No. 50-CH-15

Union Common Pleas Court.

Wm McDonald Arthur
Plaintiff,

AGAINST

Allen Cliff Arthur,
Defendant.

NOV TERM. 1850

DECREE FOR PLAINTIF

Journal 4 Page 370

Record No. 6 Page 27

Ex. Doc. Page

Chy No 40

Admors of McArthur

vs

The Heirs

Cost Bill made
Record

Recorded

That all of said Defendants are non-residents of Union County Ohio, and the said Kercheval is a non-resident of the State of Ohio.

Your Petitioner is anxious to complete said Real Contract of said Decedent with the said John B Hyde, and for that purpose files this his petition, praying that said Defendants may each answer the same, and that upon the final hearing hereof, your Petitioner may be ordered to carry said premises to the said John B Hyde in compliance with the obligations of said Title Bond.

L A & J Conwin
Solrs for Petitioner.

Union Com Pleas
Adm of Mr Hughes
vs
The heirs
Petition to carry
Filed May 29. 1850
James Kirkpatrick Clk
Cost Bill made
Recorded
Hughes Solr.

To the Court of Common Pleas of Union County Ohio

William McDonald Administrator of Duncan McArthur deceased, respectfully represents that on the 27th day of December AD 1833 the said Duncan McArthur in his life time made and delivered to John B Hyde his certain title bond whereby the said Duncan McArthur bound himself to convey to the said John B Hyde by general warranty deed for the consideration mentioned 100 acres of land on Bokes Creek in Union County Ohio being part of survey No 3470 in the name of John Bowen, and Brown as Lot No 12, = the correct description of which is as follows.

Beginning at a stake, (the original marked trees fallen and gone) S E corner to Lot No 15 thence North 8° East 122 poles to two hickories and an elm South East corner to Lot No 9 thence with the line of Lot No 9 N 81° 15' W 127 poles to a Buck stump S E corner to Lot No 8 and N E corner to Lot No 11 thence with the line of Lot No 11 S 8° W 124 poles to two sugar trees S E corner to said Lot No 11, thence S 81° E 127 poles to the beginning, containing ninety seven acres & 101 poles. As will more fully appear by reference to said title bond and a plat of said premises herewith filed.

That the purchase money for said premises has long since been paid in full by the said John B Hyde, and that he is well entitled to a conveyance of said premises in fee simple.

That said Duncan McArthur died leaving Allen C McArthur, William M Anderson and Eliza his wife, John Walker and Frances his wife John A Kercheval Duncan M Coons and Effie E Allen children of Effie E Allen deceased, whose Guardian is William Allen, Nancy Gremble daughter of Mary McArthur deceased whose guardian is Cary A Trimble, Smith McArthur, William H McArthur and Nancy McArthur children of James McArthur deceased whose Guardian is ~~Cary A Trimble~~ Hugh McDonald, all of whom are made Defendants to this petition.

Min Con Pleas

McDonald adm.
of McArthur

v.

Heirs.

Petition to Convey to
Jno. B. Hyde,
Assignee of Defts.

Filed Nov. 18. 1850
James Kirkpatrick clk

Recorded

Wm McDonald Adm.
of D McArthur dec.d
v
Allan McArthur & others
heirs of said dec.d

Union Common Pleas

Petition to convey to Jno
B. Hyde,

The separate answer of Cary A Trimble for self and Nancy D Trimble his ward two of the defendants herein, these defendants for answer say that they know nothing of the contract in the petition set out, but state that, if the court find that said contract exists as therein stated they are desirous that the same should be carried into full effect and further say not.

Cary A. Trimble for himself
And as Guardian of Nannie McD. Trimble

Admr of

McArthurs

Heirs

vs

The Heirs

Filed Nov. 19. 1850

Jas Kirkpatrick Clerk

A faithful Copy of notice

T. G. Stevens

UNION COMMON PLEAS.—Petition to complete real contract, &c.—William McDonald, Administrator of Duncan McArthur, dec'd. vs. Allen C. McArthur, William M. Anderson and Eliza, his wife, John Walke and Frances, his wife, John A. Kercheval, Duncan M. Goons and Effie E. Allen, children of Effie E. Allen, deceased, and William Allen their Guardian, Nancy Grimke and Cary A. Trimble her Guardian, Smith McArthur, William H. McArthur and Nancy McArthur, and Hugh McDonald there Guardian, heirs and representatives of Duncan McArthur, deceased.

The said Defendants are notified, that on the 29th day of May, A. D. 1850, that said William McDonald, Administrator aforesaid, filed in the Office of the Clerk of the Court of Common Pleas of Union County, Ohio, his petition setting forth, a title bond of said Duncan McArthur, deceased, to John B. Hyde, dated December 27, A. D. 1833, for 100 acres of land therein, particularly described. That the price of said land has been fully paid by said John B. Hyde, and that he is entitled to have a conveyance thereof, and asking an order of Court, that Petitioner shall make such conveyance.

J. A. & I. CORWIN,
Sols. for Petitioner.

June 5, 1850. n38w 6pf.$5.20

William McDonald
administrator of
Duncan McArthur
vs
Allen C. McArthur &c
Trimble

In Chancery

I, C. S. Hamilton do solemnly swear that I am Editor & Proprietor of "the Marysville Tribune" a weekly newspaper published and in general circulation in Union County and the annexed notice was published in said paper for ~~three~~ six consecutive weeks prior to the 12 day of August A.D. 1850.

C S Hamilton

~~Sworn to and subscribed this 12th day of August 1850 before me & James M. Millikin J.P.~~

~~Fees 12½ pd by C S Hamilton~~

Sworn to and Subscribed before me this 19th day of November AD 1850

Jas Kirkpatrick jr clerk of Union Com Pleas

C 13-0

Chancery Case File

Case No. 1850-CH-0016

No. 50-CH-16

Union Common Pleas Court.

Peter Hayden
Plaintiff,

AGAINST

W E Lee, et al
Defendant.

JUN TERM. 1851

DECREE FOR PLAINTF

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Record No. 6 Page 123

Ex. Doc. Page

Chy No. ~~35~~ 31

Peter Hayden
vs
W & Lw et als

Cos & Bill made
Record

Recorded

Wm E. Lee

To } Mortgage

Peter Hayden

Filed for Record June 6th
1848 at 10½ o'clock A.M.
& Recorded June 14
1848. 9 o'clock A.M.
in Book 11. Page
448
James Turner
Recorder
11 60

fee 50
Receipt-ant

Know All Men by these presents that we William E Lee and Ann Mary Lee wife of the said Wm E. Lee of the County of Union and State of Ohio in Consideration of the Sum of Four hundred dollars in in hand paid by Peter Hayden of the County of Franklin and State aforesaid have bargained & sold and do hereby grant bargain and sell and convey unto the said Peter Hayden his heirs and assigns forever the following premises situate in the County of Union and State aforesaid as the Town of Marysville ~~and being~~ part of Lot (No 33) Thirty three in said Town beginning at the South East Corner of said Lot 4033 thence North with the street thirty four feet thence West to the Alley thence S. with the Alley thirty four feet. thence East to the place of beginning

To have and to hold said premises with the appurtenances to the said Peter Hayden his heirs and assigns forever; Provided Always and these presents are upon this Condition that whereas the said William E Lee hath executed his promissory note to the said Peter Hayden of even date herewith for the payment of four hundred dollars in one year from this date

Now if the said Wm E Lee shall pay said sum of money to the said Peter Hayden or his assigns when the same shall become due with interest then these presents to be void otherwise to remain in full force

In testimony whereof the Wm E Lee and Ann Mary Lee have hereunto set their hands and seals this 6th day of June 1848.

Wm E Lee (Seal)
Ann Mary Lee (Seal)

Executed in presence of
Joseph Gendfree
Joshua Marshall

The State of Ohio Union County ss

Before me Joshua Marshall Justice of the Peace in and for said County personally the above named Wm E. Lee and Ann Mary his wife and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed and the said Ann Mary 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 declared that she did voluntarily sign seal and acknowledge the same and that she is still satisfied therewith this 6th day of June AD 1848.

Given under my hand and seal this sixth day of June AD 1848

Joshua Marshall JP (Seal)

41

Union Com. Pleas

Peter Hayden
vs
William E Lee et al

Petition to foreclose
Mortgage

Filed May 29. 1850
James Kirkpatrick Clerk

Cost Bill made
Record

Recorded

Marysville Union Co- Ohio

One year after date I promise to pay Peter Hayden or bearer the sum of four hundred dollars value Rec bearing interest from date

May 6/48

Wm E Lee

Wm. E. Sr

Note $400

May 6. 1849

Marysville

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 Peter Hayden of the County of Franklin and State aforesaid, that on or about the 6th day of May A.D. 1848 one William C. Lee of the County of Union and State of Ohio (and whom your Orator prays may be made a party defendant to this Bill) executed a mortgage to your Orator in fee simple upon the following real estate, situate in the County of Union and State of Ohio, and in the Town of Marysville, to wit, being part of In Lot No. thirty-three in said Town; begining at the south east corner of said Lot No. thirty-three; thence North with the street thirty four feet; thence West to the alley; thence South with the alley thirty-four feet; thence East to the place of begining; and which mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of a certain promissory note of the said William C. Lee, of even date with said mortgage, for the sum of ($400.) Four hundred dollars, payable with interest thereon to your Orator on or before the 6th day of May A.D. 1849 then next ensuing.

And your Orator further represents that said mortgage was duly recorded in said County of Union &c. at nine o'clock forenoon on the 14th day of June A.D. 1848.

And your Orator further represents that the said sum of ($400.) Four hundred Dollars was not paid to your Orator at the time limited in said mortgage and that thereby the estate of your Orator became absolute at Law.

And your Orator further represents that since the execution and recording of said mortgage, the said William C. Lee has executed another mortgage on the same premises to wit, to William H. Frank of the said County of Union &c. (and whom your Orator prays may be made a party defendant to this Bill;) dated the 12th day of March A.D. 1849, for the sum of ($500.) Five hundred Dollars

And your Orator further represents that since the execution and recording of his said mortgage, several judgements operating as liens upon said mortgaged premises have been rendered against the said William C. Lee and others, as follows (to wit,

One on the Law side of this Honorable Court on the 29th day of June A.D. 1848. (against James Lee & William C. Lee) for the sum of ($391.20.) Three hundred and ninety-one Dollars and Twenty cents, with costs of suit in favor of Tweedy, Moulton & Plimpton of the City of New-York (and whom your Orator prays may be made party defendants to this Bill)

One on the Law side of this Honorable Court also, on the 29th day of June. A.D. 1848 (against Lee McLure & Co. for the sum of ($420.34) Four hundred and Twenty-four Dollars and Thirty-four cents with costs of suit, in favor of Tweedy, Jennings & Co. of the City of New-York (whom your Orator prays may be made party defendants to this Bill)

One on the Law side of this Honorable Court on the 19th day of September A.D. 1848. (against James Lee & William C. Lee) for the sum of ($551.45-) Five hundred and fifty one Dollars and Forty five cents with costs of suit in favor of S. D. & C. Jones of the County of Hamilton and State of Ohio. (and whom your Orator prays may be made party defendants to this Bill)

And your Orator further represents that the said sum of ($400) Four hundred Dollars with the interest accrued thereon is now due to your Orator on the security of said mortgaged premises; and that your Orator hath frequently, and in a friendly manner applied to the said William C. Lee and requested him to pay the same which he the said William C. Lee refuses to do.

May your Orator, therefore, prays process of subpoena against the said William C. Lee, William H. Frank, Tweedy, Moulton & Plimpton ~~and~~ Tweedy, Jennings & Co. and S. D. & C. Jones, and that they may on their corporal oaths to the best and utmost of their knowledge, remembrance, information, and belief, full true direct and perfect answers make to all and singular the matters aforesaid, and that an account may be taken under the direction and decree of this Honorable Court of what is due upon said mortgages and judgments and that the said William C. Lee may be decreed to pay what shall thus appear to be due with costs and in default of such payment that said mortgaged premises may be sold and the proceeds applied according to the rights of the respective parties, and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet, and he shall ever pray &c.

Cole & Coats Solicitors
for complainant

Issue a subpoena, against the said William E Lee, William H Frank, Tweedy, Mowlton & Plimpton, Tweedy, Jennings & Co. and J. L. & C Jones returnable forthwith. to the Sheriff of Union County

To the Clerk of Union Common Pleas

Dated the 29th day of May AD 1850.

Cole & Coats

Solicitors for Complainant

6	50
6	50
8	20
8	30
8	50
20	20
14	220
50	
50	
35	
10	
220	
80	
47	
300	
902	Clerk
1620	
300	
795	
3617	

Ad.
150
150
[illegible]
300

Printe	
225	190
275	65
300	90
795	48
	32
	2095
	1620

5 (1)

Filed July 1. 1857
D Kinkaid p CM

MASTER'S SALE.

Peter Hayden vs. Wm. E. Lee et al. } By virtue of an order to me directed in the above case, I will offer for sale at the door of Court House in Marysville Union county, Ohio, on the 30th day of June A. D. 1851, between the legal hours of ten o'clock A. M. and four o'lock P. M. the following described premises, to wit: situate in the county of Union and State of Ohio and in the town of Marysville, to wit: being part of inlot No. thirty-three in said town beginning at the south east corner of said l t No. thirty-three thence north with the street, thirty-four feet, thence west to the alley, thence south with the alley thirty-four feet, thence east to the beginning. Appraised at six hundred dollars.

W. C. MALIN, *Sheriff* and Special Master.

May 27, '5 pf$3,00n37w5.

Master's Sale
P. Hayden vs W. E. Lee

I do hereby certify that I am publisher and proprietor of the "Marysville Tribune" a weekly newspaper, published, and in general circulation, in Union County, and that the annexed notice was published in the same for four consecutive weeks prior to the 30th day of June AD 1851.

R. S. Hamilton

Sworn to and subscribed in open Court this first day of July AD 1851.

James Kirkpatrick for Clerk

Union Com Plas

Peter Hayden
Pltf, vs
Geo Geo et al
Defts

Order for Sale

Amt of decree $454.40
Costs 4.56
This writ .50

Filed Oct 19 1850
James Rickard Clk

Ex'd Nov 1 1850

Recorded

Order & costs paid
in cash

Received this writ September 19th 1850 ~~had the~~ within described property appraised September 24th 1850 by the oaths of John Johnson, James Turner and Thomas Turner at $1000.00 and forthwith delivered a certified copy of said Appraisement to the Clerk of the Court from whence this writ issued I advertised the same to be sold on the 26th day of October 1850 between the hours of ten O.clock A.M. and four O.clock P.M. at the door of the Court house in Union County by publication in the Marysville Tribune a Newspaper published and in general circulation in said county for 30 days previous to the said 26th day of October. at said time and place I offered the same for sale by public Auction. not sold for want of bidders. Fees = mileage 5
service 35
Inquest 1.00
copy Apprst 25
Apprs fees 1.50
advertising 25
Pr fee 2.25 paid by Complts Attys
Philip Snider Sheriff

The State of Ohio Union County, ss.

To the Sheriff of said County Special Master &c. Greeting:

Whereas at the August Term of the Court of Common Pleas. Continued and held on the 14th day of August A.D. 1850, in a certain Cause in Chancery therein pending wherein Peter Hayden, Complainant and William E. Lee, et al defendants. 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 and State of Ohio, and in the Town of Marysville, to wit, being part of In lot No thirty three in said town begining at the south east Corner of said lot No thirty three, thence north with the street thirty four feet, thence west to the Alley, thence south with the alley thirty four feet, thence east to the place of begining; To satisfy the said Complainant in the sum of Four Hundred and fifty four dollars and forty Cents, with interest thereon from the said 14th day of August A.D. 1850 until paid, together with the Costs of Suit taxed at $5.56 and the accruing Costs, and make report of your proceeding herein to the next term of said Court.

Witness James Kinkade Jr Clerk of said Court at Marysville this 19th day of September A.D. 1850

James Kinkade Jr Clerk

Union Common Pleas

Peter Hayden
vs
Wm Dec et al

Alias Order for Sale

Amt of Decree	$454.40
Costs	4.56
Increased Costs	6.60
This writ	.50

Filed March 26. 1851
Wm Bartlett Jr Clk

Dr Dr J. 1851

Recorded

Colly Costs extra
for compl

Received this writ January 20th 1851
In obedience to the within comandred i advertised the premises in the Bill described in the Marysville Tribune a news paper published and in general circulation in union County ohio for at least 30 days previous to the day of Sale, I afterwards to wit on the 7th day of March 1851 it being the day i advertised the same to be sold between the Legal hours of 10 oclock A M and 4 oclock P M offer the same for Sale at the door of the Court house in said County by Public auction and not sold for want of Bidders

Fees		
	Mileage	03
	Levis	35
	Advertising	25
	Pr Fee	2,75

William C Mulen Sheriff & Spec Master

The State of Ohio Union County ss.

To the Sheriff of said County Special Master &c. Greeting:
Whereas at the August term of the Court of Common Pleas
Continued and held on the 14th day of August A.D. 1850.
in a certain Cause in Chancery therein pending
Wherein Peter Hayden Complainant and William
E. Lee et als. defendants, 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 and
State of Ohio. and in the Town of Marysville to wit being part
of In Lot. No. thirty three in said Town begining at the South east
Corner of said lot No thirty three: thence north with the Street
thirty four feet: thence west to the Alley: thence South with
the Alley. thirty four feet: thence east to the place of begining:
To Satisfy the said Complainant in the sum of Four
hundred and fifty four dollars and forty Cents. with
interest thereon from the said 14th day of August A.D. 1850.
until paid. together with the Costs of Suit taxed at $4.56
and also the further Sum of $6.60 ~~the Costs of increase~~
the increase Costs on said decree; and the accruing
Costs. and make report of your proceeding herein to the
next term of said Court

Witness James Kinkade jr Clerk of said Court
at Marysville this 20th day of January A.D.
1851.

James Kinkade jr Clerk

Union Com Pleas

Peter Hayden
v
Wm & James Lee
and others

Answer of
J. D. L. C. Jones

Filed Nov. 18, 1850
Jas Kinkade Jr clk

Recorded

Measure Sal

Peter Hayden
v
Wm E Lee James Lee and others,

Union Com Pleas
In chancery
The separate answer of John D & C Jones to the bill of complaint intitled against them and others, for answer thereto or to so much thereof as they are advised is material for them to make answer to say, that as to matters charged in say bill, touching the execution of the mortgage to the complainant Hayden, these respondents know nothing except what they see from the files of the papers in the case, Nor do respondents know any thing of the mortgage of the defendants Wm E & James Lee, to William H French, nor the judgements in favor of Tundy Moulton and Plimpton, and Tundy Jennings & Co against the said Wm E and James Lee, except the allegations in the complainants bill,

Respondents further state, that as they are advised and believe, they have a judgement against the said Wm E. & James Lee, bearing date september the 19, 1848, for the sum of $551.45. That said judgement is in full force, and unsatisfied in whole or in part, That execution has issued on said judgement which is a lien, as they are informed and believe on the premises in the bill mentioned before and prior to any and all others, except the mortgage to the complainant Hayden, Respondents therefore insist, that on a distribution of the proceeds of the sale of the mortgaged premises the judgement of respondents may be paid in full, and having fully answered pray to be dismissed with costs,

Measell Sal for
J. D. & C. Jones

Union Common Pleas

Peter Hayden
vs
Wm. C. See et al

Order for Order of Reappraisement

Amt. of decree $454.40
Costs
Interest
This writ

Issued June 3, 1857.

Filed July 1, 1857
D. Kirkpatrick Clerk

Recorded

Cited costs & attd for Complt

Received this writ April 28th 1857

Agreable to the Command of this writ i hold the within described Real estate appraised on the 29th day of April AD 1857 by the oaths of Cornelius V Humbleton Jeremiah Curl and Stephen Wingett, at Six hundred dollars, and filed a copy of said appraisment with the Clerk of the Court, from which this writ issued, and the same advertised by publication in the Marysville Tribune a news paper 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 30th day of June AD 1857 it being the day i advertised the same to be sold between the legal hours of ten and four o'clock P M of said day offered the said real estate for sale by public outcry at the door of the court House in said County, and sold said Real Estate to Phillip Snider for five Hundred dollars he being the best and best bidder therefor and it being More than two thirds the appraised value thereof

July 1st 1857

Fees Milage	5
Levis	35
Inquest	1.00
Copy appraisment	30
Advertising	25
Poundage	10.00
Appraisers fee	1 50
Printers fee	3.00
	$16.45

William C. Mulin Sheriff and Special Master

The State of Ohio Union County ss.

To the Sheriff of said County Special master &c. Greeting:

Whereas at the August term of the Court of Common Pleas, continued and held on the 14th day of August A.D. 1850. in a certain Cause in Chancery therein pending wherein Peter Hayden Complainant and William E See et als defendants. 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 and State of Ohio. and in the town of Marysville to wit being part of Sulot No thirty three in said town beginning at the South east Corner of said lot No thirty three; thence north with the street thirty four feet: thence west to the Alley: thence South with the Alley thirty four feet: thence east to the place of beginning; and that you have the same reappraised to satisfy the said Complainant in the sum of Four hundred and fifty four dollars and forty cents. with interest thereon from the said 14th day of August A.D. 1850 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 also that you have the same reappraised~~, and make report of your proceedings herein to the next term of said Court

Witness James Kinkade Jr Clerk of said Court at Marysville this 28th day of April A.D. 1857.

James Kinkade Jr Clerk

Union Common Pleas

Peter Hazelen
vs
William E Lee et al

Copy of Appraisement

Filed April 29. 1857
Jas Kirkpatrick p Clerk

Peter Hayden
vs
William E Lee et al

We the undersigned having been called upon by William C Malin Sheriff of Union County Ohio to appraise the following described Premises to wit situate in the County of Union and State of Ohio and in the town of Marysville, being part of in Lot No thirty three in said Town beginning at the Southeast Corner of said lot No thirty three thence north with the Street thirty four feet thence west to the alley thence South with the alley thirty four feet thence east to the place of Beginning

After having been duly sworn by said William C Malin Sheriff and upon actual view of said premises we do appraise the same at Six hundred Dollars given under our hands and seal this the 29th day of April AD 1837

Appraisers Fee $1.50

Stephen Winget (Seal)
Jeremiah Curl (Seal)
C. L. Hamilton (Seal)

The State of Ohio union County ss

Personally appeared before me William C Malin Sheriff of Union County Ohio the above named C L Hamilton Jeremiah Curl and Stephen Winget and made solemn oath to discharge the duties of Appraisers of the above described real Estate impartially according to law and the best of there abilities given under my hand and seal this the 29th day of April AD 1837

William C Malin Sheriff (Seal)

I certify the above to be a true Copy of the original Appraisement

William C Malin Sheriff

Union Com. Pleas

Peter Hogden
vs
William E. Lee et al

Sub in chy

Filed May 29. 1850
Philip Reed Sh C P

Recorded

Cal. & Coats retention
Peter

Served this writ May 29th 1850 by delivering to the within named William E. Lee and William H. Frank each a certified copy thereof. Remaining defendants not found.

Fees = mileage 5
service 55
copies 30 = 90

Philip Snider Sheriff

We acknowledge service of the within writ June 5th 1850
Lowrey, Lemmon & Co.
Lowrey, Moulton & Plimpton
By Allison & Curry
their Attys

We acknowledge service of this writ Sept 20. 1850.
Alexander & Gates

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William E. Lee. William H Frank, Incedy Moulton & Plimpton, Incedy Jennings & Co and I D & C Jones.

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, ~~on the first day of the next Term thereof~~ forthwith, to answer a Petition Bfore close Mortgage ~~in chancery~~, exhibited against them by

Peter Hogden

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 29th day of May A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Union Com. Pleas

Praecipe

Filed Sept 17. 1850
J Kirkadd for CMB

Coles & Coates

Peter Hayden
vs
William E Lee et al } In Chancery

Issue an order of sale in the above case directed to the Sheriff of Union County Ohio.

To the Clerk of Union Common Plea.
Dated September 17th 1850

Cole & Coats
Attys for
Plaintiff

554.40

Surv certificate
1851

P. Snider

#1828
45 ac.
" 1870

Filed July 4, 1857
J Kirkwood for clerk

Auditor Office Union County Ohio

Marysville January 13th 1851

I hereby certify that 34 feet front (on main Street) on the South side of In Lot No. 33 in the Town of Marysville (said County) was this day sold for taxes to Philip Snider for the sum of Eighteen Dollars sixteen cents & four mills ($18.16.4) being a part of a Town Lot entered for taxation in the name of William E. Lee.

$18.16.4
10 certificate
18,26 4

Andrew McNeil
County Auditor

Nevin Com Plea

Peter Hayden
vs
Wm E Lerval

Praecipe

Filed January 20. 1851
J Minkade jr clerk

Peter Hayden
vs
William E. Lee et al. } Union Common Pleas
In Chancery

Issue on alias order, in the above case, directed to the Sheriff and special Master.

To the Clerk of the Court of
Common Pleas, of Union
County Ohio
January 20th, A.D. 1851. } Cole & Coats
Att'ys for Plaintiff

d April 28, 1851

nes Knickade fer

P. Hayden
vs
Wm E Lee et. al.

Foreclosure

Agree on order of sale in this case.

J. Hinkle for Chr
April 28 1857

Leale & Coats
Atts for Plff

Peter Hayden
vs
Wm E. Lee et al

Appraisment
Real estate

Filed Sept 26. 1850
James Kirkade Jr clerk

We the undersigned having been called upon by Philip Snider Sheriff of Union County, Ohio. to appraise the following described premises, to wit; Situate in the County of Union and State of Ohio, and in the Town of Marysville, to wit; being part of In lot No. thirty three in said Town, begining at the South east corner of said lot No. thirty three, thence north with the Street thirty four feet, thence west to the Alley, thence South with the Alley thirty four feet, thence east to the place of begining. After having been duly sworn by said Philip Snider Sheriff and upon actual view of said premises we do appraise the same at one thousand dollars.
Given under our hands and seals this 24th day of September A.D. 1850

John Johnson (Seal)
James Turner (Seal)
Thomas Turner (Seal)

Appraisers fees $1,50

The State of Ohio, Union County, S.S.
Personally appeared before me Philip Snider Sheriff of Union County, Ohio, the above named John Johnson, James Turner, and Thomas Turner and made solemn oath to discharge the duties of appraisers of the above described real estate impartially according to law and the best of their abilities. Given under my hand and seal this 24th day of September A.D. 1850

Philip Snider Sheriff (Seal)
of Union County, Ohio.

I, certify the above to be a true copy of the original appraisement
Philip Snider Sheriff

Peter Hayden
vs
Wm E. Lee et al

Appraisement
Real Estate

Copy filed Sep 25.
1850 Philip Snider Sheriff

We the undersigned having been called upon by Philip Snider Sheriff of Union County, Ohio. to appraise the following described premises. to wit; Situate in the County of Union and State of Ohio, and in the Town of Marysville, to wit; being part of In Lot No thirty three in said Town, begining at the south east corner of said lot No thirty three; thence north with the Street thirty four feet, thence west to the Alley. thence south with the Alley thirty four feet thence east to the place of begining. After having been duly sworn by said Philip Snider Sheriff and upon actual view of said premises we do appraise the same at one thousand dollars. Given under our hands and seals this 24th day of September A.D. 1850

John Johnson (Seal)
James Turner (Seal)
Thomas Turner (Seal)

Appraisers fees $1,50

The State of Ohio Union County, S.S.

Personally appeared before me Philip Snider Sheriff of Union County, Ohio. the above named John Johnson James Turner and Thomas Turner and made solemn oath to discharge the duties of appraisers of the above described real estate impartially according to law and the best of their abilities. given under my hand and seal this 24th day of September A.D. 1850

Philip Snider Sheriff (Seal)
of Union County, Ohio.

Chancery Case File

Case No. 1850-CH-0017

No. 50-CH-17

Union Common Pleas Court.

George W Lord
Plaintiff,

AGAINST

James S Alexander
Defendant.

JUN TERM. 1851

DECREE FOR PLAINTIF

Journal 5 Page 58

Record No. 6 Page 123

Ex. Doc. A Page 78

pr decree
notes not exec
herein
pr conf. of sale

Chy No ~~51~~ ~~42~~ ~~36~~.
32,

George W Ford
vs
Jas L Alexander

Mtn. decree

Cost-Bill made
Record —

Recorded

Union Com Pleas

George W Lord

vs

James S Alexander

Bill in Chancery

Filed May 30. 1850
James Kirkpatrick p MR

Cost to be made
Record —

Recorded

Allison & Curry

To 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 George W Lord of the City of Philadelphia in the State of Pennsylvania that on or about the first day of October A.D. 1847 one James S. Alexander, of the County of Union, Ohio, (and whom your Orator prays may be made a party defendant to this Bill) executed a mortgage to your Orator, in fee simple upon the following real estate, situate in said County of Union, to wit, the East half of Sn Lots No. 10. and No. 15 in the Town of Marysville, in the County of Union and State of Ohio. Being that part of said Town of Marysville called the Military Square, together with the appurtenances thereunto belonging, and which mortgage, bearing date the day and year last aforesaid, was executed as aforesaid, in order to secure the payment of two several notes of hand of the said James S. Alexander of even date with said mortgage, for the sum of fifty dollars each, with interest from the date thereof, one payable in one year and the other in two years from the date thereof, to your Orator, which were given for the money for said premises

And your Orator further represents that the said sum of $100 covered by said two notes was not paid to your Orator, or any part thereof, at the times limited in said mortgage, and 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 $100, together with a considerable arrear of interest accrued thereon is now due to your Orator on the security of said premises, and that your Orator hath frequently, and in a friendly manner, applied to the said James S. Alexander and requested him to pay the same, or to release his equity of redemption in said mortgaged premises, which the said James S. Alexander refuses to do.

Your Orator therefore prays for process of subpoena against the said James S. Alexander and that he may, to the best of his knowledge, remem

= brance, information and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid: and that an account may be taken under the direction and decree of this Court, of what is due to your Orator upon the said mortgage; and that said James S. Alexander may be decreed to pay unto your Orator what shall thus appear to be due, with the costs of this suit, by a short day to be appointed by this Honorable Court, your Orator being ready and willing, and hereby offering, on being paid his said money and interest and costs, at such appointed time to recover said mortgaged premises to the said James S. Alexander as this Court shall direct; and that in default of such payment, the said James S. Alexander and all persons claiming under him, may be absolutely barred and foreclosed of and from all right and equity of redemption in and to said mortgaged premises, and ~~may deliver up to your Orator~~ that the same may be sold, and the proceeds applied to the payment and discharge of your Orators said debt, interest and costs: and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet: and he shall ever pray &c.

Allison & Curry Solrs
for Complt.

The Clerk will issue Subpoena to James S. Alexander returnable forthwith —
May 30th 1850

Allison & Curry

L. S. Alexander
To Mortgage
G. W. Lord

Filed & Recorded
Nov 1st 1847. 10 o'clock
A. M.
James Irwin
Recorder

Fee 50

KNOW ALL MEN BY THESE PRESENTS,

THAT ~~we~~, I James S Alexander ~~and~~ of Union County Ohio ~~wife of said~~ in consideration of the sum of one hundred dollars in hand, paid by George W Lord do hereby remise, release and forever quit claim, unto the said George W Lord his heirs and assigns, forever, all my title, interest, and estate, legal and equitable, in the following premises with the appurtenances, situate in the county of Union, and State of Ohio, and bounded and described as follows; Being the East half of In Lots No 10 and 15. in the Town of Marysville Union County Ohio. Being that Part of said Town of Marysville called the Military Square. To have & to hold said premises with the appurtenances unto the said George W Lord his heirs & assigns forever Provided always & these presents are upon this condition. that whereas the said James S Alexander has Executed to the said George W Lord his two promissory notes bearing even date here with for the following sums of money one note for fifty dollars Due one year from date & one note for ~~ty~~ fifty dollars Due Two years from date Both notes bearing interest from date. now if the said James S. Alexander shall well and truly pay said sums of money to said George W Lord or his heirs or assigns when the same becomes due with their interest then this obligation to be null & void otherwise to be & remain in full force

In testimony whereof ~~I~~ we have hereunto set ~~our~~ my hand~~s~~ and seal~~s~~ this first day of October A. D. 1847

EXECUTED ~~IN PRESENCE~~ OF

G. A. Capel
James Turner

J. S. Alexander [SEAL] see [SEAL]

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 S Alexander ~~wife~~, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed; ~~and the said~~ ~~being at the same time examined by me, seperate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith~~; this first day of October A. D. 1847

James Turner J.P. [SEAL.]

Union Com Pleas

George W Lowe
vs
James S Alexander

Debt in ck

Filed May 30. 1850
James Rinebarger Clk

Recorded

Allen Lewis atty
for Compt

Served this writ by delivering to the within named James S. Alexander a certified copy thereof.

Fees = mileage 5
Service 35
Copy 15 = 55

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James L. 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, ~~on the first day of the next Term thereof~~ Forthwith, to answer a Bill in chancery, exhibited against him by George W. Lord

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of May A. D. 1850

James Kinkade Jr
Clerk of Common Pleas.

Geo. W. Ford
vs.
Jas. D. Alexander

Praecipe for copy of Order of Sale.

Filed May 17. 1851
Jas Kirkpatrick for clerk

Geo. W. Lord } Union Com Pleas :
vs. } In Chancery
Jas. S. Alexander } Decree at Aug. Term 1850

Issue Copy of Order of Sale in this Case

Allison & Curry
Attys for Plff.

To the Clerk of }
Union Com Pleas }
Dated May 19th 1851.

Filed Nov. 26, 1850
J Kinkade Jr Clerk

George W Lord
vs
James S Alexander

Levee in Union Com Pleas

Issue an Order of Sale in this case

To James Kinkade Jr
Clerk
Nov 26th 1850

Allison & Berry
Attys for Compt

J. S. Alexanders
Notes to
G. W. Lord

Twelve months after date I promise to pay George W Lord or bearer fifty dollars for value Recein with interest October 1st 1847

N. S. Alexander

Two years after date I promise to pay George W Lord or bearer fifty dollars for value Recein with interest Oct 1st A D 1847

N. S. Alexander

Filed July 9. 1887
J Kinkade Clk

GEORGE W Lord vs James S Alexander. By virtue of an execution to me directed from the court of common pleas of Union county Ohio, I will offer for sale at the door of the court house on the 30th day of June A D 1851 in the town of Marysville Union county Ohio, between the legal hours of 10 o' clock A M and four o'clock P M, the following described real estate, to wit. the east half of in-lot no 10 and 15 in the town of Marysville in the county of Union and State of Ohio, being in that part of said town of Marysville called the military square, appraised at two hundrea and twenty-five dollars.

W. C. MALIN, *Sheriff*
and Special Master.

May 27, '50 (pf$3,00)n37w5.

I hereby certify that I am publisher and proprietor of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County, and that the annexed notice was published ~~two~~ five consecutive weeks in the same prior to the 30th day of June A.D. 1851

Lee Hamilton

Sworn to and subscribed in open court this 9 day of July 1851

J Kirkpatrick p.clerk

Union Com Pleas

George W. Lord
vs
James Alexander
order for sale

Filed July 1. 1857
Oliver Lady p clerk

Issued 1857

Returned

Allen Glenn Sheriff
Compl for

Received this writ May 19th 1857
In obediance to the within command I advertised the within described Real Estate for sale by publication in the Marysville Tribune a newspaper published and and in general circulation in union county Ohio for more than thirty days previous to the day of sale I afterwards to wit, on the 30th day of June AD 1857 between the legal hours of ten oclock AM and four oclock PM offered said Real Estate for sale, by public outcry at the door of the Court House in said County, and sold said real Estate to James Turner For one hundred and fifty dollars he being the liest and best bidder there for and it being ~~[illegible]~~ thirds of the of the appraised value there of,
June 30th 1857

Fees Mileage 5—
Serv 35—
Advertising 25—
Poundage 300
Printers fee 300
$6.65—

William le Mulin Sheriff and
Special Master

The State of Ohio Union County ss.

To the Sheriff of said County Special Master &c. Greeting:

Whereas at the August Term of the Court of Common Pleas, Continued and held for said County on 14th day of August A.D. 1850. in a certain Cause in Chancery therein pending wherein George W Lord Complainant, and James S Alexander defendant, the Court Ordered and decreed that you expose to Sale the premises in the Bill described as follows, to wit: Situate in said County of Union, to wit: the east half of In lots No. 10 and No. 15, in the town of Marysville in the County of Union and State of Ohio, being in that part of said town of Marysville called the Military Square, together with the appurtenances thereunto belonging, to satisfy the said Complainant in the sum of One hundred and Seventeen dollars and eighteen cents with interest thereon from the 13th day of August A.D. 1850. until paid, together with the costs of suit taxed at $ and the accruing Costs, and make report of your proceedings herein to the next term of said Court.

Witness James Kirkpatrick Jr clerk of said Court at Marysville this 19th day of May A.D. 1857.

James Kirkpatrick Jr clerk

Union Common Pleas

George W. Lord
vs
James S. Alexander

Amt of Execution $117.18
Costs 4.34
This writ .50

Filed April 15th 1857
D. McRoberts Jr Clerk

Recorded

Allison Young Atty for Compl.

Received this writ November 28th 1850
In obedience to the with in command I had the premises in the written described Bill Appraised on the 17th day of December AD 1850 by the oaths Charles Rathbun John Cassil and James E. Harriott at two hundred Twenty five dollars and delivered a certified copy thereof to the clerk of the Court from whence this writ issued advertised the same for sale by publication in the Marysville Tribune a newspaper published and in general circulation in union County ohio for at Least 30 days Previous to the day of sale Afterwards towit on the 29 day January AD 1851 it being the day I advertised the same to be sold between the legal hours of 10 o'clock A.M. and 4 o'clock P.M. offered the same for sale at the door of the Court House in said county by Public auction and not sold for want of bidders

Fees
Mileage 5
Levis 35
Copy of Appraisement 20
Advertising 25
Appraisers Fee 150
Prin Fee 250
Inquest 100

William C. Malin Sheriff & Special Master

The State of Ohio Union County, ss.

To the Sheriff of said County Special Master &c Greeting:

Whereas at the August term of the Court of Common Pleas. Continued and held on the 14th day of August A.D. 1850. in a certain Cause in Chancery therein pending wherein George W. Lord Complainant and James S. Alexander defendand. the Court Ordered and decreed that you expose to sale the premises in the Bill described as follows to wit. Situate in said County of Union. to wit. the east half of In lots. No. 10 and No 15 in the town of Marysville in the County of Union and State of Ohio. being in that part of said town of Marysville called the Military Square. together with the appurtenances thereunto belonging. to satisfy the said Complainant in the Sum of One hundred and Seventeen dollars and eighteen cents with interest thereon from the 12th day of August A.D. 1850 until paid. together with the Costs of Suit taxed at $4.21 and the accruing Costs. And make report of your proceedings herein to the next term of said Court.

Witness James Kirkade Jr Clerk of said Court at Marysville this 28th day of November A.D. 1850.

James Kirkade Jr Clerk

Chancery Case

1850-CH-0018

located with

Supreme Court Case

1850-SC-0005

No. 50-CH-19

Union Common Pleas Court.

Lyman Lockwood
Plaintiff,

AGAINST

Samuel J. Kirk
Defendant.

NOV TERM. 1852

NOV TERM. 1852

JUDGMENT VS DEFENDANT

$54 81

Journal 5 Page 169

Record No. 6 Page 319

Ex. Doc. A. Page 262

A 22

Lyman H Lockwood

Samuel J Kirk

Cut piece made

Nov 1 1

Recorded

Union Com. Pleas

Lyman H. Lockwood

vs

Samuel J. Kirk

Bill in Chancery

Filed May 31, 1850
James Kirkpatrick p CR

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 to your Honors your Orator Lyman H Lockwood of the County of Union and State of Ohio aforesaid. That on or about the 15th day of March A.D. 1849 Samuel J Kirk of the County of Union and State aforesaid (and whom your Orator prays may be made a party defendant to this Bill) And your Orator placing mutual confidence in each other entered into ~~Co-partnership~~ an agreement to become Co-partners in the purchase and profits arising from the use of a Stud horse (of which the said Samuel J Kirk before that time was the proprietor) under the following conditions (to wit) Your Orator to pay the said Samuel J Kirk the sum of ($67.50) Sixty-seven Dollars and fifty cents for one-half the value of said ~~horse~~ horse and Stand said ~~horse~~ horse in Muskingum County and State of Ohio during the season of the year 1849: the expences of keeping and standing to be borne in equal proportions and the profits to be shared equally between each Co-partner, and the said Samuel J Kirk was to pay your Orator one-half wages during the season for the labor of standing said ~~horse~~ horse

And your Orator further represents that said Co-partnership business commenced on ~~the said~~ or about the said 15th day of March A.D. 1849, and has never been ~~[illegible]~~ settled up

And your Orator further represents that in accordance with said agreement he paid the said Samuel J Kirk the sum of ($47.00) Forty-seven Dollars, as part of the said sum of ($67.50) Sixty-seven Dollars and fifty cents agreed to be paid to the said Samuel J Kirk for the one-half of said ~~horse~~ horse

And your Orator further represents that in accordance with said agreement as aforesaid he took said ~~horse~~ horse to Muskingum County &c. and continued there during the season of mares, and returned to Union County and State of Ohio on or about the 1st day of July A.D. 1849. And your Orator further represents that the expences ~~and labor of~~ standing said ~~horse~~ horse during said season amounted to ($13.00) Forty-three Dollars exclusive of the labor of standing &c. which was paid by your Orator, with the exception of ($7.00) seven Dollars that was paid by the said Samuel J Kirk

And your Orator further represents that the labor of standing said ~~[illegible]~~ horse during said season, as per agreement amounted to ($35.00) Thirty-five Dollars.

And your Orator further represents that the amount charged on book in favor of said Copartnership, during said season, amounted to ($150.00) one hundred and fifty dollars of which your Orator has collected about ($45.00) ~~Forty-five~~ Dollars, and the ballance is not collectable

And your Orator further represents that, ~~the~~ his return from Muskingum County at the close of said season, the said Samuel I Kirk sold said ~~[illegible]~~ horse and appropriated the proceeds of the sale to his own use and refuses to account for the same

And your Orator further represents that there has not been any settlement or adjustment ~~between~~ your Orator and the said Samuel I Kirk, of the said copartnership concern or business and that the same is still open and unliquidated, and that ~~there is a~~ considerable amount is now due the copartnership, from the said Samuel I Kirk, individually, and much more than his share ~~or proportion~~ of the copartnership funds; and though, often requested by your Orator to settle and account for the same, yet he the said Samuel I Kirk hath wholly neglected and refused to do so.

Your Orator therefore prays process of subpoena against the said Samuel I Kirk and that he may on his corporal oath, to the best and utmost of his knowledge remembrance information and belief, full true and perfect answer make to all and singular the matters aforesaid. and that an account may be taken under the direction and decree of this Honorable Court, of what is due said copartnership from the said Samuel I Kirk, and that the said Samuel I Kirk, ~~be decreed~~ to pay ~~the~~ what shall thus appear to be due to your Orator from him, the said Samuel I Kirk, and that your Orator may have such other and further relief in the premises as to your Honors shall seem meet, and he shall ever pray &c

Cole & Coats

Solicitors for Complainant

I find by the testimony that Lockwood should be allowed for the expenses of keeping the Horse the sum of ——— $38.00
And that he is entitled to 3½ months wages at $5. per month 17.50
$55.50

And that Kirk should be credited for the amt recd by Lockwood $48.50
and also for the amt advanced by him for keeping said Horse 7.00
55 50

I therefore find that there is due from said Samuel J. Kirk to the said Lyman H Lockwood the sum of $34.81. being the amount of said Lockwoods portion ~~of xxxx xxxxx~~ arising from the sale of said Horse,

All which is Respectfully submitted

James M. Wilkinson Master Com.
Union Com Pleas

Master Commissioners fees $5.00

Union Com Pleas
L. H. Lockwood
vs
Samuel J. Kirk
Master's Report

Filed April 17. 1857
James Kilbreth jr Clk

3

Lyman H. Lockwood
vs
Samuel J. Kirk
=ioner

Union Com Pleas

On Reference to the Master Commis

The undersigned to whom was referred the above case reports that after due notice being given to the parties. He proceed on the 12th day of April 1851 to Examine the parties (Lyman H Lockwood and Samuel J. Kirk under oath touching the matters in dispute. and after a careful Examination. I find that the said Samuel J. Kirk sold one half of a certain Stud Horse to the said L. H. Lockwood sometime in March 1849 for the sum of $67.50
Making the value of said Horse as then Estimated $135.00
That said Lockwood paid Kirk on the purchase of said Horse the sum of $47.00
Leaving the interest of Kirk in said Horse. as follows

One half of the value thereof	67.50
And as due from Lockwood	20.50
Making Kirk's whole interest	$88.00

That said Kirk afterwards sold said Horse for the sum of $100.00
Making a loss of $35.00 on the Estimated value of said Horse
Kirk's interest then being $88.00 a proportionate share of his loss would be $22.81
Lockwoods interest being $47.00 his proportionate share of the loss will be 12.19
Leaving Lockwoods share in the proceeds of the sale of said Horse $34.81.

The services of Horse during the season. charged on the books as rendered by said Lockwood amounts to ——— $92.00
For which Lockwood acknowledges the receipt of 48.50
Leaving a ballance uncollected as stated by Lockwood of $43.50
Which amount the said Lockwood (with the Exception of a charge against one Beal Adams of $3.00) claims is uncollectable in consequence of failure of. insurances the insolvency of the debtors &c. It does not appear that there has been any effort to collect any of these debts by due course of Law. on the part of either of the parties. nor does it appear that either of them were bound to collect them, I therefore think that the amount uncollected should be Equally divided between the parties.

Union Com. Pleas

Lyman H. Sackett
vs
Samuel J. Kirk

Writ of ch

Filed May 31, 1850
James McRae pl'ff

2

Colby Coates Atty
for Compt

Served this writ May 31st 1850 by delivering to the within named Samuel J. Kirk a certified copy thereof.

Fees – mileage 40
copy 15
service 35 = 90

Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Samuel L. Kirk

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~~ forthwith, to answer a Bill in chancery, exhibited against him by Lyman H. Lockwood

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 31st day of May A. D. 1850

James Kinkade jr Clerk of Common Pleas.

and comparing them with said book of Accts both are invalidated;
Said Lockwood says in his sworn statement that said charges in said book were all made on the day when services was rendered or not over one day after. He also says that the season of said horse ended on the last Friday in June, and that the horse was brought away at that time But the book shows charges as late as the 14th of July; and said Lockwood in another part of his statement shows that he was well aware of that fact.
There is, therefore a deliberate contradiction in his statements; one statement is against the other. Moreover his sworn statement is against his book, and the record of his book is against his sworn statement.
On such testimony the finding of the Master rests. There ought to have been better testimony required.

Allison & Curry Attys
for Deft.

Exceptions to Master's Report

Filed July 10. 1857
James Kirkpatrick Jr Clerk

4

Samuel J. Kirk
ads.
Lyman H. Lockwood } In Chancery.

And now comes the said Samuel J. Kirk and excepts to the report of James M. Wilkinson, Master in Chancery, filed in this Case on the 17th day of April A. D. 1851.

And for causes of exception the said Samuel J. Kirk shows to the Court here now the following, to wit:

1st — The report finds the whole amount charged in favor of said Partnership to be $92, and this finding is predicated on the statement of said Lockwood and a little acct. book produced by him before the Master; whereas the Complaints Bill alleges that the amt. so charged was $150 — said book carries on its face evidence that it is not reliable, — Moreover said Lockwood, in his sworn statement contradicts said book. But the Master relies on the said last statement of said Lockwood, against the allegation in his Bill, thus reducing, by $58,80, the amt. for which the said Lockwood should have settled with said Kirk

2nd — The Master in his report finds that of said $92 the sum of $ has charged in favor of said Partnership on said little acct. Book the sum of $43,50 remains uncollected, and $40,50 thereof uncollectable. — This finding of the Master is predicated entirely on the statement of said Lockwood on the little acct. book afor said; ~~This finding of the Master~~ and ought not to have been made without better evidence. Taking the statements of said Lockwood

Union Com Pleas

Samuel D Kirk

vs

Lyman H Lockwood

Answer

Filed June 5. 1850
James Kirkpatrick clerk

Allison & Curry

The answer of Samuel S. Kirk the defendant to the Bill of Complaint of Lyman H Lockwood. complainant.

This defendant, now and at all times hereafter saving to himself, all, and all manner of benefit or advantage of exception or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in the said Bill contained for answer thereto, or to so much thereof as this defendant, is advised it is material or necessary for him to make answer to, answering saith, That it is true that respondent owned, or was the proprietor of the said Stud horse referred to by said Complainant about the 15 day of March 1849, and was for some time previous, and Respondent avers that he continued to be the sole owner for a long time afterwards - Respondent denies positively that he agreed to sell to the Complainant the one half of his interest in said horse, as is alleged in said Bill, at the time, or at any other time, as therein stated. But Respondent further answering says that the agreement between the Complainant and Respondent, and the only agreement, between them in regard to said horse, and standing him for the season or otherwise was as follows made some time in the month of March 1849 and was as follows. Respondent was to let the Complainant have the use of said horse during the standing season - to wit from the 1st of April to the 1st of July 1849, and was to pay one half of the License, and one half of the expences of keeping the horse - in the necessary food & stabling &c. and to allow the Complainant as part of his services the sum of $5.00 per month which amounted for the season to $15.00 in consideration of which the Complainant agreed to pay to respondent the sum of $67.50 for the use of said horse, and after paying the expences - the ballance of the profits, if any were to belong to said Complainant -

Respondent further answering says, that in accordance with said contract, he delivered the said horse to the Complainant, and paid to him the sum of $7.00 in money, to apply on his part of the license & expences until the Complainant could realize something from the services of the said horse - and then your Respondent was to be reimbursed said amount,

The Complainant then left with said horse to parts then unknown to Respondent.
Respondent admits that he has received from the Complainant about the sum of $47.19 (which is all) upon said Contract, and avers that the ballance due to Respondent is still unsettled and unliquidated and for which Respondent asks a decree in his favor. Respondent does not know what the expence of keeping said horse amounted to, and calls on Complainant for full proof. Respondent is of the opinion that from $13 to $18.00 would be sufficient for that purpose, in which amount the respondent does not of course include the liquor, or other bills, the personal expenses of the Complainant.
The Respondent further answering says that he does not know any thing about the amount charged by Complainant to the various persons for the use of said horse, or as to the amount recevd by Complainant for that purpose, ~~and~~ nor does Respondent admit the amounts to be correctly stated by Complainant in said Bill - and respondent here says that he does not believe that it is true that the large amount of $105.00 is uncollectable, as charged in said Bill, but upon these points, if deemed in anywise material by the Court he insists on full proof. Respondent says that Complainant in the latter part of the month of March left the County of Union where Complainant and defendant then resided, and went to Muskingum County and there stood said horse as defendant was afterwards informed - and in the latter part of the season to wit, on the 9th of June wrote to respondent, to come to where Complainant then was - to wit, Dresden, in Muskingum County, and take the horse home, and requesting respondent to be there the last day of that month as that would close the season - and the Complainant therein stated that he did not expect to return until after harvest - as he should have to make something to pay the expences. Respondent further says, that accordingly some time in the last week of June he went for the horse, and took him home, and continued in the possession and ownership of said horse until about the 29th of August 1849 when he sold him.
And this defendant denies all manner of fraud wherewith

he stands charged in said Bill: all which matters and things this defendant is ready and willing to aver, maintain and prove, as this Honorable Court shall direct: and prays to be hence dismissed with his Costs and charges in this behalf most wrongfully and iniquitously sustained.

By Allison & Curry
His Solrs.

The State of Ohio, Union County ss.
I, Samuel T Kirk being duly sworn, depose and say, that all the several matters and things which are set forth in the foregoing answer, as from the information of others, I believe to be true, and that all the several other matters and things therein set forth are true in substance and in fact.

Samuel T. Kirk

Sworn to and subscribed before me this 5th day of June A.D. 1850.
James Rinkrade Jr CR.
Union Com. Pleas

Deposition of Lyman H Lockwood taken in a Cause pending in the Court of Common Pleas within and for the County of Union and State of Ohio wherein said Lyman H Lockwood is Complainant and Samuel J Kirk is defendant. taken in accordance with an order of Reference made by said Court, at the November Term AD 1850.

Lyman H Lockwood of the County of Union of lawful age, being first duly sworn by me hereafter certified deposes as follows.

Question?. Have you any books or papers in your possession containing an account of the dealings and transactions between yourself and Samuel J Kirk in relation to your partnership transactions, in reference to the ownership and keeping of a certain Stud Horse, if so will you produce them,

Answer. I have only this book. which I now produce.

Question. Was this book kept by yourself and at what time were the Charges made therein,

Answer The Book was kept by myself. and the Charges were all made at or about the time the Service was performed.

Question. At what time did your Partnership commence, and at what time did it End,

Answer. I purchased the Horse or rather the one half of the horse about the 15 th of March 1849, The first Charge upon the book commenced April 10 th 1849 and ended July 14. 1849.

Question. Does your book relate to the charges made only. or to the charges and Expenses,

Answer. The Book relates only to the charges made in favor of the Partnership and receipts. and not to the Expenses.

Question. What is the total amount charged

Answer. The whole amount as charged upon the book in our favor is Ninety two dollars

Question. What is the total amount of those Charges paid and received by you.

Answer The whole amount received by me on the above Charges is forty Eight dollars and fifty cents.

Question. Will you please state whether the ballance of those charges are collectable or not. and if not collectable. what amount is uncollectable,

Answer. There is three dollars of the ballance that is collectable, and I presume will be paid at any time when called for, the remainder is uncertain, a part of it is in consequence of the warranty, and a part in consequence of the insolvency of the parties,

Question. What is the amount of Expenses incurred in keeping said horse. Exclusive of the labor in attending him, up to the time of the commencement of this suit,

Answer. Forty three dollars. for keeping the horse & three dollars expenses in collecting the amount collected,

Question. What amount was to have been paid to you for your labor in attending to the Horse, & in what proportion was the expenses to be borne by each party

Answer. My wages was to have been Ten dollars per month, and of course we was to bear the Expenses Equally, half and half

Question. In what manner have you or State by whom were the expenses paid,

Answer. I paid them all with the Exception of seven dollars which was paid to me by Mr Kirk,

Question. What disposition has been made of the amount that has been collected,

Answer. Well so far that is concerned I paid the expenses so far as it was required, and the ballance I used,

I was to pay one half of 135 $ - that is $67.50 for the half of the Horse I paid forty seven dollars and fifty cents on the Horse

He (Mr Kirk) started away with the horse on the Friday previous to the first day of July 1849, from Elizabeth Town Licking County Ohio I commenced about the 13th day of March and quit the time of when the horse came away. I was so employed about three months and a half, I believe,

Mr Kirk disposed of the Horse. I am not able to state what he got for him, or how much,

He never has paid me any of the proceeds of the sale of the Horse,

Cross Examined by Mr Carey.

I started to Muskingum about the 22nd day of March
I made the Charges generally on the the same day, I generally carried my pen & inks with me but sometimes I took it out of my pocket & laid it up. and when I had it with me I made the Charges at the time when the services were performed I think the were all made on the same day in which the services were performed, but at any rate not more than one day afterwards, The amount of warranty for the service of the horse are shown upon the Book Mr Kirk took the Horse into his possession on the last Friday of June and brought him home,

S H Lockwood

Samuel J. Kirk of lawful age being first duly sworn deposes and says. that.

Question— Was this horse sold by you after his return to Union County.

I traded him off for another horse, I aimed to get 55 $ for Horse I got fifty dollars in trade, I received a note I could not tell the amount of the note, It was on Cox & Cone. the amount of the note was either 40 or 45 $. It might have been 50 $ I wouldent say it was not 55 $. I think the note was not less than 40 nor over 45 $ to the best of my recollection this is all I got for the Horse, I rec corn of my own Claim, but not for the horse, I never had a scratch of a pen or seen one in reference to the partnership matter, I dont know at what time I sold the Horse, I never kept any recollection of it.

Samuel J. Kirk

The foregoing examination of the parties in the case of Lyman H Lockwood against Samuel J Kirk was taken and reduced to writing by me on the 12th day of April A.D. 1851. The said Lyman H Lockwood and Samuel J Kirk being first duly sworn to testify the truth the whole truth and nothing but the truth.

James M. Willimson Was Gone

Union Com Pleas

Lyman H Lockwood

vs

Samuel J Kirk

Replication

Filed August 7. 1850
James Kinkade pr clerk

The Replication of Lyman H Lockwood Complainant. to the Answer of Samuel S Kirk Defendant.

This repliant. saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer for replication thereunto saith, That he will aver and prove his said Bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied is true; all which matters and things this repliant is, and will be ready to aver and prove, as this Honorable Court shall direct; and prays, as in and by his said Bill he hath already prayed.

By Cole & Coats
Solicitors for Complainant

nothing but the truth and that the foregoing Depositions by him respectively subscribed were reduced to writing by me and was taken by consent of Parties. In Testimony whereof I have hereunto set my hand this 2nd day of August 1850

James Quinn J.P.

Fee Bill
Justice and Clerk, .50
Writing M & Mate .50
$1.00

Sealing up and directing is hereby waived
Allison & Conway Attys for Defts
Cole & Coats
Attys for Plaintiff

Lyman H. Todd
vs
Daniel B. Kirk

Deposition of
Wm. G. Malin

Filed Aug 3rd 1850
Daniel Kirkpatrick Clk

Deposition of William C Malin taken in a cause pending in the Court of Common Pleas, in and for the County of Union and State of Ohio. wherein Lyman H Lockwood is Complainant and Samuel T Kirk is defendant, and for said defendant - taken by consent of parties, the Complainant and defendant by their attorneys being both present -

William C Malin of the County of Union of lawful age, being first duly sworn by me as hereafter certified, deposes as follows

Question by defendants Counsel -

Did you ever hear the Complainant Lyman H Lockwood say any thing about standing a stud horse? If so, when? Did he say who was the owner of the horse? Tell all you know about it -

Answer - Lyman Lockwood called at my Shop between the 16 & 19 of March 1847 according to my Books which i believe to be the correct date he asked me if i had a Stud Bridle done for Samuel Kirk. I gave him the Bridle I then asked him if he was going to keep Samuels Kirks Stud he sayed he was. Kirk had previously Engaged the Bridle of me

William C Malin

I James Turner a Justice of the peace in and for the Township of Paris in the County of Union State of Ohio do hereby certify that the above name William C Malin were by me first duly sworn to testify the truth the whole truth and

We acknowledge service
of the within notice this
first day of August 1850

Cole & Coats
Attys for Plaintiffs

Lyman A. Lockwood } In the Court of Common Pleas
vs. } of Union County, Ohio.
Samuel S. Kirk }

Depositions will be taken in this case by the defendant before Daniel Sand on a Justice of the Peace of Thompson Township in the county of Delaware, in the State of Ohio at the Office of said Justice in said Thompson Township, on the second day of August A. D. 1850, between the hours of Six A. M. and Nine P. M. of the clock.

Samuel S. Kirk
By Allison & Curry
His Attorneys.

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

Filed July 31. 1850
Samuel Kirkadop clerk

Opened at Request of Defts
Atty Aug 1. 1850
Samuel Kirkadop CR

Sealed up and directed
by me Abijah Sanders Jr.

3481
97
31329
174
3,306
3481
38,11

Simon M. Lockwood
vs
Samuel & Hiram's
Depositions

Lyman H. Lockwood
vs
Samuel J. Kirk

} Suit pending in the Court of Common Pleas Union County and State of Ohio

Depositions will be taken in this Case, by the [redacted] Plaintiff at the dwelling house of Abigah Gandy a Justice of the Peace in and for the Township of Leesburg, Union County and State of Ohio, on the 30th day of July AD 1850, between Six A.M. and nine P.M. of said day

Lyman H. Lockwood
By Cole & Coates
His Attys

We acknowledge service
on the within notice
July 29th 1850
Allison & Curry
Attys for Deft

Depositions of witnesses taken in a cause pending in the court of Common Pleas of Union County and State of Ohio, wherein Lyman H Lockwood is Plaintiff and Samuel J Kirk is Defendant, and for said Plaintiff, in pursuance of the Notice hereto attached, and at the time and place therein mentioned, at which time and place was the Plaintiff, Lyman H Lockwood, was present, and also the defendant Samuel J Kirk.

Robert Goodrich of the County of Union and State of Ohio of lawful age, being first duly sworn by me, as hereafter certified deposes as follows:

Question - You will please state what you know concerning a contract between Lyman H Lockwood and Samuel J Kirk concerning the sale of the one half of a ~~Stud~~ Stud horse by said Kirk to Lockwood

Answer Some time early in the spring of 1849 I went unto S J Kirks to see him about putting a mare to the horse and he told me to go to Lockwood as he Lockwood had bought one half of him he also says that Kirk told him that Lockwood was a going away with the horse in a few days & that whatever him and Lockwood done would be all right Robert P Goodrich

Also Benjamin Welsh of Union County & State of Ohio of lawful age being first duly sworn as hereafter certified deposes as follows:

Question You will please state what you know concerning a contract between Lyman H Lockwood and Samuel J Kirk relative to the sale of the one half of a Stud horse by said Kirk to Lockwood

Answer

Sometime in the spring of 1849 a few days before Lockwood went away with the horse Kirk asked me how I thought the horse would do in Muskingum County and I told him I thought that he would do well that I would rather keep a horse there than here on account the pay was better there than here also some short time afterwards I was in conversation with Kirk and he told me that he had let Lockwood have one half of the horse

2

at the same time & place I asked him Kirk how he had done ~~made out~~ with the horse meaning what he had got for the horse and he made answer and said that he had done well enough that he had saved himself.

Question- You will please to state if you know what the said Samuel I Kirk did with said horse after its return from Muskingum County to Union County.

Answer

he traded him unto Wm Vance for a grey mare (as I understood from Kirk and Vance both afterwards) and he that he also understood from Kirk that he got a note on Cox & Cone for fifty dollars or upwards with the mare

Benj Welsh

Also Joseph Brannan of Union County & State of Ohio and of lawful age being first duly sworn as hereafter certified deposes as follows

Question- You will please state what you know concerning a Contract ~~between~~ Lyman H Lockwood, and Samuel I Kirk relating to the sale of the one half of a Stud horse by said Kirk to Lockwood

Answer

Sometime in the Spring of 1849 I ~~was~~ was passing by the stable of Mr Kirks and Kirk and Lockwood both invited me to go in to the stable and look at the horse at the same time & place Mr Lockwood told me that he had bought one half of the horse or that Mr Kirk told me that he had sold one half of the horse unto Lockwood but which way it was he could not now tell he also states that he understood from Mr Kirk that Lockwood had paid him forty seven dollars or there abouts if his memory was right for the horse and that Lockwood was agoing to take the horse unto Muskingum County to stand him in partnership with Kirk.

Question- You will please state if you know at what time said horse was returned from Muskingum County ~~to Union~~ County Ohio; and also state if you know what the said Samuel I Kirk did with said horse after its return.

Answer

I think about the first of July 1849 the said horse was returned unto Union County and that afterwards I understood from Mr Kirk that he had traded the horse unto Wm Vance for a grey mare and a note on Cox & Cone for fifty dollars or more

Joseph Brannan

Also Charles Scott of Union County & State of Ohio and of lawful age being first duly sworn as hereafter certified deposes as follows

Question - You will please state what you know concerning the standing of a stud horse in Muskingum County Ohio, by Lyman H Lockwood, and how long and what the expences of standing said horse would reasonably amount to including the board of the said Lockwood. and also the expences ~~Answer~~ of going to Muskingum County

Answer - Mr Lockwood got into Muskingum County with the horse sometime the last days of March we traveled in company together unto Muskingum County and remained together during the season of stud horses for mares and the horse was taken from Muskingum County sometime the last days of June probably the 28th or the 29 and returned unto Union County Ohio the witness states also that the expience of Lockwood and horse a going unto Muskingum and while being in Musking County with the said horse would reasonably be worth thirty seven or thirty eight dollars

Charles Scott

I Abijah Gandy a Justice of the peace in and for the township of Leesburg in the County of Union Ohio do hereby certify that the above named Robert Goodrich Benjamin Welsh Joseph Brannan & Charles Scott were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice

In testimony whereof I have hereinto set my hand this 30th day of July in the year of 1850

Abijah Gandy

Justices fees

for issuing subpoena for 6 witness $00,32
for taken depositions 1,00
1,32

witness fees for 4 fifty cents each $2,00

Constables fees $00,60
total $3,92 paid

the above fees were all paid by the plaintiff L H Lockwood

Deposition of Simpson Hill
this deposition 25 cts
Lyman S Lackwood
Samuel Kirk

Witness fees 50 cts Paid by
Defendant
Justice fees Paid by Deft.

Filed Aug 3d 1850
James Kirkwood jr clerk

Opened at the Request of
Defts attys Aug 3/50
Ja Kirkwood jr clerk

Deposition of witness taken in a cause pending in the Court of Common Pleas of the County of union in the State of Ohio Wherein Lyman H Lockwood is complainant & Samuel J Kirk is defendent & for said defendent in Pursuance of the notice hereto attached & at the time & place therein mentioned the defendent Samuel J Kirk being present the plaintiff Lyman H Lockwood being absent

Simpson Hill of the County of Delaware & of Lawful age being first duly Sworn by me as herein after Certified deposes & says as follows about the last of March 1849 he set the shoes on the said horse in Millville in Scioto Township Delaware County the said Lockwood told him that he must charge the shoeing of said horse to Samuel J Kirk for the horse belong to him he said he was taking the horse to Muskingum County to stand the said horse for said Kirk

& further the deponant says not

S H P Hill

Sworn to & Subscribed to this 2d day of August AD 1850

Before me James Landon J P

Before me James Landon a justice of the Peace in & for ~~said~~ the Township of Thompson & County of Delaware & State of Ohio do hereby certify that the above named Simpson Hill was by me first duly Sworn to testify the Truth the Whole truth & Nothing but the Truth & that the foregoing deposition by him Subscribed to was reduced to writing by me & were taken at the time & place specified in the Enclosed notice: Testimoney Whereof I have hereunto set My hand & Seal this 2d day of August AD 1850

James Landon J P (Seal)

The above deposition is excepted to by the Plaintiff as not being duly authenticated by the certificate of the Clerk of the Court, as required by the Statute, in such cases made and provided, said depositions having been taken out of the Judicial Circuit

Chancery Case File

Case No. 1850-CH-0020

No. 50-CH-20

Union Common Pleas Court.

John Power admr
Plaintiff,

AGAINST

Sarah Spain et al
Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 373

Record No. 5 Page 398

Ex. Doc. Page

Chy 2055

John Power admr of
Joseph Spain
vs

The Widow & Heirs
of Joseph Spain dec'd

Cost Bill made
Record —

Recorded

Union Com Pleas

John Power Administrator
of Joseph Spain
vs
The widow & Heirs of
Joseph Spain Dec'd

Petition to complete
real contract

Filed June 5. 1850
James Kirkpatrick Clerk

Recorded

Jno Laurence
Atty

John Power Admr. of Joseph Spain
vs
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 life time 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 relenquishes all right to Dower in said land in Union County sold as aforesaid & consents to a decree barring her dower with a full knowledge that she might claim dower. 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

her
Sarah X Spain
mark

Witns
John G. Cope

B

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 1st AD 1845

2022

F. R. West

50 —

due 1 Nov 1846

Joseph Spain

Baltimore

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. 1847

2023

H R West

75

Mar 1 Nov 1847

Cert 75
Int 9.45
84.45

Joseph S Stein

"A"

Know all Men by these presents that I Joseph Spain of the County of Champaign and State of Ohio am held and firmly bound unto Fredrick 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 Admrs and each of them firmly by these presents Sealed with My Seal and dated this first day of November AD 1845

The Condition of the above Obligation is such that whereas I have this day sold to said Fredrick West Ninety five Acres of land More or less, being the Northerly half of 190 acres Conveyed by title bond to me by Joseph Olds of Pickaway County and State aforesaid on the 28th July AD 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 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 assessed thereon after the present year, Now therefore in case I the said Joseph Spain my heirs Executors or Admrs shall Convey to said Fredrick 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)

Dec 15th 1847 I Jine Threwthon Bond
Over to J. B. & C. B. Sharp for the Consideration
of Fine Hundred Dollars. F R West

May the 14 1860 this day came F R West
and acknowledged the signing and sealing
of the within D. S. Garrick J. P.

