Chancery Case File

Case No. 1821-CH-0001

No. 21-CH-1

Union Common Pleas Court.

David Witter et al
Plaintiff,

AGAINST

William Robinson
Defendant.

APR TERM, 18 24

Dismissed at
Cost of plaintiff

Journal O Page 99

Record No. 1 Page 96

Ex. Doc. Page

Burnsby
Williston
Robinson

Filed May 16th 1824

Test Thomas Reynolds
Clerk

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

Humbly complaining shewetth unto your Honors your orators David Miller and Samuel Gaumary of said County of Union that on the seventeenth day of December in the year of our Lord one thousand eight hundred and seventeen, your orators purchased of one William Robinson of the County of Ross in the State of Ohio (whom your orators pray may be made defendant to this his bill of complaint) the following tract of land to wit four hundred acres of land then situate in Madison County now in Union County on the Waters of Treeby (Truck) Creek and bounded as follows to wit beginning at a black oak northeasterly corner of said tract and running southwardly to a stake in a prairie thence and from the beginning southwestwardly with the lines of said survey to the corner made for the same surveying to Mr Henson his lean equal to contract made with Mr Grain for which said orators paid the sum of six hundred dollars - your orators further shew that on the said seventeenth day of December in the year 1814 the said defendant Robinson executed to your orators under his hand and seal his writing obligatory or letter bond conditioned that he the said Robinson would in three months from the date of the said writing obligatory make to your orators a good and sufficient general warranty deed for said tract of land all which amongst other things appears by said

under obligatory a copy of which is hereto annexed and which your orators pray may be referred to and taken as part of their bill of complaint — your orators further shew that they paid to said Robinson on the day he executed said bond and satisfied him the full amount of said consideration to wit six hundred dollars — your orators further shew that at the time they made the purchase of said Robinson he informed them that in the survey there would be a surplus so as to make the said purchase equal to one acre per acre and it was the express understanding and contract between your orators that they should have the whole tract as originally surveyed which rather the lands certain about six hundred and ninety acres — your orators further shew that by reason of the vagueness of the entry of the form and tract of land and the survey originally made a part thereof was subsequently by entered by one Dunn in the name of Paine and took from the said tract as entered in said little bend about two hundred and thirty acres — your orators are informed and believe that a patent issued to Paine for said one hundred and thirty acres or thereabouts part of said tract mentioned in said little bend and including the boundaries thereof and that he sold the same to Elisha Raymond who is in possession thereof — your orators further shew that at the same time said Walter Dunn entered said one hundred and thirty acres in the name and for Paine he also entered between two and three acres in his own name

part of said tract so as aforesaid sold to your orators by said Robinson and orator David Miller being fully convinced and satisfied of the vagueness and uncertainty of the entry of said tract so purchased of Robinson and that Dunn appropriated the land by his subsequent entry that he purchased of said Dunn said last mentioned quantity from him and paid him therefor the sum of one hundred and ninety dollars or three bonds - your orators further charge that said one hundred and thirty acres was a valuable part of said land and by reason of the same being lost the residue of said tract was greatly lessened in value - your orator Miller further says that the entire tract was so much lessened by reason of the loss of said one hundred and thirty acres that he purchased the same from the owner and paid him therefor the sum of four dollars per acre - your orators further suggest that before since orator Miller purchased said lands which he subsequently entered as aforesaid in the name of Paul & Dunn, they made frequent applications to Robinson to have the matter adjusted and to have a land for the residue of said land not lost by subsequent location, the said Robinson having previously of the Illinois State claimed a future for said land, but the said Robinson would not do any thing in the business and refused to make a deed or pay or refund any part of the purchase money by reason of the loss of about one hundred & thirty or forty acres of the land - your orators suggest to their that they are justly entitled to have refunded the sum of

about five hundred & thirty or forty dollars by reason of the first offering of said lands being been lost with interest thereof by reason of the fraudulent conduct of the said Robinson

Yet now so it is may it please your Honors that the said Robinson combing and confederating to and with divers others whose names are to your orators unknown to your orators which when discovered may be herein inserted with apt and proper words to charge them as defendants the said Robinson refuses to make a deed for any part of said land although he has or their orators expressly charge a good and sufficient legal title to all the said land as appears by said letter bond or writing obligatory except about one hundred & between thirty & forty acres aforesaid and refuses to make them orators any allowance what ever for the loss of said lands other which things and actions are contrary to equity and good conscience and tend greatly to the wrong injury of your orators - for their consideration whereof and for as much as your orators have no plain adequate & complete remedy at law and can only be relieved in this Honorable Court to wit and therefore that the said Robinson may be and appear answer unto all and singular the premises - and more particularly

that the said Robinson may set forth and say to what part he has a good and sufficient legal title?
How much has been lost of the tract mentioned in said title bond by subsequent locations entries and surveys? What is the relative value of the part lost when taking into view the whole tract?

And your orator prays that on final hearing the said Robinson may be decreed to execute a good and sufficient deed of warranty for all the tract in said title bond mentioned to which he has a legal title and may also be compelled to refund such proportion of the purchase money as in equity he ought to consider the relative value of the part of said tract of land lost to bear with interest &c.
and that your orator may have such other and further relief in the premises as his case requires and as may be deemed consistent with equity & good conscience and also subpoena to Ross County in this state for the said Robinson may be filed your Honors &c

Gustavus Swan
Sol. for Compts.

To the Clk C.C. St. C.
Issue subpoena to Ross county Ohio
Swan for Compt.

Copy

Know all men by these presents that I William Robinson of the county of Ross and State of Ohio am held and firmly bound unto David Witter and Samuel Galloway Franklin county and State aforesaid in the penal sum of twelve hundred dollars which payment well and truly to be made I bind myself my heirs and Executors firmly by these presents Sealed with my seal and dated this 15th day of December 1814 ——

The condition of this obligation is such that if the above bound William Robinson in three months from this date do make to the above named Witter and Galloway a good and sufficient genuine warranty deed for four hundred acres of land situate in Madison county on the waters Treeles Creek and as follows, to wit; Beginning at a Black Oak Northerly corner of said tract and running Southerly to a Stake in the praira thence and from the beginning Southwestwardly with the lines of said Survey to the corners made for the same Running to Mr Hanine his tract equable to a contract made with Mr Irwin, then this obligation to be void otherwise to remain in full force and virtue in Law

Witness my hand and seal the day and year above written

Attest Benj. Hoy
Jonathan Ridenour

(signed) William Robinson (Seal)

Chancery Case File

Case No. 1821-CH-0002

No. 21-CH-2

Union Common Pleas Court.

David Culver
Plaintiff,

AGAINST

Douglas Farmer
Defendant.

NOV TERM. 18 21

Judg vs Defendt

Journal O Page 37

Record No. 1 Page 34

Ex. Doc. Page

Daniel Culver

vs Bill in Equity

Douglass Farnum

Filed June 19th 1821

Thomas Reynolds
Teste blank

M B Lawrence Sale —

14
39
39
15
1070
$101

To the Honorable the Judges of the Court of Common Pleas within & for the County of Union when in Chancery sitting

Humbly complaining Sheweth unto your honors your Orator David Culver that sometime in the Spring of the year eighteen hundred & seventeen one Douglas Farnum whom your orator prays may be made defendant to this Bill came to the Residence of your Orator then in the County of Delaware now Union County and informed your orator that he was the agent or Leader of a large body of People in the New England States that he was then in search of Land which to make a permanent settlement for himself and about One hundred Families which he stated to your orator would immediately move to this County & become permanent settlers wherever the said Farnum might himself settle. And your Orator further sheweth that at that time the settlement in the neighborhood of your orator was but small and a very large quantity of unimproved Land lay immediately adjoining the Lands of your orator and your orator further represents that he himself owned about fourteen hundred acres of unimproved Land lying in Survey No. 9798 & then in the County of Delaware now Union as aforesaid — And your Orator further sheweth that in order to procure a dense population in his neighborhood and on his Wild Land as above described & firmly relying on the integrity & correctness of the Statements and assertions made by the said Douglas Farnum as aforesaid your orator gave to the said Douglas Farnum Fifty acres of Land and sold to him ~~one hundred~~ Fifty acres more adjoining lying in Survey No. 9798 and bounded as follows Viz

Beginning — at a stake S. E. Corner to David Cramer Land being the S.W. Corner to a tract of Twenty five acres sold said Farnum running Northwardly by Land belonging to David Cramer 162½ poles to a stake thence S. 80° E 104 poles that a parallel line with the one described will include One hundred acres and intersect a line running from the first named bounds S. 88° E 105 poles

And your orator further sheweth that said Douglas Farnum agreed to give to your orator the sum of Two dollars

per acre for said Fifty acres of Land so sold to him as
aforesaid and gave to your orator a note for the money
which said note the said Forman has since wrongfully
& fraudulently obtained the possession of and has always
since the execution of said note absolutely refused to pay
the same or any part thereof to your orator or to account
to your orator in any way or manner for said Fifty
acres of Land so sold to him as aforesaid and your
orator further charges that no settlements were ever made
by said Forman nor has any Fa[illegible] his name on to said
Land or in the neighborhood thereof as stated by said Forman
at the time of the gift & purchase as aforesaid and your
orator expressly charges that said Forman made the
statements and assertions above mentioned to your
orator with a view & for the express purpose of cheating
& defrauding your orator and for no other purpose
or intent whatsoever - And your orator further shewth
that relying on the integrity of the said Forman & believing
that the neighborhood would be thickly settled if a purchase
were made by said Forman of your orator and also
firmly believing that said Forman would well & truly
pay to your orator the purchase money for said
Fifty acres of Land so sold to him as aforesaid your
orator at the time of the sale of said Fifty acres of Land
made to said Forman a bond in penalty as well to said
Fifty acres sold as aforesaid as to the said Fifty acres so
by your orator given to said Forman as aforesaid
and your orator further shewth that he has repeatedly
called on said Forman and requested him either to
pay him the amount of the purchase money of said
Fifty acres of Land or to cancel the bond given by your
orator to him for the one hundred acres as aforesaid
both of which propositions the said Forman has always
obstinately refused to comply with and has also always
refused to give your orator the note for the purchase
money of said Fifty acres of Land so by him fraudu-
-lently obtained from the possession of your orator
as aforesaid - And your orator further shewth
that said Forman has removed from the County
of Union and now resides as your orator is infor-
-med somewhere near Upper Sandusky in this State —

all which acting and doings of the said Douglas Far-
-rum are contrary to Equity & good conscience and tend
to the wrong and injury of your Orator in Under consideration
whereof and inasmuch as your orator is remediless in the
premises at Common Law and can only be relieved by
the aid & interposition of the Equity jurisdiction of this
Honorable Court Your orator prays that the said
Douglas Farrum may be compelled on his Corporal
Oath to answer all the facts stated in this Bill as fully and
particularly as if they were here again repeated unto
him and that your Honors would by a decree of this
Honorable Court declare the Deed so by your orator
given to said Farrum for said One hundred acres of
Land as aforesaid null & void and that said Farrum
deliver here in Court said Deed for the purpose of
being Cancelled and that the contract respecting said
one hundred acres of Land & every part & parcel
thereof may be rescinded. And that your Honors
would afford unto your Orator such other and
further relief in the premises as shall be agreable to
Equity & good conscience and as to your Honors
shall seem meet and your orator as in duty
bound will ever pray. May it please your
Honors to afford unto your orator your
process of Subpoena &c

Moses B. Lawrence
Solr for Complt

Calver
vs
Darnell
Farnum

Filed 18th March 1821
Richard Gabrell
Clerk

Union Common Pleas 1821

David Culver
vs
Daniel Farnum } In Chancery

This Cause having come on to be heard & it appearing to the Court that the Defendant Daniel Farnum had not either plead to, answered or demurred to the Bill of Complaint of the Complainant It is ordered the same be taken as confessed. And it is further ordered and Decreed by the Court aforesaid that the said Daniel Farnum within sixty days from this date deliver to the Clerk of this Court the deed to said one hundred acres of Land mentioned in said Bill of Complaint of the Complainant to be cancelled & that in default thereof the said David Culver the Complainant have leave to occupy & enjoy the said one hundred acres of Land in his own right in as full & complete a manner as though the deed had never been made by him to said Farnum. And it is further ordered & Decreed by the Court aforesaid that the said Daniel Farnum pay the full Costs of this suit within sixty days from this date or in default thereof that Execution issue therefor directed to the Sheriff of Delaware County

John C. McDowell
Pro Judge

Davia Colver
vs Sabyn Chemery
Douglass Farnem

I have Summoned Douglass Farnam
by Copy — Delevered June thirty 1821
fees $2.00

P Prengue
Shiff

The State of Ohio Union County, ss

To the Sheriff of the County of Delaware, Greeting

We command you, that you summon Douglass Farmer, to appear before the judges of our Court of Common Pleas, on the tenth day of July, next ensuing, to answer a petition in Chancery, exhibited against him, by David Colver, & this he shall in no wise omit under the Penalty of one thousand dollars.

Witness the Honorable John McDowell President of our said Court at the Court House this 19th day of June A.D. 1824

Teste Thomas Reynolds Clerk

Filed and Docketed this 18 day
No goods nor chattels found on
Criminal Warrant against Fillerson to

Jury Fees — $1.00

David Culver
vs
Douglass Fearnum

Clerks fees $6.25
Sheriffs 2.30
Docket 5.00
$13.55

The State of Ohio Union County ss

To the Sheriff of Delaware County — Greeting

We command you that of the goods and chattels of Douglas Parmer late of your Bailiwick ~~you~~ and for the want thereof of the lands & tenements of the said Douglas you cause to be made the sum of thirteen Dollars and fifty five cents which David Culver hath late in our court of Common Pleas in and for said county recovered against him in a certain suit in chancery for his costs by him in his suit in this behalf expended whereof the said Douglas is convict as appears of record in our said court & and that you have the said sum of costs before our said court at their next term to render unto the said David Culver of costs aforesaid and have then & there this writ & Witness the Hon Jonathan McDowell President of our said court at Milford in said county this 23d day of April AD 1822

Test Richard Gabriel clerk

by W Ule

Chancery Case File
Case No. 1821-CH-0003

No. 21-CH-3

Union Common Pleas Court.

Otis Green

Plaintiff,

AGAINST

Phelps, Stewart & Barnum

Defendant.

JUL 1821

Diss at Relfo cost

Journal 0 Page 31

Record No. 1 Page 22

Ex. Doc. 1 Page 7

Green
v
Phelps, Howard & Bunnam

Petition for Injunction

Filed July 3rd 1821

Thomas Reynolds
Clerk

JUL 1821

130

288
78
078

To Wm. Gabriel Esqr, associate Judge for the County of Union, in the State of Ohio — greeting.—

Whereas, an Execution issued on the 28th day of June 1828, by Joseph Stewart Esqr Justice of the peace of Union township in said County, for $39.02, debt in favour of S. R. Monroe against Sylvester Phelps Interest & costs: — and whereas the judgment in this case have been transferred to Otis Green, the petitioner in this instance, by Pardon Sprague, to whom the debt was in due course due to; and by him sued upon — And whereas, further, it does appear that the execution, & especially the appraisement of the property levied on by said Execution, was illegal, unjust and partial, to the full belief of the said Otis Green, the petitioner: — Therefore the said petitioner in this instance does pray the honorable Wm. Gabriel, associate Judge of the Court of Common pleas as aforesaid, to grant a writ of Injunction to stay the proceedings in the said Case, until such time as a hearing can be had before the Court of Common pleas, in Chancery at the place of holding said Court in the County of Union aforesaid —

Otis Green

Jonathan E. Chaplin
Atty for petitioner

Sworn to before me this 3rd day of July A.D. 1828

William Gabriel, Associate Judge

Sued against — Phelps — Defr, Joseph Stewart J.P. & Wm Burkham Const.

an injunction to stay proceedings. —

I personally served the within Except on Sylvester Phelps and Wm. Brunson and am there by Expired July 7th 1821

Can Springs Ewing Sheriff

E. Brown

		Fees
Service on 6	- -	80
2 copies	- -	82
Mileage 6 Miles		24
		186

Green
vs
Stewart et al

Summons

Clerk's Recorded

9 Lewis E. Ford & Train Estate the within

July 7 1821

James Ewing S.M.C.

State of Ohio Union County ss

To the Sheriff of said County greeting

We Command you to Summon Sylvester Phelps Joseph Stewart William Burnam Andrew Gill Daniel Cone Randal Blanchard if they be found in your Bailiwick to appear before the Judges of our Said Court of Common Pleas at the Court Room in Milford in Said County of Union on the first day of the term Next to answer unto Sir Gruen in A Complaint Made to Said Court by the Said Gruen praying for a writ of Injunction and have then there this writ Witness the Honourable John A McDowell President of our Said Court this 3d day of July 1821.

Thomas Reynolds Clerk

the Complainant has entered bail for Costs according to law

David Comer

I depute Clerk Provin to serve the within

July 7 1821 James Poring S.U.C.

Personally served the within Except on Sylvester Phelps and Wm. Burnum and on them by Copy July 7th 1821

Jas James Ewing Sheriff

E. Provin

fees $

Green -
vs
Stewart et al

Writ of
Injunction

Injunction

Writ of
Injunction

State of Ohio Union County ss

To - and to all Sheriffs Coroners Justices and Constables of Said County and Every of them. Greeting

Whereas Eli Green Complainant has lately exibited in our Court of Chancery his bill of Complaint against you Joseph Steuart Esq. Sylvester Phelps & William Burnam Constable Andrew Gill Daniel Cone Randal Blanchard defendants to be relieved touching the Matters therein Contained and yet in the Mean time you have attempted unjustly with Said Complainant at law touching the Matters in the Said bill Complained of We therefore in Consideration of the premises do Strictly enjoin and Command you the Said Joseph Steuart Sylvester Phelps William Burnam Andrew Gill Daniel Cone Randal Blanchard and all and every of the persons before Mentioned under the penalty of the law that you and every of you do absolutely desist from all further proceedings from law against the Said Complainant touching any of the Matters in the Said bill Complained of until you the Said defendant Shall have fully answered the Said bill and Said Court Shall Make their order to the Contrary witness the Honourable John A McDowell President of our Said Court at the Court house this 3. day July 1821

Thomas Reynolds Clerk

Phelps et al.
vs Ji Jo
Otis Green

Clerks Fee $2.58
Sheriffs - - 2.02
Execution - .25
4.85½

S G Strong Clk
J

31 15½ 130
15
65
38 65
46 697 13
20.15
37 20
8
47 160
110

6 12 13
15 15 8
19 18 10
23 00 15
30 7 10
30 40 40
113 92 96

5 20 6
12 18 8
20 20 6
25 5 7
30 7 10
20 50 40
112 120 77

THE STATE OF OHIO, SS.

To the Sheriff of Union County, GREETING:

WE command you that of the goods and chattles of Otis Green late of your bailiwick, you cause to be made the sum of four Dollars & sixty Cents with legal interest thereon, to be computed at the rate of six per centum per annum, from the 10th day of July 1821 until paid; and for the want of goods and chattles you cause the same to be made of the lands, tenements, and real estate of the said Otis Green which Sylvester Phelps et al late in the Union court of common pleas have recovered against him for their costs by them about their suit in this behalf expended whereof Otis Green is convict, as appears to us of record: and that you have the same before the Honorable Judges of the Court aforesaid at the Court house thereof in the town of Marysville on the first day of our next term, to render unto the said Phelps and others the sum of $4.60 costs aforesaid, and have then and there this writ.

Witness the honorable Ebenezer Lane President of our said court, at the Court-house aforesaid, the 10th day of August 1824 Teste S. G. Strong CLERK.

Chancery Case File

Case No. 1822-CH-0001

1

22-CH-1

No. 7 & 128

Union Common Pleas Court.

James Cochran, Heirs
Plaintiff,

AGAINST

Davis & Davis,
Defendant.

Feby Term 1828

Dismissed

Journal 1 Page 48

Record No. 1 Page 323

Ex. Doc. 1 Page 18

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

Petition

Jamy Cochran

v.

