No. 52-CH-1

Union Common Pleas Court

Goshom Patterson aus lee
Plaintiff,

against

Cyrus Fay et al
Defendant.

JUN TERM. 1853

Dismissed

Journal 5 Page 233

Record No. No Record. Page

Ex. Doc. Page

Ay No ~~A~~ ~~26~~ 26
No 26

Joshua Paterson & Co
to
Cyrus Gray
& George Snodgrass

answer and set forth, whether any and what part of the consideration money of said In Lot No. 44, sold by him as aforesaid, to said George Snodgrass is now due and unpaid and how he makes out and computes the same, and that an account may be taken under the decree and order of this Honorable Court of what is due, if anything, to the said Cyrus Fay from the said George Snodgrass, and that said premises may be sold under the decree and order of this Court, and that the proceeds, after satisfying the just demands of the said Cyrus Fay, may be applied to the discharge of your Orators claim and that your Orators may have such other and further relief in the premises as to your Honors shall seem meet and they shall ever pray &c

By Curry & Robinson
Solicitors for Complainants

Issue Suppoena for George Snodgrass, in Union County, and to Cyrus Fay to Franklin County Ohio

Curry & Robinson
Solr for Com.ts

To the clerk of Union Com Pleas
Dated February 3rd 1852

Robinson, Patterson & Co
vs
Cyrus Fay &
George Snodgrass
Bill in Chancery

Filed February 3d 1852
James Kirkpatrick clk

to Issue
Cpd

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 Honors, your Orators, Nicholas Gosharn, John L. Patterson, and Flavius J. Philips, all of Hamilton County, State of Ohio, late partners in trade, under the name and firm of Gosharn Patterson & Co. That at the September Term of the Court of Common Pleas in the County and State of Ohio AD 1851 your Orators, in their firm name recovered a Judgement at law for the sum of $244.51 damages and $3.00 costs of Suit against George Snodgrass of the County of Union aforesaid (and whom your Orators pray may be made party defendant to this Bill) which Judgement yet remains unsatisfied

And your Orators further represent that on the thirty first day of January AD 1852 they caused Execution to be issued upon the said Judgement and the same has been returned by the Sheriff no property lands or tenements whereon to levy. The said George Snodgrass has no property real or personal subject to execution at law, but is nevertheless the Owner of certain equitable interest in real Estate which ought of right to be subjected to the payment of your Orators said Judgement and which are as follows. One time in the year AD 1849 as your orators suppose, but at what time is to your Orators uncertain and unknown, One Cyrus Fay of the County of Franklin and State of Ohio (and whom your Orators pray may be made a party defendant to this Bill) sold to said George Snodgrass In Lot No. 44 in the town of Marysville, in Union County State of Ohio for a sum of $600.00, a therealouts and gave to said George Snodgrass a bond to convey the said premises to him in Fee simple, with covenants of warranty on full payment of the consideration money and the said George Snodgrass took immediate possession of said premises and has retained the same ever since and from time to time made payments to said Cyrus Fay, leaving a part of said consideration money yet due, and the said George Snodgrass since the time of said purchase of said premises, has made many and valuable improvements thereon, and the said Cyrus Fay, to secure the said consideration money yet due, unpaid, still holds the legal title to said premises, and your Orators further represent that they do not know what proportion of the purchase money on said tract of land still remains due and unpaid

Your Orators therefore pray process against the said Cyrus Fay and George Snodgrass, and that they may on their corporal oaths to the best of their knowledge, remembrance and belief, full true and direct, and perfect answer make to all and singular the matters aforesaid, and especially that the said George Snodgrass in manner aforesaid, may answer, fully the time when said contract was entered into, its nature, and that the said Cyrus Fay may in manner aforesaid

Union Com. Pleas

Goshom Patterson & Co
vs
Leyna Fay &
George Snodgrass

Set in chy

Filed February 3rd 1852
James Kirkpatrick for clk

Curry & Robinson Solts
for complts

Received this writ February 3d 1852
Served this writ by delivering to George Snodgrass
a certified copy. Fees Mileage 3d 1852
Serv 3 50
Copy 2 50 / 6 50

William G. Wain Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon George Snodgrass

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 et al by Nicholas Goshorn, John L. Patterson and Flavius J Philips late partners in trade under the name and firm of Goshorn Patterson & Co

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 3rd day of February A. D. 1852

James Kinkade Jr

Clerk of Common Pleas.

Union Common Pleas

Goshorn Patterson & Co

vs

Cyrus Fay &
George Snodgrass

Sub. in chy

Filed February 6th 1852
Jarius Hinkle jr Clerk

Served this writ on
Cyrus Fay personally
by Copy - February 8th 1852

John Grenlee Shff

Fees 70 cts Paid by L.
Pltffs. Atty. ~~[illegible]~~

J Grenlee Shy

Curry & Robinson Sols for
Complainants

The State of Ohio, Union County, ss; Franklin

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

We command you to summon Cyrus Fay

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 also by Nicholas Goshorn, John L. Patterson and Flavius J. Philips, late partners in trade under the name and firm of Goshorn Patterson & Co —

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 3rd day of February A. D. 1852

James Kinkade Jr Clerk of Common Pleas.

Chancery Case File

Case No. 1852-CH-0002

No. 52-CH-3

Union Common Pleas Court.

Jeremiah M Cumberson
Plaintiff,

AGAINST

Hiram Overstol
Defendant.

JUN TERM. 1852

Dismissed

Journal 5 Page 110

Record No. Page

No Record.

Ex. Doc. A Page 149

wife Isaac Cork and Catharine Cork conveyed their interest in said real Estate to the said Hiram Beal; that on the 15th day October A.D. 1848 the said Hiram Beal conveyed his interest to just six ninth parts in said real estate to one Amos Underwood; that on the 9th day of Dec A.D. 1851, the said Amos Underwood conveyed his interest to one Hiram Owen of Union County & State of Ohio, who now owns & is seized of six ninth parts of said real estate subject to the dower interest of your petitioner; Your Petitioners further represent that the said Sarah Cork who intermarried with Bushnell Campbell, has since died, and left her two children Sylvanus Campbell & Elizabeth Campbell her being at land, and her said husband the said Sylvanus Campbell & Elizabeth Campbell are her survivor ~~[illegible]~~ infants and the latter three are Residents of the State of Illinois; Your Petitioners therefore pray that all the parties aforesaid who are interested may be made parties defendant to this petition; that process of subpoena & publication may be had against the said Hiram Owen, Susan Cork, Elizabeth Jenks, Allen Jenks, of Union County aforesaid, and Bushnell Campbell, Sylvanus Campbell and Elizabeth Campbell of the State of Illinois; that said parties may answer all & singular the matters aforesaid, and that on a final hearing, reasonable dower may be assigned to your petitioners and that they may have such other and further relief in the premises as shall seem equitable & your petitioners shall ever pray

Curry & Robinson
Solicitors for Petitioners

Issue subpoena for Hiram Owen, Allen Jenks, Elizabeth Jenks, & Susan Cork, Bushnell Campbell, Sylvanus Campbell & Elizabeth Campbell

Curry & Robinson
Solrs for petrs

Teste clerk of Com. Com. Pleas
Feb 23d 1852

Jeremiah Macomber
Rebecca Macomber
vs
Hiram Owen et al

Filed February 23 1852
James Downs Clerk

Cost paid
D Reed

To the court of Common Pleas within and for the county of Union & state of Ohio in chancery sitting

Your petitioners Jeremiah Macomber and Rebecca Macomber of the county of Delaware & state of Ohio respectfully represent. That on or about the 15th day of Feb. AD 1824 your petitioner Rebecca Macomber intermarried with John Cork then of Ross county and state of Ohio; that after living many years in peace ~~& happiness~~ without reproach the said John Cork departed this life ~~on or~~ about the 15th day of October AD 1843 in the county of Union aforesaid where he then resided and where his principal messuage was then situate, leaving your petitioner Rebecca Macomber his widow; George W Cork, Daniel Cork, Mary A Cork, who intermarried with William Zigler, Catharine Cork, Martha Cork, intermarried with John Macomber, Elizabeth Cork, intermarried with Allen Sunters, Susan Cork, Isaac Cork, and Sarah Cork, intermarried with Bushnell Campbell his children and heirs at law, and entitled to the next & immediate estate of inheritance in the real estate hereafter mentioned; that the said John Cork during his coverture with your petitioner Rebecca Macomber was seized and died seized of, as an estate of inheritance the following real estate, situate in the county of Union aforesaid being part of two surveys Nos 3469 and 3470 bounded as follows to wit, beginning at a large elm & lynn in the west line of survey No 3469 and the north west corner of subdivision No 7 of the two surveys Nos 3469 & 3470 south west corner of a tract of land conveyed to the state of Ohio for Canal purposes, about 194 poles S. 7 West from the said survey No 3469, running thence S 7 West 125 poles to two beeches ~~[illegible]~~ Thence S 83 East 140 poles to two beeches, crossing a branch, thence N 7 East 125 poles to three beeches, thence N. 83 W. 140 poles to the beginning containing one hundred and eight acres, more or less; in which premises your petitioners are entitled to dower, according the statute in such case made and provided; your petitioners further represent that on the 7th day of December AD 1846 the said Rebecca Macomber (formerly Rebecca Cork) intermarried with the said Jeremiah Macomber; that on the 25th day of July AD 1848 the said Martha Cork conveyed her interest in said premises to one Hiram Peal; that on the 19th day of February AD 1847 the said William Zigler & Mary A. his wife, George W Cork & Lydia his

Jeremiah Macomber
Rebecca Macomber
vs
Hiram Owen et als

Filed March 26 1852
James Lorrin Clerk

Cary & Robinson attys for Pltfs

Served this writ By delivering to the within named Allen Trunks and Elizabeth Trunks a certified copy of this writ February 26th 1852 Served this writ By delivering to Hiram Owen a certified copy of this writ March 25 1852

Fees Mileage	175
Serv's	75
Copys	60
	2 50

William C Martin Sheriff

80

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Hiram Owen Allen Lunks Elizabeth Lunks Susan Cook, Bushnell Campbell Sylvanus Campbell & Elizabeth Campbell

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 et als by Jeremiah Macomber & Rebecca Macomber

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

James Lowner

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

the 23 day of February A. D. 1852

James Lowner Clerk of Common Pleas.

Chancery Case File

Case No. 1852-CH-0004

No. 52-CH-4

Union Common Pleas Court.

Millford Philips
Plaintiff,

AGAINST

Catharine Smedley
Defendant.

NOV TERM. 1852

Dismissed

129

Journal 5 Page 128

Record No. No Record Page

Ex. Doc. A Page 142

Cly No 41

Catharine Smedley
vs
Milford Phillips

Certificate made

no Record

Union Common Pleas

Catharine Smedley
vs
Milford Phillips
Pet for Dower

Filed March 2d 1852
James Turner Clerk

To the Honorable the Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery Sitting.

Respectfully represents ~~unto~~ to the Court, your petitioner Catharine Smedley, of the County and State aforesaid, that on or about the 14th day of February AD 1818, your petitioner intermarried with one Samuel Smedley then of the County of Ross, and State of Ohio. Your petitioner further represents that after her said Marriage, she removed with the said Samuel to the County of Union aforesaid, where they continued to live together as husband and wife untill about the 30th day of August AD 1836, when the said Samuel abandoned your petitioner and went to parts unknown, leaving amongst others the following described real Estate in which he had a fee simple title at that time to wit, In Lot No (18) eighteen in the town of Milford Union County Ohio, as designated on recorded plat of said town. Your petitioner further represents that she afterwards on the 15th day of April AD 1842 filed her petition for divorce against said Samuel Smedley in the Supreme Court of Union County Ohio, alleging as cause of divorce wilful absence, and afterwards on the 27 day of June AD 1842 said Supreme Court by decree dissolved said marriage contract between your petitioner and said Samuel Smedley, by reason of the aggression of said Samuel as aforesaid, your petitioner further represents that said Samuel since the granting of said divorce, to wit about the year 1844, departed this life in the State of Illinois as she is informed and verily believes, leaving no Children. Your petitioner further represents that said In Lot No 18, was sold on execution against the said Samuel after he had abandoned your petitioner, as aforesaid, and that one Milford

- Phillips holds the Legal title for the same derived from or through said Sale on execution Your Petitioner further Charges, that said Samuel was during coverture with your petitioner as aforesaid seised as an Estate of Inheritance of Said In Lot No, 18, And that your petitioner has never ~~[illegible]~~ relinquished her right of dower in Said Lot - Nor has the same or any part thereof ever been allowed to her as alimony, And Your petitioner Charges that she is entitled to Dower in Said premises according to the statute in Such Case made and provided

Your Petitioner therefore prays process of Subpoena against Said Milford Phillips, and that he may to the best and utmost of his ~~knowledge~~ remembrance information and belief full true direct and perfect answer make to all and singular the matters aforesaid, and that 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 Honor may seem Equitable and your petitioner will ever pray &c

Cole & Porter. Sol.s
for Complainant

Filed March 6 1852

James Lynner Clerk

Catharine Smelley
Milford Phillips } Set for Dower

Issue a Subpoena against Milford Phillips, returnable at next term Court to answer a petition for Dower

To the Clerk of
Union Common pleas

Cole & Porter Sol,s
for Complainant

March 6th 1852

Union Comm Pleas

Catharine Smedley
vs
Milford Phillips

Filed March 13 1852
James Stevens Clerk

Served this writ March 13th 1852
By delivering to the wife of the
within named Milford Phillips at his Residence
a certified copy of this writ Fees Mileage .25
Serv .35
Copy .20
.80

William C Malin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Milford Phillips

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 For Dower ~~in chancery~~, exhibited against him by Catharine Smedley

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 ~~JAMES KINKADE, Jr.~~ Clerk of said Court, at Marysville, the 6th day of March A. D. 1852

James Turner Clerk of Common Pleas.

Chancery Case File

Case No. 1852-CH-0005

No. 52-CH-5

Union Common Pleas Court.

Rendal Thomas
Plaintiff,

AGAINST

John T Ellison
Defendant.

MAR TERM, 1853

Dismissed

Journal 5 Page 181

Record No. ~~No~~ Record Page

Ex. Doc. A Page 143

The J. D. Smith Co., Springfield, Ohio.

Cly No 232

Kendall Thomas
vs
John J Ellison

No Recon

Kendall Thomas

vs

John T. Ellison

Bill in Chancery

Filed March 11 - 1852
James Turner Clerk

To the Honorable Court of Common Pleas within and for the County of Union in Chancery Sitting

Your Petitioner Kendall Thomas represents that on or about the 2d day of November A.D. 1847 he was seized in fee simple of the following described land to wit; Thirty acres of Lot No 2 in Survey No 2997 to be laid off in said Lot as follows; Beginning at a point in the Bellefont Road opposite the centre of the Cabin on said Lot built by J. Heikle and now occupied by the said Ellison - Thence along the Road N 34 E and from the beginning again S 34 W so far that a line run from each end of the Road line and parallel to each other and to the north and South lines of the said Lot No 2 will include the quantity - which tract has been surveyed as follows, to wit; "Beginning at a Stake in the Road thence N 81° E 124 poles to two Beeches and a Sugar, thence S 7° 30' E 34¾ poles to Three Beeches - thence S 81° W 155 poles to a Stake in the Road - thence with the Road N 34° E to the Beginning" Situated in Union County -

That on or about the date aforesaid he entered into an agreement in writing with one John T. Ellison (whom your petitioner prays may be made defendant to this Bill) for the Sale of the said described premises to the said ~~Michael~~ John T. Ellison upon the following terms and conditions to wit; the said John T. Ellison agreed to pay to your petitioner the sum of One Hundred and fifty one dollars & Eighty cents in two inst. - allments with interest as follows, to wit;

Seventy five $\frac{90}{100}$ Dollars on or before the 2d day of November AD 1848 and Seventy five $\frac{90}{100}$ dollars on or before the 2d day of November AD 1849, all bearing interest from the 2d day of November AD 1847 - and also the said ~~[illegible]~~ John T. Ellison further agreed to pay all the taxes and assessments which might be demandable on the said premises - upon the fulfilment of which said agreement by the said John T. Ellison your petitioner agreed to convey to him the said described premises by a good and sufficient deed of General Warranty (The original of which said agreement will be produced upon the hearing of this cause) - your petitioner further represents that the said John T. Ellison has wholly failed to comply with the terms and conditions of the said agreement by him to be performed never having paid any of the said installments aforementioned or the taxes on said land - your petitioner further avers that ~~but~~ he was at all times ready on his part to perform the terms and conditions of said agreement by him to be performed but that the said John T Ellison failed to perform his part of said agreement -

your petitioner therefore prays that the writ of Subpoena may issue against the said John T. Ellison that he may be compelled to answer all and singular the premises, and that on the final hearing of this cause that the said agreement may be decreed to be recinded, or that the said premises may be sold and the proceeds thereof applied to the payment of the said installments with interest and taxes, and for such other and further relief as equity and good conscience may require, and your petitioner will ever pray &c -

Kendall Thomas
in person

Union Commen Pleas

Kindale Thomas
vs
John Ellison

Sub in Chy

Filed April 3 1852
James Lowry Clerk

The Petition in Nonce John Ellison not found April 30 1852
Alias
60
W. Allen Pltff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon John T Ellison

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

Kendall Thomas

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

James Irwner

~~Witness JAMES KINKADE, Jr.~~ Clerk of said Court, at Marysville, the Eleventh day of March A. D. 1852

James Irwner Clerk of Common Pleas.

A-143

Randall Thomas
vs
John L. Ellison

Debt

Costs $3,58

This writ

Filed Oct. 3rd 1855
John Randall Clerk

Released

Wm G. Lee

Received this writ August 27th A.D. 1855 and served the same September 7th A.D. 1855 and received of John L. Ellison the sum of five dollars & thirty eight cts, it being the Amount of costs in this case

Fees Service 35
Mileage 55
Return 10
Postage 10
$1.10

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* 21st *day of* March *A. D.* 1853,

Kendall Thomas *recovered against*

John G. Ellison

as well as the sum of _____ *dollars and* _____ *cents for* _____ *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $3,58 *for his 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 John G. Ellison

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* $ _____ *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 27th *day of* August *A. D.* 1853.

Taber Randall *Clerk,*

"TRIBUNE" PRINT, MARYSVILLE, OHIO

No. 52-CH-6

Union Common Pleas Court.

Kendal Thomas
Plaintiff,

AGAINST

T W Harvey et al
Defendant.

MAR TERM. 1853

Dismissed

Journal 5 Page 181

Record No. No Record Page

Ex. Doc. A Page 143

Cly No A R 33

Kendall Thomas
vs
George W Harvey
Joseph Webb

$3.37 Costs
1 27
Paid Nov 25 1852

no Recon

Kendall Thomas

vs

George W. Harvey &
Joseph Webb

Bill in Chancery

Filed March 11 1852
James Thomas Clerk

To the Honorable Court of Common Pleas within and for the County of Union in Chancery Sitting—

Your Petitioner Kendall Thomas represents that on or about the 5th day of June AD 1847 he was seized in fee simple of the following described lands to wit; The west part of lot No 1. in Survey No 2996 in the name of the Reps of Isaac Jeffries decd— Beginning at an Elm and Beech North West Corner of said lot. Thence N 80° E 88 poles to a Stake the North West Corner of that part of said Lot sold to Wm Walley. Thence with Walleys line S 9½° 30' E 108, 28 poles to a Stake in the South line of the Original Survey and Walleys South West Corner Thence with said Original line S 80½° 30' W 88 poles to a post witness a Beech N 12½° W 7, 28 poles the South West Corner of said Lot No 1— Thence N 9½° 30' W 108, 28 poles to the beginning, Containing Sixty Acres of land more or less— Situated in said Union County—

That on or about the date aforesaid he entered into an agreement in writing with one George W. Harvey (whom your Petitioner prays may be made defendant to this Bill) for the Sale of the said described premises to the said George W. Harvey upon the following terms and conditions to wit; The said George W. Harvey agreed to pay to your Petitioner the Sum of Two Hundred and forty dollars in two installments with interest as follows, to wit; one Hundred and forty dollars on or before the 1st day of November AD 1847 and one Hundred dollars on or before the 1st day of November AD 1848, all bearing interest from the 5th day of June AD 1847— And also the said George W. Harvey further agreed to pay all taxes and assessments which might be demandable on the said premises—

upon the fulfilment of which said agreement by the said George W. Harvey your petitioner agreed to convey to him the said described premises by a good and sufficient deed of General Warranty (The original of which said agreement will be produced on the hearing of this Cause) — Your petitioner further represents that the said George W. Harvey has wholly failed to comply with the terms and conditions of the said agreement by him to be performed, never having paid any of the said installments aforementioned or the taxes on said Land — Your petitioner further avers that he was at all times ready on his part to perform the ~~the~~ terms and conditions of said agreement by him to be performed but that the said George W. Harvey failed to perform his part of said agreement —

Your petitioner further, is informed that one Joseph Webb (whom your petitioner prays may also be made defendant to this Bill) claims to have some interest in the said premises by virtue of an assignment of the said agreement from the said George W. Harvey, and that he is now in the possession of the same — Your petitioner therefore prays that the Writ of Subpoena may issue against the said George W. Harvey and Joseph Webb, that they may be compelled to answer all and singular the premises, and that on the final hearing of this cause, that the said agreement may be decreed to be recinded, or that the said premises may be sold and the proceeds thereof applied to the payment of the said installments with interest and taxes and for such other and further relief as equity and good conscience may require and your petitioner will ever pray &c

Kendall Thomas
in person

Min Common Pleas

Randall Thomas

vs

George W Harvey &
Joseph Loeb

Sub in Chy

Filed April 3 1852

James Turner Clerk

95
32
127

Served this writ By delivering to Joseph Welt a certified copy of this writ March 15th 1852
George W Harvey not found

Fees Milage	40
Serv	35
Copy	20
	95

William C Mac Cherry

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon George W Harvey & Joseph Webb

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

Kendall Thomas

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

James Lowmer

Witness ~~JAMES KINKADE, Jr.~~ Clerk of said Court, at Marysville, the 11th day of March A. D. 1852

James Lowmer Clerk of Common Pleas.

No. 52-CH-7

Union Common Pleas Court.

Kendal Thomas
Plaintiff,

AGAINST

Michael Carr,
Defendant.

MAR TERM. 1853

Dismissed

Journal 5 Page 181

Record No. No Record. Page

Ex. Doc. A Page 145

Chy. No ~~XX~~ 34

Kendall Thomas

vs

Michael Carr

no Recen

Kendall Thomas

vs

Michael Carr

Bill in Chancery

Filed March 11 1852
James Turner Clerk

To the Honorable Court of Common Pleas within and for the County of Union in Chancery Sitting —

Your Petitioner Kendall Thomas Represents that on or about the 13th day of February AD 1847 he was seized in fee simple of the following described lands to wit; Lot No 4 in Survey No 2996 in the name of Jeffries bounded as follows - Beginning at a Sugar and Beech in the Easterly line of the Original Survey - thence with the line of Lot No 3, S 80° 30' W 163 poles to a Hickory and Ash Corner to Lots Nos 3, 6 & 5 - Thence with the line of Lot No 5, N 9° 30' W 103,60 poles to an ash, Sugar and Ironwood Corner to Lot No 6 - Thence with the lines of Lots Nos 6 & 1, N 79° 15' E 161,25 poles to three Ironwoods and a Sugar in said Easterly line of the Original Survey Thence with said line S 9° 30' E 107,16 poles to the beginning - Containing one Hundred and Seven acres more or less - Situated in Union County —

That on or about the date aforesaid he entered into an agreement in writing with one Michael Carr (whom your Petitioner prays may be made defendant to this Bill) for the sale of the said described premises to the said Michael Carr upon the following terms and conditions, to wit; the said Michael Carr agreed to pay to your Petitioner the sum of Five Hundred dollars in four installments with interest for said described premises, as follows, to wit; Two Hundred dollars on or before the 1st day of April AD 1847 - One Hundred Dollars on or before the 13th day of February AD 1848, - One Hundred Dollars on or before the 13th day of February AD 1849 and One Hundred dollars on or before the 13th day of February AD 1850

all bearing interest from the 13th day of February AD 1847, and also the said Michael Carr further agreed to pay all the taxes and assessments which might be demand-able on the said premises — Upon the fulfilment of which said agreement by the said Michael Carr your petitioner agreed to convey to him the said described premises by a good and sufficient deed of General Warranty (The original of which said agreement will be produced upon the hearing of this cause)

Your petitioner further represents that the said Michael Carr has wholly failed to comply with the terms and conditions of the said agreement by him to be performed, never having paid any of the said installments aforementioned or the taxes on the said land — Your petitioner further avers that he was at all times ready on his part to perform the terms and conditions of the said agreement by him to be performed but that the said Michael Carr failed to perform his part of the said agreement —

Your petitioner therefore prays that the writ of Subpoena may issue against the said Michael Carr, that he may be compelled to answer all and singular the premises, and that on the final hearing of this cause that the said agreement may be decreed to be rescinded, or that the said premises may be sold and the proceeds thereof applied to the payment of the said installments with interest, and taxes, and for such other and further relief as equity and good conscience may require, and your petitioner will ever pray &c

Kendall Thomas
in person

Union County Ohio

Kendall Thomas

vs

Michael Carr

Sub Pr Cury

Filed March 3 1852

James Irwin Clerk

Served this writ By ~~delivering to~~ Serving a certified copy of this writ at the Residence of the within named Michael Carr March 15th 1852

Fees Mileage	45
Serv	35
Copy	20
	1,00

W G Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Michael Carr

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 Kendall Thomas

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

James Lowmer

Witness ~~JAMES KINKADE, Jr.~~ Clerk of said Court, at Marysville, the Eleventh day of March A. D. 1852

James Lowmer Clerk of Common Pleas.

A-145

Kendall Thomas
vs. Sander
Michael Carr

Debt

Costs $3,98
this writ 70

Filed Oct. 3d 1835
Saber Randall Clerk

Recorded

W. C. Lee

Received this writ August 27th 1835 Served this writ September 15th 1835 and received of Michael Carr $5,75 it being the amount of costs in this case

Fees Service .35
Mileage .50
Return .10
Postage 1.06
$1.06

William H. Ruff 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 holdt at the court house in the town of Marysville, on the* 21st *day of* March *A. D.* 1855

Kendall Thomas *recovered against*

Michael Carr

as well as the sum of _____ *dollars and* _____ *cents for* _____ ~~debt~~ *as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $3,98 *for his 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 Michael Carr

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* $ _____ *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 27th *day of* August *A. D.* 1855.

Taber Randall *Clerk.*

"TRIBUNE" PRINT, MARYSVILLE, OHIO

No. 52-CH-8

Union Common Pleas Court.

Kendal Thomas
Plaintiff,

AGAINST

Martin W Brown
Defendant.

NOV TERM. 1852

Settled

Journal 5 Page 130

Record No. 6 Page 248

Ex. Doc. A Page 145

Chy No 45

Rendall Thomas

vs

Martin W Bascom.

Cost bill

Recorded

Kendall Thomas

vs

Martin W. Brown

Bill in Chancery

Filed March 11 1852
James Thomas Clerk

To the Honorable Court of Common Pleas within and for the County of Marion in Chancery Sitting

Your Petitioner Kendall Thomas represents that on or about the 14th day of April AD 1846 he was seized in fee simple of the following described land in Marion County to wit; Lot Number two (No 2) in Survey No 2996 in the name of the Reps of Isaac Jeffries' Ded, lying on the South of the lot heretofore sold by your petitioner to one Benjamin Turney, and on the East of the lot heretofore sold by your petitioner to one ~~Benjam~~ Frederick J. Smith, and on the West of a lot lying in the Selden Survey owned by Wm D. Kirtland and on the ~~South~~ North of the remaining lot in the South East Corner of the said Jeffries Survey, containing by the Survey of John Graham One Hundred and ten & 1/4 acres more or less - The said lot No 2, is described by meets and bounds as follows to wit; Beginning at two Ashes & a Box Elder in the east line of the said Original Survey No 2996 and N.E Corner to lot No 1. - Thence with said line N 9°. 30' W 108 28/100 pole to a Sugar, Ash & Hickory - Thence S 80°. 30' W 163 poles to an Elm & Ash - Thence S 9°. 30' E 108 28/100 poles to an Elm & Beech - Thence N 80°. 30' E 163 poles to the beginning - Containing One Hundred and ten 1/4 acres of land — That on or about the date aforesaid he entered into an agreement in writing with one Martin W. Brown (whom your petitioner prays may be made defendant to this Bill) for the Sale of the said described premises to the said Martin W. Brown upon the following terms and conditions, to wit; The said Martin W. Brown agreed to pay to your petitioner the sum of Five Hundred and Thirty dollars with interest, in four installments for said described premises, as follows; to wit, One Hundred and Thirty two 50/100 Dollars on or before the

14th day of April AD 1847, One Hundred and Thirty two $\frac{50}{100}$ Dollars on or before the 14th day of April AD 1848, One Hundred and Thirty two $\frac{50}{100}$ Dollars on or before the 14th day of April AD 1849, and one Hundred and Thirty two $\frac{50}{100}$ Dollars on or before the 14th day of April AD 1850, all bearing interest from the 14th day of April AD 1846, and also the said Brown further agreed to pay all the taxes and assessments which might be demandable on the said premises — upon the fulfillment of which said agreement by the said Brown your petitioner agreed to convey to him the said described premises by a good and sufficient deed of General Warranty (the original of which said agreement will be produced upon the hearing of this cause)

Your petitioner further represents that the said Martin W. Brown has wholly failed to comply with the terms and conditions of the said agreement by him to be performed, never having paid any of the said installments aforementioned or the taxes on the said land — ~~And your petitioner is informed that the said Martin W. Brown has sold or assigned a part of the said premises to one Joseph Nott who is in possession of the same, this your petitioner avers was done without his knowledge or consent,~~

Your petitioner further avers that he was at all times ready on his part to perform the terms and conditions of the said agreement by him to be performed but that the said Brown failed to perform his part of the said agreement —

Your petitioner therefore prays that the said Martin W. Brown ~~and Joseph Nott~~ may be made defendants to this Bill, that the Writ of Subpoena may issue that they may be compelled to answer all and singular the premises, and that on the final hearing of this cause that the said agreement

may be decreed to be rescinded, or that the said premises may be sold and the proceeds thereof applied to the payment of the said instalments with interest, and taxes, and for such other and further relief as equity and good conscience may require and your petitioner will ever pray &c

Kendall Thomas
in person

Wayne County Pleas

Kendall Thomas

vs

Martin W Brown

Sub in Chery

Filed April 3 1852

James Lyons Clerk

Received this Writ By delivering to Martin W Brown a certified copy of this Writ Marion 15 1852

Fees Mileage 40

Serv 35

Copy 20

55

W C Mccain Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Martin N Brown

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 Kendall Thomas

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

James Turner

Witness ~~JAMES KINKADE, Jr.~~ Clerk of said Court, at Marysville, the Eleventh day of March A. D. 1852

James Turner Clerk of Common Pleas.

D. A. 145

Kendall Thomas
vs
Martin W. Brown

Debt

Costs $4,78
this writ ,70

Filed Oct. 29th 1833
Saben Randall Clerk

Recorded

W. G. Lee

Received this writ August 27th A.D. 1833 - and served the same
September 24th A.D. 1833 - and received the dollars as costs
in this case

Fees service 35
Return 10
Mileage 12
50
$1.47

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* Eighth *day of* November *A. D.* 1852,

Kendall Thomas *recovered against*

Martin W Brown

as well as the sum of _____ *dollars and* _____ *cents for* _____ *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $ 4.78 *for his* _____ *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* $ _____ *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 27th *day of* August *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

No. 52-CH-9

Union Common Pleas Court.

Andrew Mitchell
Plaintiff,

AGAINST

Lucien Lauthenthal,
Defendant.

NOV TERM. 1852

DECREE FOR PLAINTIF

Journal 5 Page 128

Record No. 6 Page 253

Ex. Doc. A Page 145

Ay No 38

Andrew Mitchell
Guardian &c
vs
Lucian Louthan

Recorded

N 80 E 102 poles to the begining, 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 be prescribed by law

By Curry & Johnson
His Attorneys

Chancery Docket No. 38
Mun. Com. Pleas

Andrew McIntosh
Guardian &c
vs
Lucien Leuther, et al
Petition in Eq

Filed March 17 1852
James Brown Clerk

C P P

26
400
10400
147
3022
73

26
450
1300
1046
11700

To the Court of Common Pleas within and for the County of Mnin and State of Ohio

Andrew Mitchell, 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 represents that the said Minors are seized in fee simple each of an undivided third part of certain Land situate in Mnin 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 McDawson by Levi Phelps Surveyor in September AD 1838 and now of record in the office of the Records of Deeds in said County of Mnin, Begining at two beeches and a Lynn in the Greenville treaty line, northwestery corner to the most northerly of said surveys Nos 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 Reel oak, thence S. 80 W. 190 poles to a beech and ash, thence N. 2. E. 90 poles to the begining, containing one hundred and five acres, more or less. Also Lot No 2 of said subdivision, Begining at a sugar tree and Reel oak, southwestery corner of Lot No 1 of said subdivision, thence south = 40 minutes W. 90 poles to two beeches and a sugar tree, thence S 80, west 193 poles to two beeches, thence N. 2. E. 90 poles to a beech and ash, southwestery corner of lot No 1, of said subdivision, thence N 80 E 190 poles to the begining, containing one hundred and seven acres more or less. Also Lot No 9 of said subdivision, Begining at 3 ashes S East corner of the most southerly of said surveys Nos = 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, S W. corner to lot No 10, of said subdivision thence N 80 E 142 poles to two sugar trees and a Lynn South E. corner to Lot No 10 of said subdivision, thence south = 15. East 142 poles to the begining containing one hundred and forty five acres, more or less = Also Lot No 8. of said subdivision, Begining 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

Union Common Pleas

Andrew Mitchell
Guardian &c
vs
Lucien Lowther et al

Subpoena in Chancery

Filed March 24 1852
James Turner Clerk

Served this writ by leaving copies with the said Lucien & Jos. Ed at their dwelling House the 19th day of Mar. A.D. 1852 —

Fees
Serving 70
Copies 40
Mileage 10
$1.20

Manas Allison
Sheriff

The State of Ohio, Union County, ss: Jefferson

To the Sheriff of the County of ~~Union~~, 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 Andrew Mitchell, Guardian of Lucian Lowther Isabella Lowther & 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.~~ James Turner Clerk of said Court, at Marysville, the 17th day of March A. D. 1852

James Turner Clerk of Common Pleas.

to be on interest from the sale aforesaid = Notice was given by me of said time and place of sale by advertising the same for four weeks successively prior to said day of sale in the Marysville Tribune, a weekly newspaper printed in and of general circulation in the County of Yuba where the land lies =

July 29th 1852

Andrew Mitchell
Guardian of Lucien Lowther, &c

Andrew Mitchell
Guardian &c
vs
Lucien Lowther et als

Report of sale

Filed August 11 1852
[illegible]

5 ¢

6 ¢

~~Sd Mayer~~

Return of sale made by Andrew Mitchell Guardian of the children of Samuel Lowther decd.

In pursuance of an order made in this cause at the June Term of the Union Common Pleas court AD 1852. I sold to James C Miller at public auction on the 28th day of July AD 1852 between the hours of one and four P.M at the door of the court house of said county, the real estate in said petition described as Lot No (1) ~~one~~ for the sum of four hundred and twenty dollars. also Lot No (2) two of said real estate. for the sum of four hundred & eighty one dollars & fifty cents; sold at the same time, place and under the same circumstances. to Hugh Ross Lot No (9) nine of said real estate. for the sum of eight hundred and four dollars & seventy five cents ~~Also~~ sold at the same time and place by virtue of the same authority Lot No (8) eight to Samuel Stokeley for the sum of two hundred and ninety eight dollars and fifty five cents. the one third part of said sums were paid down. the one third of each sum to be paid in one year from the sale aforesaid, and the remaining third. to be paid in two years from the sale. & the deferred payments

Andrew Mitchell
Guardian &c

vs

Lucien Lowther et al

Proof of publication

Filed Nov 6 1852
James Turner Clerk

SALE OF REAL ESTATE,
BY
ORDER OF COURT.

On the 28th day of July, A. D. 1852, at one o'clock in the afternoon, 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 Lucien Lowther, Isabella Lowther, and Mary Lowther, minor heirs of Samuel Lowther, late of the State of Virginia, dec'd, to wit: situate in the county of Union, and State of Ohio, being parts of two surveys numbered 786½, in the name of John Gibson, described as follows, to wit: Lot No. 1, of the subdivision of said surveys made for Robert M. Dawson, by Levi Phelps surveyor, in September, A. D. 1838, and now of record in the office of the Recorder of said county of Union, also, Lot No. 2, of said subdivision, also, Lot No. 8 of said subdivision, also Lot No. 9 of said subdivision—Lot No. 1 of 105 acres more or less, appraised at $2,41 per acre; Lot No. 2 of 107 acres more or less appraised at $3,00 per acre; Lot No. 9 of 145 acres, more or less, appraised at $4,25 per acre; Lot No: 8 of 90½ acres more or less, appraised at $2,75 per acre—terms of sale one third cash in hand, one third in one year, and the balance in two years, the deferred payments to draw interest from the day of sale and be secured by mortgage of the premises.

ANDREW MITCHELL,
Guardian of said Minors.

CURRY & ROBINSON, his Att'ys.

June 24th, 1852. 142w4.

Printers fee $3,75

State of Ohio Union County ss

I. C. S Hamilton publisher of the Marysville Tribune, a weekly newspaper of general circulation in said county of Union, do make oath that the notice hereto attached was published for full consecutive weeks between the 24th day of June 1852 and the 28th day of July of same year C S Hamilton

Sworn to and subscribed before me this 8th day of November 1852
James Turner Clerk

Andrew Mitchell
Guardian - D.C.
T

Lucien Southerland et als

Proff of publication of
sale

CJR

I. C. S Hamilton, Editor and publisher of the Marysville Tribune. a weekly newspaper published in and of general circulation in the county of Union and State of Ohio. do make solemn oath that the notice hereto attached, was published four consecutive weeks immediately prior to the 28th day of July 1852, in said newspaper

Sworn to and subscribed before me this day of AD 1852

Filed April 17 1852
James Turner Clerk

3

Appraisment

Andrew Mitchell, Guardian &c vs Lucien Lowther et als
Petition to Sell

On Motion to the Court by Counsel for the Petitioner it is ordered that William Ferguson, William Phelps and Benjamin Fisher being first duly sworn do upon actual view of the premises make a just valuation of the real estate in the petition described as follows: to wit: 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 lyme in the Prieville Treaty line northwesterly corner to the most northerly corner of said surveys Nos 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 southwesterly 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 Nos 7869 and N.W. Corner of Andrew Moores survey No 7009: thence S 80 W 185 poles to three beeches: thence N 2 E 143 poles to four beeches southwest 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 sugartree: thence N 80 E 102 poles to the beginning containing 90½ acres more or less. And that they return such valuation to this Court forthwith.

The State of Ohio Union County ss
I James Lowner Clerk of the Court of Common Pleas in & for the County & State aforesaid do hereby certify the above to be a true copy of the Journal Entry in said case.
Witness James Lowner Clerk of said Court at Marysville this 15th day of June AD 1852
James Lowner Clerk

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

The State of Ohio, Union County, SS.

On this 15th day of June A. D. 1852, before me personally appeared William Ferguson, William Philips and Benjamin Fisher, within named, and made solemn oath that they would, upon actual view, honestly and impartially appraise the real estate in the within order described, in pursuance of the order of the Court of Common Pleas of Union County, in the case of Andrew Mitchell Guardian, &c. vs. Lucien Sowther et als.

J. B. D. Hayes.
Justice of the Peace of said County

June 15th 1852.

To The Court of Common Pleas of Union County:

In Obedience to the within order we, having been first duly sworn, upon actual view of the premises, do estimate the just value of the within described real estate as follows, to wit: the within described lot No. 1 at $241 per and No. 2 at $8.00 per acre and No. 9 at $42.5- per and No. 8 $27.5-

William Philips
Wm. L. Ferguson
his
Benjamin + Fisher
mark

Attest J. M. Tucker

Appraisers fees $

Guardians expenses $4.00

Andrew Mitchell
Guardian &c
vs
Lucien Lowther et als

Rec. for Subpoena
for defts

Filed March 17 - 1852
James Turner Clerk

~~Andrew~~ Mitchell
Plaintiff
vs
Lucien Lowther
Isabella Lowther
Mary Lowther

Minor Com. Pleas
Petition to sell Land
In Chancery

Issue Subpoena to the Sheriff of Jefferson County, subpoena for Lucien Lowther, Isabella Lowther and Mary Lowther. —

Curry & Robinson
Attys for Petitioner —

To the Clerk of
Minor Common Pleas
March 17th 1832

Chancery Case File

Case No. 1852-CH-0010

No. 52-CH-10

Union Common Pleas Court.

John Cassell
Plaintiff,

AGAINST

Sheldon Smith
Defendant.

NOV TERM. 1852

Dismissed

Journal 5 Page 130

Record No. Page

No Record

Ex. Doc. A Page 147

Chy No 46

John Cassil
vs
Sheldon Smith

Cert Bill
Dismd
[illegible]

John Cassel
vs
Sheldon Smith

Bill in Chancery

Filed March 23 1852
James Lyons Clerk

C H R

To the court of Common Pleas in and for the county of Union and State of Ohio. in Chancery sitting

Respectfully represents unto your Your Honor your petitioner John Cassil of Union County aforesaid that at a sale of lands delinquent for the non payment of taxes in said County of Union. on the 12th day of January AD 1846. the Treasurer of said County in pursuance of law offered at the door of the court house in said County. for sale the following parcels of land situate in Millcreek township in said County. bounded as follows. to wit ~~Begining part~~ of Survey No 2992. Begining at an iron wood and white oak. South East corner to Christian Myers land. thence S 8 E. 205 poles to a hickory and red oak S.W. corner to Asa Robinson. thence S 8 West 80 poles to a maple S.E. corner to Daniel Duvalls land thence N 8 West 205 poles to a sugar, ash and iron wood N.E. corner to J McCauleys land. thence N 8. East 80 poles to the begining. containing 102 acres. also another part of said survey No 2992. Begining at a small beach in the line of Leonard Turner. thence N 81 E 83 poles to an elm in the line of Jacob Bonesmith thence with his ~~line~~ line N 89 West 50 poles to two sugars corner to J McCauleys land. thence with said McCauleys line S 81 W. 77 poles to two sugar trees in said Turners line thence with his line S 8 E 50 poles to the begining containing 20 acres. more or less That said treasurer duly sold said land. at said tax sale to John Cassil your petitioner. for the sum of twenty dollars. forty cents and three mills. That being the amount of the tax. interest and penalty charged on said land on the tax duplicate of said county for the year AD 1844. and the simple tax charged on said land for the year 1845, That the description of said land on the tax duplicate aforesaid. and in the advertisement and notice given of said sale given by the auditor of said county was as follows to wit " Owners name John A Bryan. No of Entry 2992. Original quantity 1100 acres. Water course. Millcreek Original owner. William Trogdan Number of acres 127 Value $537 That said sum of $20.40.3 tax &c was on said 12th day of January AD 1846 paid by your petitioner to the treasurer aforesaid and that on said 12th day of January AD 1846 John Johnson. Auditor of said county issued his certificate of said sale to your petitioner and

transferred said land to the name of your petitioner, on the tax
For a more full description of the proceedings had at said tax sale reference is hereby made to the records of the auditor of said county
duplicate of said County. That on the Eighth day of
January AD 1848 your petitioner paid twenty
two dollars and ninety five cents tax on said real
Estate. That, on account of the want of a full and
sufficient description of said premises, in the notice of
said tax sale, and other errors in the proceedings of
said sale, your petitioner has been and is unable to
obtain possession of said premises. That said tax claim
is a lien upon said premises. That under a certain
decree of the court of Common Pleas in and for said county
of Union, said premises were sold by the sheriff of said
county, on the 19th day of February AD 1848, to one
Sheldon Smith of said county of Union (who your peti-
tioner prays may be made party defendant to this Bill) the
said Smith then well knowing of said tax lien, that
said Sheldon Smith is now seized of said prem-
-ises and though your petitioner has often times reques
-ted said Smith to pay said tax lien, yet said
Smith hath and doth totally refuse so to do.
Your petitioner therefore being without remedy at
law prays that the said Sheldon Smith be made
party defendant to this Bill, that he may answer
all and singular the matters and things herein set forth
that he may be ordered by this court to pay said tax claim
and in default thereof said tax lien may be enforced
against said land & the same or so much thereof as may be necessary to pay said claim and
be sold to pay said
tax lien, and that your petitioner may have such
other and further relief as shall to this court
seem equitable. He shall ever pray
By Curry & Robinson
Solicitors for Complainant

Warren Common Pleas

John Cadell
vs
Sheldon Smith

Ad damn Obligy

Filed Aug 3 1852
James Thomas Clerk

Served this writ By delivering to Sheldon Smith a certified copy of this writ March 25th 1852

Fees Milage

fees	60
	35
copy	20
	1.15

W C Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting;

We command you to summon Sheldon 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, 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.

James Lowner

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

the 23rd day of March A. D. 1852

James Lowner Clerk of Common Pleas.

John Cassil
vs
Sheldon Smith

Prec. on Subpoena

Filed March 23 1852
James Lemon Clerk

John Cassie
vs
Sheldon Smith

In Union Common Pleas
In Chancery

Issue subpoena for the defendant in this case returnable at the next term

Curry & Robinson
Solicitors for complainant

To the clerk of the court of Union Common Pleas
March 23d 1852

This Respondent insists that the complainant has no claim in equity set forth in the sd bill nor any grounds for the interference of a Court of Chancery; and therefore insists upon the same advantage of objection for the want of equity as though he had demurred for that cause.

This defendant denies all other matters in the sd bill to be true, and having fully answered prays to be hence dismissed with his costs herein expended.

Powell & Bush Defts' Sols.

Union Com. Pleas

John Cassel
vs
Sheldon Smith

Answer of Deft.

Filed June 19 1857
James Dunn Clerk

The answer of Sheldon Smith to the bill of John Capel pending in Union Com. Pleas, in Chancery.

This Respondent saving all exception to the errors, imperfections and insufficiency of the said bill for answer thereto nevertheless says; that, he admits that in February 1848 or thereabouts he did purchase the premises mentioned in the bill at Sheriff-sale upon ~~an execution~~ ~~from~~ a decree as mentioned in the said Bill against John A. Bryan; that at the time said sale took place the said Complaint was Clerk of the said Court, and urged this Respondent to purchase the said land, and represented to this Respondent that the money would pass through his hands and would be so applied as that the all the liens on the land would and should be all satisfied and discharged. This Respondent was induced to purchase the land at the instance of the said Complainant and by his representations that this Respondent by such purchase would get the land free and clear of all leases and claims, and the claim for taxes were then particularly mentioned. This Respondent therefore denies that the said Complainant has any just claim upon this respondent for the payment of the said taxes if any such taxes have been paid by the Complainant.

This Respondent is not informed as to any taxes paid by the Complainant as stated in the said bill, and therefore cannot admit the payment thereof and requires full proof thereof

John Barnes
to
Ashel Smith

Filed August 21 1852
James Lynn Clerk

John Cassell } In Crim Comm.
v. } Pleas, this day,
Shelden Smith } settled, and received.
in full of all demands.
$70. ac Dollars. And, Plaintiff agrees to pay all costs
in said Case, Case, to be dismissed at
Plaintiffs costs John Cassie

Chancery Case File

Case No. 1852-CH-0011

No. 52-CH-11

Union Common Pleas Court.

Thompson Bishop
Plaintiff,

AGAINST

Petition,
Defendant.

NOV TERM. 1852

Journal 5 Page 208

Record No. Page

Ex. Doc. Page

No Record

Chancy No
No 30
Thompson Bishop
Pet for Relief under
the insolvent act

no Recm

or any other person shall receive or expect any profit or advantage therefrom

Signed Thompson Bishop

Sworn to and subscribed before me this 1st day of Oct. A.D. 1851. John Cassel
Master Commissioner in Chancery

Fees: Schedule, Record, and Inventory	$1.50
Printers fee for publication	1.50
Certificate	.25
Copy	1.00
Oct 1 1851 Received of Applicant —	$ 3.75

I do hereby certify that the foregoing is a true copy of the Record Schedule Inventory Assignment and Oath made in the of are named. Application under the Act Entitled an Act for the relief of Insolvent debtors as taken by me at the day and date aforesaid given under my hand this 2d day of April A.D. 1852.

John Cassel, Master
Commissioner in Chancery

Thompson Bishop
Application for the
Insolvent Laws

Filed April 2 1852
Francis Turner Clerk

Copy of the Record Schedule Inventory and Oath of Thompson Bishop an applicant for the benefit of the Act for the relief of Insolvent debtors

October 1st 1851. This day came Thompson Bishop who is in custody of William Malin Sheriff of Union County Ohio. And made application to me John Cassel Master Commissioner in Chancery. There being no commissioner of insolvents in said County for a certificate to exempt his body from liability to imprisonment for debts. and thereupon delivered to me a schedule in writing of all debts by him owing specifying the names of the persons to whom due, together with questions and answers as required by law. And also his affidavit together with an assignment, ~~of all~~ in blank of no property belonging to him at this time being satisfied that the applicant has delivered up a true statement of all his monies and property and has commited no fraud by disposing of any money or property, and that the application has not been made to remove his body out of the jurisdiction of the court. He was not required by me to give bond, and thereupon I gave to said applicant a certificate exempting his body from imprisonment for debt as provided for by the law for the relief of Insolvent debtors. October 14th 1851. Advertised in the Marysville Tribune. Notice that ~~original~~ copy of the record and papers in this case would be returned to the court of common pleas of Union on the first day of the next term of said court

Copy of Schedule of Debts Owing by Thompson Bishop. October 1st 1851.

1. Due Orange Davis. On Book Acount. $10.00
2. Due Doctor Pinney by Note. $ 3.50
3 Due. Alexander. Thompson. on Book
-- Account - $ 11.00

4 Due Abe. Hudson. by Judgement. in Union. County. Court of Common pleas. entered against me. September 30. A D 1851. for $175.00. $ 175.00
Due Court Costs of the same Term. Septemb A D 1851. $ 20.00

The foregoing is a true and accurate schedule of all debts owing by me. according to the best of my knowledge. and belief.
October 1. 1851. (Signed) Thompson Bishop.

Copy of Questions and Answers. reduced to writing by the Commissioner.) Question put by said Commissioner, and Answered by said Applicant
Question) What are your circumstances at this time
Answer) I am insolvent, and under Arrest.
Question) Have you any property
Answer) No.

Question How long have you been a resident of this State, Answer.) I have been a resident of this State for more than twenty years
Question) How long have you been a resident of this County, Answer. It is something over three years. since I last gained my residence in this County) (Signed Thompson Bishop.

A. Schedule. of the Credits. of the said Thompson Bishop. and the Amount of property held by said Bishop.

Property given up. — None

No personal. property. of any Kind whatever

No Claims. due the said Thompson Bishop.
The foregoing is a true statement. of my property.

(Signed) Thompson Bishop.

Copy of Oath.

I Thompson Bishop. do Swear. that I was. not arrested. nor Am I now in Custody of any Officer at the Suit. of Ace Hendson by Any collusion or combination with the said Ace Hendson. or with any Other person. That I have delivered up. And assigned to the commission of Insolvents. of the bounty of Union all ~~my~~ the property that I have or claim any title to or interest in that Schedules. and inventory of any property Rights. Credits. And claims. in possession. Remainder. or Reversion and also all. my bonds. Notes contracts. in writing and Other contracts in which I am beneficially interested and that I have delivered the same to the commissioner. And also my books of Account. And all written evidences of my Rights. or title to any property whatever and that I have not directly or indirectly. At any time sold Conveyed or disposed of for the use of any person any money or property debt Right or claim or interested. the same to be with any person thereby to defraud my creditors or any of them or to secure the same so that I or my heirs

Thompson Bishop

Schedule of
Credits

Filed April 2 1852
James Dunn Clerk

Schedul. B. Credits - of the said Thompson Bishop - and the amount of property held by said Bishop.

property - given up.

No personal property of any kind whatever -

No - claims due - the said Thompson Bishop -

The foregoing is a true statement of my property

Thompson Bishop

Thompson Bishops
Schedule of Debts

Filed April 2nd 1852
James Dunn Clerk

Schedule A.
The Amount of Debts Owing
by Thomson Bishop,

1, On Book Account, $10.00
Due Orange Davis.
2- Due by Note $350 ct due.
Doctor Finney-
Due- Alexander Thompson-
On Book- Account- $11-00
Due Ar. Hudson- by- Judgement
of- court of common pleas of
Brown County- entered Sept 30-
1851- $175.00-

Due- Court costs- $20-00

I do hereby certy the foregoing is a true
And accurate Schedule of all debts due
by me according to the best of my knowledge and
belief Oct 1. 1851

Thompson Bishop

Bishops
proof of
Publication

21162

NOTICE

Is hereby given that on the first day of October, A. D. 1851, Thompson Bishop made application for the benefit of the act for the relief of insolvent debtors, a copy of the schedule, inventories, oath, and examination of said applicant, and a copy of the record of the commissioner in the case, will be filed with the Clerk of the Court of Common Pleas of Union county, Ohio, on the first day of the next term of said Court.

JOHN CASSIL, *Master Commissioner of said Court.*

Oct. 14, 1851. n5w2.

I, A. S. Hamilton 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 fifteen consecutive days ~~[illegible]~~ after the 13th day of October 1851.

A. S. Hamilton

Printers fee $1.50.

Sworn to and subscribed before me this 26th day of October A.D. 1851.

James Kirkade p. clerk of Union Com Pleas

Thompson Bishop
Application for
final Certificate

Filed April 2 1852
James Brown clerk

J C Dougherty
Atty for Petitioner

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 honour your Orator Thompson Bishop of the county of Union and state of Ohio that in or about the first day of October AD 1851 did make application to the commissioner of insolvents of the county of Union aforesaid, And that your Orator further represents unto your honour that he did then and there give up all property, moneys and credits belonging to your Orator for the benefit of his creditors in accordance with the Statutes in such cases made and provided. And did then and there receive his certificate of insolvency from said commissioner of insolvents. And your Orator further represents unto your honour, that Notice has been duly given in accordance with the Statutes regulating application for insolvency And your Orator further asks and prays your honour to grant relief in accordance with said Act regulating such cases. And upon the final hearing of said petitioner that your honour will grant a final certificate of insolvency and such other and further relief as to your honour shall seem fit.

J. C. Laughy Solicitor for petitioner

Thomas Bishop.
Examined

Filed April 2 1852
James Lynn Clerk

Examination of Applicant.

Question
Put by said Commissioner and
Answers by said Applicant
Question, What are your circumstances at this time
Answer, I am insolvent & under arrest
Question, Have you any property
Answer — No.
Question — How long have you been a resident of this state
Answer — I have been a resident of this state for more than twenty years
Question — How long have you been a resident of this County
Answer — ~~I think~~ it is something over three years since I last gained my residence in this county

Thompson Bishop

Thomas Bishop
Appellant

Filed April 2 1852
James Lowry Clerk

I Thompson Bishop do swear that I was not arrested nor am I now in custody of an officer at the suit of Ace Henderson by any collusion or combination with the said Ace Henderson or with any other person that I have delivered up and assigned to the commissioner of insolvents of the County of Union all the property that I have ~~of any kind~~ or claim any title to or interest in that schedule and inventory of any property rights credits and claims in possession remainder or reversion and also all my bonds Notes contracts in writing and other contracts in which I am beneficially interested and that I have delivered the same to the commissioner: and also my books of account and all written evidences of my right or title to any property whatsoever and that I have not directly or indirectly at any time sold conveyed, or disposed of for the use of any person any money or property debt right or claim or intrusted the same to or with any person thereby to defraud my creditors or any of them or to secure the same so that I or my heirs or any other person shall receive or expect any profit or advantage therefrom

Thompson Bishop

Sworn to and subscribed before me this 1st day of oct. A.D. 1851

John Cassil, Master Commissioner in Chancery

Thompson Bishop's application for insolvent certificate.

Brief of objections to his discharge.

Thompson & Bishop's petition for discharge, as an insolvent debtor.

The schedule of the petitioner, filed under Section 7, Swan's Stat. 441, does not set out the "original consideration" of the debts, as is required by that section, & the 8th Sec.

The petitioner (under Sec's 9 & 10, page 442 of Stat.) put in one schedule, saying that he had no property or credits.

He disregarded Sec. 11, page 442, and failed to make an assignment to Comm.

In the 10th line (from top) of the affidavit there is an omission of the following words: "by me made, contain, as far as I know or believe, a full description of all my property rights, credits," The words omitted are required by Statute (P. 441,) to be inserted, and without them the oath does not declare that the schedule & inventory contain a full description of his property, &c. Therefore his schedules & inventory are not verified at all!

Sec. 21, (P. 445) gives Court power to require petitioner to give bond (when his case is cont.) that he will appear at next Term and prosecute his application.

Sec. 28, (P. 446) gives Court power to grant a final certificate, provided they shall be satisfied that the proceedings before the Commissioner were in conformity with the statute.

On final hearing the Court may grant a certificate, or dismiss the petition as may seem just.

Sec. 34, page 447.

No. 52-CH-12

Union Common Pleas Court.

Thomas Stillings
Plaintiff,

AGAINST

James C. Dines
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTIFF

Journal 5 Page 209

Record No. 6 Page 358

Ex. Doc. A Page 153

Cly ~~No~~ 35

Thomas Stillings

vs

James C Dymes

cost bill made

Record

Union Common Pleas

Thos Stirling
vs
Jos C Lynch
et al

Petition Ely

Filed April 5 1852
James Irwin Clerk

J W Andrews Esq. Legal
Sterling dec'd. waives issuing
and service of process and
enters his appearance by
J R Swan his
atty.

E. Stirling
Sr

Copies

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

Your Petitioner Thomas Stillings of Union County Ohio respectfully represents that in the year of our Lord one thousand eight hundred and forty seven your Petitioner and one James Dynes of said County purchased jointly of one Lyne Sterling of the county of Franklin and State of Ohio the following described lands and tenements situate in the County of Union and State of Ohio to wit being a part of Survey No 2983 in the name of Anthony Sorlien in the Virginia Military district of lands beginning at the southwesterly corner of certain land owned by said Dynes thence in an easterly direction on the line of said survey to the southeast corner of the same about one hundred and forty six rods thence in a northerly direction on the line of said survey to the corner of land owned by John Shaver ~~to~~ one hundred rods from the said southeast corner to said survey thence in a westerly direction along the lines of said Shaver and Dynes one hundred and forty six rods to the corner of said Dynes in a ~~corner~~ another line of

the said Dynes thence in a southerly direction along the line of the said Dynes to the place of beginning containing about one hundred acres for a more particular description of the same reference is had to the title bonds a copy of which is held by the said James C Dynes and another by John M. Andrews Executor of said Sterling

Your petitioner further represents that at the time of the purchase aforesaid your petitioner and said James C Dynes paid two hundred dollars on said land each paying one hundred dollars thereon and by the terms of the purchase aforesaid your petitioner and the said Dynes were to pay to said Sterling five dollars and fifty cents for acre one half of the balance thereof to be paid in one year from the date of the sale to your petitioner and the said Dynes and the balance in two years from said sale and the said Sterling was to cause a survey of the same to be made to ascertain what balance was to be paid thereon at the rate aforesaid.

* Your petitioner further represents that he has always been ready to pay the balance which would be found due the said Sterling

upon the making of the survey which the said Sterling was by the terms of said contract to make of said land to ascertain what amount was due thereon but your petitioner respectfully represents and charges that no such survey has ever been made either by said Sterling in his life time or by his executor since his death nor has any deed been made or tendered by said land according to the terms of said contract to your petitioner for the respondents and charges that the said James C. Lynn purchased said lands and tenements to be held by them as tenants in common and that each was to pay one half of the balance found due therefor and to hold an ~~undivided~~ interest of one undivided half of said premises and that said James C. Lynn holds the title bond and all the papers therefor and refuses to your petitioner access to the same or a copy thereof.

Your petitioner ~~thereof~~ further represents that said Sterling has died since the purchase of the lands aforesaid that one John W. Andrews of said county of Franklin is his executor with full power to settle all claims and controversies in regard to his land and to carry into effect the contracts made by the said Sterling in his life time

Your petitioner therefore prays that said James E. Lynes and John W. Andrews Executors of the last will and testament of said Sterling deceased may be made defendants to this Bill and be compelled to answer all and singular the matters and things herein set forth and charged that the amount of the balance due on said land may be ascertained that a survey may be had of said lands and tenements according to the terms of said contract that said Lynes may be compelled to produce the title papers to said land and that an account may be had of the balance due on said lands and tenements and that upon payment of such balance said John W. Andrews as Executor may be directed to convey said lands and tenements to your petitioner and said James E. Lynes and that as your ~~petit~~ petitioner desires to hold his interest in said lands and tenements in severalty your petitioner upon such conveyance may have partition made of said lands and tenements according to law and equity and that if said James E. Lynes fail to pay his share of the balance found due on said land

that your petitioner may
pay the same and have
the same made a charge on
the interest of said Lynes in said
land as a lien and that
the Court may grant such
other and further relief as
is equitable and just in the
premises.

E. Stillings
Sol for Comp.

Marion County Pleas

Thomas Stillings
vs
James C Dynes
et al

Filed June 15 1852
James Dunn Clerk

Rec'd this writ by delivering to James C Dynes a certified copy of this writ June 15 1852

Fees Milage 20
Serv 35
Copy 20
75

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 C Dynes

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~~ forthwith answer a Bill in chancery, exhibited against him by Thomas Stillings

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

James Lowe

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

the 14th day of June A. D. 1852

James Lowe Clerk of Common Pleas.

Duncan Cam Fees

Thomas Millsap
vs
James C Jones
Ch ab

Filed April 6 - 1852
James Turner Clerk

Serve this writ by delivering to James C. Jones a certified Copy of this writ April 6 1852

Fees Milage 5
Serv 35
Copy 20
60

W. C. Mellard Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James C Dynes

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~~ forth with, to answer a Bill in chancery, exhibited against him by Thomas Stillings

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.~~ James Lowmr Clerk of said Court, at Marysville, the 6th day of April A. D. 1852

James Lowmr Clerk of Common Pleas.

Thomas Stillings
vs
James Dines
Surveyors Plat

The State of Ohio
Union County ss

To the Sheriff of said County Greeting;
We Command you that without delay, by the Oaths of Robert L Reed John Gabriel and Philip Coe you cause partition to be made of the following Lands & tenements to wit, Part of Survey No 2983, Lying and being in the County of Union and State of Ohio; Bounded and described as follows, Begining at a maple the original corner to the Survey, thence with the N. E. line of said Survey N 32½ W 100 poles to a stake and stone corner to John Pevers land. thence with his line S 54 W 154 poles to a stone in James Dynes line, thence with his line S 35 E 102 poles to a stake in the S. E. line of said Survey, thence with said line N 54½ E 146½ poles to the begining containing 93 and 3/8 acres, Between the following persons and in the following proportions to wit, to the said Thomas Stillings one half part and to James C Dynes one half part thereof, in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in certain Petition for Partition wherein Thomas Stillings is Petitioner and James C Dynes is defendant, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union. Together with this writ,

Witness James Turner Clerk of our said Court of Common Pleas at Marysville this 2d day of February A. D. 1853.