Albert Samb Warner

Settlement Bond
Hon. F R West

May the 14. 1860 this day came

To the Court of Common Pleas of Union County Ohio.

Your petitioner John Power of Logan County Ohio represents that he is the administrator of the estate of Joseph Spain late of Champaign County deceased who died intestate: That on the 1st day of November AD 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 several 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 & at 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 AD 1847 said West assigned and transferred said contract & all his interest in said land to Joshua B. 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 & C B Sharp & the whole purchase money due on said land to said Spain was paid all of which is shown by the production of said notes marked "B" & "C" herewith filed and made part hereof which said J B & C B Sharp presented to petitioner to procure said contract to be

: 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 reason why a deed was not executed whether because of the assignment aforesaid, 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 Dorsey on the waters of Darby 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 2 beeches, a hickory & a sugar tree & corner to ~~William Bratty's~~ John Power's lot in the same Survey of 95 acres thence with ~~Bratty's~~ Power's line South ~~53°~~ 53° 40' West 150 poles to a ~~hickory elm and ash another of Bratty's corners~~ beech and two lynns thence North 36° 25' West 100 poles to 2 beeches & a hickory ~~in the original line of said Survey~~ : thence ~~with the same~~ North 53° 40' East 150 poles to the beginning containing 95 acres more or less being the same premises ~~&c~~ sold by said title bond : That said Spain departed this life in the fall season of the year 1849 intestate leaving Fletcher Marion Spain Phebe Jane Spain Charity 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 dower & consents to a decree barring the same

Your petitioner prays that all of said persons may be made parties, that they may answer 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 contract & for a conveyance of said premises unincumbered by Dower

to said Caleb B and Joshua B Sharp for such other order in the premises as may be authorized by law

John Palmer

Wm Lawrence
Atty

Filed Aug 12th 1850
J. A. Kinkade for NR

John Power Adm'r of
Joseph Spain
vs
The widow & Heirs
of said Joseph Spain

Union Com Pleas
Petition to complete real
contract.

And now come Fletcher
M Spain Phebe J Spain Charity Spain and Mary
E Spain minor defendants in the foregoing pe=
tition & 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

C. W. B. Allison
Guardian ad litem

Filed Aug 13th 1850
D. P. Kirkadeff. clk

UNION Common Pleas.--Petition to complete Real Contract &c.—

Fletcher M. Spain, Phebe Jane Spain, Charity Spain, and Mary Eliza Spain of Champaign County, Frederick West of Union County, and Caleb 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, 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 36¼ E 100 poles; thence S 53¾ W 150 poles; thence N 36¼ W 100 poles; thence N 53¾ 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 life time 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.

WM. LAWRENCE,
Att'y for Pet's.

June 12, 1850. n39w3pf,$3.

John Powers Admr
of Joseph Spain
vs
The Widow & Heirs
of said Spain

In Chancery -

I, C. S. Hamilton
do solemnly swear that I am 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 -

C. S. Hamilton

Sworn to and subscribed this 12 th day of August 1850 before me

James M. Wilkinson J P

Fees 12½ (pd by C. S. Hamilton)

17) ~~30~~ (17
17
130
~~130~~

~~3½~~ ~~$3.50~~

No. 50-CVI-21

Union Common Pleas Court

Charles A. Bain Adm'r

Plaintiff,

against

James Huggans et al

Defendant.

JUN TERM 1853

Decree for Plaintiff

Journal 5 Page 244-22

Record No. 6 Page 435

Ex. Doc. A Page 358

Chy No

Charles A Bain

vs

James Duggans

B Kenny

Cert bill mand

Record

26

6

164

209

Charles A. Bain
vs
James Duggans

Transcript

Filed July 1st 1850
James Kirkpatrick

1

Charles A. Bain
vs
James Duggans
Debt $115.74
Interest
Pltffs costs
Ins Judgment 12½
Defts costs
Ins Satisfaction 10
Increase Costs
Pltff. Transcript 31¼

State of Ohio. Union County Paris township. ss.
Suit brot on a book account. Bill of particulars filed Items amount to $38.40. and also on two judgment notes. one calling for fifty 32/100 Dollars payable to C. A. Bain or bearer. Due sixty days after date and dated 22nd day of September 1849. The other calling for Forty Nine 19/100 Dollars payable to C. A. Bain or bearer. Due one day after date and dated 6th day of October 1849. a credit endorsed Oct 7th 1849 for $5.25. — Dec 11th 1849. a credit for $20.00 both notes signed J & W. M Duggans.
May 22. 1850. This day came the plaintiff by his Attorney and also James Duggans who waived procis and entered his appearance herein and confessed that he is indebted to C. A. Bain in the sum of One hundred and fifteen dollars and seventy four cents. And the parties requested me to render judgment accordingly and for costs. It is therefore considered by me that Charles A. Bain recover of James Duggans the sum of One hundred and fifteen dollars and seventy four cents and his costs herein taxed at twelve and a half cents.

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 proceedings had by and before me, in the above cause

James M. Wilkinson J. P.
of the aforesaid township.

Charles A. Bain

vs

James Duggan & L. B. Kinney

Bill in Chancery

2

Clerk. Please issue Subpoenas for James Duggan & L. B. Kinney

MDL

Filed June 6. 1850
James Kirkade Jr. CR

To the Honorable the Judges of the Court of Common Pleas of Union County Ohio in Chancery sitting

Your Orator Charles A. Bain of Franklin County Ohio represents unto your honors that heretofore to wit on the 22nd day of May A D 1830 your Orator obtained a judgment ~~before~~ by the confession and authority of one James Duggan for the sum of One Hundred and Fifteen 74/100 Dollars and costs against the said James Duggan of Union County Ohio (and whom your Orator hereby may be made a defendant to this bill) before James M. Wilkinson a Justice of the Peace in said County of Union & State of Ohio and which said Judgment is still unpaid and unsatisfied.

Your Orator further represents that the said James Duggan has no property either real or personal subject to levy and sale on execution

Your Orator further represents that one ~~[illegible]~~ L. B. Kinney of Marysville, Union County Ohio is indebted to the said James Duggan in the sum of to wit One hundred and fifty Dollars by note of hand dated in February A D 1830 and due on or about the 9th day of February A D 1832 - which said one hundred and fifty dollars remains ~~due and~~ unpaid and whom your Orator hereby may be made defendant herein

Your Orator prays that the writs of Subpoena may issue against the said James Duggan & L. B. Kinney and that

they may be compelled on their corporal oaths to answer all and singular the matters and things herein contained that the said L. B. Kinney may be compelled to answer on his corporal oath and say whether he is indebted to the said James Duggans in manner & form as is herein before laid down, and if so. what is the amt. of said indebtedness. and when the same is due -

And your Orator prays that the said L. B. Kinney may be enjoined from paying over to the said James Duggans or to any one else, any sum of of money or other property. that may so appear to be due, or that may so appear to be maturing except as prayed for in this bill

Your Orator further prays that upon the final hearing hereof the said L. B Kinney may be decreed to pay to your orator or to some other fit and proper to be named by your honors for the use of your orator, when the same shall become due so much of said moneys as may be so due a coming due to the said Duggans as shall satisfy your orators judgments and costs and costs that may accrue, and that such other & further relief as to your Honors shall seem meet may be granted to your Orator and he will ever pray &c

W. B. Jarvis
Complainants Solicitor

Union Common Pleas

Charles A. Bain
vs
James Duggans &
L. B. Kinney

Sub in chy

Filed June 7th 1850
James Kirkpatrick clerk

W W B Jarvis. Solr for
Compt

Served this writ June 7. 1850 by delivering
to James Duggans and L. B. Kinney each
a certified Copy thereof.
Fees = mileage 5
Copies 20
Service 55 = 80
Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James Duggans and L. B. Kinney

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, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them by Charles A. Bain

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 6th day of June A. D. 1850

James Kinkade Jr
Clerk of Common Pleas.

Union Com Pleas

C. A. Bain
vs
J. B. Winney et al

Answer

3

Filed February 14, 1851
James Hindsdale Jr Clerk

Copied

Answer of C. A.
Bain & Henry A.
Bain & others
Defts

The Answer of L B Penney one of the Defendants to the bill of Complaint of Charles Baine Complainant This Defendant now and at all times hereafter saveing to himself all and all manner of Benefit or advantage of exception or otherwise that can or may be had or taken to the many errors uncertainties and imperfections in the said bill contained for Answer thereto or to so much thereof as this Defendant is advised it is material or necessary for him to make Answer to Answering saith That the said James Dugans held a Note of hand signed by the said L B Penney and made payable to James Dugans ~~or order~~ calling for two hundred and six Dollars with an endorsement of Sixty five Dollars dated sometime in Febry A D 1850 made payable on ~~or~~ the 9th day of Febry A D 1852 which said Note is to be paid in other promisory Notes when the said Note becomes due And further this Defendant Answering saith that after the filing of the Plaintiffs bill of Complaint said Defendant and James Dugans had a settlement of their Accounts whereupon the said James Dugans became indebted to Defendant in the sum of fifty three Dollars and some cents on Book Account which said Amount was justly commuted and settled and receipted for And thereupon the said L B Penny lifted the Original Note held by the said James Dugans against the said L B Penney calling for $206 after deducting the amount of fifty three Dollars and some twenty nine cents

in connection with with the former endorsement of sixty five Dollars left a ballance of $87.71cts in favour of the said James Dugans. And this Defendant answering further saith that the said L B Penney did on the date of the aforesaid settlement, which date is at this time forgotten, ~~execute his promissory Note of hand to the said James Dugans calling for $87.71cts~~ The amount then due the said James Dugans ~~was~~ of $87.71cts was to be paid to G A Bain ~~on~~ due on 9th February AD 1852 in good promissory Notes of hand & Further this Defendant answering saith, that he does not owe the said James Dugans any other amount, than the $87.71cts which he is ready ~~to~~ and will be to lift the same amount according to agreement when the same becomes due. And this Defendant ~~denies~~ ~~states~~ denies that there is any other matter cause or thing in the said complainants bill of complaint contained material or necessary for this Defendant to make answer unto and not herein and hereby well and 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 aver maintain and prove as this honorable Court shall direct and pray to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained

L B Penny

46 Duplicate for
Defendant

State of Ohio
Union County } I L B Kinney being duly
sworn depose and say that
All the several matters and things
which are set forth in the foregoing Answer
as from the information of Others I believe
to be true and that all the several matters
and things therein set forth are true in substance
and fact

L. B. Kinney

Sworn to and subscribed before me this 14th day
of February A D 1851 — James M Wilkinson Clerk Com
in Chancery Union Com pleas

C. A. Bain
vs
Dugan & Thomas

In Chancery
Mich. Com Pl

4

Filed Septr 24. 1857
James Kirkpatrick Clk

W. B. Jarvis
Solicitor

Charles A. Bain
vs
James Dugan &
L. B. Kinney

Bill in Chancery
Union County
Common Pleas
Exceptions to the
Answer put in &

filed by the defendant L. B. Kinney to the Bill of the Complainant

1st That the said Defendant has not answered and set forth whether the said note of Two hundred and six Dollars was the note the said Dugan held against him at the time of the filing of said Bill

2 That the said Defendant has not answered and set forth the date of said note of Two hundred and six dollars, nor the date of said endorsement of Sixty five Dollars according to the best of his knowledge, remembrance, information and belief.

3 That the said Defendant has not answered and set forth according to the best of his knowledge, remembrance, information and belief for what consideration the said endorsement of Sixty five Dollars was made on the said note of One hundred and Six dollars.

4 That the said defendant has not answered and set forth whether any accounts accruing after the filing of the said Bill entered into his said settlement with the said Dugan ~~[illegible]~~

5th That the said defendant has not answered and set forth according to the best of his knowledge, remembrance information and belief the date of his said settlement with the said Dugan

6 That the said Defendant has not answered and set forth ~~whether the [illegible] from the said Dugan~~ to the best of his knowledge remembrance, information and belief the specific items of said accounts so settled with the said Dugan, with their dates and amounts

7 That the said answer is in many other respects uncertain, vague & insufficient

In all which particulars the said complainants insist that the said answer of the said defendant

ant. L. B. Finney is evasive
imperfect and insufficient
wherefore he excepts there-
to, and prays that the
said Defendant may be
compelled to amend the
same, and file a full
particular and sufficient
answer to said Bill

B/
W. B. Jarvis
Complainants
Solicitor

Union Com. Pleas.

Charles A. Bain

vs

Dugan & Kinney

Further Answer.

Filed May 14 1853

James Somes Clerk

5

Copied

A. B. Allen for Deft.

The further answer of L B Kinney, one of the Defendants to the Bill of complaint of Charles A Bain Complainant.

This defendant upon the exceptions filed to the answer to said Bill of complaint for further answer thereto saith that the said note of hand originally calling for two hundred and six Dollars, referred to in the answer of said Bill, and also referred to in said exceptions to said answer, was the same note that the said James Dugan held against this defendant L. B. Kinney, at the time said Bill of complaint was filed, that said note was given and dated on or about the 9th day of February A.D. 1850. said note was due two years from date, payable in other notes or obligations.

And this defendant further answering saith, that the said endorsement of Sixty five Dollars on the said note was for the price and value of a horse, sold by this defendant to the said James Dugan for sixty five Dollars, which amount was to be endorsed on said note, that the said amount of Sixty five Dollars was endorsed on said note sometime in March or April in the year one thousand Eight hundred and fifty, the exact time this defendant does not now remember.

And this defendant further answering saith, that the said settlement between said James Dugan and this defendant was had on the third day of September A.D. 1850; that there was no item in said account dated subsequent to the filing of said Bill of complaint;

that the said accounts accrued and existed previous to the filing of said Bill, But that the specific items of said account with their date this defendant does not now remember, and this defendant says, that he is ready to pay the said $87.11 Cts the amount found in favor of the said Dugan upon the said settlement, in good promissory notes according to agreement.

And this defendant denies that there is any other matter, cause or thing in the said complainants said Bill of complaint material or necessary for this defendant to make answer unto, and not by this defendant's answer well and sufficiently answered, confessed, traversed and avoided, or denied, is true to the knowledge or belief of this defendant; all of which matters and things this Defendant is ready and willing to aver, maintain, and prove, as this Honorable court shall direct; and prays to be hence dismissed with his reasonable costs and charges, in this behalf most wrongfully sustained.

L. B. Kinney
By A. B. Allen his Att'y.

The State of Ohio Union County S.S.

L. B. Kinney, being duly sworn deposes and say that the matters and things set forth in the foregoing answer are true, as I verily believe

L. B. Kinney

Sworn to and Subscribed before me this 14th ~~day~~ day 1853

James Downey Clerk

Charles A. Bain

vs

Ja. A. Hugans & o

L. B. Kimey

Bond for Costs

Filed Decr. 10. 1850

James Kirkado p Clerk

Whereas in the suit of Charles A. Bain against James Duggans and L. B. Kinney at the November Term A.D. 1850. of the Court of Common Pleas, holden in and for the County of Union, the said Complainant was ruled to enter Security for Costs in Ninety days—

Therefore I, Thomas Turner do hereby acknowledge myself bail for Costs for said Complainant in the penal sum of One hundred dollars, to be levied of my goods and chattels, lands and tenements, in case the said Complainant shall fail to pay all legal costs which shall be adjudged against him in said suit.

Attest my hand and seal this 10th day of December A.D. 1850.

Thomas Turner Seal

Approved.
Decr. 10. 1850.
James Kirkpatrick Jr Clerk

Charles A Bain & Co
v
James Sluggins &
L B Kinney.

} In Chancery

This day the parties by their solicitors come and submitted this cause to the court. And the court find the equity of the case with the complainants and that they are entitled to have from said Kinney, good promissory notes to the amount of eighty seven $\frac{71}{100}$ dollars proceeds to be applied to the judgment in the bill stated against said Sluggins

It is therefore ordered and decreed that this cause be referred to James W Robinson Master appointed herein and that said Kinney within thirty days hand and pay over to said master good promissory notes to the said amount of $87 $\frac{71}{100}$ and in default thereof that said Kinney pay for said complainants into the hands of said Master the sum of $87 $\frac{71}{100}$ and if said Kinney shall make default in the delivery of said notes to the acceptance of said Master and the payment of said sum that execution issue therefor as upon judgments at law. And this cause is continued.

No. 50-CH-22

Union Common Pleas Court

Joshua Mathiott's Admr
Plaintiff,

against

Mary E. Mathiott et al
Defendant.

NOV TERM. 1853

Wde 1852

Decree for Plaintiff

Journal 5 Page 112

Record No. 6 Page 609

Ex. Doc. Page

George B Wright and
Jesse Buckingham adm.
&c of Joshua Mathiot dec.

vs

Mary Ellen Mathiot
Ann Eliza Mathiot
George W Mathiot &
Sidney Mathiot -

Petition to Sell land
Filed July 31st 1850.
James Kinkade Jr Clerk

Allison & Curry

To the Judges of the Court of Common Pleas within and for the County of Union and State of Ohio:

Your Petitioners George B Wright and Jerome Buckingham administrators of the estate of Joshua Mathiot late of the County of Licking, deceased, intestate, represent that the personal estate and assets of said intestate amount according to the appraisement thereof to the sum of one thousand and twenty three dollars and seventy two cents, as will appear from the certificate of the Clerk of the Court of Common Pleas of said Licking County, hereto attached and that the debts owing by said intestate amount about the sum of eight thousand dollars, as near as they can now be ascertained - and that therefore the said personal assets are not sufficient to pay said debts -

Your Petitioners further state that the said Joshua Mathiot died seized in fee simple of certain real estate situate in the said County of Union and which is known and described as being all that tract of four hundred and fifty acres of land which was conveyed by Samuel W Culbertson and Nancy his wife to the said Joshua Mathiot by deed dated the 10th day of April a.d. 1828 and marked as recorded in the Recorder's office of said Union County in Vol. 2nd pages 238 - 240, excepting from said tract so much as is included within the limits of the Town of Marysville in the inlots and out lots of said town and also excepting

from said tract the parcel containing about seven acres which is described as follows, viz: Beginning at the junction of the London and Milford State roads in the centre of said roads, thence with the Milford road S 40° W 50 poles, to the S. line of the original Survey; thence with said line S 9° E 65 poles to the centre of the London road, thence with said road N 12° E. 105½ poles to the place of beginning; The said original tract of 450 acres was described as follows in the year 1817: Being part of a tract of 1087 acres ~~which~~ lying on Mill Creek which was patented to Stephens T Mason by Patent dated May 7th 1800; beginning on the bank of Mill Creek in Delaware now Union County above where the road then passed from Delaware to Urbanna at two Sugar trees and Lyn the North West corner of Edward Dawses Survey No. 3351 thence North 7½ East one hundred and fifty two poles to a hickory, Sugar tree and ash in the line of said Dawses Survey at one third of the whole distance four hundred and fifty six poles, thence South the East four hundred and thirty six poles to a post in the South boundary of said Dawses Survey croping the Creek at one hundred and eighty poles; thence South 80 West one hundred and fifty two poles with said South boundary line to a large white oak and three Sugar trees South West corner to said Dawes Survey; thence North 10 West four hundred and thirty six poles along the West boundary of said Dawses Survey croping the Creek to the beginning; That the said Mathiot also died seized in fee simple of a certain other tract containing about ~~eighty~~ eighty or one hundred

acres adjoining the former tract and which is described as follows: being part of Military Survey No 3351 according to sealed agreement of 5th July 1832 and 2d Feby. 1833 entered into between David Witter and Margaret Bailey and sold by said Witter to one Robson L Broom and known as all that lot in Margaret Bailey's subdivision of two thirds of said Survey called the Reserve Tract bounded in the West by the line of said 450 acre tract, and on the South and East by Mill Creek, and being the same tract which was conveyed by said Broome to said Mathiot by deed dated Feby. 7th 1834 and making in both said tracts about three hundred and fifty one acres of land of which said Mathiot died seized. That the said Mathiot also died seized in fee simple of the following in lots in the said Town of Marysville viz Lots numbers one, seven, nine, twelve, thirteen, twenty three, twenty five, eighty nine, ninety three and the West half of lot forty three - and also of a small parcel of ground lying East of the original plat of said town and recently included within the corporate limits of said town supposed to contain about three acres.

Your Petitioners further state that the said Mathiot shortly before his decease caused a portion of said lands lying South and East of said town to be divided into Town lots and out Lots for the purpose of selling the same and caused a plat of the same to be made, but which has never been ack-

nowledged or recorded; Your Petitioners believe the said division to be a judicious one and that the portion so divided can be sold ~~for~~ at a higher price as divided and without any injury to the entire tract, and Your Petitioners therefore file the said plat herewith and make the same part of this petition, in which the said in lots are numbered by the numbers ~~successively~~ 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 and 211, and in which the out lots are numbered by the numbers 44, 45, 46, 47, 48, 49, 50, 51 and 52.

Your Petitioners further state that the said Mathiot died leaving Mary Ellen Mathiot his widow, who is entitled to dower in all said lands and lots; and also leaving Ann Eliza Mathiot, George W Mathiot and Sidney Mathiot his only children and heirs at law having the next estate of inheritance in said lands and lots, from said intestate.

Your Petitioners therefore pray that the said Mary Ellen Mathiot, Ann Eliza Mathiot and Sidney Mathiot ~~and~~ George W Mathiot may be made defendants hereto and answer this petition, that the dower of the said Mary Ellen Mathiot may be set off and assigned to her, that your petitioners may be ordered and authorized to sell all the said real estate, or so much thereof as may be necessary to discharge said debts and the expenses of administration, in such

lots and parcels as may be most advantageous to the estate and that they may have such other relief as the circumstances require.

George B Wright
Jennie Buckingham
administrators

C. W. B. Allison
Atty.

Clerk's Office of the Court of Common Pleas Licking County.

I hereby certify that the appraised value of the personal estate and effects of the estate of Joshua Mathias decd. including the value of the debts due to the estate is one thousand and twenty three and 72/100 dollars as appears from the inventory filed in my office.
Witness my hand & the seal of said Court
Newark July 29th 1850

J. Brady Clk.
per Geo. N. Johns dept

Joshua Mathiot's adm

vs

Mary Ellen Mathiot et al.

Notice & affidt

Filed August 10. 1850
James Kinkead for clk

2

To

Mrs. Mary Ellen Mathiot
Miss Ann Eliza Mathiot
George W Mathiot &
Sidney Mathiot

You are hereby informed that we have filed a petition as administrators of the estate of Joshua Mathiot, deceased, in the Court of Common Pleas of Union County, Ohio, making you defendants thereto, the object and prayer of which ~~are~~ is to procure an order of said Court for the assignment of the dower of the said Mary Ellen Mathiot in, and for the sale of, the real estate hereinafter described, or, so much thereof as may be necessary, to pay the debts of said estate and the expenses of administration; and we will on the ~~fourth~~ third day of the August Term A.D. 1850 of said Court to wit on the 15th day of August ~~A.D.~~ 1850 or as soon thereafter as counsel can be heard, move said Court to grant said order; The said real estate being all the lands, town lots and out lots situate in the said County of Union and in and adjoining the Town of Marysville, which were owned by the said Joshua Mathiot at the time of his decease and particularly described as follows; viz: all that tract of 450 acres which was conveyed by Samuel W Culbertson and Nancy his wife to the said Joshua Mathiot by deed dated April 10th 1828 excepting so much as is included within the limits of said town of Marysville in the inlots and outlots and also excepting about Seven acres lying at the junction of and between the London and Milford State roads; the said original 450 acres were described as follows in the year 1817: Beginning on the bank of Mill Creek in Delaware (now Union) County above where the road then passed from

Delaware to Urbanna at two Sugar trees and Lyn the North West corner of Edward Dawses Survey No 3351; thence North 76½ East 152 poles to a hickory, Sugar tree and ash in the line of said Dawses Survey at one third of the whole distance 45½ poles; thence South 10 East 43½ poles to a post in the South boundary of said Dawses Survey croping the Creek at 180 poles, thence South 80 West 152 poles with said South boundary to a large white oak and three Sugar trees South West corner to said Dawses Survey; thence North 10 West 43½ poles along the W boundary of said Dawses Survey, croping the Creek, to the beginning. Also a certain other tract of 80 or 100 acres adjoining the former and being part of Military Survey No. 3351 according to sealed agreements made by David Wilte and Margaret Bailey and known as all that lot in Margaret Bailey's subdivision of two thirds of said Survey called the Reserve ~~lot~~ Tract bounded on the West by said 450 acre tract and on the South and East by Mill Creek and making in both said tracts about 351 acres belonging to said estate. Also the lots nos. 1, 7, 9, 12, 13, 23, 25, 89, 93 and the West half of Lot 43 in the said town of Maysville. And also a parcel of land lying East of the original plat of said town and recently included within the corporate limits thereof supposed to contain about three acres.

Dated this 31st day of July a.d. 1850

George B Wright
Jesse Buckingham
admrs. of the Estate of
Joshua Mathers decd.

The State of Ohio
Muskingum County ss

I A. S. B. Culbertson — do make ~~oath~~ affirmation and say that on the 31st day of July A.D. 1850 I served each of the within named Mary Ellen Mathiot, Ann Eliza Mathiot, George W Mathiot and Sidney Mathiot personally, with a notice, of which the within and annexed is a true copy.

ASB Culbertson

Subscribed and ~~sworn~~ affirmed to before me this 2nd day of August A.D. 1850.

F. A. Selby
Justice of the Peace

The State of Ohio, Muskingum County, ss
I Anthony Wilkins, Clerk of the Court of Common Pleas within and for the county aforesaid, do hereby certify that on this 2d day of August 1850. F. A. Selby Esq was and is now an acting Justice of the peace duly elected, commissioned and qualified as such

In Testimony whereof I have hereunto set my hand and affix the seal of said Court at Zanesville this 2d day of August A.D. 1850

Anthony Wilkins, Clerk
as aforesaid

Clerks fees 50 cts
paid by A. S. B. Culbertson
A. Wilkins Clk

Admr of Matthew
vs
The widow & hrs

Report of
Cmrs

Filed Nov. 20. 1850
James Kinkade p clerk

3

Joshua Mathiots admr.
vs
Mary Ellen Mathiot & others

Petition to Sell Land.

This Cause Came on this day to be heard upon the said petition, and exhibits, and the Court being satisfied that the said defendants have been duly notified of the pendency of said petition, do find the matters therein set forth to be true. It is therefore Ordered that Andrew McNiel, William B. Irvin and James Turner being first duly Sworn, do upon actual view of the premises set off and assign to the said Mary Ellen Mathiot, for her dower estate, One third part of the real estate in the petition described, viz, all that tract of four hundred and fifty acres which was conveyed by Samuel W. Culbertson and wife to Joshua Mathiot by deed dated April 10. 1828 excepting so much as is included within the limits of the town of Marysville in the sulots, and out lots thereof; and also excepting about seven acres lying at the junction of and between the London and Milford State roads; the said Original 450 acres were, in the year 1817 described as follows, begining on the bank of Mill Creek in (Delaware now Union) County above where the road crosses from Delaware to Urbana at two sugar trees and lyn the north west corner of Edward Dowses survey No 3351. thence north 76½ East 152 poles to a hickory, sugartree and ash in the line of said Dowses, survey at one third of the whole distance 456 poles; thence South 10 east 436 poles to a post in the south boundary ~~line~~ of said Dowses survey crossing the creek at 180 poles; thence south 80 west 152 poles with said South boundary, to a large white oak and three sugar trees south west corner to said Dowses survey thence north 10 west 436 poles along the west boundary of said Dowses survey crossing the creek

to the begining; also a certain other tract of 80 or 100 acres adjoining the former and being part of Military Survey no 3351, according to sealed agreement made by David Witter and Margaret Bailey and known as all that lot in Margaret Baileys. Subdivision of two thirds of said Survey called the reserve tract bounded on the West by said 450 acres tract and on the south and east by Mill Creek and making in both said tracts about 351 acres of which said Mathiot died seized. Also the lots Nos. 1, 7, 9, 12, 13, 23, 25, 88 and 93 and the west half of 43 in the said town of Marysville, and also a parcel of land lying east of the original plat of said town and recently included within the corporate limits thereof supposed to contain about three acres. and it is further ordered that the said Andrew McNeil, William B Irwin, and James Turner do also upon actual view make a just valuation of said real estate subject to said dower estate and make return of their proceedings herein in writing to the next term of this court to which time this cause is continued.

The State of Ohio Union County ss.

I. James Kirkade 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 entry is a truly copied from the Journal of said Court of the term of August A. D. 1850.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at Marysville this 13th day of November AD 1850.

James Kirkade Jr Clerk

The State of Ohio Union County ss.

On this 13th day of November AD 1852 before me personally appeared Andrew McNeil William B. Irwin. and James Turner, within named, and made solemn oath, that they would, upon actual view, honestly and impartially assign dower and appraise the real estate of Joshua Mathiot, deceased, in pursuance of the order of the Court of Common pleas of Union County, in the case of Joshua Mathiots administrators vs Mary Ellen Mathiot & others.

James Kirkado Jr Clerk of Union Common Pleas.

Union Com. Pleas

Joshua Mathiots
adm's —
vs
Mary Ellen Mathiots
& others

Order for assignment
of Dower & appraisement

Allison & Henry attys
for Pltff

In obedience to the requirements of a writ issuing from the Court of Common pleas for the County of Union State of Ohio at the August term for 1850 in which we the under signed were appointed to appraise certain Real estate belonging to the estate of Joshua Mathews deceased Report that we being duly sworn as the law directs on oath we have appraised the following lots in the original plat of Marysville as follows

× Lot. No.	1.	$. 20.	dollars
No	12.	18	"
No	13.	16	"
No	23	80	"
No	25	27	"
No	7	65	"
No	9	250	"
No	43 m ½	60	"
No	89	85	"
		$621.	"

Also the following lots in Sd Mathews addition to Sd town made July 12th 1848 as follows.

Lots					
No	172	$. 50	No	192	$. 25
No	173	50	No	193	25
No	174	40	No	194	25
No	175	32	No	195	25
No	176	25	No	196	25
No	177	25	No	197	25
No	178	26	No	198	35
No	179	25	No	199	35
No	180	25	No	200	35
No	181	25	No	201	35
No	182	20	No	202	45
No	183	18	No	203	45
No	184	17	No	204	50
No	185	16	No	205	55
No	186	18	No	206	65
No	187	18	No	207	65
No	188	22	No	208	58
No	189	25	No	209	56
No ×	190	25	No	210	60
No ×	191	30	No	211	60
		532			849

brought over		532	brought over		849
Lots No 212	..	$70	× No 217	..	$100
No 213	..	75	× No 218		75
No 214	..	80	× No 219		45
No 215		72	No 220		30
No 216		72	No 221		20
		901			1,119 total 2,020

Also all Lots laid of at the same time by the Sd Methias as follows

No. 45		$100.	No 49		$50
No 46		70	No 50		40
No 47		60	No 51		30
No 48		55	No 52		50
		285			170 = 455

Also all Lots South of town laid of at the present time as follows

No. 1	$	$188.	No 2	$	165
No 3		150	No 4		192
No 5		170	No 6		140
No 7		130	No 8		180
No 9		180	No 10		130
No 11		125	No 12		145
No 13		195	No 14		120
No 15		120	No 16		125
No 17		150	No 18		50
No 20		30			1247 = 2,625
		1,378			

All of the last named Lots are represented by a plat here with returned marked A which is made a part of this report a reference is made to which is made for course and length of lines and quantity.

Also at the same time valued of the following Lots he taken the town plat and the creek and appraised them as follows

No 1	$ 30	No. 5	$144
No 2	50	No 6	170
No 3	125	No 7	140
No 4	120	No 8	285
	325		739 — 1,064

For a more particular description of the above lots reference is made the plat here with returned marked B which is made part of this report

We also surveyed all the land belonging to Sd estate on the North side of the creek and find it to contain one hundred Eighty five one half acres which we appraise to twenty five dollars pr acre amounting to $4637.50 and we do appraise the same subject to the dower of said Mary Ellen Mathiot at $3037.50

Value of Lots on old Town plot	$621	
" Mathiott addition of in Lots	2,020	
" Mathiott addition of Out Lots	455	
" Lots South of Town laid out at this time	2,625	
Lots North of Town laid out at this time	1,064	
Island near the Loading Machine	20	
	6,805	$6,805
Value of Farm North of Creek		$4,637.50
		$11,442.50

In the above appraisements we planted stones and stake on the South Bank of the creek at the N. end of all the lines devide the lots North of town and and west of the street on the South we laid out a Road 40 feet wide from the Main Street on the North line of the town plat West and to the West line of the survey on the East side of the Sd street we laid a Road one Rod wide from the street to the creek as will appear on the plat marked B in the North line of the Road on the West side of the street we set stakes at the South end of all the lines devide ing the lots between the Sd Road and creek

We also planted stones as permanent corners to the lots laid out at the present time South of town as follows at the North West corner of lots No. 1 & 2 and North East corner of the the same also at the South West and North West corner of Mathiots addition as will appear on the plat marked A.

We also set off and assign to Mary Ellen Mathiot widow of the late Joshua Mathiot as her Dower in all the above mentioned lands in and out lots of every discription one hundred and thirty acres Bounded on the West by the Manan

Road on the North by the North line of the Survey on East and South by Mill creek all the above on fore mentioned Lands be ing in Survey no 335 L. in the Virginia Military district

all of which is respectfully submitted

Andrew McNeil
William B. Irvin
James Lumer
} Commissioners

Fees in the above case

James Lumer as commissioner 6 days	$6.00
" " to carring chain 3 days	2.25
Andrew McNeil commissioner 6 days	6.00
" " Carrying Chain 1 day	.75
Richard Bancroft carrying chain & planting stones 4 days	3.00
Joseph Cafril carrying Chain 2 days	1.50
Andrew Pollock marking 2 days	1.50
William B Irvin as commissioner & Surveyor 6 days	18.00
" " to plating and Recording the same on Surveyor's Book	2.00
	$41.00

5

I Certify the above to be a correct plat of part of survey No 1 lying South of the addition made road to the town of Marion by Joshua Matthias July 12th 1848. as surveyed November 15th 1850

Wm. B. Jones Surveyor
M.C.O.

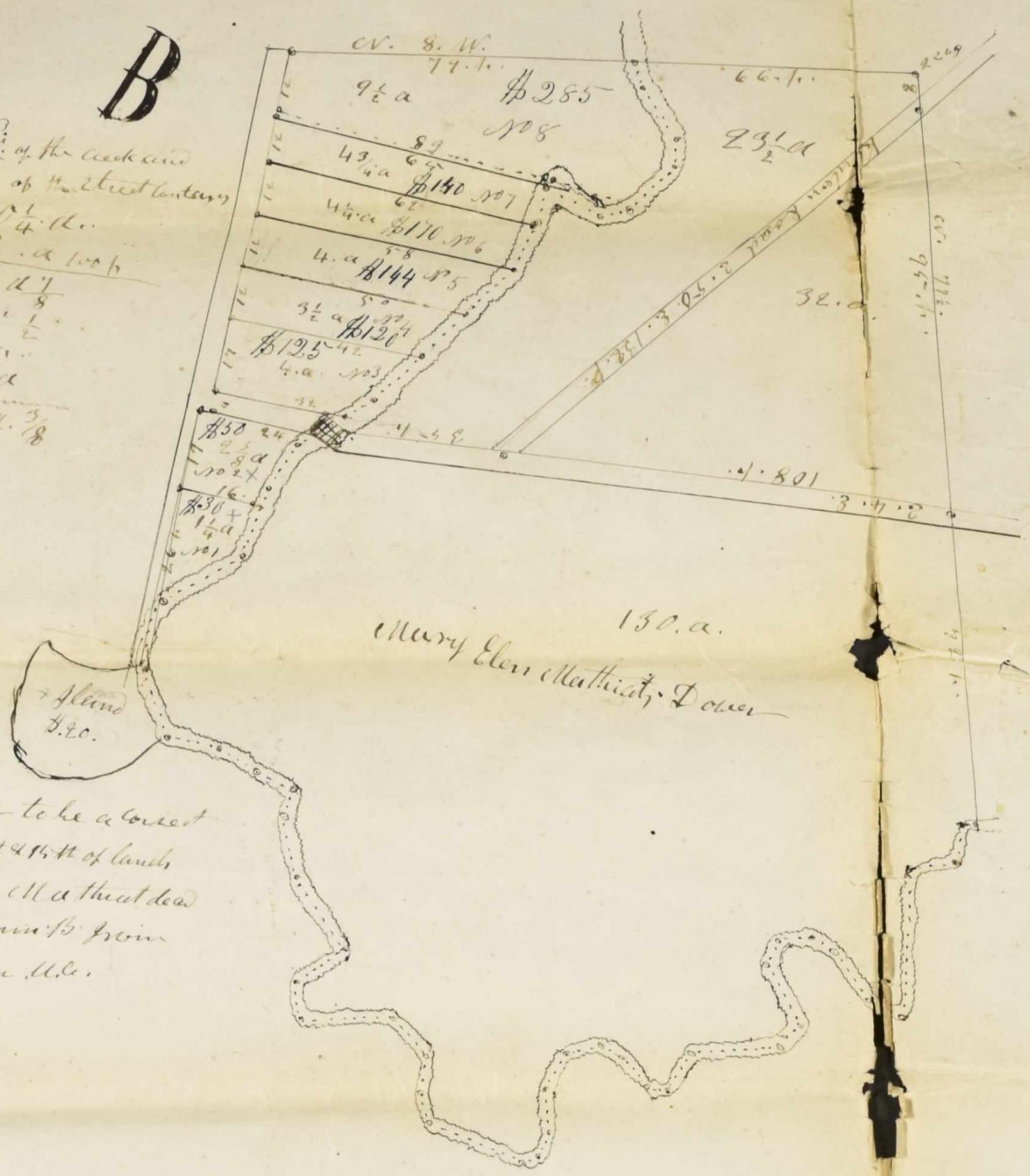
6

B

S. ½ of the creek and N. of the street containing

East 30¼ a.
3 a. lost

33 a 7/8
23 ½
32 a.
130 a
219 a. 3/8



Plan by Cintyp the adjoining to be a correct plat of a survey made crossing 14th & 15th of lands belonging to the Estate of Joshua Mathias dec.

William B. Frain
Surveyor M.C.

Joshua Mattiot's
administrators

vs.

Mary Ellen Mattiot
and others

Report of Sales

Sale confirmed

Filed April 14. 1857
Ja Hinkadon Clerk

4

VALUABLE REAL ESTATE

AT

ADMINISTRATORS SALE.

Pursuant to an order of the Court of Common Pleas of the county of Union, Ohio, made at the term of November A. D. 1850 in a certain cause, where Geo. B. Wright & Jerome Buckingham, Administrators of Joshua Mathiat are petitioners, and Mary Ellen Mathiot and others are defendents, the undersigned will offer for sale by public auction at the door of the Court House in the town of Marysville in said county of Union on Tuesday the 11th day of March A. D. 1851, all the lands and town lots owned by the late Joshua Mathiot and lying in, and adjoining to the said town of Marysville, and being about 418 acres of land—including In-lots No's. 1, 7, 9, 12, 13, 23, 25, 89, & 93, and the west half of in-lot No. 43 in the original plat of said town.

ALSO—*Fifty in-lots* in Mathiot's addition to said town of Marysville numbering from 172 to 221 inclusive, as the same are laid out marked and numbered on the plat of said addition filed in the clerk's office of said court and made part of the proceedings in said cause.

ALSO—*Eight out-lots*, containing about one and a fourth acres each, as also laid out, marked and numbered on the same plat.

ALSO—*twenty eight other out-lots*, containing from one and one-fourth acres to twelve acres, as the same are laid out, marked and numbered on the report of the appraisers filed among the proceedings in the cause, and nine of which are between the said town and Mill Creek, and nineteen are south of said town.

ALSO—A FARM adjoining the said town of Marysville north of the Creek, containing 185½ acres of land, of the very best quality. One hundred and thirty acres of the farm is encumbered by the dower of the widow of the late Joshua Mathiot, but said incumbrance can be purchased at a reasonable price in proportion to the value of the land.

For a more particular description of said Farm, in lots, and out-lots with the quantity of land in each, and the meets and bounds thereof, the undersigned refer to the report of the appraisers of said property as filed in the Clerks Office of the court of Common Pleas in Union county, Ohio.

Persons desiring further information respecting the property can inquire of Messrs. *Allison & Curry, Attorneys at Law* in Marysville, Union county, Ohio, and of the undersigned at Newark, Licking county, Ohio.

The sale will be held between the hours of 10 o'clock A. M. and 5 o'clock P. M., and will be adjourned from day to day if necessary until the whole property, or so much thereof as may be required, shall be offered for sale.

Terms of sale one third cash in hand and the balance in two equal annual payments with interest from the day of sale, to be secured upon the premises.

J. BUCKINGHAM.
GEO. B. WRIGHT.
Administrators of the estate of Joshua Mathiat.

Feb. 5th, '51. n21w4.

The State of Ohio
Union County ss

C. L. Hamilton

being first sworn, says that he is Publisher + Proprietor of the newspaper called "The Marysville Tribune"; that the notice hereto attached was published in said newspaper for four weeks successively commencing on the 5th day of February A.D. 1851, and that said newspaper was during that time printed and of general circulation in said County of Union.

C. L. Hamilton

Subscribed and sworn to in open Court this 14th day of April A.D. 1851.

James Kirkpatrick Clk

Printers fee $7,50

Joshua Matthews's
administrator
vs
M. E. Matthews et al

Report of Sale

Filed June 17. 1852
James Lowe Clerk

5

Joshua Mathiots adrs
vs
Mary Ellen Mathiots & al

Pet. to sell land

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

Pursuant to an order of said Court made in the above entitled cause at the term of November A.D. 1850 and having ascertained that the proceeds of the former sales made ~~in~~ under said order were insufficient to pay the debts of said Joshua Mathiots estate, the undersigned caused notice of the time and place of sale of the several parcels of real estate hereinafter described to be given by publishing a notice thereof for more than four weeks successively prior to the day of sale in the Marysville Tribune, a newspaper during that time printed and of general circulation in said County of Union;

That thereupon on the first day of June A.D. 1852 between the hours of 10 A.M. and 4 P.M. at the door of the Court house in Marysville in said County (being the time and place named in said notice) the undersigned offered the said several parcels of real estate for sale separately by public auction and sold as follows

Lot number one hundred & seventy four

(174) in Mattiots Addition to the said town of Marysville as heretofore established in this cause for fifty seven dollars ($57.00) to Joshua Judy.

Lot one hundred and seventy nine (179) in said addition to Cyprian Lee for fifty six & 50/100 dollars. ($56.50)

Lot one hundred and eighty (180) in said addition to Cyprian Lee for forty one dollars ($41.)

Lot one hundred and eighty four (184) in said addition to The Springfield and Mansfield Rail Road Company for twelve dollars ($12)

Lot one hundred & eighty five (185) in said addition to said Rail Road Company for eleven dollars ($11.)

Lot one hundred & eighty six (186) in said addition to said Rail Road Company for twelve dollars ($12.)

Lot one hundred and eighty seven (187) in said addition to William W Woods for twenty four dollars & fifty cents ($24.50)

Lot one hundred & ninety two (192) in said addition to William W Woods for fifty four dollars ($54).

Lot two hundred & eleven (211) in said addition to William W Woods for seventy two dollars ($72.)

Lot one hundred & eighty eight (188) in said addition to Adam Blumenschein for forty four dollars & fifty cents ($44.50)

Lot one hundred & eighty nine (189) in said addition to Adam Blumenschein for seventy one dollars & fifty cents ($71.50)

Lot two hundred (200) in said addition to Reuben P Mann for seventy dollars ($70.)

Lot two hundred & two (202) in said addition to Reuben P. Mann for eighty one dollars ($81.)

Lot two hundred & nine (209) in said addition to Reuben P Mann for ninety two dollars ($92.)

Lot two hundred & one (201) in said addition to H___ B. Wilson for eighty six dollars ($86) -

Lot two hundred & five (205) in said addition to James W. Robinson for seventy one dollars ($71.)

Lot two hundred & six (206) in said addition to Conrad Krichbaum for one hundred dollars & fifty cents ($100.50)

Lot two hundred & ten (210) in said addition to Mains Wafson for seventy dollars & fifty cents ($70.50)

Lot (212) two hundred & twelve in said addition to Rodney Pickest for ninety dollars & fifty cents ($90.50)

Lot two hundred & thirteen (213) in said addition to Washington Turner for one hundred & twenty dollars ($120.)

Out lot number five (5) North of the town of Marysville containing four acres as established in this cause to Robert Welch for one hundred & twenty five dollars ($125.)

Out lot number six (6) North of the town of Marysville as aforesaid containing 4 1/4 acres to John Capil for one hundred & fifty dollars - ($150.)

Out lot number seven (7) North of the town of Marysville as aforesaid containing 4 3/4 acres to Miles H. Wadhams for one hundred & thirty dollars ($130.)

Out lot number eight (8) North of Marysville as aforesaid containing 9 1/2 acres to Miles H. Wadhams for two hundred & thirty five dollars ($235.)

Each of said lots having sold as aforesaid for more than two thirds of the appraised value thereof and on terms of one third of the purchase money in hand, one third in one and one third in two years - the deferred payments to bear interest from the day of sale & be secured by a lien upon the premises

J. Buckingham
Geo. B. Wright
admrs of Mathews Estate

Filed June 18 1852
James Dunn Clerk

6

Town Lots

FOR SALE.

Pursuant to an order of the court of common pleas, of Union county, Ohio, the undersigned will offer for sale by public auction at the door of the court house, in the town of Marysville, in said county on the

first day of June, A. D. 1852,

between the legal hours of 10 A. M. and 4 P. M., the following described real estate, to wit: Lots, numbers 174, 179, 180, 181, 185, 186, 187, 188, 189, 192, 200, 201, 202, 205, 206, 209, 210, 211, 212, 213, in Mathiot's addition to the said town of Marysville. Also, out Lots, numbers 5, 6, 7 and 8, North of said town of Marysville—for particular locality of said lots and out lots, reference to the plats thereof as recorded in the Recorder's Office and in the office of the Clerk of the court of common pleas of said county is made. The sale will continue from day to day, if necessary, till all the lots are sold.

TERMS.—One third cash in hand, one third in one year, and one third in two years from the day of sale—the deferred payments to bear interest and be secured by a lien upon the premises.

J. BUCKINGHAM,
GEO. B. WRIGHT,
Adm's of the estate of
JOSHUA MATHIOT.

May 4th, 1852. n31w4.

I. C. S. Hamilton,
do solemnly swear that I am publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County Ohio, and that the annexed notice was published in the same four consecutive weeks prior to the first day of June 1852.

C. S. Hamilton

Sworn to and subscribed before me this 18th day of June 1852.

James Downer Clerk

Joshua Mathiott
&
Wm H. Skinner agreement folt
Dated June 15. 1847

Whereas by a letter written by Joshua Mathist of Newark Licking County Ohio. to William H Skinner of Marysville Union County Ohio and dated Feby 1st 1847. the said Mathist appears to sell to said Skinner a certain out Lot lying West of the town of Marysville and bounded as follows on the east by out Lot No. 2 now owned by James Smith on the North by a street running east & west on the West by lands owned by Rodney Pickett and on the South by a street running east & west through the center of said town of Marysville, being the same lot recently occupied by John Cogsil, and now occupied by the said Wm H Skinner, and being the only out Lot now owned by said Mathist west of said town of Marysville. And upon the following terms to wit $100.00 to be paid on the 1st day of May 1847 - $100.00 on the 1st day of March 1848 - $100.00 on the 1st day of March 1849 - and $100.00 on the 1st day of March 1850 making the total sum of $400.00. and all of said payments are to bear interest from the 1st day of March 1847 - Which proposition the said Wm H Skinner accepted. and in part performance of said contract he has this day paid to said Mathist the first payment being $100.00 with interest from the 1st day of March last. - Now therefore I the said Joshua Mathist do hereby ratify & confirm said contract upon condition that the said Skinner will execute & deliver to me whenever called upon so to do his three several promissory notes - for $100.00 each payable on the 1st day of March 1848. The

1st day of March 1849. and the 1st day of March 1850 with interest upon each note from the 1st day of March 1847.

And upon full payment being made of the notes principal & interest according to the tenor & effect thereof. then I do hereby obligate and bind myself my heirs Executors & administrators to make execute & deliver to the said Wm. H. Skinner or to his heirs & assigns, a good & sufficient warranty Deed for the lot above described free & clear of all incumbrances.

The said William H. Skinner paying all taxes which may hereafter be assessed upon said Lot.

In testimony whereof I have hereunto set my hand & seal this 15th day of June AD 1847

J. Buckingham (Seal)

Rec'd Marysville April 14 1848 of William H. Skinner the sum of One Hundred and Sixty dollars & seventy five cents in full principal & interest of the above payment due on the 1st day of March 1848

J. Buckingham

Rec'd July 19 1850 fifty dollars to apply on the 3d payment named in this bond the same being also credited on the corresponding note. J. Buckingham admr.

Rec'd March 13 1851 seventy three dollars in full of the note on which the above credit was placed & note given up to Skinner. J. Buckingham admr.

ion Common Pleas

gi ight v Jerome
ek n adms. &c
vs

ny Ellen Mathiott et al

rder for Sale

George B. Wright & Jerome Buckingham
administrators of Joshua Mathiott deceased
vs
Mary Ellen Mathiott et al

The appraisers appointed herein to assign dower to Mary Ellen Mathiott and to appraise the premises in the petition set forth, having performed that duty and reported their proceedings herein the same including the subdivision made by them is hereby approved and confirmed and it is ordered that said Mary Ellen Mathiott hold in severally as for her dower during her natural life the premises so set off and assigned to her; and the Court also approve and confirm the addition to the town of Marysville laid off by the said Joshua Mathiott dec^d in his life but which remained unacknowledged and unrecorded at the time of his death the plat of which is now on file in this case and which is ordered to be recorded in the Recorders Office of Union County. And it is further ordered that the said Jerome Buckingham and George B. Wright, as said administrators proceed to advertise and sell said real estate in the petition described or so much thereof as is necessary to pay the debts of said estate as subdivided by the said Joshua Mathiott dec^d and by the appraisers herein according to law. that portion covered by said dower to be sold subject to the charge and encumberance aforesaid, and upon the following terms, to wit: One third of the purchase money in hand on the day of sale and the residue thereof in one and 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 administrators report their proceedings herein at the next term of this Court. to which time this cause is continued.

The State of Ohio Union County. ss.

I James Kinkade jr. Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. do hereby certify that the forgoing entry is truly copied from the Journal of said Court of the term of November A.D. 1850. Witness my hand and the seal of said Court at Marysville this 13th day of December A.D. 1850. James Kinkade jr Clerk

Jerome Buckingham and
George B Wright adms. of the
estate of Joshua Mathias decd.
vs.
Mary Ellen Mathias et al.

Petition to Sell
Land

To the Judges of the Court of Common Pleas
for the County of Union and State of Ohio

The undersigned, the Petitioners in the above entitled cause report, that, in pursuance of the order made in said cause at the term of November last, ~~that~~ they gave notice that they would offer the real estate in the Petition described, as subdivided by the appraisers and set forth in their report herein at last term, for sale by public auction to be held at the door of the Court House in Marysville in said County of Union commencing on the eleventh day of March A.D. 1857 between the hours of 10 A.M. and 5 P.M. and to be adjourned from day to day, if necessary; which notice was given by publishing the same for four weeks successively next preceding the said days of sale in "The Marysville Tribune" a newspaper printed and of general circulation in said County of Union - a copy of which notice is hereto attached and made part of this report:

That thereupon on the said eleventh

day of March A.D. 1851 between the hours of 10 A.M. and 5 P.M. at the door of the Court House aforesaid they offered for sale by public auction and sold divers lots & parcels of said real estate which with the names of the purchasers and the prices bid are hereinafter set forth; that the amount of the sales then made not being sufficient to pay the debts of said Mattiot's estate, they adjourned the sale until the next day between the same hours and at the same place; that thereupon on the 12th of March 1851 and at the place ~~afores~~ and between the hours aforesaid they offered for sale and sold as aforesaid divers other lots and parcels of said real estate which are also hereinafter set forth with the purchasers names and the prices bid;

That at the place and times, and in the manner aforesaid they sold to William ~~W~~ Woods the in lots numbers nine and twenty three (9 & 23) of the original plat of the said town of Marysville, Lot no. nine for two hundred and ~~sixty~~ seven dollars, and lot no. twenty three for sixty seven dollars; also out lot number three (3) North of said town as surveyed marked and numbered on the report of the appraisers made herein at last term for one hundred and eighty dollars; also out lot number five (5) South according the same report for one hundred

and forty six dollars; also out lot number six (6) South according to same report for one hundred and fifty six dollars; and out lot number seven (7) South for one hundred and thirty two dollars;

To Mains Wafson they sold as aforesaid in-lot number twenty five (25) of the original plat of said town of Marysville for twenty three dollars; also the following lots in Mathiot's Addition to said town according to the said appraisers report: viz: Lot number one hundred and seventy two (172) for forty five dollars; Lot one hundred and seventy eight (178) for thirty one dollars; lot one hundred and seventy seven for twenty six dollars; also the following out lots South of said town as marked, and numbered in said report viz: number eleven (11) for one hundred and twenty seven dollars and number ten (10) for one hundred and thirty five dollars;

To Mains Wafson and Cyprian Lee out lot number two (2) South of said town according to said report for two hundred dollars;

To James C Harriott out lot number four (4) North of said town according to the report of said appraisers, for one hundred and twenty seven dollars;

To James M Welch in lot number one (1)

in said town of Marysville of the original plat thereof, for eighteen dollars; also in lot number twelve (12) in said town of same plat for eighteen and 50/100 dollars;

To Charles W. B. Allison the West half of original in lot number forty three (43) in said town for forty three dollars; also out lot number twenty (20) South of said town as marked & numbered in said appraisers report for fifty dollars;

To Abraham Beck Lot number one hundred and seventy three (173) in Mathiots addition aforesaid for fifty and 50/100 dollars;

To Rawson Welch the Island in the Creek North of said town of Marysville as marked in the plat and report of said appraisers for the sum of forty three & 50/100 dollars;

To Charles Rathbun out Lot number one South of said town for one hundred and seventy five dollars;

To David Plum out Lot number eight (8) South of said town for one hundred and forty four dollars; also lot number two hundred and eight (208) in Mathiot's addition aforesaid for fifty eight dollars;

To James G Dines out lot number nine

(9) South of said town for one hundred and forty dollars;

To Benjamin F Kelsey the following named out lots South of said town viz; number twelve (12) for one hundred and sixty two dollars; number thirteen (13) for one hundred and sixty eight dollars; number sixteen (16) for one hundred and fifty seven dollars; also the following named lots in Mathiots Addition aforesaid; viz: lot number one hundred and ninety eight (198) for thirty two dollars; and lot number one hundred and ninety nine (199) for twenty five dollars;

To Philip Snyder out lot number seventeen (17) South of said town for one hundred and seventy six dollars; also the following named lots in Mathiot's Addition aforesaid viz; number two hundred and eighteen (218) for seventy dollars; number two hundred and nineteen (219) for thirty two dollars and number two hundred and twenty (220) for thirty seven dollars;

To John Capil the following named lots in Mathiots addition aforesaid viz; number two hundred and sixteen (216) for fifty five dollars; number two hundred and seventeen (217) for one hundred dollars; number one hundred and ninety four (194) for twenty five dollars; number one hundred and

eighty two (182) for twenty two dollars and number one hundred and eighty three (183) for twenty six dollars, and number one hundred and ninety five (195) for twenty three & 50/100 dollars; also out lot number two North of said town for eighty dollars;

To the town Council of the town of Marysville out lot number one (1) North of said town for twenty dollars;

To William T Brophy lot number one hundred and ninety (190) ~~for twenty dollars~~ in Mathiots addition aforesaid for twenty dollars; also out lot number fifty (50) South for forty five dollars;

To Jonathan Burt the following named lots in Mathiots addition aforesaid viz: number one hundred and ninety six (196) for twenty seven & 50/100 dollars; and number one hundred and eighty one (181) for twenty six & 50/100 dollars;

To Cyprian Lee lot number one hundred and seventy six (176) in Mathiots addition aforesaid for twenty six dollars; also out lot number fourteen (14) South of said town for one hundred and thirty eight & 50/100 dollars;

To Lathrop B Kinney lot number one

hundred and ninety one (191) in Mathiots Addition aforesaid for twenty four dollars; also out lot number fifty two (52) South of said town for fifty five dollars;

To Michael Gunderman lot number two hundred and fourteen (214) in Mathiots addition aforesaid for seventy dollars;

To Reuben P Mann the following named out lots South of said town viz number three (3) for one hundred and fifty dollars and number four (4) for two hundred and thirty three dollars;

To Bill Welch out lot number eighteen (18) South of said town for sixty four dollars;

To Levi Longbrake out lot number fifteen (15) South of said town for one hundred and thirty dollars;

To Ransom Clark Jr lot number two hundred and seven (207) in Mathiots addition aforesaid for eighty dollars;

To John George Gwerner, in lot number thirteen (13) in said town of the original plat thereof for sixteen dollars;

To George Rousch Jr lot number two hundred and fifteen (215) in Mathiot's

addition aforesaid for seventy two dollars;

To Curtis Clark out lot number fifty one (51) South of Said town for forty dollars.

To Jacob Bowser lot number one hundred and seventy five (175) in Mathiot's addition aforesaid for thirty two dollars;

To George Michael Wolf the following named lots in Mathiots addition aforesaid viz: number two hundred and four (204) for fifty dollars; and number two hundred and three (203) for forty five dollars;

To Thomas Turner the following named lots in Mathiots addition aforesaid viz: number two hundred and twenty one (221) for twenty four dollars; and one hundred and ninety three (193) for thirty two & 50/100 dollars;

To James W Evans out lot number forty nine (49) South of said town for fifty one dollars; also lot number one hundred and ninety seven (197) in Mathiots addition aforesaid for thirty dollars;

To John Capil the farm of one hundred and eighty five and a half acres north of the Creek and said town subject to the dower estate of the said

Mary Ellen Mathiot in the one hundred and thirty acres thereof lying East of the Marion Road (so called) for the sum of twenty ~~five~~ four hundred and sixteen & 07/100 dollars and for a more particular description of the said farm and dower tract, the undersigned here refer to the report of the appraisers and accompanying plats filed in this cause at last term.

The undersigned further report that the sums for which they sold said several lots and parcels and said farm were the full two thirds or more of the value as fixed by the said appraisers report thereon respectively and ~~that the sums for which the same were sold as above stated~~ were the highest sums bid therefor

That they made no further sales, hoping to be able to pay the debts of said Mathiots estate and costs of administration out of the proceeds of said sales and the other assets in their hands but still pray that this cause may stand continued for ~~for~~ further sales in case it should be found necessary to make them.

J. Buckingham
Geo. B. Wright
admrs. of the estate
of Joshua Mathiot.

March 28th 1851.

Joshua Mathiot's adrs

vs

Mary Ellen Mathiot
& others

Order for Assignment of
Dower & Appraisement

Joshua Mathiot's admrs
vs
Mary Ellen Mathiot et al

} Petition to Sell Land

This cause came on this day to be heard upon the said Petition and exhibits, and the court being satisfied that the said defendants have been duly notified of the pendency of said petition, do find the matters therein set forth to be true — It is therefore ordered that Andrew McNeil William B. Irwin, & James Turner, being first duly sworn, do upon actual view of the premises set off and assign to the said Mary Ellen Mathiot, for her dower estate, one third part of the real estate in the petition described viz: All that tract of four hundred and fifty acres which was conveyed by Samuel W Culbertson and wife to Joshua Mathiot by deed dated April 10th 1828 excepting so much as is included within the limits of the Town of Marysville in the inlots and out lots thereof and also excepting about seven acres lying at the junction of and between the London and Milford State roads; the said original 450 acres were, in the year 1817 described as follows "Beginning on the bank of Mill Creek in Delaware (now Union) County above where the road croped from Delaware to Urbanna at two Sugar trees and Syn the North West corner of Edward Dawses Survey No 3351, thence North 7½ East 152 poles to a hickory, Sugar tree and ash in the line of said Dawses Survey at one third of the whole distance 45½ poles, thence South 10 East 43½ poles to a post in the South boundary of said Dawses Survey croping the Creek at 180 poles, thence South 80 West 152 poles with said South

boundary to a large white oak and three Sugar trees South West corner to Said Dawses Survey, thence North 10 West 43½ poles along the West boundary of Said Dawses Survey, coping the Creek, to the beginning; Also a certain other tract of 80 or 100 acres adjoining the former and being part of Military Survey No 3351 according to sealed agreements made by David Witter and Margaret Bailey and known as all that lot in Margaret Bailey's Subdivision of two thirds of Said Survey called the Reserve Tract, bounded on the West by Said 450 acre tract and on the South and East by Mill Creek and making in both Said tracts about 351 acres of which Said Matthias died seized - Also the lots Nos. 1, 7, 9 12, 13, 23, 25, 89 and 93 and the West half of 43 in the Said town of Maysville, and also a parcel of land lying East of the original plat of Said town and recently included within the corporate limits thereof Supposed to contain about three acres -

And it is further ordered that the Said

do also upon actual view make a just valuation of Said real estate Subject to Said dower estate and make return of their proceedings herein in writing to the next term of this court to which time this cause is continued -

Chancery Case File

Case No. 1850-CH-0023

No. 50-CH-23

Union Common Pleas Court.

Lydia Samson
Plaintiff,

AGAINST

Truman L Samson
Defendant.

APR TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 25

Record No. 6 Page 70

Ex. Doc. A Page 8

Chy No. 40

Lydia Lawson

vs

Truman S. Lawson

Decree allowed

Cost Bill made

Recorded

Recorded

Lydia Lamson
vs
Brunson C. Lamson

L. Chaney
Divorce

Filed August 16. 1850
James Kirkpatrick clerk

Recorded

J. C. Dwight
Atty for petitioner

To the Honorable 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 Honours Your ~~Orator~~ petitioner Lydia Lamson (late Lydia Brown) of the County of Union and State of Ohio that on or about the 1st day of April A.D. 1846 your petitioner intermarried with Truman S. Lamson, late of the County of Union but now in parts unknown. Whom your petitioner prays may be made party defendant to this petition That your petitioner and the said Truman S. Lamson lived peacably together in the holy bands of matrimony from and after the time they were so intermarried till on or about the 20th of March A.D. 1847, at which time the said Truman S. Lamson without any just cause or provocation wilfully absented 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 Truman S. Lamson 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 Truman S. Lamson has in no wise provided for associated with or assisted your petitioner but on the contrary has wilfully and grossly withdrawn his society aid and protection from your petitioner and keeps himself and still continues to keep himself in parts to her unknown. Your petitioner further represents that during her intermarriage with said Truman S. Lamson they have had one child (Male) 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 Truman S. Lamson 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 said Truman S. Lamson may be decreed to be dissolved and that your petitioner may be received the appointment of guardian for her infant child. And that your petitioner may have such other and further relief in the premises as to your honours shall seem meet as she shall ever pray.

J. C. Dougherty atty for petitioner

Lawson vs Lawson Cost Bill

20 Clerk
10
10
10
472
25
1.00

2.22½ clerk
12
18
24

$2.76½

Shff 32 Mileage
18

50 Mileage

Witns

Smith Brown 25
J. W. Brooks 25
Luther Weston 25

No. 50-CH-24

Union Common Pleas Court.

James B Cook admr
Plaintiff,

AGAINST

Minerva Kline et al
Defendant.

JUN TERM 1852

DECREE FOR PLAINTF

Journal 5 Page 118

Record No. 6 Page 202

Ex. Doc. 4 Page 183

Chy No. ~~47~~ ~~44~~ ~~36~~ ~~27~~ 28

James Bloor adm'r.

vs

Minerva Klinestel

Filed & abst. & sale
Nov 5. 1889
Geo Lothian Marshall
S. R. Rain, & W.
B. Green

Cost Bill
made
Record

Recorded

Union Com. Pleas

James B Cook Adm.
of Ira Kline dec'd

vs

Minerva Kline et al

Petition to sell
Land

Filed Sept. 13th 1850
James Kinkade p. clerk.
Notice of sale ordered Nov. 7. 1850

Cole & Cook

To the Court of Common Pleas of the County of Union and State of Ohio:

Your Petitioner James B Cook administrator of the Estate of Ira Kline deceased, respectfully, represents that there is no personal property belonging to ~~the estate~~ of said deceased wherewith to pay the debts owing by the said deceased, which as near as they can now be ascertained amount to Three hundred and Ninety dollars exclusive of the costs of administration which cannot be precisely stated. The said decedent died seized in fee simple, of the following real estate, situate in the County of Union and State of Ohio and in Liberty township, and bounded and described as follows to wit. Being part of Survey No. 4464. Begining at a ~~stake~~ stake in the N. E. corner of a piece of said survey sold by R L Broome to James R Hornbeck; thence S. 9° E 232 poles to a stake ~~in~~ the S. E. corner of Hornbeck's land; thence N. 81° E 68¼ poles to a stake; thence N. 9° W 232 poles; thence S 81° W 68¼ poles to the begining Containing One hundred acres more or less. The said decedent died leaving Minerva Kline his widow who is entitled to dower in said premises; but to whom dower is to be assigned in other lands, of which the said decedent died seized, in lieu of dower in the premises above described. The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent, namely, Mary Kline, Milton Kline, Samuel B Kline, Thadeus M Kline, and Henry R Kline, who are children and infant heirs of the said decedent. Your Petitioner further represents that on or about the 29th day of November A.D. 1849, the said decedent executed a mortgage upon the above described premises, to Robson L Broome, of the said County of Union and State of Ohio, ~~which~~ said mortgage was executed as aforesaid to secure the payment of the sum of Two hundred dollars, with interest from the date of said mortgage; being the residue of the purchase money to be paid to the said Robson L Broome, by the said decedent, for said premises, which said sum of Two hundred ~~Your Petitioner prays that the widow~~ dollars with interest as aforesaid is a part of the said sum of Three hundred and Ninety dollars owing by said decedent as first above mentioned. Your Petitioner prays that the said widow, and the said persons above

mentioned and described having the next estate of inher-
itance, from said decedent, who are now residents
of the County of Knox and State of Ohio, together with
the said Robson L Broome of the County of Union as
aforesaid may be made parties defendant to this peti-
tion and that the said Robson L Broome shall state
the nature, extent and amount of his claim and lien
upon said premises, and that the several rights
and liens &c. of the above named defendants may be
adjusted &c and that Your Petitioner may be ordered
to sell said real estate, &c and such other relief &c

By Geo L Coats
Solicitor for Petitioner

The State of Ohio Union County ss.