James G. Davis

Filed June 24th

1822

Richard Gabriell

Clerk

To the Honorable the judges of the Court of Common pleas of Union County in the place of their sitting in chancery

Humbly complaining shewith unto your Honors your orator James Cochran of said Union County, that some time on or about the 13th day of September 1813 your orator made a verbal contract with Simon Davis to take a contract which he had formerly made with one James Galloway for thirty acres of land part of Entry No 5036 in the County of Union aforesaid which said thirty acres of land bounds on James Robertson land and on John Porter on the south by lands of Hall Drum and on the north by Dairy creek. your orator further shews that it was mutually agreed that said Davis should give the title bond of said Galloway to assign to thy orator for said tract of land and that thy orator should pay said Galloway fifty dollars which was the same amount agreed to be paid by said Davis to Galloway for said tract of land. your orator agreed so to do. The Davis made air or excuse at the time that that he had not the title bond of Galloway with him but would get it in a short time and assign it to thy orator. your orator further suggests that he called upon said Davis for assigning for the title bond for said thirty acres of land who excused himself under various pretences therein mentioned saying he had forgotten it and some times saying that he had not seen him. your orator further shews that the day after he made the agreement with Davis said James Galloway came to get the money of him to wit the 24 day of October and thereupon paid

paid sd Galloway fifty dollars in part consideration
for said thirty acres of land and also in part discharge
of said Davis liability to said Galloway on the said
bond. you orator at this time was put in possession
of said land of thirty acres. Some time afterwards
on Tuesday when my agent of said Galloway came to the
home of this orator and for and on behalf of said
Galloway executed to him a receipt for said fifty
dollars so paid as aforesaid which you orator prays may
be referred to & taken as part of this his bill of complaint.
You orator further charges that some time afterwards said
Lemuel Davis and John Davis his father were knowing the
contract with Lemuel Davis and were knowing the
payment of the money in pursuance thereof by this
orator to Galloway went to the said James Galloway
with the letter bond aforesaid and paid the said
Galloway the balance the money due and took a deed
absolute in the name of Lemuel Davis or John Davis both of
whom you orator prays may be made defendants
to this bill of complaint. you orator further charges that
the said John Davis with both said sons for said thirty acres of
land from said Galloway to himself or the son expected
by Galloway to said Lemuel Davis who executed a deed therefor to
said John Davis as you orator believes without any consideration
whatever and you orator expressly charges that at the time
said John Davis procured by and for said land he was
knowing of the contract between Thornton and Lemuel Davis

and was Ignorant of the payment made by the orator in persuance
thereof to said James Galloway and was Ignorant that the orator
had and ought to have an equitable title to said thirty acres of land.
Your orator further shows that he has repeatedly applied to said Lemuel
and John Davis the amount they paid Galloway which was due
and owing to the orator but they refused to do so as aforesaid
but the said Lemuel & John Davis wrongfully refused to pay the said
money or make him a deed for said land and your
orator has recently learned the said amount of the money and tender
to said John Davis on whom the legal title has been
vested by the fraudulent act & combination of the said
Lemuel Davis & John Davis and the said order by the
county court with the interest subject to
the order of your Honors. The said Lemuel & John
defendants state facts in reference to the case the
said money with the interest and state reason and
each of them to execute a deed for said thirty acres
of land to your orator - all which actions and
doings are contrary to equity and good conscience
and tend greatly to the injury and injury of your
orator for which consideration whereof and
in as much as your orator is without full plain
adequate and complete remedy at law
and can only be relieved in this honorable court
Therefore that the said Lemuel and John

may upon the respective corporal oaths he
and he put and make to all and singular
the premises and more particularly that
the said Simon may set forth and say whether
he did not agree to sell your orator said
letter Conveyance for said thirty acres of land on
said Galloway for the sum of forty dollars?
whether he did not expressly agree to assign
said bond to your orator? Whether your
orator did not call upon him repeatedly
for that purpose? What did the said
Simon or John pay Galloway for the land?
In whose name was the deed executed?
does the deed John at this time own the fee
in said thirty acres of land? if not who
does? What consideration passed from
said John to said Simon? — Did your
orator frequently hearing that said
Simon Davis or John Davis in whomsoever
the said legal title in said land may
be discovered to be may be compelled
to relinquish their right to your orator
and to execute to your orator a good
and sufficient and sufficient deed

Therefore and grant your orator such other and further relief in the premises as to your Honors may seem good and consistent with equity and good conscience.

May it please your Honors

Your obedt. servt.

John Cochran Complt.

vs.

Simon Davis and John Davis } Defts

In Chancery

Subpoena.

Your Complt.

Jos. Clark & C. D. N. C.

Vandawer Reed & Susannah his Wife late Susanah Cochran Eyra Wright
& Elenor his Wife late Joseph Laurence & Ellory his Wife late
Ward & Rosanah his Wife late & Jane Cochran & Ellenor his
of James Cochran dec.d Elisander Reed & Amariah Pitt Ex.rs

Not found in Franklin County

Sheriff fee $1.40

Wm M Elbert
Sheriff

James Cochran Comp Ctt
vs
Simon Davis
John Davis } Defts } Jr Chan

James Cochran
vs
John Davis
Simon Davis

3.45
3.20
2.70
9.35
1.00
10.35

State of Ohio Union County ss

To the Sheriff of Franklin County greeting

We Command you that you Summons John Davis & Simon Davis to appear before the judges of our Court of Common Pleas on the eighteenth of ~~July~~ instant to answer a petition in Chancery exibited against them by James Cochran and this they shall in no wise omit under the penalty of one thousand dollars and have then there this writ Witness the Honorable John R Wilcowell president judge of our said Court at the Court house this 25th day of June A D 1822

Richard Gabriell Clerk Pro tem
C C & M C
Ohio

Union Com. Pleas

Cochran Heirs

vs } Bill of
} Nuisance

Davis & Davis

Filed April 19th 1824

M & Cannon Solr

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

Humbly complaining sheweth unto to your Honors your Orators Vandanis Neal & Susanah his Wife late Susanah Cochran Ezra Wright & Elinor his Wife late Elinor Cochran Joseph Lawrence & Mary his Wife late Mary Cochran Luther Wood & Nasanah his Wife late Nasanah Cochran James Cochran & Jane Cochran all of the County of Union & State of Ohio. That on the 24th day of June A D 1828 and James Cochran the ancestor of your Orators filed in the Court of Common Pleas for Union County his certain Bill in Chancery against one Luman Davis John Davis stating amongst other things that said James Cochran on the 13th day of Sept 1813 made a contract with and Luman Davis which he said Luman had formerly made with and James Gallaway for 30 acres of Land part of Entry No 5033 in the County of Union & State which said 30 acres of Land bounded on James Robinsons land & on John Porters on the south by lands of Walter Dunn & on the north by Darby Creek it was further charged that it was verbally agreed that said Davis should procure the title Bond of James Gallaway to Complainant for said Tract of Land & that said Complainant should pay said Gallaway Sixty Dollars which was the same amount agreed to be paid by said Davis to Gallaway for said Tract of Land that said Davis made an Excuse at the time that he had not the title Bond of said Gallaway with him but that he would get it in a short time & deliver it to Complainant & it was further charged that he called on said Davis for said Title Bond for said 30 acres of Land who Excused himself under various pretences sometimes saying he had forgotten it & sometimes saying he had not

came from home It was further charged that after the agreement was made with said Davis said James Galloway sent to get the money of him Zaniel said Sixty Dollars & that Complainant paid said Galloway fifty Dollars in part consideration for said 30 acres of Land & also in part discharge of Davies liability to said Galloway on the said Land & that sometime after-wards and Lawsley who was agent of said Galloway came to the house of Complainant & for & in behalf of said Galloway executed to him a Receipt for said fifty Dollars so paid as aforesaid which Complainant prays might be taken & received as part of said Bill It was further charged that sometime afterwards said Lemuel Davis & John Davis his father well knowing well knowing the Contract with Lemuel Davis & well knowing the payment of the money in pursuance thereof by Complainant went to the said Galloway with the Little Band aforesaid & paid to said Galloway the said Ten Dollars & took a Deed from him to said 30 acres of Land in the name of said Lemuel & John Davis both of whom were made Defendants to said Bill of Complaint & that the whole of said transaction was done & performed by said Lemuel & John Davis with a full & perfect knowledge of the Contract made & money paid by Complainant as aforesaid It was further charged that Complainant repeatedly tendered to said Lemuel & John Davis the said sum of Ten dollars which they paid to Galloway at the time they received the deed as aforesaid & that said Lemuel & John Both refused either to refund him said Fifty dollars & to make him a deed for said 30 acres of Land & that Complainant brought said Ten dollars into Court with interest subject to the order of Court - all which actings & doings of Defendants were contrary to Equity & good conscience It was further prayed in & by said Bill that Defendants might be compelled to answer said Bill under oath & that said Defendants or whichever of them the Little might be discovered to be in might be compelled to reconvey them the Little right to said Premises & vest the same in Complainant by executing to him a deed in Fee simple for the same & said Bill further prayed general relief &c And your Orators further represent unto your honors that since the filing of said Bill said

James Cochran & his Wife have both departed this Life
& that your orators are the only heirs & Legal Representa-
-tives of said James Cochran Decd & that said so
a ces of Land of right belongs to them & is not necessary
to be sold for the payment of debts owing by said
James Cochran Decd & that they as heirs & Legal representa
-tives of said Cochran Decd have good right thereto
Wherefore your Orators pray that this their Bill of
Revivor may be filed & that your Honors would
Decree in this behalf as in & by said original Bill
your Honors were prayed to Decree & that your
Honors would afford unto your Orators
such other & further relief in the premises as shall
be agreeable to Equity & good conscience & as to your
Honors shall seem meet & your orators as in
duty bound will ever pray

Moses Bauman
Solr for Compts

May it please your Honors to afford unto your
orators your process of subpoena ad respondendum
to the Sheriff of Franklin County where Defendants

1

James Cochran
vs } Subpoena
Davis & Davis

In Chancery

~~Served by leaving~~

Served on John Davis
by handing him a copy
of this writ (Simon
Davis Not found)

R Rothulon
June 18th 1824 Sheriff
RR

Service — 35
Mileage 1.50
Copy .20
~~$2.05~~
$2.05

State of Ohio Union County ss

To The Sheriff of Franklin County Greeting

We command you that you summons — John Davis and Simon Davis to appear before the Judges of our Court of Common Pleas on the twenty seventh day of Sept next to answer a petition in Chancery Exhibited against them by James Cochran & others heirs of James Cochran Deceased and this they shall in no wise omit under the penalty of one thousand dollars Witness Ebenezar Lane Prescutt of our said Court at the Court house at Marysville this 23rd day of April AD 1824

Teste S G Strong Clk

John Davis

vs

William Reed
et al — heirs
of Cochran.

Amicus Cur

Filed Dec 12th 1824
Silas G Strong
Clk

The Sole and Separate answer of John Davis, one of the defendants to the bill of complaint of James Cochran complainant, and also to the bill of revivor ~~as contained~~ of Wandawee Red and Susannah his wife late Susannah Cochran Exec Winchell and Eleanor his wife, late Eleanor Cochran, Joseph Lemmen and Mary his wife late Mary Cochran Southee Wood and Rosannah his wife late Rosannah Cochran James Cochran & Jane Cochran heirs and legal representatives of James Cochran deceased filed against the said John Davis and Simon Davis Defendants in Union County in the State of Ohio — This Defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit of exception to the manifold uncertainties untruths as in the said Bill of complaint of the said complainant James Cochran, and the said bill of revivor of the said Wandawee Red and others as aforesaid for answer thereunto

to connect thereof as he is advised
is material for him to make
answer unto answer and
saith — That he never knew
of the said James Lachlan
never dreamed of buying entirely
acre tract of land of Simon
Davis situate in Union
County in the State of Ohio
or any where else — But the
Defendant who is father to
Simon Davis as charged in
said original bill and also
in said bill of revivor, died
as he thinks some time in
or about the year 1818 un-
derstand from the said Simon
Davis that he had sold
his right to a tract of land
of about Eighty acres ~~in~~
situate in what was then
~~Delaware~~ Delaware but now
Union County in the
State of Ohio, (and which
land the said Simon Davis
had before that time pur-
chased of James Galloway
Jr. at two dollars per acre)
and also certain personal
property to the said James

Cochran now demand upon
the following terms, to wit,
that said James Cochran was
to pay Sixty dollars to said James
Galloway Jr, which was the last
payment ~~to~~ ~~said~~ ~~Simon~~
due from said Simon Davis
to said Galloway for said
land, and to pay some
individual debts which
the said Simon Davis
owed in ~~the~~ Delaware
County — These payments
as this Defendant under
stood were to be ~~paid~~ made for
the personal property
which the said James
Cochran purchased of Simon
Davis, and for the land
this Defendant understood
that said Cochran was
to give Simon Davis
four hundred dollars
to be paid as this Defendant
believes, in two equal
annual instalments from
the time of the contract
The above mentioned contract

was
verbal and, no writing being
executed, between the parties
This Defendant in further
answering saith that about
the time the first payment
became due for said land
the said Simon Davis, came
from Kentucky, where he then
resided in order to collect
the money from said Cochran
and as this Defendant was
informed by said Simon
called on said Cochran at
his residence on the tract
of land aforesaid and requested
payment of said first instalment
and could get nothing — and said
Cochran, as this Defendant
was informed by said Simon,
told said Simon Davis
that he could not pay
him any thing — and after
waiting for about four
or five months, and making
fruitless endeavors during a
time to obtain the money
due from sd Cochran
returned to his residence

a distance of about two hundred miles from said residence of said bachelor without receiving any bent And this Defendant in further answering saith that about the time the second instalment became due, ~~again~~ ~~return~~ the said Simon Davis again returned to the residence of said bachelor in the state of land aforesaid and requested payment of said bachelor as this defendant is informed and believes and said bachelor again refused payment And said Simon Davis then returned to the dwelling of this Defendant in Franklin County and informed this defendant that he could get nothing of said bachelor — and this Defendant then returned with said Simon Davis to the dwelling of said bachelor and tried to persuade said bachelor to pay said Simon ~~to pay~~ for said land and

Cochran again utterly refused
And said Simon informed this Defen-
dant that he had bought land
in Kentucky, and must be ren-
unless he got the money; that
Cochran avoided him to pay for
it — And after said Cochran
refused payment as before stated
before: this Defendant ~~[illegible]~~
~~[illegible]~~ this Dft told said Cochran
that unless he would pay
said Simon Davis for said
land he this Defendant
would purchase it and
pay Simon Davis for it
and said Cochran replied
that ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~
~~[illegible]~~ he would not
nor would not pay for it
and this Defendant knowing
that said Simon Davis
needed the money purchased
the land of him and paid
him the cash for it — And
afterwards said Simon Davis
moved & cleared from said Gallo-
way land gave & cleared to this
Defendant for said tract
of land — And immediately
after running and Deed this Defen-

dant again went to the residence of said Cochran and offered to ~~out~~ ~~said~~ said said tract of land to said Cochran if he would pay him promptly the amount which this Defendant had paid in cash for it, and said Cochran again refused and this Defendant then offered to rent the premises to said Cochran and said Cochran utterly refused to rent of this Defendant — And this Defendant afterwards brought an action of Ejectment in the Court of Common Pleas of Delaware County and recovered the premises against said Cochran — This Defendant in further answering admits that said Cochran — paid Galloway fifty dollars, towards the cash instalment due from said Simon Davis for said tract of land, but this payment was made as this Defendant was informed and believes, as before stated towards the personal property which said Cochran received from said Simon Davis And as this Defendant is informed & believes said Cochran received of said Simon personal property

to make more than that amount and has ever had ~~the~~ quiet possession of said land for which he has paid nothing

This Defendant knows nothing of any agreement that said Simon Davis was to assign the title bond of said Galloway to said Cochran, but knows that when he went up with said Simon to get the money due for said land to Cochran he made no such pretense ~~and this Defendant offered to pay said Defendant~~ but utterly refused payment

This Defendant denies all fraud and unlawful combination &c and prays to be hence dismissed with his reasonable costs &c

John Daily

J. R. Parrish Solr for Deft

State of Ohio
Franklin County ss

Personally appeared John Davis respondent in the foregoing answer and made oath that the matters and things therein contained so far as related as from his own knowledge and true, and so far as related as from information from others he believes them true

Sworn to and subscribed before me this 22 day of October 1824
D. Berkey Justice &c

John Daily

Cochran's Heirs
vs
Davis & Davis

Deposition of
Richard Gabrew

Filed at term 1825

Silas G Strong
Clk

E

State of Ohio Union County ss

The Heirs of James Cochran Deceased Plantiff

vs

John Davis & Simon Davis

In Chancery

Before me Elias Robenson A- Justice of the Peace for Union Town Ship in said County — Deposition of Richard Gabriel of Union Township Union County produced Sworn and Examined — on the 18th day of Sept in the year 1825 at my office pursuant to the Enclosed notice to be read in Evidence in the above Cause on the part and in behalf of the Plantiffs as follows Richard Gabriel of said township and County aged of Twenty eight being carefully Examined questioned and sworn to testify the whole truth and nothing but the truth —

that in the year 1819 the 25 day of December James Cochran & George Harris defendant had a Suit before me & it was made appear on that day that James Cochran had paid more Debts for Simon Davis than his personal property amounted to

Richard Gabriel

Sworn to and Subscribed before me Elias Robenson a Justice of the peace of aforesaid certifies under my hand and Seal at the Township of Union in the County of Union aforesaid the Day and year first above mentioned

Elias Robenson Justice of the Peace

Copy 205 words

Cochran Heirs
vs
Davis & Davis

Hugh Porter's Deposition
filed in Open Court
at term 1825
Silas G Strong
Clk

72

State of ohio Union County ss

Thee Heirs of James Cochman } In Chancery at October
vs } term 1824
John Davis & Simon Davis }

Before Elias Robinson justice of the Peace for Union township in said County

Deposition of Hugh Porter of Union township in the county of Union Produced Sworn and Examined on the tenth day of September in the year 1824 between the Hours of 6 o clock Am & 6 o clock Pm of in the Evening of said day at the office of Elias Robinson Pursuant to the Enclosed notice to be Read Evidence in the above Cause on the Part and behalf of the Plaintiff as follows ..... that in the year 1822 Mr John Davis told this Deponent that Simon Davis had Sold or contracted with James cochman for a tract of land lying on big Darby and that Simon Davis had been twice up to see sd cochman & meeting to get his money for the same - cochman would not pay him sd Simon any money .... then John Davis & Simon Davis both went up to see cochman ... cochman again told them that he would not pay them any money and stated this for this reason that if he would pay them their money he the sd Simon could not make him the sd cochman a title for the sd land - then John Davis told cochman that he would be security for Simon Davis to make a good title for the land if he the sd cochman would only at that time pay Simon Ds. 100 Dollars - and cochman refused so to do .... then John Davis told cochman that if he would not do something to help Simon that he the sd John Davis would buy the land from Simon .. and then he the said cochman must Either buy the land from him the sd John or pay rent for it or leave it - John Davis also stated that the fifty Dollars that cochman had paid to Mr Gallaway was not sufficient to pay Simon Davis for what property he the sd cochman had bought of Simon Davis .. John Davis also stated that he had paid Mr Gallaway the ten dollars and had got a Deed for the land and cochman might help himself the best way he could, in words to to this Effect

Hugh Porter

Sworn and subscribed this 10th Day of September 1824
before me

Sworn to and Subscribed before me Elias Robinson a Justice of the Peace as aforesaid Certified under my hand and Seal at the Township of Union ~~of Union~~ County aforesaid this 10th day of Sept. A.D. 1825

Elias Robinson Justice of The Peace

Cost of taking Deposition 47 cents

390
70
460

Venue of Z Cochran
vs
Darius Davis
&
Simon Davis

Subpoena for
Wm Gabriel &
H Porter A Gill

Justices Cost 00.20.3/4

Mileage - - 00.15
Service - 00.20
Served & Returned
Sept 10th 1825
H Porter, C

Justices Cost
Subpoena for Plaintiff 20 cents

Cochran Z Cory
vs
Davis & Davis

Subpoenas
Filed in open
Court at Act Term 1825
Silas G Strong
Clk

State of Ohio Union County Ss

To Hugh Porter Constable of Union Township Greeting

You are by commanded to summon William Galiner
Hugh Porter & Andrew Gill to be and appear be
fore Mr Elias Robinson a justice of the Peace in and for
said Township on the Ninth day of this Instt to give
Evidence in a cause Depending and undetermined wherein
the Heirs of Ezl. Cochran is Plaintiff & John Davis &
Simon Davis is Defendents and the said Deposition
to be Read in Evidence in the above cause in Chancery
in the Court of Union County and hereof fail not
under the Penalty of the Law and of this writ
Make Legal Service and due Return given under
my hand and Seal this 9th day of September 1824

Elias Robinson JP — Hunting Pelan

Cochran, Heirs

vs

Davis & Davis

Deposition of A. Gill

Filed 4th Term 1825

S. G. Strong

Clk

435

1511

State of Ohio
Union County
The heirs of James
Cochran dec'd Plaintiffs
vs
John Davis and
Simon Davis
Defendants

} before me Ellis Robinson
a Justice of the Peace for said
Township and County State
aforesaid Deposition of
Andrew Gill of Union Township
in the County aforesaid
produced sworn and examined
on the tenth day of September
1824 between the hours of eight
in the morning and six o'clock in
the evening of said day at the
office of Ellis Robinson pursuant to a
notice to be read in evidence in the above
cause on the part of and behalf of the Plaintiffs
is as follows Andrew Gill of the Township of
Union in the County aforesaid of lawful
age being produced and carefully
examined cautioned and sworn to testify
the whole truth doth depose and say that
in what manner in the year 1822 this Deponent says that James
Cochran requested this Deponent to go with him to John Davis's
to witness the tender of ten Dollars with the interest ... and
that when Mr Cochran & this Deponent came to John Davis's
they found Sd Davis at home & told him that he the Cochran
then came to pay him the Sd Davis a sum of money. Sd Cochran
stated that he the Sd Davis had paid Mr Galloway ten Dollars
and he the Sd Cochran was then going to repeat the same with
the interest ... Mr Davis refused to receive any money from him
the Sd Cochran stating that he did not owe him any money and that
he would not receive any money from him ... then Mr
Cochran took ten Dollars and laid it on the table and then
asked Mr Davis to let him know the interest on the same

and he wanted pay off the Debt and Interest, Mr Davis again
Refused to receive any money from him Stating that he the sd
Cochran did not owe him any money ... and then Mr Cochran Band
down Seventeen Dollars and told Mr Davis to take that - and
if that was not Enough to tell him how much more would
Satisfy and he sd Cochran would pay it - Mr Davis again
Refused to receive any money from him as above Stated .....