James Turner Clerk

Thomas Phillips
vs
Jesse G Lyons
Writ of Possession

Filed March 14 1853
Francis Duncan Clerk

Received this Writ February 2d 1853
I have executed this writ by the oaths of the within
Named Robert D Reed John Gabriel and Philip Coe
whose report is hereunto annexed and returned
Done on this 12th day of February AD 1853

Fees	Milage	75
	Levy	1.00
	Return	10
William B Crum Surveyor		2.00
Commissioners		3.00
		$6.85

March 14th 1853

William C Mullin Sheriff
County Va

Thomas Stillings
vs
James Dines

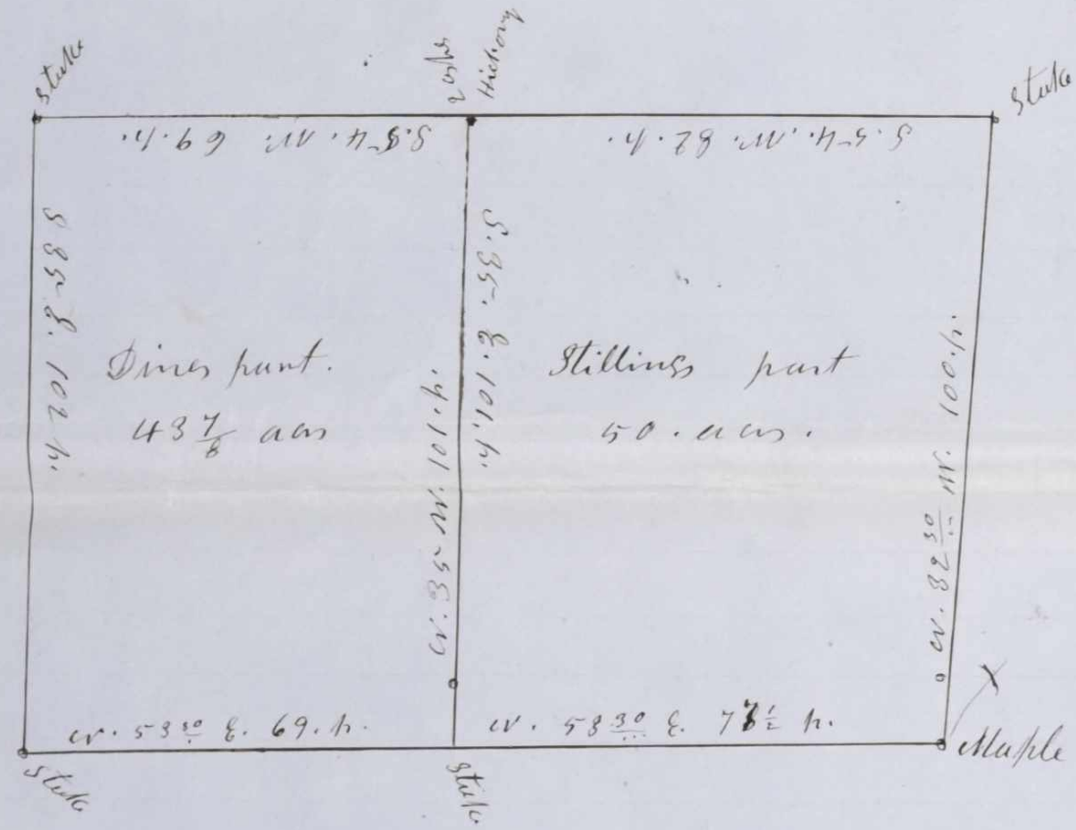
in Compliance with the requirements of a writ of partition from the Court of Common pleas for union County Ohio at their March term in 1852 in which we the undersigned were appointed Commissioners to make partition of part of Survey No 2983. between Thomas Stillings and James Dines would report that after being sworn as the law directs by the Sheriff of Sd County on the 12th day of February 1853 we set off to Thomas Stillings as his equal part of Sd lot of land fifty acres Bounded as follows. Begining at a Maple the original East erly Corner of the original Survey then running N 32½. West with the orig anal line of the Survey 100. pols to a stake Corner to John Pevers land then with his and James Dines line S. 54. W. 82. pols to a stake & ashes and a hickory then South 35. East 101. pols to a Stake in the original South East line of the the Survey then with the Sd line N. 83 30/100 East 77½. pols to the begining

We set off to James Dines as his equal part of Sd lot forty three acres ⅞ acres Bounded as follows Begining at the Easterly Corner of a lot now owned by Sd Dines in the original South East line of the orig anal Survey then with Sd line N 53 80/100 E. 69 pols to a stake corner to Thomas Stillings lot then with his line N. 35. West 101 pols to a stake & ashes and a hickory in a line of another lot owned by Sd Dines then with Sd line South 54. West 69. pols to the corner of Sd lot in the line of another lot of Sd Dines then with Sd line South 35. East 102. pols to the Begining all of which will more fully appear on the plat here with returned which is made part of this report

Robert D Reed } Commissioners
Philip Coe } for Partition
William L Martin Sheriff

Thomas Stillings
vs
James Dines

Commissioners
Report



Thomas Stillings
vs
James Dines

I certify the a bove to be a correct plat of of a partition made by me of part of Sur vey No. 2983. under the direction of Robert D. Reed John Gabriel and Phillip Cal com mis ioners in partition in the above case made on the 12th day of February ny 1853.

William B. Irvin Sur veyor U. C. O.

Filed March 24th
A.D. 1858.
James Skinner
Clerk

To the Hon. Court
of Common pleas
Union Co.

Report of grand jury
on condition of jail in
said Union Co.

March Term Common Pleas
The Grand Jury have examined the Jail in Union County and find the same to be in a reasonable condition considering the Dilapidated state of the old Building
March 23rd 1853

A. J. Wilkins Foreman grand Jury

Chancery Case File

Case No. 1852-CH-0013

Chy ~~N~~ ~~#~~ 13

No 17 ~~#33~~ ~~25~~

J W Andrews Exor
of Lyne Starling Ads

~~R~~ ns

R P Mann
Prince W Alden
J Gabriel
H Sheider

S 5, 196
D p 5.06

Sheriff
Mch 22/5
$ 2007.88

Union Com pleas

J H Andrews Exr
Lyne Starling dec'd
v

Reuben P Mann
Prince W Alden
Josiah Gabriel
Frederick Shideler

We waive the issuing and service of process herein and enter our appearance at June Term 1852

Reuben P. Mann
P. W. Alden
Josiah Gabriel
Friedrich Shideler

Filed April 17 1852
James Dunn Clerk

Serv'd Andrews

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

Your Orator John McAndrews Executor of the Estate of Lyne Starling late of the County of Franklin in the State of Ohio deceased represents that,

On the 4th day of March AD 1837 the said Lyne Starling then in full life entered into Articles of agreement of that date with Reuben P Maw (whom your Orator prays may be made party defendant to this bill) duplicate originals of which were mutually exchanged between the parties whereby the said Starling agreed upon the terms and conditions hereinafter mentioned to sell to said Maw the following lands situate in said County of Union to wit (part of Survey 2675 in name of Sullivant and two other adjacent Surveys) bounded as follows: Beginning at two white oaks on the banks of Slaby creek upper corner to Survey No 2675; thence N. 52° 25' E. 190 poles to a smaller red oak and two dog woods; thence N 40° W. 231 poles to four sugar trees; thence S. 85° E 337 poles to an elm and sugar tree; thence N. 52° 25' E. 32 poles to three hickory saplings thence S. 37° E. 40 poles to two buckeyes and a maple corner to Jas. Reed; thence S. 53° W 444 poles to two hickorys from one root on the bank of said Slaby Creek corner to lands sold Little Sam Reed; thence up the creek with the meanders thereof and binding thereon at low water mark to the beginning containing two hundred and seventy four acres of land. And in and by said Articles the said Maw

agreed to pay said Stanley the sum of $1918.00 four hundred and fifty in hand and the balance in two installments with interest annually: $734.00 on or before the 4th day of March 1838 and $734.00 on or before 4th day of March 1839. the said Mann having also executed his two promissory notes or single bills to the said Stanley or order for said several sums, payable as aforesaid; and the said Mann agreed to pay all taxes and assessments that might thereafter be demandable on said land and its appurtenances. It was further agreed in and by said articles that said several installments and single bills or notes above mentioned with interest should be punctually paid on or before the respective days when the same should be due as above mentioned; and if each and all were so paid said Stanley covenanted to sell, and, upon the punctual payment as last aforesaid, ~~the amount~~ of all of said several installments with interest, to convey by general warranty deed, the above described premises unto the said Mann his heirs and assigns, All which will more fully and at large appear by reference to said Articles and the said Notes which will be produced on the hearing of this cause

The said Lyne Stanley departed this life on or about the 21 day of November AD 1848 having previously made his last will and testament which has been duly admitted to probate and record in said County of Union whereby your Orator was appointed executor of said Lyne Stanley and in and by said will your

Orator is authorised to specifically perform in all respects the said articles of agreement and to convey said premises with covenants &c as fully as the said Lyne Stanley ought or could do were he in full life. all which will more fully and at large appear by the terms of said will which will be produced on the hearing of this cause.

Your Orator accepted said trust and Letters Testamentary have been duly issued to him upon the said will and estate of said Lyne Stanley dec^d.

Your Orator has since the decease of said Stanley been ready and willing to comply with and perform all the stipulations of said Articles on the part of said Lyne Stanley dec^d to be kept and performed and has offered to do so, and the said Stanley during his lifetime was als ready to so comply &c but the said Man although frequently requested to do so hath neglected and refused to pay said installments and notes and the whole thereof remains due and unpaid except that said Man paid March 22/43 $600.00 and November 2/43 $75.00. and $650 in June 1851.

The said Man has assigned some interest in said contract to Prince N Alder Josiah Gabriel and one Frederick Shiderer ~~whose christian name is unknown to your Orator but which when discovered of your Orator prays may be inserted in this bill.~~ all

What the precise rights or interests of said persons in said Articles are, or what Contract or assignment have been made to them by said Mann your Orator does not know; but whatever the same may be, it is subordinate to the lien of your Orator for the said purchase money and your Orator prays that said Alden Gabriel and Shiderer may be made parties defendants to this bill.

The said Mann having neglected to pay the taxes and assessments on said lands the said Lyne Starling during his lifetime and your Orator since his decease have advanced and paid a large amount of the said taxes and assessments which the said Mann by the terms of said Articles was bound to pay and which with interest the said Mann should refund and pay to your orator.

Your Orator prays that ~~an account may be taken of the~~ that said defendants may severally answer under oath the matters herein set forth as if particularly interrogated; that said Alden Gabriel and Shiderer may set forth their estate interest and claim in the premises; that an account may be taken of the amount due your Orator as Executor in the premises; and that the estate and interest ~~of said Mann~~ which said Mann acquired in said premises under and by virtue of said Articles of agreement, and subject to payment of amount due your Orator may be sold to satisfy said

endebtedness; or that said lands be sold for that purpose, and that your Orator have such other or further relief in the premises as the Court may deem meet &c and that Subpoena issue &c

John W. Andrews
Exr. of Lyne Stanley
dec.d
by J. R. Swan his Solr.

Chancery Case File

Case No. 1852-CH-0014

No. 52-CH-14

Union Common Pleas Court.

Rebecca Allen admx

Plaintiff,

AGAINST

David S Norville et al

Defendant.

JUN TERM. 1852

DECREE FOR PLAINTIF

DECREE FOR PLAINTF

Journal 5 Page 97

Record No. 6 Page 189

Ex. Doc. 4 Page 177

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

"A"

Issue process forthwith against
Sarah Jane Allen
Benjamin F. Allen
Mary E. Allen
Charles E. Allen
Emma V. Allen,
minors, Logan Co Ohio
& David S. Norville &
Frederick West
of Union County, O.

Cost paid

Recorded

Clerk 3.09
Sheriff 2.62
" .85
7.44
4.60
7.60

Union Com Pleas

Rebecca Allen admx
of Edward F. Allen
decd.
vs
David S. Norville

Pet for compelt
Real contract

Filed May 7 1852
James Turner Clerk

Recorded

Recorded
Lawrence & West

In consideration of Fifteen dollars I do hereby convey and release unto David S Norville of Logan County & State of Ohio & his heirs & assigns all my right title & interest in the within contract & the within described land. And I do covenant with said Norville that I have not assigned the same to any person whatever. Or that I have not any claim in nature of dower in said land & that I will warrant & defend the same against the claim or demand of any person claiming under me.

June 14 1852

Rec'd

To the Court of Common Pleas of Union County Ohio, When in Chancery Sitting

Your Petitioner, Rebecca Allen, of said Logan County represents, that Edward L. Allen late of said County, died on or about the 21st day of November AD 1851, and that at a special session of the associate Judges of the Court of Common Pleas of said County held on the 28th day of November AD 1851, your petitioner who is the widow of said decedent, was duly appointed & qualified as administratrix on the estate of said decedent

Petitioner further represents that said decedent in his lifetime, to wit, on or about the 20th day of August 1846, entered into a contract in writing — which contract is herewith filed marked "A" & made part of this petition — whereby he bound himself to convey to David L. Norville, and Frederick R. West, by deed of quit claim, the following real estate, situate in ~~Union~~ County of Union, and State of Ohio & described as follows, part of Military Survey No. 13849, beginning at a beech and Ironwood Easterly corner to James Galloway, & others Survey No. 21399, 12402, 12394, 12427 & 12428. Thence with the line of said Survey, S. 53 W. 197 poles to a beech & sugar tree corner to said survey in the line of Thomas Sears Survey No. 4943; Thence with the said Sears line S 37 E 59 poles to an ash & two beeches, all of them dead, Westerly corner to George Coulters Survey No 5370; Thence with said Coulters line N. 53 E. 152 poles to a beech & sugar tree, corner to ~~Sears~~ his Survey. Thence with another of his lines S. 37 E 101 poles to two sugar trees

& a beech Easterly corner to said Curtis Survey & westerly corner to Wm Claim Stokes hundred acre lot, conveyed to him by said Galloway & wife. Thence with his line N. 53 E. 40. poles to a beech ash & Elm, Southerly corner to Richard Dorsey's heirs Survey No 12582: Thence with their line N. 36° W. 163 poles to the beginning containing 99¼ acres, excepting there from, 37½ acres owned by E Norville Said deed to be made to the said David S. Norville and Frederick R. West so soon as they shall pay to the said Edward T. Allen $586.78, to be paid in five Equal yearly installments with interest on each installment from the date of said Contract

Petitioner further represents, that each and all of said installments have been fully paid, and were paid to the said Edward T. Allen, in his life-time,

Petitioner also represents that said decedent left Sarah Jane Allen, Benjamin T. Allen, Mary E. Allen, Charles E. Allen & Emma V. Allen, minors his heirs & legal Representatives, all residing in Logan County Ohio, Petitioner therefore prays that all said heirs & said David S. Norville, & Frederick West, both of Union County, Ohio, be made parties defendants to this petition, That ~~they fully answer all & singular the matters aforesaid~~ process of Subpoena issue against them, that they fully answer all and singular the matters aforesaid, to the best, & utmost of their knowledge & belief, and that petitioner, on the final hearing of this Petition, be required to execute & deliver to said David S. Norville, and Frederick West, a deed of Quit Claim for the

claim described premises, & pray such other & further order & decree as in the premises is just & right

Lawrence & Mills
Solrs for Petitioner

This shall oblige me my heirs & executors and administrators to convey unto David S Norvile & Frederick R. Mast, by a quit claim deed the following premises, containing thirty seven and a half acres on the 4th and Norvile situated in the County of Union & State of Ohio Bounded and described as follows, Being a part of Military Survey No 13849 Beginning at a Beach and iron wood easterly corner to James Galloway & other Surveys Nos 21399, 12402, 12394, 12427, & 12428, thence with the line of said Survey S 53° W 197 poles to a beach and sycamore corner to said Survey in the line of Thos Sears Survey No 4943, thence with said Sears line S 37° E. 59 poles, to an ash and two Beaches, all of them down Westerly corner to George Winters Survey No 5270. thence with said winters line N 53° E 152 poles, to a Beach and sycamore corner to his Survey thence with another of his lines S 37° E 101 poles, two sycamores and a Beach Easterly corner to said winters survey and westerly corner to William Stevens lot of 100 acres, conveyed to him by said Galloway & wife thence with his line N 53° E 40 poles to a Beach ash and elm Southerly corner to Richard Harsys heirs Survey No 12252 thence with their line N 36° W 163 poles to the beginning containing in all 99½ acres. Said Deed as aforesaid to be made to the said David S Norvile and Frederick R Mast, so soon as they shall have paid the following sums of money by five hundred and Eight Six Dollars & Seventy Eight Cents with the interest in the following Installments by One hundred and Seventeen Dollars & 36/100 on the 20th day August 1847 One hundred and Seventeen Dollars 36/100 on the 20th day Aug 1848 One hundred and Seventeen Dollars 36/100 on the 20th day August 1849. One hundred and Seventeen Dollars 36/100 on the 20th day August 1850 and One hundred and Seventeen Dollars & 36/100 on the 20th day August 1851. The whole to draw interest from date as aforesaid

Now if the said David S Norvile & Frederick R Mast pay the annual sums of money as specified this obligation will be binding otherwise to be void. In Testimony whereof I have hereunto set my hand and seal this 20th day August 1846. The said Norvile & Mast pays all taxes on said premises.

Edward J. Allen

Wm Parker

E Sheldon

Union Common Pleas

Rebecca Allen
admrx of Edward
T Allen dec'd

vs

David S. Norvill

Filed May 15th 1852
James Turner Clerk

Lawrence & West
Solrs for Pltff

Served this writ May 12 th 1852
by Delivering to David S. Norvill
Trustee Defendant a true copy
Copy of this writ
Fees vers 115
Mileage 30
5 Copys 100
265

Attach Cash Strength
of Lycoming County Pleas

The State of Ohio, Union County, ss:

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

We command you to summon Sarah Jane Allen. Benjamin F Allen Mary E Allen Charles E Allen & Emma V Allen

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 ~~in chancery~~, exhibited against them by Rebecca Allen administratrix of Edward T Allen. dec.d

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

James Irwner

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

the 7th day of May A. D. 1852

James Irwner Clerk of Common Pleas.

Lawrence Circuit

Rebecca Allen
Adm'x of Edward
S. Allen, dec'd
vs
David J. Morrill

Served this writ by leaving at the Residence of David J. Morrill and Fredrick West each a certified copy of this writ June 2 1852

Fees Milage	75
Serv	55
Copys	40
	170

William G. Mullin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon David S Norville &
Frederick West

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 ~~in chancery~~ exhibited against them by Rebecca Allen Admrx of Edward T Allen dec'd

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

James Irwner

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

the 7th day of May A. D. 1852

James Irwner Clerk of Common Pleas.

Rebecca Allen
Admr of E Z Allen

David S Norris &c
et al –

—

Answer of Guardian
ad litem.

Filed June 14 1852
James Donnor Clerk

Rebecca Allen
Administratrix of Estate
of Edward T Allen
vs
The Heirs of Edward
T Allen deceased
& others

State of Ohio
Union County }

Court of Common Pleas
June Term A D 1852

And now come Sarah Jane Allen, Benjamin F Allen, Mary E Allen, Charles E Allen Emma V Allen infant heirs of Edward T Allen by the undersigned their Guardian ad litem & for answer to the petition filed in this case to complete a real contract say that by reason of their minority they know nothing of the matters stated in the petition & pray the Court to protect their interests June 14th 1852 -

John B Evans
Guardian ad. litem

No. 52-CH-15

Union Common Pleas Court.

David W Cunningham
Plaintiff,

AGAINST

Wm W Mathieson
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 275

Record No. 6 Page 617

Ex. Doc. A Page 159

Aug ~~11~~ ~~97~~
21 - No ~~27~~ 21

David W Cunningham

vs

Jno W Matthews et als

Cost Bill
made Record

Union Com Pleas } ss Chan

D. Cunningham

v.

W. W. Mattox et ux et al

Petition

Filed May 31 1852
James Turner Clerk

No. 1

C. & P.

~~Mattox et ux et al~~

To the Honorable the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting.

Respectfully represents to the Court your Orator, David W. Cunningham of the County of Union and State aforesaid that Lanson Curtis (now deceased) late of the County of Franklin and State aforesaid on the second day of June A.D. 1836, was the owner in fee simple of certain real estate situate in said County of Union and bounded and described as follows to wit Being part of Military entry and survey No (9917) on the waters of Rush Creek, entered in the name of the heirs and legal representatives of Rowland Madison, Beginning at an Elm and two Burr Oaks Northwest corner to said survey No. 9917, and northeast corner to Park and Stubblefield's survey No. 9916, thence with the original line of said survey No. 9917, South 10½° east, two hundred poles, to three forked lyms from one root, thence North 79½° east two hundred and two poles to a sugar tree Hickory and Elm southwest corner to land sold to James Foster, thence North 10½° west two hundred poles to a lym and two beaches in the original North line of said survey, and thence South 79½° west two hundred and two poles, to the place of Biginning, Containing two hundred and fifty two and one half acres more or less, that the said Lanson Curtis being desirous to sell said real estate, ~~executed~~ executed a penal Bond to your orator in the penal sum of twelve hundred and sixty dollars, conditioned for the sale and conveyance

of the above described premises to him, and which bond bearing date the 2d day of June AD, 1836, aforesaid was reduced into writing and signed by the said Lanson Curtis and is to the purport and effect following that is to say the said Lanson Curtis bound himself to make to your Orator a good and sufficient warranty Deed for said land upon payment to him by your Orator of the sum of six hundred and thirty one dollars and twenty five cents, as follows, two hundred and fifty dollars in hand fifty dollars on or before the second day of September next ensuing, one hundred and sixty five dollars and sixty three cents, on or before the second day of June AD, 1837, and one hundred and sixty five dollars and sixty two cents on or before the second day of June AD, 1838, all with interest from date, your Orator further represents that afterwards on the first day of May AD, 1841 the amounts of the notes given for said purchase money were altered by written agreement between said Curtis and your Orator so that the balance to be paid by your Orator was to be four hundred and forty dollars to be paid on the first of May AD, 1842. Said bond and agreement are herewith filed and prayed to be made a part hereof, your Orator further represents that said note of four hundred and forty four dollars was by confession reduced into a judgement, with eight dollars and eighty five cents damages, at August term AD 1842 in Union Common pleas by John C Work assignee of said notes by said Curtis. Your Orator further represents that he has paid on said judgement and damages with Interest and Costs seven hundred and thirty five dollars to wit one-

hundred dollars on the twenty first day of June A D 1851 and six hundred and thirty five dollars on the twenty fifth day of March A D 1852, and the residue of said judgement and damages with Interest and costs to wit thirty Eight dollars and forty Seven Cents Your Orator brings here into Court your Orator further represents that the said Lanson Curtis departed his life about the Month of February A D 1851 leaving Mary Curtis then his widow. now Mary Mather wife of William W Mather and Lanson Curtis minor heir at Law of said Lanson Curtis deceased all of whom with George M Parsons administrator of the Estate of Lanson Curtis deceased your Orator prays may be made party defendants to this Bill. Your Orator therefore prays process of subpoena against the said William W Mather and Mary Mather his wife (late Mary Curtis) and Lanson Curtis and George M Parsons that they may to the best and utmost of their knowledge remembrance information and belief ~~may~~ full true direct and perfect answer make to all and singular the matters aforesaid. and that as fully and particularly as if the same were here repeated and the said William W Mather Mary Mather (late Mary Curtis) ~~and~~ Lanson Curtis. and George M Parsons distinctly interrogated thereunto, and that on the final hearing the said William W Mather Mary Mather (late Mary Curtis) Lanson Curtis may be decreed to specifically perform said agreement on their parts, and the said William Mather Mary Mather (late Mary Curtis) and Lanson Curtis may be decreed to convey to your Orator all their right title and claim in said premises with such covenants as to your Honor shall seem fit and that your Orator may have such other and further relief in the premises as to your Honor shall seem meet and your Orator shall ever pray &c

Cole & Porter Sols
for Complainant

Union Comm Pleas

David N Cunningham
vs
William N Mather et als

Filed June 22 1852
James Lum Clerk

Served this writ on
William N. Mather and
Mary Mather by leaving
copies at their usual
place of Residence and
Jonson Curtis and
George M. Parsons —
personally by copy
June 5 1852

John Greenleaf Shff

Fees $ 1.95 No 2

Cole & Porter
Attys for Pltff 5

No 2

The State of Ohio, Union County, ss: Franklin

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

We command you to summon William W Mather Mary Mather Lonson Curtis George M Parsons

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 David W Cunningham

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

James Lowmer

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

the 31st day of May A. D. 1852

James Lowmer Clerk of Common Pleas.

Lanson Curtis's

To } Bond

L. W. Cunningham

Filed May 31 - 1852

James Turner Clerk

No 3

Know all men by these presents that I Lanson Curtis of the County of Logan in the State of Ohio am held and firmly bound unto David W. Cunningham of the county and State aforesaid in the penal sum of twelve hundred and sixty dollars for the payment of which well and truly I bind myself my heirs executors and administrators firmly by these presents. In witness whereof I have hereunto set my hand and seal this 2nd day of June A D 1836

The condition of the above obligation is such that whereas the said Lanson Curtis has this day sold to the said David W Cunningham the following tract or parcel of land lying and being in the County of Union and State of Ohio and bounded and described as follows. Being part of Military entitled survey No. 9917 on the waters of Rush creek entered in the name of the heirs and legal representatives of Rowland Madison. Beginning at an elm and two hornbeams Northwest corner to said survey No 9917 and northeast corner to Dark and Stubblefields survey No 9916 thence with the original line of said survey (No. 9917) on South 10½° east two hundred poles to three forked lynns from one root thence north 79½° east two hundred and two poles to a sugar tree and thickory elm south west corner to land sold to James Foster thence North 10½° west two hundred poles to a Lynn and two beeches in the original north line of said survey and thence south 79½° west ~~two~~ hundred and two poles or to the place of begenning containing two hundred and fifty two and ~~one~~ half acres be the same more or less for the sum of six hundred and ~~thirty~~ one dollars and twenty five cents to be paid as follows two hundred and fifty dollars in hand the receipt whereof is hereby acknowledged, fifty dollars on or before the second day of September next, One hundred and sixty five dollars and sixty three cents on or before the second day of June A.D. 1837 and one hundred and sixty five dollars and sixty two cents on or before the second day of June A.D. 1838 with interest from this date. for which payment hereafter to be made the said David W Cunningham has this day given his promissory notes Now if the said Lanson Curtis or his administrators shall upon the payment of the aforesaid sums with the interest thereon make to the said David W Cunningham his heirs or assigns a good and sufficient warrantee deed ~~for said~~ for said tract or parcel of land then this article and every part and parcel thereof shall be null and void otherwise to remain in full force and virtue in law said David W. Cunningham to pay the taxes on said land from and after this date.

Signed sealed and delivered in presence of

James Creed
Chandler Amy

Lanson Curtis

May 1 - 1841 This day I have attend the amount of the within Bond notes and the amount due is four hundred and forty four Dollars due on the first day of May 1842 once when Bond note is due and payable I am again to comply with the within Contract & make a deed

Witness
Lewis Groff
Jonathan S Bishop

David W Cunningham
Lawson Curtis

D. W. Cunningham

vs

Wm. W. Walker et al

Docket Entry; Pleas &c

Filed Nov 23 1853

James Lynn clerk

No 4

David W Cunningham

vs

William W Walker et al

Union Com Pleas

Petition to Complete real contract

And the said J. B. Coats Guardian ad litem for Lemon Curtis a infant defendant herein comes and says that he is not advised as to the merits of the case but leaves the same to the discretion of the Court

J B Coats

Guardian ad litem

A. B. Coles
Statement,

Cunningham
vs
Silvester Kenny

Filed Nov 23 1853
James Lum Clerk

No 5

D. W. Cunningham
vs
Wm McArthur et. al.
heirs of Lemuel Curtis

Petition for Specific performance of sale Contract,

D. B. Cole Attorney for Complaint States Professionally, that he has paid to George M. Parsons Administrator of Lemuel Curtis' Dec'd, Thirty five dollars which was paid as the balance in full of the purchase money of the land in this case. Further states, that said Parsons told him that was the balance in full.

D. B. Cole

Praecipe for
Subp

Filed May 31 1852
James Lowner Clerk

David W. Cunningham
v
William W. Mather et ux et al

pet in Chancery for completion of real Contract

Issue a Subpoena against William W. Mather, Mary Mather (the Mary Curtis) Lanson Curtis, George M. Parsons of Franklin County ~~returnable~~ returnable next term of Common pleas Court

To the Clerk of Union Common Pleas
May 31 1852

C & P

Chancery Case File

Case No. 1852-CH-0016

Chancery Case

1852-CH-0016

located with

District Court Case

1852-DC-0016

Chancery Case File

Case No. 1852-CH-0017

No. 52-CH-17

Union Common Pleas Court.

Cyprian Lee
Plaintiff,

AGAINST

Wm H Grant, et al
Defendant.

NOV TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 279 / 131

Record No. 6 Page 244

Ex. Doc. C A Page 227

The J. D. Smith Co., Springfield, Ohio

Cly No 57

Cyprian Lee
vs
Jno H Frank
Rachael Frank

cost bill made

Recorded

the said sum of ~~Sixty~~ five dollars principal and a large arrear of interest thereon being due they applied to the said William H Frank & Rachel Frank and requested them to pay the same to your petitioners, which they have hitherto wholly neglected, and refused to do = Your petitioners therefore pray, that the writ of subpoena may issue against the said William H Frank and Rachel Frank that they may be ~~compelled~~ compelled to answer, all and singular the premises, that an account may be taken of what is due to your petitioners for their principal and interest upon said mortgage, that said mortgage premises may be sold, and the proceeds thereof applied to the satisfaction of said principal and interest, and that your petitioners may have such other and further relief in the premises as equity and good conscience may require

Curry & Robinson
Solrs pr Complt

Cyprian Lee & William C Martin Partners in the firm of C Lee & Co

vs

William H Frank & Rachel Frank

Bill in Chy

Filed, June 13th 1852
James Thomas Clerk

To the court of Common Pleas within and for the county of Union and state of Ohio in Chancery sitting

Cyprian Lee and William C Malin both of Union County aforesaid. late partners under the style & name of "C Lee & Co" Respectfully Represent that William H Frank and Rachel Frank his wife. both of said county of Union (and whom your petitioners may be made defendants to this Bill) being and pretending to be seized in fee simple of a certain tract of land situate in said county of Union and described as follows to wit In Lot No 82 in the town of Marysville in said county with the exception of twenty feet off. of the south side of said In Lot No 82. for a more particular description reference is made to the plat of said town of Marysville; and the said Wm H Frank and Rachel Frank being in want of sixty five dollars. they did on or about the thirty first day of January AD 1850 apply to your petitioners under the name and style aforesaid to lend to them the said sum of sixty five dollars to be secured by a mortgage upon said premises. that your petitioners did lend to the said William H Frank & Rachel Frank the said sum of sixty five dollars. and thereupon the said William H Frank to secure the payment of the same with lawful interest. by their deed. duly executed and dated the thirty first day of January AD 1850. conveyed the same premises to your petitioners under the style aforesaid in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of sixty five dollars with lawful interest from the date thereof. on the thirty first day of January AD 1851 as in and by said deed of mortgage. a copy of which is herewith filed and made a part of this Bill will more fully appear; Your petitioners further represent that the said sum of sixty five dollars nor any part thereof was paid to your petitioners. or either of them at the time limited in that behalf; whereby the legal estate in said premises became vested in your petitioners. redeemable nevertheless in equity on payment of the principal and interest due and to be come due thereon; that

Filed June 15 1852
James Lynn Clerk

Cyprian Lee &
William C Malin
late partners under
the style of
C Lee & Co

vs

William H Frank et al

Bill to foreclose
mortgage

Issue subpoena for
William H Frank & Rachel
Frank. returnable with
=with

Curry & Robinson
Solrs for Petrs

To the clerk of the
Mun Com. Pleas
June 15th 1862

Pilot Inne 15 1852

James Inn Club

A

Know all men by these presents that we, William H Frank and Rachel Frank, wife of said Wm H Frank in consideration of the sum of sixty five dollars in hand paid by C Lee & Co do hereby remise release and prevent quit claim unto the said C Lee & Co. their heirs & assigns forever all our title interest and estate legal & equitable with all and singular the buildings privileges and appurtenances thereunto belonging in and to the following premises situate in the county of Mercer and State of Ohio & in the town of Mansfield and described as follows to wit In Lot No 82 in said Town of Mansfield with the exception of twenty feet off of the south side for a more particular description of said lot, reference is hereby made to the recorded plat of said town To have and to hold said premises with the appurtenances unto the said C Lee & Co & to their heirs and assigns forever. Provided always and these presents are upon this condition that whereas the said William H Frank hath executed to said C Lee & Co. his promissory note of even date herewith for the sum of sixty five dollars one year after date, now if said Wm H Frank shall pay said sum of money to said C Lee & Co. or their assigns, when the same shall become due, then these presents to be void & otherwise in full force. In testimony whereof the said Wm H Frank & Rachel his wife have hereunto set their hand & seals this 31st day of January 1850

Executed in presence of
Philip Snider
James Frame

Wm H Frank (seal)
Rachel Frank (seal)

The state of Ohio Mercer County ss
Personally appeared before me the subscriber, a Justice of the peace in and for said county Wm H Frank & Rachel his wife and acknowledged the signing and sealing of the within instrument to be their voluntary act and deed & the said Rachel Frank being at the same time examined by me separate & apart from her said husband and the contents thereof made known to her, she did upon such separate examination declare that she signed, sealed and acknowledged the same of her own free voluntary act. this 31st day of January AD 1850 James Frame JP

Filed & recorded Feb 7. 1850 10. o'clock AM
James Frame Recorder

Book 13. page 195

Cyprian Lee & William
C Malin late partners
under the Style of
C Lee & Co

vs

William H Frankebar

Filed June 15 1852
James Turner Clerk

Cary & Robinson
Attys for Plaff

Deed this day by Lehman & William C Simms
and Rachel Frank & wife to certain City of
this cnty & June 15th 1852
Fees Release 5
Serv 5.50
Copy
2.10
1.00

William C Malin Clerk

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William H Frank & Rachael Frank

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,~~ forth with to answer a Bill To foreclose Mortgage in chancery, exhibited against them by Cyprian Lee & William C Malin Late partners under the Style of C. Lee & 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.~~ Lowe, Clerk of said Court, at Marysville, the 15 day of June A. D. 1852

James Lowe Clerk of Common Pleas.

No. 52-CH-18

Union Common Pleas Court.

Thomas Long et al
Plaintiff,

AGAINST

Enos Reed et al
Defendant.

Nov 1857

DECREE FOR PLAINTF

Journal 5 Page 168

Record No. 6 Page 246

Ex. Doc. A Page 225

Chy No 52

Thomas Long &
Asenath Long

vs

Enos Reed &
others

Cost bill paid

Recorded

Thomas Long and
Athenath Long

v

Enos Pike and others

Pet. for Dower

Filed June 15 1852
James Dunn Clerk

C & R

To the court of Common Pleas within and for the county of Union and State of Ohio. in chancery sitting

Thomas Long & Asenath Long of the county aforesaid represent that James C Reed late of said county departed this life on or about the fifteenth day of September AD 1846 leaving your petitioner Asenath Long his widow. and. Enos Reed Macenas Reed. David V. Reed. Almeda Reed & James H Reed his heirs at law and legal representatives= That since the time aforesaid to wit on the 17th day of May AD 1849 your petitioner Asenath Long intermarried with your petitioner Thomas Long= That the said James C Reed, during coverture with your petitioner Asenath Long aforesaid. was seized, as an Estate of inheritance, of the following real Estate situate in said county of Union. described as follows. to wit. Being part of survey No. 6295 and 5746 on the waters of Buckrun, begining at two hickories and a sugar tree. corner to James Stewart and Nathan McWilliams thence N 38 W 90½ poles to a stake in the line of survey No. 2983 thence N. 52 E. 223 poles to a stake in line aforesaid. thence S 38 E 74½ poles to a cherry, red oak and ironwood in the line of said Stewarts land. thence S 53 W. 73 poles to two elms and a sugar tree thence S 53 W 150 poles to the begining containing one hundred & fifteen acres more or less, being the land on which said James C Reed resided immediately preceding his death. in which your petitioners are entitled to dower; and that the said heirs at law of said James C Reed deceased are all infants and unable to assign to your petitioners dower in said premises= You petitioners therefore pray that said Enos Reed. Macenas Reed. David V Reed. Almeda Reed and James H Reed may be made defendants to this petition that they may answer the same by their guardian duly appointed by this court and that reasonable dower in said premises may be assigned to your petitioners. and that they may have such other and further relief in the premises as shall seem equitable

Curry & Robinson
Their Solicitors

Issue subpoena for Enos Reed, Macenas Reed David V Reed. Almeda Reed and James H Reed returnable forthwith

Curry & Robinson
Solrs for Petrs

Thomas Long, and
Arnold Long
vs
Enos Reed & others
Pl A for Lawn

Filed June 17 1852
James Lyon Clerk

County of Wayne
Atty for Pltffs

Served this writ by leaving at the residence of each of the within named persons a certified copy of this writ June 17th 1852

Fees Mileage 40
Serv 1 15
Copys 1 00
$2 55

William C Martin

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Enos Reed Macenas Reed David V Reed Alpheus Reed & James H Reed

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, ~~on the first day of the next Term thereof~~ forthwith, to answer a Petition for Dower ~~in chancery~~ exhibited against them by Thomas Long and Asenath Long

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.~~ Lowner Clerk of said Court, at Marysville, the 15th day of June A. D. 1852

James Lowner Clerk of Common Pleas.

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 made and set off and assigned to Thomas Long, and Asenath Long 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 Being parts of surveys No. 6295. and 5746 on the waters of Buckrun, beginning at two hickories and a sugar tree, corner to land formerly owned by James Stewart and Nathan McWilliams and now owned by Hiram Griswold, thence N 38° W 90½ poles to a stake in the line of survey No. 2983, thence N 52 E. 223 poles to a stake in the line aforesaid, thence S 38 E 94½ poles to a cherry red oak, and ironwood in the said Stewarts line thence S. 53 W 73 poles to two Elms and a sugar tree thence S 53 W 150 poles to the begining, containing one hundred and fifteen acres more or less and being the farm in the Township of Allen in said County commonly known as the James Red Farm. In pursuance of an order lately made in our court aforesaid, in a certain petition for Dower wherein the said Thomas Long & Thomas Long are petitioners and Enos Reed and others are 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 your proceedings in the premises

you distinctly certify under your hand and seal to our said Court of Common Pleas of Union County & State of Ohio, forthwith and have you then there this writ

Witness, James Turner
Clerk of our said Court of
Common Pleas this
9th day of November AD 1852

James Turner Clerk

By the oaths of James Stillwell James Willson and William B Irwin three judicious, disinterested men of the vicinity, who are not of kin to either party to this suit, I have caused to be set off and assigned to the within named Thomas Long & Asenath Long as their dower estate, so much of the real estate within described as is contained within the following boundaries beginning at the Westerly corner of the farm or survey then S. 38. E 40 poles to a stake then N. 54. E. 80. poles to a stake then N. 38. W. 40. to a stake in the original N. line of the survey then with said line South 54. West 80. poles to the beginning containing twenty acres

And by the oaths of the same men the yearly value of the real estate within described, estimating the same from the 15th day of June AD 1852 to the 9th day of November 1852 is justly and truly appraised at one hundred twenty five dollars after deducting necessary expenses

November 15th 1852

Filed November 15 1852
James Turner Clerk

Fees Mileage 35
Sers 1,00
Commissioners fees 3,00
4,35

William C Harlan Sheriff

Chancery Case File

Case No. 1852-CH-0019

No. 52-CH-19

UNION COMMON PLEAS COURT.

Lyne Starling Jr
Plaintiff

against

Thomas Tomlinson
Defendant.

NOV TERM. 1852

DECREE FOR PLAINTF

$773 97

Journal 5 Page 141

Record No. No Record. Page

Ex. Doc. — Page

Cly No ~~[illegible]~~
No ~~24~~ 95

Lyne Starling Ex
vs
Thomas Tomlinson

J-5 141
773. 97
773.97

Cont file [illegible]

no Recd

Union Common pleas
June term 1852

Lyman Starling Jr
v
Thomas Tomlinson

Bill

Filed June 16 1852
James Skinner Clerk

Clerk will issue a subpoena
for defendant returnable
for Month. O Backus
Dolf for Compl
June 16. 1852

Backus

To the Hon.ble the Court of Common pleas within and for the County of Lorain in the State of Ohio in Chancery sitting.

Your Orator Lyne Starling jr of the City of New York in the State of New York complaining sheweth unto the Court that on or about the sixth day of Nov.r 1840 he was the owner in fee simple of certain real Estate situate in said County and bounded and described as follows that is to say Lot No 4 in Survey No 5735 bounded as follows beginning at two ashes and a hickory S.W. corner of the original survey thence with the original line N 80 E. 294 poles to a stake in the middle of Mill Creek thence up the Creek with the meanders thereof N 15 E 16 poles N 74 W 22 poles N 44 W 31 poles N 14 W 24 poles N 26 W 44 poles to a stake in the middle of the creek witness a hickory and thorn, thence with the line of lot No 3. sold to Wm Richey S 80 W 258 poles to a stake in the Hinton road witness a hickory and buckeye in the west line of the original ~~road~~ Survey. thence ~~west~~ with said line S 10 E 106 poles to the beginning containing 181 3/4 acres.

That one Thomas Jenkinson then being desirous of purchasing said real Estate and your Orator to sell the same they entered into an agreement in writing for the purchase and sale thereof. By which said agreement it was stipulated and agreed between said Jenkinson and your Orator.

~~Said~~ That your Orator agreed upon the terms and conditions in said agreement and hereinafter mentioned to sell to said Jenkinson the real Estate above described, and the said Jenkinson therein agreed to pay your Orator the sum of $1817.50 in six installments with interest as follows.

$317.50 on or before the 1st day of July (then) next

300.00 " " " " " " " " 1842

300.00 " " " " " " " " 1843

300.00 " " " " " " " " 1844

300.00 " " " " " " " " 1845

300.00 " " " " " " " " 1846

and agreed to pay all taxes and assessments that might be thereafter demandable on said lands or their appurtenances

And it is stated in said agreement as the fact was that said Jenkinson had executed his six single bills to your Orator or order for said several sums payable as aforesaid –

~~And upon Orator agreed that~~ And the said Jenkinson in and by said agreement agreed that said several instalments and single bills above mentioned with interest should be punctually paid on or before the respective days when the same should be ~~come~~ due as above mentioned – And your Orator therein agreed that if each and ~~of~~ all of said installments and single bills should be so paid your Orator for himself his heirs, executors administrators, and assigns to sell and convey by general warranty and the real estate above described unto said Jenkinson his heirs and assigns.

Your Orator produces here in Court said agreement and said six single bills –

And he avers that the four first installments and single bills have been paid. that on the fifth of said installments and single bills viz the one due July 1. 1845. there has been paid only

$56.58 Jan:y 15. 1849.

100.00 May 22. 1850

100.00 Nov 25. 1850

That the sixth installment and single bill viz the one due the 1st Feb 1846 remains due and unpaid in whole or in part.

That there is now due your Orator upon said purchase being the balance the sum of $775.00. which said Jenkinson without cause refuses to pay to your Orator and refuses further to comply with his agreement tho requested so to do. you have to find the Trustees assignees by the chancellor to the use and your Orator for the protection of his interest has been compelled to and has paid the sum of 300 dollars, the said real estate.

Your Orator is ready and willing upon the sum due being upon said sale being paid to execute and deliver a general warranty and according to his agreement.

~~He the complainant that~~ He further says that upon and immediately after said purchase and sale said Jenkinson under and by virtue of said agreement ~~entered~~ and by and with

the Consent of your Orator entered into and upon said real Estate and took possession thereof. which possession he still holds and retains and refuses to yield the same to your Orator.

Wherefore your Orator prays that said Tomlinson who is a resident of said County may be made a defendant to this his bill of Complaint and that he may under oath answer all and singular the matters aforesaid. that an account may be taken of the amount due your Orator upon said agreement and that said Tomlinson may be decreed to pay the same to your Orator at a short day to be limited by the Court. and that in default of such payment that said land may be sold and the amount due your Orator paid out of the proceeds. and that he may have such other and further relief as his case may require. and he prays subpoena &c.

Lyon Starling Jr.

E D Ackers
Solr for Compltt.

Filed January
12 1853
James Lynn
Clerk

Union Common Pleas

Mary Thomas
vs
Tomlinson } In Chy.

Please issue an order of sale in this case to the Sheriff upon the decree entered herein at the last term.

E. Becker
Atty for Compl't
Jany 8. 1852

To the
Clerk of Union Co
Marysville
O.

If you think fit I wish you would ask the Sheriff to send me a paper containing the advertisement

Union Comm Pleas
June Term 1852

Lyne Starling Jr
vs
Thomas Tomlinson

Filed June 18 1852
James Lowner Clerk

Backus
Atty for Pltff

Levied this writ by leaving a certified copy of this writ at the residence of the within named Defendant June 17th 1852

Fees
Serv 20
Ret 35
Copy 20
75

William C. Mullen Shff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Thomas Tomlinson

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~~ forthwith ~~thereof~~, to answer a Bill in chancery, exhibited against him by

Lyne Starling Jr

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.~~ Sumner Clerk of said Court, at Marysville, the 16th day of June A. D. 1852

James Sumner Clerk of Common Pleas.

Marion County Pleas

Lynn Worley for
vs
Thomas Vanhinson

Order of Sale

Filed March 28th 1853
Geo Ferr Clerk

C. Baskins & Ely
for Complt

Received this writ January 12th 1853
I Read the within described Real Estate Appraised on the 28th day of January AD 1853 by the oaths of B. F. Kelley William Frashwater and John A Sheriff at ~~twenty three dollars and 50~~ Fifty six cts Bracey and delivered to the Clerk of the Court from which this writ issued a Copy of the Appraisement. Advertised said Real Estate in the Marysville Fortune a news Paper Published and in general Circulation in said County for at Least thirty days previous to the day of Sale Afterwards to wit on the 21st day of March AD 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 the door of the Court house in said County at Public Auction and not Sold for want of bidders

Fees	Milage	20
	Levis	35
	Return	25
March 22 D 1853	Advertising	25
	Inquest	1 00
	Copy of Apprst	40
	Printers fee	4 50
		$6.95 $8.45
	Appraisers fee	1 50

William L Mann Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Special Mastergc Greeting, Whereas at the November Term of the Court of Common pleas Continued and held for said County on the 11th day of November A.D. 1852, In a certain cause in Chancery therein pending, Wherein Lyne Starling Jr Complainant and Thomas Ambrose defendant, the Court Ordered and decreed that you Expose to Sale, the premises in the Bill described as follows to wit, Situate in the County of Union in the State of Ohio, Bounded and described as follows Lot No 4 in Survey No 5135, Beginning at two ashes and a hickory S. W. corner of the Original Survey, thence with the original line N. 80 E. 294 poles to a Stake in the Middle of Millcreek, thence up the creek with the meanders thereof N 15 E. 16 poles N 14 W. 22 poles N 44 W. 31 poles N 14 W. 24 poles N 26 W 44 poles to a stake in the Middle of the creek witness a hickory and thorn, thence with the line of lot No 3 sold to Jno Bickey S 80 W 258 poles to a Stake in the Hinton road witness a hickory and buckeye in the west line of the original Survey, thence with said line S 10 E. 106 poles to the beginning Containing 181 3/4 acres, to satisfy said Complainant in the sum of Seven hundred seventy three dollars and Ninety seven cents, with interest thereon from the 10th day of November A.D. 1852, 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 12th day of January A.D. 1853

James Turner Clerk

Chancery Case File

Case No. 1852-CH-0020

No. 52-CH-20

Union Common Pleas Court.

Wray Thomas
Plaintiff,

AGAINST

Washington Taylor
Defendant.

Nov 1853.

Dismissed

Journal 5 Page 277

Record No. Page

Ex. Doc. A Page 551

The J. D. Smith Co., Springfield, Ohio.

~~No 26~~

Cly No ~~114~~ 37
No 22

Wray Thomas
vs
Washington Taylor
& wife

Note 200.
Int 119.76
$319.76

No Rec'd

22
80
120
40
262

Union Com Plas
June Term 1852

Wray Thomas
v
Washington Taylor &
Eliza Taylor his wife

Bill to foreclose

Filed June 17 1852
James Downer Clerk

Clerk will issue a subpoena
for above defendants returnable
first Monday

E L Backus
Sol for Complt
June 17 1852

Backus

To the Court of Common Pleas within and for the County of Union in the State of Ohio in Chancery sitting.

Your Orator, Wray Thomas of Franklin County Ohio represents unto the Court that on or about the 19th day of Decr 1849. Washington Taylor and Eliza Taylor his wife of said Union County — and whom your Orator prays may be made defendants to this bill, executed and delivered to your Orator a mortgage in fee simple upon the following real estate situate in said County of Union and being part of Survey No 3956 and bounded as follows to wit beginning at the S.W. Corner of Clark Lorn land and SW corner to lot No 6 of a subdivision of said Survey between the heirs of Jas Carey recorded in said Union County records in Book 5 page 439 thence with the line of said lot N 12 W 196 poles to the Hinton road thence westerly with the road 109 poles to land of Jas Richey, thence with Richeys line Southwardly 165 poles to big Mill Creek, thence with the meanders of the Creek to the beginning containing 130 acres more or less. And which mortgage bears date the day and year aforesaid and was recorded in said Union County on the 22 January 1850. in the Record book of deeds No 13 page 170. And was executed and delivered as aforesaid in order to secure the payment of five promissory notes of the said Washington Taylor of even date with said mortgage payable with interest — the interest payable annually. to your Orator as follows.

200 Dollars in one year
200 " " two years
200 " " three "
200 " " four "
238 " " five "

from the date of said notes —

Your Orator avers and says that the note payable in one year with the interest thereon has been paid. but that the note payable at two years at the long since due has not, nor has any of it nor any of the interest thereon, nor any part of the

interest due upon the other ~~to~~ notes has been paid - but that there is now due to your Orator upon said note due at two years and for interest upon the notes payable at 3. 4 and 5 years the sum of 310 Dollars. which said Washington Taylor neglects and refuses to pay. notwithstanding the time limited in said mortgage for the payment thereof has expired and thereby the estate of your Orator in said mortgaged premises hath become absolute at Law. but subject to the equity of redemption -

Your Orator therefore prays process of subpoena against the said Washington Taylor and Eliza his wife, that they may answer all and singular the matters aforesaid on oath. that an account may be taken of the amount due your Orator and that said Washington Taylor may be decreed to pay your Orator the amount so to be found due him within - time to be limited by the Court and in default thereof that said mortgaged premises may be sold and your Orator paid the amount due him upon his mortgage - and that the defendants may be forever barred and foreclosed of and from all equity of redemption in the mortgaged premises aforesaid And that he may have such other and further relief as his case may require -

Wray Thomas

E Backus
Solr for Compltt.

In union Common Pleas

Wray Thomas
vs
Washington Taylor
& Eliza Taylor his wife

Filed Nov 24 1852
James Lum clerk

C Buchus
Atty for Plff

November 17 1852 I hereby certify that
I within named defendants
by a true copy of the within
Signed & the within
Plaintiff has Prices 100
Serve 25
Copies 25
$1.50
W H Dawson
Sheriff
Stephen

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Madison Greeting:

We command you as we have heretofore commanded you to summon Washington Taylor & Eliza Taylor 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 hereof~~ forthwith to answer a Bill in chancery, exhibited against them by

Wray Thomas

and this they 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 10th day of November A. D. 1852

James Turner

Clerk of Common Pleas.

In Common Pleas

Wray Thomas
vs
Washington Taylor &
Elizee Taylor his wife

Filed June 22 1852
James Turner Clerk

E. Backus
Atty for Plff
Postage 5

Not found for warrant of trace
[illegible]

The State of Ohio, Union County, ss:

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

We command you to summon Washington Taylor & Eliza Taylor 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~~ forthwith to answer a Bill in chancery, exhibited against them by Wray Thomas

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.~~ Turner Clerk of said Court, at Marysville, the 17th day of June A. D. 1852

James Turner Clerk of Common Pleas.

No. 52-CH-21

UNION COMMON PLEAS COURT.

Thomas Herrd
Plaintiff

against

James McIlroy et al
Defendant.

JUN TERM. 1856

Dismissed

Journal 6 Page 78

Record No. No Record. Page

Ex. Doc. Page

Cly No 291
No 19 No ~~47~~ 23 A

Thomas Hunn
vs

James McElroy
Andrew Henniger

Union Com. Pleas

Thomas Hurd
vs
James McElroy
Andrew Kemmingar
& other

Bill in Chancery

Filed June 18 1852
James Downer Clerk

We have the answers & bills & Bond
Stanton & Clarke

Lawrence & Wright

To the Court of Common Pleas of Union County in the State of Ohio when in Chancery sitting

Your petitioner Thomas Hurd of said Union County respectfully represents that on the 12th August A.D. 1850 he entered into a written contract with Alexander & William McCreary by which he agreed on certain terms & conditions in said contract named to sell & convey to them the land therein hereinafter described & referred to: ~~which land petitioner then & now owns & perfect title to which & contract~~ That a copy of said contract is hereto annexed marked A & made part hereof as fully as though here recited: That said Alexander & William about the date of said contract paid petitioner about Forty Seven Dollars & made improvements on said land worth about $55. or more: That subsequently about the 12th September 1850 one Silas Stratton desired to purchase said premises & in order to do so agreed with petitioner & said William And Alexander to ~~pay~~ purchase said land and to pay the several payments which said William & Alexander were bound to make and to pay them for their improvements said $55 or more & to pay about $47. to them for money advanced to petitioner on said purchase & which was over & above the price stated in said contract A but was in fact a part of the price paid & agreed on: That Stratton being a man of slender means & said Alexander & William being unwilling to surrender

their contract a sell out to him without being secured in the payment or being refunded said sum of about $47 and being also paid for improvements $55 it was mutually by all the parties agreed that said William & Alexander should surrender to petitioner their said contract: That to pay them as aforesaid Stratton should give them his two promissory notes with petitioner as surety for about $47 payable about March 12. 1852 and one payable about same time for $55 or thereabouts and in order that said William & Alexander might not be required to make a deed she liable for title that petitioner should make a written contract for the sale of said land to Stratton on the same terms as stated in said contract exhibit A Stratton also to pay as a part consideration for said land the said notes on which petitioner was surety: That thereupon to complete the contract petitioner executed his written contract September 12. 1850 by which it was agreed that Stratton should pay petitioner on the 1st day of January 1851 $50.25 & on the 1st January 1852 the sum of $50.25 & on the 1st January 1853 the sum of $45.23 for which he gave his 3 several notes to petitioner payable to petitioner or bearer at said times: That each & all of said notes remain unpaid wholly so, no payments have ever been made thereon: That petitioner has paid the taxes of 1851 on said land

being $3 or thereabouts & also the taxes of 1852 some $4. : That said Stratton has gone out of the State of Ohio & resides in the State of Pennsylvania : That said contract made with Stratton is herewith filed & made part hereof marked "B" as fully as tho' herein recited : That Stratton failed to pay said notes of about $47 and $55 executed as aforesaid to said William & Alexander : That petitioner has been compelled to pay the same & has done so & became & was liable to do so as surety as aforesaid : That Stratton was ever since the making of said contract & now is wholly insolvent : That on the 24 March 1851 or about that time Silas Stratton sold & assigned said contract & all his interest in said land to one James McElroy of Union County : That in consideration thereof said James assumed in writing to pay all the notes so executed by Stratton & in all other respects to stand in Strattons place in relation to said land & contracts aforesaid & to pay said notes so executed to said William & Alexander : That said Stratton sold absolutely & unconditionally all interest in said contract to said James & said Silas has no interest except what has passed to said James : That said James pretends to have sold said land to his son-in-law Andrew Heminger of Union County who claims some interest therein : That said James & Andrew refuse to pay

said notes & any of them & refuse to pay
said taxes & said sums paidby petitioner
as surety of said William & Alexander
: That petitioner is without relief and
ended in Chancery: That said McElroy
& said Andrew refuse to comply with
said contract or any part thereof &
That said James & Andrew have received & are receiving
the rents & profits of said land in all they have received $200
said land was purchased by petitioner of Landras Darrow
who bought of James Galloway & is described by meets &
bounds in said exhibit B hereto. Petitioner owns said land in fee simple
subject to said contract marked exhibit B. & has a good & perfect title hereto at law.
Petitioner prays that said James
McElroy Andrew Heminger of Union
County Silas Stratton who resides out
of Ohio & is a resident of Pennsylvania
& the persons above named be made
parties defendant: That the writ of subpoena
issue: That said contracts be rescinded
or if that can not be done without charge
to petitioner that said land be sold to
pay said notes due petitioner, said taxes
& the notes made payable to William
& Alexander aforesaid: That defendants
be decreed to pay petitioner the rents &
profits of said land & to surrender
possession to him or the purchaser & for
such other & further relief as may be equi=
table: That publication be made as to the
said Silas: That defendants all make
full answers hereto but not under oath
& such other decree as may seem just

By Lawrence & West
Pltffs atty

Exhibit. A.

Filed June 18 1852
James Lynn Clerk

April 2 Work

24
3
29
4
25

11
43
14

11-00
43
1057

1324
1057
337

196
3
544

196
3
544

This indenture Made this 12th day of Augst. 1850 by Thomas Herd of the first part and William and Alexander Mc Kaney of the ~~Second~~ Second part all of the County of Union and State of Ohio Witnesseth that the Said Thomas Herd in consideration of the Several Some payible as follows fifteen dollars by the first day of September 1850 - fifty two dollars and fifty cents by the first day of January 1851 - fifty dollars by the first day January 1852 - and forty five dollars by the first day of January 1853 - does bargen and Sell a certain peace of Land laying in Union County State of Ohio bounded and discribed as follows begining at a Stake in the center of the Newton and Crowden Road in the West line of Ezekiel Hammonds land thence with his line South 39 E 114 poles to a Stak in Cranstons and Hammonds South West Corner Witness 2 Elms from one root thence with Cranstons line South 53 West 68 12/20 poles to a Stake and Elm corner to a Lot Sold by James Galoway to Coldwell thence with his line N 38 W 106 poles to the center of the above named road thence with Said Road N 46 E 65 3/20 poles to the begining Containing forty five acres 142 poles

Now if the Said William and Alexander Mc Kaney Shall well and Truly pay the above demands with intrest together with the taxes on Said Land agreable to the time thereof Named the Said Thomas Herd binds himself his heirs Administrators and assigns firmly by these presents to Make or cause to be mad a good Sufficient Warranty Deed of the above described Land Otherwise this Obligation be null and void

In witness Where of I have hereunto Set My hand and Seal the day and year above written

Witness ~~Herd~~ Thomas Herd (Seal)

M Deam Scard

A

Exhibit - B.

Filed June 18 1852

James Turner Clerk

This indenter Made thes 12th of Sept 18[redacted]50
by Thomas Herd of the first part and [redacted]
Silas Stratton Second part all of the County of Un
and State of Ohio Witnesseth that the Sai Thomas Herd
in consideration of the Several Somes payable as follows
On the first day of January 1851 fifty towo and seventy eigth
Cents On the first day of January 1852 fifty Dollars and twenty five cents
On the first day of January 1853 forty five dollars and
twenty three cents does bargen and Sell a certain parcel
of Land laying in Union County State of Ohio
Coundell and discribed as follows begening at a Stake in
the center of the Newton and Crowder road in the West
line of Eyekiel Hammonds land thence with his lin
South 39 E 114 poles to a Stake in the Cranstons and
Hammons South West Corner Witness 2 elms from one root
thence with Cranstons line South 53 West 68 12/20 poles to
to a Stake and elms Corner to a lot Sold by James Gallow
ay. to Colwell thence with his line S 38 West 106 poles
to the Center of the above named road thence with
Said road S 46 E 65 8/20 poles to the beginnerg
Containing forty five Acres 142
Now if the Said Silas Stratton Shall well and truly pay
the a bove demands with interest together with the
taxes on Said land agreeable to the time therof Framed
the Said Thomas Herd binds himself his heirs
Administrators and assigns firmly by thes presanee to
Make or Cause to be made a good Sufficient Waranlee
Deed of the above dissribed Land Otherwise this
Obligation be nul and void

B

Union County Pleas

Thomas Burrel
vs
James McElroy
Andrew Hemmyer

Served this writ by delivering to James McElroy a certified copy of this writ June 18th 1852 Lee

Served this writ by delivering to Andrew Hemmyer a certified copy of this writ June 19th 1852

Fees Milage 55
Serv 55
Copys 40
1 50

William B Mulin Sheriff

Mr Lawrence
Atty for Pltff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James McElroy & Andrew Heninger

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~~ Answer to answer a Bill in chancery, exhibited against them & others by Thomas Hurd

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.~~ Turner Clerk of said Court, at Marysville, the 18th day of June A. D. 1852

James Turner Clerk of Common Pleas.

Filed Nov 9th 1852
James Lerner Clerk

State of Ohio
Union County
Court of Common Pleas
In Chancery

Thomas Hurd
vs
James McElroy
& others

And the said Thomas Hurd comes & says that the matters & things set forth in his said Bill of Complaint are true in substance & in matter of fact & that the matters & things set forth in the answer of the said defendants on file contrary thereto are untrue & thus he is ready to verify & make appear as by this Court shall be directed

By Lawrence & West
Attys for pltff

No. 52-CH-22

Union Common Pleas Court

James W. Custer
Plaintiff,

against

Conrod Walley
Defendant.

JUN TERM. 1853

Settled

Journal 5 Page 216

Record No. No Record. Page

Ex. Doc. Page

Chy No 30

James W Custis

vs

Conrad Wally et als

Settled

&

Cost Paid

80'88

47.

825

579

80'88

9

84875

9

80'88

9

8971

James W Curtis
v
Conrad Walley
et al

In Chy

Bill

Filed June 18th 1852
James Conner Clerk

Sum subp. for
Conrad Walley and
Daniel Duval
return forthwith

Copy

(Copy)

Swan & Andrews

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

Your Orator James W Custis of Accomack County in the State of Virginia represents that;

On Conrad Walley of said Union County whom your Orator prays may be made party defendant to this bill entered into Articles of Agreement with your Orator on the 14th day of September AD 1847. (original duplicates of which were mutually exchanged between the parties) whereby your Orator agreed upon the terms and conditions in said Article and hereinafter mentioned to sell to said Walley the following lands situate in the County of Union Ohio to wit the north part of J M Bailey's survey No 5609 bounded as follows Beginning at the North west corner of said Survey thence S. 7½ E along the west line of said Survey 236½ poles to a stake in said line near a maple; thence N 82 E. along a marked line about 224 poles to the East line of said survey; thence N. 30 W. along said East line 265 poles to the N.E. corner of said survey; thence S 80 W. along the north line of said Survey 118 poles to the beginning containing 250 acres more or less. the said Walley thereby agreed to pay your Orator the sum of two thousand dollars; two hundred and seventy nine dollars of which was paid in hand and the ballance was to be paid as follows in four installments without interest the interest being calculated in the installments up to the payments as follows: $563 $\frac{62}{100}$ on or before 1st January 1849; $507 $\frac{69}{100}$ on or before 1st January 1850

$481 $\frac{88}{100}$ on or before 1st January 1851; and $456 $\frac{06}{100}$ on or before 1st January 1852. the said Walley having also executed his four single bills to your Orator or order for said several sums payable as aforesaid; and the said Walley agreed to pay all taxes and assessments that might thereafter be demandable on said lands or their appurtenances And by the terms of said articles it was agreed that said several installments and single bills above mentioned with interest should be punctually paid on or before the respective days when the same should be due as above mentioned; and if each and all were so paid your Orator covenanted to sell, and, upon the punctual payment as last mentioned of all of said several installments with interest, to convey by general warranty deed, the above described premises to said Walley his heirs and assigns. all which will more fully appear by said Articles and notes which will be produced on the hearing of this cause.

The said Walley although frequently requested has not paid any or either of said Notes or single bills or any part thereof but the same remain due and unpaid. The said Walley has also neglected to pay the taxes which have accrued on said lands since said 14 September 1847 and your Orator to save said lands from sale for taxes has been compelled to advance and pay them which with interest is also due to your Orator from said Walley.

On Daniel Duval who is also made party defendant to this bill sets up some claim as assignee of said Walley to said lands, but

to what part and what is the interest of said Duval under said Walley and subject to your Orators lien and rights in the premises your Orator is not informed.

Your Orator has always been ready and willing to comply with his part of said agreement and has requested the said Walley to pay said installments but he has neglected and refused so to do. Nothing has been paid to your Orator since said purchase by said Walley or any other person for him.

Your Orator asserts his lien on said lands and on the equitable estate of said Walley and Duval in said land (if any) for the payment of the said purchase money.

Your Orator prays that an account may be taken of the amount due your Orator in the premises on said installments and single bills with the interest, taxes paid by your Orator and interest and that in case said Walley or Duval shall not on short day given by the Court pay the same that said contract and articles and single bills be cancelled and said contract rescinded or that the equitable estate of said Walley and Duval subject to the payment of amount due your Orator may be sold and that such other and further order decree and relief be granted your Orator as the Court may think meet. That said defendants may answer this bill under oath and answer the same as if specially interrogated upon such allegations herein and that subpoena issue &c

Chas W Lustis for Jno & Andrews for Compt.

Cowen Bailey
vs
James W. Curtiss

account.