I hereby Certify that the foregoing Entries are truly taken and Copied from the Journals of the Court of Common Pleas of said County.

Witness my hand and Seal of Office at Marysville this 15th day of November A.D. 1851.

James Kinkade Clerk

November 15 1851 Pursuant to the within order I did on this day, offer for Sale the land ~~herein~~ described in the petition in the Case, having first advertised the same according to law and struck the same off to George Stewart for the sum of Three hundred & seventy five Dollars, he being the highest & best bidder and having bid more than two thirds the appraised value of said lands

James B. Cook Adm
on Pa Kline Dec'd.

Union Com Pleas

James Blair & Ann Wife vs Thomas Kline et al

Order of Sale

November Term A.D. 1850

James B. Cook Admr of Ira Kline deceased
vs
Minerva Kline et als
Pet. to Sell

The Court being satisfied that it is necessary to sell the real estate of the said Ira Kline deceased to pay his debts, and that the defendants have been duly notified of the pendency of this petition as prescribed by Law. It is ordered that Joshua Marshall S.W. Rice and W.B. Irwin judicious and disinterested men of the vicinity appraise said premises as provided by Law forthwith and that the said James B. Cook as said administrator proceed after such appraisement to sell said premises described, according to Law, and upon the following terms to wit; One half cash in hand on the day of sale, and one half in one year from said day of sale with interest the defered payment to be secured by mortgage on the premises and it is further ordered that the said James B. Cook report his proceedings herein at our next term to which time this Cause is Continued.

April Term A.D. 1851.

James B. Cook Administrator of Ira Kline
vs
Minerva Kline & others
Pet. to Sell Land &c.

The petitioner having reported a sale to this Term moved the Court to confirm the same, and order a deed to the purchaser and thereupon the said motion and this Cause is Continued to the next term for petitioner to perfect the title to the premises, and the purchaser has leave to show Cause during next term to set aside sale.

June Term A.D. 1851.

James B. Cook Admr of Ira Kline decsd.
vs
Minerva Kline et als
Petition to Sell

The question of the Confirmation of the sale made in this cause is Continued to the next term with leave to show cause during next term to set aside sale and Cause Continued.

September Term A.D. 1851

James B. Cook administrator of Ira Kline decsd.
vs
Minerva Kline et als
Pet. to Sell

On motion to the Court. It is ordered that the sale heretofore made in this case be and hereby is set aside, and this Cause Continued under former order of sale.

Filed Nov. 15. 1851
L Kirkpatrick Jr clerk

issue

James B Cook administrator of the Estate of Ira Kline deceased vs Minerva Kline et al } Petition to sell Land

Issue an order of sale in the above case

To the Clerk of the court of Common Pleas of Union county Ohio } Cole & Evans Attys for Pltff

A. S. Mershon
for the use of

vs

Camp & Co.

April 17 1851. pursuant to the foregoing order on the day last aforesaid I did offer the premises aforesaid at public sale after having ~~[illegible]~~ duly advertised the same according to law, and struck the same off to Joseph Lawrence for the sum of Three hundred and twenty five dollars and fifty cents he being the highest and best bidder and having bid more than two thirds the appraised value of the same. James B Loop

Pursuant to the Requirements of the within writ we the undersigned of the county aforesaid by sworn appraisers have appraised the real estate of Ira Kline deceased within mentioned to be worth the sum of Three hundred and twenty five dollars and twenty five cents per acre $325 a amounting to three hundred and twenty five dollars Witness 20th. 1850

William B. Grove
Joshua Morshall
Dillon Rice

Fees in the within writ

Joshua Marshall	$1.00
J. W. Rice	1.00
Wm. B. Grove	1.00
	$3.00

The State of Ohio Union County, ss.
On the 20th day of Nov. 1850. Before me personally appeared William B. Grove, J. W. Rice and Joshua Marshall within named and made oath that the within appraisement of the real estate of Ira Kline deceased, in pursuance of the order of the Court of Common Pleas of Union County in the cause of James B. Cook admr of the Estate of Ira Kline deceased vs Minerva Kline et al.

Amos Kuckach Jr Clerk of Union Com. Pleas.

Union Com Pleas

James B. Cook admr of Ira Kline deceased
vs
Minerva Kline et al

Order of appraisement

Filed Nov. 20. 1850
Ja Kinkade Clk

The State of Ohio Union County ss

Union Com Pleas November Term A.D. 1850

James B. Cook admr of Ira Kline deceased vs Minerva Kline et als

Pet to Sell

The Court being satisfied that it is necessary to sell the real Estate of the said Ira Kline deceased, to pay his debts, and that the defendants have been duly notified of the pendency of this petition as prescribed by law. It is ordered that Joshua Marshall, J. W. Rice and W. B. Irwin judicious and disinterested men of the vicinity appraise said premises as provided by law forthwith and that the said James B. Cook as said administrator proceed after such appraisement to sell said premises described according to law: and upon the following terms, to wit: One half cash in hand on the day of sale, and one half in one year from said day of sale with interest. The deferred payment to be secured by Mortgage on the premises. And it is further ordered that the said James B. Cook report his proceedings herein at our next Term to which time this cause is continued.

I James Winteade 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 entry is truly taken and copied from the Journal of said Court

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court this 19th day of November A.D. 1850

James Winteade jr Clerk

Union Com Pleas

Proof of
Publication

Filed June 15 1852
James Lowe Clerk

SALE OF REAL ESTATE BY ORDER OF THE COURT.

James B. Cook. Administrator of the estate of Ira Kline, deceased, vs Minerva Kline et al.	Petition to sell land.

On the 15th day of November, A. D. 1851, between the hour of 10 o'clock A. M. and 4 o'clock P. M. at the door of the court house, in the town of Marysville, will be sold to the highest bidder, the following real estate, as the property of Ira Kline, dec'd; situate in the county of Union and State of Ohio, and in Liberty township, bounded and described as follows to wit: being part of survey No 1404; beginning at a stake in the north east corner of a piece of said survey, sold by R. L. Broome to James H. Hornbeck. thence S 9° E 232 poles to a stake, the south east corner of Hornbeck's land; thence N 81° E 68¼ poles to a stake; thence N 9° W 232 poles thence S 81° W 68¼ poles to the beginning--containing one hundred acres, more or less. Appraised at three hundred and twenty-five dollars.--Terms of sale one half cash in hand on the day of sale and one half in one year from said day of sale. with interest--the defered payment to be secured by mortgage on the premises.

JAMES B. COOK,
Administrator of
IRA KLINE dec'd.

Coit & Coats. Att'ys.

Oct 11, '51 p $2.75 no5 4w

James B Cook Administrator &c
vs
Minerva Kline et al
Petition to sell Land

I, C S Hamilton do hereby certify that I am publisher of the Marysville Tribune a newspaper, published and in general circulation in the County of Union and State of Ohio, and that the annexed notice was published for four consecutive weeks in said paper, previous to the 15th day of November A.D. 1851.

C. S. Hamilton

Sworn to and subscribed before me this 16th day of June A.D. 1852

John B Coats Jp

Venue Com. Pleas

James B Cook
Administrator &c
vs
Minerva Kline et al

Recipe

Filed March 3. 1851
Jas Kinnard pr Clk

Cole & Coates Attys

James B Cook
Administrator of the Estate of
Ira Kline deceased
vs
Minerva Kline et als

In Union Common Pleas
Petition to
Sell Land

Issue an order of sale
in the above case directed to the said Plaintiff

To the Clerk of the Court of
Common Pleas of Union County Ohio
March 3d A.D. 1851.

Coll & Coulz
Att'ys for
Plaintiff

Union Com. Plens

James B. Cook admr.
of Ira Kline dec'd.
vs
Minerva Kline et al

Consent to
Sell

Filed Nov. 16. 1850
James Kinkade jr. clerk

James B Cook administrator
of Ira Kline deceased

vs.

Minerva Kline, Mary Kline,
Milton Kline, Samuel B Kline,
Thadeus M Kline, Henry H Kline,
and Robson L Broome

In Union Common Pleas

Petition to sell Land

And the said Robson L Broome comes and waives
process, and appears to said petition, and hereby
consents to the sale &c of the premises in the petition
described as prayed.

Robson L Broome

Filed Apl 15th 1851.
J Kinnaird Jr clerk

June 5, 1850.

Sale of Real Estate by order of the Court.

James B. Cook, Administrator of the estate of Ira Kline, deceased, vs Minerva Kline et al. } Petition to sell land.

On the 12th day of April, A. D, 1851, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the door of the court house, in the town of MARYSVILLE, will be sold to the highest bidder, the following real estate, as the property of Ira Kline, dec'd; situate in the county of Union and State of Ohio, and in Liberty township, bounded and described as follows to wit: being part of survey No 4404; beginning at a stake in the north east corner of a piece of said survey, sold by R. L. Broome to James H. Hornbeck; thence s. 9° e. 232 poles to a stake, the south east corner of Hornbeck's land; thence n. 81° e. 68¼ poles to a stake; thence n. 9° w. 232 poles; thence s, 81° w. 68¼ poles to the begining—containing one hundred acres, more or less. Appraised at three hundred and twenty-five dollars. Terms of sale one half cash in hand on the day of sale and one half in one year from said day of sale, with interest—the defered payment to be secured by mortgage on the premises.

James B. Cook, Administrator of Ira Kline dec'd.

COLE & COATS, ATTY'S

March 5, 1851. pf$3,75. mo25 4w

James B Cook administrator &c
vs
Minerva Kline et al
Petition to sell land

I A. L. Hamilton do hereby certify that I am publisher of the Marysville Tribune, a newspaper in general circulation in Union County, and that the annexed notice was published for four consecutive weeks in said paper previous to the 12th day of April 1851.

A. L. Hamilton

Sworn to and subscribed before me ~~this~~ ~~court~~ this 14 day of April A. D. 1851.

James Lyons J. P.

Union Com. Pleas

James B Cook Admr
of Ira Kline decd
vs
Minerva Kline et al.

Proof of service of
Notice

Filed November 11. 1850
James Kinkade Jr Clerk

To Minerva Kline, Mary Kline, Milton Kline, Samuel B Kline, Thadeus M Kline, and Henry H Kline, widow and heirs of Ira Kline deceased:

You are hereby informed that I have filed a petition, as administrator of the estate of Ira Kline deceased, in the Court of Common Pleas of Union County Ohio 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 November Term 1850 of said Court, to wit, on the 18th day of November 1850, or as soon thereafter as counsel can be heard, ask for an order, without the assignment of the dower of the widow of the said Ira Kline deceased, in and for the sale of the following real estate of which the said Ira Kline died seized or so much thereof as may be necessary to pay his debts, to wit; Situate in the County of Union and State of Ohio, and in Liberty township, and bounded and described as follows, to wit, Being part of Survey No 4984, begining at a stake in the N.E. Corner of a piece of said survey sold by R. L. Broome to James H Hornbeck; thence S 1° E 232 poles to a stake the S.E. corner of Hornbeck's land; thence N 89° E 68¼ poles to a stake; thence N 1° W 232 poles; thence S 89° W 68¼ poles to the begining. Containing one hundred acres, more or less.

James B Cook
Administrator of Ira Kline deceased.

The State of Ohio Knox County ss
I Reddyn Luse do make solemn oath that on the 26th day of Sept. 1850 I served the above named Minerva Kline Mary Kline, Milton Kline Samuel B Kline, Thadeus M Kline, and Henry H Kline with a notice of which the above is a true Copy. Reddyn Luse
~~Sworn to and~~
Sworn to and subscribed before me this 26th day of Sept. 1850.

Wm M. Creary Associate Judge
K.C.C.P.

Chancery Case File

Case No. 1850-CH-0025

Chancery Case

1850-CH-0025

located with

District Court Case

1854-DC-0004

Chancery Case File

Case No. 1850-CH-0026

No. EQ-CH-26

Union Common Pleas Court.

Charles W Lyon
Plaintiff,

AGAINST

Deantha Norville et al
Defendant.

JUN TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 110

Record No. 6 Page 204

Ex. Doc. A Page 177

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

No. 29

Charles W Lyon adm

vs

Dianthia Norris et al

Now per ag. of Dm o
appr. returns filed
Comm. John Crum
Mo. H. Wade
C. Daniel Wilson

Cost Bill
Order
Decree

Recorder

per ag. of the
Lapse

Union Com. Pleas

Charles W. Lyon Admr of the Estate of Wm. Norvile dec'd
vs
Diantha Norvile et al
Subpoena

Filed Oct. 29. 1850
James McMackfrell
Clk

Clk & Coats atty for Pltff

Served this writ October 29. 1850 by delivering to the within named Diantha Norvill, Frances Norvill Emma Norvill and Mary Norvill each a certified copy thereof, and by leaving at the residence of the the within named Eli Norvill. Eber Norvill and Joshua Norvill each a certified copy thereof
Fees = Mileage 70, Service $1.55, copies $1.05 total $3.30
Philip Snider Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Dianthia Norvill, Frances Norvill, Eli Norvill, Emma Norvill, Joshua Norvill, Eber Norvill and Mary Norvill

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, on the first day of the next Term thereof, to answer a Petition in chancery, exhibited against them by Charles W. Lyon administrator of the Estate of William Norvill deceased

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 28th day of October A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Union Com. Pleas

Charles W. Lyon Adm'r of

William Sorrill, dec'd

vs

Dianthe Sorrill et al.

Filed October 26th 1857
James Kirkpatrick Jr Clerk

Order for a sequestration of Dow & attachment Nov. 7. 1857 returnable forthwith. Commencing

R 1

Cole & Coats Attys

To the Court of Common Pleas of the County of Union and State of Ohio:

Your Petitioner Charles W. Lyon Administrator of the estate of William Norvill deceased respectfully represents that the total value of the personal Estate and Effects of said decedent as near as can be ascertained Eighty Eight dollars and Fifty Eight and one-half cents, 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 Four hundred dollars not including the Charges of administration which cannot be precisely stated at this time.

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, and bounded and described as follows, to wit, Begining in the line of Joseph Spain's land, at a stake corner of land deeded by Peter Black and wife to Abram Norvill; thence N. 52 45' E. 102 poles and four links to an ash, Elm and hickory corner to Joseph Spain; thence with his line N. 37° W. 94¾ poles to a beech sugar and redwood corner to Samuel Hains land; thence S. 52° 45' W. 102 poles and four links to Abram Norvill's corner; thence S. 37° E. 94¾ poles to the begining containing Sixty five acres more or less, lying and being in the County of Union and State of Ohio; and part of Survey No. 12288 in the name of Richard Dorsey.

Also one other tract or parcel of land, situate in the said County of Union and State of Ohio, and bounded and described as follows, to wit Being part of Virginia Military Survey No. 12288 Entered in the name of Richard Dorsey on the waters of Darby Creek original quantity Seven hundred and fifty acres; Begining at a stake in the centre of a road leading from Middleburg in Logan County to Newton in Union County; thence N. 52½° E. fifty three and one half poles to an Elm.

hickory and black ash; thence, S. 83 1/2° E. forty poles to a stake in said road; thence with it West sixty-six poles to the begining Containing six acres two rods and thirty poles.

The said decedent died leaving Dianthe Norvill his widow who is entitled to dower in said premises. The following persons are heirs having the next estate of inheritance in the premises above described from the decedent, namely, Frances Norvill Eli Norvill, Emma Norvill, Joshua Norvill, Eber Norvill, and Mary Norvill.

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 Dianthe Norvill may be set off, and the several rights &c of the above named defendants adjusted &c and that your petitioner may be ordered to sell said real estate &c and such other relief &c

By Cole & Coats
Solicitors for Petitioner

Issue d subpoena for Dianthe Norvill, Frances Norvill, Eli Norvill, Emma Norvill Joshua Norvill Eber Norvill, and Mary Norvill.

To the Clerk of Union Common Pleas
Dated this 28th day of October AD 1850.

Cole & Coats
Solicitors for Petitioner

Filed Oct 28. 1850
J Ruckel Cl. p. o. R

(A)

The State of Ohio Union County ss.
I hereby Certify that the Sale bill of the Estate of William Norvile deceased. amounts to $88.58½
October 24. 1850. James Rinkado Jr Clerk of Union Common Pleas.

1

Filed June 17 1867
James Lynn Clerk

C. W. Lyon Adm
of Wm Norville
& Widow thereof } Report of Sale

In pursuance of the order of the Court of Common pleas of Union County & State I did on the third day of April AD 1852 proceed to sell the premises described in the petition subject to the Widows Dower at the premises. ~~and then~~ having first duly advertised the same according to the law and struck the same off to Dianthia Norville ~~being the~~ for the sum of Three dollars & sixty six and two third cents per acre, she being the highest and best bidder and having bid more than two thirds of the appraised value thereof.

C. W. Lyon Adm.

Cook vs Kline sale set aside Sept Term 1851
Order of sale Nov. Term 1850 Sale made April 1852 Conf June Term 52
Lyons vs Norvell mod appr. Sept Term 1851
Confirmation of Dower and order of sale Sept Term 1851
Order for re app & Re ass. of Dower Sept. Term 1851

Union Com Plaint

Proof of

Publication

SALE OF REAL ESTATE BY ORDER OF COURT.

On the 3d day of April A. D. 1852, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the residence of Diantha Norvill, (on the premises) situated in Liberty township Union county and State of Ohio, will be sold to the highest bidder, the following real estate as the property of William Norvill, deceased; Being part of survey No. 12282, in the name of Richard Dorsey, and bounded and described as follows, to wit: Beginningin the line of Joseph Spain's land at a stake, corner of land deeded by Peter Black and wife to Abraham Norvill; thence North 52 deg. 45 m. east 109 poles and 4 links to an ash, elm and hickory, corner to Joseph Spain; thence with his line north 37 deg. east 94¾ poles to a beech, sugar and iron wood, corner to Samuel Hains' land; thence south 52 deg. 45 m. west 109 poles and 4 links to Abraham Norvill's corner; thence south 37 deg. east 94¾ poles, to the beginning containing sixty-five acres more or less.

ALSO

One other tract or parcel of land situated in the township and county aforesaid being also a part of said Survey No. 12282 in the name of Richard Dorsey on the waters of Darby creek—original quantity seven hundred and fifty acres and bounded and described as follows, to wit. Beginning at a stake in the centre of a road leading from Middleburg in Logan county to Newton in Union county, thence north 52½ deg. east 53½ poles to an elm, hickory, and black ash; thence south 37½ deg. east 40 poles to a stake in said road; thence with it west, sixty-six poles to the beginning, containing six acres two rods and thirty poles said premises above described are subject to the dower of the widow. Appraised at $5,50 per acre subject to said dower.

Terms of sale one-third of the purchase money in hand on the day of sale, and the residue in one and two years thereafter, with interest from the day of sale to be secured by mortgage on the premises

CHAS. W. LYON. *Administrator* of WILLIAM NORVILL deceased.

COLE & COATS, Att'ys.

February 24, 1852. n24w4.

Charles W Lyon administrator &c
vs
Diantha Norvill et al
Petition sell Land

I C S Hamilton do hereby certify that I am publisher of The Marysville Tribune a newspaper published and in general circulation in Union County Ohio, and that the annexed notice was published for four consecutive weeks previous to the 3d day of April A D 1852. C S Hamilton

Sworn to and subscribed before me this 15th day of June A D 1852.

John B Coats J. P.

Amin Com Plens

Charles W Lyon
Administrator &c
vs
Dinantha Norvill et al

Filed July 9. 1851
J Kirkwood jr clerk

R 5

Charles W Lyon
administrator of the
Estate of William Norvill,
deceased,

vs

Martha Norvill et als

Union Common Plea

Petition to sell Land

In pursuance of an order of sale made at the April Term 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, on the premises, on the 16th day of June A.D. 1851. I offered said property at public vendue, and the same was not sold for want of bidders.

July 9th 1851.

Charles W Lyon
administrator of the
Estate of William Norvill
deceased

By Cole & Coats
His Attys

Lyon adm
v
Norvell

Filed July 1, 1851
J Kirkpatrick p clk

Sale of Real Estate
BY ORDER OF COURT

On the 16th day of June A. D. 1851, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the residence of Diantha Norvill (on the premises) situate in Liberty township Union county and State of Ohio, will be sold to the highest bidder, the following real estate as the property of William Norvill, deceased; Being part of survey No. 12282, in the name of Richard Dorsey and bounded and described as follows, to wit: Beginning in the line of Joseph Spain's land at a stake, corner of land deeded by Peter Black and wife to Abraham Norvill; thence North 52° 45' east 109 poles and 4 links to an ash, elm and hickory, corner to Joseph Spain thence with his line north 37° east 94¾ poles to a beech, sugar and iron wood, corner to Samuel Hains' land; thence south 52° 45' west 109 poles and 4 links to Abraham Norvill's corner, thence south 37° east 94¾ poles, to the beginning containing sixty-five acres more or less.

ALSO

One other tract or parcel of land situate in the township and county aforesaid being also a part of said Survey No. 12282 in the name of Richard Dorsey on the waters of Darby creek—original quantity seven hundred and fifty acres and bounded and described as follows, to wit: Beginning at a stake in the center of a road leading from Middleburg in Logan county to Newton in Union county, thence north 52¼° east fifty-three and one half poles to an elm, hickory and black ash; thence south 37¼° east forty poles to a stake in said road, thence with it west, sixty-six poles to the beginning, containing six acres two rods and thirty poles said premises, above described, are subject to the dower of the widow. Appraised at ten dollars per acre subject to said dower.

Terms of sale one-third of the purchase money in hand on the day of sale and the residue in one and two years thereafter, with interest from the day of sale to be secured by mortgage on the premises:

CHAS. W. LYON, *Administrator* of WILLIAM NORVILL, deceased

COLE & COATS, Att'y's.

May 14, 1851. n35w4.

I do hereby certify that I am publisher and proprietor of the "Marysville Tribune" a weekly Newspaper published and in general circulation in Union County and that the annexed notice was published in the said Newspaper for four consecutive weeks prior to the 16th day of June 1851.

C. Hamilton

Sworn to and subscribed in open Court at Marysville this first day of July 1851.

J. A. Kirkpatrick Jr Clerk

Paid $4.25.

The undersigned ~~Commissioners~~ appointed contained in the within Order and in obedience to the requisition thereof. having taken the necessary Oath as the Law directs. and having viewed the premises of Wm Norvil Late of Union Co. deceased do hereby Set apart to Dianthia Norvil widow of the sd Wm Norvil deceased. as her dower in the within named real Estate. the following portion thereof to wit (the premises of said Norvil being in all 72 acres more or less) Twenty four acres of Land being of the 72 acres as aforesaid. Bounded and described as follows. Beginning at a stake in the South Easterly corner to Abram Norvils Land and ~~North~~ westerly corner to the said land of Wm Norvill deceased. thence with his South line N 52°50' E 74 (poles crossing the Middlebrs and Newton road at 58 poles) to a stake. thence N 37°10' W to a sugar tree, white ash, & black ash (all Sapplings) thence S. 52° 50' W 74 poles to a stake in the westerly line to sd Wm Norvils land. thence S 37°10' E 51 $\frac{87}{100}$ poles to the Beginning. (crossing the above named Road at 6 and 4/5 th poles) containing 24 acres more or less being the entire dower Sett apart to the said Dianthia Norvil. and do appraise the whole premises of the late Wm Norvill deceased and as above described at five dollars and fifty cents pr acre. Subject the said Dower as above described

Union Com. Pleas

Charles M Lyon Admr of the Estate of Wm Norville decd
vs
Dianthia Norville Widow

Order to appraise and assign Dower

fees in the above case

Joshua Marshall	Commissioners	$1.00
Anson Darrow		1.00
Thomas Ford		1.00
A. J. Wilkins Surveyor		2.00

~~Sworn to & subscribed before me~~

Filed Oct 10. 1857
Lafayette Roach clerk

Charles W. Lyon administrator of the estate of William Norville decd
vs
Dianthe Norville & Others

Petition to Sell Land.

On motion to the Court by Messrs Cole & Evans attorneys for petitioner and it appearing to the satisfaction of the Court that the premises in the petition described have been three offered for sale by said petitioner and not sold for want of bidders, and it further appearing to the satisfaction of the Court that the assignment of Dower made under a former Order of this Court to Dianthe Norville Widow of the said William Norville, is so made as to operate to the prejudice of the sale of said premises. It is therefore Ordered that the appraisement and assignment of dower be set aside. And it is further Ordered that the said premises be reappraised and dower assigned to the said Dianthe Norville by the Oaths of Joshua Marshall, Thomas Ford and Anson Darrow, Lidicious disinterested men of the Vicinity, according to the former Order of this Court for the assignment of dower in this Case, and report their proceedings herein forthwith, and that after such assignment of dower and reappraisement the said administrator proceed to sell said premises according to a former Order of this Court, and report his proceedings at 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 foregoing entry is truly taken and Copied from the Journal of the Court of Common Pleas of said County of the Term of September A.D. 1851.

Witness my hand and seal of Office at Marysville this 6th day of October A.D. 1851.

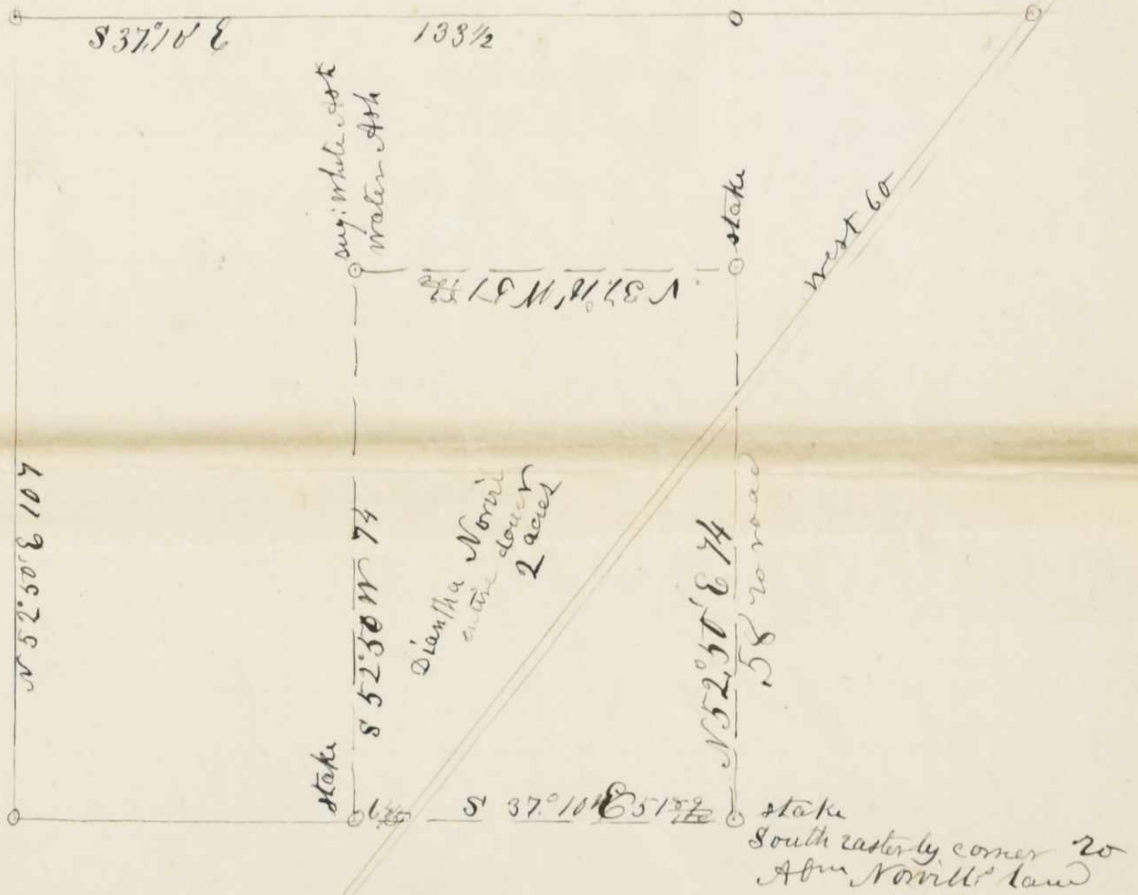
James Kirkpatrick Jr Clerk of Union Common Pleas.

Charles W Lyon admr of the
Estate of Wm Norville
v
Dianthe Norville & others

Pet to Sell Land

Description of Land

Situate in the County of Union and State of Ohio, and bounded and described as follows, towit, beginning in the line of Joseph Spain's land at a stake corner of land deeded by Peter Black and wife to Abram Norville; thence N 52° 45' E. 109 poles and four links to an ash, elm & hickory corner to Joseph Spain; thence with his line N 37° W. 94 3/4 poles to a beech sugar and iron wood corner to Samuel Hains land; thence S 52° 45' W 109 poles and four links to Abram Norville's corner; thence S 37° E 94 3/4 poles to the begining Containing Sixty five acres more or less, and part of Survey No 12282 in the name of Richard Dorsey. Also One other tract bounded and described as follows towit, being part of Virginia Military Survey No. 12282 entered in the name of Richard Dorsey on the waters of Darby's Creek Original quantity Seven hundred and fifty acres beginning at a stake in the centre of a road leading from Middleburg in Logan County to Nevelton in Union County, thence N 52 1/2° E. 53 1/2 poles to an elm, hickory and black ash, thence S 37 1/2° E 40 poles to a stake in said road thence with it west 66 poles to the beginning Containing Six acres two rods and thirty poles



I certify the above to be a correct plot of part of Survey No 12282 set off to Dianthia Novill as her entire dower in 72 acres of land of Wm Novill deceased late of Union County possessed

Oct 9th 1851 A. J. Wilkins Surveyor

Union Com. Pleas

Dower Book action

v

Martha Norwell

order for assigning
dower

Filed April 15. 1851
D. Mitchell for clerk

24

In obedience to the within writ we the
undersigned Commissioners named in said
writ do report that after being sworn as the law
directs we have set off to Dianitha Norwell as
her Dower in the within discribed Real Estate 25.
acres Bounded as follows Beginning at a stake
in the center of the Road in the S. E. line of the survey
thence with the Road West 60. poles to a stake Corner to the
Lot then with the line of Allen & Beals line
South 52. West 29. poles to a stake then South 10½ West
18. poles to a stake in the Road then with the Road West
15. poles to a stake then S. 2 West 40 poles to
a stake then East 76. poles to a stake in the line
of the survey then with said line S. 38. East 51. poles
to the Beginning all of which will appear on
the plat here with annexed the lot appraised to ten
dollars per acre subject to Dower

M. H. Wadhams
William B. Green
John Crowder

Fees in the above Case

M. H. Wadhams	$ 1.00
John Crowder	1.00
Wm. B. Green Surveyor	2.00
Commissioners	1.00

Charles W. Seym administrator of the estate of William Norvill deceased
vs
Diantha Norville et al

Petition for Sale of Real Estate.

The Court being satisfied that it is necessary to sell the real estate of the said William Norvill deceased, to pay his debts, and that the defendants herein have been duly notified of the pendency of this petition as prescribed by Law. It is ordered that John Crowder, M. H. Wadhams and David Wilson judicious and disinterested men of the vicinity set off and assign to Diantha Norville the widow of said William Norville deceased, her dower in the premises, set off by metes and bounds, in each or one of said tracts of land, or specially of the rents and profits if no division can be made, and also appraise said premises, subject to the encumberance of dower so assigned and make return of their proceedings herein forthwith.

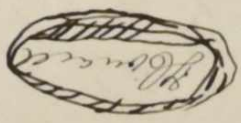
The State of Ohio Union County, ss.

I, James Kinkade 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 entry is truly Copied from the Journal of said Court of the term of November A.D. 1850

Witness my hand and the seal of said Court at Marysville this 20th day of November A.D. 1850

James Kinkade Jr Clerk

Filed April 6 - 1850
James Lynn Clerk



SALE OF REAL ESTATE BY ORDER OF COURT.

On the 3d day of April A. D. 1852, between the hours of 10 o'clock A. M. and 4 o'clock P. M. at the residence of Diantha Norvill, (on the premises) situated in Liberty township Union county and State of Ohio, will be sold to the highest bidder, the following real estate as the property of William Norvill, deceased; Being part of survey No. 12282, in the name of Richard Dorsey, and bounded and described as follows, to wit: Beginningin the line of Joseph Spain's land at a stake, corner of land deeded by Peter Black and wife to Abraham Norvill; thence North 52 deg. 45 m. east 109 poles and 4 links to an ash, elm and hickory, corner to Joseph Spain; thence with his line north 37 deg. east 91¾ poles to a beech, sugar and iron wood, corner to Samuel Hains' land; thence south 52 deg. 45 m. west 109 poles and 4 links to Abraham Norvill's corner; thence south 37 deg. east 91¾ poles, to the beginning containing sixty-five acres more or less.

ALSO

One other tract or parcel of land situated in the township and county aforesaid being also a part of said Survey No. 12282 in the name of Richard Dorsey on the waters of Darby creek—original quantity seven hundred and fifty acres and bounded and described as follows, to wit. Beginning at a stake in the centre of a road leading from Middleburg in Logan county to Newton in Union county, thence north 52½ deg. east 53½ poles to an elm, hickory, and black ash; thence south 37¼ deg. east 40 poles to a stake in said road; thence with it west, sixty-six poles to the beginning, containing six acres two rods and thirty poles said premises above described are subject to the dower of the widow. Appraised at $5,50 per acre subject to said dower.

Terms of sale one-third of the purchase money in hand on the day of sale, and the residue in one and two years thereafter, with interest from the day of sale to be secured by mortgage on the premises

CHAS. W. LYON, *Administrator* of WILLIAM NORVILL deceased.

COLE & COATS, Att'ys.

February 24, 1852. n24w4.

I, C. S. Hamilton, do solemly swear that I am publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County and that the annexed Notices were published in said Newspaper for consecutive weeks prior to the third day of April 1852

C S Hamilton

Sworn to and subscribed in open Court this 6 day of April 1852.

James Lynn clerk

No. 50-CH-27

Union Common Pleas Court.

Orland Hoskins
Plaintiff,

AGAINST

Rosette Hoskins
Defendant.

APR TERM. 1851

Dismissed

Journal 3 Page 14

Record No. No Record. Page

Ex. Doc. A Page 10

Chy No. 44

Apland Hoskins

vs

Rosett Hoskins

Cost Bill made

No Record

Orland Hoskins
vs
Rosette Hoskins
In Chancery
Petition for
Divorce

Filed November 7th 1850
James Kinkade Jr Clerk

J C Dougherty
Sol for petitioner

State of Ohio } To the Honourable Judges of the
Union County } Court of common Pleas of
Union County in Chancery sitting

Humbly complaining sheweth unto your honours
your petitioner Orland Hopkins has been a resident of the County
of Union and state of Ohio for more than
one year last past, and that your petitioner
was lawfully joined in the bands of Matrimony
to his present wife Rosette, on the 29th day of
November 1842, from which time forward they
have been, and now are inhabitants of the
state of Ohio and County of Union And
your Petitioner further showeth unto your
honours that the said Rosett, since the 28th day
of November 1842 appeared wickedly disregarding the solemnity
of her vows and the sanctity of the Marriage state
~~contracts~~ hath committed adultery at divers times
with Samuel Rayatte, And others to your
petitioner unknown. And your petitioner
further showeth unto your honours that on or about
the 15th of October (1849) the said Rosett had been
boarding and residence at the house of One Gideon Draper in
the County of Union, Ohio, that on the same night
of October 18th 1849, she the said Rosette left her
room and followed the said Samuel Rayatte
out of the house into the door yard. And
the said Samuel Rayatte then and there had
carnal connection with the said Rosett and
she the said Rosette did then and there commit
adultery with him the said Samuel Rayatte
And your petitioner further showeth unto your
Honours that by means of the said several
premises above set forth the domestic peace
and happiness of your petitioner has been entirely destroyed

In tender consideration whereof and to the end that the said Rosette may true full and perfect answer make to the matters and things herein charged and set forth as fully as if the same were here again repeated and she interrogated thereto) And particularly that she may set forth and discover whether your petitioner and she the said Rosette were not joined in the wedlock as aforesaid and whether since her marriage with your Petitioner she has not committed adultery with the said Samuel Rayortee at the time and place and under the circumstances herein before set forth or how otherwise or at some other time and when and with some other persons and whom And that the marriage contract between your petitioner and the said Rosette may be dissolved according to the statutes in such cases provided. And that your petitioner may have such other and further relief in the premises as may be agreeable to equity. May it please your honors to grant unto your petitioner the writ of subpoena issuing out of and under the seal of this honorable Court to be directed to the said Rosette commanding her on a certain day and under a certain pain therein to be expressed personally to be and appear before your honors in this honorable Court then and there to make true and full and perfect answer to all and singular the premises and to stand to abide and perform such order, direction and decree as to your honors shall seem meet and according to the statutes in such cases provided.

J. G. Doughty Solicitor for
for Petitioner

Orland Hoskins vs Robert Hoskins

	CR	1.80
	Sheff Malin	.16

all petit Corts

20
.80
.10
.20
.47½
1.77½
3

25.12/n

8.34
16.32
24.66

Chancery Case File

Case No. 1850-CH-0028

No. 50-CH-28

UNION COMMON PLEAS COURT.

John Cassil Plaintiff

against

Thomas R. Price Defendant.

NOV TERM. 1852

Discontinued

Journal 5 Page 126

Record No. 6 Page 211 295

Ex. Doc. A Page 5

Chy No. ~~[illegible]~~ 23

John Cassil

vs

Thomas R. Price

D. Q. p. 199

John Carsill
vs

Thomas R. Price

Bill for Dec

Filed Novr. 19. 1855
James Kinkade Jr Clerk

By O Black

To the Honorable the Judge 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 John Cassil of the County and State aforesaid that — on or about the 26th day of July 1848 one Thomas R. Price of the County and State aforesaid (and whom your Orator prays may be made defendant to this bill) executed a Mortgage in fee simple upon the following real estate in said County of Union to wit — on Inl Lots (No 31.) and (32) (No Thirty one and Thirty two being the Block on the North West Corner of Main and Cross Street — fronting 8 poles on Cross Street — and 10 poles on Main Street to an alley each way — and which mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of a certain Note to R. S. Maynard of even Date with said mortgage for the sum of Three hundred and forty four Dollars in good Merchantable Horses payable in one year from the date thereof with interest and your Orator further represents that said mortgage was duly recorded in said County of Union at 10 o'clock A.M. on the 11th day of January 1849 —

And your Orator further represents that the said R. S. Maynard on the 16th day of December 1849. assigned said Note to to your Orator for value received. and delivered said mortgage to your Orator

— And your Orator represents that ~~said Horses Note on the~~ the amount of Horses mentioned in said Note was not paid to the said Maynard nor to your Orator at the time limited in said Mortgage.

— And your Orator further represents that that the said sum of Three hundred and forty four Dollars with the interest accrued thereon is now due to your Orator on the security of said mortgaged premises as assignee of said

Before R S Maynard - and that your orator has frequently and in a friendly manner ~~called upon~~ applied to the said Thomas R. Price and requested him to pay the same which he the said Price neglects to do.

Your orator therefore prays process of subpoena against the said Thomas R Price and that he to the best of his knowledge remembrance and belief full true and direct answers make to all and singular the matters aforesaid; and that an account may be taken under the direction and decree of this honorable Court of what is due on said mortgage and note, and that the said Thomas R Price may be decreed to pay what shall thus appear to be due with costs and in default of such payment that said mortgaged premises may be sold and the proceeds applied to the payment of your orators said note and mortgage and that your orator may have such other and further relief in the premises as to your honors shall seem meet & he shall ever pray &c.

P. Bleale Sol,
for Petitioner

Issue a subpoena for Thomas R. Price

P. Bleale

Received Sixty Dollars on the within and
J R Price Oct 1 1857
P Bloodworth
for Self

J Price
To Mortgage
R J Mainard

Filed for Record
January 5 1849
12 o'clock A M
and Recorded
January 11 1849 10
o'clock A M in
Book 12 Pages
126 & 127
James Turner
Recorder
M C O

fees paid

This Indenture made this 25th day of October A D 1848 between Thomas R Price and Mary Jane Price his wife of the County of Union and State of Ohio of the one part and R S Maynard of the county and State aforesaid of the other part Witnesseth that the said Thomas R Price & Mary Jane his wife for and in consideration of the sum of three hundred and forty four dollars to them in hand paid by the said R S Maynard the receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents doth grant bargain and sell unto the said R S Maynard and his heirs and assigns forever the following premises situate in the county of Union and State of Ohio and in the Town of Summersville and bounded and described as follows to wit, Inlots Numbers thirty one and thirty two being the block on the N W corner of Main & Cross Street fronting 8 poles on Cross Street and 10 poles on Main Street to an Alley each way to have and to hold the premises aforesaid with all the priveledges and appurtenances thereunto belonging or in anywise appertaining unto him the said R S Maynard his heirs and assigns forever Provided always and these presents are upon this express condition that if the said Thos. R Price his heirs executors or administrators shall pay or cause to be paid unto R S Maynard his certain Attorney or Attorneys heirs executors administrators or assigns three hundred and forty four dollar in good merchantable Horses on or before the 25th day of July 1849 with interest thereon in manner particularly specified in a certain note bearing date July 25th 1848 executed by the said Thomas R Price to said R S Maynard then and from thenceforth these presents and every thing therein contained

shall cease and be void any thing herein contained to the contrary notwithstanding In witness whereof we have hereunto set our hands and affixed our seal the day and date above written

Singed sealed & delivered in presents of — Thomas R Price (SS)
James R Smith — Mary Jane Price (SS)
A. S. Davis

State of Ohio } ss
Union County } On the 25th day of October 1848 before the subscriber an associate Judge in and for said county personally appeared the said Thomas R Price and Mary Jane Price who signed and sealed the foregoing deed an acknowledged the signing and sealing thereof to be their act and deed for the purpose therein expressed and the said Mary Jane Price wife of the said Thomas R Price being by me examined seperate and apart from her said husband and the contents of said deed being fully made known to her by me. She did declare upon such seperate examination that she did voluntarily sign seal and acknowledge the same and that she is still satisfied therewith given under my hand and seal the date above written

James R. Smith associate Judge (SS)

August the 14th 1849 Recd. on the abov Mortgage sixty Dollars from Thomas R. Price which is to be credited by Mr. Allison's Levy on execution Issued in the case of M. Phillips vs R. S. Gallagher et al

John Cassel

Recd. on the abov Mortgage fifty seven dollars & fifty cents Oct. 14th 1849 John Cassel

price paid	Aug. 14	49	$60
" "	Oct. 4	49	57
" "	Apr. 14	54	70
" "	Oct. 4	54	30

$186.57

Union Com Pleas

John Cassil
vs
Thomas R. Price
subpoena chy

I hereby acknowledge service of the within writ of subpoena upon me and enter my appearance to the petition

Nov 19 1850 Thos R. Price

Filed November 19, 1850
James Kinkade Jr
Clerk

8 Bloods all for
Compt.

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Thomas R. Price

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~~ Forthwith, to answer a Bill in chancery, exhibited against him by John Cassil

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 19th day of November A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

One year after Date I promise to pay
R S Maynard three hundred & forty four
Dollars in good Good & Merchantable Horses
or for value received with Interest July 25th 1848
Thomas R Price

For value Received I assign the within Note
to John A. Castel. Nov 16th 1849

R. L. Maynard

Recd

Principal
Int.
$35.00
$34.65

John Cockrill
vs
Thomas R Price
Decree of Sale

Filed July 27 1854
Jas Dunn Clk

Received this writ July 5th 1854
Had the within described Property appraised on the 26th day of July A D 1854 by the oaths of Samuel Bones L. B Sanders and W D W Mitchell as follows
Lot No 31 at three hundred and seventy dollars
Lot No 32 at thirty dollars
Returned by order of P B Cole Attorney
July 27th 1854

	Fees Milage	150
	Levy	35
	Levy	35
	Inquest	100
	Copy of Appraisement	30
4800	Return	10
1925	Appraisers fees	150
6725		$5,10

William C Martin Sheriff

The State of Ohio Union County
To the Sheriff of said County Special Master
Ve Greeting Whereas at the June Term of the
Court of Common Pleas Continued and
held for said County on the 19th day of
June AD 1852 in a certain Cause in Chancery
therein pending wherein John Cassil
complainant and Thomas R Price
Defendant The Court order and decree
that you expose to sale the premises in the
bill described, as follows Situate in the
County of Union and State of Ohio and in
the Town of Summersville and bounded
and described as follows to wit, In lots
No Thirty one (31) and Thirty Two (32) being
the block on the N. W. corner of Main &
Cross Streets fronting 8 poles on Cross Street
and 10 poles on Main Street to an alley
east way, to satisfy said Complainant
in the sum of one hundred and Eighty
Six dollars, with interest thereon from
the 19th day of June AD 1852 untill
paid together with the costs on said de
cree taxed to $4.69 and also the
accruing costs and of this writ make
due Return

Witness James Lunn Clerk
of said Court at Marysville
this fifth day of July 1854
James Lunn Clerk

The State of Ohio } Received this writ Dec
Union County SS } 16th 1866

And on the 25th day of January 1867
I have the within described lands &
tenements appraised by the oath of
Josiah Toberry Peter Stell & F. G. Thomas
at $75.00

Returned without further proceedings by order
of Plaintiff Atty

Fees service	45
Serving	90
Summons & Ret	150
Appr fees	150
Writ & Ret	150
Copy & Ret	25
	$6.60

D A P 199

UNION COMMON PLEAS.

John Cassil for the use of Henry Cowles

vs.

Thomas R. Price

Order of Sale.

Judgment	$	48.00
Costs,	$	19.25
Increase of Costs.	$	5.08
This Order,	$	70

Recorded

FILED Jany 29 A. D. 1867

Jabez Randall Clerk

Cole & Cole Attorneys.

THE STATE OF OHIO, } TO THE SHERIFF OF UNION COUNTY,
Union County, ss. } AND SPECIAL MASTER, GREETING:

Whereas, on the 2d day of November of the October Term, A. D., 1866 of the Court of Common Pleas of said County John Cassil for the use of Henry Coles rendered judgment against Thomas R. Price for the sum of $48.00 with interest thereon at 6 per cent. together with his costs herein taxed to $19.25 and it appearing to the Court, that the claim upon which the above Judgment was rendered is secured by mortgage on the following premises, in Union County, Ohio, and bounded and described as follows, to wit:

In Lots No.s (31) Thirty one & (32) Thirty two being the block on the N. W. corner of Main & Cross Streets fronting 8 poles on Cross Street & 10 poles on Main Street to an alley each way,

You are therefore commanded to proceed forthwith to appraise, advertise and offer for sale said premises, to satisfy said Judgment and costs, and costs that may accrue, and that you make due return of your proceedings herein, together with this writ, in sixty days from this date.

Witness my hand and seal of said **Court,** at Marysville, this 14th day of December A. D. 1866

Taber Randall CLERK, U. C. P.

7687

Chancery Case File

Case No. 1850-CH-0029

No. SD-CH-29

Union Common Pleas Court.

Margaret McColley
Plaintiff,

AGAINST

Wm McColley et al,
Defendant.

SEP TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 82

Record No. 6 Page 161

Ex. Doc. 4 Page 116

Ch. No. ~~40~~ 33

Margaret McCollery

vs

Jno. McCollery & Thomas McCollery

Petition of Coll.
in chy dem copy

Post Bill made Record

Recorded

Margaretta McCalley
vs
William McCalley
& Thomas McCalley.

Petition for
Dower

Filed November 21. 1850
James Kinkade Jr Clerk.

Boundaries. corrected
by order of court,
and bill refiled
July. 2 - 1851
Refiled
Filed July 2. 1851
J Kinkade Clk

J. G Dwyght Sol
for complainants
Recorded

State of Ohio, To the Honorable Judges of the
Union County, Court of Common pleas of Union
County in Chancery Sitting

Respectfully represents, unto your honors
your petitioner Margarette McCalley of the County
of Union and State of Ohio. That on or about the
20th day of September 1830 Your petitioner intermarried
with John McCalley then of Union County Ohio
that the said John McCalley departed this life
on or about the day of July 1835 at the County
of Union where he then resided and where his
principal Messuage was situate leaving your
Petitioner his widow and William McCalley and
Thomas McCalley his heirs at law and
entitled to the next immediate estate of inheritance
in the land and tenements hereinafter
mentioned that the said Margarette McCally
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 Knowns

As part of Survey No 2992 Entered and
Surveyed for William Vaughan on South
side of Millcreek. Bounded as follows.
Beginning at a White Oak thence
N 80 E. 80 poles to two Ironwoods. Thence
S 10 E. 150 poles to two Sugartrees
thence S 80 W. 80 poles to an
Ash thence N 10 West 150 poles
to the beginning containing
Seventy five Acres.

~~fifty six poles to a stake being the North East corner of the said William McCollys land. Thence North Eighty degrees East One hundred and twelve and fifty poles to the beginning Containing Thirty seven Acres fifty three and 75 poles more or less~~ The above land held by a Deed in fee simply in which your petitioner is entitled to dower according to the statutes in such Case made and provided. Your petitioner therefore prays process of Subpoena against the said William McColley and Thomas McCalley and that they may upon their corporal oaths, to the best and utmost of their knowledge remembrance information and belief full true ~~and~~ direct 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 honours may seem equitable And your petitioner shall ever pray.

J C Dought Sole
for complainant

Union Com Pleas

Margaret McCalley

v

William McCalley &
Thomas McCalley

Writ of Slower

Filed May 10. 1857
James Kirkwood Jr Clerk

Not Recorded, the description being all wrong VC

J. E. Slaughter atty for Pltff

Received this Writ May 3rd 1857
Returned By order of the Plaintiffs Attorney
May 18th 1857
Fees Serving 35
Mileage 60
Costs Attorney 1 00
William C. Mullen Sheriff

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 Margaret McCalley of Union County Ohio, widow of John McCalley late of said County deceased, One full equal third part of the following real estate, to wit, situate in the County of Union and State of Ohio, known as the east part of Lot No 6. of Survey three thousand and six of the Virginia Military district, adjoining the lands of Isaac Anderson and others beginning at two sugars and an ash being the north east corner of the aforesaid survey and running thence south seven and three fourths degrees East, fifty six poles to a beech, being the north east corner of the said Andersons land, thence with said Andersons land south 80 degrees west one hundred and twelve and 3/8 poles to a stake being the south east corner of William McColleys land thence north 7 3/4 degrees west fifty six poles to a stake being the north east corner of the said William McColleys land, thence north eighty degrees east One hundred and twelve and 3/4 poles to the begining containing thirty nine acres fifty two and 3/8 poles more or less 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 Margaret McCalley is Petitioner and William McColley and Thomas McCalley are 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 necessary 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 Kirkade Jr Clerk of said
Court of Common Pleas at Mansfield
this 3rd day of May. A.D. 1851

James Kirkade Jr Clerk

Union Com Pleas

Margaret McCoolley
vs
William McCoolley &
Thomas McCoolley

Sub in Ay

Filed Nov. 22. 1850
Da Kirkpatrick jr clerk

Recorded

Served the writ personally on William McCoolley
December 21 1850 & Thomas McCoolley Not found
Fees Mileage 30
Serv 35
Return 15 $1.00
Wm C Mullin Sheriff

McDoughty atty for
Petitioner

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

William McColley and Thomas McColley

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, ~~on the first day of the next Term thereof~~ Forthwith, to answer a Petition for Dower ~~in chancery~~, exhibited against them by Margaret McColley

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 21st day of November A. D. 1850

James Kinkade Jr Clerk of Common Pleas.

Copy of the deed
The boundaries of
the land, in the McLaughlin
Case for Survey

Ralph Osborn
Lee
John McCawley

Part of Survey No 2552

Entered & surveyed for Wm Croghan on south side of Mill creek Bounded as follows Beginning at a white oak thence N 80 E 80 poles to two Ironwoods, thence S 10° E 150 poles to two Sugar trees, thence S 80 W 80 poles to an ash, thence N 10 W 150 poles to the beginning containing seventy five acres

James Lowry
Recorder

Filed May 3. 1851
J. A. Kirkwood for Clerks

Margaret McCauley, } Ins Dower
vs
William McCauley
& Thomas McCauley

Issue an order in the above case to the Sheriff of Union County to set off Dower in the above case.

J. C. Dougherty
for Petitioner

J. James Rinkadle
Clerk of C. C. pleas
May 2 - 1857.

Filed July 10. 1857
D Kinkadeff clk

Margaretta McCowley
&
William McCowley and
Thomas McCowley

In Union Common Pleas. Dower

Issue an order to the Sheriff of Union County in the above case to set off Dower.

J C Doughty - Atty for petitioner

To James Runkle Clerk.
of Union C. Pleas.
July 8th 1851.

Union Com. Pleas

Margaret McColley
vs
Wm McColley &
Thomas McColley

Writ of Dower

Filed October 2d 1837
Jas Hutchison Jr Clerk

Recorded

Doughty atty for Pltf

Received this writ July 10th 1837 By the oaths of James Thompson Sheldon Smith and Samuel Hanawalt 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 Margaret McColley as her dower estate so much of the real estate within described as is contained within the following boundaries Beginning at a white oak root north west corner to the original lot thence N 80 E with the line of said lot 82 poles to two Iron woods North East Corner to said lot thence with the east line South 9, E 50 poles to a stake thence South 80 W 82 poles to a stake in the west line of said lot thence N 10 W 50 poles to the Beginning, and by the oaths of the same men the yearly value of the real estate within discribed estimating the same from the 21st day of November AD 1831 Is fairly and truly appraised at forty dollars per Annum — after deducting necessary Expenses

Fees Milage	60
Fees	35
Inquest	1 00
Appraisers	1,50
Surveyor	1,50
Mencuras	1,00
	$ 5,96

Oct 1st 1837

William C Alexander Sheriff

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 Margaret McColley of Union County Ohio, widow of John McColley late of said County deceased, One full equal third part of the following real estate, to wit: Situate in the County of Union and State of Ohio, Known as part of Survey No. 2992 entered and surveyed for William Croghan On South side of Mill creek bounded as follows beginning at a white oak thence N 80 E. 80 poles to two Ironwoods. thence S 10. E 150 poles to two Sugar trees, thence S 80. W 80 poles to an Ash, thence N 10 West 150 poles to the beginning Containing Seventy five acres, 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 Margaret McColley is Petitioner and William McColley and Thomas McColley are 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 necessary 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 Kirkade Jr Clerk of said Court of Common Pleas at Marysville this 10th day of July A.D. 1857.

James Kirkade Jr Clerk.

Margaret McColly
vs
William McColly
Thomas McColly et al

Petition for Dower
Common Pleas
Union County

We the Commissioners appointed in this case to Assign dower to Margaret McColly widow of John McColly late of union County Decd in the following Real Estate situate in said County and in Millcreek Township known as part of Survey No 2992 Entered and surveyed as folows Beginingat a White oak Thence N 81 E 80 poles to Two Iron woods Thence S 10 E 150 poles to Two Sugartrees Thence S. 81 W 80 poles to an ash Thence N 10 W 150 poles to the Begining containing seventy five acres
Having been duly sworn upon Actual view of the premises do Assign to the said Margaret McColly for her Dower Estate. so Mutch of said lands as is contained within the the following limits Begining at a white oak Root north west corner to the original lot thence N 80 E with the line of said lot 82 poles to two Iron woods North East corner to said lot Thence with the East line South 9. E. 50 poles to a stake Thence South 80 W 82 poles to a stake in the west line of said lot Thence N 10 W 50 poles

to the Beginning
and we do Estimate the yearly value
of the Real Estate above described Esti
mating the same at forty Dollars pr
Annum after deducting the necessary Expences
given under our hands and
seals this 11th day of July AD
1851

James Thompson
Sheldon Smith
Samuel Hanawalt
Commissioners

Surveyed after being duly sworn, under the direction of James Thomson Sheldon Smith & Samuel Hanawalt Commissioners on the 11th day of July 1851 the Dower of Margaret McCawley in the following manner to wit, Beginning at a white oak root being the north west corner to the premises of John McCawley Decd thence with his line N 80 E 82 poles to two Ironwood Northeast corner to said premises thence with another of the lines of said premises S 9 E 50 poles to a stake thence S 80 W 82 poles to a stake in the west line of said premises thence N 9 W 50 poles to the Beginning

Levi Phelps Surveyor

W. C. Malin
& C. Myers } CCs

No. 50-CH-30

Union Common Pleas Court

Leyne Starling Plaintiff,

against

Wm. Starling et al Defendant.

MARTERM. 1853

Journal 5 Page 201 202

Record No Record. Page

Ex. Doc. Page

No 3005 calls for a judgt at its NE corner B

Union Com Pleas

in

Lyne Starling

v

~~Joseph~~
William Starling
et al

in

Pet for partn & to
In Chy

Filed November 23. 1850
James Kirkpatrick clerk

This case abated by
RB death of Compt—
no record to be made
Costs of this case taxed
in case of Wm Starling
Copied

M L Sullivan

To the Court of Common Pleas in and for the County of Union In Chancery sitting.

Your petitioner Lyne Starling of the state of Kentucky son of Edmund Starling and hereinafter so designated

Represents:

That Lyne Starling late of the County of Franklin in the state of Ohio died on or about the 19th day of November in year one thousand eight hundred forty eight.

The said Starling during his lifetime made his last will and testament with codicils thereto, which were admitted to probate duly proved and ordered to be and recorded in the Court of Common Pleas of said County and also with the probate &c duly recorded in the Counties of Hardin Logan and Union. ~~Counties~~.

The said Starling by his said will having devised to James Smith and Starling Price a farm situate in Hardin County commonly called "Wild Cat Lodge" by the twentieth item of his said will devised to William Starling eldest son of Lyne Starling Jr. of the City of New York and to Sullivant Starling, the youngest son of the said Lyne Starling Jr and to Edmund Starling grandson of testators brother Edmund and to the eldest son of testators niece Susan Ramey and to William Marshall, son of testators niece Sarah Taylor, all the residue of his the said testators estate and interest in lands in said County of Hardin and ~~the counties of Logan and Union~~ all his said testators lands and estate and interest in

lands of every kind and description (including tax titles) lying and situate in the Counties of Logan and Union in the same state, in fee simple, as tenants in common and in the following proportions: to the said William Sterling, Sullivant Sterling, and Edmund Sterling, each one undivided fourth part, to said eldest son of Susan Ramey and William Marshall each one undivided eighth part. And it was provided by said will, that inasmuch as a part of the said interest in lands so devised consisted of tax titles to land, or claims upon land for taxes, the said testator in and by his will authorized John W Andrews of Franklin County Lyne Sterling Jr of the City of New York and Mary Thomas of Franklin County to settle arrange and compromise or to sell in such manner as they might deem best, any or all of such tax titles or claims for taxes, and on any such compromise or settlement or sale being made to execute any and all deeds of conveyance or releases of any such interests in lands by tax sale tax title or claim for taxes; and all deeds releases and acts of said Andrews Sterling Jr and Thomas done by virtue of the aforesaid authority should be forever binding and conclusive upon the said William Sterling Sullivant Sterling Edmund Sterling, the eldest son of the said Susan Ramey and William Marshall and their heirs. Provision was also made by said will for the survivors of said Andrews Sterling Jr and Thomas acting in the premises, for said powers ceasing on the arrival of either of said devisees at twenty one years of age as to the share of such devisee. The said testator also ~~provided~~ in said item twentieth of said will authorized

the said Lyne Starling Jr and the legal guardian of the said Edmund Starling for the time being respectively, to sell from time to time at public or private sale, and in such manner as they might respectively deem best, and to convey in fee simple — (the said Lyne Starling Jr so much of the land in said item of said will devised to his children, and the said guardian of the said Edmund Starling so much of the land in said item devised to him) as would raise for each of said devisees respectively the sum of two hundred dollars per annum for their support, and as much more as might be necessary to pay the taxes that might be payable upon their respective shares of the land devised to them and it was provided by said will that all such sales and conveyances should be forever binding upon the said children of the said Lyne Starling Jr and the said Edmund Starling respectively and their heirs; but that no such sale should be made of any part of said share of either of said devisees after said devisee should have arrived at the age of majority by said Guardian or Lyne Starling Jr

And in and by the ~~thirty seventh~~ item of said will it was provided that in case of failure of title to any land devised by said will, there should be no claim on any part of his the testators estate or against any of the devisees or legatees named in said will, on account of any such failure; and that in any devise of land or interest in lands lying in the state of Ohio (elsewhere than in the county of Monroe) it was not the intention of the said testator to include any interest whatever in land theretofore sold by him and not conveyed but for which contracts were then outstanding, or land which he may have theretofore sold and the contracts for which may have been rescinded

any time prior to his death, or the land subjected by any decree in chancery to sale for the purchase money and bought in by him at any time prior to his the testators death; but all such lands were go to the executor of said testator &c.

The said will was made and executed on the ~~[illegible]~~ seventh day of August AD 1847.

On the 27 day of December AD 1847 the said Sterling made one of said Codicils to said will and thereby and by the eleventh item of said Codicil, changed the said devises of the lands lying in the Counties of Union Logan and Hardin, and in place of said devises, which he revoked, he devised said lands in said 20th item of said will mentioned as follows: to the said William Sterling, son of Lyne Sterling of the City of New York one equal undivided Sixth part thereof; to the said Sullivant Sterling son of the said Lyne Sterling p. one equal undivided Sixth part; to the said Edmund Sterling grandson of testators brother Edmund one equal undivided sixth part thereof; to the said eldest son of testators late niece Susan Ramey and the said William Marshall, each, one equal undivided twelfth part thereof; and the remaining equal undivided third part thereof to Lyne Sterling son of testators brother Edmund Sterling, Lucas Sullivant son of Joseph Sullivant and the youngest son of John A Smith of Highland County, Ohio, ~~[illegible]~~ share and share alike; but that said item 20th of said will should stand in full force in all respects except as modified by said Codicil

and all the devises made by said codicil to be subject in all respects to the provisions of said 20th item

Afterwards and on the 3d day of September AD 1848 by one of said codicils admitted to probate &c as hereinfirst mentioned the said testator devised to William Sturling and Charles Sturling sons of testators brother Edmund Sturling in fee simple one sixth part, share and share alike, of all said testators real estate held by bond title or otherwise which might remain unsold by him at the time of his decease situate in the Counties of Logan and Hardin in the State of Ohio excepting the lands in his will devised to James Smith and Sturling Price.

The provisions of said will and codicil relating to said devises above mentioned will more fully and at large appear by reference to a duly certified copy of said will and codicils with the probate thereof herewith filed and made an exhibit in this cause.

The eldest son of testators niece the late Susan Rumey is named Peter Rumey and the youngest son of John A Smith is named Lyne S. ~~Jane~~ # Smith, and are the persons intended and described in the said will and codicils.

By virtue of said will and codicils the said devisees hold the following portions of said estate and lands in Logan ~~Hardin~~ & Hardin described in said will and codicils as follows:

The said William Stanley son of Edmund Stanley and said Charles Stanley, each one undivided twelfth part; the residue thereof, after taking out said undivided interest of said William and Charles and subject to the same, as follows

To William Stanley (son of Lyne Stanley Jr.) Sullivant Stanley (son of same Lyne Stanley Jr) and Edmund Stanley (grandson of Edmund Stanley) each one undivided sixth being $\frac{5}{36}$ to each

To Peter Ramey and William Marshall each one undivided twelfth being $\frac{5}{72}$ to each

To Lyne Stanley (son of Edmund) Lucas Sullivant and James W Smith, each, one undivided ninth, being $\frac{5}{54}$ to each

And by virtue of said will and codicils the said devisees hold the following portions of said estate and lands in Union County:

William Stanley and Sullivant Stanley (sons of Lyne Stanley Jr.) and Edmund Stanley (grandson of said testators brother Edmund) each one undivided sixth;

To Peter Ramey and William Marshall each one undivided twelfth,

To Lyne Stanley (son of Edmund Stanley) Lucas Sullivant and ~~James~~ Lyne W. Smith, each one undivided ninth

That said Lyne Starling deceased, in his lifetime, owned in said Counties of Union Hardin and Logan, many thousands of acres of land some of which in entire tracts he sold out; some of which were sold for taxes, and as your petitioner avers, said sales for taxes were illegal and the proceedings not according to law; that it is extremely difficult to now ascertain all the lands covered and included in the devises aforesaid. Among the lands devised as aforesaid and to which said devises are entitled under and by virtue of said will and codicils are the following;

In Union County:

In survey No 2671 in name of R Stephenson 200 acres (a part of said survey) and bounded eastwardly by lands now or lately occupied by J W Robinson and one Michell. northerly by the line of said survey ~~[illegible]~~ westerly by lands now or lately occupied by I C Robinson and southerly by Darby Creek

Also ninety six acres in the same survey and in the north ~~east~~ west corner thereof and bounded on the north and west by the lines of said survey and on the south by lands now or lately occupied by J Bowles and on the east by said Michell

Also 669 acres (part of a survey of 1000 No 2875, S Waller original proprietor) bounded in the north east and South by the original lines of said survey and westerly by lands now or lately occupied by R R Hale, L N Hale A A Williams A Wilcox and Isaac Talbot

Also 136 acres in Survey No 9918, being lot No 2, as marked on the plat herewith filed marked No (1) and made part of this bill.

L J

Also 107 acres in the South west Corner of Survey No 2983 bounded west and north by the lines of the survey and east and south by land now or lately occupied by I C Hynes

L J

Also 129 acres in Survey 2675 or 3483 bounded on the east and south by the lines of the survey and on west by lands now or lately occupied by Jesse Porter and William Wright and on the north by land now or lately occupied by Grant Erick. ~~One Massey is in possession of said 119 acres claiming some title to the same but in fact not having any title whatever thereto except a void sale for taxes. He is made party defendant hereto.~~

L J.

Also Survey No 3156 of 200 acres
L.J. quantity about 209 acres Original
Proprietor H Bungamer.

also 100 acres in Survey No 3748
L.J. bounded by the lines of said Survey and
the lands now or lately occupied by one
D Neal and conveyed to said Neal by
said Sterling

L.J. Also Survey No 3241, 200 acres
OR Harris in Original proprietor

Also 285 acres in the north-~~and~~
-west Corner of and a part of Survey
No 3749 bounded on the North and
west by the lines of the Survey, and east
by lands now or lately occupied by
William H Hames and on the South by
lands now or lately occupied by Charles
Peach

new land

Also Survey No 12283 of 750
acres. original proprietor G. Wilkison

To be left out

also Survey No 5499 of 239
acres, original proprietor R Means
Also Survey No 5504 of
200 acres Original proprietor R Means

80 in Amos Bales hse in Bals Pat of L.J.

Also about 838 acres in Survey
No 419 Original proprietor Wm Brown
L.J. original quantity 1200 acres but the
exact amount cannot be ascertained

Also 130

without reference to a master, a survey &c

Also some part of Survey No 3483 original quantity 450 acres original proprietor Sullivant & Stephenson, but what portion or how much cannot be ascertained except by reference to a Master Survey &c.

Also some part of Survey No 3163 Original Proprietor R Stephenson but what portion or how much cannot be ascertained except by reference to a master survey &c

Also about 285 acres in the South East part of Survey 1074 and 1075 but the precise quantity and its boundaries cannot be ascertained except by reference to a master survey &c

In Logan County.