Sworn and Subscribed
this 10th Day of September 1824
before me

Andrew Lyell

Sworn to and Subscribed before me Elias Robenson
A Justice of the peace as aforesaid certifies under my
hand and seal at the ~~County~~ Township of Union in Union County
aforesaid the day and year first above Mentioned -

Elias Robenson Justice
of the Peace

Costs - $0 40 Cents

Com Pl. vs

The Heirs of Cooper

vs

John & Simon Day

Deposition of Wm Gobin

Filed Oct 3d 1825

Silas G Strong

Clk

-01

State of Ohio } before me Elias Robinson
Union County } A Justice of the Peace for Union
The heirs of James } Township in said County
Cathran Ted } Deposition of William Gabril Citizen
vs } of Union Township in the County
John Davis and } of Union Produced Sworn and
Simon Davis } examined on the tenth day of September
in Chancery } in the year 1824 between the hours
of Six A Clock in morning and
Six A Clock in the Evening of said
Day at the office of the said Robinson Pursuant
to

to be read in evidence in the Above cause on the
part and behalf of the Plaintiff is as follows
William Gabril of the Township of Union and County
Aforesaid of lawful age being produced and duly
examined cautioned and sworn to testify the whole
~~Truth~~ truth doth Depose and say
that in the year 1817 in the month of May I was
Present at George Reads and John Davis being Present
and in Conversation did say that he had two Deeds
for the Conveyance of the land that James Cathran
then lived upon and did produce the said Deeds
I heard them Read one that I heard Davis
Say that the January before he was at Lane in
the County of Green and paid to James Gallowa
the original proprietor of said land that
James Cathran had paid the whole Amount

of the Money due for said land into ten
dollars and that he paid the ten dollars
and took a Deed for the same and that that
the Deed that he then produced was the same
that he received of James Galloway for the ~~said~~
~~land~~ thirty Acre tract so called

Further deponent saith not William Gal[illegible]
2

Sworn to and subscribed before me Elias Robinson
a Justice of the peace in and for the Township of Mina
in Union County aforesaid this Day and year first above
written

Elias Robinson Justice
of the Peace

Justices fees on the above 37½ cents

Accept for Defendants
James Thomas

Cochran Heirs
vs
Davis & Davis

Notice filed
Oct Term 1825
Silas G Strong
Clk

Micajah Clark
Lewis —
Ag Copley - 04/124
Lewiston the
Lewis M Day et
Sept Term 1825
Keep Order
For
Amos Allen
Sheriff U.C.

Union Common Pleas 1825

James Cochrans Heirs
vs
John Davis & Simon Davis

In Chancery

The Defendants will take notice that the Complainants will proceed to take the Depositions of Wm Gabriel Hugh Porter & others before Elias Robinson a justice of the Peace for Union Township in said County of Union at his office in said Township on the 10th of September next between the hours of 6 o'clock A.M. & 6 o'clock P.M. of said day to be used in evidence on the hearing of the above cause

26th Aug. 1825

Moses B Corwin
Solr for Compts

Cochran Thos
vs } In Chancy
John Davis &
Simon Davis

Subpoena for Wit.
Williams Gabriel
and
Betsey Reed —

Jan the 28th
then served
on Betsey Reed
William Gabriel
serving 20 cts
travel 30 cts
D. D. Williams
Sheriff

The State of Ohio Union County ss

To the Sheriff of Said County Greeting

You are hereby commanded to summons William Gabriel and Betsey Reed to appear before the honorable the Judges of our Court of Common Pleas of the County of Union at the Court house in Marysville on the first day of our next term to testify and the truth to say in behalf of John & Simon Davis in a certain Matter of Controversy in Said Court Pending and undetermined between Ezra Wing & and other heirs of James Cochran as Complainants in Chancery & John Davis & Simon Davis Defts and this they shall in no wise omit under the Penalty of the Law

Witness Ebenezer Law President of our Said Court at the Court house this 23 day of Jany 1826

Silas G Strong Clk

Ethan Further this Deponent saith not

his
William x Gobnel
mark

Subscribed & Sworn to Before me
this 16th Day of Feby 1826

Silas G Strong Justice
of the Peace

Subpoena $0.50
Justices fee 25

Washington Ss
vs
Daniel B Dorr

Deposition of Wm Gobnel
Taken in Feby 1826
Filed Feby 1826
Silas Gotherman
Clerk

5c

The State of Ohio Union County ss

Vanderen Rees and others Pltff

vs In Chancery

John Davis & Simon Davis Deft

Before me Silas Gibbons a Justice of the peace in and for said County the Deposition of William Gabriel Dd of said County Who being Sworn and Examined on the 16th day Feby 1826 at my office Taken By Concent of Parties as follows to wit

William Gabriel after Being Duely Sworn to testify the truth Doth Depose and Say —

That about the time of Genl Hulls Surrender James Cochran purchase about 50 & 60 acres of Lands from Simon Davis and in or about the same time Simon Davis had personal property to wit between four & five acres of corn some Cattle say four or five head and some hogs — all of the personal property James Cochran got of said Simon Davis

Q. ~~How much per acre would said Land produce of corn~~ How much corn per acre would you suppose there was on said Land

Ans. Between forty & fifty Bushels

Q — what was the price of corn at that time

Ans. Cochran sold part of the same corn at one Dollar per bushel

Q — what was the Market Price

Ans. about fifty cents in the General

Q — On What Terms Did Cochran obtain said personal property

Answ I cannot tell, the terms or consideration I Know nothing about

Heirs of Cadwallader
vs
Davis & Davis

Galloway Dep.

Filed Feb
Jan 1826
Silas G Throg

7

The State of Ohio
Greene County } ss.

Pursuant to the inclosed Notice the deposition of James Galloway was taken before the undersigned a Justice of the peace in and for the County aforesaid at the Clerks office of the Court of Common pleas for Greene County on this fourth day of February 1826 between the hours of six o'clock in the morning and six o'clock in the evening, to be read as evidence in the Court of Common pleas for Union County in the State of Ohio in a suit in Chancery wherein James Cochran's heirs are Complainants and John and Simon Davis are defendants. Said deponent by me having first been duly sworn as the Law directs deposeth and saith—

That sometime prior to the year 1813 this deponent sold to Simon Davis late of what is now the County of Union in the state of Ohio, a certain lot of land on the lower side of Darby's creek, and that said lot was estimated to contain thirty acres, ~~for which part of the purchase money was paid to him the said Simon Davis~~; That sometime after the said sale to the said Davis, he informed this deponent that he had sold the land he bought of him to James Cochran, and that said Cochran was to pay the balance then due on the land and that on the 2d day of April 1813 the said Cochran paid to this deponent, by William Townsley his agent, the sum of fifty dollars, which said Townsley gave Cochran a receipt for, which receipt in the hand writing of the said Townsley is now shewn to deponent; Said deponent gave Simon Davis

a credit on his note which he held for the balance due on the said land, for the said fifty dollars so paid by Cochran. Said deponent further saith that the said Simon directed him verbally, that if Cochran paid the full amount due to this deponent, to make to Cochran a deed for the land, which this deponent several times informed Cochran that he was ready to do, but the balance of the money not being paid for some time afterwards, the said Davis came to see this deponent and paid up the balance due, and demanded his deed for the land, which deponent immediately executed and delivered to said Simon. At the time when the deed was made as aforesaid said Davis informed deponent that he had sold the land to his father John Davis, and that him and Cochran might settle the matter, and his father would give Cochran a deed when he fulfilled his contract. At the time of receiving the balance due on the land, and of conveying it as aforesaid, the said Simon was allowed, and received the benefit of the said fifty dollars which was paid to this deponent by James Cochran as aforesaid, and which was credited to him on his note to deponent, and paid the balance due on the note after deducting the said fifty dollars.

Said deponent further saith that from different conversations with John Davis, he is confident that he heard him speak of Simon Davis's having sold the land above mentioned to James Cochran as a matter which he well knew, and deponent mentioned to said John Davis the case of Cochran as being a hard one that he should pay fifty dollars for Simon toward the land and not to get either the land or money, and that John Davis shewed a disposition to drive Cochran off the land by a suit in ejectment, and expressed an unwillingness to make Cochran any compensation whatever, and that said John Davis procured the patent for the said land from Deponent for the purpose of

bringing an action in ejectment against Cochran to get possession of the land. And further this deponent saith not.

James Galloway jr.

Sworn and subscribed before this 4th day of February 1826.

Josiah Davidson (Seal)
Justice of the peace

Fee $1.75 paid by Cochran heirs —

The State of Ohio } I Josiah Grover clerk of the Court
Geauga County Set } of Common Pleas for said County do hereby certify that Josiah Davidson Esq. before whom the foregoing deposition of James Galloway jr. was taken and who has certified & signed the same was at the date thereof an acting Justice of the peace for said County duly commissioned and sworn into Office

In Testimony whereof I have hereto set my hand & seal of Office at Painesville this 4th day of February AD 1826.

J. Grover Clk

Cochran Hens
vs
Davis & Davis
Notice to take
Deposition
Filed June Term
1826
Silas G Strong
Clk

Union County Common Pleas 1826

James Cochran Heirs
vs
John & Susan Davis } In Chancery

the Defendant in the above Cause will take notice that the Complainants will proceed to take the Deposition of James Galloway on at the Clerks office of the Court of Common pleas for Union County before Josiah Graves Morton Commissioner in Chancery for said County or some other person authorized to take depositions on the 4th day of February next between the Hours of 6 o'clock am & 6 pm of said day to be Read in Evidence at the trying of the above Cause

Moses B Corwin
Att for Complainant

and he would pay off the debt and interest
Mr Davis again Refused to Receive any money
from him Stating that he the said Cochran did not
owe him any Money And then Mr Cochran Laid
Down Sixteen Dollars And told Mr Davis to take that
and if that was not Enough to tell him how much
more would satisfy And he said Cochran would
Pay it Mr Davis again Refused to Receive any
Money from him as above Stated
Sworn and Subscribed this 10th Andrew Gill
Day of Sept 1825 Before me
Sworn to and Subscribed before me Elias Robinson
A Justice of the Peace as aforesaid Certified under
My hand and Seal at the township of Union in
Union County aforesaid the Day and year first above
Written Elias Robinson Justice of the Peace

Cochran vs Davis
Deposition of
Andrew Gill
Copy

State of Ohio }
Union County }

The Heirs of James Cochran }
John Davis & Simon Davis } Before me Elias Robinson a Justice of the peace for Union Township & County State aforesaid

Deposition of Andrew Gill of Union Township in the County aforesaid produced Sworn and Examined ~~[illegible]~~ on the 10th day of Sept 1825 between the hours of Six oclock in the Morning and Six oclock in the Evening of said Day at the office of Elias Robinson persuant to a notice to be read in Evidence in the above cause on the part of and behalf of the Plantiff is as follows — Andrew Gill of the Township of Union in the County aforesaid of Lawfull age being produced and carefully Examined cautioned and Sworn to testify the whole truth Doth depose and say That In wheat harvest in the Year 1822 this Deponant says that James Cochran Requested this deponant to go with him to John Davis to witness the tender of ten Dollars with the Interest and that When Mr Cochran & this Deponant came to John Davis, they found said Davis at home and told him that he the said Cochran had come to pay him the said Davis a sum of Money said Cochran State that he the said Davis had paid Mr Galloway ten dollars and he the said Cochran wo~~uld~~ then Going to Refund the Same with the Interest Mr Davis Refused to Receive any Money from him the said Cochran Stating that he did not owe him any Money and that he would not Receive any Money from him then Mr Cochran took ten dollars and laid it on the table and then asked Mr Davis to let him know the Interest on the Same —

To the Honorable the court of common pleas of Union County Ohio

The deposition of John Dyer in the suit of The Heirs of James Cochran dec^d ~~vs~~ plaintiff and John Davis and others defendants.

Deposition of John Dyer 1826

The State of Ohio Franklin County ss.

Deposition of John Dyer taken before me W. J. Martin a justice of the peace in & for said County at my office in Columbus this 12th day of August 1846. to be used in evidence in a case now pending in the court of Common pleas of Union County wherein the Heirs of James Cochran are plaintiff and John Davis and others are defendants,

The said John Dyer being of lawful age and duly sworn as the law directs, deposith and saith that some time in the year 1816 he was at the town of Milford now in Union County, and had a conversation with Joseph Cochran deceased respecting the contract he had made with Simon Davis for the land and property purchased of him. Deponant asked deceased whether he did not owe Simon Davis a sum of money for the movable property he had purchased of him - said Cochran said he had got between 70 and Eighty dollars worth of personal property of said Davis, but that he was not to pay Davis for that, but was to pay James Galliway Junr. the balance due him on the purchase of thirty acres of land which said Simon Davis had ~~[illegible]~~ purchased from said Galliway and sold to said Cochran.

The amount due Galliway he (Cochran) said was about sixty dollars, and the balance was to be paid where other debts were owing by said Davis. and further saith not. John Dyer

Sworn to and subscribed before me the day first above written
W. J. Martin J. P.

Justice fee 25 cts paid

Costing Ales
2 } answers
Lens &c

Filed November
1826
Silas Glover

Knox County

The sole and separate answer of Simon Davis, one of the Defendants to the original Bill of complaint of James Cochran (deceased) complainant, and the Bill of revival of Jindiah Reed and Susannah his wife, late Susannah Cochran, Ezra Winchett, and Eleanor his wife, late Eleanor Cochran, Joseph Lawrence and Mary his wife, late Mary Cochran, Luther Wood and Rosannah his wife, late Rosannah Cochran, James Cochran and Jane Cochran filed against the said Simon Davis and John Davis Defendants in the Court of Common Pleas for Union County in the state of Ohio, — This defendant reserving to himself &c makes oath as follows, — That some time in the month of September 1813, — He the said ~~John~~ Simon Davis sold to James Cochran (now deceased) seven head of neat cattle, eighteen head of hogs, and between five and six acres of Indian corn standing and growing in the field, for which said James Cochran promised to pay, fifty dollars, which said fifty dollars he the said Simon Davis was owing, to James Galloway, being the consideration, which said Davis was owing said Galloway, for 30 acres of land, for which he (said Galloway) held Bond, for a Deed when he (said Davis) should make payment. And it was understood and agreed between the said Davis and Cochran, that if the said cattle, hogs and corn, should fall short in

value of the fifty dollars, that said Davis was to make up the deficiency, and if said property should overgo in value fifty dollars said Cochran was to account with said Davis for the overplus, on a settlement.—
This defendant admits, that said James Cochran paid, or caused to paid, fifty dollars of said money, and no more, and say that he (said Davis) paid the remaining ten dollars and all the interest, amounting in all to Eighteen dollars, or thereabouts.—
That said James Cochran, nor any one for him, has, ever accounted with him (said Davis) for the value of said cattle, hogs and corn, and the said Simon Davis has been told and verrily believes, that said Indian corn alone sold for Seventy dollars:— The said Simon Davis admits that he made a contract by parol, with said James Cochran, to sell to him ~~fifty~~ eighty acres of land, which included the said thirty acres of land mentioned in said petition, and bill of sale, for which said Cochran agreed to pay him $360, or thereabouts, at the end of four years, from said day of September 1813.— But said James Cochran has ever failed, neglected and refused to pay to him said, $360, or any part thereof, or any one for him.—
The said Simon Davis avers, that his father John Davis, had no agency or interest in the foregoing transactions.—

And the said Simon Davis avers, that he never received from said James Cochran (or from any one for him) any payment or any thing of value, as a consideration for said Land, neither did he ever make any contract, with the said James Cochran for the sale of any Land, other than afor.d" And that said fifty dollars, paid to Jaworby agent of said Galloway, was wholly in consideration of said battle hogs and corn aformentioned.— And further the said Simon Davis saith, that he knows nothing material regarding the foregoing transactions.—

Simon Daves (Seal)

State of Indiana Perry County ss

Personally came before me Lemuel Mallory a Justice of the Peace, within and for said County, on this 29th July 1826. Simon Davis signer and sealer of the above and foregoing answer in Chancery, and made oath that the same is true according to his best knowledge and belief. — Lemuel Mallory J P P C

State of Indiana Perry County Set,

I Solomon Lamb clerk of the circuit court in & for said county do certify that Lemuel Mallory Esquire who has certified the above and foregoing oath is and was at the date of his said certificate an acting Justice of the Peace in and for Perry county Indiana duly commissioned and sworn into office — and that full faith and credit is due and ought to be given to his said official act as such.

In testimony whereof I hereunto set my hand and affix the seal of said court this 28th day of July A.D. 1826 — Solomon Lamb Ck.

Deposition of
Christopher Davis

Filed Nov 10
1826
Silas Stu
Cl

2nd

The State of Ohio Franklin County ss —

The Deposition of Christopher Davis, taken before me D. M. Perkins an acting Justice of the Peace in and for said County, at my office in Columbus in said County on this 28th day of January 1826 between 9 and 10 o'clock A.M. of said day, to be read in evidence in a certain Suit now pending and undetermined in the Union County Court of Common Pleas, where the heirs of James Cochran dec.d are complainants and ~~Lamuel~~ Simeon Davis, John Davis defendants the said Christopher Davis of lawful age being duly cautioned & sworn deposeth and saith — That some time in the month of January 1817, he was present at a conversation between Simeon Davis and said James Cochran deceased, at the house of said Cochran dec.d; — Cochran there admitted that in addition to the eighty acres of land which he had purchased from Simeon Davis, he the said Cochran had purchased four acres of Corn on the ground seven or eight head of cattle, sixteen head of hogs, a spinning wheel & reel, and all of Davis house hold furniture, for the eighty acres of land and said personal property the said Cochran was to pay said Simeon Davis four hundred dollars in four annual payments, and in addition was to pay fifty Dollars to James Galloway and some small neighborhood debts which at that time were owing by said Simeon Davis, all of which payments at the time of said conversation had became due — this deponent further saith, that he knew the personal property above named, and that in his opinion he believes it to have been worth about $150 — Cochran then acknowledged he sold said Corn on the ground for Eighty Dollars at that time Simeon Davis told Cochran, if he would make the payments as agreed upon, he was ready to make the deed for said land, Cochran replied he had not at that time one cent of money, and did not know when he would be able to get any, but admitted he had made no payments, other than fifty dollars to Galloway

and a part of the small debts, the amount of which were not stated, further this deponent saith not.

Sworn to & subscribed before me
this 28th day of January A.D. 1826

Christopher Davis

L. M. Berkeley Jus Pcae (Seal)

Jus fees $0.12½
Return fees — 50

The Depo of James Gallaway proves the sale by Davis to Cochran as stated in the Bill & that the amount was 70 acres not 80. as stated in answer - the payment of $50 by Cochran & the credit to Liman Davis -

Hugh Porter Depo proves the purchase of land by Compt & the knowledge of John Davis of the fact. & the reason the balance of the purchase money was not was want of title - The Depos Richard & William Gabriel proves 1st - that Cochran paid all his debts for Liman Davis than the value of the personal property rec.d of him - & 2dly that in 1817 he heard John Davis say & admit that Cochran had paid all the purchase money to Gallaway except $10 - as & that he was the debtor for the 70 acres

The Depo of Andrew Gill proves the Tender by Cochran to John Davis of $10. with interest in 1822. & the refusal by John Davis to receive it -

The Depo Wm Gabriel 2d taken by Deft proves that in 1812 anth Cochran bought same land & personal property of Liman Davis - This cannot be the contract on which this suit is founded as that is admitted on all hands to have been on the 13th Septr 1813 -

Cochran Heirs
vs
Davis & Davis
Filed Oct 1826

8

Cochrans Heirs

vs

John & Liman Davis } for Chancery to

The original Bill in this case was filed 24th June 1822 & charges that on the 18th Sept 1813 he contracted with J Davis for 30 acres of Land Presumably bought by J. Davis from James Galloway Entry No 5033 in Union County the bounds discribed in Bill. That it was agreed that Deft. should procure Galloways Title Bond to Complt & that Complt should pay Galloway $60.00 for the Land that Complt frequently called on Davis for the Title but did not obtain it. That Galloway called on Complt for money & Recd $50.00. That after the payment to Galloway the Deft went to Galloway paid the $10.00 & took a Deed. That immediately afterwards Complt Tendered the $10.00 with Interest & requested a Deed which was refused & yet is & also to refund the $50 paid Galloway. Bill Prays that Defts be compelled to convey

Liman Davis has not answered —

John Davis answers that he knows nothing of the contract with Liman Davis. & Complt admits that he understood from Liman Davis that he had sold 30 acres to Cochran ~~together~~ with some personal property. That Complt was to pay Galloway $60.00. He understood Complt was to J. Davis $400.00 to be paid in 2 annual payments. That J. Davis called for the 1st payment. That J. Davis again in Company with with John Davis called on Complt for payment & was ~~requested~~ refused. That Deft. then told Complt if he did not pay J. Davis he would Buy the Land himself. That he afterwards bought the Land from Liman & paid the cash for it & has since recd a Deed. That afterwards he offered the Land to Complt at the price he gave. Complt did not buy. nor would not rent. That he afterwards recovered judgment in Justices Court for the premises. Admits that Complt paid $50 to Galloway but thinks it was on account of Personal Property all the knowledge he has of any personal property is from the information of Liman Davis —

Cochrans Heirs
vs } In Chancery
Davis & Davis

Deposition of
William & Richard
Gabriel — — —
Copy for Dfts

State of Ohio Union County ss

The Heir of James Cochrans Deceased Plantiff

vs

John Davis & Simon Davis

In Chancery

Before me Elias Robinson a Justice of the Peace for Union Township in said County

Deposition of Richard Gabriel of Union Township Union County produced sworn and Examined on the 10th day of Sept. in the year 1825 at my office persuant to the Enclose notice to be red in Evidance in the above cause on the part and in behalf of the Plantiffs as follows Richard Gabriel of said township and County and of lawful age being carfully Examined cautioned and sworn to testify the whole truth doth Deposeth and say —

That in the year 1819 the 25 day of December James Cochren & George Harris defendant had a suit before me and it was made appear on that day that James Cochren had paid more Debts for Simon Davis than his personal property amounted to

Richard Gabriel

Sworn to and subscribed before me Elias Robinson a Justice of the peace as aforesaid certified under my hand and seal at the township of Union in the County of Union aforesaid the day and yeare first above mentioned

Elias Robinson Justice of the Peace

State of Ohio
Union County ss
The heirs of James
Cochran Deceased
vs
John Davis and
Simon Davis in
Chancery

Before me Elias Robinson A
Justice of the Peace for Union
Township in said County
Deposition of Willias Gabriel Jun.
of Union Township in the County
of Union Produced Sworn and
examined on the tenth day of Sept.
in the year 1825 between the hours
of Six A Clock in morning and Six A Clock in the
Evening of said day at the office of the said Robinson
Reserve to be red in Evidence in the above cause on
part and behalf of the Plantiffs is as follows
William Gabriel of the Township of Union and County
aforesaid of lawful age being produced and carfully
examined cautioned and sworn to testify the whole
truth with Deposit and say
that in the year 1817 in the month of May I was
Present at George Beeds and John Davis being present
and in conversation did say that he had two deeds
for the conveyance of the land that James Cochrer
then lived upon and did produce the said deeds I
heard them Read and that I heard Davis say that
the January before he was at Xenia in the County
of Green and found by James Galaway the original
proprietor of said land that James Cochran had paid
the whole amount of the Money Due for said land
into ten Dollars and that he paid the ten Dollars
and took A deed for the same and that the deed
that he then produced was the same that he Received
of James Galaway for the Thirty Acres So Called
Further Deponent saith not

William Gabriel Jr.

