N. 83° West 73 poles to the beginning, containing One hundred and seventy acres, also situate in said County of Union, all of which was patented to Duncan McArthur by patent bearing date the 9th day of January, 1845. Your Petitioners further represent that being desirous of selling said premises, your petitioner James Seaman applied to one Seicester Ware of Champaign County who is a man of considerable business qualifications and who has been in the habit of acting as agent for other persons in the sale and purchase of lands and other business transactions, and requested him to procure a purchaser for the above described premises, and promised to give him ten dollars for his services when a sale should be effected through his agency or instrumentality. This application was made to said Ware some time in the month of March 1849, a short time afterwards said Ware called on your petitioner James Seaman and told him he thought he had found a purchaser who would give petitioners One thousand dollars for their land which was the price for which they had been offering to sell it, and requested petitioner to meet him in Lewisburgh Champaign County where the proposed purchaser would meet them for the purpose of negotiating the terms of a sale. Petitioner having the most implied confidence in the said Ware and supposing him to be acting as his friend and agent agreed to and did meet him at Lewisburgh at the time appointed where petitioner was introduced for the first time to one William B. Spears of Champaign County. They then had a conversation about the land in which Spears seemed to be anxious to get the land and informed petitioner that he ~~owned~~ owned eighty acres of land on the Auglaise river within half a mile of Wapankonetta the County seat of the new County of Auglaise, which was worth from \$1000. to \$1200. Petitioner informed him that his object in selling the land was to raise money, and that he did not wish to exchange it for other land, Spears then informed petitioner that there was a Mr Chester Shattuck in or near Mechanicsburgh, who was very anxious to get the land owned by said Spears but that they were on bad terms with each other, and that Shattuck would not give him (Spears) as much for it by \$200. as he would give any other person and that Shattuck would give petitioner at least \$1000. or \$1200. for it, and advised petitioner to go and see Shattuck, on the subject. Petitioner accordingly went to see Shattuck in a day or two, when he informed him that he was anxious to buy Spears land in Auglaise and would pay \$1000. for it, \$400. in hand, and \$600. in one year, which payment he would secure by mortgage on the premises. It was thereupon agreed that the

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parties would meet and close the transaction in a few days on these terms; Petitioners to convey the above described premises to Spears, Spears to convey the land in Anglaise County to Petitioners who were immediately to convey the Anglaise County land to Shattuck. Who was to pay \$400. in hand and give his mortgage on the premises to secure the \$400. The parties met in pursuance of the arrangement, but Shattuck said his wife was not ^{present} and could not execute the mortgage, and Ware who professed to be acting as the agent for Petitioner said the mortgage would not be good without it was executed by Shattuck's wife. It was thereupon agreed that the deeds should be passed between Petitioners and Spears, and that for the present Petitioners should hold the title to the Anglaise County land and that Petitioner should go to Mechanicsburgh in a day or two and Shattuck would pay the \$400. and execute a mortgage in which his wife would join to secure the payment of the \$400. Petitioner accordingly went to Mechanicsburgh in a day or two afterwards for the purpose of receiving the money, and called on Shattuck who very coolly told him he had changed his mind, and had concluded not to buy the Anglaise County land, at the time of the execution of the deeds between Petitioner and Spears. Ware and Spears both assured petitioner that Shattuck was a man of un doubted responsibility and honesty and that whatever he said might be implicitly relied on. at the same time when Petitioner Sarah Seaman was going into the room to execute the deed Ware met her at the door, and protested that she should not execute the deed until Spears gave her the best dress that could be found in the town. Spears said he was not acquainted in town, was willing to do what was customary and liberal, and gave her ten dollars and asked her if she would be satisfied with that, to which she answered that she would. Petitioners immediately gave this \$10. to Ware in pursuance of their promise to pay him that amount for procuring him a purchaser for the land. petitioner further represents that all the transactions he was governed entirely by the advice and direction of Ware, who he supposed was acting as his agent and attorney guarding and protecting his rights and interest, and who was abundantly competent to manage such transactions. The deeds between Spears and Petitioners were executed on the 3rd day of April A.D. 1849, and on the refusal of Shattuck to purchase the Anglaise County land, petitioner was convinced that he had been duped and defrauded by a base and fraudulent conspiracy between Ware, Spears, & Shattuck. But to satisfy himself more fully as to the value of the land in Anglaise County, petitioner went to Wapankonetta a few days afterwards to ascertain its precise situation and probable value that he found when he got there that instead of the land being half a mile from Wapankonetta on the Anglaise river, it was 13 miles from Wapankonetta, some 8 or 10 miles from the river, in a swamp remote from any settlement, and probably not worth 50 cents per acre. The land is described as follows, the east half of the south west quarter of section 13 Town 6 south of range 7, east of lands subject to sale at Lima Ohio, containing 80 acres, and the deed from Spears to Petitioners is herewith filed marked A, and made part hereof. The land conveyed by Petitioners to Spears is

Said deed referred to in the foregoing bill & made part thereof. not on file

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one third part of an old and highly improved farm of 1860 acres on Mill creek in the immediate neighborhood of Newton worth from 18 to 20 \$ per acre. Your petitioners therefore charge that the said Leicester Ware, William B. Spears and Chester Shattuck have fraudulently confederated and combined together to defraud and cheat your petitioners out of their farm by false and fraudulent representations and pretences, and have succeeded in doing so, unless your petitioners can be relieved in this Court where matters of fraud are cognizable, as they are without all manner of remedy at the Common Law. Your petitioners therefore pray that the said Leicester Ware, William B. Spears, and Chester Shattuck may be made defendants to this petition and that they may answer the same. That the deed from petitioners to said William B. Spears may be decreed to be fraudulent and void and of no effect, and that said Spears may convey and release all his interest in said premises to your petitioners, and your petitioners are ready and anxious upon such decree to reconvey to said Spears the land conveyed to them in Anglaise County. And they pray that said contract may be rescinded, cancelled and put an end to, and that each of said parties may be restored to all that they have lost thereby. And for such other and further relief in the premises as equity and good conscience may require, and to your honors shall seem meet, and may it please your honors to grant the writ of Subpoena, Rogers & Stanton, Sols. for Compt. Ct. and afterwards to wit, on the 29th day of May A.D. 1850, a subpoena in Chancery was issued to the Sheriff Champaign County, in the words and figures following, to wit: The State of Ohio Union County, ss. To the Sheriff of the County of Champaign Greeting; We command you to summon Leicester Ware, William B. Spears and Chester Shattuck, to appear before the Judges of our Court of Common Pleas, at the Court House forthwith to answer a petition in Chancery, exhibited against them by James Seaman & Sarah his wife, and this they shall in no wise omit, under the penalty of one thousand dollars, and have then there this writ. Witness James Keitkadop Clerk of our said Court, at the Court House, this 29th day of May A.D. 1849. James Keitkadop Clerk of Common Pleas, and afterwards, to wit, on the 2nd day of June A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows, to wit, "June 1/49 served personally on Spears by reading and by copy of this writ, and Shattuck and Ware by leaving a copy of this writ at their place of residence. J. West Shff. by W. H. Ward Deputy." and afterwards to wit on the 2nd day of August A.D. 1849, the said Defendants by Messrs Conwin & Burnett their Solicitors filed herein their separate answers in the words and figures following to wit, "The separate answer of Leicester Ware to the Bill of Complaint of James Seaman & wife exhibited against him & others in Union Common Pleas in Chancery, and the said Leicester Ware for answer to so much of said bill as he is advised it is material that he should answer says, that he believes it to be true that the said Sarah was the owner of one third of the premises described in the bill situate in Union County which at the time mentioned in the bill, were conveyed by Complainants to said William B. Spears. Defendant denies that he has been in the habit of acting as agent for other persons in the sale and purchase of lands, or that he has ever in any instance acted for any body in the purchase of lands, and defendant denies positively that said James Seaman applied to him or employed him to procure a purchaser for said lands, said Seaman never made such a proposition to this defendant, but on the contrary defendant states that Seaman came to him at the time referred to, and inquired where

Said deed referred to in the foregoing bill & made part thereof. not on file

L.S.

he could contract a loan of \$300. in money. To which defendant replied that
 he might get the money of W^m D. Speers, who had money, if said Seaman could
 give good security. Said Seaman then said he would give 12 per centum
 interest for the money and furnish Jose Garwood or Sr Hamilton as surety
 and would give this defendant ten dollars to assist him in effecting the loan.
 Defendant then named a day for said Seaman to return, and in the mean
 time defendant had seen said Speers, and informed him of the proposition
 of said Seaman and of the sureties proposed, and on the day named said
 Seaman returned to this defendant's house, and having met said Speers in
 town, who had then consented to make said loan, on such terms and with
 such security, then informed said Speers that he could not obtain the
 proposed security, and offered to secure the amount by mortgage upon said
 land in Union County, said Speers refused real security, on a loan of money
 and in the course of a conversation about the land said Speers proposed to
 trade said Seaman a tract of 80 acres in Auglaise County for the said 56 acres
 in Union County. This defendant was not present and heard no part of the contract
 for the exchange of lands between said Seaman and Speers, further than the mere
 proposition as above stated, and denies positively that he acted or pretended to
 act or have any any participation in said contract as the agent of said Seaman
 or otherwise, but states that after the proposition for an exchange had been made
 as above stated the parties left the house of this defendant and he heard nothing
 and knew nothing of said contract until he was informed of by the parties after
 the same was made, and complainant Seaman requested this defendant to go to
 his house upon a subsequent day, and draft the deeds to be interchanged between them.
 In pursuance of which request defendant did go at the time appointed, and assis-
 ted by one Esquire Sym did draft the deeds as he believes correctly, and faithfully.
 Defendant admits that at the time of executing said deeds he suggested in good
 faith and in accordance with custom that said Speers should make a present to
 complainant Sarah upon her signing the deed, and that said Speers did hand
 her \$10. as stated in the bill, but defendant denies that he received said \$10. or
 one cent of it or of any other funds from the complainants or either of them at
 that or any other time for his services in the premises. Defendant here positively
 denies any further or other participation in said contract between complainants and
 said Speers, then as above stated, and also denies any other knowledge of said con-
 tract except as the same has been subsequently stated to him by the parties. Defendant
 also denies that he has ever at any time had any property or interest in the subject
 matter of said contract. In further answering said bill defendant here positively
 states that he had no agency or participation whatever in said alleged contract
 between complainants and said Chester Chattuck, except that when said Chatta-
 uck tendered said Seaman the sum of \$400. in money which was offered to
 said Seaman in presence of this defendant, this defendant honestly believing that
 said money and mortgage were offered by said Chattuck in good faith, advised
 and urged said Seaman to take said money and mortgage, stating to him that the land
 would or ought to be good for the deferred payment if Chattuck was willing
 to pay \$400. in cash down on the land - that Chattuck's wife would
 never be able to disturb him unless she should survive her husband

and that he ought not to give up the trade on that account, but against the advice of this defendant and also of one Levi Gunn of Lewisburg who participated in the conversation, said Seaman refused to close said contract with said Chattuck unless the signature of his wife was procured to said mortgage. And defendant here positively denies all and singular the allegations of said Bill inconsistent with this statement, In further answering defendant positively states that he had no manner of interest in said contract of Complainant & Chattuck or that he had any agency or gave any opinion or advice about the same, except as above stated, Defendant positively denies the charge of fraud confederation and combination with which he is most unjustly charged in said Bill, and here states that during the making and completion of each of said contracts he had no agreement or arrangement with the said Speers or Chattuck to cheat or defraud the Complainants or either of them. And having answered said Bill so far as the same relates to this defendant and as fully as he is advised it is material that he should answer, and as fully as he can answer asks to be hence dismissed with his costs &c. Leicester Ware, Corwin & Burnett Sols. State of Ohio Champaign County ss. Personally came before me a Justice of the Peace of said County Leicester Ware who being first duly sworn says that the several matters and things in the foregoing answer in Chancery contained so far as they purport to be of his own knowledge are true and so far as they purport to be from information of others he believes them to be true. Leicester Ware, Sworn to & subscribed before me this 24th July 1849. Nelson Rhodes J.P. The separate answer of William B. Speers to the Bill of complaint of James Seaman and Wife exhibited against him & others in Union Common Pleas in Chancery. And the said William B. Speers for answer to so much of said Bill as he is advised it is material that he should answer says that it is true that Complainant Sarah was the owner in fee of the premises situate in Union County Ohio, described in the Bill, which were conveyed by Complainants to Defendant in fee simple at the times mentioned in the Bill, and which this defendant for a valuable consideration to him in hand paid by James Speers of Champaign County, on or about the 20th day of May 1849, and before the commencement of this suit conveyed in fee by bona fide deed of conveyance to said James Speers who is now and since the date of said conveyance has been the owner of the legal and equitable title thereto, and since when this defendant has had no kind of right title or interest thereto whatever. This defendant knows nothing of any employment by Complainants of the said Leicester Ware to act as their agent, in the sale of said premises or of any conversation, agreement or understanding between them, and therefore can neither admit or deny the allegations of the Bill in that behalf, but this defendant alleges that the exchange of lands with Complainants was contracted for by the said James Seaman with this defendant without the intervention or agency of any body, and if said Ware was acting as Agent of Complainants in said exchange it was carefully concealed from this defendant both by said Ware and Complainants and this defendant did not at the time suspect any such secret agency against him, and is informed by said Ware that the charges of the Bill in that behalf are wholly untrue. Defendant admits that at the time referred to said Ware did apply to him on behalf of said James Seaman for a loan of some \$300, or \$400, which was finally refused by defendant because the security offered for the repayment of the money was not satisfactory but this defendant denies

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That said Ware applied to him on behalf of Complainants to purchase said
 Union County land. And on the contrary states that the proposition for exchange
 of lands described in the Bill was originally made by defendant to said James
 Seaman and the exchange was finally concluded by them alone, without the
 agency of the said Ware, except in drafting the deeds. Defendant admits that
 he proposed to Complainant to trade him the eighty acres of land in Auglaise
 County for the 56 acres in Union County but he here positively denies that at that
 time or any other time he represented to Complainant directly or indirectly that
 said 80 acres was "on the Auglaise river," or that the same was "within half a mile
 of Wapankonetta, and states that he made no misrepresentation to Complainant
 as to the location or quality of said land, at the time informing Complainant that
 defendant had not seen the land but was informed and believes that it was a fair
 average quality of wild land and defendant still believes that representation to be
 true and upon reliable information denies that said land is in a swamp or
 wet land and asserts that the same is a fair quality of land, well timbered
 dry and susceptible of improvement and cultivation, as readily as the average
 quality of lands in Northwestern Ohio, defendant admits that when Complain-
 ant enquired of him where he could sell the Auglaise County land he told Complai-
 nant that said Chester Chattuck had offered him \$800. in patent rights for the
 land but that he and Chattuck could not trade but defendant positively denies
 that he represented to Complainant that defendant and Chattuck were on bad
 terms and that on that account they could not trade, defendant positively denies
 the allegations of the Bill in that behalf, and admits it to be true that said Chattuck
 had before that time made to defendant the offer for said land above stated
 and that he made no representations to Complainant in that behalf inconsistent
 with strict truth. Defendant here absolutely denies all that part of the Bill char-
 ging him with any participation in the contract between Complainant and said
 Chattuck or in arranging the terms or time or manner of performing or completing
 said contract, defendant also denies that there was any community of interest between
 him and said Chattuck on the subject matter of said contract, or that there was any
 confederation or agreement between defendant and said Chattuck or said
 Ware to cheat, defraud, or injure the Complainant, or that he asked or procured
 said Chattuck to make any offer or contract with Complainant for or about said
 land in Auglaise County, and asserts that the conversation and agreements of said
 Chattuck and Complainant in regard thereto were without the solicitation, procurement
 or agency of this defendant but solely at their own instance and on their own
 account and responsibility. In further answering defendant says or to the said
 alleged agreements appointments and conversations mentioned in the bill between
 said James Seaman and said Chattuck this defendant knows nothing, and there-
 fore can neither admit or deny them. Defendant denies that said land conveyed
 by Complainants is worth \$18. or \$20. per acre but on the contrary asserts that he sold
 and conveyed the same in fee for \$800. which he then regarded and now believes
 to be a good price for the same. Defendant denies the charges of fraud misrep-
 resentation, combination and confederation in the Bill contained so far as they
 relate to this defendant, and also denies all and singular the allegations of said
 Bill not herein before denied or admitted so far as they relate to this defendant

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And so far as they come within the knowledge of this defendant, And having answered said Bill as fully as he can, and as fully as he is advised it is material that he should answer asks to be hence dismissed with his costs, William B. Speers, Corwin B. Summitt sds. The State of Ohio Champaign County ss. Personally came before me a Justice of the Peace of said County William B. Speers who being first duly sworn says that the several matters in the foregoing answer in Chancery Court are true, so far as they purport to be of his own knowledge are true, and so far as they purport to be derived from information he believes them to be true. July 28, 1849, William B. Speers, Sworn to & subscribed before me July 28, 1849, A. J. Vance J. P. The Separate answer of Chester Chattuck to the Bill of Complaint of James Seaman wife exhibited against him & others in Union Common Pleas in Chancery. And the said Chester Chattuck for answer to so much of said Bill as he is advised it is material that he should answer says, that he knows nothing of the title to the lands in Union County described in the Bill, or of any of the alleged contracts in relation thereto or conveyances of the same, and knows nothing of the several charges in said Bill in relation to said Ware or said Speers, or of the participation of said Ware in said Contract of Complainant & Speers, and defendant knows nothing of any representations made to Complainant at the time of said transaction in regard to the location, quality or value of said Auglaise County land, Defendant was not present at the time of said alleged dealings, had no participation in or knowledge of them, until he was informed by Seaman or said Speers or both that they had made such an exchange of lands and therefore this defendant can neither admit or deny any of the allegations of said Bill in relation to said Ware or Speers or the contracts made by them, And further answering Defendant says, that at the time referred to Complainant came to the residence of Defendant in Mechanicsburg in Champaign County and proposed to sell him said land in Auglaise County, and after various propositions had been interchanged in regard thereto, it was finally agreed that Complainant should convey said land to defendant in fee simple, and that defendant should pay Complainant \$400. in money and \$600. in 18 months and not in 12 months as is falsely charged in said Bill, and a day was appointed for the completion of said agreement, at the time and place appointed Defendant procured a blank mortgage to be filled up to secure said deferred payment of \$600. and proposed to said Seaman to pay him said \$400. in money which defendant then had in his possession and offered to said Seaman several times, and also offered to execute and deliver to said Seaman said mortgage in pursuance of their said contract but said Seaman refused utterly to take said money or mortgage unless defendant would procure the signature of his wife thereto, this defendant did not chose to return to Mechanicsburg to procure the signature of his wife to said mortgage, and as complainant would not complete his contract and secure said money and mortgage as above stated, the agreement between Complainant and defendant was put an end to, this defendant expressly denies any and all confederation, combination or agreement with said Speers or Ware to cheat or defraud Complainants or either of them, Defendant knows nothing of the several other allegations in said Bill contained and therefore can neither admit or deny them, Defendant expressly denies the several other allegations of said Bill so far as they relate to this defendant not herein before denied or admitted and denies all and singular the allegations of said Bill inconsistent with the matters herein set forth, And having answered said Bill as fully as he can answer, and as fully as he is advised it is material that he should answer asks to be hence dismissed with his costs Chester Chattuck.

Comin. W. Burnett Sols. The State of Ohio Champaign County ss. Personally came before me a Justice of the Peace of said County Chester Shattuck, who being first duly sworn says that the several matters and things in the foregoing answer in Chancery contained, so far as they purport to be of his own knowledge are true and so far as they purport to be derived from information he believes them to be true (Chester Shattuck, Sworn to & subscribed before me July 28. 1849, A. J. Vance J. P.) And afterwards to wit on the 14th day of August A. D. 1849.

The Complainants are ruled to put in security for costs in thirty days from the rising of this Court and this Cause continued. And afterwards to wit on the 14th day of August A. D. 1849, the Complainants filed herein a bond for costs in the words and figures following to wit: Whereas in the suit of James Seaman and Sarah S. his wife against Sister Ware William B. Spears and Chester Shattuck in the Court of Common Pleas of Union County Ohio. The said James Seaman and Sarah S. his wife was ruled to enter security for costs in 30 days. Therefore I Diantha White, do hereby acknowledge myself bail for costs for said James Seaman and Sarah S. his wife in the special sum of One hundred dollars to be levied of my goods and Chattels lands and tenements in case the said James Seaman and Sarah his. shall fail to pay all legal costs that may be adjudged against them in said suit. Witness my hand and seal this 14th day of August A. D. 1849. Diantha White Seal, Approved August 14. 1849. H. K. Hade Jr Clerk. and afterwards to wit on the 15th day of October 9. 1849. The said Complainants By Messrs Rogers & Stanton their Solicitors filed herein their amended Bill. in the words and figures following. to wit: To the Court of Common Pleas for the County of Union and State of Ohio when Chancery sitting, James Seaman and Sarah his wife of the County of Logan and State of Ohio, represents to your honors, that on the 29th day of May A. D. 1849. they filed in the office of the Clerk of your honorable Court their Original Bill of Complaint against William B. Spears, Chester Shattuck and Leicester Ware of the County of Champaign and State. charging as is therein charged, that said defendants by fraudulently combining and confederating together had by sundry fraudulent misrepresentations which are more particularly specified in said Original bill, cheated and defrauded your petitioners of certain real estate situate in said County of Union and which is more particularly described in said original bill. And said original petition thereupon prayed that the deed executed by your petitioners might be decreed void for said fraud and misrepresentation. And your petitioners further represent that such proceedings were had upon said petition, that subpoenas were returned "served" upon all of said defendants to the May term of this Court A. D. 1849. that on the 2nd day of August A. D. 1849 said defendants all filed their answers to said Original petition. Your petitioners further allege that the said William B. Spears in his answer alleges, that on the 30th day of May A. D. 1849, and before the filing of said Original petition, he had sold and conveyed the premises in said Original petition described to his brother James Spears of Champaign County Ohio, in good faith and for a valuable consideration. But your petitioners deny that said conveyance was made before the filing of their original petition and the service of subpoena thereon. And if any deed bearing any such date is in existence your petitioners charge that it is ante dated, and does not bear date on the day it was in fact executed. Your petitioners further state and charge if any such deed was in fact at any time executed by the said William B. Spears, to the said James Spears, that it was not in good faith and for a valuable consideration. but that it is colorable and collusive only, and that no consideration was in fact paid or meant and intended to be.

Your petitioners therefore pray that said Original Bill may be taken as part and parcel of this their amended bill as full and completely as though the same were here again copied and repeated. Your petitioners further pray that the said James Speers may be made defendant to this their amended and their original petition, and that he may answer the same, that he may state particularly the time and place of sale of said land the consideration paid, how much has been paid, and how much remains unpaid, and how it is secured, In what the payments were made whether in money or in property &c, that a subpoena may issue for the said James Speers, and that your petitioners may have such relief in the premises as is prayed for in their original petition, Request Stanton Jols for Complete." And afterwards Savit: at the November term of said Court A.D. 1849, this cause was continued, and afterwards at the May Term of said Court Savit: on the 28th day of May A.D. 1850, the Court being satisfied from the evidence offered in this cause that James Speers one of the defendants therein and against whom complainant in his amended bill prays process, was at the time of filing the same and still is a nonresident of the State of Ohio & that the complainant has caused notice of the pendency of the said Bill containing a summary statement of the object and prayers thereof to be published six consecutive weeks subsequent to the 27th day of March last and prior to the first day of the present term in the Marysville Tribune a newspaper printed in the County of Union and State of Ohio, & of general circulation therein do order the same to be entered on the Journal of said Court accordingly and this cause continued, The proof of publication of said notice reads in the Woods and figures following: Savit: Court of Common Pleas, Union County Court of Common Pleas May Term A.D. 1850, Personally appeared in open Court David W. English of lawful age who being duly sworn makes oath & says that the notice in the Cause of James Seaman and wife vs Lister War et al, a true copy of whereof is hereto attached was published for six consecutive weeks immediately succeeding the 27th March A.D. 1850 in the Marysville Tribune a newspaper printed in the County of Union & State of Ohio, & of general circulation therein, David W. English, Sworn to and subscribed before the undersigned in open Court this 28th day of May A.D. 1850, James R. Knicker for Clerk." Said notice thereto attached reads, "Notice is hereby given, that on the 29th day of May A.D. 1849, James Seaman and Sarah his wife of the County of Logan and State of Ohio, filed their bill in Chancery, in the Office of the Clerk of the Court of Common Pleas of Union County, against William B. Speers, Chester Shattuck and Lister Ware, of the County of Champaign and State of Ohio, stating that the complainant Sarah Seaman was the devisee of one undivided third part of a certain farm, situated in the County of Union and State of Ohio, more particularly described in said petition, and stating that by fraudulent representations respondents fraudulently procured from complainants a deed in fee simple for one undivided third of said farm; and praying that said conveyance may be rescinded, and put an end to, and that the title thereto may be restored to complainants. That process of subpoena has been served upon said defendants and that they have filed their answer to said petition, That on the 15th day of October 1849, complainants filed their amended petition in said cause, setting forth, that after the filing of said original petition the said William B. Speers fraudulently conveyed said premises to his brother James Speers, for the purpose

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of preventing the same from being decreed to Complainants. That Subpoena was issued to the Sheriff of Champaign County, which was returned not found, that the said James Speers had removed to the State of Illinois where he now resides. The said James Speers will therefore take notice that unless he appear and plead, answer or demur to said Original and amended petition within sixty days ~~after~~ the next Term of said Court. That Complainants, at the next Term of the expiration of said sixty days, will apply to the Court, to take said petition as confessed and to decree thereon accordingly. James Kirkade Jr Clerk, March 27, 1850, and afterwards Court at the May Term of said Court, Court on the 29th day of May A.D. 1850. It appearing to the Court that this cause and the several matters and things therein involved have been settled, arranged, and adjusted by and between the parties. It is ordered, and adjudged and decreed that this cause be dismissed in pursuance of said agreement and that the said Complainants and each of them, do stand forever enjoined from sitting up or prosecuting any other or further claim to the premises described in said bill as having been conveyed by Complainants to the said William B. Speers, and that the said each party do within thirty days pay their own costs in this proceeding, or in default thereof that execution issue hereon as upon Judgments at Law.

Attest: James Kirkade Jr Clerk,

John J. Ellison
vs
Joseph Norris &
James Norris

Pleas before his Honor James S. Torbert, Esq. President, and Levi Phelps, James R. Smith, and William W. Woods, his Associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. On the Twenty seventh day of May in the year of our Lord One thousand Eight hundred and Fifty.

Be it remembered that heretofore to wit on the 29th day of May A.D. 1849, came John Hutchisson one of the Justices of the Peace in said County, and filed in the Clerks Office of said Court the following Transcript, to wit:

J. J. Ellison	Suit brought on a claim of damages \$99. as per bill of particulars filed an application of the plaintiff summons issued
us	Dec. 5 th 1848 to H. Hamann Constable made returnable 9 th instant
Joseph Norris and James Norris	at 2 o'clock P.M. same date issued subpoenas for Silas Peisold Jacob Peisold, Edward Norris, Marinas Gillit, Martin W. Brown
Justices fees	Jacob Peisold, Edward Norris, Marinas Gillit, Martin W. Brown
Summons	12 ^{cts} and Thomas W. Long witnesses for Plaintiff Dec. 6 th 1848.
7 subpoenas	36 ^{cts} On application of defendant issued subpoenas for S. W. Hill, Jacob
6 subpoenas	32 ^{cts} Pennypacker, Isaac Anderson Herison Menymann, Elijah Kent
Swearing witnesses	50 ^{cts} and John S. Smart, Jacob S. Felkmers name inserted on the day
Judg =	25 ^{cts} of trial by Order of the Plaintiff. Summons returned in due time
Satisfaction	10 ^{cts} indorsed Served by reading Dec. 9 th 1848 P.M. the parties appeared
Constable fees	1.65 and being ready for trial the above named witnesses were sworn
Witness fees	6.50 And trial had whereupon it is considered by me that the plaintiff

in the action recover of the defendant the sum of twenty seven dollars damage and the costs of suit taxed at nine dollars eighty three and a half cts. State of Ohio Union County ss. I John Hutchisson a justice of the Peace within and for the townships of Mill creek in said County do hereby certify that the foregoing is a true Copy from

my docket of the proceedings and judg. in the above case. Given under my hand and seal this 15th day of Dec. 1848. John Hutchisson J.P. seal. In the action J. J. Ellison vs Joseph Norris and James Norris, I Edward Norris, acknowledge myself bail for the appellant in the sum of Security three dollars and sixty seven cts. 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 signed Edward Norris, taken signed and acknowledged this 15th day of Dec. 1848. before me John Hutchisson J.P. and afterwards to wit at the August Term of said Court A.D. 1849. This Cause was continued, and afterwards to wit. On the 22nd day of November A.D. 1849. the said Plaintiff by S Finch his Attorney filed herein his Declaration in the words and figures following. To wit: "Union County ss. Court of Common Pleas. October Term A.D. 1849. John J. Ellison who sued in the Court below by the name of J. J. Ellison. Complains of Joseph Norris & James Norris of said County in a plea of assumpsit for that whereas the said John J. Ellison, heretofore, to wit. On the 12th day of November A.D. 1847. was in possession of a large tract of land lying in said County of Union and was about to clear the same; in doing which the said plaintiff would necessarily make a large quantity of ashes, and so being in possession of and about to clear said land as aforesaid. the said defendants at that time, to wit. On the day and year last aforesaid. came to the said plaintiff and entered into the following agreement with him that is to say, the said plaintiff should collect and crib for safe keeping such ashes as he should make in clearing said land in 1848 and in the fall of said year should assist the said defendants, rating as one hand, upon and about the converting the said ashes so to be collected as aforesaid into pearl ashes, in consideration of which the said defendants agreed to convert the said ashes in the fall of 1848 into pearl ashes, and to give the said plaintiff three fourths of what pearl ashes should be made, retaining the one fourth for themselves, and the plaintiff avers that in pursuance of said agreement with said defendants, he did in the clearing of said land in the first part of the year 1848. collect and crib a large quantity of ashes, to wit. ten thousand bushels in doing which he incurred great expense, to wit. fifty dollars, and that during the fall of 1848 he held himself in readiness to assist the defendants, according to agreement, in converting said ashes into pearl ashes, and also that in the fall of 1848. he called upon the defendants at divers times, to wit. between the first day of September and the first day of November of said year and requested them to fulfil their part of said agreement according to the terms thereof; which they have hitherto wholly neglected and refused to do, to the damage of said plaintiff fifty dollars, and also for that whereas the said defendants on the first day of December 1848 at the County aforesaid was indebted, to the said plaintiff in fifty dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendants at their request; and in fifty 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 fifty dollars for the price and value of work then and there done and materials for the same provided by the plaintiff for the defendants at their request; and in fifty dollars for money then and there lent by the plaintiff to the defendants at their request.

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And in fifty dollars for money then and there paid by the plaintiff for the use of the defendants at their request; and in fifty dollars for money then and there received by the defendants for the use of the plaintiff; and in fifty dollars for money found to be due from the defendants to the plaintiff on an account then and there stated between them, and whereas the defendants afterwards on the 5th day of December 1848 in consideration of the premises then there promised to pay the said several sums of money on request, to the plaintiff. Yet they have disregarded their promises and have not paid the said several sums of money nor either of them nor any part thereof, to the damage of the plaintiff fifty dollars, and thereupon he brings suit &c. by S. Finch his atty. and afterwards the said defendants by Powell & Buck their attorneys filed herein their Plea in the words and figures following, to wit: "And the said Joseph Norris and James Norris come and defend &c. and say that they did not assume and promise in manner and form as the said John J. Ellison hath above thereof complained against them and of this the said defendants put themselves upon the country and the said plaintiff doth the like Powell & Buck attys for Defts. and afterwards to wit, at the November Term of said Court A.D. 1849, this Cause was continued, and afterwards to wit, at the May term of said Court Court, on the 29th day of May A.D. 1850, this day came the parties by their attorneys, and thereupon came a Jury to wit, David S. Noville, William Spain, Thomas Turner Sr, Ralph Graham, Samuel M. Cameron, James Kirkade, Harrison Shaw, Thomas Robinson Jr, William Hamilton, Presley Said, Samuel Mitchell, and Samuel Myers, who being empanelled and sworn and afterwards by consent of parties, one of the jurors is withdrawn and Jury dismissed, and by consent of parties it is considered that the defendants did undertake and promise as the plaintiff has complained, and has sustained damages by reason thereof, to the sum of five dollars, therefore it is considered by the Court by consent of parties as aforesaid that the said plaintiff recover of the said, Joseph Norris and James Norris, the said sum of five dollars his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at _____ dollars.