In Logan County; and in Virginia M District

No of Entry	Orig^l Propr^r	Original quantity	Quantity devised	Nature of title.
9936	J Berwick	1000	1000	Legal Title, fee.
⊗ 9934	Ross & Wallace	716 2/3	716 2/3	Tax title, fee.
9910	J Gilmore	550	550	Tax title fee
9958	Alex^r Parker		468 being lots No. 1. 2 3 and part of No 6. per plat herewith filed and made part of this bill marked A.	Legal title - fee -
⊗ 5275	M Murphy	100	100 Tax title	Tax title fee

⊗ not to be included in partition

In Hardin County; and in Virginia Military District

No. of Entry	Original proprietor	Orig'l Quantity	Quantity Desired	Estate &c Nature of Title &c.
10501	A Parkers heirs	162½	162½	legal title - fee.
12292	Sneed	777½	777½	legal title - fee
10296	S Hopkins	388	388	legal title - fee
12291	M.E. Wilkins	778 (½	778½	legal title in undivided half - fee - they Thomas owns other ½.
10046	Chas Cutts	750	750	legal title - fee
10016	W H Bayless	1000	~~[illegible]~~	being Lots No. per plat herewith filed and made part of this bill marked (B.). legal title - fee -
10500	A Parkers heirs	1044	1044	legal title - fee -
10013	Hibbard Wyatt	320	320	legal title - fee -
10172	P Stewart		130	exact quantity not known
10020	J Berwick	1000	259	description not known
10176	D Williams	quantity unknown part sold by L Starling in his life time		
10				
10973	Easton & Santee	200	200	Tax title - fee.
10036	B Stubblefield	500	500	Tax title - fee
12096	A Norvell	150	150	Tax title - fee
10353	M Barnes	100	100	Tax title - fee
12097	Wm. Carter	200	200	Tax title - fee
12097	S Cole	100	100	Tax title fee

10029	B Stubblefield	1000	1000	Tax title - fee
10104	I Manlove	1000	one half, being South half; north half owned by Wray Thomas.	Tax title - fee.
10103	I Manlove	1000	The North East quarter-	tax title-fee
10030	R Means	1000	1000	Tax title - fee.
9995	W Brownlee	900	900	Tax title fee.
10613	Smith Snead	660	660	Tax title - fee.

N Sold out

No 2673

Your petitioner states that there are other lands in said counties covered by said devise to said devisees, and which when ascertained either by said devisees or by an officer of this court upon an order of reference your petitioner prays may be subject to the final order of this court and the proceedings and partition herein.

Charles and William Starling sons of Edmund Starling, Edmund Starling (grandson of said Testators brother Edmund,) William Marshall hereinbefore named are non residents of this state and reside in the state of Kentucky. The said ~~Lyne~~ ~~L~~ William Starling (son of Lyne Starling of New York and Sullivant Starling (also son of said Lyne) are ~~infants~~ and non residents of this state and reside in the state of New York. The said Peter Ramey is a non resident of this state and resides in the state of Virginia. The said Lucas Sullivant son of Joseph Sullivant and said ~~James H~~ Lyne S. Smith are infants, and reside the first named in Franklin and the last named in Highland county, in this state, all of whom are made parties defendants to this bill

Your petitioner prays that said defendants may answer the premises; disclose what tracts of land are covered by said devises; that the Court may ascertain, and that upon final hearing all the lands which by the devises herein before mentioned are owned by said devisees in common may be partitioned according to their several interests or otherwise disposed of in whole or in part under the order of the Court; that whatever taxes on said land owned in common by or may be paid by the said parties in interest may be adjusted and ordered paid and refunded as a lien on said lands. and that your petitioner may have such other and further relief as to the Court may be deemed meet &c. and that subpoenas may issue &c

Lyon Stanley

Swan & Andrews
for petr &c

Filed April 17, 1855
J Kirkpatrick Jr Clerk

NOTICE

TO Charles and William Starling, (sons of Edmund Starling); Edmund Starling, (grandson of Edmund Starling, the latter being tho brother of Lyne Starling, late of Franklin county, Ohio, deceased,) William Marshall, William Starling and Sullivant Starling, (the two last named sons of Lyne Starling, of the State of New York); Peter Ramey; Lucas Sullivant (son of Joseph Sullivant); and James W. Smith;

You are hereby notified that Lyne Starling, son of Edmund Starling, on the 22d day of November, A. D. 1850, filed in the Court of Common Pleas of Union county, a bill in chancery against you, and which is now pending, setting forth the terms of the devices to you and the undersigned contained in the last will and testament with the codicils thereto, of Lyne Starling (late of the city of Columbus, Franklin county, Ohio,) of lands in the counties of Union, Logan and Hardin, in the State of Ohio, and praying that all the said lands devised to you and the undersigned by said Lyne Starling, deceased, may be ascertained and partitioned according to thetr several interests under said devices, or otherwise disposed of, in whole or in part, under the order of the court; and that, whatever taxes on the said lands owned in common have been or may be paid by the parties in interest, operate as a lien and be adjudged and ordered paid, &c.

And you are further notified that unless you appear and plead answer or demur to said bill within sixty days after the next term of said court of common pleas of Union county, a decree will be taken at the next term thereafter against you.

LYNE STARLING.

SWAN & ANDREWS,
Sol'rs. for Petitioner.
Jan. 15, 1851 n20w6

I, C. A. Saunders do hereby certify that I am publisher of the Marysville Tribune a weekly newspaper published and in general circulation in Union County, and that the annexed notice was published in said paper six consecutive weeks, prior to the 14th day of April A.D. 1851.

C. A. Saunders

Sworn to and subscribed ~~before me this~~ in open Court this 17th day of April A.D. 1851.

James Kirkpatrick Clerk
of Union Co P

$5 25 pd.

L Stanley
v
M Stanley

Filed July 9. 1857
Ethan Mack f Clk

Lyon Stanley
v
Wm Stanley et al } In Chy

Issue Subpoena to Shff Franklin against Lucas Sullivant (Son of Joseph Sullivant)

and to Shff Stoughton County against James W. Smith

Isaac V Rider

Union Com. Pleas

Lyne Starling
vs
William Starling

Sub in chy

Serbd this bill on
Lucas Sullivant - per-
sonally by copy
Oct 3rd 1851
John Greenlief
Fees 78cts Shiff

Filed Oct 4. 1851
James Kirkpatrick
Clerk

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union,~~ Franklin Greeting:

We command you to summon Lucas Sullivant

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~~ forthwith, to answer a Petition for Partition &c ~~in chancery~~, exhibited against him & others by Lyne Starling

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of September A. D. 1851

James Kinkade Jr

Clerk of Common Pleas.

Union Com Pleas

Lyne Starling

vs

William Starling et al

Sub in chy

Filed October 7th 1851

Ja Kirkpatrick Jr Clk

I hereby the within writ on the within named defendant Lyne Starling & Mary A Starling & Lewis Curtis & Cory of the within writ

Sheriff fee Sept 3, 1857 Davis & Stewart & Co

$1,00

$6 50

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Highland, Greeting:

We command you to summon

Lyne Starling 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, ~~on the first day of the next Term thereof,~~ forthwith to answer a Petition ~~in chancery~~, exhibited against him & others by for Partition, & C

Lyne Starling

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of September A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

Stanley
v
Stanley.

Partition

Answer
of L. Shipp Smith

Filed Apl 7. 1852

James Lemon Clk

Lynn Starling
vs
William Starling
et al —

In Chancery — Partition

Union County —

and the said Lynn Starling Smith by his father and Guardian John A. Smith duly appointed by the Court of Common Pleas of Highland County, Ohio, and Guardian ad litem &c appointed by this Court &c. answers the bill filed herein and says that it is for the interests of himself the said Lynn Starling Smith that partition &c should be made as prayed by the bill, and he consents thereto &c

Lynn Starling Smith
By his Guardian &c
John A. Smith

Chancery Case File

Case No. 1851-CH-0001

No. 51-CH-1

Union Common Pleas Court.

Wm Williams

Plaintiff,

AGAINST

Benjamin Williams et al

Defendant.

JUN TERM. 1852.

Dismissed

Journal 5 Page 105

Record No. 6 Page 182

Ex. Doc. A Page 195

Chy. No. ~~12~~ ~~44~~. 33

William Williams
vs
Benjamin Williams

Ct A Bill
made
Record

Recorded

Your Petitioner further represents that all of the persons before mentioned and described are tenants in common with your Petitioner in the real Estate aforesaid

Your Petitioner therefore prays, that all of the persons aforesaid may be made parties defendants to this Petition by Publication according to the statute in such cases made & provided. That the same Estate of the said Catharine Williams may be assigned & set off in the real Estate aforesaid and that partition of said real Estate may be made or if the same cannot be done without manifest injury that then the same may sold or other order taken in the premises in pursuance with the statute in such cases made & provided &c

John J. Williams
Sol for Petitioner

Williams Petition
vs
Williams
et al
Petition for Partition

Filed January 30. 1851
James Brinkerhoff Clerk

J. J. W.

To the Court of Common Pleas of the County of Union and State of Ohio

Your Petitioner William Williams of the County of Marion and State of Ohio, represents, that sometime in the month of August A.D. 1843, Abraham J. Williams of the State of Missouri departed this life intestate & without issue of his body and seized in fee simple of the following real Estate situate in said County of Union, to wit, Survey Number 10177 containing five hundred & twenty three acres more or less. That said Real Estate descended to the following persons as the Brothers Sisters & Nephews of said Abraham J. Williams

1st John Petitioner, Minerva Williams, John R. Williams, David Williams, Benjamin Williams, Rebecca H. intermarried with P. L. Hoult, of the County of Franklin Ohio, Mary Williams intermarried with Felix Reniff of the County of Pickaway Ohio and are each entitled to one Equal undivided seventy-fifth part of the real Estate aforesaid, Maria J. Williams, Margaret P. Williams, Mary E. Williams, Sarah E. Williams, & Abraham J. Williams of the County of Marion & State of Ohio the latter five of whom are infants & are Each Entitle to one fifth of one seventy of one ninth part of the real Estate aforesaid as the children of Abraham J. Williams a deceased Nephew of the aforesaid A. J. Williams deceased

2d Mary Williams intermarried with Jacob Widener of the County of Pickaway Ohio who as a Sister of said Abraham J. Williams is entitled to one Equal undivided ninth

part of the real Estate aforesaid

3rd " Joseph Williams a brother of said Abraham J Williams deceased of the County of Hardy and State of Virginia who as such is Entitled to one Equal undivided ninth part of the real Estate aforesaid

4th " James Williams a brother of the said Abraham J. Williams dec^d of said County of Hardy & State of Virginia who as such is also Entitled to one Equal undivided ninth part of the real Estate aforesaid

5th " Elisabeth intermarried with George W. Waite of the State of Missouri who as a sister of said Abraham J. Williams dec^d is also Entitled to one Equal undivided ninth part of the real Estate aforesaid.

6th " Joseph Williams of the City of New York Isaac V Williams of the State of Illinois Pyatt County, James Williams of the State Indiana Vincent J Williams & Sarah intermarried with Benjamin Pruitt of the County of Pickaway & State of Ohio Rebecca H intermarried with Mr. Dowell White of the County of Franklin Ohio, who are heirs at law of Isaac Williams deceased a deceased brother of the said Abraham J. Williams deceased and are each Entitled to one sixth of one ninth part of the real Estate aforesaid

7th " Vincent Williams of the City of New Orleans State of Louisiana, Edward Williams of the City of Baltimore & State of Maryland Sally E. intermarried with John Young of the County of Franklin & State of Ohio Mary H intermarried with Stephen

Kinnear, William S Williams Josephine M Williams & Elisabeth A Williams of the County of Pickaway and State of Ohio Children & heirs at law of Edward Williams a deceased Brother of the said Abraham S Williams deceased and as such are entitled to one ninth part of the real Estate aforesaid. And Catherine Williams as the widow of the said, Edward Williams dec'd, is entitled to dower in one ninth part of the real Estate aforesaid who also resides in said County of Pickaway Ohio,

8th " Eliza Haines intermarried with James Vance of the County of Ross Ohio Mary Haines intermarried with John E Cummins of the County of Pike & State of Ohio. Frances Haines intermarried with Charles Beal of the State of Virginia children & heirs at law of Rebecca Haines a deceased Sister of said Abraham S. Williams deceased and as such are Each entitled to one Equal undivided, one fourth of one ninth part of the real Estate aforesaid

9th " James Vance & Elisabeth Vance intermarried with David Cunningham of the State of Missouri & William Vance of the County of Hardy & State of Virginia children, & heirs at law of Catharine Vance a deceased Sister of the said Abraham S Williams deceased and as such are Each entitled to one Equal undivided one third of one ninth part of the real Estate aforesaid

Williams
vs
Williams

Filed July 9. 1857
James Kinkade Jr clerk

PARTITION NOTICE.

To Abner K. Williams, David Williams, Benjamin Williams, R. L. Howlett & Rebecca H. his wife of the county of Franklin Ohio, FelixRenick & Mary his wife, of the county of Pickaway Ohio, Maria T. Williams, Margaret P. Williams, Mary E. Williams, Sarah E Williams & Abraham J. Williams of the county of Marion and State of Ohio, Mary Widener, of the county of Pickaway Ohio Joseph Williams of the county of Hardy and State of Virginia, James Williams also of said county of Hardy and State of Virginia, Elizabeth Waite and George Waite her husband of the State of Missouri, Joseph Williams of the city of New York, Isaac V. Williams of the State of Illinois Pyatt co. James Williams of the State of Indiana, Vincent J. Williams, Benjamin Reneck & Sarah his wife, of the co. of Pickaway and State of Ohio; McDowell White & Rebecca H. his wife, of the county of Franklin Ohio, Vincent Williams of the city of New Orleans & State of Louisiana; Edward Williams of the city of Baltimore and State of Maryland: John Young and Sally E. his wife of the county of Franklin Ohio; Stephen Kinnear & Mary H. his wife, William S. Williams, Josephine M. Williams and Elizabeth A. Williams of the county of Pickaway and State of Ohio; James Vanse & Eliza his wife, of the county of Ross Ohio; John E. Vanmeter & Mary his wife of the co. of Pike Ohio; Charles Beal & Frances his wife of the State of Virginia, James Vance, Davdi Cunningham and Elizabeth his wife of the State of Missouri and William Vance of the State of Virginia, you will take notice that on the 30th day of January A. D. 1851 the undersigned filed a petition in the Court of Common Pleas of the county of Union Ohio, where the same is now pending, demanding partition of the following real Estate situate in said co. of Union, to wit: Survey No. 10177 containing five hundred and twenty-three acres more or less. The undersigned demands that partition be made of said lands as follows: To the undersigned, also Abner R. Williams, David Williams, Benjamin Williams, Rebecca H. Howlett and Mary Renick, each one equal seventh of one ninth part of said real estate, To the said Maria T. Williams, Margaret P. Williams, Mary E. Williams, Sarah E. Williams, and Abraham J. Williams each one fifth of 1-7 one of ninth part thereof. To the said Mary Widener one equal ninth part thereof. To the said Joseph Williams one equal ninth part, thereof. To the said James Williams one equal ninth part, thereof. To the said Elizabeth Waite one equal ninth part, thereof. To the said Joseph Williams (of New York) Isaac V. Williams James Williams (of Indiana) Vincent I. Williams and Sarah Renick and to the said Rebecca White, each one equal sixth of one ninth part thereof. To the said Vincent Williams Edward Williams, Sally E. Young, Mary H. Kinnear, William S. Williams Josephine M. Williams and Elizabeth A Williams one equal one seventh of one ninth part of the real estate aforesaid, To the said Eliza Vanse Mary E. Vanmeter and Frances Beal each one fourth of one ninth part of the real estate aforesaid. To the said James Vance Elisabeth Cunningham and to the said William Vanse, each one equal third of one ninth part of the real estate aforesaid. And to the said Catharine Williams as the widow of Edward Williams dower in one ninth part thereof.

And that at the next term of said court application will be made by the undersigned for an order that partition may be made and said dower assigned of said premises.

WILLIAM WILLIAMS.
By JOHN J. WILLIAMS,
his Attorney.

Feb, 5th, 1851. pf$14,00n21w6.

I do hereby certify that I am publisher and proprietor of the Marysville Tribune, a weekly newspaper published and in general circulation in Union County, Ohio, and that the annexed notice was published in said newspaper for six consecutive weeks prior to the 14th day of April A. D. 1851.

A. K. Williams

Sworn to and subscribed before me this 9th day of July A.D. 1851

James Kinkade p clerk of Union Com. Pleas.

Chancery Case File

Case No. 1851-CH-0002

Chancery Case

1851-CH-0002

located with

District Court Case

1852-DC-0013

No. 51-CH-3

Union Common Pleas Court.

Richard Wattkinson
Plaintiff,

AGAINST

Julia Cardozo.
Defendant.

JUN TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 32

Record No. 6 Page 79

Ex. Doc. A Page 34

Chy No. ~~4943~~.

Richard W. Atkinson admr
of the Estate. James M Cardozo

vs

Sarah Cardozo et

File Compl
File Answer

Cas A Bill made
Record

Recorded

Richard M Atkinson
Adm. of the Estate of
Cardozo deceased
vs
Sarah Cardozo
Petition to sell
Land

Filed February 14, 1857
James Kirkpatrick Clerk

Cos A Bill made
Record
Recorded

16 Dollars Fee
for Petitioner

State of Ohio } To the Honourable Judges of the
Union County } Court of Common Pleas of Union County

Your petitioner Richard W Atkinson Administrator of the Estate of James M Cardoy deceased respectfully represents that the total value of the personal Estate and effects of said decedent is as near as can be ascertained is fifty eight Dollars which will more fully appear by the certificate of the Clerk of this Court herewith filed marked (A) but not more than forty Dollars seventy two cents can be realized therefrom that the amount of debts owing by the deceased as nearly as they can be now ascertained amount to ~~one~~ two hundred and ~~twenty three~~ Dollars and thirty seven cents and the amount of the charges of Administration to about forty Dollars the personal Estate and effects are insufficient to pay said debts. The said decedent died seized of the following Real Estate situate in the County of Union State of Ohio and in the Township of Jerome being part of Survey 2991 originally entered in the Name of J. Philips Lot No 1 in the North East corner of a tract of land containing One hundred and Ninety two Acres deeded to said Richard Atkinson by Jane Sterling Beginning at the North East corner of the aforesaid tract on a Road and commencing at a large White Elm thence along said Road S 10 E 58 poles 16 links to a Stake Thence S 80 W 105 poles to a Stake Thence N 10 West 58 poles 16 links to a Stake Thence N 80 E 105 poles to the beginning containing thirty eight Acres and One half said above described land held by Deed in fee and that the value of the Real Estate was returned by the appraisers in the inventory which said land was appraised at twelve Dollars per acre the said decedent died leaving no Widow who is entitled to dower in said premises.

The following person is the heir having the next Estate of inheritance in the premises above described from the said decedent. Namely. ~~Cardozo~~ Cardozo. &
Your Petitioner prays that that the said person above mentioned and described having the next Estate of inheritance in said premises from said decedent. be made party defendant to this petition and the rights of the above named defendant adjusted and that Your Petitioner may be ordered to sell said Real Estate &c. And such other relief &c.

By J. C. Doughty Sol.
for Petitioner

To James Brokaw Clerk of Union Comm. Pleas.

Issue a Subpoena in the case of Richard W. Atkinson Administrator of the Estate of Cordozo deceased, against the sons Sarah Cordozo returnables ~~forthwith~~ at next Term of Court February 14th 1850

J. C. Doughty Atty for petitioner

The State of Ohio Union County ss

I hereby Certify that the Inventory of the Estate of James M Cardozo deceased. filed in this Office August 3. 1850. amounts to $58.00

James Kinkade Jr Clerk of Union Com Pleas.

(A)

Union Com Pleas

Richard W Atkinson
admr &c
vs
Julia Cardozo

order for sale

Filed June 23. 1857
J A Kirkpatrick p clerk

Richard W. Atkinson admr
of the Estate of James M. Cardozo decd.
vs
Julia Cardozo

Petition to Sell Land.

The Court being satisfied that it is necessary to sell the real estate of the said James M. Cardozo deceased to pay his debts, and that the defendant has been duly notified of the pendency of this Petition as prescribed by Law. It is ordered that said Richard W. Atkinson as said Administrator proceed to sell said premises described according to Law, as appraised in the appraisement bill returned to this Court by the appraisers of the estate of James M Cardozo deceased, and upon the following terms. to wit: One half Cash in hand on the day of sale and the other half, in one year from said day of sale with interest the defered payment to be secured by mortgage on the premises and it is further ordered that said Richard W. Atkinson 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 James Kirkade jr Clerk of the Court of Common Pleas within and for the County of Union in the State of Ohio do hereby certify the foregoing entry to be truly Copied from the Journal of said Court of the Term of April A D 1851.

In testimony whereof I hereto subscribe my name and affix the seal of said Court at Marysville this 3rd day of ~~April~~ May A.D. 1851.

James Kirkade jr Clerk

Richd W. Atkinson adm

vs

Julia Cordozo decd

Report of Sale

Filed June 23. 1851
James Kirkpatrick Jr Clerk

Recorded

Richard W Atkinson (Administrator of the Estate of James M Cordozo dec'd) vs. Julia Cordozo } In Union Common Pleas -

In pursuance of an Order of sale made at the April Term 1851. of said Court - I ~~gave~~ notice of sale in due form of law and at the time and place mentioned in said Notices for sale (to wit) at the Court house in the Town of Marysville. On the 11th day of June 1851. I offered said property at Public Auction and John Countright Howey bid therefor Four 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.

Fees -

Richard W Atkinson Adm
of James M Cordozo dec'd

Publication of Notice $2.50
Jun 11 - 1851

Union Com. Pleas

Richard W. Atkinson adm. of the Estate of Jas M. Leardorf deceased
vs
Sarah Leardorf
Ret in chy

Filed March 13, 1851
James Kirkpatrick p.c.l.

Amended

D. L. Dougherty atty for Petitioner

Received this writ February 27th 1851
Served this writ by Leaving a certified Copy thereof at the Residence of Richard W. Atkinson the usual Residence of the within named defendant March 8th 1851

Fees Mileage 50
Serving 35
Copy 20
$1.05

William C. Melin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon ~~Sarah~~ Julia Cardozo

if She 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 a Petition to Sell Land ~~in chancery,~~ exhibited against her by Richard W. Atkinson Administrator of the estate of James M Cardozo deceased

and this She shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 14th day of February A. D. 1851

James Kinkade jr Clerk of Common Pleas.

Served this writ by delivering to the within named Julius Cordova ~~[illegible]~~ a certified copy of this writ at his residence

Mount Meigs 28 1837

W. H. Green to Allen Sheriff

Union Common Pleas

Richard M. Allen administrator of the Estate of James McCardy deceased

vs

Julius Cordova

~~[illegible]~~ Defendant

Writ in ejectment

Received at Mt Meigs 27-1-1837

Richard M. Allen

Plaintiff's Attorney

J. W. Gaston atty for Defendant

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon ~~Sarah~~ Susan Cardozo

if She 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 a Petition to Sell Land ~~in chancery~~, exhibited against her by Richard M. Atkinson Admnistrator of the estate of James M. Cardozo deceased

and this She shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 14th day of February A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

I certify the above to be a true Copy of the original Writ

William C. Mulin Sheriff W.C.

Filed June 23, 1857

J. A. Kirkpatrick Jr. clerk

SALE OF REAL ESTATE BY ORDER OF COURT.

ON the 11th day of June 1851, at 9 o'clock A. M., at the door of the court house, in the town of Marysville, Union county, will be sold to the highest bidder, the following Real Estate, as the property of James M. Cordozo dec'd, to-wit:—Being part of survey No. 2991, originally entered in the name of J. Philips, in lot No. 1, in the N. E. corner of a tract of land containing one hundred and ninety-two acres, deeded to said Richard W. Atkinson, by Lyne Starling: Begining at the N. E. corner of the aforesaid tract, on a road and commencing at a large white elm, thence along said road S. 10 E. 58 poles, 16 links to a stake; thence S. 80 W. 105 poles to a stake; thence N. 10 W. 58 poles 16 links to a stake; thence N. 80 E. 105 poles to the begining, containing thirty-eight acres and one-half. Appraised at twelve dollars per acre. Terms of sale; One half in hand, on the day of sale, and one half in one year from the day of sale, to be secured by Mortgage on said premises, with interest.

RICHARD W. ATKINSON,
Administrator of
James M. Cordozo, dec'd.

may 7 '51 4w pd

State of Ohio
Union County ss I
Hamilton do make solemn oath
that a Notice of which the annexed
is a true Copy was published for
four weeks successively immediately
previous to the 11th day of June 1851
in the Marysville Tribune a
Newspaper of general circulation
in the County of Union where
the lands are situated

C. S. Hamilton

Sworn to and subscribed before me
this 23 day of June A D 1851

Lewis Lowes J P

No. 51-CH-4

Union Common Pleas Court.

James Wasson
Plaintiff,

AGAINST

Silas B Strong et al
Defendant.

JUN TERM. 1852

Dismissed

Journal 5 Page 119

Record No. No Record Page

Exc. Doc. A Page 197

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

Chy M ~~No~~ ~~21~~ 33

Mains Watson

vs

Silas G. Strongebals

Cost Bill

Made

No Rec'd

And your petitioner further prays that upon the hearing hereof that your petitioner's lien of the said decree on the said lands be set up and the same be paid and satisfied out of the money soon about to be paid by said Judy to said Strong for the said lands; or that the said Strong account to your petitioner for any part or portion of the said money which is going or about to be paid over to the said Strong, and that the same be applied to the satisfaction of the residue of the said decree. And that your petitioner have such other & further relief in the premises as may be agreeable to equity & good conscience.

And your petitioner will ever pray &c.

Powell & Buck
Sols. for Complt.

Union Com. Plea
May Term 1857.

Mary Dickson
vs.
Silas C. Strong et al
Bill in Chancery.

Filed February 24, 1857
James Kirkpatrick Clerk

Copied for N.T.

To the Judges of the Court of Common Pleas for the County of Union, in Chancery sitting.

Your Petitioner Means Wason respectfully represents that on or about the 3d day of October A.D. 1837 at the Court of Common Pleas in & for the County of Union in the State of Ohio, being the law side of this Court the President, Directors & Company of the Clinton Bank of Columbus by the consideration of the sd Court recovered judgment against Silas G. Strong, Stephen McLain & Ransom Clark (the sd Strong being principal & the other defendants sureties) for the sum of $1015, 30 cents & $7.05½ cents costs.

Immediately thereupon the sd Strong filed his bill in Chancery in this Court against the sd Clinton Bank & obtained an injunction to stay execution on the said judgment for certain reasons set up in the sd bill, which injunction was afterwards by this Court at their April Term (to wit April 21st) A.D. 1838 dissolved & a decree rendered therein for the payment of the sd judgment at law in favor of the sd Clinton Bank & against the sd Strong, which was appealed to the Supreme Court by the sd Strong; & which case upon such appeal afterwards at the June Term (June 27th) A.D. 1840 came up to be heard in the said Supreme Court in Chancery in & for the sd County of Union; & upon the hearing thereof in the said Supreme Court as aforesd a decree was rendered

therein against the said Strong and in favor of the said Clinton Bank for the payment of the said judgment as follows to wit, Amount of the said judgment & interest $1188.23

"	Penalty thereon	118.23
"	Costs at law	33.42
"	Costs in Chancery	18.80

And upon which judgment and decree various executions were issued upon which various increase Costs were made amounting to the sum of about $92.96. upon which judgment and decree various Collections by executions & otherwise were made as follows to wit.

Amt. Recd.	May 19. 1840	$ 47. 84
" "	April 8th 1848	204. 00
" "	November 20th 1849	1124. 05
" "	"	~~$1376.30~~

The liens of the said judgments and decree were kept alive by the due issuing of executions thereon, and lying on the same land hereinafter described. All of which will fully and more at large appear by the record of this Court; reference for that purpose being thereto had.

And your Petitioner further represents that the said Claim by means of the said judgment and decree in favor of the said Clinton Bank against said Strong has been duly assigned by the said Clinton Bank for valuable Consideration to your Petitioner who is now seeking to Collect the same for his own use and benefit.

And your petitioner further represents that at the July term (July 12.) 1839 of this Court on the law side thereof Henry Starr recovered judgment against the said Silas G. Strong for the sum of $2536.39 cents damages and the sum of $7.62 cents costs of suit. And on this judgment execution was issued and levy made on the following described real estate of the said Strong to wit:— About 260 acres of land in Survey No. 3351 in the said County of Union, bounded as follows: beginning at an ash sugar & linn in the original south line of the said Survey and Corner to Joshua Mathiot's land thence N. 16° W. along Mathiot's line 152 poles to a stake corner to a lot owned by Stephen McLain; thence E. 30 poles, thence North 90 poles crossing the road at 75 poles to a stake; thence West 22 poles to a stake in the east line of what is known the steam Mill lot; thence N. 16 poles to a stone in Mill Creek; thence down Mill Creek with the meanders thereof 160 poles to a stake 4 poles due west from a large sugar tree; thence east to said sugar tree; thence S. 5° E. 73 poles to an elm & buckeye in the Waldo State road; thence with said State road S. 80 poles to the center of the Delaware road; thence S. 64° W. 4 poles to the center of the Dublin road; thence with the Dublin road S. 55° E. 177 poles to a hickory corner to a lot owned by Adam Wolford; thence S. 35° W. 152 poles to an elm in said original south line of said Survey, thence with said south line S. 80 W. 104. poles to the beginning.

which tract or lot of land, after various executions, was sold by the Sheriff of Union County on the 29th day of May, 1849, to the said Henry Starr on an execution issued on his said judgment & for the satisfaction thereof for the sum of $3554.20 cents which was thus applied on balance of the judgment and interest to that time — $2900.22

Amt. of Costs in the Case	123.54
" Fees on the land	34.20
Amt. Allowed Starr on his Judgt.	$3057.96
Leaving a balance of	$496.24

which was thus applied on other judgments

November 20. 1849. to Clinton Bank	$318.36
" " Franklin Bank	92.93
" W. Wells	75.00
Special Master's fees	10.00
	$496.29

And your petitioner represents and so insists, that at the said time of the said sale of the said ~~Starr~~ land to said Starr there was due on the said Decree in favor of the said Clinton Bank so assigned to your petitioner as aforesaid besides the said sum of $318.36 cents so applied as aforesaid a large sum of money to wit, from $500 to 800, and which was a prior lien to the said judgment of the said Starr on the said land of the said Strong. and which should have been first satisfied out of the said money arising from the said sale; and why the said Starr applied the said sum of $318.36 and no more your petitioner is not advised.

And your petitioner shows the Court that the said decree in this Court in favor of the said Clinton Bank was rendered as aforesaid April 21st 1838, which then was and became a lien on the said land and the appeal and decree in the Supreme Court preserved the lien, and which by due issuing of executions thereon has been preserved to the present time.

Your petitioner further shows that he has been informed and so charges the fact to be, that the said Strong had paid the said Starr more money than was ~~due~~ credited, on his said judgment, and at the time of the sale there was not due on the said judgment the sum which was then applied thereon as aforesaid; but which money by an agreement between Starr and said Strong was reserved in the hands of said Starr to be paid over to Strong in case said Starr realized enough otherwise out of the land to pay the said judgment; and whether such money is still in the hands of the said Starr or not your petitioner is not informed.

And your petitioner is further informed and so charges the fact to be, that before the sale of the said land to the said Starr it was agreed upon by and between the said Strong and Starr, that in consideration that Strong would not further resist the said sale of the said land that the said Starr would purchase in the land and would again sell the same at some good opportunity and would refund and account to the said Strong

one half of all he could realize from such sale after paying him said Starr what was actually due him for principal and interest on the said Judgment. And your petitioner further represent that the said Starr has recently sold the said lot of land to one Joshua Judy for the sum of $4500. which the said Judy is now about to pay to said Starr for the conveyance to him of the said land, and upon the receipt of such money from Judy, said Starr is about to pay over to the said Strong a large sum of money a part thereof to wit; about the sum of $1000, as Strongs part or portion of the said money under the said agreement.

And your petitioner further represents that the said Strong is perfectly insolvent and now resides some where in the state of Illinois, and your petitioner has been wholly unable to collect against said Strong by execution any thing further on the said Judgment and decree so as aforesaid assigned to him except by setting up his lien upon the said land as aforesaid.

Your Petitioner therefore prays that the said Silas G. Strong, Henry Starr and Joshua Judy be made defendants hereto by due process of subpoena; and that they upon their respective oaths answer all and singular the premises as fully and particularly as though they were specially interrogated to each and every part hereof and that the said Strong & Starr may state and set forth what amount was actually due and unpaid on the said judgment from the said Strong to said Starr? Whether the said Starr has or not, received any money which has been or might be applied to the said judgment, which has not so been applied; or what has been or is to be accounted to the said Strong, and not appearing in the said record and proceedings? What amount is to be paid to the said Strong out of the purchase money to be paid by said Judy? What agreement or understanding was there between said Strong & Starr as to any sum or sums which should be paid by said Starr to said Strong out of the purchase money he said Starr should receive upon any sale made of the said lands?

Union Com. Pleas

Means Wason
vs
Silas G. Strong et al

Sub in chy

Filed April 15. 1857
D Kinkade for Clk

Powell & Burke Solrs
for Compt.

Lorenzo Thos Ann't February 24 1857
By Stevens to Jonathan Lucky a certified copy
of the Ann't of Thos & Strong and Henry Nam Not found
Fees Mileage 35
Serv 85
Copy 10
Millicent de Mulin

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Silas G. Strong, Henry Starr and Joshua Judy

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, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them by Means Wason

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 24th day of February A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

what services it was allowed, or what had he done to entitle him to it? And will you state why $75. was allowed to M. Wells as stated in your Bill?

5. If you took the assignment before the 20th of November 1849 will you state whether the distribution made on that day was not made with the consent and co-operation of the Clinton Bank acting by its Attorney, or whether it was not mutually arranged between the two Banks that the Money should be divided as you have stated?

The Complainant is required ~~under oath~~ to make full and explicit answers under oath to these several interrogatories, according to the best of his knowledge, information & belief.

Henry Starr -

Union County Com. Pleas.

Henry Starr & others.
vs
Means Madson.

Answer of Henry Starr, to Interrogatories.

Filed May 1st 1857
James Moorhead
Clerk

State of Ohio

Union County & Court of Common Pleas.

I, Henry Starr, answer a Bill in Chancery exhibited in this Court by Means Wasson against Silas G. Strong, Joshua Judy and myself as follows.

I reserve all right of exception to said Bill for its imperfections and uncertainties, and especially to its want of Equity in giving this Court jurisdiction of the matter alleged.

It is the object of the Bill, according to its prayer, to set up the lien of a Decree in Chancery of this Court, in favor of the Clinton Bank of Columbus as prior to the lien of the Judgment under which the tract of Land described in the Bill was sold on Execution and purchased by myself.

1. I except to the Bill because it is apparent upon its face that if such lien exists, the Clinton Bank has ample remedy at law, by proceeding to sell the land on Execution to be issued on the Decree.—

2. I except to the Bill because it appears that if the Bank chose to affirm the sale, and claim its proceeds on account of a prior lien, they had ample remedy at law by applying to the Court to have the proceeds applied to the payment of their Decree.

3. I except to the Bill because it appears that a Distribution of the proceeds of sale was made by order of the Court confirming the sale, and that a portion of the proceeds was paid to and accepted by the Bank.—

4. I except to the Bill because if the order of distribution set forth in the Bill was erroneous the Bank had ample remedy at law by Certiorari to the Supreme Court to correct it.

5. I except to the Bill because the Complainant cannot in his own name enforce a Decree in Chancery in favor of the Bank.

6. I except to the Bill because if its object be to reinstate a lien in favor of the Bank, it can only be by the Bank suing in its corporate name.

7.– I except to the Bill for its errors and imperfections in not stating specifically the date of the executions and levy upon the land, by which it is said the lien of the Decree of the Bank has been preserved.–

8.– I except to the Bill because it asserts a conclusion of law from a general fact without setting forth the particulars which authorise the conclusion.

9.– I except to the Bill as insufficient because it refers to the records of this Court for the purpose of ascertaining the facts which constitute the prior lien of the Bank to the land described in the Bill. It cannot be intelligently answered without an examination of those records The allegations of a Bill should be such as to furnish the materials for an intelligent answer from its face.

10. I except to the Bill because it is multifarious. It claims the proceeds of the sale of the land or a part of them on the ground of a lien on the land prior to the lien under which it was sold. It at the same time seeks to obtain a Decree against me on the ground of a promise made by me to Strong that if I sold the land for a greater sum than was due on my judgment against him, I would pay him the difference. If this be not the character of the Bill then this part of it partakes of a Judgment creditor's Bill. If it be so considered, the objection is equally fatal, because if I owe Strong on any account whatever I cannot be made liable to pay it to any one except a Judgment creditor, or one having a Decree in Chancery against Strong. The complainant has neither Judgment nor Decree.– He pretends to be only an assignee. For these and other errors apparent upon the Bill, I except to it & claim the benefit of a Demurrer.

In answer to the allegations of the Bill, I admit the recovery of the Judgment against the said Strong, McLain and Clark for $1015,30 and costs and the rendition of the Decree in Chancery in this Court and in the Supreme Court of the State of Ohio for the County of Union on appeal by the said Strong as stated in the Bill.—

I admit that various collections were made as stated. Those collections must be understood as applied to the Decree in Chancery and not to the Judgment at law, because the latter was merged in the Decree.

The complainant alleges that the "lien of the Judgment and "Decree were kept alive by the due issuing of executions thereon and "levied on the Land described in the Bill as will appear by the "records of this Court." Again he says "the Decree of the 21st of April "1838 in favor of the Clinton Bank in this Court was and became "a lien on the said Land, and the appeal and Decree in the "Supreme Court preserved the lien and which by due issuing "of Execution has been preserved to the present time"— If this be so, I emphatically ask why does not the Clinton Bank issue another Execution and make the money alleged to be due?

These allegations are matters of law as well as of fact. As to the law I make no answer. As to the fact, my information on the subject will not permit me to admit the statements to be true. I regret the pleader has not seen fit to state when the Executions were issued and when levied on the land, so that others might form a conclusion as to the law as well as himself. As it is not convenient for me living in Cincinnati, to go to Union County to examine the records of this Court in order to make such an answer as the complainant perhaps expects, I shall answer it according to my present information & belief. The Bill

should be so complete on its face & definite & precise in its alle-gations as to enable the Court to form an opinion from the particular facts which authorise the general allegation that the lien ~~of the lien~~ of the Judgment "has been preserved to the present day."

It is alleged in the Bill that the Decree of this Court on the 21 April 1838 became a lien on the land & that it has been preserved to this day." As to the preservation of the lien, I cannot admit the statement to be true. The Decree in Chancery might have been a lien on the land and have carried with it the lien of the Judgment, & this lien might have passed into the Decree of the Supreme Court of the 21st June 1840. The Bill seems to expect that I should admit or deny this general allegation. As it is a matter of law merely I decline to answer it.

Again the Bill alleges that "the said Judgment", — that is, the Judgment set up in the Bill and no other, — "and Decree", — that is, the Decree of the Supreme Court, as I understand it, "were kept alive by the due issuing of executions thereon and levied on the same land" described in the Bill. The preservation of the lien depends upon the fact of the due issuing of executions. I state as a matter of law, without meaning to swear that it is law, that a Venditioni Exponas is not such legal process as to preserve a lien, unless it recite or refer to the execution under which the levy has been made and describe the land levied upon. Divers executions have been issued in favor of the Clinton Bank against Strong, and Strong McLain & Clark reciting different Judgments. ~~It is difficult to see how the most cunning ingenuity could contrive such a tissue of blunders in issuing Executions.~~

In the first place I state by way of answer that no execution was ever issued on the Judgment set up in the Bill and levied on the land in question, nor was any execution ever issued on the Decree in Chancery in this Court of the 21 April 1838, nor was an Execution of any kind issued on the Decree of the Supreme Court of June 1840, or which made any reference to it, till the 6th of June 1842.

On the 21st October 1837 an Execution was issued on the Judgment set up in the Bill and levied on 230 acres of Land in Survey No 5504 and some articles of personal property. But this 230 acres is no part of the land described in the Bill. This levy on the land was afterwards set aside.

On the 30th of July 1838 an Execution was issued in favor of the Bank against the same parties reciting a Judgment for $906.93 and costs. But this is not the Judgment set up in the Bill. If it be said it was intended to be the same, then it was intended to issue an Execution on a Judgment against the three which was merged in the Decree against Strong only. Such an Execution would have been irregular.

On the 13th November 1838, a Venditioni Exponas was issued reciting the same Judgment for $906.93 and commanding the Sheriff to sell the lands which he had taken into his possession without saying what lands. A strange Vendi !!

29 April 1839. an execution was issued in favor of the Bank against the same parties reciting a Judgment for $906.97 & costs which was levied on 106 acres of land & a lot of 18 acres being a part of survey No 3351. This is a part of the land in question.

9th November 1839, a Vendi was issued for the sale of the land said to contain 98 acres of land and the lot of 18 acres, reciting the same Judgment for $906.97. No sale for want of bidders.

These four last Executions were not issued on the Judgment at law set up in the Bill or on the Decree in Chancery of April 1838, nor do they make any reference to either the Judgment or the Decree; so that they do not preserve the lien of the Judgment.— Indeed an Execution on the Judgment would have been irregular after its collection was enjoined, and no Execution could issue on the Decree of April 1838, after the appeal was taken. All executions of every kind were of course stayed till after the Decree in the Supreme Court of June 1840

If an execution had been issued on the Judgment set up in the Bill and levied on the land in question, before the Injunction was allowed, or on the Decree of April 1838, before the appeal was taken, it is not intended to say that such levy would be lost by the Injunction or by the Appeal. This is matter of Law.

I further state by way of answer that after the Decree in the Supreme Court in June 1840, no execution was issued till about a year and one half after. In the mean time the lien of my own Judgment had accrued.

27th December 1841, a Vendi was issued for the sale of lands without describing any Lands. This Vendi recites the Judgment set up in the Bill, and a levy on Lands without saying what lands — a strange Vendi!!

But the Land in question had not been levied upon by an Execution issued on the Judgment recited in the Vendi, and set up in the Bill. The Land which had been levied on under the Judgment set up in the Bill and recited in the Vendi was the 230 acres in another Survey. —
Besides if the Land had actually been levied upon under that Judgment the Vendi should have recited the Judg=ment and levy and the Decree of June 1840, into which the Judgment had passed, or in which it was merged.

Again there was no Judgment against the three men, on which an execution could issue after the Decree against Strong only was rendered which included the Judgment costs, interest and penalty, and if the land of M'Lain and Clark had been levied upon under the Judgment against them and Strong, it would have been released, as I suppose, by the Decree against Strong only.

The allegation of the Bill that at the July Term 1839 of this Court I recovered a Judgment at law against said Strong for $2536.39 damages and $7.62 costs on which an Execution was issued and

levied on the Land described in the Bill, containing about 260 acres, I admit to be true. This levy was made under an execution dated or tested the 27th June 1840. The levy was kept in force by successive Writs of Venditioni Exponas issued on the 15th June 1841, — the 8th of April 1842, — the 10th of August 1843, — the 4th May 1844, — the 20th September 1845, — — the 22nd June 1846, — the 27th June 1847, — the 26th August 1847, — the 25th January 1848, — the 12th April 1849, — Under this last Vendi I became the purchaser of said tract of Land for $3554.20 as stated in the Bill. This sum of money was applied or distributed by order of the Court as also alleged in the Bill, and so long as it stands it is conclusive upon the Bank, as I conceive. The sale was confirmed by the Court on the 30th May 1849, when the distribution was ordered. The next day the Sheriff made a Deed to me which is recorded in this County. The order of the Court confirming the sale directs the balance of $496.24 as stated in the Bill after satisfying the Judgment, costs and taxes to remain in the hands of the Sheriff until further order, inasmuch as it was claimed by the said Bank and the Franklin Bank of Columbus under liens on the same land. Their respective liens as to priority were not then adjusted, and this is assigned as the reason for not then disposing of the surplus of $496.24. Subsequently on the 20th November 1849, this surplus was distributed by order of the Court, or the mutual arrangement of the two Banks, the Clinton Bank taking $318.36 as alleged in the Bill. The Complainant says he is not advised why I applied this $318.36 to the Decree of the Clinton Bank and no more. I did not make the application for the best of all reasons that I had no control over the money. It was my duty to pay it to the Sheriff, where the Court

ordered it to remain till further order, that is till the respective claims of the Clinton Bank and Franklin Bank of Columbus should be adjusted. This distribution of the proceeds of the sale by order of the Court and with the knowledge & consent of the Clinton Bank is conclusive and cannot be inquired into in this collateral way, by the Bank; much less by its assignee who has not even the rights of the Bank.

I further state by way of answer that when the money which I bid for the property was distributed, and when the Court found that there was due on my Judgment against Strong $2900.22 besides costs, the said Clinton Bank was present by its Attorney S. Brush Esq who represented the claim and lien of the Bank. He had full knowledge of the proceedings of the confirmation of the sale and of the application of the money. The Franklin Bank of Columbus was represented by some other Gentleman of the Bar, if I remember, — ~~perhaps by the Bank himself~~. I distinctly recollect the lien of that Bank was suggested by some one. According to my present impressions it seemed to be conceded that I had the prior lien and that it was questionable which Bank had the next lien, but of this I am not positive. I can only say that if there was an erroneous distribution of the Money, the Bank had ample remedy at law to correct it, by Certiorari or otherwise.—

As to the amount alleged to be still due to the Bank on the Decree I have no knowledge except what is furnished by the Bill, the statement of which I admit.—

I admit the assignment to the Complainant because he states it.— I know nothing about it.

I further state by way of answer that there never was any agreement or understanding between said Strong & myself that I should retain in my hands any Money for him exceeding the amount

due me on my Judgment.

I deny the allegations of the Bill altogether that before the sale it was agreed between Strong and myself that if he would not resist the sale, I would purchase in the land and sell it when a good opportunity presented and account with him for one half which might be realized after paying my Judgment and interest. There never was even the semblance of such an agreement. I bid off the land for myself solely and without any trust of any kind expressed or implied for Strong. Any resistance on his part to the sale would have been impotence. It never occurred to me he could make any. I certainly did not purchase his forbearance to resist. I did not desire to purchase the land. I did it with reluctance. It had been offered for sale several times under my Judgment but without success. I saw no other way to save my Debt but to buy it in and make the best of it. I admit I have sold the land to the said Joshua Judy for $4500. If he pays it to me on the first day of May next I shall execute to him a general Warantee Deed but I shall not pay $1000 on account of it to Strong as charged in the Bill nor one cent. On the 8th day of June last, I wrote to Mr. Strong that if he would pay me $5096.67 by the first day of December last, I would convey the land to him or his order. This was a mere gratuitous proposition on my part, not made on account of any previous understanding that he should be benefitted in the purchase of the land. I made it under the impression that Mr. Strong placed a greater value of the land than I did. and I was willing he should have it for what I offered it to him. He made no reply to my communication. I have not seen him since November 1847.

On the 6th June 1842, a Vendi was issued in favor of the Bank reciting the Decree of June 1840 against Strong only for the sale of lands without saying what lands. This is near two years after the Decree was rendered.

19th November 1842 Vendi with the same recitals.

23d May 1843, Vendi to the Sheriff to sell the lands of Strong McLean and Clark which you have taken without saying what lands to satisfy the Decree of June 1840 against the three men. No lands of the three men had been taken. nor was there a Decree against the three, but against Strong only.

18th November 1843. Vendi to sell the 106 acres and 18 acres in Survey No 3351 reciting the Decree of June 1840 as against the three men. No such Decree, and no levy on the Land under the Judgment set up in the Bill.—

2 May 1844 Vendi to sell the 106 acres reciting the Decree as against the three men when only against one.

11 April 1845. Vendi for the same lands, with the same recitals.

18. August 1845. Vendi for the sale of the same lands and also for the 230 acres in Survey No 5514. These 230 acres were levied upon, near eight years before under the judgment set forth in the Bill and set aside in 1839. It recites the Decree of June 1840 as rendered against the three when only against one.

22nd September 1845 Vendi. to sell the 106 acres to satisfy the Decree.

21st October 1847 Vendi. to sell the lands of the three viz. 106 acres and to re-appraise. This Vendi recites the Decree of the 27th June 1840 as rendered against the three, when it was against Strong only. The return is appraised at $12. sold to James S. Alexander for $8. lot 18 for $11.33⅓. the other not sold. What other lands are meant I do not know. I am not aware that any other Executions were issued in favor of the Bank against the parties or either of them.

It may be thought perhaps that this detail of Executions is unnecessary and that the Bill might have been answered by a simple denial that the Judgment and Decree had been kept ~~in~~ ~~[illegible]~~ alive by the due issuing of executions as alleged, if such were the fact. But as such an answer would have been rather a conclusion of law from facts not stated, I have deemed it advisable to refer to the Executions which have been issued.

From this statement in relation to the Executions it will appear, I think that no levy was ever made under the Judgment set up in the Bill on the land in question,— that no part of said Land was ever levied upon under any other Judgment in favor of the Bank except 106 acres and 18 acres. The Vendi of the 27th December 1841 recites the Judgment set up in the Bill and refers to lands which had been levied upon by Steele, the Coroner. What lands Steele had levied upon I cannot say with certainty

but suppose it to be the 106 acres and 18 acres, and that under a Judgment different from the one set up in the Bill or recited in the Vendi — that is the Judgment for $906.97 and costs.

Since writing the previous part of this Answer, I have found a paper in the handwriting of said Brush the Attorney for the Clinton Bank. The occasion of it was this. About the time the sale was confirmed on the 30th day of May 1849, I gave to Mr. Brush a statement of the amount due me on my Judgment against Strong. We had a good deal of conversation about the lien of the Bank and of its priority and about the Executions which had been issued &c &c. — I informed him I could not pay the surplus before I returned to Cincinnati and that I would immediately on my return, deposit it in Bank at Springfield to the credit of the Clinton Bank. As I now recollect he claimed the whole balance after the Satisfaction of my Judgment, and accordingly handed me this paper to form in part the ~~entry~~ order of the Court confirming the sale and distributing the money. But it being suggested by some one that the Franklin Bank claimed the balance or a part of it, the order was made as it appears, directing the balance to remain in the hands of the Sheriff till further order. I accordingly paid it to him. In this paper, the Clinton Bank by Mr. Brush, their Attorney distinctly recognised my right to $2900.22 as due on my Judgment on the ground that it was a prior lien to that extent. "The residue the "Attorney of said Clinton Bank agrees to receive of "said Starr by certificate of Deposite in the Bank "at Springfield O. to the credit of said Clinton Bank." I make this paper a part of my Answer

Samt L. Hatthiemm
Samt Brush

and it is further ordered that out of the proceeds of said sale, the said Sheriff, pay first the costs of this suit to wit, Henry Starr vs Silas G. Strong, second the sum of $32 taxes, due on said land sold, third the balance due said Starr to wit, $2900 22/100 on his judgment and lastly, the residue to the Clinton Bank of Lockport on the decree in favor of said Bank against said Strong June 27th 1840, which is residue the Attorney of said Clinton Bank agrees to receive of said Starr by certificate of deposit in Bank at Springfield O. to the amount of said Clinton Bank.

and herewith exhibit it.

And having answered the Bill, I pray to be dismissed with cost.

Henry Starr

Hamilton County
City of Cincinnati

I, Henry Starr, being sworn depose and say that the several matters of fact set forth in the foregoing answer which I have subscribed and which are in answer to the Bill, are true according to the best of my knowledge information, and belief.

Henry Starr

Subscribed and sworn to, this 24th day of April, 1851, before me.

A. H. Lewis
Master Commissioner in Chancery of the Supreme Court of the State of Ohio in and for the County of Hamilton

Henry Starr & others
adm.
Means Wasson — In chancery.

Having answered the Bill filed in this cause, I exhibit the following Interrogatories to the Complainant for answer.

1. In your Bill you state that the claim of the Clinton Bank by means of the Judgment and Decree, has been assigned to you. Will you state when and in what way it was assigned, whether by parol or writing; if the latter will you set forth the writing verbatim &c.

2. Was there any order or resolution of the Board of Directors of the Bank, directing the claim to be assigned to you?

3. You state the assignment was made to you for a valuable consideration. Will you state the consideration; - whether paid or not, in whole or in part, and if paid when, and how much; - and if not paid, when and how is it to be paid?

4. If you took the assignment after the 20th of November 1849, will you state whether you knew at the time, of the distribution of the surplus or residue of $496.24 between the two Banks & two other persons as stated in your Bill? And will you state who was the Special Master to whom a fee of $10 was allowed out of the Surplus and for

Filed Feby 24. 1881
Dat Kirkland Clk

Union County. Com. Pleas for May Term 1851.

Means Watson
vs.
Silas G. Strong et al } In Chancery.

In this Case the Clerk will issue subpoenas to Sheriff of Union County for Silas G. Strong, Henry Starr & Joshua Judy.

Also to the Sheriff of Hamilton County for Henry Starr.

Powell & Buck
Sols. for Complt.

Recd Feby 27. 1851.

Union Common Pleas

Means Wasson

vs

Silas G. Strong et als

Sub in chy

27th February 1851 Rec'd by copy ~~personally~~ at the residence of Henry Starr

G. W. Smith
Shff

Jerry Kirsted
Deputy

Shff Fees 60/100 paid by Plffs atty.

Powell & Buck Solts. for Compt

Filed March 4. to 1851.
James Kirkock Jr Clerk.

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Hamilton Greeting:

We command you to summon Henry Starr

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 a Bill in chancery, exhibited against him & others by Means Wasson

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 24th day of February A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

Chancery Case File

Case No. 1851-CH-0005

Chy No. 50

Joshua Mathiots adm

vs

Ann Eliza Mathiot &

others

Cost Bill made

Record

Recorded

Joshua Mathiot's
Administrators

vs.

Ann Eliza Mathiot
George W Mathiot
& Sidney Mathiot

Petition to complete
Contract for Land

Filed March 13. 1851
James Kinkade Clerk

Recorded

Buckingham & Wright

To the Judges of the Court of Common Pleas within and for the County of Union in the State of Ohio:

Your Petitioners George B Wright & Jerome Buckingham administrators of the estate of Joshua Mathiot late of the County of Licking deceased, intestate, respectfully present that on or about the 15th day of June A.D. 1847 the said Joshua Mathiot by a written contract of that date signed by him, agreed to sell to one William H Skinner the out-lot number seven (7) lying west of the Town of Marysville in said Union County bounded on the East by out lot two, North by a Street running East and West, on the West by lands owned by Rodney Picket and on the South by a Street running East and West through the centre of said town and being the same lot now occupied by said Skinner, for which the said Skinner was to pay one hundred dollars on the 1st of May 1847; one hundred dollars on the 1st of March 1848; ~~and~~ one hundred dollars on the 1st of March 1849 and one hundred dollars on the 1st of March 1850; all said payments to bear interest from March 1st 1847, upon the full payment of which, the said Mathiot further agreed to make to said Skinner a good and sufficient general warranty deed for said out-lot and said Skinner was to & has paid all taxes thereon. Your Petitioners further state that at the date of said contract said Skinner paid to said Mathiot the first of said one hundred dollar payments with its interest, and that on the 14th of April A.D. 1848 said Skinner paid to said Mathiot the second of said one hundred dollar payments with its interest and

that on the 19th of July 1850 said Skinner paid fifty dollars and on the 13 of March 1851 the further sum of seventy three dollars in full of the third of said payments with its interest and is ready and willing to make the last of said payments as soon as your Petitioners are able to make a deed therefor which, on account of the death of said Mathiot, they are unable to do, ~~except~~ unless authorized by Your Honors. Your Petitioners further state that on or about the 31st of July A.D. 1849 the said Joshua Mathiot departed this life intestate leaving Anne Eliza Mathiot, George W Mathiot and Sidney Mathiot his only children and heirs at law all residing in the said County of Licking. Your Petitioners therefore pray that the said Anne Eliza, George & Sidney may be made defendants hereto and answer the premises, that your Petitioners may be authorized and appointed fully to complete the said contract on behalf of said heirs and to make and execute a deed ~~or deeds~~ for and on behalf of said heirs according to the terms of said contract and that notice according to the statute in such cases provided.

J. Buckingham
George B. Wright
administrators &
in proper person.

Filed April 14, 1857
Da Kirkpatrick Clk

Recorded

State of Ohio Union County } I A S Hamilton

being first sworn say that I am Publisher & Proprietor of a newspaper called the "Marysville Tribune" that the notice hereto attached was published in said paper for three weeks consecutively commencing on the 19th day of March A.D. 1851 – and that during that time said paper was printed and of general circulation in said County of Union – A S Hamilton

Notice.

ANNE ELIZA MATHIOT, George W Mathiott and Sidney Mathiot of Licking County Ohio, are hereby notified that on the 13th day of March A D 1851, George B Wright and Jerome Buckingham Administrators of the Estate of Joshua Mathiot deceased, Filed in the Court of Common Pleas of Union county Ohio, a petition against them as defendants and which is now pending, the object and prayer of which is to procure an order of said Court, authorizing and appointing said Administrators to complete a contract made by said Mathiot, in his lifetime, selling to one wm. H Skinner out lot No- Seven, west of the town of Marysville in said Union county, and to make to said Skinner a deed of General warranty for said lot, for and in behalf of said heirs-

J Buckingham,
George B Wright
Administrators

March 19th 1851- n27w3

Subscribed & Sworn to in open Court this 14th day of April 1851

James Kinkade Jr Clerk

Printers fee $2,00

No. 51-CH-6

Union Common Pleas Court.

John Bowers et al
Plaintiff,

AGAINST

J. Brice Coons et al
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 208

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Ex. Doc. A Page 175

Union Com Pleas

John Bowyer et als

vs

P. Brice Coons et als

Bill in Chancery

Filed April 4th 1851
James Kirkade Jr Clk

Stanton & Allison

To the Court of Common Pleas within and for the County of Union, Ohio, when in Chancery sitting.

Your Petitioners, John Bowyer, Elizabeth Copeland, Frances Bedford, John B Coalwell, William B Coalwell, Henry B Coalwell, Lewis M Coalwell, Edmund S Coalwell, Bedford Coalwell, John F Miller, Robert Bowyer, William Bowyer, Melinda Bowyer, Thomas Bowyer, John Bowyer 2nd, Charles Bowyer, Ann Bowyer, Malinda Bowyer, Fleming B Miller, Frances A Ross, and James G Paxton of the State of Virginia; Theodore Bowyer, and Henry Bowyer of the State of Maryland; Nancy Patterson, Dorothea Summers and Adam H Summers her husband; Mary Parrish and Richard Parrish her husband; Leonard Fleming and William Fleming of the State of Kentucky; represent and state to the Court, that they are the heirs, devisees, assignees, and legal representatives of Captain Thomas Bowyer, deceased, and as such own the legal title to Survey No. 5289 in the Virginia Military District, and situate in the County of Union and State of Ohio.

Your Petitioners further represent, that on or about the 12th day of July A.D. 1847 one P. Brice Coons and one N. Harris Coons of the County of Union aforesaid (both of whom your Petitioners pray may be made defendants to this Bill) were in possession of a certain part of said Survey containing one hundred acres more or less, for which they owned or pretended to own a tax title under which they and their grantors had paid taxes, and made improvements upon said 100 acre tract which is still in their possession.

Your Petitioners further represent, that in order

to settle the conflicting claims and interests between your complainants and the said defendants, on the said 12th day of July 1847 a compromise was duly made and executed in writing by and between the said James I Paxton as the attorney in fact of a part of your Petitioners of the first part; and the said P. B. & N. H. Coons of the other part; whereby it was agreed, and the parties so bound themselves, that the said parties of the first part should pay to the said defendants the sum of Three hundred and twenty five dollars on or before the 25th day of December 1847, that the said defendants should remain in possession of said premises, until the 1st day of September 1848. and receive the rents and profits and all the crops growing on said premises at the time last mentioned, and that the said defendants on the payment to them of the said sum of $325.00 on or before the 1st day of September 1848 aforesaid were to execute and deliver to the parties of the first part a quit claim deed to said premises, all of which will more fully and at large appear reference being had to the said written agreement, signed and sealed by the parties, which is herewith filed (marked A) and made a part of this Bill.

Your Petitioners further represent that on the 1st day of August 1848 a subsequent agreement (which in some respects varied and set aside the former agreement) was made between the said defendants and the said James I Paxton, who was at that time duly authorized by all your Petitioners for that purpose, which agreement is endorsed on the first agreement aforesaid and duly signed and sealed by the parties, and is also hereby refered to and made a part hereof, which subsequent agreement

is as follows, to wit. "We agree that the payment of this money, to wit. $325.00 shall be postponed until the 1st day of Nov 1849. P. B. & N. H. Coons are to remain in possession until that time, and shall then have the option of buying the land at $3.00 per acre or receiving the sum of $325.00 for their improvements without interest from this time to the 1st Nov 1849. P. B. & N. H. Coons are to receive the rents and pay the taxes."

Your Petitioners further represent, that the agreements aforesaid made by the said James G. Paxton were and still are fully satified and confirmed by your Petitioners who were on the 1st day of November 1849 and have been ever since, and they still are ready, willing, and anxious to complete the contract last aforesaid, of which fact the said defendants were fully advised. That to that end your Petitioners through their legally constituted agent have frequently since the 1st day of November 1849 demanded of the said defendants, to make their election, and have frequently offered to pay, and tendered to said defendants, the said sum of $325.00 and at the same times proclaimed to the defendants their readiness to convey said premises to defendants upon the payment of $3.00 per acre. Your Petitioners charge that the said defendants have at all times since the 1st of November 1849 steadily neglected and refused to comply in any respect with their agreement aforesaid, and have declared their determination not to abide by their said contract, whilst they still continue to hold possession and cultivate the aforesaid premises.

Your Petitioners further charge, that the

said defendants, and one John Coons of the County of Licking Ohio (whom your Petitioners pray may also be made a defendant to this Bill) fraudulently combining and confederating together, have declared that the said S. B. & N. H. Coons were not bound by their said agreement because the tax title was in the said John Coons. Your Petitioners therefore charge that the said S. B. & N. H. Coons purchased the interest of the said John Coons in and to said premises, and have fully paid the purchase money, and are entitled to a release from the said John Coons, if he has not already released to them; and also that the compromise and agreements aforesaid were made by the said S. B. & N. H. Coons, with the knowledge, consent, and acquiescence of the said John Coons.

Your Petitioners therefore pray that the said 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 they particularly set forth the premises aforesaid by metes and bounds, and fully disclose the situation of the title or claims between themselves, now and at the times the contracts aforesaid were made:— and that on the final hearing hereof, that the said defendants may be compelled to specifically perform their contract aforesaid. That they may be compelled to release their interest in and to said premises to complainants upon the payment of the said sum of $325.00 after deducting the value of the rents and profits of said premises since the 1st day of November 1849, and for such other and further relief in the premises

as equity may require.
By Stanton & Allison
Solts for Complts.

The Clerk of Court will issue subpoena to Sheriff of Union County for T. Brice Coons, N Harris Coons and John Coons the above named defendants.
April 4th 1857 Stanton & Allison. Solts.

Deposition of
Margaret Bowyer

Deposition of a witness taken in a cause pending in the Court of Common Pleas within and for the County of Union State of Ohio Wherein John Mac ex Sam Jones Patterson et. als is plaintiff and Richard Roe is defendant with notice to Anthony Middlesworth et. als. as tenants and taken for said plaintiff at the Residence of Madison Bowyer in Allen County State of Ohio. on the 5th day of July A. D 1850 Between the hours of 1 o'clock A. M and 7 o'clock P. M. — Present E. H. Paxton Attorney for plaintiff Defendants not Present

Manoret Bowyer of Allen County & State of Ohio of lawful Age being first duly sworn by me hereunto certified deposes as follows

Question by Plaintiff

State who were the children of Michael Bowyer who was a Brother of Captain Thomas Bowyer an Officer in the Virginia line on Continental Establishment during the American Revolution, and who died about the year A. D 1781

Answer. The children of Michael Bowyer were James, John, William, Henry, Thomas, Mary, Frances and Elizabeth

Quest by Pltff. Did any of the Children of Michael Bowyer die without issue

Answer. yes Henry & William died without issue

Quest by Pltff

State who were the children of Michael Bowyers son James and whether any of them have died leaving children if so mention their names state whether any of James Bowyers children died

(Book 1000)

without issue

Answer James Bowyer had nine children James Charles William Francis Alphonzo Adaline Madison Henry & Mary Ann William is dead leaving the following children Mary Martha Madison Lydia and Tabitha — Henry & Mary Ann children of James Bowyer have died without issue Frances Aunt of James Bowyer married Alfred Moore. Adaline Married Joseph Hewenson

Interr. by Pltff Were you acquainted with Nancy Bowyer who was a daughter of William Bowyer a nephew of Captain Thomas Bowyer if so state whom. She married and where she lived

Answer. I was she married Leonard Fleming and removed from Virginia to Kentucky a great many years ago

Interr. by Pltff State what you know of the family of James Bowyer who was a Brother of Captain Thomas Bowyer

Answer He had two children John & Thomas John died without issue

Margret Bowyer

I Joseph B. Roberts a Justice of the peace in and for the Township of Anglaize in the County of Allen Ohio do hereby certify that the above named Margret Bowyer was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the aforegoing deposition by her subscribed, was reduced to writing by me & was taken at the time and place above specified. In testimony whereof I have hereunto set my hand this 4th day of July A.D. 1850

Joseph B. Roberts J.P.

Justice fees $1.00 paid by Pltff

The State of Ohio Allen County ss.

I Richard Metheany Clerk of the Court of Common Pleas within and for the said County of Allen do hereby certify that Josiah B. Roberts, the person before whom the within and foregoing Deposition was taken, was at the time of taking the same, a Justice of the Peace within and for said County, duly Elected Commissioned and qualified, and that full faith and credit are due to all his official acts as such.

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Lima this 9th day of July A.D. 1850

Richard Metheany Clerk

Clerk fees - for
Certificate & seal 50 cents
Rec'd Payment
R Metheany Clerk

Union Common Pleas

I Brier Comm & etal

Ads

John Bowger et al

Answer

Filed June 14th 1871
James Kinkade jr. Clerk

Copies Coll & Coate

The joint answer of J Brice Coons and N Harris Coons two of the defendants to the Bill of complaint of John Bowyer, Elizabeth Copeland, Frances Bedford, John B Colwell, William B Colwell, Henry B Colwell, Lewis M Colwell, Edmund S Colwell, Bedford Colwell, John H Miller, Robert Bowyer, William Bowyer, Melinda Bowyer, Thomas Bowyer, John Bowyer 2nd, Charles Bowyer, Ann Bowyer, Malinda Bowyer, Fleming B Miller, Frances A Ross, James G Paxton, Theodore Bowyer, Henry Bowyer, Nancy Patterson, Dorotha Sommers and Adam H Sommers her husband, Mary Parrish and Richard Parrish her husband, Leonard Fleming and William Fleming, Complainants:

These defendants respectively now and at all times hereafter saving to themselves all and all manner of advantage of exception or otherwise that can or may be had or taken to the many errors uncertainties and imperfections in the said Bill contained, for answer thereto or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, answering say. That true it is that on the 12th day of July A.D. 1847, the defendants were in possession of a certain tract of land containing One hundred acres more or less, it being the same tract or parcel of land referred to and described in Complainants Bill, as being in the possession of these defendants; the legal title to which is claimed by Complainants, as the heirs, devisees, assignees and legal representatives of Captain Thomas Bowyer deceased - that defendants at that time held possession of said premises by virtue of a tax title which had been held by them and their grantors for a period of more than twenty one years previous to said time, and that they still continue in possession of the same and have paid taxes on the same and have made valuable and lasting improvements on said premises: - that in order to settle the conflicting claims, and interests between themselves, and Complainants who are named in that agreement, then made, on the 12th day of July 1847, a compromise in writing was made and entered into by and between the said parties, as by said agreement, and Complainants Bill appears: - that the said James G Paxton who then executed the said compromise for and in behalf of the Complainants named therein - claimed and represented himself to these defendants to be duly authorised, and acting as the attorney in fact ~~for~~ and in behalf of all,

persons claiming any interest or title in and to said premises described in said agreement and complainants Bill. Whereas it appears by said Bill that he only acted for a part of the persons claiming the title to said premises, as the heirs, devisees and legal representatives of the said Captain Thomas Bowyer deceased.