Sworn To and Subscribed before me Elias Robinson a Justice of the Peace in and for the Township of Union in Union County aforesaid this day and year first above written.

Elias Robinson Justice of the Peace
" " " "

Ellen^e for

Ch^r Hang

v —

J. Cochran

vs

S. Davis & Davis

James Cochran Executor
vs
Davis & Dance

Bill of Discovery filed
Issue Subpoenas to the Sheriff
of Franklin County returnable
next Term

Culver
vs
Dacy & Farmer

Issue an Execution for costs against
Comptr for costs Directed to the Sheriff
of Madison County

Issue

Mr Haing will also send me the copy of judgment against John Grey for larceny &c

Cochran Heirs
vs
Davis & Davis
Conveyance Order

Urbana 9th Feby 1825

S. G. Strang Esqr

I am informed Dallas has filed his answer to the Bill of Revivor of Cochrans heirs if so you will please send me a copy of it by the Bearer. I will also ask you if you Please to send me the Bill itself or a Copy of it as there are some facts there stated which I cannot now distinctly recollect - Prepare yourself for Trial in your assault & Battery case Tell John Grey to be prepared with Testimony at all points & also Henry Huber Tell them all to have plenty of Capitol & good Witnesses & they shall all be cleared In haste your obt Servt

Moses Robinson

= cient to pay Simon Davis for that property
he the said Cochran had bought of Simon Davis
John Davis also stated that he had paid Mr Galloway
the ten Dollars and had got a Deed for the Land —
and Cochran might help himself the best way he
could or words to this Effect Hugh Porter
Sworn to and subscribed this 10th day of Sept 1825
before me Sworn to and subscribed before me Elias
Robinson a Justice of the Peace as aforesaid — Certified
under my hand and seal at the township of Union —
Union County aforesaid this 10th day of Sept AD 1825
Elias Robinson Justice of the peace

Coleman
vs } Deposition
Davis
Hugh Porter
Copy —

State of Ohio Union County ss } In Chancery at
The heirs of James Cochrens } October term 1825
vs } Before ~~xxx~~ Elias
John Davis & Simon Davis } Robinson Justice of
the Peace for Union Township in said County
Deposition of Hugh Porter of Union Township in the
County of Union Produced sworn and Examined on the tenth
day of September in the year 1825 between the hours of 6
o'clock A.M & 6 o'clock P.M in the Evening of said day
at the office of Elias Robinson Persuant to the Enclosed
Notice to be Read Evidance in the above cause on
the Part and behalf of the Plaintiff as follows
That in the year 1822 Mr. John Davis told this
Deponant that simon Davis had sold or Contracted with
James Cochren for a tract land lying on big darby and that
Simon Davis had been twice up to see said Cochren
Expecting to get his money for the same Cochren would not
pay him & Simon any mony then John Davis & simon Davis
both went up to see Cochran .. Cochran again told them
that he would not pay them any money and stated this
for this reason that if he would pay them this mony he the
said Simon could not make him the s^d Cochren a —
title for the s^d Land then John Davis told Cochren that
he would be Security for simon Davis to make a good
title for the land if he the s^d Cochran would only at
that time pay simon $100 Dollars and Cochren Refused
so to do .. then John Davis told Cochren that if he
would not do something to help Simon that he the said
John Davis would buy the same from Simon and then
he the said Cochren must Either buy the Land fro com
him the said John or pay rent for it or Leave
it John Davis also stated that the fifty dollars that
Cochran had said to M Galloway was not suffi=
c

$16.00 Paid Clk
$9.8

Union County Com Pls

John Davis et al
vs 2 fi fa
Vanderen Reed et al

Docket fee	$5.00
Clerks fee	26.89
Sheriffs Costs	2.74
Shff F.C.	3.45
Witness & board	3.85
Justice	2.22
	$44.16½

Money Rec'd in full
George Snougrass
Dep Shff

Mileg 30
Proc. 0.88
1.18

State of Ohio
Union County } To the Sheriff of said county Greeting

We command you that of the goods and chattels of Lander Van Reed Ezra Wright Joseph Lawrence Luther Wood James Coolman and Jesse Gill you cause to be made the sum of Forty four Dollars and Sixteen cents With Legal Interest from the 21st day of February 1828 Which John Davis and Simon Davis Late in the Union common Pleas Recover against them for the cost in a certain Suit in one Chancery court Whereof the said Vanderv Reed et al are convicted as appears to us of Record. And have the same before the Honorable the Judges of said Court at the Court house there on the 1st Day of our next term and have you then there this writ Witness Justus Swan President of our ~~Witness & seal hereunto and of the seal of~~ said Court at the Court House the 15th Day of March A D 1828

Silas G Strong Clerk

Chancery Case File

Case No. 1825-CH-0001

No. 25-CH-1

Union Common Pleas Court.

William S. Murphy
Plaintiff,

AGAINST

Wm. S. Sullivant et al,
Defendant.

Feby 1879.
In Chancery.
Decree for pltf.

Journal 1 Page 62

Record No. 2 Page 1

Ex. Doc. Page

Union Common Pl.

William S Murphy
vs } Bill
Sullivant & Pater

In Chancery —
Filed July 25th 1825
Silas G Strong
Clk

Lorna Murphy
vs

Union Com. Pl.

Wm. S. Murphy
vs } Bill
Sullivant, King & Pater

Filed

To the Hon'ble. The President and associate judges of Union Common pleas in the State of Ohio in Chancery now sitting. Humbly complaining shewth unto your Honors, your orator W.m J. Murphy of the County of Ross in the State of Ohio, That some time in the month of in the year seventeen hundred and a certain George Porter formerly of said County of Ross but now deceased, having entered into a contract in writing with one George Bayley & Joseph Merryman of the State of Maryland to cause a location of a certain Military land warrant of which they were the rightful owners as assignees, of 6000. acres of land, No. 3142, whereby said agreement the said George Porter in consideration of such location &c was to have two thousand acres of the land so located in the Virginia Military district North west of the river Ohio. & between the Little Miami & Scioto Rivers. to which said agreement in writing signed by said Bayley & Merryman this orator for greater certainty refers & prays that the same may be taken and considered as part of this Bill. That after the execution of said agreement the said warrant was delivered over to the said Porter to be located as aforesaid, and the said Porter not long thereafter to wit on or about the day of Seventeen hundred and entered into an agreement in writing with one Lucas Sullivant of the County of Franklin in said State of Ohio an experienced and skilful surveyor whereby said Sullivant agreed to locate and survey the said 6000 acre warrant for and in consideration of one thousand acres thereof - and shortly afterwards by another agreement in writing between said Porter and said Sullivant, it was further agreed, for the sake of dispatch & convenience in the carrying the locations & surveys of the said warrant into grants pursuant to said agreements that said Sullivant should locate & survey the whole six thousand acres in separate 1000 acre tracts & should obtain a patent in his own name for the two thousand acres which said Porter by his agreement aforesaid with Bayley & Merryman was to have & that afterwards said Sulivant should & would convey one thousand acres thereof to said Porter giving him choice of tracts - to which last mentioned agreements this orator for greater certainty refers & prays that they may be taken & considered part of this Bill. That after the said Sullivant became possessed of the above mentioned warrant he located & surveyed the whole six thousand acres of land in the now County of Clinton in the

State of Ohio, on unappropriate lands, properly set apart for that purpose in Six several tracts or Surveys of one thousand acres each four thousand acres of which were carried into grant pursuant to law to Said Barsley & Maynard: and two thousand acres, to wit, Entry No. 3234 & 3239 were carried into grant in the name of Said Lucas Sullivant, pursuant to Said agreement - That after a patent had issued in the name of Said Sullivant for the Said Entries numbered as above the Entry No. 3239 was taken by the Said Sullivant for his Services and has since stood tooged in his name - and the Entry No. 3234 was set apart for Said Porter & has also been tooged in his name. as by reference to the Certified Copy of the Entry's & Surveys will fully appear - as well as by the auditors Certificate made part hereof - That although this was actually done - yet the Said Lucas Sullivant departed this life a few years ago without having Executed to Said George Porter in his life time a deed in fee simple as before agreed upon for the Entry No. 3234, and at death left Wm. S. Sullivant, Michael L. Sullivant and Joseph Sullivant (the two last infants under 21 years of age) his Children Heirs & legal representatives to whom by the death of their Said ancestor the last mentioned tract of 1000 acres of land has descended in fee in trust for the benefit of the Said George Porter & his Heirs or assigns - And whom your orator prays may be made defendants to this Bill, & who live in the County of Franklin in the State aforesaid, and as the two last, Michael L. & Joseph are infants he prays that a guardian and admitem may be appointed to answer for them - Your orator further states, that some time before the death of the Said Sullivant the Said George Porter departed this life intestate leaving Wisly S. Porter of full age his only child & Heir, to whom the trust Estate resulted - & who on or about the day of Eighteen hundred and twenty Sold & Conveyed all his interest therein & to Said tract of land to your orator as by deed of that date made part hereof will appear - your orator prays therefore that Said Wisly S. Porter may be made

Defendants to this Bill & as he is a citizen of the State of Maryland that notice in some News paper may be given of the pendency of this petition pursuant to law -

In consideration whereof & for as much as this orator has not a plain adequate & complete remedy &c. And that the Defendants by their Guardian may full true direct and perfect answer make to all and singular the matters and things herein contained fully & particularly -

Your orator prays you Honors the premises considered to order adjudge & decree that the William & Sulevant of the said Michael S. & Joseph by their Guardian shall within some limited time to be adjudged by your Honors release by Deed, to this orator all interest, right & title which they may have to the said Entry No 3234 of one thousand acres of land by its metes & bounds: & in case of failure so to do that the decree to be made herein do operate as such release.

May it please your Honors &c

W.C. Murphy Petitioner

m Murphy
vs
ldrant et al

nstructions
July 25th
Silas G Strong
Ctr
ucb

Enclosed you have a Bill in Chancery of which I informed you last: be so good as to file the Bill — and at the next Court if I am not there let an order of Publication be entered & send me a copy of it as soon as court rises — also let an order appointing Lyne Sterling Guardian ad litem for the Infants be entered. & enter a rule on him & all the others to answer in 60 Ds.

My respects to your good Lady & to yourself

My Dr. Sir Yours

W. J. Murphy

Chancery Case File

Case No. 1825-CH-0002

25-CH-2

No. 4

Union Common Pleas Court

Silas G. Strong
Plaintiff,

against

Strother Jones et al
Defendant.

FEB TERM. 1826

Decree for Plaintiff

Journal 1 Page 19

Record No. 1 Page 202

Ex. Doc. 1 Page 9

Union Com Pleas

Silas G Strong

vs

Strother Jones ala

Petition for Partition

Filed August 15th 1825

Silas G Strong

Clk

Union Common Pleas of the Term of Oct. 1825

Union County ss.

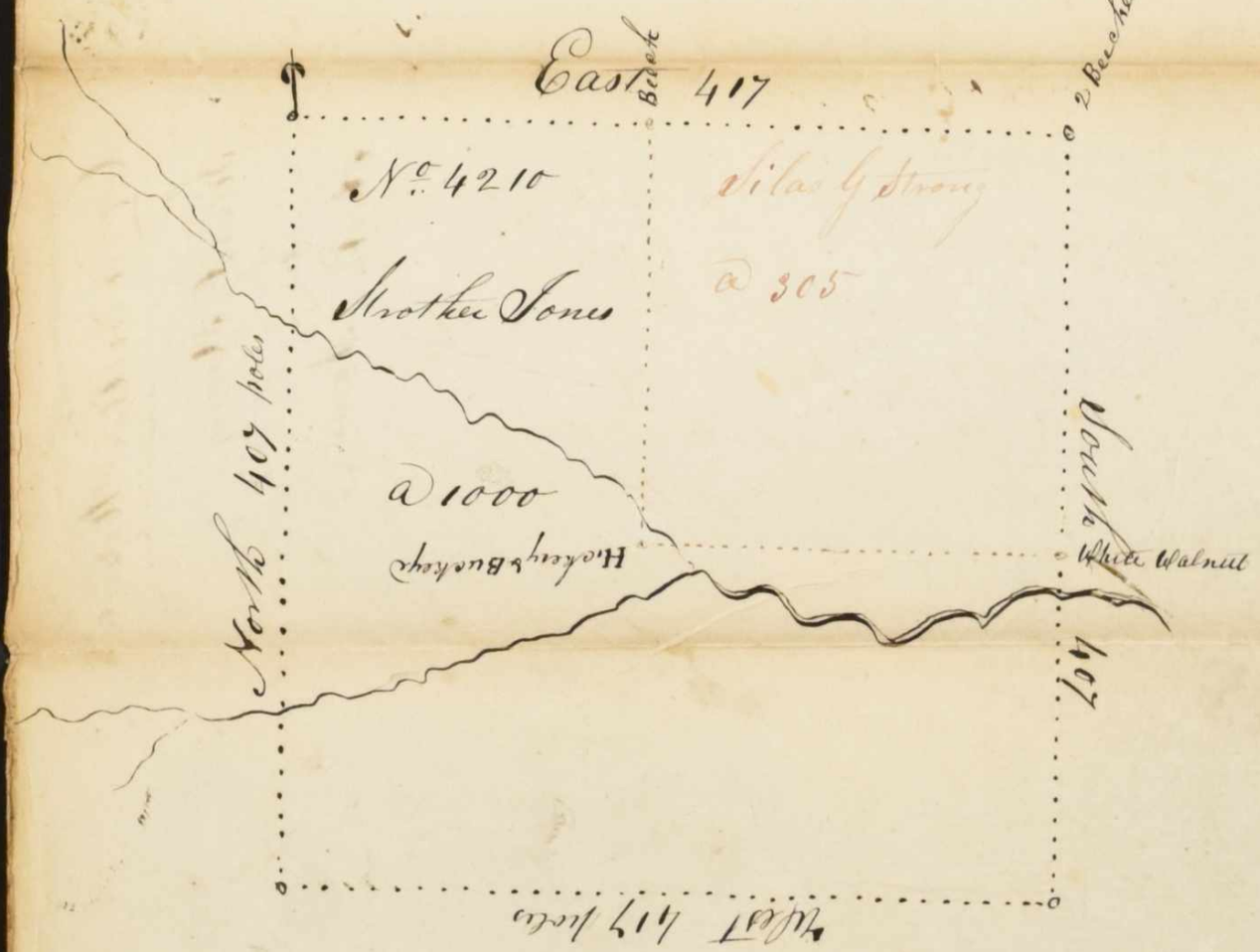
To the Honorable the Court of Common Pleas Your petitioner Humbly represents to your honors that he holds title for three hundred and five acres of Land in common with Stephen Jones or other Proprietors to your Petitioner unknown in a certain survey of one thousand acres situate in the City of Union being No of Entry from the thousand two hundred and ten (No 4210) as by a certificate of Sale now here in Court to be shewn will fully appear — Now your petitioner prays your honors that in persuance of the act to provide for the Partition of Real Estate passed February 26th 1820 and the 39 section of the act Defining the Duties of County Auditor passed Febry 28th 1824 to grant your writ of Partition that your petitioner may hold said 305 apart of Land apart and in Severalty — And your Petitioner further Prays your honors that the County Auditor of Union County may be instructed by your honors to make Execute and Deliver to your Petitioner a Deed of the said tract of 305 acres agreeably to a Statute in such case made and provided as your Petitioner in duty bound will ever pray

Silas G Strong Pet.

Committee Report

Silas G Strong
vs
Strother Jones

Plot and Survey of a tract of land of 305 acres laid off of Survey No 4210 to Silas G Strong on the waters of Mill Creek beginning at the North east corner of said Survey at two beeches and sugar tree thence West 221 poles to a beech thence South 221 poles to a hickory and buckeye thence east 221 poles to a White Walnut thence North 221 poles to the beginning being a part of Survey No 4210 Entered in the name of Strother Jones



We the undersigned being appointed by the Court and summoned to set apart and Divide to Silas ~~G Strong~~ 305 acres of Land being part of a Survey of 1000 acres No 4210 after being duly sworn we do set off to him the quantity of his claim to wit 305 agreeably to the above Field notes and Plat of Survey

Given under our hands this 1st day of Febry 1826

Levi Phelps Surveyor Leonard Kirkwood

Levi Phelps

Abram Amerine

Printers
Recep

Recd August 16th 1825 of Silas G. Strong one dollar & seventy-five cents in full for advertising for partition, S. G. Strong vs. Strather Jones, & others, six weeks.

E. Frisbee D.

Silas G. Strong
vs
Strother Jones & others

Writ of partition

Agreeably to the mandate of the within writ I have caused the Partition to be made and here with return the Report of Commissioners Feby 16th 1842

Amos B. Williams
Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Silas G Strong has filed his petition herein for the partition of a certain tract of Land to wit Survey No. 4210 in which he sets up a claim to 305 acres out of the 1000 acres the original quantity

This is to command you that by the oaths of Lewis Phelps Abraham Amos Jno. & Leonard Kirkwood judicious and disinterested men of the Vicinity freeholders as you cause to be set off and Divided Unto the said Silas G Strong $\frac{305}{1000}$ of said Survey agreeably to Law and that they shall in no wise omit and how you then shall this writ Endorsed the Honorable

Eleney Cam President of our said Court at the Court house this 6th day of Oct 1825

Attest Silas G Strong Clk

Knowledge of
sufficient
& notice.

Union County ss.

Personally come into open Court Geo. Snodgrass who being duly sworn on his oath saith that a notice of which the attached is a true copy was regularly published & continued in a newspaper published in Delaware called the Delaware Gazette of general circulation in the County of Union for more than forty days next preceding to the present Term of the Court & further saith not.

George Snodgrass

Sworn in open Court
this 4th Oct. 1825

Sworn to and subscribed in open Court this 4th day of Oct 1825 in open Court

Silas G Strong Clk N C

Lewis Phelps
Abraham Amrine
Leonard Kirkwood

Union County

Court of Common Pleas.

SILAS G. STRONG *vs.* STROTHER JONES AT AL.	*Petition for partition.*

THE above named Strother Jones, and others are hereby notified that Silas G. Strong has this day filed his petition with the Clerk of said Court, in which he sets forth and charges that he holds and claims title as tenant in common, with said defendant and others to him unknown, to a certain tract of land, lying in the county of Union being No. of survey 4,210 in the Virginia Military district and praying said court to order partition of said lands and that petitioner may hold his share in severalty,—defendants are further notified, that next term of said court, which will commence on the third of October next, petitioner will move the court for such order for partition,

SILAS G. STRONG, Pet'r.

August 15th, 1825. 274-6ws.

Silas G Strong

vs

Arthur Jones and others unknown

Area of Count

Filed this 2 day of Jan 1825

Silas Strong
Stephen Jones &
others unknown

Petition for Partition

This day came the
the Demandants & the Court being satisfied that
due & legal notice had been given of the pendency
of this Petition and also that the demandants have
a good & legal title to three hundred & five acres of
Land out of the Survey of 1000 acres in said Petition
mentioned. It is therefore ordered by the Court
that the prayer of said Petition be granted & that a
writ of Partition issue returnable to the next
Term & that Levi Phillips Abraham Ormsbee
& Leonard Chickering three disinterested &
Judicious freeholders of the County, not of kin
to any of the parties be appointed to set off
to the Demandants the said 305 acres

Chancery Case File

Case No. 1825-CH-0003

FEB TERM. 1826

No. 25-CH-3

Union Common Pleas Court.

George Woodward
Plaintiff,

AGAINST

David Witter et al.
Defendant.