Attest: James Kirkade Jr Clerk,

John Doe Ex Dem
Joseph & Ira C. Johnson
by
Richard Roe

Pleas before his Honor James S. Forbort Esqr. President and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twenty seventh day of May in the Year of Our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore to wit, on the 27th day of May A.D. 1850 came Joseph and Ira C. Johnson by Messrs Leonis their attorneys, and filed in the Clerks of Office of said Court, their Declaration, together with notice to the Tenant and the return of service, which reads in the words and figures following, to wit: "Court of Common Pleas of Union County of the Term of May A.D. 1850. The State of Ohio Union County ss -

John Doe. ~~Complains~~ of Richard Roe for that Joseph Johnson and Ira C Johnson on the tenth day of May A.D. 1850 at Union County aforesaid had demised to the said John the following lands and tenements, to wit, "Beginning at a stake N. E. corner of Samuel Reeds heirs one Coes line. thence S. 43. E. 129 poles to two bur oaks and two elms, thence S. 36. W. 60 1/2 poles to a stake thence N. 85 W. 164 poles to three bur oaks, thence N. 28 1/2 E. 97 poles to two bur oaks, thence N. 54 1/2 E. 77 poles to the beginning containing 109 1/2 acres be the same more or less. Survey No. 7822 Virginia Military lands, patented to Anthony Walk." Also One hundred messuages, One hundred Cabins, One hundred barns, One hundred Stables, One hundred out houses, One hundred gardens, Five hundred acres of arable land, five hundred acres of meadow land five hundred acres of pasture land, five hundred acres of wood land, five hundred acres of land covered with water, and five hundred acres of other land with the appurtenances situate in said County of Union. To have and to hold the same to the said John from the said tenth day of May A.D. 1850. for and during the term of ninety 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 fourteenth day of May A.D. 1850. at Union County aforesaid 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 damages ten dollars, and therefore he sues &c. By J. A. & J. Corwin his attys. Mrs. Elizabeth Cochran. Madam: 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 (the present May) of the Court of Common Pleas within and for the said County of Union and State of Ohio, and make yourself defendant in my stead, otherwise Judgment will then be rendered against me by default, and you will be turned out of possession. May 17th 1850. Richard Roe, John Doe Ex Dem Joseph Johnson and Ira C. Johnson vs Richard Roe John J. Davis of Union County makes Oath and says that he, On the seventeenth day of May A.D. 1850. did personally serve Elizabeth Cochran tenant in possession of the premises, in the annexed declaration mentioned, or of part thereof with a true copy of the annexed declaration and notice and at the same time acquainted the said Elizabeth Cochran with the intent and meaning of the said declaration and notice, John J. Davis, Sworn to and subscribed before me this 27th ^{day} of May A.D. 1850 David Burnham J.P." And afterwards at the May Term of said Court, to wit, on the 29th day of May A.D. 1850. This day came the said John Doe by Messrs. Corwin's his Attornies, and the said Richard Roe through solemnly called called not but made default, therefore it is considered by the Court that the said John Doe recover against the said Richard Roe his said term yet to come in the tenements aforesaid with the appurtenances,

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William Reed
 vs
 Thomas G. Alley

Pleas before his Honor James S. Torbert Esq. President. and Sevi Phelps, James R. Smith, and William W. Woods, his Associates, Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the Twenty seventh day of May in the year of Our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore, to wit. On the 9th day of May A.D. 1850. Came William Reed by Messrs Allison Hurry his Attornies and filed in the Clerks Office of said Court his Declaration, in Attachment, in the words and figures following, to wit. "The State of Ohio Union County ss. Court of Common Pleas, of Union County November Term 1849. William Reed Complains of Thomas G. Alley, in a plea of Assumpsit, for that whereas the defendant on the 1st day of April 1849 at the County of Union aforesaid was indebted to the plaintiff in the sum of thirty dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request; And in thirty dollars, for work then and there done and materials for the same provided, by the plaintiff for the defendant at his request; And in thirty dollars for money then and there lent by the plaintiff to the defendant, at his request; And in thirty dollars, for money then and there paid by the plaintiff, for the use of the defendant, at his request; And in thirty dollars, for money then and there received by the defendant, for the use of the plaintiff; and in thirty dollars, for money found to be due from the defendant to the plaintiff, on an account then and there stated between them. And the defendant afterwards, on the day and year last aforesaid at the County aforesaid, in consideration of the premises respectively promised ~~the~~ plaintiff to pay him the said several monies on request; yet the defendant hath disregarded his promises, and hath not paid any of said moneys, or any part thereof; to the damage of the plaintiff of thirty dollars; and therefore he brings ^{his} Suit &c. By Allison Hurry his Atty's and afterwards at the May Term of said Court. To wit On the 29th day of May A.D. 1850, William Reed vs Thomas G. Alley. In Attachment, proceedings commenced by Andrew Keyes. This day came also the said William Reed by Messrs Allison Hurry his Attornies and filed his declaration against the said Thomas G. Alley, who being again three times solemnly called came not but made default. It is therefore ordered that his said default be entered and the same is done accordingly. And thereupon it is considered that the said William Reed ought to recover his damages by reason of the premises, and neither of the parties requiring a Jury, and the Court being fully advised in the premises do assess the damages of the said William Reed to thirteen dollars and eighty seven cents. Therefore it is considered that the said William Reed recover against the said Thomas G. Alley, the said sum of thirteen dollars and eighty seven cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed at

Dollars.

Attest: James Kirkade Jr Clerk

A. Chapman
 vs
 Thomas G. Alley

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A. Chapman
vs
Thomas G. Alley

Pleas before his Honor James S. Torbert, Esqr. President, and Levi Phelps, James R. Smith and William W. Woods his associates Judges, At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the Twenty seventh day of May in the year of Our Lord One thousand Eight hundred and Fifty.

Be it remembered that heretofore to wit, on the 9th day of May A.D. 1850, Came A. Chapman by Messrs. Allison Henry his attornies and filed in the Clerks office of said Court his declaration In Attachment, in the words and figures following, to wit, "The State of Ohio Union County ss. Court of Common Pleas of Union County, November Term 1849. A. Chapman Complainant of Thomas G. Alley, in a plea of assumpsit, for that whereas, one William Impson on the 29th day of August 1845 at the County of Union aforesaid, made his promisory note in writing, and thereby promised to pay the defendant One hundred dollars in one year from the 1st day of March next after the date thereof, to wit, by the 1st day of March 1847, which period has now elapsed, and the defendant then and there indorsed and delivered the said note to the said plaintiff; and the said William Impson did not pay the amount of the said note, although the same was there presented to him on the day when it became due, of all which the defendant then and there had ^{due} notice, And whereas also the said William Impson on the 29th day of August 1845, at the County of Union aforesaid, made his other promisory note in writing and thereby promised to pay to the defendant Two hundred dollars on the 1st day of March 1849, which period has now elapsed; and the defendant then and there indorsed and delivered the said note to the said plaintiff; and the said William Impson did not pay the amount of the said note although the same was there presented to him on the day when it became due, of all which the defendant then and there had notice; And whereas also the defendant on the 1st day of April 1849 at the County of Union aforesaid was indebted to the plaintiff in the sum of Five hundred 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 Five hundred dollars for lands and tenements then and there sold by the plaintiff to the defendant at his request; and in Five hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request; And in Five hundred dollars, for money then and there had and received by the defendant for the use of the plaintiff, And in Five hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, And the defendant afterwards on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively, promised the plaintiff to pay him the several monies herein above mentioned on request, yet the defendant hat disregarded his promises; and hath not paid any of the said moneys, or any part thereof; to the damage of the plaintiff of Five hundred dollars; and therefore he brings his suit &c. By Allison Henry His attys; And afterwards at the May Term of said Court, to wit, on the 29th day of May A.D. 1850, A. Chapman vs Thomas G. Alley, In attachment, proceedings commenced by Andrew Reyes, This day Came also the said A. Chapman by Messrs. Allison Henry his attornies and filed his declaration

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against the said Thomas G. Alley, who being again three times solemnly called came not but made default; It is therefore ordered that his said default be entered and the same is accordingly done. And thereupon it is considered that the said A. Chapman ought to recover his damages by reason of the premises and neither of the parties requiring a Jury and the Court being fully advised in the premises do assess the damages of the said A. Chapman to three hundred and eighty five dollars, and fifty cents Therefore it is considered that the said A. Chapman, recover against the said Thomas G. Alley the said sum of three hundred and eighty five dollars and fifty cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf expended taxed at _____ Dollars,

Attest. James Rinkade for Clerk,

Silas H. Cleveland &
Mary W. Cleveland
vs
Addison Osborn
Margaret Osborn
Elizabeth Osborn
Octavia Osborn &
Josiah Osborn

Pleas before his Honor James S. Torbert, President and Levi Phelps, James R. Smith and William W. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the town of Mansville within and for the County of Union and State of Ohio on the Twenty seventh day of May in the year of Our Lord One thousand eight hundred and Fifty,

Be it remembered that heretofore, to wit, on the 26th day of June A.D. 1849 came Silas H. Cleveland and Mary W. Cleveland by Messrs. Allison Henry their Solicitors and filed in the Clerks Office of said Court their Petition in the words and figures following, to wit: "To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union and State of Ohio, in Chancery Sitting: Silas H. Cleveland and Mary W. Cleveland his wife (formerly Mary W. Osborn) both of Marion County Ohio, represent to the Court that Marquis S. Osborn, late of Union County Ohio departed this life on or about the _____ day of _____ A.D. 1841 leaving the said Mary W. his widow, and leaving Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn, who reside in the Counties of Logan and Marion in the State of Ohio, and all of whom are minors, his heirs and legal representatives; that the said Marquis S. Osborn during Coverture with your petitioner the said Mary W. was seized as an estate of inheritance of the following real estate, to wit, Virginia Military Survey No 10945, in the name of Robert Green, situate in said Union County, and Virginia Military Survey No. 12,427 in the name of James Galloway situate in said County of Union, bounded and described as follows, beginning at three beeches north corner to the representatives of Rowland Madisons, Survey No. 9917. Thence N 78° E 322 poles to two ashes and a beech; Thence S. 12° E 134 poles crossing rush creek to two buckeyes, a beech, and sugar tree, in the line of James Burwicks Survey No. 9918, thence with his line S. 78° W. 328 poles, to two white oaks in the line of said Madisons Survey; thence with said line correcting the course thereof N 9½° W 134 poles crossing the Creek to the beginning, except sixty five acres and fifty two poles in said Survey No 10945 formerly sold by said Osborn to David

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Cummingham, and one half an acre in said survey No 13427 formerly sold by said Osborn to School District No - and also excepting En lots in the town of Arbelia numbered fifteen (15) sixteen (16) seventeen (17) Twenty (20) twenty two (22) twenty four (24) twenty five (25) twenty seven (27) twenty eight (28) and twenty nine (29) formerly sold by said Osborn to various persons; in all of which lands your petitioner the said Mary W. is entitled to Dower. Your petitioners further state that on or about the first day of June A.D. 1849 they in a peaceable manner requested the said heirs of Marquis S. Osborn deceased to assign reasonable dower in said premises to your petitioner which they refused to do. Your petitioners therefore pray that the said Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn, may be made defendants to this petition; that they may answer the same, and that reasonable dower ~~in~~ said premises may be assigned to your petitioners, and that they may have such other and further relief in the premises as shall seem equitable. By Allison Henry their Solicitors, and afterwards, to wit: On the 26th day of June A.D. 1849. the following Subpoenas in Chancery were issued out of the Clerk's office of said Court, to wit: The State of Ohio Union County, ss. To the Sheriff of the County of Marion Greeting: We Command you to summon Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn, to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of the term next ensuing, to answer a Petition for Dower exhibited against them by Silas H. Cleveland and Mary W. Cleveland, and this they shall in no wise omit, under the penalty of One thousand dollars; and have them there this writ. Witness James Kirkade for Clerk of our said Court, at the Court House, this 26th day of June A.D. 1849. James Kirkade for Clerk of Common Pleas. The State of Ohio Union County, ss. To the Sheriff of the County of Logan Greeting: We Command you to summon Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn, to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of the term next ensuing, to answer a Petition for Dower, exhibited against them by Silas H. Cleveland and Mary W. Cleveland and this they shall in no wise omit, under the penalty of One thousand dollars; and have them there this writ. Witness James Kirkade for Clerk of our said Court, at the Court House, this 26th day of June A.D. 1849. James Kirkade for Clerk, and afterwards to wit: On the 3rd day of July A.D. 1849 said Sheriff of Marion County returned said writ with his endorsement thereon as follows, to wit: "This writ is not served for want of sheriffs fees which will be about \$3.00. David Epler Sheriff M. Co. July 29th 1849; and afterwards to wit: on the 11th day of July A.D. 1850 said Sheriff of Logan County returned said writ with his endorsement thereon as follows, to wit: "July 6th 1849 personally served the within writ on the within named Addison Osborn and Elizabeth Osborn by copy, and the said Margaret Osborn, Octavia Osborn and Josiah Osborn not found. Jonah Carr Sheriff, L. C. O. and afterwards, to wit: On the 20th day of July A.D. 1849, a subpoena in Chancery was issued to the Sheriff of Marion County in the words and figures following, to wit: The State of Ohio Union County, ss. To the Sheriff of the County of Marion Greeting: We Command you to summon Addison Osborn, Margaret Osborn Elizabeth

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Osborne, Octavia Osborne, and Josiah Osborne, to appear before the Judges of our Court of Common Pleas, at the Court House, on the First day of the Term next ensuing, to answer a Petition for Dower exhibited against them by Silas H. Cleveland and Mary W. Cleveland, and this they shall in no wise omit under the penalty of One thousand dollars; and have then there this writ.

Witness James Kinkade Jr Clerk of ^{our} said Court at the Court House, this 20th day of July, A.D. 1849. James Kinkade Jr Clerk of Common Pleas, and afterwards to wit: On the 3rd day of August A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows, to wit: "executed this writ on the 30th day of July 1849 by leaving a copy of this writ with Margant Osborne, Octavia Osborne, Josiah Osborne at their dwelling house David Epler Sheriff. M. Co. O." and afterwards at the November Term of said Court, to wit: On the 21st day of November A.D. 1850, this Cause came on to be heard upon the petition &c. On motion of the Court by Messrs Allison & Henry Attornies for the petitioners, It is ordered that the said petitioners be endowed of One equal third part of the lands in the said petition described, and it is further ordered that a writ issue to the Sheriff of the County of Union Commanding him that by the Oaths of three judicious disinterested men of the vicinity who are not of kin to either of said parties, he cause dower as aforesaid to be set off and assigned to said petitioners according to the Statute in such Case made and provided, and afterwards to wit: On the 26th day of December A.D. 1849 the following writ was issued and delivered to the Sheriff of Union County, to wit:

The State of Ohio Union County ss. To the Sheriff of Union County Greeting: We Command you, that without delay, by the Oaths of three judicious disinterested men of the vicinity, who are not of kin to either of the parties interested, you cause to be set off and assigned to Silas H. Cleveland and Mary W. Cleveland, One full equal third part of the following real estate, to wit: Virginia Military Survey No 10945, in the name of Robert Green, situate in said Union County and Virginia Military Survey No 13427 in the name of James Galloway situate in said County of Union, bounded and described as follows, beginning at three beeches north corner to the Representatives of Rowland Madisons Survey No 9917; thence N. 78° E. 322 poles to two ashes and a beech, thence S. 12° E. 134 poles crossing Rush Creek to two buckeyes, a beech and sugar tree in the line of James Burwicks, Survey No 9918; thence with his line S. 78° W. 328 poles to two white Oaks in the line of said Madisons Survey; thence with said line connecting the course thereof N. 7 1/2° W. 134 poles crossing the Creek to the beginning, except sixty five acres and fifty two poles in said Survey No. 10945, formerly sold by said Osborn to David Cunningham and one half an acre in said Survey No 13427 formerly sold by said Osborn to School District No. — and also excepting In lots in the town of Arbelia numbered fifteen (15) sixteen (16) seventeen (17) twenty (20) twenty two (22) twenty four (24) twenty five (25) twenty seven (27) twenty eight (28) and twenty nine (29) formerly sold by said Osborn to various persons, in pursuance of an order lately made in our said Court of Common Pleas, within and for the said County of Union in a certain petition for Dower, wherein the said Silas H. Cleveland and Mary W. Cleveland are petitioners and Addison Osborne & others are defendants; and that in like manner, by the Oaths of the same men, you make a just and

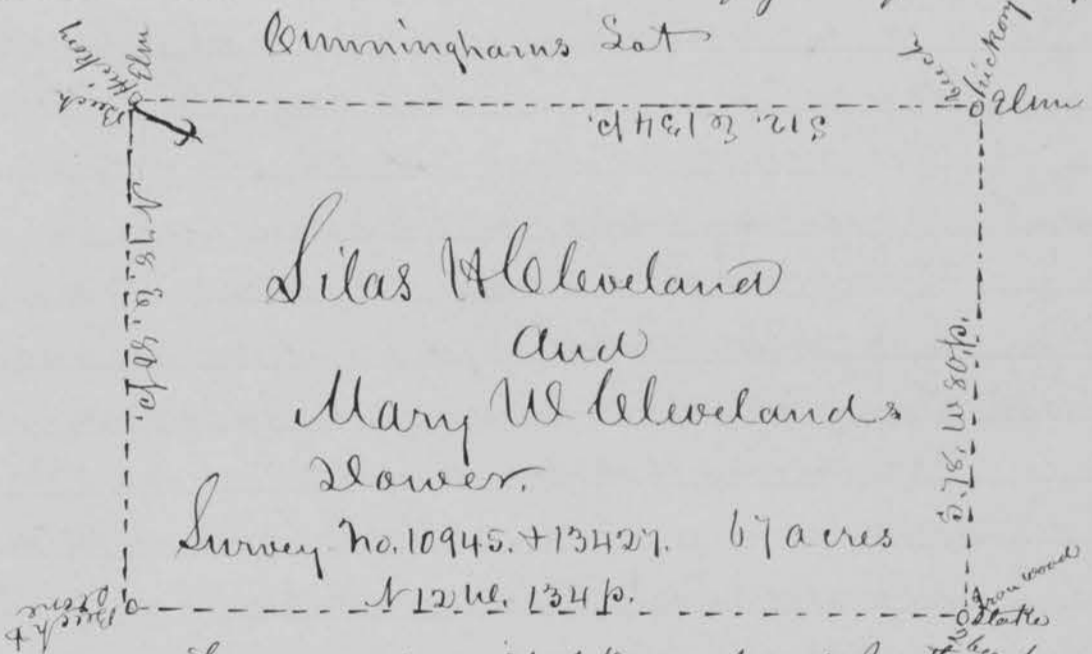
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Es. true appraisment of the yearly value of said real estate, after deducting necessary expenses; And that your proceedings in the premises you distinctly Certify under your hand to Our said Court of Common Pleas. On the first day of their next term, and have you then there this writ. Witness James Kirkadee Jr Clerk of said Court of Common Pleas this 26th day of December A.D. 1849. James Kirkadee Jr Clerk, and afterwards writ. On the 18th day of April A.D. 1850. said Sheriff returned said writ with his endorsement thereon as follows. To wit: By the Oaths of William B. Irwin, Jason Chapman and John Chapman three judicious, disinterested men of the vicinity, who are not of kin to either of the parties, I have caused to be set off and assigned to the within named Silas H. Cleveland and Mary W. Cleveland as their dower estate, so much of the real estate within described, as is contained within the following boundaries beginning at a beech, hickory and elm S.E. Corner to a lot owned by David W. Cunningham in the south line of the survey, thence with said line N 78 E 80 poles to a beech and stone, thence N. 12. W. 134 poles to a stake 2 beeches and an Ironwood in the north line of the survey thence with said line S. 78. W. 80. poles to said Cunningshams N.E. corner, thence with his line S. 12. E 134 poles to the beginning containing sixty seven acres. And by the Oaths of the same men, the yearly value of the real estate within described estimating the same from the 26th day of June 1849 to the 11th day of April 1850. is justly and truly appraised at twenty five dollars after deducting necessary expenses. April 11th 1850 Philip Smider Sheriff Union County Ohio. The report of the survey or filed therewith reads in the words and figures following, to wit:



Surveyed under the order of a writ of Dower served by the Sheriff of Union County Ohio on the 11th day of April 1850 as the dower of Silas H. Cleveland & Mary W. Cleveland the following lot of land being part of survey No. 10945. 13427. beginning at a beech hickory and elm S.E. Corner to a lot owned by Cunningham in the south line of the survey then with said line N 78 E 80 poles to a beech and stone, then N. 12. W. 134 poles to a stake 2 beeches and a Ironwood in the N. line of the survey then with said line S. 78 W. 80. poles to Cunningshams N.E. corner then with his line S. 12. E. 134. poles to the beginning containing sixty seven acres all of which will appear in the above plat, W^m B. Irwin Surveyor U. C. O. and afterwards at the 7th day Term of said Court, to wit. On the 29th day of May, A.D. 1850. On motion to the Court by Messrs Allison Murray, Counsel for the petitioners, and upon producing the proceedings of the Sheriff, the appraisment of the Commissioners and the assignment of dower to the petitioner Mary W. Cleveland made in pursuance of a former order of the Court, and the same being examined, It is ordered

That said proceedings, appraisment and assignment of dower be and the same are hereby approved and confirmed, and that the said Silas H. Cleveland, and Mary W. Cleveland stand endowed of so much of said real estate as is contained within said assignment, and it is further ordered that a writ of seizin issue to said Sheriff commanding him to deliver to the said Silas H. Cleveland and Mary W. Cleveland full possession of the premises assigned to them as aforesaid, and it is further ordered that the said defendants in ninety days from the rendition of this decree pay to the said Silas H. Cleveland and Mary W. Cleveland the sum of eight dollars, ^{and} thirty three and one third cents the one third of the yearly value of said real estate from the 26th day of June 1849 to the 11th day of April 1850, and that the costs of this suit be paid within thirty days as follows one third thereof by the said Complainants, and the balance by the said defendants and in default thereof that execution issue therefor as upon judgments at law.

Attest, James Kirkaldy Clerk,

The Board of Directors
of School District No. 2 Seesburg
Township Union County
vs
Benjamin White et al

Pleas before his Honor James S. Torbert President and Levi Phelps, James R. Smith and William W. Woods his associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twenty seventh day of May in the year of our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore to wit, on the 23rd day of November AD 1849 came the Board of Directors of School District No. 2. in Seesburg Township Union County by — W. B. Allison Prosecuting Attorney and filed in the Clerks Office of said Court their Bill in Chancery in the words and figures following, to wit: "To the Court of Common Pleas within and for the County of Union, when in Chancery sitting; Humbly Complainings Your Orators, the Board of Directors of School District No. 2, of the Township of Seesburg, in the County of Union and State of Ohio, represents, that some time in the year 1839 the said District being in want of a site for a School House, one Isaac White, since deceased, but then a resident of said District and the owner of certain real estate therein, and herein after described, proposed to the Board of Directors of said District, that he would donate in fee to said District, so long as the same was used for the purposes of a school house site, the following premises, to wit: Situate in the Township of Seesburg, Union County Ohio, being part of survey No 3694 beginning at a stake in the center of the Marion road twenty six poles from the north line of said survey, from where the said line crosses the Marion road, thence west on a right angle from the road ten poles, thence south parallel with the road twelve poles, thence east ten poles to the Marion road, thence with said road twelve poles to the place of beginning, containing three fourths of an acre - in case the said Directors would select that as the School House site for said District, and erect a School House thereon, that the Board of Directors accepted of said proposition, and selected said premises as the site for the

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School House of said District, and immediately took possession thereof, and proceeded to and did put up a School House thereon, that the said Isaac told said Board of Directors to proceed and put up their building and he would execute to them a deed for the same which could be had of him at any time, when called for, that said Isaac aided and assisted in the building in the clearing of said ground, (which was at that time worth not more than \$2, or \$3,00) and in the building of said House, that when said School House was erected the said Isaac was present, at which time objections were made by some of the citizens of the district then present, against building the House, until the said Isaac would execute and deliver a deed for the same to the District, that said objections were silenced by the said Isaac requesting the persons present to proceed with the building, and pledging himself that he would execute a deed for the same at his earliest convenience, that the said Directors thereupon erected said building and finished the same off, in a good and suitable manner for the purpose designed in which a large amount was expended, that the said premises have ever since been in the possession of the Directors of said District, and occupied by them for the purposes of schools, that the said Isaac some time after executed a deed for said premises (minus the acknowledgement) and presented the same to one or more of the then Directors to know if the same was properly drawn, when something was said, about having the deed cover one acre instead of $\frac{3}{4}$, which at that time was taken under advisement, and was afterwards neglected to be attended to in the lifetime of said Isaac, who at no time raised any question as to the title of the District in said lot, and part of the time himself acting as a Director, that some five or six years since the said Isaac died without having executed a conveyance for said premises and leaving as his children & heirs at law the following persons all of whom your Petitioners ask may be made defendants hereto, to wit: Benjamin White, Joseph White, Barbara White, Sarah White, Isaac White, Richard White and Joshua White, all of whom are minors except Benjamin and residents of said County, that some few weeks since one Clement Reed of the same County fraudulently conspiring with the said defendants and other evil disposed persons, and claiming some license from said defendants, erected a fence around said house, to disturb the quiet possession of said premises by said Directors, and now threatens to eject said Directors from said premises, and to prevent the same from being occupied as a school House, Your petitioners therefore pray that the said Clement Reed may also be made a defendant hereto, and that he may be enjoined from any further disturbing, your Petitioners quiet possession of said premises while the same is used for a District School House, that the defendants may answer the premises herein as fully as though put by specific interrogatories, and that on the final hearing hereof, the said defendants who are heirs of Isaac White may be decreed to specifically perform the said agreement made by their deceased ancestor, by conveying said premises in fee to your petitioners to be occupied for school purposes and such other and further relief &c. W. B. Allison Pro. Atty.

And afterwards to wit, on the 23rd day of November A.D. 1852, a Subpoena in Chancery was issued and delivered to the Sheriff of Union County in the words and figures following to wit, The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting, We Command you to summon Benjamin White, Joseph White, Barbara White,

L. 3.

Sarah White, Isaac White, Richard White, Joshua White and Clement Reed if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Mansville, on the first day of the next term thereof, to answer a Bill in Chancery, exhibited against them by the Board of ~~Directors~~ of School District No. 2, in Seesburg Township Union County Ohio, and this they shall in nowise omit under the penalty of One Thousand Dollars; and have you then there this writ. Witness James Kirkadee Clerk of said Court at Mansville the 23rd day of November A. D. 1849. James Kirkadee Clerk of Common Pleas. and afterwards to wit. On the 26th day of November A. D. 1849, said Sheriff returned said writ with his endorsement thereon as follows to wit: "Served this writ November 24, 1849 by delivering to all the within named defendants (except Sarah White) each a Certified Copy thereof, and by leaving a Certified Copy thereof at the residence of Sarah White, Philip Smider Sheriff by Wm. Wells Deputy; and afterwards at the May Term of said Court, to wit, on the 29th day of May A. D. 1850. This Cause came on to be heard upon the Bill &c. and by consent of parties it is ordered and decreed by the Court, that the defendants within sixty days from the rising of this Court execute to the Complainant a deed for the following premises part and parcel of the premises in the Bill described, bounded and described as follows, Situate in the township of Seesburg, County of Union Ohio, part of survey No 3674 beginning at a stake in the centre of the Marion road 34 poles from the north line of said survey from the point where the said line crosses the Marion road thence west on a wright angle from the road ten poles, thence south parallel with the road 4 poles; thence east parallel with the south line ten poles to the Marion road thence with said road 4 poles to the place of beginning containing one fourth of an acre said premises to be deeded to the plaintiff for the use of a district school house so long as it shall be used for that purpose, and that in default that this decree operate as such conveyance, and it is further ordered and decreed by the Court that the said defendant Clement Reed be perpetually enjoined from disturbing the said Complainant from the quiet enjoyment of the above described premises and it is further ordered and decree by the Court that the costs and expences of this suit taxed at _____ Dollars, be paid One Sixth by the said Benjamin White and the balance by the said Complainant. Decree for Costs,

Attest: James Kirkadee Jr Clerk,

The State of Ohio for the use of the Fund Commissioners of Union County

Silas G Strong + A Pollack

Pleas before his Honor James S. Torbert, President, and Levi Phelps, James R. Smith and William W. Woods his Associates Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio, on the Twenty seventh day of May in the year of Our Lord One Thousand Eight hundred and Fifty, Be it remembered that heretofore to wit on the 25th day of April A. D. 1850, came the said State of Ohio for the use of the Fund Commissioners of Union County, by Messrs. Allison Hewny Attorneys and filed in the Clerks office of said Court the following Transcript, to wit:

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State of Ohio Union County ss. Suit brought on note for one hundred dollars. Received of Union County fund Commissioners & payable to the State of Ohio for the use of the Fund Commissioners of Union County

State of Ohio, Dated June 13th 1837, July 28th 1847

Summons issued for Deffs. for their appearance on the 3rd day of August 1847 at nine O'clock A.M. which was handed to John Sandsdown Const. which summons was returned endorsed served on 28th day of July by reading to Silas G. Strong & A. Pollock, Hezekiah Bates & David Witter not found fees service 20 mileage 10 J.M. Sandsdown Const. August 2nd 1847, 9 O'clock A.M. the parties appeared by their attorneys, P.B. led the attorney for defendants asked a continuance which was granted until the 9th day of August 1847. August 9th 1847. parties appeared by Counsel & by consent this cause was continued to the 16th day of August 1847 at 9 O'clock A.M. August 16th 1847. Neither party appeared and this cause was continued until the 17th day of August 1847, at 9 O'clock A.M. August 17th 1847. by agreement of parties by their Counsel this cause was continued until the 24th day of August 1847 at 9 O'clock A.M. August 24th 1847. the defendants failed to appear it is therefore considered by me that the State of Ohio for the use of the Fund Commissioners of Union County Recover of Silas G. Strong & Alexander Pollock a Judgment for the sum of Ninety six dollars & costs of suit, September 11th 1847 the parties to this suit appeared by their Counsel and by consent had the cause opened up for a new hearing. William H. Skinner was sworn & examined on the part of the Deffs. after hearing the testimony it is therefore considered by me that the State of Ohio for the use of the Fund Commissioners of Union County Recover of Silas G. Strong & Alexander Pollock a Judgment for the sum of Ninety six dollars and costs of suit, Execution issued Nov. 1st 1847 to William Wells Const. which was returned endorsed no property found whereon to levy fees 15. it is suggested to me by the plaintiff that the Deffs. have lands and tenements. The State of Ohio Union County ss. I James Turner a Justice of the Peace in & for the Township of Paris in said Union County do hereby certify the foregoing Transcript to be a true Copy of the proceedings had by & before me in the aforesaid case. Given under my hand this 25th day of April A.D. 1850. James Turner J.P. Dial B. and afterwards Court on the 25th day of April A.D. 1850. the following writ of Scire Facias was issued and delivered to the Sheriff of Union County, To wit: The State of Ohio Union County ss. To the Sheriff of Union County Greeting: Whereas the State of Ohio for the use of the Fund Commissioners of Union County, lately to wit: On the 11th day of September A.D. 1847. before James Turner a Justice of the Peace within and for the County of Union, recovered a certain Judgment against Silas G. Strong and Alexander Pollock, for the sum of Ninety six dollars Debt and Seventy seven & cents costs of suit: And the said James Turner Justice of the Peace as aforesaid issued an execution upon the said Judgment, in due form of law, and the same was returned no goods found whereon to levy.