(A)

Filed Aug 20 1852.
James Irwin Clerk

(Copies)

			$	cts
		James W. Custis Dr to Conroad Wally for taking care of his land and tending over it to show it to those who wished to purchase by his request from the 1st of January 1849 to the 1st of Jan 1850	20	00
No 7th		Do from the 1st of Jan 1850 to the 1st of Jan 1851	15	00
No 9		Do from the 1st of Jan 1851 to the the 1st of Jan 1852	15	00
No 10 June the	14th	Do from the 1st of Jan 1852 to the 14th of June 1852	7	00
No 11 June the	9th	James W. Custis Dr to Conroad Wally to boarding him and horse one day and night	1	25
No 12 June the 13th		Do to going with him to see some men who he had sold to and go over his land by request	1	00
No 13 June the 14th		Do to going to Watkins and to John Dicks with him by his request	1	00
			173	25

			$	Cts
September 1847		James M Custis Dr to Conroad Walley for going to see several persons for to warn them not to cut his timber and to see Mr Packer and others about making rails and moving a line fence Six dollars	6	00
October No 1		James M Custis Dr to Conroad Walley for going to several persons to try to sell some of Custis's land by his order five dollars	5	00
November 15th No 3rd		James M. Custis Dr to Conroad Walley to Selling 100 acres of land to Frances Herriott ~~by fifteen dollars~~	15	00
November 15th		James M. Custis Dr to Conroad Walley to selling 100 acres of land to John Deck	15	00
No 4		James M. Custis Dr to Conroad Walley to deadning 10 acres of timber and raising a cabin between the first of November 1847 and the first day of April 1848	~~35~~	~~00~~
No 5			35	00
Sept 15th 1847 No 6.		James M. Custis Dr to Conroad Walley for boarding himself surveyor chain carriers a second man and those that were wishing to purchase of him	12	00
No 7		James M. Custis Dr to Conroad Walley for taking care of his timber and going over his land to show it to persons wishing to purchase by his request from the the first of Nov 1848 to the 1st of Jan 1849	25	00

Union Com. Pleas

James V. Curtis
vs
Cornin Walley et al

Answer of
C. Walley &
D. Dunall

Filed August
20th 1852
James Lowmer Clk

(Copy)

The joint and Several Answers of Conrad Valley and Daniel Dewall to the bill of Complaint of James W. Curtis, pending in Union Com. Pleas in Chancery —

These defendants saving all exceptions to the said bill, for answer thereto nevertheless say, that it is true that the said Conrad Valley purchasing of the said Complainant James W. Curtis by and through Isaac Thomas Esq. of Columbus the attorney and agent of the said Curtis, the said 250 acres mentioned in the said Bill for the sum of two thousand dollars to be paid as mentioned in the said Bill of which sum this Respondent Valley then paid down the sum of $279.

That after the said purchase, and after this Respondent Valley had taken possession of the said tract of land, the said Curtis employed the said Valley to attend to the business and interest of the said Curtis, and to perform work and labour for the said Curtis for which the said Curtis is justly indebted to this Respondent Valley, which should be made a credit and setoff on the payments of the said land; which account of this Respondent Valley is set forth in the account hereto attached marked (A). and made a part of this answer, which account the Respondent Valley believes to be just and true.

The said Respondent Valley submits to pay the balance due for the said land as this Court may direct after deducting what may be justly due this Respondent on the said account; and he prays the Court to ascertain and settle the amount thereof according to law and equity.

And the defd Daniel Duvall for himself claims that he has purchased of the defd Dalley one hundred acres of the defd land, and has made a large improvements thereon, to wit; One hundred acres off the east side of the lot of that part thereof which lies south side of the County road leading from Rathmsville to Doublin. And the defd Duvall insists that the residue of the land to wit, the 150 acres more than sufficient with the improvements thereon made to pay all the residue of the Plaintiffs demand and interest due the Complt. Costs. This Respondent Duvall therefore claims that in case the Dally should be unable to pay the residue due on the land, that the Court will order & direct that the defd 150 acres still in the hands of the defd Dalley should be first subjected to the payment of the defd lien on the land.

And humbly pray answer may be accordingly to be hence dismissed with their Costs &c.

Powell & Brock Sol. for Defts

Union County ss. The above named defendants Conrad Dalley & Daniel Duvall being duly sworn upon their respective oaths say that the above answer by them made so far as the same refers to our respects this several cause as above stated so far as state of the information of others they verily believe the same to be true, and that all other matters therein set forth as of their own knowledge, the same are true in substance & facts.

Subscribed & sworn to this 20th day of December A.D. 1852. before me

James Turner Clerk

Conrad Dalley
Daniel Duvall

The State of Ohio } In the Court of Com. Pleas
Union County. ss. } November Term 1853.

James W. Curtis }
vs. } In Chancery.
Cornelius Dailey. }

On the 13th day of November A.D. 1852 at the term of this Court held for the said County the following entry is made on the journal of the said Court, to wit:—

"This day came the Complainant by Swan and Andrews and the Defendant by H. Powell, and by Consent ordered that the matters of account, set-off and payment set up in the defendant's answer be referred to Levi Phelps to ascertain adjust and report upon the same at our next term to which time this cause is continued".

In testimony whereof I have hereto affixed the seal of the said Court and my signature this 21st day of March A.D. 1853.

James Thomas Clerk

March 23rd 1853 By order of the court of common pleas of union County I proceeded to the premises of Conrad Walley & called on Samuel Hanawalt who is a resident of Union County & proceeded with said Hanawalt onto the ground claimed to be deadened by said Walley having been employed as he states by Custer,
the said Hanawalt after being duly sworn by me declares & says that he believes there is ten acres included in said deadening & the Labor in deadening the same was worth ten dollars & said ten dollars would be a fair compensation for the same & furthermore this deponent said not,

Custer
v
Walley
Report of
Philips

Cont. Wally being duly sworn by me as teaching the matter concerning his charges in a paper matted A in an action pending wherein James M. Custer is plaintiff & said Wally is defendant

question by me

1st question on Item No. 1st) What time did you spend in surveying

answer by Wally I cannot tell the time spent

2nd question by me) how much time in this Item did you spend

answer for any day altogether on that Item

Item 2nd question by me) What time did you spend in trying to settle on Custer

answer I cannot say how much

Item 3rd question by me) was there any agreement between you and Custer as to the percentage or amount you were to receive for for selling said Custer land

answer by Wally) there was no agreement sold

question 2nd) for what amt. was this land

answer by Wally) for sixty dollars & twenty five cents per acre

Item 4th question by me) for what price did you sell to Deck the 100 acres

answer by Wally, five dollars per acre

Item 5 question by me) What was the agreement between you and Custer in regard to building a cabin on his land

answer by Wally) he employed me to build a cabin where I thought best but after words was dissatisfied with the place I had selected

question 20th, by me) what was done towards building the cabbin

answer by Wolly) I nearly covered the cabbin & hauled lumber there from the floor

question by me) What became of the lumber

answer) I do not know what became of it

Item 6. question by me How many hands did you Board and what time

answer by same) five hands & two Hands between two & three days

Item 7th question by same) what time did you spend in drawing land for Customers for year 1848.

answer by same) I do not know but a great many days

Item 8 (q by same) what time did you spend in the service of Customers in Item No 7. year 1849 as in Item No 7

answer by same) as above

Item No 9, q by same) what time did you spend in said Customers employ as in Items No 7 & 8. for 1850

answer by same) Same as in No 8 & 9.

Item No 10 q by same

answer by same) Same as above

Item No 11 q by same as above

answer by same) Same as above

Item No 12 question by same
answer by same) This is a just account
Item No 13. q by same is this act just
answer by same) it is just

Item 14) q by same) is this act just
answer by same) yes

Levi Phelps Master

Morrison
vs
Evans Eq

By agreement of parties
this cause is settled and costs arranged
between the parties, with the officers

Angus Fay et al
v.
Michael Shaw

Compt excepts to the report of Coates

1 Because the Master has not stated the order or basis upon which he has calculated or allowed interest.

2 Because the report ~~[illegible]~~ aggregates &c

3 Because no report [illegible]

John Masters
vs
C. Walley et al

Petition of
Phelps

$90.75
Fees herein
$5.75

Filed March 24
A D 1853
James Lee Clerk

James W Custer } In Chancery Union County
v
Conrad Wally }

In pursuance of the order in reference in the above case the undersigned as special Master finds and reports that he has viewed the premises and improvements referred to herein and from the same and testimony herewith filed, allows and finds due the defendant on his account the following accounts, To wit,

for selling 100 acres of land To Francis Harriot.		
No 1 in the account allowed to the amt of	$	3.00
No 2 do.		2.50
No 3 "		7.50
No 4 "		7.50
No 5 "		15.00
No 6 "		12.00
No 7 "		10.00
No 8 "		10.00
No 9 "		10.00
No 10 "		10.00
No 11 "		03.00
No 12 "		1.25
		90.75

The residue of the items charged by the defendant the undersigned rejects and disallow

Levi Phelps

Masters fee $5.00 Wm Hawarwall .75 cts

Union Comm Pleas

James W Curtis
vs
Conrad Walley
Daniel Duvall

Filed June 19 1852
James Dora Clerk

Swan & Andrews
Atty for Pltff

Space this writ by serving at the residence of each of the within named defendants a certified copy of this writ Aug 19 A D 1852

Fees Mileage 60
Serv 5.5
Copy 40
7.5.5

William Mc Clure Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Conrad Walley & Daniel Duvall

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 by

James W Curtis

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.~~ Turner Clerk of said Court, at Marysville, the 18th day of June A. D. 1852

James Turner Clerk of Common Pleas.

16	
66	
65	
25	
4	
35	
110	
12	
250	
100	
564	Cloth
575	Mastes
203	Stuffs
13,42	

155	
48	
203	

$5 64 cl Sh
2 03 Ship
5 75 Master & mate

James M Curtis
v
Conrad Walley

In Cly Mun Co

This cause is settled and to be dismissed at defendants costs

March 29. 1853

Sam V Anders
for Curtis

Chancery Case File

Case No. 1852-CH-0023

No. 52-CH-23

Union Common Pleas Court.

James H Curtis et al
Plaintiff,

AGAINST

John Deck et al
Defendant.

NOV TERM. 1853

Leoffrof Dweller

Journal 5 Page 278

Record No. 6 Page 558

Ex. Doc. A Page 362

Chy No IV ~~40~~
No ~~31~~ 23

James W Custis
vs

John Leech et als

Cert bill made

Record

57

J. & M. Cash
v
John Slick
et al
Orig Writ

Filed June 18th 1852
James Turner Clerk

Issued Subpoena for
John Slick and
William Webb

Thos H Andrews

To the Court of Common Pleas of Union County, in Chancery Sitting

Your Orator James M. Custis of Accomack County in the State of Virginia represents that:

On the 5th day of July AD 1849 your Orator and one John Deck whom your Orator prays may be made defendant to this bill entered into Articles of Agreement duplicate originals of which were mutually exchanged between the parties whereby your Orator agreed upon the terms and conditions in said articles as hereinafter mentioned to sell to said Deck the following land situate in said County of Union towit Lot No 2. in Survey No 5 609 bounded and described as follows Beginning at a maple corner of land sold to Walley; thence with Walleys line N. 82 E 124 poles to an elm oak and ash corner to lot No. 3.; thence with the line of lot No 3 S. 7½ E 128 poles to two beeches and sugar in the line of lot No 5 thence with the line of lots No 5 & 4 S. 82 W. 124 poles to a red oak in the westerly line of the original survey; thence with said line N. 7½ W. 128 poles to the beginning, containing one hundred acres more or less and said Deck thereby agreed to pay your Orator five hundred and twelve dollars and fifty cents in five installments with interest as follows: $112 50/100 on or before 1st January 1850; $100 on or before 1st January 1851; $100 on or before 1st January 1852; $100 on or before 1st January 1853; & $100 on or before 1st January AD 1854; the said Deck having also executed his five promissory notes to your Orator or order for said several sums of money payable as aforesaid; and the said Deck is and by said articles agreed to pay all taxes and

assessments that might thereafter be demandable on said land. and it was agreed that said several ~~payments~~ installments and notes above mentioned with interest should be punctually paid on or before the respective times when the same should be due as above mentioned; and if each and all were so paid your Orator covenanted to sell and, upon the punctual payment as last mentioned of all of said several installments with interest, to convey by general warranty deed the above described premises unto the said Deck his heirs and assigns; all which will more fully appear by said Articles the duplicate originals of which held by your Orator will be produced on the hearing of this cause. together with said notes now and always held and owned by your Orator

The said Deck although frequently requested has never paid any or either of said installments or notes or any part thereof to your Orator but has wholly neglected and refused so to do; and inasmuch as by the express terms of said Article your Orator did not agree to sell said lands unless said installments and each were punctually paid, the said articles have become forfeit and at an end.

The said Deck pays no taxes and assessments upon said land and your Orator has been compelled to advance and pay the taxes which said agreed to pay, and which said Deck is bound to refund with interest amounting to a large sum of money to wit fifty dollars.

The said Sleck has not the means or property to pay the said installments and notes now due but is insolvent. Your Orator has a lien on said lands and the estate therein if any vested in said Sleck by said articles for the payment of said installments and notes now due &c.

Your Orator has been informed that one William Webb who is also made a party defendant to this bill claims some interest by assignment or otherwise from said Herriott in said Contract or lands but what or in what portion of the premises your Orator is ignorant. His interest if any is subordinate to your Orators.

Your Orator prays that said Sleck and Webb may answer under oath all the allegations of this bill; that an account may be taken of the amount of principal interest taxes paid and interest thereon due your Orator from said Sleck, and if not paid by a short day to be named by the Court that said Contracts and notes be rescinded and that your Orator may have such other and further relief as to the Court may seem meet and that subpoena issue &c

James M Curtis

by Swan & Anderson
their Sols.

Union Comm Pleas

James W Curtis
vs
John Deck
William Webb

Filed June 19 1852
James Irwin Clerk

Sloan & Andrews
Attys for Plff

Served this writ by leaving at the residence of each of the within named defendants a certified copy of this writ this 19 June 1852
Fees Mileage 60
Serv 55
Copy 40
1.50

William G Mills

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon John Deck and William Webb

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, forth with ~~on the first day of the next Term thereof,~~ to answer a Bill in chancery, exhibited against them by James W Custis

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

Witness JAMES Turner ~~KINKADE, Jr.~~ Clerk of said Court, at Marysville, the 18th day of June A. D. 1852

James Turner Clerk of Common Pleas.

No. 52-CH-24

Union Common Pleas Court

James W. Custis
Plaintiff,

against

Thomas B. Herriott
Defendant.

NOV TERM 1852

Journal 5 Page 163

Record No Record. Page

Ex. Doc. A Page 362

Chy No 44
No 32

James W Custus
vs
Thomas B Hemolt

9-362

58

Sat M Castes
v
Thomas B Hewett

Pet Chy

Filed June 18th 1852
James Downer Clerk

Issue Subp for
defts return forthwith

5

Swan & Andrews

To the Court of Common pleas of the County of Union, in Chancery sitting.

Your Orator James M Custer of Accomack County in the state of Virginia represents; That,

on Francis B Herriott of said County of Union whom your orator prays may be made party defendant to this bill, on the 15th day of December AD 1849, entered into Articles of Agreement with your Orator under seal of that date whereby your Orator upon the terms and conditions hereafter mentioned agreed to sell said Herriott the following lands situate in said County of Union to wit Lot No. 3. in Survey No. 5609 bounded as follows, beginning at two beeches and a sugar S.E. corner to Lot No 2.; thence with the line of Lot No 2. N. 7½ W 128 poles to an elm ash and oak, in the line of Lot No. 1.; thence with the line of Lot No 1. N. 82 E. 95 poles to a stake in the easterly ~~corner~~ line of the original survey; thence with said line S 30° 5' E. 139 poles to a stake corner to Lot No 6; thence with the line of Lots 6 & 5 S. 82 W. 150 poles to the beginning, containing ninety eight acres. The said Herriott in and by the terms of said Article of agreement, agreed to pay your Orator the sum of Six hundred and forty eight dollars, in five installments with interest as follows: $148 on or before 1st day of March 1850; $125 on or before 1st day of January 1851; $125 on or before 1st day of January AD 1852; $125 on or before 1st day of January AD 1853; and $125 on or before 1st day of January AD 1854; the said Herriott having also executed his five notes to said Custer or order for said several sums payable as aforesaid and the said Herriott also agreed by said Article

to pay all taxes and assessments that might thereafter be demandable on said lands or their appurtenances and it was further agreed in and by said Articles that said several installments and notes above mentioned with interest should be punctually paid on or before the respective days when the same should be due as above mentioned, and ~~upon the punctual payment as last mentioned of all of said several installments with interest~~ if each and all were so paid your Orator agreed to sell, and upon the punctual payment as last mentioned of all of said several installments with interest, to convey by general warranty deed the above described premises unto said Hennott his heirs and assigns all which will more fully and at large appear by reference to said Articles of Agreement, original duplicates of which were delivered to each of the parties mutually, and the duplicate held by your Orator will be produced on the hearing of this cause, together with the said notes which are and always have been held and owned by your Orator.

The said Hennott has not paid any or either of said notes or installments or any part thereof to your Orator although frequently requested so to do. The said Hennott also neglected to pay the taxes and assessments on said land and your Orator to save the said land from sale &c for taxes was compelled to advance and pay and has paid the taxes and assessments on said land which have accrued since said sale, amounting to a large sum

of money. The said Merriott hath committed great waste upon said lands by cutting down the most valuable timber upon said lands and selling the same ~~for lumber~~ to be sawed up into lumber. The said Merriott as your Orator believes and therefore avers the fact to be, that said Merriott did not intend when he entered into said article and has never since intended to pay for said land for take said land except for the purpose of getting timber from it, unless the same should rise so much in value as to make a compliance with said article a matter of speculation. The said Merriott is insolvent and has no means either to pay for said lands or to pay for the waste which he has heretofore or may hereafter commit upon said land. Your Orator has good reason to believe and does believe that the said Merriott will during the pendency of this bill commit further waste upon said lands and materially injure the value of the same by cutting and selling off saw logs and timber fit for fencing &c. The cutting of such timber would be an irreparable injury to said lands.

By the express terms of said article of agreement your Orator did not agree to sell to said Merriott said lands nor was your Orator in any manner bound in the premises except on the condition that said Merriott punctually paid each of said notes.

The said Merriott is unable to pay said installments or notes; he is insolvent and your Orator could not collect any damages

which he might recover for waste to said premises.

Your Orator prays that since Hunt may be compelled to answer the allegations of this bill, that an account may be taken of the amount due your Orator with times and interest and if not paid at a short day fixed by the Court that said contract and notes may be cancelled and rescinded; or that the equitable estate if any created by said contract may be sold &c and that your Orator may have such other and further relief as to the Court may seem meet &c.

James W Custis
by Swan & Andrews
his Solr.

On Tuesday 22. June 1852 at 9 O'C.
AM I am ready to attend in Court on
the hearing of Common Pleas Case
an upwards of the matters contained in
the Petition of James W Curtis
against the defendant Francis B Harriott
to wit in the Court of Common Pleas
in the Court House

S Swan V Andrews
Atty for Plff

Common Pleas

James W Curtis
vs
Francis B Harriott

Filed June 19 1852
James Dunn Clerk

Swan V. Andrews
Attys for Plff

Copy this Writ in Lewis at the Sentence
of the defendant 22 June 1852
Writ Serve 18 1852

Geo Wilcox 60
Serv 35
Copy 20
115

Million & Nathan Hurd

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Francis B Herriott

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 James W Curtis

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.~~ Lowner Clerk of said Court, at Marysville, the 18th day of June A. D. 1852

James Lowner Clerk of Common Pleas.

Chancery Case File

Case No. 1852-CH-0025

No. 52-CH-25

Union Common Pleas Court.

James G Adams
Plaintiff,

AGAINST

Abram Morford,
Defendant.

NOV TERM. 1852

Dismissed

Journal 5 Page 131

Record No. No Record Page

Ex. Doc. A Page 147

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

May 59

James G G Adams

vs

Abraham Morfew

Cont bill & ans

Me Recon

Union Common Pleas
June Term A.D. 1852

James G. G. Adams
vs
Abraham Shorford

Bill in Chancery

Filed June 19 1852
James Lemmon Clerk

J. B. Lewis Atty

To the Honorable the Court of Common Pleas within and for the County of Union and State of Ohio, in Chancery sitting:

Respectfully represents unto your Honor Your Orator James G. Adams of the County of Greene and State of Ohio, who, at the time of the execution of the mortgage &c hereinafter mentioned was a resident of the County of Union and State aforesaid, that on or about the first day of March A.D. 1851. One Abraham S. Morford 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 said County of Union and State of Ohio, to wit, in the Township of Jerome, and bounded and described as follows, to wit, Beginning at a white oak, sugar and hickory, N.E. corner of the original Survey; thence S. 36° 30" E. 145 poles to a hickory, sugar & beech; corner to Lot No. 3.; thence with the line of Lot No. 3. S. 53° 30" W. 117 poles to a Stake witnessed by a small sugar; thence N. 36° 30" W. 50 poles to a Stake N.E. corner to Lot No. 4.; thence S. 53° 30" W. 5 poles to a Stake in the Marysville road; thence with said road N. 52° 30" W. 117 ½ poles to a stake in the North line of the original Survey; thence with said line N. 53° 30" E. 118 poles to the beginning containing one hundred and seventeen acres more or less; Being the whole of Lot No. 5. and that part of Lot No. 6 lying East of the Marysville road, in Survey No. 5134, Entered in the name of John Pride, and patented to Benjamin Boisseau jr., 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

Abraham S Morford of even date with said mortgage for the sum of ($300.00) Three hundred Dollars payable with interest thereon at the rate of ten per cent from date to your Orator, on or before the first day of March in the year of our Lord one thousand eight hundred and fifty two, then next ensuing.

And your Orator further represents that said mortgage was duly recorded, in said County of Lenon at one half past two o'clock afternoon on the 6th day of May A.D. 1851.

And your Orator further represents that said sum of ($300.00) Three hundred Dollars was not paid to your orator at the time limited in said mortgage, and that thereby the estate of your Orator in said premises became absolute at law.

And your Orator further represents that the said sum of ($300.00) Three hundred dollars with the interest accrued thereon at said rate of ten per cent, (except the sum of Thirty dollars, parcel of the interest, &c) 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 Abraham Morford and requested him to pay the same, which he the said Abraham S Morford refuses to do.

Your Orator therefore prays process of subpoena against the said Abraham S Morford and that he may on his corporal oath, to the best and utmost of his knowledge, remembrance, information and belief, full, true direct and perfect, answer make to all and singular the matters aforesaid, and that an account may be taken under the direction and decree of this Honorable Court, of what is due upon said

mortgage, and that said Abraham Thorford may be decreed to pay what shall thus appear to be due with costs, and in default of such payment, that said mortgaged premisses may be sold, and the proceeds applied to the payment of the sum thus found to be due with costs, and that your Orator may have such other and further relief in the premises as to your Honor shall seem meet, and he shall ever pray &c

John B Coats
Solicitor for Complainant

Issue subpoena for Abraham Thorford returnable forthwith.
To the Clerk of the Court of Common Pleas of Union County Ohio June 19th 1852

John B Coats
Sol. for Complainant

D. A. 227

James G. G. Adams
vs
Abraham Morford

Debt

Costs $2,75
this writ 70

Filed Oct. 30th 1855
Calvin Randall Clerk

Recorded
W. P. Lee

Received this writ August 27th A.D. 1855 and served the same October 1st A.D. 1855 and received the full amount of costs in this case.

Fees service .55
Mileage 1.00
Return 10
Poundage 10
1.55

William A. Robbs Sheriff

11

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* 8th *day of* November, *A. D.* 1852,

James G. G. Adams *recovered against*

Abraham Mafford

as well as the sum of _____ *dollars and* _____ *cents for* _____ *debt, as the sum of* _____ *dollars and* _____ *cents, for* _____ *damages; as also the sum of* $2.75 *for* his *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* Abraham Mafford

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* $ _____ *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 29th *day of* August *A. D.* 1855.

Taber Randall *Clerk.*

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Union Comm Pleas

James G. & Adams
vs
Abraham Norford

Filed June 19 1852
James Dwen Clerk

J. B. Coates
Atty for Plff

Served this writ by leaving at the residence of the defendant a certified copy of this writ
June 19th 1852

Fees Mileage 50
Serv 35
Copy 20
105

Millicent Mulhollan Shff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

Abraham Marford

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

James G G Adams

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.~~ Lwmer Clerk of said Court, at Marysville, the 19th day of June A. D. 18

James Lwmer Clerk of Common Pleas.

Chancery Case File

Case No. 1852-CH-0026

No. 52-CH-27

Union Common Pleas Court.

Christopher Brown
Plaintiff,

AGAINST

Mary Brown
Defendant.

NOV TERM. 1852

Divorce

DECREE FOR PLAINTF

Journal 5 Page 169

Record No. 6 Page 235

Ex. Doc. A Page 256

Christopher Brown

v.

Mary Brown

petition for divorce

Filed August 2nd 1852
James Lynner Clerk

Cost bill made

Recorded

J. C. Doughty
Sol, for Petitioner

To the Honourable Judge of the Court of Common pleas of Union county in Chancery sitting

Humbly Complaining Showeth unto your honour Your Orator Christopher Brown, Who has been a resident of Union County Ohio for More than One year last past, That your Orator was lawfully joined in the bands of Matrimony to his present Wife Mary On the Sixteenth day of February A D 1842 from which time forward they have been ~~resedents~~ and now are inhabitants of the county of Union and State of Ohio. And your Orator further Showeth unto your honours that said Mary since the said Sixteenth day of February 1842 disregarding the solemnity of her vows and the sanctity of the marriage state hath willfully and wickedly absented herself from the house of your Orator without any cause or provocation And your Orator further represents to your honours that the said Mary did leave your Orator on or about the first day of April A D 1843 from which time forward has been guilty of willful absence for more than three years last past and that said Mary has never returned but on the contrary refused to live and cohabit with your Orator And your Orator further shows to your honours that the said Mary has been as is guilty of gross neglect of duty in all and every respects as a wife

And your Orator further shows unto your honour that by means of the said several 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 Mary may true full and perfect answer make to the things herein charged and set forth And that the Marriage between your Orator and the said Mary 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 agreeable to Equity May it please your honour to grant unto your Orator a writ of Subpoena issuing out of and under the seal of this honourable Court to be directed to the said Mary commanding her on a certain day and under a certain pain therein expressed to be and appear before your honour 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 honour shall seem meet and according to the statutes in such cases provided

J. C. Dargan
Sol. for Petitioner

Christopher Brown
vs
Mary Brown

Debt for ali't

Filed Nov 6 1852
James Turner Clerk

Levied this writ by Reading to Saunders Keating & Tuck 30 1852

Levied By Reading to Samuel Sager Nov 4 1852
Samuel Sager demanded his fee & not paid
Levied by Reading to John Lewis
Michael Brown Not found

Mileage	100
Levies	38
	138

William C. Mann Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Lease Michael Brown Garrett Harriss Samuel Sager

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 Fifth 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 Christopher Brown is Plaintiff, and Mary Brown 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.,~~ Turner Clerk of our said Court, at the Court House in Marysville, this 20 day of October A. D., 1852

James Turner Clerk.

Christopher Brown
vs
Mary Brown

P.R. for Witnesses

Filed Oct 20th 1853
James Turner Clerk

J. C. Doughty
Att'y for plaintiff

Christopher Brown
vs
Mary Brown

In Univ
Comm pleas.

Issue a subpoena
for John Leary, Michael
Brown, Jarrett Harris and Samuel
Sagar. Witnesses for plaintiff

Jno. James Dunn.
Clerk of the C. pleas.
Oct 20 1852.

G. Dougherty
for plaintiff

Christopher Brown
vs
Mary Brown
Divorce
Writ

Filed August 16 1852
Lance Lurner Clerk

Served this writ August 13th 1852
by leaving a certified copy of this writ at
the residence of the within Named Mary
Brown

Fees Milage 15
Serv 35
Copy 20
70

William C Mullen Sher

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Mary Brown

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 Bill in chancery, exhibited against her by Christopher Brown

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.~~ Lowmer Clerk of said Court, at Marysville, the Second day of August A. D. 1852

James Lowmer Clerk of Common Pleas.

D A 256

Mary Bowen
vs
Christopher Bowen

Debt $30.00
12 38
73
Costs
This writ

Filed March 22 1853
Geo. Lucas Clerk

A D

Received this writ December 30th 1852
No Goods or Chattles found whereon to Levy & therefore on the 7th day February AD 1853 Levied upon the following described Real Estate, by order of Cole & Porter Attorneys in the County of Pike State of Ohio to wit, Being Part of of Survey No. 5008 Patented unto Hugh Wooson Beginning three Ironwoods South west Corner to Lands formerly belonging to Samuel Patches heirs now belonging to Garrett Harris thence N 37° W 23½ Poles to a Stake thence N. 72° E 135½ Poles to a Stake, then S 73 E 23½ Poles to a Small Beech two ashes and a Stake thence S 73 W 135½ Poles to the Beginning Containing twenty acres thus the above described Real Estate Appraised on the 8th day of February AD 1853 by the oaths of Garrett Harris George Harris and John Harris at Six dollars per acre and delivered to the Clerk of the Court from which this writ issued, a certified copy of the appraisement Advertised said Real Estate 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 afterwards to wit on the 21st day of March AD 1853 A 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 the same at Public Auction at the door of the Court house in said County and not sold for want of Bidders

	Fees Mileage	35
	Serv	35
	Serv	35
March 22° 1853	Inquest	1 00
	Appraisers	1 50
	Advertising	25
	Return	25
	Printers fee	3 00
		$7.05

William C. Mulin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of Said **County, Greeting;**

Whereas, at the Court of Common Pleas of the county aforesaid, begun and held at the Court House in the town of Marysville, on the 16th day of November A. D. 1852 Mary Brown recovered against Christopher Brown as well as the sum of Three hundred dollars ~~and~~ Allimony ~~cents for~~ ~~debt, as the sum of~~ ~~dollars and~~ ~~cents for~~ ~~damages,~~ as also the sum of $12.33 for her 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 Christopher Brown you cause to be made ~~the debt, damages,~~ Fifty Dollars the amount due of the above and costs aforesaid, with interest thereon from the 16th day of November A. D. 1852 until paid; also the sum of $0 73 the costs of increase on said Judgment, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Mary Brown

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

Witness JAMES ~~KINKADE, Jr.~~ Lowner, Clerk of said Court, at the Court House aforesaid, this 30th day of December A. D., 1852

James Lowner Clerk.

Brown
v
Brown

Prepare
for Ex

Filed Dec 30 1852
James Lowrie Clerk

Christopher Brown
v
Mary Brown

In Union Com Pleas
Chancery Side

Issue and execution against Christopher Brown, to enforce payment according to law of the first installement in that decreed.

Clerk Union
Com Pleas
Dec 29th 1852

Cole & Porter
Attys for deft

D. S. 256

Mary Brown
vs
Christopher Brown

Debt $500
Int
Costs 12 33
Increscent 1 98
This writ 59
Filed Nov 22 1853
Geo. Dunn
Clerk

Coll. Dunn

Received this Writ ~~Nov~~ October 17th 1853
and the within described real Estate appraised at the sum of twenty
dollars per acre advertised 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 ~~between the Legal hours of two o'clock A.M and four o'clock P.M~~
afterwards to wit on the 21st day of November A.D 1853 it being the day advertised said real Estate to be Sold I offered the same at the the door of the Court House in said County at Public Auction. and Sold the same to Joseph Hawn for four Dollars pr acre it being the two thirds of the Appraised value therefor; and he being the highest and Best Bidder therefor

November 22 1853

Fees Sens	35
Milage	5
Advertising	25
Return	10
Poundage	1 60
Pendus fee	2 00
	$4 35

William C. Martin Sheriff

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Christopher Brown to wit Being part of survey No 5008 Patent to Hugh Woodson. Begining at three Ironwoods South west corner to lands formerly belonging to Samuel Patch & heirs now belonging to Janet Harris. Thence N 37 W 23½ poles to a Stake, thence N 72 E 135½ poles to a Stake thence S 73 E 23½ poles to a Small Beech two ashes and a Stake, thence S 73 W 135½ Poles to the Begining Containing twenty acres

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

the sum of fifty ~~and~~ cents ~~for~~ dollars for her

damages together with $12 33 for her costs, with interest thereon from the 16th day of November A. D. 1852 until paid, which late in our said Court the said Mary Brown recovered against the said Christopher Brown

as of record is manifest. Also, $7,78 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods, & chatels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said Mary Brown

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

Witness, JAMES TURNER, Clerk of said Court at the Court House in Marysville, this 17th day of ~~November~~ October A. D. 1853

James Turner Clerk.

1852-CH-27

Mary Brown

vs

Christopher Brown

Filed Nov 21 1853

James Linn Clerk

SHERIFF'S SALE.

Mary Brown,
vs. } Order of sale.
Christopher Brown,

BY VIRTUE OF A VENDITIONI EXPONAS to me directed from the court of common pleas of Union county, and State of Ohio, I shall offer for sale at the door of the court house, in said county, on the 21st day of November, A. D. 1853, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M., the following described real estate, to wit: being part of survey No. 5008, patented to Hugh Woodson, beginning at three ironwoods southwest corner to lands formerly belonging to Samuel Patche's heirs, now belonging to Garret Harris; thence N. 37 W. 23½ poles to a stake; thence N. 72 E. 135½ poles to a stake; thence S. 73 E. 23½ poles to a small beech, two ashes and a stake; thence S. 73 W. 135½ poles to the beginning, containing 20 acres. Appraised at 6 dollars per acre.

WILLIAM C. MALIN, Sheriff.

October 19, 1853.

Mary Brown vs Christopher Brown

I hereby certify 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 for five consecutive weeks prior to the 21st day of Nov, 1853.

C. Strawder

Sworn to and subscribed before me this 21st day of Nov 1853

James Dunn Clerk

pr fee $3.00

Chancery Case File

Case No. 1852-CH-0028

No. 52-CH-28

Union Common Pleas Court.

Samuel Merrel, Heirs
Plaintiff,

AGAINST

Joseph S Walters
Defendant.

JUN TERM. 1853

DECREE FOR PLAINTF

Journal 5 — Page 224

Record No. 6 Page 413

Ex. Doc. A Page 354

Cly #34

Heirs at Law of
Samuel Memott

v

Joseph Mathews

132
210
224

cert bill made
Record

154
45
230
45-1

660
144
440
40

In the Circuit Court of Carroll

Merrill

vs

Joseph G Watkins

Petition for bond.

Filed August 21 1852

James Downer Clerk

J. C. Doughty atty for petitioners

To the Honorable Judge of the Court of Common Pleas of Union County, in Chancery sitting

Theba Merritt, Daniel A Merritt, John T Merritt Rachel Merritt, Samuel Merritt Theba A Merritt Ama Merritt, Charles D A Merritt, George K Merritt, and Milley Reading and John T. Reading, heirs of Emely A Reading, deceased, heirs at Law of Samuel Merritt, deceased, of the County of Union and State of Ohio, by their next friend Daniel A Merritt (Complainants) Represent that Joseph S. Watkins of the State of Virginia and whom your Orators pray may be made Defendant to this bill, On or about the 11th day of October A D 1837, was seized in fee simple of a certain tract of land, situate in said County of Union, Ohio, and which is hereinafter more particularly described And the said Joseph S Watkins being desirous to dispose of the lands entered into an agreement with Samuel Merritt deceased, for the sale thereof to him, and which agreement was reduced to writing And signed by the said Joseph S Watkins And in substance, is as follows the said Joseph S Watkins, bound himself his heirs and assigns, jointly and severally, under a penalty of Two Thousand One hundred Dollars lawful money, for his performance with such conditions, that the above bound Joseph S Watkins hath sold to the said Samuel Merritt deceased, all that parcel of Survey No 7919 Being in Union County Ohio On Rush Creek Beginning at a Sugar in the East line of said Survey,

On the County Road. Thence with said Road. 203 poles to the center marked line of said Survey. Thence with said Marked line S 9 E. 131 poles to Brush Creek. Thence down the Creek. as it meanders. untill it intersects the Original East line of said Survey. Thence with said Original line N 12 W. 131 poles. to the beginning containing One hundred. and fifty acres. at Seven Dollars. per Acre, four hundred. and seventy Dollars. to be paid in Ready money One half the ballance. On or before the first day of September A D 1841. And the other half. On or before the first day of September A D 1842 ~~A copy of which~~ the agreement is herewith filed. and made part of this bill Your Orator. further represent that the said Samuel Merrell, deceased has in all respects. complyed. with the terms. and conditions of the said agreement on his part to be performed and that he has. applied. to the said Joseph S. Watkins and requested him ~~since~~ specifically. to perform his part of the said agreement. but the said Joseph S Watkins hath hitherto, wholly neglected and refused. so to do. Your Orator therefore pray: that the writ of Subpoena may issue against the said Joseph S Watkins and that he may be compelled. to answer all and singular the premises. And Your Orator further prays. that on the final hearing of this cause the said Joseph S Watkins may

be decreed specifically to perform his said Agreement, And that the said Watkins may be further decreed to make and execute good and sufficient warrantee deed, to your Orators heirs at Law of the said Samuel Merritt deceased, or if it should appear that he is unable so to do that he may be decreed to repay the to your Orators the purchase Money aforesaid with interest, and such damages as your Orators may have sustained by reason of the premises. And that your Orators may have such other and further relief in the premises as equity and good Conscience may require

J. C. Doughty atty for Petitioners

Phebe Marriott et al
vs
Jos. S. Watkins
Proof of Publication

2

Filed Nov 8 1850
Jas Turner Clk

NOTICE.

Pheba Merrett, Daniel A. Merrett, John G. Merrett, being of the age of twenty-one years, also, Samuel Merrett, Pheba A. Merrett, Anna Merrett, Charles D. A. Merrett, George W. Merrett, also, Milly Reading and John Reading, minor heirs of Emily Reading, deceased, by their next friend, David Merrett have filed their b.l. in Chancery, in the Court of Common Pleas of Union County, against Joseph S. Watkins, the object and prayer of said bill is to obtain a deed for the following real estate, being part of Survey No. 9919, being in Union county, Ohio, on Rush creek, beginning at a sugar tree in the east line of said Survey on the county road, thence with said road 295 poles to the center marked line of said Survey, Thence with said marked line S 9 E 150 poles to Rush Creek, thence down the creek, as it meanders until it intersects the original east line of said Survey, N 12 W 131 poles to the beginning, containing one hundred and fifty acres, the said Joseph S. Watkins will come, plead, answer or demur to said bill within sixty days after the next term of said court, or decree will be taken by default.

J. C. DOUGHTY, *Sol.*
for Petitioner.

September 4. 1852. (pf$2,50) n51w6.

I hereby certify that the annexed notice was published in the Marysville Tribune a weekly paper published and in general circulation in Union County, Ohio for six consecutive weeks prior to the 8th day of November 1852.

A. J. Hamilton

Sworn to in open Court this 8th day of Nov, 1852. James Turner Clerk

Joseph S. Watkins
vs

Phebe Merritt & als

3

Answer

Filed April 23 1853
James Linn clk

R

The answer of Joseph E Watkins, defendant to the Bill of complaint of Pheba Merritt, Daniel A Merritt, John G Merritt Rachel Merritt Samuel Merritt, Pheba A Merritt, Anna Merritt, Charles A Merritt, George W Merritt Milly Reading and John G Reading

The said Joseph E Watkins now comes and for answer to the said Bill of said complainants, says that it is true he made his articles of agreement with the said Samuel Merritt for the sale of the lands in said Bill described upon the terms in said Bill set forth, That he believes it is true the said Samuel Merritt is dec- and the complainants are his heirs

This respondent denies that the said Samuel Merritt in his life time, or his administrator since his death, or his heirs, or any one or any of them have ever paid to this respondent the sums stipulated to be paid to this respondent for the land in said Bill described, but on the contrary a large sum of money, to wit the sum of nearly hundred dollars is yet remaining unpaid and therefore this respondent prays to be hence dismissed with his costs herein expended

By James W Robinson
Solr for Respondent

Chancery Case File

Case No. 1852-CH-0029

No. 52-CH-29

Union Common Pleas Court.

Wm J Patten
Plaintiff,

AGAINST

Jonathan Burt
Defendant.

JUN TERM. 1853

Settled

Journal 5 Page 284

Record No. Page

No Record.

Ex. Doc. A Page 356

Union Com Pleas
In Chancery

William P. Patten
v
Johnathan Kuet

petition
Bill
in Chancery

Filed August 26 1852
James Turner Clerk

Cole & Porter

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

Respectfully represents unto the Court your Orator William D. Patten of the town of Marysville and County and State aforesaid that on or about the fifth day of April AD 1852 Johnathan Burt of the Same place (and whom your Orator prays may be made party defendant to this bill) and your Orator placing mutual confidence in each other. entered into an agreement to become Copartners in the business and for the purpose of getting out and hewing hauling and preparing timber and building two Culverts or Bridges on the Springfield and Mansfield Railroad. to wit on that part of said Rail Road lying about one Mile Southwest of Marysville aforesaid. and that all the expenses incident to the said Copartnership were to be borne equally. and that all profits were to be shared equally between said Burt and your Orator. and that such Copartnership should commence on the sixth day of April AD 1852 and be carried on for the purpose aforesaid at the County aforesaid. and untill said Culverts were finished and completed, And your Orator further represents, that the said Copartnership, commenced on the said sixth day of April AD 1852. and was carried on untill the said Culverts were completed. to wit untill the day of June AD 1852, when the said Copartnership thereby terminated, And your Orator further represents. that the expenses of said Copartnership, business, to wit the hire of Divers work hands, and team is very considerable: being to the amount of. one hundred and twenty three dollars and thirty seven cents, And your Orator further represents. that your Orator has paid of said expenses one hundred and One Dollars and twelve Cents, and said Burt has paid twenty two Dollars, and twenty five cents it being. thirty nine Dollars. and forty three and one half Cents less than his proportion of said expenses in said

copartnership business, And your Orator further represents that there has not been any settlement or adjustment between your Orator and the said Kust of the said Copartnership Concern or business from its commencement to its termination, and that the accounts of and respecting the same are still open and ~~unsettled~~ unsettled, and that the amount of Money now due to your Orator from the said Kust personally, is thirty nine Dollars and forty three and one half Cents; your Orator therefore prays process of subpoena against the said Johnathan Kust, and that he may 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 decree and direction of this Honorable Court, of all the Copartnership dealings and transactions, between your Orator and the said Kust as such Copartners as aforesaid which are open and depending between them, and that what shall thereupon appear to be due to your Orator from the said Kust personally may be decreed to be paid by him, and that your Orator may have such other and further relief in the premises as to your Honor shall seem meet, and he shall ever pray &c

Cole & Porter
Sol.rs for Complainant

(Copies)

Issue a subpoena for Jonathan Bent,

Cole & Porter

Augt. 25 - 1852

William J. Patten

v

Johnathan Boat

Replication

Filed March 11th 1853
James Turner Clerk

Coles & Porter

The replication of William J. Potter Complainant to the Plea of Jonathan Burt defendant

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

Coles Porter
Sol. Complt

William Patton
vs
Jonathan Burt

Filed June 16 1853
James Turner Clk

To the Clerk of the Circuit Court of Cuyahoga County Ohio

Received by me
[illegible] Blandy
[illegible]

Subpoena

Wm J Patten
vs
Johnathan Bird

Journal
No 3

Page No 244

Com Pleas
Record

Wm J Peter
vs
Johnathan Burt

Chancery
By agreement of parties
on motion of the court
this cause is dismissed the defendant to pay
the costs of the depositions taken in this
cause and the complainants to pay all
other costs in the cause. Judgment for
costs in accordance with this agreement

William Patter

v. } Main Common Pleas

Jonathan Burt } In Chancery

The defendant will take depositions in this case at the office of John B Coats J.P. in Marysville Union County Ohio on the 10th day of June AD 1853 between the hours of six A.M. and 7 P.M. of said day and continue if necessary on the 11th of same month between the hours

Marysville June 7th 1853

Curry & Robinson
Solrs for Deft

Be acknowledge service of the above this 7th of June 1853

Cole & Porter Attys
for Complt

Issue subpoena for Francis Keating to give testimony for defts on tomorrow morning at 8 o'clock

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas of the County of Union and State of Ohio, wherein William Patton is Plaintiff and Jonathan Burt is Defendant, in pursuance of the notice hereto attached, and at the time and place therein mentioned, Both parties being present by their attorneys

Francis Keating of Union County, Ohio, of lawful age, being first duly sworn, deposes and says.

1st Question by Defendant

Are you acquainted with William I Patton and Jonathan Burt, the complainant and defendant in this case

Answer – I am acquainted with them

2 Question by defendant

State whether you and John Patton as partners ever made a contract with the complainant and defendant for the ~~building~~ purpose of getting out, and hewing hauling and preparing timber and building any Culverts or bridges on the Springfield and Mansfield Rail Road? and if so, When?

Answer – We did make such a contract, sometime in March or April AD 1852

Ques 3 by same

State as near as you can, what the particulars of that contract were=

Answer. We were to furnish such timber as was on the Railroad track, and if that was not sufficient, they ~~the said P~~ were to furnish the balance; – they were to hew and deliver said timber, for one Culvert on section 16 17, and the other on 16 28. I do not know whether the contract

included the framing and building, I think, the contract was to hew deliver and frame the culverts for six cents a foot, but William Bissett said it was too little, they then agreed to hew and deliver the timber for four cents a foot.

Ques 4th By same
State what arrangement was afterwards made respecting the framing and building said culverts.

Ans — They did go on and frame them, and Bissett said he should lose at two cents a foot, and we told them we would not see them loose by it, and settled with them at three cents a foot, for the framing and building

Question 5th By same
State whether the complainant and defendant have ever finished either of those jobs of furnishing, hewing and delivering and building said culverts, &c

Answer. They did not finish hewing or delivering the timber

Question 6th State what amount of the timber has never been hewed, or delivered

Answer — Two string pieces I think, twenty four feet long are not delivered, and two of about sixteen feet, each ~~in length~~ in length also four or twelve feet each in length, I do not know whether they are got out or not, I do not see them around the culvert

Ques 7th Are you not frequently by the culverts? and if so, would you not see them if they were hewed and delivered

Answer – I pass the culverts almost every day and do not see them. I think I would see them if they were delivered. They are not frames on the bridges.

Ques 8th By same

State whether the complainant and defendant have been released from their contract at any time and if not whether you intend to hold them to their said contract, and require them to furnish said stringers and the four twelve feet sticks of which you spoke

Ans I never released them. I always thought they would furnish the whole amount in the bill; the stringers were in the bill.

Plaintiffs attorneys object to giving any testimony of what is in the bill.

Ques 9th By same

State in whom possession the bill is, of which you speak

Answer – I think it is in the possession of William Patton. It may be in the possession of John Patton

Question 10th By same

State whether the complainant and defendant are still bound to deliver to you and John Patton the timber of which you spoke of as being still back.

Answer It is my impression that they ought to deliver the whole timber in the bill, because, there are other culverts on the line and we have to furnish the whole timber before they are accepted by the Engineer

Question 11th By same

State whether the defendant and complainant have done any work on said culverts since the 25th day of August last and if so what=

Answer. The engineer required Mr Burt to hew the face of the abutment and the wings; of some of them; I saw them going with a broad axe and some tools to the culvert, but did not see them at work; I saw afterwards that some of the wings were hewed, I do not know when the work was done,

Question 12 State whether the complainant and defendant always received Equal amounts of the estimates, which were made upon said jobs from time to time

Answer, As far as I know they did.

Question 13th State where these sections 1617 and 1628, are

Answer. One may be about a mile southerly from Marysville; the other I think a little less than a mile, on the Springfield & Mansfield Railroad

Cross Examined

Question by Pltff. Did you have a settlement with Burt & Patton for these culverts, and if so when, and what was that settlement,

Answer I do not know the time of the settlement, at the time we settled with them we allowed them three cents a foot for the framing, The first payment was in May, that was for the hewing and delivering that was at four cents a foot

Question by same. at first settlement, did you give you not settle at two cents a foot for

-framing, and afterwards when they ~~[illegible]~~ they brought suit against you. did you not settle and allow them as per Report on condition that Burt & Patton should get out the string pieces, you speak of.

Answer. There was no framing done at the first estimate — it was after that, that Burt said they would loose, I told them at that time that the stringers were not got out, the string pieces, I always thought it was their duty to get out them.

Question by same. Have you yet paid them in full for the entire job.? If so when?

Answer — No, we kept back the pay for the stringers, two of which were the — the part left last September.

Question by same, Was the job taken off the hands of Burt & Patton

Answer. ~~There was no one to take~~ I do not know whether it was or not

Question by same. "How came you to pay them for the entire job except the stringers, without a clearing receipt of their hands?

Answer. The engineer, The engineer did not object to any of the work after the wings were hewed, so far as it is done.

Question by same Did the engineer have any opportunity — to see and examine the work?

Answer Yes, he has passed it, several times since, and all the time and before.

Quest by Compt. How much money did you pay Burt & Patton at the last settlement?

Answer — I think it was some over Thirty Dollars — Thirty five I think

Question by same. Do you know how many feet of timber there was in the whole job?

Answer — About Twenty three hundred feet, I think.

Question by same. What part of the work did W. Patton do?

Answer. I do not know I did not see Patton do much of the work. I saw Jerry

Question by same. What part of the work did Burt do?

Answer I saw him hewing and framing on the culvert, and at the raising of it too.

The same witness on Reexamination says further

Ques 14th by defendant

Is the acceptance of what engineer was said culverts to be built?

Answer — It was Mr Fairman

Ques 15th by same

When you speak of settlement in your cross examination by pltff do you mean payment for what work was done, or do you mean a final settlement of the contract made with Burt & Patton

Answer in — No I stated I did not think the contract finished till the stringers were delivered — I mean by settlement that we paid them for what work was done

Ques 16 by same

When you say "all but the stringers" do you, or do you not mean to include the four, twelve foot sticks which are to be framed into the stringers.

Objected to by Plaintiffs counsel as being new matter.

Answer I do, because they are in the bill and are not framed in. They may have been got out. By this I mean they may have been hewed.

Question 17th By same

When you paid Burt & Patton for the work that had been done, at that time, did you or did you not change the contract, or was the express understanding and agreement between you & them that they should go on and finish said job as per said contract

Answer Yes that was the agreement, on that day, that all the parties agreed to go on and get the stringers out to fill the bill There was is

Objected to by Plaintiffs counsel.

Ques 18 state whether the original contract was changed or modified at the time of the last payment or settlement you speak of

Answer – Not to my knowledge it was not

Ques 19. What was about the average size of the 2300 feet of timber to be delivered for said culverts

Answer. The principal part was 12 by 12, some 8 by 8, and some 15 by 15; I recollect right – that 18 by 18 was the stringers.

Ques 20. State whether Patton & Burt were to receive their money for said Job, at the Estimates of the engineer as they should be given or were they to wait till the whole Job was finished before they should receive any pay

Answer So far as I know, they were to receive their pay at each estimate

Francis Keating

I John B Coats a Justice of the Peace in and for the Township of Paris in the County of Union and State of Ohio, do hereby certify that the above named Francis Keating 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 specified in the inclosed notice. In testimony whereof, I have hereunto set my hand, this 10th day of June in the year of our Lord one thousand eight hundred and fifty three.

John B Coats J.P.

Fee Bill.

Justices costs, Subpoena	12½
Taking Deposition	$1.62½
	" 1.75
Constables costs	20
One witness fee	50
	$2.46

Serve this writ August 27 1852 by leaving a certified copy of this writ at the residence of the defendant

Fees	Release	5
	Serv	35
	Copy	20
		60

William C. Malin Sheriff.

~~Serve this writ by leaving at the residence of the defendant a certified copy of this writ August 27 1852~~

~~Johnson & Mathews Esqs of this city~~

Wm Carr Plff
William L Palmer
vs
Jonathan Burt
Deft in Chery

Filed Sept 13 1852
Jonas Irwin Clerk

Check $236
1056
3 44

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Johnathan Brost

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

William I Potter

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.~~ Lowner Clerk of said Court, at Marysville, the 27th day of August A. D. 1852

James Lowner Clerk of Common Pleas.

Jonathan Burt
vs
William Patter

Plea

Filed January 15 1853
James Lowner Clerk

The plea of Jonathan Burt to the Bill filed against him by William Patton

The said Jonathan Burt, not confessing or acknowledging any or all of the matters contained in said Bill to be true in manner and form as the same are therein declared, for Plea thereunto says that the Job of building the Bridges and Culverts in said Bill mentioned were not, at the time said Bill was filed fully completed; that since the filing of the same, this respondent has performed thereon some labor, and the Job is not yet entirely finished; that the complainant and respondent have received equal moieties of the money paid for the erection of said Bridges & Culverts, but the Job is unfinished and the complainant and respondent have not settled their accounts and therefore this defendant doth plead the matter aforesaid in Bar as to any relief thereby prayed touching a settlement of said partnership business; and prays to be hence dismissed with his costs

Curry & Robinson Solrs for Deft

Jonathan Burt the above named defendant makes oath and says that the matters and things set forth in the foregoing plea are true

J Burt

sworn to and subscribed before me this 15 day of January AD 1853 James Lowes Clerk

Wm J Batton vs Jonathan Burt } March Term 1853 Continue

Wm J Batton vs Jonathan Burt } June ~~Term~~ 24th 1853 Settled per agreement

William J Batton vs Jonathan Burt } June ~~Term~~ 25th 1853 Chancery

By agreement of Parties on motion to the Court this Cause is dismissed, the defendant to pay the costs of the Depositions taken in this cause, and the complainant to pay all other costs in the Cause, Judgment for costs in accordance with the agreement

The State of Ohio Union County
I James Downer Clerk of the Court of Common Pleas in & for said County do hereby certify the foregoing to be true copys of the Entries made in the above cause on the Journals of said Court
Given under my hand and the seal of said Court this 14th day of August AD 1854
James Downer Clerk

This Transcript $0,50

No. 52-CH-30

Union Common Pleas Court.

John Black
Plaintiff,

AGAINST

Dand. B. Sands,
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 184

Record No. 6 Page 362

Ex. Doc. A Page 300

The J. D. Smith Co., Springfield, Ohio.

Cty 44

John Black

vs

Samuel B Jones

cost. bill made

Recorn

John Black
v
Daniel B. Sands

Petition for
Decree
Chancery

Filed Aug 28 1847
James Turner Clerk
"

J. C. Doughty
Sol. for petitioner

To the Honorable Judge of the Court of the Court Common Pleas of Union County, in Chancery Sitting

John Black of the County of Delaware and State of Ohio represents that Daniel B Sands of the County of Union and State of Ohio, and whom your Orator prays may be made defendant to this bill, on or about the 24th day of May A.D. 1852 was seized in fee simple of certain lots of land, situate in said County of Union and Town of Watkins and which is hereinafter more particularly described, and the said Daniel B Sands being desirous to dispose of the said lots, entered into a written agreement with your Orator for the sale thereof to him and which agreement was reduced to writing and signed by the said Daniel B Sands and is in substance as follows. The said Daniel B Sands bends himself to make unto your Orator a good and sufficient deed for said land within twenty days from the date of said agreement, for Lot No 13. and part of Lot No 11 lying and being in the Town of Watkins Union County Ohio and being more particularly described, it being No (13) and 37 feet off of the South end of Lot No 11 lying and being Town of Watkins Union County Ohio reference being had to the town plat of said Town in the Recorders office of the County of Union and State of Ohio

for which said Lots the Your Orator hath paid the said Daniel B Sands the sum of fifty Dollars. the agreement is hereunto filed and made part of this bill. Your Orator further represents that he has all respects complyed to the the terms of the agreement on his part to be performed And that he has applyed to the said Daniel B Sands And requested him specifically to perform his part of the said agreement but the said Daniel B Sands hath hitherto wholly neglected and refused so to do. Your Orator therefore prays that the Writ of Subpoena May issue against the said Daniel B Sands And that he may be compelled to answer all and singular the premises. And Your Orator further prays that on the final hearing of this cause the said Daniel B Sands May be decreed specifically to perform his said agreement, and that said Daniel B Sands may be decreed to make and execute a good sufficient Deed in fee simple unto Your Orator for the said Lots or land in this bill described, Or if it should appear that he the said Daniel B Sands is unable so to do that he may be decreed to repay to Your Orator the purchase Money aforesaid with interest And such

And such damages as your Orator may have sustained by reason of the premises: And that your Orator may have such other and further relief in the premises as Equity and good Conscience may require

J. C. Doughty Solr for petitioner

Filed Aug 28 1851
James Lucas Clerk

Satisfaction of Mortgage

State of Ohio } I James Thompson
Union Co. } do Hereby Certify
That a certain Indenture of Mortgage
Bearing Date the 4 day of Feb
1851 Made and Executed by D. B.
Sands and Keziah his wife of the
first part to me the said
Jas Thompson of the second
part and filed in the Recorders Office of Union County Ohio
is Paid or secured to be
and I do hereby Consent that
the Same be Discharged of
Record. Dated this 24th day
of May. A. D. 1852.

Attest
John Blake

Jas Thompson

Filed Aug 28 1857
James Lunn Clerk

Know all Men by These
presents That Daniel B Sands
of Watkins union Co. O. of
the first part hath this
day Sold unto John Black
of the County of Delaware the
Holowing Real Estate To Wit All
of lot No (13) Thirteen and 37
feet off of lot No (11) Eleven south end
in the Town of Watkins union
County Ohio and described in
the plat of said Town in the
Recorders office of union County
Ohio Which the Daniel B Sands
Doth Hereby Bind Himself to make
unto John Black a good and
sufficient general warranty deed
of Conveyance to said lots No
13 and part lot No 11 within twen
ty days from the date Hereof
The said John Black Hath paid
and secured the payment of fifty
Dollars unto the said D. B. Sands
as the purchase money for said
lots above mentioned. and do
~~Hereby~~ give unto the said John Black
possession from the date hereof. as
witness my hand and seal this
24th day of May 1852
Witness
J Thompson

D. B. Sands

John B Cook
vs
D. B. Lands

Proof of Publication

Filed Nov 8th 1852
James Turner Clerk

Notice

IS hereby given, that I, John Black, of the county of Delaware, and State of Ohio, have filed a bill in Chancery, in the Court of Common Pleas of Union county, against Daniel B. Sands the object and prayer of said bill is to obtain a deed for the following real estate, it being Lot No. 15, and 37 feet off the south end of Lot No. 14, lying and being in the town of Watkins Union county, Ohio, and the said Daniel B Sands is hereby notified to come, plead, answer or demur, to said bill within sixty days after the next term of said court, or decree will be taken by default.

J. C. DOUGHTY, Sol.
for Petitioner.

Sept. 14, '52. (pl$3,50)n51tw

I. C. S. Hamilton, do hereby certify that I am publisher of the Marysville Intuit, a weekly newspaper in general circulation in Union County, Ohio, 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 8th day of November 1852.

James Turner Clerk

D. A. 300

John Black
vs
Daniel B. Sands

Debt
Costs $7, 82
this writ .70

Filed Jany. 29th 1856
Saber Randall Clerk

Recorded

W. E. Lee

Received this writ January 30 A.D. 1856
The within named Daniel B. Sands is not found
Fees
Mileage 50
Return 10
.60

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 22d day of March A. D. 1853,

John Black recovered against

Daniel B. Sands

as well as the sum of dollars and cents for debt, as the sum of dollars and cents, for damages; as also the sum of $ 1,82 for his 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 Daniel B. Sands

you cause to be made the ~~debt, damages, and~~ costs aforesaid, ~~with interest thereon~~ from the 22d day of March A. D. 1853 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

/

No. 52-CH-31

Union Common Pleas Court.

Benj' Wood

Plaintiff,

AGAINST

Cebrana Highlingerville

Defendant.

JUN TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 238

Record No. 6 Page 615

Ex. Doc. A Page 414

Cly ~~#~~ 43

Benjamin Stow
vs
Abner Kightlinger
Et als

Cost bill
made
Record

1500
20
35,00

22
83
6
80
47
300
538
32

20

1814 238

515
32
47

Abram Kitelinger and Jane Kitelinger (late Jane White) Benjamin White Joseph White Barbara White

Sarah White Isaac White Richard White Joshua White James T Wells and Bradford Wood. may be decreed to specifically perform said agreement on their parts, and that the said Abram Kitelinger and Jane Kitelinger his wife (late Jane White) Benjamin White Joseph White Barbara White Sarah White Isaac White Richard White and ~~Joseph~~ Joshua White May be decreed to convey to your Orator all their right title and claim in said premises with such covenants as to your honor shall seem fit. and that your Orator shall have such other and further relief in the premises as to your honor shall seem meet, and your Orator shall ever pray &c

Cole & Porter, Sol's
for Complt

Issue a subpoena for the above
named defendants.
To the Clerk

Cole & Porter

Union Town Bleas
Benjamin Wood
v
Abram Kitelinger
et al

Petition

Filed Sept 6 1852
James Turner Clerk

No 1

C. & P. Attys

To the Honorable the Court of Common pleas within and for the County of Union and State of Ohio in Chancery Sitting

Respectfully represents unto the Court your Orator Benjamin Wood of the County aforesaid. that Isaac White (now deceased) late of the County of Union aforesaid. ~~xxx~~ ~~on~~ about the ~~day of~~ Year AD 1841 was the owner in fee simple of certain real estate situate in said County of Union and bounded and described as follows. to wit. being part of Survey No 3694 on the waters of Bokes Creek Beginning in the Center of the Marion State road at a stake / thence with the west line of Boyd White's Land ~~—~~ N 5° E 46 poles to a stake in ~~said~~ line thence S 83 E 14 poles to a stake in said road. thence with said ~~road~~ road S 25 E 46 poles to the beginning Containing two Acres that the said Isaac White. being desirous to sell said real estate entered into a verbal agreement with your Orator. and sold said real estate to your Orator ~~xxx~~ ~~on~~ about. the ~~month of~~ Year AD 1841 aforesaid for ten dollars per Acre. and that your Orator then paid the purchase Money in full. and took imediate possession of said premises. and has made valuable improvements thereon and still is taking possession And your Orator further represents that that the said Isaac White in his life time neglected to convey the title to your Orator. And your Orator further represents that the said Isaac White died to wit about the ~~day of~~ Summer of AD 1844 leaving Jane White then his widow now Jane Kitelinger wife of Abram Kitelinger and Benjamin White Joseph White Barbara White Sarah White Isaac White Richard White Joshua White heirs at Law of the said Isaac White deceased. the four last named being Minors. all of whom with James T. Wells and Bradford Wood administrators of Isaac White deceased your Orator prays may be made party defendants to this Bill. your Orator therefore prays process of subpoena against the said Abram Kitelinger and Jane Kitelinger his wife (late Jane White) Benjamin White, Joseph White Barbara White. Sarah White. Isaac White, Richard White. Joshua White James T. Wells Bradford Wood that they may to the best and utmost of their knowledge remembrance information. and belief. ~~full~~ true direct and perfect answer make to all ~~[illegible]~~ and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated. and the said Abram Kitelinger and Jane Kitelinger (late Jane White) Benjamin White, Joseph White Barbara White Sarah White, Isaac White, Richard White Joshua White James T Wells. and Bradford Wood. distinctly interrogated thereunto, and that on the final hearing the said ~~Jane~~

Union Common Pleas

Benjamin Wood
vs
Abram Kutslinger
et als

Filed Sept 17 - 1852
James Turner Clerk

Cole & Porter
Atty for Plff

Rec'd this writ Sept 13 1852 by Levi
a certified copy of this writ at the Residence
of Cook of the within named Defendants

Fees Mileage 60
Levi 2 35
Copy 2 20
$5.15

William C Martin Sheriff

No 2

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Abram Kitelinger Jane Kitelinger Benjamin White Joseph White Barbara White Sarah White Isaac White Richard White Joshua White James I Wells and Bradford Wood

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

Benjamin Wood

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

Witness JAMES ~~KINCAID, Jr.~~ Lowner Clerk of said Court, at Marysville, the 6th day of September A. D. 1852

James Lowner Clerk of Common Pleas.

Affidavit

State of Ohio }
Union County ss }

Personally came Wm B Cook before me James Miller a justice of the Peace in and for said County who being duly sworn says that he had a conversation with Isaac White dec'd. first a few weeks previous to his death, in which conversation said White informed affiant that he had sold to Benjamin Wood two acres of land in Lurry No 3694. lying west of the Marion road and being part of the farm of said Isaac White, in which conversation said White remarked that he must make a deed to said Wood for said land, as Wood had fully paid him for it. Affiant also knows that said Wood had possession of said land at that time, and for a year or two previous and made considerable improvements on it. had built a house and black shop also had dug a well and made other improvements

Affiant further saith not

Wm B Cook

Sworn to & subscribed before me

June 5 - 1853.

James Miller J.P.

Benj Wood
v
A Kellogson et al

Plea of
Guarantee and Letter
Filed June 25th 1853
James Lunt Clk

No 3

J. B Coats Gen

Benjamin Wood
v
A Kitchingen et al } Main Com Pleas

And the said J. B. Coats, Esq., ~~comes~~ Guardian ad litem for Sarah White Isaac White Richard White Lashen White David Igunt, defendant comes and says that he is not advised as to the merits of the case, but leaves the same to the direction of the court.

J. B. Coats
Guardian ad litem

Chancery Case File

Case No. 1852-CH-0032

No. 52-CH-32

Union Common Pleas Court

Springfield & Mansfield R R Co
Plaintiff,

against

Susannah Hypert
Defendant.