FEB TERM. 1826

Decree for Plaintiff

Journal 1 Page 10

Record No. 1 Page 198

Ex. Doc. Page

Marvin Comstock
George Woodward
vs
Bennie Wither &
others

J. Cheney

J. Cooley Clk.

filed 4th Oct
1825
Silas G Strong
Clk

Copied Oct 25 fees $1.081

To the Honorable the Judges of the Court of Common pleas of the County of Union when in Chancery sitting.

Humbly complaining shewth unto your Honors your Orator John Wooddell of the County of Union, that some time previous to May 1820 one Samuel Galloway since dec'd one David White of said County purchased of one William Robinson five hundred acres of Land situate in said County described as follows, to wit, No. of Survey 7492 & 9561 patented to said Robinson, beginning at two hickories & black oak north corner to Robert Mears Survey No. 5301 thence N 45 E 585 poles to two black oaks corner to James Galloway's Survey No. 5708 thence S 85 E 150 poles to a stake in a prairie in the ~~times~~ line of said Mears Survey No. 5265 thence S 5 east 40 poles to a stake corner to Mears Survey, thence S. 57 E 40 poles to two white oaks corner to the said Mears Survey & north corner to Anthony Walker's Survey No 7790 thence with Walker's line & the line of Joseph Barnett's Survey No. 7748 S 52 E 667 poles to three hickories & a forked white oak in the line of said Mears Survey No. 5301, thence with said line W. 45 W. 43 poles to the beginning, for the conveyance of which the said Robinson executed a title Bond to the said Galloway & White. Your Orator further shews that the said Galloway & White went into possession of said tract & by a verbal agreement partitioned the same between themselves & each occupied according to such partition & each party made valuable lasting improvements upon the part allotted to him. - after this verbal partition the said Galloway sold to your Orator out of the part allotted to him in the division, 87 acres & 104 poles of land for a valuable consideration & executed his title Bond for the conveyance thereof which Land is described as follows to wit, beginning

on the west by Lands belonging to Samuel & Rice & John Cranston & on the north by Land belonging to Daniel Wither & on the east by Land belonging to Elisha Reynolds. That the sd Wither had full notice of the sale to your Orator as aforesaid. your Orator further shows that the sd Robinson being owner of some Slaves & Sally Robinson now by a special act of the Legislature of Ohio authorized to make conveyance for Lands sold by the sd Robinson in his life time & they accordingly did make & execute to the sd Wither a deed for the whole 500 acres & the Bond executed by sd Robinson was by sd Wither given up to sd Slaves & Sally Robinson. By which the legal title of the whole tract is vested in the sd Wither. That the sd Galloway Dec.d who died intestate left the following children & their heirs at law to wit, Amanda Galloway, John Galloway, Samuel Galloway, James Galloway, Sabra Galloway, Elijah Galloway, Joshua Galloway & Joseph Galloway who reside in the state of Indiana all of whom are infants. your Orator had well hoped that the sd Wither would have executed to your Orator a deed for the part purchased by him as aforesd. but no so it is may it please your Honors that the sd Wither does now wholly refuse so to do, alledging his liability to the legal Representatives of the sd Galloway.

In tender consideration whereof & in consideration your Orator is without remedy except by the aid of this Court. For the end therefore & that the sd Wither & the children & heirs of the sd Galloway above named & whom your Orator prays may be made Defendants to this Bill, may upon their corporal oaths true full & perfect answer make to all the matters & things herein before set forth as fully & they the same were here again interrogated. and that the Defendants, Heirs at law of the sd Galloway may be compelled to render any claim they may have in the premises to so

[illegible] of sd Land as is mentioned in the sale to your
brother & that sd Withers may be compelled to make
to your brother a good fee so much of sd Land as may
by your brother purchased of sd Galloway & that
your brother may have such other & further
relief as may be agreeable to Equity & may
it please your Honors to grant the prayer of
Subpoena &c

J. Cooke Sol.

Wood Trans
vs } Fi Fa
Galloway Heirs

Clerks Fees — $3.81
Sheriffs Fees — 32
Cooley Docket — 5.00

$9.13

No property found
Returned to Levy
J. B. Williams Sheriff

THE STATE OF OHIO, SS.

To the Sheriff of Union County, GREETING:

WE command you that of the goods and chattles of the Heirs of Samuel Galloway Dec'd. David Wells Guardian Ad Litem late of your bailiwick, you cause to be made the sum of Nine Dollars and Thirteen Cents with legal interest thereon, to be computed at the rate of six per centum per annum, from the 17th day of February 1826 until paid: and for the want of goods and chattles you cause the same to be made of the lands, tenements, and real estate of the said Heirs of Samuel Galloway which George Woodward late in the Union court of common pleas has recovered against them for his costs by Costs about this suit in this behalf expended whereof Heirs of Said Samuel Galloway is convict, as appears to us of record: and that you have the same before the Honorable Judges of the Court aforesaid at the Court house thereof in the town of Marysville on the first day of our next term, to render unto the said George Woodward ~~of~~ $9.13. of costs aforesaid, and have then and there this writ.

Witness the honorable Ebenezer Lane Esq President of our said court, at the Court-house aforesaid, the 3d day of March 1826 Teste Silas G Strong CLERK.

George Woodward
vs Execution
Amanda Galloway
et al — Levari

Docket fee	$5.00
Clerks fee	4.12
Sheriffs fee	.32
	$9.44

No goods found
Returned to Clerk
Milage — .40
George Montgomery
D. S.
for M. M. Williams
Sheriff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We command you that of the Lands and Tenements and Real Estate of Amanda Galloway John Galloway Samuel Galloway James Galloway Lebra Galloway Elijah Galloway ~~and~~ Joshua Galloway & Joseph Galloway heirs and Legal Representatives of Samuel Galloway Deceased (David Witter Guardian ad Litem) Late of your Bailiwick you cause to be made the sum of Nine Dollars & forty four Cents which George Wood Late in the Union Court of Common Pleas has Recovered against ~~them~~ for his Costs by him about his suit in this behalf Expended Whereof the said Amanda Galloway John Galloway Samuel Galloway James Galloway Lebra Galloway Elijah Galloway Joshua Galloway and Joseph Galloway are convicted as appears to us of Record and that you have the same before the the Judges of the Court aforesaid at the Court house in the Town of Marysville on the first Day of our Next term to Render unto the said George Wood his Costs aforesaid and have you then there this writ

Witness Ebenezer Lane President of our said Court at the Court house aforesaid this 1st day of Jany A D 1827

Silas G Strong Clk

Chancery Case File

Case No. 1826-CH-0001

Agnes Snodgrass
vs Court of Dower
The Heirs of Jas. Snodgrass

Serv on 3 persons	$0 60
Mileage — —	40
	1.00

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

Whereas at an the Petition of Agness Snodgrass - Widdow of James Snodgrass Late of the County of Union Deceased Filed in the Clerks of Office of the Court of common Pleas on the 10th Day of February AD 1827 - against William Snodgrass James R Snodgrass - Jane A Reed Wife of John Reed Late Jane R Snodgrass and the said John Reed Agness Snodgrass Jr Samuel Snodgrass & Polly Snodgrass - It was ordered by the court that a writ of Dower issue to the Sheriff of this County commanding him that by the oaths of three Disinterested Men of the County free holders who are not of Kin to Either of the parties He cause Dower in the Lands Described to the said Relict to be set off to Complainant and Make Return of His Doings to the next term of this Court

Now You are hereby commanded that by the oaths of three Disinterested Judicious men of the County of Union Who are not of Kin to Either of the parties Interested You cause the Dower to be set off and assigned to said petitioner in the Lands following to wit about one Hundred and sixty acres ~~of sixty acres~~ of Land situate in the County of Union the South East part of Survey No 3684 Entered in the name John Scott and Make return of your Doings herein to our next Term of this Court

Witness Ebenezer Lane President of our said Court at the Court House this 20th of August 1827

Silas G Strong Clk

By virtue of a writ of Dower to me Directed from the Clerke of the Court of Commonpleas of the County aforesaid Bearing Date Aug 20th ~~1827~~ 1827. ~~I Proceeded this Day to summon John Jolly George Sagar and James Bood~~

Commanding me to set of Dower to agness Snodgress Widow of James Snodgrass Deceased. Late of the County of Union I Proceeded this Day to summon John Jolly George Sagar and James Bood who after being duly sworn Proceeded to view the Premises aforesaid and did assign to the S agness as the one Equall third Part of the Premises aforesaid 27 acres 155 Pole Bounded an described as follows to wit Beginning at an the Barn at a stake thence S 44 E 60,5 to a shugartree Hickory Iron wood and Dogwood thence N 53 E 86,5 Poles to with the Southerly line of S Survey to a shugartree and ash thence N 65 027 W ~~with the~~ 67 Poles the Northerly line of the orginal line of S Survey to 2 shugartrees and an iron wood thence S 53 ¼ West 62½ Poles to the Place of Beginning valued at Eighty three Dollars thirty three and one third cents by us

Given under our Hands this 4th Day of Oct Anno 1827

John Jolley
George Sagar
James Bood

Geo Snodgrass Dep Shff
U.C.C

Jonathan Hodges
adm
vs Z Report of appraisers
William Hodges
et al

Filed Feby 12th 1829
Silas G Strong
Clk

To the Court
of Common Pleas of
Union Ohio

To the Honourable the judges of the court of comon pleas of Union county

We the under signed pursuant to an order of court to us directed met at the house of Agnes Snodgrass on the 27th day of November 1826 being duly sworn and adjourned to the 1st day of December in said year and proceeded to estimate the lands and tenaments of James Snodgrass deceas'd and lay off the Widows dower which is as follows

Then the Widows dower beginning at the southeast corner thence North 65½ degrees west 68½ poles to two sugartrees and one iron wood thence south 53 degrees West 68 poles to a stake near the stable thence south 53 East to two sugartrees and one hickory in the west line of the survey thence North 53 degrees east 68 poles to the beginning containing twentyfive acres and four poles valued at one hundred dollars together with the house and the principle part of the improvement

The balance of the tract ninety acres and 156 poles valued at two hundred dollars

Given under our hands and seals this first day of December 1826

James Irving (S)

John Jolley (S)

James Allen (S)

Surveyed by me Alex Robinson

Relinquishment
of Agnes Brodgen

Filed Oct 5th 1827

Silas Gettings Cl

0 571
26

Know all Men by these presents that I Agness Snodgrass Relict to James Snodgrass Deceased have by free and full consent relinquished all my right of Dower to the Lands of the said Deceased and that I do by these presents forever quit my right title claim interest or Demand against said Lands as a law and that I am redy at any time to Sign a lawful Conveyance to the purchaser or purchasers of all the Lands of said Deceased as soon as they have complied with the condition of Sale and that we the Heirs and Guardian do freely and fully consent to the Sale of the same and that we give up any right title claim or Demand that we have or ever may have against the Lands of said Deceased Given under our hands this 28th Day of February AD 1827

Agness Snodgrass
John and Jane Ann Reid
William M Snodgrass
Ag Mcj P Snodgrass

This indenture made this twelfth day of February in the year of our Lord one thousand eight hundred and twenty seven between Abner Snyder

Agnes Snedgrass
vs
Jenny Reynolds

Filed Feby 10th 1827
Lilo Lytleong

Two files — 8

To the Honorable the President and associate judges of the Court of Common Pleas of the County of Pike in Chancery Sitting

Humbly Complaining Sheweth unto your Honors your Orator Jeremiah Shadgnasy of said County that she is the lawful widow of Thomas Shadgnasy - that said Thomas died Seized in fee of about One hundred and Sixteen acres of Land situate in said County bounded by the South East part of Survey No 3658 entered in the Name of John Scott

She further says that said Thomas died leaving William Shadgnasy Thomas R. Shadgnasy Jane S. Reed wife of John Reed and the said John Reed ~~the~~ Samuel Shadgnasy & Polly Shadgnasy his Children and legal ~~representatives~~ heirs which Orator prays may be made Defendants to this bill of Complaint and who are all minors under the age of twenty One years with the exception of said Jane S. Reed

She further says that she is entitled to Dower out of said Land

She therefore prays

that the premises cannot be divided
Having well considered the
and Decree that your Orator
have set off to him one
equal third part of said
Land agreeable to the Statute
in such Case made
and provided —

Pray &c

Rufus
Jas Spencer

The answer of William Snodgrass
Darius R. Snodgrass Agnes Snodgrass
Samuel Snodgrass & Polly Snodgrass
by their Guardian ad litem to
the bill of Complaint of Agnes
Snodgrass widow Moses
Carr &c ——

These Defendants to said bill
answer and say that they are
ignorant of the allegations
in said bill contained
and pray the Court to decree
as to them shall seem just — and
right ——

Silas G Strong
Guardian ad litem

the answer of Jane Reed & John Reed to the bill of Complaint of Sydney Snodgrass Plaintiff Complainant —

These Defendants to said bill answer and say that they believe the allegations in said bill are true and consent that prayers of said bill be granted —

John Reed
and
Jane Ann Reed

Chancery Case File
Case No. 1826-CH-0002

No. 26-CH-2

Union Common Pleas Court.

Nathaniel Kazan adm
Plaintiff,

AGAINST

of Andrew Burnham
Defendant.

NOV TERM. 1826

Settlement of Estate

No Record

Journal 1 Page 21

Record No. Page

No Record

Ex. Doc. Page

Noth - Hazen
adm of A Bunton
Petition -
To Sell Real Estate
J R Parrish Atty
Filed Nov 13th 1860
Liley Clerk

To the Honorable the Judges of the court of Common pleas for Union County the petition of Nathaniel Frazar Administrator to the Estate of Andrew Burnham deceased

Humbly sheweth to your honors that after applying all the personal effects of sd Estate in payment of the debts owing by the sd deceased at the time of his Death there remains due and owing from sd Estate the Sum of Six hundred Dollars & Twenty cts that sd deceased died Intestate leaving a widow Almira Burnham and an Infant Heir Albert Burnham who resides in the State of Connecticut whom your Petitioner prays may be made Defendants to the petition that sd Decedent at the time of his Death was ~~in simple~~ seized in fee simple of the following described tracts of Land ~~tract~~ situate in ~~sd Union County~~ ~~Union sd~~ Madison County begining on the lower side of the Creek where the upper line of Thomas Hawley survey No 5291 Crosses the sd Creek at a stake thence South 35 East 135 poles to a stak in a prarie and two bur oaks on the edge of the prarie bearing S.21.W 3 poles 16 links distant thence S 9 E 14 poles to a burroak thence N 68 E 146. poles to a stake In a prarie thence N 26°. 30' W 102 poles to a stake on the lower bank of the Creek thence up the Creek with its meanders to the begining Containing one hundred and Eight acres be the same more or less being a part of two original Surveys Viz of No 5291 and of No. 8414 both of which were patented ~~to Nathan Dunn by the President of the United States~~ In the name of Nathan Dunn and also the following ~~the following~~ described tracts of land in sd Union County Viz an out lot in the Town of Milford No. 6. begining at the southwest corner of No 2 thence north 81 W 19 poles thence N 9 E 35 poles thence South 73 E 19 poles and a half to the northeast corner of No 2 thence S 9 W 35 poles to the place of begining and an Inlot situate in the town of Milford No 18 as described on the plat of sd Town all of which your Petitioner prays may be sold to pay and satisfy the debts due sd Estate

Nathaniel Frazar Administrator

Nathaniel Kingsbury admr
of Andrew Burnham de
vs } Petition to sell Lands

Albert Burnham

Filed February 10th 1827
Silas G. Sh[illegible]

1827

To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Rumo

The Petition of Nathaniel Carson humbly Showing that he is the administrator of Andrew Burnham - that the assets which have come to his hands as out of estate of Deceased and which have been paid out agreeable to Statute amount to $333.10 - that the Debts due from said estate amount to the sum of $856.32 as per a Court Current herewith filed and made a part of this Petition - Leaving a ballance still due of $525

Petitioner further Showing that said Burnham died seized in fee of Out Lot No 6 in the town of Milford Mercer County - also out Lot No 3 - in said town and lot Number 18 - in said town also 108 acres in Madison County in Surveys 5291 & 8414 and particularly described in deed of Walter Dunn and wife to Burnham Dated October 15th 1819 which is hereby referred to for a full description

He further says that said Burnham left Albert Burnham an infant child and heir whom Petitioner prays may be made Defendant hereto - Petitioner prays that your honors will order your Petition to sell said land agreeable to Statute in such case made and provided to pay off the residue of said Debts due from said Estate agreeable to Law

Nathaniel Frazer Administrator

Silas G Strong Guardian
ad litem of Albert
Burnham
vs
Jonson
&
Nathaniel Hagar Ten

Filed February 10th
A.D. 1827

Silas G Strong
Clk

Recorded page 282

The answer of Albert Burnham
by his Guardian ad litem Silas
G. Strong to the Petition of
of Nathaniel Rogers as
administrator of Andrew
Burnham —

This Defendant no answer to
Same Petition says he knows
Nothing of the allegations of
Petitioner and prays for Proof

Silas G. Strong —
Guardian ad litem
for Albert Burnham

Answer

Nathaniel Kan
admr of A. Bun
vs
Heirs of Sam
of Burnham

Filed Oct 5th 1827
Silas Strong
Clk

Recorded page 279

1827

we the undersigned being Required by an order of the Court of Common Pleas of Union County to appraise all the ~~property~~ Real Estate of Andrew Burnam Dec, as given to us by the administrator of Sd Decd do proceed as follows to wit, Lot No. 18 in the town of Milford Sd County forty dollars — $40.00
also out Lot No. 3 thirty six dollars — 36.00
also out Lot No. 6 twenty eight dollars — 28.00
also one Lot of Land in Madison County Containing one hundred acres; one hundred Seventy five dollars — 175.00

October 4th 1827

Richard Gabriel
Nicholas Wathenay
James C. Miller
Appraisers

State of Ohio
Union County ss. } Be it remembered that on the third day of October instant Richard Gabriel, Nicholas Wathenay and James Miller were by me duly sworn as Appraisers to appraise the real estate of Andrew Burnham deceased.

Dated October 6th 1827 George Snodgrass
Deputy Sheriff

Nathaniel Kaza

vs }

Heirs Heirs of J A Bu

State of Ohio Union County ss

To the Sheriff of the county greeting -

Whereas upon the Petition of Nathaniel Nagar - Administrator of Andrew Burnham Late of said county Deceased it was on the 10th day of February 1827 ordered by the Court of Common Pleas that Nicholas Hathaway James C Miller & Richard Gabriel freeholders of said County go upon the premises in said Petition mentioned and under oath appraise said Lands and Return said Valuation to the next term of this Court

Now you are hereby commanded to summon the said Nicholas Hathaway James C Miller & Richard Gabriel that they proceed to appraise the Lands and tenaments following to wit - - Out Lot No 6 in the Town of Millford Union County also Out Lot No 3 in Same Town and Inlot No 18 in Same Town also one Hundred and Eight acres in Madison County in Surveys No 5291. & 8414 and particularly Described in Deed of Walter Dunn and Wife to Burnham Dated Oct 15th 1827 which is Hereby Referred to for certainty - and that they Do appraise the Same under oath and Return said Valuation to the next term of this Court

Witness Ebenezer Lane President of our said Court at the Court House this 10th Day of Augt 1827

Silas G Strong Clk

Chancery Case File

Case No. 1826-CH-0003

unto them your Writ of Injunction to stay Waste on the said Premises where the said Alfred now resides as aforementioned directed to the said Reuben & Alfred & that the same may be made perpetual & that your Honors would afford unto your Orator seriatim & further relief in the premises as shall be agreeable to equity & good conscience as to your Honors shall seem meet & your Orator as in duty bound will ever pray &c

May it please your Honors to afford unto your Orator your process of Subpoena &c

Dan'l S Bell Solr for Compts

The State of Ohio
Union County } ss

Personally appeared before me William Gabriel one of the associate Judges of the Court of Common Pleas for the County aforesd the above named Samuel & David Reed & made oath that the facts stated in the foregoing Bill in Chancery so far as they are founded on their own knowledge are true & so far as they are founded on the information of others they believe them to be true & so to be true & subscribed before me this 11 day of Decr 1826

Samuel Reed
David Reed
William Gabriel one of the JUCC

Union Com. Pleas

Samuel Reed & David Reed
vs
Reuben Hale & Alfred Hale

Bill in Equity &c

Set on for injunction & written
Prayer for perpetual to
the Paine Reuben & Alfred Hale
on the Compts complaining with
the statute in such case made
& provided &c