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 Silas G. Strong
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 Debt \$96.00
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and afterwards it was suggested to the said James Turner Esq. Justice of the Peace as aforesaid that the said Silas G. Strong and Alexander Pollock are possessed of lands and tenements, as by the inspection of a transcript of the record and proceedings thereof lately filed in our said Court of Common Pleas, appears to us of record, and now on the behalf of the said State of Ohio for the use of the Fund Commissioners of Union County, in our said Court of Common Pleas, we have been informed that the said judgment thereupon given in form aforesaid still remains in full force and effect, in no wise, set aside, reversed, paid off, or satisfied and that execution still remains to be made to the said plaintiff thereupon of the goods and Chattels, lands and tenements of the said Silas G. Strong and Alexander Pollock, whereof the said State of Ohio for the use of the Fund Commissioners of Union County hath besought us to provide it a proper remedy in this behalf and we being willing that what is just in this behalf should be done Command you, that you make known to the said Silas G. Strong and Alexander Pollock, to be before the Judge of our said Court of Common Pleas, on the first day of their next term, to show if they have or know of any thing to say for themselves, why execution ought not to issue against their goods and Chattels lands and tenements to satisfy said Judgment, and costs, if it shall seem expedient for them so to do, and further to do and receive what our said Court shall then and there consider of them in this behalf, and have you then there this writ, Witness James Kirkade Jr Clerk of said Court of Common Pleas at Mansville this 25th day of April A.D. 1850. James Kirkade Jr Clerk, and afterwards to wit on the 14th day of May A.D. 1850, said Sheriff returned said writ with his endorsement thereon as follows to wit: Served this writ May 13th 1850, by delivering a certified copy thereof to the within named Alexander Pollock, Silas G. Strong not found, Philip Snider Sheriff, and afterwards to wit on the 27th day of May A.D. 1850, the following writ of Alias Scire Facias was issued and delivered to the Sheriff of Union County to wit: The State of Ohio Union County ss. to the Sheriff of Union County Greeting, Whereas the State of Ohio for the use of the Fund Commissioners of Union County, lately to wit, on the 11th day of September A.D. 1847, before James Turner a Justice of the Peace within and for the County of Union recovered a certain Judgment against Silas G. Strong, and Alexander Pollock, for the sum of Ninety six dollars Debt and seventy seven and a half cents costs of suit, and the said James Turner Justice of the Peace as aforesaid, issued an execution upon the said judgment in due form of law, and the same was returned no goods found whereon to levy, and afterwards it was suggested to the said James Turner Esq. Justice of the Peace as aforesaid, that the said Silas G. Strong and Alexander Pollock are possessed of lands and tenements, as by the inspection of a transcript of the record and proceedings thereof lately filed in our said Court of Common Pleas appears to us of record, and now on the behalf of the said State of Ohio for the use of the Fund Commissioners of Union County in our said Court of Common Pleas we have been informed that the said judgment thereupon given in form aforesaid still remains in full force and effect in no wise set aside, reversed, paid off or satisfied and that execution still remains to be made to ~~the~~ said plaintiff thereupon of the goods and Chattels, lands and tenements of the said Silas G. Strong and Alexander Pollock, whereof the said State of Ohio for the use of the Fund Commissioners of Union County hath besought us to provide it a proper remedy in this behalf and we being willing that what is just in this behalf should be done, Command you, as we have heretofore Commanded you, that you make known to the said Silas G. Strong, to be and appear

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Mary Jane Super
vs
Samuel Kerr

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forthwith before the Judges of our said Court of Common Pleas. to show if he has or knows
 of any thing to say for himself why execution ought not to issue against his goods and chattels
 lands and tenements to satisfy said Judgment and Costs if it shall seem expedient for him so
 to do, and further to do and receive what our said Court shall then and there consider of him
 in this behalf, and have you then there this writ. Witness James Kirkade Jr Clerk of said Court
 of Common Pleas at Marysville this 27th day of May A.D. 1850. James Kirkade Jr Clerk.
 And afterwards to wit: On the said 27th day of May A.D. 1850. said Sheriff returned said writ
 with his endorsement thereon as follows, to wit: "The within named Silas G. Strong not
 found Philip Snider Sheriff; and afterwards at the May Term of said Court, to wit:
 On the 29th day of May A.D. 1850. This ^{day} came the said State of Ohio for the use of the Fund Comm-
 issioners of Union County by Messrs. Allison Henry Attornies, and the said Silas G. Strong and
 A. Pollock, though solemnly called came not but made default therefore it is considered
 that the said State of Ohio fore, upon the judgment aforesaid have execution against
 the said Silas G. Strong, and A. Pollock, of the debt and costs aforesaid and interest
 thereon according to the Statute in such case made and provided, to be levied of the
 goods and chattels lands and tenements of the said Silas G. Strong and A. Pollock.
 And also that the said State of Ohio fore, recover against the said Silas G. Strong
 and A. Pollock, her costs about this suit expended taxed at Dollars,

Attest: James Kirkade Jr Clerk,

Mary Jane Seiper
 vs
 Samuel Kerr

Pleas before his Honor James L. Torbert, President, and Levi Phelps, James R.
 Smith and William W. Woods his associates Judges, at a Court of Common
 Pleas begun and held at the Court House in the Town of Marysville within
 and for the County of Union and State of Ohio on the Twenty seventh day
 of May in the year of our Lord One thousand Eight hundred and Fifty.
 Be it remembered that heretofore, to wit: On the 20th day of November A.D. 1849.
 Mary Jane Seiper by Messrs. Allison Henry her Attornies sued out of the Clerks
 Office of said Court the following writ of summons, to wit: The State of Ohio,
 Union County ss. To the Sheriff of said County Greeting: We Command you to
 summon Samuel Kerr, if he may be found in your bailiwicks, to be and
 appear before the Court of Common Pleas of said County of Union, at the
 Court House in Marysville forthwith to answer unto Mary Jane Seiper
 in a plea of Assumpsit, damages \$5,000.00 and have you then there this
 writ. Witness James Kirkade Jr Clerk of said Court at Marysville. The
 Twentieth day of November A.D. 1849 James Kirkade Jr Clerk, upon which
 said writ, was the following indorsement, to wit: Suit brought to recover dam-
 ages for the breach of a promise of marriage made by the defendant to the Plaintiff,
 damages claimed \$5000.00 Allison Henry Attornies for Plaintiff, and
 afterwards to wit: On the 20th day of November A.D. 1849, said Sheriff returned
 said writ with his endorsement thereon as follows, to wit: "Served this writ by
 delivering a certified Copy thereof to the within named Samuel Kerr November
 20, 1849. Philip Snider Sheriff," and afterwards to wit: On the 14th day of January
 A.D. 1850, the said Plaintiff by Messrs. Allison Henry her Attornies filed in the Clerks
 Office of the Court aforesaid, her Declaration in the words and figures follow-
 ing, to wit: The State of Ohio Union County ss. Court of Common Pleas of November

Term A.D. 1849. Mary Jane Seeper complains of Samuel Kerr in a plea of assumpsit for that whereas heretofore to wit on the first day of February A.D. 1846 at the County of Union aforesaid in consideration that the plaintiff being then and there unmarried, at the request of the defendant had then and there promised the defendant to marry the defendant, he the defendant undertook, and then and there promised the plaintiff to marry the plaintiff; and the plaintiff avers that she confiding in the said promise of the defendant hath always from then & hitherto remained, and still is unmarried, and was during all the time aforesaid, and still is ready and willing to marry the defendant to wit at the County of Union aforesaid whereof he always there had notice, and although the plaintiff after the making of the defendants said promise to wit on the fifteenth day of August A.D. 1849 at the County of Union aforesaid requested the defendant to marry her, the said plaintiff, and a reasonable time for his so doing hath elapsed, yet the defendant disregarding his said promise hath deceived the plaintiff in this to wit that he did not nor would within a reasonable time after he was so requested, as aforesaid, or at any other time, marry her, the said plaintiff, but hath wholly neglected and refused so to do, to wit at the County of Union aforesaid, and also for that whereas the said Samuel Kerr heretofore to wit on the said first day of February A.D. 1846, at the County of Union aforesaid, in consideration that the plaintiff being then and there unmarried at the like request of the defendant, had then and there promised the defendant to marry the defendant, he the said defendant, undertook, and then and there promised the plaintiff, to marry her, the said plaintiff, and the plaintiff avers that she confiding in the defendants promise hath always since the making the same, continued unmarried, and been ready and willing to marry the defendant, to wit at the County of Union aforesaid, and although a reasonable time for the defendant to marry the plaintiff hath elapsed, yet the defendant afterwards to wit on the fourth day of January A.D. 1849 at the County of Union aforesaid, wrongfully and injuriously refused then and there, or ever to marry, and thence hitherto hath refused to intermarry with the plaintiff, and then and there wrongfully discharged the plaintiff from requesting him to marry her, the said plaintiff, to the plaintiffs damage of five thousand dollars, and therefore she sues &c. By Allison Hurry her attys; and afterwards at the May Term of said Court to wit on the 29th day of May A.D. 1850. The plea filed by the defendant having been withdrawn. This day came the said Mary Jane Seeper by Messrs Allison Hurry her attorneys and the said Samuel Kerr though solemnly called came not but made default whereupon it is considered that the said Mary Jane Seeper ought to recover her damages by reason of the premises and the said Mary Jane Seeper thereupon demanding a Jury to assess the damages aforesaid, a Jury being called came to wit David S. Novell, William Spain, Thomas Turner Sr, Ralph Graham Samuel M. Cameron, James Kirkcaldie, Harrison Shaw, Thomas Robinson Jr William Hamilton, Presley Said, Samuel Mitchell, and Semuel Myers, who being duly empannelled and sworn well and truly to assess the damages aforesaid, do assess the same at One thousand dollars. Therefore it is considered that the said Mary Jane Seeper recover of the said Samuel Kerr the said sum of One thousand dollars damages aforesaid in form aforesaid assessed and also her costs in this behalf expended taxed at _____ Dollars.

Attest. James Kirkcaldie p Clerk,

James S. Alexander
 Administrator of the Estate
 of Wm Greed
 vs
 William C. See

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James S. Alexander
Administrator of the Estate
of Wm Green
vs
William E. See

vs

Pleas before his Honor James S. Forbert President and Levi Phelps, James R. Smith
and William W. Woods his associates Judges At a Court of Common Pleas begun
and held at the Court House in the Town of Marysville within and for the
County of Union and State of Ohio. On the Twenty seventh day of May in the year
of Our Lord One thousand eight hundred and fifty,
Be it remembered that heretofore to wit. On the 13th day of September A.D. 1848
William Green by Messrs. Allison & Cunniff his Attornies sued out of the Clerks
Office of said Court the following writ of Summons to wit: State of Ohio Union County
ss. To the Sheriff of said County Greeting: We Command you to Summon William
E See 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 William Green in a plea of Covenant, damages
Four Hundred dollars and have you then there this writ. Witness John
Cassil Clerk of said Court, at the Court House aforesaid this 13th day of
September A.D. 1848. John Cassil Clerk. upon which said writ was the
following endorsement to wit: Suit brought to recover damages for the breach
of a Covenant of Seizin contained in a deed of Conveyance executed by defend-
ant and wife to the plaintiff on the 12th day of July 1848 for ninety six acres
of land, part of Original Virginia Military Survey No 15,254 in Union County
Ohio, damages claimed Four hundred dollars. Allison & Cunniff Attornies
for Plaintiff and afterwards to wit. On the 14th day of September A.D. 1850 said
Sheriff returned said writ with his endorsement thereon as follows, to wit:
Served this writ September 14. 1848 by delivering to the defendant a Certified
Copy thereof. Philip Snider Sheriff. and afterwards to wit at the May
Term of said Court A.D. 1849. Death of Plaintiff suggested and James S.
Alexander administrator made party, and continued, and afterwards
to wit. On the 7th day of July A.D. 1849 the said James S. Alexander administrator
of the Estate of William Green by Messrs Allison & Cunniff his Attornies filed
in the Clerks Office of said Court his Declaration in the words and figures
following to wit. "The State of Ohio Union County ss. Court of Common Pleas September Term
A.D. 1848. James S. Alexander Administrator of the estate of William Green, deceased,
who died intestate, Complains of William E. See in a plea of Covenant. For that where-
as the defendant in the lifetime of the said William Green, to wit. on the 12th day
of July A.D. 1848. at the County aforesaid, by his deed of that date, sealed with his seal
and duly executed, attested and acknowledged, and now to the Court here shown,
in consideration of the sum of three hundred dollars, granted, bargained, sold
and conveyed to the said William Green, deceased, his heirs and assigns, certain
lands in the said deed particularly described, to have and to hold the same to
the said William Green his heirs and assigns forever. And the defendant did
by the same deed, Covenant to and with the said William Green, his heirs and
assigns, that at the time of the sealing and delivery of the said deed, he
the said William E See was lawfully seized of the premises aforesaid,
And the said plaintiff avers that the said defendant at the time of sealing
and delivery of the said deed, was not lawfully seized of the premises, but on the
contrary thereof the said plaintiff says that at the time of the sealing and del-
ivery of the said deed, the paramount title and freehold in the said premises

for value received & sign all my right title and interest as administrator as aforesaid with a law judgment to Joshua Lacey the 21st March 1855

James S. Alexander
Administrator of
Wm Green Esq

was and still is in an other or other persons than the said defendant, And so the said defendant hath not kept his said Covenant, but hath broken the same, to the damage of the said plaintiff as administrator as aforesaid of Four hundred dollars, and therefore he sues &c. And the plaintiff brings into Court here his letters of administration which give sufficient evidence to the Court that he is administrator of the said William Green, deceased, By Allison & Curry his attys. and afterwards to wit at the August Term A.D. 1849 of said Court. This Cause was Continued at Costs of Defendant. Judgment for Costs, And afterwards to wit on the 23rd day of November A.D. 1849 the said defendant by Mr Cole his Attorney filed herein his plea in the words and figures following to wit, "William E. See vs Wm Green. In Covenant. And the said William E. See Comes and defends &c. and says that he hath not broken his Covenant in the said declaration mentioned in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the Country and the said plaintiff doth the like &c. P. B. Cole atty for Def^t and afterwards to wit at the November Term of said Court A.D. 1849. This Cause was Continued, and afterwards at the May Term of said Court to wit on the 29th day of May A.D. 1850. This day came the parties by their Attornies and Submit this Cause to the Court upon the issue joined between the parties, and the Court being fully advised in the premises do find that the deed in the declaration mentioned is the deed of the said William E. See, and they assess the damages of the said James S. Alexander as administrator of the estate of William Green deceased, by reason of the breach of Covenant in the declaration assigned to three hundred and thirty three dollars. Therefore it is considered that the said James S. Alexander as administrator of the estate of William Green deceased, recover of the said William E. See, the said sum of three hundred and thirty three dollars, his damages aforesaid in form aforesaid assessed, and also his Costs in this behalf expended and taxed to Dollars,

Attest. James Ninkadey Clerk,

James E. Harriott
vs
Hugh See

Pleas before his Honor James S. Fortbert, President, and Levi Phelps, James R. Smith and William W. Woods his Associates Judges. AT a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio. On the Seventy Seventh day of May in the year of our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore to wit: on the 25th day of July A.D. 1849. Came James E. Harriott by Messrs. Allison & Curry, & Cole & Witter his Solicitors and filed in the Clerks Office of said Court his Bill in Chancery in the words and figures following to wit, "To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio. in Chancery sitting. Respectfully represents unto your Honors, your orator James E. Harriott of the County of Union Ohio, that one Hugh See of the County of Seneca Ohio (and whom your orator prays may be made a defendant to this Bill) wishing to purchase of your orator his Tavern Stand in the town of Marysville which Consists of the whole of In lot No. 39 and part of In lot No. 38 with the appurtenances

and being or pretending to be the owner in fee simple of certain real estate and other property hereinafter mentioned, proposed to your orator to pay him three thousand dollars for your orators said Tavern property, provided your orator would take the said real estate & other property hereinafter mentioned in payment, that thereupon your orator and the said Hugh See. On the 20th day of October A.D. 1848. entered into a written article of agreement signed and sealed by them and is so far as the said purchase and exchange of real estate is concerned, to the purport and effect following. your orator agreed to sell and convey by general warrantee deed to said See his Tavern property in Marysville, being the whole of In lot N^o 37 (which in said article is called by mistake N^o 37) in said town, and part of In lot N^o 38 in said town the lines of which were to be designated by the fences then around it. The fence then between said part of lot sold and the premises occupied by your orator as his residence to be the partition line, the said See agreed to pay to your orator for said premises three thousand dollars, as follows. The said See was to make a general warrantee deed to your orator for all that part of In lot N^o 52 in said town of Marysville which the said See owned with the improvements thereon, being the store house and dwelling occupied by one James W. Evans which said premises were to pass in the payment of said Tavern property, at eighteen hundred ~~and~~ seventy five dollars. To assign to your orator a note on J. P. Brown and John Cunningham (security) for six hundred and twenty three dollars, payable to said See or bearer five years after the date thereof, dated August 1st 1846. with interest after the 1st day of February 1848. - and to make a general warrantee deed to your orator for the House and Lot in the town of Delaware Ohio, which the said See bought of G. W. Rosette, which was to pass in the consideration for said Tavern property at five hundred dollars, The said deeds of your orator and the said See to be executed at the same time by the first day of April next thereafter. The note on said Brown & Cunningham to be assigned to your orator upon the execution of said instrument, which was done and the receipt acknowledged by indorsement upon said article of agreement, all of which will more fully and at large appear by reference to said article of agreement, a copy of which, and the indorsements thereon, are herewith filed (marked A) and made part of this Bill. your orator charges that at the time of the execution of said article of agreement, the said See falsely and fraudulently represented to your orator, that the said real estate by him to be conveyed was then free from, and clear of all incumbrances whatever, whereas in truth and in fact, all of said real estate was incumbered by a judgment in favor of one John F. Dunlap, against the said See, in the Court of Common Pleas of Delaware County, the said property in Marysville having been previously levied upon to satisfy said judgment and the said House and lot in Delaware being subject to the judgment lien, of all of which your orator was entirely ignorant. And in relying upon the said false representations your orator was induced to enter into the agreement aforesaid, your orator further represents that on the first day of April next after the execution of said article of agreement, to wit: on the first day of April 1849 he was able, ready and willing to perform his covenants in said article mentioned, by conveying by general warrantee, the said Tavern property to the said defendant

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Clear of all incumbrances, and accordingly on Saturday the 31st of March 1849 and again on Monday the 2nd day of April 1849 tendered to said defendant a general warranty deed for said Tavern property which deed so tendered is herewith filed (marked B), and made part of this bill, and your Orator states that at the times of tendering his deed as aforesaid, he demanded of the said See the performance of his Covenants, by the delivery of the proper Conveyances for the said real estate to be conveyed by the defendant, clear of incumbrances, which the defendant refused and was unable to do, by reason of the judgment aforesaid which still remained unsatisfied. Your Orator further states that on the 31st day of May A.D. 1849 the said part of In lot No. 52 in the town of Mansville was sold to the said John F. Gunt ap by the Sheriff of Union County, to satisfy the said judgment, which was sold for the sum of One thousand dollars, and which sale was confirmed by the said Court of Common Pleas of Delaware County, at their Term Term A.D. 1849, and a deed ordered to be made to the said purchaser, that the amount for which said property sold was not sufficient to satisfy said judgment, there still remaining unsatisfied a balance including Costs of some three hundred dollars, and for the satisfaction of which, the House and Lot in the Town of Delaware is still held, the same having been levied upon and returned not sold for want of bidders, your Orator further represents that some time previous to the 1st day of April 1849 the said See executed a written lease for the said Tavern property, to one Samuel Jacques for a term of years to commence from and after the 1st day of April 1849 from which time the said defendant has had the possession thereof through the said Jacques and his sub-lessee James Welsh, both of whom hold possession claiming under the said See and under the said written lease executed by the said See as aforesaid, The said See at the same time still holding the possession of the said House and Lot in the Town of Delaware and refusing to deliver up the same, all of which is contrary to equity, and tends to the manifest injury of your Orator. The possession of the part of In lot No. 52 in Mansville is in the purchaser at the Sheriff's sale aforesaid, your Orator further states that the said See is insolvent, and neglects and refuses to pay to your Orator the said sum of eighteen hundred and seventy five dollars, with the interest thereon, which he is bound to by reason of the sale of the said part of In lot No. 52 in Mansville as aforesaid, and also neglects and refuses to pay off the said balance of the said judgment which still remains a lien upon said House and lot in Delaware, which is subject to be sold at any time to satisfy the said judgment, and also neglects and refuses to pay to your Orator any portion of the rents of either the Tavern property, or the House and Lot in Delaware, In tender consideration whereof, and inasmuch as your Orator is remediless upon the Law side of this Court, he prays process of subpoena against the said Hugh See, that he may on his Corporal Oath to the best and utmost of his knowledge remembrance information and belief, full, true ~~direct~~ and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and the said Hugh See distinctly interrogated thereto; and particularly as to the amount of rent he is to receive for the Tavern property,

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and the House and Lot in Delaware, And that on the final hearing the said Hugh See may be decreed to Specifically perform said agreement on his part so far as may then be in his power to do, and as to the said property sold to satisfy the said judgment of John F. Dunlap, and the holding of the balance of said real estate to satisfy the same, and the refusal to account for the rents as aforesaid, the said Hugh See may be decreed to make suitable Compensation in damages to your Orator by reason of the premises, and that in default of the same being paid within a reasonable limited time, that then the said Tavern property (upon which your Orator holds his vendors lien) may be sold as upon executions at Law to satisfy the same, and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet, and your Orator shall ever pray &c. By Allison & Cumy & Cole & Miller His Solrs.
 Said exhibit marked (A) referred to in the foregoing bill and filed therewith reads in the words and figures following, to wit: Copy, Article of Agreement between James E. Harriott of the One part and Hugh See of the Other as follows, the said Harriott agrees to sell and convey by general warranty deed to said See his Tavern property in Marysville being the whole of In Lot No. 37, in said Town, and part of In lot No 38 in said Town, the lines of the part sold of said last mentioned lot to be designated by the fences now around it the fence now between said lot and the lot now occupied by James E. Harriott as a residence to be the partition line the said Harriott is to make a deed to the said See for said premises with all the appurtenances thereon by the first day of April next, for which the said See is to pay the said Harriott three thousand dollars as follows, to wit, the said See is to make a general warranty deed to the said Harriott for all that part of In lot No. 52, in said Town which he the said See owns with the improvements thereon being the Store House and dwelling occupied by J. W. Evans, which is to pass for Eighteen hundred and seventy five dollars in this trade, the said See is also sign over to the said Harriott immediately a note on J. P. Brown and John Cunningham security for six hundred and twenty three dollars made payable to Hugh See or bearer, five years from date and dated the first of August 1846, and has been an interest since the first of February 1848. The said See is also to make a general warranty deed to the said Harriott for the House and Lot in the town of Delaware, Ohio, which he the said See bought of G. W. Rosette, which is to be considered as five hundred dollars in this transaction, said deeds to be made by the said See at the same time the said Harriott makes his deed herein before specified to the said See, the said Harriott is also to deliver to the said See on the first day of April next ten beds, ten bolsters and twenty pillows now in the possession of J. P. Resler, for which the said See is give his note to the said Harriott for Eighty dollars payable one year from the first of next April with interest from the first day of next April. Both parties agree that the several premises to be conveyed by them respectively shall be in as good Condition as it is at present saving only the natural wear and tare Oct 20th 1848 James E. Harriott & Hugh See & Co. Witnesses, Geo. H. Witten, Jas. S. Shurby A. K. Knowlton the receipt of the Eighty dollar note of H. See & also the note of J. P. Brown & John Cunningham security for six hundred & twenty three dollars as per the foregoing agreement Oct 20th 1848, James E. Harriott.

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said exhibit marked B referred to in the foregoing Bill and filed therewith
 reads in the words and figures following to wit: Know all men by these presents,
 that we James E. Harriott and Sarah Ann Harriott wife of said James
 E. Harriott of the County of Union and State of Ohio in Consideration of the
 sum of Three thousand dollars, in hand paid by Hugh See of the County of
 Seneca and State of Ohio have bargained and sold, and do hereby grant bargain
 sell and convey unto the said Hugh See his heirs and assigns forever, the fol-
 lowing premises situate in the County of Union in the State of Ohio, and in the
 Town of Mansville and bounded and described as follows: Being all of In lot
 No. thirty nine (39) in said Town of Mansville with the appurtenances thereon
 for a more particular description of said lot reference may be had to the plat
 of said Town, also a part of In lot No. thirty eight as follows beginning at the
 North West Corner of said In lot No. 38, thence South $1^{\circ} E. 4$ poles 13 links to a
 post, thence $N. 70.30. E. 45$ links to a post, thence North $57^{\circ} E. 36$ links, thence
 South $89^{\circ} E. 5$ rods, thence North $1^{\circ} W. 3$ rods, thence West 8 rods to the beginning
 with the appurtenances thereunto belong, To have and to hold said premises
 with the appurtenances, unto the said Hugh See his heirs and assigns forever,
 And the said James E. Harriott & Sarah Ann his wife for themselves and
 heirs doth hereby covenant with said Hugh See his heirs and assigns, that he
 is lawfully seized of the premises aforesaid; that the premises are free and clear
 from all incumbrances whatsoever, and that he will forever warrant and
 defend the same, with the appurtenances, unto the said Hugh See his heirs and
 assigns, against the lawful claims of all persons whomsoever. In testimony
 whereof, the said James E. Harriott and Sarah Ann Harriott have
 hereunto set their hands and seals this thirty first day of March in the year
 of our Lord One thousand eight hundred and forty nine, James E. Harriott
~~and~~ Sarah Ann Harriott ~~Seal~~ Executed in presence of James Turner J. & Har-
 riott, The State of Ohio Union County, ss. Before me the Subscriber a Justice of the Peace
 in and for said County, personally appeared the above named James E. Harriott and Sarah
 Ann his wife and acknowledged the signing and sealing of the above conveyance to be
 their voluntary act and deed, and the said Sarah Ann Harriott being at the same time
 examined by me, separate and apart from her said husband, and the contents of the
 said instrument made known to her by me, she then declared that she did volun-
 tarily sign, seal and acknowledge the same, and that she is still satisfied therew-
 ith. Given under my hand officially, this thirty first day of March A.D. 1849.
 James Turner J. P. Seal, and afterwards to wit: On the 25th day of July A.D. 1849 a
 Subpoena in Chancery was issued to the Sheriff of Seneca County in the words
 and figures following to wit: The State of Ohio Union County, ss. To the Sheriff of
 the County of Seneca Greeting: We Command you to summon Hugh See to appear
 before the Judges of our Court of Common Pleas, at the Court House, on the first
 day of the ~~Month~~ next ensuing, to answer a Bill in Chancery, exhibited aga-
 inst him by James E. Harriott, and this he shall in no wise omit, under the
 penalty of One thousand dollars; and have then and there this writ. Witness
 James Kinrade Jr Clerk of our said Court, at the Court House, this 25th day of
 July A.D. 1849. James Kinrade Jr Clerk of Com. Pleas, and afterwards to wit:
 On the 3rd day of August A.D. 1849 said Sheriff returned said writ with his

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endorsement thereon as follows to wit: "Personally Served on the within named Hugh See by delivering to him a true Copy of this writ, this first day of August, A.D. 1849. Eden Sease Sheriff of Seve Co." And afterwards at the November Term of said Court, to wit, on the 24th day of November, A.D. 1849. This day came the Complainant by his Solicitors none appearing for the defendant, and the said defendant still failing to plead answer or demur to the Complainants Bill, It is therefore ordered, adjudged and decreed that the same be taken pro confesso, and thereupon this Cause came on to be heard upon the Bill so taken as confessed exhibits &c. and was argued by Counsel on Consideration whereof the Court do find that the equity of the Case is with the Complainant, and that the Contract in said Original Bill named and bearing date October 20th 1848. Was duly executed by the said Hugh See, and ought to be Specifically performed, so far as it is still in the power of the said See to do. That the said part of In lot, No 52 in the Town of Mansville described in said Bill has been sold by the Sheriff of this County to satisfy a judgment against the said defendant, that there is also an unsatisfied balance of said judgment remaining as a lien upon the said House and lot in the Town of Delaware Ohio, which said See bought of one C. W. Rosette, and that the said Hamilt has performed his part of said agreement so far as he was bound to do, the Court do further find that there is due to said Hamilt from the said defendant by reason of the sale of said part of In lot, No 52, as aforesaid the sum of One thousand eight hundred and seventy five dollars with interest from the first day of April 1849 making together the sum of One thousand nine hundred and forty six dollars and eighty two Cents, the Court further find that by reason of the failure of said See to convey to said Hamilt said House and lot in Delaware there is due from said See to said Hamilt the additional sum of Five hundred dollars, with interest thereon from the first day of April 1849, making together the sum of Five hundred and eighteen dollars and sixteen Cents. It is therefore ordered, adjudged and decreed that said Hugh See within twenty days from the rising of this Court pay to said James E. Hamilt said sum of One thousand nine hundred and forty six dollars and eighty two Cents, together with the interest that may accrue thereon, and also that unless within said period of twenty days said See shall convey said House and lot in Delaware to said Hamilt, according to his said Contract and free from incumbrances of every kind he pay within said period of twenty days to said Hamilt said additional sum of Five hundred and eighteen dollars and sixteen Cents, with the interest that may accrue thereon; and also that within said period said See pay the Costs of this suit expended taxed to \$ollars. And that in default thereof, the Sheriff of Union County for the time being who is hereby appointed Special master for that purpose proceed to make said several sums of money herein found due as aforesaid to said Hamilt with said accruing interest and Costs, and Costs to accrue by a sale of said real estate in said Bill described to wit, the Tavern property on In lot No 39, and part of In lot, No 38, in the town of Marysville Union County Ohio, and if said See within said period of twenty days shall convey said real estate in Delaware in conformity with this decree but shall make default as aforesaid in the payment of said sum of One thousand nine hundred and forty six dollars and eighty two Cents, with the accruing interest, said Special master shall proceed as aforesaid to make said last mentioned sum of money and the Costs aforesaid; and in case the proceeds of the sale of said real estate shall not

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be sufficient in amount to satisfy this decree then for the Collection of any remaining balance execution may issue as upon Judgments at Law and this Cause is continued, Notice of Appeal by dependant, and afterwards to wit on the 18th day of December A.D. 1849. an Order of Sale was issued and delivered to the Sheriff of Union County, in the words and figures following to wit: The State of Ohio Union County ss. To the Sheriff of said County Special master & Grantee, Whereas at the November Term of the Court of Common Pleas. continued and held for said County on the 24th day of November A.D. 1849. in a certain Cause in Chancery therein pending wherein James C. Marriott, Complainant, and Hugh Lee dependant, the Court ordered and decreed, that you expose to sale the premises in the bill described, as follows to wit: Situate in the County of Union in the State of Ohio, and in the Town of Marysville and bounded and described as follows, Being all of In lot N^o thirty nine (39) in said Town of Marysville with the appurtenances thereon, for a more particular description of said lot reference may be had to the plat of said Town, also a part of In lot N^o thirty eight as follows, beginning at the north west corner of said lot N^o 38. thence South 1^o E. 4 poles 13 links to a post, thence N. 70. 30. E. 45. links to a post, thence North 57. E. 36. links, thence South 89. E. 5 rods, thence north 1. W. 3. rods, thence west 5 rods to the beginning with the appurtenances thereunto belonging. To satisfy the said Complainant in the sum of twenty four hundred and sixty four dollars and ninety eight cents with interest from the said 24th day of November A.D. 1849. until paid together with the Costs of this suit taxed to \$8.72, and the accruing Costs on said decree; and make report of your proceedings herein to the next term of said Court.

S. J.

Witness James Kirkade Jr Clerk of said Court at Marysville the 18th day of December A.D. 1849. James Kirkade Jr Clerk, and afterwards to wit on the 28th day of May A.D. 1850 said Sheriff returned said Order with his endorsement thereon as follows to wit: Received this writ December 18th 1849. had the within described real estate appraised by the Oaths of James Turner, Jacob Souser, and W^m H. Steiner at twenty eight hundred dollars and filed a copy of said appraisement with the Clerk of the Court from whence this writ issued, and on the 26th day of December 1849. I duly advertised the within described real estate for sale by publication in the Marysville Tribune, a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale, offered the within described real estate for sale by public auction at the door of the Court House on the 26th day of January 1850 between the legal hours of ten o'clock A.M. and four o'clock P.M. that being the time and place I advertised the same to be sold and then and there sold the same to William W. Woods for the sum of nineteen hundred and twenty five dollars he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof, Philip Snider Sheriff and Special master, and afterwards at the May Term of said Court to wit, on the 29th day of May A.D. 1850. this day came the parties by their Solicitors and this Cause thereupon came on to be further heard upon the report of the Sheriff as Special master as was argued by Counsel, on Consideration whereof the Court do find the proceedings of said Sheriff and Special master and the sale by him made of the tenements in the bill and former decree mentioned to be in all respects in due form of law, It is therefore ordered adjudged and decreed that the proceedings and sale of the said Sheriff and Special master be in all things confirmed

Abby Sheldon Adm^r
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And that the said Sheriff and Special master execute and deliver to the said purchaser a deed of the tenements aforesaid in fee simple, pursuant to the Statute in such case made and provided, and it appearing to the satisfaction of the Court that the said purchaser William W. Woods was in equity the owner of so much of said decree at the time of sale, as was bid for the said property by him. It is ordered that the poundage of the Sheriff is disallowed by the Court, and it appearing further to the satisfaction of the Court that the balance of the decree heretofore rendered in this case excepting the costs has been released by consent of parties on settlement. It is further ordered that the costs of this suit be paid by the defendant within twenty days, and that in default thereof that execution issue as upon Judgments at Law.

Attest: James Kirkade for Clerk,

Nabby Sheldon Adm^r
of the Estate of Eli Sheldon
deceased
by
Archibald S. Irwin
& Others.

Pleas before his Honor James S. Torbert, President, and Levi Phelps, James R. Smith and William W. Woods his Associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio on the Twenty Seventh day of May in the Year of our Lord One thousand Eight hundred and Fifty.