JUN TERM. 1853

Dismissed

Journal 5 Page 234

Record No Record. Page

Ex. Doc. A Page 354

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Box 23.

Costs
$11 98

Ay No 42

Springfield &
Mansfield R R. Co

v

Susanah Sypert
Et als

cost bill made
No Record

life time omitted to convey to said company the title to said strip of land, The Company therefore prays process of subpoena against the said Susannah Dysert administratrix as aforesaid. and John H Dysert: Christopher Brown, and Mary his wife: Edward Bowen. and Julianna his wife Daniel Huffman and Susanna his wife: Samuel Osborne and Phoebe his wife; Nancy Carter Joseph H Dysert John Lease and Elizabeth Dere his wife; and Euphemia Dysert. and publication as to John S Pollock and Rachel his wife, nonresidents as aforesaid, that they may to the best and utmost of their knowledge remembrance information and belief, full true direct and perfect answer make to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and the said defendants distinctly interrogated thereto, and that on the final hearing the said defendants may be decreed to specifically perform said agreement on their parts, and that they may be decreed to convey all their right title and claim in said premises to said company with such covenants as to your honor shall seem fit, and that said company may have such other and further relief in the premises as to your honor shall seem meet, and said company as in duty bound &c

Cole & Porter
Sol's

Answers Com Pleas
of the Springfield &
Mansfield R. R. Co.
vs
Susanah Dysert et al

Petition to
Compel Specific Contract

Filed Sept 9th 1852
James Skinner Clerk

22
1.39
90
41
2.75

Cole & Porter

To the Honorable the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting.

The Springfield and Mansfield Rail Road Company respectfully represents unto the Court, that Stephen Dysent (now deceased) late of the County aforesaid, on or about the twenty eighth day of June AD 1852 was the owner in fee simple of certain real Estate situate in said County of Union and described as follows, to wit, being part of Survey No 5135. V M.L. on the waters of Mill Creek, being the premises formerly occupied by the said Dysent as the homestead farm. That the said Dysent about the 20th of June AD 1852 entered into a parol agreement with said Company, and sold to said Company the following part or parcel of the above described premises to wit, being a strip of land one hundred feet wide, commencing at the west line of said premises, at the point where the Springfield and Mansfield Rail Road, as now located crosses said west line, thence extending East along the line of said Rail Road, one hundred feet wide, to where said Rail Road crosses Millcreek, being the land now occupied by said Rail Road; for the sum of three hundred dollars, and said Dysent gave to said company immediate possession and they still retain possession to said strip of land. And the said company further shows, that the said Dysent has since died to wit about the 5 day of July AD 1852, leaving Susannah Dysent his widow and who is also administratrix on the estate of Stephen Dysent deceased, and John H Dysent, Christopher Bowen and Mary his wife; Edward Bowen and Juliana his wife; John S Pollock and Rachel his wife; Daniel Huffman and Susanna his wife; Samuel Osborne and Priscilla his wife; John Lease and Elizabeth Lease his wife; Nancy Carter Joseph W Dysent Eusebius Dysent heirs at law of the said Stephen Dysent deceased, all of whom the said company forever may be made party defendants to this bill; the said John S Pollock, and Rachel his wife are nonresidents of the state of Ohio, The said Company further shows that they have paid of said purchase money, to wit one hundred dollars to the said Susannah Dysent administratrix as aforesaid, to wit about the first day of August AD 1852 and that they are ready to pay the residue, to wit two hundred dollars, and for that purpose bring the residue of said money into Court, The said Company further represents that the said Stephen Dysent in his

Union Comm Pleas

The Springfield & Mansfield Rail Road Company vs Susanah Dysert et als

Filed Oct 25 1852
James Irwin Clerk

Cole & Porter
Attys for Plff

Received this writ October 8th 1852 and served on the 8th personally by copying on the within named

fees service	70
mileage	60
copying	40
docketing	20
mailing	5
	$1.95

Received Payment October 9th 1852
J. G. Snider Sheriff
by Alexander Coulter D.

The State of Ohio, Union County, ss:

To the Sheriff of the County of ~~Union~~ Mercer Greeting:

We command you to summon John H Dysert & Joseph W Dysert

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 & others by

The Springfield & Mansfield Rail Road 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 ~~LINKADE, Jr.~~ Lowner Clerk of said Court, at Marysville, the 9th day of Sept A. D. 1852

James Lowner Clerk of Common Pleas.

union Comm Pleas

The Springfield and Mansfield Rail Road Company

vs

Susanah Dysert et als

Filed Oct 2 - 1852

James Turner Clerk

Cole & Porter
Attys for Pltff

Received this writ Sept 18th 1852 & have served the within writ by leaving a certified copy of this writ at the residence of Christopher Brown defendant's body to Mary Brown Sept 18 - 1852
defendant's body to Susanna Dysert Sept 18 - 1852
defendant's body to Solon Dysert Sept 18 - 1852
defendant's body to Edward Brown Sept 18 - 1852
Defendant 20 & 1852 Service this writ is delivered to Samuel Dysert an absentee by wife and a copy left at his usual place of abode
Fees
Copies
Mileage
Expense Sent
Cost a 6 mo Sept Oct 2 1852

Wm Gordon
Sheriff
Fees 2.00
Copies 3.00
5.00
Mileage
Expense
Cost

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Susanah Dysert Christopher Brown & Mary his wife. Edward Bowen & Julia ann his wife Daniel Huffman & Susanah his wife John Lease & Elizabeth Jane his wife Nancy Carter Euphama Dysert

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 & others by The Springfield & Mansfield Rail Road Company

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

Witness JAMES ~~KINKADE, Jr.~~ Lumer Clerk of said Court, at Marysville, [illegible] 9th day of Sept A. D. 1852

James Lumer Clerk of Common Pleas.

Union Common Pleas

The Springfield and Mansfield Rail Road company
vs
Susanah Dysert
et als

Filed Oct 29th 1852
James Lynner Clerk

Cole & Porter
Attys for Plff

Served this 30th day of October 1852
by Copy Cobies within mentioned defendants
&c.

Fees. mileage 1.37
serving 50
Copies 50
Entering 50
Return 25
$2.12

Jacob Holmes
Sheriff

The State of Ohio, Union County, ss:

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

We command you to summon Samuel A Osborn & Prescilla Osborn 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 Bill in chancery, exhibited against them & others by The Springfield & Mansfield Rail Road 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.~~ Lowner Clerk of said Court, at Marysville, the 9th day of September A. D. 1852

James Lowner Clerk of Common Pleas.

Union Common Pleas

John H Dysert et al

vs

The Springfield & Mansfield
Rail Road Company
Answer in Chancery

Filed January 14 1853
James Turner Clerk

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

The answer of John H Dysert, Christopher Brown and Mary his wife, Edward Brown, and Julia Ann his wife, Daniel Huffman and Susan his wife, Nancy Carter, Joseph W Dysert, John Sease and Elizabeth Jane his wife, and Euphema Dysert, Eight of the Defendants to the Bill of Complaint of the Springfield and Mansfield Rail Road Company, Complainants.

These Defendants now and at all times hereafter saving to themselves all and all manner of benefit or advantage of Exception or otherwise that can or may be 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 the said Stephen Dysert deceased, was in his life time, possessed of and died seized in fee simple of the real Estate mentioned and described in said Bill of Complaint, and that the said Stephen Dysert departed this life on or about the 5th day of July A.D. 1852 as set forth in said Bill, leaving these Defendants together with the other persons therein named his heirs &c.

And these defendants further answering say that it is not true as charged in Complainants Bill, that the said Stephen Dysert, Entered into a parol agreement, with said Complainant and sold to said Complainant the parcel or Strip of land described in said Bill. Nor is it true that the said Stephen Dysert deceased at any time during his lifetime, gave to the Complainants possession of said Strip, as charged in said Bill. But these Defendants distinctly Charge that long before the said 20th day of June A.D. 1852. the said Complainant had wrongfully and illegally and forcibly taken possession of said parcel or Strip of land, described in said Bill, and have ever since continued in the wrongful illegal and forcible possession of the same, and have committed divers acts of waste and trespass on the same, greatly damaging the reversionary interest of these Defendants in the same.

And for a further answer these defendants answering say, that the said Stephen Dysert in his life time made his last will and testament, which after his death to wit, on or about the 15th day of July A.D. 1852. was duly proven and admitted to record, in the Probate Court within and for the County of Union and State of Ohio; that by the terms of said last will

and testament, the said Susan Dysert became entitled to hold said real Estate in said Bill described, for her support, during her natural life, and also for the support of the said Euphema Dysert, during the life of her the said Euphema Dysert, and in the event of the death of the said Susana Dysert, before that of the said Euphema Dysert the profits of said real Estate to be applied exclusively, to the support of her the said Euphema during her life, and on the death of both, the said real Estate is by the express terms of said last will and testament, to be sold and the proceeds to be divided, among the defendants, in said Bill named, who should be then living, or in case of the death of any thy distributive share of each to be devided, among this or her Children &c. These defendants deny that the said Susana Dysert is administratrix of the said Stephen Dysert deceased, as charged, in said Bill, but on the contrary insist that administration has never been had upon the Estate of said deceased, and further these defendants insist that the said Susana Dysert has no right to receive money for the fee simple of any portion of said real Estate, and that the sum of Three hundred Dollars claimed by the complainant as an equivalent value for said real Estate, is wholly insufficient and inadequate as compensation for the same, and these defendants also, deny that there has been the sum of One hundred Dollars, paid by said Complainant to the said Susana Dysert, as administratrix of said Stephen Dysert, deceased. And these defendants further answering say that by a certain Statute of the State of Ohio made and passed on the 19th day of February A.D. 1810 for the prevention of frauds and perjuries, and commonly called the "Statute of Frauds, all contracts and agreements, relating to lands, except as therein excepted are required to be reduced to writing and signed by the party or parties to be bound thereby, and that the said agreement mentioned in said Bill, and therein alleged to have been made and Entered into by the said Stephen Dysert, and the said complainant, is not set forth or claimed by said complainant to have been reduced into writing and executed pursuant to the said Statute and therefore these defendants insist, that the same is void, as against these defendants; and that they cannot be injured thereby and these defendants claim the same benefit as if they had pleaded the same Statute in this cause and these defendants for the reasons and under the circumstances aforesaid advised and insist, that the said complainant is not entitled to any relief against these defendants, touching the matters complained of in said Bill.

All of 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 reasonable costs and charges in this behalf most wrongfully sustained.

John B. Coats Atty
for Defendants

No. 52-CH-33

Union Common Pleas Court.

John Cossell
Plaintiff,

AGAINST

A J Barrey
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 187

Record No. 6 Page 356

Ex. Doc. A Page 302

The J. D. Smith Co., Springfield, Ohio.

C by 45

John Capil

vs

A J Bonny
Et als

cost bill made
Recorn

In Union Common Pleas

John Cassil

To

Andrew Jackson Barry
and others

Bill in Chancery

Filed Sept 18 1852
James Turner Clerk

Curry & Polmer
Sol. for Complt

To the court of Common Pleas within and for the county of Union and State of Ohio in chancery sitting

John Cassil of the county of Union aforesaid respectfully represents that Catharine A Hickey and Armistead M Barry of the City of Lexington in the State of Kentucky on, or about the fifth day of July 1844 were seized in fee simple of a certain tract of land situate in said county of Union and described as follows to wit. fourteen acres and twenty poles of land, being part of Survey No. 3354 and bounded as follows to wit. Begining at a stake, north westerly corner to a lot now owned by Stephen F Kiney and in the Marysville and Bellefontaine State road, thence with said Kiney's line by the present point of compass S 8°.15" E 52 poles, to a stake, corner to Kiney's land and in the line of Adam Wolford's land, thence with said Wolford's land S 80°.45" W. 40 poles to a stake witness a dogwood Hickory and red oak in the line of a lot formerly purchased by Norman Chipman, thence with said Chipman's land N 8°.15" W 63½ poles to a stake in the middle of the Marysville and Bellefontaine State road and north east corner to said Chipman's land, thence with said road by the present point of the needle N 72°.45 E 20 poles and S 88°.30" E 22 poles to the begining; And the said Armistead M Barry and Catharine A Hickey being desirous to dispose of said premises entered into a contract with your Orator for the sale thereof to him and on the fifth day of July AD 1844 executed to your Orator a title bond therefor, a copy of which marked (A) is herewith filed and made a part of this bill and by which title bond the said Catharine A Hickey and Armistead M Barry bound themselves their heirs &c to execute and deliver

to your Orator a good and sufficient deed of general warranty for said lands so soon as your Orator should pay to said Catharine A Hickey and Armistead M Barry the sum of two hundred and fifty four dollars and twenty five cents - Your Orator further represents that at the time of the execution of said title bond, he paid in hand the sum of fifty dollars and executed his promissory notes for the ballance, one half to be paid on the fifth day of July 1845 and the other half to be paid on the fifth day of July 1846; Your orator further represents that he has paid said sums of money to the full satisfaction of said parties; That no deed has been executed and delivered to your Orator for said lands That said Armistead M Barry some time in the year AD 1845 departed this life and by his last will and testament duly executed and duly admitted to probate in the County of Fayette and State of Kentuckey, and recorded in the probate court of the county of Union aforesaid bequeathed unto Andrew Jackson Barry and Lucy Catharine Barry, both of said city of Lexington, all his estate, real, personal and mixed equally between them and thereby the said Andrew Jackson Barry and Lucy Catharine Barry became and were seized of and had the legal title to ~~the interest~~ of the said Armistead M Barry in said premises and are in equity bound to convey the same to your Orator by a good and sufficient deed - Your Orator further represents that Samuel Bullock the executor in said will appointed and who qualified has since died and there is now no person capable of conveying said premises by virtue

of said bill; that said Lucy Catharine Barry is an infant and incapable of conveying her interest in said premises

Your Orator therefore being without remedy except in a court of Equity prays that the said Catharine A Hickey Andrew Jackson Barry and Lucy Catharine Barry be made defendants to this Bill, that the writ of subpoena may issue and notice by publication given against the same, that they may be compelled to answer all and singular the premises, that on a final hearing of this cause the said Catharine A Hickey Andrew Jackson Barry and Lucy Catharine Barry may be decreed specifically to perform the said agreement of the said Catharine A Hickey and Armistead M Barry with your Orator and that your Orator may have such other and further relief in the premises as Equity and good conscience may require

Curry & Robinson
Solicitors for Complainant

John Carrie
vs
Catharine Hickey et al
Proof of Publication

Filed Nov 8th 1852
James Turner Clerk

Notice.

Catharine A. Hickey, Andrew J. Barry and Lucy C. Barry will take notice that on the 18th day of September 1852, John Cassil filed against them his Bill in Chancery, in the Court of Common Pleas of Union County in State of Ohio, the object and prayer of which Bill is that said persons be ordered by said court to convey to John Cassil and his heirs (in pursuance of former agreement of said Catherine A. Hickey and Armstead M. Barry lately deceased) the following lands: being part of survey No. 3354 situate in said county. Beginning at a stake in the Marysville and Bellefontaine State road at the N. W. corner of a lot owned by Stephen F. Kinney; thence with his line S 8° 15' E 52 poles to a stake on the line of Adam Wolford's land; thence with said line S 89° 45' W 40 poles to a stake in the line of land in possession of Rodney Pickett; thence with his line N 8° 15' W 63½ poles to a stake in the middle of said road; thence with said road to the beginning; and the persons aforesaid are further notified that unless they appear and plead answer, or demur to said bill within sixty days after next term of said court, said Cassil, will at the next term thereafter, apply to said court to take the matters of said bill as confessed and to decree thereon accordingly.

CORRY & ROBINSON,
Sol'rs for Comp'lt.

Sept. 18, 1852. (pf$5,25)n1w6.

I. C. S. Hamilton, do hereby certify that I am publisher of the Marysville Tribune, a weekly paper in general circulation in Union County, Ohio, 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 in Open Court this 8th day of November 1852.

James Turner clerk

10 Mo. 78.

.051 1/6

6) 77.08
.051 1/6

7708
38540
1284
3.94.392

77.08
$ 81.02 Due Barry
17.67 Phelps Dr.
$ 63.35 Due from Capel

Margaretta Fox 21—
Ann Lawton
Mr Mills

14
11
13
6

Due July 5th 1844, $204,25

pd Oct. 28th 1845	35,95	×
" June 4 1846	10,16	×
" Jan. 18 1847	30,00	×
" Aug. 2 1847	52,27	×
" Jan. 3 1848	10,00	×
" April 26 1849	30,00	×

1 yr. 3 mo. 23 d.

.06 15/35 5/6

.078 5/6

1/2 1/3) 204,25
.078 5/6

163400
14297 5
10212
6808

16.08.170
204.25

220.33
35.95

184.38

6 mo. 15 d.

.032 1/2

2) 162.15
.032 1/2

3243 0
48645
8107

5.26.987
162.15

167.41
52.27

115.14

7 mo. 7 d.

035 1/6

.036 1/6

6) 184.38
.036 1/6

110628
55314
3023

6.66.841
184.38

191.04
10.16

180.88

5 mo. 1 d.

025 1/6

6) 115.14
.025 1/6

57570
23028
1919

2.89.769
115.14

118.03
10.00

108.03

1 yr. 1 d.

.062 1/3

3) 180.88
.062 1/3

36176
108528
6029

11.274 85
180.88

192.15
30.00

162.15

1 yr. 4 mo. 23 d.

.06 23 5/6

.083 5/6

1/2 1/3) 108.03
.083 5/6

32409
86424
5401
3601

9.05.651
108.03

107.08
30.00

77.08

Barry's Rect
by Capt. Taylor
of Newport.
for $50.00.

Received of John Capile of Maysville Ohio by the hands of Heman Ferris Fifty dollars on account of a purchase of land made by said Capile of A. M. Barry adjoining or near the town of Maysville — this money I am to pay over to said Barry

A. M. Barry
by his agent
W. C. Taylor Jr.

Newport Ky
July 6th 1844

Received on the within in in costs in the the case of Hickey & Barry October 28th 1845 thirty five dollars and ninety five cents including other costs of suit besides his own

$35.95¾

Levi Phelps agt

Recd on the within June 4th 1846 Ten dollars 16/100 cash

Levi Phelps agent

August 2nd 1847. Recd. on the within by the hand of James C Dyney fifty two dollars & twenty seven cents

Recd. on the within April 26th 1849 Thirty dollars

Recd. March 6th 1850 of John Capil the amt. in full

Levi Phelps for agent for C A Hickey & J Barry

John Carter & Bro
vs
C A Hickey & J Barry
One $102.12½ from 1845
One 102.12½ add 1846

For value Recd. I promise to pay Catharine A Hickey & A. M Barry or Order One hundred & two Dollars & twelve and one half cents on or before the fifth day of July in the year one thousand eight hundred and forty five at the Clinton Bank of Columbus Ohio bearing interest from the 5th day of July 1844

John Capil

For value Recd. I promise to pay Catharine A. Hickey & A. M. Barry or Order One hundred & two dollars & twelve and one half cents on or before the fifth day of July in the year one thousand eight hundred and forty six at the Clinton Bank of Columbus Ohio bearing Interest from the 5th day of July 1844

John Capil

John Cassill

vs

Catharine A Wiley
et als

Answer of Lucy J Barry
by her Guardian ad Litem

The separate answer of Lucy C. Barry infant defendant to the Bill of John Cassil complainant, by John B Coats her Guardian ad litem

And the said Lucy C. Barry by John B Coats their Guardian ad Litem now comes and for answer to the said Bill of the said John Cassil, say that she knows nothing of the matters and things in said Bill set forth and therefore prays said court to protect her interest

Lucy C. Barry
By John B Coats
Her guardian ad Litem

1852-CH-33

Cassil

vs

C. A. Hickey et als

Proof of publication

Filed Nov 8 1852

James Turner

Clerk

Notice.

Catharine A. Hickey, Andrew J. Barry and Lucy C. Barry will take notice that on the 18th day of September 1852, John Cassil filed against them his Bill in Chancery, in the Court of Common Pleas of Union County in State of Ohio, the object and prayer of which Bill is that said persons be ordered by said court to convey to John Cassil and his heirs (in pursuance of former agreement of said Catherine A. Hickey and Armstead M. Barry lately deceased) the following lands: being part of survey No. 3354 situate in said county. Beginning at a stake in the Marysville and Bellefontaine State road at the N. W. corner of a lot owned by Stephen F. Kinney; thence with his line S 8° 15' E 52 poles to a stake on the line of Adam Wotford's land; thence with said line S 80° 45' W 40 poles to a stake in the line of land in possession of Rodney Pickett; thence with his line N 8° 15' W 63½ poles to a stake in the middle of said road; thence with said road to the beginning; and the persons aforesaid are further notified that unless they appear and plead answer, or demur to said bill within sixty days after next term of said court, said Cassil, will at the next term thereafter, apply to said court to take the matters of said bill as confessed and to decree thereon accordingly.

CURRY & ROBINSON,
Sol'rs for Comp'lt.

Sept. 18, 1852. (pf$5,25)n1w6.

Personally appeared C. S. Hamilton publisher of the Marysville Tribune and made oath that the notice hereto attached, was published for six consecutive weeks before the 8th day of November 1852. in said paper, and that said paper is issued weekly and of general circulation in the county of Union, Ohio

C. S. Hamilton

Sworn to and subscribed before me this 8th day of November 1852

James Turner Clerk

Chancery Case File

Case No. 1852-CH-0034

No. 52-CH-34

Union Common Pleas Court.

Mecenus Reed
Plaintiff,

AGAINST

Enos Reed,
Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 203

Record No. 6 Page 350

Ex. Doc. Page

The I. D. Smith Co., Springfield, Ohio.

Cly 46

Macenas Rundall
vs
Enos Reed

Costt Bill
made
Recor

giving to each of you petitioners one fifth part of said premises and that dower be assigned said Asenath Lory in said premises, or if partition cannot be had of said premises without manifest injury, then such other proceedings may be had in the premises as are authorized by by law

Curry & Robinson
Attys for Petitioners

Issue subpoena for Enos Reed
Curry & Robinson

Minerva Reed &c.
v
Enos Reed

P. P. for Partition

Filed Sept 20 1852
James Simms Clerk

Cost bill inside

6

To the court of common Pleas within and for the county of Mion and state of Ohio

Your Petitioners, Macenas Reed, Almeda Reed, David B Reed, and James Reed, all of said county and all infants, respectfully represent, by their next friend Thomas Long, who also is their guardian duly appointed that each one of them has a legal right to and are each one of them seized in fee simple of one undivided fifth part of the following real estate situate in said Mion County described as follows to wit, being parts of surveys Nos 6295 and 5746 on the waters of Buckeye, begining at two hickories and a sugar tree, corner to land formerly owned by James Stewart and Nathan McWilliams and now owned by Hiram Griswold, thence N38° W 90½ poles to a stake in the line of survey No 2983 thence N52 E 223 poles to a stake in the line aforesaid, thence S38 E 74½ poles to a cherry, red oak and iron wood in the said Stewarts line, thence S53° W 73 poles to two elms and a sugar tree, thence S53 W 150 poles to the begining, containing one hundred and fifteen acres more or less, and being the farm in the Township of Allen in said County, commonly known as the James C Reed farm - Your petitioners further represent that Enos Reed, an infant of same county is a tenant in common with your petitioners and is entitled to one undivided fifth part of said premises - Your petitioners further represent that Asenath Long, wife of said Thomas Long, as the widow of James C Reed is entitled to dower in said premises. Your Petitioners therefore pray that partition be made of said premises by

Served this writ by delivering a certified copy of this writ Sept 25 1852 to the within named Enos Reed.

Fees Mileage 35
Serv 35
Copy 20
$1.00

William Le Baron Sheriff

Micajah Reed
et al
vs
Enos Reed

Filed Sept 29 1852
Lewis Bracket Clerk

Copy of Return
Atty for Pltff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon Enos Reed

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 for partition ~~in chancery~~, exhibited against him by

Maccnas Reed & 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 20 day of September A. D. 1852

James Turner Clerk of Common Pleas.

Witness James Lurner Clerk of aforesaid Court of Common Pleas, this 9th day of November A.D. 1852
James Lurner Clerk

We the commissioners appointed in this cause to make partition of the real estate herein described subject to the dower of Asenath Long & Thomas Long between Macenas Reed, Enos Reed Almeda Reed James Reed and David Reed having been duly sworn were of the opinion that said premises & lands cannot be divided without manifest injury to the same, and thereupon we do estimate the value thereof subject to said dower at Fourteen hundred and ninety five dollars
Given under our hands this 15 day of Nov. 1852

James Wilber (Seal)
James Stilling (Seal)
Amos A. Williams (Seal)

Filed Nov 15th 1852
James Lurner Clerk

Macenas Reed et al
vs
Enos Reed
Part of Partition

I have executed this writ by the oaths of the above named commissioners, whose report is herewith returned
Nov. 15th, 1852

Fees	lins	100
Mileage		35
Commissioners fees		300
		435

William C. Clarin Sheriff

The State of Ohio
To the Sheriff of Union County Greeting

We command you that without delay by the oaths of James Walker, James Stelings and Amos A Williams you cause partition to be made of the following Real Estate situate in the County of Union and State of Ohio described as follows: to wit: being parts of Survey No. 6295 and 5746 on the waters of Buckrun, beginning at two hickories and a Sugartree, corner to land formerly owned by James Stewart and Nathan McWilliams and now owned by Hiram Griswold, thence N 38° W 90½ poles to a stake in the line of Survey No 2983 thence N 52 E 223 poles to a stake in the line aforesaid thence S. 38 E. 74½ poles to a cherry red oak and ironwood in the said Stewarts line, thence S. 53° W. 73 poles to two Elms and and a Sugar tree, thence S. 53 W 150 poles to the beginning containing one hundred and fifteen acres more or less and being the farm in the township of Allen in said County commonly known as the James C. Reed farm; Subject to the dower estate of Assenath Long and Thomas Long, among; ~~among~~ the following persons and in the following proportions to wit: to Macenas Reed one Equal and full fifth part thereof; to Enos Reed one equal and full fifth part; to James Reed one equal and full fifth part; to Almeda Reed one equal and full fifth part; to David V. Reed one equal and full fifth 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 partition wherein Macenas Reed, Almeda Reed, David V. Reed and James Reed are petitioners and Enos Reed is defendant and that your in the premises you distinctly certify forthwith under your hand to our Court of Common Pleas within and for the said County of Union together with this writ

Union Common Pleas

Macenas Reed et als
vs
Eros Reed

Order of Sale

Filed Nov 28 - 1853
James Linn Clerk.

Received this writ November 23d 1853
In obedience to the within command I advertised the within described ~~Real Estate in the~~ Lands and tenements for sale at the Court house in Union County and State of Ohio on the 8th day of January AD 1853 between the legal hours of ten o'clock AM and four o'clock PM in a public News paper Printed in Union County: called the Marysville Tribune: a news paper of general circulation in said County of Union aforesaid, and after having so so advertised the same for more than thirty days in said paper, and having given due notice of the time and place of such sales I proceeded on the said 8th day of January AD 1853 at one o'clock PM said day, to offer said land and tenements at public sale at the the door of the courthouse in Union County, and then and there struck off to Isa C Johnson the said lands and tenements, for the sum of fifteen hundred ~~and~~ thirty six dollars and forty cents, the sum so bid being more than the two thirds of the appraised value of said lands and tenements and Isa C Johnson being the highest and best bidder therefor, and the Purchaser thereof.

Amount of Sale $1,536,40

Received of Isa C Johnson	My Fees	Milage	85
five hundred and twelve		Levy	38
dollars and twelve cents		Return	25
		Advertising	25
Mercer 24th 1853	Poundage		13,36
	Printers fee		4 50
			$7956

William C Mellen Sheriff

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 November Term thereof AD 1852 in a certain petition for partition now pending in said Court wherein Macenas Reed & others is petitioner and Enos Reed is defendant. We command you that without delay you proceed to sell at public auction the lands and tenements in the said petition described to wit, being parts of Surveys No.s 6295 and 5746. on the waters of Buck run. begining at two hickories and a Sugartree. corner to land formerly owned by James Stewart and Nathan McWilliams and now owned by Hiram Griswold. thence N 35° W 90½ poles to a stake in the line of Survey No. 2983 thence N 52 E 223 poles to a stake in the line of said thence S 38 E 74½ poles to a cherry. red oak and ironwood in the said Stewarts line. thence S 53° W 73 poles to two Elms and Sugar tree. thence S 53 W 150 poles to the begining. containing one hundred and fifteen acres more or less and being the farm in the Township of Allen in said County. commonly known as the James E Reed farm, 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 Turner Clerk of our said Court of Common pleas at Marysville this 23rd day of November AD 1852

James Turner Clerk

Macenas Reed

v

Enos Reed

Pet. for order of sale

Filed November 23 1852
James Lucas Clerk

Marcenus Reed et als

v

Enos Reed

Pet. for partition

Issue a certified copy of the order of sale in this case to the sheriff of Mion County Ohio

Curry & Robinson
Attys for petitioner

To the clerk of
Mion Common Pleas
Nov 23d 1852

M Reed
vs
E Reed

Filed Nov 28 1853
James Lum Clerk

SALE OF REEL ESTATE,
BY ORDER OF COURT.

In pursuance of an order of the Court of Common Pleas in and for the county of Union and State of Ohio, I will sell at public vendue at the door of the Court House of said county at one o'clock P. M. on Saturday the 8th day of January, A. D. 1853, the following real estate situate in Allen township in said county of Union to wit: Being part of Surveys No's 6295 and 5746 on the waters of Buck Run, beginning at two hickories and a sugartree cornes to lands formerly owned by James Stewart and Nathan McWilliams, thence n 38 w 90½ poles to a stake in the line of survey No. 2983 thence n 52 e 223 poles to a stake in the line aforesaid, thence s 38 e 74½ poles to a cherry, red oak and iron wood in said Stewart's line, thence s 53 w 223 poles to the beginning, containing one hundred and fifteen acres more or less, the whole being the farm commonly known as the one on which James C. Reed last resided. The said premises to be sold subject to the dower of Asenath Long and Thomas Long.—Terms of sale, one third cash in hand, one third in one year, and the balance in two years from the sale. The deferred payments with interest to be secured by mortgage.

WILLIAM C. MALIN,
Sheriff U. C.

Nov. 23, 1852.

Pr Fee $4.50

I do solemnly swear that I am publisher of the Marysville Tribune, a weekly paper published and in general circulation in Union County Ohio, and that the annexed notice was published for five consecutive weeks prior to the 8th day of January 1853. in said paper.

C S Hamilton

Sworn to and subscribed
March 23 1853
James Lowry Clerk

Chancery Case File

Case No. 1852-CH-0035

No. 52-CH-35

Union Common Pleas Court.

Edward Bailey, Plaintiff,

AGAINST

Joseph C Matthews, Defendant.

MAR TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 186

Record No. 6 Page 382

Ex. Doc. A Page —

The J. D. Smith Co., Springfield, Ohio.

C No 47

Edward Bailey
vs
Joseph L Matthews

cost bill made
Record

Edwin Bailey

vs

Joseph D. Walker

Petition for
Dower

Filed Sept 21 1852
James Dunn Clerk

[illegible]
Att for Petitioner

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

Edward Baily of the County of Union and State of Ohio Represents, that Joseph S Watkins of the State of Virginia, and to whom your Orator prays may be made Defendant to this bill, On or about, the 10th day of January A D 1842 was seized of in fee simple of a certain tract of land situate in said County of Union and State of Ohio and which is hereinafter more particularly described, and the said Joseph S Watkins being desirous to dispose of the said lands entered into a written agreement for the sale of thereof, to your Orator, which said agreement is lost, and can not be found, the substance of said agreement was such, that, the said Watkins bound himself his heirs executors, and Administrators to make unto your Orator a good and sufficient Deed for the said lands hereinafter described, That said Joseph S Watkins hath sold unto your Orator, all that part or parcel of Survey No 12.188 and part of Survey No. 9919 lying on the waters of Rush creek Beginning at a stake North Easterly corner to said Edward Bailys lot, said corner calls for a Hickory stump the stump fallen and decayed and a stake set in the place thereof thence from said stake S 9° E. 174½ poles to a stake in the center of the Casey and East Liberty road

And in the North line to Samuel Merritts land. Thence with said line and Road S 18¼ W. 91 8/100 poles. to a stake in the center of said Road. Thence N. 9° W. 174½ poles. to a stake Thence N 18¼ E. 91 8/100 poles to the beginning Containing One hundred Acres. for and in consideration of the sum of Seven hundred Dollars. the Your Orator further represents that he has in all respects complied with the conditions of the said agreement on his part to be performed. that he has paid the purchase Money according to the agreement, to the said Joseph S Watkins, Your Orator further represents that he has applied to the said Joseph S Watkins and requested him specifically to perform his part of the said agreement but the said Joseph S Watkins has altogether wholly neglected and refused so to do. Your Orator therefore prays that the writ of Subpoena may issue against the said Joseph S Watkins and that he may be compelled to answer all and singular the premises, And Your Orator further prays that on the final hearing of this cause the said Joseph S Watkins may be decreed

Specifically to perform his said Agreement and that said Nathan may be decreed to make and execute a good and sufficient Deed in fee to Your Orator or if it should appear that he is unable so to do that he may be decreed to repay to Your Orator the purchase money aforesaid with interest, and such Damages as Your Orator may have sustained by reason of the premises and that Your Honor may have such other and further relief in the premises as equity and good conscience may require

J C Dodge Solr for
Pltff

Edward Bailey
vs
Joseph S Mattrins

Minor Com. Pleas
March Term 1853

The plaintiff agrees to pay the costs in this case & in consideration thereof the defendant & agrees to allow a decree pro confesso
March 21st 1853

James W Robinson
Atty for deft

J. L. Dwight atty for plaintiff

Edward Baily
vs
Jos. S. Watkins
Proof of Publication
Filed Nov 8th 1862
James Lurner Clerk

NOTICE

Notice is hereby given that Edward Baily of the county of Union and State of Ohio, has filed his bill in chancery in the Court of Common Pleas of Union County, Ohio, against Joseph S. Watkins, the object and prayer of said bill is to obtain a deed for the following Real Estate, being part of Survey 12188, and part of Survey 9919, lying on the waters of Rush Creek, Union County Ohio: Beginning at a stake North Easterly corner to said Edward Baily's Lot; said corner calls for a hickory stump the stump fallen and decayed, and a stake set in the place thereof; thence from said stake S 9 E 174 and one-fifth poles to a stake in the center of the Essex and East Liberty Road, and in the North line to Samuel Merrett's Land; thence with said line and road S 78¾ W 91 and eighty-five one hundredth poles to a stake in the center of said road, thence N 9 W 174 and one fifth poles to a stake; thence N 78¾ E 91 and eighty-five one hundredth poles to the beginning; containing one hundred acres; the said Joseph S. Watkins will come plead answer or demur to said bill within sixty days after the next term of said court, or decree will be taken by default.

J. C. DOUGHTY, Sol.
for Petitioner.

Sept. 25, '52. (p.$5,25).n2w6.

I hereby certify that the annexed notice was published in the Marysville Tribune, a weekly paper published and in general circulation in Union County Ohio for six consecutive weeks prior to the 8th day of November 1852.

C S Hamilton.
Publisher Marysville Tribune

Sworn to in Open Court this 8th day of November 1852.

James Turner Clerk

No. 52-CH-36

Union Common Pleas Court

David H. Silvers
Plaintiff,

against

J. G. G. Adam
Defendant.

April Term 1854

Dismissed

Journal 5 Page 314

Record No. — — Page — —

Ex. Doc. A Page 463

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

David A Silver

21 vs

James G F Adams
& others

Cts Bill
made
No Record

Cl's fee $3,000
Shff 3,144
6,144

36
5
150
50
47
247

22
78
4
6
6
247
3,63

16
80

2,05
180
85

No 26

Union Common Pleas

David H. Silver

vs.

James G. G. Adams,
and others.

Bill in Chancery.

Filed Sept 21 1852
James Turner Clerk

Murry & Robinson
Solicitors.

To the Court of Common Pleas within and for the County of Union and State of Ohio, in Chancery sitting:

David H. Silver, of the County of Union aforesaid, Respectfully represents that on or about the 13th day of October 1849 James G. G. Adams, then of said County, but now of the County of Greene in said State, Alexander C. Robinson and George Pollock, both of said County of Union, entered into a written agreement (a copy of which is herewith filed, marked "A," and made a part of this bill) whereby they entered into a partnership for the purpose of erecting, and carrying on the sawing business with, a steam saw Mill upon the waters of Darby Creek in said Union County, on on the farm of said Adams; That said persons chose as the location of said Mill the following parcel of land on said Adams's farm, bounded as follows: Beginning at a stake in the road on the North bank of said Creek and in the east line of land belonging to the heirs of John D. Irwin dec.d running thence with the line of land owned by Joseph H. Robinson S. 26 E. 40 poles to a stake in said road and corner to said Robinson's land; Thence with said Robinsons land S. 35 W. 13 poles to a stake; Thence N. 7° W. 18 poles to a stake on the bank of said Creek; Thence with the meanders thereof to the beginning, containing three and one half acres:— Your Orator further represents that it was the understanding and agreement of said parties, and intended by them to be so expressed in said written agreement, that the parcel of land aforesaid chosen for the purpose aforesaid should forever be, and remain for the use benefit and occupancy of said Mill which they had agreed as aforesaid to erect in partnership, but by mistake said intention was omitted to be distinctly expressed in said written agreement. Said parties, in ~~[illegible]~~ said written instrument, agreed to contribute equally to the payment of the expense of erecting and carrying on the said Mill, and that after deducting the expenses of ~~said Mill~~ conducting the business of said Mill

the profits of the same should be divided equally between them; — Your orator further represents that said parties in pursuance of said agreement became and were partners, and as such did built — according to said agreement — on said premises a large and valuable Steam saw Mill at great expense, but the amount of which expense your Orator has not the means of ascertaining; That they also built on said premises for the use of said Mill a valuable dwelling house, the cost of which your Orator has no means of ascertaining; That they purchased at great cost, (the amount of which your orator cannot ascertain) for the use of said Mill, a number of wagons, and other articles of property, necessary in conducting the business of said saw Mill; That said parties contributed equally of their money and labor in the erection of said buildings, the purchase of said property, and in procuring and doing all things necessary to complete said Mill and put the same into successful operation; That from and after the time when said Mill was completed said parties, partners as aforesaid, continued to saw large quantities of lumber and to make great profits therefrom (the amounts of which your orator cannot ascertain) until on or about the 20th day of May 1851, at which time said Alexander G. Robinson sold all of his interest in said Mill property to said Adams, and at the same time said Adams assigned to said Robinson all his interest in the books, credits, &c. of said Company, and also assumed the payment of said Robinson's part or proportion of certain notes, outstanding against said Company, and described in ~~said~~ the agreement in writing by which said assignment was made; — Your orator further represents that from and after the time last aforesaid said Mill was managed a part of the time by ~~said~~ Adams and Pollock together, and a part of the

time by one George Durant, to whom said Pol=lock & Adams rented said Mill; that afterwards said Adams, as Sam informed and believe falsely denied the right and interest of said Pollock in said Mill property, and, with the intention of defrauding him out of the same, did, on the 12th day of August 1851, see copy Marked "B" actually sell and convey, with warranty said Mill property, including said land and all the appurtenances, to one William Scott, then of said Green but now of said Union County; That said Scott before and at the time of said purchase well knew of the interest in said mill property claimed and owned by said Pollock; That said Scott immediate=ly after his said purchase assumed and has ever since continued to manage and control said Mill, and has made therefrom large profits; That said Scott although he has sometimes acknowledged the rights aforesaid of said Pollock, has generally de=nied the same, and has always refused and still refuses to account to said Pollock for the use of said Mill or for any part of the use thereof, though often requested so to do; That said Scott, as your orator is informed and verily believes, and here charges, did some time in the month of A. D. 1852 sell and convey said Mill and Mill property to his sister Mary Scott, who at the same time had full knowledge of said interest which was therein owned by said Pollock, and it was then and then the intention of said William and Mary Scott to defraud and cheat said Pollock out of the same: — Said last-mentioned sale was a sham and not a bonafide transaction, and the said Mary has no just right to said Mill property or any part thereof: — Your Orator further represents that on or about the fourteenth day of July 1852 said Pollock sold and conveyed to your Orator his one undivided third part of said premises and property with the appurte=

=nanas, including the wagons, &c. aforesaid, and also at the same time sold to your Orator all his interest and claim in and to all property, credits, choses in action, &c. belonging to him by virtue of said partnership, and all demands against said William Scott for the use of said Mill, &c., And said Pollock has now no claim or title to anything arising from said Partnership or to any of the property thereof, but your Orator is the entire owner of all the interest formerly owned by said Pollock in said Mill, land, choses in action, property, claims, &c. and has a right to demand whatever balance would have been due to said Pollock upon a settlement of said Partnership, and to demand of said Scott, an account of the rents and profits of said Mill since the same came into his hands; That the business of said Company has never been settled up or adjusted rightfully between said partners or their assignees: — your Orator further represents that there are divers large sums of money due to said Company and remaining unpaid, but your orator has no means of giving a particular description or statement of the same; That said Company is still liable to pay divers sums of money on account of debts formerly by them contracted and still remaining unpaid, but your Orator has not the means of particularly specifying the amount thereof; That said Adams, as your Orator is informed and believes and here charges, was the principal book-keeper of the business done by said Company, — that he did not keep a correct account thereof, but fraudulently concealed a great part thereof, and fraudulently and wrongfully converted to his own use, without accounting therefor, a large portion of the proceeds of said Mill property, but the amount thus converted your Orator has no means of ascertaining; That said Adams has received a large amount of money from the profits

of said partnership concern, exceeding his just share or proportion thereof; — The amount of said excess your orator has not the means of ascertaining, but he insists that said Adams is bound to account for and refund the same; That Adams refuses to pay his fair proportion of the outstanding debts of said Company; That it is impossible for your Orator to ascertain what amount of interest he possesses in said Mill property, or what amount of money is due your orator from said Adams and Robinson from the profits of said partnership, until this Court shall compel an account of the business and affairs thereof; That said Robinson has possession of the books kept by said company, except one which your orator has been informed and believes is in possession of said Adams and here charges was kept and used by him ~~said Adams~~, during the existence of said partnership, in which to make entries, for his own private information and benefit, of business matters which should have been but were not by him properly and intelligibly entered in the common books of the firm: — Your Orator further represents that said William Scott and Mary Scott falsely deny that your Orator has any title or interest in said Mill property and premises, and though often requested refuse to permit your Orator to direct or control — in any manner or proportion — the use thereof, or to receive any part of the proceeds or profits thereof, but wrongfully claim that the whole of said Mill property, &c. belongs to them, and continue to use the same, and to derive large profits therefrom; That said William and Mary refuse to account to your orator for any part of said proceeds or profits although often requested so to do:

Your Orator therefore, being without remedy at law, prays that the said James G. G. Adams Alexander C. Robinson, ~~and~~ William Scott and Mary Scott may be made defendants to this bill; that the Writ of Subpoena may issue, that said defendants may full and true

answer make unto all and singular the matters and things herein before set forth; that the said William and Mary Scott may be enjoined from selling, using, con=trolling or in any way disposing of said Mill property, land, &c. That a receiver may be appointed to take charge of said Mill and property aforesaid, and apply the proceeds of the use thereof as this Court shall hereafter direct; that said original written agreement establishing said partnership may be reformed and corrected, and made to express the said original intention of the parties thereto touching said land on which said Mill was builded, and that said original intention and agreement may be enforced; that said conveyance of said land by said Adams to said Scott, and said conveyance by said William to said Mary may be declared to be fraudulent and void; That said Mill and premises and property may be by this Court ordered to be sold, and the proceeds of the sale thereof equitably divided; That said books of said partnership and said book kept by said Adams may be compelled to be produced for inspection in this case; That an ac=count be taken of the business and affairs of said partner=ship, and of the earnings and proceeds of said Mill property both before and since the dissolution of said partnership, and of the claims due to, and debts owing by said company; That said defendants may be severally compelled to pay to your orator the balance which may be found to be due to him from them; That said company be declared as having been dissolved; That a final settlement of all its business and affairs, and of the entire business, proceeds, and profits of said Mill property &c. may be made; That one third of the remaining funds or proceeds, after such settlement, may be paid to your Orator, and that such other and further relief may be granted to your Orator as to this Court may seem proper and equitable.

Curry & Robinson
Solicitors for Complainants

The State of Ohio,
Union County, SS. } I, David H. Silver,
being duly sworn, depose and say
that all the general matters and things

which are stated in the foregoing bill, 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. David H. Silver

Sworn to and subscribed before me, this 21st day of September A. D. 1852.

James Somers Clerk

The Clerk of Union Common Pleas will please issue a Subpoena to the Sheriff of Green County for James G. G. Adams, and a Subpoena to the Sheriff of Union County for Alexander C. Robinson, William Scott, and Mary Scott.

Curry & Robinson
Solicitors for Complainants.

union Comm Pleas

David H Silver
vs
James G G Adams
and others

Ward Serves on James G. G. Adams by leaving a true copy of this Writ at his usual Place of Residence Oct 25 1852
C. William Steff
of Greene County
fees Serving 0 35
1 Copy 20
Mileage 50
$1.05

Curry & Robinson
attys for Solicitor

Filed Nov 8 1852
James Lyon Clerk

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Greene Greeting:

We command you to summon James G G Adams A. C Robinson William Scott and Mary Scott

if they may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against them ~~[illegible]~~ by

David H Silver

and this they 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 21st day of September A. D. 1852

James Turner Clerk of Common Pleas.

David A Silver

v

James G. G. Adams
et als

Replication

David H Silver

vs

James G G Adams et als } In Chancery

And the said David H Silver comes & says that the matters and things set forth in his said Bill of complaint are true, in substance and in fact and that the matters and things set forth in the answer of William Scott contrary thereto are untrue; and this he is ready to verify and make appear as this Court shall direct

By Tuley & Robinson
Solrs for Compt

David H Silver
vs
James G G Adams
and others

Filed Sept 23 1852
James Turner Clk

Comy of Relies
Atty for Plff

Since this suit Sept 27 1852 by Deliver to
Alexander & Mathews William Scott &
Mary Scott a certified copy of
this suit James G G Adams not found

Fees Release	50
Fees	55
Copy	60
	$2 05

William & Mathews Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon Alexander C Robinson William Scott & Mary Scott James G & Adams

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 ~~& others~~ by David H Silver

and this they 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 21st day of Sept A. D. 1852

James Turner Clerk of Common Pleas.

David H Silver
vs
William Scott & als

Notice for injunction

Filed Nov 9th 1852
Jas Turner Clerk

Due acknowledgment of service of the within notice
Nov. 9th 1852
Cole & Pope

David H Silver — In Main Common Pleas

vs — In Chancery

William Scott & Mary Scott

James G. Adams, Alexander

C Robinson — The said William Scott and Mary Scott will take notice that the complainant will make application to the court aforesaid, on the 13th day of November 1852, or as soon thereafter as the same can be heard for a decree of injunction, restraining them, their agents and Attorneys, from using, managing or in any manner interfering with the Mill and dwelling house, and other property described in the Bill of Complaint, in this case, to wit, the property and real Estate situate Darby Township in said County of Main and commonly known as the "Adams and Pollock Mill property"; also that a receiver be appointed by said Court to take charge of said premises and property, and use the same under the direction of said court, for the benefit of all persons concerned

November 6th 1852

By Carey & Robinson

Attys for Complainant

Virginia Circuit Ct

William Scott

vs

David H Silver

Ans in Chancery

Filed Nov 16 1852
James Lynn Clerk

Cole & Poole

Wm Scott
ds
D. H. Silver } In [redacted]

The Separate answer of
William Scott one of the defendants to a bill in chancery exhibited against himself and others by David H. Silver, now comes and for answer to said bill says that it is true as charged in complainants said bill that James G. G. Adams Alexander R. Robinson and George Pollock entered in to partnership for the purpose of building and running a saw mill by written articles of agreement ~~of which~~ a copy of which is herewith filed & marked exh 1. but this respondent denies that said Robinson or said Pollock had any interest in the ownership of the land on which said mill stood. This Respondent further answering says that the said Adams had the sole title to said land, which he deeded to this respondent by deed bearing date August 12. 1857. This respondent further answering says that the said Adams Pollock & Robinson continued to carry on said saw mill as herein found and between untill about the the Spring of 1857 when the said Robinson sold out to the said Adams his interest in said property. which made the said Adams ~~his~~ interest amount to two thirds of the same. This respondent further states that he ~~bought~~ bought all the interest of said Adams in said mill and partnership on the 12th day of August 1857. by written agreement herewith filed marked exh 2. for which respondent paid or bound himself to pay Eight hundred and fifty dollars. and assumed the payment of debts of said firm to

the amount of some eleven or twelve hundred Dollars more, a large portion of which respondent has paid. And this respondent further answering says that he went into possession of said Mill about the first of September 1851, and took the place of said Adams. And this respondent says that he was informed and verily believes that said Pollock was indebted to said firm when respondent came in to the amount of three hundred dollars. Respondent further answering says that said Pollock continued in said Mill with respondent occasionally, say half the time, until about the first of March 1852 when he left and has not since been there to take any interest in said property nor furnished any aid to carry on said business in any way. Respondent further says that he furnished three hands to work in said Mill during the time said Pollock was in, and furnished all other expenses for carrying on said Mill while the said Pollock furnished nothing but his work about half the time as aforesaid, as day work at the time was in cash & lumber at much as $30. respondent further answering says, that when said Pollock was indebted as much as one hundred Dollars for his share of the expenses of said Mill business from the first of September 1851 to the first of March 1852. And respondent further charges that said Pollock is now justly indebted for his share of said firm expenses not less than five hundred

And that respondent was always ready and still is, to ~~fact~~ convey by deed to ~~to~~ said Pollock one third of said property so soon as he Pollock should pay up his share of the debts and expenses of said firm which the said Pollock has utterly neglected to do, - and is indebted on account of his ~~not~~ said share of said mill business, more than four hundred dollars as he is informed and believes. Still deft further answering says that he believes said complainant did ~~by~~ buy the interest of said Pollock in said property, and this respondent offered to convey to said Silver one third of said property if he would pay the share of expenses due on account of said business from said Pollock which he the said Silver refused to do - Respondent denies that any profits have been made from said mill business since it has been in his possession but charges that the expenses of carrying on said mill ~~have~~ overrun the income from the same. Respondent further answering says that "Mary Scott holds a ~~debt~~ deed from respondent for said" property which is intended as a mortgage to secure her for eight hundred dollars in money advanced to respondent. - Respondent says that he has no disposition to convey said property away further than he has ~~for~~ mortgaged it as aforesaid, and is willing that any injunction should be allowed if thought necessary to ~~pro~~ restrain him from selling

but denies any just right to have a receiver appointed, for Deft. charges that said Pollock and Sawyer nor either have any sufficient claim to justify such a course. Defendant says, he is willing that an account may be taken and the said partnership dissolved and having thus fully answered prays to be dismissed with his costs, reasonable Cost,

Cole & Porter Sol,
for Deft.

State of Ohio
Lenoir County ss.

I William Scott being duly sworn deposed and say that that all the several matters and things which are set forth in the foregoing answer is from the information of others he believes to be true that all the several other matters and things therein set forth are true in substance and in fact

William Scott

Sworn to & subscribed before me

Nov 16, 1859

James Jones Clerk

Chancery Case File

Case No. 1852-CH-0037

No. 52-CH-37

Union Common Pleas Court.

Mary M Marks
Plaintiff,

AGAINST

Alphens Marks
Defendant.

MAR TERM. 1853

JUDGMENT NO. 1

DECREE FOR PLAINTIF

DECREE FOR PLAINTIF

$100 00

Journal 5 Page 208

Record No. 6 Page 380

Ex. Doc. A Page 304

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

May 57

Mary A Mark
5

Alpheus Mark

Certificate made
Recorded

Mary M Mark

v

Alpheus Mark

Petition for Divorce

Filed Oct 4 1852

James Turner Clerk

C & R

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

Mary M. Mark of the county of Union aforesaid respectfully represents that she is a resident of said county of Union and has been a resident in the state of Ohio (part of the time in the County of Champaign and part of the time in said County of Union) for more than one year last past; that she was lawfully joined in the bonds of matrimony to her present husband Alpheus Mark on or about the 1st day of September AD 1841 and continued to live with him until on or about the 23d day of September AD 1849, at which time the said Alpheus Mark, wilfully and wrongfully, without any just cause absented himself from your Oratrix and has ever since continued to, and now does wilfully, and wrongfully and without any just cause absent himself from her house, bed and board and has thus wilfully and wrongfully and without any just cause absented himself from your Oratrix and now lives in parts of the country to her unknown for more than three years last past, in violation of ~~his~~ marital rights and contrary to the wish of your Oratrix

Your Oratrix therefore prays that said Alpheus Mark may be made defendant to this Bill that notice by publication be given him, that he may be compelled to answer all and singular the matters and allegations herein, and that upon a final hearing hereof, said Marriage Contract between your Oratrix and said Alpheus Mark may be dissolved, and that your Oratrix may have such other and further relief as Equity may require and your Oratrix will ever pray

Curry & Robinson
Her Solicitors

Alphens Mark

ads

Mary N Mark

Certificate of Marriage

"Alpheus Mark to Mary M. Griswold Augt. 28. 1841"	"Champaign County, ss. On the 2nd day of Sept. in the year 1841 I solemnized the marriage of Alpheus Marks with Mary M. Griswold. Richard Baldwin J.P."

The State of Ohio, Champaign County, ss.

I, Samuel V. Baldwin, Sole Judge and Clerk of the Probate Court, within and for the County aforesaid, do hereby certify, that the foregoing are true copies of the entries of the issuing of license, for the Marriage of Alpheus Mark and Mary M. Griswold, and of the Solemnization of said Marriage; as appears from the original Marriage record, of said County, remaining in said Court.

In testimony whereof I have hereto subscribed my name and affixed the seal of said Court at Urbana this 28th day of January A.D. 1853.

Samuel V. Baldwin Judge & Clerk

Fee – certif. & seal 50cts.

Mary Mark
v
Alpheus Mark

Proof of publication

Filed March 21 1853
James Turner Clerk

NOTICE.

ALPHEUS Mark will take notice that Mary M. Mark on the 4th day of October, 1852, filed her petition in Chancery, in the Court of common Pleas in Union county, Ohio, the object and prayer of which petition is to obtain a decree of said court dissolving her contract of marriage with said Alpheus Mark; cause for divorce, wilful absence for more than three years.

CURRY & ROBINSON, *Sol's*
for Petitioner

Oct 6, '52. n3w6.

personally appeared, in open court C S Hamilton, publisher of the Marysville Tribune a weekly newspaper of general circulation and the county of Union in the state of Ohio, and made oath that the notice hereto attached was inserted in said paper for six consecutive weeks immediately succeeding the sixth day of October AD 1852

C S Hamilton

sworn to and subscribed before me this 21 day of March 1853

James Irwin Clerk

1852-Ch. 37

Mary M Mark

vs

Alpheus Mark

Proof of Publication

Filed Nov 8 1852

James Turner Clerk

NOTICE.

ALPHEUS Mark will take notice that Mary M. Mark on the 4th day of October, 1852, filed her petition in Chancery, in the Court of common Pleas in Union county, Ohio, the object and prayer of which petition is to obtain a decree of said court dissolving her contract of marriage with said Alpheus Mark; cause for divorce, willful absence for more than three years.

CURRY & ROBINSON, *Sol's*
for Petitioner

Oct. 6, '52. n3w6.

THE BIBLE CAUSE.

State of Ohio, Union County ss

I, C. S. Hamilton, publisher of the Marysville Tribune, a weekly newspaper in general circulation in said County, do make oath the notice hereto attached, was published for six consecutive weeks in said newspaper before this date, December 1st 1852

C S Hamilton

Sworn to and subscribed before me this 8th day of November AD 1853

Chancery Case File

Case No. 1852-CH-0038

No. 52-CH-38

Union Common Pleas Court.

Thos C Johnson
Plaintiff,

AGAINST

Wm Burrows et al
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 279

Record No. 6 Page 570

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C by ~~#~~ #31

Ira C Johnson
vs
Jno Burrows Etal

D. A. 298.

costbill made

Union Com. Pleas

Ira C Johnson
vs
William Burrows et. al.

Petition for Partition

Filed Oct 25 1852
James Swan Clerk

No 1

Recorded

Cole & Porter

To the Honorable the Court of Common Pleas, within and for the County of Lorraine and State of Ohio.

Your Petitioner Jas C. Johnson of said County respectfully represents that your petitioner has a legal right to, and is seized in fee simple of one undivided seventh part of a certain tract or parcel of land with the appurtenances lying and being in said County of Lorraine and bounded and described as follows being the farm formerly owned and occupied by Elijah Burrows Dec'd, in Allen Township, part of Survey No. 3681 & 3889 bounded on the North by land of the heirs of E. M. Crane Dec'd, on the East by Daily Creek, on the South by land of Lurren and Clark on the West by land of Jas C. Johnson containing thirty-eight (38) acres of land. And your petitioner further represents that said land belongs to the heirs of said Elijah Burrows Dec'd, except the said interest of your Petitioner which he received from Thomas J. Kimball and Lorinda S. Kimball his wife formerly Lorinda S. Burrows daughter of said Elijah Burrows Dec'd. Your petitioner further represents that the following named persons are the heirs of said Elijah Burrows to wit William Burrows Jas C. Burrows Lilly D. Burrows Newton J. Burrows and Allen A. Burrows, who are each entitled to one seventh part of said land, and the children of Caroline Crane Dec'd, who was the daughter of said Elijah Burrows Dec'd are entitled to one seventh part of said land as heirs of their said mother and are as follows,

Olive Ganno Talby Ganno and Lydia Ganno
& Rosetta Ganno, who are minors, who together with
Polly Bennett widow, your petitioners pray, may be made defendants hereto.
your petitioner deserving therefore
to hold his said interest in said lands, prays
that partition of said lands and tenements
may be made, or if it shall appear that
partition of said lands and tenements
cannot without manifest injury be made
then that the same may be sold, or other
proper order taken in that behalf, pursuant
to the statute in such case made and provided,

Cole & Porter Attys for Petitioner

Polly Burnes

~~[illegible]~~ William Burnes Joel C. Burnes,
Allen A Burnes Lulby D Burnes, Lewis
I Burnes. Also for William Garner children
Garner Lulby, John and Rosella Garner,

Cole & Porter

State of Ohio Lenawee County ss

Augustus Turner being duly sworn on the 29th of October AD 1852 says that he served on Polly Burroughs William & Newton J. Burroughs the same persons named and Rosella Gardner by delivering to them each a true copy of the within and to the other defendants within named served by leaving the copys to each at their residence, since

Augustus Turner

Sworn to & subscribed before me November 5 1852

James Turner Clerk

~~Augustus Turner~~

Fee for serv 2.35
Mileage 1.25
Copy 3.00
$6.60
fee coming to W. C. Mein

Pa & Johnson
vs
William Burroughs et al

Notice in writing

Filed Nov 5 1852
James Turner Clerk

No 2

Recorded

Polly Barnes William Barnes
Joel C. Barnes Allen A. Barnes
Selby D. Barnes and Amelia J. Barnes
William Garner Elma Garner Polly Garner
John Garner and Rosella Garner
Will take Notice that petition was filed
against them on the 25th day of October A.D. 1852
in the Court of Common Pleas of Monroe County, Ohio
by Jno C. Johnson and is now pending
wherein the said Jno C. Johnson demands
partition of the following real estate to wit
Thirty eight acres of land in Allen Township
Monroe County Ohio being the farm formerly owned
and occupied by Stephen Barnes Dec'd, bounded
on the north by land of the heirs of R. W. Crary sr. on the
east by Sandy Creek on the south by land of
Seven McClark and on the West by lands
of Jno C. Johnson and that at the next
term of the said Court, after the expiration of forty
days from this date application will be
made by said Jno C. Johnson for an order
that partition may be made of said premises

Dated October 25 1852

Jno C. Johnson

John
vs
Kennedy

Answer of
Guardian ad
Litem

3

In C Johnson
vs
William Burris et al } In Partition

John B Coats Esq Guardian ad litem of William Burris, Joel C Burris, Sally D Burris Newton J. Burris, Allen A Burris; Olivier Garon, Sally Garon, Julie Garon, and Rosette Garon Infant defendants. Comes and says that he is not informed as to the merits of said case, and cannot therefore gainsay the allegations set up in said petition, and leaves the same to the discretion of the Court

John B Coats
Atty for Infant defts

Fully D Burris, Newton J. Burris, Allen A Burris, Oliver Garnon Fully Garnon John Garnon and Rosette Garnon defendants and that your proceedings in the premises you distinctly certify under your hand to our Court of common pleas, within and for the said County of Union together with this writ

Witness James Turner Clerk of Our said Court of Common Pleas this 23 day of March AD 1853

James Turner Clerk

Received this 3rd March 23d 1853
I have executed the within by the sale of the within
Mined Commissioners. Their report is herewith
March 24th 1853

Geo Miles Lo
Fees 1.00
Commission 3.75
4.75

William E. Miles Sheriff

J & L Lohmer
vs
Ira Burrows et al

Court of Portlin

Filed March 24 1853
James Turner Clk

No 4

State of Ohio

To the Sheriff of Union County Greeting

We command you that without delay by the Oaths of Amos A. Williams James Wilber and William Juskiff you cause partition to be made of the following real Estate lying and being in said County of Union and Bounded and described as follows, being the farm formerly owned and occupied by Elijah Burris deceased in Allen township, part of surveys No.s 3681 & 2833, bounded on the north ~~side~~ by land of the heirs of Crary deceased, on the East by Darby Creek, on the south by land of Dimen and Clark on the West by land of Jno C Johnson, Containing thirty-eight (38) acres of land, among the following persons and in the following proportions to wit Jno C Johnson one equal seventh part, to William Burris one equal seventh part, Joel C. Burris, one equal seventh part, to Fully D Burris, one equal seventh part, to Newton J. Burris one equal seventh part, to Allen A Burris, one equal seventh part, to the Children of Emeline Gunow dec (daughter of said Elijah Burris dec), namely Oliver Gunow Fully Gunow John Gunow and Rosette Gunow one equal seventh part, 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 partition wherein Jno C Johnson is petitioner and, William Burris, Joel C Burris=

Ira C Johnson
vs
William Burrows
Et al

Order of Sale

Filed Nov 22 1853
James Rice Clerk.

No 5

Cole & Porter
Pltfs Atty

Received this writ August 2d 1853
Advertised the within described real Estate in the Marysville Tribune a news paper published and in General circulation in union County and State of Ohio: Six at least thirty days previous to the day of Sale of terms to wit on the 21st day of November AD 1853 it being the day advertised said Real Estate to be sold between the Legal hours of ten o'clock AM and four o'clock PM I offered said Real Estate for Sale at the Door of the Court House in said County and sold said real Estate to Ira C Johnson for thirteen dollars an thirty three and one third cents per acre he being the highest and best bidder therefor and it being the two thirds of the ~~two thirds of~~ the Appraised value therefor

Fees Milage	5
Levy	35
Advertising	25
Return	10
Poundage	10 13
Printers fees	

November 22d 1853

William C. Mellin Sheriff

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 June Term thereof AD 1853
in a certain Petition for Partition now
pending in said Court wherein Ira C
Johnson is Petitioner and William Burris
Et al are defendants, we command you
that without delay you proceede to sell
at Public Auction the lands and tenements
in the said Petition described, to wit, being the
farm formerly owned and occupied by Elijah
Burrows now decd. in Allen Township
Part of Survey No 3651 & 2833.
bounded on the North by land of the heirs of
E N. Crary decd, on the East by Darby Creek
on the South by land of Dunn and Clark
on the West by land of Ira C Johnson
Containing thirty Eight acres of land
and that your Proceeding 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 Turner Clk of our
said Court of Common Pleas
at Marysville this 2d day of
August A.D. 1853
James Turner Clerk

Isa C Johnson
vs
Ira H Burroughs

Proof of Publication

Filed Nov 22 1853
James Lee Clerk

No 5

SHERIFF'S SALE.

Ira C. Johnson
vs.
William Burrows et. als.
} Order of Sale.

BY virtue of an order of sale to me directed from the Court of Common Pleas of the county of Union, and State of Ohio, I shall offer for sale at the door of the court house, in said county, on the 21st day of November A. D. 1853, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described real estate, to wit: Being the farm formerly owned and occupied by Elijah Burrows, now deceased, in Allen township, part of survey number 36, 81 and 28 33; bounded on the north by land of the heirs of E W. Crary, and on the east by Darby creek, on the south by lands of Dunnen and Clark, and on the west by lands Ira C. Johnson; containing thirty-eight acres of land. Appraised at twenty dollars per acre.

W. C. MALIN, Sheriff.

Oct. 19, '53.

Ira C. Johnson vs William Burrows et alls

I hereby certify 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 for four consecutive weeks prior to the 21st day of November 1853.