Wm Gabriel one
of the associate Judges

Filed Decr 21st 1826
Silas Foster

To the Honorable the judges of the Court of Common Pleas for
Union County sitting in Chancery Sitting Humbly complaining
Sheweth unto your Honors your Orators Samuel Neal & David Neal of
the County of Union & State of Ohio that about three years since your orators
sold to one Reuben Hale whom your orators pray may be made Defendant
to this Bill one hundred acres of Land being a part of Survey No 4278 in
the Virginia Military reservation for the sum of Five hundred dollars
thirty dollars of which sum was paid in hand and notes given by the said
Reuben to your orators for the residue the principal part of which are
now due and your orators further shew that at the time of the aforesaid
sale they Executed to the said Reuben Hale their Title Bond for the
Conveyance of the said one hundred acres of Land so soon
as the whole of the purchase money was by the said Reuben fully paid
to your Orators And your Orators further shew that within a
few days after the aforesaid sale the said Reuben Hale left this County
& has not since been here to the knowledge of your orators nor
has the said Reuben ever at any time since said Contract ever paid
one cent of the purchase money of said Land to your orators or
either of them Nor has the said Reuben any real or personal property
in this County or elsewhere within the knowledge of your orators
other than the Equitable interest he holds in said one hundred
acres of Land so sold by your Orators to him as aforesaid
out of which the said purchase money or any part thereof
can be collected And your orators further shew unto your
Honors that in a short time after the said Reuben left this County
one Alfred Hale whom your orators also pray may be made
Defendant to this Bill took possession of the said one hundred
acres of Land & yet remains in the possession & occupation of
the same - And your orators further shew that said Alfred
Hale since he came into the possession of said premises has committed
great Waste & still continues so to do by felling cutting destroying
& carrying away & selling & converting to his own use the valuable timber
growing on said premises & is not restrained in the slightest
destroy & wholly ruin said Premises - All which acts, and
doings of the said Reuben & Alfred are contrary to Equity & good
Conscience & tend to the wrong & injury of your Orator fee Tender
consideration whereof & inasmuch as your orators are remediless
in the premises by the strict rules of the Common Law & can only
be relieved by the aid & interposition of ~~this Honorable~~ a Court of
Equity Your Orators pray that the said Reuben & Alfred
may be compelled to answer the matters & things contained
in the foregoing Bill as fully & particularly as if the same were
here again repeated & they & each of specially interrogated thereto
And your orators further pray that your Honors would grant

State of Ohio Morgan County December

Sand Rees &
Dawa Rees
To Injunction
Bond
vs
R Gates
Filed this 21st day of
Dec. 1826
Silas G Strong
Clk

Samuel Bond
Thos Bennett &
Benson Mee & Hutchinson & Stokes

Know all men by these presents that We Samuel Reed and Reed of the County of Union & State of Ohio are firmly bound unto Reuben and Alfred Hale in the penal sum of One Hundred Dollars Lawful Money the payment of which well and truely to be made we bind our selves our Executors Administrators and assigns signed with our hands and sealed with our Seals this the 11th day of December A.D. 1826

The Condition of the Above Obligation is such that Whereas the Above bounden Samuel Reed and David Reed have obtained from the Honourable William Gabriel one of the Associate Judges of the County of Union aforesaid a Writ of Injunction against Reuben and Alfred Hale to Compell them to desist from Culling down Carrying away or destroying timber upon the Land Occupied Now by said Hales and to Inforce them from commiting waste on said premises which premises were bought of said Samuel & David Reed by said Reuben Hale being one Hundred acres a part of Survey No 4278 Now if the said Samuel and David Reed or Either of them shall well and truely pay or cause to be paid all the damages and costs that shall be effect against them or either of them by the court of Common Pleas of Union County in case they shall fail to prosecute to final Judgment as the law in such case direct then said Bill of Injunction then the Above Obligation to be Null and Void Otherwise to remain in full force and Virtue

Dated this 11th day of December 1826

Samuel Reed
David Reed
Aaron Reed

Union Com Plea

Samuel Reed & David Reed } Plff

vs

Alfora Hale & Reuben Hale } Defs

Writ of Injunction

Filed June 1 1844

Fees $0 00

Serv. 50 cts

Wm. H. Williams Sheriff

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

Whereas complaint has been made By Sam Rees & David Rees against Alford Hale and Reuben Hale for that the said Alford & the said Reuben are committing waste by cutting & felling timber on the Lands of their the said Samuel & David to wit One hundred acres of Land being part of Survey No 4278 to the Damage of them the said Samuel & David as appears from the petition in Chancery and affidavit thereunto Annexed. this Day filed in this office These are therefore to command you that you do command and Require of the the said Alford Hale & Reuben Hale ~~and~~ they the said Alford Hale and Reuben Hale are hereby Required to Desist from all further waste By felling cutting Destroying or carrying away or selling or converting to their own use any of the timber growing on the premises aforesaid and that this injunction to stay the waste aforesaid be perpetual And you are further commanded to summon the said Alford Hale and the said Reuben Hale ~~and the~~ that they appear on the first Day of our next term to answer unto the petition aforesaid at the court house in said County of Union

Witness Ebenezer Paine President of our said Court at the court house the 21st day of Dec AD 1826

Silas G Shoemaker Clk

Chancery Case File

Case No. 1827-CH-0001

Chancery Case

1827-CH-0001

located with

Supreme Court Case

1830-SC-0004

Chancery Case File
Case No. 1827-CH-0002

No. 27-CH-2

Union Common Pleas Court.

Thomas Gray Plaintiff,

AGAINST

Elijah Johnson Defendant.

MAY TERM, 1831

Judgment VS Plaintiff

Journal 1 Page 111

Record No. 2 Page 83

Ex. Doc. 1 Page 33

Thos Gray
vs
Elegah Johnson
Filed Oct 8th 1827

Silas G Strong
Clk

Copy $1.00

Paid 10

To the Honorable, the Court of Commonpleas of the County of Union in Chancery sitting.

Humbly complaining, sheweth to your honors your Orator Thomas Gray of said County, that on or about the tenth day of August, in the year of our Lord 1822 eighteen hundred and twenty two, one Elijah Johnson, of the County of Ross, and whom your Orator prays may be made a defendant to this Bill of Complaint represented to your Orator that he, said Johnson, was then lawfully the agent of one John Overton, and that he had a power of Attorney from said Overton, and was then thereby authorized to sell & convey a tract of land described in an agreement signed and sealed by said ~~said~~ Elijah Johnson, a copy of which is filed as part of this Bill of Complaint: Your Orator sheweth to your honors, that he giving full faith and credit to the representations of said Johnson, he bought of said Johnson the tract of land in said agreement ascribed, set forth to be one hundred and thirteen acres. Your Orator sheweth, that on or about tenth day of August (1822) in the year of our Lord eighteen hundred and twenty two he paid to said Johnson sixty dollars as part of the purchase money for said land; and your Orator farther sheweth that on or about the date first above written, he executed to said Elijah Johnson obligations for fifty three dollars the bale of the purchase money of said land and for no other considerations. Your Orator saith said land lies and is situate in said County of Union, that he bought it of said Johnson as the agent of said Overton, as said Johnson then said he was such, as above set forth. Your Orator saith he and said Johnson ~~are~~ are both citizens of Ohio, Your Orator of Union, and Johnson of Ross County. Your Orator is informed and believes that said John Overton departed this life prior to the date of any agreement between your Orator and said Johnson respecting said land, and the date of said obligation and payment of said money; and your Orator saith that said Johnson had no authority to sell said land at the date of said sale to your Orator as aforesaid: But now, so it is may it please your Honors said Johnson still holds Your Orator's obligation and said money so paid to him by Your Orator as aforesaid; and your Orator is without relief in the premises by the strict rules of the Commonlaw and only finds relief in this Honorable Court, where matters of this kind are properly cognizable and relief granted. All which actings and doings of said Johnson in the premises, are contrary to Equity and good conscience, and manifestly tend to the injury and oppression of your Orator, who cannot enforce the performance of said agreement by any means. Intending consc

consideration of all which, and for as much as your Orator is without relief in the premises by the strict rules of the Commonlaw ~~when~~, 46. To the end therefore that said Defendant, true, direct and perfect answer make on his corporal oath, to all the matters and things herein set forth as fully and completely as if the same were repeated and he thereunto particularly interrogated; and particularly whether the contract was made as herein set forth, and whether said money was or was not paid as aforesaid, and whether said Overton had not departed this life prior to said contract with your Orator as aforesaid; answer and say at what time said Overton died depart this life: answer this Bill fully. The premises considered, may it please your Honor, to decree, order and adjudge, that the contract herein set forth (a copy of which is herewith filed as a part of this Bill) be rescinded, set aside, and be taken for naught, and that said Johnson be enjoined from transferring said obligation given by your Orator as aforesaid, and that the same be cancelled and delivered up, and that said Johnson pay back to your Orator the money paid to him as aforesaid, with lawful interest from the date of payment to said Johnson till the time it may be paid to your Orator or the date of the decree; and do such other matters and things in the premises as may seem Equitable and Just.

Grant a subpoena to the sheriff of Ross County. And your Orator will ever pray. Thomas Gray

Oyer & Copy of agreement.

The following article witnesseth, that Elijah Johnson, agent for John Overton, hath sold Thos. Gray the south half of lot number four, in John Overton's survey number 4065 lying on the waters of Mill-creek in the County of Union and State of Ohio and bounded as follows; begining at a red oak and two ash's thence North 78° East a hundred and fifty three poles to a white oak beech and hickory, thence south 12° East a hundred and eighteen poles to two hickories and an ash, thence south 78° west a hundred and fifty three poles to a beech and dogwood, on the line of the original survey, thence North 12° west a hundred and eighteen poles to the begining, the whole of which contains a hundred and thirteen acres, and the line of division which is to be run by the parties purchasing, to run parallel with the north and south line of said lot number four; The above named Elijah Johnson binds himself as agent for John Overton, in the penalty of one hundred dollars to make the said Thos. Gray a sufficient warranty deed of conveyance to the above named south half of lot number four, so soon as the said Gray shall have completed the payments as specified in Bond, given to secure the payment thereof.

Witness my hand and seal this 18th. day of August 1822

Witness
Jas B Johnson
Samuel J. Matt.

Elijah Johnson (Seal)

~~[illegible]~~

~~[illegible]~~

Feby 10th 1852

The boddy not taken

W W Farner Shff

of M City

Ohio

Amount Due Plff

Elijah Schneider

vs

Geo

Thos Geo

Shff fee — 1.55

Mshff fee — 2.49

Clerk fee

4.34

Money Deposited with clerk to pay Shffs

transportation fee J B Strong Clk

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF Madison *COUNTY—GREETING:*

WE COMMAND YOU, To take Thomas Gray

if he be found in your bailiwick, and him safely keep, so that you have his body before the Honorable the Judges of the Court of Common Pleas of our said County, at the Court House in Marysville, on the first day of our next Term, to render unto Elijah Johnson

the sum of $4.54

with legal interest thereon, from the 6th

day of May A. D. 1831 which Elijah Johnson

has lately in our said Court recovered against Saia Gray for

his costs in a certain Suit in Chancery

and have then there this writ.

WITNESS, The Honorable Francis Grimke Esq

President of our said Court, at the Court House aforesaid, this 24th

day of October A. D. 1831

Attest, Silas, G. Strong CLERK.

Thos Gray
vs Sub p. In Ally
Elizabeth Johnson

Not found in Pratt, but is in Albert
Barney County.

State of Ohio Union County ss

To the Sheriff of the County of Cosh — Greeting
We command you that you summon Elijah
Johnson to be and appear before the Judges of our
Court of Common Pleas of the County of Union —
aforesaid on the 1st day of our next term to answer
unto a petition In Chancery filed against him
in our said Court by Thomas Gray and have
you then then this writ

Witness Cheney — Lewis President
of our said Court at the Court —
House this 6th day of Oct 1827

Silas G Strong

Union Com Pleas

Thomas Gray
vs } Subpoena & Ch
Elizabeth Johnson

Not found
E Stebbins Sheriff

State of Ohio
Union County ss } To the Sheriff of Montgomery County Greeting

We command you to summon Elijah Johnson if he may be found in your Bailiwick to be and appear before the Honorable the Judges of our Court of common Pleas of the County of Union at the Court House in Marysville on the first Day of our next term to answer unto a certain Bill in Chancery filed in our said Court against him by Thomas Gray Complainant and of this he shall in no wise omit under the penalty of five Hundred Dollars and have Upon then here this writ

Witness the Honorable Frederick Grimky President of our said Court at the Court house in Marysville this 23 day of April A D 1830

Silas G Strong Clerk

Chancery Case File
Case No. 1827-CH-0003

No. 27-CH-3

Union Common Pleas Court.

Agnes Snodgrass et al
Plaintiff,

AGAINST

Silas L. Strong Guar,
Defendant.

Feb 7, 1827
Decree for plaintiff.

No Record.

49

Journal 1 Page 31

Record No. A 1 Page 299

Ex. Doc. Page

Agnes Broadgrass
and Alx Robinson
Administrators of
James Broadgrass

Petition Sell land
Filed Oct 6th 1827
Silas Gibbons
Clk

The State of Ohio Union County ss

To the honorable the Court of Common Pleas of said County now sitting

The Petition of Agnes Snodgrass Administratrix, and Alexander Robinson Administrator of the estate of James Snodgrass late of said County deceased, humbly sheweth to your honors. That after deducting the widows wearing apparel one bed and bedding, the expences of the last sickness funeral charges, and costs of administration, there is not sufficient personal property to pay all the demands against said estate, The amount of personal property which has came into our hands as appears by the sale bill is $226.84½ cents. The amount of the debts due and owing by said estate, inclu. the costs of administration is $415.45¼ cents. Incidental expences supposed to be $40.00 dollars making $465.45¼ leaveing a deficiancy of $238.40½ cents your petitioners further represent, that the intestate died seazed of one hundred and sixteen acres of land, lying and being in the said County of Union being the South East part of a survey No 3687 entered in the name of John Scott. your petitioners further represent that the intestate died leaveing six children (to wit Jane Ann, over the age of eighteen years, William M, James R, Samuel, Agnes and Mary under the age of twenty one and eighteen years respectively, all of whome your Petitioners prays your honors may be made defendants to this petition, and that your honors would appoint a Guardian aditem for the aforesaid minor heirs, and that you would appoint three disinterested men of said

County to view and appraise said land according to the Statute in such case made and provided. and your petitioners humbly pray that your honors would order and direct the said Administratrix and Administrator to sell said real estate, for the purpose of discharging the debts and expences aforesaid, and your Petitioners as in duty bound will ever pray

Agnes Snodgrass & Alex. Robinson Adms

R Robinson
for Petitioners

The Answer of
John & Jane Ann
Reid — To the
Petition of
Agnes Swagerty
& Alex Coleman
Filed Oct 8th 1827
Silas G Strong
Clk

Agness Snodgrass Administratrix & Alexander Robinson
Administrator of the estate of James Snodgrass Deceased
Petition to sell real estate

In Union County Court of Common Pleas
at October Term 1827

The answer of John Reed
and Jane Ann Rede formerly Jane Ann Snodgrass
one of the defendants in this case, ~~Comes and defends~~
~~the wrong and injury~~ say that saveing to themselves
all and all manner of exceptions to the manyfold
untruths errors and imperfections in the said petition
contained, for answer say that the matters and
things in the said petition contained ~~and~~ are just
and true so far as the facts have come to their
knowledge, and that they can in no wise
gainsay the same, and pray to be dismissed
from further answering said petition

John Reed
Jane B Reed

Agnes Snodgrass
Alex Robinson
vs
Ans
Silas G Strong Guar
attorney for the
Minor Heirs of
James Snodgrass

Filed Oct 8th 1827
Silas G Strong
Atty

Agnes Snodgrass Administratrix & Alexander Robinson Administrator of the estate of James Snodgrass Deceased, Petition to sell real estate

In Union County Court of common Pleas at October term 1827

The answer of William M, James R, Samuel Agnes P, and Mary A Snodgrass minor heirs of the said James Snodgrass Deceased by their Guardian ad litem, say that saveing to themselves all and all manner of exceptions to the manyfold untruths errors and imperfections in the said petition contained, in answering by their said Guardian say, that the matters and things in the said petition contained are just and true so far as the facts have come to their knowledge or the knowledge of their said Guardian and that they can in no wise gainsay the same, and pray to be dismissed from further answering said petition

Silas G. Strong
Guardian ad litem

Alex^r Robinson, Adm

Affidavit

Filed April 7th 1830

Silas G. Strong

The State of Ohio }
Union County ss. } I Alexander Robinson make oath that

I caused the sale of the lands of the decedent to be advertised in

the Columbus Gazette for twelve successive weeks according to order

and have sold the premises to Thomas Andrews

for Three hundred dollars on one years credit on the 25

November 1828 - The whole money has been paid -

Alex^r Robinson Adm

Subscribed & sworn to

this 9 April 1830.

Sworn to in open court

Silas G. Strong

Chancery Case File

Case No. 1827-CH-0004

No. 27-CH-4

Union Common Pleas Court

William Shelpman
Plaintiff,

~~against~~

Isabouncy et al
Defendant.

OCTOBER, 1827

Journal 1 Page 36

Record No Record. Page

Ex. Doc. Page

Chancery Case File
Case No. 1827-CH-0005

Lieze of Bonfield in the ninety one acres of land in said County, known by lot No. 5733 &
left a widow, who is now living.
Your petitioner says that a sufficient
=na may issue to said Patrick Connor
to make him a respondent herein, and
that your honors on a final hearing
~~your honors~~ will authorize your petitioner
to sell so much of said land as may be
the remainder said Estate, ~~to~~
said sale to be subject the widow's dower,
or, should the court be of opinion said dow=
=er can be received to said Orphans and
your petitioner as in duty bound ~~&c.~~
James Buck Adm

Union Com. Pleas.

Jas. Buck, Adm.
of Jas. Connor,

Petition for
sale of land.

Filed Oct 6th 1827
Silas Gittings
Clk

To the Honorable the Court of Common
= Pleas of Union County.

Your Petitioner showeth to your honors
that he obtained from this Honorable Court
Letters of Administration on the personal
estate of James Conner late of said County
Deceased, on the twelfth day of November
1823, that he proceeded to his duty as the
Administrator aforesaid, and has discov=
ered that many of the demands in favor
of said Estate cannot be collected, part of
debtors to said Estate are not to be found, &
others are not solvent or able to pay.
He saith that one Patrick Conner (whom
is hereby made a defendant to this petition)
was owing, as your petitioner believes, about
two ~~hundred~~ hundred & seventeen dollars to said
~~to~~ ~~Estate~~ ~~to said~~
estate, but refused payment of any part.
Your petitioner ~~said~~ ~~supposes~~ saith said Patrick is the only
heir, and against him your petitioner
brought suit, but the Jury found in fa=
vor of said Defendant Patrick Conner.
Your petitioner showeth to your Honors
that since said finding of the Jury as above
said, he thinks, from the best information he
has on the subject, the goods & chattels, and
personal property of said Estate will not pay
the debts, but will fail to near ~~two hun=~~
hundred and seventy dollars. Your
petitioner saith, said James Conner died

James Black acc
of James Conner
4 Subpoena

Patrick Conner

Served by Read
in - May 20th
1818 George Snowgrass
Deputy Shff

Fees - Serve 35
Mileage - 60
95
George Snowgrass
D. Shff

State of Ohio
Union County ss To the Sheriff of the County of Union
Greeting We command you to summon Patrick Conner
that he be and appear before the Honorable the Judges
of our Court of Common Pleas of the County aforesaid at
the Court house in the Town of Marysville on the 1st day
of our Next term to answer unto James Buck Admin
=istrator of James Conner Complainant the matters and
things contained in a certain bill filed in our Chancery
Court against him by the said James Buck administrator
of James Conner - and this he shall in no wise fail under
the Penalty of the Law

Witness the Honorable Gustavus Swan
President of our said Court at the Court
House in the Town of Marysville this
4th day of February 1828

Silas G. Strong Clk

In pursuance of the authority in me vested by the within order I have offered the within described Land at Public sale on the sixth day of July A D 1829 after giving the notice required by the statute in such case made & provided which was remains unsold for the want of Bidders

10th Sept 1829

James Buck Adm^r of
James Conner Deceased

James Buck Adm^r
vs
Patrick Conner
Fieri facias Sept 11th 1829
Value $ [illegible]
Costs

1829

State of Ohio, Union County

Court of Common Pleas Union County

Feby 19th 1829

James Buck admr
of James Connor Deceased
vs
Patrick Connor

Petition
In Chancery to Sell Land
To Get the South Half
of a Tract of Land Belonging to Said Estate of
James Connor Deceased Being Fire Survey No 5,133
On this Cause James ~~Buck admr~~ & A Curry, Chn Long
and David Mitchell Appraisers here at Last time
appointed at Last Term to appraise Said Land and
Made Return of Said Appraisement And On Motion
the Court Order that Said Administrator Make Sale
of the Land in Said Petition Mentioned And that
he Sell the Same for One third in hand and one
third in One year and one third in Two years

In Testimony Whereof I have hereun
to Set My hand and Official Seal this
18th Day of May 1829

Silas G Strong Clerk

Appraisement
of the Real Estate
of
James Connor Dec'd
Filed Jany 1st 1830

By virtue of an order of the Court of common Pleas of Union County We the undersigned have Proceeded to view and appraise a tract of land lying in Jerome township Union County it being the South half of said tract belonging to the Estate of James Curry Deceased and appraise said land at four dollars per Acre

February the 16th 1829

James A Curry

William Long

David Mitchell Jr

State of Ohio Union County

Personaly apeared Before me James Buck a Justice of the Peace of said County James A Curry William Long and David Mitchell appraisers who being duly sworn deposeth and saith the with in appraisement is just and true Given under my hand and Seale this 16th

Feb 1829 James Buck

Justice of the peace

Inno Conn Plery

James Buck Admr

vs

Subpoena

Patrick Conner

Recd Feb. 1st 1894

S B Johnson Dpt

for David Weller Sheriff

Service by leaving a copy with Mrs Conner wife of the within Named Patrick Conner at his Dwelling

February 9th 1894

S. B. Johnson Dept

for David Weller Sheriff

Milage	130 miles	$0,65
Serve		0,12
copy	140 words	0,14
		0,91

State of Ohio
Union County ss To the Sheriff of Said County Greeting
We command you to Summon Patrick Conner to be and
appear before the Honorable the Judges of our court of common
Pleas at the court house in the Town of Marysville in Said
county on the first Day of next term to answer a petition
in chancery filed in Said court against him By James
Buck praying Among other thing that Court will author
ise him to Sell the real Estate of of Said James Conner
Dec'd And of this he Shall not fail. And have you
then there this writ

Witness the Honorable Frederick Grim
key Esq President of our Said court
at the court house in Marysville
this 5 Day of Jany 1830

Silas G. Strong Clerk

In obedience to the Commands of the within order in
pursuance of my duty as administrator of the Estate of James
Conner Deceased I did on the 20th day of November 1829
after giving Publick notice according to the provisions of the Statute
in such Case made & provided offer at Publick sale the Land
described in the within order & at such sale William Breathard
became the purchaser he being the highest & best Bidder for
same for the sum of Two Dollars & Ninety five & one half Cents
per Acre that sum being Two thirds of the appraised value
thereof & the best price that could be had for the same
said William Breathard having Complied with the Terms of said
sale as ordered by this Court by paying one third of the purchase
money in hand & giving his note with approved security
for the remaining Two thirds payable in one & two years
a survey & Plat of said Land so sold as aforesaid
is herewith returned –

James Beck
Administrator

James Beck Admr
vs
Court Order
Orphans Court.