Be it remembered that heretofore to wit: On the 9th day of October A.D. 1847. Came Nabby Sheldon administratrix of the estate of Eli Sheldon, deceased. By Messrs. Allison & Curry her Solicitors, and filed in the Clerks Office of said Court her Petition in the words and figures following to wit: "To the Court of Common Pleas of the County of Union, Ohio: Your Petitioner Nabby Sheldon, Administratrix of the estate of Eli Sheldon, deceased, respectfully represents that the total value of the personal estate and effects of said decedent, is as near as can be ascertained, one hundred and ninety three dollars and twenty three Cents, which will more fully appear by the Certificate of the Clerk of this Court, herewith filed. Marked (A) which has been and is wholly absorbed in the payment of the debts of the deceased and in the support of the family under the order of the appraisers, that the amount of Debts owing by the deceased, as nearly as can be now ascertained and which still remain unpaid amount to Six hundred dollars; and the amount of the Charges of Administration to _____ dollars. The personal estate and effects are insufficient to pay said debts. The said decedent did seized in fee simple of the following real estate, situate in the County of Union and State of Ohio, and bounded and described as follows, being that part of Survey No. 5502 entered and Surveyed in the name of Robert Means. Contained in the following boundaries to wit: beginning at a Sugar tree and hickory in the north line thence with the line of Goucher & Irwin South 16° 25' E. 252 poles to the Delaware road and corner to said Goucher and Irwin, thence with another of their lines N. 63° E. about 50 poles to a small white Oak tree corner to a lot conveyed to Hawley Farmer. Thence South 15° E. 109 1/2 poles to a small Sugar tree. Thence South 80° W. about 150 poles to 2 large Hickories. Thence N. 11° 25' W. 347 poles to a stake in the north line of said Survey and corner to Alvin Wilcox land, thence N. 80° E. about 90 poles to the beginning containing two hundred and fifty acres more or less. That said decedent did seized of one other tract or parcel of land for which he had an equitable title, that one Elias G. Strong

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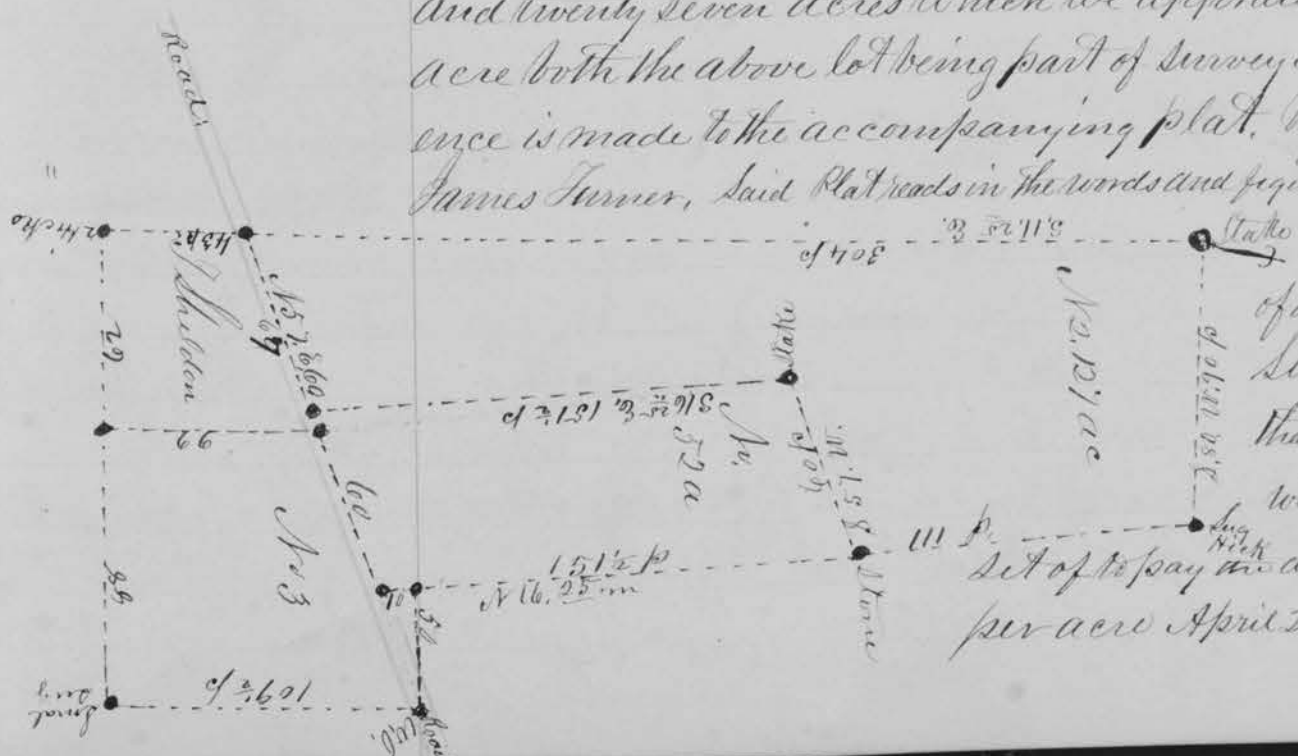
holds the legal title to the same, that there is still due to said Strong from the decedent upon the purchase money about seventy five or eighty dollars. Said last mentioned tract of land is described as follows. Situate in the County of Union and State of Ohio, being part of Survey N:5502, beginning at the South west Corner of Hawley Farmers land thence with his south line, to the South east Corner of said said Farmer in the original east line of said Survey, thence with said original line South 16. E. poles to a Sugar tree and ironwood the original South east Corner of said Survey, thence with the South original line of said Survey, so far, that a line drawn parallel with the said Farmers South line and westwardly from the place of beginning will include 95 acres. That said decedent died, leaving your petitioner his widow who is entitled to dower in said premises. The following persons are the heirs having the next estate of inheritance in the premises above described from the decedent, namely, Nancy Elizabeth Irwin, who has intermarried with Archibald Irwin, Mary Ann Sheldon, Elce Maria Sheldon, Martha Amina Sheldon, Margaret Jane Sheldon, & Orpha S. Sheldon, the last five of whom are minors. Your petitioner prays that said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, be made parties defendants to this petition; that the dower of your petitioner in said premises may be set off, and that your petitioner may be ordered to sell said real estate, or so much thereof as may be necessary for the payment of the debts of the estate &c, and such other relief &c. By Allison Henry Solter, for Pet'r. and afterwards, Court. On the 9th day of October A.D. 1847, a Subpoena in Chancery was issued and delivered to the Sheriff of Union County, in the words and figures following to wit: (The State of Ohio Union County, ss. To the Sheriff of the County of Union Greeting: We Command you, that you summon Archibald Irwin, Nancy E. Irwin, Mary Ann Sheldon, Elce M. Sheldon, Martha A. Sheldon, Margaret J. Sheldon, & Orpha S. Sheldon, to appear before the Judges of our Court of Common Pleas, at the Court House, forthwith to answer a Petition in Chancery, exhibited against them by Nabby Sheldon Administratrix of the estate of Eli Sheldon deceased and this they shall in no wise omit under the penalty of One thousand dollars; and have then and there this writ. Witness John Cassil, Clerk of our said Court, at the Court House, this ninth day of October A.D. 1847. John Cassil Clerk of Com. Pleas.) and afterwards to wit: On the said ninth day of October A.D. 1847, said Sheriff returned said writ with his endorsement thereon as follows to wit: "Served this writ by Certified Copies, October 9th 1847. Philip Under Sheriff." and afterwards at the April Term of said Court to wit: On 26th day of April A.D. 1848, on motion to the Court by Messrs. Allison Henry Counsel for the Petitioner. It is ordered that the said Nabby Sheldon be endowed of one full equal third part of the following real estate in the petition mentioned, to wit: Situate in the County of Union Ohio, and bounded and described as follows, being that part of Survey N:5502, entered and surveyed in the name of Robert Means contained in the following boundaries to wit, beginning at a Sugar tree and hickory in the north line thence with the line, Goucher & Irwin South 16. 35. E. 252 poles, to the Delaware road and corner to said Goucher and Irwin, thence with another of their lines, N. 63. E. about 50 poles to a small white Oak tree corner to a lot conveyed to Hawley Farmer, thence South 15. 2. E. 109. 2 poles to a small Sugar tree - thence South 80. W. about 150 poles to 2 large hickories, thence N. 11. 25. W. 347 poles to a Stake in the north line of said Survey and corner to

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Alvin Wilcox land thence N. 80. E. about 90 poles to the beginning containing two hundred and fifty acres more or less, also another tract or parcel of land situate in said County of Union Ohio and bounded and described as follows to wit: being part of Survey No. 5502 beginning at the South west Corner of Hawley Farmers land; thence with his South line to the South east Corner of said Farmer, in the original East line of said Survey, thence with said original line South 16. E. poles to a Sugar tree and iron wood the original South east Corner of said Survey; thence with the South original line of said Survey so far that a line drawn parallel with the said Farmers South line and westwardly from the place of beginning will include 95 acres, and it is further ordered that William B. Irwin, William M. Robinson, and James Turner being first duly sworn, do upon actual view of the premises set off and assign the said dower to the said Nabby Sheldon and make return of such assignment, and also run off from the balance so much as will secure by sale seven hundred dollars, the probable balance of claims due from said estate, and appraise the same free of dower, and report therein forthwith. And afterwards to wit: On the 27th day of April A.D. 1848, the foregoing order was duly certified to the said Commissioners, under the seal of said Court. And afterwards to wit: On the 29th day of April A.D. 1848, said certified order was returned by said Commissioners together with their report, which reads in the words and figures following, to wit: In obedience to an order from the Court of Common Pleas for the County of Union State of Ohio in which the undersigned were appointed Commissioners to set off dower to Nabby Sheldon and to appraise land, would report that after being duly sworn as the law directs, an actual view of the premises was set off to the Do Nabby Sheldon as her dower in do premises a lot of fifty two acres bounds as follows beginning at a Stake in the Centre of the Delaware State road then running with do road N. 57. E. 60 poles to a Stone then N. 16. 25. W. 151 1/2 poles to a Stone witness 3 maples, ash, Horn beam & red oak, then South 57. W. 60 poles to a Stake witness 2 dog woods Elm and Hick, then South 16. 25. East 151 1/2 poles to the beginning being lot No. 1 on the accompanying plat, also Lot No. 2, to pay the debts of the estate of the Do Eli Sheldon as follows beginning in the road at the N.W. Corner of Thomas Sheldons land in the west line of the Survey from there running with do line North 11. 25. W. 304 poles to a Stake in the North line of the Survey then N. 80. E. 90 poles to Sug & Hickory then South 16. 25. East 111 poles to a Stone N.E. Corner the lot No. 1, then S. 57. W. 60 poles to a Stake N.W. Corner to the dower then with the dower line S. 16. 25. East 151 1/2 poles to a Stake in the Centre of the road S.W. Corner to the dower, then with the road S. 57. W. 60. poles to the beginning containing One hundred and twenty seven acres which we appraise to be worth nine dollars per acre both the above lot being part of Survey No. 5502 for a particular view reference is made to the accompanying plat, William B. Irwin, W. M. Robinson, James Turner, said Plat reads in the words and figures following, to wit:



I hereby certify this to be a correct plat of a survey made by order of Court on part of Survey No. 5502, and Lot No. 1 of 52 acres is that part set off as the dower of Nabby Sheldon widow of Eli Sheldon decd, lot No. 2, is that part set off to pay the debts of Do Sheldon appraised at 79 dollars per acre April 28th 1848, William B. Irwin Surveyor U. S. O.

And afterwards to wit. On the 29th day of April A.D. 1848. On motion to the Court by Messrs Allison & Henry Counsel for the Petitioner and upon producing the assignment of dower and the assignment of a portion of the land in the Petition described for the payment of the debts of said estate together with the appraisement of the tract of land so set off to be sold as aforesaid herein made by William B. Irwin, Wm M. Robinson, and James Turner, under a former order made at this term of this Court. It is ordered that the said Nabby Sheldon proceed according to Law, to sell the said real estate so set off and appraised as aforesaid, part of the premises in the Petition described, and upon the following terms to wit. One half Cash in hand and the balance in one year with interest from the day of sale to be secured by mortgage on the premises, and it is further ordered that the said Nabby Sheldon make return of her proceedings in the premises to the next term of this Court, and afterwards to wit. At the same Term of said Court A.D. 1848 this Cause was continued under former Order, and afterwards to wit at the September Term of said Court A.D. 1848. This Cause was continued under former Order, and afterwards to wit. At the May Term of said Court A.D. 1849. This Cause was continued, and afterwards to wit. At the August Term of said Court A.D. 1849. This Cause was continued under former Order, and afterwards to wit. At the November Term of said Court A.D. 1849. This Cause was continued under former Order, and afterwards to wit. On the 30th day of May A.D. 1850. The said Nabby Sheldon filed herein a report of sale in the words and figures following to wit: "Nabby Sheldon Adm^r of Eli Sheldon deceased, vs. Archibald Irwin et al. Union County Common Pleas. Petition to sell land. In pursuance of an order of sale made at the April Term 1848 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notices, for said sale to wit: at the door of the Court House in the town of Marysville on the 30th day of May A.D. 1850 at 1 o'clock P.M. I offered said property at public vendue, and William D. Jenkins having bid therefor six dollars per acre and he being the highest and best bidder, and the same being two thirds of the appraised value thereof, I struck off and sold the same to him for that sum, Nabby Sheldon, Administratrix of Eli Sheldon deceased," and afterwards at the May Term of said Court to wit. On the 30th day of May A.D. 1850. On motion to the Court by Messrs Allison & Henry Counsel for the Petitioner and upon producing the return of the proceeding and sale made by the said Petitioner as herein before entered and the Court having examined the same and being satisfied that the said sale has in all respects been legally made, It is ordered that the same be and hereby is approved and confirmed and that the said Petitioner execute and deliver to the said purchaser a deed in fee simple for the real estate so by her sold as aforesaid. On the purchaser executing and delivering to the Petitioner a mortgage securing the deferred payment of said sale,

Attest. James Kniskadee Jr Clerk,

Archibald Irwin et al vs
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Archibald Irwin vs
Eley M. Sheldon

Pleas before his Honor James S. Torbert, President and Levi Phelps, James R. Smith and William W. Woods his associates Judges At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio. On the Twenty Seventh day of May in the year of Our Lord One thousand Eight hundred and Fifty Be it remembered that heretofore to wit on the 11th day of April A.D. 1850, Came Archibald Irwin, and Nancy E. Irwin his wife, and Suther C. Farmer and Mary Ann his wife By Messrs. Allison & Curry their Solicitors and filed in the Clerks Office of said Court their Petition in the words and figures following to wit: "To the Honorable the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio: Your Petitioners Archibald Irwin and Nancy E. Irwin his wife, and Suther C. Farmer and Mary Ann his wife of the County of Union, Ohio, respectfully represent that your Petitioners Nancy J. Irwin, and Mary Ann Farmer have a legal right to, and are seized in fee simple, (Subject to a dower in encumbrance of Abby Sheldon) of one third part, or one sixth part each, of a certain tract or parcel of land with the appurtenances, lying and being in the said County of Union and bounded and described as follows, being that part of Survey No 5502 entered and surveyed in the name of Robert Means, contained in the following boundaries, to wit, beginning at a stake in the centre of the Delaware State road, S. E. Corner to a tract of land land ordered to be sold by the Administratrix of Eli Sheldon deceased, for the payment of the debts of said estate, thence with said road N 57. E. 60 poles to a Stone, thence N 16. 25 W. 151 1/2 poles to a Stone witness 3 maples, ash, horn beam & red Oak, thence S. 57. W. 60 poles to a Stake, witness 2 dogwoods, elm and hickory, thence S. 16. 25 E. 151 1/2 poles to the beginning containing fifty two acres more or less, and being subject to the dower estate of Abby Sheldon, covering the whole of said tract as heretofore assigned to her, And your Petitioners further represent, that Eley Mariah Sheldon, Martha A. Sheldon, Margaret A. Sheldon & Orpha S. Sheldon all of said County, and who are minors, are Coparceners with your Petitioners in the said premises, and that Cyprian See of said County is their Guardian duly appointed and qualified by this Court, Your Petitioners therefore desiring to hold their said interests in severalty (Subject to said dower) pray that Partition of said lands and tenements may be made Subject to said dower or if it shall appear that partition of said lands and tenements cannot without manifest injury be made; then that the same may be sold, or other proper order taken in that behalf, pursuant to the Statute in such case made and provided By Allison & Curry their Sol^rs." and afterwards, the said Dependents By C. See Their Guardian filed herein their joint answer in the words and figures following to wit: "The joint and several answer of Eley Mariah Sheldon Martha A. Sheldon, Margaret A. Sheldon, and Orpha S. Sheldon, infant dependents to a Petition for Partition, filed against them by Archibald Irwin and others in the Court of Common Pleas of Union County, Ohio, by Cyprian See Their Guardian, And now come the said dependents Cyprian See Their Guardian, and waive the issuing and service of process, and the said Cyprian See as Guardian aforesaid consents to a partition as prayed for in said Petition, and asks the Court to grant the same in accordance with the Statutes in such case made and provided C. See Guardian for the above heirs;" and afterwards,

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at the May Term of said Court. ~~At~~ On the 28th day of May A.D. 1850. On motion to the Court by Messrs Allison & Henry, Counsel for the plaintiff, It is ordered that by the Oaths of Mains Wason, James Turner and John Cassie, Partition be made of said lands in the said petition described; subject to the dower estate of Nabby Sheldon covering the whole thereof as heretofore assigned to her, in the following proportions to wit: The said Archibald S Irwin and Nancy E. Irwin his wife One equal Sixth part, to the said Suther C. Danner and Mary Ann his wife One equal Sixth part, to the said Elcey M Sheldon, One equal Sixth part, to the said Martha A. Sheldon One equal Sixth part, to the said Margaret S. Sheldon One equal Sixth part, and to the said Orpha S. Sheldon One equal Sixth part; And it is further ordered that a writ of Partition issue to the Sheriff of Union County Commanding him to Cause said partition to be made accordingly and report his proceedings herein forthwith, and afterwards to wit: On the 29th day of May A.D. 1850. a writ of Partition was issued and delivered to the Sheriff of Union County, in the words and figures following, to wit: The State of Ohio Union County ss. To the Sheriff of Union County Greeting: We Command you that without delay by the Oaths of Mains Wason, James Turner and John Cassie you Cause partition to be made of the following real estate to wit: a tract of land with the appurtenances lying and being in the County of Union Ohio, being part of Survey No 5502 Surveyed in the name of Robert Means, being that part of said Survey contained in the following boundaries to wit: beginning at a Stake in the Centre of the Delaware State road S.E. Corner to a tract of land ordered to be sold by the Administratrix of Eli Sheldon deceased, for the payment of the debts of said estate thence with said road N. 57. E. 60 poles to a Stone thence N. 16²⁵ W. 151¹/₂ poles to a Stone, Witness 3 maples, ash, hornbeam, & red oak, thence S. 57. W. 60 poles to a Stake witness 2 dogwoods, elm and hickory - thence S. 16²⁵ E. 151¹/₂ poles to the beginning Contain fifty two acres more or less, and being subject to the dower estate of Nabby Sheldon covering the whole of said tract as heretofore assigned to her; that the said lands subject to said dower estate be partitioned among the following persons, and in the following proportions, to wit: To Archibald S. Irwin, and Nancy E. Irwin, one equal Sixth part, to Suther C. Danner and Mary Ann, his wife one equal Sixth part, to Elcey M Sheldon one equal Sixth part, to Margaret S. Sheldon one equal Sixth part, to Martha A. Sheldon one equal Sixth part, and to Orpha S. Sheldon one equal Sixth part, in pursuance of an Order lately made in our ^{Said} Court of Common Pleas within and for the said County of Union in a certain Petition for Partition wherein Archibald S Irwin and Nancy E. Irwin and Suther C. Danner and Mary Ann his wife are Petitioners and Elcey M Sheldon, Martha A. Sheldon, Margaret S. Sheldon and Orpha S. Sheldon are dependants; and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas within and for the said County of Union together with this writ forthwith, Witness James Rinkade Jr Clerk of our said Court of Common Pleas This 29th day of May A.D. 1850. James Rinkade Jr Clerk, and afterwards to wit: On the said 29th day of May A.D. 1850 said Sheriff returned said writ with his

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endorsement thereon as follows, to wit: "State of Ohio Union County ss. I do hereby certify
 that John Cassil, James Turner, and Mains Wason, the within named Commissioners
 were duly sworn to make partition of the lands within named, on this the 29th
 day of May A.D. 1850. Philip Snider Sheriff of Union County, I have executed this
 within writ, by the Oaths of the Commissioners named in the within Order, whose
 report is herewith returned, May 29th 1850. Philip Snider Sheriff of Union
 County." Said Commissioners report, reads in the words and figures following
 to wit: Archibald S. Irwin vs. Eli Sheldon, et al. Partition Union County
 Com. Pleas. We the Commissioners appointed in this Cause to make partition of a
 tract of land with the appurtenances lying and being in the County of Union, Ohio,
 being part of Survey No 5502. Surveyed in the name of Robert Means, being that
 part of said Survey contained in the following boundaries, to wit: beginning at a Stake
 in the Centre of the Delaware State road S. E. Corner to a tract of land ordered to be
 sold by the administratrix of Eli Sheldon, deceased, for the payment of the debts
 of said estate - thence with said road N. 57. E. 60 poles to a Stone, thence N 16²⁵ W.
 151¹/₂ poles to a Stone, witness 3 maples, ash, horn beam & red oak - thence S. 57. W. 60
 poles to a Stake witness 2 dogwoods, elm and hickory - thence S. 16²⁵ E. 151¹/₂ poles
 to the beginning containing fifty two acres more or less, and being subject to the
 dower estate of Abby Sheldon covering the whole of said tract as here to fore
 assigned to her, having been duly sworn upon actual view of the premises,
 we are of opinion that said lands cannot be divided without manifest
 injury to the same, and thereupon we do estimate the value thereof subject
 to said dower estate at three hundred and twelve dollars, given under
 our hands this 29th day of May A.D. 1850. John Cassil, James Turner,
 Mains Wason; and afterwards to wit: On the 30th day of May A.D. 1850, On
 motion to the Court by Messrs Allison & Hurry Counsel for the Petitioner and
 upon producing the proceedings of the Sheriff and the report and proceedings
 of the Commissioners herein before appointed, and the same being exam-
 ined, It is ordered that said proceedings and report be and the same are
 hereby approved and confirmed; and thereupon the said Archibald
 S. Irwin, electing to take said estate at the said valuation of said Com-
 missioners, the said premises is therefore hereby adjudged to the said
 Archibald S. Irwin, he paying the other parties in interest their
 respective proportions after paying of costs, and the said Sheriff is ord-
 ered to execute a deed in fee simple for the same to the said Archibald
 S. Irwin according to the Statute in such Case made and provided
 on full payment being made as aforesaid, and it is further ordered
 that the Costs and expenses of this suit (including an attorney fee
 of ten dollars to Messrs Allison & Hurry) taxed at
 dollars be paid within twenty days by the parties in proportion
 to their respective interest, and in default thereof that execution
 issue therefor

Attest. James Kirkade Jr Clerk,

D. Burnham & Co
for the use of David Park
vs
David Witter

Pleas before his Honor James S. Torbert, President, and Levi Phelps, James R. Smith and William W. Woods his Associates Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Mansville within and for the County of Union and State of Ohio. On Twenty Seventh day of May in the year of Our Lord One thousand eight hundred and Fifty.

Be it remembered that heretofore to wit. On the 16th day of October A.D. 1848. David Park by Messrs. Allison Hurry his Attornies filed in the Clerk's Office of said Court the following Praecipe and Affidavit to wit: "David Burnham & James Riddle late partners under the name and firm of D. Burnham & Co) for the use of David Park vs David Witter. In Debt. Debt \$72.00. Damages \$100.00. Issue a capias ad respondendum returnable at the next term, endorse on the writ. Suit brought on a recognizance of bail for the stay of execution upon a judgment rendered on the 7th day of December 1839. against one Jacob Seaman, who is since deceased, in favour of the said D. Burnham & Co. for the sum of \$72.00 & the Costs of Suit. The judgment was rendered by Andrew Keyes a Justice of the Peace in and for the township of Union in the County of Union Ohio. The recognizance of the said David Witter for the stay of execution upon the said judgment, was taken by the said Justice of the Peace on the 14th day of December A.D. 1839. for the sum of One hundred dollars, conditioned according to Law. which said judgment remains unsatisfied and which was assigned to the said David Park. January 6th 1842. VC. Also for Goods sold &c. Amounts claimed as due - Debt \$72.00 Damages \$100.00. Hold to bail in the sum of \$281.75. To the Clerk of Union County, Common Pleas. Oct. 16th 1848. Allison Hurry Atty for Plff. The State of Ohio Union County ss. The Court of Common Pleas. The above named David Park for whose use this Suit is brought, maketh oath and says that the above named David Witter is justly and truly indebted to his deponent in the sum of One hundred and forty dollars and eighty nine cents Debt, and interest upon the judgment and recognizance set forth in the above Praecipe. And this deponent further says that the said David Witter is not a Citizen, or resident of the State of Ohio. David Park. Sworn to and subscribed before me this 16th day of October A.D. 1848. James Kirkcaldie Jr Clerk." and afterwards to wit. On the 16th day of October A.D. 1848. a Capias ad respondendum was issued and delivered to the Sheriff of Union County in the words and figures following to wit. The State of Ohio Union County ss. To the Sheriff of said County Greeting: We Command you to take David Witter if he may be found in your bailiwick and him safely keep, so that you have his body before our Court of Common Pleas of the County aforesaid at the Court House in said County, on the first day of their next term, to answer unto David Burnham and James Riddle, late partners under the name and firm of D. Burnham & Co) for the use of David Park, in a plea of Debt. Debt \$72.00. Damages \$100.00 and have you then then this writ. Witness James Kirkcaldie Jr Clerk of said Court at the Court House in Mansville this 16 day of October A.D. 1848. James Kirkcaldie Jr Clerk. Upon which said writ was the following indorsement, to wit. Suit brought on a recognizance of bail for the stay of execution upon a judgment rendered on the 7th day of December 1839. against one Jacob Seaman who is since deceased, in favour of the said D. Burnham & Co. for the sum of \$72.00 & the Costs of Suit. The judgment was rendered by Andrew Keyes a Justice of the Peace in and for the township of Union, in the County of Union, Ohio. The recognizance of the said David Witter for the stay of execution upon the said judgment

was taken by the said Justice of the Peace on the 14th day of December A.D. 1839, for the sum of One hundred dollars, conditioned according to Law, which said judgment remains unsatisfied and which was assigned to the said David Park, Hannan, 6th 1842 &c, also for goods sold &c amounts claimed as due, Debt \$92.00 Damages \$100.00 Held to bail in the sum of \$281.78. Allison & Hurry attys for Pltff. Amount sworn to as due One hundred and forty dollars and eighty nine cents, and afterwards to wit, on the 15th day of November A.D. 1848, said Sheriff returned said writ, with his indorsement thereon as follows to wit: "I have taken the body of the within named defendant and taken bond with Joseph Galloway Security and returned a Copy of Bond herewith. October 17, 1848. Philip Snider Sheriff: Said Copy of Bond reads in the words and figures following, to wit: "Know all men by these presents that we David Witter and Joseph Galloway are held and firmly bound unto Philip Snider Sheriff of the County of Union Ohio, in the sum of two hundred and eighty one dollars and seventy eight cents to be paid to the said Sheriff or assigns, for which payment we do hereby jointly and severally bind our selves, sealed with our seals and dated this 17th day of October, A.D. 1848. The Condition of the above bound David Witter, 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 to answer to David Burnham & James Riddle (late partners in the name and firm of D Burnham & Co, for the use of David Park, in a plea of Debt. Debt \$92.00 Damages \$100.00 then this obligation to be void otherwise in full force and virtue in Law. David Witter Seal Joseph Galloway Seal I certify the above to be a true Copy of the Original Bond Philip Snider Sheriff: and afterwards to wit: on the 31st day of May A.D. 1849, this day came into Court P. B. Cole and Joseph Galloway and acknowledged themselves to owe unto D Burnham & Co for the use of David Park, the sum of two hundred and eighty two dollars to be levied on their goods and Chattels, lands and tenements and estate; upon Condition that the defendant David Witter shall be condemned in this action at the suit of D Burnham & Co for the use of David Park plaintiff he shall pay the Costs and Condemnation of the Court or be rendered or render himself into the Custody of the Sheriff of said County for the same, or in case of failure, that the said P. B. Cole and Joseph Galloway will pay the Costs and Condemnation for him. And afterwards to wit: on the 7th day of July A.D. 1849, the said plaintiff by Messrs Allison & Hurry his attorneys filed herein his declaration in the words and figures following to wit: "The State of Ohio Union County ss. Court of Common Pleas. May Term A.D. 1849. David Burnham and James Riddle (late partners under the name and firm of D Burnham & Co) for the use of David Park Complain of David Witter in a plea of Debt, for that whereas heretofore to wit: On the seventh day of December A.D. 1839, at the County of Union aforesaid, the said plaintiffs recovered a judgment One Jacob Seaman (who has since deceased) before One Andrew Reyes then and there being a Justice of the Peace in and for the said County for the sum of Ninety two dollars, and the Costs of Suit taxed at 12 1/2 cents, as appears of record upon the docket of the said Justice of the Peace, And whereas the defendant on the 14th day of December A.D. 1839 at the County aforesaid for the purpose of staying the Collection of said judgment: by execution, appeared before the said Andrew Reyes, then and there still being a Justice of the Peace as aforesaid, and acknowledged himself bail for the said Jacob Seaman for the stay of execution upon said judgment, in the sum of One hundred dollars to be levied on his goods and Chattels, lands and tenements, in case the said Jacob Seaman failed to make payment of the said judgment, as

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will more fully and at large appear by reference to said recognizance of bail, as of record upon the Docket of the said Justice of the Peace, by reason of which execution upon said judgment was Stayed in accordance with the Statute in such case made and provided. And the plaintiff avers that the said Jacob Seaman departed this life on or about the month of December A.D. 1840. And that the said Jacob Seaman did not pay the said judgment in his lifetime or any part thereof, nor has the administrators upon his estate paid the same or any part thereof since the decease of the said Jacob Seaman, nor has the defendant paid the same or any part thereof, nor has he discharged his said recognizance by paying to the plaintiff the amount thereof or any part thereof; but the plaintiff avers that the said judgment and the said recognizance are wholly unsatisfied to wit, at the County of Union aforesaid by reason of which premises an action hath accrued to the said plaintiffs to have and demand of the said defendant the said debt of one hundred dollars. And whereas also, the defendant on the first day of January A.D. 1845, at the County aforesaid, was indebted to the plaintiffs in the sum of one hundred dollars for the price and value of goods then and there bargained and sold by the plaintiffs to the defendant at his request. And in one hundred dollars for money then and there lent by the plaintiffs to the defendant at his request. And in one hundred dollars for money then and there paid by the plaintiffs for the use of the defendant at his request. And in one hundred dollars for money then and there received by the defendant for the use of the plaintiffs. And in one hundred dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them: which said several last mentioned moneys were to be respectively paid by the defendant to the plaintiffs, on request; yet the defendant hath not paid any of the said last mentioned moneys or any part thereof; to the plaintiffs damage of one hundred dollars, and thereupon they bring suit &c. by Allison Henry their Attys. and afterwards to wit at the August Term of said Court A.D. 1849. This cause was continued at Costs of Defendant, judgment for Costs. — Demurrer filed hereto Oct. 2, 1849 by Mr. Cole hereto attorney made in the words and figures following to wit: David Witter, vs. D. Burnham & Co for the use of David Witter. In debt. And the said David Witter Com. and says that the said D. Burnham & Co 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 D. Burnham & Co may be barred of their said action against him &c. And for causes of Demurrer the said David Witter shows to the Court here the following, to wit; 1st that there is no allegation in the said Declaration that execution issued against the defendant to the original judgment and that sufficient goods and chattles could not be found of the said party to satisfy the execution, as the Statute requires before suit can be brought against the bail for stay. — 2^d That the Statute provides a remedy against bail for stay of execution by scire facias and being a Statutory proceeding, exclusively an action of debt cannot be sustained thereon; And also that the said Declaration is in other respects uncertain informal and insufficient &c. By P. B. Cole. Atty for Def. And afterwards to wit, at the November Term of said Court A.D. 1849. Demurrer was overruled and leave to plead within thirty day

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from the rising of this court, and this cause was continued. — And afterwards to wit, on the 3^d day of February A. D. 1850. Defendant by P. B. Cole his Attorney filed herein his plea in the words and figures following: to wit: David Witter and S. Burnham & Co. for the use of Maria Park. In debt. And the said David Witter comes & defends &c and as to the first, second, third and last counts of the said declaration says that he does not owe the said sums of money. Therein mentioning nor any of them nor any part thereof in manner and form as the said plaintiff hath complained against him and of this he puts himself upon the country and the said Plaintiff doth the like. P. B. Cole atty for Deft. The Plaintiff will take notice the said David Witter will on the trial of this cause insist and prove that he the said Defendant was only bail for the stay of execution for the claim on which this suit is founded, and will further prove that he the said plaintiff hath not used due and legal diligence to collect the same from the said principal, by causing execution to be issued upon said judgment as by law he was bound to do and otherwise wherefore the said David Witter will insist that the said recognizance mentioned in the first count of the plaintiffs said declaration is invalid and void in law and will demand to be discharged and dismissed from all obligations and liability on account of said recognizance and the said suit brought thereon, by P. B. Cole his Atty. And afterwards to wit: at the May Term of said court A. D. 1850. This day came the parties by their attorneys, and submit this cause to the court upon the issue joined and the court being fully advised in the premises, do find that the said Defendant David Witter doth owe to the said Plaintiffs S. Burnham & Co. the sum of one hundred dollars, and do assess their damages by reason of the detention thereof after deducting the dividend paid by the Estate of Jacob Seaman dec'd to forty one dollars and ninety one cents. Therefore it is considered that the said plaintiff recover of the said David Witter the sum of One hundred dollars their debt of record and the said sum of forty one dollars and ninety one cents their damages aforesaid, and also their costs in this behalf expended taxed to dollars

Motion for new trial and Motion in arrest overruled, Bill of exceptions taken and ordered to be made part of the record, Said Bill of exceptions, filed August 15. 1850. reads in the words and figures following to wit: S. Burnham & Co for the use of M. Park. vs David Witter. In debt on Recognizance for stay of Execution against the Bail. In the Court of Common Pleas in Union County. Be it remembered that on the trial of this cause at the May Term of the Court of Common Pleas A. D. 1850 the said plaintiff to prove the issue on his part offered in evidence a transcript of a judgment from the pocket of Andrew Keyes a Justice of the Peace in favor of the plaintiff and against one Jacob Seaman which transcript contained a Recognizance for the stay of Execution signed by the defendant as bail for stay of execution for said Seaman. — The plaintiff also gave in evidence that said judgment had been layd before the Adm^r of said Seaman (who died some two months after the expiration of the stay of Execution) and that it had received its ratable proportion of the said Estate (which was insolvent.) The transcript of said judgment did not show that execution had ever issued against the principal in his life, and execution had not so issued, which evidence was admitted without objection. — And the said Defendant, to maintain the issue on his part gave in

evidence that he gave verbal notice to the plaintiff three days after the expiration of the stay, to proceed against the principal to collect the Judgment. - Whereupon the Counsel for Defendant, asked the Court (the cause being submitted to the Court) to decide that the Plaintiff could not maintain his said action, because he had not issued Execution against the principle and the Defendant further insisted that the Plaintiff should become nonsuit, which motion the Court overruled in that behalf. - Whereupon the Counsel for Defendant David Miller prayed the said Judges would set their hands and seals to this bill of exceptions containing the several matters so proved and gave in evidence as afore said according to the Statute in such case made & provided, and thereupon the Judges aforesaid at the request of the said Counsel for the said David Miller did sign & seal this bill of exceptions pursuant to the aforesaid Statute in such case made and provided and by consent of Parties. - J. S. Torbert & Levi Phelps & Samuel R. Smith & W. Woods Es.