Defendants admit that the substance of said agreement is truly set forth in complainants Bill, and that on the first day of August A.D. 1848, a subsequent agreement was made and entered into by and between the said parties to the said first agreement, which said subsequent agreement did in some respects vary ~~and~~ set aside the said agreement first made and entered into by and between the parties, and the defendants further answering say that the said James G. Paxton, when executing said subsequent agreement for and in behalf of said persons therein named still represented himself to be duly authorised to act and did act as the attorney in fact for and in behalf of all persons claiming any interest or title in and to said premises either as heirs, devisees, assignees, or legal representatives of the said Captain Thomas Bowyer deceased, which fact does not appear in said agreement, the substance of which defendants admit is truly set forth in complainants Bill.

And for a further answer to complainants Bill these defendants answering say, that they have never been informed by the said James G. Paxton as the authorised agent of the complainants nor by the complainants in any way, at any time since the making of either of said agreements, that the complainants were ~~satisfied with either or both~~ of said agreements made and entered into as aforesaid. Nor have the defendants been informed in any way by the complainants or by their authorised agent, that the said complainants were either ready, willing, or anxious to complete said contract. Nor did the complainants on the first day of November, 1849 or at any other time before or since said day, Nor has their authorised agent any time demanded of the defendants to make their election in the premises, in compliance with said agreement. Nor did the complainants or their authorised agent on the said first day of November 1849, or at any other time before or since said day, tender to the defendants the sum of $325.00. Nor have they or their authorised agent ever at any time either before or since said day, or on said day signified

their willingness, readiness, or ability to pay to these defendants the said sum of $ 825.00. Nor have they, nor has their authorised agent at any time for them signified his or their readiness, willingness, or ability to convey the said premises to these defendants, upon their paying to them or to their authorised agent, the sum of $ 3.00 per acre for the same; but these defendants are informed and believe that some of the heirs of the said Captain Thomas Bowyer deceased are minors and not capable of conveying any title, if any they have to said land. And defendants insist that they are ready and always have been ready to pay to the complainants, or to their authorised agent the sum of $ 3.00 per acre for said land so soon as a good and sufficient general warranty deed could be obtained from said heirs, devisees, assigns and legal representatives of the said Captain Thomas Bowyer deceased. And defendants deny that they have in any way or at any time neglected or refused to comply with their part of said agreement as charged by complainants in their Bill. Nor have they at any time declared their determination not to abide by said contract, as charged by complainants. Defendants further answering say that the base title to said land is in these defendants and that the said John Coons has no claim upon it. They deny all fraud and combination wherewith they stand charged by said Bill: All which matters and things these defendants are ready and willing to aver maintain and prove as this Honorable Court shall direct; and pray to be hence dismissed with their costs and charges in this behalf most wrongfully sustained.

By Colly & Coats
their Soltrs

John Bowen et al
vs Depositions
Brice Evans et al

Filed Sept 8. 1857
L. Kirkwood p. Clk

Sealed and Delivered By
me David L. Douthat J P

To The Clerk of The Court
of Common Pleas For
Union County Ohio

Marysville O

Opened at request of Defts Attys
L. Kirkwood p. Clk

acknowledge service of the within
ce.
23-1857

Cole & Cass
for Deft

John Bowyer et als } Chancery — Common Pleas.
vs } of Union County, Ohio.
J. Brice Coons et als }

Depositions will be taken in this case by the plaintiff at the Court House in the Town of Christiansburg in Montgomery County, in the State of Virginia on the 23rd day of August A.D. 1851 between the hours of nine A.M. and nine P.M.

July 23rd 1851 Stanton & Allison Attys for Pltff.

Depositions taken in a suit in Chancery pending in the court of Common Pleas within and for the County of Union and State of Ohio wherein, John Bowyer et als are complainants and L. Brice Coons et als are defendants, in pursuance of the notice here with filed or attached and at the time and place therein specified:

Present Lee C. Taylor attorney for the Plaintiff

Deposition of Present
George W Andersen of the County of Montgomery And State of Virginia of Lawful age Being First Duly Sworn as hereafter Certified Deposeth as Follows

Question By Plaintiffs Council State what you Know of the Family of Thomas Bowyer Decd who was a Son of James Bowyer Decd And who Formerly Resided in this County

Answer I Know the Family of Thomas Bowyer Decd which are now Living in Montgomery County Said Family consists of his widow & 2 Daughters & 5 sons

The Following are the names of his Children now Living John, Charles A Robert, C, Ann F, William K, Salinda & Thomas H, He had other Children But they Died Under age without issue His widow Nancy Bowyer is still Living

Question By same Has Thomas Bowyer
Decd Any Brothers or Sisters now Living
none That i know of his only Brother
John Bowyer died At Green Bay
question By same Did Thomas Bowyer
Decd have any Brothers or Sisters
who have Died Leaving issue
Answer none that i know of
question By same How old Do
you suppose the Widow of Thomas Bowyer Decd to be
Answer i suppose She is Between 60 & 65
years of Age And Further This deponent
sayeth not

Geo. W. Anderson

I David G Douthat a Justice of the Peace
in and For the County of Montgomery and State of
virginia Do hereby Certify That the
Foregoing Deposition of George W Anderson
Subscribed By him in my Presence
was Taken at the Time and Place
specified in the inclosed Notice and
That said witness was By me
First Duly Sworn To Testify the
truth the whole truth and nothing
But the Truth And that the
Deposition was reduced To writing
By me
Witness my Official signature
And Seal This 23rd Day of August
1851

David G Douthat J P (Seal)

Virginia. Montgomery County S.

I Rice D. Montague Clerk of the county court of said county do hereby certify that David G Deaver a Gentleman before whom the foregoing deposition was taken & sworn to is now and was at that time an acting Justice of the Peace in and for said County, duly commissioned and qualified according to law, and that full faith & credit are due and ought to be given to all his official acts as such, as well in courts of Justice as elsewhere.

In Testimony whereof I have hereunto set my hand and affixed the seal of my office this 23rd day of August 1851.

R. D Montague. C

Fee 1 Dor. on seal $1.62. Paid. by Pltffs agent.

R D Montague.

State of Virginia Greenbrier county, s.s.

I, Joel McPherson clerk, of the County Court of said county, do hereby certify that William Lang whose name is subscribed to the foregoing certificate is an acting Justice of the Peace in and for said County, duly commissioned, that full faith and credit is and ought to be given to all and to his official acts accordingly, and that the signature purporting to be his is genuine.

Given under my hand and the seal of the said Court at Lewisburg this sixteenth day of August A.D. 1851.

Joel McPherson

State of Virginia Greenbrier county, — s.s.

I, Mason Mathews a presiding Justice of the County Court of Greenbrier, do hereby certify that Joel McPherson who has given the foregoing certificate is the clerk of said Court and that the said certificate is in due form of law. Given under my hand this 18th day of August 1851.

Mason Mathews, J.P.

Clerk
Jas Kinkade $1.65
Tum 9.85
Malin 2.77
14.27

John Bowyer et als } Chancery — Common Pleas
vs } of Meigs County, Ohio.
J Brice Coons et als }

Depositions will be taken in this case by the plaintiff at the residence of Elizabeth Copeland, in Greenbrier County in the State of Virginia, on the 15th day of August A.D. 1851 between the hours of nine A.M. and nine P.M. Also at the Court House in the Town of Lewisburg, in the said County of Greenbrier, Virginia, on the 16th day of August A.D. 1851 between the same hours, and both to be taken before competent authority.

July 23rd 1851

Stanton & Allison
Attys for Pltff.

We acknowledge service of the within notice.
July 23rd 1851

Ackt & Caats Atty
for Defts.

Depositions taken in a suit in chancery pending in the Court of Common pleas for the County of Union and State of Ohio wherein John Bowyer et al are Complainants and T. Brice Coons et al are Defendants, and taken for said plaintiffs in pursuance of the notice hereto attached, and at the time and place therein specified. present John H. Miller atty. for the plaintiff. Defendant not present.

John H. Copeland of the County of Greenbrier and State of Virginia of lawful age being first duly sworn as hereafter entered deposes as follows:

Question first by the plaintiff. Do you know whether Captain Thomas Bowyer who was an officer in the Virginia line during the Revolution, died with or without issue?

Answer. He died many years ago without issue.

Question second by plaintiff. Has he any brothers or sisters now living?

Answer. He has not.

Question third by plaintiff. Did any of his brothers or sisters die leaving issue?

Answer. None except his brothers Michael, James and William.

Question fourth by plaintiff. State who are the descendants of his brother Michael?

Answer. The following are the names of all of the children of Michael Bowyer - First, James who removed to Ohio and died leaving a family - Second John who now livs in Rockbridge County in this State. Third, William who is dead without issue - Fourth, Henry also dead without issue - Fifth, Thomas had several children; they are all dead without issue, except Theodore and Henry, who now reside in the State of Maryland. Sixth, Mary who intermarried with James Caldwell - they are both dead - The following are the names of her children now living - John B., William B., Henry B., Lewis M. Edmond S. and Bedford - She had a daughter Frances Ann who intermarried with Fleming B. Miller - She is dead leaving but one child John F. Miller. She had no other children. Mary Caldwell had other children, but they are all dead without issue. Seventh, Elizabeth who is now the widow of John Copeland, and 8th Frances who is now the widow of William Bedford.

Question fifth by plaintiff. State what you know of the family of James Bowyer, whom you mentioned as a brother of Captain Thomas?

Answer. James had but two children - John and Thomas. John is dead without issue, Thomas

died in Montgomery County of this State leaving a family.

Question Sixthly by the plaintiffs. State what you know of the heirs of William Bowyer who was another brother of Captain Thomas?

Answer. The following are the names & age of his children - Lucke, Peter, Strother, Thomas L. and Lucia, who have died without issue - Mary who intermarried with Leonard Fleming and removed to the State of Kentucky - Malinda is now unmarried and lives in this County; William C. who is now dead he left no issue except one son named William; - And Priscilla who intermarried with John Miller, they are both dead - they have but two children living - Fleming B. Miller, and Frances A. now the widow of Reuben Rose

No further questions being asked. further deponent saith not.

Jno H. Copeland

E. F. Payton of the County of Rockbridge and State of Virginia another witness for the plaintiffs of lawful age being first duly sworn as hereafter certified deposes as follows:

Question by plaintiffs. Did you ever offer to carry into effect the agreement made by James G. Payton as agent for the heirs of Thomas Bowyer with J. B. Coons and Harris Coons with reference to the one hundred acre lot of survey 5256 upon which they resided?

Answer. I had frequent interviews with them upon the subject, and urged them to make the election provided for in the agreement, which they refused to do.

No further questions being asked further deponent saith not.

E. H. Payton

I William Cary a justice of the peace in and for the County of Greenbrier and State of Virginia, do hereby certify that the foregoing depositions of John H. Copeland and E. H. Payton subscribed by them in my presence were taken at the time and place specified in the enclosed notice; and that the said witnesses were by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; and that the depositions were reduced to writing by me. Given under my hand and seal officially this 15th. day of August 1851.

William Cary J.P. (Seal)

Arthur Bowyer et als
v
S. Brice Crowell et als

Deposition of W. C. Wallace

The defendants Exept to the within deposition, 1st. Because it does not appear from the Certificate of the Commissioner that the witness was sworn to "tell the "truth the whole truth and nothing but the truth"; 2. There is nothing to show that the person taking the deposition had authority to do so.

Sept. 23 1857.

Cole & Coates Atty
for Deft.

John Bowyer et als
vs
J Brice Coons et als

Chancery — ~~Union~~ Common Pleas of Union County, Ohio.

Depositions will be taken in this case by the Plaintiffs at the Court House in the Town of Versailles in the County of Woodford and State of Kentucky on the 6th day of September A.D. 1851 between the hours of nine A.M. and nine P.M.

July 23rd 1851

Stanton & Allison Attys for Plff.

We acknowledge service of the
within notice
July 23rd 1857

Cole & Coates
Attys for Deft.

United States of America
State of Kentucky County of Woodford } Set

The deposition of William le Wallace taken in a cause in Chancery pending in the court of common pleas of Union County Ohio wherein Arthur Bowyer et als are complainants and I Brien Borns et als are defendants and taken for complainants at the Court House in the town of Versailles in the County of Woodford and State of Kentucky on the 5th day of September A D 1851 between the hours of Nine O clock A M and ~~the hours of~~ nine O clock P.M.

William le Wallace of the County of Woodford and State of Kentucky a witness of credibility and of lawful age being first duly sworn according to law to speak the truth the whole truth and nothing but the truth deposeth and says as follows,

Question — State what you know of the family of Mary Fleming dec'd who was the wife of Leonard Fleming dec'd and a native of the state of Virginia and a daughter of William Bowyer dec'd

Answer — Mary Fleming who was a daughter of William Bowyer dec'd of Virginia was the wife of Leonard Fleming dec'd at the time of her death lived in Woodford County Kentucky she had six children they were Nancy, Dorethea Rosa, Williams B, and Leonard, Nancy married James Patterson said Patterson is now dead Nancy Patterson his widow lives in Midway Woodford County Kentucky, Rosa married John Haggin she is dead leaving but one child I believe, her name is Mary Parrish late Mary Haggin —

Mary Parrish is the wife of Richard Parrish who resides in Woodford County Kentucky, William

B Fleming is dead leaving but three children Leonard, Abraham, and William Abraham died some time during the last two years. Leonard & William his brother now live in Woodford County Kentucky. Leonard Fleming son of the said Mary Fleming died without having ever married he lived in Woodford County Kentucky at the time of his death.

Deponent has no interest in the suit and further deponent saith not

Wm C Wallace

I Joseph B Kinkead a commissioner of the State of Ohio commissioned as such by the Governor thereof to take acknowledgements to deeds, to administer oaths and take depositions for and within the state of Kentucky to be used or recorded within the state of Ohio do certify that the foregoing deposition of William C Wallace was taken sworn to, and subscribed at the time and place and in the manner set forth in the caption hereof by the said William C Wallace the oath was administered to the said Wallace by myself his answer to the interrogatory and all other portions of this deposition were written by myself and the said deponents signature to the deposition is his genuine signature as it was made in my presence

I further certify that I have no interest whatever in said suit

In witness whereof I have hereunto set my hand & seal of office this 7th day of Sept. anno Do 1851

Joseph B Kinkead
Commissioner of Ohio

Recd of Complainant $2 50/100 my fee for taking this deposition

Sept 6th 1851

J. B. Kirkland Comr

obligation shall be void else to remain in full force in testimony whereof the said parties of the first part through James G Painter their agent have hereunto set their names and affixed their seals and the said J B Coons and N H Coons have also with their own hands signed their names and affixed their seals the day and year first above mentioned

J B Miller (Seal) John B Burger (Seal)
Francis Bedford (Seal) Elizabeth Copeland (Seal)
William Burger (Seal) Theodore Burger (Seal)
William B Caldwell (Seal) Henry B Burger (Seal)
Lewis M Caldwell (Seal) John B Caldwell (Seal)
Bedford Caldwell (Seal) James H Caldwell (Seal)
John F Miller (Seal) Edmund S Caldwell (Seal)
Malvina A Burger (Seal) John H Copeland (Seal)
(Seal)

James G Painter
Agent

(Seal)

J B Coons his mark
N H Coons his mark

(Seal)

Witnesses
Geo. W. Gates
N H Coons
Geo. J. Gates

Received for record the 1st day of June 1848, 9 h & 30 m a.m. and entered in Mortgage Book the 1st day of June 1848, 9 h & 30 m a.m. in the office of the Clerk of Shade Mt. Twp. Fulton Co. Pa.

$32.50 Paid for this mortgage & the same is satisfied, discharged and released by the mortgagee named therein, witness my hand and seal of office this 1st day of June 1848.

Jas. G. Painter (Seal)
Clerk

Fulton Co. Pa. 1848
Mortgage Book
Exhibit

Articles of agreement made and entered into this 12th day of July 1847 between John B Burger Elizabeth Cleveland Horace Redford Theodore B Burger Henry B Burger William B Burger John B Colwell William B Colwell James H Colwell Lewis M Colwell Edmund S Colwell Bedford Colwell John H Cleveland John F Miller F B Miller and Malinda A B Burger of the first part through James G Paulin their attorney. and J B Coons and N H Coons of the second part witnesseth that the said parties of the first part being the owners of the legal titles of the B Burger Survey No 5289. and the said J B Coons and N H Coons being in possession of and being the owners of the ~~legal~~ title to one hundred acres of said Survey No 5289. Now therefore the said J B Coons and N H Coons promise and bind themselves that on the payment to them of the sum of three hundred and twenty five dollars on or before 1st day of Sept 1848. by the said persons named in the first part they will execute and deliver to the said John B Burger &c the parties of the first part a quit claim deed to said ~~tract~~ of one hundred acres, and the said John B Burger &c promise and bind themselves that they will pay to the said J B and N H Coons said sum of three hundred and twenty five dollars on or before the 25th day of December 1847. and the said John B Burger &c agree that the said J B Coons and N H Coons shall remain in possession of said tract of one hundred acres until the 1st day of September 1848 and receive the rents and profits during said time. and also the crops which may be growing on said 1st day of Sept 1848. and the said John B Burger &c agree and bind themselves that if said sum of three hundred and twenty five dollars is not paid on or before the 1st day of Sept 1848. then

Union Com Pleas

John Bowyer & Ads
vs
J. Brice Coons & Ads.

Attach

Filed April 4. 1851
James McMasters
Clerk

I am ready for the
costs in this case.
April 18th 1851
Abner Stanton

Stanton & Allison Solrs
for Complt.

Received this writ April 4th 1851

Served this writ by delivering to W Harris Coons a certified copy of this writ Served on J Brice Coons By Serving a certified copy at his Residence John Coons Not found

April 4 1851 Fees Mileage 75
Serving 55
Copys 40
$1.70

W C Mullins Sheriff Per
J Turner Deputy Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon J. Brice Coons, N. Harris Coons,

and John Coons

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, on the first day of the next Term thereof, to answer a

Bill in chancery, exhibited against them by

John Bowyer et al

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 4th day of April A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Union Comm Pleas

John Bowyer et als

vs

J Brice Coons et als

Replication

Filed Septr. 19. 1857
W Kirkwade pr Clerk

Stanton & Allison

John Bowyer et als
vs
P. Brice Coons et al
} In Chancery.

And the said John Bowyer and the other 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 defendants contrary thereto are untrue; and this they are ready to make appear, as by this Court shall be directed.

By Stanton & Allison
Their Solrs.

Chancery Case File

Case No. 1851-CH-0007

No. SL-CH-7

Union Common Pleas Court.

Sarah Jane Stokely
Plaintiff,

AGAINST

Lucene Southard
Defendant.

SEP TERM. 1851

Dismissed

Journal 5 Page 79

Record No. No Record. Page

Ex. Doc. A Page 114

Chy No. ~~47~~ 39.

Sarah Jane Stokely

vs

Lucien Lowther et als

Cost Bill made No record

Union Com. Pleas.

Sarah Jane Stokely
Guardian &c.
vs.
Lucien Sowther et als

Petition to sell lands.

Filed April 9. 1851
James Kinkade Jr Clerk

Otway Curry
Sol. for Petitioner

To the Court of Common Pleas within and for the County of Union and State of Ohio.

Sarah Jane Stokely, Guardian of Lucien Lowther, Isabella Lowther, and Mary Lowther, Minor Children of Samuel Lowther late of the County of Ohio, in the State of Virginia, deceased, respondents that the said Minors are seized in fee simple each of an undivided third part of Certain Land situate in Union County Ohio, being parts of two Surveys Numbered 7869 in the Name of John Gibson, described as follows: Lot No. 1 of the subdivision of said surveys made for Robert M. Dawson by Levi Phelps Surveyor in September 1838 and now of record in the Office of the Recorder of Deeds, in said Union County, Beginning at two beeches and a Lynn in the Greenville Healy line Northwestern corner to the most Northerly of said surveys No.s 7869; Thence with said line N. 80° E. 187 poles to an Ash and beech; Thence S. 40 minutes W. 90 poles to a Sugar and Red Oak; Thence S. 80 W. 190 poles to a beech and ash; Thence N. 2 E. 90 poles to the beginning, containing One hundred and five acres More or less: Also, lot No. 2. of said subdivision, Beginning at a Sugar and Red oak, Southeasterly Corner of lot No. 1 of said subdivision; Thence South 40 minutes West 90 poles to two beeches and a sugartree; Thence S. 80 W. 193 poles to two beeches; Thence N. 2 E. 90 poles to a beech and Ash South westerly Corner to lot No. 1 of said subdivision; Thence N. 80 E. 190 poles to the beginning, containing one hundred and seven acres More or less: Also lot No. 9 of said subdivision, Beginning at 3 ashes S. E. Corner of the most southerly of said surveys No.s 7869 and N. W. Corner of Andrew Moore's Survey No. 7009; Thence S. 80 W. 185 poles to three beeches; Thence N. 2 E. 143 poles to four beeches, South West corner to lot No. 10 of said subdivision; Thence N. 80 E. 142 poles to two sugartrees and a lynn S. E. Corner to lot No. 10 of said subdivision; Thence South 15 degrees East 142 poles to the beginning; Containing one hundred and forty five acres more or less: Also, lot No. 8 of said subdivision

Beginning at 3 beeches S. W. Corner to lot No. 9 of said Subdivision; Thence N. 2 E. 143 poles to four beeches S. W. Corner to lot No. 10 of said Subdivision; Thence S. 80 W. 102 poles to two hickories an ash and beech S. W. Corner to lot No. 7 of said Subdivision; Thence S. 2 W. 143 poles to three beeches and a sugar tree; Thence N. 80 E. 102 poles to the beginning, Containing 90½ acres more or less. —— Your petitioner further represents 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 real 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, 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 ~~may~~ prescribed by law.

By Otway Curry
Her Attorney.

Sarah Lane Stokely
Guardian &c.
vs. Ejt. to Sell
Lucian Lowther et als

Praecipe for Subpoena
for Defendants

Filed April 22, 1851
D Rinkard for clerk

Otway Curry
Atty.

Sarah Jane Stokely
Guardian, &c.
vs.
Lucian Lowther, et als

In Chancery

Petition
to sell land.

Issue to the Sheriff of Jefferson County, subpoena for the Defendants, Lucian Lowther Isabella Lowther, and Mary Lowther

Otway Curry
Atty. for Petitioner

To the Clerk of
Union Com. Pleas

Dated April 22nd 1851

Union Common Pleas

Sarah Jane Stokely
Guardian &c
vs
Lucian Souther et als

Subpoena in Chy

Filed May 3. 1857
James Kinkade Jr clerk

Otway Curry Atty
for Petr.

I hereby certify that I received the within subpoena on the 2d day of May 1857 and served the same on the defendants named therein by leaving copies of the same at the residence of each of the defendants.

Service	75	Daniel McThomas
Copies	37½	
Mileage	12½	
	$1.37½	By Moses Allison Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Jefferson, Greeting:

We command you to summon

Lucian Lowther, Isabella Lowther and Mary Lowther

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, on the first day of the next Term thereof, to answer a

Petition to Sell Land ~~in chancery~~, exhibited against them by Sarah Jane Stokely, Guardian of Lucian Lowther, Isabella Lowther and Mary Lowther

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 22nd day of April A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

State Guard
v
Lowther et als
aff.

Filed July 1. 1857
Lat Kuitrade p el R

The State of Ohio, Union County ss

I, Andrew McNeal, do make oath, that I believe it would be to the advantage and benefit of the minor heirs of Samuel Lowther, deceased, late of Ohio County, in the state of Virginia, that the lands and tenements described in the "petition to sell land" filed, by Sarah Jane Stokely, Guardian of said heirs, in the Union County court of common pleas, on the 9th day of April AD 1857, should be sold agreeably to said petition — I am well acquainted with said lands and know them to be wild & unproductive in their present condition; that the lands lie in a wild region of country & that their increase in value, annually would not be equal to the interest on the money for which the lands would probably now sell. For this reasons I believe it would be for the benefit and advantage that they be sold —

Andrew McNeal

Sworn to and subscribed before me this 1st day of July AD 1857

Lathi Rader for CM

Chancery Case

1851-CH-0008

located with

District Court Case

1852-DC-0012

No. 51-CH-9

Union Common Pleas Court.

Eliza Mulligan
Plaintiff,

AGAINST

Samuel Mulligan
Defendant.

MAR TERM. 1853

Settled

Journal 5 Page 201

Record No. Page

Ex. Doc. A Page 233

No Record.

Chy No. ~~10~~ 27 87
No 24

Eliza Milligan
vs
Samuel Milligan et al.

Cont bill
proof

Union Common Pls

Chancery

Eliza Milligan

v

Samuel Milligan & others

Bill in Chancery for Dower

Filed April 15. 1857

James Kirkwood for Clk

John H. Young, Sol.

Esther Milligan — Union Co

Bal. defendants in Chancery

To the Honorable the Judges of the Court of Common Pleas within and for the County of ~~Champaign~~ Union and State of Ohio, in Chancery sitting:

Respectfully represents unto your Honors your Petitioner Eliza Milligan of the County of Champaign and State of Ohio, that in ~~October~~ the year ~~1819~~ 18 , your Petitioner intermarried with William Milligan, then residing in the State of Ohio; that the said William Milligan departed this life in the year 1849, at the Town of Lewisburg, Champaign County, Ohio, where he often resided, and leaving your Petitioner his Widow, and Samuel Milligan, William Milligan, Jesse R. Milligan, Lucie G. Milligan, Rachel E. Milligan, Morgan B. Milligan & Amos S. Milligan, his heirs at law and entitled to the next immediate estate of inheritance in the land and tenements hereinafter mentioned: That the said William Milligan, during coverture with your Petitioner, was seized in fee as an estate of inheritance, of the following real estate, situate in the County of Union and State of Ohio, described as follows, to wit: Part of Survey No. 2833 made in the name of Peter Manifold, being a tract one hundred and twenty one acres of land, bounded on the Western side by a tract of 25 acres owned by Mr. Milligan, on the South by Darby's Creek, on the Eastern side by the land of Samuel Milligan on the State road and on the North by the line of Survey No.

Your petitioner is entitled to dower in said tract of 121 acres of land, according to the Statute in such case made provided.

Petitioner states that said William Milligan, James R. Milligan, Jesse R. Milligan, Rachel E. Milligan, Morgan B. Milligan, Amos S. Milligan, are minors — she prays the appointment of a guardian ad litem for them.

Petitioner further states that one John Milligan is in possession of said land and has been in possession of it for some years receiving the rents and profits of it.

Your petitioner prays that the said Samuel Milligan, William Milligan, James R. Milligan, Jesse G. Milligan, Rachel E. Milligan, Morgan B. Milligan & Amos S. Milligan, and also the said John Milligan may be made defendants to this Bill and required to answer the same (not under oath) and that on the final hearing of this cause reasonable dower may be allotted to your petitioner in said land, and that she may have such other and further relief as may be proper and equitable.

Wm. H. Young,
Sol. for Complt.

D. A. 231

Eliza Milligan
vs
Samuel Milligan

Debt
Costs $11,04
This writ ,70
Filed Jany 26th 1836
Saben Randall Clerk

Recorded
W. O. Lee

11.04
.70
.25
.35
.20
12.94

Received this writ January 3rd A.D. 1836 and served the same January 25 A.D. 1836 and received the full amount of costs in this case

Fees Service	35
Mileage	45
Return	10
Postage	10
	$1.00

Retaining my fees

William H. Robb Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

Whereas, at the **Court of Common Pleas** of the county aforesaid, begun and held at the court house in the town of Marysville, on the 23rd day of March A. D. 1853,

Samuel Milligan

recovered against

Eliza Milligan

as well as the sum of Eleven dollars and Four cents for his ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~

~~damages, as also the sum of $~~ ~~for~~

cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods and chattels, and for the want thereof, of the lands and tenements of the said

you cause to be made the debt, damages, and costs aforesaid; ~~with interest thereon from the~~

~~day of~~ ~~A. D. 18~~ ~~until paid;~~ also the sum of $ 0,70 the costs of increase on said Judgment, and accruing costs; and of this writ make due return in sixty days.

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

Witness TABER RANDALL, Clerk of said Court,

at the Court House aforesaid, this 3d day of January A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Union Com Pleas

Eliza Milligan
vs
Samuel Milligan &
others.

Subpoena

Filed April 17, 1851
Lafayette Pugh Clk

Dr Young atty for Complt.

Served this writ April 17th 1851
By delivering to the wife of the within named
John Milligan at his Residence a certified copy
~~[illegible]~~ of this writ Fees Milage 45
" Serv 35
Copy 20
$1.00

William C. Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon John Milligan

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,~~ Forthwith to answer a Bill in chancery, exhibited against him & others by

Eliza Milligan

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 15th day of April A. D. 1857

James Kinkade Jr

Clerk of Common Pleas.

Union Com. Pleas

Eliza Milligan
vs
Samuel Milligan
& others —

Suit in chy

April 16th 1857
Served by leaving a true copy of this writ with each of the within named defendants —

Fees
Service 1.55
Copies 1.75
Mileage 75
$4.05

James Taylor Shff
Champaign Co
D A Young Sol for Compt.

Filed April 22. 1857
D Kurtz clk for Clk

3 6 6
2
7) 7 3 6
1 0 5

1 1 0 4
7 0
1 2 2
3) 1 2 9 6
4 3 2
7) 8 6 4
1 2 3

Serv & Mil 5 — 22
20
35
45
122

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Champaign, Greeting:

We command you to summon Samuel Milligan, William Milligan, James R Milligan, Jesse G Milligan, Rachel E. Milligan, Morgan B. Milligan and Amos S. Milligan

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, ~~on the first day of the next Term thereof~~ Forthwith, to answer a

Bill — in chancery, exhibited against them & other by

Eliza Milligan

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 15th day of April A. D. 18 57

James Kinkade Jr Clerk of Common Pleas.

Eliza Milligan
vs
Samuel Milligan
& others

Filed Nov 16th 1852
James Lynner Clerk

Received this writ Nov 9th 1852

Returned by order of the Petitioner
Nov 12th 1852

William A. Klein Sheriff

Now then there this writ
With James Lynner Clerk
of our said Court of Common
Pleas this 9th day of November
A.D. 1852
James Lynner Clerk

The State of Ohio. Union County ss

To the Sheriff of said 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 Eliza Milligan widow of William Milligan late of Champaign County Ohio one full equal third part of the following real estate situate in the County of Union and State of Ohio. described as follows to wit. Part of survey No 2833, made in the name of Peter Manifold. being a tract of one hundred and twenty one acres of land bounded on the western side by a tract of 25 acres owned by Job. Milligan, on the south by Dorly creek, on the Eastern side by the land of Samuel Milligan or the State road and on the North by the line of Survey No 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 Eliza Milligan is Petitioner and Samuel Milligan and others respondents. and that in like manner by the oaths of the same men you make a Just and true appraisement of the yearly value of said real estate after deducting necessary expenses and that your proceed=ings in the premises you distinctly certify under your hand to our said Court of Common Pleas. Forthwith. and have

assigned to her as Dower. Respondents submits that the claim of Petitioner is inequitable and unjust, and asks that if it be granted the improvements made by him on said premises shall be excluded from such assignment of dower and also a deduction from said claim of Dower equivalent to the payments made to Petitioner since the death of her said husband.

And having answered fully Respondents asks to be hence dismissed with his costs &c

Wm Milligan by
John A Conover

John A Conover Sol

Filed September 9th 1857
James Sinkard Clerk

Minor Cord & Moore
Solrs Milligan
vs
Elizabeth Milligan
Petition for Dower

John A Conover Sol

The separate Answer of John Milligan to the Petition for Dower exhibited against him and others by Eliza Milligan in Union Common Pleas in Chancery

And the said John Milligan for Answer to said petition says it is true that the said William Milligan in his life time was seized of the legal title to the premises described in said petition and that he is deceased leaving the widow and heirs therein named. Respondent further says that in the year 1832 he became and has ever since remained the owner in equity of said premises, and that he is well entitled to a release of the legal title thereto from said widow and heirs. That he paid to said William in his life time the full price and value of said lands except the sum of $101,58 which he has since paid and tendered to said widow, and has paid the taxes on said lands since 1832. That he has been in possession of said premises as the owner since his said purchase in 1832 and has made lasting and valuable improvements thereon. That his purchase, continuance in possession, improvements and payments have been made and had with the consent and concurrence of said widow, and a part of the payments made directly to her upon the express understanding and agreement that the title of Respondent to said premises should be perfected free and clear of all dower or other incumbrances. That during her said widowhood she has repeatedly recognized and ratified said contract of purchase and in consideration of said payments as above stated, has repeatedly promised to convey the interest in said premises, which she now claims shall be

Chancery Case File

Case No. 1851-CH-0010

No. 51-CH-10

Union Common Pleas Court

Finch and Pettibone
Plaintiff,

against

William T. Brophy.
Defendant.

Sep. Term 1851

No Record.

Judg. Vs. Deft.

$627.60

Journal 5 Page 68

Record No. — — — Page — — —

Ex. Doc. a Page 553.

Finch & Petitioner

vs

William T. Brophy et al

Petition to sell

Mortgaged lands

Appearance of Mack & Brothers entered without process by their Sols April 16. 1857. Powell & Bennett

Filed April 16. 1857
James Kirkpatrick Jr
Clerk

Finch & P.

To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting

Your orator Sherman Finch and Linton W. Pettibone of the firm of Finch & Pettibone respectfully represent that on or about the twenty sixth day of July AD 1850 one William J. Brophy of the said County of Union with his wife Mary H. Brophy (and whom your orators pray may be made parties defendants to this petition executed a mortgage to one Cyrus Master in fee simple upon the following real estate situate in said County of Union, to wit, In the Town of Marysville in said County and bounded and described as follows. Beginning at the North east corner of the lot now owned and occupied by Thomas Sumner as a residence said corner being on Main North and South street in said Town, thence north with said street forty two and one half feet, thence west parallel with the north line of said Sumners lot eight poles, thence south forty two and one half feet to the line of said Sumners lot, thence east eight poles to the beginning and which mortgage bearing date the day and year last aforesaid was executed as aforesaid in order to secure the payment of three certain promissory notes of the said William J. Brophy of even date with said mortgage each for the sum of three hundred and six dollars and payable to the said Cyrus Master by description of C. Master or order in six, twelve and eighteen months respectively and which said mortgage was duly recorded on the 26 day of July 1850 in the Recorder's Office of Union And your orators further represent that the first two of said three notes above described have been assigned to your orators by the said Master by endorsement in writing on said notes and that the remaining note has likewise been assigned by said Master to Thomas M. Rose and

Isaac E. Mack of the firm of Howard & Mack Mack & Brothers of the City of Cincinnati. Your orator therefore pray that the said Mack & Brothers may also be made parties defendant to this Bill, that the writ of subpoena may issue against the said William T. Brophy and Mary his wife and against the said Mack & Brothers that they may be compelled to answer all and singular the premises, that an account may be taken of what is due to your orator for their principal and interest on the first one of said notes now due and unpaid, and the value ascertained of the last two of said notes not yet due, that said mortgaged premises may be sold and the proceeds thereof applied to the payment of said notes and interest and that your orator may have such other and further relief in the premises as equity and good conscience may direct

Finch & Pettibone
in pro. per.

Issue Subpoena in Chy for William T. Brophy and Mary M. Brophy his wife
To the Clerk of Union Com Pleas
April 14th 1854

Finch & Pettibone

Union Com Pleas

Finch & Pettibone
vs
William J Brophy
et al

Sub in chy

Filed Apl 16. 1851
G Kirkpatrick for clerk

Finch & Pettibone

Served this writ by delivering a certified
copy of the writ & delivering to the within named
William J Brophy
Served this writ by delivering a certified copy of this
writ to the within named William J Brophy
April 16th 1851

Fees Mileage 5
Serv 3.50
Copy 20 60

William Sherriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William J Brophy

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~~ Forthwith, to answer a Petition To Foreclose Mortgage ~~in chancery~~, exhibited against him et al by Sherman Finch & Linton W. Pettibone.

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 16th day of April A. D. 18 57

James Kinkade Jr Clerk of Common Pleas.

Thir L & R Milborne
vs
William S Brotley
Order of Sale

Filed Oct 25 1857
James Linn Clerk

Received this writ September 3d 1857
Had the within described Real Estate
appraised on the 23d day of September AD 1857
by the Appraisers of William H Skinner & Ruth Linn
and James C Harriott at one thousand Dollars and returned a
Certified copy of the appraisement to the Clerk of the Court from
which this writ issued; Advertised the within described Real
Estate for sale in the Marysville Tribune a Newspaper
Published and in General circulation in union County Ohio
for at Least thirty days previous to the day of sale afterwards to wit on
the 25th day of october AD 1857 it being the day i Advertised
said Real Estate to be sold between the Legal hours of ten
oclock A M and four oclock P M offered the said Real Estate
for sale at Public Auction at the Door of the Court house in
said County and not sold for want of Bidders

	Fees Milage	5
	Fees	35
	Levy	35
	Advertising	25
October 25th 1857	Copy of Appraisement	30
	Return	10
	Inquest	100
	Printers Fee	3,00
		$5,40
Approx fee		150
		$6,90

William C Malin Sheriff and Special Master

The State of Ohio Union County ss

To the Sheriff of said County Special Master &c Greeting: whereas at the September Term of the Court of Common Pleas Continued and held for said County on the 29th day of September A.D. 1857 in a certain cause in Chancery where in pending, wherein Hinet & Bettibone complainants and William I Brophy defendant. the Court ordered and decreed that you expose to sale the premises in the Bill described as follows to wit- Situate in said County of Union in the State of Ohio. and in the Town of Marysville Bounded and described as follows, Begining at the North east corner of the lot now owned and occupied by Thomas Lowner as a residence said corner being on Main North and South Street in said Town, thence north with said Street forty two and one half feet, thence west parellel with the north line of said Lowners lot eight poles. thence south forty two and one half feet to the line of said Lowners lot, thence East eight poles to the Begining, to satisfy said Complainants in the Sum of Six hundred and Twenty Seven dollars and Sixty cents, with interest thereon from the 29th day of September A.D. 1857 until paid together with the costs on said decree taxed at $ and also the accruing Costs. and make report of your proceeding herein to the next term of said Court

Witness James Lowner Clerk of said Court at Marysville this 3d day of September A.D. 1852

James Lowner Clerk

Minch & Wilcox
vs
William & Bagley
order of Sale

March 21 1853
Received Dec Clk

Recieved this writ January 1st 1853
Advertised the within described Real Estate in the Marysville Tribune a Newspaper Published in the Marysville Tribune a newspaper Published and in General circulation in union County ohio for at Least thirty days previous to the day of Sale afterwards to wit on the 21st day of March A.D. 1853 it being the day i advertised said Real Estate to be Sold between the Legal hours of ten oclock A.M. and four oclock P.M. Offered the same at Public auction at the Door of the Court house and not Sold for want of Bidders

Fees Milage	5
fees	35
Advertising	25
Return	25
Printers fee	3.00
	$3.80

William le Mutin Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Special Master
ve. Greeting. Whereas at the September Term of
the Court of Common Pleas continued and held
for said County on the 29th day of September AD
1851 in a certain cause in Chancery wherein
pending Wherein Hirch and Pettibone
complainants and William J Brophy defendant
the Court Ordered and decreed that you expose
to Sale the premises in the bill described as
follows to wit, Situate in said County of Union
in the State of Ohio, and in the Town of Marysville
Bounded and described as follows, Begining at
the North east corner of the lot now owned and
occupied by Thomas Lowner as a residence
said corner being on Main North and South
Street in said Town, thence North with said
Street forty two and one half feet, thence
West parellel with the north line of said
Lowners Lot Eight poles, thence South forty two
and one half feet to the line of said Lowners
Lot, thence East Eight poles to the begining.
To Satisfy said Complainants in the sum of Six
hundred and Twenty Seven dollars and Sixty
cents, with interest thereon from the 29th day of
September AD 1851, until paid together with the
costs on said decree taxed at $ and also
the accruing costs, and make report of your
proceedings herein to the next term of said Court
Witness James Lowner Clerk of
Said Court at Marysville this
First day of January AD 1853

James Lowner Clerk

Finch & Pettibone
vs
Wm. L. Boopty

Order of Sale

Filed August 12th 1856
Saber Randall Clerk

Received this writ June 17th AD. 1856 and served the same July 7th AD. 1856 and caused the within described real estate to be reappraised by the oaths of D.D. Welsh James Welsh and A. J. Wilkins. Advertised the same for sale at least thirty days in the Marysville Zeitung a newspaper published and in general circulation in Union county Afterwards to wit on the 9th day of August AD. 1856 between the legal hours I offered the said real estate for sale according to law but it was not sold for want of bidders

Fees, Service	35
Mileage	05
Calling Appraisers	1.00
Appraisers fee	1.50
Advertisement	25
Printers fee	3.50
Return	25
Copy of Appraisement	50
	$7.40

William H. Robb Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Special Master &c Greeting
Whereas at the September Term of the Court of the Court of Common Pleas continued & held for said County on the 29th day of September A.D. 1851 in a certain cause in Chancery therein pending wherein Finch & Pettibone are complainants & William T. Boothy defendant the Court ordered & decreed that you expose to sale the premises in the bill, described as follows to wit, Situated in the State of Ohio & in the Town of Marysville bounded & described as follows beginning at the northeast corner of the Lot now owned & occupied by Thos. Turner as a residence said corner being on the North & South Street in said Town thence North with said Street 42 feet & one half, thence west parallel with the north line of said Turners lot 8 poles thence S 42½ feet to the line of said Turners lot thence East 8 poles to the beginning to satisfy said complainants in the sum of Six hundred & twenty seven dollars & Sixty cents with interest thereon from the 29th day of September A.D. 1851 until paid together with the costs on said decree taxed at $ and also the accruing costs and make due return of this writ in sixty days,
And also the following entry was made in the Journal of said Court at the June term thereof, to wit Finch & Pettibone vs William T. Boothy, Re appraisement ordered & cause continued
Witness Faber Randall Clerk of said Court at Marysville this the 17th day of June A.D. 1856

Faber Randall Clerk

Daniel D Williams
to
William D Bosley
order of sale

Filed Sept 5 1854
Lewis Dunn clk

Received this writ July 5th 1854
Advertised the within described Real Estate for sale in the Marysville Tribune a news paper published and in General circulation in union County Ohio for at Least thirty days previous to the day of sale Afterwards to wit on the fourth day of September it being the day I advertised said Real Estate to be sold offered the same for sale at the door of the Court House and not sold for want of Bidders

Fee Milage	5
Levy	35
Advertising	25
Return	20
Trustee Fee	300
	385

William C Malin Sheriff

The State of Ohio
Union County ss

To the Sheriff of said County Special Master &c Greeting, whereas at the September Term of the Court of Common Pleas Continued and held for said County on the 29th day of September AD 1853 in a certain Cause in Chancery therein pending wherein Saml & Pettibone complainants and William I Brophy defendant, the Court ordered and decreed that you sell the premises in the Bill described as follows to wit situate in said County of Union in the State of Ohio and in the Town of Marysville Bounded and described as following, Besining at the north east corner of the Lot now owned and occupied by Thomas Lyons as a residence said corner being on Main ~~street~~ North & South Street in said Town, thence S with said Street 42 feet and one half, thence west parellel with the north line of said Lyons lot 8 paces, thence S. 42½ feet to the line of said Lyons Lot thence East 8 poles to the Besining to satisfy said complainants in the sum of six hundred and Twenty Seven dollars and sixty cents with interest thereon from the 29th day of September AD 1853 until paid to settle with the costs on said decree taxed to ~~to~~ and also the accruing costs, and make due return of this writ in sixty days

Witness James Lyons clerk of said Court at Marysville this 5th day of July AD 1854

James Lyons clerk

Jacob Pettibone
vs
William J Bordley

Order of Sale

Filed April 12 1854
James Lemmer Clerk

Received this out January 7th 1854
I have the within described Real Estate Advertised in the Marysville Journal a news paper published and in General circulation in union County Ohio for at least thirty days previous to the day of Sale aforesaid to wit on the 11th day of April AD 1854 it being the day I advertised said real Estate to be sold, Agreeable to Previous Notice I offered said real Estate between the Legal hours at the Door of the Court House in said County at Public Auction and not sold for want of Bidders

April 12th 1854

Fees Milage	5
Fees	35
Advertising	25
Return	10
Printer fee	2 50
	$3,25

William C Mabie Sheriff

The State of Ohio
Union County }

To the Sheriff of said County Special Masters &c Greeting Whereas at the September Term of the Court of Common Pleas Continued and held for said County on the 29th day of September AD 1857 in a certain Cause in Chancery therein pending wherein Frick and Pettibone Complainants and William T Brophy defendant the Court ordered and decreed that you expose to sale the premises in the Bill described as follows to wit Situate in said County of Union in the State of Ohio and in the Town of Marysville Bounded and described as follows, Begining at the North east Corner of the Lot now owned and occupied by Thomas Turner as a residence, said Corner being on Main North and south Street in said Town thence North with said Street forty two and one half feet. thence west parallel with the north line of said Turners lot Eight poles, thence South forty two and one half feet to the line of said Turners lot. thence East Eight poles to the Begining, to satisfy said Complainants in the sum of Sixhundred and Twenty seven dollars and sixty cents with interest thereon from the 29th day of September AD 1857, until paid together with the costs on said decree taxed at $. and also the accruing costs, and make report of your proceedings herein to the next term of said court

Witness James Turner clerk of said Court at Marysville this 7th day of January AD 1854

James Turner Clerk

Union County Ohio

Francis Pettibone

vs

William Woodley

Order of Sale

Filed June 24 1853

James Monroe Clerk

Received this writ May 30 1853

Advertised the within described Real Estate for sale in the Marysville Tribune a News paper published and in General circulation in Union County Ohio for at least thirty days previous to the day of sale afterwards to wit on the 23 day of June A D 1853 it being the day i advertised said Real Estate 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 said County at Public auction and not sold for want of Bidders

Fees Mileage	5
Serv	35
Advertising	25
Return	10
Printers fee	300
	$3.75

June 23 1853

William L Martin Sheriff
and Special Master

The State of Ohio Union County ss

To the Sheriff of said County Special Master &c Greeting whereas at the September Term of the Court of Common Pleas Continued and held for said County on the 29th day of September A. D. 1857. in a Certain Cause in Chancery wherein Pending, wherein Finch & Pettibone Complainants and William I Brophy defendant the Court ordered and decree that you expose to sale the premises in the bill described as follows to wit, situate in said County of Union in the State of Ohio, and in the Town of Marysville, Bounded and described as follows Begining at the north east corner of the lot now owned and occupied by Thomas Lowmer as a residence said corner being on Main North and south Street in said Town, thence North with said Street forty two and one half feet, thence west parellel with the north line of said Lowmers Lot Eight poles, thence South forty two and one half feet to the line of said Lowmers Lot, thence East Eight poles to the begining, to satisfy said Complainants in the sum of six hundred and Twenty seven dollars and sixty cents, with interest thereon from the 29th day of September A.D. 1857. until paid together with the costs on said decree taxed at $ and also the accruing costs, and make report of your proceedings herein to the next Term of said Court

Witness James Lowmer Clerk of said Court at Marysville, this 8th day of May A.D. 1853

James Lowmer Clerk

Finch v Petitione vs W. G. Boothy

Costs

Sheriff Robb	$6,41	(including appra fee)
Clerk Randall	6,40	641
		150
	12,81	491
		16
		507

Clerk Jno Rinkade 1,43

cost on this case

French & Pettibone
vs
Wm. L. Brophy

Bond $200.00

Filed April 13 1854
James Turner clerk

Know all men by these presents that Wm. C. Malin and A. L. Johnson are held and firmly bound unto Finch & Pettibone of the County of Delaware Ohio in the penal sum of two hundred (200$) dollars to the payment of which we do hereby bind ourselves our heirs executors and administrators firmly by these presents Signed and sealed with our seals and dated this April 13th AD 1854

The condition of this undertaking is such that whereas the said William C. Malin Sheriff of Union County Ohio was on the 13th day of April AD 1854 duly appointed by the Court of Common Pleas of Union County Ohio sitting in the case of Finch & Pettibone vs. Wm. T. Brophy in Chancery in Union Common Pleas to take charge of the Mortgaged premises in the said Bill in said case described and to receive the rents and profits thereof, now if the said Wm. C. Malin shall faithfully take charge of said Mortgaged premises and receive the rents and profits thereof and further if he shall faithfully and impartially discharge all and singular the duties devolving upon him as said Receiver then the above undertaking to be void and of none effect otherwise to be and remain in full force in law

William C. Malin (Seal)

A. L. Johnson (Seal)

Robbs costs		70	on 1st order		Printer	2,50		Clerk	70
"	"	85	" 2d	"	"	3,00		"	70
	"	3,90	" 3d	"	"	3,50		"	70
6 cts for 6 terms		96				9,00	Court costs		3 60
		6,41	this includes $1.50 Appr co fee)						5,70
									6.41
									12,11

5 70
70
6 40

$$\begin{array}{r} 1,40 \\ 2,50 \\ \hline 3,90 \end{array}$$

$$\begin{array}{r} 165 \\ 75 \\ \hline 230 \end{array}$$

Finch & Otterbine
vs
William T. Dorsey
Order of Sale

Filed June 27th 1853
John Ranacee Clerk

Received this writ April 27th A.D. 1853. Advertised the within described real estate for at least thirty days in the Marysville Tribune a newspaper published and in general circulation in union County. Afterwards to wit on the 16th day of June A.D. 1853 it being the time said property was advertised to be sold, the same was offered for sale according to law but was not sold for want of bidders

Fees Service .35
Advertisement .25
Printers fee 2.50
Return .10
$3.20 William H. Robb Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Special Master V. C. Gretting
Whereas at the September term of the Court of Common pleas continued and held for said County on the 29th day of September A.D. 1851 in a certain cause in Chancery therein pending wherein Finch & Pettibone complainants and William T. Brophy defendant the Court ordered and decreed that you expose to Sale the premises in the bill described as follows to wit, Situate in said County of Union in the State of Ohio and in the Town of Marysville bounded & described as follows, Beginning at the Northeast corner of the Lot now owned and occupied by Thomas Turner as a residence said corner being on North & South Street in said Town thence N. with said Street 42 feet and one half, thence west parallel with the north line of said Turners Lot 8 poles thence S 42½ feet to the line of said Turners Lot thence East 8 poles to the beginning to satisfy said Complainants in the sum of Six hundred and Seventy Seven dollars and sixty cents with Interest thereon from the 29th day of September A.D. 1851 until paid together with the costs on said decree taxed at $
and also the accruing costs, and make due return of this writ in sixty days
Witness Taber Randall Clerk
of said Court at Marysville
this 27th day of April A.D. 1853

Taber Randall Clerk

Receipt for
Order of Sale

Finch & Pettibone
vs
W. J. Brophy
24

Filed & one order issued
Oct. 29th 1855
Saber Ransom Clerk

240
70
85
9,95

~~Pillsbury~~

Fenn & Pillsbury
W. T. Brooks } Issue order of sale

now & at every vacation hereafter till sale is paid & at next term file bar appt. set aside & new appt made & conducted under former order of sale

S. Fenn
atty for pltf

Friers & Petition
vs
on J. Dorsey
Pres for
order of Sale

Filed Sept 3 1852
James Owen Clerk

Finch & Pillsbury
vs
Wm T. Brophy

In Chy
foreclosure of Mort

Bsm decretal

order of Sale
Aug. 30. 1852

S. Finch
Solr. for Plff.

Received this writ October 22nd AD. 1855.
Advertised the within described real estate at least thirty days in the Marysville Tribune a newspaper published and in general circulation in Union County. Afterwards to wit on the 15th day of December AD. 1855 it being the time said property was advertised to be sold I offered the same for sale according to law but it was not sold for want of bidders

Fees Service	35
Advertisement	25
Pr fee	3,00
Mileage	05
Return	20
	3,85

William A. Robb Sheriff

Jonas & Williams
vs
William & Bayley

State of Ohio

Office Dec. 20th 1855
Ohio Monroe Ohio

The State of Ohio Union County ss
To the Sheriff of said County Special Master &c, Greeting
Whereas at the September Term of the Court of Common Pleas continued and held for said County on the 29th day of September A.D. 1851 in a certain cause in Chancery therein pending, wherein Linch & Pettibone Complainants William S. Boothy defendant the Court ordered and decreed that you expose to Sale the premises in the bill described as follows to wit, Situated in said County of Union in the State of Ohio and in the Town of Marysville bounded and described as follows Beginning at the northeast corner of the Lot now owned and occupied by Thomas Turner as a residence said corner being on North & South Street in said Town thence North with said Street 42 feet & one half thence west parallel with the north line of said Turner's Lot 118 poles thence S 42½ feet to the line of said Turners lot thence East 8 poles to the beginning, to satisfy said complainants in the sum of Six hundred & twenty Seven dollars & Sixty cents with Interest thereon from the 29th day of September A.D. 1851 until paid together with the costs on said decree layed at $
and also the accruing costs and make due return of this writ in Sixty days
Witness Faber Randall Clerk of said Court at Marysville this 22nd day of October A.D. 1855

Faber Randall Clerk

Trimble

vs

Brophy

Wm. C. McLean

Filed April 11 1874
James Turner Clerk

Finch & Rettiberie
vs.
William T. Brophy } Chancery -

Moove the Court to appoint a Receiver, to take charge of the mortgaged property, and receive rents and profits, &c. Appraised at $1000. Offered for sale 2 years, and will not sell, Amount of decree More than 2/3 appraisement -

No. 51-CR-11

Union Common Pleas Court.

Robert Kyslop, Plaintiff,

AGAINST

James Gullington, Defendant.

JUN TERM. 1852

Dismissed

JUDGMENT VS DEFENDANT

Journal 5 Page 107

Record No. Page

Ex. Doc. A Page 179

Chy No. ~~51 113~~ 40

Robert Hyslop

vs

James Fullington et al

Cost Bill

No Record

Union Com. Pls

Robert Hoyslop

vs

James Hallington Sothers

in Chancery.

Filed April 17. 1857

James Rickards Jr
Clerk

Copied

To the Hon. Court of Common Pleas of Union County, in Chancery sitting.

Respectfully represents unto your honors your Orator Robert Heyslop, that previous to the 30th day of May A.D. 1848, Samuel C. Franklin, Orange Fairchild & Moses Hullington entered into partnership in the mercantile business at the Town of Woodstock, Champaign County, Ohio, and afterwards traded and did business as merchants at said town for a year or eighteen months, under and by the partnership names of "Moses Hullington & Co." and "S. C. Franklin & Co:" That during the continuance of said partnership, to-wit, on the 30th day of May 1848, the said Franklin, Fairchild & Hullington, by and under the partnership name of "Moses Hullington & Co." executed to Heyslop & Brother, of New York, their promissory note for the sum of one hundred & fifty six dollars & 93 cents, payable to the order of said Heyslop & Brother, at their office in New York in six months after the date thereof; and the said Franklin, Fairchild & Hullington, afterwards & during the continuance of the partnership, to-wit: on the 11th day of May 1849, by and under the said partnership name of "S. C. Franklin & Co." executed to Heyslop & Brother, of New York, their promissory note for the sum of one hundred and seventy six dollars and seventy eight cents, payable to the order of said Heyslop & Brother at their office in New York in six months after the date thereof: that these notes were given for goods purchased for & sold to the partnership.

Your Orator further represents that said

notes were afterwards assigned by the said Heyslop & Brother to your Orator: Copies of said notes will be filed with this Bill marked as Exhibits A. & B.

Your Orator further represents that the period for the payment of said notes has long since elapsed & they are wholly unpaid.

Your Orator further represents that during the last fall the said Samuel C. Franklin & Deranged Fairchild, suddenly, secretly & without your Orator's knowledge of their intention to go, left the State of Ohio & went into the State of Illinois where they still remain — the precise point his that State where they have settled down & may be found, your Orator, altho' diligently enquiring has not learned: But your Orator states & charges it to be true that they are wholly insolvent & worthless.

Your Orator further represents that the said Moses Hallington died during the past summer intestate, leaving a very large & wealthy Estate: — he was a man of great wealth & could Command credit to a large amount wherever known. Since his death James Hallington & Charles Hills have been appointed his Administrators, by this honorable Court, the deceased having at the time of his decease resided in this County: his Administrators reside in this County. On the 22d day of October 1850 your Orator presented said notes to said Administrators for payment, but they declined to pay the same.

Your Orator states & charges it to be true that it was mainly in Consequence of the association of said Moses Hallington with said firm

Robert Kyle
vs
James Hallington et al
Agreement

Filed Sept 29, 1851
L Kinkade p clerk

Robert Hoyslop

vs

Jane Fullington & others

Union Com. Pls
In Chancery.

It is agreed that an issue to a jury shall be made to try the questions of fact involved in the pleadings in this case Sept. 30, 1857: all objection to suit being in Chancery but at law waived — Wm. H. Young
Sol. for Compl.

Swan & Andrews
for defts.

and in faith of his name, that the Credit evidenced by said notes was given for said goods sold to said partnership; that without the aid of his name & his association as partner that the Credit would not have been given: that the Estate of said Hallington is abundantly able to pay said notes, whilst Franklin & Fairchild are insolvent: so that unless the said representatives of said Alvas Hallington shall be held to pay said notes, your Orator is and will wholly unable to collect any part thereof.

Your Orator therefore prays, that the said Jairus Hallington & Charles Hillis, as well as also the said Samuel C. Franklin & Dorangel Fairchild may be defendants to this Bill & required to answer the same, and that upon the hearing of this cause, your honors would decree that the said Jairus Hallington & Charles Hillis, as Administrators of the said Alvas Hallington, deceased, may be decreed to pay to your Orator the principal & interest of said notes, out of the personal assets of said Estate and for such other & general relief as may be proper &c.

John N. Young
Sol. for Complt.

Pay to the order of
Robert Heyslop
Heyslop & Brother

Copy

A.

$ 156. 73

New York, May 30, 1848.

Six months after date we the subscribers of Woodstock State of Ohio, promise to pay to the order of Heyslop & Brother one hundred & fifty six dollars 73/100 at their Office No. 220 Pearl St. value received.

Moses Hallington & Co.

Copy

Endorsed

"Pay to the order
of Robert Heydon
Heydon & Brother

CWX

B.

$176.78

New York, May 16, 1849.

Six months after date I or the subscribers of Woodstock, State of Ohio promise to pay to the order of Heyslop & Brother one hundred and seventy six 78/100 Dollars at their office in New York, value received.

J. C. Franklin Nov.

Copy

Union Com Pleas

Robert Hyslop
vs
James Fullington &
others —
Subpoena

Filed April 19. 1857
J Kuhnapfel Clk

D A Young Sol for
Compt

I acknowledge due service of this within writ April 19th 1857
Charles Phillips

Served the within writ by delivering to the within named James Fullington a certified copy of the writ
April 19th 1857 Fees Mileage 60
Serv 70
Copy 20
$1.50 William Allen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

James Sullington and Charles Phillis

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 ~~on the first day of the next Term thereof~~ to answer a

Bill in chancery, exhibited against them & others by

Robert Hyslop

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 17th day of April A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

Fullington's adm
ats
Hyslop

Answer of
adm

Filed October 1. 1857
James Kirkpatrick p. clerk

Copied by K

The answer of James Fullington and Charles Fullington Administrators of the estate of Moses Fullington dec.d to the bill filed by Robert Aydelot. Union Complcas

Saving all exceptions to the said respondents answer and say:

They deny that any partnership whatever existed between the said Moses Fullington and the said Franklin and Fairchild or either of them as set forth in said bill. Respondents admit the decease of said Moses Fullington and the appointment of Respondents as his administrators as alleged in the bill. And as to all other matters alleged in said bill Respondents know nothing and therefore deny the same and require full proof

Swan & Andrews
Solors for defts.

No. 51-CH-12

Union Common Pleas Court.

Joshua Irwin
Plaintiff,

AGAINST

Nancy Irwin
Defendant.

NOV TERM, 1852

DECREE FOR PLAINTF

Journal 5 Page 166

Record No. 6 Page 250

Ex. Doc. A Page 211

Chy No. ~~[illegible]~~ 29

Joshua Irwin
vs
Nancy Irwin

Ord Bill
Made

Recorded

Joshua Irwin
v
Nancy Irwin

petition for divorce

Filed May 9. 1857
James Kirkwood jr Clerk

A

J. C. Dougherty - Dol
for petitioner

To The honourable Judges of the Court of Common pleas of Union County
Van Chancery Setting

Humbly complaining Showeth unto your honours your Orator Joshua Irwine of the County of Union and state of Ohio, who has been a Resident of the County of Union and State of Ohio for more than One year last past, That your Orator was lawfully joined in the bands of Matrimony to his present wife Nancy on or about the first day of May (1826) from which time forward they have been and now are inhabitants of the County of Union and State of Ohio And your Orator further Showeth unto your honours that the said Nancy Since the said first day of May wickedly disregarding the solemnity of her vows and the Sanctity of the marriage state, hath been guilty of habitual Drunkenness for

More than three years last past, And your Orator further Showeth unto your honours that the said Nancy Since the first day of May wickedly disregarding the duties of the marriage state; hath been guilty of gross neglect of duty, that she the said Nancy hath utterly refused, to aid and assist in the maintainance of the children; or family of your Orator; and that she the said Nancy refused to live in the house with your Orator provided for her and the family of your Orator; and would not in any manner whatever aid in discharging her duties as a married woman; but wickedly refused, And your Orator further Showeth unto your honours that the said Nancy hathe gone to parts unknown, that she hath without any provocation on part of your Orator, left his house and

a family

Eloped; And your Orator further Showeth unto your honours, that by means of the said several ~~grievances~~ premises above set forth, the domestic peace, and happiness of your Orator, has been entirely destroyed, In tender consideration whereof and to the end, that the said Nancy may true full, and perfect, Answer, make, to the matters and things, herein charged, and set forth, as fully, as if the same were herein again repeated, and she interrogated thereto, and particularly, that she may set forth, and discover whether, your Orator, and she the said Nancy were not joined, in wedlock, as aforesaid and whether since her marriage, with your Orator, she has not, been guilty of Infidelity for more than three years, and gross neglect of duty, And that marriage between, your Orator and the said Nancy, may be dissolved, according to the statutes in such cases provided, And that your Orator, may have, such other, and further relief, in the premises, as may be agreable, to equity, May it please your honours, to grant unto your Orator, the writ of Subpoena, issuing out of, and under the Seal, of this honourable court, to be directed, to the said Nancy, commanding her on a certain day, and under a certain pain therein, to be expressed, personally, to be, and appear, before your honours, in this honourable court, then and there to make true full, and perfect Answer to all and singular the premises, and to stand to, abide, and perform, such order direction, and decree, as, to your honors, shall seem meet, and according to the statutes, in such cases provided, And your your Orator shall ever pray &c,

J. C. Dwight Solr
for Petitioner

Joshua Green

vs

Nancy Green

Writ forbid

Filed Nov 15 1852
James Lewis Clerk

Lived this writ I Rec'd to serve of the within named Nancy Green Nov 15 1852
Fees Mileage 5
Serv 3 50
4 50

William Collins Shff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Literal Ford
Moses Devore & Thomas Stickey

to be and appear before the Honorable, the Judge of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, ~~on the~~ forthwith day ~~of next term~~ [redacted] ~~o'clock, A. M.~~, to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein Joshua Irwin is Plaintiff, and Nancy Irwin is Defendant, and this he shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES TURNER, Clerk of said Court, at the Court House in Marysville, this 15th day of Nov A. D. 185 2

James Turner Clerk.

Joshua Irwin
vs
Nancy Irwin

Filed Nov 15/52
James Lee Clk

Joshua Irwin
vs.
Nancy Irwin

Pet. for
Divorce

Issue Subpoena for
Liberal Ford, Mose Devore
& Thomas Stickney, Pltf's Wits!
Cuny & Robinson
Attys for Pltf.

Jno D Stone
15 7 1852
James Lunch

-ing [illegible] 1852

Notice.

Joshua Irwin, vs. Nancy Irwin, } In Union Common Pleas; Petition for Divorce.

And that the said Nancy will take notice that the said Joshua Irwin, on the 9th day of May A. D. 1851, filed his bill in chancery; the object and prayer of said bill is, that he may be divorced from his wife Nancy for the following causes; Drunkenness for more than 3 years, also gross neglect of duty.

J. C. DOUGHTY,
Attorney for Petitioner.

no 36 6w

I C S Hamilton do hereby certify that I am publisher of the Marysville Tribune, and that the annexed notice was published in the same for six consecutive weeks prior to the 8th day of November 1852.

C S Hamilton

Sworn to and subscribed in open Court this 15th day of November 1852.

James Linn clerk

No. 51-CH-13

Union Common Pleas Court.

John Milligan Plaintiff,

AGAINST

Samuel Milligan et al Defendant.

NOV TERM. 1852

DECREE FOR PLAINTIF

Journal 5 Page 134

Record No. 6 Page 298

Ex. Doc. A Page 283

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

Union Com Pleas

John Milligan

vs

Samuel Milligan
et als

Bill in Chancery

Filed May 19, 1851
James Kirkwood Jr Clerk

Stanton & Alison

Copied

[redacted] [redacted]

"To the Court of Common Pleas within and for the County of Union and State of Ohio. When in Chancery sitting.

Humbly complaining your Orator John Milligan of the County of Union. Ohio. respectfully represents, that in or about the month of November A.D. 1832 he purchased of his brother William Milligan deceased late of Champaigne County, Ohio. the following real estate, to wit. One hundred acres of land more or less, part of Survey No. 2833 in the name of Peter Manifold, lying in the Counties of Union and Champaigne, bounded on the South by a tract of One hundred acres owned by Samuel Milligan, Sen.; on the West by Darby Creek, on the North by a twenty five acre tract owned by your Orator John Milligan, and on the East by the original East line of the said Survey, and being the North half of a 200 acre tract conveyed by Lyne Starling to the said William and Samuel Milligan. That your Orator was to pay to said William Milligan as the purchase money the sum of $700. in manner following, to wit. $300. in one year after said purchase, which was duly paid by your Orator, and the ballance of the purchase money was to be paid with interest, from time to time, as your Orator was able to make it, out of the profits of said farm remaining after the support of his family. That in consequence of the close and intimate relationship which existed at the time, and forever after, during the life time of the said Williams, no written memorandum of said contract was ever executed, but your Orator took immediate possession under said contract and has remained in possession thereof

until the present time. during a period of more than eighteen years, that at the time of the purchase by your Orator aforesaid. a piece of ground not exceeding twelve acres. was cleared and fenced. which was the only improvement upon the premises. That since said purchase your Orator has made lasting and valuable improvements thereon. in clearing and fencing some fifty acres in addition: in the building of a large barn and other buildings: the planting of an orchard &c. which were made under the assurance given by his brother William (which was continued until his death) that he would execute to your Orator a good and sufficient general warrantee deed for said premises as soon as the said purchase money was fully paid. That your Orator from time to time. continued to make payments to the entire satisfaction of his brother William. and occasional settlements were made between them. That their last settlement was made in or about the month of March 1849. when it was ascertained that your Orator still owed a ballance of $101.50 on said purchase money. for which at the time of said settlement he executed his note. of which the following is a substantial copy. to wit. "One day after date I promise to pay William Milligan or order the sum of One hundred and one dollars and fifty cents for value received. This being the last payment due me for the farm that said John Milligan now lives on" (signed) "John Milligan" and attested by Samuel Milligan son of William and by William Milligan. Jr. son of your Orator" the date is not recollected. That some three months after the date of said note your Orator made a

payment of forty five dollars to his brother William which was credited on the back of said note.