Filed April 5th 1830
Silas Stevens
Clk

State of Ohio
Union County Court of Common Pleas Sept Ter
AD 1829

James Buck Admr of James Connor Deceased
vs
Patrick Connor

Petition for the Sale of real Estate

James Buck the Administrator in the above case came into Court and made return to the Court here that by virtue of an order made in this case at the Last term of this Court he had offered the Land, described in said Petition at public sale and that the same remained in his hands unsold for the want of Bidders It is ordered by the Court it is ordered by the Court that the said James Buck administrator as afore the said Land described in the said Petition and order at public sale after Giving the notice of said sale according to the provisions of the statute in such case made and provided and that he make return of his proceeding under this order to the next term of this Court, and that this Cause stand Continued

In Testimony Whereof I have hereunto set my hand and affixed seal this 15th Day of Sept 1829

Silas G Strong Clerk

Plat & Calculation
of ½ of James Conway
Survey 72. 2. 1

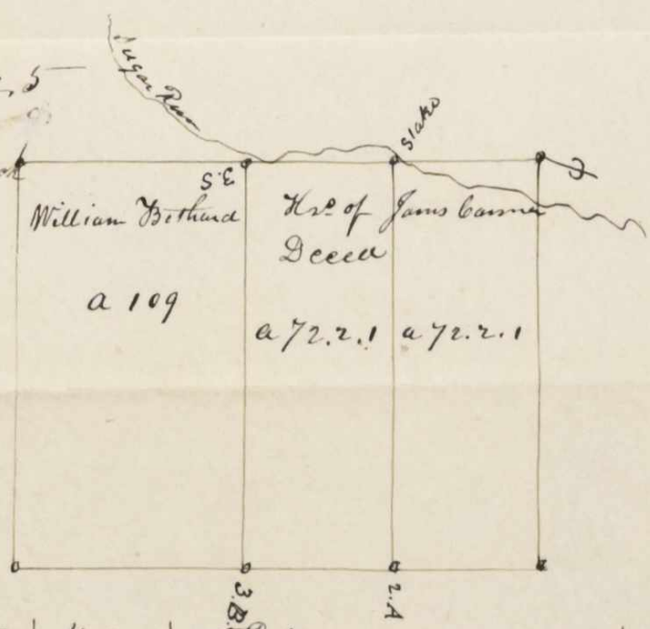
Surveyed Nov. 16th 29 For James Buck Administrator of James Conner Decd. Seventy two acres two Roods and one pole being one half of ninety one acres including a surplus of 54 acres and two poles formerly claimed by said James Conner being part of Survey No. of Entry 5133 originally located for 200 acres Beginning at three Sugar trees northwesterly corner to land formerly sold by said James Conner to William Bethard in the easterly line of Robert Means Survey No. 3743 thence with said Bethards line connecting the Course thereof N 53° 10' E 178 poles to three Beeches northeasterly corner to said Bethards land thence with the original line of said Survey N 37 W 65 poles to two ashes thence S 53° 10' W 179 poles to a stake in said easterly line of Robert Means Survey No. 3743 thence with said line S 36° 50' E 65 poles to the place of beginning

Robert Curry } Chs
Samuel Colter }
William Bethard Mkr.

Levi Phelps Surveyor
Union County

Fees for travelling surveying & Recording — $4.62.5

Recd. payment of James Buck



No.	Courses	Dist. in Chs	North	South	East	West	1st Dep	2nd Dep	N. area	S area
1	N 53.10 E	44.50	26.63 26.68	[illegible] [illegible]	35.65 35.75		0000	3575	9538100	
2	N 37 W	16.25	12.98 13.02			9.78 9.75	9.75	9.75	126.9450	
3	S 53 10 W	44.75		26.78 26.72		35.85 35.75	45.50	55.25		1476.2800
4	S 36.50 E	16.25		13.02 12.98	9.72 9.75		35.75	81.25		1054.6250
									1080.7550	2530.9050 1080.7550

Calculation by latitude & departure

Total amt. of Land 72 a. 2 R. 1. P

2)1450.1500
72) 507500
160
1, 20000

Chancery Case File

Case No. 1827-CH-0006

Chancery Case

1827-CH-0006

located with

Supreme Court Case

1830-SC-0002

Chancery Case File

Case No. 1828-CH-0001

Chancery Case

1828-CH-0001

located with

Supreme Court Case

1830-SC-0005

Chancery Case File
Case No. 1829-CH-0001

No. 29-CH-1

Union Common Pleas Court.

Hellen Massie
Plaintiff,

AGAINST

William Grymes et al
Defendant.

Sept 1831

JUDGMENT VS DEFENDANT

Journal 1 Page 123

Record No. 2 Page 122

Ex. Doc. Page

Union County Com: Pleas

Henry Chapee
vs
Bill in Eq

William Gymes
Benjamin Gymes
George Gymes
Martha Gymes
Abram B. Hove &
William T. Hove

The Clerk will file this
Bill & issue a
Subpoena thereon
as above
Creighton & Pond
Sol for pltff

Filed April 15th 1829
Silas G. Strong
Clk

No. 1

You Johnson shall then first and your order as
duty &c.
Creighton & Pond
Sol: for pltff

To the Honorable the Judges of the Court of Common Pleas of Union County in the State of Ohio.

Humbly complaining respectfully sheweth to your Honors, your orator Henry Mapsie, that on the 29th day of August eighteen hundred and three, one Benjamin Graymes by Gabriel Lewis his agent & attorney in fact, placed in the hands of your orator to be by him located, certain Virginia Military land warrants, say for four thousand acres, to be entered and surveyed in that district of country known in the State of Ohio as "The Virginia Military District." And for the service of your orator in locating said warrants the said Benjamin Graymes then and there agreed to pay all expenses attending the entries &c. in the proper office, and to assign to your orator the plats and certificates of one equal fourth part of the locations; as will appear by a written contract which your orator will produce, & if denied, prove on the trial hereof. And your orator further represents, that in virtue of this contract, he caused the said warrants to be entered and surveyed in three several tracts, of one thousand, three hundred, thirty three and one third ~~acres~~ 1333⅓ acres each, which said locations were made on lands within the now County of Union and are known and designated on the books of the office of the Principal Surveyor of the Virginia ~~Military~~ Army lands as Surveys No. 4404, 4405, & 4406 copies of which

said surveys your orator files herewith & prays the same to be taken as part of this Bill. Your orator further represents that the said Benjamin Grymes was in all things fully apprised of and approved your orator's doings in the premises aforesaid, but before he had transferred and assigned to your orator his aforesaid proportion of the said locations, the said Benjamin Grymes departed this life; and your orator is informed and believes that either under the will of the said Benjamin Grymes or by descent the said lands are now claimed ~~by~~ and owned by William F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes the children of the said Benjamin Grymes, and by Abraham B. Hoor and William F. Hoor the grand children of the said Benjamin Grymes, their parent having departed this life. All of whom resided in the State of Virginia but in what part your orator does not know. And now so it is (may it please your Honor) the said William F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, Abraham B. Hoor and William F. Hoor, all of whom your orator prays may be made defendants to this Bill, have obtained from the United States patents or grants of the said lands, and the said surveys so made by your orator as aforesaid without assigning or transferring to your orator any part or proportion thereof,

said patents being dated on or about the first of February 1813 — And thus your orator has not only lost the advantage of having his proportion of the said land, viz one equal fourth part set off to him, and which he is now desirous of having done, but is likely to be deprived of all the benefits of his said contract. All which is contrary to equity and ~~good~~ tends to the great injury of your orator. In tender consideration whereof and as your orator has no remedy except in a court of equity. To the end that the said defendants may upon their several oaths full, true, direct & perfect answer make to all and singular the matters aforesaid as fully and minutely as if the same were herein again repeated by way of interrogatory. The premises considered May it please your Honors to cause to be set off and assigned to your Orator the one equal fourth part of the said lands in all things agreeably to his contract, and the Statute in such case made and provided; and that the said defendants be decreed and ordered to convey the same to your orator in fee simple by some suitable and proper assurance of title to be named by your Honors, and within some reasonable time, or in failure to do so, that said decree may operate as such conveyance. May it please your Honors to grant the Writ of Subpoena together with all such other and further relief in the premises as the circumstances of your orator's case may require, and to

Union Com Pleas

Henry Mapes

vs

Wm H Gregma

et al

Subp in Chancery

Not found in the
County of Union
David Miller Sheriff
September 1. 1849

State of Ohio
Union County } ss

To the Sheriff of said County Greeting

We command you to summons William T Grymes
Benj = Grymes George W Grymes Martha C Grymes
Abraham B Hoover and Wm F Hoover to appear
before the Honorable the Judge of our Court of
common Pleas of the County of Union at the Court
house in the Town of Marysville on the first
Day of our next term to answer Henry Masse-
the charges and complaints set forth in a Bill
in Equity in our said chancery Court by the
said Henry Massie - and Have you then
then this writ

Witness the Honorable Gustavus -
Swan Esq - President of our said
Court Hereof this 16th day of April
1829 Silas G Strong Clerk

State of Ohio Union County
Supreme Court

Henry Mossie
vs
Levi & Leonard Jones

H. Mossie answer
to Levi Jones Cross
Bill filed Nov 1st 1829

Silas G Strong Clk
SC

The answer of Henry Mapsie to the interrogatories subjoined by Levi Jones to his answer filed to the Bill in Chancery of said Henry Mapsie in Union County Supreme Court -

The said Henry Mapsie does not know what rent in cash or any other medium the lands first located on Darby's Creek would yield -

He does not know what is or would be the value of said lands for any time passed -

He does not know who now own the said lands or what knowledge the owners of the same had of the withdrawal of any entry or location of the same -

He knows of no person or persons connected with him in his interest or management of said land further than is seen by the papers and

exhibits accompanying the original Bill in this case and so far as ~~[illegible]~~ has had any agency in the withdrawal or location of any entries or locations to which said Lebi now asserts a claim he says he was fully authorized & empowered.

H. McGill

Personally appears ~~before me~~ the undersigned justice of the Peace in & for the County aforesaid, Henry McGill who signs the above answers, and being duly sworn, says the same are true.

H. McGill

Sworn to & Subscribed this 19. Oct 1829.

Before me a Justice my hand & Seal

Thomas Cox J. P.

3

And for application to the answer of the
said Levi Jones, he the said Henry Maple
says that the same is untrue & false &
that his said Bill is in all things true &
so he will prove it, when & where &c
And again prays as in & by his said
Bill he has already prayed &c

Creighton & Pond
P. Pog

Graymes
x } Agreed
Mapie } to
~~Locate~~

Filed Nov 20th 1830

Silas G Strong
Clerk

No. 2

Articles of an agreement made this 29th Day of August 1803 between Gabriel Lewis of the State of Kentucky acting as agent for Benjamen Grymes of the one part & Henry Mapie of the State of Ohio of the other part Witnesseth, the Said Lewis as Agent for the Said Grymes, has this Day put into the hands of the Said Mapie Four thousand acres of Military Warrants (granted unto the Said Grymes by the State of Virginia in four Warrants containing one thousand acres each) the Said Mapie obliges him=self his Heirs &c to Locate & Survey the above Warrants so soon as can conveniently be done, on Such Vacant Land which is set appart for the Said Warrants, & deliver the Plats & Certificats unto the Said Lewis, in compleat order to obtain Patents on them, at which time the Said Lewis as Agent for the Said Grymes doth oblige himself his Heirs &c to convey or cause to be conveyed one Equal Forth part of the above Four thousand acres by assigning the Plat or Plats unto the Said Mapie his Heirs or assigns, also to pay all the expences attending the Same, for the true & faithful per=formance of each and every part of the above articles We the parties doth hereby bind ourselves our Heirs &c in the penal Sum of Four thousand Dollars, in Witness Whereof We have hereunto set our hands & affixed our Seals the Day & year above Written

Benjamin Grimes by his Agent Gab Lewis

Henry Mapie

Witness

Thos L Eye Ewings

Da Taylor

Copies of Benjamin
Gwynne's surveys No
4404 & No 4405
and
evidence of the patent
-tees named

No 3

Lenoir County

No. 4404 Surveyed for Benjamin Grymes 1333⅓ acres of land on a military warrant No. 5027 and part of No. 5030 on Mill creek a branch of the West fork of Scioto. Beginning at two beaches and a sugartree Southwest corner to John Holmes survey No. 4065; running thence with his line N 10° W 650 poles to an ash, sugartree and Red Oak Northwest corner to said Holmes' survey thence S 80° W 333⅓ poles to two buckeyes and a sycm. thence S 10° E 650 poles crossing mill creek at 10 poles to three ashes and an Elm; thence N 80° E 333⅓ poles to the beginning.

Alexander Reed } C.C.
David Carey }
David Hays Mkr.

Joseph Kerr D.S.
Nov. 7. 1803
Nov. 9. 1804

No. 4404 Surveyed for Benjamin Grymes 1333⅓ acres of land on a military warrant No. 5028 and part of No. 5030 on the waters of mill creek a branch of the West fork of Scioto. Beginning at three ashes and an Elm Southwest corner to said Grymes survey No. 4404 running thence with his line N 10° W 650 poles crossing mill creek at 640 poles to two buckeyes and a Sycm Northwest corner to said survey; thence S 80° W 333⅓ poles crossing mill creek at 4 poles to an elm and two hickories; thence S 10° E 650 poles to a hickory, beech and sugartree; thence N 80° E 333⅓ poles to the beginning.

Alexander Reed } C.C.
David Carey }
David Hayes Mkr.

Joseph Kerr D.S.
Nov. 7. 1803
Nov. 9. 1804

No. 4405 Surveyed for Benjamin Grymes 133⅓ acres of land on a military warrant No. 5829 and part of No. 5830 on the waters of Mill creek a branch of the West fork of the Scioto: Beginning at two beaches and a sugartree Northwest corner to John Holmes Survey No. 4064; running thence with his line N 80 E 80 poles to three beaches and a sugartree Northeast corner to said Holmes' Survey; thence N 10 W 26⅔ poles to a hickory sugartree and two beaches; thence S 80 W 80 poles croping a branch at 70 poles to a hickory sugartree and beech; thence S 10 E 26⅔ poles to the beginning.

Alexander Rees J.C.C. Joseph Kerr D.S.
David Lucey Nov. 7. 1803
David Hays Ent. Nov. 9. 1804

Union Com. Pleas

Helen Mapsic

vs Petition of Dower

Wm. H. Grymes Adm.

Filed March 5th 1830

Silas G. Strong

No. 4

To the Honorable the Judges of the Court of Common Pleas of Union County in the State of Ohio.

Humbly complaining sheweth to your Honors your orator Helen Mapsie widow & relict and also Executrix and Devisee of Henry Mapsie deceased that the said Henry Mapsie at the September Term of your Honorable Court in the year 1829 filed his certain petition or Bill in Chancery against William T. Gymer, Benjamin Gymer, George N. Gymer, Martha Gymer, Abraham D. Moore and William T. Moore, defendants, thereby among other things praying to have apartied and set off to him ~~[illegible]~~ one equal fourth part of three Barrens of 133⅓ Acres each, No. 4404 - 4405 & 4404 and more particularly described in the said original bill - and the said bill further prayed that the said defendants might be also decreed to convey to the said complainant, the said equal fourth part of the said Barrens - Concluding with the usual prayer for process of subpoena general relief &c & upon which said Bill, Court proceedings have been had but your Honors Court at the Term of September last - being satisfied that the said defendants did not reside in the State of Ohio granted the usual order for publication of notice of the pendency of said Suit, as required by Statute - which said order was in all things complied with as will appear by the affidavit of David Smith, Editor and Publisher of the Ohio Monitor filed herewith marked A.B. and prayed to be taken as part hereof - But as yet the said defendants have not appeared nor answered &c -

All which matters and things aforesaid, will fully appear on reference to the said original bill, orders & now in your Honors possession and the same are referred to accordingly.

But now so it is may it please your Honors, since the filing of the said bill and also since the publication of the said notice as aforesaid the said Henry Maple has departed this life leaving a will which has been duly proved and accorded in all things according to the statute regard, and thereby he the said Henry Maple has only appointed your orator his executor, who devises to your orator in fee simple all his lands and real estate in the State of Ohio as will appear on reference to said will, a duly certified copy of which your orator will produce as part of this bill, on the trial hereof.

Your orator therefore prays that the said original bill & proceedings may in all things stand and be revived in her name in the same plight & condition as the same were at the time of the death of the said Henry Maple; and if necessary, that an order or decree may be entered accordingly; and if no cause to the contrary appear or be shown, may it please your Honors to order the said defendants to answer all and singular the matters aforesaid within some reasonable time to be fixed by your Honors — And that your

or nothing be further and fully answered in all things as is and by the said original bill or petition is prayed &c

Leighton & Pond
Sol. for Qui:

Union Com. Pleas

Helen Mapie Ex.x &c

vs.

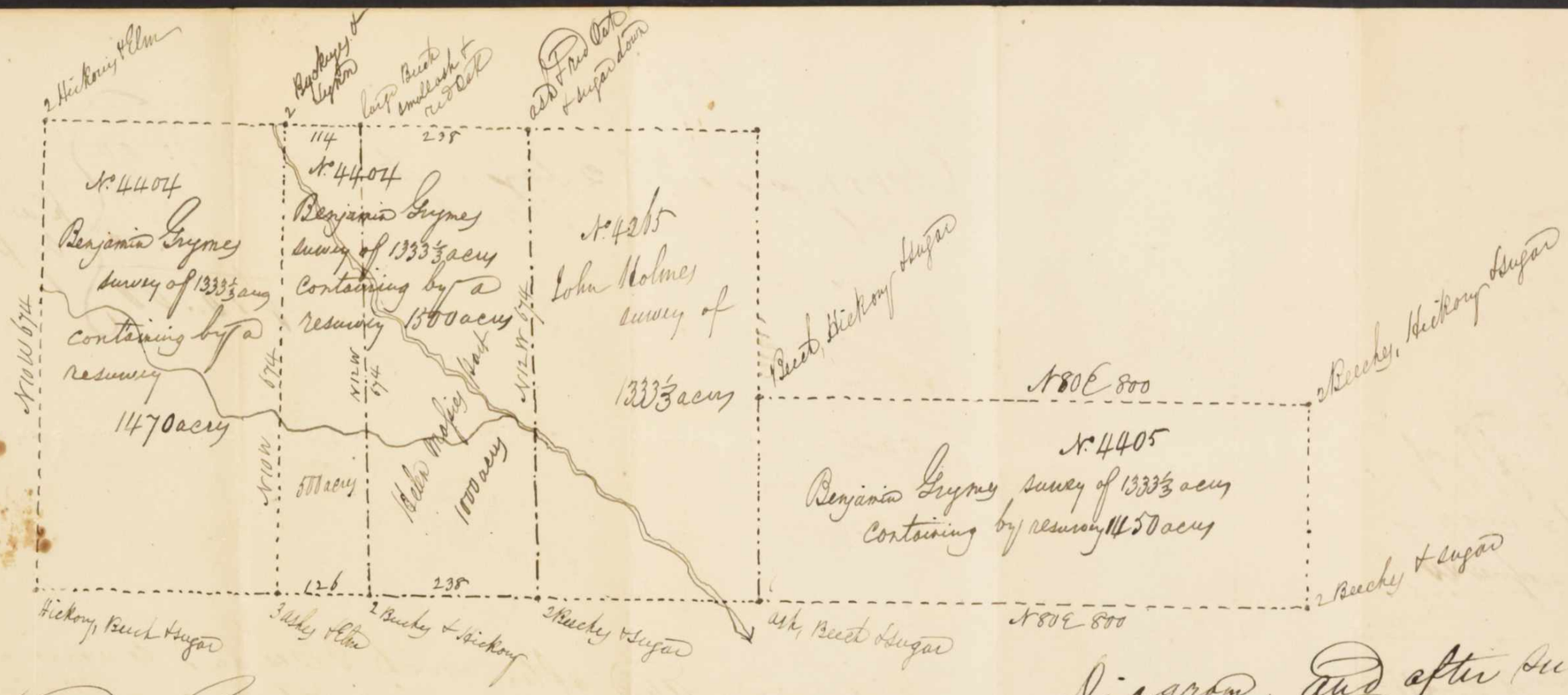
Wm. F. Gymes et al

Commissioners report & land apparted to Pltff.