Attest James Kinradey Clerk,

Richard Bowling
vs
James Guy

Pleas before his Honor James S. Torbert President and Levi Phelps Samuel R. Smith and William H. Woods Associates Judges. At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of August in the year of our Lord one thousand eight hundred and fifty

Be it remembered that heretofore, to wit: on the 9th day of April A.D. 1850 Richard Bowling by H. W. Smith his attorney sued out of the Clerk's office of the Court aforesaid the following writ of summons, to wit: "The State of Ohio, Union County ss. To the Sheriff of said County Greeting: We command you to summon James Guy if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Richard Bowling in a plea of Assumpsit damages two thousand dollars and have you there this writ,

L.S. Witness, James Kinradey Jr., Clerk of said Court at Marysville the 9th day of April A.D. 1850, James Kinradey Jr. Clerk," upon which said writ was the following endorsement, to wit: "Suit brought by the plaintiff to recover from the Defendant two thousand dollars for goods bargained and sold, for goods sold and delivered. For money lent, and for two thousand dollars money paid by the plaintiff for the use of the Defendant, and for money had and received and for money found due on an account stated. H. W. Smith atty for Pltff." And afterwards to wit on the 4th day of May A.D. 1850 said Sheriff returned said writ with his endorsement thereon as follows to wit: "Served this writ May 3^d 1850 by leaving a certified copy thereof at the residence of the within named James Guy. Philip Smider Sheriff. And afterwards, to wit, on the 3^d day of June A.D. 1850. The said Plaintiff by H. W. Smith filed herein his declaration in the words and figures following, to wit: Court of Common Pleas of Union County, of the Term of May in the year eighteen hundred and fifty. The

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Severdy Moulton Shipton
vs
William C. Lee
William H. Fraude &
R. Lee,

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State of Ohio Union County vs Richard Bowling plaintiff in this suit
 Complain of James Guy defendant in this suit, in a plea of assumpsit, for that
 whereas the said defendant on the first day of April in the year eighteen hundred
 and fifty, at London, Madison, County, to wit; at the County of Union was induc-
 ted to the said Plaintiff in two thousand dollars for the price and value of
 goods, then and there bargained and sold by the plaintiff to the defendant
 at his request. And in the sum of two 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 the sum of two thousand dollars for money then
 and there lent by the plaintiff to the defendant at his request. And in the sum
 of two thousand dollars for money then and there paid by the plaintiff for the
 use of the defendant at his request and in the sum of two thousand dollars
 for money then and there received by the defendant for the use of the plaintiff
 And in the sum of two thousand dollars for money found to be due from the
 defendant to the plaintiff on an account then and there stated between them,
 And whereas the defendant afterwards, to wit; on the second day of June A.D.
 1850, in consideration of the premises then and there promised to pay the said
 several sums of money, the said several sums of money to the plaintiff on
 request; yet he hath disregarded his promises, and hath not paid the said
 several sums of money, nor either of them, nor any part thereof; to the
 damage of the plaintiff two thousand dollars, and thereupon he brings
 suit, &c By H. W. Smith his Atty. And afterwards to wit on the 12th day of
 August A.D. 1850 this day came the said plaintiff by H. W. Smith his attor-
 ney, and the said defendant though solemnly called came not but made
 default whereupon the case was submitted to the court on an inquiry of
 damages, and after hearing the evidence it is considered that the
 said plaintiff ought to recover his damages by reason of the premises
 and the court being fully advised in the premises do award the damages
 of the plaintiff to Eleven Hundred and six dollars and nineteen cents
 therefore it is considered that the said plaintiff recover of the
 defendant the said sum of Eleven Hundred and six dollars and
 nineteen cents his damages aforesaid, in form aforesaid assessed
 and also his costs in this behalf expended taxed to
 dollars

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Attest James R. in Reading Clerk

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 Nancy Moulton Plimpton
 vs
 William C. See
 William H. Spauld &
 R. See.

Pleas before his Honor James S. Robert President and Levi Phelps James R. Smith and
 William M. Woods his associates Judges At a Court of Common Pleas begun and held
 at the Court House in the town of Marysville within and for the County of Union and State
 of Ohio on the 10th day of August in the year of our Lord one thousand eight hundred
 and fifty
 Be it remembered that here before on the 21st day of Aug. A.D. 1850 Nancy
 Moulton and Plimpton by Messrs. Allison being their Attornies sued out of

The Clerk's office of the Court aforesaid the following writ of summons to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Wm. E. See, W. H. Frank and R. See if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Mansville, on the first day of the next term thereof, to answer unto Oliver S. Sweedy, Rodman S. Moulton & John G. Plimpton partners in trade under the name and firm of Sweedy, Moulton & Plimpton in a plea of debt, debt seven hundred and ninety six dollars and damages six hundred dollars and have you then there this writ. Witness, James Hinkade, Jr. Clerk of said Court at Mansville the 21st day of May, A.D. 1850

S.S. James Hinkade, Jr. Clerk. - Upon which said writ was the following endorsement to wit: Suit brought on bond under seal given by Defendants to plaintiffs for seven hundred and ninety six dollars, dated July 17th A.D. 1848 given to obtain a writ of error, also for goods sold and delivered money had and received &c. Allison & Curry attys for plaintiffs. - Said Sheriff returned said writ, with his endorsement thereon as follows, to wit: Served this writ by delivering to the within named Wm. E. See and W. H. Frank, each a certified copy thereof of May 22nd 1850, and by delivering to R. See, a certified copy thereof of May 25th 1850 Philip Hides Sheriff. - And afterwards, to wit, on the 10th day of July, A. D. 1850 the said Plaintiffs by Messrs Allison & Curry their attorneys filed their declaration herein in the words and figures following, to wit: Court of Common Pleas of Union County, of the Term of May, in the year of our Lord one thousand eight hundred and fifty. The State of Ohio, Union County, ss. Oliver S. Sweedy, Rodman S. Moulton and John G. Plimpton, partners in trade under the name and firm of Sweedy, Moulton, and Plimpton by Allison and Curry their Attorneys complain of Wm. E. See, W. H. Frank, and R. See in a plea of debt for that whereas the said Defendants heretofore, to wit, on the 17th day of July A.D. 1848 at the County of Union aforesaid, by their certain writing obligatory sealed with their seals and now to the Court here shown acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of seven hundred and ninety six dollars, to be paid to the plaintiffs, which said writing obligatory, was and is subject to a certain condition thereunder written, where by after reciting to the effect following that whereas a judgment had been obtained in the Court of Common Pleas of Union County, Ohio, at the Law Term A.D. 1848, by the said Sweedy, Moulton and Plimpton against James See and William E. See, late partners under the name and firm of S. W. E. See for the sum of three hundred and ninety one dollars, and twenty cents damages, and six dollars and sixty two cents costs, which said case had been removed to the Supreme Court on a writ of error, it was provided in and by the said condition that if the said James See and William E. See should pay the full amount of the condemnation in the Supreme Court if judgment should be rendered in said Supreme Court against them then said obligation should be void, otherwise in full force and effect in law; And the plaintiffs aver that they afterwards, to wit, at the July Term A.D. 1849 of said Supreme Court in and for said County of Union, by the consideration and judgment of said Supreme Court in said cause removed to said Supreme on said writ of error as aforesaid, recovered against Defendants a judgment affirming said judgment of said Court of Common Pleas with costs, by which said judgment of affirmance

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Said Defendants were condemned in the amount of four hundred and fifteen dollars damages and seven dollars and two cents, original costs and interest thereon, together with one dollar and thirty six cents of increase costs made previous to said judgment in said Supreme Court; And said plaintiffs at said July Term A.D. 1849 of said Supreme Court recovered in like manner against said Defendants a judgment condemning said Defendants to pay said plaintiffs twenty dollars and seventy five cents being five percent damages, according to the Statute in such case made and provided, together with costs (which costs amounted to seven dollars and eighteen cents), as by the record of said Court will more fully appear; And the plaintiffs further aver that after wards to wit; on the 2^d day of July A.D. 1849, at said County, said Supreme Court in and for said County issued a special mandate to the Court of Common Pleas in and for said County ordering said Court of Common Pleas to award execution upon said judgments of said Supreme Court, and which said mandate afterwards, to wit; at the August Term A.D. 1849 of said Court of Common Pleas was duly received by and served upon said Court of Common Pleas, who then and there ordered that execution should issue upon said judgments; And the plaintiffs further aver that afterwards, to wit; on the 21st day of August A.D. 1849 a writ of execution commonly called a writ of fieri et levare facias, was duly issued by and from said Court of Common Pleas under said judgment for Statutory damages and was then and there duly delivered to Philip Snider then being Sheriff of said Union County; And said Snider Sheriff as aforesaid, afterwards, to wit; on the first day of the November Term of said Court of Common Pleas, A.D. 1849, returned said writ to said Court endorsed as follows: Received this writ September 6. 1849, served September 13. 1849 served in conjunction with another execution in favor of J. S. Seymour & Co against See M^r Lane & Co, upon 50 head of Stock Hogs, 3 log chains, 1 yoke of oxen, 1 ox cart, one three year old Steer, and 1 bay mare, as the property of M^r Edue said Oxen and cart levied upon subject to a levy here to fore made by M^r Wells, on an execution in favor of Charles Thatcher. Said bay mare levied on subject to a former levy in favor of Eschwege Bonds, left the same in possession of said See and took bond for redelivery with John Gaspil security; advertised for sale by publication in the Mansville Tribune, to be sold November 12th 1849, and on the day of sale property not found. Philip Snider Sheriff." — And afterwards to wit; on the 12th day of April A.D. 1850 at said Union County, a writ of venditionis exponas was duly issued on said judgment for Statutory damages by said Court of Common Pleas, and was then and there delivered to said Snider, he still being Sheriff as aforesaid; and afterwards at and on the first day of the Term of said Court of Common Pleas of May 1850. said Sheriff duly returned said writ of venditionis Exponas to said Court of Common Pleas endorsed as follows: Received this writ April 12th 1850. the property within described not found, it having been disposed of by M^r Edue as by him stated at the time the property was demanded, and it being insufficient to satisfy this writ; There being no other goods or chattels, lands or tenements found where on to levy. Philip Snider, Sheriff." whereby it appears that the said James See and William Lane

late partners under the name and firm of W. E. See had not goods and chattels, lands and tenements sufficient to satisfy said writ, and pay said judgment for statutory damages and costs; and the plaintiffs further aver that afterwards, to wit on the 21st day of August 1849 at said County, a writ of execution was duly issued by said Court of Common Pleas on said judgment of affirmance, and was then and there delivered to said Sheriff of Union County; and afterwards, to wit; on the first day of the November Term 1849 of said Court of Common Pleas, said Sheriff duly returned to said Court of Common Pleas said writ, endorsed as follows: "Received this writ September 6. 1849 levied levied September 13. 1849. levied in conjunction with another execution in favor of J. & J. H. Seymour vs. against See, Madure & Co. upon 50 head of stock hogs, 3 log chains, 1 yoke of oxen, 104 cart, three year old steer, and 1 bay mare, as the property of W. E. See, said oxen and cart levied upon subject to a levy heretofore made by Mrs. Wells on an execution in favor of Charles Thatcher, said bay mare levied on subject to a former levy in favor of Exchange Bank, left the same in possession of said See and took bond for redelivery, with John Cappel security, advertised for sale agreeably to law, and on the day of sale property not found, Philip Snider Sheriff." And afterwards, to wit; on the 12th day of April 1850 at said Union County, a writ of venditioni exponas was duly issued by said Court of Common Pleas on said judgment of affirmance, and was then and there delivered to said Sheriff of Union County; and afterwards, on the first day of the May Term A. D. 1850, of said Court of Common Pleas said Sheriff duly returned said writ of venditionis exponas to said Court of Common Pleas, endorsed as follows: "Received this writ April 12. 1850. The property within described not found, it having been disposed of by W. E. See, as by him stated at the time a demand of the property was made, and it being insufficient to satisfy this writ, there being no other goods or chattels, lands or tenements found whereon to levy. Philip Snider Sheriff." Whereby it appears that the said James See and William E. See late partners in trade under the name and firm of W. E. See, had not goods and chattels, lands and tenements sufficient to satisfy said last mentioned writ and pay said judgment of affirmance and costs; and the plaintiffs further aver that a large amount of increase costs, to wit, three dollars and eighty four cents have accrued upon said judgment of the Supreme Court and said defendants have not, nor hath either of them paid the said condemnation of the Supreme Court and costs, or any part of either of them, whereby an action hath accrued to the plaintiffs to demand and have of the defendants the said sum of seven hundred and ninety six dollars above mentioned; yet the defendants have not nor hath either of them paid the same or any part thereof. And whereas also the said defendants heretofore to wit; on the 17th day of July A. D. 1848, at said County of Union by his certain other writing obligatory, sealed with his seal and now to the Court here shown acknowledge themselves to be held and firmly bound to the plaintiffs in the sum of seven hundred and ninety six dollars to be paid to the plaintiffs yet the defendants though often requested so to do have not nor hath either of them paid said last named sum of seven hundred and ninety six dollars or any part thereof. And whereas also the

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Sweedy, Jennings, v. Co.
vs
William E. See
J. S. Alexander &
Aquila Turner

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Defendants, on the first day of January 1850, at said Union County, were indebted to the plaintiffs in the sum of seven Hundred and ninety six dollars for the price and value of goods then and there sold and delivered by the Plaintiffs to the Defendants at their request: - And in seven Hundred and ninety six dollars for money then and there had and received by the Defendants for the use of the plaintiffs, which said several last mentioned sums of money were to be respectively paid by the Defendants to the plaintiffs on request; yet the Defendants, though often requested so to do, have not; nor hath either of them paid the said last mentioned moneys nor either of them nor any part thereof; So the Plaintiffs' damage six hundred dollars, and thereupon they sue, By Allison & Curry their Attornies. - And afterwards, to wit; on the day and year first herein aforesaid, to wit; on the 12th day of August A.D. 1850 this day, came the said Plaintiffs by Messrs Allison & Curry their Attornies, and the said William E. Lee, William H. Frank and R. Lee though solemnly called came not but made default, whereupon it is considered that the said Plaintiffs ought as well to recover against the said William E. Lee William H. Frank & R. Lee their debt, as also to have execution for so much thereof as may be due according to equity, and thereupon neither party demanding a jury, and the Court being fully advised in the premises, do find that the sum of four hundred & eighty three dollars & sixty two cents is now due from the said Defendants to the said plaintiffs according to equity; therefore it is considered that the said plaintiffs recover of the said Defendants the sum of seven hundred and ninety six dollars their debt aforesaid, and that execution issue thereon against the said Defendants for the sum of four hundred and eighty three dollars and sixty two cents, the amount now due as aforesaid according to equity, and also dollars, the costs of the said Plaintiffs in this behalf expended;

Attest. James Kirkodey Clerk,

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Sweedy, Jennings, & Co.
vs
William E. Lee
J. S. Alexander &
Aquila Turner

Pleas before his Honor James S. Torbert President and Levi Phelps, James R. Smith and William H. Woods associate Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio, on the Twelfth day of August in the year of our Lord one thousand eight hundred and fifty.

Be it remembered that heretofore, to wit; on the 21st day of May A.D. 1850 Sweedy Jennings & Co by Messrs Allison & Curry their Attornies sued out of the Clerks office of the Court aforesaid the following writ of Summons, to wit;

"The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Messrs J. S. Alexander and Aquila Turner if they may be found in your barlwick, to be and appear before the Court of Common Pleas of said County of Union at the Court House in Marysville, on the first day of the next Term thereof, to answer unto Oliver B. Sweedy, Edward Jennings, John C. Plimpton & Rodman G. Moulton

L.S.

late partners in trade under the name and firm of Tweedy, Jennings & Co in a plea of Debt. Debt eight hundred and sixty four dollars and damages eight hundred dollars and have you then there this writ, witness James Kirkcaldie, Jr., Clerk of said Court at Mansville the 21st day of May A.D. 1850. James Kirkcaldie, Jr. Clerk upon which said writ was the following endorsement, to wit: Suit brought on a writ of Error Bond under seal given by Defendants to Plaintiffs for eight hundred and sixty four dollars, dated July 17th 1848. given to obtain a writ of Error, also for goods sold and delivered, Money had and received &c, Allison & Curry attys for Plffs. - And afterwards, to wit, on the 23rd day of May A.D. 1850, said Sheriff returned said writ, with his endorsement thereon as follows, to wit: "Served this writ, May 23rd 1850 by delivering to Wm. E. Lee and Aquilla Turner each a certified copy thereof, and by leaving a certified copy thereof at the residence of J.S. Alexander, Philip Snider, Sheriff; - And afterwards, to wit, on the 10th day of July, A.D. 1850, The said Plaintiffs by Allison & Curry their attorneys filed herein their declaration in the words and figures, following, to wit: Court of Common Pleas of Union County, of the Term of May, in the year of Our Lord One thousand eight hundred and fifty. The State of Ohio Union County, ss. Oliver B. Tweedy, Edward Jennings, John P. Plisnitzer, and Rodman G. Moulton, late partners in trade under the name and firm of Tweedy, Jennings, & Co, by Allison & Curry their attorneys, complain of Wm. E. Lee, J.S. Alexander and Aquilla Turner in a plea of Debt, For that whereas the said Defendants heretofore, to wit, on the seventeenth day of July, A.D. 1848 at the County of Union aforesaid by their certain writing obligatory sealed with their seals, and now shown to the Court here, acknowledged themselves to be held and firmly bound to the plaintiffs, in the sum of eight hundred and sixty four dollars, to be paid to the plaintiffs, which said writing obligatory was and is subject to a certain condition thereunder written, whereby after reciting to the effect following that whereas a judgment had been obtained in the Court of Common Pleas of Union County, Ohio, at the June Term A.D. 1848 by the said Tweedy, Jennings & Co against Wm. E. Lee, William E. Lee, and John McShure, late partners in trade under the name and firm of Lee, McShure & Co. for the sum of four hundred and twenty four dollars and thirty four cents damages, and seven dollars and fifty three cents, which said case had been removed to the Supreme Court on a writ of Error, it was provided in and by the said condition that if the said Wm. E. Lee, William E. Lee, and John McShure should pay the full amount of the condemnation in the Supreme Court if Judgment should be rendered in said Supreme Court against them, then said obligation should be void otherwise in full force and effect in Law; and the plaintiffs aver that they afterwards, to wit at the July Term A.D. 1849 of the said Supreme Court in and for said County of Union, by the consideration and judgment of said Supreme Court in said Cause removed to said Supreme Court on said writ of Error as aforesaid, received against said Defendants, a judgment affirming said judgment of said Court of Common Pleas with costs, by which said judgment of affirmance said Defendants were condemned in the amount of four hundred and fifty dollars and fifteen cents damages and seven dollars and ninety eight cents original costs, and interest thereon, together with \$1.72 increase

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Costs, and said plaintiffs at said July Term A. D. 1849 of said Supreme Court recovered in like manner against said Defendants a judgment condemning said Defendants to pay to said plaintiffs twenty two dollars and fifty cents, being five per cent damages, according to the Statute in such case made and provided together with costs, which original and increased costs amount to \$8.37, as by the record of said Court will more fully appear. — And the plaintiffs further aver that afterwards, to wit, on the 2nd day of July A. D. 1849, at said County, the said Supreme Court in and for said County issued a Special Mandate to the Court of Common Pleas in and for said County ordering said Court of Common Pleas to award execution upon said judgments of said Supreme Court, and which said mandate afterwards, to wit, at the August Term A. D. 1849 of said Court of Common Pleas was duly received by and served upon said Court of Common Pleas who then and there ordered that execution should issue upon said judgments; And the plaintiffs further aver that afterwards, to wit, on the 31st day of August 1850 a writ of Execution commonly called a writ of fieri et levare facias was duly issued by and from said Court upon each of said judgments of said Supreme Court, in pursuance of said mandate, directed to the Sheriff of Delaware County; and afterwards to wit on the 17th day of October 1849 said writs were delivered to the said Sheriff of Delaware County; and afterwards to wit on the 31st day of August 1849 said writs were duly returned by said Sheriff on of said writs endorsed as follows "Rec^d this writ October 17th 1849, and find no property in my bailiwick whereon to levy, Oct. 31st 1849. N Jones Sheriff of Del. Co. O" and the other of said writs endorsed as follows, "Rec^d this writ Oct 17th 1849, no property found whereon to levy this writ Oct 31st 1849. N Jones Sheriff Del. Co. O." and afterwards to wit on the 12th day of April 1850, a similar writ of execution was duly issued from said Court of Common Pleas upon each of said judgments of said Supreme Court in pursuance of said mandate, directed to the Sheriff of Union County; and afterwards, to wit, on the 12th day of April 1850 said last mentioned writs were duly delivered to said Sheriff of Union County; and afterwards to wit on the 21st day of May 1850, said last mentioned writs were duly returned by said Sheriff of Union County endorsed as follows: "Received this writ April 12th 1850. No goods or chattels, lands or tenements found whereon to levy May 21st 1850 Philip Miller Sheriff." And the plaintiffs further aver that said Defendants have nor hath either of them, paid the said condemnation of the Supreme Court, and costs, or any part of either of them; whereby an action hath accrued to the plaintiffs to demand and have of the Defendants the said sum of eight hundred and sixty four dollars above mentioned; yet the Defendants have not, nor hath either of them paid the same or any part thereof. And whereas also the Defendants on the first day of January A. D. 1850 at the County of Union aforesaid, were indebted to the plaintiffs in sum of eight hundred and sixty four dollars for the price and value of goods then and there sold and delivered by the plaintiffs to the Defendants at their request, — And in eight hundred and sixty four dollars for money then and there had and received by the Defendants for the use of the Plaintiffs, which said

Several last mentioned monies were to be respectively paid by the defendants to the plaintiffs on request yet the defendants though often requested to do, have not nor hath either of them paid the said last mentioned moneys, nor either of them nor any part thereof:— And whereas also the said defendants heretofore, to wit, on the 17th day of July 1848. at said County of Union, by his certain other writing obligatory, sealed with his seal and now to the Court here shown acknowledged themselves to be held and firmly bound to the plaintiffs in the sum of eight Hundred and sixty four dollars, to be paid to the plaintiffs, yet the defendants though often requested to do, have not, nor hath either of them paid said last named sum of eight hundred and sixty four dollars or any part thereof to the damage of the Plaintiffs of \$800.00 and thereupon they sue, by Allison & Curry his attorneys:— And afterwards, to wit, on the day and year first hereinabove said, to wit, on 12th day of August A.D. 1850. This day came the said plaintiffs by Messrs Allison and Curry their attorneys and the said William E. Lee, A. Alexander and Aquilla Turner though solemnly called, came not, but made default, whereupon it is considered that the said plaintiffs ought as well to recover ^{against} the said defendants their debt, as also to have execution for so much thereof as may be due according to equity and thereupon neither party demanding a jury, and the Court being fully advised in the premises, do find that the sum of five hundred and thirty two dollars and seventy two cents, is now due from the said defendants, to the said Plaintiffs according to equity. Therefore it is considered that the said Plaintiffs recover of the said Defendants the said sum of eight hundred and sixty four dollars their debt aforesaid and that execution issue thereon against the said defendants for the said sum of five hundred and thirty two dollars and seventy two cents the amount now due as aforesaid according to equity, and also for so much as the costs of the said plaintiffs in this behalf expounded

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Attest, James Rivkady Clerk,

James W. Evans
vs
James G. Sevin &
William Scott

Pleas before his Honor James L. Torbert President and Levi Phelps, James W. Smith and William W. Woods his associates, Judges, At a Court of Common Pleas begun and held at the Court House in the town of Marysville on the twelfth day of August in the year of our Lord one thousand eight hundred and fifty

Be it remembered that heretofore to wit on the 30th day of April A.D. 1850. James W. Evans by Cole & Coats his attorneys sued out of the Clerks office of said Court the following writ of summons, to wit; The State of Ohio, Union County, ss. To the Sheriff of said County Greeting. We command you to summon James G. Sevin and William Scott if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in

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Marysville, on the first day of the next Term thereof, to answer unto James
 M. Evans in a plea of debt, debt two hundred and twenty five dollars
 damages one hundred dollars, and have you then there this writ. Witness, James
 Hinckadee jr clerk of said Court at Marysville the 30th day of April A.D. 1850 James
 Hinckadee jr clerk. — Upon which said writ was the following endorsement
 to wit: Suit brought on a promissory note under seal given by defendants to
 the plaintiff for two hundred and twenty five dollars dated April 1st 1848, and
 payable two years after date in good bankable money with interest, also for
 goods sold and delivered for money lent and on an account stated. Cole &
 Coats Atty for plaintiffs. And afterwards, to wit; on the 14th day of May
 A.D. 1850 said Sheriff returned said writ with his endorsement thereon as
 follows to wit, "Served this writ May 14. 1850 by delivering to the within named
 James G. Severin and William Scott each a certified copy thereof, Philip Sanders
 Sheriff." And afterwards, to wit; on the 28th day of June A.D. 1850. The plaintiff by
 Messrs Cole & Coats filed his declaration herein in the words and figures following,
 to wit; The State of Ohio, Union County, ss. In Union Common Pleas May Term A.D. 1850
 James M. Evans complains of James G. Severin and William Scott in a plea of debt, for that
 whereas the said James G. Severin and William Scott on the 1st day of April A.D. 1848
 at the County of Union and State of Ohio made their certain writing obligatory of that
 date sealed with their seals (and now to the Court here shown) and then and there
 delivered the same to the said James M. Evans, and thereby bound themselves to pay to the
 said James M. Evans, or bearer, Two hundred and twenty five dollars in good bankable
 money with interest in two years from the date thereof; which time is now elapsed,
 and also for that whereas the said James G. Severin and William Scott on the 1st day of April
 A.D. 1848, at the County of Union aforesaid was indebted to the said James M. Evans in two hundred
 and twenty five dollars for the price and value of goods then and there bargained and sold,
 by the plaintiff to the defendants at their request. — And in two hundred and twenty
 five dollars for money then and there lent by the plaintiff to the defendants at their
 request; — And in two hundred and twenty five dollars for money found to be due
 from the defendants to the plaintiff on an account then and there stated between
 them; yet the said James G. Severin and William Scott have not paid the said several
 sums of money, or either of them, nor any part thereof; so the damage of the said James
 M. Evans One hundred dollars and therefore he sues vs by Cole & Coats his Atty. And
 afterwards, to wit; on the 12th day of July, A.D. The defendants by Mr. Slaughter their
 attorney filed their Plea herein in the words and figures following, to wit;
 James G. Severin and William Scott vs James M. Evans. In debt. And the said James G.
 Severin and William Scott, come and defend &c and say that they do not owe the
 said sum of money, above demanded or any part thereof in manner and form as
 the said James M. Evans, hath complained against them and of this they put themselves
 upon the Country &c and the said James M. Evans, doth the like, by J. C. Slaughter att for
 defendants. — The Plaintiff will also take notice, that the defendants on the trial
 of this cause will give in evidence and insist that the plaintiff at the commencement of
 this suit was, and still is indebted to the defendants in the sum of two hundred and fifty
 dollars, for the price and value of goods before that time bargained, and sold by the
 defendants to the Plaintiff at his request. And also in the sum of two hundred and fifty
 dollars, for the price and value of goods before that time sold and delivered, by the defend

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ants to the Plaintiff at his request. And also in two hundred and fifty dollars for the price and value of work, before that time done and materials for the same provided by the Defendants, for the Plaintiff at his request. And also in two hundred and fifty dollars, for money found to be due from the Plaintiff to the Defendants, on an account before that time stated between them, and that the Defendants will set off on said trial so much of the said several sums of money so due and owing from the said Plaintiff, to be proved on the said trial, as will be sufficient, to satisfy and discharge such demand and will also, then and there demand, a judgment against the said Plaintiff for the balance of said several sums of money due to the said Defendants, according to the Statute in such case made and provided." And afterwards, to wit, on the day and year first herein at the August Term of said Court A.D. 1850, to wit, on the 13th day of August A.D. 1850. This day came the parties by their attorneys and submit this cause to the Court upon the issue joined, and the Court being fully advised in the premises, do find that the said James L. Sevin & William Scott, doth owe to the said James H. Evans the sum of two hundred and twenty five dollars, and do assess his damages by reason of the detention thereof to thirty one dollars & ninety cents. Therefore it is considered that the said Plaintiff recover of the said Defendants the sum of two hundred and twenty five dollars his debt aforesaid and the said sum of thirty one dollars and ninety cents his damages aforesaid, and also his costs in this behalf expended taxed to dollars

Attest: James H. Kinross Jr. Clerk,

John Power administrator
of Joseph Spain
vs
The Widows Heirs of
Joseph Spain & others

Shas before his Honor James L. Torbert President and Levi Phelps, James H. Smith and William H. Woods his associates Judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 7th day of August in the year of our Lord one thousand eight hundred and fifty

Be it remembered that herebefore to wit on the 5th day of June A.D. 1850. Came John Power administrator of the estate of Joseph Spain deceased by William Lawrence his Attorney and filed in the Clerks office of said Court his Petition in the words and figures following to wit: "To the Court of Common Pleas of Union County, Ohio. Your Petitioner John Power of Logan County Ohio represents that he is administrator of the estate of Joseph Spain late of Champlin County deceased who died intestate: That on the 1st day of November A.D. 1845 said Spain entered into a written contract by which for the price and consideration of three hundred dollars said Spain agreed to make execute & deliver a deed in fee simple & of general warranty to Frederick West of Union County, for the lands hereafter mentioned: That said West at the date of said contract paid said Spain the sum of one hundred & seventy five dollars & for the residue said West executed to said Spain two several promissory notes one for fifty dollars payable in one year from the date of said contract with interest and seventy five dollars in two years from the date thereof all of which more fully set large appears by reference to the original contract herewith filed marked "A" & made part hereof. Petitioner also represents that afterwards, to wit, on the 15th December A.D. 1847, said West assigned and transferred said contract & all his interest in said land to Joshua C. Sharp and Caleb B. Sharp all of Logan County Ohio for a good & valuable consideration all of which is shown by the assignment in

writing on said contract which is also made part of this petition: That said Spain in his life time was fully paid said two notes so given for the residue of said purchase money on said land by said J. B. & G. B. Sharp & the whole purchase money due on said land to said Sharp was paid all of which is shown by the production of said notes marked "B & G" herewith filed and made part hereof & which said J. B. & G. B. Sharp presented to petitioner to procure said contract to be executed; That said Spain was always ready and willing to make a deed in pursuance of said contract but your petitioner is not informed as to the reasons why a deed was not executed whether because of the assignment of said land because no deed was required or for other cause but petitioner is informed & believes that it was not through any fault of said Spain; That said land is described as follows Part of Military Survey No 12282 in the name of Richard Sorsey on the waters of Warby beginning at 3 beeches the North easterly corner of said survey; thence with the original line of said survey South 36° 25' East 100 poles to a beech hickory & a sugar tree & buckeye corner to John Powers lot in the same survey of 95 acres thence with Powers line South 53° 40' West 150 poles to a beech tree & yew thence North 36° 25' West 100 poles to 2 beeches & a hickory thence North 53° 40' East 150 poles to the beginning containing 95 acres more or less being the same premises sold by said title bond; That said Spain departed this life in the fall season of the year 1849 intestate leaving Walter a Maria Spain, Phoebe Jane Spain, Leahanty Spain and Mary Eliza Spain all of whom are minors & reside in Champaign County Ohio, That Sarah Spain of said Champaign County is the widow of said Joseph Spain & sets up no claim to do so & consents to a decree barring the same, & Your petitioner prays that all of said persons may be made parties, that they may assent to this petition, that a guardian ad litem may be appointed & file an answer for said minors that an order may be made to complete said & for a conveyance of said premises unencumbered by process to said J. B. & G. B. Sharp & for ^{such} other order in the premises as may be authorized by law. John Power, - Said exhibits marked "A" read in the words and figures following, to wit: I now all men by these presents that I Joseph Spain of the County of Champaign and State of Ohio am held and firmly bound unto Frederick West of the County of Union and State aforesaid in the penal sum of Six hundred dollars for the full payment of which I hereby bind myself my heirs Executors Admors and each of them firmly by these presents sealed with my seal and dated this first day of November A. D. 1845. - The condition of the above obligation is such that whereas I have this day sold to said Frederick West Sixty five acres of land more or less being the Northerly half of 190 acres conveyed by title bond to me by Joseph Oles of Dickinson County and State aforesaid on the 28th July A. D. 1836 (said 190 acres being the North easterly quarter part of Survey No 12282, situated in the County of Union and State aforesaid to be surveyed off by lines parallel with the exterior lines of said survey and extending one half the length of the exterior and original lines) at the price of three hundred dollars of which sum one hundred and seventy five dollars has been paid in hand, and for the residue due the said West has executed his two several promissory notes as follows, Fifty Dollars payable in one year from the date hereof with interest, and seventy five Dollars in two years from the date hereof, and is to have immediate possession of said land pay all Taxes as upon thereon after the present year. Now therefore in case I the said Joseph Spain my