$3.00

A. S. Hamilton

Sworn to and subscribed before me this 21 day of November 1853

James Linn clerk

March the 4th 1853

We the under signed having this day been summoned by the court of common pleas of Union County and qualified to partition of it certain lot of land described in said writ and belonging to the heirs of Elija Burroughs Dec'd 88 acres and being 7 heirs we find the same to be so small to bear partition between the said heirs. we therefore appreciate the same at twenty dollars per acre

William Durbeyn
Aaron A. Wallace } Appraisers
James Wallace

No 4

Gentle Men if the Premises will not have partition you must appraise it, Your Report the Court will want to Say

William C. Malin Sheriff ne o

No. 52-CH-39

Union Common Pleas Court.

Amos Stanton et al
Plaintiff,

AGAINST

Louisa Lock et al
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

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Ex. Doc. A *Page* 382

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

Union. Com. Pleas

Amos Stanton & Wife

vs } Pet. for Partition

Louisa Sock et. al.

Filed Oct 29 1852

James Lemon Clerk

No 1

Cole & Porter

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

— Your Petitioners Amore Stanton and Mary Stanton his wife (late Mary Lock daughter of John S. Lock deceased) of the County of Union and State of Ohio, respectfully represents that Your Petitioners have a legal right to and seized in fee simple of one undivided sixth part of a certain tract or parcel of land with the appurtenances lying and being in said County of Union and bounded as follows, Begining at the N. W. corner of lands owned by the heirs of Elisha Reynolds and N. E. corner to A. A. Woodruffs land, thence with Woodruffs line N. 28 poles to Benjamin Harrings S. E. Corner, thence with his line N. 44 E. 162 poles to a corner of John Williams land thence with his line S. 55. E. 175 poles to the Centre of the Creek, thence up the Creek North 38 poles to the S. W. Corner of Williams land, in the Centre of the Creek, thence with Williams line S. 84. E. 185 poles to Williams S. E. Corner in the line of Walter Dems Survey, thence with Dems line S. 6 W. 40 poles to the Corner of a lot owned formerly by David Potter, thence with his line N. 84. W. 186 poles to the Centre of the Creek, thence N. 55. W. 70 poles with the line of B. Hopkins land thence with ~~the~~ other of his lines S. 70. W. 68½ poles to a Stone in the east side of the Road, thence with the Road S. 30. E. 16. poles to a Stone another of Hopkins Corners on the east side of the road, thence with another of his lines S. 18½ E. 87 poles to the line of the heirs of ~~the~~ Elisha Reynolds, thence with his line N. 72 West 130 poles to the beginning containing one hundred Eighty two acres more or less part of Surveys Nos 7789 and 3265 — situate in the County of Union and State of Ohio

And your petitioners further represent said premises descended from the said John S. Lock, to his children being in addition to your petitioner (Eddy Hendrix) Elizabeth Ann Lock, Eliza Lock, Benjamin Lock, Louisa S. Lock and Abel W. Lock. all infants except your said petitioner and the said Elizabeth Ann Lock, and Eddy Hendrix are entitled to share and share alike in said premises. and are all residents of said County. your petitioners further represent that Louisa Lock of said County is a widow of said John S. Lock, deceased. and whom your petitioners pray may be made defendant hereto, and who is entitled to dower in the same premises. your petitioners therefore desiring to hold their said interest in severalty, pray partition of said lands and tenements may be made, and that the dower of the said Louisa may be assigned in said premises, or if it shall appear that partition of said lands and tenements cannot without manifest injury be made, then that the same may be sold, or other proper order taken in that behalf pursuant to the statute in such case made and provided.

Cole & Porter Attys,
for Petitioners,

And that at the next term of said Court after the expiration of forty days, application will be made by the said Amon Stanton and Mary Stanton (his wife) for an Order that partition may be made of said premises, or if partition cannot be made without manifest injury, to the premises, then that the same may be sold, and that the dower Estate of the widow aforesaid may be assigned, or other proper Order in that behalf

Oct 29th 1852.

Amon Stanton
Mary Stanton

Augustus Turner being duly sworn says that on the first day of November AD 1852 he personally gave to Mrs Louisa Lock, (widow of John S Lock decd) ~~Elizabeth Lock~~, Elizer Lock, ~~Benjamin Lock~~, Louisa S Lock, Abel W Lock, a true copy of the above notice ~~and by~~ ~~Elizabeth~~, Ann and Benjamin Lock, on the service by leaving ~~copy~~ ~~left~~ ~~Stanton to wit Subscribed this day of~~ true copy at AD 1852 their place of residence

Fees Mileage 40
Sus 65 Augustus Turner
Sworn to and subscribed before me Nov 5 1852
Copy 200 James Tromer Clerk

fees coming to William C Martin

$3.35

Notice to Atty
Filed Nov 5 1852
Jas Tromer Clerk

Amon Stanton & Mary Stanton vs Louisa Lock et al

Cole & Fowler Attys

Louisa Lock (widow of John S. Lock deceased) Elizabeth Ann Lock, Elisa Lock Benjamin Lock Louisa S. Lock, and Abel W. Lock, will take notice that a petition was filed against them on the 29th day of October AD 1852 in the Court of Common Pleas, by Aaron Stanton and Mary Stanton his wife (late Mary Lock) and is now pending wherein the said Aaron ~~Lock~~ Stanton & Mary Stanton his wife demands partition of the following real Estate lying and being ~~and~~ in Union County Ohio, and described as follows, (Beginning at the N. W. Corner of Lands owned by the heirs of Elisia Reynolds & N. E. corner to A. A. Woodworth Land thence with Woodworths line N. 28 poles, to Benjamin Hennytons S. E. Corner, thence, with his line N. 44 E. 162 poles to a corner of John Williams land, thence with his line S. 55 E. 175 poles to the Center of the Creek, thence up the Creek N. 58. poles to the S. W. Corner of Williams land in the Center of the Creek thence, with Williams line S. 84 E 185 poles, to Williams S. E. Corner in the line of Walter Dunns Survey, thence with Dunns line S. E. W. 40 poles, to the Center of a lot, owned formerly by Daniel Witter, thence with his line N. 84 W. 186 poles, to the Center of the Creek, thence N. 55. W. 71 poles with the line of B. Hopkins, land thence with another of his lines. S. 70. W. 58½ poles to a stone in the East side of the Road, thence with the Road. S. 30. E. 16 poles to a stone another of Hopkins Corners, on the East side of the road, thence with another of his lines S. 18½ E. 87 poles to the line of the heirs, of Elisia Reynolds, thence with their line, N. 72 W. 130 poles, to the begining, Containing 182 acres more or less, part of surveys No 7789, & 5265

Stewart
vs
A. & R. et al

Answer &
Quarterly Letter

Filed Nov 24 1853

No 3

Emma Hunter Wife
Louisa Lockwood & Posterity

John B Coates Esq Guardian ad litem of Benjamin Lock Louisa & Lorah Abel W Lock Infant Defendants - Comes and says that he thinks it advisable to have the interest of said Infants set off in a body, being one half of the land in the petition described - leaves the same to the discretion of the Court

John B Coates
Guardian ad litem

Same John Reed & William B Brown & Asel A Woodworth you cause partition to be made of the same lands, subject to said dower estate among the following persons and in the following proportions to wit, To the said Amon Stanton and Mary Stanton his wife one Equal sixth part to the said Elizabeth Ann Lock one Equal sixth part, to the said Eliza Lock one Equal sixth part, to the said Benjamin Lake, the said Louisa S Locke, the said Abel W Locke, those sixth parts are undivided between them In pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain Petition for Partition, Where in Amon Stanton is Petitioner and Louisa Locke and others are defendants, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union.

to settle with this writ

Witness James Lemmer Clerk of said Court at Marysville this 31st day of March AD 1853

James Lemmer Clerk

Fees Writ 28 1853
James Lemmer Clerk

Amon Stanton
vs
Louisa Lock Et al
Writ of Partition

Received this writ March 31st 1853
I have executed this writ by the oaths of the within named Commissioners whose report is herewith returned
June 24th 1853

Fees Milage	50
Fees	1 00
Return	5
John Reed 2 days	2 00
A A Woodworth 2 days	2 00
W B Brown 2 day & mage	4 00
William B Brown for Mileage	1 00
Return & Receipt	$10.55

No 4

Cale & Porter
for Partitioners

William B Brown

The State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you that without delay by the oaths of John Reed 3d William B Irwin and Asel A Woodworth you cause Louisa Lock widow of John S Lock late of said County dec'd to be endowed of one full third Part of the following real Estate, situate and lying in said County of Union Ohio, bounded and described as follows Begining at the N. W. corner of lands owned by the heirs of Elisha Reynolds, and N. E. corner to A. A Woodworths land, thence with Woodworths line N 28 poles to Benjamin Harrington's S. E. corner thence with his line N 44. E. 162 poles to a corner of John Williams land, thence with his line S 55. E 175 poles to the centre of the Creek, thence up the Creek North 38 poles to the S. W. corner of Williams land in the centre of the Creek, thence with Williams's line S 84. E 185 poles to Williams S. E. corner in the line of Walter Sims Survey thence with Sims line S 6 W 40 poles to the corner of a Lot owned formerly by David Witten thence with his line N 84. W 186 poles to the centre of the Creek, thence N 55 W 71 poles with the line of B Hopkins land, thence with another of his lines S. 70. W 58½ poles to a Stone in the east side of the Road, thence with the Road S 30 E. 16 poles to a Stone an other of Hopkins corners on the East side of the road, thence with another of his lines S 18½ E 87 poles to the line of the heirs of Elisha Reynolds, thence with his line N 72 West 130 poles to the beginning Containing one hundred Eighty two acres more or less part of Survey No 7789 and 5265. And also that in like manner and by the like oaths of the

Case 38

We have the honor to present herewith all of which is respectfully submitted

Wm. B. Williams for plaintiff

F. A. Woodward } Commissioners

John Reed Jr.

April 20th 1853

Commissioners Report.

Filed June 23 1853
James Lunn Clerk

No 5

We also set off to the three Minor Heirs of John Lock as their one equal one half of Survey No 5265 the following tract Beginning at a stone in the creek Lower Corner to Williams lot in the same Survey from the Running with Williams line S. 84. E. 255. poles to Williams Corner in Stony Line then with his line S. 6. W. 20 poles to a Red oak then N. 84. W. 286 poles to a stone in the Center of the Creek near an Elm which is a line tree then up the Creek 20 poles to the Beginning Containing 35. acres

We also set off an assignment to Elinor Stanton & Mary his wife to Elizabeth Ann Lock and to Eliza Lock Heirs of the Rev John Lock (who have obtained their majority) as their one equal one half of a Tract of Land after set ting of the above & lower tract following tract on Survey No. 7789. as follows Beginning at a stone on the East side of the Road Corner to Luther Minyards land then with his line S. 20. W. 68½ poles to his Corner in the line of Elisha Reynolds Heirs then with the their line N. 71. W. 78. poles to a Stake 10. feet West of a Walnut Corner to a lot set off to the three Minor Heirs of Rev John Lock then with their line N. 14. E. 12 poles to their Corner in the Road then with the Road S. 76. E. 25½ poles to the Beginning Containing 34 acres

We also set off to the last mentioned Heirs of the Rev John Lock as their one equal half of Survey No 5265 the following tract Beginning at a stone in the Center of the Creek upper Corner to Luther Minyards land then up the creek 20 poles to a stone Lower Corner to a lot set off to the three Minor Heirs of the Rev John Lock near an Elm which is a line tree then with the line of the lot S. 84. E. 286. poles to a Red oak in Stanton's line then with S. line S. 6. W. 20 poles to a Stake and S. East corner to Luther Minyards lot then with his line N. 84. West 286 poles to the Beginning Containing 35. acres We Consider the two last mentioned lots set off to Elinor Stanton and Mary Stanton his wife Elizabeth Ann Lock and Eliza Lock not to be Susceptible of an equal or other partition and we appraise that part in No 7789 to be worth thirty dollars per acre and that in No 5265 to be worth fifteen dollars per acre for a number of years of the present dimension Reference made is hereby to the plat here with

page 1st

In obedience to the Command of a writ from the Court of Common pleas of union County ohio issued at their March term for 1853 in which we the under signed were appointed Commissioners to set of a Dower to Loisa Lock Widow of John Lock dec in a lot of Land of which Sd John Lock died possed and also to make partition of Sd Land amongst the Heirs of the Sd John Lock. Would re port that after being sworn by the Sheriff of Sd County as the law directs on actual view and survey of all the land discribed in Sd writ we have set of and assigned to the Sd Louisa Lock as her Dower in Sd land the following discribed part thereof being part of survey No. 7789 Begining at a Elm tree Corner to land owned by the Heirs of Elisha Rey Nolds and Corner to A. A. Woodworth thence running Cr. S. W. 25. pols to the Southerly Corner of Benjamin Herrings land then with his line. Cr. 46. E. 171 pols to a Corner of land owned by the Heirs of John Williams Cross ing the road at 149. pols then. S. 53. E. ~~150~~ 37½ pols to a stake then S. 8. E. 34. pols to a stone then S. 60. W. 16½ pols to a stone in the East side of the Road then with the Road Cr. 30. W. 14½ pols to a stone then. S. 46. W. 140. pols to a Burr oak in the line of Rey Nolds Heirs S. E. Corner to the Dower lot then with Rey Nolds line S. 71. East 27½ pols to a stake 10 feet West of a plum tree then Cr. 46. E. 122. pols to a stone in the Road then with the Road S. 30. E. 14½ pols to a stone Corner to Lawson Mingels land then with his line Cr. 70. E. 61. pols to a stone the witness a walnut of his line. S. 75. E. 71. pols to the Center of the Creek then up the Creek 3. pols to the Corner of Williams land then with their line Cr. 53. W. 142. pols to the Begining containing 34 3/4 acres

Joseph Grant
No. 7789
34¾ a
14 a
Miner
10 a
Down
40 a
Down
20¾ a
13
Miner
35 a
35 a
No. 4265
Miner
No. R. Mann

at their June Term A.D. 1853 within & for said County of Union in a certain Petition for Partition wherein Amon Stanton is Petitioner and Louisa Locke and others are defendants, and that your Proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union together with this writ

Witness James Downer clerk of said Court at Marysville this 10th day of October AD 1853

James Downer Clerk

Filed Nov 22 1853
James Downer Clerk

Amon Stanton
vs
Louisa Locke
et al

writ of Partition

Returned the Ninth October 16th 1853
Return by Order of Court
Sworn Oct 22 1853

Allen Estlow Atty

Cole & Porter
Atty for Plff

The State of Ohio
Union County, ss.

To the Sheriff of said County, Greeting
we command you that without delay by the
oaths of John Reed 3d William B Irwin and
Asel A Woodworth, your case Partition to be
made of the following Real Estate situate in
the County of Union, subject to the Dower
heretofore set off to Louisa Locke widow of
John S Lock Late of said County dec,
To the said Amon Stanton and Mary Stanton his
wife one Equal sixth Part. to Elizabeth Ann
Lock one Equal sixth Part, To Eliza Lock
one Equal sixth Part to Benjamin Lock
Louisa S Lock Abel W Locke three sixth
parts of the following Real Estate, subject to
the aforesaid Dower to wit. Beginning at the
N W corner of Lands owned by the heirs of
Elisha Reynolds and N E Corner to A A Woodworth
land thence with Woodworths line N 28 poles to
Benjamin Hamingtons S E Corner, thence
with his line N 44 E 162 poles to a corner
of John Williams' land, thence with his line
S 55 E 175 poles to the centre of the creek,
thence up the creek North 38 poles to the S W
corner of Williams' Land in the centre of the
creek, thence with Williams' line S 84 E 185
poles to Williams' S E corner in the line of
Walter Dums Survey, thence with Dums line
S 6 W 40 poles to the corner of a lot owned
formerly by David Miller, thence with his line
N 84 W 186 poles to the centre of the creek, thence
N 55 W 71 poles with the line of B Hopkins'
land, thence with an other of his lines S 70 W
58½ poles to a Stone in the East side of the
Road, thence with the Road S 30 E 16 poles
to a Stone an other of Hopkins corner
on the East side of the road, thence with
an other of his lines S 18½ E 87 poles to the
line of the heirs of Elisha Reynolds, thence
with his line N 72 West 130 poles to the
Beginning containing one hundred & Eighty
two acres more or less Part of survey No 7789
and 5265. In Pursuance of an order made
in our said Court of Common Pleas at

A. Stanton Et. al.

vs

L. Cook Et. al.

Agument

Filed Nov 21 1853
Jos. Ku Clk

No 7

Amos Stanton & wife

vs

Louisa Lock et. al.

Union Common Pleas
for Partition

We Amos Stanton Mary Stanton his wife and Elizabeth Ann Lock and Eliza Lock defendants in the above case; hereby ~~[illegible]~~ give our consent to the partition made in this case by the commissioners made and filed on June 23. 1853. by which partition our said three shares are set off in common. ~~and the Dower in~~ Excepting the Dower of Louisa Lock, ~~in~~ which Dower is not partitioned. We wish the court to confirm said partition ~~as~~ made ~~by~~ as aforesaid.

his
Amos x Stanton
mark

Mrs Mary Stanton

Miss Amer E. Lock.
Miss Eliza " " Lock.

No. 52-CH-40

Union Common Pleas Court.

Joshua Marshall Trs
Plaintiff,

AGAINST

Ohio Life Ins & Trust Co
Defendant.

JUN TERM. 1854

DECREE FOR PLAINTF
$170 00

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Record No. 7 Page 54

Ex. Doc. A Page 601

The State of Ohio by
Joshua Morshall
Treasurer Relator

vs

The Ohio Life Insurance
& Trust Company Et al

Recorded

cost bill
made Recon

appeal

order, and injunction of this court from paying to said Company any part of the sums of money aforesaid, or the interest on the same now due or that may hereafter become due thereon; That said Company and all its officers, agents and Attorneys may be restrained and enjoined by the decree and injunction of this court from receiving, collecting, or attempting to collect from the persons aforesaid or their agents any of the sums of money aforesaid, or the interest now due thereon, or that may hereafter become due on the same; That a special Receiver be appointed by this court to collect from the persons aforesaid the interest already accrued and which may become due on the monies aforesaid of said Company or so much thereof as may be necessary to fulfill satisfaction of the tax, interest and penalty aforesaid and to take charge of the same, and apply the same by the order of this court, to the payment of the tax interest and penalty aforesaid; and that such other and further relief be granted in the premises as shall seem proper & your Orator shall ever pray &c

By Curay & Robson Solrs. for Compltt.

The State of Ohio, by the Relator Jos. Neal Auditor & Treasurer

vs

The Ohio Life Insurance & Trust Company and others

Filed Oct 30 1852
Geo. Stone Clerk

No 1

Summons Issued

The State of Ohio, Franklin County, ss. Joshua Mosher being duly sworn, says that he served the within summons on the within named Ohio Life Insurance & Trust Company by leaving a true copy thereof with Wm. Dennison Jr. President of said Company at their office in said County on the 31st day of October 1852.

J. Mosher

Sworn to and subscribed before me, this 31st day of October 1852.

Geo. Stone Clerk

To the court of Common Pleas within and for the county of Miami and State of Ohio in Chancery sitting.

Your Orator, the State of Ohio upon the relation of Joshua Marshall, Treasurer of the county of Miami aforesaid, respectfully represents that a certain sum of money, to wit the sum of eighty dollars two cents and four mills was legally assessed and levied upon The Ohio Life Insurance and Trust Company (whose principal office is situate in the county of Hamilton and State aforesaid) for taxes, upon the county duplicate of the County of Miami aforesaid, for the year of our Lord one thousand Eight hundred and fifty one; That said Company has not paid said sum of money, or any part thereof, levied and assessed upon said Company as aforesaid; and the same remains unpaid and due and is liable to a penalty of thirty per cent on the sum aforesaid, as well as six per cent interest, to wit the sum of twenty Eight dollars, Eighty cents and eight mills, as penalty and interest, for the non payment of the taxes aforesaid according to the statute in such case made and provided

Your orator further represents that by the Record of Mortgages in the county of Miami aforesaid Richard L. Judy of the county of Miami aforesaid appears to be indebted to said Company in the sum of five hundred dollars, as will more fully appear by his mortgage deed duly Executed and dated June 18th AD 1835 (a copy of which is herewith filed and made part of this Bill) and your orator believes and charges that said Judy is indebted to said Company in the sum and manner aforesaid, and that said sum of money is due and upon interest at seven per cent

per annum, which interest should by law and equity be applied to the payment of the tax, interest and penalty aforesaid; That by the same record Andrew S. Alden of said County of Maine appears to be indebted to said Company in the sum of Eight hundred dollars, as will more fully appear to this court by his Mortgage deed duly executed and dated July 17th AD 1849 (a copy of which is herewith filed and made part of this Bill). Your Orator believes and charges that said Alden is indebted to said Company in the sum last aforesaid in manner and as appears in the deed last aforesaid. That said sum of money is due and upon interest at seven per cent per annum and should be applied to the payment of the tax, interest and penalty aforesaid; That by the same record Wilson Reed of said County of Maine appears to be indebted to said Company in the sum of six hundred dollars, as will more fully appear to this court by his Mortgage deed duly Executed and dated ~~April 28th~~ Aug 25 AD 1835 (a copy of which is herewith filed and made part of this Bill). ~~Your~~ Orator believes and charges that said Reed is indebted to said Company in the sum last aforesaid and in the manner aforesaid; That said sum is due and upon interest at seven per cent per annum and should be applied to the payment of the tax interest and penalty aforesaid; That by the same records Daniel Mitchell Jr of the County of Franklin and state aforesaid, appears to be indebted to said Company in the sum of six thousand dollars as will more fully appear to this court by his mortgage deed, duly executed and dated April 28th AD 1835 (a copy of which ~~filed~~ is herewith filed and made part of this Bill). Your Orator believes and charges that said Mitchell is indebted to said Company in the sum of money last aforesaid, in the manner as appears by the deed last aforesaid; That said sum of money is due and unpaid and upon interest at

seven per cent per annum and should be applied to the payment of said tax, interest and penalty That by the same record, James Galloway now deceased was at the time of his death indebted to said Company in the sum of twenty five hundred dollars, as will more fully appear by his mortgage deed duly executed and dated March 8th AD 1844; (a copy of which is herewith filed and made part of this Bill) your orator believes and charges that said Galloway was indebted in the sum last aforesaid, to said Company That Martha Galloway is the administratrix duly appointed and qualified, of the Estate of said Galloway deceased; that the sum of money last aforesaid has not been paid, nor any part thereof and the same remains due and unpaid and is upon interest at seven per cent per annum and should be applied to the payment of the tax, interest and penalty aforesaid; Your Orator represents that he knows not, and cannot state what amount of interest is due to said Company from any of said persons but believes and directly charges that there is a certain amount due as aforesaid from each one of said persons

Your Orator, on the relation aforesaid therefore prays that Richard S Judy, Andrew J Alden, Wilson Reel, Daniel Mitchell Jr and Martha Galloway, and the Ohio Life Insurance and Trust Company aforesaid may be made defendants to this Bill, that the writ of subpoena may issue against the same, that they may answer all and singular the matters and things herein set forth, and especially answer and set forth how much interest and principal are due from each person aforesaid to said Company; that in the meantime, the said Judy, Alden, Reel, Mitchell and Galloway, and their agents may be restrained by the

The State of Ohio by
Joshua Marshall
Treasurer of Union
County Ohio
vs
The Ohio Life Insurance
and Trust Company
et al

Filed Nov 5th 1852
Lewis Lum Clerk
No 2

Curry & Robinson
Atty for Plff

Served this writ by delivering to Andrew J Allen a certified copy of this writ November 3d 1852
Served by delivering to Richard L Finch a certified copy of this writ November 6th 1852 Served this writ by delivering Wilson Reed a certified copy of this writ November 8th 1852 Martha Galloway and David Milchel be not found

Fees Milage	80
Serv	75
Copies	60
	2.15

William C Mills Sheriff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon The Ohio Life Insurance & Trust company Richard L Indy Andrew S Alden Wilson Reed Martha Galloway & Davice Mitchell &

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

The State of Ohio by the Relator Joshua Marshall Treasurer of Union County Ohio

and this they 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 30th day of October A. D. 1852

James Turner Clerk of Common Pleas.

State of Ohio on
relation of Joshua
Marshall Treas &c
v
Ohio Life In. & Tst. Co
et als

Replication

Filed Feby 18th 1853
James Brown Clerk

The State of Ohio on
Relation of Joshua Marshall
Treasurer of Muskingum County Ohio

vs

The Ohio Life Insurance & Trust
Company et als

In Chancery

And the said complainant comes and says that the matters and things set forth in said Bill of Complaint are true, in substance and in matter of fact, and that the matters and things set forth in the answer of the said Ohio Life Insurance & Trust Company contrary thereto are untrue; and this he is ready to make appear as by this Court shall be directed

By Curry & Robinson
Solrs for Complainant

Filed December 18th 1852
James Sumner Clerk

~~No 5~~

No 7

The answer of The Ohio Life Insurance and Trust Company, defendant, to the bill of complaint of The State of Ohio on relation of Joshua Marshall, Treasurer of the county of Union in the State of Ohio, complainant.

This respondent for answer to said bill, or to so much and such parts thereof, as she is advised it is material for her to make answer unto, comes and says, that Charles Stetson, the president of the said The Ohio Life Insurance and Trust Company, did under oath return to the County Auditor of the county of Union in the State of Ohio, by letter bearing date the 31st day of May 1851, the amount of capital stock loaned by this respondent in said county of Union as will fully appear from a substantial copy of said return and letter, herewith filed without the jurat, marked exhibit A. as a part of this answer; and without that, he has made no return as in said bill set forth, nor is the same of any obligation against this respondent.

This respondent in further answering, says, she has been informed, that complainant claims to be Treasurer of said county, and that a tax has been duly assessed under an act of the General Assembly of the State of Ohio, entitled, "An act to tax banks and bank and other stocks the same as other property is now taxable by the laws of this State," passed March 21st 1851, by the proper authority in said county of Union against the respondent upon her capital stock so loaned in said county, amounting for the year, A. D. 1851, to the sum of $ but, whether the same be so or not, or whether the same be authorized by the act aforesaid, or whether the same be assessed according to the requisitions of the said act, this respondent is not advised, except by information from others, and therefore requires due proof that said tax has been duly assessed in all respects as said act directs.

This respondent in further answering, says, she does not know that the tax duplicate for said county for the year 1851, containing said tax so alleged to be assessed against this respondent, has been placed in the hands of the said complainant as in his said bill charged for collection, and of that she requires proof.

This respondent in further answering, says, it is true, she has not paid said tax as in said bill averred, because she charges, by the laws of the land, under her contracts with the State of Ohio hereinafter set up by way of defence to said tax, she is under no legal obligation to pay the same.

This respondent in further answering, says, as at present advised, she makes no answer as to her debtors in said county, nor is it at all material she should, as in the event of her being held responsible for said tax, she will promptly discharge the same, as it may ultimately be adjudged against her.

This respondent having answered so much and such parts of said bill, as she is advised it is material for her to make answer unto, by way of further defence to said bill of complaint, shows and charges that by the twenty-third section of her act of incorporation passed February 12th 1834, power was given to this respondent until the year 1843, to issue and circulate her bills or notes to an amount not exceeding twice the amount of the funds deposited with said Company for a time not less than one year, other than capital, but not at any time to have in circulation an amount greater than one half the capital actually paid in, and invested in bonds or notes secured by an unincumbered real estate, agreeably to the seventh section of said act, nor a greater amount than twice the amount of deposites for the time being, and lend the same at a rate of interest not exceeding six per cent per annum, as will fully appear from said act, to be found in volume 32, page 68 of the Local Laws of Ohio, and to which reference is hereby had as a part of this her answer. She also shows and charges, that by the twenty-fifth section of said act, it was provided that no higher taxes should be levied on the capital stock or dividends of this respondent than should be levied on the capital stock or dividends of other incorporated banking institutions in the State, as will fully appear from said act to be found as aforesaid, and to which reference is hereby further had as a part of this her answer for that purpose. She also shows and charges, that the General Assembly of the State of Ohio, being desirous to withdraw from the Banks in the State of Ohio, the power to issue small notes and bills as granted to them by their charters, and to suppress the circulation thereof, proposed, by an act entitled, "An act to prohibit the circulation of small notes," passed March 14th 1836, that should any Bank in this State prior to the fourth day of July 1836, with the consent of its stockholders, by an instrument of writing under its corporate seal, addressed to the Auditor of State, surrender the right conferred by its charter to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July 1836, and notes or bills of a less denomination than five dollars after the fourth day of July 1837, then and in that case, the Auditor of State should be authorized to draw on such Bank only for the amount of five per cent upon its dividends declared after the surrender aforesaid as a tax and to collect the same, as will fully appear from said act. She also shows and charges that this respondent with the consent of her stockholders by an instrument of writing under her corporate seal, addressed to John A. Bryan, Auditor of the State of Ohio, bearing date on the twenty-second day day of June 1836, and duly transmitted to and received by the said John A. Bryan, Auditor of the State of Ohio, prior to the fourth day of July 1836, and filed as respondent charges, in the office of said Auditor, and of which, exhibit B. herewith filed as a part of this her answer is a substantial copy, did surrender the rights conferred by her charter as aforesaid, to issue and circulate notes or bills of a less denomination than three dollars after the fourth day of July

1836; and notes or bills of a less denomination than five dollars, after the fourth day of July, 1837, as will fully appear therefrom, and thereby this respondent lost her power to issue and circulate said small notes, or bills, as secured to her by her charter, relying upon the good faith of the State of Ohio, to maintain her part of her contract, as this respondent has done at all times hitherto, and is ready to make appear as the Court may require; and by reason of said contract of surrender of the rights conferred as aforesaid, this respondent insists, she is only liable to a tax of five per cent, upon dividends declared by her as contemplated by said act, and any other tax allowable under the twenty-fifth section of the act incorporating this respondent, inconsistent therewith, is restrained thereby and unlawful, being repugnant to the true import and intent of the said contract of surrender. She also shows and charges that by the sixteenth section of the act of 24th February, 1845, passed by the General Assembly of the State of Ohio, to incorporate the State Bank of Ohio, and other Banking companies, it is enacted, that such banking company as may be organized under that act shall, semi-annually, on the days of declaring dividends, set off to the State six per centum on the profits, deducting therefrom the expenses and ascertained losses of the company for the six months next preceding, which sum so set off shall be in lieu of all taxes, to which such company or the stockholders thereof on account of stocks owned therein would otherwise be subject; and by reason thereof, and inasmuch as the General Assembly of the State of Ohio, by the act incorporating this respondent, had stipulated, that no higher tax should be levied upon the capital stock or dividends of this respondent, than should be levied upon other banking institutions, aside from the contract of 22d June, 1836, aforesaid, no tax could be levied upon the capital stock or dividends of this respondent beyond the tax allowed by the said act of 24th February, 1845. She also shows and charges that since the contract of 22d June, 1836, she has, in compliance therewith paid the tax of five per cent upon all dividends by her declared, and especially the tax upon the dividends declared on the first Monday of July, 1851, and the first Monday in January, 1852, amounting to $8,000, upon the order of the Auditor of State, as she is ready to make appear, besides paying the ordinary taxes levied upon her real estate as in other cases. She also shows and charges that she does on the first Monday of January and July, annually, as required by her charter, make and declare such dividends resulting from her profits, as she can safely make and declare without impairing or lessening in anywise her capital stock, and the tax paid as aforesaid upon her dividends is in fact upon her annual net profits, no reservations therefrom being made beyond what is deemed necessary and proper to guard against the contingencies of business and in good faith to keep the capital stock unimpaired. She also shows and charges that she has been advised the tax levied against her in the various counties in the State in the

aggregate exceeds twenty thousand dollars for the year, A. D. 1851, as will appear from exhibit C. herewith filed as a part of this her answer, the same being a statement of said taxes as furnished to this respondent by the Auditor of the State of Ohio, as levied under said act of 21st March 1851, as aforesaid, all which she is ready to make appear as the Court may require.

This respondent, by way of further defence to said bill, says, that she in no manner nor form has ever accepted the said act of 21st March, 1851, nor admitted its validity against her; nor has she, in any manner or form, ever surrendered or yielded up the privileges of her charter, except by said contract of 22nd June, 1836, nor has she, in any manner or form, ever surrendered or yielded up the rights secured to her by said contract of 22d June, 1836; and she insists, and will maintain, that the taxes assessed against her as aforesaid for the year A. D., 1851, under said act of 21st March, 1851, and especially the tax claimed by the complainant in his said bill, is repugnant to her charter, and the rights secured to her by said contract of 22d June, 1836, in violation of the constitution of the State of Ohio, and the constitution of the United States, and void in law, and she is under no obligation to pay the same. She, therefore, prays that the injunction sought, be refused, or if allowed, be dissolved, and the receiver if any be, discharged, and she restored to all things as fully as if complainant's bill had not been filed against her, and without that, that she be dismissed with her costs and charges in their behalf expended. ~~The Ohio Life Insurance and Trust Company doth hereby verify this her answer by causing her corporate seal to be hereunto affixed.~~ And for further defence to said Bill this Respondent says that she is advised and believes that said complainant the State of Ohio on relation of Joshua Marshall has no right in that name & form to maintain said Bill and that the Bill is defective and insufficient in other respects in this that it does not aver that the pretended tax mentioned in the Bill was levied on the capital stock or any part thereof or other property & effects of Respondent for all which defects & others in the Bill respondent will ask & claim the same benefit from this answer as from a special demurrer. The Ohio Life Insurance and Trust Company doth hereby verify this her answer by causing her corporate seal to be hereto affixed and this answer to be signed by the President of said Corporation

Lem. Zescuck. President pro tem

Lawrence & West Atts for Defts.

EXHIBIT A.

OHIO LIFE INSURANCE AND TRUST COMPANY,

CINCINNATI, MAY 31, 1851.

To the Auditor of

County, Ohio.

Sir:—

Protesting against all lawful right to require of this Company any statement of the amount of its Loans of Capital in your county, for taxation, I hereby advise you the amount of such loans is $ at the date hereof, as appears from the books of said Company.

C. STETSON, *President.*

CHARLES STETSON, President of the Ohio Life Insurance and Trust Company, being sworn, says the above statement is true, to the best of his knowledge and belief.

C. STETSON, *President.*

Sworn to, and subscribed before me, this 31*st May*, 1851.

In furnishing the above statement, I am instructed, by the Board of Trustees of this Company, to inform you that they consider the act of the Legislature, under which it is made, inoperative, so far as it regards this Institution; and the payment of any tax, levied by virtue of said act, will be contested.

C. STETSON, *President.*

EXHIBIT B.

To John A. Bryan:

Auditor of the State of Ohio:

Whereas the Stockholders of the Ohio Life Insurance and Trust Company, at a meeting held at the Office of said Company, in Cincinnati, on the third Monday (20th) of June, A. D. 1836, to take into consideration, and decide on the proposition contained in the act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, it was *Resolved*, that the Stockholders of the Company, do consent, upon the consideration contained in the act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the circulation of Small Bills," passed March 14th, 1836, to surrender the right conferred by the act incorporating this Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July, eighteen hundred and thirty-seven, and that the President be authorized by an instrument of writing under the corporate seal of the Company, addressed to the Auditor of State, to make surrender of said right accordingly. And whereas, the Board of Trustees of the Ohio Life Insurance and Trust Company, at a meeting held on the 21st day of June, A. D. 1836, having under consideration the said resolution of the Stockholders, at their meeting held on the 20th inst., declaring their consent to the proposition contained in the said act, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, it was, by the said Board of Trustees, *Resolved*, that the President be authorized by an instrument of writing under the corporate seal of the Company, addressed to the Auditor of State, and upon the consideration contained in the said act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, to make surrender of the right conferred by the Charter of this Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July, eighteen hundred and thirty-seven.

Now, therefore, be it known, that the Ohio Life Insurance and Trust Company, in pursuance of the said act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, and of the resolutions and proceedings of the Stockholders and Board of Trustees aforesaid, and upon the consideration contained in the said act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the circulation of small bills," passed March 14th, 1836, do, by this instrument of writing, make surrender of the right conferred by the Charter of the said The Ohio Life Insurance and Trust Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July eighteen hundred and thirty-seven.

L.S.

In Witness Whereof, The Ohio Life Insurance and Trust Company, have caused the corporate seal of the Company, to be affixed to this instrument of writing, and the same to be attested in their behalf, by their President and Secretary, at Cincinnati, this the 22nd day of June, A D. eighteen hundred and thirty-six.

(Signed,)

M. T. WILLIAMS, *President.*

SAML. R. MILLER, *Secretary.*

EXHIBIT C.

Statement of the amount of capital of the Ohio Life Insurance and Trust Company, loaned in each county, on the 31st day of May, 1851, and taxes assessed thereon, for the year 1851, as furnished to said Company by the Auditor of State.

Statement showing the amount of Capital of the Ohio Life Insurance and Trust Company, as loaned on the last day of May, 1851, *and Taxes and assessed thereon, made for the year* 1851.

COUNTY.	LOANS.	TAX.	COUNTY.	LOANS.	TAX.
Allen,	7,785	90.82.5	Lorain,	14,572.20	148.63.4
Ashtabula,	4,200	35.70.0	Logan,	10,669.30	123.74.8
Athens,	500	5.41.0	Lucas,	14,781	290.15.0
Auglaise,	500	6.75.0	Miami,	24,378.10	221.84.0
Brown,	7,600	46.89.6	Madison,	13,063.64	100.00.2
Butler,	150,453	1281.74.4	Marion,	27,031.18	270.31.0
Belmont,	6,226.40	149.10.0	Morgan,	2,650	No return.
Cuyahoga,	99,364.60	1401.03.2	Monroe,	4,600	49.00.0
Coshocton,	5,210.50	43.77.2	Montgomery,	58,582.67	503.04.7
Columbiana,	20,200	161.60.0	Muskingum,	6,550	64.74.0
Carroll,	19,467	174.06.7	Medina,	1,85[illegible]	15.80.1
Clinton,	20,400	191.36.0	Mercer,	6,326.41	No return.
Clermont,	42,840.52	308.25.5	Ottawa,	500	do.
Clark,	54,400.32	519.08.4	Paulding,	1,700	22.67.8
Champaign,	51,365.77	248.46.0	Pickaway,	61,300	506.42.3
Crawford,	3,453.50	29.00.5	Preble,	20,900	167.20.0
Delaware,	6,550	60.26.0	Portage,	30,488.28	243.91.2
Darke,	12,550	124.30.4	Perry,	1,750	14.56.1
Erie,	4,260	35.35.8	Ross,	24.214,69	260.30.0
Fairfield,	27,415.37	285.71.9	Richland,	11,025	222.70.5
Franklin,	94,208.40	1014.14.9	Sandusky,	8,841.74	115,73.8
Fayette,	1,300	No return.	Shelby,	7,335	99.75.6
Geauga,	2,650	8.90.9	Scioto,	7,400	102.30.4
Gallia,	4,465	44.65.0	Seneca,	47,503	410.90.0
Greene,	64,020	403.32.6	Starke,	73,534.71	604.45.0
Guernsey,	1,820.95	13.93.0	Summit,	700	6.93.0
Huron,	14,223.03	139.39.5	Trumbull,	2,100	15.40.0
Hamilton,	494,308.22	7414.61.9	Tuscarawas,	36,890	283.68.4
Hardin,	2,180	34.44.4	Union,	7,145	80.02.4
Harrison,	27,455	205.46.0	Van Wert,	3,300	61.74.3
Holmes,	13,600	113.29.8	Vinton,	1,000	9.81.6
Henry,	2,700	No return.	Wayne,	14,100	130.43.0
Jefferson,	6,250	66.08.8	Williams,	4,019	70.36.8
Jackson,	1,000	No return.	Wood,	5,546.49	No return.
Knox,	35,842	354.83.5	Warren,	76,768,67	683.23.7
Lake,	1,300	15.08.0	Washington,	5,274.43	61.17.8
Licking,	1,475	14.31.6	Pike,	2,500	45.32.9

Treasurer

vs

Trust Co

Replevin

Filed Nov 22 1853
James Lee clerk

No 8

Replication of The state of Ohio ex Rel of Joshua Marshall Treasurer of Mion County in the state of Ohio, to the answer of the Ohio Life Insurance and Trust Company.

The said State of Ohio on relation of Joshua Marshall Treasurer of Mion County Ohio now comes and replies to the said answer says the matters and things therein set forth are not true, and the matters and things in said Bill of Complaint are true and prays as in said Bill he hath already prayed

By Curry & Robinson
Deft's Sol'rs

Ohio Life Insurance & Trust Co.
Cincinnati May 31st 1851

To the Auditor of
Union County Ohio

Sir

Protesting against all lawfull right to require of this Company any statement of the amount of its Loans of Capital in your county, for taxation, I hereby advise you the amount of such Loans is $7145 at the date hereof, as appears from the books of said Company

C. Stetson President

Charles Stetson, President of the Ohio Life Insurance and Trust Company, being sworn, says the above statement is true, to the best of his knowledge and belief

C. Stetson Pres.t

Sworn to, and subscribed before me, this 31st May 1851

J Burnet Jr

Notary Public within & for
Hamilton County, Ohio

Auditor office Union Nov. 21st 1853

I hereby certify the above to be a correct copy of the returns made by the President of the Ohio Life Insurance & Trust Company, to this office for the year A.D. 1851

Joseph Newlove Aud. U.C.

Abstract of the amount of taxes assessed against the Ohio Life Insurance & Trust Company, on their Loans of Capital in Union County Ohio - as the same stands charged on the duplicate of taxes - for said Union County for the year 1851 and levied, against said Company, in pursuance of an act of the Ohio Legislature passed March 21st 1851

		Tax
Amount of Capital as reported in this County	$7145 -	$80.02.4

I. Andrew M'Neil Auditor of Union County, Ohio certify that a Duplicate of said taxes was made out according to law & by me given to C. Lee Treasurer of said County on the Eleventh day of August A.D. 1851

Auditor Office Marysville
August 15th 1851
Andrew McNeil Aud U.C.O

That the said taxes of $80.024 was returned delinquent by C. Lee Treasurer of said County, & put in the hands of the Prosecutor for Collection, that said delinquencies are duly certified to & sworn to before me by said C. Lee Treasurer this 6th day of Feby 1852
Andrew M. Neil Aud U C O

Auditor Office Union Co Nov 21st /52

I Joseph Newlove Auditor of Union County Ohio Certify the above to be a correct abstract from the records duplicate of Union County for the year 1851

Jos. Newlove Aud. U.C.O

The State of Ohio by
Joshua Marshall Treas
urer of Mon County Ohio

vs

The Ohio Life Insurance
and Trust Company
et als

Pre for Subpoena

Filed Oct 30 1852
James Irwin Clerk

C & R

The State of Ohio
By Joshua Marshal Mag.
of Mon County Ohio

vs

The Ohio Life Insurance & Trust Company
et al

In Mon Com. Plea
In Chancery

Issue subpoena for
Richard C Judy. Milson Rud.
Andrew J Alden. to the sheriff of Mon
County. for Martha Galloway to sheriff in Greene County
Ohio. David Mitchell Jr to sheriff of Franklin County
Ohio. and The Ohio Life Insurance and Trust Com=
pany to sheriff in Hamilton County Ohio
to the clerk of Terry & Palmer
Mon Common Plea Sol.rs for Comt.lt
October 20th 1852

The State of Ohio by
Joshua Marshall
Treasurer of Union
County Ohio
vs
The Ohio Life Insurance
and Trust Company
et als

Filed Nov 10, 1852
James Lyon Clerk
No 3
X

Curry & Robinson
Attys for Pltff

O. Marsh Serves as Summons
Followed by copy of petition
Issued Nov 9th Service Nov. 10th
1852 to William Hall
Fees Serves 35
1 copy 20
Mileage 5
1.00

The State of Ohio, Union County, ss:

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

We command you to summon

The Ohio Life Insurance & Trust Company
Richard L Indy. Andrew J Alden, Wilson Reed
Martha Galloway & David Mitchell Jr

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

The State of Ohio by the Relator Joshua Marshall Treasurer of Union County Ohio

and this they 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 30th day of October A. D. 1852

James Turner Clerk of Common Pleas.

Filed Nov 16 1852

James Lunt Clk

No 6

Know all men by these presents that we James Turner John Cassil & Thos Brown are held and firmly bound unto the Ohio Life Insurance and Trust Company in the penal sum of five hundred dollars, to the payment of which well and truly to be made to the said Company, we bind ourselves our heirs, and administrators forever, sealed with our seals this 16th day of November 1853

The condition of the above is such that whereas the said James Turner has this day been appointed by the Court of Common Pleas of Union Co. Ohio, a Special Receiver, to collect and receive all interest that is now due and to become due to said Company by persons now indebted to said Company, as well as the persons now parties to the suit in Chancery in said Court, brought by the state of Ohio, on relation of Joshua Marshall Treasurer of said County, against said Company and others; to keep & pay over under the order of this court the same.

Now if the said James Turner shall faithfully receive and pay over according to law all money that shall come into his possession as said Receiver, then this obligation shall be void, otherwise to remain in full force and virtue in law

James Turner (Seal)
John Cassil (Seal)
Thos Brown (Seal)

The State of Ohio by
Joshua Marshall
Treasurer of Union
County Ohio
vs
The Ohio Life Insurance
and Trust Company
et als

1852 November 4th
Served a copy of this writ
Personally on Charles Stetson
President of the Ohio Life
Insurance and Trust
Company, also a copy
of the notice for Injun
=ction hereto attached
and not found as to the other Defendants
S Aff fee C M Smith
$1.00 Shff
Curry & Robinson
Atty for Plff

Filed Nov 8 1852
James Irwin Clerk
No 34

The State of Ohio, Union County, ss:

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

We command you to summon The Ohio Life Insurance & Trust Company Richard L Judy, Andrew S Alden, Wilson Reed, Martha Galloway & David Mitchell Jr

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 The State of ohio by the Relator Joshua Marshall Treasurer of Union County ohio

and this they 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 30th day of October A. D. 1852

James Turner Clerk of Common Pleas.

The State of Ohio, Treas &c

v

The Ohio Life Insurance &c

Notice for Injunction

The State of Ohio by the
relator Joshua Marshall
treasurer of the county of
Miami in state of Ohio

vs.

The Ohio Life Insurance and
Trust Company et als

In Chancery
Miami County Common Pleas
Court. November Term 1852

The Ohio Life Insurance and Trust Company will take notice that the complaimant in this case will make application to said court of Common Pleas in the county of Miami in state of Ohio, on the 12th day of November 1852, or as soon thereafter as the same can be heard, for a decree of injunction, enjoining them from collecting, receiving, or attempting to collect any money due them from Richard S Judy Andrew S Alden, Wilson Reed, Martha Galloway and Daniel Mitchell jr, and from collecting, receiving or attempting to collect any part of the interest due or that shall become due from said persons, on any money due said Company by said persons; also that a special receiver be appointed by said court to collect and receive all interest that is due and that may become due them from said persons, or so much thereof as shall be necessary to pay the tax assessed against said Company on the County duplicate of said County for the year 1851 and the interest and penalty due for the non payment of the same, and to apply the interest so collected to the payment of the tax interest and penalty, under the order of said Court

October 30th 1852

By Curry & Johnson
Attys for Complainant

The State of Ohio, by the relation of Joshua Martin Treas. of Mer. Co. Co.

v

The Ohio Life Insurance & Trust Company et als

Notice for Injunction

Filed Nov 9 1852

James Stone Clerk

No 4

Original

Served this writ by delivering to Andrew S Alden ~~a copy~~ true copy of this writ November 3d 1852 Served this writ by delivering to Richard L Auchy a ~~copy~~ true Copy of this writ November 6th 1852 Served this writ by delivering to Wilson Reed a true Copy of this writ November 8th 1852

Fees Mil use	80
Fees	75
Copies	90
	2.45

William L Martin Sheriff

The State of Ohio by the
Relator Joshua Marshall
Treasurer of the County of
Miami in State of Ohio

vs

The Ohio Life Insurance and
Trust Company et als

In Chancery

Miami County Common
Pleas Court
November Term 1852

Wilson Reed, Andrew
S. Alden and Richard

Sirs You will take notice that the Complainant will make application to said court on the 12th day of November 1852, or as soon thereafter as the same can be heard for a decree of injunction enjoining them from paying to the Ohio Life Insurance and Trust Company, any money which they now owe said Company; also from paying said Company any interest now due or that shall become due to said ~~Company~~ Company in money by them owed to said Company; also that they be ordered by said Court to pay the interest due and to become due said Company, to the Receiver, which shall be appointed for the purpose of receiving the same and paying the same to the Treasurer aforesaid, to discharge the tax, interest and penalty due said Treasurer from said Company

October 30th 1852

By Curry & Robinson, Attys for Complainant

Sheriff of Green Co. please hand the paper marked "Copy" to Martha Galloway, of the contents with the original and make return on this of the manner and time of service

Curry & Robinson

Maid service on Martha Galloway by leaving a true copy at her usual place of residence November 8th A.D. 1852

fees services 35
1 copy 20
mileage 5
060

L. Wilkins Shff G.C.

Notice to M. Galloway for Injunction

Original

Filed Nov 10 1852
James Quinn Clerk

Copy

The State of Ohio by the relator Joshua Marshall Treasurer of the county of Union in the State of Ohio

v

The Ohio Life Insurance and Trust Company et als

In Chancery
Union County Common Pleas Court. November Term 1852

Martha Galloway Administratrix of James Galloway dec'd Will take Notice

that the complainant will make application to said court on the 19th day of November AD 1852, or as soon thereafter as the same can be heard, for a decree of injunction, enjoining her from paying the Ohio Life Insurance and Trust Company, any money which she owes said Company, and from paying any interest now due and to become due, to said Company by said Martha Galloway as administratrix or any money due said Company; Also that she be ordered to pay the interest due and that shall become due said Company or any money owing by said administratrix to said Company, to the receiver, who shall be appointed for the purpose of receiving said interest and paying the same to the Treasurer aforesaid, in discharge of the tax, interest and penalty due said Treasurer &c

October 30th 1852

By Curry & Robinson Attys for Complainant

Chancery Case File

Case No. 1852-CH-0041

No. 52-CH-41

Union Common Pleas Court.

Cyrus Larcum
Plaintiff,

AGAINST

Andrew Henninger
Defendant.

NOV TERM. 1853

Dismissed

Journal 5 Page 278

Record No. No Record. Page

Ex. Doc. A Page 412

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

20

Cly ~~5 2~~ 37,28

Cyrus Lorenz

vs

Andrew Hunter

Judg for Ctf

cert bill

made

No Rec'd

22
6
43
120
47
2,38

Union Com. Pleas

Cyrus Larcom

vs.

Andrew Baminger Dale

Bill in Chancery –

Filed Nov 9th 1852

James Lyons Clerk

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

Your Petitioner Cyrus Searcom respectfully represents that some time about the month of May A.D. 1850 your petitioner executed to Andrew Heminger two promissory notes for the payment of $150 each by your petitioner to the said Andrew, and made payable on the first day of December A.D. 1852 with interest thereon. That with the intention of promptly paying up the said notes even before the same should actually become due and payable, your petitioner sent the amount of money then due on the said two notes, by his father Levi Searcom to be paid to the said Andrew Heminger; and accordingly on the 8th day of November (instant) 1852, and paid to the said Andrew Heminger the sum of three hundred & forty three dollars and sixty five cents $343.65 in full of the amount due on both of the said notes principal & interest, which was then in the said County of Union received by the said Heminger in full, as all there was due on the said notes as the full amount thereof, and the said notes were then & there to be given up to be Cancelled.

Your petitioner further represents that through some mistake or forgetfulness the said two notes after they were so paid up and satisfied, were left at the house of the said Andrew Heminger; and the said Andrew Heminger and Nancy Heminger his wife have wrongfully taken possession of the said notes, and now wrongfully and unjustly keep possession thereof and refuse to give up or surrender the same to your petitioner. The said Andrew & Nancy now threaten to use the said notes for their own benefits, and again compel your petitioner at some future day to pay the same notes again; notwithstanding they had

been fully paid up aforesaid, and should be given up and Cancelled.

Your petitioner further represents that, in order to prevent any suit or difficulty in relation to the said notes, your petitioner sent his father Levi Lacoom to the said Andrew Heminger and Nancy Heminger in a friendly manner afterwards, to wit November A.D. 1852, and requested and demanded of them said Andrew & Nancy should peaceably surrender and give up the said notes to your petitioner; with which reasonable request the said Andrew & Nancy utterly refused to comply; and refused, upon such friendly request, to give up the said notes; but on the contrary thereof, threatened that at some future time they would compel your petitioner to pay the said notes over again, and for that purpose would would withhold the same from your petitioner.

Your Petitioner further represent that the said notes so withheld are in the possession and keeping of the said Nancy, but with the knowledge & consent of the Andrew, who pretends to keep the same for her own use and benefit.

Your petitioner fears that at some future day the said Andrew or Nancy or both of them will negotiate the said notes, or by suit compell your petitioner to pay the ~~said~~ notes again, when your petitioner shall have lost his evidence of the fact that he has fully paid the said notes principal and interest.

Your petitioner therefore prays that the sd Andrew Heminger & Nancy Heminger be made defendants hereto by due process of sub-poena & answer under their respective oath all & singular the premises.

That the sd defendants be enjoined from negotiating or disposing of the sd notes to any other person; & that they be compelled by an order & decree of this Court to surrender & give up the sd notes to be cancelled.

And that your petitioner have such other & further relief in the premises as may seem to this Court to be agreeable to equity & good conscience.

And your petitioner will ever pray &c.

Powell & Buck,
Sols. for Petitioner.

Filed Nov 9 1852
James Lowry Clerk

Cyrus Learcow
vs
Andrew Heminger &
Nancy Heminger

Union Com. Pleas
November Term 1852
In Chancery.

Clerk will issue a subpoena
November 9. 1852.

Clerk will in this case
returnable forthwith.
Powell & Buck.
Sols for Complts.

Andrew Henninger
ads
Cyrus Laremer

Answer

Filed June 22 1853
James Turner Clerk

JWR

The separate answer of Andrew Hemmigen one of defendants to the Bill of Cyrus Larcum Complainant

The said Andrew Hemmigen now comes and for answer to the said Bill of the said Cyrus Larcum says that he admits it to be true that two promissory notes were executed and delivered ~~the same~~ to this respondent as alleged in said Bill of complaint; that afterwards and before the same became due this respondent sold the same to Ezekiel Hammond; that it is not true that ~~Levi~~ Larcum or any one for said complainant ever paid this respondent any money on said notes, but it is true that said Levi Larcum paid said notes in full to said Ezekiel Hammond, and the said Levi then brought said notes and the title bond for the sale of certain lands for which said notes were made, and this respondent executed and delivered a deed to said complainant for said land and said notes and title bond were left in the possession of this respondent, by the said Levi; that afterwards the said Levi came back and wished to get said notes and this respondent told him that the notes would be given up when Cyrus Larcum would come, after that this respondent wished to see him, but this respondent denies that he or the said Nancy Hemmigen threatened to negotiate or sell said notes or that they would collect said notes again, and it is false that this respondent or said Nancy had then or ever had or have now any intention or desire to make any use of said notes to the injury of said complainant or for their own benefit

that afterwards to wit in November A.D. 1852 the said Complainant sent his brother Daniel Larcum as his agent to this respondent and said agent then at the Town of Newton agreed with this respondent that if he would bring said notes down to Newton and deliver the same to Anson Darrow, to be by him delivered up to said Daniel for said complainant, that this suit should be withdrawn by the complainant and all difficulty ended, that this respondent in pursuance of that agreement did at the time agreed upon deliver up said notes to said Darrow to be by him delivered up to said Daniel for said Cyrus and this respondent verily believes the said notes were delivered to said Daniel by said Darrow for said Cyrus & that said Cyrus has now the possession of the same. This respondent denies positively any and all intention of fraud which is charged upon him and said Nancy and denies positively that he or the said Nancy has possession of said notes or either of them, or that they have any claim upon or to them or either of them, and hence prays to be hence dismissed with his costs

By James W. Robinson
Solr for Deft

The state of Ohio Muskingum County ss
I, Andrew Heminger being duly sworn depose and say that all the several matters and things which are stated 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

Andrew Heminger

sworn to and subscribed before me this 22 day of June 1853 James Dunn Clark

Cyrus Larcum
vs
Andrew Hemniser
Nancy Hemniser

Filed Nov 13 1852
James Dunn Clerk

Powell & Buel
Attys for Pltff

Recd this writ November 13th 1852
By Levy at the residence of Enoch
the within named defendants a certain
Cow & Calf
November 13th 1852 Fees Mileage 60
Levy 50
40
Copy 1.50
William A. Maier Shff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

Andrew Heminger &
Nancy Heminger

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 by

Cyrus Larcum

and this they 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 9th day of Nov A. D. 1852

James Turner Clerk of Common Pleas.

No. 52-CH-42

Union Common Pleas Court.

John McCahellexel
Plaintiff,

AGAINST

C. P. Ind. RR Co
Defendant.

JUN TERM. 1854

JUN TERM. 1854

April 1854

DECREE FOR PLAINTF

Journal 5 Page 305

Record No. 7 Page 1

Ex. Doc. A Page 453

No 24

C Ley ~~C 2~~ ~~XX~~ ~~3~~

John Mitchell
et als
vs
Cal Pigna & Inc
R Road Company

Cert Bill made
Record

Recorded

The State of Ohio Union County ss

In open Court of the Court of Common Pleas of Union County O personally appeared John Mitchell & William Winget within named and made solemn oath that the matters set forth in the within bill as stated from the information of others they believe to be true and that all the other matters in said bill stated are true in substance and fact.

John Mitchell
Wm Winget

Sworn to and Sub'd
in open Court Nov 9.
1852

Lancas Somers Clerk.

Union Co Pleas
John Mitchell
et al
vs
Colo Pryor & Ex
Rec Court
et al

Gen Subpy to
Chapin & Mills &c
Sd

Filed Nov 9th 1852
Lancas Somers Clerk

No 1

Copied
Recorded

To the Court of Common pleas of the County of Union in the State of Ohio, in Chancery sitting

Your Orators John Mitchell, Martin Ballou, William Wright, John Smith and more than fifty other persons resident voters, holders of real estate in, and tax payers of the township of Union in said County and too numerous to be made parties complainants herein, represent, and the said Mitchell Ballou Wright and Smith for themselves and in behalf of said persons, resident voters, real estate owners and tax payers of said township above mentioned represent:

That on or about the 23 day of May in the year 1851, The Columbus Pigua and Indiana Rail Road Company a corporation duly incorporate and organized under the laws of the State of Ohio by its officers and agents, and the trustees of said township of Union in said County, combining and confederating together to raise money for the use of said Rail road Company and under the pretence that they had authority so to do, gave notice, or caused notice to given that a vote would be taken on 25th June 1851 by the voters of said township to determine whether said township by its trustees would subscribe for ten thousand dollars of the stock of said rail road Company. On said 25th June 1851 ~~the~~ some of the voters of said township assembled and voted; and the forms of voting declaring the result &c was gone through; and the trustees under the pretence that they were authorised to do so on or about the 9th day of July AD 1851 subscribed for ten thousand dollars of the stock of said rail road Company and issued on said 9th July bonds purporting to be the bonds of said township for the payment of said principal with interest &c.

To raise the interest &c payable by the terms of said bond a tax has been assessed upon the duplicate of said township & County and upon the lands and property of your Orators and those in whose behalf this bill is filed as aforesaid and the Treasurer of the County insists upon the collection of the same for the current year 1852.

Your Orators and the said persons in whose behalf this bill is filed are the owners severally of real estate in said township of Union, liable to taxation, and said tax to pay interest &c on said bonds &c has been assessed upon their property and real estate for said current year.

There was no law which authorised said vote and the whole proceeding, from its inception to its consummation

by said trustees, county officers and rail road company were unauthorised and void, as your Orators are advised by counsel and verily believe

Your Orators and those in whose behalf this bill is filed are ready and willing to pay their legal assessments and taxes and their taxes as assessed for the current year except the tax growing out of and assessed on account of said ten thousand dollars subscription and said bonds issued for the same; and your orators have tendered to the Treasurer of said County all their taxes legally assessed as aforesaid; but said Treasurer refuses to receive the same, unless your Orators will also pay said illegal assessment; so that your Orators are compelled either to pay said illegal assessment or suffer their farms to be sold by the state for taxes and thus throw a cloud over their title; and also subject themselves to forfeitures and penalties in the premises

The County of Union by their commissioners, previous to the year 1851, had subscribed for the stock of said rail road company, and also for stock in other rail roads passing through said County.

Your Orators and those in whose behalf this bill is filed are remediless in the premises at law; They pray that said rail road Company, Andrew McNeal the auditor of Union county Joshua Marshall the Treasurer of said county, and the trustees of Union township in said County William Pifer Robert D Reed and ~~James Miller~~ John F Crabill be made defendants to this bill; ~~that said Rail Road Company be decreed to ordered~~ and answer the premises as if particularly interrogated; that said bonds be ordered delivered into Court and cancelled; that said subscription to stock be cancelled; that the said officers of the County be perpetually enjoined from the collection of said tax illegally assessed as above mentioned; and in the mean time a provisional injunction be granted restraining said officers from the collection of said illegal tax &c and that your Orators &c may have such other and further relief as the court may deem meet. Subpoenas prayed &c

Wm T Andrews
Solr for Complts.

Writ of Complaint

John Mitchell
vs
Abel Pizer & Robert
et al

Subpoena

Filed Nov 11th 1852
James Turner Clerk

No 2

Recorded

Vol 4 Ind Dec

Served this writ by delivering to Andrew McNeal Auditor of union County and Joshua Marshal Treasurer of union County, Each a certified copy of this writ November 10th 1852 Served this writ by delivering to Robert D Rea a certified a certified copy of this writ November 10th 1852 Served November 11 1852 by delivering to John D Larlin a certified copy of this writ Served this writ by leaving at the residence of ~~Andrew Pizer~~ Jacob Pizer a certified copy of this writ November 11th 1852

Fees Mileage	75
Fees	1.15
Copy	1.50
$	3.40

William G Maxwell Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon the Trustees of Union Township, in said County: to wit William Pipes Robert S Reed and John H Cotton; also the Auditor of Union County Andrew McNeal; also the Treasurer of Union County Joshua Marshall

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 Mitchell and others: the said Complainants Mitchell & others will on Saturday next at 9 O'C. Am. or as soon thereafter as Counsel can be heard move said Court for an injunction to restrain the officers of Union County from collecting a tax to pay interest &c on account of the subscription &c of the trustees of Union township of $10000 to the stock of said Rail Road company

and this you 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 9th day of November A. D. 1852

James Turner

Clerk of Common Pleas.

John Mitchell
v
Col. Ind. & R.R. Co
et al.

Filed Nov 16th 1852
James Irvin Clerk

Subpoena

Served the within writ by copy delivered to James Ellerinder, who is subject in the office of the within named Company in Urbana Ohio, & delivered in said office
Nov 12th 1852
A. F. Spence
Sheriff

Sheriff's fees { Writ 35
Copy 25
Mileage 5

No 8

Recorded
Evan T. Andrews

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Champaign Greeting:

We command you to summon The Columbus Piqua and Indiana Rail Road Company, impleaded &c

if it may be found in your Bailiwick, to be and appear before the Court of Common Pleas of ~~said~~ the 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 and others by John Mitchell and others; The said complainants Mitchell & others sued on Saturday next at 9 O'C. Am or as soon thereafter as Counsel can be heard now said court for an injunction to restrain the officers of Union County from collecting a tax to pay interest &c on account of the subscription of the trustees of Union township of 10000$ to the stock of said Rail road company.

and this you 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 9th day of November A. D. 185 2

James Turner Clerk of Common Pleas.

Bond

Filed November 22 1852
James Lumon Clerk

No 4

Recorded

Know all men by these presents that we. William Winget and Philip Snider are held and firmly bound unto the Columbus Piqua and Indiana Rail Road Company in the sum of one thousand dollars to the payment of which well and truly to be made to said company we bind ourselves, our heirs and administrators sealed with our seals this 22d day of Nov. 1852

The condition of the above is such that whereas William Winget, John Mitchell, Martin Ballard John Smith and others residents of Miami township in said county obtained an allowance of an injunction against said company and Joshua Marshall Treasurer of said county, enjoining said company and said Treasurer from collecting a certain rail Road tax described and set forth in the Bill of complaint of said persons filed in said court on the 9th day of November 1852.

Now if the said William Winget and Philip Snider shall pay all moneys and costs which shall be decreed against them and said said John Mitchell, Martin Ballard & John Smith in case said injunction shall be dissolved, then this obligation shall be void, otherwise to remain in full force and virtue in law

Wm Winget (Seal)
Philip Snider (Seal)

Approved this 22d day of Nov. 1852
by me James Lum Clerk

Ulme - Co

Joh Mitchell
et al
v
C. P. & Ind. RR

Mem -

Jan – 1857. Vote taken in Union Township Union Co for Subs to Columbus Piqua & India R.R. $10,000

Subscription made.