Your Orator further represents that about eighteen months since, the said William Milligan died intestate, leaving as his widow Eliza Milligan of Champaigne County, Ohio, and the following children as his heirs and legal representatives, to wit, Samuel Milligan, William Milligan, James R Milligan, Jesse T Milligan, Rachael E Milligan, Morgan B Milligan, and Amos S Milligan, all of the County of Champaigne, Ohio, and all of whom are minors with the exception of Samuel. That since the death of the said intestate letters of administration on his estate have been duly granted to the said Samuel Milligan, who is still the administrator.

Your Orator further represents that some sixteen years since his brother William had a survey made of said land, to enable him to make the deed to your Orator, which survey was made by Levi Phelps of the County of Union, who made out a description and plat of said land by metes and bounds, and delivered the same to said William. That at the decease of said William the said plat, your Orators note aforesaid, and the account books of the deceased (which your Orator charges show the settlements between them) passed into the hands of the said Samuel Milligan, the administrator — in whose hands the said plat and books still remain. That the note of your Orator aforesaid was set off by the appraisers of the personal estate, to the said widow on her year's support, to whom your Orator has made various payments amounting

in all to upwards of twenty dollars.

Your Orator further represents that the said Eliza and Samuel (widow and administrator) have full knowledge of the purchase of said land by your Orator as aforesaid, and of the payments and settlements aforesaid. And have frequently since the death of said William represented that your Orator should have his deed, and that they would execute it as soon as they could get authority from Court to do so, but your Orator charges that they now refuse to do any thing in the premises.

Your Orator further states that he is willing, able, and anxious, to complete his part of the contract aforesaid, and obtain the legal title to said premises. That on the 27th day of April A.D. 1851 he made a legal tender to the said Eliza Milligan of the ballance due upon said note, and demanded the note, which was refused. That your Orator has since made the same tender and demand, to the said Administrator, who also made refusal. Your Orator here again makes the same tender, and is able and willing to pay the ballance of said purchase money, at any time, and in any manner this Court may direct.

In tender consideration whereof and inasmuch as your Orator can obtain no adequate redress at law, your Orator prays that the said Eliza Milligan, Samuel Milligan both in his individual character and as administrator as aforesaid, William Milligan, James R. Milligan, Jesse F. Milligan, Rachael E. Milligan, Morgan B. Milligan, and Amos P. Milligan may be made defendants hereto, and compelled to answer

the same as fully as though put by specific interrogatories. That the said Eliza may set forth particularly what interest if any she claims in said premises, and file with her answer a copy of said note given by your Orator to said William and set off to said widow. That the said Samuel file with his answer the Surveyors plat of said land, or a copy thereof, and also full extracts from the books of the said William Milligan deceased, showing the settlement between the deceased and your Orator. That a Guardian ad Litem may be appointed for the infant defendants. That the claims of said widow if any may be fully adjusted, and that on the final hearing hereof that the said heirs of William Milligan may be decreed to convey said premises to your Orator in fee simple with covenants of special warrantee, (upon payment of the ballance of the purchase money) and that in default, that said decree shall operate as such conveyance to your Orator, and for such other and further relief in the premises as to your Honors may seem equitable.

By Stanton & Allison
His Soltrs.

The Clerk will issue Subpoenas for the above defendants to Sheriff of Champaign County —

May 19th 1851
Stanton & Allison

Union Com Pleas

Wm Milligan
et als

vs

John Milligan

Answer of Guardian
ad Litem

Filed 9 Nov 25. 1857
Ja Kinkade Jr Clerk

The joint and several answer of William Milligan, - James R Milligan, - Jesse P Milligan, Rachael E Milligan, - Morgan B Milligan, and Amos S Milligan infant defendants to a Bill in Chancery exhibited against themselves and others by John Milligan, in Union County Com Pleas. - by Otway Curry their Guardian ad Litem.

And now come the said Wm Milligan, Jas R Milligan, - Jesse P Milligan, - Rachael E Milligan Morgan B Milligan and Amos S Milligan by Otway Curry their Guardian ad Litem, and for answer say that by reason of their tender age they know nothing of the matters and things alleged in said Bill and rely upon the Justice of the Court.

By Otway Curry
Guardian ad litem

Union Com Pleas

John Milligan

vs

Saml Milligan et als

Replication

Filed Septr. 19. 1857

James Kirkadoff Clerk

Stanton & Allison

John Milligan
vs
Samuel Milligan et als } In Chancery.

And the said John Milligan 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 answer of Samuel Milligan and Eliza Milligan Contrary thereto, are untrue: and this he is ready to make appear, as by this Court shall be directed.

By Stanton & Allison
His Solrs –

Union Com. Pleas

John Milligan
vs
Samuel Milligan et als.

Sub in chy

May 21st 1857
Served by leaving a
copy of this writ with
each of the Defts.

Fees
Service 1.75
Copies 2.00
Milage .75
4.50

James Taylor Shff
of Champaign Co

Filed May 24. 1857
James Kirkade jr clk

Stanton & Allison Solts
for Compltt.

Postly clerk 5

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~[illegible]~~ Champaigne, Greeting:

We command you to summon Eliza Milligan, Samuel Milligan, William Milligan, James R. Milligan, Jesse G Milligan, Rachael E. Milligan, Morgan B Milligan, and Amos S. Milligan

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, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them by

John Milligan

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 19th day of May A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Filed March 19 1852
James Turner Clerk

Collège

Mr Z. Nature

Collège

Union County Common Pleas 1852

John Milligan

vs

Samuel Milligan & others
Heirs & legal Representatives
of William Milligan Dec'd

In Chancery

The defendants in the above cause are hereby
Sir dam their attorneys will take notice that the Complainant will
proceed to take depositions before Hanch Fisher a notice of the Peace
for Union County at his office in the Township of Dublin in said
County of Union on the 17th day of this present between the hours of 8 o'clock
of the A.M. & 3 o'clock P.M. of said day to be used in evidence on the hearing
of the above cause

Yours &c Benjamin Dale for
Complainant

19th March 1852

Service acknowledged 19th March 1852
(Signed) [illegible]

I Frank Pearl a Justice of the Peace in and for the township of Allen in the County of Union Ohio do hereby certify that the above named Amos A Williams and Abraham Holycross were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice

In testimony whereof I have hereunto set my hand this 17th day of March in the year One thousand Eight Hundred & fifty two.—

Signed
Frank Pearl J. P..

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas in Chancery wherein John Milligan is plaintiff and Samuel Milligan & Others Heirs and legal Representatives of William Milligan Dec^d are Defendants and for said plaintiff in pursuance of the notice hereto attached and at the time and place therein mentioned Plaintiff & Defendants both present

Amos D Williams of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes as follows:

Question 1st Are you acquainted with the parties to this suit. if so how long have you known them.

Answer. I have known and been acquainted with the parties to this suit twenty three years.

Amos D. Williams

Also Caleb Clark of Union County and of lawful age being first duly sworn as hereafter certified deposes as follows:

Question 1st:

Also Abram Holycross of Union County and of lawful age being first duly sworn as hereafter certified deposes as follows:

Question 1st Are you acquainted with Edward Reams

Answer. I am acquainted with him.

Question 2nd Would you believe him under oath in a case where he was disinterested

Answer I am not well enough acquainted with his character to know.

Abraham Holycross

John Milligan
vs
Samuel Milligan
& others

Union Common Pleas
In Chancery

Depositions will be taken in this case by the defendants at the Tavern house of Robert Elliot in the Town of Lewisburg Champaign County Ohio on the 11th day of March 1852 between the hours of 3 O'clock P.M. & 6 O'clock P.M. of said day to be read in evidence on the hearing of the above cause

March 9. 1852

Young & Leedom
Attys for defts.

Depositions of witnesses taken before me B. B. Johnston a justice of the peace in and for Champaign County Ohio in a suit now pending in the Court of Common Pleas of Union County Ohio in Chancery wherein John Milligan is Complainant and Samuel Milligan and others legal representatives of Wm Milligan deceased are defendants in pursuance of a notice hereto attached as hereinafter certified.

B. B. Johnston of Champaign of Champaign County of lawful age being first duly sworn by me according to law as hereinafter certified deposes and says

Question by Counsel for defendants

Are you acquainted with the parties to this suit

Ans. I am

By sam.

Are you acquainted with the hand writing of Wm Milligan deceased. and if so is the account Book here produced in his hand write & marked A. & are pages 130, 131, 132 & 133. an account & settlement between John Milligan Complainant & Wm Milligan dec'd

Ans ~~[illegible]~~ I am. a part of the account book here presented is in my own hand writing and part in the hand writing of Wm Milligan dec'd the account on pages 132 & 133 is an account and

2nd

Settlement between John Millegan and Wm Millegan decd

By same

Is it an account Book kept by Wm Millegan decd the writing which ~~you did~~ is in your hand done for Wm Millegan decd I ask you or ask you not intimately acquainted with the books & accounts of Wm Millegan decd if so do you know of any other account book than the one before you of about the same or near the same date

Ans it is an account book kept by Wm Millegan decd the writing done by myself in this book was concerning a partnership transaction and was done for both of us I do not know of any other account book of Wm Millegan decd of about the same date of this.

By same

...o the account on page 1324 3 a private account between Wm & John Millegan alone

Ans It is

By same

Did you or not hear a conversation between John Millegan & Wm Millegan decd in the shop of the latter some time previous to his death & concerning the ~~subject~~ purchase of land which is the subject of this suit if so please state what you know about it

Ans I did. it was at the time that Lanson Curtis filed a bill in Chancery against John & Wm Millegan said bill drawn up by Wm Lawrence Esqr decd. and charged the said John & Wm Millegan holding back title of the land that John Millegan now lives on wrongfully in contravention of Wm Millegan said to John Millegan John; you have more

3rd

you have never paid the interest or rent on the land and John Milligan replied I know that and I do not claim to be the owner and Wm Milligan then said to John that if he did not do better than he had been doing he never would own it should have it. to which John said nothing. the above conversation was in Wm Milligan's shop in Louisburg Champaign County

Question by Mr Brown for Complainant Do you or do you not know that there is a second attachment of record made by William Milligan in his lifetime than the book now produced for examination & hand which you have testified

Ans There is one book of an older date than this and I do not know whether there is more than one or not. and I do not know whether there are any accounts on any other book than this between John & Wm Milligan or not

Question by same How long is it since the conversation between John & William Milligan you have testified to in your former answer taken filed

Ans I do not recollect how long but it was long time that Wm Milligan acknowledged service on a subpoena in Chancery Court of Pleas in Vermilion County and in the Case above referred to between Lawson Curtis and John & Wm Milligan.

J B Shaw

4th

At the same time and place came
~~[illegible]~~ Jonathan Clark of lawful age who being
first duly sworn by me administer certified
deposes as follows

Question by Counsel for defendants

Are you acquainted with the character
of Edward Reams (whose deposition has been
taken in this case by Complainants) in the
neighborhood where he lives for truth and veracity
if so is it good or bad.

Ans. I am acquainted with his character for
truth and veracity. he is not considered the
best of character

Question Would you believe him under oath
knowing the character

Ans. I would not

Question by Counsel for Complt. Do these depositions
show any inconsistency between your evidence
& Edwards Reams

Ans. no sir never

Question by same whereas Reams states in his deposition
between parties to a real conveyance or mortgage and
[illegible] to convey

Ans. I do not know that I should I think I should
not

Jonathan Clark

5th

Also at the same time and place came Royal Jennings of lawful age who being first duly sworn by me as hereinafter certifies

[illegible]

[illegible] the character of Edward Jennings [illegible] for truth & veracity in the neighborhood where he lives if so or is it good or bad.

Ans I am acquainted with his character for truth and veracity in the neighbourhood where he lives it is bad

By same

Upon your knowledge of his character for truth would you believe him upon his oath

Ans I do not think I would

Question by Capt. When other persons have entirely contradicted between the parties would you not believe him on his testimony

Ans I do not think I would unless there was other testimony to confirm it

Question by same Have there been any quarrels or misunderstandings between you and Edward Jennings

Ans No not at all

Royal Jennings

I C O Johnson a Justice of the peace in & for the Township of Wayne in the County of Champaign Ohio do hereby certify that the above named N. B. Spain Angus Clark and Royal Cennings were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the Enclosed notice In testimony whereof I have hereunto set my hand this March 11th in the year 1852

C O Johnson J.P.

Lemuel Hall
Wm Jordan
Robert Elliott
Samuel Milligan
Eliza Milligan
Mary Clark

John Milligan
vs
~~Deft~~
Elazar Milligan
Samuel Milligan et al

Union Common Pleas
Chancery

The Defendant will take Depositions at the residence of Robert Elliott in the Town of Louisburg in Rush Township Champaign County Ohio between 8 o'clock AM and 4 PM of Wednesday the 10th inst. to be used as evidence in this cause

Sept 8 1857.

John Heaton for Complt.

Due service of the above notice acknowledged Sept 8. 1857
Young for deft. -

Depositions taken before me in a suit in Chancery now pending in the court of Common Pleas of Miami county Ohio wherein John Milligan is Complainant and Samuel Milligan & others are Defendants in pursuance of the notice hereto attached as hereinafter certified

First came Angus Clark of Champaign County and of lawful age who being first duly sworn says he answers to

Question by John A Cowin for Complainants

State if you know any thing of any payment made by John Milligan to ~~William~~ Milligan in his life time, on the land in controversy in this suit, about the time said John took possession thereof? If so, state how said payment was made, what was the amount of it, and all you know about it.

Answer it was about the year 1833 and in the month of March and John Milligan stated he had bought his Brother Williams farm and John Milligan bought sugar of me and he wanted let William Milligan have it if he wanted to take it on the large and William & John came together with a sled & critter & hauled the sugar off where to I dont know I do not know whether William got the sugar or not I do not know whether John ever made any payment or not

John Milligan told me he wanted sue William and if he wanted to take the sugar I will take it and John & William came the next morning and took the sugar away the amount of sugar was fifty dollars

Question by same. State whether you said anything

& William at that time, about the price at which he had let John have the land? If so, what was his reply?

Answer William Milligan said he had sold the farm to John for seven hundred dollars & told him it was very low and he said he would as leave John would have a good bargain as any body else

Question by Young for Samuel Milligan witness:
You speak of John & William Milligan coming to your house & getting sugar — do you know which of them finally got the sugar?

Answer I do not know what became of the sugar

Angus C. Clark

Next came Samuel Milligan senior of Union County and of lawful age who being first duly sworn says in answer to

Question by Cowin for Complainants

Please state whatever you may know from the statements of the parties or otherwise about the purchase of the land in controversy by John Milligan of William Milligan dec'd? State also how long John has had possession of the same and what improvements he has made thereon. if any?

Answer

all I know about the purchase is that there was such a bargain made and John was to pay seven hundred dollars for the place and I am a brother to the parties and they both told me so it was about the year thirty two as near as I can recollect and he has been in possession ever since and he has cleared considerable on the place and put up some buildings cleared and Reduced to cultivation about twenty five acres and built a barn fifty by thirty put a frame the dwelling house is a frame a good one and he has had the orchard grafted and do not know whether he has set out any more trees or not

Question by same

State what you may know in regard to certain Town lots in Lewisburg Champaign County Ohio bought about the time John Milligan got possession of this land, and conveyed by Gray Gary to said William Milligan — who paid for said lots?

Answer that is more than I can state.
I did not see any body pay for the lots but my understanding was that John was to pay for them

Question by same

Did William Milligan in his life time, ever dispute or deny that John had paid for said lots?

Answer not that I ever heard of

By same

Who has those lots now?

By the same William died leaving those lots to his family

Question by same

State whether you were originally the owner of an undivided half of the 200 acre tract conveyed by Lyon Sterling to William & Samuel Milligan and whether you ever had any division made of the tract, if so, when, and who made the division? Was there any plat made of it, and if so, what has become of that plat?

Answer Sterling conveyed the two hundred acres to William and my self and I still own one half of it there was a division made of it about the time John Buchanan of Wilm there was a line run by Mr Phelps dividing the land and there was no plat made of it except notes showing the boundings of each tract and them I have at home. the division was made in Williams name and John & William was present and both seem to be satisfied

Question by Young for Samuel Milligan & others:

You have stated in answer to questions put to you by Mr. Cervin, that John Milligan made some improvements on the land referred to — please state what improvements were on the land at the time John Milligan went into possession of it? What was the nature & extent of it?

Answer

when John went there there was about twenty acres cleared and there was a pretty good hewed logs house on the land and orchard set out there was about fifty or fifty one set out and dont know how many of them lived

By same,

Has John Milligan set out any orchard since?

Answer I dont know he may of set out some cherry trees and I suppose some peach trees I think the peach trees has bin set out since John has lived there

By same,

Know has John Milligan taken care of the timber upon said place? If that farm were now standing with the same improvements & timber as when John Milligan took possession, would it now be worth as much as it is with its present improvements?

Answer

I cant tell how he has taken care of it there has bin a good deal of good timber taken off of the place I cant tell whether the place is worth more or not

By same,

Did not John Milligan at one time since his purchase admit that the land belonged to William Milligan & that he had no interest in it? if so, how long since?

Answer I did not hear John Milligan say any thing about it

Pertinently Comm for Compl'd

State whether John Milligan has wasted the timber on said land, or whether he has used or destroyed more than would be ordinary and reasonable in clearing what he has and in making what rails, fences, buildings and improvements he has.

Answer

I suppose he has let saw logs go off it I dont know but a good many I cant tell how many he has had some sawed in the lumber and sold lumber

By same

Do you know of his having bought logs or lumber and taken on to the place for his buildings?

Answer I dont know of him buying any

Samuel Milligan Senior

At the same time and place came Samuel Milligan Jr of Champaign County and of lawful age, who being first duly sworn says in answer to
Question by Complainants

Are you the son, and Administrator of William Milligan deceased? State whether a note of John Milligan to William Milligan for about $101.58/100 with a credit of $45,00 endorsed, came into your hands as such Administrator, and if so what has become of said note?

Answer I am the son and administrator of William Milligan deceased there was and of one hundred & one dollars and fifty eight cents with a credit of forty five dollars on it came in to my hands as administrator the note is in Mr J Young hands my attorney
Question by same

State who had said note at the time of the signing and filing of the Answer of yourself and your Mother Eliza Milligan in this case?

Answer the note was either in my hands or my attorney Mr Young
Question by same

Why was the note placed in the hands of your Attorney?

Answer I do not know any particular reason
Questions by same

Why was not a copy of that note or a description of it given in your answer?

Answer I think there was a copy given

Question by same

State whether John Milligan ever tendered to you as such Administrator the balance due on said note, and if so when?

Answer he never did he tendered me apart to the amount of sixty three dollars fifty cts in gold & silver the time he tendered it was about two months ago

Question by same

State whether said note was set off by the appraisers of your fathers Estate, to the widow?

Answer I think not

Question by same

State whether since your fathers death you have got corn, wheat and other articles of John Milligan? If so, to what amount?

Answer I have got corn & wheat of John Milligan to the amount of about seventeen dollars which has since been settled

Question by same

When you handed the note of John Milligan to your Attorney, how long was it understood he was to keep it?

Answer there was no particular understanding about it

Question by same

Have you had any settlement with John Milligan about the corn & wheat also spoken of? If so when, and in whose presence?

Answer I had a settlement with him of the

matter of common other thing and it was applied on the partnership book of Rossper & my father & the consent of John Milligan in the presence of Rossper

Question by Young for defendants —

You are asked by Complainant's Counsel about a note of $101.58 — please state ~~for what and under what~~ whether said note was given on settlement of the balance due your father William Milligan on settlement of your father's book account against John Milligan?

Answer

The note was given for the ballance on Book account of my fathers

The Complainants accepts to the foregoing Question and the Answer thereto, because it is not in cross-examination — because the question is leading — and because the evidence sought is secondary and incompetent

John A Cowan Sol

By Same,

Please state whether you have examined your father's book account to which you refer? if so, please state of what items it is principally composed? And whether it is in your father's hand writing, and whether there is a memorandum at the bottom of the page of the settlement, and whether the date & amount correspond with the date & amount of said note?

Answer I have Examine my fathers Book account to which I refer the principle items is for leather got of John Milligan and orders by others there is a memorandum at the bottom of the page of a settlement

the date and amount of the Note
Corresponed with the settlement the account or
memorandum of settlement is in my further hand writing
The Compl excepts to the last question and answer
for the same causes as in the exception last above
John A Gordon for

By same,
~~At the time~~ Was it since the Commence-
ment of this suit that John Milligan offered to
pay you part of the amount due on the note
to which you have referred in answer to Mr Carvin's
Answer
I dont recollect
Question by Counsel for Compl
State whether John Milligan did not tender
you $65.00 = and whether your statement
that it was $63.50 was not because you esti-
mated the five franc pieces at 93 cents each?
Answer I counted the five franc pieces at
cents three & three quarters each one there
was one dollar appeared that [illegible]
was not good money it was counterfeit
Question by same
Did you submit that Dollar to any test, ex-
cept your own opinion from its appearance?
If that dollar was good, and the five franc
pieces had been estimated at 95 cents
each, was there $65.00 tendered?
Answ I did not as I do not rember
how many five francs pieces I counted
now tell the amount but he claimed
there was sixty five dollars
Samuel Milligan

I R B Spair a Justice of the peace in and for the township of Lake in the County of Champaign and State of Ohio do hereby certify that the above named Angis Clark Samuel Milligan Sr. and Samuel Milligan Jr were by me first duly sworn to testify the truth and nothing but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the inclosed notice in testimony whereof I have hereunto set my hand this tenth day of September A D 1851

R B Spair J P

Cost of Justice for

subpen	32
Deposition	2.33
constables cost	105
Witness sworn	150
2 in attendance not examined	1.00
	$6.20

R B Spair J P

I, Nelson Rhodes a Justice of the Peace in and for Urbana Township Champaign County Ohio do hereby certify that Rufell B Spain and Angus Clark were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deportions by them respectively subscribed were reduced to writing by me, and were taken at the time and place specified in the enclosed notice; and that the answer to the third question in the foregoing deposition of Angus Clark was permitted to remain as it now is by consent of both parties.

In testimony whereof I have hereunto set my hand this 24th day of July A D 1857

Nelson Rhodes J. P.

Nelson Com Plas

John Milligan

vs

Olezi Milligan et al

Defendants

Rufell B Spain &

Angus Clark

John Milligan }
vs
Eliza Milligan &
heirs of William Milligan }

Suit pending in court of Chancery
of Union County Ohio
Deposition will be taken in the
case by the defendants at the clerks
office before Esquire Rhodes in Urbana
Champaign County and State of Ohio on
the 24th day of July 1851 between the

O C & M & 3 O C P & M July 19th 1851

John H Young Attorney

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of Union County Ohio, wherein John Milligan is Complainant, and Samuel Milligan and others are Defendants in pursuance of the notice hereto attached –

Russell B. Spain of Champaign County of lawful age, being by me first duly sworn as hereinafter certified deposes as follows, —

Question by John H. Young, Counsel for Defts. Eliza Milligan, Samuel Milligan & others.

1 Please state whether you are acquainted with the parties to this suit? if so, please state also whether you are acquainted with the ~~parties to this suit~~ land in controversy in the above named suit?

Answer –

I am acquainted with the parties to this suit, and am also acquainted with the land in controversy.

2 By same, Please state whether at any time previous to the death of William Milligan, you heard any ~~conversation~~ Conversation between him and John Milligan as to whether said John Milligan had made payment for the land in Controversy in this case? If so, when was it, where was it and what was said?

Answer –

I heard a conversation between William Milligan and John Milligan, in what year I cannot say, it was in the year that Alanson Curtis filed a Bill in Chancery in the Court of Common Pleas of Union County against John Milligan & William Milligan, and the day after, Robinson the Sheriff of that county came over to William Milligans in Champaign County, with a Subpoena

in Chancery, and William Mcelligan acknowledged service of the subpoena, which was endorsed on the back of it, John Mcelligan the complainant came to his tan yard or shop, I cannot say who commenced the conversation, but it was about in these words William Mcelligan said to John that he had never paid for the place as he agreed to, and that he had never received the interest or rent of the place and John said he knew that, and that he did not consider ~~claim~~ that he was the owner of it, — William Mcelligan said that if he did not conduct himself ~~rights~~ better, he never would make a title or deed for it

3 By same,

Do you last recollect when you say that William Mcelligan said "he had never received the interest or rent of the place" — please state whether he said that John Mcelligan had never paid him on the place as much as the interest or rent would amount to, or words to that effect: and if so, whether said John Mcelligan admitted the same?

Answer —

I would not be positive, but I think he said he had not received as much as the interest or rent would amount to — John Mcelligan has admitted the same to me since that time

By same,

4 Please state whether the price agreed to would be as valuable or more valuable, if it had remained till now in the condition it was when John Mcelligan took possession of it, than it is with the present improvements upon it?

Answer —

I would not be a competent judge, as I do not recollect much about it at that time, but taking the

time when I first noticed it, it is more more valuable now than it was then

5 By same,

What is the present Condition of the farm and of the timber upon it?

Answer –

There is a good sized Barn on it not quite finished a House part log and part frame, what would be called a common building – the land is in a fair state of cultivation, – I know nothing about the timber on it

Cross Q by Complt.

About how many years have passed since the Tan yard conversation of which you speak, in your second answer?

It was between the year 1844 and 1848

By same. What persons were present – besides yourself & the Milligans

Answer – No person that I recollect of

By same. Did their conversation cover other dealings than that about the land,

Answer –

I heard none that I recollect of

Mr same How long were they talking

Answer –

I do not remember – it was not long William Mulligan was a man of but few words

Mr Dunn, Were you present during the whole conversation?

Answer – I suppose I was, John left before I went out, I was there at work

Mr same. Have you stated all that passed between them?

Answer — I have as near as I can recollect, word for word

For Same. Did you ever before or since hear a conversation between John & William Milligan about the deed for this land,

Answer. No Sir —

For Same. Did you hear Wm at or about a time when John was very sick speak of what he would do with reference to making a deed, if John should die,

Answer — No sir,

For Same. Were you at John's house with Wm at such a time,

Answer — Not that I have any recollection, if he may have been there

For Same. At the time of the conversation of which you speak, was there any other dealing between John & William, than the one about the land,

Answer — Yes Sir — there was ~~an account~~ a considerable account between them

For Same. How long has John Milligan been in possession of the land.

Answer — I do not remember — It has been a good many years ago, I have understood it was about the year 1832 at least many years ago.

For Same. Who built the barn & the frame part of the house,

Answer — John Milligan

Mr Lane
How much of the land has John Cleared up,
Answer – I do not know –
Mr Lane Who has paid the taxes since he lived there,
Answer – I do not know
Mr Lane. Was Wm Milligan a correct, strict, business man, attending to his own matters promptly, or was he not loose & negligent?
Answer – He was very careful & prompt in his business
Mr Lane. Have the improvements made by John Milligan been judicious, farmer like improvements or otherwise?
Answer – I would suppose it was done farmer like I do not know how the land ~~was~~ lays
Mr Lane.
About how much wood the frame part of the house & the barn cost when they were built,
Answer – The Barn would cost about $200,00 if it was finished and the house about $100,00
Mr Lane, What was land worth that since north in 1832. in that neighborhood,
Answer – I do not know –
By Young for defendants –
Do you know how much of the land was improved that the improvements were at the time John Milligan went into possession?
Answer – I do not know –

By same.

~~Qu. Did you to a question of Mr. Corwin you by that at the time of the Contention between~~

Ans. Comes and excepts to the third & fourth questions asked in Chief by Deft for that they are leading & otherwise bad.

Rssel B. Spain

Also at the same time and place came Angus Clark of Champaign County of lawful age being first duly sworn as hereinafter certified by sm depones as follows –

1 Question by John N. Strong, Sol. for Lfs.

Please state whether you are acquainted with the parties to this cont and the land in Controversy? if so, how long have you known them & how near do you live to the land?

Answer –

I have known the parties from children, and know the land, and have lived about three quarters of a mile from it ever since the year 1826

By same.

2 Please state whether at any possession to William Milligan's death you heard John Milligan say any thing in reference to whether he had or had not made payment for the farm in Controversy? if so, please state when it was & where it was & what was said?

Answer –

I believe I heard John Milligan say that he had the land about paid for, or part paid for and he was going to get a deed for it

3 By same,

Plf. State whether at the time that Lawson Curtis brought suit against Wm & William Milligan, in Union County, or afterwards, you heard John Milligan say any thing as to his ownership of the land in controversy? If so, what was it?

Answer –

There was a man by the name of Campbell I think came along and wanted to sell me a Note against John Milligan, I told him I did not want to purchase the note, that John and I were old acquaintances and I did not know whether he had paid for his land or not he asked me the reason why I would not buy the note and said that his brother William told him the night before that he had paid for the land all to about twenty dollars – I told him then to hold on to the note until to-morrow, & probably I would buy it – he wanted to trade for a horse I had & in the mean time to have a fair understanding about it I went to see William Milligan to know if that statement was correct or not I asked William & told him, that I had understood that John had paid for the land, he then asked me who the man was, I told him it was a man by the name of Campbell, he said yes, that he was there all the night before, he asked me the question & I answered him in this way I supposed if he had paid all the money that he has paid agreeable to our contract, which was to be paid in three years that would not be owing over twenty or twenty five dollars but the way he had paid it, it had not paid the rent of the place, and besides that he owed on book account about $100.00

About the time of the suit John Milligan told me ~~that~~ more than once that ~~they~~ Curtis might crack his whip, for the title was in William Milligan, that there was no written contract between them, and that he had no ~~claim~~ title

to the land, and had no interest in it

By same,

Please state whether the farm, considering all things, is as valuable now as it was when John Milligan went into possession, leaving out of the question the general rise in the value of lands in that neighborhood? State also what the condition of the timber &c. is?

Answer — I suppose it was, it might not be to some, it would be to me — the place is void of good timber, it never was the best of timbered land

For cross pet.

In the conversation you had with John Milligan about the time of the Curtis suit, did he say to you what payments he had made upon the land,

Answer — He did not

For Same Did he say he had no interest in the land, or that he had no writings for it, and the title was in his brother, &c.

Answer —

He said the title was in William, that there was no written contract between them,

For Same.

What was this land worth ~~in that~~ per acre in 1832. What is it worth now?

Answer — If it had been my land I would not take to have taken less than ten dollars an acre for it at that time, I understood from William ~~& John both~~ that he had sold it to John for seven dollars an acre, — I suppose the land ~~is worth now~~ could not now be bought for less than twenty

dollars an acre, I may value the land too high as I have land in the same neighborhood, but I think I value it fairly

Mr Dame. ~~What are it~~ Who has paid the taxes since Wm. went into possession?

Answer — I have always understood that John Mulligan paid the taxes

Mr Dame. Did he go into possession as soon as he bought of Wm?

Answer — If he did not right away, he did soon afterwards

Mr Dame Does he own a piece of land adjoining this in dispute?

Answer — He has a separate piece adjoining this

Question by Wm for defendants:

(What was the improvements upon the land at the time that John Milliken went into possession of it:

Answer — I do not recollect myself much about it I have heard the boys say that they thought there was about twenty acres cleared on it, I think myself there was about that much cleared on it — there was a log building on it when John bought it, and also an orchard, which are still on it

Mr Cumpet Did not John Mulligan reset, and has he not enlarged the orchard,

Answer — I do not know, I heard something about grafting the orchard.

Angus Clark

N. Rhodes J.P. fees $2.25
Rufell B Spain Int. 30
Angus Clark " 30
3.25 Paid by Saml Mulligan

And defendants having now answered fully as they can, deny the matters not herein admitted, and pray to be hence dismissed with their costs.

Samuel Milligan
Eliza Milligan

Young & Cockrum,
Solr. for Defts.

Illinois Cour. Plea

Peter Milligan
v
Samuel Milligan et al

Answer of Samuel Milligan & Eliza Milligan

Filed July 19. 1851
Jas Kirkpatrick Clerk

Young & Cockrum Attys.

Copied

The answer of Samuel Milligan and Elijah Milligan to the Bill filed against them & others in the Common Pleas of Union County, in Chancery, by John Milligan.

And the said Samuel Milligan and Elijah Milligan for answer to said Bill, say, that they believe it was some time in the year 1832 that the Complainant attempted to make ~~a verbal~~ a Contract with William Milligan, dec^d for the purchase of the land in the Bill mentioned, the price was to have been $700.00, of which $300.00 was to have been paid in one year, $200.00 in two years and $200.00 in three years: the ~~Com~~ statement in the Bill of a Con= =tract different from this is not true. But the truth is that no Contract was ever finally Consummated: no written Contract was ever executed by said William Milligan dec^d, nor was the verbal Contract Completed; the terms of a Contract were talked of & it was designed to close a Contract & a writing, but the said William Milligan soon became satisfied from the dissolute Conduct of said John Milligan that he would never pay him for the land, ~~concluded~~ determined not to Conclude the Contract or make any writings with him about it and so did not. The matter was permitted to rest so, unsettled and unconcluded. The Com= =plainant went into possession of the land, at that time about twenty three acres of the land was cleared & under Cultivation: the Complainant has made some improvements on the land, he has built a barn & some other buildings of small account: Complainant did not set ~~off~~ out any ~~tract~~ orchard.

But it is utterly false that said improvements were made under any assurance given by William Milligan that he would make him the said John a good & sufficient deed for said land: the truth is that Complainant occasionally let the said William Milligan have corn, oats & other things off the farm and the said William Milligan on the other hand let Complainant have leather & other things and thus they have kept up an account & dealings with each other in the course of which money was sometimes paid, ever since the year 1832: the Complainant has never, ever & before the accounts of William Milligan against him, paid the rents: the truth is, that considering the use he has had of the farm and the profit he has had of the farm, all the rents he has paid & the improvements he has made put together, would not more than compensate the said William Milligan for the use of the said farm by Complainant: the Complainant has destroyed & sold all the valuable timber on the said land: the farm, now with the improvements which the said John Milligan has made, is not as valuable as it could be, if now remaining as it was in 1832. The defendants deny that Complainant has in fact made any payment on the purchase money of said land.

It is not true that a settlement was made on or about the month of March 1849 — on the 15th February 1848 Complainant & said William Milligan had their last settlement, a copy of the account as entered upon the books of said William Milligan showing the items of said account & the settlement, is filed with and made

part of this answer marked as Exhibit A.
On this settlement a note was given for $101.58, that note is not now in possession of defts., but they deny that it was given as balance of purchase money on said land, it was given for the balance upon said account: defts. believe it is true that there was a credit upon said note of Forty five dollars in June 1848.

It is true that said William Milligan is dead and that this deft. Samuel Milligan is his Administrator and that this defendant Eliza Milligan is his widow.

These defts. cannot admit that any plat was ever made so as to enable said William Milligan to convey said land to Complt. — the statement is not true.

It is not true that the note referred to or any note was set off to the widow by the appraisers as part of her year's maintenance, nor is it true that Complt. has made any payments to her on said note, nor is it true that defts. have represented that said Complt. should have a deed for said lands and that they would execute a deed as soon as they could get authority from Court; nor is it true that Complt. made a legal tender of the balance due upon said note.

This deft. Eliza Milligan claims that she is entitled to full dower in all said land: and said Samuel Milligan for himself & on behalf of said heirs of William Milligan claims that said land descended to them from their father & belongs to them.

A.

Filed July 19. 1851
J Kirkham p clerk

Copied

June 13 1837		John Mulligan	Dr	$	cent
June 13	65	to All of settlement		$136	08
Oct 17	73	to leather		3	19
November 17	79	to leather		3	93
1838 January 11	84	to Sheepskin			75
January 29	86	to harness		1	00
December 12	111	to upper		2	75
1839 January 24	114	to harness		2	70
June 14	123	to oil			37½
Sept 16	132	to upper		3	50
October 30	136	to leather p. bookey			87½
" 15	140	to upper		2	50
" 16	143	to insoles			25
1840 Jan 9	145	to L Jones		2	00
March 11	147	to Soles for pair			50
June 8	151	to Calfskin		2	75
August 10	154	to Sole p. D Hazeep		1	33
October 10	158	to 1 leather on Mouses order		5	66
" 14	158	to leather		6	64
1841 May 11	172	to Sole		1	82
July 13	179	to upper & Calfskin		2	00
Sept 17	183	to oil			37½
Novem 18	190	to leather		8	68¾
1842 May 30	9	to one patron			40
1843 Oct 24	44	to leather		4	19
Dec 23	51	to Deerskin			75
1844 Dec 2	69	to tanning calfskin		1	43
1848		to Att of interest		87	09
February 15		Due on settlement By		283	54
				181	96
		Note to to settle Bal		101	58

				$	cents
1837			Contract		
August 15	67	By	oats	2	25
December 24	83	By	corn	28	25
1838 Jan 11	84	By	corn & pork	17	57
Feb 27	89	By	one hide	4	50
August 29	101	By	wheat	3	00
1838 17	104	By	corn	35	00
1839 oct 30	136	By	corn	37	50
Dec 10	143	By	one hog	6	79
1840 June 9	151	By	one calfskin	1	30
November 8	163	By	corn	25	00
1841 June 3	174	By	wheat	5	00
1842 May 30	9	By	rye		18
August 5	14	By	wheat	1	25
Sept 18	18	By	salt	1	50
1843 oct 16	42	By	one hide	1	75
Nov 17	44	By	corn	4	20
Dec 23	51	By	one hide	4	10
1844 Sept 3	63	By	wheat	1	00
1845 Nov 20	76	By	half of calfskin	1	00
1845 Feb 15				181	96

To the clerk of court
of common pleas of
Union count
Ohio

Filed Sept 30. 1857
Geo H Mackshell
Clerk

Opened as regular
by Pltffs atty
Geo H Mackshell Clk

Copy
of the writ
to
Thomas Williams

Williams
vs
Williams

In Witness Whereof, the said George Gregory together with Mary A. Gregory his wife ~~who hereby release~~ ~~right of~~ ~~expectancy of dower in the said premises~~, have hereunto set their hands and seals on this Tenth day of March in the year of our Lord, one thousand eight hundred and fifty one

Signed, sealed, acknowledged, and delivered in presence of us:

(SS)

(SS)

State of Ohio, }
Champaign County, } **SS:**

Be it Remembered, that on this Tenth day of March in the year of our Lord, one thousand eight hundred and fifty one before me the subscriber R B Spain a Justice of the Peace in and for said County, personally came George Gregory and Mary A. Gregory his wife the grantor in the above Conveyance, and acknowledged the same to be their voluntary act and deed, for the uses and purposes herein mentioned. **And** the said Mary A. his wife ~~of the said~~ being examined by me, separate and apart from her said husband, and the contents of said Deed being by me made known and explained to her, as the Statute directs, declare that she did voluntarily sign, seal, and acknowledge the same, and that she still satisfied therewith, as her own act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my Seal on the day and year last aforesaid.

R B Spain J P (S)

Chancery Case File

Case No. 1851-CH-0014

No. 51-CH-14

UNION COMMON PLEAS COURT.

E. M. Fairbanks et al
Plaintiff

against

William W. Smith's Heirs
Defendant.

NON TERM. 185 8

DECREE FOR PLAINTF

Journal 5 Page 270

Record No. 6 Page 782

Ex. Doc. A Page 469

SHORT & FORMAN, Printers, Cleveland, O.

Ch No ~~30~~ ~~26~~
No 19

Loveston Fairbanks
vs
the Heirs of Mr D Smith

Cert Bill
made Recon

Recorded

1/2
1/5
1/6

Filed
1837

Amira Smith
Lancaster Fairbanks et. al

vs

The heirs of Wm. D. Smith, D.

Petition to complete
Real Contract

~~Filed June 5. 1857~~
~~Wm. Stoddard Jr. Clerk~~
Amended petition filed
Oct. 2, 1857.

No 1

P. B. Cole Sol
for Petitioner.

State of Ohio
Miami County ss

To the Honorable the Court of Common Pleas within & for the County of Union and State of Ohio.

Your Petitioners Almira Smith Widow of William D. Smith Jun'r. and Lauriston Fairbanks and Adelade Fairbanks his wife (late Adelade Smith) respectfully represent that the said Almira is the Widow and the said Lauriston & Adelade Fairbanks are ~~two~~ of the heirs and legal representatives of said William D. Smith Deceased, Your Petitioners further represent that the said William D. Smith in his life time to wit on the 7th day of December, 1846. entered into a little bond or written agreement (which is hereunto filed marked (A) & made part hereof) for the sale and conveyance to Amos Culver & Elisha Callender by deed in fee simple of the following described premises so soon as the purchase money hereinafter shall be paid situate in the County of Union & State of Ohio, being part of Survey No 4946 beginning at a stone & two burr Oak stumps North West corner of the survey thence with the North line S. 84 East 56 poles to the Center of the Creek thence down the Creek S. 17 W. 33 to a stake thence N. 84 W. 33½ poles to a stake thence S. 6 W 12 poles & 7 links to a stake thence 84 W. one pole to a stone N. E. Corner to lot No 13 in the town of Homer thence with East line of said town N. 6 E. 27 poles & 13 links to a stake N. E. Corner to lot No 18, thence with the N. line of said town to a stake in the West line of the survey with said line N. 6 E. 16 poles to the beginning containing eight acres and fifty three poles. Also two lots or parcels of land in the town of Homer in said County to wit, known and designated as lots No twelve (12) and thirteen (13) on the plat of said town. Your petitioners further represent that the said W D Smith

sold said land and lots for the consideration of Eight hundred dollars, to be paid as follows the sum of two hundred Dollars on the first day of May 1847 and the first day of May 1848 the sum of one hundred dollars, on the first day of May 1849 one hundred & fifty dollars on the first day of May 1850 one hundred & fifty dollars and on the first day of May 1851 two hundred dollars your petitioners further represent that the said purchaser took possession of said real estate and paid to the said deceased all the purchase money in his life time except the last two payment amounting to three hundred & fifty dollars ($350.) that notes were given for the same and the said two last payments amounting as aforesaid to Three hundred & fifty dollars have been paid to the heirs & legal representatives of the said Smith deceased, who were of age, & to the guardians of those not of age. They further represent that the said Smith departed this life in the fall of the year 1849 without having made conveyance of said land and real estate. They further represent that the said Smith left your petitioner the said Alice his widow, and your petitioners Lancaster and Adelade of his heirs, and William H Norton and Elizabeth Ruth Norton (late Smith) all of age of majority, and Charles Smith aged sixteen years, Henry Smith aged seventeen years, Cecilia Smith aged fourteen years and Reynolds Smith aged two years his minor children & heirs. - your petitioners further represent that they are desirous of having said contract completed and the

aforesaid real estate conveyed to the said
Kulner & Calender according to the terms
of said contract, it having been fully com-
pleted on the part of said Kulner & Calender
They therefore pray that the aforesaid heirs of Wills
& Smith deceased may be made defendants to
this petition and that, some suitable person
may be appointed by this honorable
Court to complete said contract on the
part of said heirs by conveying by deed
in fee simple all their right title and
interest to said real Estate to the said
Kulner & Calender according to the form
of the statute & in pursuance of said agreement
or title bond

and as in duty bound they will
ever pray &c

P. B. Cole Sol,
for Petitioners

Issue a subpoena Charles Smith Henry Smith
Cecilia Smith and Reynolds Smith,
William W Norton & Elizabeth Norton,

P. B. Cole Sol,
for Petitioners

Almira Smith Jordan
Elizabeth Norton
William W Norton
Adelade Fairbanks
Sarastow Fairbanks
Charles Smith 19
Henry " 17
Cecilia " 13
Reynolds " 10

Filed June 5, 1857
Jas Kirkwood Jr clerk

No 2

"Know all men by these presents that I William D Smith of the County of Union and State of Ohio of the 1st part for and in consideration of the sum hereinafter mentioned have this day sold and by these presents do bind myself to convey by general warranty to Amos Colver and Elish Calender of the County and State aforesaid the following premises situate in said County of Union, being part of survey No 4946 Beginning at a stone and two Beech stumps North west corner of the survey. thence with the North line S 84 E 50 poles to the centre of the creek thence down the creek S 17 W 33 to a stake thence N 84 W 33½ poles to a stake thence S 6 W 12 poles and 7 links to a stake thence N 84 W one pole to a stone N 6 corner to lot No. 131 in the Town of Homer thence with the E line of said Town N. 6. E 27 poles and 13 links to a stake N 6 corner to lot No. 18 thence with the N line of said (Town and lot No 18) N 84 W 9 poles and 9 links to a stake in the W line of the survey thence with said line N 6 E 16 poles to the beginning containing Eight acres and fifty three poles also two lots or parcels of land in the Town of Homer and County and State aforesaid known and designated as lots No. Twelve (12) and (13) on the recorded plat of said Town —

Now the said Amos Colver and Elisha Calender party of the second part bind themselves to pay unto William D. Smith for the premises

aforesaid the following sums of money for which they have this day executed their promissory notes bearing even date herewith — That is to say on the 1st day of May 1847 the sum of two hundred dollars on the payment of which the said Smith is to give possession of said premises, on the 1st day of ~~March~~ May 1848 the sum of one hundred Dollars on the 1st day of May 1849 the sum of one hundred and fifty dollars on 1st day of May 1850 the sum of one hundred and fifty dollars and on the 1st day of May 1851 the sum of two hundred dollars amounting in all to the sum of Eight hundred Dollars all of said notes to bear interest from the 1st day of May 1847 Now the said Smith binds himself to convey to the said party of the second part by General Warranty the foregoing premises so soon as the said Clothier and Calendar shall pay the said several sums of money aforesaid

Signed sealed and delivered this 7th day of December A.D. 1846

Wm Q Smith (Seal)
Amos Colver (Seal)
Elisha Calendar (Seal)

Union Cons Pleas

Lamuston Fairbanks & others
vs
The heirs of Mr Abner Smith deceased

Ent in chy

Filed June 9. 1857
Lapp Clerk for Clerk

No 3

Pd Bleds and for Pltffs

Received this writ June 5th 1857
Served by delivering to each of the within persons a certified copy of this writ June 7th 1857

Fees Milage	45
Serris	135
6 copys	120
	$3.00

William C. Mulis Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Charles Smith Henry Smith Celelia Smith Reynalds Smith William W Norton and Elizabeth Norton his wife

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, on the first day of the next Term thereof, to answer a petition to complete real contract made by their ancester William D Smith in his life on the 7th day day of December 1846 to convey ~~in chancery, exhibited against~~ by to Cornus Culver and Elisha Lakander Eight acres of land near the town of Homer in the County of Union, and lots No 12 & 13. in said town of Homer, which petition exhibited against them by Almira Smith widow and Samuel Fairbanks & Eddlade ~~Bowles~~ Fairbanks of the heirs & legal representatives of said William D Smith deceased

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the fifth day of June A. D. 1851

James Kinkade Jr

Clerk of Common Pleas.

Filed March 21 1853
James Lum Clerk

No 4

I Lawrenston M Fairbanks make
oath ~~that~~ that I was previous
to the coming of age of majority of
Charles Smith his guardian and
that I am still guardian to Henry
Smith Smith still an infant both
children & heirs of William D Smith
Affiant further states that he as such
guardian settled for the purchase money
in the case of sale of said W D Smith
of real estate described in the bill
in Case of Lawrenston Fairbanks
and Almira Smith vs W W Norton et. al.
to complete real contract in the court
of Common Pleas of Summit County
Ohio Affiant further states that
said Charles since he came of age
of majority has confirmed said arrangement
and is willing that conveyance be
made to the purchasers Cleaver & Calender
and affiant as such gardian
of Henry Smith is to satisfy forth the
as aforesaid, and is willing that con-
veyance be made to said purchasers
Affiant further states that
Almira Smith is guardian for
Cecelia Smith and Reynolds Smith
two of the defendants and heirs of said
Smith, and as such guardian
consented to the settlement with
said purchasers and has received
the share of the purchase money going
to said Wards, and is willing that conveyance
shall be made to said purchasers

Lawrenston M Fairbanks

Sworn to & subscribed in Open Court
March 21 1855

L Linn Clerk

Filed Nov 21 1853
James Lunsden

No 5

Lorenzo M Fairbanks et al
vs
Charles Smith et al } petition

The said Charles Smith as administrator of the estate of William D Smith now comes and for answer unto said petition of said Lorenzo M Fairbanks and Almira Smith says that he is the administrator duly appointed and qualified of said deceased Wm D Smith and that it is true that said Amos Culver and Elijah Calendar have paid the entire purchase money to my entire satisfaction for the land described in said petition according to the terms of said title bond. and the said administrator is willing and desirous that a deed should be executed to said Culver and Calender as prayed for in said petition

C. W. Smith Admr
of the Estate of Wm. D. Smith

No. 51-CH-15

Union Common Pleas Court.

Henry K Baldwin adm
Plaintiff,

AGAINST

Sarah Ann Baldwin
Defendant.

JUN TERM, 1851

DECREE FOR PLAINTF

Journal 5 Page 42

Record No. 6 Page 100

Ex. Doc. Page

Chy No. 54 Wm. P. D

Henry Baldwin admr

vs

Sarah Ann Baldwin

Order to convey.

Sum 37-50
Interest $3.00

~~7.00~~

~~5.00~~
~~1.00~~

4.00
1.33
1.00
$2.35

Cost Bill made
Record

Recorded

Henry Baldwin
Administrator
of Baldwin deceased

vs

Baldwin et al

petition to complete
Contract

Filed June 13. 1851
James Kirkpatrick Clerk

Cost Bill made
Record
Recorded
J. G. Dempsey atty
for petitioner

Benjamin Bonhardy Robert & Catherine
Bonhardy Chas. G. Pleasants Chancery for Lackland & Baldwin &
Charles Baldwin, &c
Orig. 18th 1851
J. G. Dempsey atty for
petitioner

To the Honorable Judges of Union County Court of Common Pleas in Chancery Setting

Henry Baldwin Administrator of the Estate of Thomas J Baldwin deceased late of the county aforesaid comes and shows to the Court by way of petition that he finds that the said Thomas J Baldwin in his life time entered into a written contract with Hiram Andrews of the county of Union for the sale and conveyance of a certain parcel or tract of lands; the condition or substance of the said agreement is as follows that the said Thomas J Baldwin is to make or cause to be made to Hiram Andrews a good and sufficient warrant deed for the following described property to wit The South half of Lot No 32 in the Town of Essex and bounded as follows two and a half rods on essex Street eight rods on Elm alley two and a half rods on dog or alley and eight rods on the north half of said Lot No. 32 containing one eighth of an acre the deed to be made on or before the first day of April next Also a warrant deed for Lot No. 33 in said Town of Essex bounded five rods on essex Street eight Rods on Lot No 35 five rods on Center Alley thence eight rods to the place of beginning containing One fourth of a acre

And your Petitioner further states or shows to your honours that the said Hiram Andrews agreed to pay one hundred and fifty Dollars for the said described land upon the conditions following - One hundred and ~~fifty~~ twelve Dollars and fifty cents in hand and thirty seven Dollars and fifty cents to be paid when the above mentioned deeds are made which said deeds are to be made on or before the first day of April next after the signing of said agreement made March 19 - 1850 And your petitioner further shows that the said Hiram Andrews has paid the one hundred and twelve Dollars and fifty cents and that he is ready to pay the balance of thirty seven Dollars and fifty cents your Petitioner further ~~shows~~ represents that the said Hiram Andrews did at the time ~~of~~ said contract was made ~~did~~ take possession of the above described ~~did~~ lots of land and that the legal title was in the said Thomas J. Baldwin at the time of his death your petitioner represents that Thomas J Baldwin departed this life in the year 1850 without having completed said contract by conveying said lands and that your Petitioner has afterwards appointed and qualified as Administrator of said Thomas J. Baldwin deceased.

And in as much as the said Heman Andrews has fully completed his part of said Agreement. Your Petitioner is therefore desirous of having said contract completed by conveying to the said Heman Andrews said lands. Your Petitioner further represents that the deceased left Sarahann Baldwin his widow. Moriah Baldwin, his legal representatives who all reside in Union County. Your Petitioner prays that the said Widow and heirs may be made party defendants to this petition and on the final hearing of this case. Your petitioner may be authorised and empowered to complete said contract by conveying the said land and the interest of said defendants in the same to the said Heman Andrews and as in duty bound he will ever pray. Henry Baldwin Administrator of the Estate of Thomas J Baldwin deceased

by J C Dougherty his atty

Union Circuit Court

Henry Baldwin admr
of Thomas J. Baldwin
decd.
vs
Sarah Ann Baldwin et al

Sub in chy

Filed June 20. 1857
Wm H. Hutchcraft clerk

Received

Washington Co Ky for Plr

Served this writ by delivering to Sarah Ann Baldwin and
Mariah Baldwin each a certified copy of this writ
June 20th 1857

Fees Milage 1,10
Serv 35
Copys 30
1,75

William C. Mullen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Sarahann Baldwin, and Mariah Baldwin

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, on the first day of the next Term thereof, to answer a a bill filed against you. The object of the ~~in chancery, exhibited~~ against bill is for the completion of ~~a~~ a contract. made by Thomas J Baldwin, to Hiram Andrews. for the sale of 3 Lots, in the Town of Essex

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the 13th day of June A. D. 1857

James Kinkade Jr

Clerk of Common Pleas.

No. 51-CH-16

Union Common Pleas Court.

Abram Spain adm
Plaintiff,

AGAINST

John Spain's heirs,
Defendant.

JUN TERM. 1851.

DECREE FOR PLAINTF

Journal 5 Page 31

Record No. 6 Page 76

Ex. Doc. 18 Page 70

In the Com Pleas

Abraham Spain
Adm. &c.
vs }

Heirs of John Spain
deceased & others }

Pet to Convey

Filed June 30. 1857
J. A. Kirkadoff clerk

Cost Bill made
Record

Recorded

Amin's

To the Hon the Court of Common Pleas within & for the County of Union & State of Ohio.

Your petitioner Abram Spain ~~deceased~~ respectfully represents that he is the administrator of John Spain late of Champaign County Ohio deceased, that David McCullock & Martha McCollock his wife (late Crowder) Hezekiah Spain, Lucy Jane Spain (late Lucy Jane Crowder) Lemuel Crowder, Abraham Spain your petitioner & Martha Spain (his wife) are the heirs & legal representatives of said John Spain deceased. That said John Spain in his life time, sold by title bond to John Edwards the following real Estate situate in said County of Union to wit: "Part of Virginia Military Survey Number 12282, entered in the name of Richard Dorsey on the waters of Darbys Creek original Quantity 750 acres beginning at a Beech & Iron wood in the original line of said survey & corner to Mark Crowder's lot in the same survey thence with said original line North 36° West one hundred & Eight poles to a hickory elm and ash thence North 53° East one hundred & fifty three and a half poles to a hickory elm and ash corner to Wm Cratty's lot in the same survey thence with Cratty's line South 36 ~~25~~ 25° East one hundred and eight poles to a beech ash and Buckeye another corner to said Mark Crowder's lot. thence with his line South

5 3d West one hundred & fifty four & a half poles to the begining containing 100 acres Except Six acres two roods & thirty poles out of the North East corner of said tract sold by said John Spain to Seth Norvell.

That said John Spain sold said lands for the sum of five hundred dollars and did without legally completed said contract in his part. That said Edwards assigned said contract of sale to Samuel Ballinger. that he transfered the same to Waller Marshall. that full payment has been made to your petitioner therefor and that said Marshall is entitled to a conveyance thereof as appears by a copy of said contract herewith filed & made part hereof.

Your petitioner prays that said legal representatives of said John Spain as well as the said Samuel Ballinger John Edwards & Waller Marshall be made defendants hereto

That an order may be entered on the hearing hereof ~~ordering~~ authorizing your petitioner as such Administrator to convey said premises for & on behalf of said heirs to said Waller Marshall and for such other & further relief in the premises as may be necessary &c

Ws B & Fleming Attys
for Petitioner.

Union Com. Pleas

Abraham Spain's adm
&c
vs
Heirs of John Spain
deceased

Subpoena

Filed Jun 30. 1881
J. Richard Clerk

Recorded

Serve this writ by delivering to the within named Lemuel Crowder a certified copy of this writ June 30th 1881

Fees Milage 5
Serv 35
Copy 10
50

William L. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Samuel Crowder

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 a Petition to Convey ~~in chancery~~, exhibited against him by Abraham Spain administrator of John Spain decd

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of June A. D. 18 57

J. A. Kinkade Jr Clerk of Common Pleas.

Spear
to
Edwards
Titlebond.

Recorded

Articles of agreement entered into this 18th day of November in the year 1844 between John Spain and John Edwards witnesseth That said John Spain doth sold and doth agree to convey in fee simple unto the said John Edwards by a good and sufficient deed of general Warrantee on or before the 1st of May One thousand Eight hundred and fifty one (1851) up on the consideration money hereinafter mentioned the following premises situated in Union County Liberty Township Ohio & being a part of Virginia Military survey No 12282 Entered in the name of Richard Dorsey on the waters Darbys Creek Original Quantity 750 acres Begining at a Beech and Iron wood in the Original line of said survey and corner to Mark Crowdes lot in the same survey thence with said original line North 36 West one hundred and Eight poles to a Hickory Elm and ash thence North 53 East one hundred and fifty three and a half poles to a Hickory Elm and Ash Corner to William Cratty lot in the same survey thence with Cratty line South 36° 25 East one hundred and Eight poles to a Beech Ash and Buckeye an other Corner to said Mark Crowdes lot thence with his line South 53 West one hundred & fifty four and a half poles to the begining Containing One hundred Acres With this Exception I have heretofore sold Lay off & dedicated two Roads thirty poles to Leth Novel out of the North East Corner which is to be deducted out And the said John Edwards doth agree to pay the said John Spain the sum of Eighty Dollars to be paid by the first of September 1845 one half in stock fat cash price Cattle or Horses 75 Dollars to be paid by the 1st Sept 1846 one half in Cattle or Horses at cash price 75 Dollars to be paid by the 1st Sept 1847 one half in Cattle or Horses at cash price 75 Dollars to be paid by the 1st Sept 1848 one half to be paid in Cattle or Horses at cash price 75 Dollars to be paid by the 1st Sept 1849 one half to be paid in Cattle or Horses at cash price 75 Dollars to be paid 1st Sept 1850 one half to be paid in Cattle or Horses at cash price 75 Dollars to be paid 1st Sept 1851 one half in Cattle or Horses 45 Dollars to be paid by the first of May 1851 one half in Cattle or Horses at cash price for which Notes is given having even date The said John Edwards to have possession by the 10th of April 1845 to use and improve as his own in a good and husband like manner In testimony whereof the said John Spain and John Edwards have hereunto set there hands and seals this 18th day & date to above written

John Spain (Seal)
John his mark Edwards (Seal)

Attest
C. W. Inskeep
Jose G. Inskeep

Spain's Adm'r

v.

Spains Heirs.

Answer of Infant.

Filed June 30. 1857
Lat Kirk acting clerk

Recorded

Abraham Spain Adm.
of John Spain deceased
vs
The Heirs of said deceased
& others

Petition to Convey

The defendant Samuel Crowder by P. B. Cole his Guardian Ad Litem, appears and for answer to the petition says that he can neither admit or deny the allegations of the same by reason of his tender age. He prays the Court to make such order in the premises as shall do justice & protect his rights,

Samuel Crowder by
P. B. Cole
his Guardian Ad Litem.

A Spain Adm.

v

Heirs of John Spain
et al

Answer of Defts

Filed June 30. 1857
Pa Kinkade Jr clerk

Recorded

Abram Spain Adm of John Spain decease d
vs
The Heirs of said decease d & John Edwards & Saml Ballinger

Union Common Pleas

Petition to convey to Waller Marshall

The defendants David McCollock & Martha McCollock, his wife, late Martha Crowder, Hezekiah W Spain & Lucy Spain late Lucy Crowder his wife & Lemuel Crowder, ~~Children & heirs of Sarah Crowder, late Sarah Spain~~, heirs & legal representatives of John Spain deceased, now come and enter their appearance, And Abram Spain and Martha his wife also heirs of said deceased do the like, and said heirs admit that it is true that said John Spain deceased. in his life time sold the land in the petition mentioned, that the same has been paid for & that Waller Marshall is entitled to a conveyance, therefor, they ask the Court to make such order in the premises as will be right and just,

And the defendants John Edwards and Samuel Ballinger enter their appearance and admit that it is true that they have each parted with all their interest in said land and that said Waller Marshall is entitled to a conveyance thereof

David McCollock (Seal)
Martha McCollock (Seal)
Hezekiah Spain (Seal)
Lucy Spain (Seal)
Lemuel Crowder (Seal)
Abraham Spain (Seal)
Martha E Spain (Seal)
John his mark Edwards (Seal)
Saml Ballinger (Seal)
Waller Marshall Jr (Seal)

Chancery Case File

Case No. 1851-CH-0017

No. 51-CH-17

Union Common Pleas Court.

Kendall Thomas
Plaintiff,

AGAINST

Thomas A Mapes
Defendant.

JUN TERM, 1852

Dismissed

Journal 5 Page 106

Record No. Page

Ex. Doc. A Page 177

Chy No. ~~47~~ 44

Kendall Thomas

vs

Thomas A. Mapes

Cost Bill

Paid

No Record

Kendall Thomas

vs

Thomas A. Mapes

Bill in Chancery

Filed June 30, 1857
Ja. Kirkpatrick clerk

Thomas

To the Honorable Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting

your petitioner Kendale Thomas of the County of Franklin Ohio, represents that one Thomas A. Mapes of the said County of Union, was seized in fee simple of the following described land situate in the said County of Union, and bounded as follows, to wit; a part of Survey Number Four thousand and Sixty seven (No 4067) Entered in the name of Elizabeth Rickman - Beginning at a stake in the South line of the Original Survey at the intersection of the Jolly and Sagar Mill Road - Thence along the South line of the Original Survey S 83° W 492 poles to Four Sugars and Two White Oaks - Thence with the west line of the Original Survey N 9° W 2 poles to the line of Eli Holycrosses tax claim - Thence with the line of said Holycrosses Claim N 76° E 291 poles to a stake one of said Holycrosses Corners, Thence with another of said Holycrosses lines N 49° E 48 poles to a stake in the middle of the Sagar Mill Road another of said Holycrosses' Corners - Thence with said Road S 53° 45' E 11 poles to a stake - Thence S 59° E 71½ poles to the beginning containing Forty six acres of Land more or less - being the same land conveyed to the said Mapes by John R. Coupland by deed duly Recorded in Union Co —

That the said Thomas A. Mapes on the 10th day of June AD 1847 was indebted to one John R. Coupland in the sum of Two Hundred and Seven Dollars ($207) for which said amount he gave to the said John R. Coupland or order his three promissory notes of that date, and payable as follows, for the sums following, to wit;

Sixty nine Dollars on or before the 10th day of December AD 1848
Sixty nine Dollars on or before the 10th day of December AD 1849 and
Sixty nine Dollars on or before the 10th day of December AD 1850

all of which said notes are bearing interest from the said 10th day of June AD 1847 - That the said Thomas A Mapes in order to secure the payment of the aforesaid promissory notes with interest as aforesaid to the said John R. Campland or order, when the same might become due and payable as aforesaid, did by his deed duly executed and dated June 10th AD 1847 convey the aforesaid premises to the said John R Campland in fee simple subject nevertheless to a condition of defeasance on the payment of the aforesaid promissory notes at the times aforementioned with interest, as in and by the said Deed of Mortgage will more fully appear (a copy of which is herewith filed and made a part of this Bill marked A)

Your petitioner further represents that the said John R. Campland on the 12th day of June AD 1848 in consideration of the sum of One Hundred and fifty dollars to him in hand paid by your petitioner, assigned, set over and transferred to your petitioner the aforesaid Mortgage, and at the same time endorsed over to your petitioner the aforesaid notes (a copy of which said assignment on the said Mortgage is also filed herewith and made a part of this Bill) -

Your petitioner further represents that the aforesaid promissory notes have all become due and payable a long time since, that none of them or any part of them have been paid by the said Thomas A. Mapes at the time limited in that behalf - that the said sum of Two Hundred and Seven Dollars principal and a large arrear of interest thereon has become and is now due your petitioner, which the said Thomas A. Mapes has wholly neglected and refused to pay to your petitioner -

Your petitioner therefore prays that the said Thomas A. Mapes may be made defendant to this Bill, that the writ of subpoena may issue against him, that he may be compelled to answer all and singular the premises, and that an account

May be taken of what is due your petitioner for his prin=
=cipal and interest on the said Mortgage and notes, and that
the said mortgage premises may be sold and ~~[illegible]~~ the
proceeds thereof applied to the payment of said princi=
=pal and interest found to be due to your petitioner and
for such other and further relief as Equity and good
Conscience may require and your petitioner ever as in
duty bound will pray &c

Kendall Thomas
in person

Thomas A. Mapes

to } Mortgage

John R. Campland

(Copy)

A

In consideration of the sum of One Hundred & Fifty Dollars to me in hand paid by Kendall Thomas, the receipt of which is hereby acknowledged - I do hereby assign set over and transfer to the said Kendall Thomas his heirs and assigns the within mortgage and the notes secured thereby - In testimony whereof I have hereunto set my hand and seal this 12th day of June AD 1848

(Copy)

J. R. Copeland (Seal)

Know all Men, by these presents, That I. Thomas A. Mapes of the county of Union State of Ohio in consideration of the sum of Two Hundred & Seven dollars, in hand paid by John R Compland of the State of Virginia have bargained and sold, and do hereby grant, bargain, sell and convey, unto the said John R. Compland his heirs and assigns, forever, the following Premises, situated in the county of Union in the State of Ohio and in the Virginia Military District and bounded and described as follows: to wit a part of Survey Number Four thousand and Sixty Seven (No 4067) – Entered in the name of Elizabeth Rickman – Beginning at a Stake in the South line of the Original Survey at the intersection of the Jolly and the Sagar Mill Road – thence along the South line of the Original Survey S83°W 492 to Four Sugars and Two White white Oaks – thence with the west line of the Original Survey N9°W 2 poly to the line of Ely Holycrosses tax claim – thence with the line of said Holycrosses claim N76°E 291 poly to a Stake one of said Holycrosses Corners – thence with another of said Holycrosses lines N49°E 48 poly to a Stake in the middle of the Sagar Mill Road another of said Holycrosses ~~lines~~ Corners – thence with ~~the~~ said Road S53°45'E 11 poly to a Stake – thence S59°E 7½ poly to the beginning – Containing Forty six acres of land more or less – being the same land this day conveyed by the said John R Compland to the said Thomas A. Mapes, by his atty in fact Randall Thomas – reference to which said Deed is made for greater certainty of description ——

To Have and to Hold said Premises, with the appurtenances, unto the said John R. Compland —— his heirs and assigns, forever.

Provided Always, and these presents are upon this condition, that whereas, said Thomas A. Mapes hath executed to said John R. Compland or order his three promissory notes —— of even date herewith, for the payment of the following sum of money, at the time following: being the purchase money for the aforesaid described premises to wit; Sixty nine Dollars on or before the 10th day of December AD 1848 with interest from date – Sixty nine Dollars on or before the 10th day of December AD 1849 with interest from date and Sixty nine Dollars on or before the 10th day of December AD 1850 with interest from date ——

Now if the said Thomas A. Mapes shall pay said three sums of money to said John R. Compland 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.