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heirs, Executors or Admors shall convey to said Frederick West his heirs or assigns the said tract of land so sold to him as aforesaid by deed of general warranty, so soon as said purchase money shall be fully paid. Then this obligation to be void, otherwise to be and remain in full force and virtue Joseph Spain (Seal)" The assignment endorsed on said title bond reads in the words and figures following, to wit; "Dec 15. 1847. I Give the within bond over to J.B. & G.B. Sharp for the consideration of five hundred dollars. F.W. West May the 14. 1848 this day came F.W. West and acknowledged the signing and sealing of the within. W.L. Norvell (JP) Attest Samuel Warner." said note marked B reads in the words and figures following, to wit: "on or before the first day of November next I promise to pay Joseph Spain or bearer fifty dollars with interest from date for value received \$50. - November 2 A.D. 1845." - "On or before the first day of November eighteen hundred and forty seven I promise to pay to Joseph Spain or bearer seventy five dollars for value received \$75. - November 1st A.D. 1845." The separate answer of Sarah Spain reads in the words and figures following, to wit; John Power adm^r. of Joseph Spain as the widow & heirs of Joseph Spain & others, in the court of Common Pleas of Union County Ohio. Petition to complete real contract. - And now comes Sarah Spain widow of Joseph Spain, and for answer to said petition says her husband sold 95 acres of land in Union County & in his lifetime was paid for the same as set out in the petition. The money received for it was employed in purchasing other lands in consideration of which this respondent this respondent relinquish- es all right to serve in said land in Union County sold as aforesaid & consents to a decree barring her power with a full knowledge that she might claim dowry, as guardian ad litem for her minor children she prays the court to make such order as may be authorized by law - July 1. 1850. Sarah Spain, Witness John A. Cope. - And afterwards, to wit: on the day day and year first herein aforesaid to wit on the 13th day of August A.D. 1850. The court this day appointed G.W. Allison Guardian ad litem for the infant defendants who thereupon appeared in open court accepted said appointment & filed an answer. And thereupon the petitioner proved the publication of a notice of the pendency of this suit for three successive weeks prior to the present term of this court in the Marysville ^{Ohio} a newspaper published and of general circulation in Union County and the same is filed & ordered to be made a part of the record. The answer of the Guardian ad litem reads in the words and figures following - John Power adm^r of Joseph Spain as the widow & heirs of said Joseph Spain, Union Com. Pleas. Petition to complete real contract And now come Fletcher M. Spain, Phoebe J. Spain, Charity Spain and Mary C. Spain minor defendants to the foregoing petition & for answer thereto say that in consequence of their minority they know nothing of the matters stated in the petition & pray the Court to protect their interests, G.W. Allison Guardian ad litem: said notice of the pendency of this suit reads in the words and figures following, to wit; "Union Common Pleas. Petition to complete Real Contract &c. - Fletcher M. Spain, Phoebe Jane Spain Charity Spain, and Mary Eliza Spain of Champaign County Frederick West of Union County, and Galeb B. Sharp and Joshua B. Sharp of Logan County, are notified, that on the 5th day of June A.D. 1850. John Power, as administrator of Joseph Spain, filed a petition against them and others, in the court of Common Pleas of Union County

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Ohio, which sets out, that on the first day of November A.D. 1850 Joseph Spain by contract in writing, agreed to sell and convey by deed of general warranty 95 acres of land in Union County, to said West, part of survey 12282: Beginning at the N.E. corner of the survey; thence S 56 1/2 E 100 poles; thence S 33 3/4 W 150 poles; thence N 36 1/2 W 100 poles; thence N 53 3/4 E 150 to the beginning. That on the 15th December 1847, said Frederick West assigned said contract to Joshua B. and Caleb B. Sharp, together with his interest in said land; that said Joseph Spain in his lifetime was fully paid for said land and that said C.B. & J.B. Sharp are entitled to a deed. The petition prays for an order to execute said real contract, to make a deed to said C.B. & J.B. Sharp, and for general relief. At the term of said Court the petition will ask for an order accordingly "pro Lawrence Atty for Pet's." Said proof of the publication of said notice reads in the words and figures following, to wit; John Power admr of Joseph Spain vs The widow & Heirs of said Spain. - In Chancery, J. S. Hamilton do solemnly swear that Sam Editor & proprietor of the "Marysville Tribune" a newspaper published & in general circulation in Union County, Ohio, and the annexed notice was published in said paper for three consecutive weeks prior to the 12th day of August A.D. 1850. J. S. Hamilton. - Sworn to and subscribed this 12th day of August 1850 before me James Williamson J.P. - And afterwards to wit on the day and year first herein aforesaid, to wit; on the 13th day of August A.D. 1850. This cause came on to be heard upon the petition, answer of Sarah Spain, answer of Guardian ad litem, Exhibits and proofs, and the Court being fully advised in the premises, do find and find that Joseph Spain in his life time, entered into a written contract as stated in the petition to sell and convey by deed of general warranty, the premises described in the bill to Frederick West for the price of three hundred dollars, and that said price and consideration was fully paid to said Joseph Spain in his life time by said West, the Court also find that said West sold assigned & conveyed all his interest in said contract & in the premises described in the bill to Joshua B. Sharp and Caleb B. Sharp as set out in the petition and that they are entitled to a deed of conveyance in fee simple with covenant of general warranty, for the premises described in the bill & contract made and exhibit, thereto, and that the contract described in the petition should be executed according to the terms thereof. It is therefore ordered, adjudged & decreed by the Court that the petitioner as administrator of said Joseph Spain complete said real contract and for and on behalf of the defendants Heirs of said Spain make execute & deliver to said Joshua B. Sharp & Caleb B. Sharp a deed in fee simple with covenant of general warranty for the premises described in the petition and that said deed operate to invest said Joshua B. Sharp & Caleb B. Sharp with the full and perfect title to said premises in fee simple and in default of such conveyance in 10 days this decree shall operate as such conveyance. It is also ordered and decreed by consent, that Sarah Spain widow of said Joseph, be forever barred and enjoined from setting up or asserting any right or claim to sever in said premises. It is also ordered, adjudged and decreed that said petitioner out of the assets of Joseph Spain's estate, pay the costs of this proceeding in 10 days or in default that execution issue upon this decree as upon judgments at law.

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James E. Harriott
vs
William M. Robinson

Pleas before his Honor James S. Torbert President and Levi Phelps, James K. Smith and William W. Woods his associates, Judges. A Court of Common Pleas began and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the twelfth day of August in the year of our Lord one thousand eight hundred and fifty,

Be it remembered that heretofore, to wit, on the 18th day of May A.D. 1850 James E. Harriott by J. B. Slaughter, his attorney, sued out of the Clerk's office of said Court his writ of summons in the words and figures following, to wit: The State of Ohio Union County, ss. to the Sheriff of said County, Greeting: The command you to summon William M. Robinson if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer unto James E. Harriott in a plea of Assumpsit damages one hundred and fifty dollars and have you then shew this writ. Witness James

S.S.

Windle, jr., Clerk of said Court at Marysville, the 18th day of May A.D. 1850 James Windle, jr. Clerk. Upon which said writ was the following endorsement, to wit: Suit brought on note of hand given by defendant to plaintiff for one hundred and twenty two dollars, forty cents, dated Dec 16, 1848 & also for goods sold and delivered money had and received. J. B. Slaughter atty for Plaintiff. And afterwards to wit on the 25th day of May A.D. 1850 said Sheriff returned said writ with his endorsement thereon as follows, to wit, served this writ May 24th 1850 by leaving a certified copy thereof at the residence of the within named William M. Robinson, Philip Snider Sheriff, And afterwards, to wit, on the 29th day of June A.D. 1850. The Plaintiff by J. B. Slaughter his Attorney filed herein his Declaration in the words and figures following to wit: State of Ohio Union County ss. In Union Common Pleas May Term Eighteen hundred and fifty. James E. Harriott complains of Wm. M. Robinson in a plea of Assumpsit, for that whereas the said Wm. M. Robinson on the sixteenth day of December eighteen hundred and forty eight, at the County of Union, made his promissory note in writing and delivered the same to the said James E. Harriott or bearer for one hundred and twenty two dollars and forty cents with interest from date due on or before the twenty third third day of March, A.D. (1850) after the date thereof, which period has now elapsed, and the said Wm. M. Robinson then and there in consideration of the premises promised to pay the amount of the said note, to the said James E. Harriott, according to the tenor and effect thereof - And also for that the said Wm. M. Robinson, on the twenty fifth day of March, A.D. 1850, at the County of Union was indebted to the said James E. Harriott in one hundred and twenty two dollars and forty cents for the price and value of goods then and there bargained, and sold, by the Plaintiff to the Defendant at his request, And in one hundred and twenty two dollars and forty cents, for the price and value of goods then and there sold, and delivered by Plaintiff to the Defendant at his request. And in one hundred and twenty two dollars and forty cents, for the price and value of work then and there done, and materials for the same provided by the plaintiff for the Defendant at his request. - And in one hundred and twenty two dollars and forty cents for money then and there lent by the Plaintiff to the Defendant at his request. - And in one hundred and twenty two dollars, and forty cents, for money then and there paid by the Plaintiff to the Defendant at his request. And in one hundred and twenty two dollars and forty cents for money then and there received, by the Defendant for the use of the Plaintiff. - And in one hundred and twenty two dollars and forty cents, for money found to be due, from the

James E. Harriott
vs
Thomas Turner &
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S.S.

Defendant to the Plaintiffs on an account then and there stated between them. And whereas the Defendant afterwards on the twenty sixth day of March, eighteen hundred and fifty, in consideration of the premises, promised, to pay the said last mentioned several sums of money, nor either of them nor any part thereof to the damages of the plaintiff one hundred and fifty dollars and thereupon he brings suit by J. B. Doughty, attorney for Plaintiff. And afterwards, to wit: on the day and year first herein aforesaid, to wit: on the 13th day of August A.D. 1850. This day came the said James E. Harriott by J. B. Doughty his attorney and the said William M. Robinson though solemnly called came not but made default. Whereupon it is considered that the said James E. Harriott ought to recover his damages by reason of the premises on neither of the parties requiring a jury, and the Court being fully advised in the premises do assess the damages of the said James E. Harriott to one hundred thirty four dollars and sixty cents. Therefore it is considered, that the said James E. Harriott recover of the said William M. Robinson the said sum of one hundred and thirty four dollars and sixty cents his damages aforesaid in form aforesaid apayed and also his costs in this behalf expended taxed to

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Attest: James Kirkbride Clerk

James E. Harriott
vs
Thomas Turner &
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Pleas before his Honor James L. Robert President and Vice-Presidents, James R. Smith and William W. Wood his associates, Judges. At a Court of Common Pleas begun and held at the Court House in the Town of Marysville, within and for the County of Union and State of Ohio on the twenty fifth day of August in the year of our Lord one thousand eight hundred and fifty. Be it remembered that heretofore, to wit: on the 18th day of May A.D. 1850 James E. Harriott by J. B. Doughty his attorney, served out of the Clerk's office of the Court aforesaid, the following writ of summons, to wit: The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting: We command you to summon Thomas Turner and Or Sec. if they may be found in your jurisdiction, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next term thereof to answer unto James E. Harriott in a plea of debt, debt one hundred dollars, damages thirty dollars, and have you shew there this writ. Witness James Kirkbride Jr. Clerk of said Court at Marysville, the 18th day of May A.D. 1850 James Kirkbride Jr. Clerk Upon which said writ was the following endorsement, to wit: Suit brought on promissory note of hand given by defendant to Plaintiff under seal for \$100.00 dollars dated 17th day of August A.D. 1847. also for goods sold and delivered; money had and received J. B. Doughty, Atty for Plaintiff. And afterwards, to wit: on the 18th day of May A.D. 1850 said Sheriff returned said writ with his endorsement thereon as follows, to wit: Served this writ May 18th 1850 by delivering to Thomas Turner & Rowland each a certified copy thereof. Philip Snider Sheriff. And afterwards, to wit: on the 25th day of June A.D. 1850 the plaintiff by J. B. Doughty his attorney filed his declaration herein in the words and figures following, to wit: State of Ohio, Union County, ss. In Union Common Pleas May Term A.D. 1850 James E. Harriott Complainant of Thomas Turner and Or Sec in a plea of Debt for that whereas

the said Thomas Turner and Rice, on the 17th day of August Eighteen hundred and forty seven at the County of Union, 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 James E. Harriott and thereby bound themselves jointly and severally to pay to the said James E. Harriott or bearer, one hundred dollars on or against the first day of April A.D. 1850 after the date thereof with interest which period has now elapsed. And also for that whereas the said Thomas Turner, and Rice on the 3rd day of April A.D. 1850 at the County of Union was indebted to the said James E. Harriott, in one hundred dollars, for the price and value of goods, then and there bargained and sold, by the Plaintiff to the Defendants at their request. And in 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, then and there done and materials for the same provided by the plaintiff for the Defendants at their request. And in one hundred dollars for money then and there lent 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. And in one hundred dollars for money then and there received, by the Defendants, for the use of the plaintiff ~~at xxix xxx~~ And in one hundred dollars for money found due from the Defendants to the plaintiff on an account, then and there stated between them, And whereas, the Defendants afterwards on the first day of May A.D. 1850, 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 they have disregarded their promise and have not paid the said several sums of money, nor either of them nor any part thereof to the damages of the Plaintiff thirty dollars and thereupon he brings suit: J. C. Dougherty Atty for Plaintiff. And afterwards, to wit, on the day and year first herein aforesaid to wit, on the 13th day of August A.D. 1850. This day came the said Plaintiff by Mr Dougherty his attorney, and the said Thomas Turner & Rice, though solemnly called came not but made default whereupon it is considered that the said Plaintiff ought to recover his debt against the said Defendants and his damages by reason of the detention thereof and neither of the parties requiring a jury and the Court being fully advised in the premises do find that the said Defendants do owe to the said plaintiff the sum of one hundred dollars and do pay his damages by reason of the detention thereof to seven dollars and twenty cents. Therefore it is considered that the said plaintiff recover of the said Defendants the said sum of one hundred dollars his debt aforesaid and the said sum of seven dollars and twenty cents his damages aforesaid, and also his costs in this behalf expended taxed to

dollars

Attest, James Rinkade Jr Clerk,

Jefferson Kempsey Administrator of
 William P. Pyle, dec'd
 Elizabeth Cox, et al.

Plas before his Honor James V. Norbert President and Ven. Phelps, James S. Smith and William M. Woods his Associates Judges at a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the 17th day of August in the year of our Lord one thousand eight hundred and fifty.
 Be it remembered that heretofore, to wit, on the 23rd day of September A.D. 1850 came Jefferson Kempsey, administrator of the estate of William P. Pyle deceased by John H

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Young his Attorney, and filed in the Clerk's office of the Court aforesaid his Petition in the words and figures following, to wit: "To the Court of Common Pleas County Ohio. Your petitioner Jefferson Sempsey, Administrator of the estate of William Pyle dec'd respectfully represents that there are no personal assets belonging to decedent in Ohio, that the debts owing by said estate amount to about three thousand dollars and there is no personal estate or effects to pay said debts. The said decedent died seized in fee simple of the following described real estate in Union County, Ohio, to wit: that certain tract of six hundred and four acres, being of Survey No 158, beginning at S line the North east of said survey, thence South 37° East 400 poles to an ash elm & hickory, thence South 53° West 234 poles to 2 beeches and dogwood, thence North 37° West 400 poles to a stake; thence North 53° East 249 poles 10 links to the beginning." The said decedent died leaving a widow named Elizabeth, who has since intermarried with James Cox: the decedent also left the following children his heirs, to wit: Mary Jane Pyle and Ezekiel B. Pyle, who are minors and whose guardian is John Entrikou. All said persons reside in the State of Pennsylvania. Your petitioner therefore prays that the said James Cox and Elizabeth Cox his wife (widow as aforesaid) and the said Mary Jane Pyle and Ezekiel B. Pyle and John Entrikou may be made defendants to the petition and that your petitioner may be ordered to sell said real estate to pay said debts and for such other relief as may be proper &c. John H Young Atty for Petitioner. - And afterwards, to wit: on the 29th day of May A.D. 1849 the Petitioner filed herein the following notice and proof of the publication thereof to wit: Union Common Pleas. Jefferson Sempsey, Administrator of William Pyle deceased vs. Elizabeth Cox and others. - Petition to sell land. James Cox, and Elizabeth Cox his wife (late widow of William Pyle, deceased), Mary Jane Pyle and Elizabeth B. Pyle heirs of said decedent and John Entrikou, their guardian, are notified that on the 21st day of September, A.D. 1848 the said administrator filed his petition in the Court of Common Pleas of Union County, Ohio, against them, the object and prayer of which is to obtain an order, &c., at the next term of said Court for the sale of the following real estate of which the said William Pyle, died seized, to pay the debts of said decedent, to wit: 604 acres of land being of Survey No 158, beginning at S line the N.E. corner of said survey 372.400 poles to an ash elm and hickory; thence S 53° W 234 poles to 100 beeches and dogwood; thence N 37° W 400 poles to a stake thence N 53° E 249 poles 10 links to the beginning lying and being in Union Co. Ohio. Jefferson Sempsey, Adminr of Wm Pyle dec'd. John H Young Atty State of Ohio Union County, W. P. B. Cole publisher of the Argus a newspaper printed in circulation in said County makes solemn oath that the notice hereto attached was published for four consecutive weeks in said paper commencing Sept 27, 1848 P. B. Cole sworn to & subscribed May 29, 1849 J. H. Hindrance Jr Clerk. And afterwards, to wit: on the 29th day of May A.D. 1849. At the May term of said Court A.D. 1849, it appearing to the Court that the said Mary J. Pyle and Ezekiel B. Pyle are minors, It is ordered that G. W. B. Allison be appointed Guardian ad litem for said minors, who appeared in open Court, accepted said appointment and enters his and the said minors' appearance. And afterwards to wit on the 29th day of May A.D. 1849 said Guardian ad litem filed his answer herein for the infant defendants in the words and figures following to wit: The joint answer of Mary J. Pyle and Ezekiel B. Pyle infant defendants to the petition for the sale of real estate exhibited against them and others by Jefferson Sempsey, Administrator of William Pyle dec'd in the Court of Common Pleas of Union

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County, Ohio, by G. W. B. Allison their guardian ad litem. And the said Mary Pyle and Ezeckiel P. Pyle, infant defendants as aforesaid by G. W. B. Allison their guardian ad litem, for answer to said petition, say, that by reason of their tender years they are not able to comprehend the matters stated in the petition and therefore ask that petitioners be put to the strict and full proof thereof, and that they may be dismissed with their costs, &c. Mary Jane Pyle, Ezeckiel P. Pyle by G. W. B. Allison their Guardian ad litem. And afterwards, to wit, on 29th day of May A.D. 1849 the said Petitioner filed his affidavit herein in the words and figures following, to wit: The State of Ohio Union County, ss. Personally came into open Court Jefferson Sampsey (who is administrator of the estate of William J. Pile, dec'd) and under oath in due form of law, that as such administrator he has been informed of debts against the estate of the said Mrs. White, to the amount of three thousand dollars and that there are no personal assets or effects belonging to said estate in Ohio as he verily believes, Jefferson Sampsey. Affirmed to & subscribed in open Court May 29, 1849. James H. Ingham Jr. Clerk. And afterwards, to wit, at the May term of said Court A.D. 1849. On motion to the Court by Arden H. Young counsel for the petitioner it is ordered that the said Elizabeth Cox be endowed of one full equal third part of the real estate in the petition mentioned and described, and it is further ordered that David Stanforth, Moses Severe, and Nathaniel Raymond being first duly sworn do upon actual view of the premises set off and assign the said down to the said Elizabeth Cox and make return of such assignment together with a just valuation of said real estate subject to said down to the next term of this Court, and Continued. And afterwards, to wit, on the 30th day of May A.D. 1849 an order was issued for the assignment of down and appraisement of said real estate in the petition described to said appraisers, and afterwards to wit on the 14th day of August A.D. 1849. Said appraisers returned said order with their endorsement thereon as follows, to wit: David Stanforth being sick and unable to attend I have appointed M. H. Wadhams to serve in his place, M. S. Merrill J.P. We the undersigned have viewed and appraised the land as described in the order hereunto attached & find it worth two dollars and seventy five cents per acre and have set off for the widows down one third of the whole survey commencing at the five legs North East corner of the tract thence South with the land line 100 poles to an ash or elm thence S. on the land line far enough to cut a parallel through to make two hundred one acre & one third of an acre. Nathaniel Raymond Moses Severe. M. H. Wadhams. And afterwards, to wit: at the August term of said Court 1849, to wit, on the 15th day of August A.D. 1849. It appearing that in consequence of the sickness of David Stanforth one of the appraisers heretofore appointed was unable to perform the duty assigned him; and that an informal assignment and appraisement has been made which is set aside. The Court now substitute M. H. Wadhams in the place of said Stanforth as an appraiser and direct a new assignment and appraisement in pursuance of the former order of this Court and cause continued for that purpose, said order was certified to the appraisers under the seal of said Court on the 26th day of October A.D. 1849. And afterwards, to wit, on the 16th day of November A.D. 1849 said appraisers made their return thereof as follows, to wit: We the undersigned agreeable to the regulations of this order have viewed the premises described in the petition and find the same to be worth two dollars & seventy five cents per acre. And have set off as the widows two hundred one acre & one third of an acre beginning

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* Noses swore. - "The State of Ohio Union County, W. Personally, appeared the within named Nathaniel Raymond, Moses Swore and M. H. Hadham who were by me duly sworn according to law to perform the duties required of them by the within order Given under my hand this 2nd day of Nov. 1849. Joshua Judy J.P. And afterwards, to wit; at the November Term of said Court, to wit: on the 20th day of November A.D. 1849 on motion to the Court by counsel for the Petitioner and it appearing to the Court that it is necessary to sell the real estate in the petition mentioned to pay the debts owing by decedent and dower having been assigned and an appraisement made of said estate under a former order of this Court. Said assignment of dower and appraisement are hereby confirmed.

* It is therefore ordered by the Court that the said administrator do proceed to sell the real estate in the petition mentioned subject to said dower upon the terms of one third of the purchase money in hand, one third in nine months and one third in eighteen months the deferred payments bearing interest from date, and to be secured by mortgage on the premises, and it is further ordered that said administrators make report of his doings here in at the next term of this Court. And Continued. And afterwards to wit on the 5th day of January A.D. 1850 the said Administrator made return of his proceedings here in as follows. Jefferson Dempsey, admr of William P. Pyle, dec'd vs Elizabeth Coy & others Union Common Pleas. Petition to sell land. In pursuance of an order of sale made at the November Term 1849 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notices for said sale, to wit; at the door of the Court House in Marysville, on the 5th day of January 1850. I offered said property at Public Vendue and Ezra L. Bailey having bid therefor twelve hundred dollars, and he being the highest and best bidder, and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him, for that sum. Jefferson Dempsey, Administrator of Wm P. Pyle, dec'd. And afterwards, to wit; at the May Term of said Court, this cause was continued under former of sale; and afterwards, to wit: on the 29th day of June A.D. 1850. The said Administrator made report of his proceedings and the sale made by him herein, as follows, to wit; Jefferson Dempsey, Admr of William P. Pyle, dec'd vs Elizabeth Coy & others. Union Common Pleas. Petition to sell land. In pursuance of an order of sale, made at the November Term 1849 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale, to wit: at the door of the Court House in the town of Marysville, in Union County, on the 29th day of June 1850. between the hours of 10 o'clock A.M. and 4 o'clock P.M. of that day. I offered said property at Public Vendue, and I Haines Simille having bid therefor Twelve hundred dollars and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him for that sum. Jefferson Dempsey administrator. And afterwards to wit: at the August Term of said Court A.D. 1850: to wit; on the 13th day of August A.D. 1850. On motion to the Court by John H. Young counsel for the Petitioner, and it appearing to the Court that the said administrator has sold the real estate in the petition mentioned agreeably to and in pursuance of the former order of this Court, and the Court having carefully examined the proceedings, and sale of said Administrator do find the same in all respects correct and legal, and do approve and confirm the same, and do order that said administrator execute to the purchaser, I Haines

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Linville a deed in fee simple for said land subject to the dower estate of the widow of William Pyle deceased, and it is further ordered that said administrator do out of the moneys arising from said sale pay the costs of this proceeding taxed at dollars

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Attest James Kinkade jr clerk,

G. Tate vs Thomas Duwall

Summons

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Endorsement

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Pleas before his Honor James Herbert President and Srs. Phelps, James P. Smith and William W. Woods his associates, Judges. At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union, and State of Ohio, on the twelfth day of August in the year of our Lord one thousand eight hundred and fifty.

Be it remembered that heretofore, to wit; on the 29th day of May A.D. 1850 G. Tate by J. S. Fisher his attorney sued out of the Clerks Office of the Court aforesaid the following writ of summons, to wit; The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting, We command you to summon Thomas Duwall if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, forthwith, to answer unto G. Tate in plea of Assumpsit, Damages Three Hundred dollars, and have you then shew this writ, Witness James Kinkade jr Clerk of said Court at Marysville, the 29th day of May A.D. 1850 James Kinkade jr Clerk upon which said writ was the following endorsement, to wit; Suit brought on a note of hand for one hundred dollars given by the defendant to plaintiff and dated May 26, 1849, also for goods bargained and sold, goods sold and delivered, money had and received, money paid, and money found due on an account stated J. S. Fisher Atty for Plff. And afterwards, to wit, on the 29th day of May said Sheriff returned said writ with his endorsement thereon as follows, to wit; Served this writ May 29th 1850 by delivering to the within named Thomas Duwall a certified copy thereof, Philip Snider Sheriff; And afterwards, to wit, on the 3rd day of June A.D. 1850, the Plaintiff by J. S. Fisher his attorney filed his declaration herein in the words and figures following to wit; Court of Common Pleas of Union County of the term of May in the year A.D. 1850, the State of Ohio, Union County, ss. G. Tate by J. S. Fisher his attorney complains of Thomas Duwall, in a plea of assumpsit for that whereas the defendant on the twenty sixth day of May in the year of our Lord one thousand eight hundred and forty nine, at Cincinnati, to wit at the County of Union aforesaid made his promisory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff or order one hundred dollars thirty days after the date thereof, which period hath now elapsed, yet the defendant hath disregarded his promise and hath not paid any of the said moneys or any part thereof to the damage of the plaintiff three hundred dollars, and therefore he sues &c. And whereas also the defendant on the first day of April in the year A.D. 1850 at the County of Union aforesaid was indebted to the plaintiff in the sum of three hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request, and in three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request, - And in three hundred dollars for work then and there done and materials for the same provided by the plaintiff for the defendant at his request.

Judgment,

G. Tate vs Thomas Duwall

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And in three hundred dollars for money then and there lent by the plaintiff to the defendant at his request. And in three hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request. And in three hundred dollars for money then and there received by the defendant for the use of the plaintiff. And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them. And the defendant, afterwards, on the day and year last aforesaid, in consideration of the premises promised the plaintiff to pay him the several sums of moneys herein above mentioned, on request: yet he hath disregarded his last mentioned promises, and hath not paid any of the said last mentioned moneys or any part thereof, to the damage of the plaintiff three hundred dollars, and therefore he brings suit, by J. Fisher his atty. And afterwards, to wit, at the August Term of said Court A.D. 1850, to wit, on the 19th day of August A.D. 1850. This day came the said G. Tate by J. J. Fisher his attorney and the said Thomas Sewall through solemnly called came not but made default, where upon it is considered that the said Plaintiff ought to recover his damages by reason of the premises, and neither of the parties requiring a jury and the court being fully advised in the premises, do assess the damages of the said plaintiff to one hundred and thirty five dollars and seventy three cents. Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and thirty five dollars and seventy three cents, his damages aforesaid in form aforesaid assessed, and also his costs in this behalf expended taxed to

Attest. James Kinrade Jr clerk,

G. Tate

vs
S. Sewall

Pleas before his Honor James C. Robertson President and Vice Chaps, Samuel Smith and William W. Woods his associates, Judges. At a court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio, on the Twelfth day of August in the year of our Lord one thousand eight hundred and fifty
Be it remembered that heretofore, to wit, on the 29th day of May A.D. 1850. G. Tate by J. J. Fisher his attorney sued out of the Clerk's Office of said Court the following writ of summons to wit; "The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting We command you to summon S. Sewall if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union at the Court House in Marysville forthwith to answer unto G. Tate in a plea of Assumpsit damage three hundred dollars and have you then there this writ Witness James Kinrade Jr Clerk of said Court at Marysville the 29th day of May A.D. 1850 James Kinrade Jr Clerk." upon which said writ was the following endorsement to wit: Suit brought on a promissory note given by defendant to plaintiff for one hundred and twenty eight dollars and five cents dated September 14th 1849, also for goods bargained and sold, money lent money had and received and money found due on an account stated. J. J. Fisher atty for Plff; and afterwards to wit on the 29th day of May A.D. 1850. said Sheriff returned said writ with his endorsement thereon as follows, to wit; Served this writ May 29th 1850 by delivering to the within named S. Sewall a certified copy thereof Philip

Snider Sheriff. And afterwards, to wit; on the 3rd day of June A.D. 1850. The plaintiff by J. S. Fisher his Attorney filed here his declaration in the words and figures following, to wit; Court of Common Pleas of Union County of the term of May in the year of our Lord one thousand eight hundred and fifty. The State of Ohio, Union County, U. S. State by J. S. Fisher his attorney complains of W. Duwall in a plea of Assumpsit, for that whereas the defendant on the fourteenth day of September in the year of our Lord one thousand eight hundred and forty nine, at the County of Union aforesaid, made his promisory note in writing and delivered the same to the plaintiff and thereby then and there promised to pay to the plaintiff or order one hundred and twenty eight dollars and five cents three months after the date thereof which period hath now elapsed, yet the defendant hath disregarded his promise and hath not paid any of the said money or any part thereof to the damage of the plaintiff of three hundred dollars and therefore he sues, And whereas also the defendant on the first day of April in the year A.D. 1850 at the County of Union aforesaid, was indebted to the plaintiff in three hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request, And in three hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant, at his request, And in three hundred dollars for work then and there done and materials for the same provided by the plaintiff for the defendant at his request, And in three hundred dollars for money then and there lent by the plaintiff to the defendant at his request, And in three hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request, And in three hundred dollars for money then and there received by the defendant for the use of the plaintiff, And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them, And the defendant afterwards on the day and year last aforesaid, at the County aforesaid in consideration of the premises respectively promised the plaintiff to pay him the several moneys herein above mentioned on request, yet the defendant hath disregarded his last mentioned promises and hath not paid any of the said last mentioned moneys or any part thereof to the damage of the plaintiff of three hundred dollars, and therefore he brings his suit by J. S. Fisher his atty, And afterwards, to wit; at the August term of said Court A.D. 1850, to wit; on the 19th day of August, A.D. 1850. This day came the said State by J. S. Fisher his Attorney, and the said W. Duwall though solemnly called came not but made default, whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said plaintiff to one hundred and thirty five dollars and nine cents, Therefore it is considered that the said plaintiff recover of the said defendant the said sum of one hundred and thirty five dollars and nine cents his damages aforesaid in form aforesaid assessed and also his costs in this behalf his costs in this behalf expended taxed to

Attest James Kinrade Jr Clerk,

J. M. King & Co
vs
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J. W. King & Co
vs
James S. Alexander

R.S.

Pleas before his Honor James Robert President and Justices James P. Smith and William H. Woods his associates Judges. At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on twelfth day of August in the year of our Lord one thousand eight hundred and fifty.