Justus Wm Piper
Robt D Reed
Jas Miller Dont sit

Same trustee now –
Chuks
taxed assessed –

John Michael
Martin V Ballou Ballou
Wm Wright
John Smith –
and forty others

real Estate owners –
Andrew (Wm) McNeal, Auditor –

Joshua Marshall

Election held on the 25th of June 1857

Bonds issued on the 9th of July 1857

Union Coon Blues

John Mitchell
Capt
Col Pizzini & Lt RDR
Capt

Stephens

Owen & Andrews

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon the Trustees of Union Township of said County to wit William Piper Robert D Reid and John F Sabin also the Auditor of Union County Andrew McNeal; also the Treasurer of Union County Joshua Marshall

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 Mitchell and others; the said Complainants Mitchels and others will on Saturday next at 9 o'C Am. or as soon thereafter as counsel can be heard move said court for an injunction to restrain the officers of Union County from collecting a tax to pay interest &c on account of the subscription & a of the Trustees of Union Township of $10000 to the stock of said Rail Road Company

and this you 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 9th day of November A. D. 1852

James Turner Clerk of Common Pleas.

Seal

I certify the above to be a true copy of the original writ William C Mason Sheriff

Chancery Case File

Case No. 1852-CH-0044

No. 52-CH-44

Union Common Pleas Court.

Sarah Reynolds
Plaintiff,

AGAINST

A A Woodworth
Defendant.

MAR TERM, 1853

Dismissed

Journal 5 Page 202

Record No. Page

Ex. Doc. A Page 298

No Record

The J. D. Smith Co., Springfield, Ohio.

87
6
522
3
1566
87
10266
1

6
16
25
4
30
47
128
1

Cly 50

Sarah Reynolds

vs

A A Woodworth

Costs Paid

No Record

Union Co. Ills

Sarah Reynolds
v
A. A. Woodworth

Pet in Chancery

Issue a sub. for Ann-
hel. A. Woodworth

Cole & Porter

Filed Nov 16 1854
James Dixon Clk

Cole & Porter

A. — Comes
Oath, & ex-
p. aff. finding
the defdnt
in default

Cole & Porter
Solors

and further relief in the premises as to
your honor shall seem meet. and
the state ever pray &c

To the Honorable the Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery sitting

Respectfully represents unto the Court your Orator, Sarah Reynolds of the County aforesaid, that one Elisha Reynolds, the father of your Orator, on or about the ninth day of October AD 1842 executed his last will and testament and afterwards about the spring of 1843 departed this life leaving (amongst others) the following persons, beside your Orator his heir at law and legal representative to wit Sophia Reynolds his widow (who has since intermarried February 28th 1847 with one Jurney Hemenway of the County aforesaid) and Martha Dine his daughter; your Orator further represents that said Elisha Reynolds, in and by his said last will and testament, willed that the homestead farm remain unsold for ten years, and that the same be rented out from year to year during the ten years, to good careful hands, and that the rent sufficient to maintain your Orator, (as well as the said Sophia his widow, and the said Martha Dane) should be paid over to said Sophia his widow for that purpose, and that the said Sophia his widow, said Martha Dane and your Orator occupy his dwelling house during the ten years unless the said Sophia

his widow money and in that case that she leave his farm and that the same be sold as soon as possible and the money be distributed amongst the heirs, as will more fully appear reference being had to said will; your Orator further represents that said Sophia his widow and Asahel A Woodworth, were appointed administrators, with the will annexed of Elisha Reynolds deceased by the Court of Common Pleas April term AD 1843; your Orator further represents that the said marriage of said Sophia operated as an extinguishment of her authority as administratrix as aforesaid, according to the statute in such case made and provided, leaving the said Asahel A Woodworth, (and whom your Orator prays may be made party defendant to this Bill) sole administrator of Elisha Reynolds as aforesaid; your Orator further represents that the said Sophia (before her said said marriage) and said Woodworth, administrators, with the will annexed as aforesaid, rented the farm aforesaid; and the said Woodworth, after the marriage of said Sophia, rented said farm and ~~manuturned~~ paid to your Orator agreeable to said will so far as the rent ~~extended~~ until the years AD 1844 and 1850, ~~your Orator further~~ ~~that after the said marriage of said Sophia~~ she one half of said rents, until the years 1849 & 1850 and the years that said one half by [illegible] not sufficient to [illegible]

tain son, said Sophia after her marriage just being entitled to, nor claiming any part thereof, nor did said Sophia receive the same under the trust to be paid over was monitored by her said husband, without the said rent or any part thereof being paid over to her for that purpose; your Orator further represents that the rent of said farm including a store house, which was a part and parcel of said farm, in the year A.D. 1850, amounted to one hundred and fifty five dollars, and that the rent of the said store house, alone in year A.D. 1849, amounted to twenty dollars in all one hundred and seventy five dollars was received by said Woodworth, administrator as aforesaid in trust for your Orator and said Martha Lane, and that one half of that rent, to wit eighty seven dollars and fifty cents, is the amount of said rent, which said Woodworth should in justice pay over to your Orator, but which he refuses and neglects to do, your Orator therefore prays process of subpoena against the said Isabel A Woodworth, administrator as aforesaid, that he may 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 as fully and particularly as if the same were here repeated, and the said Isabel A Woodworth distinctly interrogated thereto; and that on the final hearing the said Woodworth shall be decreed to pay to your Orator what shall thus appear to be just and equitable, and due to your and that your Orator may have such other

Sarah Reynolds
vs
Asahel A Woodworth

Suit in Plaintiff

Filed Nov 16th 1852
James Lyons Clerk

405

Cole & Porter
Attys for Plff

Issued Mittimus to Levy at the Residence of
Asahel A Woodworth Norman 16th 1852

Fees Mittimus 50
Levy 35
Copy 20
1,05

Wm. M. Allen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

Asahel A Woodworth

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 by

Sarah Reynolds

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.~~ Lyons Clerk of said Court, at Marysville,

the 16th day of November A. D. 1852

James Lyons Clerk of Common Pleas.

No. 52-CH-45

Union Common Pleas Court.

Naunah Sager
Plaintiff,

AGAINST

et al
Harrow Clements
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 274

Record No. 6 Page 387

Ex. Doc. A Page 394

The J. D. Smith Co., Springfield, Ohio.

Ny ~~54~~ 41

Hannah Sager
v
Harrow Clements
Perry Douglass

cert in Rice

cert bill made
Recon

Lunn $9.00

Malin 3,50
Jesse Geb 1,00
P Buck 1,00
David Beard 1,00
15,50

and that reasonable Dower in said premises may be assigned to your petitioner, and that she may have such other and further relief in the premises as shall seem equitable

By Curry & Robinson
her Solicitors

Issue subpoena for Farrow Clemens and Perry Douglass

Curry & Robinson
Solrs for Petr

To the Clerk of
Mun Common Pleas
Nov 17th 1852

Hannah Sager
vs
Farrow Clemens &
Perry Douglass

Pet. for Dower

Filed November 17 1852
James Lemon Clerk

(copies)

To the court of Common Pleas within and for the county of Union and state of Ohio, in Chancery sitting

Hannah Sager of the county of Kalamazoo in the state of ~~Ohio~~ Michigan represents that Frederick Sager late of the same county, departed this life on, or about the 27th day of August AD 1852 leaving Joseph Sager one of his heirs, and the petitioner his widow; That the said Frederick Sager, ~~during his 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 and described as follows to wit, being part of survey No 3686 Beginning at a hickory and elm on the upper side of Darby creek at the upper corner on said creek of Zacharia Notemans land, thence N 54 E 324 poles to a hickory and ash thence N 36 W 150½ poles to two beeches, thence S. 54 W 305 poles to a stake in the center of the road thence S. 21. E. 49 poles to a large sycamore in the creek aforesaid, thence with the meanders of said creek to the place of beginning containing two hundred and ninety five acres in which your petitioner is entitled to dower That on or about the 15th day of June AD 1848 the said Frederick Sager in his lifetime sold and conveyed said premises in fee to the said Joseph Sager of said county of Kalamazoo; that the said Joseph Sager afterwards to wit on the Eighth day of February AD 1850 sold and conveyed the said premises in fee simple to ~~the~~ Perry Douglass and Farrow Clemens who are now living in possession of the said premises; and that your petitioner has since requested the said Perry Douglass and Farrow Clemens to assign dower in said premises to your petitioner which they refused to do; your petitioner therefore prays that said Farrow Clemens and Perry Douglass may be made defendants to this petition, that they may answer the same

said Court of Common Pleas on the first day of their next term. and have you then there this writ

Witness James Downer Clerk of our said Court of Common Pleas.
this 29th day of August AD 1853
James Downer Clerk

Received this writ August 29th 1853
I have executed the within writ by the oaths of Jesse Gill Perry Buck and David Beard; three Judicious and disinterested men of the vicinity, not of kin to either of the parties interested and I return herewith the assignment of Dower to the said Complainant, and appraisement of the yearly value of the within premises: as within I am commanded
November 16th 1853

Fees Milage	60
Fees	1.00
Return	10
Commissioners fee	3.00
	$4.70

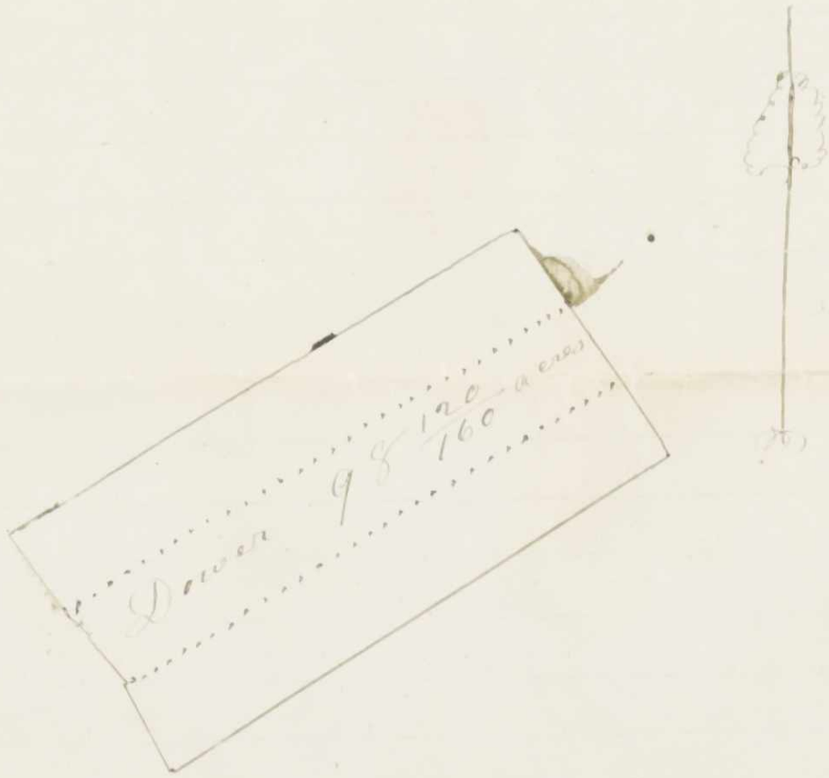
William C Martin Sheriff of W.C.O

Hannah Sager
vs
Horace Clemens
Perry Douglass

Writ of Dower

Filed Nov 17 1853
James Downer Clerk

No 2



Plat of the whole Survey
Dower described in the report,
by meles and bounds
D Beard Sur.

State of Ohio Union County.
We the undersigned Jesse Gill, Perry Buck and David Beard Commissioners, being duly sworn have set off and assigned to the within complainant as her Dower state in the premises named in the within order so much of the same as is contained within the following boundaries. Viz. Beginning at a stake on the bank of Darby Creek about two rods S. E. of a large Sycamore tree thence corrected the original course N 53 E to N 54 E 318 to a stake in the line of John Kents Witness White ash 10 links S. E. from the corner thence with said line S 36 E 50 poles to a stake, thence S 54 W 314 poles to a stake on the Bank of the creek thence N 40 W 50½ poles to the Beginning containing 98 $\frac{120}{160}$ acres and we do appraise the yearly value after deducting necessary expenses of the real Estate herein described at One hundred Dollars
This 11th day of November 1853.

Jesse Gill
Perry Buck
David Beard.

Jesse Gill 1 day
Perry Buck 1 day
David Beard, 1 day

The State of Ohio }
Union County ss } To the Sheriff of said

County Greeting, We commance you that without delay by the oaths of three Indicious disinterested men of the Vicinity who are not of Kin to either of the parties interested you cause to be set off and assigned Hannah Sager of Kalamazoo County in the State of Michigan Widow of Frederick Sager Late of said County deceased one full third Part of the following real estate Situate in the County of Union and State of Ohio. and described as follows. to wit Being part of Survey No 3686. Begining at a hickory and Elm on the upper side of Dorly creek at the upper corner on said creek of Zacharia Stoneman land. thence N 54 E 324 poles to a hickory and ash. thence N 36 W 150½ poles to two beches. thence S 54 W 305 poles to a Stake in the centre of the road. thence S 21 E 49 poles to a Large Sycamore in the creek. thence with the meanders of said creek to the place of Begining containing two hundred and Ninety five acres. 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 Hannah Sager is Petitioner and Fanny Clemens and Perry Douglass respondents. and that in like manner by the oaths of the same men you make a just and true apprais ment of the yearly value of said real estate after deducting necessary Expenses. and that your proceedings in the Premises you distinctly certify under your hand to our

Received this writ November 25th 1853.
By virtue of this writ on the 26th day of November AD 1853
I have delivered to the within named Hannah Sager
Possession of the premises within described:
Decem 5th 1853 Fees Milage 30
Fees 100
Return 5
1.55

William C Martin Sheriff

Received this writ Novemb 25th 1853
Returned 26th 1853
William C Martin Sheriff

Hannah Sager
vs
Hanson Clemens
Perry Douglass
Writ of Seizen

Filed Decr 5th 1853
James Lunn Clerk

No 3

The State of Ohio
Union County ss

To the Sheriff of said County greeting
We command you that without delay you
Cause Hannah Sager widow of Frederick
Sager, ~~dated~~, of ~~Columbus~~ Calamazoo County Michigan
dec'd, to have full and peaceable possession
of the following real Estate situate in the County
of Union and State of Ohio to wit being part
of Survey No 3686, beginning at a Stake on the
bank of Darby Creek about two rods S.E of
a large Sycamore tree, thence correcting the
original Course N 52 E to N 54 E, 318 poles to
a Stake in the line of John Kents land, witness
white ash 10 links S.E. from the corner, thence
with said line S 36 E 30 poles to a Stake, thence
S 54 W 314 poles to a Stake in the bank of the
creek, thence N 40 W 50½ poles to the begining
Containing 98 $\frac{120}{100}$ acres more or less, and which
by our Court of Common Pleas within and
for the County aforesaid was lately adjudged
to the said Hannah Sager for her dower
estate as widow of the said Frederick Sager
And of this writ make legal service & due
Return

Witness James Lum Clerk of our
said Court of Common Pleas
at Marysville this 25th day of
November AD 1853
James Lum Clerk

Filed Nov 25 1853
James Lee Clerk

Perry & Douglass
Farrar & Clements plaintiffs
against
Joseph Sager defendant } petition

Issue a notice to the defendant

To the Clk
Rutland Com Pleas
Nov 25 1853

Perry & Douglass
pltffs Attys

Hannah Sage
5 PB 146

Perry Douglas
Z Clemen

Pre for Mt

1 00
8 97
1 97
5 47
1 25
Filed Nov 25 1853
James Lum Clerk

1 55
16
4 60
1 15
5 91

James Lum
Wm G Brown

Hannah Sager
v
Harrow Clement
Perry Douglass

Pet for Dower
Amin Common Pleas

Issue Mit of possession
in this case

Cary & Adams
Attys for Petr

To the Clerk of
Amin Common Pleas
Nov 25th 1863

No. 52-CH-46

Union Common Pleas Court

John H. James
Plaintiff,
against
Norman Reed
Defendant.

JUN TERM 1853

Judg. vs Defendant
$197 ⅝

Journal 7-5 Page 303 246

Record No. Page

Ex. Doc. A Page 352

Cly ~~54~~ ~~57~~ ~~45~~
No ~~34~~ ~~24~~ 20

John H Jones

vs

Norman Reed

19

cost bill made
to June Term 1853

John H James

v

Norman Reed

Bill in Chy

Filed Oct 29 1852
Jas Turner Clerk

C H R

To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting

John H James of the County of Champaign and State aforesaid respectfully represents that Norman Reed of the County of Morgan in the State of Missouri (and whom your orator prays may be made defendant to this Bill) being, or pretending to be seized in fee simple, of a certain tract of land situate in said County of Union and described as follows Being part of Survey No. 4075 in the name of Benjamin Biggs, Begining at a Lynn Elm and Beech North west corner to said survey thence with the west line thereof S 10 E 28 poles, thence E. 6 poles, thence N 28 poles, thence west 6 poles to the begining containing one acre and eight rods; ~~and the~~ said Norman Reed being in want of two hundred and ninety dollars, he did, on or about the 16th day of June AD 1849 apply to one George Tutton of the County of Champaign aforesaid, to lend him the said sum of money to be secured by a mortgage upon said premises, that said Tutton did loan to said Reed sums aforesaid of money and the said Reed then executed his two several promissory notes payable to said Tutton or order, one for one hundred and forty five dollars eight months from the date last aforesaid, the other for one hundred and forty five dollars twelve months from the date last aforesaid, and also the said Reed then to secure the repayment of said sums of money with interest according to the tenor of said notes, by his deed duly ~~executed~~ and dated on the day and year aforesaid, conveyed the said premises to the said Tutton in fee simple, but subject nevertheless to a condition of defeasance, on the payment of the said sum of $145 eight months and $145 = twelve months from the date aforesaid according to the tenor and effect of said promissory notes, as in and by

said deed of Mortgage, a copy of which is herewith filed and made part of this Bill, will more fully appear

That afterwards, to wit, on or about tenth day of June AD 1850, the said Tutton assigned said notes and mortgage deed to your Orator, whereby the said Reed became bound to pay said sums of money to your Orator; That, at the time last aforesaid the said Reed having, by payments before made, reduced the sums aforesaid, down to two hundred and eight dollars and eleven cents promised by his written agreements, (a copy of which is herewith filed and made part of this Bill) to pay ten per cent interest on the sum last aforesaid as well as the principal of two hundred and eight dollars & eleven cents according to the tenor and effect of said notes and Mortgage deed; That said Reed has paid upon said notes as follows Eighty three dollars and ninety three cents December 6th AD 1849, and one hundred & sixty five dollars on the 23d day of June AD 1851. That no other part of said sums of money was paid by said Reed to said Tutton or to your Orator at the time limited in that behalf; whereby the legal title in said premises became vested in your orator, redeemable nevertheless in equity on payment of the principal and interest due and to become due thereon, that the sum of two hundred and twenty five dollars principal and ~~a~~ interest being due Your Orator applied to said Norman Reed and requested him to pay the same to your orator which he hath hitherto wholly neglected and refused to do

Your orator therefore prays the writ of subpoena may issue against the said Norman Reed, and that notice may be given him by publication, that he may be compelled to answer all and singular the premises, that an account may be taken of what is due to your orator, for his principal and

interest upon said mortgage, that said premises may be sold and the proceeds thereof applied to the satisfaction of said principal and interest; and that your Orator may have such other and further relief as equity and good conscience may require &c

By Curry & Robinson
Solrs for Plff

D A. P 352

Union Common Pleas.

John A. James

VS.

Norman Reed

Order of Sale

Judgment	$	197.00
Costs,	$	9.12
Increase of Costs,	$	20,64
This Order		10

Recorded

Filed July 7. A. D., 1860

Lafe Randall Clerk.

J. W. Robinson

Plaintiffs Attorney.

Rec'd this writ on the 16th day of May AD 1860, and on the 23 day of May AD 1860 I caused the within described premises to be appraised one hundred dollars by the oath of Robert Shark, Jurors and I W Timmins three disinterested freeholders resident in union county and I advertised the within described premises for sale for at least thirty days in the Marysville Tribune a newspaper published and in general circulation in union county; and afterwards to wit on the thirtieth (30) day of June 1860 at the door of the court house in Marysville between the hours of 10 o'clock AM and 4 o'clock PM on said day that being the time & place named in said advertisement I offered for sale said estate for sale at public out cry & then and there struck off said real estate to Lot W. Robinson for the sum of $66.64 cts that being the third & highest bid & the highest & best bidder therefor & the purchaser thereof

Fees service	35
mileage	3 50
calling appraisers	1,00
appraisers fees	1,50
copy of appr	50
advertising	25
jurors fees	3,00
return	10
	$7,05

Abraham Wiley, sheriff

State of Ohio, Union County, ss.

TO THE SHERIFF OF UNION COUNTY, AND SPECIAL MASTER, GREETING:

WHEREAS, on the 23d day of June of the June Term, A. D. 1853 of the Court of Common Pleas of said County John A. James recovered judgment against Norman Reed for the sum of $ 197 00 with interest thereon at 10 per cent. together with his costs herein taxed to $ 9.12 and it appearing to the Court, that the claim upon wich the above Judgment was rendered, is secured by mortgage on the following premises, situate in Union County, Ohio, and bounded and described as follows, to wit: Part of Survey No. 4075 in the name of Benjamin Biggs beginning at an elm & beech N. W. corner to said Survey. thence with the west line thereof S 10 E, 28 poles. thence E 6. poles thence N. 28 poles thence W. 6 poles to the beginning containing One acre & eight rods

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 16th day of May A. D. 1860

Jabez Randall Clerk.

Court of Common Pleas, Union Co., Ohio.

John H James

v

Norman Reed

Proof of publication

Filed March 21 1853
James Lunn Clerk

NOTICE.

John H. James vs Norman Reed, In Chancery.

Notice is hereby given to Norman Reed that on the 29th day of October, A. D. 1852, said John H. James filed in the Court of Common Pleas, in the county of Union and State of Ohio, a bill in chancery against said Reed, the object and prayer of said Bill in Chancery being to foreclose a mortgage of the following lands situate in said county, being part of Survey No 4075, described as follows, to wit: Beginning at the n w corner of said Survey, thence s 10 e 28 poles, thence e 6 poles, thence n 28 poles, thence w 6 poles to the beginning being the Reed s w mill property in Paris township in said county, which mortgage was executed on the 16th day of June, 1849, by said Reed to George Sutten to secure the payment of his two notes of said date for one hundred and forty five dollars each payable in eight and twelve months, and which mortgage and notes have been assigned to said James; And the said Reed is further notified that unless he appears and pleads, answers, or demurs, to said Bill within sixty days after the next term of said Court the said James at the next term thereafter, will apply to said Court to take the matter of said Bill as confessed and to decree thereon accordingly.

CURRY & ROBINSON,
Sol'rs for Compl'nt.

Jan 11, 1853. (pf$5,25.)n17w6.

personally appeared in open court C S Hamilton, publisher of the Marysville Tribune, a weekly newspaper of General circulation in the county of Union in the state of Ohio, and made oath that the Notice hereto attached, was published in said paper for six consecutive weeks next after the 11th day of January A D 1853

C S Hamilton

Sworn to and subscribed before me this 21 day of March 1853

James Turner Clerk

John H James
&
Norman Reed } In Chancery

This day came the plaintiff
none appearing for the defendant and
the said defendant still failing to
plead, answer or demur to the said
Complainants Bill, It is therefore
ordered adjudged and decreed that the
same be taken pro confesso; and there
upon this cause came on to be heard
upon the Bill so taken as confessed
and was argued by Curry & Robinson
Counsel for complainant, on consid
eration whereof the Court do find the
equity of the case with the complainant
and that there is due to him on this 25th
day of June 1853 upon the mortgage in
the Bill mentioned the sum of one hundred
and ninety seven dollars ~~with the interest~~
~~at ten per cent to be computed thereon from this day until~~
~~paid and also the costs of this suit to be~~
~~taxed; and in default~~ It is therefore
ordered and decreed that the defendant
within thirty days from this date pay
to the said complainant the said
sum of one hundred and ninety seven
dollars with the interest at ten per cent
to be computed thereon from this day until
paid, and also the costs of the suit to be taxed; and
in default thereof that the sheriff of this County for
the time being, who is hereby appointed special Master
for that purpose, proceed to sell the tenements in the said
bill mentioned, as upon Judgements at Law, and report
his proceedings in the premises to the next Term
of this Court, to which time this cause is continued

Chancery Case File

Case No. 1852-CH-0047

No. 53-CH-1

Union Common Pleas Court.

Mary Pickett et al
Plaintiff,

AGAINST

W H Brown et al
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 271

Record No. 6 Page 534

Ex. Doc. A Page 384

The J. D. Smith Co., Springfield, Ohio.

Chy ~~XX~~ 36

G A Cassie
Mary Pickett
vs
Mr H B Brown Etals

sale order
Court bill made
Recon

Box 23

65

Cassil & Pickett

vs

Weaver. Brunner et al

Bill in Chy

Filed Jan 17 1853

James Turner Clerk

No 1

I hereby enter the appearance of myself and wife Lydia Weaver and waive process in this case March 23d AD 1853

John Weaver

To the court of Common Pleas within and for the county of Union and state of Ohio in chancery sitting

Gustavus A Cassil and Mary Pickett of the county of Union aforesaid, Executors of Rodney Pickett late of said county deceased, Respectfully represent that John Weaver and Lydia Weaver his wife, of the county of Union aforesaid, and William H Brown and Catharine Brown, his wife of the county of Carrol in the state of Maryland (all of whom your petitioners pray may be made defendants to this Bill) on, or before the 29th day of January AD 1850 purchased of said Pickett dec.d the following real estate, situate in the county of Union aforesaid to wit: lot No. 56 in the town of Marysville in said county, and agreed to pay therefor the sum of Eight hundred and fifty dollars and the said Rodney Pickett then executed and delivered to said defendants his deed for said real estate, and the said defendants then in order to secure the payment of the purchase money for said premises, by their mortgage deed duly executed and dated January 29th AD 1850, conveyed the said real estate to the said Rodney Pickett in fee simple but subject nevertheless to a condition of defeasance on the payment of the purchase money of said real estate; to wit the payment of one hundred and seventy dollars with interest on the 29th day of January 1851 one hundred and seventy dollars with interest on the 29th day of January 1852, one hundred and seventy dollars with interest on the 29th day of January 1853 one hundred and seventy dollars with interest on the 29th of January 1854 and one hundred and seventy dollars with interest on the 29th day of January 1855, as in and by said mortgage duly executed and recorded (a copy of which is here

= with filed and made a part of this Bill) will fully appear

Your petitioners further represent that neither of said sums of money, nor either, or any part thereof was paid to said Pickett during his life time, nor to said petitioners, or either of them, at the time limited in that behalf; whereby the legal title in said premises became vested in your petitioners redeemable nevertheless in equity on the payment of the principal and interest due and to become due thereon; That there is now due the sum of fifteen hundred and ten dollars as principal and a large sum of interest on said sums of money, which the defendants have neglected and refused to pay

Your petitioners further represent that they are advised that said William H Brown was at the time he signed said Mortgage deed an infant under the age of twenty one years ~~age~~ and now pretends to avoid his said contract on account of his said infancy; Your petitioners represent, that, in case the said Brown shall abandon his said contract and refuse to abide thereby on account of his said infancy then your petitioners have a vendors lien upon said premises for the purchase money therefor

Your petitioners further represent that the said Rodney Pickett has departed this life, and the said petitioners have been duly appointed and qualified as the Executors of his last will and testament, as will more fully appear from said letters testamentary (a copy of which letters is herewith filed)

Your petitioners therefore pray that the writ of subpoena may issue against the said John Weaver, and Lydia Weaver, and that notice by publication be given to said William H Brown

and Catharine Brown, that they may be compelled to answer all and singular the matters and things herein set forth; that an account may be taken of what is due your petitioners for their principal and interest upon said mortgage; that in case said Brown should escape the responsibility of his said contract on account of his said infancy, that then the vendors lien aforesaid may be enforced against said premises, and the same be ordered to be sold to pay the purchase money thereof, and that said premises be sold and the proceeds thereof applied to the satisfaction of said principal and interest and that your petitioners may have such other and further in the premises as equity and good conscience may require

Curry & Robinson
Solrs for Pet.rs

Pickett's Executors
vs
Brown & Weaver

Proof of publication

Filed March 21 1853
James Turner Clerk

No 2

NOTICE

Notice is hereby given to William H. Brown and Catharine Brown, that on the 17th day of January 1853. Gustavus A. Cassil and Mary Pickett, executors of Rodney Pickett, decs'd filed in the court of common pleas within and for the county of Union in the State of Ohio, a Bill in chancery against them and John Weaver, and Lydia Weaver; the object and prayer of the same being to foreclose a mortgage of In Lot No. 56 in the town of Marysville in said county executed by said defendants and delivered to said Rodney Pickett on the 20th day of January 1850 to secure the payment of five notes of one hundred and seventy dollars each, payable with interest in one, two, three, four and five years, which notes were given for the purchase money of said In Lot; said Bill further prays that in case said Brown shall abandon his obligation in said mortgage on account of his infancy, that the venders lien may be enforced against him, and said premises be sold and the proceeds thereof be applied to the payment of said purchase money, and said persons are further notified that unless they appear, and plead, answer, or demur to said Bill within sixty days after the next term of said court, the said petitioners, will at the next term thereof, thereafter, apply to said court to take the matters of said Bill as confessed and decree thereon accordingly.

CURRY & ROBINSON,
Sol'rs for Pet'rs.

Jan. 17th, '53. (p $5,25) n18w6.

personally appeared C S Hamilton publisher of the Marysville Tribune a weekly newspaper of General circulation in the County of Union in the State of Ohio, and made oath that the notice here to attached was published in said paper for six consecutive weeks next after the 17th day of January 1853

C S Hamilton

Sworn to and subscribed before me this 21 day of March 1853

James Turner Clerk

G. A. Cassil & Mary Pickle
Exrs. of Rodney Pickle

Mr H Brown Atty

Pree for Ex

Filed July 29 1853
James Lowry Clerk

Cassie V Pike et al

vs

Wm H Brown et als

Chancery

Issue an order of sale
to the Clk of
in this case
Union Cty Pleas
Carey & Robinson
July 28th 1853
Atty's for Pltff

L. A. Cassil &
Mary Pickett
vs

Wm H Brown & al

Proof of Publication

Filed Nov 21 - 1853
James Lunn Clerk

No 3

G. A. Cassil & Mary Pickett vs Wm Brown et als

I hereby certify 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 for five consecutive weeks prior to the 21st day of November 1853

C S Hamilton

Sworn to & subscribed before me this 21st day of Nov 1853
James Linn clerk

SHERIFF'S SALE.

G. A. Cassil and Mary Pickett, Ex'rs, vs Wm. H. Brown, et. al's. } Order of Sale

BY virtue of an order of sale to me directed from the Court of Common Pleas of Union county and State of Ohio, I shall offer for sale at the door of the court house in said county, on the 21st day of November, A. D. 1853, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described real state, to wit: Situate in the county of Union, and State of Ohio, and in the town of Marysville, to wit: In-lot number 56 in the town of Marysville, in said county. Appraised at one thousand and twenty dollars.

WILLIAM C. MALIN, Sheriff
And Special Master Commissioner

October 19, 1853.

fee $300

J. A. Caplis
Mary Riddell Exr
vs
Thos A. Brown
et al

Order of Sale
Filed Nov 22 1853
James Linn Clerk

No 4

Received this Writ July 29th 1853
And the within Described real Estate appraised on the 8th day of August AD 1853 by the oaths of Wm McRobinson Joshua Marshal and M K Mathews at one thousand and twenty dollars; and Delivered a copy of the appraisement to the Clerk of the Court from which this writ issued,
Advertised the within Described real Estate 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
of ternaces to wit on the 21st day of November AD 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 the same for sale by Public Auction at the door of the Court house in said County and sold the within described real Estate to Gustavous A Cassil for Six hundred and Eighty five dollars he being the highest and Best Bidder therefor; and it being More than the two thirds of the Appraisement

Fees Milage	5
Levies	35
Summoning Appraisers	100
Copy of Appraisement	25
Appraisers Fee	150
Return	25
Probates Fee	300
	$6 40

William C Martin Sheriff

The State of Ohio Union County ss

To the Sheriff of said County County. Special Master
Greeting, whereas at the June Term of the Court of
Common Pleas, continued and held for said County
on the 24th day of June A.D. 1853, in a certain Cause
in Chancery therein Pending, wherein Cassil
& Mary Pickett Executors of Rodney Pickett, dec
Complainants and William H Brown & others
Defendants, the Court order and decree that
you Cause to sale the Premises in the bill
described, as follows to wit, Situate in the County
of Union aforesaid, to wit, In Lot No 56. in the
Town of Marysville in said County, to satisfy said
Complainants in the sum of six hundred &
fourteen dollars with interest from the 24th
day of June 1853 until Paid together with
the sum of three hundred & forty dollars not yet
due with interest from the 24th day of June 1850
together with the costs on said decree taxed
to ~~$~~ 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 29th
day of July A.D. 1853

James Turner Clerk

Chancery Case File

Case No. 1853-CH-0002

No. 53-CH-2

Union Common Pleas Court.

Joshua Marshall Trs

Plaintiff,

AGAINST

Ohio Life Ins & Trust

Defendant.

JUN TERM. 1854

DECREE FOR PLAINTF

$118 00

Journal 5 Page 339

Record No. 7 Page 61

Ex. Doc. A Page 503

Chancery ~~22~~ 27
No 24/21

J Marshall
Treasurer U. Co
vs
Ohio Life Insurance
& Trust Company

Cert bill
made Recen

Appeal

Jun 2

Chy. 67

Joshua Marshall. Treasurer of Mein County Ohio

vs

The Ohio Life Insurance and Trust Company. Defs

Bill in Chy

Filed Feby 19 1853

James Swan Clerk

No 1

C & R

(copies)

To the Court of Common Pleas within and for the County of Miami and state of Ohio in chancery siting

Your petitioner Joshua Marshall, Treasurer in and for the county of Miami in the state of Ohio respectfully represents that a tax has been duly assessed under the act of the General Assembly of the state of Ohio, Entitled "An Act for the assessment and taxation of all property in this state and for levying taxes thereon according to its true value in money" passed April 13th AD 1852, by the proper authority in said county of Miami, against the Ohio Life Insurance and Trust Company (whose principal office is in Hamilton County in said state) upon the capital stock of said Company loaned in the county of Miami aforesaid, amounting for the year AD 1852 to the sum of One hundred and thirty one dollars, twenty eight cents and three mills tax – That the tax duplicate of said County of Miami for the year AD 1852 was duly placed in the hands of your petitioner for the collection of the tax aforesaid; that said Company has not paid said sum of money or any part thereof levied as aforesaid, and the same still remains unpaid and is now due; that by the record of Mortgages in said County of Miami Richard L Judy and Andrew J Alden of the county of Miami aforesaid, Martha Galloway, Administratrix of James Galloway deceased, of Greene County, Ohio, David Mitchell of Franklin County, Ohio are indebted to said Company upon capital stock loaned them, but what amount is due to said Company from either of said persons your petitioner has no means of ascertaining

but is informed and believes that each of said persons are indebted to said Company, the interest of which indebtedness should be appropriated to the payment of said tax according to the statute in such case made and provided

Your petitioner therefore prays that said Ohio Life Insurance and Trust Company, Richard L Judy, Martha Galloway, Andrew G Alden, and David Mitchell may be made defendants to this Bill, that the writ of subpoena may issue, that said defendants may full and true answers make into all and singular the things herein set forth, that an injunction may be granted to restrain said Company from receiving or collecting any interest accruing on the loans of said Company to said persons; that an injunction may be granted to restrain said Judy, Galloway, Alden and Mitchell from paying to said Company either the money loaned them by said Company, or the interest due, or to become due, accruing on the loans of said Company to them or either of them; that a receiver may be appointed by said court to receive and collect all interest due and to become due accruing to said Company on their loans to said persons, and pay the same or so much thereof as may be necessary to discharge said tax, to the ~~Treasurer~~ petitioner as Treasurer as aforesaid, and that such other and further relief may be granted your petitioner as may seem proper

By Curry & Robinson
Solrs for Compt

The State of Ohio Mercer County ss
I, Joshua Marshall, Treasurer of the

County of Union aforesaid do make oath that the matters and things herein set forth as from information of others I believe to be true: and all other matters & things herein set forth are true in substance and in fact J Marshall

Sworn to and subscribed before me this 18th day of February AD 1853

James Swan clerk

Issue a subpoena for The Ohio Life Insurance & Trust Co. Richard L Jeely. Andrew J Alden. Martha Galloway. and David Mitchell

Curry & Robinson
S.C.P. for Comp & D

To the clerk of Union Com. pleas
March 18th 1853

Joshua Morehall
Plaintiff &c
vs
the Ohio & Mississippi
R R Co Defts

Filed March 21st 1853
Francis Turner Clerk

No 2

Served this writ by delivering to Richard L Lucy
a certified copy of this writ March 21st 1853
Served this writ by leaving at the residence of
Andrew L Alden a certified copy of this writ
the Ballance of the within named persons not found

	Fees Mileage	75
March 21st 1853	Serv	135
	Copy	40
	Return	10
		260

William C Malin Sheriff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon The Ohio Life Insurance & Trust Company Richard L Ludy Andrew S Aldens Martha Galloway & David Mitchell

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 Joshua Marshall Treasurer of Union County Ohio

and this they 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 18th day of March A. D. 1853

James Turner Clerk of Common Pleas.

I served this by giving to the within named Richard L Judy ~~& Andrews L Alden~~ ~~one~~ a true copy of the within notice March 21st 1853

Seneca this writ by leaving at the Residence of Andrews L Alden a certified copy of this writ March 21st 1853

March 21st 1853

Fees Serv 35
Cop 50
Return 10
115

William C Mason Sheriff

Filed March 21 1853
Amos Turner Clerk
No 3

Richard L. Judy, and Andrew P. Alden

You are hereby notified that Joshua Marshal Treasurer of Union County Ohio, will apply to the Court of Common Pleas in and for the county aforesaid on the 25th day of March AD 1853 or as soon thereafter as possible, for an injunction against you to restrain you from paying to The Ohio Life Insurance & Trust Company any money which you owe said Company and from paying any interest now due, and that shall become due said Company from you upon any money due them

March 19th 1853 Curry & Robinson

Attys for J. Marshall
Treasurer as aforesaid

Filed April 9th 1853
James Lowry Clerk

No 4

The Answer of The Ohio Life Insurance and Trust Company, to the bill of complaint filed against them by Joshua Marshall Treasurer of Union — county, in the State of Ohio, complainant.

These respondents, without waiving any exception to said bill, by demurrer or otherwise, come, and for answer to such parts and so much thereof, as they are advised it is material for them to make answer unto, say by way of defence to said bill of complaint, that by the twenty-third section of their charter or act of incorporation, passed February 12th, 1834, power was given to these respondents until the year 1843, to issue and circulate bills or notes, to an amount not exceeding twice the amount of the funds deposited with these respondents, for a time not less than one year, other than capital, but not at any time to have in circulation an amount greater than one half the capital actually paid in, and invested in bonds or notes, secured by unincumbered real estate, agreeably to the seventh section of said act, nor a greater amount than twice the amount of deposits for the time being, and lend the same at a rate of interest not exceeding six per cent. per annum as will fully appear from said act, to be found in volume 32 page 68 of the Local Laws of Ohio, and to which reference is hereby had as a part of this, their answer, and which these respondents will produce and lay before the court when required. They also say and expressly charge, that by the twenty-fifth section of said act of incorporation, it is provided that no higher taxes should be levied on the capital stock or dividends of these respondents, than should be levied on the capital stock, or dividends of other incorporated banking institutions in the State, as will fully appear from said act of incorporation, to be found as aforesaid, and to which reference is hereby further had as a part of this their answer for that purpose. They also say and charge, that the General Assembly of the State of Ohio, being desirous to withdraw from the Banks in the State of Ohio, the power to issue small notes and bills, as granted to them by their charters or acts of incorporation, and to suppress the circulation thereof, proposed, by an act entitled, "An act to prohibit the circulation of small notes," passed March 14th, 1836, and to be found in volume 34, page 42, of the General Laws of Ohio, and to which reference is hereby had as a part of this answer, and which these respondents will produce and lay before the court when required, that should any Bank in this State, prior to the fourth day of July, 1836, with the consent of its Stockholders, by an instrument of writing, under its corporate seal, addressed to the Auditor of State, surrender the right conferred by its charter, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, 1836, and notes or bills of a less denomination than

[Cincinnati Gazette Company Print.]

five dollars, after the fourth day of July, 1837, then, and in that case, the Auditor of State should be authorized to draw on such Bank, only for the amount of five per cent. upon its dividends declared, after the surrender aforesaid as a tax, and to collect the same, as will fully appear from said act of March 14th, 1836, made part of this answer as aforesaid. They also say and charge that these respondents, with the consent of their Stockholders, by an instrument of writing under their corporate seal, addressed to John A. Bryan, Auditor of the State of Ohio, bearing date on the twenty-second day of June, 1836, and duly transmitted to, and received by the said John A. Bryan, Auditor of the State of Ohio, prior to the fourth day of July, 1836, and filed, as respondents charge, in the Office of said Auditor of State, and of which exhibit B herewith filed as a part of this, their answer, is a true copy as they verily believe, did surrender the rights conferred by their charter as aforesaid, to issue and circulate notes or bills of a less denomination than three dollars, after the fourth day of July, 1836, and notes or bills of a less denomination than five dollars, after the fourth day of July 1837, as will fully appear therefrom, and thereby, these respondents in consideration of the premises, surrendered their right and privilege to issue and circulate said small notes or bills, so secured to them by their said charter, relying upon the good faith of the State of Ohio, to maintain her part of her contract, as these respondents have done at all times hitherto, and are ready to make appear as the court may require; and by reason of said contract of surrender of their rights and privileges conferred as aforesaid, these respondents insist they are only liable to a tax of five per cent. upon dividends declared by them as contemplated by said act of March 14, 1836, and any other tax allowable under the twenty-fifth section of the act incorporating these respondents, inconsistent therewith, is restrained thereby and unlawful, being repugnant to the true import and intent of the said contract of surrender. They also say and charge, that by the sixtieth section of the act of February 24th, 1845, passed by the General Assembly of the State of Ohio, to incorporate the State Bank of Ohio and other Banking companies, it is enacted, that such banking companies as may be organized under that act shall, semi-annually, on the days of declaring dividends, set off to the State six per centum on their profits, deducting therefrom the expenses and ascertained losses of said Banking companies for the six months next preceding, which sum so to be set off should be in lieu of all taxes, to which said banking companies or the stockholders thereof, on account of stocks owned therein, would otherwise be subject, as will fully appear from said act of February 24th, 1845, to be found in volume 43, page 24 of the General Laws of Ohio, and to which reference is hereby had as a part of this answer, and which these respondents will produce and lay before the court as may be required. They also say and

charge, that many banking companies have been organized under said act of February 24th, 1845, and the greatest number of banking companies, doing business in the State of Ohio, in the year 1852, and having the largest capital employed in banking, were the banking companies organized under said act of February 24th, 1845, and said banking companies are only liable to be taxed as authorized by said act of February 24th, 1845; and by reason thereof, and inasmuch as the General Assembly of the State of Ohio, by the act incorporating these respondents, has stipulated, that no higher tax should be levied upon the capital stock or dividends of these respondents, than should be levied upon other incorporated banking institutions, aside from the said contract of surrender of June 22d, 1836, aforesaid, no tax could be levied upon the capital stock or dividends of these respondents, beyond the tax allowed by the said act of February 24th, 1845. They also say and charge, there were other incorporated banking companies in existence, and doing business in the State of Ohio, in the year 1852, besides those organized under the act of February 24th, 1845, that were not liable to pay higher taxes than these respondents were liable to pay under their said contract of surrender of June 22d, 1836 as aforesaid, as these respondents are also ready to make appear as the court may require. They also say and admit, there have been a few banks, not more than of small capital, and not more than one sixth of the capital of the other incorporated banking companies aforesaid, organized under the Free Banking Act of 21st March, 1851, to be found in volume 49, page 41, of the General Laws of Ohio, but they deny that the rule of taxation, authorized by the said act of 21st March, 1851, gives the rule of taxation against these respondents, while the majority of incorporated banks in the State, has a different rule, that secures to them exemptions from taxation not authorized by the act of 21st March, 1851. They also say and charge, that since the contract of surrender of June 22d, 1836, aforesaid, these respondents in compliance therewith, paid the tax of five per cent. upon all dividends by them declared, up to the dividend declared on the first Monday in July, 1852, as they are ready to make appear, besides paying the ordinary taxes levied upon their real estate, as in other cases. They admit, they have declared a dividend on the first Monday of July, 1852, of four per cent. upon their capital, of which the Auditor of State has been duly advised, and five per cent. thereon, making four thousand dollars, has been set apart, and subject to the order of the Auditor of State, to pay the tax on said dividends. They also admit, they have declared a dividend on the first Monday of January, 1853, of four per cent. upon their capital, of which, also, the Auditor of State has been advised, and five per cent thereon, making four thousand dollars, has been also set apart, and subject to the order of the Auditor of State, to pay the tax on said dividend, according to the tenor

of said contract of surrender of June 22, 1836, as these respondents, also, are ready to make appear as the court may require. They also say and charge, that they do on the first Mondays of January and July, in each year as required by their charter, make and declare such dividends resulting from their profits, as they can safely make and declare, without impairing or lessening, in any way, their capital stock, and the taxes payable upon their dividends, are, in fact, upon their semi-annual net profits, no reservations therefrom being made, beyond what is deemed necessary aad proper to guard against the contingencies of business, and in good faith to keep their capital stock unimpaired. They also say and charge, that they have been advised the tax lexied against these respondents under the tax act of 1852, to be found in volume 50, page 135, of the General Laws of Ohio, and to which reference is hereby had as a part of this answer, and which, also, they are ready to produce and lay before the court when required, in the various counties in the State, in the aggregate exceeds, the sum of $ for the year A. D. 1852; in the county of Hamilton alone it is only the modest sum of $59,118.67, a fraction less than three per cent. upon the capital stock of these respondents, and near thirty-seven per cent. upon their divitends for the year A. D. 1852. This, too, is besides the land tax.

These respondents, by way of further defence to said bill, say and aver, that they have, in no manner or form, accepted the said tax act of 13th April, 1852, nor admitted its validity against them, nor have they, in any manner or form, ever surrendered or yielded up the privilege of their charter, except by said contract of June 22d, 1836; nor have they, in any manner or form, ever surrendered or yielded up the rights secured to them by said contract of June 22d, 1836, and they insist and will maintain, that the taxes assessed against them, as aforesaid, for the year 1852, under the said tax ac tof 13th April, 1852, and especially the tax claimed by the complainant in his said bill, is repugnant to their charter, and the rights secured to them by said contract of June 22d, 1836, in violation of the Constitution of the State of Ohio and the Constitution of the United States, and void in law, and they are under no obligation to pay the same.

These respondents in further answering say, they admit, that they did not, nor did their President or Cashier, by their order, nor did they or either of them, as these respondents are informed and believe, in the month of May, 1852, return to the County Auditor a statement of their moneys loaned, and dues of every description, and other taxables in the county of Hamilton, as required by the 22d section of the tax act of 13th April, 1852, as these respondents were advised, and believed said act was of no obligation against these respondents; and if the County Auditor of the said county, has proceeded to ascertain the

amount of mortgage loans made by these respondents in his said county, and placed the same upon the duplicate, and levied a tax thereon, as charged in said bill, these respondents are unadvised thereof, except as they learn the same through the said bill, and they deny that the amount so ascertained, so far as inconsistent with this answer, is correct; on the contrary thereof, they say their mortgage loans in said county, on the thirty-first day of May, 1852, were $6.727.52, and without that, they had no dues in said county, except $ of county bonds issued by said county, which were purchased out of funds held by these respondents upon desposit, and not in trust to accumulate or otherwise for the depositors, and for which they were at the time, and are now indebted to their depositors therefor, and except said mortgage loans, these respondents have no credits or other dues in said county, but are subject under the law, if valid, to the proper deduction for debits, and that in equity and good conscience these respondents are liable, if liable at all, to be taxed only upon their own property in the State of Ohio, and not that of others, (to whom it is taxable) placed on deposit with these respondents, nor upon their property in other States; but these respondents deny again that the said tax act of 13th April, 1852, is of any obligation against these respondents; even if it were so, it is not uniform, nor is it confined to subjects of taxation, as contemplated and directed by the Constitution, nor does it distinctly state the objects of said tax to which only it can be applied; and these respondents will maintain no tax can be levied except in pursuance of law passed, taxing by an uniform rule, moneys, credits, investments in bonds, stocks, joint stock companies, and real and personal property, according to their true value in money; and personal property only, except burying grounds, public school houses, houses used for public worship, and public charities, to the amount of $200.00 for each individual, can be exempted from taxation; and every such law must state distinctly the objects of said tax, to which only it can be applied. They therefore pray that the injunction sought be refused, if allowed, be dissolved, and the receiver, if any, be discharged, and they restored to all things as fully as if complainant's bill had not been filed against these respondents, and without that, that they be dismissed with their costs and charges in this behalf expended. The Ohio Life Insurance and Trust Company do hereby verify this their answer, by causing their corporate seal to be hereto affixed.

[5]

Laurence & West
Solicitors for Defts

EXHIBIT B.

To John A. Bryan:

Auditor of the State of Ohio:

Whereas the Stockholders of the Ohio Life Insurance and Trust Company, at a meeting held at the office of said Company, in Cincinnati, on the third Monday (20th) of June, A. D., 1836, to take into consideration, and decide on the proposition contained in the act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, it was *Resolved*, that the Stockholders of the Company do consent, upon the consideration contained in the act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, to surrender the right conferred by the act incorporating this Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July, eighteen hundred and thirty-seven, and that the President be authorized by an instrument of writing under the corporate seal of the Company, addressed to the Auditor of State, to make surrender of said right accordingly. And whereas, the Board of Trustees of the Ohio Life Insurance and Trust Company, at a meeting held on the 21st day of June, A. D., 1836, having under consideration the said resolution of the Stockholders, at their meeting held on the 20th inst., declaring their consent to the proposition contained in the said act, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, it was, by the said Board of Trustees, *Resolved*, that the President be authorized by an instrument of writing under the corporate seal of the Company, addressed to the Auditor of State, and upon the consideration contained in the said act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, to make surrender of the right conferred by the Charter of this Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July, eighteen hundred and thirty-seven.

Now, therefore, be it known, that The Ohio Life Insurance and Trust Company, in pursuance of the said act of the General Assembly of the State of Ohio, entitled "An Act to prohibit the Circulation of Small Bills," passed March 14th, 1836, and of the resolutions and proceedings of the Stockholders and Board of Trustees aforesaid, and upon the consideration contained in the said act of the General Assembly of the State of Ohio, entitled "An act to prohibit the Circulation of Small Bills," passed March 14th, 1836, do, by this instrument of writing, make surrender of the right conferred by the charter of the said The Ohio Life Insurance and Trust Company, to issue or circulate notes or bills of a less denomination than three dollars, after the fourth day of July, eighteen hundred and thirty-six, and any notes or bills of a less denomination than five dollars, after the fourth day of July, eighteen hundred and thirty-seven.

L.S.

In Witness Whereof, The Ohio Life Insurance and Trust Company, have caused the corporate seal of the Company, to be affixed to this instrument of writing, and the same to be attested in their behalf, by their President and Secretary, at Cincinnati, this the 22d day of June, A. D. eighteen hundred and thirty-six.

(Signed,)

M. T. WILLIAMS, *President.*

SAML. R. MILLER, *Secretary.*

Filed Oct 20 1853
James Linn Clerk

No 5

Received this writ Oct 19th 1853 Served this writ Oct 19th 1853 by delivering to Andrew L Alden a certified copy of this writ

	Fees Milage	35
	Serv	35
Oct 20th 1853	Copy	25
		5
	Return	$1.00

William C McAlio Sheriff
per Augustus Turner Deputy

The State of Ohio on relation
of the Treasurer of Union County
vs
The Ohio Life Insurance and
Trust Company et als

In Chancery

Continued. and it is ordered that Andrew S Alden show cause to the next term of this court why he has not filed an answer and that this order be served on him by the sheriff. by a certified copy

The State of Ohio Union County ss
I, James Turner. Clerk of the court of Common pleas of said county do hereby certify that the above is a true copy of the Journal entry of the court of said court at their last Term. to wit on the 24th day of June 1853
Given under my hand and official seal this 19th day of Oct 1853

James Turner Clerk

Treasurer
vs
Trust Co

Filed Nov 22 1853
James Lowe Clerk

No 6

The Replication of Joshua A. Marshall Treasurer of Union County Ohio complainant to the answer of The Ohio Life Insurance & Trust Company defendant

This repliant now comes and for replication to said answer says the matters and things in said answer set forth are not true.

Cary & Johnson
Solrs for Compl't

Cly 66

John Scott Administrator of Hannah Scott deceased

vs

James Kintrade
James Abrahams

Bill in Chancery

Filed Feby 19 1853
Thomas Lunn Clerk

Cost bill made
No Record

To the court of Common Pleas within and for the County of Mion in the state of Ohio in Chancery sitting

Your petitioner. John Scott of the County of Mion aforesaid. Administrator of the Estate of Hannah Scott. late of said County deceased, respectfully represents that a suit at law is at issue and pending in the court of Common Pleas in and for the County of Mion aforesaid Wherein your petitioner as administrator as aforesaid is plaintiff and James Kinkade of Mion County aforesaid (and whom your petitioner prays may be made defendant to this Bill) is defendant; That said suit was commenced against said Kinkade to recover two thousand dollars damages for slanderous words spoken of said Hannah Scott. by said James Kinkade That there is claimed to be due to your petitioner as Administrator as aforesaid two thousand dollars damages. from said Kinkade. in the suit pending as aforesaid

Your petitioner further represents that the said James Kinkade is about to remove. with his property or effects out of this state as he verily believes; and to justify his said belief. states the following facts. 1st The said James Kinkade has by a public vendue. made sale of the most of his property in this state; 2d. He has bound himself by title bond to convey about two hundred acres of his land in Mion County aforesaid. to Andrew Smith. and is to receive his purchase money therefor and convey by deed. the same to said Smith. on or before the 15th day of March next; 3d He has bound himself by title bond to convey about sixty acres (it being the ballance of his land in said state. as your petitioner

verily (believes) of land to James Abrahams of said county ~~for the sum of~~ nine hundred and sixty dollars and is to receive from said Abrahams said sum of money on or before the first day of March next and at the same time said Kinkade is to convey said sixty acres of land to said Abrahams; 4th The said Kinkade has told many of his neighbors that he is about to remove out of this state and move into the state of Iowa or Missouri

Your Petitioner further represents that the said James Abrahams is indebted to the said James Kinkade in the said sum of nine hundred and sixty dollars, which will be due on or before the first day of March AD 1853

Your Petitioner therefore prays that said James Kinkade and James Abrahams be made defendants to this Bill, that the writ of subpoena may issue, that said defendants may ~~full~~ and true answers make unto all and singular the matters and things herein set forth, that an injunction may be granted to restrain James Kinkade the defendant ~~James Kinkade~~ in said suit from any disposition of any property, credits, or effects belonging to the defendant James Kinkade in the original suit and proceedings aforesaid, inconsistent with the security of the petitioner, until the claim upon which said original suit was brought shall have been adjusted and satisfied or until further order of the court; that said James Kinkade may be restrained from receiving from said James Abrahams the said sum of nine hundred and sixty dollars, or any part thereof; and from receiving any of the money due or to become due him from said Andrew Smith

until the claim upon which said suit was brought shall have been adjusted and satisfied or until further order of the court; And that the said James Abrahams be enjoined and restrained from paying to said Kunkade said sum of money or any part thereof which is due or shall become due him upon the purchase of the land aforesaid. and be restrained from colluding with said Kunkade. so as to prejudice the claim aforesaid in suit as aforesaid. and that such other and further relief may be granted as shall seem meet and prayer

By Coats & Curry & Robinson
Solrs for Compl't

The state of Ohio Union County ss
I, John B Coats. being duly sworn depose and say that all the several matters and things which are stated in the foregoing Bill. 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. and that I am Attorney for the said John Scott

John B Coats

sworn to and subscribed before me this day of February 1853

Issue a subpoena for James Kunkade & James Abrahams returnable to the clerk of Union Com. at the next term

Plens Feb 19th 1853

Coats & Curry & Robinson
Solrs for Compl'd

Chancery Case File

Case No. 1853-CH-0004

Cly [illegible]

8

Richard Cowling

v

James Guy Et al

Settle cost pd

Chy No ~~24~~ 38
Union Com. Pleas

Richard Cowling

vs

James Guy et al

In Chy.
Bill.

Filed February 24 1853
James Somer Clerk

(Copies)

To the Court of Common Pleas, within and for the County of Union, and State of Ohio, in Chancery sitting:

Richard Cowling of the County of Madison and State of Ohio represents, that on or about the 12th day of August AD 1850, (it being the August Term of your Honorable in said year) he recovered a Judgment in your Court sitting as a court of law, for the sum of one thousand one hundred and six dollars & nineteen cents, damages, and the further sum of dollars costs of suit, against James Gay, now of the State of California (and whom orator prays may be made defendant to this Bill;) all which, will more fully and at large appear, reference being had to the records of your Court, and the same, so far as relates to said Judgment, are hereby made a part of this Bill. - Orator further represents that said Judgment is in full force, unsatisfied, and unpaid - He further represents that the said James Gay has not any personal or real estate subject to levy and sale on execution, with with to satisfy and discharge orators said Judgment, that on or about the month of March AD 1850, the said James Gay left this country and went to California, that before he left he sold all his personal property, and he had not then, neither has he now, any title to any real estate in the State of Ohio.

Orator further represents that the said James Gay has an equitable interest in the following described real estate situate in the County of Union and State of Ohio, to wit: A part of Lucas Sullivant's Survey No 3162 lying on the West Bank of Darby Creek, Beginning at a stump upon corner on the creek to Maskel & James Evings land; thence with his line N 33° W. 102. poles to a stake; thence N. 68°. W. 61. poles to a stone; thence N. 8° E. 6. poles to a stake; thence with the Milford Road N 35°. W. 136. poles to a stone; thence N 33°. E. 62 poles to a stake; thence S. 57°. E. 19 poles to an Elm; thence N. 33° E. 127 poles to an ash, lower corner on the creek to Elijah Britton's Land; thence down the creek with the meanders thereof to the beginning containing one hundred and fifty three and one fourth acres of land. that sometime prior to the 23d day of January AD 1849 (the date not known) the said James Gay purchased the above described premises of one Lorenzo Beach of the County of Madison and State of Ohio, (and whom orator prays may be made defendant to this Bill) for which he agreed to pay the said Beach the sum of twenty four or twenty five hundred dollars (the exact amount not known to orator) neither the terms of the payments, that said Beach gave to said Gay a title Bond or written contract for the sale and conveyance of said premises to him, that the said

Guy, prior to the 23d day of January A.D. 1849, paid to the said Beach upon said contract for said real estate, somewhere between one thousand and fifteen hundred dollars, that on said 23d day of January A.D. 1849, the said James Guy and the said Lorenzo Beach had a settlement, and there was then due from said Guy to said Beach, as principal and interest upon said premises the sum of fourteen hundred and thirty dollars, that the title Bond or agreement that was first given by said Beach to said Guy was taken up, and new one given, in substance as follows, The said Beach agreed to convey said premises to said Guy on or before the 23d day of January A.D. 1854, or so soon as the purchase money, interest and taxes should be fully paid, and the said Guy agreed to pay said amount then due in five annual instalments, each one, amounting to the sum of two hundred and eighty six dollars, with annual interest from the 23d day of January A.D. 1849, that said installments are all due, except the last one, and all of them with the accruing interest are unpaid, and for the amount thereof the said Beach has a vendors lien upon said premises.— Orator further represents, that, a short time, prior to the time when the said Guy started to California, to wit, some time in the month of February or March A.D. 1850, (the precise time not known to orator) the said Guy, in order to raise the sum of five or six hundred dollars

from one William D Wilson, of the County of Madison and State of Ohio (and whom orator prays may be made defendant to this Bill) agreed with said Wilson, that he would assign said title Bond given him for said premises by said Beach, to him, as security if he said Wilson would advance him the sum of five or six hundred dollars (the exact amount not known), that the said Wilson did advance said sum to said Guy and as security for its repayment, and for no other purpose, the said Guy assigned said title Bond to said Wilson, and the said Wilson now holds the same in trust for himself and orator, as collateral security for the repayment of the money he advanced to said Guy. Orator further represents, that the Columbus Pigua and Indiana Rail Road Company have constructed, or are constructing a Rail Road through the premises above described, that for the right of way through said lands, and for the damages arising by reason of such construction of said Rail Road through the premises aforesaid, said Rail Road Company are willing to pay the sum of three hundred and seventy five dollars, so soon as they can get a title for the right of way through said premises and orator prays, that said Columbus Pigua and Indiana Rail Road Company may be made a part defendant to this Bill. Orator charges that said Rail Road Company is indebt-

ed to the said James Guy in said sum of three hundred and seventy five dollars, by reason of such appropriation and occupation of said premises for the construction of said Rail Road through the same. Orator further represents that all the said Lorenzo Beach demands is the amount due him on said title Bond and the taxes he has paid on said premises that he is willing to convey the same, so soon as the amount due him thereon shall be paid. Orator further represents that the claim for which he recovered judgment against said Guy as aforesaid, was for money he was compelled to pay for said Guy as his security, ~~after said Guy had consented to be a surety~~ and that the sum became due on the 6th day of October A D 1849, and that shortly after he paid the debt of said Guy as his security. Orator further states and so charges the fact to be, that the said Hilson, when he took the assignment of said title Bond from said Guy as aforesaid, and for a long time before, had full notice of the existence of the claim of orator against said Guy. The family of said Guy are now & have been ever since he left for California in precisely the same situation as said Guy is now and will return to the same place with similar intentions. Orator therefore prays that the said Hilson may state for said defendants, and that they may be compelled to answer all and singular the premises, under oath, as fully and particularly as if the said defendants, and each of them, were hereto particularly interrogated, that an account may be taken of what is due your orator, and the said Beach and the amount due Beach & Wilson as hereinbefore stated. The land has risen greatly in value since said sale for California as aforesaid

and the said Wilson, that, said premises above described, may be sold, and out of the proceeds thereof, that, the said Beach may be fully paid what is due him, upon said premises, from the said Guy, that the said Wilson may be also paid what is due him from the said, and ~~for~~ to secure which he took the assignment of said title Bond. that the residue of said purchase money, or proceeds of said sale may be paid to your orator, in part satisfaction of his said Judgment, Orator further prays that the amount due from the Columbus Piqua & Indiana Rail Road Company, to the said Guy for the right of way & for damages, as aforesaid may be subjected and decreed to be paid to orator, on his said Judgment, by said Rail Road Company, that the said Wilson may by decree be compelled to surrender up said title Bond to said Beach, after said premises shall be decreed to be sold, that said Beach may be decreed to convey said premises to the purchaser at said sale subject to the Right of way of said Rail Road Company, and that he release to the said Rail Company, by deed, the right of way through said premises, after said Company shall be decreed to pay orator said sum above specified, and shall have paid the same, and orator prays for such other relief, both general and special as equity and good conscience may seem to require.

H W Smith &
R A Harrison Solrs for Compt.

Richard Cowlins
vs
James Guy Et als

Filed Feby 24 1853
James Dunn Clerk

London, Ohio
Feb 21. 1853

Sir

Enclosed is a Bill in Chancery which you will please file. You will please to issue subpoenas for Lorenzo Beach and William L Wilson to the Sheriff of Madison County and enclose same to me. You will please issue Subpoena for Lewis Guy to Sheriff of Union and tell him for me to serve it by copy left at Guys house where his family resides - his California trip is temporary, and his residence is where his family reside on his farm. Then issue Subpoena for the Columbus Piqua & Indiana Rail Road Company, to the Sheriff of the County where their principal office is kept, & I dont know whether it is at Urbana, or at Piqua, but you will know.

I am &c
H. C. Smith

To the Clerk of
Union Com. Pleas
Marysville
O

Wm Conn Ales

Richard Cowling
vs
James Guy Et al

Sub in Chancery
C

Filed March 22 1853
James Brown Clerk

March 16th A.D. 1853 I served William D. Wilson by leaving a true copy of the within at his usual place of residence with a person of lawful age, March 18 served (Lorenzo Beach) by leaving a copy at his usual place of residence with a person of lawful age

Sheriffs fees Mileage $2.00
Service .55
Copys .25
$ 2.80

E McCormack
Sheriff M. C

Smith & Hunter
Atty for Plff

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Madison Greeting:

We command you to summon Lorenzo Beach & William L Wilson

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 & others by Richard Cowling

and this they 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 24th day of February A. D. 185 3

James Turner Clerk of Common Pleas.