In Testimony Whereof, the said Thomas A. Mapes has hereunto set his hand and seal, this Tenth day of June in the year of our Lord one thousand eight hundred and Forty Seven

SIGNED, SEALED AND ACKNOWLEDGED IN THE PRESENCE OF US:
Frederick Bentz
Alexander Patton

(Signed) Thomas A. Mapes Seal.
Seal.

The State of Ohio, Franklin **County, ss.**

Before me, A. Patton a Justice of the Peace in and for said county, personally appeared the above named Thomas A. Mapes and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed; this 10th day of June A. D. 1847

A. Patton J. P.

Union Com. Pleas

Randall Thomas

v

Thomas A. Mapes

Att. in chy

Filed July 1, 1857

Wm Randolph clerk

Thomas atty

Served this writ June 30th by delivering to the within named Thomas Mapes a certified copy of this writ

Fees	Mileage	25
	Serv	35
	Levy	10
		70

William C. Mulvin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Thomas A. Mapes —

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 ~~on the first day of the next Term thereof~~, to answer a Bill — in chancery, exhibited against him — by Kendall Thomas

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of June A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Kendall & Thomas
vs
Thomas A Mapes } Clerk fees
J. Kirkpatrick $ 1.55
Jas Turner 6 1/2
Jeff Malin 1.02
3, 19 1/2

No. 51-CH-18

Union Common Pleas Court

Jacob M. Ruff et al
Plaintiff,

against

Amos A Williams
Defendant.

JUN TERM. 1853

Decree for Plaintiff

Journal 5 Page 235-341 419

Record No. 7 6 Page 122 452

Ex. Doc. A Page 358

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Box 22.

Union Com. Pleas

Pacot & Ruff, et als

vs /

Amos A Williams
et als.

Bill in Chancery

Filed July 1. 1851
James Rickade Jr Clerk

Stanton & Allison

To the Court of Common Pleas within and for the County of Union, Ohio, when in Chancery sitting:

Your Petitioners Jacob M Ruff, Rebecca Imboden, Magdalen Spriggs and Joseph Spriggs her husband, John A Ruff, William Ruff, Martha Ruff a minor by John A Ruff her next friend and Guardian, Elizabeth Ruff, a minor by John A Ruff her next friend and Guardian, Jane Sehorn, a minor, by Jacob M Ruff her next friend and Guardian, William Wallace, Andrew Wallace, and Alexander Wallace all of Rockbridge County and State of Virginia; Amanda Shelman and Jacob Shelman her husband, of the State of Texas; Susan P Martin and John S Martin her husband of the City of Baltimore and State of Maryland; Martha Finley and John Finley her husband, of Madison County, Ohio; Joseph B Wallace, Rebecca Sehorn and Marion Sehorn her husband of Wythe County, Virginia; Susan W Ward of Spencer County Kentucky; Samuel Wallace of Taylorsville Kentucky; Ellen A. Atkinson and William Atkinson, of the State of Tennessee, minors by Jacob M Ruff their next friend, and Mary M Anderson and Thomas M Anderson her husband all of Russelville, and State of Tennessee, respectfully represent, that on or about the 10th day of April A.D. 1831 - there was granted unto one Samuel Wallace by Patent from the United States, the following real estate which is situate in the County of Union and State of Ohio, being the whole of Virginia Military Survey No. 2875, of 1000 acres as originally surveyed and bounded as follows, Beginning at an ash and two sugar

trees south east corner to John M Gregory's survey No. 2980; running thence with Gregory's line N. 37°. W. 400 poles to two sugar trees; thence N. 53°. E. 400 poles to two sugar trees and an ash; thence S. 37°. E. 400 poles to a sugar tree, ash and hickory; thence S. 53°. W. 400 poles to the begining, with the appurtenances, for a more particular description of said grant reference is hereby made to an exemplified copy herewith filed, marked (A).

Your Pettioners further represent that the said Samuel Wallace, many years before the said Patent was issued, and as early as the year A.D. 1800, departed this life leaving the following persons his children heirs, devisees, and legal representatives, to wit, Martha Ruff (who was formerly Martha Wallace) who intermarried with John Ruff of Rockbridge County Virginia, Andrew Wallace, - Anderson Wallace - James Wallace, - and Elizabeth Grigsby (formerly Elizabeth Wallace) who intermarried with Charles Grigsby of Blount County, Tennessee, each of whom were entitled to the undivided one fifth part of said premises.

Your Pettioners further represent that the said Martha Ruff died leaving ten children as her heirs and legal representatives (each of whom are entitled to the one tenth part of her interest, or one fiftyeth part of the whole survey) to wit, your Pettioners Jacob M Ruff, Amanda Shelltman, - Rebecca Imboden, - Magdalen Spriggs, - Susan P Martin, - Martha Finley, - John A Ruff and William Ruff, and also Samuel W Ruff and Jane Sehorn who

intermarried with Massilon Sehorn, the former of whom (Samuel W Ruff) died, leaving as his heirs and legal representatives, your infant Petitioners Martha Ruff and Elizabeth Ruff, each owning one half the interest of Samuel W. or the one hundredth part of the whole Survey; and the latter (Jane Sehorn) also died, leaving as her sole heir and legal representative, your infant Petitioner Jane Sehorn.

Your Petitioners further represent that the said Andrew Wallace, died, leaving five children as his heirs and legal representatives, to wit, Your Petitioners William Wallace, Andrew Wallace, Joseph B Wallace, Alexander Wallace, and Rebecca Sehorn, each of whom are entitled to the one fifth part of the interest of the said Andrew Wallace, decd, or the one twenty fifth part of the whole Survey.

Your Petitioners further represent that the said Anderson Wallace, died, leaving three children as his heirs and legal representatives, each entitled to the one third part of his interest, or the one fifteenth part of the whole, to wit, Your Petitioners Susan W Ward and Samuel Wallace, and also Elizabeth Atkinson who intermarried with William H Atkinson, and who is dead leaving three children as her heirs and legal representatives, to wit, your infant Petitioners Ellen A Atkinson, William A Atkinson and Mary M Anderson, each of whom own one third of the interest

of their parent, or the one forty fifth part of the whole survey.

Your Petitioners further represent, that the said James Wallace on the 28th day of November A.D. 1843, by deed duly executed, conveyed all his interest in said premises, (one fifth part) to your Petitioner Jacob M Ruff, which deed is herewith filed for the inspection of the Court, & Marked (B).

Your Petitioners further represent, that the said Elizabeth Brigsby being then a widow, on the 21st day of November A.D. 1838 sold and assigned all her interest in said survey to your Petitioner Jacob M Ruff, for a valuable consideration, which was fully paid to the said Elizabeth Brigsby by the said Jacob M Ruff, which said Sale was made in writing and signed and sealed, and delivered by her to the said Jacob M Ruff as a good and valid contract for her interest in said premises, but was not acknowledged before an officer, and is therefore insufficient to convey a legal title. The said written contract, which it is charged conveys a perfect equitable title to the said Jacob M Ruff is herewith filed marked (C) and made a part hereof. That the said Elizabeth Brigsby has been dead for some years and the names of her heirs ~~and~~ devisees, and their places of residence are unknown to your Petitioners, and all

of whom your Petitioners pray may be made parties defendants to this Bill: according to the Statute in such case made and provided.

Your Petitioners further represent, that as legal representatives of the said Samuel Wallace, deceased: they are the legal owners in fee simple of the undivided three fifths of said Survey, and that the said Jacob M Ruff is the legal owner in fee simple of the one fifth part of said Survey as the grantee of the said James Wallace, and is the equitable owner of, and is entitled in equity to the legal title to the remaining one fifth part under his purchase from Elizabeth Grigsby as aforesaid. Whose heirs, or devisees as the case may be, still hold the legal title in trust for the said Jacob M Ruff. That said Survey still remains unsold and undivided.

Your Petitioners further represent that Lyne Starling deceased, late of the County of Franklin, Ohio, claimed ownership over said Survey and sold off portions of the same, in his life time, and claimed to own the ballance at the time of his decease. But your Petitioners here charge that the said Lyne Starling had no other interest, or title in said land than a tax title, which was an invalid one, but as such the taxes paid by him were and still are a lien upon said land, with six per cent interest thereon. That Amos

A Williams, Jonas Hale, James Stilling, Roger Poland, David Cochran, and Noah Paynter all of the said County of Union, claim to own portions of said survey, and to hold the same under title derived from the said Lyne Starling, deceased, but by what kind of title, whether by deed, title bond, or otherwise, and for what quantity, your Petitioners are not advised. That the said Lyne Starling some time during the fall of 1848 departed this life, and by last will and testament which was subsequently duly probated, devised all his lands and estate and interest in lands of every kind and description (including tax titles) lying and situate in said County of Union (which devise includes the land above described) to the following persons, and in the following proportions to wit, to William Starling and Sullivant Starling of the City of New York, each the undivided sixth part thereof; To Edmund Starling of the State of Kentucky, one equal undivided sixth part thereof; To Peter R Ramey of the State of Virginia the eldest son of Susan Ramey the late neice of the said Lyne Starling, dec^d, one undivided twelfth part thereof; To William Marshall of the State of Kentucky the undivided one twelfth part thereof; and the remaining equal undivided third part thereof to Lyne Starling of the State of Kentucky the son of Edmund Starling who was a brother of the said Lyne Starling.

deceased, to Lucas Sullivant of Franklin County, Ohio, and to ~~[illegible]~~ Smith, (whose Christian name is unknown to your Petitioners) the youngest son of John A Smith of Highland County, Ohio, share and share alike all of whom are minors, and whom your Petitioners pray may be made defendants to this Bill.

Your Petitioners further represent, that it is further provided by said last will and testament as follows, to wit, "inasmuch as a part of the said interest in lands so devised consists of tax titles to land or claims upon land for taxes, I do hereby authorize John W Andrews of Franklin County, Ohio, and Lyne Starling Jr. of the City of New York, and Wray Thomas of Franklin County, Ohio, to settle, arrange, and compromise or to sell in such manner as they may deem best, any or all of such tax titles or claims for taxes, and on such compromises or settlement, or sale being made, to execute any and all deeds of conveyances or releases of any such interest in lands by tax sale, tax title, or claim for taxes, and all deeds, releases, and acts of the said John W Andrews and Lyne Starling Jr. and Wray Thomas, done by virtue of this authority, shall be forever binding and conclusive upon the said William Starling, and the other devisees aforesaid. Your Petitioners therefore pray that the said John W Andrews, Lyne Starling Jr. and Wray Thomas may also be made defendants hereto.

your Petitioners therefore pray process of Subpoena against the said defendants residing in this State, and Publication of notice as to the said non residents according to the Statute in such case made and provided; that said defendants may on their Corporal oaths, to the best and utmost of their knowledge, remembrance, information, and belief, full, true, direct and perfect answer make to all and singular the matters aforesaid. That the various rights and claims of the said defendants, may all be fully and properly settled and adjusted. That the unknown heirs, or devisees of the said Elizabeth Grigsby by the decree of this Court, may be compelled to convey their interests in said survey to the said Jacob M Ruff in fee simple; and that a Commission may issue out of this Honorable Court to divide, separate, and allot said lands among the several complainants according to their respective interests, to be held and enjoyed by them in severalty; and that proper conveyances may be executed accordingly, or that this Honorable Court will make such other order and decree in the matters

aforesaid as to your Honors shall seem meet. &c.

By Stanton & Allison
Solts for Complainants

The State of Virginia, Rockbridge County, ss.

I, Jacob M Ruff, a Complainant named in the foregoing Bill in Chancery, do make solemn oath that the heirs (or devisees if any) and legal representatives of Elizabeth Frigsby, deceased, in the foregoing Bill mentioned, are unknown to me, that I have no knowledge of their names or places of residence, but they reside out of the State of Ohio, as I verily believe.

Jacob M. Ruff

Sworn to and subscribed before me, the subscriber a Justice of the Peace in and for said County of Rockbridge, this 12th day of June A.D. 1851

John McClelland J.P.

State of Virginia, Rockbridge County, to wit: I, Samuel McReid, Clerk of Rockbridge County Court in the State of Virginia, do certify, that John McClelland Esq., whose name appears to the above certificate, is, & was at the time of signing the same, an acting Justice of the peace for said County of Rockbridge, duly commissioned and qualified according to law, and his official acts as such are entitled to full faith & credit.

That his said signature is genuine.

In testimony whereof, I hereto sign my name & annex the seal of said Court at Lexington this 12th day of June A.D. 1851, and in the 75th year of the Commonwealth.

Saml McReid Clk

Issue subpoena to Sheriff of Union County for above named defendants - Amos A Williams, Jonas Hale, James Stillings Roger Poland, David Cochran and Micah Painter Returnable forthwith.

To

To Clerk of Union Com Pleas -

Ruffs et als
vs
Williams et als

Proof of Pub

4

Filed Septr 30. 1857
Jas Hinkson pr Clerk

Chancery Notice.

BY virtue of an interlocutory order of the Court of Common Pleas within and for the county of Union, and State of Ohio,—made at their June Term 1851, William Starling, Sullivant Starling, Edmund Starling, Peter R. Rainey, William Marshall, Lyne Starling, of the State of Kentucky, Lyne Starling, jr., of the City of New York, and the unknown heirs, devisees, or legal representatives of Elizabeth Grigsby, deceased, are hereby notified, that on the first day of July, A. D. 1851, a Bill in Chancery was filed in said court against themselves and others, by Jacob Ruff, Rebecca Imboden, Magdalen Spriggs, and Joseph Spriggs, her husband, John A. Ruff, William Ruff, Martha Ruff, by John a Ruff her next friend, Elizabeth Ruff, by John A. Ruff her next friend, Jane Seborn, by Jacob M. Ruff her next friend, William Wallace, Andrew Wallace, Alexander Wallace, Amanda Sheltman and Jacob Sheltman her husband, Susan P. Martin and John S. Martin her husband, Martha Finley and John Finley her husband, Joseph B. Wallace, Rebecca Seborn and Marion Seborn her husband, Susan W. Ward, Samuel Wallace, Ellen A. Atkinson and William Atkinson, by Jacob M. Ruff their next friend, and Mary M. Anderson and Thomas M. Anderson her husband. The Bill charges that the complainants are the legal owners, as heirs and devisees of Samuel Wallace, deceased, of three fifths of Survey No. 2875 in the Virginia Military District of 1000 acres, which is situated in the said county of Union, and was Patented to the said Samuel Wallace on the 10th day of April, 1831, that the complainant, Jacob M. Ruff is the legal owner of one other fifth part of said Survey, by virtue of a conveyance from James Wallace, made on the 28th day of November, 1843. That the said Jacob M. Ruff also owns an equitable title to the remaining one fifth part, and is entitled to a conveyance of the legal title thereto, by virtue of a written agreement executed on the 21st day of November, 1838, by the said Elizabeth Grigsbey, to whom the consideration was fully paid. That the said Elizabeth Grigsbey is dead, and that the names and residence of her heirs, devisees, or legal representatives are unknown to the complainants. That Lyne Starling, deceased, late of Franklin county, Ohio, owned a tax title upon said lands, which the Bill charges to be an invalid one. That the said William Starling, Sullivant Starling, Edmund Starling, Peter R. Rainey, William Marshall, and Lyne Starling of Ky., are devisees of the said Lyne Starling, deceased, and that the said Lyne Starling, jr., is a trustee under the will of the said Lyne Starling, deceased, and authorized to settle, arrange, and compromise the said tax title with the complainants. The Bill prays that the various rights and claims of the defendants, may all be fully settled and adjusted. That the said unknown heirs or devisees of the said Elizabeth Grigsby, may be compelled to convey their interest in said premises to the said Jacob M. Ruff, or that in default, that the decree of this Court may operate as such conveyance. That the said premises may be partitioned amongst the complainants, and other and further relief, &c. The said defendants are further notified, that unless they appear, and plead, answer or demur to the said Bill within sixty days after the next Term of said Court, the said complainants at the Term next after the expiration of said sixty days, will apply to said Court to take the matters of the Bill as confessed, and to decree thereon accordingly.

STANTON & ALLISON,
Solt'rs. for Complainants.

Attest, JAMES KINKADE, jr.,
Clerk.

Aug. 12, '51. pf $14,06, n18w6.

I R. S. Hamilton do hereby certify that I am publisher and proprietor of The Marysville Tribune a weekly paper published and in general circulation in Union County and that the annexed notice was published in said paper six consecutive weeks from the 12th day of August to the 30th day of September 1857.

R. S. Hamilton

Sworn to and subscribed in open Court this 30th day of September 1857

James Kinkade jr Clk

Recd of E. L. Paxton Esqr fourteen dollars my fee in this case
Decr 15th 1857. R S Hamilton

Union Com. Pleas

Jacob M Ruff et als
vs
Amos A. Williams
et als.

Sub in chy

5

Filed October 7th 1857
Jas Kirkwood Jr Clerk

Ol Lewis Griffin Sworn on the defendant
hereby Stanley Smith by Recovery to be heavy
with him a copy of the writ
Sheriff Fees Oct 31, 1857
$1.00

David A Summerville
Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Highland, Greeting:

We command you to summon Lyne Starling 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, ~~on the first day of the next Term thereof~~ forthwith, to answer a Bill in chancery, exhibited against him & others by Jacob M Ruff & others

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of September A. D. 18 57

James Kinkade Jr Clerk of Common Pleas.

Amos J Williams et al
ats
Jacob M Kurtz
et al

Plem 7

6

Filed April 7 1852
James Lynn Clerk

Copied

Swan & Vandas

Amos J Williams et al
vs
Jacob M Ruff et al

In Chy
Wm. Co.

Now the said Mary Thomas John W Andrew Amos J Williams Jonas Hale James Stillings Roger Poland Lewis Cochran Uriah Painter Lyon Stanley Jr. Edmund Stanley Peter R Reamey and William Marshall protesting &c and not admitting the matters in the bill alleged to be true demur in law to said bill and say judgment &c

Swan & Andrews
Solrs for defts
Named in demurrer

then to stand to and abide such order and decree in the premises as to your Honor shall seem meet, &c.

By Stanton & Allison Solts for Pltfs.

The Clerk will issue Subpoena to the within defendant Michael L. Sullivan to Sheriff of Franklin County.
Feby 26th 1853

Stanton & Allison
Solts for Compt

Transcript from Decree

Lucretia R. Ruff et al
vs
Amasa D. Williams
Michael L. Sullivan et al

Bill of Revivor & Amendment

Filed Feby 28th 1853
Francis Dwinnell Clerk

Stanton & Allison

To the Court of Common Pleas within and for the County of Union, Ohio, in Chancery sitting.

1 Your Petitioners, Jacob A Ruff, Rebecca
2 Butcher, Magdalen Spriggs and Joseph Spriggs
3 her husband, John A Ruff, William Ruff, Martha
4 Ruff by John A Ruff her next friend, and Jonathan,
5 Elizabeth Ruff by John A Ruff her next friend, William
6 Wallace, Andrew Wallace, and Alexander Wallace,
7 of Rockbridge County, Virginia, John S Martin and
8 Susan P Martin his wife, of the City of Baltimore, Maryland,
9 John Finley and Martha Finley his wife of Madison County,
10 Ohio, Joseph B Wallace, Marion Letcher and Rebecca
11 Letcher his wife of Wythe County, Virginia, Susan Ward
12 of Spencer County, Kentucky, Samuel Wallace
13 of Taylorsville, Kentucky, Ellen A Atkinson and
14 William Atkinson of the State of Tennessee by Jacob
15 A Ruff their next friend, Thomas A Anderson and
16 Mary A Anderson his wife of Russellville, Tennessee,
* and also Thomas Hanson and Magdalen Hanson his
wife, of the State of Texas, John Shettman and Samuel
Shettman, minors of the state of Texas by Jacob Shettman their next
friend, and John R Wilson a minor, of Rockbridge
County, Virginia, by Jacob A Ruff his next friend,
respectfully represents, that on or about the 1st day
of July A.D. 1851, the Petitioners in the first sixteen
lines above named, and before the asterisk, together
with one Amanda Shettman and the said Jacob
Shettman her husband of the State of Texas, exhibited
their Original Bill of Complaint in this Honorable
Court against the unknown heirs and devisees of
Elizabeth Spriggs, Amos A Williams, Jonas Hale, James
Hillings, Roger Poland, David Cochran, Noah Paynter,
William Starling, Sullivant Starling, Edmund Starling,
Peter R Ramey, William Marshall, Lyne Starling, of Kentucky,
Lucas Sullivant ~~and~~ Lyne S Smith, ~~Hampton~~
John W Andrews, Mary Thomas, and Lyne Starling of New York,

stating as therein is stated, and praying that the rights and claims of said defendants might be settled, that the unknown heirs of Elizabeth Finley might be compelled to convey their interest in the premises in said Bill described to the Complainant Jacob A Ruff, and for a Commission &c. to partition said Lands among the Complainants in said Original Bill according to the interest therein of each. That process was duly issued and served upon the resident defendants, and publication duly made to the non resident defendants, that part of said defendants demurred to said Bill which demurrer was overruled by said Court and leave given to defendants to answer.

That since the filing of said Original Bill, pendency the said Amanda Shelltman departed this life intestate, leaving the following children and grand children her legal heirs and representatives, to wit, the said Magdalen Harrison, who is intermarried with the said Thomas Harrison, of the State of Texas, the said John Shelltman, and Samuel Shelltman and the said John R Wilson, son of Martha Wilson who died intestate, who was formerly Martha Shelltman, all of whom now come and make themselves Complainants in the place and stead of the said Amanda Shelltman, deceased, in this amended Bill and Bill of Revivor, claiming that they are entitled to have said suit and proceedings amended and revived, and to have the said cause in the same state and condition as the same would be in, in case the said Amanda Shelltman was still living.

Your Petitioners further state that since the commencement and pendency of this suit, the said Lyne Starling of Kentucky son of Edmund Starling; the said William Starling a son of Edmund Starling, and Sullivant Starling a son of Lyne Starling

have departed this life. That Michael L. Sullivant, of the County of Franklin and State of Ohio, is the assignee of the entire interest of the said Lyne Starling and William Starling, deceased. That said Michael L. Sullivant since the commencement of this suit has also purchased the entire interest in said premises of the said Peter Nancy and William Marshall. That said William Starling a minor, and son of Lyne Starling Jr. is the only heir and legal representative of the said Sullivant Starling deceased. The entire interest passed by the will of the Lyne Starling Senr. in said Canals is therefore now owned as follows. The said Michael L. Sullivant ⅓ thereof. Lyne S. Smith a minor ⅓ thereof. William Starling Jr. a minor ⅓ thereof. Edmund Starling a minor ⅓ thereof and Lucas Sullivant a minor ⅓ thereof.

Your Petitioners are as they are advised, entitled to have the said suit and proceedings amended and revived against the said Michael L. Sullivant, as the representative of the said Lyne Starling and William Starling, dec'd. and against the said defendant William Starling, a minor, as the representative of the said Sullivant Starling deceased, and to have the said causes in the same state and condition as the same was in previously to the death of the said original defendants.

Your Petitioners therefore pray that the said Michael L. Sullivant may be made a defendant to this and the original bills, by process of subpoena, and to that end that the proper writs issue, and that he may be compelled to answer the same fully, that said original suit and proceedings may stand revived, and be in the same plight and condition as the same would have been in, had not the deaths aforesaid taken place, or the same as they were in at the time of said deaths, or that the defendants may show good cause to the contrary; and for=

Union C.P.

Jacob M Ruff et al
vs
Amos A Williams
et al

Debt in ch

3

Service ack.d as
to Mary Thomas
and John N Andrews
J. R Stone
Atty for
Andrews & Thomas

Filed Sept 30. 1851
S Kinkaid p clerk

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Wray Thomas. John W Andrews and Lyne Starling Smith

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, on ~~the first day of the next Term thereof~~ forthwith, to answer a Bill in chancery, exhibited against them & others by Jacob M Ruff & others —

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of September A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Union Com. Pleas

Jacob M Ruff. et als.

vs

Amos A. Williams et als

Sub in chy

2

Filed July 3. 1857
J. W. Knikade for Clerk

Stanton & Allison. Solts
for Compts.

Accept this writ by delivery to Amos A Williams Agent
Mathias Corioth Sanitor once Rose Boland a certified
Copy of this writ July 1st 1857
Levied by delivery to Amos Wills once Denia
Boothman a certified copy of this writ July 2nd 1857

Fees Mileage	30
Levy	1 35
Copys	1 20
	2 85

Williams & Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Amos A. Williams, Jonas Hale, James Stillings, Roger Poland, David Cochran, and Uriah Painter

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, ~~on the first day of the next Term thereof~~ forthwith, to answer a Bill in chancery, exhibited against them & others by Jacob M. Ruff & others

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the first day of July A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Deposition taken in a cause pending in the Court of Common Pleas for Union County in the State of Ohio wherein Jacob M. Ruff and others are Plaintiffs and Anna A Williams and others are Defendants, on Tuesday the 2nd November 1852. at the Office of William C. Lewis a Justice of the Peace in the Town of Lexington, Rockbridge County Virginia.

Present E. T. Paxton attorney for the Plaintiffs
Defendants not present . . . . . .

John Alexander of the County of Rockbridge and State of Virginia of lawful age being first duly sworn by me as hereafter certified deposeth and says.

Question first by Plaintiffs Counsil
State whether you were acquainted with Samuel Wallace who lived in this place and who died many years ago?
Answer I recollect Saml. Wallace very well and also recollect when he died, which event took place in the year ~~88 or 89~~. 1788 or 1789. to the best of my recollection.
Question 2nd by Same
Do you know whether he had a brother name Adam who was an Officer in the Continental line and who was killed in the service?
Answer I have no recollection of Adam Wallace personally but have very often heard it stated when I was very young that Capt Adam Wallace the brother of Samuel Wallace referred to before was killed in the service in the Revolutionary War, and at Braddocks defeat,

Question 3d by same

Do you know whether Samuel Wallace was the heir at law of Adam Wallace?

Answer, I do not know that certainly, but believe Samuel Wallace was the eldest brother who survived Adam Wallace. My impression is that Adam Wallace died without issue. My impression and belief as to these facts has been derived from what I have heard from many old people who were living at that time

Question 4th Same

State what you know of the family of Samuel Wallace and the number and name of his Children?

Answer, The following are the names of his Children. to wit. Elizabeth who was the wife of Charles Grigsby, James, William, Martha the wife of John Ruff ~~and~~ Andrew, and Anderson - William died without issue all of the others had issue, James, Martha, Andrew & Anderson are dead, Elizabeth and her husband removed from this State many years ago. and I do not know whether she is living or not. She had another son called Andrew who died very young These were all of his Children to the best of my recollection, and I was well acquainted with the family. my father and Samuel Wallace lived in the Town of Lexington.

Question 5th by same.

State what is your age?

Answer I am in my Seventy Seventh year.

No further Question being asked further this deponent saith not.

L Alexander

I William C. Lewis a Justice of the Peace for the County of Rockbridge and State of Virginia, do hereby certify that the above named John Alexander, was by me first duly sworn to testify the truth the whole truth and nothing but the truth, and that the foregoing deposition by him subscribed was reduced to writing by me and was taken at the time and place above specified. In Testimony whereof I have hereunto set my hand this 2nd day of November 1852

Wm. C. Lewis
Justice of the Peace

Virginia.
Rockbridge County to Wit:

I Charles Chapin Clerk of the County Court of Rockbridge in the State of Virginia do hereby certify that Wm. C. Lewis whose genuine signature appears to the foregoing certificate is and was at the time of signing the same an acting justice of the peace in and for said County duly commissioned and qualified according to law.

In testimony whereof I hereto sign my name and annex the seal of said Court at Lexington this second day of November 1852 and in the 77th year of the Commonwealth.

C. Chapin

Clerks fee 37½
County Seal Tax 1.75
Cons 1½ hours 1.12½
Charged To Plaintiff 3.25

Wm. C. Lewis J.P.

Mord M Buffington
to
John M Andrews Exr
Order of Sale

Filed June 20 1854
Frances Linn Clerk

P. 469

No 10

Received this writ May 9th 1854
Advertised the within Described real Estate for sale in the Marysville Tribune, a newspaper Published and in General circulation in Union County Ohio for at Least thirty days previous to the day of sale afterwards to wit. on the 20th day of June AD 1854 it being the day I advertised said real Estate to be Sold, between the Legal hours of ten O'clock AM and four o'clock P.M. I Offered said real Estate for Sale
Agreeable to previous notice, at the Door of the Court House in Union County Ohio, at Public Auction and Sold said Real Estate to ~~Robert Mathews~~ Nathan McClure for Seven hundred and twenty five Dollars he being the highest and best Bidder. and said sum being more than the two thirds of the Appraised value therefor

Fees $5.70
Printers fee 3.75
$11.85
William L. Mulin & Sheriff U.C.

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 1854, in a certain Petition in Chancery now pending in said Court wherein Jacob McRuff Etal is Petitioner and John W Andrews Etal are defendants we command you that without delay you proceed to sell at Public auction a part of the lands and tenements in the said Petition described being Part of Survey No 2875, Bounded as follows to wit Lot No 3 in the Report of the commissioners in said Partition, Begining at a Sugar tree & hickory N. E. corner of the original Survey running thence with the original line of the Survey S 53 W 120 poles to a Stake corner to Lot No 2. thence with the N. line of the Survey S 36 E 120 poles another corner of Lot No 2. thence with another line N 55 1/2 E 120 poles to a Stake in the original line of the Survey another corner of lot No 2. then with the original line of the Survey N 31 W 120 poles to the begining containing ninety acres and one hundred poles, and that 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 Irwin Clerk of our said Court of Common Pleas at ~~their~~ ~~Marysville~~ this 9th day of May 1854
James Irwin Clerk

Union Com Pleas

Jacob M Ruff
and others
vs
J. W. Andrews
Executor &c al

Writ of Partition &
Return of Sheriff
& Commissioners

Filed June 24 1853
James Linn clerk

9

Jacob M Ruffner
to
A. A. Williams et al
Copy of Partition

I have executed the within writ by the oaths of the within named Commissioners who having been first duly sworn by me ~~on~~ upon actual view of the premises returned to me the record hereto annexed.

June 24th 1883, Fees this 1.00

William L Mathews Sheriff

The State of Ohio }
Union County } ss

To the Sheriff of Union County, Greeting;

We command you that without delay, by the oaths of Roland Welch, Thomas Evans and William D. M. Mitchel you cause partition to be made of the following described lands and tenements situated in said County, to wit, Virginia Military Survey No 2875 bounded and described as follows to beginning at an Ash and two sugartrees South East corner to Survey No 2480 running with the line thereof North 37° West four hundred poles to two sugartrees thence North 53° East four hundred poles to two sugartrees and an ash, thence South 37° East four hundred poles to an ash sugar tree, and hickory, thence South 53° West four hundred poles to the beginning, containing one thousand acres, more or less, among the following persons in the following proportions; To John W. Andrews Executor of the last will of Lynn Starling, in trust for the use of sundry grantees of said Starling one equal fourth part, ~~To Jacob M. Ruff~~, to be set off and assigned to him in the North West part of said Survey in such manner as to be entirely made up and composed of lands conveyed by said Lynn Starling in his lifetime; To Jacob M. Ruff, Rebecca Burkholder, Magdalene Springs wife of

Joseph Higgs, Susan B Martin wife of John H Martin, Martha Finley, wife of John Finley, John A Ruff William Ruff, William A. F. Wallace Andrew Wallace, Joseph B Wallace Alexander Wallace, Rebecca Hehom wife of Marion Hehom, Susan W Ward Samuel A Wallace, Mary M Anderson wife of Thomas M Anderson, as tenants in common four hundred and three four hundred fiftieth ($\frac{403}{450}$) parts of the residue of said premises after setting off, and assigning the aforesaid fourth part of said premises to the said John W Andrews in manner aforesaid; To William Atkinson and Ellen A Atkinson ten, forty seventh ($\frac{10}{47}$) parts each; To Elizabeth Ruff and Martha Ruff each nine ninety fourth ($\frac{9}{94}$) parts, to Jane Hehom nine forty seventh ($\frac{9}{47}$) parts, To John R Wilson Samuel Wheltman, John Wheltman and Magdalen Harrison wife of Thomas Harrison each ~~nine~~ nine, one hundred and eighty eighth ($\frac{9}{188}$) parts, of ~~the~~ the residue of said premises, after assigning the aforesaid fourth part to the said John W Andrews as aforesaid, and the aforesaid $\frac{403}{450}$ parts of the residue to the said Jacob M Ruff and others as aforesaid, to be held by them in severalty according to their several shares and proportions, And if any part of said premises cannot be partitioned in manner aforesaid without manifest injury thereto, that

said Commissioners make and return to this Court a just valuation of the same; And you are further commanded that in making said partition, and valuations, and appraisements, said Commissioners shall estimate the value of all of said lands and their just value in a state of nature, exclusive of any improvements thereon, in pursuance of an order of ~~the~~ lately made in our Court of Common Pleas within and for said County of Marion in a certain proceeding in Chancery wherein Jacob M Ruff and others are complainants and the said John W Andrews Executor of Lyne Starling and others are respondents, and that your proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas within and for said County forthwith, together with this Writ.

Witness James Turner Clerk of our said Court of Common Pleas this 24th day of June A.D. 1853.

James Turner Clerk

Jacob M Ruff et al
vs
Amos A Williams
and others

In Chancery

We the Commissioners appointed in this cause to make partition of the premises described in the within writ of partition do set off and assign to the said John W Andrews Executor of Lynn Starling as trustee for the assigns of the said Lynn Starling, in severalty for his share of said premises, so much thereof as is contained within the following limits to wit, Beginning at two sycamores and a Lynn original S. W. corner of said Survey No 2875, thence with the original line of the Survey N 53° East 174½ poles to a stone corner of lands conveyed by Lynn Starling to Leonard Ridden, thence with the lines of lands conveyed by Starling to Ridden, Williams & Dougherton W 37° E. 302¼ poles to a stake S. E. corner of the lot sold to Dougherton, thence with his and Williams line W. 53° W. 174 poles to a stake in the original line of the Survey, thence with said line S 37° W. 320 poles to the beginning containing three hundred and forty eight acres;

And to the said Jacob M Ruff, Rebecca Im Roden, Magdalen Spriggs wife of Joseph Spriggs, Susan P Martin wife of John S Martin, Martha Finley wife of John Finley, John A Ruff, William

Ruff, Wm A A Wallace, Andrew Wallace, Joseph B Wallace
Alexander Wallace, Rebecca Sehorn wife of Marion Sehorn
Susan W Ward, Samuel A Wallace, Mary Ann Anderson
wife of Thomas N Anderson as tenants in common so
much thereof as is contained within the following limits
to wit: Lot No 2 (two) Beginning at a stone in the original
line of the Survey corner to Lot No 1 (one) thence with the
original line of the Survey N 53° E 153 2/5 poles to a stake in
the original line of the Survey, S 53 W 120 poles from the
North East corner of the Survey, thence S 36 E 120 poles
to a stake, thence N 55½ E 120 poles to a stake in the
original line of the survey, thence with said line S 37 E
300 poles to a sugar, elm, and hickory the original SE
corner of the Survey thence with the original line of the
Survey ~~N 37 W~~ S 53 W 437 poles to two sugar trees the
original SW corner of the survey, thence with the
original line thereof N 37 W 141 poles to a stake, the cor
ner to Lot No 1 (one) in said line thence with a line
of Lot No 1 (one) N 53 E 174 poles to another corner
of said Lot No 1 (one) thence with another line of said
Lot N 36 W 302¼ poles to the beginning containing
seven hundred and seventy six acres and sixty
poles.

And we do further find that the residue of said prem
ises to wit Lot No 3 (three) Beginning at a sugar
and hickory the original North East corner of
the survey thence with the original line thereof
S 53 W 120 poles to a stake the corner to Lot No 2 (two)
thence with the line thereof S 36 E 120 poles to a
stake another corner of said lot No 2 (two), thence
with another line thereof N 55½ E 120 poles to a
stake in the original line of the survey another
corner of said lot No 2 (two) thence with the original
line of survey N 37 W 120 poles to the beginning
containing ninety acres and one hundred poles,

which we are commanded by said writ to set off and assign to William Atkinson ~~and~~ Ellen A. Atkinson, Elizabeth Ruff, Martha Ruff, Jane Shelton, John R. Wilson, Samuel Whettman, John Whettman and Magdalene Kennison, in certain proportions therein mentioned, and having separated and set off said last mentioned lot for said last mentioned parties, and being of opinion that the same cannot be partitioned in manner commanded by said writ, without manifest injury thereto, we do estimate the true value thereof at the sum of five dollars per acre, making in the whole the sum of four hundred and fifty three dollars and fifty three cents and a half cents.

And in the appraisements and assignments aforesaid we have estimated the value of said premises ~~at~~ in all cases as in a state of nature, exclusive of all improvements thereon.

Given under our hands this 24th day of June A.D. 1853.

Fees $3.00
Paid by E. F. Pepton

Wm D W Mitchell
Robert Clark
Thomas Turner

Not Transferable
S. Newlove Aud. Ms

(B)

James Wallace
to
Jacob B. Ruff

No acres
" 17¼
91
108¼

Dalton

Copied Nov. 60
for Jac

Filed and recorded June 30th AD 1853
In Book No 16 pages 365 & 366.
Wm M Robinson recorder
of Union County
Ohio
for price

I James Wallace of Rockbridge County State of Va being one of the heirs & devisees of Samuel Wallace dec'd of Rockbridge County State, Va, who was heir-at Law to Capt Adam Wallace, Capt Andrew Wallace and Lieut, (or Ensign) James Wallace, officers in the Virginia line on Continental establishment do hereby, for value received, assign and transfer to Jacob Ruff any undivided interest, that I have, or may be entitled to for Land, or Land warrants, or Scrip for Land from the United States, or from the State of Virginia, for services rendered either by my Father or either of the officers aforesaid, In witness whereof I have hereunto set my hand & seal this 28th day of November 1843

James Wallace (Seal)

Rockbridge County to wit

This day James Wallace whose name is affixed to the above deed of transfer, personally appeared before us Wm C Lewis Hugh Barclay Justices of the peace in & for said County & acknowledged the same to be his act & deed given under our hands this 28th day of November 1843.

Wm C Lewis J.P.
Hugh Barclay J.P.

The Register of the Land office at Richmond will issue in my name, delivery to Col Sam'l Mc D Reid, whatever Land warrants may be coming to me by virtue of the within deed of transfer from James Wallace

Jacob M Ruff

Dec 7th 1843

Va L. Office Richmond Dec 15. 1843.

Rec'd of the Register of the Va L. Office, Warrants No's 9049. 9050 9051 & 9052 cp'd to the heirs of Adam & Andrew Wallace Capt'ns in the C. Line.

Sam'l Mc D Reid

State of Virginia
Rockbridge County to wit

I Samuel McD Reid Clerk, of the County Court of said County in said State, do hereby Certify, that William C Lewis and Hugh Barclay, Gentlemen, whose genuine signatures appear to the within Certificate of acknowledgment of James Wallace, now are and were at the date of said Certificate, Justices of the peace in and for said County, duly Commissioned and qualified and that all their Official acts, are entitled to full faith and Credit —

In testimony whereof, I have hereto affixed my Official seal and subscribed my name, at Lexington in said County, the 5th day of October 1850, and in the 75th Year of the Commonwealth

Sam, McD. Reid CKL

Rockbridge County to wit;

I John McClelland Senior & presiding Justice of the County Court of said County in the State of Virginia do hereby Certify that the foregoing Certificate of Samuel McD Reid who is the Clerk of said court is in due form of Law —

Given under my hand and seal this 7th day of October 1850

John McClelland CR

E. F. Partore

Elizabeth Ingsby

to

Jacob Du Puff

(6)

Copied June 40
fee paid

I Elizabeth Grigsby of Blount County, State of Tennessee, being one of the heirs & devisees of Samuel Wallace died of Rockbridge County Va, who was heir at law to Capt Adam Wallace, Capt Andrew Wallace and Lieut James Wallace Officers in the Va line or Continental establishment do hereby, for valuable consideration assign & transfer to Jacob M Ruff any undivided interest that I have or may be entitled to for Land, or land warrants or scrip for Land from the United States or from the State of Virginia, for services rendered by my Father or either of the Officers aforesaid, And I do further authorise & direct John Ruff of Rockbridge cty Va, who has my power of Attorney to convey to the aforesaid Jacob M Ruff any Land ~~warrants~~ or scrip he may be entitled to on the above assignment, in witness whereof I have hereunto set my hand & seal this 21st day of November 1838.

Test

Elizabeth Grigsby

Elizabeth C Grigsby

Jd Greenfield

J. Lewis Jas. M.C.

Know all men by these presents that I, John Ruff, late of the County of Rockbridge and State of Virginia, Attorney in fact for the within named Elizabeth Gregory of the County of Blount in the State of Tennessee, do hereby by virtue of the authority vested in me by her letter of Attorney and by the divisions contained in the within, hereby assign over and transfer to the within named Jacob M Ruff, all right title and claim to any and all, the land warrants or scrip that the said Elizabeth Gregory may be entitled to; as he being one of the heirs & devisees of Samuel Wallace dec'd & he being the heir at law of the person named in the within & I hereby set my hand and seal this 10th day of December 1833.

Test

Andrew Wallace
Mapilord Sehorn

John Ruff (Seal)
Attorney in fact for Elizabeth Gregory

Filed and recorded June 30th AD 1853
In Book No 16 page 365. Wm M Robinson recorder
of Union County Ohio
fee paid

Lucile M Duff
vs
A A Williams
et al

Cost Bill
made
Record

Decree of Partition
June Term 1853
Cost bill made
Record

1857

Jacob M Ruff et als
vs
Amos A Williams et als

Chancery — In the Court of Common Pleas of Union County, Ohio.

Depositions will be taken in this case by the Complainants, at the Office of William C Lewis Esq, and at the residence of Mrs Margaret Graham, in the town of Lexington, in the County of Rockbridge and State of Virginia on the 22nd day of October A.D. 1852 between the hours of nine A.M. and nine P.M. and to be continued the next day if necessary.

September 15th 1852

Stanton & Allison Solrs
for Complainants.

Service ackn.d Sept. 16
1852 Wm H Andrews
for parties defts whose demurrer
was filed in this case & who are now
living —

Depositions of Witnesses taken in a Cause pending in the Court of Common Pleas of Union County in the State of Ohio, Wherein Jacob M. Ruff and Others are Plaintiffs. and Amos A. Williams and others are defendants. On Saturday the 23d day of October 1852 between the hours and at the place specified in the Notice hereto attached. Present E. F. Paxton attorney for the Plaintiffs Defendants not present.

Margaret Graham of Rockbridge County and State of Virginia, of lawful age, being first duly sworn by me as hereafter certified deposeth & saith

Question first by Plaintiffs Counsel,

State whether you Knew Samuel Wallace who was the Brother of Adam Wallace an Officer in the Continental line, in the War of the Revolution?

Answer, I Knew Samuel Wallace, he lived in this place. I did not Know Adam Wallace personally I have always understood and it was generally believed in the Neighborhood, that, Adam Wallace was the Brother of Samuel Wallace, and was an Officer in the Continental line. and it was always understood that he was Killed or died in the Service

Question, Second by Same,

State whether you Knew any of the children of Samuel Wallace, and what was their names?

Answer I Knew two of his Daughters. Elizabeth Who married Charles Grigsby and. Martha Who married John Ruff. I do not think that he had any other daughter. He had sons but I was not personally acquainted with them.

No further questions being asked further the deponent saith not.

Margaret Graham

Charles Varner another Witness for the Plantiffs of Rockbridge County and State of Virginia of lawfull age being first duly sworn by me as hereafter certified deposeth and saith.
Question 1st by Plantiffs Counsel. State what you know of the heirs of Samuel Wallace, who was the Brother of Adam Wallace an Officer in the Revolutionary War.
Answer. Samuel Wallace died before I can remember, I have always understood that he was the Brother of Adam Wallace. it was the general belief in the family when I first become acquainted with them and since that time. That said Samuel Wallace had but six Children who arrived at the age of maturity. Their names were James, William, Andrew, Anderson Mrs Elizabeth Gregsby, Martha Wife of Jno Ruff. William died without issue.
Andrew an other son is dead leaving five Children, to Wit: William, Andrew, Joseph B. Alexander, & Rebecca Schoon. he had other Children but they have died without issue all of the Children of Andrew Wallace are ~~now of~~ above the age of twenty one years.

Anderson Wallace another son of Samuel Wallace, is dead leaving the following Children, William who has died without issue, to the best of my Knowledge and belief. Elizabeth who married William A. Atkinson and is dead leaving issue. Samuel who is now living, Susan who is now the Widow of Ward.
~~Elizabeth Wallace~~ & Martha Wallace a Daughter of Samuel Wallace who married

John Ruff is dead leaving the following heirs. Jacob M. Ruff, ~~Amanda Shelton~~ who is now living and who is above the age of twenty one years. Amanda Wife of Jacob Shelman who has died. She had but four children. Three of them are now living, to wit. John, Samuel, & Magdalen. The other who was named ~~Amanda~~ Martha intermarried with Alexander Wilson and is dead leaving but one Child Rebecca Imboden an other Child of Martha Ruff Dec'd. is the Widow of Henry Imboden deceased. is now living and above the age of twenty one years. Magdalen Spriggs wife of Joseph Spriggs mother Daughter of Martha Ruff deceased. is now living and above the age of twenty one years. Susan P. Martin ~~P. Martin~~ Wife of John S. Martin another Daughter of Martha Ruff deceased is now living and above the age of twenty one years. Martha Finley Wife of John Finley an other Daughter of Martha Ruff deceased is now living and above the age of twenty one years. John A Ruff an other Son of Martha Ruff deceased, is now living. and above the age of twenty one years. William Ruff an other Son of Martha Ruff deceased. is now living and above the age of twenty one years. Samuel W. Ruff an other Son of Martha Ruff deceased is dead. leaving two Children. Jane an other Daughter of Martha Ruff intermarried with Magdalen Spriggs but one Child. her name is dec'd is dead, leaving Jane Schorn. ~~The~~ Martha Ruff deceased had no other Children who are now living or have died leaving issue.

Susan W. Ward Widow of Ward

and Samuel Wallace whom I have named as Children of Anderson Wallace deceased are above the age of twenty one years.
No further questions being asked further this deponent saith not.

Chas. Varner

Also David Hutchison of the County of Rockingham and State of Virginia of lawful age, being first duly sworn by me, as hereafter certified, deposes and says,"

Question 1st by Plaintiffs Counsel.

State whether you were acquainted with Anderson Wallace, Andrew Wallace, and Martha Wife of John Ruff and whether they are now living.

Answer. I was acquainted with them they were the reputed Children Samuel Wallace dec.d and they are all dead.

Question 2nd by Same

State what you know of the heirs of the said Anderson Wallace deceased.

Answer. He had but 4 Children, they were first William, who is dead without issue, Susan Wallace who is now the Widow of Ward and is above the age of twenty one years Sam.l who is now living and above the age of twenty one years, Elizabeth who intermarried with W. H. Atkinson who is now dead leaving as I am informed and believe three Children

Question 3d by Same

State what you know of the heirs of Andrew Wallace deceased's ~~Children~~.

Answer he has five Children now living their names are as follows, William, Andrew, Joseph B. Alexander, and Rebecca Schorn wife.

of Marion Schoon. They are all above the age of twenty one years. If he ever had other Children they died young, and without issue

Question 4th by same

State what you know of the heirs of the said Martha Ruff deceased,

Answer Martha Ruff dec. had the following Children, Jacob M. Ruff, Amanda Shellman deceased Wife of Jacob Shellman, Rebecca Imboden Widow of Henry Imboden deceased Magdalen Spriggs Wife of Joseph Spriggs Susan P. Martin Wife of John S Martin, Martha Finley Wife of John Finley, John A. Ruff, William Ruff, Samuel W. Ruff, Deceased Jane Schoon Dec. Wife of Mazalin Schoon deceased. Amanda Shellman Deceased Samuel W. Ruff deceased, & Jane Schoon deceased. have left issue Martha Ruff deceased had an other daughter whose name was Elizabeth who intermarried with Reuben McNutt, and who died without issue, The other Children of Martha Ruff deceased whose names I have mentioned are now living and above the age of Twenty one years. I never have heard of any other Children of the said Martha Ruff deceased, and I am induced to believe from my acquaintance with the family, that if She had had other Children I would have known it.

No further Question being asked further this deponant saith not.

David Hutcheson

I William C. Lewis a Justice of the Peace for the County of Rockbridge in the State of Virginia. do hereby certify that the above named Margaret

Graham, Charles Varner, and David Hutcheson were by me first duly sworn, to testify the truth the whole truth and nothing but the truth, and that the foregoing depositions, by them respectively subscribed were reduced to writing by me, and were taken on Saturday the 23rd of October 1852 between the hours and places and at the places specified in the enclosed notice. in Testamony whereof I have hereunto set my hand this 23rd day of October 1852

Wm. C. Lewis
Justice of the Peace

Virginia:
Rockbridge County, to wit.

I Charles Chapin Clerk of the County Court of Rockbridge in the State of Virginia do hereby certify that William C. Lewis, whose genuine signature appears to the foregoing certificate, is and was at the time of signing the same an acting justice of the peace in and for said County [illegible] commissioned and qualified according to law.

[illegible] testimony [illegible] my name and annex the seal of said Court at Lexington this 23d day of October 1852 and in the 77th year of the Commonwealth

C. Chapin

Witness Fees. Charles Varner ..... 50 cts
" " David Hutcheson ..... 50.
Commissions for W. C. Lewis Justice Peace
3½ hours @ 75 cts .... $ 2 62½
Clerks certificate 37
County Seal 1 75
$ 5, 74½

Charged to Plaintiffs.

W. C. Lewis J.P.

Decree on Reply
to
John H Andrews et al

Filed June 21st 1854
James Lynn Clk

No 11

ORDER OF SALE.

Jacob M. [illegible] et als vs John W Andrews et als

BY virtue of an order to me directed from the court of common pleas of the county of Union and State of Ohio, I will offer for sale at the door of the court house in said county, on the 20th day of June, A D 1854, between the legal hours of ten o'clock A M and four o'clock P M the following described real estate to wit, being part of survey No 2875 bound as follows, to wit:— Lot No 3 in the report of the commissionors in said partition, beginning at a sugar tree and hickory N E corner of the original survey running thence with the original line of the survey south 53 W 120 poles to a stake corner to lot No two; thence with the north line of the survey south 36 E 120 poles another corner of lot No two; thence with another line north 55½ E 120 poles to a stake in original line of the survey another corner of lot No two; thence with the original line of the survey N 31 W 120 poles to the beginning, containing ninety acres and one hundred poles.

One half of the purchase money in hand on day of sale—the balance in one year from the day of sale, to be secured by mortgage on the premises; appraised at $453:53½.

W. C MALIN, *Sheriff*,
and special master.

may 17, '54. n35w4pf$3,75.

John B Coats being duly affirmed says that a copy of the annexed notice was published in the Marysville Tribune of which he is the publisher for more that thirty days prior to the day of sale, and that said newspaper was then in general circulation in said county

John B Coats

Affirmed to and subscribed before me this 21st day of June AD 1854

James Dunn Clerk

In Union Com Pleas

Jacob Ruff. Et als
vs
Amos A Williams
Michael L Sullivant Et als

Filed March 5 1853
James Lyons Clerk

7

Stanton & Allison.

Abstract this writ on Michael L. Sullivant Personally by Co Co
March 3d 1853

Fees $1.00

John Stanton Sheriff

The State of Ohio, Union County, ss: Franklin

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

We command you to summon Michael L Sullivant

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 a Bill of Review in chancery, exhibited against him & others by Jacob M Ruff & others

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court, at Marysville, the 28th day of February A. D. 1853

James Turner Clerk of Common Pleas.

No. 51-CH-18

Union Common Pleas Court

Jacob M. Ruff et al
Plaintiff,

against

J. W. Andrews et al
Defendant.

JUN TERM 1853

Decree for Plaintiff

Journal 5 Page 235

Record No. 6-7 Page 122 452

Ex. Doc. A Page 358

Jacob H Ruff
and others
vs
John W Andrews
Ex of Lyn Starling
and others

In Chancery

This day came the complainants and ~~moved the Court~~ produced the proceedings and report of the Sheriff and the Commissioners herein for appointed in this cause, and the same being examined by the Court, and found in all respects correct and in conformity with the law and the former order and decree of this Court, On motion of said Complainants by Stanton & Allison their Counsel; It is ordered that said report and proceedings be and the same are hereby approved and confirmed and that said parties hold the several shares set off and assigned to them, in manner and form as the same was assigned, and in pursuance of the former order of this Court in this cause; except as to the ninety acres of land described as Lot No 3 in the return of said Commissioners as to which said Commissioners have reported that the same cannot be partitioned in the manner commanded by said Writ and decree and said Commissioners having

returned an appraisement of said lot mentioned premises which is hereby approved and confirmed; ~~It is~~ And neither of said parties having elected to take said premises at the appraised value thereof, It is ordered that ~~this~~ as to said lot No 3, this cause be continued for election by the parties entitled thereto.

Chancery Case File

Case No. 1851-CH-0019

No. 51-CH-19

Union Common Pleas Court.

Baldwin Dibble & Clark
Plaintiff,

AGAINST

James Fullington
Defendant.

JUN TERM. 1852

Dismissed

Journal 5 Page 108

Record No. Page

Ex. Doc. A Page 181

Chy No ~~11~~ 46

Baldwin Dibble & Wife

vs

James Fullington &
Charles Phillips. admrs &c
Als —

Cost Bill
made

No Record

Union Com Pleas

Baldwin Delbee & Wife
vs
James Fullington &
Charles Phelps
Admrs of Moses Fullington
& others —

Bill in Chancery

Filed July 1. 1851.
Ja Kirkpatrick for CM

Copied by K

Mr Laurence
for Pltffs.

Baldwin Delblee & Wife
vs
The admr of Moses
Wellington dec'd et al

} Union Com Plas
2 Causes in Chancery

In these two cases either party may require an issue to a Jury to try the question of fact in the causes; all objections to suits being in Chancery & not at law waived

Sept 29. 1851

Wm Saunders
for Defts

Lawrence
Atty for Plffs.

To the Court of Common Pleas of Union County Ohio when in Chancery sitting

Respectfully represents unto your honors your orators Joshua Baldwin, John W. Baldwin, Ezra R. Dibblee and John C Work late partners trading under the name style firm of Baldwin Dibblee & Work that previous to the 30th day of May A.D. 1848 Samuel C Franklin Devanzil Hinchild & Moses Hullington entered into partnership in the mercantile business at or near the town of Woodstock Champaign County Ohio and afterwards traded and did business as merchants at said town for more ~~than or~~ eighteen months under the partnership name of Moses Hullington Co" and "S.C. Franklin Co": That during the continuance of said partnership, to wit on the 31st day of May A.D. 1848 the said Franklin, Hinchild & Hullington by & under the partnership name of "Moses Hullington Co" executed to said Baldwin Dibblee & Work of New York their promissory note for the sum of six hundred and twenty three Dollars and thirty three cents payable to said Complainants by & under their partnership name & style of Baldwin Dibblee & Work at their office in New York in six months after the date thereof a copy of which note is hereunto filed marked "A" and made part hereof: that the period for the payment of said note has long since elapsed & the same is now & for a long time has been wholly due & unpaid

Your orators also represent that during the fall season of the year 1850 the said Samuel C Franklin & Derangel Fanchild suddenly secretly & without ~~your orators~~ knowledge of their intention to go left the State of Ohio and went into the State of Illinois where they still remain - the precise point in that State where they have settled down & may be found your orators have not learned altho' they have made diligent enquiry to ascertain, but your orators state and charge it to be true that they are wholly insolvent and worthless. and they have no assets of said firm nor are there any assets or property of said partners belonging to said firm out of which your orators claim can be satisfied except such as are now in the hands of said administrators

Your orators also represent that the said Moses Fullington died during the Spring & summer of the year 1850 leaving a very large & wealthy estate abundantly able to pay all his debts & the debts of said firm & more: he was a man of great wealth & could command credit to a large amount wherever known. Since his death James Fullington and Charles Phellis have been appointed his administrators by this honorable Court the deceased having at the time of his decease resided in this County & his said administrators who are duly qualified reside the said James in Union County & said Charles in Madison County Ohio

On the 26th day May 1851 your orators presented their said note to said administrators for acceptance & requested them to endorse their allowance on said claim as a valid claim against said estate but they refused to pay the same & refused to endorse their allowance of said claim but rejected the same -

Your orators represent & charge that it was in consequence of the association of said Moses Hallington with said firm & in faith of his name ~~& credit of his name~~ that the credit induced by said note was given for said goods sold to said partnerships: that without the aid of his name & his association as partner that the credit would not have been given: that the estate of said Moses Hallington is chargeable alle to pay said notes & all claims against it while said Franklin & Hanchild are insolvent so that unless the said administrators of said Moses Hallington shall be held to pay said note your orators are & will be wholly unable to collect said note or any part thereof: that said Moses Hallington was interested in the purchase of the goods for which said note was given & authorized the same & the making of said note which was given at the date thereof for goods sold & delivered by your orators to said Hallington &c.: that said Hallington well knew that said goods were purchased on the faith of his credit & received in part or all the benefit of said goods & was either in partnership as aforesaid or with one or both of said persons but said Franklin & Hanchild: that said Hallington at all events authorized said Hanchild to buy said goods & to make said Moses Hallington responsible therefor & at all times held himself out as liable for the same

That your orators are without adequate remedy at law

Your Orators therefore pray that said James Hallington Charles Phelps as administrators of said Moses Hallington and said Franklin & Fairchild may be made defendants to this Bill & be required to answer the same but not under oath and that upon the hearing of this cause said administrators & defendants may be decreed to pay said note out of the assets of said estate & for such other & further relief as may be equitable & just: That the usual subpoenas issue against said defendants & that said non-resident defendants Franklin & Fairchild be made defendants by publication

Wm Lawrence
Solr for Complts

Exhibit "A"

$623.33 New York May 31st 1848

Six months after date we promise to pay to the order of Baldwin Dibble & Work at their office Six hundred twenty three 33/100 dollars

Value received

No 1083 Due 31/3 Dec

Moses Hallington Ho

Union Com Pleas

Baldwin Hilles & wife

v

James Fully & others

Phillips adm of Moses

Fullington & others

Writ

Filed July 1, 1857

James Kirkpatrick for Clerk

We hereby acknowledge service of the within writ
July 1st A.D. 1857.

Charles Phillips
James Fullington

Served by acknolagement by Charles Phillis and
James Fullington July 1st 1857

Fee Mileage	5
Serv	55
	60

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James Fullington & Charles Phelps administrators of the Estate of Moses Fullington deceased

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 ~~on the first day of the next Term thereof~~, to answer a Bill in chancery, exhibited against them & others by Joshua Baldwin, John W. Baldwin Ezra R. Dibble and John C. Work late partners trading under the name style & firm of Baldwin Dibble & Work —

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the first day of July A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

Baldwin Debler
et al
vs
Fullington's adm's
et al

Answer of
Fullington's adm's

Filed October 1. 1857
James Kirkpatrick pr Clerk

The Answer of James Fullington and Charles Fellis administrators of the estate of Moses Fullington dec^d to the bill filed by Baldwin Sebler & wife

Union Complain

Saving all exceptions &c the said respondents answer and say:

They deny that any partnership whatever existed between the said Moses Fullington and the said Frankle and Fanchild or either of them as set forth in said bill. Respondents admit the decease of said Moses and the appointment of Respondents as his administrators as alleged in said bill. And as to all other matters alleged in said bill Respondents know nothing and therefore deny the same and require full proof &c

Swan & Andrews
Sol^rs for defts

No. 51-CH-20

Union Common Pleas Court.

John Stewart Jr. Co
Plaintiff,

AGAINST

James Cullington et al
Defendant.

JUN TERM. 1852

Dismissed

Journal 5 Page 108

Record No. Page

Ex. Doc. A Page 181

The J. D. Smith Co., Springfield, Ohio.

Chy No. ~~5~~ 47

John Stewart Jr & Co

vs

James Fullington et als

Opt Bill

Answer

No Rec'd

Union Com Pleas

John Steward Jr & Co

vs

James Fullington
et als

Bill in Chancery

Filed July 1. 1857
Ja A Kirkpatrick p Clerk

Stanton & Allison

To the Honorable Court of Common Pleas within and for the County of Union, Ohio, when in Chancery sitting.

Your Petitioners John Steward Jr. - John P. Yelverton & Lycurgus Edgerton, partners in business under the name and style of John Steward Jr. & Co. of the City of New York respectfully represent, that previous to the 1st day of June A.D. 1848 Moses Fullington, Samuel C. Franklin, & Serangel Fairchild entered into partnership in the Mercantile business at the Town of Woodstock Champaigne County, Ohio, and afterwards traded and did business as merchants at said town for a year or eighteen months, under and by the partnership names of Moses Fullington & Co. and S. C. Franklin & Co. That during the continuance of said partnership, to wit, on the 1st day of June 1848 the said Fullington, Franklin & Fairchild by and under the partnership name of Moses Fullington & Co executed to your petitioners their promissory note for the sum of three hundred and eighty four & 4/100 dollars, payable six months after the date thereof, which period has long since elapsed - That there was paid on said note by the said Moses Fullington & Co. on the 17th day of May A.D. 1849 the sum of Two hundred and fifty dollars, which is endorsed on said note - The ballance is wholly unpaid -

Your Petitioners further represent that the said Fullington, Fairchild and Franklin, afterwards and during the continuance of the partnership, to wit, on the 19th day of May 1849 by and under the said partnership name of "S. C. Franklin & Co." executed to

your Petitioners their certain other promissory note for the sum of Four hundred and seventy five & 28/100 Dollars payable six months after the date thereof which period has now elapsed, yet the same remains wholly unpaid. That both of said notes were executed in the City of New York and State of New York, and draw seven per cent interest since due. That copys of said notes & payment, together with the disallowance by the administrators of said Moses Fullington, are herewith filed, marked A. & B. and made a part hereof. That said notes were given for goods purchased for and sold to the said partnership.

Your Petitioners further represent that during the last fall the said Samuel C Franklin & Gerangel Fairchild, suddenly, secretly, and without your Petitioners knowledge of their intention to go, left the State of Ohio, and went (as your Petitioners are informed and believe) into the State of Illinois where they still remain - the precise point in that State where they have settled down & may be found your Petitioners after diligent enquiry have not learned. But your Petitioners state & charge it to be true that they are wholly insolvent & worthless.

Your Petitioners further represent that the said Moses Fullington died during the past summer intestate, leaving a very large and wealthy estate, - he was a man of great wealth & could command credit to a large amount wherever known. That since his death James Fullington and Charles Phillis of the said County of Union have been appointed his administrators

by this Court. the deceased having at the time of his decease resided in this County. That on the 1st day of July 1851 and before filing this Bill. Your Petitioners presented said notes to said administrators for payment or allowance, which was refused by them -

Your Petitioners state and charge it to be true that it was mainly in consequence of the association of said Moses Fullington with said firm and in faith of his name that the credit evidenced by said notes was given: That without the aid of his name & his association as partner that the credit would not have been given. That the estate of said Fullington is abundantly able to pay said notes whilst Franklin & Fairchild are insolvent. so that unless the said representatives of said Moses Fullington shall be held to pay said notes, your Petitioners will be wholly unable to collect any part thereof.

Your Petitioners therefore pray that the said James Fullington & Charles ~~Fullington~~ Phellis, as well as also the said Samuel C Franklin & Serangel Fairchild may be made defendants to this Bill & required to answer the same, and that upon the hearing of this cause your Honors would decree that the said James Fullington & Charles Phellis as such administrators may be decreed to pay to your Petitioners the full amount that may then be due upon said notes out of the personal assets of said estate, and for such other and further relief in the premises as may be proper and equitable - &c

By Stanton & Allison
Solrs for Complts

July 1st 1851 This note was presented as a claim against the estate of Moses Fullington decd which is rejected -

C. Phillips
Jas Fullington
Admrs

1848 June 1 Ex note
5 mos 16 days
1849 May 17 By Cash

(A)

3.84.46
12.40
396.86
250.00
$146.86

July 1st 1851 This note was presented as a claim against the estate of Moses Fullington decd which is rejected

C. Phillips
J Fullington
Admrs -

(B)

Filed July 1. 1851
D Kinkaid for Ck

(Copy)

"$384 46/100 New York June 1st 1848.

Six months after date we the subscribers of Woodstock County of Champaigne State of Ohio promise to pay to the order of John Steward Jr & Co. at Three hundred Eight four 46/100 Dollars value received.

John Steward Jr
John P Yelverton
Lycurgus Edgarton

Moses Fullington & Co."

(Copy)

"$475 28/100 New York May 19 1849

Six months after date we the subscribers of Woodstock County of Champaigne State of Ohio promise to pay to the order of John Steward Jr & Co. at Four hundred Seventy five 28/100 Dollars value received.

John Steward Jr
John P Yelverton
Lycurgus Edgerton.

A C. Franklin & Co"

Unm Com Pleas

John Stewart for Ted

vs.

Sat Fullington et als

Sub in ctg

We acknowledge service of the within writ. July 1st 1851

C. Phillips

Jas. Fullington

Filed July 1. 1851
J Kinkade for clerk

Stanton & Allison

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

James Hullington & Charles Phillis
administrators of the Estate of Moses Hullington decesd,

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, ~~on the first day of the next Term thereof~~ Forthwith, to answer a

Bill in chancery, exhibited against them & others by

John Stewart Jr & Co —

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville,

the first day of July A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

No. 51-CH-21

Union Common Pleas Court.

Baldwin Debbs & Work
Plaintiff,

AGAINST

Franklin & Co,
Defendant.

JUN TERM, 1852

Dismissed

Journal 5 Page 109

Record No. No Record Page

Ex. Doc. A Page 181

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

Chy No. ~~#~~ 48

John W. Baldwin etals

vs

Samuel C. Franklin & Co

& others.