Be it remembered that heretofore, to wit; on the 30th day of May A.D. 1850. J. W. King & Co by Messrs. Allison and Curry their attorneys sued out of the Clerk's office of said Court the following writ of Summons, to wit; The State of Ohio Union County, ss. To the Sheriff of said County, Greeting, We command you to summon J. S. Alexander if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville for the writ to answer unto J. W. King & Co partners under the name and firm of J. W. King & Co in a plea of Assumpsit damages two thousand dollars and here you then there this writ. Witness James Whitacre Jr. Clerk of said Court at Marysville the 30th day of May A.D. 1850. James Whitacre Jr. Clerk. Upon which said writ was the following endorsement, to wit; Suit brought on a note of hand made by defendant to plaintiff for fourteen hundred dollars payable three months after the date thereof, and dated January 31. 1848 &c. also for goods sold and delivered money had and received &c damages claimed as due \$2,000.00. Allison & Curry attys for Plff; And afterwards, to wit; on the 31st day of May A.D. 1850 said Sheriff returned said writ with his endorsement thereon as follows to wit; Served this writ May 31st 1850. by delivering to the within named James S. Alexander a certified copy thereof Philip Snider Sheriff. And afterwards to wit; on the 19th day of June A.D. 1850. The plaintiffs by Messrs. Allison & Curry filed their declaration herein in the words and figures following, to wit; The State of Ohio, Union County, ss. Court of Common Pleas May Term A.D. 1850 J. W. King & Co partners under the name and firm of J. W. King & Co complain of J. S. Alexander in a plea of Assumpsit, for that, whereas the said defendant on the 31st day of January A.D. 1848, a Cincinnati, to wit; at the County of Union aforesaid made his promissory note in writing, and delivered the same to the said J. W. King & Co and thereby promised to pay to the order of the said J. W. King & Co, at their counting room, to wit; in the City of Cincinnati, to wit; at the County of Union aforesaid, the sum of fourteen hundred dollars, in three 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 also for that, whereas the said J. S. Alexander, on the first day of May A.D. 1850, at Cincinnati to wit; at the County of Union aforesaid was indebted to the said J. W. King & Co in two thousand dollars for the price and value of goods, then and there bargained and sold by the plaintiffs to the defendant at his request. And in two thousand dollars for money paid then and there by the plaintiffs for the use of the defendant at his request; And in two thousand dollars for money then and there received by the defendant for the use of the plaintiffs. And in two thousand dollars for money found to be due from the defendant to the plaintiffs on an account then and there stated between them; And whereas the defendant afterwards, &c on the day and year last aforesaid, a Cincinnati to wit at the County of Union aforesaid, 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 two thousand dollars, and thereupon they bring suit &c by Allison & Curry his Atty, and afterwards, to wit; at the August Term A.D. 1850 of said Court to wit; on the 13th day of August A.D. 1850. This day came the said J.M. King &c by Messrs Allison & Curry, their attys, and the said James S. Alexander though solemnly called came not but made default; whereupon it is considered that the said Plaintiffs ought to recover their damages by reason of the premises and neither of the parties requiring a jury and the Court being fully advised in the premises do assess the damages of the said ^{Plaintiffs} to fifteen hundred and ninety one dollars and eighty cents. Therefore it is considered that the said Plaintiffs recover of the said Defendant the said sum of fifteen hundred and ninety one dollars and eighty cents their damages aforesaid, in form aforesaid assessed and also their costs in this behalf expended taxed to

Dollars

96

Attest James Kinkadee clerk,

William Summers
vs
James R. Smith

Plea before his Honor James S. Robert President and Vice Chaps. James R. Smith and William W. Woods, his associated judges, at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the Twelfth day of August in the year of our Lord one thousand eight hundred and fifty. Be it remembered that heretofore to wit on the 31st day of May A.D. 1850 William Summers by Messrs Allison & Curry his attorneys sued out of the Clerks Office of said Court the following writ of summons, to wit: "The State of Ohio, Union County, ss. To the Sheriff of said County, Greeting; We command you to sum now James R. Smith if he may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union at the Court House in Marysville, forthwith to answer unto William Summers in a plea of Assumpsit damages three thousand dollars, and have you then there this writ. Witness James Kinkadee jr., Clerk of said Court at Marysville, the 31st day of May A.D. 1850 James Kinkadee jr., Clerk." Upon which said writ was the following endorsement to wit; "Suit brought on a note of hand, made by defendant to plaintiff or order for one hundred and sixty seven dollars and forty two cents dated Sept 28th 1843. due at date &c. also for goods sold and delivered, money had and received &c damages claimed as due \$300.00. Allison & Curry attys for Pts." and afterwards, to wit; on the 31st day of May A.D. 1850 said writ was returned endorsed as follows to wit: "I acknowledge service on the within writ May 31 1850. James R. Smith," and afterwards to wit on the 19th day of June A.D. 1850 the Plaintiff by Messrs Allison & Curry his attorney filed herein his declaration in the words and figures following, to wit: "The State of Ohio Union County ss. Court of Common Pleas May Term A.D. 1850 William Summers complains of James R. Smith in a plea of Assumpsit, for that whereas the said James R. Smith on the 28th day

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A.P. Stone & Co
vs
William Field &
John Fletcher

of September A.D. 1843 at the County of Union aforesaid, made his promissory note in writing and delivered the same to the said William Summers and thereby promised to pay to the said William Summers, or order One hundred and sixty seven dollars and forty two cents, at the date thereof, which period has now elapsed, and the said James R. Smith then and there, in consideration of the promises, promised to pay the amount of the said note to the said William Summers according to the tenor and effect thereof. And also for that whereas the said James R. Smith on the 1st day of May A.D. 1850, at the County of Union aforesaid, was indebted to the said William Summers in the sum of three hundred dollars, for the price and value of goods, then and there bargained and sold by the plaintiff to the defendant at his request: And in three hundred dollars for money then and there received by the defendant for the use of the plaintiff. - And in three hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them. - And whereas the defendant afterwards, on the day and year last aforesaid, at the County aforesaid, in consideration of the promises 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 three hundred dollars, and thereupon he brings suit &c by Allison & Curry his Atty. And afterwards, to wit: at the August Term of said Court A.D. 1849 to wit: on the 13th day of August A.D. 1849, this day, came the said plaintiff by Messrs Allison & Curry his Atty. and the said James R. Smith though solemnly called came not but made default. Whereupon it is considered that the said plaintiff ought to recover his damages by reason of the premises and neither of the parties requiring a jury, and the Court being fully advised in the premises doth give the damages of the said plaintiff to Two hundred and thirty six dollars and forty four cents. Therefore it is considered that the said plaintiff recover of the defendant the said sum of Two hundred and thirty six dollars and forty four cents his damages aforesaid, in form aforesaid assessed and also his costs in this behalf expended taxed to

Attest, James R. Kirkaday clerk,

A.P. Stone & Co
vs
William Field &
John Fletcher

Pleas before his Honor James S. Torbert, President and Levi Phelps, James R. Smith and William M. Woods his associates, Judges. At a Court of Common Pleas begun and held at the Court House in the town of Marysville within and for the County of Union and State of Ohio on the twelfth day of August in the year of our Lord one thousand eight hundred and fifty. Do it remembered that herebefore to wit: on the 30th day of May A.D. 1850 came the said A.P. Stone & Co by Calloway & Sage their solicitors and filed in the clerks office of said Court their Bill in Chancery in the words and figures following, to wit: To the Honorable the Judges of the Court of Common Pleas of Union County, and State of Ohio, in Chancery sitting: Respectfully represents unto your Honors your Orators A.P. Stone & Co of the County of Franklin and State of Ohio an incorporated Association engaged in the business of merchants and usually known by that name, that on the 7th day of May A.D. 1849 William Field and John Fletcher

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of the County of Union aforesaid, (and whom your Orator prays may be made dependants to this bill) executed a mortgage to Mr. Rosette in fee simple upon the following real estate lying & being in the County of Union aforesaid in the town of Fishwood in said County and described as follows, to wit: being in lots no one hundred and twenty four, and one hundred twenty six & one hundred & twenty five, & one hundred & twenty nine & one hundred & thirty and one hundred & thirty one & one hundred & thirty two; & also out lots no nine, ten, eleven & twelve, And which mortgage bearing date the day and year aforesaid was executed as aforesaid in order to secure the payment of a promissory note of the said date for the sum of three hundred dollars payable by the said Field and Fletcher to said Rosette twelve months after with interest or to his assigns your Orator further represents that the said mortgage was filed for record May 19, 1849, at 10 o'clock P.M. with the recorder of Union County & recorded May 31, 1849 by said recorder according to law. - And your Orator further represents that on the 9th day of February A.D. 1850 the said Rosette assigned the said note to your Orator, and at the same time and place delivered to your Orator deed for the said mortgaged premises in fee simple and thereby transferred to him all the interest legal and equitable of the said Rosette in said premises. And your Orator further represents that the said sum of three hundred dollars was not paid to your Orator at the time limited in said mortgage & that thereby the estate of your Orator in said mortgaged premises became absolute at law. And your Orator further represents that the said sum of three hundred dollars together with interest thereon is now due to your Orator on the security of said premises and that your Orator hath frequently requested payment of the said Field & Fletcher which they have refused. Your Orator prays process of subpoena against the said William Field & the said John Fletcher, and that they may answer the premises, but not under oath - That an account may be taken of what is due to your Orator upon said mortgage that the dependants may be deemed to pay to your Orator the amount so found to be due with costs of suit, your Orator hereby being ready and willing and offering to recovey to said dependants his interest in said premises, upon the payment being made to him of the amount so found due as aforesaid. That in default of such payment the said dependants & all persons claiming under them may be absolutely barred & foreclosed of & from all equity of redemption in & to said premises, And that your Orator may have such other & further relief in the premises as equity requires. - And he shall ever pray &c. By Gallaway & Page Solicitors for Comptt, and afterwards to wit, on the 30th day of May A.D. 1850 a subpoena in Chancery was issued and delivered to the Sheriff of Union County in the words and figures following, to wit: The State of Ohio Union County ss. To the Sheriff of Union County, Greeting. Be command you to summon William Field and John Fletcher if they may be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville forthwith to answer a bill in Chancery exhibited against them by A.P. Stone & Co and this they shall in no wise permit under the penalty of one thousand dollars; and have you then there this writ. Witness James Hindrade Clerk of said Court, at Marysville the 30th day of May A.D. 1850 James Hindrade Clerk of Common Pleas, and afterwards, to wit; on the 31st day of May 1850 said Sheriff returned said writ with his endorsement thereon as follows, to wit: Served this writ May 31st 1850 by delivering to William Field and John Fletcher each a certified copy thereof Philip Snider Sheriff. And afterwards, to wit; at the August Term of said Court A.D. 1850, to wit; on the 14th day of August A.D. 1850 this day came the plaintiffs by

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James M. Brown
 Henry C. Anderson
 John W. Anderson &
 John G. Griffith

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Galloway & their solicitors, and none appearing for the defendants and the said
defendants still failing to plead, answer or demur, to the said Complainants bill, on consid-
eration whereof the Court do find the equity of the case with complainants and that there
is due to them on the 12th day of August A.D. 1850 the sum of three Hundred and twenty
two dollars and seventy five Cents, It is therefore ordered, adjudged and decreed that
the defendants within ten days from said date pay to the Complainants the said
sum of \$322.75. with interest to be computed thereon from said date, until paid and
also the costs of this suit to be taxed, and in default thereof that the Sheriff of this
County for the time being, who is hereby appointed Special Master of that purpose proceed
to sell the tenements in said bill mentioned as upon judgments at Law, and report
his proceedings in the premises to the next term of this Court to which time this cause
is continued. Notice of appeal by defendants.

8143

Attest: James Winkade Jr Clerk,

James W. Evans
vs
Henry Waugordon
John W. Waugordon &
John H. Griffith

S.L.

Pleas before his Honor Samuel Gilbert President and Levi Phelps, James R. Smith and William Woods his
Associate Judges, at a Court of Common Pleas begun and held at the Court House in the County of Union
within and for the County of Union and State of Ohio, on the twenty sixth day of August in the year of our Lord
one thousand eight hundred and fifty.
Be it remembered that here before to wit, on the 27th day of May A.D. 1850 James W. Evans by
Stanton & Clark his Attorneys sued out of the clerks office of said Court the following writ
of Summons, to wit; The State of Ohio Union County ss. To the Sheriff of said County, Greeting: We
do command you to summon Henry Waugordon Junr, John W. Waugordon and John H. Griffith if they may
be found in your bailiwick, to be and appear before the Court of Common Pleas of said County of
Union, at the Court House in Mansville forthwith to answer unto James W. Evans in a plea
of Debt damages fifty dollars and have you then there this writ, Witness James Winkade Jr Clerk
of said Court at Mansville the 27th day of May A.D. 1850 James Winkade Jr Clerk, Ohio
which said writ was the following endorsement, to wit; "Said writ for money had received
by the defendants for the use of the plaintiff by Stanton & Clark Attys for Plffs." And
afterwards, to wit; on the 29th day of May A.D. 1850 the said Sheriff returned said
writ with his endorsement thereon as follows, to wit; "Served this writ May 29th
1850 by delivering to each of the within named defendants, a certified copy thereof
Philip Snider Sheriff. And afterwards, to wit; on the 6th day of June A.D. 1850
James W. Evans by Messrs Stanton & Clark his Attorneys filed his declaration therein, in
the words and figure following to wit; Union County ss. To the Court of Common Pleas
May Term A.D. 1850 James W. Evans complains of Henry Waugordon, John W. Waugordon
& John H. Griffith for that whereas the said Henry Waugordon & John W. Waugordon on
the twenty sixth day of April eight teen hundred & forty nine made their certain writing
obligatory of that date sealed with their seals (and now in the Court here shown) and then
& there delivered the same to the said John H. Griffith or bearer twenty five dollars, nine
months after the date thereof and the said John H. Griffith being lawful owner
and holder of said aforesaid note on the twenty sixth day of December eight teen Hun-
dred & forty nine assigned said note to James W. Evans plaintiff as aforesaid warranting

the same good waving notice of non payment when said not becomes due, which period has now elapsed. And also for that whereas the said Henry Vangordon, John Vangordon & John H. Griffith on the Twenty fifth day of April aforesaid at Marysville was indebted to the said James M. Evans in Twenty five Dollars for the price and value of goods sold and delivered by the plaintiff to defendants at their request And in Twenty five dollars for money then & there lent by the plaintiff to the defendants at their request. And in Twenty five dollars for money then & there paid by the plaintiff for the use of the defendant at their request. And whereas the defendants afterwards on the first day of April Eighteen Hundred fifty in consideration of the premises then and there promised to pay the said several sums of money to the plaintiff on request; yet they have disregarded their promises, and hath not paid the said several sums of money, or either of them nor any part thereof to the damage of the plaintiff fifty dollars And thereupon he brings suit vs. By Stanton & Clark's Atty for Plff, And afterwards, to wit: on the 15th day of June A.D. 1850 the defendants by J. B. Doughty their attorney filed herein their demurrer to said declaration in the words and figures following, to wit: Henry Vangordon John Vangordon and John H. Griffith vs James M. Evans. In union common pleas. May Term A.D. 1850. In debt. And the said Henry Vangordon, John V. Vangordon and John H. Griffith come and say that the said James M. Evans ought not to have his action aforesaid against them because they say that the declaration aforesaid and the matters therein contained are not sufficient, in law, to maintain the action aforesaid and that they are not bound by law, to answer the same, wherefore they pray judgment, and that the said James M. Evans may be barred, of his action against them, J. B. Doughty atty for defendants. And afterwards, to wit; on the 8th day of July A.D. 1850 the said James M. Evans by Stanton & Clark his attorneys came and filed herein his answer in the words and figures following, to wit: James M. Evans vs Henry Vangordon et al. In debt And the said James M. Evans come and says that his declaration aforesaid is sufficient in law to maintain his action aforesaid and that he is ready to verify the same wherefore he prays judgment and his debt damages &c aforesaid to be adjudged to him by Stanton & Clark his attys. And afterwards, to wit: at the August Term of said court, to wit on the 14th day of August A.D. 1850. Demurrer was overruled and leave to defendants to plead, and afterwards to wit on the day of August the defendants by J. B. Doughty their attorney filed herein their plea in the words and figures following, to wit: Henry Vangordon John V. Vangordon and John H. Griffith vs James M. Evans. In debt. And the said Henry Vangordon John V. Vangordon and John H. Griffith come and defend and say that they do not owe the said sum of money above demanded or any part thereof in manner and form, as the said James M. Evans hath complained against them and of this they put themselves upon the country and the said James M. Evans, doth the like &c by J. B. Doughty their atty. And afterwards, to wit: on the 14th day of August A.D. 1850. The Plaintiff Stanton & Clark their attorneys filed their amended declaration herein in the words and figures following, to wit: The State of Ohio Union County ss. On Debt James M. Evans comes and by leave of the court files his amended declaration herein as follows, to wit: The said James M. Evans complains of the said Henry Vangordon John V. Vangordon and John H. Griffith in a plea of debt for that on the 26th day of

Andrew Keyes
or
Thomas P. Kelly

April 1849 at Union County Ohio the said Henry Vangordon and John W. Vangordon made their certain writing obligators, of that date sealed with their seals and now to the Court here shown, and thereby bound themselves to pay to the said John H. Griffith the sum of twenty five dollars nine months after the date thereof which period has now elapsed and the said plaintiff further avers that the said John H. Griffith afterwards, to wit; on the 26th day of December A.D. 1849 at the County aforesaid assigned said note to the plaintiff, of which the said Henry Vangordon and John W. Vangordon then and there had notice; And also for that said defendants on the first day of March A.D. 1850 at the County of Union were indebted to the plaintiff in the sum of twenty five dollars for goods sold and delivered by the plaintiff to the defendants, by or the said defendants have not paid the said several sums of money, nor either of them nor any part thereof where by an action hath accrued to the plaintiff to demand and have of the said defendants the said sum of twenty five dollars for his debt aforesaid, and also the further sum of five dollars for his damages for the detention thereof. And therefore he brings Suit by Stanton & Clark his Atty's, And afterwards, to wit; at the August Term of said Court A.D. 1850, to wit; on the 14th day of August A.D. 1850. This day came the parties by their Attornies and submit this Cause to the Court upon the issue joined, and thereupon the plaintiff has leave to amend his declaration and the same is accordingly done, and the Court being fully advised in the premises, do find that the said defendants do owe to the said plaintiff the sum of twenty three dollars and sixty cents, Therefore it is considered that the said plaintiff recover of the said defendants, the said sum of twenty three dollars and sixty cents and that the said each party pay their own costs, herein Expended, Judgment for costs, and by agreement of parties It is ordered that no execution issue on this judgment until after the next Term of this Court.

Attest James Kirkman for Clerk,

Andrew Keyes
vs
Thomas G. Alley

Pleas before his Honor James Robert President and Levi Phelps James B. Smith and William H. Woods his Associates, Judges. At a Court of Common Pleas begun and held at the Court House within and for the County of Union and State of Ohio, on the 12th day of August in the year of our Lord one thousand eight hundred and fifty.

Be it remembered that heretofore, to wit; on the 4th day of July A.D. 1849, Andrew Keyes by Allison & Berry his Attornies filed in the Clerk's office of said Court the following Precept and affidavit in attachment, to wit: Andrew Keyes vs Thomas G. Alley. In Assumpsit. Damages &c. Issue a writ of Attachment returnable at next Term in response to a suit brought on an endorsement by the defendant to the plaintiff of a promissory note given to said defendant by one William Impson for one hundred dollars dated August 29th 1845 payable on the 1st day of March A.D. 1848 which is now due and unpaid &c. Also for goods sold and delivered, money had and received &c. Allison & Berry Atty for Plff. To the Clerk of Union County Common Pleas July 4th 1849. Affidavit reads as follows, to wit; A. H. B. Allison makes oath and

says, that he is the Attorney of the above named Andrew Keyes in this behalf, and that the above named Thomas G. Alley is the debtor of the above named Andrew Keyes and is not a resident of the State of Ohio, as he verily believes. Wm Allison: Sworn to and subscribed before me this 4th day of July A.D. 1849. James Kinrade jr Clerk And afterwards, to wit; on the 4th day of July A.D. 1849. The following writ of attachment was issued from the Clerks Office aforesaid, to wit: "The State of Ohio Union County, ss. To the Sheriff of Union County: Greeting; We command you that you forthwith attach the lands tenements, goods, chattels, rights, credits, moneys, and effects of Thomas G. Alley, wheresoever they may be found, and the same keep, or so provide that the same or the value thereof be forthcoming, to answer the judgment of our Court of Common Pleas, within and for the said County, of Union in a certain action of Assumpsit, therein prosecuted by Andrew Keyes against the said Thomas G. Alley for two hundred dollars damages. And in what manner you shall execute this writ make appear to our said Court of Common Pleas on the first day of their next term. And have you then there this writ; Witness James Kinrade jr Clerk of said Court of Common Pleas at the Court House in Mansville this 4th day of July A.D. 1849 James Kinrade jr Clerk." Upon which said writ was the following endorsement, to wit: Suit brought on an endorsement by the defendant to the plaintiff of a promissory note given to said defendant by one William Impson for one hundred dollars, dated August 29th 1845 payable on the 1st day of March A.D. 1848 which is now due and unpaid &c. Also for goods sold and delivered, money had and received &c Allison & Curry Attys for P'ty." And afterwards, to wit, on the 4th day of July A.D. 1849 said Sheriff returned said writ with his endorsement thereon as follows, to wit: "I executed this writ on the 4th day of July A.D. 1849 by attaching as the property of Thomas G. Alley in due form of law certain property, in the possession of Millarby Goldsberry described in the inventory and appraisement here with returned, and which property now remains in my hands dated July 4th 1849 Philip Snider Sheriff of Union County." Said inventory and appraisement reads in the words and figures following to wit: "An inventory and appraisement of certain property, attached by Philip Snider Sheriff of Union County, in a certain action now pending in the Court of Common Pleas of said County, at the suit of Andrew Keyes, against Thomas G. Alley, made this fourth day of July A.D. 1849 by the said Sheriff together with William C. Piper and David Gill two freeholders of the same County, in this behalf sworn by said Sheriff, in due form of law; to wit: One hundred acres of land, situate in Starby Township, in the County of Union, Ohio, being part of Survey No 6602 and bounded and described as follows, to wit: Beginning at a stake a northwesterly corner of B. Smiths land thence S 20. W. 53 1/2 poles to a stake in the plains, thence S. 70 E. 56 3/4 poles to a stake, in the woods. thence N. 20. E. 53 1/2 poles to a stake in the woods, thence N 70 W. to the place of beginning containing 19 acres Also one other lot beginning at a stake east corner to Benjamin Smiths land thence running N. 20 E. 108 1/2 poles to 3 bar oaks, thence N. 70. W. 156 1/2 poles to a stake in a prairie, thence S 20. W. 108 1/2 poles to a stake in a prairie North corner of B. Smiths land thence with said Smiths north east line S. 70. E. 156 1/2 poles to the place of beginning containing 106 acres except 25 acres heretofore sold to Benjamin Smiths by Thomas G. Alley. and the said 100 acres of land is appraised by us at nine dollars per acre Philip Snider Sheriff of Union County, Wm C Piper, David Gill, and afterwards to wit: on the 14th day of August A.D. 1849 The Plaintiff by his said attorney

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filed herein the following Notice and Proof of publication of said Notice. To wit
 Notice of attachment. - All persons interested will take notice that Andrew Hayes
 on the 4th day of July, A.D. 1849, sued out a writ of attachment from the Clerk's
 Office of the Court of Common Pleas of Union Co; in the State of Ohio, against Thomas
 G. Alley, for the sum of two hundred dollars which writ has been served and
 returned. Attest: James Linkade, Clerk. Allison & Burry, Atty for Plff dated
 July 4, 1849. P.B. Cole of the County of Union being duly sworn deposes and says
 that a true copy of the notice hereto attached, was advertised in a newspaper
 called the Argus and Union County Advertiser (of which he is the Editor) printed
 in the State of Ohio and in the Town of Marysville, and in general circulation in
 the County of Union, for six weeks successively, commencing on the 4th day of
 July A.D. 1849 and ending with the number published August 5th 1849. Cole
 sworn to and subscribed in open Court this 14th day of August 1849 James Linkade, Clerk
 and afterwards, to wit; at the August term of said Court A.D. 1849, to wit on the 14th day
 of August A.D. 1849. This day came the plaintiff by Messrs Allison & Burry his attorneys
 and the said Thomas G. Alley being three times solemnly called came not but made
 Default, and it appearing to the satisfaction of the Court, that publication of advertise-
 ment herein has been made in due form of Law. It is therefore ordered that the same
 together with this the first default of the said Thomas G. Alley, be entered, and the
 same is accordingly done, and the cause is continued until the next term of the
 Court. - And afterwards, to wit; at the November term of said Court A.D. 1849,
 to wit; on the 22nd day of November A.D. 1849, This day came again the said Andrew
 Hayes by Messrs Allison & Burry his attorneys and the said Thomas G. Alley though
 solemnly called came not but made default. It is therefore ordered that this his
 second default be entered; and the same is accordingly done, and the cause
 continued until the next term, - And afterwards, to wit; on the 4th day of
 January A.D. 1850. The said Andrew Hayes by Messrs Allison & Burry filed here
 in his declaration in the words and figures following, to wit; The State of Ohio, Un-
 ion County ss. Court of Common Pleas of Union County August term A.D. 1849 Andrew Hayes
 complains of Thomas G. Alley in a plea of Assumpsit, for that whereas one William Simpson on
 the 29th day of August A.D. 1845, at the County of Union aforesaid, made his promissory note
 in writing, and thereby promised to pay to the defendant one hundred dollars on the 1st day
 of March 1848 which period has now elapsed; and the defendant then and there indorsed
 and delivered the said note to the said plaintiff; and the said William Simpson did
 not pay the amount of the said note, although the same was there presented to him
 on the day when it becomes due, of all which, the defendant then and there had notice.
 And whereas also, the defendant on the 1st day of April 1849 at the County of Union aforesaid
 was indebted to the plaintiff in the sum of two hundred dollars, for the price and value
 of goods then and there sold and delivered by the plaintiff to the defendant at his
 request; and in two hundred dollars for money then and there paid by the plaintiff
 for the use of the defendant at his request; And in two hundred dollars, or money then
 and there had and 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 and there stated between them, And the defendant afterwards
 on the day and year last aforesaid, at the County aforesaid, in consideration
 of the premises respectively, promised the plaintiff to pay him the several monies

behalf, and
 Andrew Hayes
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herein above mentioned, on request; yet the defendant hath disregarded his prom-
 ises, and hath not paid any of the said moneys or any part thereof: To the damage of
 the plaintiff of two hundred dollars, and therefore he brings his suit vs. By Allison &
 Curry his atty; And afterwards, to wit; at the May Term of said Court A.D.
 1850. to wit; on the 29th day of May A.D. 1850. This day came again the said Andrew
 Keyes by Messrs Allison & Curry his attorneys and the said Thomas G. Alley being again three
 times solemnly called came not but made default. It is therefore ordered that this third de-
 fault be entered and the same is done accordingly. — And thereupon it is considered
 that the said Andrew Keyes ought to recover his damages by reason of the premises and
 neither of the parties requiring a jury and the court being fully advised in the
 premises do assess the damages of the said Andrew Keyes to one hundred and twenty
 eight dollars and fifty cents, therefore it is considered that the said Andrew Keyes
 recover against the said Thomas G. Alley the said sum of one hundred and twenty
 eight dollars and fifty cents, his damages aforesaid in form aforesaid assessed and
 also his costs in this behalf expended taxed at _____ dollars
 And afterwards to wit; at the May Term of said Court A.D. 1849 to wit; on the 31st day of May A.D. 1849
 on motion of the plaintiff by Messrs Allison & Curry his attorneys the court do order that all the property of the defendant
 attached by virtue of the writ of attachment issued herein and remaining in the hands of the Sheriff with the lands and
 tenements attached, whether by legal or equitable title be sold and for the purpose of distributing the
 proceeds of said sale among the several creditors of said Thomas G. Alley this cause is continued, and afterwards
 to wit; on the 9th day of July the following writ issued to the Sheriff of Union County Ohio, to wit; The State of Ohio Union
 County ss. to the Sheriff of Union County, greeting: Whereas our Court of Common Pleas of said County, at their May Term A.D. 1850 ordered
 all the property of Thomas G. Alley, which was lawfully according to our command, attached by virtue of a writ of attachment issued at the suit of Andrew
 Keyes against the said Thomas G. Alley remaining in your hands, with the lands and tenements, whether held by legal or equitable title be sold by you, we
 therefore command you to expose to sale said property, lands and tenements, and have the money arising from said sale before our said court on the
 first day of their next term; and have you then there this writ: Witness James Lindice jr. Clerk of said Court at Marietta this 9th day
 of July A.D. 1850 James Lindice jr. Clerk. And afterwards to wit; on the 13th
 day of August A.D. 1850 said Sheriff returned said writ with his endorsement
 thereon as follows to wit; Received this writ July 9th 1850. In obedience to the within
 command I duly advertised the land by me attached as the property of Thomas G. Alley
 by publication in the Marietta Tribune a newspaper published and in general
 circulation in Union County, for at least thirty days previous to the day of sale.
 I afterwards, to wit; on the 12th day of August A.D. 1850 between the legal hours
 of ten o'clock A.M. and four o'clock P.M. offered said real estate for sale by Public
 Auction at the door of the Court House in Union County, it being the time and place
 convenient to be sold, and then and there sold the said real estate to Messrs Price for the sum of eight dollars
 and eighty five cents per acre he being the highest and best bidder therefor and that being more than two
 thirds the appraised value thereof. Philip Snider Sheriff. And afterwards to wit; at the August Term
 of said Court A.D. 1850 to wit; on the 14th day of August A.D. 1850. The court this day carefully examined the proceedings
 and sale of the Sheriff upon the order issued herein as required by law, and are satisfied of the legality of said sale and that
 the same was in all respects made in conformity to the law: and do order the Sheriff to make to the purchasers deed
 the court do further find the amount of money arising from the sale of the property attached herein to be
 \$8.85.00. the amount of the costs allowed by the court upon the judgments rendered herein and in favour
 of the other judgment creditors of said Thomas G. Alley with the accruing costs to be forty dollars and sixty
 eight cents, and that the taxes paid which are a lien upon the land amount to \$3.23, leaving the sum
 of eight hundred and forty one dollars and nine cents to be divided amongst the several judgment creditors

S.L.

\$2.72

✓
 J. B. Stanton & Co
 vs
 A. Whipman

S.L.

of the said Thomas S. Alley or as much thereof as is necessary, that the same entitled each judgment creditor to be paid the full amount due upon their respective judgments and the same are all ordered to be paid accordingly, and the balance to be paid to the said Thomas S. Alley.

§ 2.32

Attest: James Kirkcaldie clerk,

✓
J. B. Stanton & Co
vs
N. Shipman

Pleas before his Honor Samuel Robert Sherwood and also Judges James P. Smith and William W. Woods his associates judges at a Court of Common Pleas begun and held at the Court House in the Town of Marysville within and for the County of Union and State of Ohio on the 14th day of August in the year of our Lord one thousand eight hundred and fifty.

In the matter of J. B. Stanton & Co against Norman Shipman and Robson L. Broome

Be it remembered that heretofore, to wit; at the May Term of said Court A.D. 1849, to wit; on the 1st day of June A.D. 1849, this cause was continued under a former order as to N. Shipman and discontinued as to Robson L. Broome; and afterwards, to wit; at the August Term of said Court, to wit; on the 14th day of August A.D. 1849, this cause was continued under former Order. And afterwards, to wit; at the November Term of said Court, to wit; on the 26th day of November A.D. 1849, this cause was continued; and afterwards, to wit; at the May Term of said Court A.D. 1850, to wit; on the 9th day of May A.D. 1850 ordered that James M. Williamson Master Commissioner in Chancery sell the claims in his hands in this case at public auction after having given notice as provided in the act authorizing the sale of claims by administrators and report his proceedings herein to the next term of this Court to which time this cause is continued. And afterwards, to wit; on the 25th day of June A.D. 1850, the following order was issued to the Master Commissioner in Chancery of said Court, to wit; J. B. Stanton & Co vs Norman Shipman, ordered that James M. Williamson Master Commissioner in Chancery, sell the claims in his hand in this case at public auction, after having given notice as provided in the act authorizing sale of claims by administrators and report his proceedings herein to the next term of this Court, to which time this cause is continued.

The State of Ohio Union County, ss. I hereby certify, that the above entry is truly copied from the Journal of the Court of Common Pleas of said County, of the Term of May A.D. 1850. Witness my hand and the seal of said Court at Marysville, this 25th day of June A.D. 1850. James Kirkcaldie jr Clerk Union Com Pleas. And afterwards, to wit; on the 12th day of August A.D. 1850 said Master Commissioner returned said order with his return thereon as follows, to wit; by virtue of this writ, I advertised the within named claims in the Marysville Tribune for three consecutive weeks, and sold them on the 14th day of August A.D. 1850 at the door of the Court House in the Town of Marysville, a schedule of said claims is here to attached; with the names of persons to whom they were sold and the amount for which they were sold. Made by sale thereof Eighteen Dollars and ninety seven cents. Paid D. W. English Printers fees \$1.75
Paid Allison & Curry atty for complainant 7.34
Paid J. Kirkcaldie jr Clerk of Court 5.88
Retained my fees 2.00
\$ 18.97

Master Commissioner fees \$2.00 August 12, 1850 James M. Williamson Master Commissioner Union Com Pleas

L.S.