Union Com Pleas

Richard Cowling

vs

James Guy Et als

Suit in Chancery

Filed March 10th 1853
James Turner Clerk

Smith & Hanson
Attys for Plff

Served this writ on the within named Rail Road Company, by leaving a certified copy thereof at the principal business office of said Company, with the person in charge thereof, on the 4th day of March A.D. 1853.

Joseph Pearson Sheriff
of Miami County
By J. B. Ramey Depty. Shff.

Fees

Service	35
Copy & return	30
16 miles travel	80
Postage	3
	$ 1.48

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Miami Greeting:

We command you to summon the Columbus Piqua & Indiana Rail Road Company

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 & others by Richard Cowling

and this they 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 24th day of February A. D. 1853

James Turner Clerk of Common Pleas.

Richard Cowling
vs
James Gray

Union Com
Plas. Judgt
Aug 12. 1854 for $110.19

Richard Cowling
vs
James Gray &
William D Wilson

Union Com
Plas.
Dr Chancy

This Case
is settled and to be dismissed at
next term. The papers to be withdrawn
& no record to be made. The said
Cowling is to pay one half of the
costs in the above two cases
and the said William D Wilson
agrees to pay the other half of said costs.
Aug 14th 1854.

Richd Cowling
Wm. D. Wilson
James Gray

Union Common Pleas

William D Wilson

vs

Petra Cawlsing

Answer

Filed May 10 1853

James Lurner Clerk

(copied) J. F. Foster

Feb 7 Assignment of Jury L Wilson

For value received I hereby assign to William D Wilson the above Bond for a deed this the 23d day of March 1850

Amos Jones Jury

The separate answer of William S Wilson one of the defendant to the Bill complaint of Pekara Bowling 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 incertainties 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 unto answering saith

That he can neither admit or deny that the complainant recovered a judgement at law in the court of common Pleas of Union County Ohio for the sum of one thousand one hundred and sixty dollars and nineteen cents and cost of suit, against the defendant James Grey as stated in his said Bill of complaint, but insists upon full proof. Neither can he admit or deny that said judgement, if the complainant recovered any such, is in force and unpaid, but insists upon full proof thereof.

The defendant further answering says that he can neither admit or deny, that the defendant James Grey has not any personal property subject to levy on Execution wherewith to satisfy and discharge the complainants judgement if any such judgement he has against said Grey, but he admits that said Grey has no real estate subject to levy on execution to satisfy that or any other judgement, or at least if said Grey has any such real estate in said County of

Union or elsewhere this defendant is ignorant of the fact. This defendant admits that some time in the month of March AD 1850 said defendant Gray left said County of Union and he supposes said Gray went to the State of California, he can neither admit or deny that said defendant Gray sold his personal property before he left said County of Union but insist upon full proof thereof, nor can he admit or deny that said Gray had not at the time he left said County or that he has not now any title to any real estate in the state of Ohio, but insist upon full proof. This defendant must positively denies that the defendant James Gray has an equitable or any other title to the real estate described in Complainant said Bill of Complaint, this defendant also denies that the defendant Gray has at this time an equitable or any other interest in the real estate described in Complainants said Bill of Complaint he admits that on or about the 23rd day of January AD 1849 defendant Gray purchased the real estate in said Bill described of defendant Beach, but what sum of money he said Gray agreed to pay said Beach for the same he is not informed nor can he state what were the terms of payment agreed upon between them, he supposes said Beach executed said Gray the control or title bond for the conveyance of the same to said Gray, a copy of which is hereunto filed and made a part of this answer, This defendant cannot state what sum was paid by said Gray to said Beach prior to the

23d day of January AD 1849 if any such payment was made by said Guy to said Beach upon said contract for the purchase of said real estate but insists upon full proof. This defendant can neither admit nor deny that said Guy and said Beach on the said 23d day of January AD 1849 had a settlement and that found due from said Guy to said Beach for principal and interest upon said premises the sum of fourteen hundred and thirty dollars, but says he does not know of any such settlement and insists upon full proof. He can neither admit or deny that the little bond or agreement that was first given by said Beach to said Guy was taken up and a new one given. all he knows about the agreement or title bond is that the one referred to above bears date January 23d 1849. and purports to be the original agreement or little bond.

This defendant further answering says that the defendant Guy was on the 23d day of March AD 1850 and for a long time prior to that time, was indebted to this defendant, for money advanced by this defendant to said Guy, and on said 23d day of March AD 1850 the said Guy being about to leave the country for California, he the said Guy and this defendant accounted together covering said indebtedness of the said Guy to him and there was found to be due from the said Guy to this defendant, about the sum of five hundred and thirty two dollars, the said Guy then proposed to sell to this defendant the said real estate in the complainants bill described. and thereupon [redacted] said defendant Guy and this defendant, entered into an agreement for the purchase of said real estate by this defendant from said Guy, this defendant agreed to give said

Guy for said premises the sum of twenty dollars per acre, in the following manner, this defendant agreed pay said Beach what was due to him upon the contract entered into between said Beach and said Guy for the purchase of said premises by said Guy from R. Said Beach, liquidate the debt due from said Guy to this defendant, and pay the balance of the purchase money to said Guy or his family as said Guy might direct that he (this defendant) purchase said real estate from said Guy bona fide and in good faith. And he executed his written contract to said Guy to secure to said Guy the faithful performance of said contract or agreement upon his (this defendants) part, which contract or agreement was executed on said 23d day of March AD 1850. And this defendant avers and charges the fact to be that on said twenty third day of March 1850, said defendant Guy in pursuance of the agreement entered into between him and said Guy, assigned, by a written assignment on the back of the same, the title bond given by said Beach to said Guy for the conveyance of said premises, to this defendant, that said purchase by this defendant of said Guy of said premises, and said assignment of said title bond to this defendant by said Guy was all done in good faith, and was and absolute sale of said premises by said Guy to this defendant and not given or done to secure the payment of money advanced by this defendant to said Guy as charged in complainants bill. This defendant further avers, that he has fully complied with his agreement, concerning said purchase, and has fully paid said Beach the amount due to him upon his contract with said Guy, that this defendant since the title bond was assigned to him by said Guy as above

stated has paid to said Beach the sum of one thousand eight hundred and eighteen dollars, the amount due him upon said title bond or agreement, this defendant further avers that in pursuance of the contract between him and said Guy & which he purchased said real estate from said Guy and in pursuance of the direction of said Guy, on the ninth day of March AD 1853 he paid to the wife of said Guy the sum of seven hundred and fifteen dollars, on said contract between him & said Guy for the said premises, said sum being the balance due from this defendant to said Guy upon said contract, after deducting the said sum paid & him to said Beach, and the amount due from said Guy to this defendant, that on the 8th day of March 1853 said Beach in pursuance of the title bond or agreement executed & him to said Guy and the assignment of the said title bond or agreement & said Guy to this defendant, the said Lorenzo Beach executed and delivered to this defendant a deed in fee simple for said premises, that he this defendant is the legal and rightful owner of said premises and does not hold said real estate in trust for said Guy or any other person

this defendant further answering admits that the Columbus Piqua and Indiana Rail Road Company have located their road over or across said premises, but avers that said Rail Road was located upon said premises since he purchased the same from said Guy that all damage arising & reason of the location of said Rail Road upon said premises is due him and not said Guy, that has settled for the damage done & reason of said Rail Road being located across said premises with said Rail Road Company and now hold the obligation

of said Company for the amount of said damage

And this defendant denies all manner of unlawful combination and confederacy whereof he is by the said Bill charged without this that there is any other matter, cause or thing, in the said complainants said 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

Wm. D. Wilson

B. F. Fridendal for defendant,

The state of Ohio Madison County SS

I William D. Wilson 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 contained are true in substance and in fact

Wm. D. Wilson

Sworn to and subscribed before me this 9th day of March AD 1853

H. Bond Pro Tem C

Article of agreement entered into between Lorenzo Beach and James Gray this 23d day of January 1849 is as follows said Beach has sold and by these presents does sell unto the said James Gray the following describe-ed tract of land to wit, part of Lucas Sullivans Survey No 3162 lying on the waters of Darby Creek in Union County State of Ohio, and described as follows beginning at a stump after corner on the creek to James Ewings lands, thence N 33 W 102 to a stake, thence N 68 W 61 p to a stone thence N 48 E 6 p to a stake thence with the Milford road N 35 W 136 p to a stone thence N 33 E 62 p to a stake in Buttons line thence S 57 E 19 p to an elm thence N 33 E 127 p to an ash on the creek Buttons lower corner, thence with the meanders of the creek to the place of begining containing one hundred and fifty and three quarter acres be the same more or less for the sum of fourteen ~~acres~~ hundred and thirty dollars to be paid as follows one note of two hundred and eighty six dollars in one year from the above date two hundred and eighty six dollars in two years two hundred and eighty six dollars in three years, two hundred and eighty six dollars in four years and two hundred and eighty six dollars in five years from the above date all of the notes to draw annual interest from the above date. also said Gray agrees to pay the taxes on the said land, I know all men by these presents that I Lorenzo Beach do hereby bind myself my heirs and executors to make the said James Gray his heirs or assigns a good special warranty deed of the within described land if he shall pay or cause to be paid the within described sum of fourteen hundred and thirty dollars in payments as within described with annual interest and all of that ~~sums~~ may come against said land, In witness whereof we hereunto set our hands and seals the day and year written

Signed } Lorenzo Beach (Seal)
James Gray (Seal)

Richard Cowling
vs
James Gray Et als
Sub in Chancery

Filed March 2 1853
James Dunn clerk

Smith & Hamson
Atty for Plf

Received this writ July 24 1853
Levied this writ by leaving at the Residence of
James Gray a certified copy of this writ
July 28 1853

Fees Mileage 6.50
Levy 3.50
Copy 2.50
Return 5.00
$ 17.50

William Mullen Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon James Guy

if he may be found in your Bailiwick, to be and appear before the Court of Common Pleas of said County of Union, at the Court House in Marysville, on the first day of the next Term thereof, to answer a Bill in chancery, exhibited against him & others by

Richard Cowling

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 24th day of February A. D. 1853

James Turner

Clerk of Common Pleas.

Richard Cowling
vs
William D. Wilson et. al.

Union Common Pleas.
In Chancery

Depositions will be taken in this case by the Complainant before John H Norton Esq a justice of the peace at his office in the township of Darby in the County of Madison and State of Ohio on the 4th day of November AD 1853, between the hours of 8 O'C A.M. and 9 O'C P.M. and will continue from day to day, if necessary, until all are taken.

November 1st 1853.

Smith & Harrison
Solrs for Complt.

Served a copy on
E. T. Fisher Nov 1/53
H. W. Smith

Depositions of witnesses taken in a cause pending in the Court of Common Pleas within and for the County of Union and State of Ohio, in Chancery, wherein Rich and Cowling is complainant and William D Wilson Lorenzo Beach and others are defendants, and for said Complainant in pursuance of the notice hereto attached, and at the time and place therein mentioned. N L Smith Sol^r for Complainant, and E. T. Fisher Sol^r for Defendants being present.

Lorenzo Beach of the County of Madison of lawful age, being first duly sworn by me, as hereafter certified, deposes as follows:

Question by Complts. Sol^r.

Are you acquainted with James Guy and William D Wilson parties to this suit?

Ans. ~~yes~~ I am

By same.

Did you ever sell any land to James Guy, if so, when? how much? for what sum? and where does said land lie, and of what survey is it a part?

Ans I Sold James Guy Some Land in 1842 or 43 one hundred and fifty acres at ten Dollars pracre the Land lies in Union County No of Survey 3162 the Same being apart of Said Survey.

Quest. by same
Did you and Guy enter into a written contract for said land, if so, where is said contract?
Ans. We Did Enter into a written contract at that time and in 1849 tha contrack was given up and and a New one Entered into and the old one Destroyed the Reason of that Contract begiven up was an Exchange of about 20 acres of Land.
Quest by same.
How much did said Guy pay you on said land before the old contrack was given up, and the new contrack made?
Ans when said Guy Bought of ~~Cotter~~ that Land he borrowed of Cephus Akinson three hundred Dollars and in 1848 or 46 he paid me Seven hundred and thirty Dollars. Guy paid Beach the three hundred Dollars that he got of Akinson at the time that they Enter into the first Contract in 42 or 43 afterwards Guy failed to pay the three hundred Dollar Borowed of Akinson and he paid it for me Guy - at the time that the New Contract was made and Guy had a Settement and the three hundred Dollars paid by Beach to Akinson for Guy was put into the New Contract as a part the Money Due from Guy to me on the Land
By same.
How much if any did Guy pay you on said land after the new Contrack was made
Ans. he Never paid me one Dollar

Question by same.
When did said Guy leave this country.
Ans. In the Spring of 1850
By same, When did he go?
Answer I understand that he went to California
By same.
State, if you know, whether the said Guy on the 12th day of August 1850, had, or at any time since that time, has had any any real or personal property in Union County, or in Ohio, subject to levy & sale on execution?
Ans. I Do not know of any
By same, because of the last agreement or Title bond you gave Guy, for said land. Wilson told me that Guy had signed it to him and I think I saw it on the title Bond before I made the Deed and think it was in Guys hand writing.
By same. Do you know of your own knowledge, or from the statements of Wilson to you, for what purpose Guy assigned said Contract to Wilson?
Ans. In the Summer after Guy left I had a conversation with him about the Contract Mr Wilson told me that Guy had signed that contract to him I asked does mr Guy owe you five hundred Dollars and he said yes Six of them
By same. Have you ever conveyed said land to any person, if so, to whom, & when?
on the Seventh or Ninth day of March 1853 Wilson came to me and paid me Eighteen hundred & Eighteen Dollars and I made him Deed of said Land

By same. Who was in possession of said land, from the time Guy left last March, and who has been in possession of the same since that time? the wife of James Guy
Answer Miss Guy, has Lived on Said Land Even Since Mr Guy left
By same. What were said premises worth last March pr acre, and what is said land worth pr acre now?
Answer I would Say about 25 Dollars pr acre But they Land has Risen Since about two Dollars pr acre

Crossexamination by defendants.

1st What was the loan you Sold to Guy for which you made defendant Wilson a deed with in March AD 1850.
Answer About twenty two Dollars pr Acre
2d State why you Conveyed said land to defendant Wilson?
Ans Becaus Wilson paid me the balance Due on the Land and my Agreement to Convey was assigned to him
3d Was said agreement assigned to Wilson in writing if so was said assignment made upon said agreement given by you to Guy in 1849? This question objected to by pltff Solr
Ans. the assignment was in writing and I think upon the Title Bond
4th Was the assignment executed by defendant Guy ever in his Name writing?
Ans This question also objected to by pltffs the Signature was in the hand writing of James Guy if I Could See it I Could tell

5 Have you examined the Copy of said agreement attached to Wilson answer. if so state whether it is a true ~~Cop~~ Copy of said agreement?

Ans This question objected to by pltff
I have Examined said Coppy and it a true Coppy of said Agreement ~~as~~ Except I think it is one hundred and fifty three times insted of 150 $\frac{3}{4}$ as it is in the Coppy

6th Please state whether the assignment attached to said Copy is a Copy of the assignment on said agreement?

Ans. This question objected to by plaintiff
It has been so long that I Cannot Recollect

7th Do you know any thing about the terms upon which said agreement was assigned by Gray to Wilson?

Ans I Do Not

8th Did Wilson ever tell you upon what term said assignment was made?

Ans He Never Did

9th Do you know upon what term Mrs Gray has occupied said premises since you made Wilson the deed for the same?

Ans I Do Not

10th Was the said sum of eighteen hundred & eighteen dollars paid to you by ~~Gray~~ Wilson on said bond, the sum due from Gray to you on said Contract between you and Gray?

Ans That was the Sum Due from Gray to me on Said Contract including principal and interest

Lorenzo Beach

Also John P Bowers of Madison County and of lawful age being first duly sworn as hereafter certified deposes as follows:
Question by Corpitt's Solr.
Are you acquainted with James Guy and Wm D Wilson, parties to this suit?
Ans.- I am well acquainted with them
By same.

Do you know anything about the arrangement, if there was any, between Wm. D. Wilson and James Guy, from your own knowledge, ~~or from what Wilson has told you~~ in regard to the land Guy had purchased of Lorenzo Beach, if so, what?
Ans. I know Nothing about it by my own knowledge
By same.

State if you know whether said Guy sold all or any of his personal property before he left the County, & if so, to whom did he sell it;
Ans.- All I know is that there was a Bill of Sale made to Abraham Carey by Guy and left in my hands to deliver to the Clerk for Record
I understood that Carey furnished Guy money to go to California and some other debts, was the Consideration of the Bill of Sale I thought that said Bill included all of Guy's Property
By same.
Had Guy any real or personal property when he left, or has he had any since in this State subject to levy & sale on execution

Ans. Not that I know off

By same. Who has occupied the land Guy purchased from Beach, since Guy left the country?

Ans.— his Wife and family up to this time and one still living on it

~~Ans.~~

Quest. by same.

What are the premises now worth that Guy purchased from Beach, the 100 acres, how much per acre,

Ans.— twenty Eight Dollars

Cross examination by defendant.

1st Please state what you know about the contract between Wilson and Guy by which Guy sold and assigned his interest in the land bought of Lorenzo Beach by him to said Wilson? (This question objected to by plff)

Ans. If Mr Guy told me before he left that sold said Land to Wilson and Wilson was to give 20 Dollars per Acre and I saw a written agreement to that effect as near as I can recollect Wilson was to pay Beach what was due on the Contract between Guy and Beach for said Land and then the amount of a Note held by Wilson against Guy then pay to Guy or his wife the amount of what the Land would com to at 20 Dollars per Acre after Deducting the amount due Beach and said Note Guy wanted me to See that Wilson paid the money when due and ~~before he came back~~ and he did not came back by that time to See that Wilson paid it to his wife and when the money became due I took the Note that Wilson held against Guy and ~~went to Wilson~~ and computed the interest on it and aded that to the $18.18 the

amount due Beach and took the contract and calculated the amount the land would come to at $20 per Acre and then I deducted what was due Beach and Wilson on said Note from what the Land came to at that price and then Wilson paid the balance due amounting to between Seven & Eight hundred Dollars. The above answer objected to by pltff.

2d By Same

What was said land worth at the time Wilson bought it of Guy?

Ans I could not put at over 20 Dollars

3d Was this Sale of said land by Guy to Wilson a bone fide and honest sale?

Ans I Believe it was Guy told me at the time that if he never came back the land would do his family no good and he must sell it if he did not make a pile that he never would come back and if he never came back the money would his family some good, and if he made a pile and came back the farm would be to small for his large family

The above answer objected to by pltff.

4th What means did said Guy leave in Ohio when he left, for the support of his family?

Ans He left none that I know of Except the money arising from this land

5 On what term has Mrs Guy occupied said land, since Beach conveyed it to Wilson?

Ans I do not know

6th What was the amount due on the note belong Wilson against Guy at the time you made the calculation and did the business for Guy with Wilson?

Answer I think it was five hundred and
Sixty Dollars
7th When was this business done. and the
payment made by Wilson to Mrs Gray?
Ans Last March the Sixx day after Beach
made the Deed to Wilson
(The above question and answer objected to by Pltff.)
8th What do you know about the assignment
by Gray to Wilson of the Contract between
Beach and Gray for air land?
Ans I saw the assignment on the Article
9 Was the assignment executed by Gray in his
own hand writing?
Ans it was I knew his hand as well as his face
10th Was Jasper Gray money to Gray when he
to California?
Ans Almaharin Caney
11th When was the Note dated Deld by Wilson
against Gray?
Ans I do not know exactly I think in 1849 8
11th Do know what the Consideration of said
note was?
Ans I Do not know
13th Did Gray Wilson account to Gray
any money at the time he went to
California?
Ans Not that I know of
14th At the time you Calculated the
value of said land at 20 dollars per acre
and ascertained the amount due the
Gray from Wilson was there any deductions
made except the amount due Beach

and the amount of said note due by Guy
to Wilson?
Ans. There was not (The above Question & answer objected to by Pltff.)

John P Bowers

Fees. Wits.

John P Bowers 5 miles		$1.00
Lorenzo Beach		.75
Const. fees on Sub.		.40
Justices fees. summing witn		8
Subpoena		50
Words at 10 cts per hundred		1.00
Fees all paid by H. W. Smith		$3.75
pltffs atty.	postage	12½

John H Horton J P

I John H Horton a Justice of the peace in and for the Township of Darby Madison County Ohio Do hereby Certify that the above Named Lorenzo Beach and John P Bowers were by me first duly Sworn to testify the ~~whole~~ truth 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 Enclosed Notice ~~In testimony~~ and that the Said Deposition was Signed in my presents
In testimony whereof I have hereunto Set my hand this 4 day of November in the year Eight hundred and fifty three

John H Horton (Justice) as above mentioned

No. 53-CH-5

UNION COMMON PLEAS COURT.

John Cassil Plaintiff

against

William Parry Defendant.

JUN TERM 1854

JUDGMENT VS DEFENDANT

Journal	5 (6)	Page	350 (37)
Record No.	6	Page	729
Ex. Doc.	A	Page	422

SHORT & FORMAN, Printers, Cleveland, O.

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4,000

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2

Ary No ~~27~~ 29
No 25, 28
John Cassie
vs
William Perry

$32.58

Cost Bill
made Record

Recorder

Jas Linn	$7 04
Molin	13 54
Abrais	1 50
Hamilton	5 50
	27 58
Cats	5 00
	32 58

to parts of the Country to your petitioner unknown. That all of his property has been seized by his other creditors by virtue of a writ of attachment, and your petitioner has no means of making his said claim except by enforcing his said benders lien.

Your petitioner therefore being without remedy except in a court of Equity prays that the said William Perry may be made defendant to this Bill. That notice may be given by publication and the writ of Subpoena may issue. That he may answer all and singular the matters and things therein set forth. That on a final hearing, the said Perry may be adjudged to pay to your petitioner the full amount of said indebtedness. That said lien may be enforced upon said premises. That the same may be sold and the proceeds thereof or so much thereof as may be necessary, be applied to the payment of said debt; and that such other and further relief may be granted your petitioner as equity may require & your petitioner will ever pray &c

By Curry & Robinson
Solrs for Compl.ts

John Cassell
vs
William Perry
Bill in Chancery

Filed March 11th 1853
Jno. Turner Clerk

No 3

649

To the court of Common Pleas within and for the county of Mian in the state of Ohio in Chancery sitting

Your Petitioner John Cassil of the county of Miami aforesaid respectfully represents that on or about the 18th day of May A.D. 1852 he was seized in fee simple of the following real Estate situate in the county of Miami aforesaid to wit, being part of survey No. 4065 described as follows to wit. Begining at a stake in the South line of said survey and corner to a lot of land sold to Jesse Vaiel by the heirs of John B. Overton, thence with said line N. 9. W. 125 poles to a white oak and red oak another of said Corners, thence S. 77 W. 64 poles to a stake in the south line of Bemans land thence S. 9. E. 123 poles to two maples and two black ashes in the South line of said survey, thence with the survey line N. 81. E to the place of begining containing fifty acres

That being so seized your petitioner on the 18th day of May A.D. 1852 sold and conveyed in fee simple said premises to William Perry, then of said county of Miami, but now absconded to parts unknown. That a part of the money which said Perry promised to pay for said premises being unpaid the said Perry then gave his two notes, to secure the payment thereof, the one for one hundred and twenty dollars payable with interest from date at ten per cent and due one day after date, and the other for ten dollars due October 1st A.D. 1852, upon which notes said Perry has paid sixty dollars, and the ballance of about Eighty dollars remains unpaid and due and a lien upon the premises aforesaid

Your Petitioner further represents that said Perry has absconded and left the state of Ohio and gone

John Cassil
vs
Wm Perry

Filed June 23 1853
James Dunn Clerk

No 2

3

NOTICE.

John Cassil, vs. William Perry. } In Chancery.

WILLIAM PERRY WILL TAKE NOtice, that John Cassil, on the 11th day of March, A. D. 1853, filed his bill in chancery in the Court of Common Pleas in and for the county of Union, in the State of Ohio; said bill sets forth that there is due the complainant from the defendant the sum of eighty dollars, which is the balance of the purchase money of the lands hereinafter described, and that said sum remains a lien upon the same; the object and prayer of said bill is to enforce said lien, and have the premises sold to pay said debt; to wit: the following lands situate in said county of Union, being part of survey No. 4065, beginning at a stake in the original south line of said survey, and corner to land sold to Jesse Said; thence with Said's line north 9, west 125 poles to a white oak and red oak, another of Said's corners; thence south 79, west 64 poles to a stake in the south line of William Bowen's land; thence south 9, east 123 poles to two maples and two black ashes in the south line of said survey; thence with the survey line north 81, east to the place of beginning; containing fifty acres, more or less; and the said William Perry is further notified, that unless he appear, and plead, answer, or demur to said bill, within sixty days after the June term, 1853, of said Court, the complainant will appy to said Court, at the next term thereafter, to take said bill as confessed, and decree thereon accordingly.

By CURRY & ROBINSON,
Solicitors for Complainant.

March 16, 1853.-6w.

Fee $5.50

John Cassil
vs
William Perry

I swear that the annexed notice was published in the Marysville Tribune, a weekly paper published, and in general circulation in Union County, Ohio for six weeks consecutively beginning March 16, 1853.

C. S. Hamilton
Publisher

Sworn to and subscribed in open Court this 23d day of June 1853
James Lemmon Clerk

John Cassil
vs
Wm Perry

Dec Sp order Sale

Filed Jany 4 1854
James Lum Clk

1538
6 mo
1600
3738

7782

72353
8517
16683
47653
3738
85501
7782
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John Cassil
Wm Perry } Chy

Issue an order of sale in this case

To the Clerk of
Mun Com. Pleas
Jan 4th 1854

J M Robinson
Pltffs Atty

John Cadis
vs
William Perry
order of Sale

Filed April 11th 1854
James Lumbus

93

Received this writ January 4th 1854
Had the within Described Real Estate appraised on the 10th day of January AD 1854 by the oaths of Bill Welch I H Griffith and I L Hawkins at twelve dollars pr Acre, 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 16 to day of March AD 1854
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 Agreable to Previous notice I Proceeded to Sell said real Estate at the door of the Court House in said County at public Auction and Sold said real Estate to Adam Richey at Eight dollars pr Acre he being the highest and best Bidder therefor and it being the two thirds of the appraised value therefor

April 11 1854

Fees Milage	50
Fees	35
Sums August	100
Advertising	25
Cost of Appraisal	35
Commission	800
Probates fee	500
Appraisers fee	150
Return	20
	1715

William C Martin Sheriff

$1715

Filed Sums Known Court
of Common Court of Marysville
this Thirtieth day of January
AD 1854
James Thomas Clerk

The State of ohio
Union County }

To the Sheriff of said County Special Master ye Greeting. Whereas at the November Term of the Court of Common pleas Continued and held for said County on the 23rd day of ~~September~~ November AD 1853 in a certain cause in Chancery therein pending wherein John Cassil, Complainant and William Perry 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 being part of Survey No 4065, begining at a stake in the original South line of said Survey, and corner to land sold to Jesse Said thence, with said line North 2 West 125 poles to a white oak and red oak another of said corner, thence South 79 West 64 poles to a stake in the South line of William Bowens land, thence South 2 East 123 poles to two maples and and two black ashes in the South line of said Survey, thence with the Survey line North 81 East to the place of begining containing fifty acres more or less, To satisfy said Complainant in the sum of Eighty four dollars, with interest thereon from the 23rd day of November 1853 until paid to gether with the costs on said decree taxed to ~~pf~~ and also the accruing costs and make report of your proceedings herein to the next term of said Court

John Cassel
v
William Perry

Proof of publication

Filed April 17 1854.
James Lindsley

No 4

SHERIFF'S SALE.

John Cassil } Union Common Pleas.
vs. } In Chancery.
Wm. Perry. }

IN pursuance of an order of the court of common Pleas of Union county Ohio, made November 23d 1853, and in obedienae to an order of sale to me by the clerk of said court January 4 1854, I will, on the 16th day of March next at the door of the court house in said county, between the hours of 10 A. M. and 4 P. M., sell at Public vendue the following Real Estate situate in said county, being part of survey No. 4065 described as follows to wit:—Beginning at a stake in the original south line survey, and corner to land sold to Jesse Said; thence with Said's line, north 9, west 125 poles to a white oak and red oak, another of Said's corners; thence south 79 west 64 poles to a stake in the south line of William Bowen's line; thence south 9, east 123 poles to two maples and two black ashes in the south line of said survey; thence with the survey line north 81, east to the beginning. containing fifty acres more or less. Appraised at twelve dollars per acre.

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

February 1st, '54-w4-pf$5.

John B Coats publisher of the Marysville Tribune a weekly newspaper of general circulation in Union County Ohio being duly affirmed according to law says that the annexed notice was duly published for more than thirty days prior to the 16th day of March 1854 in said newspaper

John B Coats

Affirmed by John B Coats before me this 11th day of April 1854

James Irwin Clerk

Chancery Case File

Case No. 1853-CH-0006

No. 53-CH-6

Union Common Pleas Court.

Jabez Hathaway
Plaintiff,

AGAINST

Nicholas Reed et al
Defendant.

NOV TERM. 1853

NOV TERM. 1853

Journal B — Page 287

Record No. 6 — Page 397

Ex. Doc. A — Page —

Chancery 48

Juliette Mathews by her Guardian E. Burnham

vs

Nicholas Reid et als

Bill in Chancery

Filed March 22 1853
James Turner Clerk

No 1

To the Court of Common Pleas within and for the county of Union in the State of Ohio in Chancery sitting

Mable H. Hathaway, who is an infant of the county of Union aforesaid, by her Guardian duly appointed and qualified Elisha Burnham one of same county respectfully represents that she is a niece of Leanora Hathaway late of the county of Union aforesaid deceased and an heir to the one Eighteenth portion of her Estate real and personal That said Leanora Hathaway died sometime in September in the year AD 1852. intestate;

Your petitioner further represents that on, or about the fifteenth day of February AD 1853 Samuel Reed and Joanna Reed his wife produced in the Probate Court in and for said County of Union a certain instrument of writing (a copy of which is herewith filed and made part of this Bill) purporting to be the last will and testament of the said Leanora Hathaway; which instrument of writing was then and thereby said Court admitted to probate as the last will and testament of said Leanora Hathaway dec.d and was recorded as such, as will fully appear by the record of said Court; and said Court then and there appointed W. R. P. Hathaway and

Whom your petitioner prays may be made defendant to this Bill) and qualified him as Administrator with said will annexed of the Estate of said Leanora Hathway deceased

Your petitioner further represents that Nicholas Reed, Salome E. Reed, Lydia A. Reed, Anna E. Reed, Harriet E. Reed infant children of said Samuel Reed and Joanna his wife of the county of Muskingum aforesaid, and Leanora H. McClane, an infant grandchild of said Samuel & Joanna, of Logan in the state of Ohio said County of (and whom your petitioner prays may be made defendants to this Bill) claim that seven hundred dollars of the property of said Leanora Hathway dec^d devised and bequeathed them by said Leanora Hathway dec^d by said instrument of writing admitted to probate as aforesaid as the last will and testament of said Leanora Hathway deceased

Your petitioner further represents that said Leanora Hathway deceased was the owner of a certain amount of money, rights, credits & property of an amount unknown to your petitioner; the one Eighteenth part of which belongs to your petitioner as her heir as aforesaid, if said instrument be not the will of said Leanora

Your petitioner further represents that said Leanora Hathway died intestate and did not make a valid will; that said instrument of writing was, and is not her last and will and testament; that said Leanora Hathway at the time said instrument of

Writing purports to have been and was executed, to wit on the 21st day of August AD 1852, and for many years previous thereto and until the time of her death, was of unsound mind and memory, and incapable of managing her own business in any respect, or of making a valid Will, to dispose of her effects and property

Your petitioner therefore prays that said W.R.P. Hatheway, Nicholas Reed, Salome C Reed, Harriet P. Reed, Lydia A Reed, Anna E Reed, and Leanora H McLane be made defendants to this Bill, That the writ of subpoena may issue, That said defendants may answer all and singular the matters and things herein set forth. That upon a final hearing and trial hereof, said instrument in writing admitted to probate as the last Will of said Leanora H Hatheway dec'd, may be declared, adjudged and decreed, to be invalid, of no force, and void, and be set aside, and that such other and further relief may be granted your petitioner as law and equity may require

By Curry & Robinson
Sol'rs for Complainants

Issue subpoena for said W.R.P. Hatheway Nicholas Reed, Salome C Reed, Harriet P Reed, Lydia A Reed and Anna E Reed to Miami County, and for Leanora H McLane to Logan County Ohio

March 22 1853 Curry & Robinson
Attys for Compl't

Copy of Will of
Leanora Hathway

Filed March 22 1853
James Lawn Clerk

No 2

Bill of Exceptions

Copy of the Will

I Leanora Hatheway of Mion Township in the county of Mion Ohio, single woman, being in good health and of sound ~~mind~~ disposing mind, but being mindful of the uncertainty of life and the certainty of death and being desirous to dispose of all my worldly estate, do make and ordain this as my last Will and testament

First I give, bequeath and devise to my nephew Nicholas Reed, and my nieces Salome C Reed, Anna E Reed, Harriet P. Reed, Lydia A Reed, and to my grand niece Leanora H ~~McLane~~ McLane, seven hundred dollars to be equally divided between them, and in case my estate to which I have the right of disposal shall not at the time of my death amount to seven hundred dollars, in such case I give ~~and~~ bequeath and devise to him my said nephew, and to them my said nieces and grand niece, all the estate of which I shall be seized or possessed at the time of my death, to be equally divided among them to have and to hold to them, their heirs and assigns forever

Given under my hand and seal this twenty first day of August in the year of our Lord Eighteen hundred and fifty two

Leanora Hatheway (Seal)

August 21st 1852 Then the within named Leanora Hatheway, signed, sealed, published and delivered the within instrument ~~as a part of her last~~ as and for her last Will and testament in presence us, who at her request and in her presence & in presence of each other have hereunto set our ~~names~~ as witnesses to the same

Samuel Reed
Joanna P Reed

Judith Hathaway
by her Guardian
C. Brownson
vs
Nicholas Reed et al

Filed in Oby
C

Filed March 23 1853
Lewis Dunn Clk

No 3

Served this writ by delivering to W R P Hathaway a certified copy of this writ March 22d 1853 Served this writ by leaving at the Residence of Nicholas Reed Salome C Reed Harriott P Reed Lydia A Reed and Anna E Reed Each a certified copy of this writ March 22d 1853 the within named Leanora H McLean not found March 23d 1853

	Fees Milage	60	
March 23 1853	Levis	1,75	
	Copies	1 50	
	Return	10	
		3.95	William C Malin Sheriff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon W. R. P. Hathaway Nicholas Reed Salome C Reed, Harriet P Reed Lydia A Reed ~~and~~ Anna E Reed and Leanora A McLain

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 Juliett Hathaway by her Guardian Eliphas Burnham

and this they 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 22d day of March A. D. 1853

James Turner Clerk of Common Pleas.

Juliett Hathaway
by her Guardian
E Bumham
vs
Nicholas Rice
Et als

Sub in chy

Filed April 2 1853
James Lunn Clerk

No 4

Answer this Sept Mar 25-T 1853
by Fanny a Cortfieu Complt et
the Resource of the testator
Nancy Lennon Thos Lennon
and as to the balance not
known Zeb 100 Acres Lot
Appraised Cash Hall
L Ca

The State of Ohio, Union county, ss:

To the Sheriff of the County of ~~Union~~ Logan Greeting:

We command you to summon W. R. P. Hathaway Nicholas Reed, Salome C Reed Harriet P Reed Lydice A Reed, Anna E Reed & Leanora McLain

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

Juliett Hathaway by her Guardian Elisha Burnham

and this they 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 22d day of March A. D. 1853

James Turner Clerk of Common Pleas.

Salome C Reed et al

Answer to

Juliette Mathews

by her Guardian Bill

Answer in Chancery

3

Filed May 3d 1853

James Turner Clerk

No 5

The joint and Several answer of Salome C. Davis and A. A. Davis ~~the~~ Husband Anna E. Reed, Lydia A Reed, & Harriott P Reed & Leanora H McLain by Marques McLain their next friend defendants to the bill of Complaint of Juliette Hathaway Complainant

These defendants respectively now and at all times hereafter, Saving to themselves all and all manner of benefit or advantage of exceptions 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, Severaly answering Say

(1) That it is true that Complainant (Juliette Hathaway) is a neace of Leanora Hathaway decd But she is not Heir to one eighteenth part of her Estate as set forth in Complainants bill nor did said Leanora Hathaway die Intestate

(2) And further answering say it is true Samuel & Joana Reed produced in the probate Court for the County of Union the writing set forth by Complainants bill & said writing was admitted to probate as the Last will and testament of Leanora Hathaway decd and recorded as such and further say it is true said Court appointed ~~and qualified~~ W H P Hathaway and qualified him as Administrator with said will annexed of the Estate of Leanora Hathaway decd

(3) And further answering say that it is true that these defendants claim seven hundred dollars of the property of Leanora Hathaway decd was devised and bequeathed them by said Leanora Hathaway decd by said Instrument of writing admitted to probate as the last will and testament of said decd

(4) And further answering say that it is true Leanora Hathaway was owner of certain rights moneys credits and property but said Juliette Hathaway is not heir to one Eighteenth part or any part thereof as set forth in complainants bill

(5) And further answering say that it is not true said Leanora Hathaway died intestate but made a valid will and that said instrument is her last will and testament and that said Leanora Hathaway at the time said instrument of writing was executed to wit on the 31st day of August AD 1852 was of sound mind and memory and fully capable of making a valid will, to dispose of her property and other wise managing her own business,

And for further answer says that they deny that there is any other matter or thing in complainants bill necessary for these defendants to make answer and all matters set forth in said bill not herein answered traversed and avoided or denied is true to the knowledge of the defendants all of which these defendants are ready to verify & prove as the court shall direct and ask to be dismissed with their costs and charges in this behalf most mongfully sustained by Swan & Blackett, for Deft

Filed May 9 1853
James Turner Clerk

No ~~5~~

No 6

The answer of Nicholas Reed, one of the Defendants to the Bill of complaint of Juliette Hathaway 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 unto, answering saith:

That he admits that Juliette Hathaway is a Niece of Seanora Hathaway Decd. as set forth in said Bill of complaint; But that he denies that the said Juliette Hathaway is an heir to the one Eighteenth portion of her real and personal Estate, or any part thereof; that he also admits that said Seanora Hathaway died sometime in September A.D. 1852 as set forth in said Bill; But that he denies that she died intestate, but on the contrary that she made and published her last will and testament.

And further this Defendant answering saith, that he admits that on the 15th day of February A.D. 1853, a certain instrument of writing, purporting to be the last will and testament of said Seanora Hathaway Decd. a copy of which is filed with, and made a part of said Bill of complaint, was produced in the Probate court; and that

said instrument of writing was then and there admitted to probate, by said court as the last will and testament of said Leanora Hathaway Dec'd, and that said instrument of writing was recorded as such. And that said court appointed and qualified W. R. P. Hathaway as administrator, with the will annexed of the Estate of Said Leanora Hathaway Dec'd.

And further this Defendant answering saith, that he admits, that Nicholas Reed, Salome C Reed, Lydia A Reed, Anna E. Reed, Harriet P Reed, and Leanora H. McLain, claim that Seven hundred Dollars of the property of said Leanora Hathaway Dec'd, was devised and bequeathed them, by Said Leanora Hathaway Dec'd, by said instrument of writing admitted to probate aforesaid as the last will and testament of said Leanora Hathaway Dec'd as set forth in said Bill.

And further this Defendant answering saith that he admits that said Leanora Hathaway Dec'd was the owner of a certain amount of Money, rights, credits, & property, as set forth in said Bill; But that he denies that one Eighteenth part of said money, rights credits, and property, or any part thereof belongs to the said complainant (Juliette Hathaway) But this Defendant saith, that said Leanora Hathaway, in her lifetime, to wit; on the 21st day of August A.D. 1852, disposed of Seven hundred Dollars of her property, by her last will and testament, to the said Nicholas Reed, Salome C Reed, Lydia A Reed, Anna E Reed Harriet P.

Reed, and Leanora H. McLane.

And further this defendant answering saith, that he denies that said Leanora Hath=away died intestate, But on the contrary that she did make and publish a valid will, that said instrument of writing, ad=mitted to probate aforesaid was and is her last will and testament; that he denies that, at the time said instrument of writing was executed, said Leanora Hathaway Dec^d was of unsound mind and memory, as set forth in said Bill; But on the contrary, that, at the time said in=strument of writing was executed, said Leanora Hathaway Deceased was of sound mind and memory, and capable and competant in every respect to make a valid will to dispose of her property and effects.

And this defendant denies that there is any other matter, cause or thing in the complainants said Bill of complaint contained, material or necessary for this Defendant to make answer unto; and all matters or things set forth in said Bill not herein and hereby well and suffi=ciently answered, confessed, traversed and avoided, or denied, is true, to the knowl=edge 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 to be hence dismissed with his reasonable costs and charges in this behalf most wrong=fully sustained.

J. B. Allen, for Nicholas Reed one of the Defendants

Leonora Hathaways
Will

Filed for probate
Nov 22nd 1852
Thos Brown

Filed May 23 1853
James Lowry Clerk
Recorded

107

I Leonora Hathaway of Union Township, in the County of Union, Ohio, Singlewoman, being in good health and of a sound, disposing mind, but being mindful of the uncertainty of life and the certainty of death, and being desirous to dispose of all my worldly estate, do make and ordain this as my last will and testament. —

First, I give, bequeath and devise to my nephew Nicholas Reed, and my nieces Sarah E. Reed, Emma E. Reed, Harriet P. Reed, Lydia A. Reed, and to my grandniece Leonora E. Clarkson Seven hundred dollars to be equally divided between them — And in case my estate to which I have the right of disposal shall not at the time of my death amount to Seven hundred ~~hundred~~ dollars, in such case I give, bequeath and devise to him my said nephew, and to them my said nieces and grandniece all the estate of which I shall be seized or possessed at the time of my death to be equally divided among them, to have & to hold to them their heirs and assigns forever.

Given under my hand and seal this twenty first day of August in the year of our Lord Eighteen hundred and fifty two. —

Leonora Hathaway

August 21st 1852 - Then the within named Leonora Hathaway, signed, sealed, published and declared the within ~~named~~ instrument as and for her last will and testament, ~~in~~ presence of us, who at her request and in her presence & in presence of each other have hereunto ~~subscribed our~~ set our names ~~hereunto~~ as witnesses to the same.

Samuel Reed

Joanna S Reed

Filed May 23-1853
James Turner Clerk

108

The State of Ohio Union County ss

We Samuel Reed and Joanna P. Reed being duly sworn in open Court this 15th day of February AD 1853 depose and say that we were present at the execution of the last will and testament of Leonora Hathaway hereunto annexed that we saw the said testator subscribe said will and heard her publish and declare the same to be her last will and testament and that the said testator at the time of executing the same was of full age and of sound mind and memory and not under any restraint; and that we signed the same as witnesses at her request and in her presence

Saml Reed
Joanna P Reed

Sworn to and subscribed in open Court this 15th day of February AD 1853

Thos Brown Prob. Judge
Union County

The State of Ohio
Union County ss

I Thomas Brown Judge of the Probate Court within and for the said County of Union do hereby certify that the above is a true copy of the testimony taken before said Court in the probate of the will of the said Leonora Hathaway deceased, and that said will and testimony are all the papers filed in said Court in that cause

In testimony whereof I have hereunto affixed my name and attached the seal of said Court at Marysville this 21st day of May AD 1853

Thos Brown, Probate judge

Fees Filing Notice 6
Copy & Certificate 90
$0,96

Juliet Hatting
by her Guard
vs
N Reed Et als

Precipe for
Witnesses

Filed Nov 11 1853
James Lum Clerk

Juliet Hathaway by her Guardian E. Burnham vs Nicholas Reed Et al

In Union Com Pleas Nov 11th 1853 Issue a subpoena for the following witness returnable on the Next Term of our Court, Lorsa Locke, John Reed 3, Edward Spaun, Samuel N Reed Daniel Long, Mary Allen, Sarah Lancey, David Watson, Orena Watson & A Woodworth, Wm B S Hathaway in behalf of Deft

Ay & C Colcord
Atty for Deft

Isabelle Hathaway &c
vs
N Reed & others

Contest of will
Issue Subpoena
for Robert Snodgrass
witnesses for

and Sally Snodgrass,
plaintiff, forthwith —
Nov 23-1853

Stanford Alexander
Clerk Pltff

Precepe for
Witness
E Burnham plan
vs
N Reed Defts

Filed Nov 22 1853
James Linn Clerk

Infant Hathaway
by her Guard C
Burnham
vs
Nicholas Reed Etals

In union Com
Pleas
In Chancery
Nov 22d 1853
To the Clerk of the
Court of Com Pleas

Issue a supoena in behalf of Deft
for George Snodgrass returnable
on the third day of this term of our
Court

by Stanton & Allison
& Clark Attys for
Defts

Juliet Hathaway
by her Guardian &c.
vs

Nicholas Reed et al

Debt for Wit

Filed Nov 22 1853
James Turner Clerk

Served this writ by Reading to Louisa Cook
John Reed Sr Samuel K Reed Sarah Kennedy
Anna Watson and A. A. Woodworth
November 11th 1853
Served this writ by Reading to Samuel
Long November 16th 1853
Served by Reading to Mary Cornelison
November 18th 1853 Served by Reading
to W. B. P. Hathaway November 23d 1853
Served by Deputy. The Residence
of Sarah Watson a certified copy
of this writ November 18th 1853

Fees Milage 200
Serv 1 37½
3,37½

William Martin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon Louisa Locke, John Reed Jr, Edward Shapin, Samuel K Reed, Daniel Long, Mary Cassyphan ~~Silver~~, Sarah Kennedy, David Nelson, Anna Nelson, A A Woodworth, Mr R S Bathaway

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 third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Juliet Bathaway by her Guardian is Plaintiff, and Nicholas Reed et al are 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 11th day of November A. D. 185 3

James Turner Clerk

Filed Nov 22 1853
James Dunn Clerk

Served this writ by reading to the within named Person November 22d 1853

Fees Milage 5c
Serv 12½
Return 5c
22½

Novem 22d 1853

William C Mullen Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon George Snodgrass

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 Third day of next term, at 8 o'clock, A. M., to testify and the truth to speak on behalf of The Defendants Juliet Hathaway & her in a certain controversy in said Court depending, wherein Nicholas Rice et al is Plaintiff, and Guordin E Bromham 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 22d day of Nov A. D. 1853

James Turner Clerk.

Filed Nov 23 1853
James Turner Clerk

Served this Writ by Reading to Robert Snodgrass
November 23d 1853 Served this Writ by Reading
to Silas Snodgrass November 23d 1853

Fees Milage	5
Fees	25
Return	5
	35

William L. Martin Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

We command you to summon Robert Snodgrass & Silas ~~Lanark~~ Snodgrass.

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, at~~ o'clock, A. M., to testify and the truth to speak on behalf of the Defendant in a certain controversy in said Court depending, wherein Juliett Hathaway &c is Plaintiff, and A Reed & others are 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 23 day of Nov A. D. 1853

James Turner Clerk.

Juliett Hathaway
by her Guardian
vs

Nicholas Rew et al

Suit for Ward

Filed Nov 23 1853
James Turner Clerk

Served this writ by Reading to
John Reed Jr W B Irwin Andrew Keyes
James C Miller Elizabeth Hathaway
Benjamin Hopkins Jacob Burnham
Benjamin Harrington J O Baker R P Mann
and Martin Ballard November 11th 1853
Served by Reading to Moses P Rice David Gill
William Winsett and William Piper
November 12th 1853 Served by Reading to
John Smith November 21st 1853
Served By Reading to Eldy Burnham
November 23d 1853

Fees Milage 125
November 23 1853 Serv 2 12½
Return 10
3,47½

William C Mulin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

We command you to summon John Reed 3d John Smith, Wm B Irwin Andrew Keyes, James C Miller, Elizabeth Hathaway, Benjamin Hopkins Jacob Burnham Moses P Rice, Elba Burnham Benjamin Harrington, J. O. Baker R. P. Mann, David Gill William Wright, William C Piper & Martin Bullow

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 Third 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 Juliett Hathaway by her Guardian is Plaintiff, and Nicholas Reed. Etal are Defendant, and this they 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 11th day of November A. D. 1853

James Turner Clerk.

Juliet A Hathaway
by Elephas Burnham
Guardian &c
vs
Nicholas Reed et als

Prec for Mts

Filed Nov 11 1853
James Downer Clerk

Julia A Hatheway by her Guardian ad litem

vs

Nicholas Reed et als

Monr Com Pleas

Issue subpoena for John Reed & John Smith, Wm B Irwin Andrew Reyes, James C Miller Elizabeth Hatheway, Ben. Hopkins Jacob Burnham, Moses P. Rice Elbe Burnham, Ben. Harrington, J. O. Baker, R. P. Mann David Gill, Wm Wright, William C Piper and Martin Ballard

Curry & Robinson
Pltffs Attys

To the Clerk of Monr Com Pleas
Nov 9th 1853

Filed Nov 23 / 1853

James Turner Clerk

To the Hon Court of Union County Ohio

The Grand Jury of this County have this day examined the County Jail and do find the same to be a public nuissance - it being unfit for the purposes of a Jail and that Justice and the better feelings of Humanity demand a new Jail

Nov 22nd 1853

A G Brooks } Foreman

Union Com Pleas

Nicholas Rud
and others
vs
Juliet D Hathaway
by her next friend.

Declaration

Filed June 25 1853
James Lyons Clerk

No 9

The State of Ohio Union County of Common
Pleas June Term A.D. 1853

W. R. P. Hathaway
Nicholas Rud, Salome
C Rud, Harriet P Rud
Lydia A Rud, Ann E Rud
and Leonora K ~~[illegible]~~ Lane
vs
Juliette Hathaway by her
next friend Elisha Bonham

Issue out of Chancery

This cause comes into this Court

under and by virtue of an order made on the Chancery side of the Court of Common Pleas within and for said County in a certain cause then pend=ing, wherein the parties above named as plaintiffs herein are respondents, and the party above named as defendant herein is complainant, and which said order amongst other things, directs that an issue at law be made up between said parties, to ascertain and determine by the verdict of a jury whether a certain paper writing purporting to be the last will and testament of Leonora Hathaway late of said County of Union deceased, which is in the words and figures follow=ing, ~~to the~~ " I Leonora Hathaway of "
" Union Township in the County of Union "
" Ohio, Widow woman, being in good "
" health, and of a sound disposing mind "
" and being mindful of the uncertainty "
" of life, and the certainty of death, and "
" being desirous to dispose of all my worldly "

"estate, do make and ordain this"
"as my last will and testament."
"First, I give bequeath and devise"
"to my nephew Nicholas Rud and"
"my nieces, Salome C Rud Anna E"
"Rud, Hannah P Rud, Lydia A Rud"
"and to my grandniece Leonora H"
"McLeod seven hundred dollars"
"to be equally divided between them"
"and in case my estate to which I have"
"the right of disposal shall not at the"
"time of my death, amount to seven hund-"
"-red dollars; in such case I give, bequeath"
"and devise to him my said nephew"
"and to them my said nieces and grandnieces"
"all the estate of which I shall be seized"
"or possessed at the time of my death to"
"be equally divided among them, to have"
"and to hold to them their heirs and assigns"
"forever. Given under my hand and seal"
"this twenty first day of August in the"
"year of our Lord eighteen hundred and"
"fifty two." "Leonora Hathaway (Seal)"

be the valid last will and testament of the said Leonora Hathaway deceased.

And the said plaintiffs aver, that the paper writing aforesaid is the valid last will and testament of the said Leonora Hathaway deceased; ~~and of~~ and this they are ready to verify.

Clark, Allen, &
Stanton & Allison
Attys for Pltffs.

We acknowledge service of the above this 21st of May 1882

Curry & Robinson

We will not require the defendants to get the Clerks certificate to this deposition and hereby waive the right of having it attached

Curry & Robinson
Pltffs Attys

Juliette Hathaway
by P. Burnham guardian
vs
Salome C. Daniel & Samuel C. Reed
Ptfs by Marquis McClain

In union
Com Pleas

Depositions will
be taken in this case by defendants at
the railroad House in the Town of Woo
stock Champaign Co Ohio on the 28 day
of May between say 9 & 11 and Nine & m
May 21st 1858

McClarll Atty
for Defendant

Page 1

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas in Union County & State of Ohio Wherein Juliett Hathaway (by Elephas Burnham Guardian) is Plaintiff and ~~Salome C. Davis~~ Anna E. Read & others by Marques Mc Clain are Defendants and for said Defendants in persuance of the notice hereunto attached and at the time and place therein mentioned, The parties are both by their Council

Olive Howard of the County of Champaign of Lawfull age being first duly sworn by me as hereinafter certified deposeth as follows

Question State whether you was acquainted with Seaverce H. Athaway during her Lifetime

Answer I was aquainted with her from the year of 1817 to the time of her going east

Question ~~what should you consider~~ What was the condition her mind during the last year of your acquaintance with her

Answer, I did not discover but her mind was as good as it had bin

Question. What was her ability in the transacting H. Athaway business of Life

Answer, As far as I know she was capable of transacting any business she had to transact as well as other people

Question what kind of a memory had she

Answer, She had as good a memory as any person I ever saw

Question What would be her capacity in understanding an instrument of writing if read to her

Ans, It is my opinion she would understand it, & relate as much of, as I could after hearing it read

Question ~~If S~~ What would be her ability to dispose of her property

Answer, I do not know

Question was she capable of knowing what property she was disposing of if embodied in a will and read to her

Answer I have no doubt but she would

~~Question would~~

Upon Cross Examination of Counsel of Plff. the same witness deposes as follows

Quest by Plff. Did you ever know the said Leanora to go to a store by herself to do any trading

Answer I do not know that she went to a Store by herself as she had not the use of her limbs very well and some one generally went with her

Quest 2 Did you ever know her to do any trading by herself, Answer, yes; little affairs agreeing to sit for people.

Quest 3. Did not her father consider her incapable of taking charge of property and making contracts, Answer, I never heard him say

Quest 4th Did not her father appoint a guardian for her in the three or four last Wills he wrote, previous to the very last one he made

Answer; I do not know.

Olive Howard

Also Lucretia Park of Champaign County and of lawful age being first duly sworn as herein certified Deposeth as follows

Question 1st Was you acquainted with Lucretia Howard the deceased

Answer, I was,

Question 2d how long was you acquainted with her

Answer It is thirty years since I was first acquainted with her

Question 3d what was the condition of her mind during the last years of your acquaintance with her

Answer, I could not perceive any change from what it had been

Question 4th what was the condition of her mind as for soundness

Answer, I think there was no desease or insanity

Question 5th What was her capability in transacting the ordinary business of her life

Answer, She was capable of making Chees, nitting, sewing, cooking & spinning to an uncommon extent

Question 6th What kind of memory had she, Answer, She had an uncommon memory to remember Dates & after resorted to for information of the time of Persons deaths &c

Question 7th What was her ability to read ~~the~~ an instrument of writing if read to her

Answer I think she would understand an instrument of writing if read to her and ~~that~~ her mind was on a par with common people

Question 8th ~~Would she know her own property~~

Question 2th was her capacity disposing of her property

answer; yes; as much so, as any person

Lucretia V. Park

Also Jennet Sprague of Champaign County and of Lawfull age being first duty sworn as hereafter certified Deposeth as follows,

Question was you acquainted with Lenora Mathewway

Answer; very little

Question 2d how did you become acquainted with her

Answer at ~~Sher~~ Schenechdany in York State in traveling from there to ~~this~~ Union County

Question 3d What was the condition of her mind at that time

Answer I saw nothing but what it was good

Question 4th ~~Was she~~ was her of sufficient mind to understand the ordinary things

answer; I should think she was what little acquaintance I had with her

Question 5th was she capable of disposing of her property

Answer; I should think she was

Question 6th What was her mind in regard to insanity

Answer; I should think she was sane I saw no signs of insanity

Question 7th How would her mind compare with that of ordinary persons

Answer; As far as I know having but little acquantance She was very sensable in her talk

Upon Cross examination the same witness deposeth further

Question 1st. Who was with Lenora taking care

of her on the trip you spoke of.

Answer; her Brother Ell Nathan Hathway

Ques 2 Were not the subjects which you conversed upon with her such only as required the exercise of memory such as about her friends in the East & such like

Answer; She talked about her friends here & Neighbors, births, deaths, Marrages & things transacted many years ago

Ques 3 How many days were you with her

Answer; three

Ques 4th Had you any other personal acquaintance with her

Answer; I had not — Jennet Spragne

Also Matilda Parke of ~~Union~~ Champaign County and of lawful age being first duly sworn as hereinafter certified Deposeth as follows

Question 1st Was you acquainted with Leonora Hathaway

Answer; I was

Question 2d When did you become acquainted with her

Answer; nineteen years ago last March

Question 3d How long before her death did you know her

Answer; I saw her Lethe over a year before she Died

Question 4th What was the Condition of her mind at that time

Answer, I thought it was better then I had seen it and thought her trip had done her much good

Question 5th How would her mind compare with that of other peoples

Answer; I should think it was as good as the generally of persons

Question 6th What was the condition of her mind as to insanity

Answer; I never saw any insanity about her

Question 7th What was her ability to understand an instrument of writing if read to her

Answer; she would understand it, because her memery was good

Question 8th What was her ability to dispose of her property

Answer; I think she was full capable to dispose of her property to whome she pleased and had a right to do so

Question 9th What did ~~you~~ Mr Nicholas Hathaway (her father) say in reference to his disposing of part of his property to Leanora

Answer; I heard him say that he wished Hathaway her to have enuf property, if she was disposed not to live with her Brothers & sisters, that she should have sufficiencyty to live with her neighbors or strangers and to have some to give presents to them that should take care of her

Question 10th How far did you live from her Answer, about a quarter of a mile

Question 11th How often did you see her Answer. I saw her more or less every week when at home

Upon Cross Examination the same witness deposeth farther

Question 1st

Did you ever know of Leanora doing any trading? Answer — I did not

Matil Parke

4 Witnesses for ~~Plaintiff~~ Defendant their fees $1,50
Justice fees
the above costs paid by Defendant 1,67

I, Harvey Cushman a justice of the Peace in and for the township of Rush in the county of Champaign Ohio do hereby certify that the above named Olive Howard, Lucretia Parke, Jannet Sprague, ~~and~~ Matilda Parke, Lucretia Gager, and Angline Foster were by me first Duly Sworn to testify the truth, the whole truth and nothing but the truth & that the foregoing Depositions by them respectively subscribed, were by me reduced to writing and were taken at the time and place specified in the inclosed notice

In testamony whereof, I have hereunto set my hand this 28th day of May AD, 1853

Harvey Cushman

317
175
492
25
577

Plaintiff's Deposition (First)

At the same time and place and both parties present Lucretia Gager and Amaline Foster was called by the plaintiff to give testimony in the same case, which Lucretia Gager of Champaign County, of lawful age being first duly sworn by me as hereinafter certified deposeth as follows

Ques. 1st By Pltff. State whether you were acquainted with Leander Hatheway now deceased

Answer yes I have been acquainted with her about thirty or thirty five years

Ques 2 During the last years of your acquaintance with her what was her capacity mentally

Ans. She was not considered a fool by any means but I know she was not considered capable to transact any business and her friends did not consider her capable

Ques 3. Did this incapacity to transact business arise from phisical weakness or mental power

Ans. ~~then~~ for want of mental power

Ques 4. Was she ever permitted by her father to do any business requiring the exercise of reason so far as you know

Answer; not as far as I know

Ques 5. What is your opinion of her ability mentally to dispose of her property, or in other words was she a woman of sound mind

Ans. I should not consider her of a sound mind

Ques 6. From what you knew of her would not it be very easy for any ~~[illegible]~~ persons to get her to sign a will giving her property to them

Ans. I should think it would be, she was a person easely persuaded —

Upon cross Examination of Counsel for Defendant the witness deposes as follows

Sec

Ques 1st what Connection are you to the plaintiff in this Case

Answer; None

Ques 2d How far ~~lived~~ you Lived from her for the last years of her Life Answer; Part of the time within ~~of~~ three & part within six or seven Miles

Ques 3d dest you know whether she could read & write

Answer; I should think she could read; I do not know that I ever heard her

Ques 4th dest you personally know her or do you get your information from hearsay; Answer I personally know her

Ques 5th How often did you see her during the last year of her Life

Answer I did not see her the last year of her Life

Ques 6th why do you say you personally know her

Answer; I moved in this country in the year 1818 & lived in her Father's house I used to see her every week, I lived within speaking distance of her Father

Ques 7th How Long since you Left

Answer; In the year of 1818.

Ques 8th what kind of a memory had she Answer She had a good memory

Ques 9th did you think she insane

Answer No

Ques 10th was her mind sound

Answer; I should think it was not

Ques 11th would she understand a common instrument of writing if read to her

Answer; I should think in one sence she would and in another

~~or in~~ she would not, I should think she would understand that it was read to her, but the contents she would not understand

Ques 12th Could she recollect a text or sermon so that she could relate its substance after hearing it

Answer I cannot tell whether she could or not, it is a subject that I never heard her talk about

Ques 13th Could she distinguish such the difference between persons ~~[illegible]~~

Answer; yes she could distinguish Persons she was not blind

~~Ques 14th Would she know what person persons she was willing her property to if they were [illegible] to her~~ will was read to her out naming their names

Answer; I should think she would

Re examined by Plff

Ques: Have you been personally acquainted with her up to within three or four years after time?

Answer; I have bin acquainted with her up to the time of her Fathers death

Lucretia Gager

Also Angaline Foster of Champaign county being of lawfull age being first Duly sworn as hereinafter certefied Deposeth as follows

Ques by Plff Were you acquainted with Leanora Hatheway

Answer; yes;

Ques 2 How long have you been acquainted with her

Answer; About thirty years

Ques 3 How far have you lived from her during that time

Answer between two & three Miles

4th

Question 4th What was her mental capacity
Answer She was not very bright I should not think her capable of taking care of herself
Question 5th Did this inability arise from physical weakness or want of mental power sufficient to do so?
Answer I do not think her mind sufficient
Question = Was she capable of transacting business ~~or not Why was she incapable~~
Answer; I should think not
Ques 7 Was she ever permitted by her father to do business so far as you knew?
Ans I do not know
Question 8th State whether she was considered a woman of sound mind by her friends & neighbors
Answer She was not
Question 9th From your acquaintance with her do you think she was a woman of sound mind
Answer I should not think she was
Question 10th Up to what time were you acquainted with her
Answer; up to the death of her Father

Upon cross Examination by Consel for Defendant the witness deposes as follows
Question 1st What connection are you to the Plaintiff Answer; ~~Her~~ I am sister in law to Elphas Burnham Nonnaline Foster

2 Witnesses for Plaintiff their fees, 75 cts
Justice fees $1,00
Costs paid by Plaintiff

(6) Question State ~~how long~~ whether you ~~had or should~~ knew her ~~at~~ about the time of her death ~~if~~ so ~~and~~ what was the condition of her mind at that time

Answer I saw her about a week before her death sickness I ~~did not discover~~ conversed with her at that time and she spoke of some money she was owing me, and paid me for medicine I think thirty seven & a half cts. and I did not discover any difference in the condition of her mind.

(7) Question State whether she did or did not transact her own business with you

Answer. She transacted her own business with me

(8) Questions state whether there was or was not any ~~other~~ dealings between you other than the time you speak of her paying you the money

Answer. She paid me small amounts for medicine frequently before that time sometimes she paid me within two weeks & sometimes it would be a month or six weeks

(9) Question State whether she could or could not recollect the amount due you

Answer. Yes she always did recollect the amount due.

Question state whether you would or would not consider her competent to transact her own business

Answer I would consider her competent in common business that she had to do with

Upon cross examination by plaintiff the said John A Simmerman further says that.

Question How far did you live from deceased since your acquaintance with her previous to her death

Answer. I lived about eighteen miles distant until within

~~within~~ seven or eight months ~~from~~ before the time of her death, I have lived within about eight miles

Question Do you consider her as competent to transact business as Women generally are

Answer. I considered her competent so far as her own business was concerned

Question, was your acquaintance with her general or limited

Answer. Limited

John A Simmerman

I Henry Burnham a Justice of the peace in and for the township of Pike in the county of Madison. Ohio. do hereby certify that the above named John A. Simmerman was by me first duly affirmed to testify the truth the whole truth and nothing but the truth. and that the foregoing deposition by him respectively subscribed was reduced to writing by me and was taken at the time and place specified in the inclosed notice

In testimony whereof. I have hereunto set my hand this 14th day of May in the year 1853.