Cost Bill

No Record

Union Com. Pleas

John W. Baldwin
Ezra R. Dibble &
John C. Wolf
Partners
vs

Saml. C. Franklin &c
and the admrs. of
Moses Dullington

Bill in Chancery

Filed July 1. 1851
James Kirkade p. clerk

Copied by Kirkade

W. Lawrence
Solr.

To the Court of Common Pleas of Union County Ohio when in Chancery sitting

Respectfully represents unto your honors your orators John W. Baldwin Ezra R Dibble and John C. Work late partners trading under the name style & firm of Baldwin Dibble & Work that previous to the 30th day of May A D 1848 Samuel C Franklin Devanzil Fairchild and Moses Fullington entered into partnership in the mercantile business at or near the town of Woodstock Champaign County Ohio & afterwards traded and did business as merchants at said town for more than 18 months under and by the partnership name of "Moses Fullington & Co" and "S. C. Franklin & Co": That during the continuance of said partnership, to wit on the 17th day of May A D 1849 the said Franklin, Fairchild and Fullington by and under the partnership name of "S. C. Franklin & Co" executed to said Baldwin Dibble and Work of New York their promissory note for the sum of seven hundred and fifty seven Dollars and sixty six cents payable to said Complainants by and under their partnership name of Baldwin Dibble & Work at their office in New York in six months after the date thereof a copy of which note will be filed herewith marked "A" and made part hereof: That the period for the payment of said note has long since elapsed & the same is now and for a long time has been wholly due and unpaid Your orators also represent that during the fall season of the year

1850 the said Samuel C Franklin and Deranzil Fairchild suddenly secretly and without your Orators knowledge of their intention to so left the State of Ohio and went into the State of Illinois where they still remain - the precise point in that State where they have settled down may be found your Orators have not learned altho' they have made diligent enquiry to ascertain but your orators state and charge it to be true that they are wholly insolvent and worthless and they have no effects of said firm nor are there any effects or property of said partners belonging to said firm out of which your orators claim can be satisfied except such as are now in the hands of the said Administrators

Your Orators also represent that the said Moses Hullington died during the Spring or summer of the year 1850 leaving a very large & wealthy estate abundantly able to pay all his debts & the debts of said firm & more: he was a man of great wealth & could command credit to a large amount wherever known - since his death James Hullington and Charles Phillis have been appointed his administrators by this honorable Court the deceased having at the time of his decease resided in this County this said administrators who are duly qualified reside the said James in Union County & said Charles in Madison County Ohio

On the 30th day of June 1851 your Orators presented their said note to said

administrators for acceptance & requested them to endorse their allowance on said claim as a valid claim against said estate but they refused to pay the same & refused to endorse their allowance of said claim but rejected the same. Your orator represent the charge that it was in consequence of the association of said Moses Fullington with said firm & on faith of his name that the credit induced by said note was given for said goods sold to said partnership: That without the aid of his name & his association as partner that the credit would not have been given: That the estate of said Moses Fullington is abundantly able to pay said notes & all claims against it while said Franklin & Fairchild are insolvent so that unless the said administrators of said Moses Fullington shall be held to pay said note your orators are & will be wholly unable to collect said note or any part thereof: That said Moses Fullington was interested in the purchase of the goods for which said note was given & authorized the same & the making of said note which was given at the date thereof for goods sold & delivered by your orators to said ~~J. C. Franklin~~ & Co: That said Fullington well knew that said goods were purchased on the faith of his credit & received in part or all the benefit of said goods & was either in partnership as aforesaid or with one or both of said persons, trust said Franklin and Fairchild: That said Fullington

at all events authorized said Franklin & Fairchild to buy said goods and to make said Moses Fullington responsible therefor & at all times held himself out as liable for the same: That your orators are without adequate remedy at Law

Your orators therefore pray that said James Fullington & Charles Phelps as Administrators of said Moses Fullington and said Franklin & Fairchild may be made defendants to this Bill and be required to answer the same but not under oath and that upon the hearing of this Cause said Administrators & defendants may be decreed to pay said note out of the assets of said estate and for such other & further relief as may be equitable & just: That the usual of subpoena issue against said defendants and that said non-resident defendants Franklin & Fairchild be made defendants by publication

Wm Lawrence
Solr for Pltffs.

Balve Debt
& Wash
v
Hullfish
as to costs

Filed Septr 30. 1857
D Kirkwood p clerk

3/1975
69

Bulow Estate & wife
v
Hillsgrove } Chy 2 Cases

Counsels are to be taxed and
pay costs of publication

Sept/05

Wm Lawrence
Pltffs Atty-

Union Com. Pleas

John W Baldwin
Ezra R Dibbly &
John L Work
Partners
vs

Saml C Franklin Adm
and the admrs of
Moses Fullington

Dubin cty

Filed July 1. 1857
Z A Kirkpatrick Clk

We acknowledge service
of the within writ
July 1st. 1857

Charles Phelps

James Fullington

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James Fullington & Charles Phillis administrators of Moses Fullington decsd.

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, ~~on the first day of the next Term thereof~~ Forthwith, to answer a — Bill — in chancery, exhibited against them & others by John W. Baldwin, Ezra R. Dibble & John C. Work. late partners trading under the name style & firm of Baldwin Dibble & Work

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the first day of July A. D. 1857

James Kinkade Jr Clerk of Common Pleas.

John N Baldwin
et al

vs

Fullerton's Adm'rs

Answer of
Fullerton's Adm'rs

Filed October 1st 1857
James Kirkpatrick p. clerk

The Answer of James Fullington and Charles Fillis administrators of the estate of Moses Fullington dec^d to the bill filed by John W Baldwin et al

Union Com Pleas

Saving all exceptions &c to the bill &c the said Respondents answer and say:

They deny that any partnership whatever existed between the said Moses Fullington and the said Franklin & Fanchild or either of them as set forth in said bill. Respondents admit the decease of the said Moses and the appointment of Respondents as his administrators as alleged in said bill. And as to all other matters alleged in said bill Respondents know nothing and therefore deny the same and ask for full proof &c

Swan & Andrews
Solrs for defts

Baldwin Dibble & Hall
vs
Fullington & others
& S. C. Franklin & Co

Filed Septr 30. 1857
Ja Kirkwood p. clerk

Chancery Notice.

SAMUEL C. FRANKLIN & Deranzil Fairchild of the State of Illinois are notified that on the first day of July, A. D. 1851, Joshua Baldwin, John W. Baldwin Ezra R. Dibble and John C. Work late partners as Baldwin, Dibble and Work, filed in the Court of Common Pleas of Union County Ohio, a Bill in Chancery against them and against James Fullington and Charles Phelis as Administrators of Moses Fullington deceased of said Union County, which charges that on the 31st day May 1848, said, Franklin Fairchild and Moses Fullington by their partnership name of Moses Fullington & Co., executed their note payable to said Baldwin, Dibble and Work for $623,33, at the office of said payees in New York six months after the date thereof.—Said Franklin and Fairchild are notified that on the 1st day of July 1851, John Baldwin, Ezra R. Dibble and John C. Work partners as Baldwin, Dibble and Work, filed another Bill in Chancery in said Court against the same defendants, which avers that on the 17th day of May 1849, said Franklin, Fairchild and Moses Fullington by their partnership name of S. C. Franklin & Co., executed their note payable to said last named Baldwin, Dibble and Work, for $757,66, at the office of said payees in New York, six months after the date thereof. Said Bills charge that previous to May 30, 1848, and for more than 18 months afterwards said Franklin, Fairchild and Moses Fullington were partners under said names of "Moses Fullington & Co.," and "S. C. Franklin & Co.," and did business in and near Woodstock, Champaign county Ohio, and elsewhere: that each assented to and authorized the making of said notes which were given for goods sold by the complainants in said Bills to said partners that said notes are due and unpaid; that in the fall of 1850, Franklin and Fairchild, secretly left the State of Ohio, and ever since, and now reside in Illinois and are insolvent and have no assets of said partnership, and there is no means of securing said notes except from the Estate of Moses Fullington. The Bill prays for decrees against all of said defendants for the amount of said notes and to require each and all of defendants to pay the same, to wind up the partnership affairs and for relief generally. The defendants are notified that unless they appear and plead, answer or demur to said Bills respectively within sixty days after the next term of said Court the complainants at the term next after the expiration of said sixty days, will apply to said Court or the Court then having cognizance of said causes to take the matters of said Bills respectively as confessed and to decree thereon accordingly.

WM. LAWRENCE,
Sol. for Complainants.
July 15, 6w

I C S Hamilton do hereby certify that I am publisher and proprietor of the Marysville Tribune, a weekly paper published and in general circulation in Union County, and that the annexed notice was published for six consecutive weeks in said paper after the fifteenth day of July and prior to the 29th day of September A D 1851.

C. S. Hamilton

Sworn to and subscribed in open Court this 30th day of September 1851.

Ja Kirkpatrick Jr clerk of Union Common Pleas

Pr fee $8,75

No. 51-CH-22

Union Common Pleas Court.

Emily Fairfield adm'x,
Plaintiff,

AGAINST

Jacob Fairfield et al
Defendant.

JUN TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 111

Record No. 6 Page 185

Ex. Doc. A Page 179

Chy No 49

Emily Fairfield Admrx.

vs

Jacob Fairfield et als

Ne. decree fixing ~~the of Abraham & Isaac~~ the interest to be held to dower in the estate after by meas of partition may be made, ~~that~~ the premises be otherwise & sold, that one of the partitioners may the vendors bid give bond & the residue be brought into Court & lay

Recorded

Recorded

Union Common Pleas

Emily Fairfield Adm.tr

vs

Jacob Fairfield, Sybil E Fairfield & Timothy E Lucell &c

Petition to sell land

Filed July 2, 1857
James Kirkade Jr Clerk

Curry & Robinson Solrs in pet.

To the court of Common Pleas of the county of Union and State of Ohio

Your petitioner, Emily Fairfield, Administratrix of the of the estate of George W. Fairfield Decd. respectfully represents that the total value of the personal estate and effects of the said decedent is, as near as can be ascertained five hundred and fifty eight dollars & fifteen cents which will more fully appear from the certificate of the Clerk of this court here with filed and marked (A) — That the amount of debts owing by the decedent, as near as they can now be ascertained amount to one thousand three hundred and thirty seven dollars and seventy three cents, and the amount of the charges of Administration to forty five dollars — The personal estate and effects are insufficient to pay said debts — The said decedent had an equitable title in the following real estate, situate in the County of Union and state of Ohio, described as follows, to wit a part of survey No. 4071 entered in the name of Eliza beth Rickman, Beginning on the west line of said survey, where said line crosses the old Delaware road, thence with said line N. 10. W. 88 poles to a stake in the State road leading from Springfield to Delaware, thence with the said road N 39. E. 45 poles and two links to a stake in the said road, thence S 10. E. 94½ poles to a stake in the old Delaware road, thence with the said road S 46 W. 41 poles and twenty two links to the place of beginning, containing twenty acres, more or less — Also, one other tract of land lying in the same County and state as the above; bounded and described as follows, to wit, Being part of survey No. 4071 on the waters of Buck run

commonly so called, beginning at a stake on the old Delaware road leading from Milford to Delaware, running N. 10. W. to a stake on the new road leading from Milford to Marysville, from thence with said road N 39 E. 118 poles to a stake in the north line, thence N. 80. E. 23 poles to two iron wooods, in the line, thence S 17. E. 112 poles to a stake in the old Delaware road, thence with said road 14 poles to a stake, thence S. 63 W. 68 poles to a sugar tree, thence S 47. W. 62 poles to the place of begining, containing Eighty acres, be the same more or less. — The decedent had an Equitable title in the above described lands and tenements by virtue of a certain title bond, A copy of which is hereby filed, marked (13) Dated January 1st AD 1849, executed and given by Jacob Fairfield to George W Fairfield, the now deceased, whereby the said Jacob Fairfield bound himself to convey to the said George W Fairfield and his heirs the above described lands and tenements, by a deed of general warranty — There is yet remaining of the purchase money for said premises, twelve hundred dollars, which is to be paid to the said Jacob Fairfield, who holds the legal title for said premises

The decedent died, leaving Emily Fairfield (your petitioner) his widow, who is entitled to dower in said premises

The decedent left the following named person to wit, Sybil E Fairfield his only child, who is the only heir, having the next estate of inheritance in the above described premises

Your petitioner prays that Jacob Fairfield and Sybil E Fairfield and Timothy H Ellwell

her guardian, be made parties defendants to this petition. That the dower of the said Emily Fairfield (your petitioner) may be set off. the several rights, liens &c of the above named defendants be adjusted &c and that your petitioner may be ordered to sell said real estate &c & such other relief may be granted your petitioner as seemeth just & right

By Curry & Robinson
Sol^rs for Pet^r

Issue a subpoena for the parties defendants in the above case, returnable forthwith —

Curry & R

Union Com Pleas

Emily Fairfield Admrx
vs
Jacob Fairfield et als

Sub in ch

Filed July 3. 1851
Jas Kirkade pr Clerk

2

Henry Robinson Soltr
for Petitioner

Arrd this writ July 2nd by delivering to the within named Jacob Fairfield a certified copy of this writ

Amel Moon Sheriff Hardin Co April 6 Fees Field a certified copy of this writ July 3rd 1851

Geo Milage 35
Fees 75
copy 60
1.60

William L. Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Jacob Fairfield, Sybil E. Fairfield and Timothy H. Elwell —

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, ~~on the first day of the next Term thereof,~~ forthwith to answer a Petition to Sell Land ~~in chancery~~, exhibited against them — by Emily Fairfield Administratrix of the Estate of George W. Fairfield deceased —

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the Second day of July A. D. 18 57

James Kinkade Jr Clerk of Common Pleas.

Minr Com Pleas

Copy of Title Bond
Jacob Fairfield

(B)

Filed July 2, 1857
J Kinkead p clk

Milford to Marysville, from thence with said road N 37 E 18 poles to a stake in the north line, thence N. 80 E. 23 poles to a iron wood in the line, thence S 17. E 112 poles to a stake in the old Delaware road, thence with said road 14 poles to a stake, thence S 63 W. 68 poles to a sugar tree, thence S 47. W. 62 poles to the place of beginning, containing eighty acres, be the same more or less. It being the land that Joseph Morse died seized of and last occupied - In consideration whereof the party of the second part agree to pay the said party of the first part the sum of fourteen hundred dollars, two hundred dollars on the 1st day of January AD 1851, two hundred dollars on the 1st day of January AD 1852, two hundred dollars on the 1st day of January AD 1853, two hundred dollars on the 1st day of January AD 1854, two hundred dollars on the 1st day of January AD 1855, two hundred dollars on the 1st day of January AD 1856, two hundred dollars on the 1st day of January AD 1857 from which the said party of the second part has executed his several promissory notes of even date herewith. And the said party of the second part further agrees to pay all taxes and assessments of every kind and nature assessed upon the premises from and after this date

In witness where, the parties have hereunto set their hands & seals this day & year first above written

Executed in presence of
David Burnham
Harrison Rice

Jacob Fanfield (Seal)
George W Fanfield (Seal)

Article of Agreement Made this first day of January AD eighteen hundred and forty nine, by and between Jacob Fairfield of Union County Ohio of the first part and George W Fairfield of the same County and State of the second part witnesseth that the party of the first part in consideration of the premises hereinafter mentioned, agree to sell and convey by deed of general warranty to the party of the second part his heirs and assigns forever upon full payment being made therefor the following premises, situate in the County of Union Ohio, and bounded and described as follows, to wit, a part of Survey No. 4071 entered in the name of Elizabeth Pickman, Beginning on the west line of said survey where said line crosses the old Delaware road, thence with said line N. 10, W. 88 poles to a stake in the state road leading from Springfield to Delaware, thence with said road N. 39, E. 45 poles, and two links to a stake in said road, thence S. 10, E. 94½ poles to a stake in the old Delaware road, thence with said road S. 46 W. 41 poles and twenty two links to the place of beginning, containing twenty acres be the same more or less

Also one other tract of land lying in the same County & State as the above, Bounded and described as follows, to wit, it being a part of survey No. 4071 on the waters of Buck-run so usually called - Beginning at a stake on the old Delaware road leading from Milford to Delaware, running N. 10 W to a stake on the new road leading from

Emily Fanfield Adm'x
of George W Fanfield dec'd

vs

Jacob Fanfield
et als

Notice of sale

Filed June 14 1852
James Downer Clerk

SALE OF REAL ESTATE.

On the 4th day of March, A. D. 1852, at one o'clock, P. M. at the door of the Court House, in the town of Marysville, will be sold to the highest bidder the following real estate, as the property of George W. Fairfield deceased, to wit: part of survey No. 4071 in Union county, Ohio, beginning at the west line of said survey where said line crosses the old Delaware road; thence with said line n 10 w 88 poles to a stake in the State road leading from Springfield to Delaware, thence with said road n 39 e 45 poles and two links to a stake in the said road; Thence s 10 e 94½ poles to a stake in the old Delaware road; thence with the said road s 46 w 41 poles and twenty-two links to the place of beginning, containing twenty acres more or less. Also one other tract lying in the same county, and bounded and described as follows: Part of survey no 4071, beginning at a stake in the old Delaware road leading from Milford to Delaware; thence n 10 w to a stake in the new road leading from Milford to Marysville; thence with road n 39 e 118 poles to a stake in the north line; thence n 80 e 22 poles to two iron woods in the line; thence s 17 e 112 poles to a stake in the old Delaware road; thence with said road 14 poles to a stake; thence s 63 w 68 poles to a sugartree; thence s 47 w 62 poles to the place of beginning, containing eighty acres more or less. Appraised at twenty-one dollars per acre.

Terms of sale.—One third in hand one third in one year from the time of sale, and one third in two years from the time of sale. Sale to be made subject to the equitable lien of Jacob Fairfield for the unpaid purchase money for said premises.

EMILY FAIRFIELD,
Administratrix of
George W. Fairfield, dec'd.

Feb. 2 1852. n21w4.

The State of Ohio Union County ss
C S Hamilton. Editor and publisher of the Marysville Tribune a weekly newspaper in general circulation in the County of Union aforesaid, do make solemn oath that the notice of which the annexed is a full & true copy was published in said paper for four consecutive weeks. between the 2d day of February AD 1852 and the 4th day of March following

C S Hamilton

Sworn to and subscribed before me this 14th day of ~~August~~ February AD 1852

James Downey Clerk

Union Com Pleas

Emily Fairfield Admx &c
vs
Jacob Fairfield et als.

Order to appraise & Sell

3

Filed Oct 13th 1857
James Kirkpatrick Clerk

3

Emily Fairfield Administratrix of the Estate of George W. Fairfield deceased
vs
Jacob Fairfield, Sybil Fairfield and Timothy H. Elwell her Guardian

Petition to Sell.

On motion to the Court by the Counsel for the petitioner and it appearing to the Court that it is necessary to sell the real estate in said petition mentioned to pay the debts owing by the decedent; It is therefore Ordered by the Court that the said Emily Fairfield Administratrix proceed upon the Oath of James Turner, Robert D. Reed, and William Porter three disinterested freeholders not of kin to either of the parties to appraise the real estate in said petition mentioned and described, and it is further Ordered that the said Administratrix proceed according to law to sell said real estate described in said petition, subject to the lien which Jacob Fairfield has on said real estate, on the following terms, to wit; One third of the purchase money to be paid at the time of purchase, One third One year thereafter, and One third One year after that, with the defered payments to draw interest from the time of purchase and the purchase money to be duly and safely secured, And it is further Ordered that there shall be allowed to the petitioner as her dower in the equitable interest in said real estate the use of One full third part of the money made by the sale of said real estate after paying the said lien of Jacob Fairfield, or of a sum in Gross as the Court may hereafter decree, and make return of her proceedings in the premises at the next term of this Court, to which time this Case is Continued.

The State of Ohio Union County ss.

I hereby Certify that the foregoing Entry is truly taken and Copied from the Journal of the Court of Common Pleas of said County, of the term of September A.D. 1857.

Witness my hand and Seal of Office at Marysville this 7th day of October A.D. 1857.

James Kirkade Jr Clerk of Union Common Pleas.

The State of Ohio Union County ss
on the 9th & 10th day of October 1857 before
me personally appear William Porter
Robert D Reed & James Lowner within named
and made solem oath that they would
upon actual view honestly and impartially
appraise the real estate of George W Fairfield
Decead, in pursuance of the order of the
Court of Common pleas of union County in
the case of Emily Fairfield Administratrix
&c vs Jacob Fairfield, etals

David Burnham
Justice of the peace of said County

Emily Fairfield Administratrix &c
vs
Jacob Fairfield Etals } Common Pleas
Petition 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 of
the real Estate described in said petition do
appraise said real Estate at Twenty one
dollars per acre

William Porter
Robert D Reed } appraisers
James Lowner

appraising fees $1.50

Emily Fairfield
Administratrix
of George W Tanfield

vs

Jacob Tanfield
et als

Report of sale

Filed April 6 1852
James Dunn clerk

6

Emily Fairfield admx. of George W Fairfield dec
vs
Jacob Fairfield et als

In Mon. Com. Pleas
Petition to sell land

In pursuance of an order of sale made at the September Term AD 1851 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 in said county on the 4th day of March AD 1852 I offered said property at public vendue, and James C Miller having bid therefor twenty two dollars and seventy five cents per acre, to wit the sum of twenty two hundred and seventy five dollars for the one hundred acres, 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

Emily Fairfield Admx
of George W Fairfield dec.

Fees publication
of notice $5.00

April 5th AD 1852

Union Com Pleas

Emily Fairfield
Admtrx &c
vs
Jacob Fairfield et al

Report of Master Comr

Filed June 17 1852
James Dunn Clerk

7

C. N. B. Allison

Emily Fairfield Admtrx } The undersigned, Special
vs } Master Commissioner
Jacob Fairfield et als } to whom this case was referred to ascertain and report the amount of the ~~purchase money~~ proceeds of the sale of real estate made in this case, which should be paid to the said Emily Fairfield in discharge of her dower in said premises, subject to the lien of the said Jacob Fairfield, respectfully submits the following report.

The total amount of personal assets of the said estate is $558.15

The amount of debts owing by the decedent at his death, as per statement in the Petition, exclusive of the debt of the said Jacob Fairfield which was a lien upon the premises is — 137.73
To this amount add estimated costs of administration 45.00
$182.73

The personal assets must first be applied to the discharge of the debts, before the real estate is charged therewith, and the ballance of the personal estate and effects, which is therefore to be applied as payment on the debt of said Fairfield is — 375.42

There was owing to the said Jacob Fairfield at the time this suit was commenced, which was a lien upon said estate the sum of $1200. in payments as follows.

$200.	on the 1st day of January	1852
200.	" " " "	1853
200	" " " "	1854
200	" " " "	1855
200	" " " "	1856
200	" " " "	1857

The payment due on the 1st day of January 1852 has been paid out of the personal estate leaving still unpaid $1000. in instalments as above stated, which are not on interest.

The value on the day of sale of each of the above instalments making the proper deduction for the use of money at 6 per cent is as follows,

On payment due January 1st 1853		-	$190.59
" " " "	1854	-	180.30
" " " "	1855	-	171.06
" " " "	1856	-	162.70
" " " "	1857		155.15
Total present worth.		—	$859.80

From this should be deducted the ballance of the personal effects remaining after discharging the instalment of January 1st 1852, to wit - 175.42

Ballance of lien to be paid out of proceeds of sale - 684.38

Amount of sale of real estate made March 4th 1852 drawing interest on deferred payments from day of sale - — $2275.00

Ballance of proceeds of sale of real estate after discharging the lien - - $1590.62

The said Emily Fairfield is 20 years of age.

The gross amount that should be paid to said widow, in discharge of her dower interest in the said sum of $1590.62 is $394.38

The undersigned therefore finds, that the said widow is entitled to have and retain as her own, out of the proceeds of the sale made in this case the said sum of — $394.38

Masters fee $5.00

C. W. B. Allison
Special Master Commissioner

Chancery Case File

Case No. 1851-CH-0023

No. 51-CH-23

Union Common Pleas Court.

Leonard Hathaway
Plaintiff,

AGAINST

Petition of
Defendant.

SEP TERM. 1851

Trustee,

Journal 5 Page 86

Record No. 6 Page 171

Ex. Doc. Page

Chy No 54

Petition of
Leonora Hatheway

Cost Bill made
No Record

Petition of
Leonora Hathaway

Filed July 2, 1857
J Kinkade Jr clerk

Prop $1500

Rec'd fees 2.00 clerk

To the Court of Common Pleas of Union County in Chancery — sitting

Your petitioner Leonora Hathaway a resident of Union County, respectfully represents, that she is the daughter of Nicholas Hathaway late of said Union County, deceased, that said Nicholas in & by his last will & testament which has heretofore been proved, approved & allowed by this Court, among other matters and things devised & bequeathed to her the said Leonora the use of certain real estate situated in said County, during the natural life of her the said Leonora, also the income and use of certain personal estate and monies &c. during the same period, and that said Nicholas in & by said last will & testament nominated and appointed Ebenezer P. Hathaway late of said Union County as the trustee of said estate both real and personal, to fulfill & discharge the intention and direction of the said Nicholas as expressed in said will. — Your petitioner further represents that the said Ebenezer acted as the trustee as aforesaid from the time of the death of the said Nicholas until some time in November now last when he died at San Francisco in California — and as another trustee should be appointed in the place and stead of the said Ebenezer, I hereby most respectfully request that my brother Jonathan P. Hathaway shall be appointed to that trust, as in duty bound will ever pray —

Union Co. Ohio July 12 1851 — Leonora Hathaway

Elmatta P Hatheway
Trustee of Leonora Hatheway
Bond

Filed July 3. 1857
James Kirkade p clerk

R

Know all men by these presents that we Elnathan P Hathaway Samuel Reed and Reuben P Maw are held and firmly bound unto Leonora Hathaway in the sum of three thousand dollars for the payment of which well and truly to be made we jointly and severally bind ourselves.

The Condition of the above obligation is such that whereas Nicholas Hathaway late of ~~this~~ County of Union in the State of Ohio, deceased, made his last will and testament duly admitted to probate by the Court of Common Pleas of said County and recorded whereby said Nicholas bequeathed and devised to said Leonora certain property real and personal and appointed one Ebenezer P. Hathaway as trustee to take charge of said property &c. reference being had to said will as recorded, and whereas said Ebenezer P. Hathaway has since died and upon petition of the said Leonora to the Chancery side of said Court at their June Term AD 1857 the said Court appointed the said Elnathan P. Hathaway as trustee &c under said devises and bequests &c in the place of said deceased trustee and with like powers &c requiring him to give bond in the sum of three thousand dollars &c

Now if the said Elnathan P Hathaway shall faithfully perform the duties required of him as trustee as aforesaid under said will and faithfully account to the said Leonora and her legal representatives for all moneys which

may come into his hands as such trustee then this obligation to be void otherwise to be and remain in full force.

Signed, sealed & executed in presence of } Ebenezer P. Hathaway

William C. Mulford Reuben P. Mann

Charles Sweetow,

Sam Reed

Trustee of the
Property of Leander
Hathaway &c

Bond

Filed October 10th 1857
James Kinkade Jr Clerk

Correctly Recorded

Recorded

Know all men by these presents that we John Smith, Eliphas Burnham and Samuel Woods are held and firmly bound unto Leanora Hatheway and the heirs of Nicholas Hatheway deceased in the sum of Four thousand dollars for the payment of which well and truly to be made we jointly and severally bind ourselves The condition of the above obligation is such that whereas Nicholas Hatheway, late of the County of Union in the State of Ohio, deceased, made his last will and testament duly admitted to probate by the court of common Pleas of said County, and recorded, whereby said Nicholas bequeathed and devised to said Leanora certain property real and personal, and appointed one Ebenezar P Hatheway as trustee to take charge of said property &c reference being had to said will as recorded; and whereas said Ebenezar P Hatheway has since died, and upon the request and consent of parties interested the court of Common Pleas of Union County Ohio has appointed the said John Smith as trustee &c in the place of said deceased trustee and with like powers &c requiring him to give bond in the sum of Four thousand dollars &c Now if the said John Smith shall faithfully perform the duties required of him as trustee as aforesaid, under said will and faithfully account to the said Leanora and the said heirs of Nicholas Hatheway deceased for all moneys which may come into his hands as such trustee, then this obligation to be void, otherwise, to be and remain in full force = John Smith (seal)

Signed sealed & delivered in the presence of
Jas H Robinson
Oct 10th 1862

Eliphas Burnham (seal)
Samuel Woods (seal)

No. 51-CH-24

Union Common Pleas Court.

Administrator of Matthew

Plaintiff

AGAINST

Ann Eliza Matthew

Defendant.

SEP TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 80

Record No. 6 Page 130

Ex. Doc. A Page 116

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

Chy No. 53

Admr of the Estate of
Joshua Mathiot decd
vs
Ann Eliza Mathiot et als

Pltf. Dem. Jury
for 20th Jan 1836
& for 18th Feb 1840
& the Barrier of the
Plaintiff into which
there is amounting to
$109.17 in Dm & upwards
on fees to agree the
Court may deny it
be recorded by Court
to Daniel Harris —

Cost Bill made Record

Recorded

Administrators of the
Estate of Joshua Mathews
deceased
vs
~~Ann Eliz George M~~
& Sidney Mathews

Filed August 26, 1857
Ja S Kirkade jr clerk

Ransom Clarks jun
Atty of Petitioners

Recorded

If this Contract agreed to by the Mathews
in such case made and provided
by Ransom Clarks Jr
Atty for Petitioners

To the Judges of the Court of Common Pleas within and for the County of Union Ohio

Your Petitioners George B Wright and Jerome Buckingham Administrators of the estate of Joshua Mathiot Late of the County of Licking deceased intestate represent that on or about the 29th day of Sept AD 1835 the said Joshua Mathiot by Written contract of that date signed by him, agreed to Sell to one Lord Lathrop Two Lots in the town of Marysville Union County Ohio and described by the plat of said town as lot No 7 + 19 for which the said Lathrop was to pay the said Mathiot Ninety Dollars (90) in three equal annual payments with interest from that date and pay the tax on the same from and after the following year And the said Joshua Mathiot further agreed to make said Lathrop a good and sufficient Warranty deed upon the payment of said sum of money and afterwards to wit on the first day of May AD 1836 the said Lord Lathrop assigned his right in said Lots No 7 + 19 to Warren Lathrop and afterwards to wit on the fourteenth day of June AD 1836 the said Warren Lathrop assigned his interest in said Lots No 7 + 19 to Daniel Kanos and the said kanos has paid to the said Mathiot the sum of fifty Dollars upon the same and is ready and willing to pay the further amount due and unpaid upon said Contract as soon as your petitioners are ready to make a deed therefor, While on account of the death of said Mathiot they unable to do unless authorised by your honors, your petitioners further state that on or about the 30th day of July AD 1849 the said Joshua Mathiot departed this life intestate leaving Ann Eliza Mathiot George W Mathiot & Sidney Mathiot his only children and heirs at Law all residing in the said County of Licking Ohio your Petitioners therefore pray that the said Ann Eliza George W & Sidney Mathiot be made defendants hereto and answer the premises that your petitioners may be authorised and appointed fully to complete the said Contract on behalf of the said heirs and to make and execute a deed for said heirs according to the terms

Mathotts Adams
vs
Ann E. Mathuots Ads

Filed Septr 30. 1857
Jas Kirkpatrick pr clerk

Recorded

Notice

Ann Eliza Mathiot, George W. Mathiot, and Sidney Mathiot of Licking county Ohio, are hereby notified that on the 26th day of August A. D 1851, George B. Wright and Jerome Buckingham, Administrators of the Estate of Joshua Mathiot deceased, filed in the Court of Common Pleas of Union county Ohio, a petition against them as defendants and which is now pending, the object and prayer of which is to procure an order of said court authorizing and appointing said Administrators to complete a contract made by said Mathiot, in his lifetime, selling to one Daniel Harris, in lots No 7 and 19 in the town of Marysville Union county Ohio, and to make the said Harris a deed of General Warrantee for said lots, for and in behalf of said heirs.

by RANSOM CLARK jr.,
Att'y for Petitioners.

Aug 26, 3w

I hereby certify that I am publisher of the Marysville Tribune a weekly paper published and in general circulation in Union County, and that the annexed notice was published in said paper for ~~three~~ four consecutive weeks beginning on the 26th day of August AD 1851

[illegible]

Sworn to and subscribed in open court this 3 day of ~~August~~ September, 1851

James Kirkpatrick jr clerk of Union Common Pleas

$2.50

I assign my right to the within
named lots to Warren Sathrop
Mary the 1st 1836 Lord Sathrop

I assign my wright & title of the within named
Lots to Daniel Harris Warren Sathrop
June the 14th 1836

Know all men by these presents that I Joshua Mathiot am held and firmly bound unto Lord Lathrop in the full sum of One hundred Dollars Lawfull Money to the payment of which well and truely to make I Bind my self my heirs Executors and Administrators firmly by these presents Sealed with my Seal and dated the 29th day of September AD 1835

The Conditions of the above Bond is such. That whereas the Above bound Joshua Mathiot has this day Sold unto the Said Lord Lathrop two In Lots in Marysville Known & Designated On the Plat of Said Town by their Numbers to wit Nos 7 & 19. For which the Said Lord Lathrop has agreed to pay To Said Joshua Mathiot the Sum of Ninety Dollars ($90) in Manner following to wit in three Equal Annual payments with Interest from this date for which three ~~Notes~~ payments the Said Lord Lathrop has Executed his three Several Notes of this date ~~Bind~~ agrees to pay the Same after the present year Now on full payment being Made by Said Lathrop to Said Mathiot. If Said Mathiot Shall well and truely Convey Said Lots to Said Lathrop by a Sufficient General Warranty Deed then this bond Shall be null & void Else in full force & virtue

Joshua Mathiot Seal
By Silas D Strong his atty in fact

Chancery Case File

Case No. 1851-CH-0025

Box 22

No. 51-CH-25

Union Common Pleas Court.

James Armstrong Plaintiff,

AGAINST

Leander Moberteol Defendant.

NOV TERM, 1852

Partition

DECREE FOR PLAINTF

Journal 5 Page 134

Record No. 6 Page 261

Ex. Doc. A Page 283

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

Cly No 34

James Armstrong et als

vs

Leander Hobert et als

85
15
425
85
1275

Andrew J Hobert
elects to take at
the appraisement

Costs Paid

Recorded

Recorded

Kirkade	$1,00
Ewer	6,50
Malin	1,64
Appraiser & surveyor	4,50
Printer	3,50
	$17,14

2 o pd to Allison

Chry Pl[illegible] 34
Union Com Pleas

James Armstrong
et als

vs

Leander Hobert et als

Pet for Par

Filed Septr 29. 1851
James Kirkpatrick Clk

Stanton & Allison

Recd of Jas Turner Clerk
twenty dollars in full
of our fee in this case
Nov 9th 1852
Stanton & Allison

To the Court of Common Pleas of the County of Union and State of Ohio.

Your Petitioners James Armstrong and Lucinda Armstrong his wife (who was formerly Lucinda Hobert), Andrew J Hobert, Lorenzo Hobert, ~~Laxoy~~ Hays and Sarah Hays his wife (who was formerly Sarah Hobert) all of said County of Union respectfully represent, that on or about the 1st day of November A.D. 1850. one Joseph Hobert of said County of Union died intestate seized of an estate in fee simple in the following lands and tenements, situate in said County of Union, being part of Survey No. 2991 in the name of Philips and bounded and described as follows. Begining at 3 beeches: McRarey's N. W. Corner, thence N. 80° E. 175 poles to 2 beeches & a Sugar thence N. 10° W. 82. 3 poles to 2 beeches and a Sugar, Converse's E. Corner, thence S. 80° W. with Converse's line 175 poles to 2 beeches & a Sugar, thence S. 10° E. 82. 3 poles to the begining Containing 90 acres, except 5 acres in the South East Corner conveyed by by said Joseph Hobert to one James Stewart, leaving 85 acres more or less.

That said premises descended to the following persons, the children of said Joseph Hobert deceased, and is now owned by them in the following proportions as coparceners, to wit: Your Petitioners Lucinda Armstrong, Andrew J Hobert, Lorenzo Hobert, ~~Laxoy Hobert~~ and Sarah Hays each an undivided one seventh part of said premises in fee-

and to Leander Hobert, Henry Hobert, and Lavona Hobert all minors residing in said County of Union, each one seventh part of said premises in fee.

Your Petitioner further represents that Margaret McCrary, who was formerly Margaret Hobert, widow of said Joseph Hobert, deceased, but now intermarried with William McCrary of said County of Union, is entitled to dower in said premises.

Your Petitioners therefore pray that said Leander Hobert, Henry Hobert, Lavona Hobert, and William McCrary and Margaret McCrary his wife be made parties defendants to this petition; and your Petitioners desiring each to hold their interest in severalty, pray that partition of said premises may be made, and that the dower of the said Margaret McCrary may be also assigned in said premises: or if it shall appear that partition cannot, without manifest injury, be made, then that the same may be sold, or other order taken pursuant to the Statute in such case made and provided.

By Stanton & Allison
Attys for Pettrs.

Filed April 6 1852
James Lewis Clerk

Notice

To Leander Hobert, Henry Hobert, Lavona Hobert, William McCrary and Margaret McCrary, his wife. You will take notice that on the 29 day of September A. D. 1851, James Armstrong and Lucinda Armstrong, his wife, Andrew J. Hobert, Lorenzo Hobert, Laroy Hays and Sarah Hays, his wife, filed a petition in the Court of Common Pleas of Union county Ohio, where the same is now pending, demanding Partition of the following premises situate in said county, being part of survep No 2991 and bounded and described as follows: Beginning at 3 beeches, McCrary's N W corner; thence N 80 deg. E 175 poles to 2 beeches and a sugar; thence N 10 deg. W 82, 3 poles to 2 beeches and a sugar; thence N 10 deg. W 82, 3 poles to 2 beeches and a sugar Convere's S E corner; thence S 80 deg. W 175 poles to 2 beeches and a sugar; thence S 10 deg. E 82, 3 poles to the beginning, (except 5 acres in the S E corner sold to James Stewart,) containing 85 acres. The Petitioners demand that partition be made of said premises as follows:—To the said Lucinda Armstrong, A. J. Hobert, Lorenzo Hobert, Sarah Hays, Leander Hobert, Henry Hobert and Lavona Hobert, each one seventh part, and to Margaret McCrary dower in the whole. At the next term of said Court, an application will be made by the said Petitioners, for an order that partition may be made &c., of said premises.

STANTON & ALLISON,
Att'ys for Petitioners.

oct 7 n4 6w

E. S. Hamilton, being duly sworn says, that a copy of the notice hereto attached was published on the 7th day of October A.D. 1851 and weekly for 6 weeks thereafter in a newspaper called the Marysville Tribune published in Marysville, Union County, Ohio, and that said newspaper was then in general circulation in said County of Union

E. S. Hamilton

Sworn to and subscribed before me this 6th day of April A.D. 1852

James Irwin Clerk

I have this day agreed to sell to A J Hobert the interest of Henry & Serena Hobert (Minor heirs of Joseph Hobert Decd) in the Estate of the said Joseph Hobert decd at the appraised value the said A J. Hobert agrees to give one Note payable 1st day of August 1857 at 8 per cent interest secured by Mortgage on the premise for the amt due to Henry Hobert and also agrees to execute Note for the amt due to Serena Hobert payable on the 1st day of August 1856 at 8 per cent secured in like manner

Saml. Stout, Guardn

Cert Bill

Armstrong vs Robert	Brinkade	$1.00
	Linn	6 50
	Malin	1 64
	Appraisers	3 00
	Survey	1 50
	Printer	3 50
	Counsel fee ~~20 00~~	
		37,14

James Armstrong & Lucinda Armstrong his wife formerly Lucinda Hobert ~~is Petitioners~~ ~~and~~ Andrew J Hobert Lorenzo Hobert & Jerat Hays are Petitioners and Leander Hobert Henry Hobert & Lavonia Hobert are Defendants, and that your proceedings in the premises you distictly certify under your hand to our Court of Common Pleas within and for the said County of Union To gether with this writ Forth with

Witness James Lowner clerk of our said court of Common Pleas this 14th day of June AD 1852

James Lowner Clerk

Union Com Pleas

James Armstrong et al

vs

Leander Hobert et al

Writ of Partition

Filed June 18 1852

James Lowner Clerk

I have executed this writ by the oath of the within named Commissioners, where report to detail returns attached herein.

Date June 18 1852

Sheriff

Geo Arid & Jno

William Adams Deputy

The State of Ohio
Union County. ss } To the Sheriff said County Greeting
We command you that without delay by the oaths of Perry Buck Samuel McCampbell & Reuben Cook You Cause
Margaret McCrary formerly Margaret Hobert Widow of Joseph Hobert Late of Union County Decease but now Inter Married with William McCrary of said County of Union to be endowed of one full third part of the following real estate situate in the County of Union & State of Ohio viz, Part of Survey No 2991. in the name of Philips and Bounded & described as follows Begining at three Buches McCrarys N. W. corner thence N 80° E 175 poles to 2 Buches & Sugar. thence N 10° W 82. 3 poles to 2 beches & a Sugar Converses S. E. corner. Thence S 80° W with Converses line 175 poles to 2 Buches & a Sugar. Thence S 10 E 82. 3 poles to the Begining containing 90 acres Except 5 acres in the South East Corner conveyed by said Joseph Hobert to one James Stewart Leaving 85 acres more or less. And also that in like manner and by the like oaths of the same Perry Buck Samuel McCampbell & Reuben Cook 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 Lucinda Armstrong Andrew J Hobert Lorenzo Hobert Sarah Hays Leander Hobert Henry Hobert and Lovona Hobert. each one equal Seventh 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 Portition wherein

James Armstrong adm
vs Joseph Hebert } Petition Common Pleas
George Hebert et al. } of Union County

We the Commissioners appointed in this case to assign dower to Margaret McCrea widow of Joseph Hebert late of Union County Ohio deceased in the real estate in the writ of partition in this case described attached and also to make partition of the same lands subject to said dower estate between [illegible] Amanda [illegible] Hebert, George Hebert, Sarah Ellen, Lorenzo Hebert, Henry Hebert, Leonard Lavina Hebert.

Having been duly sworn upon actual view of the premises we assign to the said Margaret McCrea for her dower estate so much of said lands as is contained within the following limits Beginning at a stake in the road leading from Frankfort to Dublin corner to [illegible] thence with said road S 10 E 17 poles to a stake thence S 80 W 175 poles to a stake in the line of Alexander [illegible] thence with said line N 10 W 17 poles to a stake corner to Henry Bent thence N 80 E 175 poles to the beginning containing 10 acres and 125 poles

And upon further view of the premises we are of the opinion that a further partition of the premises cannot be made without a manifest injury to the premises and we do estimate the estate subject to the dower at one thousand dollars

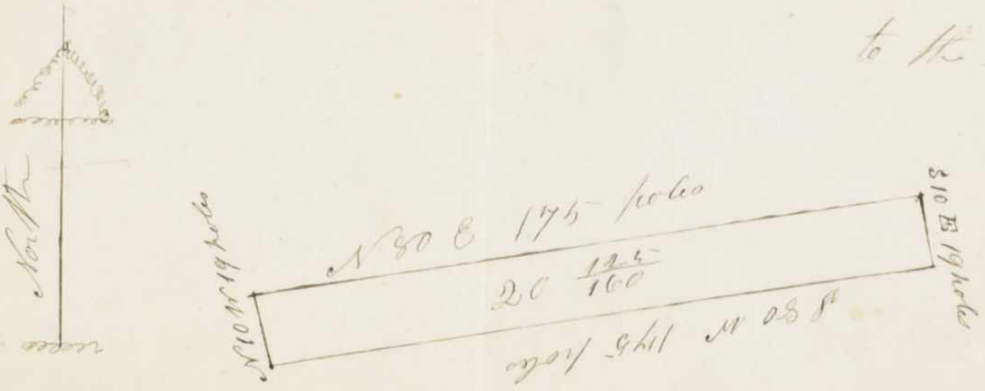
Signed
Perry Beach
Samuel M Campbell
Reuben Cook

Fees Appraisers [illegible]	$ 3.00
Surveyor	1.50

Given under our hands the 17 day of Jan A.D. 185[illegible]

Platt

Scale 50 poles
to the Inch



A Platt of the Land Laid off for Margarette M'Crary widow of Joseph Hobert Dec'd
as Described by the appraiser

David Beard, Surveyor

No.

CLERK'S OFFICE, UNION COUNTY, OHIO.

James Armstrong
Plaintiff.

VS.

Leander Hobert
Defendant.

Received papers in the above entitled case.

Date Received	Date Returned	NAME
4/28/19		Mrs Cheney for J. E. Hutchison
	Nov	1852
	J 5	Pg 134

Don't take this Card away. Leave in Filing Box.

THE COLUMBUS PLANK BOOK MFG. CO.,
(The Ruggles Gale Co.) Legal Blanks, Columbus, O.

Union Com Pleas

Leander Hebert et al
vs

James Armstrong
et al

Answer of Guardian
Ad Litem

Filed June 14 1892
James Turner Clerk

The joint and several answer of Leander Hobert, Henry Hobert and Lavona Hobert infant defendants to the petition for Partition filed against them in Union County Common Pleas by James Armstrong and others by James W Robinson their Guardian ad Litem.

The said defendants by their said Guardian ad Litem, now come and for answer to said petition, say that by virtue of their tender age, they know nothing of the matters & things alleged in said petition and rely on the protection of the Court.

James W Robinson
Guardian ad Litem

Chancery Case File

Case No. 1851-CH-0026

Box 20

No. 51-CH-26

Union Common Pleas Court.

J. M. Burnham
Plaintiff,

AGAINST

Justice C. Stevens & wife
Defendant.

SEP TERM. 1851

DECREE FOR PLAINTF

Journal 5 Page 65

Record No. 6 Page 130

Ex. Doc. A Page 134

Union Com. Pleas

J. H. Burnham
Administrator of
G. D. Ward Dec
vs
J. C. Stevens & Wife

Bill in Chancery

Filed Sept 29. 1857
J. A. Kinkaid Clk
Clerk

Castrill made
Record

J. C. Stevens Atty for Comp.

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

John D Burnham Administrator of George D Ward deceased of the county of Madison and State of Ohio respectfully represents by Justus C Stevens my attorney That on the 24th day of January AD 1882 George D Ward who has since deceased entered into an agreement under his hand and seal a copy of which is herewith filed and marked (A) as part of this bill with one Caleb H Converse of Union County Ohio for the sale of the following described tract of land situate in the county of Union and State of Ohio bounded and described as follows to wit Beginning at a black oak & hickory bounds back corner to lands Galloways & running No. 5124 running S 79 W 18 poles to a black oak Thence S 23° W 62 poles to three buckeyes. Thence S 50° W 150 poles to three buckeyes. Thence N 79 W 59 poles to a stake & stone Thence S 19 W 138 3/4 poles to a stake Thence N 63 W 136 poles to a stake Thence N 32 E 139 poles to three buckeyes Thence S 60 E 39 poles to a stake Thence N 40 E 158 poles to two hickorys & elm Thence S 46 E 80 poles to two elms and stone pivot Thence N 40 E 20 poles to three buckeyes Thence S 80 E 44 poles to a red oak hickory & elm Thence N 56 E 88 poles to the beginning Part of survey No. 7245 & 7393 containing in all two hundred and fifty six acres. Your Orator further represents that the said George D Ward agreed to execute & deliver to the said Caleb H Converse a warranty deed to the above described land so soon as said C H Converse should pay the consideration money agreed upon by said Ward & Converse for said land which consideration money has been fully paid and satisfied by said C H Converse Your Orator further represents that on or about the AD 1884 the said George D Ward deceased and said conveyance was not made by him

And your Orator further represents that the said George D Ward left a Widow and one minor child (George D Ward) the said Widow has since intermarried with one Justus C Stevens of Hardin County Ohio and the said widow Anna L. Ward deceased or had the said

Justus C. Stevens on the day of A.D. 1850
Appointed Guardian of the said George P. Wood
All of whom your Orator prays may be made
defendants to this bill to wit the said Justus C. Stevens
Anna L. Stevens his wife. Your Orator further
prays that upon the final hearing of this cause that
the said John H. Burnham administrator &c may be decreed to
make & deliver unto the said C. H. Converse a good &
sufficient deed to the foregoing described land for ex-
-ecuted as your orator can not have plain and adequate
remedy at law. May it please your Honors to grant
unto your orator a writ of Subpoena for said defen-
-dants on that the said defendants may be advised of
the filing of this bill. And that complainants
may have such other & further relief as equity &
good conscience may require &c

John H. Burnham

By J. C. Stevens Sol for Comp

Union County Ohio

J. H. Buckhan

vs

J. C. Stevenson et al

Filed Septr 29. 1857
James Kinkade Clerk

Recorded

By J. C. Stevens

John H Burnham
Administrator of G D Ward
vs
Justus C. Ferris & wife

Union Common Pleas
In Chancery

The defendants hereby enter their appearance in the above cause and waive service and publication of notice and acknowledge notice of the above suit &c

By Justus C. Ferris
As Guardian

J. C. Doughty
Guardian

Received the first 1848 five hundred & twenty dollars of the within. December the 28th 1848 Received One Hundred dollars on the within. January the first 1849 Received sixty eight dollars on the within. April the 4th 1849 Received two hundred and thirty two dollars and fifty three cents on the within, it being the amount of the second payment

Received April 1st 1850 J. H. Burnham Adm.

Four hundred and twenty five dollars & sixty cents on the within

J. H. Burnham Adm.

Received April the 1-1851 four hundred & forty eight dollars & forty cents on the within

J H Burnham Adm.

Bond & Sum
S. D. Wood &c

C. H. Conner.

Filed Sept 29. 1851
Thos Hastings Jr Clk

A. copy
Recorded

This shall bind me and my heirs executors and administrators to convey unto Colo. H. Converse his heirs or assigns by warranty deed the following lot of land situate in the County of Union State of Ohio and in Dublin Township and bounded and described as follows being two hundred and fifty six acres on the waters of Darby creek beginning at a black-oak & hickory corner to James Gallo-ways surv. survey No 5124 running S 1 W 18 poles to a black-oak thence S 23 W 62 poles to two hickories thence S 50 W 150 poles to three hickories thence N 77 W 88 poles to a stake and stone thence S 19 W 133 3/4 poles to a stake thence N 63 W 136 poles to a stake thence N 32 E 139 poles to three hickories thence S 60 E 39 poles to a stake thence N 40 E 158 poles to two hickorys & elm thence S 46 E 80 poles to two elms & honeylocust thence N 40 E 20 poles to three hickories thence S 80 E 44 poles to a sand oak hickory & elm thence N 56 E 55 poles to the beginning being part of survey No 7245 & 7393 The stone conveyance to be made as soon as the said Converse shall have paid me the amount of his several notes of hand of the same date of this Bond. Five hundred and twenty dollars due on the first day of April 1848 Three hundred and eighty dollars on the first day of April 1849 Three hundred and eighty dollars on the first day of April 1850 Three hundred & eighty dollars on the first day of April 1851 Three hundred and eighty dollars on the first day of April 1852 Three hundred & eighty dollars on the first day of April 1853 with drawn interest from the first day of April 1848 & and all taxes levied on said land after the first day of April 1848

As Witness my hand & seal this the 24th day of January AD 1848

George D Ward (Seal)

No. 51-CH-27

Union Common Pleas Court.

The Ohio Life Ins & Trust Co
Plaintiff,

AGAINST

Silas Buisonetal
Defendant.

JUN TERM 1852

Dismissed

Journal 5 Page 109

Record No. No Record. Page

Ex. Doc. A Page 197

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

Chancery No 52

Common Pleas

The Ohio Life Insurance & Trust Company

vs

Silas Burton & others

In Chancery

Filed Septr 30, 1857
James Kirkade Jr Clerk

Cost Bill made

No Record

John H. Young, Sol.

To the Hon. Court of Common Pleas of Union County, Ohio, in Chancery.

The Ohio Life Insurance and Trust Company (a Corporation Chartered by the Legislature of Ohio) respectfully represent that, on the 13th day of June 1835 one Silas Burson, then of Union County, executed to your Orator his promissory note for the sum of five hundred dollars payable to your Orator or order on demand with 7 per Centum per annum interest, from the date thereof.

Your Orator further represent that the said Silas Burson together with Charity Burson his wife, in order to secure the payment of said note, did on the same day of the date of said note, execute to your Orator their certain deed of mortgage, in and by which they conveyed to your Orator the following described tract of land in Union County, to wit: Part of Survey No. 3412, beginning at an Elm, ironwood & hornbeam in the South line of said Survey, thence N. 7 East 67 poles to a beech, thence down the Creek with its meanders N. 35 East 31 poles, thence N. 2 West 20 poles, thence N. 20 West 12 poles, thence North 19 poles, thence N. 47 East 11 poles, thence N. 71 East 8 poles, thence across the Creek N. 3 West 3 poles to 3 lynns from one root, thence N. 83 West 95 poles to a stake in the line of Israel Lockwood's Survey, thence with his line S. 7° West 170 poles to an ironwood & two beeches, thence S. 85° East 82 poles to the beginning, containing Ninety two acres, which deed is subject to the Condition of defeasance, that if the said Silas Burson should well & truly pay said note of five hundred

hundred dollars on demand with interest from the date thereof at the rate of 7 per centum per annum thereon: which mortgage was executed according to the laws of Ohio & was recorded in Rec. Vol. 4 page 574 of the record of mortgages of ~~Champaign~~ Union County: a copy of which mortgage will be filed with & made part of this bill marked as Exhibit A.

Your Orator further represents that the whole of the principal of said mortgage debt together with a large number of interest thereon is due & unpaid: that the interest thereon from the

day of 18 is due & unpaid: that although payment of said mortgage has been demanded, yet the same has not been made.

Your Orator further represents that on the 15th day of June 1837 the said Silas Burson & Charity his wife conveyed said tract of land to Benjamin Tucker & David Toby: that previous to the execution of said deed Your Orator's said mortgage had been executed & recorded, and the said Benjamin Tucker & David Toby had notice thereof.

Your Orator therefore prays that the said Silas Burson & Charity Burson his wife, and the said Benjamin Tucker & David Toby may be made defendants to this bill and that an account may be taken of what is due to Your Orator for the principal & interest of their said mortgage, that said mortgage may be foreclosed & said mortgaged premises sold and the proceeds applied in the payment of said mortgage and for such other & general relief as may be proper &c.

John K. Young
Sol. for Complt.

Union Com. Pleas

The Ohio Life Insurance and Trust Company

vs

Silas Burson et. als

Sub in chy

Filed October 1st 1851
James Kirkado pr clerk

Young Solr.

Service this writ not found to warn Benjamin Mothers
By delivering to him a certified copy of this writ
Silas Burson Christy Burson and Davis Doty not
found
Jas Miles 1.00
Fees 65
copy 20
$2.15

William L. Allen

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Silas Burson & Charity Burson his Wife. and Benjamine Tucker & David Toby

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 ~~on the first day of the next Term thereof~~, to answer a

Bill in chancery, exhibited against them — by

The Ohio Life Insurance and Trust Company

and this they shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 30th day of September A. D. 1851

James Kinkade Jr Clerk of Common Pleas.

Cos Ab Bl

Ohio Life Ins & Trust Co Cost Bill if
vs
Silas Burson et als Dismissed at Spring
Term 1852 — without
Record

A R Kirkpatrick	1.05
" J Tunnell	.67
Sheriff Malin	2.31
	$4.03

Chancery Case File

Case No. 1851-CH-0028

Chancery Case File

Case No. 1851-CH-0029

No. 51-CH-29

Union Common Pleas Court.

Thomas McDowell et al
Plaintiff,

AGAINST

Thos Kennen, heirs of,
Defendant.

JUN TERM. 1853
NOV TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 146

Record No. No Record. Page

Doc. A Page 245

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

Chancery ~~[illegible]~~ 36

Wm. Compleu
Thomas McDowell
& Archibald McDowell
v
The unknown heirs of Thomas Kennon dec'd

No 1

Filed October 4. 1807
Jas Kirkpatrick clerk

Recorded
Copy file p Mode

To the Court of Common Pleas of Union County in Chancery Sitting

Your Orators Archibald McClow all of said County and Thomas McConnell of the County of Blair in the State of Pennsylvania represents

That on the 25th day of February AD 1804 a patent was duly issued by the United States to Thomas Kennon for entry and survey No 1913 in said Union County of 800 acres situate in the Virginia Military District and which said entry and survey includes the lands hereinafter described. ~~On the 10th day of January AD 1803~~ On the 11th day of January AD 1803 the said Thomas Kennon at Frederick County in the state of Virginia executed a power of Attorney to one Hugh Boyle then residing in the County of Fairfield in the State of Ohio at Lancaster in said now County, authorizing him to sell and convey said Survey and describing the same as entered and land in said Kennons name being 800 acres in the Virginia Military District. The said power of Attorney was duly sealed and signed by said Kennon attested by two witnesses and acknowledged on said 11 January AD 1803 before Matthew Wright a justice of the peace of said Frederick County, with the certificate thereof annexed together with the Certificate of James Keith Clerk of the said County Court that said Wright was a justice of said Commonwealth of Virginia of said Frederick County, duly commissioned and sworn and that to all his acts as such due faith and credit is and ought to be given as well in Courts of justice as thereout — The said certificate is under the seal of the said County Court of Frederick County

The said power of Attorney was recorded in the recorders office of Rosh County Ohio, the said County of Union then composing a part of said Rosh County on or about the 1st day of January AD 1805 - in Volume third page 131 & 132 of said records

On 19th day of January AD 1805 the said Hugh Boyle acting by virtue of said power of Attorney sold the following described portion of said premises to one Benjamin Comegys: Beginning at three sugar trees and three ironwoods on the south west corner of said survey and north west corner of E Rickmans survey No 4070 thence N. 10° West. 209 perches thence N. 80 E. 265 perches; thence S. 10 E. 209 perches to the south boundary line of said Survey and north boundary line of E Rickmans survey aforesaid thence with said Rickmans line S. 80 W. 265 perches to the place of beginning containing three hundred and forty six and two third acres. The said Comegys having then paid said Kennon through his said agent and Attorney Boyle four hundred and seventy one dollars eighty nine cents for said premises above described he the said Kennon by his said Agent executed to the said Comegys on said 19th Jany AD 1805 ~~[illegible]~~ a deed for said premises in the usual form and in fee simple and duly attested and acknowledged and which deed is recorded in the County of Union in transcribed records page 7. in the recorders office of said County.

You Orators Archibald and Thomas McClowry held and by mesne deeds descent and decree ~~[illegible]~~ as they has been transferred assigned and conveyed to them all the right title and estate in said premises above described which was transferred and assigned

or held by said Benjamin Lonergan, by virtue of said deed contract and sale made by said Kennon through his said agent Hugh Boyle. Neither the said Kennon during his life time nor the heirs or devisees of said Kennon since his decease, have set up any claim to said premises or in any manner disaffirmed said acts sale and conveyance made as aforesaid by said Boyle. Your Orators supposed until within ten days last passed that said power of attorney was duly acknowledged and authorized the said Boyle to convey said premises. under the laws prescribing the mode of executing powers of attorney &c at the time the same was made. And although said power of attorney was valid and effectual to authorize the said Boyle for and in behalf of said Kennon to enter into a contract of sale, yet your Orators are advised by this honorable court upon hearing on the law side thereof that said power of attorney is not acknowledged and certified in conformity to the laws of Ohio so as to pass by deed under it the legal title to said premises. The said power of attorney has by fire and accident been lost and was never in the possession of Orators but the same has been recorded as aforesaid.

Your Orators further represent that said Hugh Boyle is deceased - that said Thomas Kennon also long since died and that the names and residence of his heirs and devisees are unknown to your Orators.

On the hearing of this cause your Orators will exhibit the records herein above referred to and show their estate and rights as assignees &c as herein before alleged.

Your Orators pray that the said unknown heirs and devisees of said Thomas Kennon may be made parties defendants to this bill on order of publication had - that they may enter their names and appearance hereto and answer the same and that in the final hearing of this cause the said unknown heirs and devisees may be decreed to release and convey to your Orators their estate in fee simple, in said premises ~~to your Orators~~ and that your Orators may have such other and further relief as this Court may deem meet &c

Swan & Andrews
for Complts

The State of Ohio
Union County ss } Archibald McDowell
Complainant in above case makes solemn oath that the names and residence of the heirs and devisees of Thomas Kennon in the said bill mentioned are unknown to him and as he verily believes are unknown to the said Thomas McDowell -

Sworn to and Subd in open Court this 4th October 1857

Archibald McDowell

Sworn to and Subscribed before me this 7th day of October A.D. 1857. James Miller J.P.

A. & T. McClowell

v

Unknown heirs
Thos Kennon

Aff't publication

Filed Apl. 7, 1882
James Lowrey Clk

No 3

Notice

To the unknown heirs and devisees of Thomas Kennon deceased :

You are hereby informed that the undersigned, on the fourth day of October A. D. 1851, filed on the chancery side of the Court of Common Pleas of Union county in the state of Ohio a bill in chancery against you, which is now pending, in which the undersigned claims to be the equitable owners, of (by sale made by said Kennon through his agent, Hugh Boyle and by mesne transfers descent and decree,) and prays a decree against you for the conveyance and release to them, of the following premises, situated in survey No. 1913 in said Union county, to wit : Beginning at three sugars and three ironwoods, on the south-west corner of said survey ; thence N 10 W 209 perches ; thence N 80 E. 265 perches ; thence S 10 E 209 perches to the south boundary line of said survey &c ; thence S 80 W 265 perches to the beginning ; containg 346, and two thirds acres.

You are further notified that unless you appear and plead answer or demur to said bill within sixty days after the next term of the court of common Pleas of said county, a decree as confessed, will, at the next term thereafter, be taken against you.

ARCHIBALD McDOWELL,
THOMAS McDOWELL.
Marysville Oct. 14 1851. 6w

I Joseph G. Cassil do solemly swear that I am one of the printers of the Marysville Tribune a weekly paper published and in general circulation in Union County and that the annexed notice was published in the said paper 6 sixty consecutive weeks prior to the first of December 1851

J G Cassil.

Sworn to and subd
before me this 7th
day of April AD 1852

James Lemmon Clk

Printers fees $5.25 paid by McDowell's

Thomas McGlourke
v
Kennons heirs

amend't. to bill

Filed June 19 1852
James Turner Clerk

No 4

Thomas M'Slowee and
Archibald M'Slowee
v
The unknown heirs &
devisees of Thomas
Skinner dec'd

In Chancery
Union

Your Orator Thomas M'Slowee (having suggested to the Court here the decease of his Co-Complainant Archibald M'Slowee since the last term and since the expiration of the sixty days allowed by the defendants to plead answer or demur to said bill) by leave of the Court now represents that the said Archibald McSlowee before his decease made and executed in due form of law &c his last will and testament whereby he devised to your Orator all his estate title and interest in the premises described in the original bill herein filed and your Orator now holds in severalty the title to said premises and he prays that the decree herein may be made accordingly.

Thomas M'Slowee
by Swan & Andrews
his Sol'rs

No. 51-CH-30

Union Common Pleas Court.

Silas Jordan
Plaintiff,

AGAINST

Jacob Hetsno
Defendant.

NOV TERM. 1852

Dismissed

Journal 5 Page 161

Record No. Page

Ex. Doc. A Page 267

No Record

The L. D. Smith Co., Springfield, Ohio.

Cly No 47

John Porter
vs
Jacob Hudson

Cert Bill made

30
30
10
30
10
47
32
24
250
463

John Jordan
vs
Jacob Henden
In Chancery

Filed December 17th 1851
James Kirkpatrick Clerk

J. C. Dougherty
Sol for complainant

To the honourable Judge of the Court of common pleas of union County and State of Ohio in Chancery Setting

Respectfully represents unto your honour your Orator, John Jurden of the County of Union and State of Ohio, That on or about the first of January A D 1851 Jacob Hudson of the County of Union and State aforesaid and whom your Orator prays may be made a party Defendant, to this bill, and your Orator plaiceing mutual confidence in each other, entered into an agreement to become partners in the trade and business of making Scythe Sneaths, in equal shares as to the profits or loss and that such copartnersh. concern should be formed and carried on and conducted at the County of Union and State of Ohio under the Name and Style of Jacob Hudson and company And thereupon An agreement of copartnership was entered into between your Orator and the said Jacob Hudson in and by which it was agreed to make and deliver ten thousand Scythe Sneaths to Henry Penney of the City of Columbus Ohio, for the price and Sum of three Dollars per hundred, And your Orator further represents that said Copartnership business commenced on the said first day of January A D. 1851 at the County aforesaid, and has ever since been carried on, at the County of Union

aforesaid under the said Name and firm of Jacob Hudson and Company And your Orator further represents that the said Jacob Hudson has prevented your Orator from fully completing the contract and agreement of makeing and delivering the ten thousand Scythe Sneaths to the said Henry Penney of the City of Columbus and State of Ohio by discharging and preventing your Orator from so doing your Orator further represents unto your honour that your Orator and the said Jacob Hudson did make and deliver unto the said Henry Penney nine thousand Scythe Sneaths, for which your Orator and the said Jacob Hudson was to receive three Dollars per hundred for the said nine thousand Scythe Sneaths, And your Orator represents further that the said Jacob Hudson has received the price and value of the said nine thousand Scythe Sneaths from the said Henry Penney and refuses to account to your Orator for his part or share of the profits ensuing from the sale of the said Nine thousand Scythe Sneaths. And your Orator further represents unto your honour that he has applied several times to the said Jacob Hudson for

his share of the profits arising from the sale of the nine thousand scythe sneaths, but he the said Jacob Hudson utterly refuses to pay him the whole or any part thereof. And your Orator further represents, that there has not been any settlement or adjustment between your Orator and the said Jacob Hudson of the copartnership concerns or business. And your Orator therefore prays process of Subpoena against the said Jacob Hudson, and that he may be compelled to answer to all and singular the matters aforesaid and that the said Jacob Hudson may be compelled to account to your Orator for his share of the profits arising from the sale of the nine thousand scythe sneaths, And that your Orator may have such other and further relief in the premises as to your honors may seem meete as he shall ever pray.

(C)

J C Doughty solicitor for complainant

John Sordon
vs
Jacob Hudson
Suit for writ

Filed Oct 25th 1852
Francis Skinner Clerk

125
113
82
24
2,76

Served this writ by reading to John Preston Octob 26th 1852
Served by reading to Nehemiah Price Octob 30 1852
Lorenzo Belsford & Joseph Wagner not found

Fees Mileage 100
Denis 25
125

William C. Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Lorenzo Belford Nehemiah Price John Preston Joseph Wagner

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said County, at the Court House, in the town of Marysville, on the Sixth day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Plaintiff in a certain controversy in said Court depending, wherein John Jordon is Plaintiff, and Jacob Hudson is Defendant; and this they shall in no wise omit, under the penalty of the law; and have then there this writ.

Witness, JAMES ~~KINKADE, Jr.~~ Sumner Clerk of our said Court, at the Court House in Marysville, this 20 day of October A. D., 1852

James Sumner Clerk.

Union Com. Pleas

John Jordon
vs
Jacob Hudson
Sub in chy

Filed March 1st 1852
James Turner Clerk

Service this writ March 1st 1852 by leaving a certified copy thereof at the Residence of the within named Defendant.
Jacob Hudson

Fees Mileage	60
Serv	35
Copy	20
	$1.15

W. Martin Sheriff

A. C. Geraghty Sol for Compt.

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Jacob Hudson

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 a Bill in chancery, exhibited against him by John Jordon

and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness JAMES KINKADE, Jr. Clerk of said Court, at Marysville, the 18th day of December A. D. 1857

James Kinkade jr Clerk of Common Pleas.

No 1 A 256

John Gordon
vs
Jacob Hudson

Costs $8.05
Mileage 65

Issued October 18th 1854

[illegible] Shumaker

Received this writ August 10th 1854.
No goods or Chattles Levied on Tenement tenant where
on to Levy October 18th 1854

Fees Mileage 75
Fees 35
Return 5
115

William Gallman Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of Sauce County Greeting:

WHEREAS in a certain action in Chancery lately prosecuted in our Court of Common Pleas within and for the County of Union, wherein John Gordon was Plaintiff and Jacob Budson was Defendant the costs of said case were taxed at Eight Dollars and five cents for which Judgment was rendered against the said John Gordon on the 15th day of November A. D. 1852 by said Court you are therefore commanded that of the goods and chattels, and for want thereof, then of the lands and tenements of the said John Gordon in your bailiwick, you cause to be made, the costs aforesaid ~~and interest thereon until paid~~, and also the further sum of $ _____ increase costs and the costs that may accrue, and if you shall levy and make said costs and interest do you have the same before our Court of Common Pleas within and for said County of Union on the first day of the next Term of said Court, to render unto the persons entitled to the same, and have you then there this writ.

Witness JAMES TURNER, Clerk of said Court at Marysville,

this 10th day of August A. D. 1854

James Turner Clerk.