Since schedule reads in the words and figures following, to wit: A Schedule of notes belonging to N. Whippleman and sold by order of Union Com Pleas at the suit of S. B. Stanton & Co

Names of payors	Amount	Date	When interest commenced	To whom sold	And total per
Silas Mead	\$ 650	April 15. 1835	Oct 1835	Charles W. B. Allison	04
Elias Impson	568	May 26. 1837	May 27. 1837	Charles W. B. Allison	01
Elias Impson	225	Nov 21. 1837	Nov 22. 1837	Charles W. B. Allison	01
George Harper	2068	June 7. 1837	June 8. 1837	Charles W. B. Allison	40
Clark Fourn	683	Aug 4. 1837	Sept 4. 1837	Charles W. B. Allison	01
Joseph Bishop	300	Aug 9. 1835	Aug 7. 1835	James T. Hammett	03
Abel Moore	1357	July 23. 1842	July 23. 1842	Charles W. B. Allison	135
Abel Moore	248	Dec 16. 1842	Dec 16. 1842	Charles W. B. Allison	01
Robert H. Hammon	775	July 3 1843	July 4. 1843	Charles W. B. Allison	01
Stephen Clayton	181	April 3. 1835	April 4. 1835	Charles W. B. Allison	36
William Allen bal	2081	Jan 30. 1840	Jan 21. 1840	W. B. Allison	130
John N. Miller	7500	Oct 15. 1836	Oct 15. 1836	C. W. B. Allison	30
John N. Miller	7500	Oct 15. 1836	Oct 15. 1836	C. W. B. Allison	01
Soren Tarpensing	219	March 26. 1842	March 25. 1842	C. W. B. Allison	01
J. Salmon	50	May 24. 1843	May 25. 1843	C. W. B. Allison	01
James Sampson, J. D. H. H. H.	5500	1837	1837	C. W. B. Allison	01
Wm H. Spear	189	Sept 23. 1839	Sept 23. 1839	C. W. B. Allison	03
James Moore	1650	Dec 6. 1834	Dec 6 1834	James W. Evans	02
Whippleman & Williams	1700	May 14. 1834	May 15. 1834	C. W. B. Allison	40
P. M. Randall	450	July 8. 1835	July 8. 1835	C. W. B. Allison	01
R. Clarke	908	March 14 1843	March 15. 1843	James W. Evans	13
Eli Grove	309	Nov 16. 1837	Nov 17. 1837	George W. Cherry	05
Thomas Wright	350	Dec 2. 1840	Dec 3. 1840	Joshua Gray jr paid	61
P. Thornton	85	April 6 1837	April 6. 1837	C. W. B. Allison	01
Josiah Davis	900	Dec 14. 1833	Dec 14. 1833	James W. Evans	11
John Long	275	Jan 29. 1841	Jan 30. 1841	Ransom Clarke jr	02
Lockwood Upson	225	Dec 27. 1834	Dec 28. 1834	Ransom Clarke jr	02
Thomas Kettle	275	Sept 24. 1831	Sept 25. 1831	James W. Evans	03
Wm C. Geor	2442	July 10. 1839	Jan 10. 1840	James W. Evans	65
James H. Hunt	500	June 9. 1843	Sept 1. 1843	Ransom Clarke jr	02
Nicholas Spear	3025/4	Feb 8. 1838	Feb 9. 1838	James W. Evans	86
Solomon Howe	1550	Oct 1. 1840	April 1. 1841	C. W. B. Allison	65
Valentine Whippleman	\$2022	May 26. 1839	May 27. 1839	Ransom Clarke jr	26
John West	200	Dec 3. 1835	Dec 3. 1835	Ransom Clarke jr	02
Isaac Saunders	706	Dec 28. 1830	Dec 29. 1830	Ransom Clarke jr	52
David Howels	150	March 11. 1836	March 11. 1836	Ransom Clarke jr	04
Elliott Locke	886	Dec 7. 1837	Dec 8. 1837	Ransom Clarke jr	02
P. Martin	250	Jan 16. 1837	Jan 17. 1837	Ransom Clarke jr	02
Handy Webb	350	Dec 2. 1837	Dec 3. 1837	Ransom Clarke jr	02
Wm Moore jr	575	Sept 7. 1842	Jan 7. 1842	Ransom Clarke jr	53
Uriah Goodhue	718	July 22. 1841	July 23. 1843	Ransom Clarke jr	127
James Kennedy	2714	March 23. 1839	March 24. 1839	Ransom Clarke jr	40
Thomas S. Holcom	795	Dec 19. 1840	Dec 20. 1840	Ransom Clarke jr	106

Henry Ford
Jonathan Stone et al

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Thomas Kennedy	3 00	Feb 5. 1836	August 5. 1837	Ransom Clark jr	73
Warren Clatrop	1230	Nov 14. 1836	Nov 14. 1836	Ransom Clark jr	150
Samuel Scopes	74 63	March 23. 1839	March 24. 1839	C. W. B. Allison	425
Accounts					
Estate of Levi Wells	324 1/2	July 16. 1843		Ransom Clark jr	02
James Cratty Jrd	525	April 14. 1842		Ransom Clark jr	02
Seymour Williams	212	No date		Ransom Clark jr	02
Jesse Juey	291	July 18. 1842		Ransom Clark jr	02
Elisha White	1 62 1/2	Different dates		Ransom Clark jr	02
Andrew Carter	175	July & August 1837		Ransom Clark jr	02
John Long	3 00	Oct 13. 1841		Ransom Clark jr	02
Daniel Williams	10 24	July 8. 1842		Ransom Clark jr	75
Military Orders					
John Bartholomew	4 00	Sept 17. 1839		C. W. B. Allison	15
John Bartholomew	4 00	Oct 18. 1830		Ransom Clark jr	10
John Bartholomew	1 50	Sept 21. 1831		Ransom Clark jr	16
W. B. Hagin	1 50	Sept 13. 1843		Ransom Clark jr	10
					<u>\$1897.</u>

and afterwards, to wit: at the August Term of said Court A.D. 1850, to wit: on the 14th day of August A.D. 1850 this cause came on to be heard upon the report of the Master in Chancery made under the order of sale made at the last term of this Court and the Master having made reports that the claims in his hands in this case were all sold, and the Court having examined said report and the sales by him made and due notice having been given and being satisfied of the legality of the sale in all respects. It is therefore ordered, adjudged and decreed that the said report and the sales by said Master made be in all respects confirmed, that the interest and property in said notes and accounts vest in the purchasers thereof at said sale, and that the said Master transfer the same to respective purchasers, It is further ordered that the Master first pay out of the proceeds of said sale the cost herein made since the September Term 1848. and that he pay the balance to the complainants.

Attest James Kincaid clerk,

Henry Fox
vs
Jonathan Stone et al

Shas before his Honor James C. Torbert, President, Levi Phelps, Samuel P. Smith and William W. Hayes his Associates Judges, At a Court of Common Pleas begun and held at the Court House in the Town of Mansfield within and for the County of Union and State of Ohio on the 30th day of August in the year of our Lord one thousand eight hundred and fifty, Be it remembered that heretofore, to wit: on the 29th day of May A.D. 1849, Henry Fox by Messrs. Allison & Curry his Attorneys filed in the Clerk's office of the said Court his Petition in the words and figures following, to wit: To the Honorable the Judges of the Court of Common Pleas, within and for the County of Union, and State of Ohio. Your Petitioner Henry Fox of the County of Union and State of Ohio respectfully represents that your Petitioner has a legal right to, and is seized in fee simple of one

Undivided six eighths part of a certain tract or parcel of land, with the appurtenances lying and being in the said County of Union, being part of Survey No 2291, and bounded and described as follows, to wit; Beginning at a Walnut, ash & Elm S.W. Corner to Jacob Fredricks thence N. 80° E. 176 poles to a sugar, beech & ash. thence S 10° E. 164 poles & 6. to two beeches & a sugar. thence S 30° W. 177 poles to three beeches in the west line of the original survey, thence N 10° W. 164.6 poles to the beginning containing one hundred and eighty one acres of land more or less, being the same land conveyed by Sime Starling to James Stone who has since died leaving the following persons his children and heirs, to wit: Milly Stone, Levi Stone, Isaac Murphy and Rhoda Murphy his wife, Jonathan Stone John W. Halleck and Mary Halleck his wife, Caleb M. Wheeler and Elmira Wheeler his wife John W. Kile and Barbara Kile his wife, and John H. Stone and James G. Stone children and heirs of James Stone jr and both of whom are minors. There is no widow. Your Petitioner has since purchased in fee and is now the owner of the interests of Milly Stone Levi Stone, Isaac Murphy & wife, John W. Halleck & wife, Caleb M. Wheeler & wife & John W. Kile & wife, Jonathan Stone resides in the State of Missouri, and John H. Stone and James G. Stone minors aforesaid reside in the State of Iowa. Your Petitioner represents that the said Jonathan Stone owning one eighth, John H. Stone owning one sixteenth, and James G. Stone owning one sixteenth, are tenants in common with your Petitioner in the said Premises and all of whom your Petitioner prays may be made defendants to this Petition. Your Petitioner therefore desiring to hold his said interest in severalty, prays that Partition of said lands and tenements may be made, or if it shall appear that partition of said lands cannot without manifest injury be made; then that the same may be sold, or other order taken in that behalf, pursuant to the Statute in such case made and provided. Allison & Curry, Atty for Petitioner, and afterwards, to wit; on the 14th day of August A.D. 1849 the Petitioner by Messrs Allison & Curry his attys filed here the following notice and proof of the publication thereof as follows, to wit; In Union County Common Pleas Henry Fox vs Jonathan Stone, et als, Petition for Partition Jonathan Stone, John H. Stone and James G. Stone, will take notice that a petition was filed against them on the 29th day of May 1849, in the Court of Common Pleas in and for the County of Union in the State of Ohio by Henry Fox, and is now pending wherein the said Henry Fox demands partition of the following real estate lying and being in the said County of Union and bounded and described as follows: Part of Survey No 2291 beginning at a Walnut and ash and Elm, S.W. corner to Jacob Fredricks; thence N 80° E 176 poles to a sugar, beech and ash thence S 10 degrees E 164 poles and one 6th to two beeches and a sugar; thence S 30 degrees W 177 poles to three beeches in the west line of the original survey, thence N 10 degrees west 164.6 poles to the beginning containing one hundred and eighty one acres of land more or less — and that at the next Term of said Court application will be made by the said Henry Fox for an order that partition may be made of said premises Allison & Curry Solicitors for Petitioner Attest James Winkade, jr., Clerk. June 13, 1849 P. B. Cole of the County of Union being duly sworn deposes and says that a copy of the notice hereto attached was published on the 13 day of June A.D. 1849 and for six consecutive weeks thereafter in a newspaper called the Argus and Union County Advertiser (of which he is the editor) and that the said newspaper was then in general circulation in said County of Union. P. B. Cole sworn to and subscribed in open Court this 14th day of August 1849 James Winkade, jr., Clerk. And afterwards

to wit: at the August Term of said Court A.D. 1849, to wit: on the 14th day of August A.D. 1849 On motion to the Court by Messrs Allison & Curry Counsel for the Petitioner It is ordered that R. Clark jr be appointed Guardian ad litem to the infant defendants John H. Stone and James G. Stone and thereupon the said R. Clark jr appeared in open Court accepted said appointment and filed his answer, and afterwards, to wit: on the 16th day of August 1849 said R. Clark jr Guardian ad litem for the infant defendants filed his answer herein in the words and figures following, to wit: The Answer of John H. Stone and James G. Stone who are infants by R. Clark jr their Guardian ad litem, to the petition of Henry Fox for partition in Union County Common Pleas, against them et al. The said defendants by R. Clark jr their Guardian ad litem answering say that they are ignorant of the matters and things alleged in the Petition of the said Henry Fox and know of no reason why partition should not be made as prayed for, but rely upon the protection of the Court, and having thus answered they pray to be dismissed, John H. Stone James G. Stone by R. Clark their Guardian ad litem, and afterwards, to wit: at the August term of said Court 1849, to wit: on the 16th day of August A.D. 1849 this Cause came on to be heard upon the petition answer of Guardian ad litem &c and was argued by Counsel on consideration whereof it is ordered that by the oaths of William B. Irwin, James Wort and Calvin Wort, partition be made of said lands in the following proportions, to wit: to the said Henry Fox one equal three fourths part, to the said Jonathan Stone one equal eighth part, to the said John H. Stone one equal sixteenth part, and to the said James G. Stone one equal sixteenth part and it is further ordered that a writ of partition issue to the Sheriff of Union County, commanding him to cause said partition to be made accordingly, and report his proceedings in the premises to the next Term of this Court, and this Cause is continued, and afterwards, to wit: on the 6th day of September A.D. 1849 the following writ was issued to the Sheriff of said County of Union, to wit: The State of Ohio Union County ss. To the Sheriff of Union County, Greeting: We command you that without delay, by the oaths of William B. Irwin, James Wort and Calvin Wort; you cause partition to be made of the following real estate to wit: a certain tract or parcel of land with the appurtenances lying and being in the said County of Union being part of Survey No 2991 and bounded and described as follows, to wit: beginning at a Walnut ash, & Elm S.W. corner to Jacob Fredericks thence N 80° E 176 poles to a sugar beech & ash thence 10° E 164 poles & 6 to two beeches & a sugar thence S 80° W. 177 poles to three beeches in the west line of the Original Survey, thence N. 10° W. 164.6 poles to the beginning containing one hundred and eighty one acres of land more or less being the same land conveyed by Lyne Starling to James Stone who has since died. Among the following persons and in the following proportions, to wit: to Henry Fox, one equal three fourths part, to Jonathan Stone one equal eighth part, to John H. Stone, the one equal sixteenth part, and to James G. Stone the one equal sixteenth part, in pursuance of an order lately made in our said Court of Common Pleas, within and for the said County of Union, in a certain Petition for Partition wherein Henry Fox is petitioner and Jonathan Stone et al are defendants; and that your proceedings in the premises you distinctly certify under your hand, to our said Court of Common Pleas within and

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for the said County of Union, on the first day of their next term together with this writ. Witness James Kinrade, jr. Clerk of said Court of Common Pleas, the 6th day of September A.D. 1849, James Kinrade jr. Clerk, and afterwards, to wit, on the 15th day of November A.D. 1849, said Sheriff returned said writ with his endorsement thereon as follows, to wit: "I have executed this writ by the parties of the within named William B. Irwin James Bort and Galvin Bort whose report is herewith filed, October 18th 1849. Said report reads in the words and figures following, to wit: In obedience to the command of a writ of partition from the Court of Common Pleas for the County of Union State of Ohio at their August term, in which we the undersigned were appointed to make partition of one hundred and eighty one acres of land in survey No 2991. Amongst Fox Stone &c. we would report that after being sworn by the Sheriff of sd County on the 18th day of October 1849 and after a careful examination of the land described in said writ. are of unanimous opinion that the sd land is not susceptible of partition and we appraise sd land to be worth eight dollars per acre amounting to \$1448 dollars, given under our hands this 18th day of October 1849. William B. Irwin James B. Bort, & Galvin Bort, Commissioners." And afterwards to wit at the November Term of said Court A.D. 1849, to wit, on the 21st day of November A.D. 1849. In this case, the report of the Commissioners filed in this case is set aside and petitioner has leave to amend his petition at his costs, and afterwards, to wit, on the 23rd day of November A.D. 1849. The Petitioner by Messrs Allison & Leary his Attorneys filed herein his amended petition in the words and figures following, to wit: To the Honorable the Judges of the Court of Common Pleas within and for the County of Union Ohio, Your Petitioner Henry Fox of the County of Union and State of Ohio, now comes and files this his amended petition by leave of the Court first obtained and respectfully represents that your petitioner has a legal right to and is seized in fee simple of undivided six eighths part of a certain ^{tract} parcel of land with the appurtenances lying and being in the said County of Union, being part of survey No 2991 and bounded and described as follows, to wit, Beginning at a Walnut ash and Elm S.W. corner to Jacob Fredericks thence N 80° E 176 poles to a sugar and Beach and ash; thence S 108° 164 poles & 6 to two beeches & a sugar; thence S 80° W 177 poles to three beeches in the west line of the original survey; thence N. 10° W 164 - 6 poles to the beginning containing one hundred and eighty one acres more or less, being the same land conveyed to James Stone who has since died devising to one Milly Stone a life support from the rents of said farm which is still an incumbrance thereon, and which is now owned by your petitioner by purchase from said Milly. The following persons were the devisees and heirs of said James Stone deceased to said land subject to said life incumbrance, to wit, Levi Stone, Noah Stone, Rhoda Murphy who is intermarried with Isaac Murphy, Jonathan Stone, Mary Halleck who is intermarried with John W Halleck, Almira Wheeler who is intermarried with Caleb M. Wheeler, Barbara Kile who is intermarried with John W. Kile each owning one eighth thereof, and John H. Stone and James G. Stone children and heirs of James Stone jr both of whom are minors and each owning one sixteenth thereof. There is no widow. Your Petitioner has since purchased in fee and is now the owner thereof of the interests of Levi Stone Noah Stone, Rhoda Murphy and Isaac her husband

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of Milly Stone as aforesaid in the whole thereof. Jonathan Stone who resides in the State
of Missouri and John H. Stone and James G. Stone who reside in the State of Iowa are
tenants in common with your petitioner in the said premises, and all of whom your peti-
-tioner prays may be made defendants to this petition, your petitioner therefore desiring
to hold his said interests in severalty, prays that partition of said lands and ten-
-ments may be made subject to said life interest, or if it shall appear that partition
of said lands and tenements cannot without manifest injury be made then that
the same may be sold, or other proper order taken in that behalf pursuant to the
statute in such case made and provided, Allured Barry attys for Petr. and
afterwards, to wit: at the November Term of said Court 1849, to wit on the 24th
day of November A.D. 1849, this cause came on to be heard upon the Petition, and
-dell Petition Answer of Guardian ad litem &c and was argued by counsel, on
Consideration whereof it is ordered that by the oaths of William B. Irwin, James
Dort, and Calvin Dort, partition be made of said lands in the following proportions,
to wit; to the said Henry Fox six eighths thereof, to the said Jonathan Stone one
equal eighth part, to John H. Stone one equal sixteenth, and to James G. Stone one
equal sixteenth part the whole subject to the life interest of Milly Stone, and
it is further ordered that a writ of Partition again issue to the Sheriff of Union
County commanding him to cause said partition to be made accordingly, and
report his proceeding to the next term of this Court, and this cause is continued,
and afterwards, to wit; on the 15th day of April A.D. 1850, the following writ of Partition
issued to the Sheriff of said County of Union to wit; The State of Ohio Union County
ss. To the Sheriff of Union County, Greeting, We command you as we have heretofore com-
-manded you that without delay by the oaths of William B. Irwin, James Dort
and Calvin Dort you cause partition to be made of the following real estate
to wit, a certain tract or parcel of land with the appurtenances lying and
being in the said County of Union being part of Survey No 2991. And bounded and
described as follows, to wit; beginning at a Walnut ash & Elm S.W. corner to
Jacob Frederick; thence N 30° E 176 poles to a Sugar beech & ash; thence S 10° E 164
poles & 6 to two beeches & a sugar; thence S 80° W. 177 poles to three beeches in the
west line of the original survey; thence N 10° W. 164, 6 poles to the beginning
containing One hundred and eighty one acres of land more or less, being the
same land conveyed by Simeon Stasling to James Stone who has since died
among the following persons and in the following proportions, to wit; To
Henry Fox, six eighths thereof. To Jonathan Stone one equal eighth part
To John H. Stone one equal sixteenth part and to James G. Stone one
equal sixteenth part, the whole subject to the life interest of Milly Stone,
in pursuance of an order lately made in our said Court of Common Pleas
within and for the said County of Union in a certain petition for Partition
wherein Henry Fox is petitioner and Jonathan Stone et als are defendants, and
that your proceedings in the premises you distinctly certify under your hand
to our said Court of Common Pleas within and for the said County
of Union on the first day of their next Term, together with this writ.
Witness James Kirkade p Clerk of said Court at Marysville this 15th day of

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Aprile A.D. 1850 James Buitrade jr Clerk. And afterwards, to wit, on the 9th day of May A.D. 1850. Said Sheriff returned said writ with his endorsement thereon as follows, to wit; State of Ohio, Union County, ss: I do hereby Certify that Wm. B. Irwin, James Wort and Calvin Wort the within named Commissioners were duly sworn to make partition of the lands within named, and to assign dover in the same, on this 8th day of May A.D. 1850 Philip Snider Sheriff of Union County, I have executed the within writ by the oaths of the Commissioners named in the within order, whose report is here with returned May 8th 1850 Philip Snider Sheriff Union Co. Said Report of the said Commissioners reads in the words and figures following, to wit; Henry Fox vs Jonathan Stone et als, In Union Court Pleas are the undersigned Commissioners appointed by the Court of Common Pleas of Union County to make Partition of the following described real estate, to wit, a certain tract or parcel of land with the appurtenances lying and being in the said County of Union, being part of survey No 2941 and bounded and described as follows, to wit: beginning at a Walnut ash and Elm S.W. corner to Jacob Koudensick: thence N. 80° E. 176 poles to a sugar beech & ash thence S 10° E. 164 poles & 6 to two beeches & a sugar: thence S 80° W. 177 poles to three beeches in the West line of the original survey, thence N 70° W. 164 & 6 poles to the beginning containing one hundred and eighty one acres more or less, after having been duly sworn by Philip Snider Sheriff upon actual view of said premises, we do find the same not susceptible of Partition, we therefore appraise said real estate at nine hundred and fifty dollars, after deducting the life interest of Miley Stone, given under our hands and seals this 8th day of May A.D. 1850. Wm B Irwin Seal Calvin Wort Seal James B. Wort Seal. And afterwards, to wit, at the May Term of said Court A.D. 1850 to wit: on the 29th day of May A.D. 1850. On Motion to the Court by Messrs Allison & Curry Counsel for the petitioner and upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners hereinbefore appointed, and the same being examined it is ordered that said proceedings and report be and the are hereby approved and confirmed, and this Cause is continued until the next term of this Court for election, And afterwards to wit: at the August term of said Court A.D. 1850. to wit: on the 15th day of August A.D. 1850. On Motion to the Court by Messrs Allison & Curry Counsel for the petitioner, and upon producing the proceedings of the Sheriff, and the report and proceedings of the Commissioners hereinbefore appointed returned to the May term of this Court and the same being examined, it is ordered that said proceedings and report be and the same are hereby approved and confirmed; and thereupon the said Henry Fox electing to take said estate at the said valuation of said Commissioners, and having paid to the said Jonathan Stone his proportion of the appraised value thereof, And it appearing to the satisfaction of the Court that the said John H. Stone and James G. Stone minors are non residents of this State, it is ordered that their respective portions of the appraised value thereof be paid into the hands of the Clerk of this Court, (who is ordered to give to said John H. Stone and James G. Stone immediate notice thereof) and pay the same over when properly demanded, and when so deposited, the said estate is hereby adjudged to the said Henry Fox and the said Sheriff is ordered upon the said payment to the Clerk being made to execute a deed in fee simple for the same to the said Henry Fox according to the Statute in such case made and provided, and it is further ordered that the costs and expenses of this suit including an attorney fee of fifteen dollars to Messrs Allison & Curry taxed to _____ dollars, be paid

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Abijah Gandy
or
Shepard Gandy
George W. Gandy &
Henry M. Gandy

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Abijah Gandy
vs
Shepard Gandy
George M. Gandy &
Henry A. Gandy

withintwenty days by the parties in the following proportions to wit; by the said
Henry for seven eighths thereof, and by the said John H. Stone and James H. Stone each
one sixteenth thereof and that in default that execution issue therefor.

Attest James Rinkadey clerk,

Pleas before his Honor James Herbert President and Sen. Philps, James Smith and William
M. Woods his associates judges at a Court of Common Pleas begun and held at the Court House
in the town of Marietta within and for the County of Union and State of Ohio on the twelfth
day of August in the year of our Lord one thousand eight hundred and fifty,
Be it remembered that heretofore, to wit, on the 21st day of November A.D. 1849, Abijah
Gandy, by P. P. Cook his solicitor filed in the Clerk's Office of said Court, his Bill
in Chancery in the words and figures following, to wit: To the Honorable the Judges
of the Court of Common Pleas within and for the County of Union and State of Ohio when in
Chancery sitting. Respectfully represents unto your honors your orator, Abijah Gandy of the
County and State aforesaid that on or about the year of 1826 or 1827 one Henry A. Gandy
then in full life but since deceased made a verbal contract with your orator to sell to
your orator the following land, to wit; part of survey No 3692 of one hundred acres
beginning at a stake in the centre of the Creek John Woods S.E. corner and line run
sing with old original line of survey No 3692 to the centre of the Bellfontane
Road thence along said at a stake in a line run in 1826 thence along said line
to the centre of the creek, thence down the creek with the meanders thereof to the
place of beginning. Your orator represents that that the said Henry A. Gandy was
his father and by said contract of sale agreed to let your orator have said land
for one half of the original purchase money paid by the said Henry A. Gandy, the
said original purchase money being one hundred & fifty dollars and conse-
quently the amount to be paid by your orator was seventy five dollars. Your orator
further represents that said Henry A. Gandy sold to your orator on such favorable
terms under pretence of aiding and assisting your orator from and in consequence
of natural affection to your orator and thereby agreed that your orator might
pay the same whenever he became able to do so without interest. And your
orator further represents that in pursuance of said agreement in the year 1827 or
1828 took possession of said land and has held uninterrupted possession of the same
until the present time and has made large ~~xxx~~ (lasting) and valuable improvements
thereon. And your orator further represents that on the 31st day of March in the year
1834 your orator paid on said land to the said H. A. Gandy the sum of thirty dollars
and took his written receipt the same acknowledging it as a payment on said
land, and also on the 22^d day of July 1834 your orator made an other payment
on same of twenty dollars and took a like receipt for same which receipts
are herewith filed marked (A) & (B) and made a part hereof. And your orator
further represents that in April 1846 he tendered to the said H. A. Gandy thirty
dollars for the balance of the purchase money aforesaid and demanded a deed
for said land but the said H. A. Gandy refused to accept said money or to make

a deed, and your Orator further represents that ever since said tender he has been ready, and willing to pay said money and still is, and your Orator further represents that the said H. H. Gandy on the 6th day of April 1834 made his last will and thereby devised and bequeathed to your Orator to George W. Gandy and Henry H. Gandy jr the said the said one hundred acres of land in common and in equal parts, thereby investing the said George W. & Henry H. Gandy jr with the legal title of two thirds of your Orator's said one hundred acres of land, thereby violating his said contract with your Orator for said land, your Orator further represents that since the death of his said father he has written to the said George W. & Henry H. Gandy jr requesting them to quit claim to him the title thus conveyed to them by said last will to the said land as they both knew of your Orator's said contract for said land with the said Henry H. Gandy sec^d and that said justly belonged to your Orator, but the said George W. & Henry H. Gandy have both neglected & refused thus far to comply with your Orator's most just and reasonable request in that behalf, your Orator therefore charges that he is ready to pay the balance of said purchase money and hereby brings the same into Court, your Orator further represents that Shepard Gandy has been appointed executor of the last will and testament of the said Henry H. Gandy sec^d and the prayer of this bill is that the said Shepard Gandy, George W. Gandy and Henry H. Gandy jr may be made defendants to this bill and that the said George W. & Henry H. jr may answer upon their corporal oaths the matter and things set forth in this bill and that they say first if they are or either of them do not know that the contract set out in this bill between your Orator & the said Henry H. Gandy for the sale of said land is not correctly stated in this bill - also that they answer, 2^d if your Orator did or did not request them to quit claim to him their title in said land as set & charged herein, and that they answer specifically all other matters and things herein set forth, your Orator therefore prays process of subpoena against Shepard Gandy, and publication as to George W. Gandy & Henry H. Gandy jr. who are non residents of the State of Ohio. And your Orator further prays that on final hearing the said George W. and Henry H. jr. may be decreed to convey to your Orator in fee simple all their interest claim and demand in and to said land by covenants of special warranty or by quit claim as to your honors may seem meet and proper and that your Orator may have such other & further relief as to your honors may seem equitable in the premises and as in duty bound your Orator will ever pray &c by P. W. his solicitor. Said Receipt marked (A) and filed as an exhibit herein reads in the words and figures following, to wit; "March 31st 1834 Then Received of Abijah Gandy thirty dollars towards paying for 100 acres of land where he now lives &c rec^d by Henry H. Gandy"; said Exhibit marked (B) reads in the words and figures following, to wit; "July 22. 1834 Then Received of Abijah Gandy twenty dollars towards his Advanced acres of land rec^d by Henry H. Gandy"; and afterwards to wit; on the 21st day of November A. D. 1834, the following subpoena in Chancery was issued to the Sheriff of Union County, to wit; "The State of Ohio Union County, ss. To the Sheriff of said County. Greeting be commands you to summon Shepard Gandy if he may be found in your bailiwick to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, forthwith, to answer a Bill in Chancery, exhibited against him by Abijah Gandy and that he shall in no wise omit, under the penalty of one thousand dollars: and have you then there this writ. Witness James Kirkcaldie

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jr. Clerk of said Court at Marysville, the 21st day of November A.D. 1849 James
 Minckade jr Clerk of Common Pleas, And afterwards, to wit, on the 26th day of November
 A.D. 1849 said Sheriff returned said writ with his endorsement thereon as follows, to
 wit: Served this writ November 24. 1849 by delivering to the within named Shepard
 Gandy, a certified copy thereof Philip Snider Sheriff by Am Wells deputy. And afterwards
 to wit on the 27th day of May A.D. 1850. the said Complainant filed herein proof of publi-
 cation of notice in the words and figures following, to wit: Personally appeared before me
 a Justice of the peace in and for the Township of Paris Union County, and State of Ohio
 David W. English and made solemn oath that the annexed advertisement was published
 in the Marysville Tribune (of which he is printer) published and in general circulation
 within said County of Union; for six consecutive weeks immediately after the 26th
 day of November A.D. 1849 David W. English sworn to and subscribed before me
 this 25th day of May A.D. 1850. James Larna J.P. said notice thereto attached reads
 in the words and figures following to wit: Notice Abijah Gandy vs Shepard Gandy,
 George Gandy, & Henry A. Gandy, jr. In Chancery. In Union Common Pleas the
 said George Gandy and Henry A. Gandy, jr. are hereby notified that on the 21st day of
 November A.D. 1849. Abijah Gandy of the County of Union and State of Ohio, filed in the Court
 of Common Pleas of said County, a bill in Chancery against the said Shepard, George, & Henry
 A. Gandy, jr. the object and prayer of which bill is as follows: First; said bill alleges that
 about the year 1826 or 1827. the said Abijah bought by verbal contract of Henry A. Gandy
 now deceased the following described land to wit: part of Survey No. 3698, situate in said
 County, on Bokes creek, beginning at a stake in the centre of the creek, John Woods S.
 E. Corner and line running with the old original line of the survey to the centre of the
 Bellefontaine Road; thence along said road to a stake to a line run in 1826; thence
 along said line to the centre of the creek; thence down the creek with meanders thereof
 to the place of beginning, containing one hundred acres. said bill further alleges that
 the said Abijah took possession of said premises about the year 1827. and has held
 uninterrupted possession thereof from that time to the present, and has made lasting
 and valuable improvements on the same, said bill also charges that the said Abijah, by
 the terms of said contract, was to pay seventy five dollars for said land so soon as he
 should become able to do so, and to pay no interest thereon. Fifty dollars of which purchase
 money is charged to have been paid to said Henry A. Gandy in the year 1834. - and
 it is further alleged in said bill that the said Abijah tendered to the said Henry
 A. Gandy thirty dollars as the balance of said purchase money in April 1846
 and demanded a deed for said premises, but that said Henry A. Gandy refused to
 make said deed or receive the money, - and that no conveyance has ever been
 made to the said Abijah for said premises, that he has at all times since and
 still is ready to pay said balance; said bill further charges that the said Henry
 A. Gandy in violation of his said contract made his last will, and thereby devised
 said land to the said George Gandy, Henry A. Gandy jr and to the complainant,
 in common, and in equal proportions. The said bill also charges that the said Abijah has,
 since the death of the said Henry A. Gandy, called upon the said George and Henry A. Gandy jr
 to quit claim to him their title thus acquired in said land, in consequence of his said
 contract for the purchase of the same - and that it is alleged they have neglected to do
 and the prayer of the bill is that the said George Gandy, and Henry A. Gandy jr
 may be made defendants to said bill, and be compelled to convey their title in said

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premises to the said Abijah Gandy. — And the said George Gandy, and Henry H. Gandy jr. are further notified that unless they appear and plead, answer, or demur, to said bill within sixty days after the next term of said court, the said Abijah Gandy, at the term next after the expiration of said sixty days will apply to the court to take the matters of the bill as confessed, and to decree thereon accordingly. P. B. Cook, Solicitor for Complainant. Attest, James Kimbade jr. Clerk, December 26, 1849, and after wards to wit: at the May term of said court A.D. 1850, to wit, on the 29th day of May A.D. 1850 Proof of Publication of notice to the Defendants proved and continued; And afterwards, to wit, on the 12th day of August A.D. 1850, Shepard Gandy one of the Defendants filed his separate answer herein in the words and figures following to wit: Abijah Gandy vs Shepard Gandy, et al, Union Court Pleas. The separate answer of Shepard Gandy Executor of Henry H. Gandy vis to the bill exhibited him and others by Abijah Gandy. For the said Shepard Gandy for answer to said bill now comes and says that the said complainant Abijah Gandy has been in possession of the land described in the bill for many years, that Defendant is not personally acquainted with the contract for the sale of said to the complainant but has heard the said Henry H. Gandy dead in his lifetime state that the land in question was sold by him the said Henry H. Gandy to the said Abijah Gandy many years ago that the said Abijah was to pay the Henry H. Gandy one half of the purchase money paid by said H. H. Gandy originally, for the land when he said Abijah should become able to do so, Defendant has understood that the said Abijah has made some payments on the land, but cannot say what amount he also was present & saw the said Abijah make a tender of some money to the said H. H. Gandy Dec^d in 1846, said at the time to be \$30, and was claimed by Complainant to be the balance due on the land, which the said H. H. Gandy deceased refused to receive, and having thus fully answered he prays to be dismissed. Shepard Gandy; And afterwards to wit: at the August term of said court A.D. 1850, to wit on the 15th day of August A.D. 1850, this day came the plaintiff by his solicitor, Shepard Gandy in his own proper person George W. Gandy and Henry H. Gandy, still failing to plead, answer, or demur to complainant's said bill, it is therefore ordered & adjudged and decreed that the same be taken pro confesso, against the said George W. Gandy and Henry H. Gandy, And thereupon this cause came on to be heard upon the bill. The answer of Shepard Gandy together with the Exhibits and testimony, and the bill taken as confessed against the said George W. Gandy and Henry H. Gandy and was argued by counsel on Consideration whereof the court find that the equity of the case is with the plaintiff, The court also find further 1st that the complainant did make a contract as set up in his bill with his late father Henry H. Gandy deceased for the land described in the bill, 2nd that the complainant paid his said father on said contract fifty dollars, and that twenty five dollars was the residue of the purchase money due from the complainant to his said father in full which amount the said complainant has brought into court, and the same is now in the hands of the Clerk of this court for the benefit of the estate of said Henry H. Gandy deceased, 3rd the court further find that the said Henry H. Gandy contrary to said agreement with the complainant did by his last will devise portions of the ^{said} land to the said

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George W. Gandy and Henry H. Gandy as charged by complainant in his said bill. It is therefore ordered adjudged and decreed by the court that the said George W. Gandy and Henry H. Gandy each release by quit claim deed to the said Abijah Gandy all the right title and interest both legal and equitable that they the said George W. Gandy and Henry H. Gandy each have in said land so described in the bill within thirty days from the signing of this court and in default thereof that this decree operate as such conveyance, And it is further ordered that the estate of Henry H. Gandy do pay the costs of this case within thirty days from the signing of this court.

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Attest James Kirkland of Clerk,

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