Henry Burnham J.P.

The State of Ohio Madison County }

I A. A. Hume Clerk of the Court of Common Pleas for said county do hereby certify that Henry Burnham was at the time of taking the forgoing Deposition and now is an acting Justice of the Peace in and for said county, duly commissioned and qualified according to law.

In testimony Whereof I have hereunto set my name and affixed the seal of said Court at London this 17th day of June AD 1853.

A. A. Hume Clerk

Juliette Hathaway by
E Bunsen Jennings
vs
Salome B Davis & Ann E Nee
Etals by Marquis McClain
their next friend

Common Pleas in Chancery
Huron County, Ohio
On complaint to set aside
the will of Lawson Hatha
way dec'd

Depositions will be taken
in this case, by the defendants at the house of John
Simmerman in the Town of Liverpool County of Huron
and State of Ohio on the 14th day of May
between six & 11 and Nine P M

May 11th 1853

Salome B Davis & Ann E Nee
Etals by R. G. Goldwell their
atty

We acknowledge service of the above notice May 11th 1853
Curry & Robinson
Sol's for plff

Juliette Bathurst
by her Guardian
C. Burnham
vs
Salome C. Davis
Ctd

Depositions of witnesses taken in a cause pending in the court of common Pleas in Chancery sitting within and for the county of Union Ohio wherein Juliette Hathaway is complainant and Salome C Davis, Ann E. Reed, Et als. is defendant and for said defendants in pursuance of the notice hereto attached, and at the time and place therein mentioned Elphas Bunkum as guardian for the plaintiff and [illegible] for defendants was present

John A. Simmerman of the County of Madison of lawful age being first duly ~~sworn~~ affirmed by me as hereafter certified, deposes as follows:

(1) Question – Was you acquainted with Lear ora Hathaway in her Lifetime if so how Long

Answer I have been acquainted with her four or five years

(2) Question What is your occupation

Answer. A. Physician

(3) Question State whether you have ever prescribed for her as a Physician

Answer I have frequently

(4) ~~Question have you had a Chance to Know whether~~

(4) Question State whether you considered her of a sound mind

Answer So far as I have had an opportunity of knowing I have not discovered any defect in regard to her memory

(5) Question State whether you consider her of sufficient mind to understand an instrument of writing if read to her

Answer I would suppose she would understand any common instrument of writing of a plain nature

No. 53-CH-7

Union Common Pleas Court

Alfred Merrick *Plaintiff,*

against

David Watkins *Defendant.*

MAR TERM. 1853

Settled & Costs paid

Journal ..... *Page* .....

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

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

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Alfred Merriek

7

David Watkins

Bill in Chy

Filed April 5 1853
James Turner clerk

Settled & costs
Paid
no Recd

T V R

To the Court of Common Pleas in and for the County of Miami in the State of Ohio in chancery sitting

Alfred Merrick of the County of Allamakee in the State of Ohio respectfully represents that on the 1st day of April AD 1852 your petitioner obtained a judgement against David Watkins of the County of Miami in the State of Ohio, for the sum of seventy dollars and ninety five cents debt and twenty two and one half cents costs, before John B Coats, a justice of the peace in and for said Miami County and afterwards such proceedings were had upon said judgement that an award of Execution was obtained against the lands and tenements of the said David Watkins, in favor of your petitioner in the Court of Common Pleas in and for said County of Miami at the March Term AD 1853 of said Court to satisfy said judgement, with the interest thereon from said 1st day of April AD 1852 with the increase costs made upon said judgement amounting to ninety cents and the costs made in said Court of Common Pleas in obtaining said award of Execution aforesaid amounting to the sum of four dollars & forty four cents

Your petitioner further represents that afterwards to wit on the 25th day of March AD 1853 a writ of execution duly issued out of said Court of Common Pleas directed to the sheriff of said County commanding him to make said sums of money out of the goods and chattels, and in default thereof of the lands and tenements of said David Watkins and bring the same into said Court of Common Pleas and the said Sheriff William C Malin afterwards on the 4th day of April AD 1853 returned said writ endorsed "No goods or chattels, Lands or tenements found whereon to levy"

Your petitioner further represents that the said David Watkins has no goods or chattels, Lands or tenements liable to any execution whereof said debt can be made

Your petitioner further represents that the said David Watkins by title Bond dated February 22d AD 1848. bought of Catharine A Hickey and Samuel R Bullock. Executor of Armstead M Barry of the city of Lexington in the state of Kentucky the following real Estate situate in said county of Brier described as follows to wit Beginning at a stake in the south margin of the Maysville & Bellefontaine State road. and North West Corner to a lot of land sold to James Smith. thence with said Smiths line. S. 8.50' E. 83 poles to a stake. witness two hickories and elm. thence S. 81.10' W. 14½ poles to a stake. witness an oak Hickory and ash. thence N. 9.25' W. passing the South East corner of S. Tillinneys lot. and with his line 90 poles to the said road. thence with said road S. 73. E. 16¾ poles to the place of begining containing Eight acres and seventeen poles in survey No. 3354 Your petitioner further represents that he is not able to state what amount of money the said Watkins has agreed to pay for said premises to said Catharine A Hickey & the said Executor of said Armstead M Barry but. your petitioner represents that the said Watkins has paid almost all of the remaining purchase money of said premises. but the exact ballance remaining unpaid your petitioner is unable to state; Your petitioner further represents that said Watkins has never obtained a deed from said Hickey & Bullock for said premises but owns an equity in the same which should be sold & the proceeds thereof be applied to the payment of your petitioners said debt

Your petitioner therefore prays that the said David Watkins. Catharine A Hickey. Samuel R Bullock &c be made defendants to this Bill. that the writ of subpoena may issue. that notice by publication be made. that they may answer all and singular the matters herein set forth. and especially answer how much money yet remains unpaid. of the purchase money for said premises. and yet due to the said Hickey & Bullock as

as said Executor, that said premises be sold by order of this Court, that the ballance of said purchase money be paid to said Hickey & Bullock as said Executor. that, the Ballance of the proceeds, of said sale of said premises or so much thereof as may be necessary, be applied to the payment of your petitioners said Judgment against said David Watkins, and that upon the full payment of said purchase money, the said Hickey, and said Bullock as said Executor may convey by Deed, said premises, to the person who shall purchase the same at the sale thereof, and that your petitioner may have such other and further relief as equity may require &c

Curry & Robinson

Attys for Petitioner

Union Comm Pleas

Alfred Merrick

vs

David Watkins. Et al

Sub in Chancery

Filed April 5th 1853

James Lemon Clerk

Received this writ April 5th 1853

Levied this writ by delivering to David Watkins a certified copy of this writ April 5th 1853

Also within named Cornelius Nickles and Samuel R Bullock not found April 5th 1853

Fees Mileage	5
Retn	75
Copy	25
	$1 05

William C Mahan Sheriff

Curry & Robinson
Attys for Plff

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon David Watkins, Catharine A. Hickey & Samuel R Bullock

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

Alfred Merrick

and this they 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 5th day of April A. D. 1853

James Turner Clerk of Common Pleas.

Alfred Merrick

v

David Watkins et al

Rec for Sub

Filed April 5 1853

James Lynn Clerk

Alfred Merrick
v
David Watkins
et als

Chy

Issue subpoena for David Watkins
Catharine A Hickey and Samuel
R Bullock the defendant to this
bill

To the clerk
of Mun Common
Pleas April 5th 1853

Curry & Robinson
Solrs for petn

Chancery Case File

Case No. 1853-CH-0008

No. 53-CH-8

Union Common Pleas Court

Thomas Moore
Plaintiff,

against

Alonzo Gitchell
Defendant.

APR TERM. 1854

Decree for Plaintiff

Journal	6 5	Page	361 302
Record No.	6	Page	713
Ex. Doc.	A	Page	431

The J. D. Smith Co., Manufacturers, Springfield, Ohio.

Cly ~~42~~ 29

Thomas C Moore

vs

Alonzo Gilchrist

233
268
303

cert bill made
Record.

Recorded

$19.08

J Lee Clk $6,00
Shff Malin 5 08 Paid
Dr Hamilton 3 50
Coats 3 00
Appraisers fees 1 50
$19,08

No 42

Thomas C Moore

v

Alonzo Gitchell

Bill in Chy

Filed April 22 1853
James Lyons Clerk

No 1

X

NWR

To the Court of Common Pleas within and for the County of Union in the State of Ohio in Chancery sitting

Thomas C. Moore of the County of Union aforesaid respectfully represents that Alonzo Gilchell of County unknown in the State of Illinois (and whom your orator prays may be made defendant to this Bill) being seized in fee simple of the following real Estate situate in said County of Union, described as follows to wit Beginning at three sycamores and two hickories on the Bank of the Mill race, at the westerly corner of lands sold by Standish Colver and wife to William Parkinson on the 22d day of May A.D. 1840, thence down the Milford Mill race on the line of said Colvers deed made to said Parkinson calls for. to wit N. 62. E. 20 poles to a hickory, thence S. 74. E. 20 poles to the line of Lot No 41 in Milford thence Northerly in the same direction of the Westerly line of said lot leading from the road toward the said Mill race one pole, thence westerly between the said race and the said Northerly line of the lands aforesaid conveyed by the said Colver to the said Parkinson as far up the said race as the beginning, thence crossing from the race to the beginning it being one pole, which is intended to include one pole wide from the beginning corner to the corner of Lot No 41 adjoining the said Colver land sold to said Parkinson, lying between said line and said race, and being indebted to the said Moore in the sum

of three hundred and seventy dollars and sixty six cents, to secure the payment thereof, by his deed duly executed on the 26th day of October AD 1848 conveyed the said premises to your Orator in fee simple but subject nevertheless to a condition of defeasance on the payment of said sum of three hundred ~~and~~ seventy dollars and sixty six cents as follows to wit. One hundred dollars within six months from the date of said deed, one hundred dollars within one year from said date, one hundred and seventy dollars and sixty six cents on the 19th day of April 1848, the last two sums on interest from the date of said deed, as in and by said deed of Mortgage a copy of which is herewith filed and made part of this Bill, will more fully appear. which mortgage deed was on the 27th day of October AD 1848 duly recorded in said County in the Book of the records of deeds & Mortgages No. 11, page 606 = Your Orator further represents that neither the said sums of money nor any part thereof ~~was~~ paid to your Orator at the time limited in that behalf; whereby the legal Estate in said premises became and was vested in your Orator redeemable nevertheless in equity upon the payment of said sums of money due and to become due with lawful interest That ~~the said sum~~ of three hundred and seventy dollars & sixty six cents principal and a large arrear of interest thereon being due, the said Alonzo Gilchrist has neglected and refused to pay, and the same remain due

has neglected [illegible]
mands due and unpaid - Your Orator therefore prays that notice
- be given to said Alonzo Ketchell by publication that the
Court of Subpoena may issue against the said Alonzo
Ketchell. That he may answer all and singular
the matters and things herein set forth, that an account
may be taken of what is due to your Orator upon his said
Mortgage debt, and the premises aforesaid be sold and
the proceeds thereof applied to the satisfaction of said
principal and interest; and that your Orator may
have such other and further relief in the premises
as equity and good conscience may require

By James W Robinson
Solr for Compt

Thomas C Moore

vs

Alonzo Liche

Filed June 23 1853

James Lynn clerk

No 2

X

Thomas C. Moore
vs
Alonzo Gitchel } Chancery

CHANCERY NOTICE.

ALONZO GITCHELL is hereby notified that on the 22d day of April 1853, Thomas C. Moore of Union county, State of Ohio, filed in the Court of Common Pleas, of the county of Union aforesaid, a Bill in Chancery against the said Alonzo Gitchell the object and prayer of which bill is to foreclose a mortgage deed given by the said Alonzo Gitchell to Thomas C. Moore, dated October 26th 1848 and recorded in Book 11, page 606, in the records of deed and mortgages in said county of Union, which mortgage deed was given to secure the payment of three hundred and seventy dollars and sixty-six cents. The said Alonzo Gitchell is further notified that unless he appear and plead, answer or demur, to the said bill within sixty days after the next term of said court the said Thomas C. Moore, at the next after the expiration of said sixty days, will apply to said court to take the matters of the bill as confessed and decree thereon accordingly.

JAMES W. ROBINSON.

Apr. 27th '52 t6p$3.50 Sols. for Compl't

I swear that the annexed notice was published in the Marysville Tribune, a weekly paper published and in general circulation in Union County, Ohio, for six weeks consecutively, beginning April 27th 1853. H. S. Hamilton publisher

Sworn to and subscribed in open Court this 23d day of June 1853. James Turner Clerk

$ fee $3,50.

with interest thereon from the 22nd day of November AD 1853, untill paid, to satisfy with the costs on said decree taxed to A. 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 29th day of December AD 1853

James Turner Clerk.

Received this writ December 29th 1853

And the within described Real Estate appraised on the 30th day of December AD 1853 by the oath of Robert D Reed James Snodgrass and Samuel Snodgrass at forty dollars and delivered a certified copy of the appraisement to the Clerk of the Court from which this writ issued =

Advertised said Real Estate in the Marysville Delaware a news paper published and in general circulation in union County, Ohio for at least thirty days previous to the day of sale hereinafter to wit on the 10th day of February AD 1854 it being the day I advertised the said Real Estate to be sold between the legal hours of ~~A M and~~ ten o'clock A M and four o'clock P M I offered said real Estate at the door of the Court house in said County at Public Auction and sold the same to Thomas G Moore for twenty seven dollars he being the highest and best Bidder and it being more than the two thirds of the Appraised value Nor

Thomas Moore
vs
Alonzo Titchele
Order of Sale
Filed Feby 10 1854
Marcus Lum Clerk

Fees Mileage	25	Feby 10th 1854
Fees	35	
Advertising	25	
Endorsement	100	
Copy of Appraisement	40	
Return	10	
Appraisers fee	1.50	
Printers fee	3.00	
	6.85	

William G Mullin Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Special Master
&c Greeting. Whereas at the November Term
of the Court of Common Pleas, continued and held
for said County on the 22nd day of November
AD 1853, in a certain cause in Chancery therein
Pending wherein Thomas Moore complainant
and Alonzo Mitchell defendant the
court ordered and decree that you expose
to sale the premises in the bill described
as follows to wit, Begining at three
sycamores and two hickories on the Bank of
the Mill Race at the westerly corner of lands
sold by Standish Colver & wife to William
Parkison on the 22a day of May AD 1840. thence
down the Milford Mill race on the line of
said Colvers deed made to said Parkison
calls for, to wit N. 62 E 20 poles to a hickory
thence S 74 E 20 poles to the line of Lot No 41
in Milford, thence Northerly in the same
direction of the westerly line of said Lot
leading from the road toward the said Mill
race one pole, thence westerly between the
said race and the said Northerly line of the
lands aforesaid conveyed by the said Colver
to the said Parkison as far up the said race
as the besining, thence crossing from the
race to the besining it being one pole
which is intended to include one pole wide
from the besining corner to the corner of lot
No 41 adjoining the said Colver lands sold
to said Parkison, lying between said line
and said race,
To satisfy said complainant in the sum
of Four hundred and Eighty two dollars

Gilbert Annie 11/18/54
James Lime Club

N04

SHERIFF'S SALE.

Thomas Moore vs. Alonzo Gitchell. } Union Common Pleas Court. In Chancery.

IN pursuance of an order of sale to me directed from the said court, I will, on the tenth day of February next, at one o'clock P. M. at the door of the court house in said county, offer at public sale the following real estate, situate in Milford in said county, described as follows, to wit:—being a strip of land lying north of the line of a l t of land sold by S. Colver to William Parkison by deed dated May 22d 1840, and between said line and the Milford mill race, and extending as far west as said lot sold as aforesaid, and as far east as the west line of lot No. 41 in said town; and for a more full description thereof reference is hereby made to the petition in the above case. Appraised at forty dollars.

W. G. MALIN, Sheriff,
and Special Master Commissioner.

January 11, '54-w4

The state of Ohio Union County ss
John B Coats publisher of the Marysville Tribune a weekly news paper of general circulation in said county being duly affirmed says and affirms that the annexed notice was duly published in said paper for more than ~~3~~ thirty days prior to the tenth day of February AD 1854

John B Coats

Affirmed by John B Coats this 11th day of April 1854 before me

James Lawrence Clerk

Thos Moore
v
Alonzo Gutchell

Dec for Replevin

Filed Decr 29 1853
James Lunt Clk

Thomas Moore
vs
Alonzo Pitchell

Amer Common Pleas
In Chancery

Issue an order of sale in this case
James W Robins
Att for Plff

To the Clerk of
Amer Common Pleas
Dec 28th 1853

Thomas More

vs

Alenzo Gitchell } Chancery

The complainant came and made proof to the satisfaction of the court that due notice hath been given to the defendant Alenzo Gitchell of the filing and pendency of this Bill and thereupon this cause is continued

Chancery Case File

Case No. 1853-CH-0009

No. 53-CH-9

Union Common Pleas Court.

Maria B Strong
Plaintiff,

AGAINST

W W Woods,
Defendant.

MAR TERM, 1853

Nov 1853

DECREE FOR PLAINTIF

DECREE FOR PLAINTIF

Journal 5 Page 284

Record No. 6 Page 549

Ex. Doc. A Page 398

May 47

Monica B Strong
vs

W W Woods

Cert bill made

Recorn

the next immediate estate of inheritance in said premises, subject to the dower estate of your petitioner, your petitioner therefore prays process of subpoena against the said William W. Woods, and that he may to the best and utmost of his knowledge remembrance information and belief, full, true, direct, and perfect answer make to all and singular the matters aforesaid, and that 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 Honor shall seem meet, and she shall ever pray &c

By Coles Porter
her Sol'r

Issue a Subpoena for William W Woods
Clerk Mon Com Pleas
June 23. 1853

~~Filed~~ ~~25~~ 47
Mon Com Pleas

Marie B Morris
vs
W W Woods

Filed June 23 1853
James Dunn Clerk

No 1

Coles Porter

To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting

Respectfully represents unto the Court your petitioner Maria B. Strong of the County of Hancock and State of Illinois, That about the year AD 1817 your petitioner intermarried with Silas G. Strong, then of Oneida County and State of Newyork, that the said Silas G. Strong departed this life, on or about the eighth day of October AD 1852, that his residence at his death was in said Hancock County Illinois that he left your petitioner his widow, but left no children, that said Silas G Strong during coverture, with your petitioner was seized as an estate of inheritance, of the following real Estate to wit, situate in the County of Union and State of Ohio, Bounded and described as follows Being part of Military Survey No 3351, beginning at a stake corner to a lot owned by the heirs of Samuel B. Johnson, north side of the Marysville, and Dublin State Road, thence south 53° E. 40 poles to a stake, thence N. 37 E. 25 poles to a stake, in the original line of said Survey, thence North 11° West 80 poles, to a stake another of said Johnsons Corners, and from thence South 80 West and from the beginning North 38 East, until said lines meet at another corner or angle in said Johnsons lot, containing ten acres more or less, in which your petitioner is entitled to dower according to the statute in such Case made and provided, your petitioner further shows that William W Woods of said Union County, is the owner of said premises, and has

Maria B Strong

vs

William W Woods

Sub in Chy

Filed June 23
AD 1853
James Turner Clerk

No 2

Cole & Porter
attys for Pltff

Received this writ June 23 AD 1853
Served ~~by delivering~~ 23 AD 1853 by delivering to W W Woods
a certified copy of this writ
Fees Mileage 5
Service 35
Copy 20
Return 5 William C. Martin Sheriff
65 by Augustus Turner Deputy

The State of Ohio, Union county, ss:

To the Sheriff of the County of Union Greeting:

We command you to summon William H Woods

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 by

Marice B Strong

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 23rd day of June A. D. 1853

James Turner Clerk of Common Pleas.

Mario B Stony
vs
Wm Woods

Writ for Dower

Filed Nov 23 1853
James Lum Clerk

103

Received this Writ November 23d 1853
Have Executed the Writ by the oaths of the within named Commissioners Bruce Report is herewith Returned.
November 23d 1853

Geo W Allase 1 50
Fees 1 00
Return 5
Commissioners Fees 3 00
4 10 William C Martin Shff

Expences, and that you forthwith certify under the premises, you distinctly certify under your hand & our said Court of Common Pleas forthwith, that have you then and there this Writ

Witness James Lum Clerk of our said Court of Common Pleas this 23 day of November 1853

James Lum Clerk

The State of Ohio
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 Marie B Strong of Hancock County Illinois widow of Silas D. Strong late of said Hancock County deceased, one full equal third part of the following real Estate situate in the County of Union and State of Ohio, Bounded and described as follows, Being part of Military survey No 3351 beginning at a Stake corner to a lot ~~corner to a lot~~ owned by the heirs of Samuel B Johnson, north side of the Marysville and Dublin State Road, thence south 53° E. 40 poles to a stake, thence N. 87 E. 25 poles to a stake in the original line of said survey thence North 11° West 30 poles to a Stake another of said Johnson's corners, and from thence South 80 West and from the begining North 38 East untill said lines meet at another corner or angle in said Johnsons ~~corner~~ lot Containing ten acres more or less, In pursuance of an order lately made in our said Court of Common Pleas, within and for said County of Union, in a certain petition for dower, wherein the said Marie B Strong is petitioner and William W Woods is respondent, and ~~by~~ 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

Filed Nov 23 1853
James Lum clerk

No 4

Mariah B. Strong
vs
William H. Wood

Common Pleas
Petition for Dower

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 writ described, we do find the premises are entire, and that no division thereof can be made by meets and bounds, and do therefore set off and assign to Mariah B. Strong as and for her Dower thereof the sum of nine Dollars yearly during her life being one third part of the clear annual rents issues and profits of said premises after deducting all necessary expenses estimated for the year ~~[illegible]~~ from the 23d day of June 1853 to this day, excluding all permanent and valuable improvements after the husband of said complainant ceased to be owner thereof, — at twenty Dollars per year.

Dower Bill filed per [illegible]
Recording expenses

November 23d 1853

Geo. W. McCleary
B. F. Kelsey
Jacob Brown

No. 398

Maria B. Strong
by
W. W. Moore

Damages $12,75
Costs 7,81
This writ 10

Filed April 2nd 1855
Lake Canoe Clk

Recorded

25-64

Received this writ March 21st A.D. 1855
Served this writ April 5th A.D. 1855 and received of the defendant in this case the sum of twenty five dollars and sixty four cents it being the amount of Damages and costs in this case

Fees Service .55
Mileage .05
Poundage .50
.90

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 23d day of November A. D. 1853,

Maria B. Strong recovered against W. W. Woods

as well as the sum of _____ dollars and _____ cents for _____ debt, as the sum of twelve dollars and Seventy five cents, for _____ damages; as also the sum of $ 9,87 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 W. W. Woods

you cause to be made the debt, damages, and costs aforesaid, with interest ~~thereon~~ on $3,75 from Nov. 23d 1853 & $9,00 from the 23d day of November A. D. 1854 until paid, also the sum of $ _____ 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 21st day of March A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

375
6
2250.
31
53

$ 12.75
5-31
6 | 3 28
5
31

5 1/3

D. A. 398

Maria B. Strong
vs
W. W. Woods

Damage $9,00
Costs
This writ 70

Filed Jany 12th 1836
Saben Rendall Clerk

Recorded

Cole & Porter
for Pltff

Receive this warrant December 16th A.D. 1835
Serve the defendant January 8th 1836 and
Return the amount of debt and costs
on this warrant

Fees defendant	35
Mileage	05
Return	10
Commission	20
Defendant pay fees	70

William H. Dall 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 23d day of November A. D. 1853;

Maria B. Strong recovered against

W. W. Woods

as well as the sum of nine dollars ~~and cents~~ for her 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 W. W. Woods

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 23d day of November A. D. 1855 until paid, also the sum of $ 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 13th day of December A. D. 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

CH 13

No. 53-CH-10

Union Common Pleas Court.

Maria B Strong
Plaintiff,

AGAINST

Cyrus Fay
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTF

Journal 5 Page 280

Record No. 6 Page 552

Ex. Doc. 4 Page 398

#45415 Hamer

My 48

Maria B Strong

vs

Cyrus Hay

Cert bill & mandate

Recd

~~Case 84~~ Cy 48

Minor Com Plas

Munn, B. Strong

vs } Pet for Dower

Cyrus Jay

Filed June 23 1853

James Lemon Clerk

Colo Porter

Issue a Subpoena to the Sheriff of Franklin Co for Cyrus Jay, a lunatic & northwards

Clerk Minor Com Plas

Atlanta 23rd 1853

Colo Porter
Sol's for Complt

To the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery Sitting.

Respectfully represents unto the Court, your petitioner Maria B. Strong of the County of Hancock and State of Illinois that about the year AD 1817. your petitioner intermarried with Silas S. Strong then of Oneida County and State of New York, that the said Silas S. Strong departed this life on or about the eighth day of October AD 1842. that his residence at the time of his death was in said Hancock County Illinois, that he left your petitioner his widow, but left no Children, that the said Strong during coverture with your petitioner was seized in an estate of inheritance of the following real estate, In lot No. (44) forty four, in the Town of Marysville, County of Union and State of Ohio in which your petitioner is entitled to dower according to the statute in such Case made and provided; your petitioner is informed that, Cyrus Fry of the County of Franklin Ohio is the owner of the above described premises and has the next immediate estate of inheritance subject to the dower of your petitioner, your petitioner therefore prays process of subpoena against the said Cyrus Fry and that he may to the best and utmost of his knowledge remembrance information and belief, full true direct and perfect answer make to all and singular the matters aforesaid; and that 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 Honor may seem equitable and she shall ever pray &c

Fay & Porter her Sol's

Marion B Thomas
vs
Comes Story
Court of Claims

Filed Nov 23 1853
Jacob Lee Clk

Received this writ November 23d 1853
I have Executed this writ by the attach of
the with in named Commissioner whose
Report is hereunto Returned
November 23d 1853

Fees Mileage	5
Fees	100
Return	5
Commissioners fee	300
	4.10

William C Mulin Sheriff

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 Maria B Strong of Hancock County Illinois widow of Silas G Strong Late of said Hancock County Illinois dec'd one full equal third part of the following real estate situate in the County of Union and State of Ohio to wit In Lot No (44) forty four in the Town of Marysville in said County of Union 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 Maria B Strong is Petitioner and Cyrus Gray defendant, 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 proceedings in the premises you distinctly certify under your hand to our said Court of Common Pleas forth with and have you then there this writ

Witness James Turner Clerk of our said Court of Common Pleas This 23 day of November AD 1853
James Turner Clerk

Maria B Strong
vs
Cyrus Gay
Writ in Chy

Filed June 28 1853
James Lyons Clerk

Cole & Porter
Attys for Plff

Search this section for Cyrus Gay
Returned by Coffin
June 25 1833
John Greenleaf Whittier
Fee 50 cts
Paid 1805

The State of Ohio, Union county, ss:

To the Sheriff of the County of Franklin Greeting:

We Command you to summon
Cyrus Gay

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~~ Forth with, to answer a Petition in chancery, exhibited against him by

Maria B Strong

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 23 day of June A. D. 1853

James Turner Clerk of Common Pleas.

Filed Nov 23 1853
James Lum Clk

Maria B. Strong
vs
Agnes Gray } Com. Pleas Fa. Dam.

In obedience to the order of the Court in this case, after being first duly sworn, and upon a careful review of the proceedings in the court to be asked, we do find the premises are entire and that no division thereof can be made by metes and bounds. And do therefore set off and assign to Maria B. Strong as and for her dower therein the sum of fifteen dollars yearly during her life being one third part of the clear annual rents, issues and profits of said premises estimating the yearly value of said dower from the day of June 23 1854 "the day" exclusive of all permanent and lasting improvements, after the husband of said complainant ceased to be the owner thereof.

~~Duly sworn to estimate the value~~ S. W. Cheney } Com.
at forty five dollars for expense of
reducing money expending
November 25. 1853 } B. F. Kelly } Commissioners
Jacob Bause

D. A. 398

Maria B. Strong

vs

Cyprus Gay

Debt $15,00

Costs

this writ 70

Filed Jany. 12th 1834

Yalter Randall Clerk

Recorded

Cole & Porter

for Plff

15-10
9.10
24.20

35-
05-
12
5-0
25-0
16.2 0
2
2.40
5
16.2 0
16.3-2
1 1
16.6 3

Determine this ninth December 1834

Assess the same Damages & the costs accrue

Determine the full amount of sixty one cents

in this case

~~Hollin~~ Wm. A. Ad- Justice

Fees Assess 35-

Writs 05

Return 10

Summons 37½

Determine and fees

Wm. A. Adams Justice

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* 23d *day of* November *A. D.* 1853,

Maria B. Strong *recovered against*

Cyrus Gay

as well as the sum of fifteen *dollars and*

cents for her 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 Cyrus Gay

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 23d *day of* November *A. D.* 1855 *until paid, also the sum of* $ *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 13th *day of* December *A. D.* 1855.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

Chancery Case File

Case No. 1853-CH-0011

No. 53-CR-11

Union Common Pleas Court.

Maria B Strong
Plaintiff,

AGAINST

W W Woods et al
Defendant.

JUN TERM. 1854

DECREE FOR PLAINTF

Journal 5 Page 341

Record No. 7 Page 73

Ex. Doc. A Page 499

Cly ~~#~~ 32.

Maria B Strong

vs

W. N. Woods
Et al

Cost bill made
Recorn

Recorded

Maria B Strong

v

W Woods et al

Praecipe for Sub

Filed June 23 1853
James Lynn Clerk

No 1

C & P

Maria B Strong }
v } Mon Com Pleas
W W Woods et al } Petn for Mandamus

Issue a subpoena for William W Woods, Justinus A Cassel, Emily Carr, James Buxton, Young Pilcher and Mary Pickett, returnable ~~next term~~ forthwith

Cyrus Porter
Sol for Complt

Clerk Mon Com Pleas
June 2 1853

Maria B Strong

vs

W W Wells Et al

~~Sheriff~~ Chy

Filed June 23rd
AD 1853
James Turner
Clerk

No 2

Cole & Porter
Attys for Plff

Received this writ June 23 AD 1853
served June 23 AD 1853 by delivering to each of the within
named defendants a certified copy of this writ
Fees Mileage 5
Levy 1.35
Copies 1.20
Return 5
$2.65

William C. Martin Sheriff
by Augustus Turner Deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William W Woods Gustavus A Cassil Emily Cassil Darius Burton Young Richey & Mary Prickett

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 in chancery, exhibited against them by

Maria B Strong

and this They 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 23rd day of June A. D. 1853

James Turner Clerk of Common Pleas.

Statute in such case made and provided, Your petitioner is informed that William W Woods, Gustavus A Cassil, Emily Cassil, Darius Buxton, Young Richey and Mary Picket all of the County of Union Ohio are the owners of the above described premises in common and have the next immediate estate of inheritance subject to the dower estate of your petitioner ~~fore prays process of subpoena~~ Your petitioner therefore prays process of subpoena against the said William W Woods, Gustavus A Cassil, Emily Cassil Darius Buxton Young Richey and Mary Picket, and that they may to the best of their knowledge, remembrance information and belief, full true 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 Honor may seem equitable and she shall ever pray &c

Cole & Porter Sol's for Compl't

~~Law 33~~ Chy 49

Union Com Pleas

Maria B Strong
v
W W Woods et al

Pet for Dower

Filed June 23 1853
James Turner Clerk

No 3

Cole & Porter

To the Court of Common Pleas, within and for the County of Union and State of Ohio in Chancery sitting

Respectfully represents unto the Court your petitioner Maria B. Strong of the the County of Hancock State of Illinois, that on or about the year 1817. your petitioner intermarried with Silas J. Strong, then of Oneida County New York, that the said Strong, departed this life on or about the eighth day of October AD 1852, that his residence at the time of his death was in said Hancock County Illinois, leaving your petitioner his widow, but left no Children. That the said Strong 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, and bounded and described as follows In lot No. (58) fifty eight, in the town of Marysville in said County of Union, except seventeen feet on the South side of said Lot. conveyed to Strong Lacey by said Silas J Strong; Also In lot No. (59) fifty nine in said Town of Marysville. except forty feet front. by sixty feet. in the south east corner thereof, Also part of In lot No. (51) fifty one in said Town of Marysville, beginning at the south West corner of said In lot. No. (51), thence with the front thereof Northerly 16½ feet, thence with the front on the public square 20 feet, thence South 45° E. about 40 feet to a stake, five feet from the South line of said lot No. (51) thence East about 4½ poles to the east line of said Lot (51), thence 5 feet to the South east corner of said Lot No. (51) thence W. eight poles to the beginning, in which your petitioner is entitled to dower according to the

B Strong is petitioner and William Moore Eustacius A Cassil, Emily Cassil, Davis Buxton, Young Richey, and Mary Nickor are respondents and in like manner and by the oaths of the same men, you make a just and true appraisement of the yearly value of said real Estate, afte deducting necessary expenses; and that you distinctly certify your proceedings in the premises ~~to us~~ under your hand to our Court of Common Pleas forthwith, and have you then and there this writ

Witness James Turner Clerk of our said Court of Common Pleas this 23 day of November 1853

James Turner clerk

Maria B Strong
vs
Moore et al

Writ of Dower

Filed Nov 23 1853
James Turner clerk

No 4

Received this writ November 23d 1853
I have Executed this writ by the oaths of the with in named Commissioners, whose report is herewith returned

November 23 1853

Fees Mileage 5
Fees 1 00
Return 5

Commissioners fee 3 00
410

William C Allen Sheriff

The State of Ohio

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 Maria B. Strong of Hancock County Illinois widow of Silas. I. Strong late of said Hancock County Illinois deceased one full and equal third part of the following real estate situated in Union County Ohio, bounded as follows, to wit lot No (58) fifty eight, in the town of Marysville in said County of Union, except 17 feet on the south side of said lot conveyed to Otway Curry by said Silas I Strong, —— Also in lot No 59 (fifty nine) in said town of Marysville except forty feet front by sixty feet, in the south east corner thereof —— Also part of in lot No (51) fifty one in said town of Marysville, Beginning at the south west corner of said in lot No (51) thence with the front thereof, Northerly 16½ feet thence with the front on the public square 20 feet thence South 45° E about 40 feet to a stake five feet from the south line of said lot No (51) thence East about 4½ poles to the east line of said lot No 51. thence 5 feet to the south east corner of said lot (51) thence west 8 poles to the beginning, in pursuance of an order lately made in our said Court of Common Pleas within and for said County of Union in a certain petition for dower, wherein the said Maria

Report of
Cunnis

Filed Nov 23 1853
James Lunn clerk

No. 5

Mariah B. Strong
vs.
W. W. Woods et al

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 writ described, we do find the premises are entire and that no division thereof can be made by metes and bounds, and do therefore set off and assign to Mariah B. Strong as and for her dower therein the sum of Forty Dollars yearly during her life being one third part of the clear annual rents issues and profits of said premises, estimating the yearly value of said premises from the 23 day of June AD 1853 to said day, excluding all permanent and valuable improvements after the husband of said complainant ceased to be the owner thereof.

At one hundred and twenty dollars per year after deducting all taxes & expenses
November 23, 1853

S. W. Brown
B. Tibbetts
Noah Davis

Commissioners

D. A. 499

Maria B. Strong
vs
W W Woods et als.

Debt $30,00
this writ ,70

Filed Dec. 31st 1836
Labin Randall Clerk

Cole Atty for Plff

Recorded

Received this ninth day of December 18th 1836
and delivered the same same against the debt
and costs on this account 29th Sept. 1836

Fees, serve 35
Mileage 05
Return 20
Commission 67½
Attorney fee William M. Dell 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 23d day of June A. D. 1856,

Maria B Strong recovered against

W. W. Woods et. als,

as well as the sum of thirty dollars and

~~cents~~ for her 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 ~~Woods~~ W. W. Woods et. als,

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 23d day of June A. D. 1856 until paid, also the sum of $ 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 13th day of November A. D. 1856.

Taber Randall Clerk,

"TRIBUNE" PRINT, MARYSVILLE, OHIO

D. C. 499

Maria B. Strong
vs
W W Woods et als

Debt $60.00
Costs
this writ 70

Filed Jan. 29, 1859
Saber Randall Clk

Recorded

P. B. Cole for Plff

Received this writ November 30th A.D. 1858. Upon the statement of Plfs attorny P. B. Cole it appears that W. W. Woods had paid his share of this judgement since that E. Y. Richy had two thirds of it to pay. No goods or chattles of the said E. Y. Richy are found on which to levy.
William H. Robb Sheriff

Sheriff Robb fees
Service .55
Return .10
.65

Received this writ of William H. Robb former Sheriff January 3d A.D. 1859 and on the 22d day of said month I levied on the following described real estate situate in the Town of Maysville being part of Lot No 51 in said Town beginning at the Southwest corner thereof thence with the front of said lot N. 16½ feet thence with front on square 20 feet thence S. 45 E. about 40 feet to a stake five feet from the South line of said lot. Thence East about 4½ poles to the East line of said lot. Thence five feet to the South East corner thereof thence W. 8 poles to the beginning. I caused the same to be appraised by the oaths of James Turner John Barbour and L. L. Simmons at one thousand dollars
By consent of P. B. Cole this writ is returned without advertising

Fees. Levy .55
Mileage .05
Calling Inquest .00
Appraisers fee 1.50
City of Attorny 4.0
Return .10
$5.40

Abraham Wily Sheriff
By W. H. Robb Deputy

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 21st day of June A. D. 1854,

Maria B. Strong recovered against W. W. Woods et, als,

as well as the sum of Dirty dollars and cents for her debt, ~~as the sum of~~ ~~dollars and~~ ~~cents, for~~ ~~damages:~~ as also the sum of $ for her 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 W W Woods et als

(On $30.00 from the 21st June 1857 $1.50

you cause to be made the debt, damages, and costs aforesaid, with interest thereon from the 21st day of June A. D. 1858 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 30th day of November A. D. 1858.

Taber Randall Clerk,

"TRIBUNE" PRIN', MARYSVILLE, OHIO

Chancery Case File

Case No. 1853-CH-0012

No. 53-CH-12

Union Common Pleas Court.

Henry Baldwin et al
Plaintiff,

AGAINST

John M Blue
Defendant.

JUN TERM. 1854

DECREE FOR PLAINTIF

Journal 3 Page 342

Record No. 7 Page 48

Ex. Doc. — Page

The J. D. Smith Co., Springfield, Ohio.

Chy [illegible] 26

Henry Baldwin Admr
of the Estate of
Thomas Baldwin

vs

John M Blue
et al

Cost bill
made

Recorded

Cert Bill

Clerk 8 44

Shff 5 18 Incl Payment June 19th 1862

Comm 12 00

Printer 5 00 paid by Baldwin

No 30

Henry Baldwin Adm
of the Estate of Thomas Bald
v.

Jonathan Blunstal

Petition to sell
Land

Filed June 23 1853
James Lemon Clerk

No 1

Jl Dargan Atty
for Petitioner

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

Your Petitioner Henry Baldwin Administrator of the Estate of Thomas Baldwin deceased. respectfully represents that the total value of the personal Estate and effects of said deceased is as near as can be ascertained One hundred and Ninty Dollars which will more fully appear by the papers filed in this case but not more than about ninty nine Dollars can be realized therefrom that the amount of debts owing by the deceased as nearly as they can be now ascertained amount to One hundred and eighty, three Dollars and eight One cents, and amount of the Charges of Administration to about seventy ~~three~~ five Dollars the Personal Estate and effects are insufficient to pay said debts. The said decedent died as an heir at Law of John Baldwin deceased being a Tenant in common with Marthaann Baldwin Henry Baldwin German Baldwin Frances C Baldwin John Baldwin Maryann Baldwin Jonah Baldwin and Jachomah Baldwin heirs at Law of John Baldwin deceased, the said Thomas Baldwin deceased, being entitled to the One undivided ninth part of the following Real Estate situate in Union County, on Mason County On the waters of Rush creek, being part of Survey No. 9743. Virginia Military land. Beginning at a Beeches in the East original line of said Survey thence ~~N~~ North said original line

North 10 W. 80 poles to an Elmn Ash and Pigeon Oak. Thence S 80 W. 200 poles to two Beeches from One Root, Thence South 10 East. 80 poles to an. Dogwood and Lynn. Thence N 80 E. 200 poles to the Beginning being Lot No 8. in the Subdivision of said Survey being One hundred Acres. Also being entitled, to the One undivided ninth part, of the following described lands Situated in Union and Monroe counties, described as follows. being part of Survey 9943. containing 88 Acres. Beginning at 2 Elmns ~~and~~ Ash and Oak, North east corner to Mershons East patent line Thence with Mershons line, S 80 W. 200 poles to 2 Beeches in the line Cookes. Thence N 10 W 70¼ poles to a stake, Thence N 80 E. 200 poles to a stake in the East patent line Thence with said line S 80 E. 70¼ poles to the beginning, The said decedent died leaving Sarah Ann Baldwin his widow, who is entitled to dower in the said premises. and The following persons heirs at Law of the said Thomas J. Baldwin deceased, having the next Estate of inheritance in the premises above described, from said decedent Namely Marat Jane Baldwin, The said Sarah Ann Baldwin, widow of Thomas J. Baldwin deceased, afterwards intermarried, with One John M Blue. Your Petitioner prays that the said John M Blue Sarah Ann Blue ~~and~~ his wife and Marat Jane Baldwin, the said persons described showing the next Estate of

Inheritance in said premises. described may ~~be~~ from said Decedent, May be made parties Defendants, to this Petition, and that the dower of the said Sarah Ann Baldwin, now the wife of John M Blue. May be set off, if it can be done. And if not that said entire interest of the said Thomas J Baldwin, May be sold, to pay the debts of his ~~sob~~ estate, Subject to the said Dower. And that your Petitioner May be ordered to sell, the said interest, of the said Thomas J Baldwin deceased, And such other relief.

J. M. Dougherty Sol for Petitioner

Henry Baldwin
Admrs of Thomas
Baldwin dec'd
vs
John M Blue
et al
Deft in Ohio

Received this writ June 23 1853
Served June 24 1853
Service due elec

102

H C Langdon
Sheriff P.M.

Received this writ June 23 1853 & ~~Delivering~~ ~~to Each of the~~ Leaving at the Residence of Each of the within Named Defendants a Certified copy of this writ

Fees Milage	100
Fees	75
Copy	66
return	8
	240

June 23 1853

William C Clark Shff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon John M Blue and Sarah Ann Blue his wife & Nanah Jane 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,~~ Forthwith to answer a Petition in chancery, exhibited against them by Henry Baldwin Admr of the Estate of Thomas J Baldwin dec

and this they 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 28 day of June A. D. 185 3

James Turner Clerk of Common Pleas.

N. Balden & als
of the Estate of
Ly Balden dec

vs.

Sarah A. Bald et al

Bill for order
to sell land

Filed December 30th 1853
James Turner

Albert Gallatin
Pleadings

Henry Baldwin adm. of the Estate of J Baldwin deceased
vs
Sarah Ann Blue and others

In Com'n Pleas

Petition to sell land.

You will issue an order for the appraisement of said lands in Petition described, and fill up the order, with the Names of Jesse Brown, Appolos Eastman and Mary Price as appraisers.

Dec 30 1853.

J. C. Dwight Atty for Petitioner

To James Irwin Clerk of Com. Pleas

to be appointed on Tuesday 10th day of January 1854

begining, by meters and bounds in each of said tracts of Land or specially of the Rents and Profits, if no division can be made, and also appraise said premises subject nevertheless to the encumbrances of Dower so assigned and make Return of your Proceedings herein to the next Term of our said Court of Common Pleas and have you then there this writ

Witness James Lowmer Clerk of our said Court of Common Pleas at Mansfield this 31st day of December AD 1853

James Lowmer Clerk

Received this writ December 31st 1854
Where Executed this writ by the oaths of the within Named Commissioners on the 28th day of March AD 1854 and I have with return the report of the Commissioners

April 11th 1854

Fees Mileage 1.45
Fees 1.00
Return 5
$ 2.30

William C Mackenzie

Henry Baldwin
Admrs of the Estate
of Thomas Baldwin
vs
John M Blair
Et al

Cont of Dower

Filed April
11 1854
James Lowmer Clerk

No 3

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 said County at the November Term Thereof A.D. 1853. in a certain Petition for the sale of Real Estate now pending in said Court. Wherein Henry Baldwin administrator of the Estate of Thomas Baldwin dec'd is Petitioner and John M Blue Et al are defendants we command you that by the oaths of Mains Wapon. & A Cassil & Joel Rice you cause to be set off and assigned to Sarah Ann Blue formerly Sarah Ann Baldwin the widow of the said Thomas Baldwin dec'd her Dower in the premises described in the Petition., to wit, situate in Union County and Marion County, Being part of Survey No 9943 Besining at 3 beeches in the East original line of said Survey. thence with said original line North 10 W 80 poles to an Elm ash & Pigeon oak, thence S 80 W 200 poles to two Beeches from one root, thence South 10 East 80 poles to an Iron wood & Lynn. thence N 80 E 200 poles to the Besining. being Lot No 8, in the subdivision of said Survey, being one hundred acres Also Part of Survey No 9943 in Union & Marion Counties, Containing 88 acres, Besining at 2 Elms and ash & oak North east corner to Mershons East patent line, thence with Mershons line S 80 W 200 poles to 2 Beeches in the line, Cookes. thence N 10 W 70¼ poles to a Stake, thence N 80 E 200 poles to a Stake in the East patent line thence with said line S 80 E 70¼ poles to the

Report of
Commissioners

Filed April
11 - 1854
James Lucas

N04

Henry Baldwin Administrator of the Estate of Thomas Baldwin deceased } Union Common pleas,
vs
John M Blue et al } Petition to sell land

In Obedience to the Order of the Court in this Case, and after being first duly sworn and upon Actual view of the premises in said petition described we, the undersigned Appraisers do find that said premises are located in two different Lots, and that no division thereof can be made by metes and bounds, and do therefore set off and assign, to said Sarah Ann Blue, as for her dower, therein the sum of ten Dollars yearly during her life being One third part of the clear annual rents issues and profits of said premises and we do estimate the just value of said real estate subject to and encumbered by the payment of said sum yearly at twenty Dollars per Acre

April 3 1854.

Appraisers fees $12.00

M Wason
R. A. Hawk
J. W. Rice } Appraisers

Henry Baldwin Adm. of the
of Baldwin deceased

Report of Sale

Filed June 19 1854
James Turner Clerk

No 5

Henry Baldwin, Administrator of the Estate of Thomas J. Baldwin, deceased,

versus

Sarah Ann Baldwin et al.

Common Pleas
Petition to Sell.

In pursuance of an order of sale made at the April Term 1854, 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 premises on the 10th day of June, 1854, I offered said property at public vendue and Jacomiah M. Baldwin, having bid therefor two hundred and eighty 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.

Henry Baldwin adm'r
of Thomas J. Baldwin
Deceased

Fees:
Publication of notice $5.00 paid
June 17, A.D. 1854.

Proof of
Notice of
Publication
The Boldin Estate

Filed June 19 1854
James Lunn Clerk

No 6

ORDER OF SALE.

Henry Baldwin administrator of the estate of Thomas T Baldwin deceased, vs John M Blue et al.

IN pursuance of an order of the court of common pleas of Union county made April 11th 1854, I will sell to the highest bidder on Saturday June 10th AD 1854, on the premises at 1 o'clock PM. the following real estate, being the interest of Thomas Baldwin deceased, in the following described lands to wit: being the one ninth part of the following lands situate in Union and Marion counties on the waters of Rushcreek, being part of survey No 9943, Virginia military land beginning at 3 beeches on the east original line of said survey; thence with said original line N 10 E 80 poles to an elm ash and pigeon oak; thence S 80 W 200 poles to 2 beeches from one root; thence S 10 E 80 poles to an iron wood and lynn; thence N 80 E 200 poles to the beginning, being lot No 8 in the subdivision of said survey, being one hundred acres; also, the undivided ninth part of the following land situate in Union county Ohio, being part of survey 9943 containing eighty-eight acres, beginning at two elms ash and oak north east corner to Mershon's east patent line; thence with Mershon's S 80 W 200 poles to two beeches in the line barks thence N 10 W 70¼ poles to a stake; thence N. 10 E 200 poles to a stake in the east patent line; thence with said line S 80 E 70¼ poles to the beginning; said lands appraised subject to the widow's dower, and appraised at 20 dollars per acre The sale will be made upon the following terms: the whole of the purchase money in hand or one third of the purchase money in hand and the residue in one year, to be secured by mortgage upon said lands, with interest from day of sale.

HENRY BALDWIN, Administrator of Thomas Baldwin deceased.

J. C. DOUGHTY, Attorney.

April 18, '54. p($3:00

The State of Ohio Union County ss.

I John B Coats do make solemn ~~Oath~~ Affirmation that a Notice of which the annexed is a true Copy was published for four weeks immediately previous to the 10th day of June AD 1854. in the Marysville Tribune a newspaper of general circulation in the County of Union where Thomas T Baldwin deceased last dwelt.

John B Coats

Sworn ~~Affirmed~~ to and subscribed before me this 10th day of June AD 1854.

Wm McRobinson Mayor

Mp. 10 ~~#~~ ~~#~~ 21

John N Andrews
Ex of Lyn Stanlows
v

Hamlin Epes
Joshua Epes
Thomas Epes

Mark cost
Bill

59-CV-37

1

John McAndrews
Ex. Lyne Starling
dec'd
v
Hamlin Epps
Joshua Epps
Thomas Epps

Dr Chy

Issue Subp
vitam & next term

J R Swan
Sol. for Comp

Filed June 25 1853
James Swann Clk

Feb 1859
6 477

To the Court of Common Pleas of Union County Ohio, in Chancery sitting:

Your petitioner John W Andrews Executor of Lyne Starling deceased, represents:

Said Starling in his lifetime being seized in fee simple of the following premises to wit lot No 8. in Survey No 2981 in the name of Joburn: Beginning at two ironwood and dogwood corner to Lot No 7. sold to Job Spain; thence with the line of said lot S. 37° E 98 poles to two hickories and two ironwoods corner to lot sold Jno. Poland; thence with Polands line S 51° 40' W. 206 poles to a maple and ash in the westerly line of the original survey thence with said line N 37 W. 93 poles to a beech and sugar N.W. corner of the original survey; thence N. 51° 40' E with the northerly line of the survey 206 poles to the beginning Containing one hundred and twenty three acres more or less.

On the 13th day of May AD 1848 said Starling agreed to sell said premises to Hamlin Epps Joshua Epps and Thomas Epps who are made parties defendants to this bill for six hundred and fifteen dollars two hundred and forty dollars being paid in hand and the balance to be paid in three equal annual instalments thereafter with interest annually; for the deferred payments said defendants executed their single bills. Said defendants agreed to pay all taxes on said premises thereafter demandable and when all fully paid and interest said Starling agreed to execute to defendants a general warranty deed for said premises.

Said defendants have only paid May 13 1850 thirty two $\frac{14}{100}$ dollars on said deferred payments

and the residue with interest remains due and unpaid. Said Stuly in his lifetime and your petitioner since his decease have been compelled (to save said land from sale) to pay the taxes which have been assessed on said land since said sale amounting to a large sum to wit _____ dollars. and said defendants paid no taxes thereon as they were bound to do.

By the last will and testament of said Stuly who died in Nov 1848 your petitioner was and is authorized to specifically perform said agreement with said defendants, as will fully appear by said will duly admitted to record in this Court reference being thereto had. Your petitioner has always been ready and willing since the decease of said Stuly and said Stuly was ready and willing to execute the said agreement but said defendants have totally neglected to perform the same on their part.

Your petitioner having a lien on said premises for said purchase money and being anxious to settle said estate of said Lyon Stuly asks that the defendants may answer this bill under oath, that in case they will not pay said purchase money within a short day to be fixed by the Court that said agreement and notes be cancelled and said Contract rescinded, and that your petitioner may have such other and further relief in the premises as the Court may deem meet. Your petitioner prays Subpoena &c

J. R. Swan Sol. for Stuly Esq

Andrews Exr of Lyne Starling vs Hamlin Epps, Joshua Epps & Thomas Epps

Pet. filed June 25th 1863

Costs are

Shff Malin		48
" Robb		1,75
Clerk Turner		2,10
" Randall		11,14
		15,48

Recd Oct. 31. 1863 of Isaac Broderick jr. Admr &c $15.00 in full of the above costs

Taber Randall Clerk

Recd of Randall my fees Wm H Robb

Oct. 31. 1863 paid fees due to Clerk Turner to Belinda Turner for the widow Turner

Chancery Case File

Case No. 1853-CH-0014

No. 53-CH-14

Union Common Pleas Court.

Watkins vs Barker
Plaintiff,

AGAINST

Jeremiah Foley et al
Defendant.

NOV TERM. 1853

JUDGMENT VS DEFENDANT

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Record No.	6	Page	595
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No 46

Watkins & Barker

vs

Jeremiah Haley et al

cost bill

made

Record

14
6
43
60
2
20
47
4
250
4,12

No 46

Mathews & Barker

v

Jeremiah Foley et al

Bill in Chy

Filed June 27 1853

James Irwin Clerk

No. 1

J W R

To the Court of Common Pleas in Miami County state of Ohio in Chancery sitting

Your orators David Watkins and Andrew Barker of Miami County aforesaid partners in trade in the name of Watkins & Barker respectfully represent that on the 30th day of April in the year 1853 before John B Coats a Justice of the peace in Paris township of said County your orators as said partners recovered a Judgement of twenty seven dollars & sixty four cents damages and one dollars & sixty one cents costs against one Jeremiah Foley of said County which Judgement yet remains in full force unpaid and unsatisfied

Your Orators further represent that said firm caused to be issued an Execution upon said Judgement on the 27th day of June 1853. which Execution on the same day was duly returned by William Wells Constable of said township no property found whereon to levy; said Foley has no property real or personal liable or subject to execution at law but said Foley has Choses in action which should in equity be appropriated in Equity to the payment of his debts

That George M Cherry of said County of Miami is indebted to the said Foley in the sum of twenty nine dollars on an account exactly between him and said Foley as your orators verily believe, but the exact amount or what is the nature of said indebtedness your Orators cannot exactly state.

about

about

Your Orators therefore pray process of subpoena against the said Jeremiah Foley and George W Cherry, and that they full and true answer make unto all and singular the matters and things herein set forth to the best of their remembrance information and belief; and ~~fully answer~~ that said Cherry may full answer make whether he is indebted to said Foley and if so, what is the nature and what the amount of that indebtedness and when the same becomes due; that upon a final hearing of this cause the said Cherry may be authorized and required to pay to your Orators whatever the said Cherry may owe him or so much thereof as will fully satisfy said judgement against said Foley and the costs of this proceeding; that said indebtedness of said Cherry be applied to the satisfaction of your Orators said judgement debt; that in the mean time the said Foley may be enjoined from proceeding to collect his said debt against said Cherry and said Cherry be enjoined from paying said debt or any part thereof to the said Foley; and that your Orators may have such other and further remedy and relief in the premises as to your Orators may seem meet and proper and they shall ever pray &c

James W Robinson
Sol for Compl ts

The state of Ohio Muson County ss
personaly appeared before me David Watkins

who made oath that he is one of the partners of said firm of Watkins & Barker, and that the facts stated in the Bill above written as far as they have come within the knowledge of him are true and such as are derived from information of other persons as stated upon ~~their~~ belief I verily believe to be true

David I Watkins

sworn to and subscribed before me this 27th day of June 1853

James Lum Clerk

Matthias Stark
vs
Jeremiah Foly & Ux
Debt in Chery
Filed July 1 1853
Issued summons &c

No 2

Mr Robinson
attorney

Received this writ June 27th 1853
Served this writ June 27 1853 by delivering to George W Cherry a certified copy of this writ
Served by delivering to Jeremiah Foly a certified copy of this writ June 28 1853

Fees Mileage	5
Serv	55
Copys	40
Return	5
	105

William C Mullin Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon George W Cherry & Jeremiah Foley

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 David Watkins and Andrew Barker

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.~~ Lowmr Clerk of said Court, at Marysville, the 27th day of June A. D. 1853

James Lowmr Clerk of Common Pleas.

Jeremiah Foley
ads

David Watkinson
Barber

Demurrer

Filed Nov 22 1853
James Lee Clerk

No 3

No 6 Daughty
for Defendant

Jeremiah Foley
ads.
Watkins & Barber

In Lunn Common Pleas.

The said Defendant by J. S. Doughty his attorney says the bill is not sufficient in Law, and the Defendant shows the following causes of demurrer to the said bill

1st. There is not sufficient equity in said bill to entitle the complainant to relief.

2d. Equity affords no relief to judgement creditors, when the parties are residents of the County and does not secrete themselves or property

3d. The bill does not show that the Deft had secreted himself or property so that the ordinary process of law can not be served on him.

4th. The credits, profits, and effects of third persons can not be subjected to the payment of debts, when the parties are residents of the County.

And that the said bill is otherwise informal, ~~and~~ and insufficient.—

J. S. Doughty Atty for Defendant

Chancery Case File

Case No. 1853-CH-0015

No. 53-CH-15

Union Common Pleas Court

Robert Thompson
Plaintiff,

against

William Graham
Defendant.

April Term 1854

Dismissed

Journal 5 Page 300

Record No. - - Page - -

Ex. Doc. A Page 431

Ary 35

Robert Thompson
vs
Wm Graham Et al

Cert bill made
No Record

Union Common Pleas

Robert Thompson
vs
William Graham et al

22
40
43
40
47
192

Filed July 11 1853
James Irvine Clerk

To the court of Common Pleas of the county of Union and State of Ohio.

Your Orator Robert Thompson of the county of Union and State aforesaid respectfully represents that, on the 11th day of December AD 1852 Your orator recovered a judgment against one William Graham of the county and State aforesaid, before Garrett Harris a justice of the peace in and for the Township of Darby in the county of Union and State of Ohio, for the sum of Thirty seven Dollars and twenty three cents, which judgment remains in full force unpaid and unsatisfied,

Your Orator further represents that, on the 18th day of December AD 1852, he caused an execution to be issued upon said judgment, which execution, was afterwards to wit, on the 10th day of January AD 1853, duly returned ~~xxxxxxx~~ by George Orr a constable of said Township of Darby to whom said execution was delivered, Endorsed "No property found whereon to levy, or to make any part of this execution,

Your Orator further represents that said William Graham has no property real or personal, liable or subject to execution at law, but said William Graham has choses in action which should in equity be appropriated to the payment of his debts.

That one Joseph Howen of the said County of Union is indebted to the said William Graham in the sum of Fifty four Dollars on an account existing between him and said Graham as your Orator verily believes, but the exact amount or precise nature of said indebtedness cannot be stated, Your Orator therefore prays process of subpoena against the said William Graham and Joseph Howen, and that the full true and perfect

answers make to all and singular the matters, and things herein set forth, to the best of their remembrance information and belief and that said Hawn may full answer make whether he is indebted to said Graham and if so the nature and amount of said indebtedness, and when the same became due, And that upon a final ~~[illegible]~~ hearing of this cause, the said Hawn may be authorized and decreed, to pay to your Orator, what the said Hawn may owe to him, the said Graham, or so much thereof as will fully satisfy said judgment against said Graham and in favor of your Orator, together with the interest and costs accrued thereon, and the costs of this proceeding; that the said indebtedness of said Hawn to said Graham be applied to the satisfaction of your Orators judgment debt, that in the mean time the said Graham may be enjoined from proceeding to collect his said debt against said Hawn, and said Hawn be enjoined from paying said debt or any part thereof to the said Graham, and that your Orator may have such other and further relief in the premises, as to your Honor may seem meet and proper and he shall ever pray &c

John B Cudd Solr for
Compt.

The State of Ohio Union County ss

Personally appeared before me Robert Thompson and made oath that the facts stated in the Bill above written as far as they have come within his knowledge are true, and such as are derived from information of others as stated upon their belief he verily believes to be true Robert Thompson

Sworn to and subscribed before me this 11th day of July A D 1853.
James Lane Clerk

Issue subpoena for William Graham and
Joseph Haven J B Coults Solr for compltt
To the Clerk of Union Common Pleas
July 11th 1853

Robert Thompson
vs

William Graham
Joseph Hamm

Sub in Ch

Filed July 12th 1853
James Lromer clerk

Rec'd this writ July 11th 1853
Served this writ by delivering to Joseph Hamm a certified
copy of the writ - Wm. Graham not found

Fees July 12th 1853

Mileage	80
Service	35
Copy	50
Return	50
	1,40
	32
	Fees Paid

Williams & Malin Sheriffs
by Augustus Lemm deputy

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon William Graham & Joseph Hawn

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 Robert Thompson

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

Witness JAMES ~~KIRKADE, Jr.~~ Lwmer Clerk of said Court, at Marysville, the 11th day of July A. D. 1853

James Lwmer Clerk of Common Pleas.

No. 53-CH-16

Union Common Pleas Court.

Marion B Strong
Plaintiff,

AGAINST

James Smith
Defendant.

NOV TERM. 1853

DECREE FOR PLAINTIF

Journal 5 Page 286

Record No. 6 Page 555

Ex. Doc. A Page 398

Union Cm Pleas

Maria B. Strong

vs

James Smith

Pet for Dower

Filed Oct 1st 1853

James Lurner Clerk

cost bill made

Record

Cole & Porter

Dower & Judgment for James Smith, return next term

Clerk Com Pleas
Lucas County
Sept 28th 1855

Cole & Porter
Attys for Pet

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

Your petitioner Marie B. Strong of the County Hancock, and State of Illinois, respectfully represents to the Court, that about the year 1817 she intermarried with Silas J. Strong, then of Oneida County & State of Newyork, that the said Silas J. Strong departed this life on or about the 8th day of October AD 1852, that his residence at his death was in said Hancock County, Illinois, that he left your petitioner his widow, but left no children, that said Silas, during coverture with your petitioner was seized as an estate of inheritance of the following real estate to wit out lot No. two, in the town of Marysville Union County Ohio as designated on the recorded plat of said town, in which lot your petitioner is entitled to dower, according to the statute in such case made & provided. Your petitioner further shows that James Smith of this County (Union) is the owner of said premises having the next immediate estate of inheritance in said lot, subject to the dower of your petitioner; Your petitioner therefore prays that said James Smith may be made defendant hereto by subpoena, that he may make full true direct & perfect answer to this bill, according to his best remembrance information and belief, and that on the final hearing of this cause reasonable dower may be allowed your petitioner in said premises, and such other relief in the premises as may be right and proper

Cole & Porter her Sol's

Marie B Adams
vs
James Smith
Writ in Chancery

Filed Oct 15 1853
James Sherman Clerk

Colc Porter
Atty for Plff

Received this writ Oct 3d 1853
Served this writ Oct 7th 1853 by Delivering to
James Smith a certified copy of this writ

Fees Milage	20
Fees	35
Copy	20
	75

William C. Mulen Sheriff

13 c

The State of Ohio, Union County, ss:

To the Sheriff of the County of Union, Greeting:

We command you to summon

James 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, to answer a

Petition in chancery, exhibited against him by

Maria B Strong

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

Witness JAMES ~~[illegible]~~ Lurner Clerk of said Court, at Marysville,

the 8th day of October A. D. 1853

James Lurner Clerk of Common Pleas.

Maria B Adams
vs
James Smith
Writ of Decree

Filed Nov 28 1853
James Dunn Clerk

Received this writ November 23d 1853
I have Executed this writ by the oaths of the within named Commissioners whose report is hereunto returned
November 23d 1853

Fees Milage	5
Fees	100
Return	5
Commissioners Fee	3 00
	4.10

William C Martin Sheriff

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 Indicious disinterested
men of the County who are not of Kin
to either of the parties interested, you
cause to be set off and assigned to
Maria B Strong of Hancock County
Illinois widow of said Silas L Strong
Late of said Hancock County Illinois
Decd, one full equal third part of the
following real estate situate in the County
of Union and State of Ohio, to wit out Lot
No Two in the Town of Marysville in said
Union County Ohio, 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 Maria B Strong
is Petitioner and James Smith defendant
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 proceedings in the
premises you distinctly certify under
your hand to our said Court of Common
Pleas forthwith and have you then
there this writ

Witness James Lynn Clerk
of our said Court of Comm
Pleas this 23d day of
November AD 1853

James Lynn Clerk

Filed Nov 13 1853
James Lynn Clerk

Mariah B Strong
vs
James Smith } Common Pleas
Return for Dower

In obedience to the order of the Court, and upon actual view, of the premises in the writ described, We do find the premises are entire, and that no division thereof can be made by metes and bounds, and do therefore set off and assign to Mariah B. Strong as and for her Dower therein the sum of Twenty Dollars yearly during her life, being one third part of the clear annual rents issues and profits of said premises estimating the value of said premises from the 1st day of October A.D. 183 to this day. Excluding all valuable improvements after the Husband of said complainant ceases to be the owner thereof.

At Sixty dollars per year after decease of present occupant

S. McCorkle } Com
B. H. Kelsey } miss
Jacob Bonner } ioners

November 25th 1853