Filed Sept. 8th 1851

Silas C. Strong

Clk



State of Ohio Union County Court of Commonpleas

Helen Mapie Executrix and devisee of Henry Mapie dec'd Compl.

vs

William F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, Abraham B. Hoge & William F. Hoge Defendants } In chy.

Pursuant to a writ of partition issued in the above cause, pursuant to an order of the said Court We Thomas McDonald Silas G. Strong and Stephen M. Lain the Commissioners named in said writ Freeholders and of no akin to either of the parties named in said writ and after having been duly sworn by Samuel B. Johnson deputy sheriff of said County proceeded to Examine the three surveys on Mill Creek Entered and surveyed in the name of Benjamin Grymes for 1333⅓ acres each, two of them Numbered 4404 and the other Numbered 4405, which surveys are represented on the above plat or Diagram, and after such View and Examination We do apart and set off to the said Helen Mapie Executrix and devisee as aforesaid as her part or one equal fourth part of the said three surveys taking into consideration the quality of the land That is to say One thousand acres off of the East part of the East survey № 4404 which said 1000 acres is bounded and described as follows: Beginning at two beeches and a sugar the southeast corner to said East survey № 4404 and southwest corner to John Holmes survey № 4265; thence with the south line of said survey № 4404 S 80 W 238 poles to two beeches and a hickory; thence N 12 W 674 poles crossing Trouble some run at 234 poles a road at 378 poles and Mill Creek at 464 poles to a large Beech, small ash and red oak in the North line of said survey; thence N 80 E 238 poles to an ash and red oak southeast corner to said survey and northwest corner to John Holmes said survey; thence with the lines between those surveys S 12 E 674 poles crossing Mill creek at 440 poles & the road at 454 poles to the beginning all which is respectfully submitted this 7th day of September A.D. 1831.

Thos. McDonald
Silas G. Strong
Stephen M. Lain

Fees

Commissioners 3 2 days Each —	$ 9:00	Paid by pltff.
2 Chain Carriers & Marker —	3:00	
Surveyor —	4:00	
	$16:00	

Henry Mapsie
vs
Guymer Heirs
Notice & order
of Publication

Filed April 5th 1830
Silas G. Strong Clk

No 5

WISCONSIN TERRITORY.

In a letter written by a traveller from Cincinnati, during the last summer, the question of the boundary of this contem-

New Haven, D P Evans, Cor... Oldtown, J M ...son, Morse & La... will ...ow within ...ta ... of Chicago. It seems that he made considerable of a tour in the interior of Michigan, and that whilst on the plains of Kaisin, he picked up in an out house, the log book of a sailing master in the British navy, (probably Barclay's) giving many minute details of the battle of the Nile and of the movements of Nelson's fleet anterior to the battle. His intention is to deposit it with some one of the historical societies in the Atlantic cities, and he expresses much regret that the legislature of Ohio, should not have authorised the state librarian to adopt measures for forming a state museum, by incurring the necessary expense for the preservation of donations of natural curiosities, &c.

State of Ohio
Franklin county

Personally come before me William Long a justice of the peace within, and for Franklin county state of Ohio, David Smith who being duly sworn, made solemn oath, that the advertisement hereto attached was regularly inserted in the Ohio Monitor each week for nine successive weeks, commencing about the first of October 1829, and extending into the succeeding December.

David Smith

William Long Justice Peace (Seal)

Nov 29 1829

Fee for printing $7.50
for affidavit – 25
Paid fee $7.25

The State of Ohio—Union County,

COMMON PLEAS.

Henry Massie, *Complainant,*
vs.
William F. Grymes, Benjamin Grymes, Geo. N. Grymes, Martha C. Grymes, Abraham B. Hooe, and William F. Hooe, *Respondents,* } IN CHANCERY.

THE bill states that on the 29th day of Aug. in the year 1803, Benjamin Grymes the father of the defendants, by Gabriel Lewis his agent and attorney in fact, contracted with the plaintiff to locate four thousand acres of Virginia Military Land Warrants in the Virginia Military District in the state of Ohio, for him; and agreed to let the plaintiff have one equal fourth part of the lands, to be appropriated in virtue of said warrants. The bill also states, that the plaintiff has caused the land warrants aforesaid to be located in three surveys of 1333 1-3 acres each No 4404, 4405 and 4406—also, that the defendants have caused grants or patents to be issued to them for the whole of said surveys, amounting to 4,000 acres. The bill prays the court to have aparted and set off to the said plaintiff the one equal undivided part of the said 4000 acres of land; and that the defendants may be ordered and decreed to convey the same to the plaintiff; and in case they fail to comply that the court make such decree as will operate as such conveyance;—And it appearing to the satisfaction of the court that defendants are not inhabitants of the state of Ohio, it is therefore ordered by the court, that notice of the pendency of this bill be given in the Ohio Monitor, a newspaper printed in the town of Columbus in this state, for the term of nine weeks successively, previous to the next term of this court, and that if said defendants do not appear and plead, answer or demur, to complainants said bill, on or before the first day of the next term, the same will be taken pro confesso, and the prayer thereof decreed accordingly. A copy.

Attest, SILAS G. STRONG, *Clerk.*
Sept. 26. 44 9

~~Grymes Dec~~

Henry Mapes
vs
Grymes
Order to be duly

No 6

Helen Mapie — Demandant

v — Partition

Benjamin Gregory & Heirs — Resp't

This day came the demandant by her solicitor and the Court being satisfied that the said demandant is entitled to one fourth part equal of the said lands and premises in these proceedings described and that due notice of the pendency of this suit has been given in all things as required by law and the former order of Court — And more than sixty days having elapsed since the term of the Court when the ~~service~~ of the said notice was made and publication of said notice being entered by the defendants it is therefore on motion of the said demandant by her solicitor ordered that the said petition and exhibits be and the same are now taken as confessed. And after consideration the Court are of opinion that the facts stated in the said petition are true and that the law and equity of the case are with the demandant. Wherefore it is now ordered and decreed that a writ of partition issue to the Sheriff of the County commanding him by the oath of Edg. G. Strong Stephen McLain and Thomas McDonald three judicious disinterested freeholders of the vicinity he cause to be set off & divided to the demandant her proportion of the said lands before mentioned if the same can be done without prejudice to or spoiling the whole otherwise that said engineer value said lands & are in all things be governed by the Statute in such case made and required — of which fail not — upon his return at an next term when said cause is continued.

I have done as within Commanded — summond. Thomas McDonald, Silas G. Strong & Stephen McLain & qualified & swore them agreeably to law and herewith return their report — Sep: 8th 1831

Samuel B. Johnson D.S.
for David Miller S.H.C.

Opt for Sheriff fee $1,00

Samuel B. Johnson D.S.
for David Miller S.H.C.

Hancock Com. Pleas
Hector Mapes
vs
Jesse Pope & Partners
Com. & Coopers accts
Filed Sept 8th 1831
Silas G. Strong
Clk

Fees

The State of Ohio Union County ss:

To the Sheriff of said County Greeting:

We command you that by the oath of Silas G. Strong, Thomas McDonald, and Stephen McCain three judicious freeholders of your Bailiwick, you cause to be apparted and set off to Helen Mosier Executrix and devisee of Henry Mosier dec'd one Equal fourth part of the three surveys No. 4404, 4405 & 4404 of 1333⅓ acres Each, which said lands are described in the papers filed in the Cause in this Court wherein the said Helen Mosier devisee as aforesaid is Complainant and William F. Grymes, Benjamin Grymes George N. Grymes, Martha C. Grymes Abraham P. Hoor & William F. Hoor are defendants and you and the said Free Holders will Govern yourselves in all things pursu-ant to the Statute in such case made and provi-ded and make report and return thereof together with this Writ to our said Court to the next Term commencing on the 19th of this present Month.

Witness the Honorable Frederick Grimke President of our Court of Common Pleas of said County this 5th day of September A.D. 1831 Silas G. Strong Clk

Chancery Case File

Case No. 1829-CH-0002

Chancery Case File

Case No. 1829-CH-0003

Union Common pleas

William Porter

vs } Bill

Fisher et. al.

Chancery

Bill

Filed Sept 11th 1829

Sev Km all

To the Honorable the judges of the court of Common Pleas September term in the year one thousand eight hundred and twenty nine in and for the county of Union sitting as a court of Chancery —

Your orator William Porter of the county of union and state of Ohio respectfully represents unto your honors that one Samuel Fisher of the county of Hamilton and state aforesaid being or pretending to be seized and possessed of a certain tract or parcel of land lying and being situate in the county of union aforesaid, that on or about the twenty third day of September in the year one thousand eight hundred and twenty six your orator came to an agreement with the said Samuel Fisher for the absolute purchase of said tract or parcell of land and all his title and interest thereis and which agreement was reduced into writing, and is in the words an figures following (that is to say) Articles of agreement made and entered into by and between Samuel Fisher of the first part of the county of Hamilton and state of Ohio and William Porter of the second part of the County of Union and state aforesaid witnesseth that the said Samuel Fisher of the first part for and in consideration of those stipulations to be performed by the said Wm. Porter of the second part as herein after enumerated hath bargained sold and by these presents do bargain and sell unto the said Wm. Porter his heirs and assigns a certain tract or parcell of land lying and situate and being in the county of union and state aforesaid containing thirty five and one half acres part of Survey No 4071 and bounded as follows (viz) beginning at a chinquapin tree and Buck-eye thence North 80 E 116 poles to a stake in the New-Road — Thence with said Road S 39 W 152 poles to a stake in the west line of said Survey — Thence with said said line N 10 W 98 poles to the beginning

and the said Saml Fisher of the first part do by these
presents firmly bind himself his heirs executors and administrators
that he will make or cause to be made a good warranty
unto the said Wm Porter his heirs executors and administrators for the above described tract of land so soon as the
covenants and agreements herein after enumerated are
complied with by the said William Porter his heirs executors
administrators or assigns and the said William Porter of the
second part doth by these presents firmly oblige himself
his heirs executors administrators or assigns to pay or cause to be
paid unto the said Saml Fisher of the first part his
heirs executors administrators or assigns the sum of
eighty dollars lawfull money of the united states
to be paid as follows (viz) forty by the first day of
June in the year 1827, and forty dollars in fourteen
months from this date in faith whereof the parties as
before named doe firmly bind themselves their heirs
executors ~~and~~ administrators or assigns to each
other in the penal sum of five hundred dollars for
the true and faithfull performance of all and sing-
ular the covenants ~~and~~ agreements and stipulations as
above enumerated in testimony whereof we the said
Saml Fisher of the first part and Wm Porter of the second
part and have mutually and interchangeably set our hands
and affixed our seals this 2d day of September AD 1826.
As in and by a copy of said agreement signed by the
said Fisher and your orator in presents of
hereunto annexed and which your orator
prays may be taken as a part of this his bill of complaint
And your orator further shewth unto your Honors that he has paid
to the said Fisher the sum of about fifty dollars according
to the contract, and that there now remains due on said

2d

Contract about the sum of twenty dollars which this orator is ready to pay to the said Fisher or any other person legally authorized to receive the same, and having the money here into court, and is in all things ready to perform his part of the said agreement according to the stipulations thereof.

And this orator further states to your Honors that some time in the year one thousand eight hundred and twenty eight The said Fisher departed this life having children and heirs residents of the state of Ohio (viz)

all whom your orator prays may be made defendants to this his bill of complaint. That your orator applied himself to the said Samuel Fisher during in his lifetime in a friendly manner and to the above named defendants since his decease and tendered a full performance of the contract together with the money ~~and~~ and the interest thereon, and requested him ~~the~~ said Samuel Fisher during in his lifetime ~~and~~ the defendants since his death to execute and deliver to this orator such deed of conveyance for the said tract of land according to said agreement as they were thereby bound to do which your orator well hoped they would have done

But now so it is may it please your Honors the said defendants combining and confederating to and with divers other persons whose names are unknown to your orator but who when discovered your orator prays may be here inserted with proper apt words to charge their accomplices to this his bill of complaint endeavoring to wrong and injure your orator in the premises the said Samuel Fisher during in his lifetime wholly neglected and peremptorily refused to perform said agreement

and the above named defendants since his death have utterly refused so to do pursuant to the true intent and meaning of the said agreement —

Yr tender consideration whereof and in as much as your orator is remediless in the premises by the strict rules of the common law and can only be relieved in this honorable court where trust and fraud cannot avail the party, and cannot compell a specific performance of said agreement but by the aid of this ~~honorable~~ court where matters of this nature are properly cognizable and relievable; To the end therefore that the said defendants and their confederates when discovered may if possible their corporal oath, true direct and perfect answers make to all and singular the premises and matters aforesaid, and that as fully and completely as if the same were here again repeated and interrogated; and more particularly that the said defendants set forth and discover whether the said Samuel Fisher assented in his capacity and not entered into the agreement herein before mentioned or any other and what agreement? and whether your orator hath not paid the sum of fifty dollars and tendered the residue or proportion and in all things been ready to perform his part of the said agreement? whether he did not repeatedly request the defendants to perform the agreement on their part? whether they have not peremptorily refused so to do? and why and for what reason? and that the said defendants may be compelled to make and execute to your orator a good and sufficient general warranty deed of conveyance for said tract of land above described according to the true intent and meaning of said agreement upon your orator depositing the residue of the purchase money with legal interest thereon in the hands of some proper person for the use of said defendants and that this honorable court will appoint some

proper and suitable prior to receiving of your orator the sum so remaining due to the said appellants as aforesaid and that your orator may have such other or further relief both general and special as the nature of the case may require, and that your ~~Honors~~ honors will grant your writ of subpoena directed &c

D. N. Kerr Solr for Compt

September 11th 1845

Rec'd Feb 1st 1831
Samuel B Johnson Dep
for D Willis Sheriff

Union Com Pleas
The Heirs of Jas Fox
vs
Fi fa
Wm Porter
Costs
Clerks fees — $1,99
48
Shff fees 2,48

I have made the money
Samuel B Johnson Dept
for David Witter Sheriff

milage ,20
Percentage 9
,29

State of Ohio
Union County } To the Sheriff of said County Greeting
We Command you that of the Goods and chattels
of Con Porter Late of your Bailiwick you cause to-
be Made the Sum of Five Dollars and forty ~~twenty~~
Eight cents with Interest at 6 per Centum per Annum
from the 20 day of Nov 1830 - which the Widow &-
Heirs of Samuel Fisher Late in our Court Recover
against him for their Costs by reason of his failing
to prosecute a certain Bill in chancery by him filed
against them - which of the said Con Porter is con-
-vict as appears to us of Record And that you-
have the Same before the Honorable the Judges of
our Court on the 1st Day of our next term to-
Rendir unto the said Widow & heirs of Samuel
Fisher their Costs aforesaid And have you then
there this writ -

Witness the Honorable Hendrick-
Grimes Esq President of our said
Court at the court house this 10th
Day of January 1831

Attest Silas G. Strong Clerk

Chancery Case File
Case No. 1829-CH-0004

No. 29-CH-4

Union Common Pleas Court.

Jane Heylein et al
Plaintiff,

AGAINST

Richard Gabriel,
Defendant.

MAY TERM, 1831

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Union Com. Pleas

Jane Hayslin
Sarah B Hayslin } Chancery
v
Richd Gabriel

Let an injunction and supersede as issue in this case on the plaintiffs entering into Bond with security in the sum of ~~three~~ 400 hundred Dollars.

Robert Nelson
A J Judge

To the Honorable Judges of the Court of Common Pleas of the county of Union in the State of Ohio. in Chancery sitting

Humbly complaining sheweth unto your honours your orators Isaac Heylin and Isaiah B. Heylin of Champaign county. that on or about the twenty sixth day of April in the year eighteen hundred and twenty four. One Otis Green being lawfully seized of certain lots of land in the town of Milford, known as outlot No twenty seven,- outlot No two, outlot No three and a fraction called the Spring lot. which by a certain indenture bearing date the same day, and in consideration of the sum of one hundred and twenty Dollars. he mortgaged to one Richard Gabriel to secure the payment of the said sum with interest on or before the first day of october then next ensuing, as by the record thereof. in the records of deeds, Book N. p 358- will fully appear- which records your orators pray may be taken as a part of this bill- That some time afterwards and while the said mortgage money was still due and unpaid. to wit about the twenty second day of January in the year eighteen hundred and twenty five, the said Otis Greene by deed of that date bargained and sold to your orators the aforedescribed premises, subject to the said mortgage as by the said deed hereto annexed as a part of this bill will more fully appear, whereby your orators became entitled to the equity of redemption of the said mortgaged premises and were in the legal and actual possession thereof from and after the date of the last mentioned deed. That afterwards and some time in the year eighteen hundred and twenty six, the said Richard Gabriel entered on your orators and took possession of the said mortgaged premises, and has been in the receipt of the rents and profits thereof. ever since, by means whereof a great part of the debt intended to be secured by said mortgage, with the interest. has been paid. That your orators being so entitled to the equity of redemption of the said mortgaged premises as aforesaid, have applied to the said Richard Gabriel and desired him to inform your orators, what sum or sums of money had come to

his hands on account of the rents and profits of the said mort gaged premises, in order to ascertain what after all just and reason able allowances, remained due for principal and interest on the said mortgage so as to enable your orators to redeem the same. And your orators had well hoped that the said mortgagee would have complied with your orators most reasonable request, but now so it is, he has refused so to do, and claims that he is entitles to the rents over and above the said debt and interest, and has issued a Scire facias against said Otis Greene to shew cause why the said mortgaged premises should not be taken in execution and sold to satisfy the mortgage money and interest, and has obtained Judgement thereon and is proceeding to collect the whole amount of said debt with interest, as if no part thereof had ever been paid to him by the rents and profits so by him received as aforesaid. And he caused the said premises to be seized in execution by virtue of a levari facias now in the possession of the sheriff of the county, who has advertised the same for sale in December next. All which is contrary to equity, and tending to the manifest injury of your orators. In tender consideration whereof, and forasmuch as your orators are remediless in the premises at and by the direct and strict rules of the common law and cannot have adequate relief, save in a court of equity, to the end therefore that the said Richard Gabriel may upon his oath, full, true direct and perfect answer make to all and singular the matters herein before stated as fully and particularly as if the same were herein after repeated and he thereto distinctly interrogated. and that an account may be taken of what was due for principal and interest at the time the said mortgagee entered into possession of the mort gaged premises. and that an account may also be taken of what hath become due for the rents and profits thereof, which have been possessed or received by the said defendant or by any other person for his use, or which without his wilful default and neglect might have been received for and on account

of said mortgage, and that what shall appear to be so coming on account of the rents and profits, may be set off in part satisfaction or discharge of what shall appear to be due for principal and interest on said mortgage; and that upon the complainants paying to the said defendant what shall appear to be then remaining due for principal and interest that the said defendant may be decreed to assign or convey the said mortgaged premises, to the plaintiffs in such manner as this court shall direct, and that they may also be let into the possession thereof, and that your honors will grant such other and further relief as to your Honors may seem meet. & may grant your writ of subpoena &c. and also grant your writ of injunction directed to the said Defendant commanding him to desist from further prosecuting his execution on the scire facias aforesaid until the account be taken, and that on the final hearing of the cause, and the payment by the plaintiffs of the balance which may be due, the injunction may be made perpetual, and that you will cause a writ of supersedeas directed to the Sheriff of the county commanding him desist and surcease from proceeding further in his execution, and sale of the mortgaged premises &c &c

John St James
Solr
for complainants

The State of Ohio }
Union County } John St James makes oath that the matters of this bill mostly stated within his own knowledge, and are true and others stated on information he believes to be true.

John St James

Subscribed & sworn to before me this 20 Nov 1829. Elias Robinson Clerk of the
Per Clerk

Union Com Pleas

Isaiah B Helen
v Sheriff Return
Olis Grum

In obedience to the command of this writ, I levied on the lands therein described, and caused public notice to be published in the Madriver Courant for more than 30 days prior to the day of December 1829. that on said day at the door of the court house in Manchester I would sell the same to the highest bidder, and at said time and place I offered the same to sale and publicly sold to ~~John Ha Lamas said lot No 27 for the price~~ Joseph Morse said lot No three for the price of 41 Dols – and the said lot no 2 to Nathaniel Kazar for the price of 52 Dols – and the said Springlot to John H Lamas for the price of 26 Dols and to the same John H Lamas said lot No 27 for the price of 172 Dols – said price, in each case being 2/3 of the appraised value. and the purchasers the highest bidders = And I have run the money here in court to render &c: –

David Willer Sheriff.

costs. service of writ.	0.35
advertisement.	3.25
appraising.	2.00
poundage.	4.00
	9.60

Chancery Case File

Case No. 1830-CH-0001

No. 30-CH-1

Union Common Pleas Court.

Lyne Starling admr.
Plaintiff,

AGAINST

George Sagar
Defendant.

May 1831

Judgment VS Plaintiff

Journal 1 Page 114 112

Record No. 2 Page 95-100

Ex. Doc. Page

Union Com Plea.

George Sagar Compt.

v

Lyne Starling adm of J Sullivan
Wm Sullivant
Michael Sullivant &
Joseph Sullivant Deft

Subpoena in Chancery

Served on Lyne Starling
Michael & Sulivant
Joseph Sulivant and
Wm Sullivant by handing
Each of them Copies
Sept. 1830

R. Brotherton
Sheriff

Service on Ord 30
3 do in addition 45
Mileage 38 m 1.25
4 Copies 1 00
3.25

State Of Ohio
Union County ss } To the Sheriff of Franklin County Greeting
We Command you to summon Lyne Starling Administrator of Lucius Sullivant Deceased Wm Sullivant & Michael Sullivant & Joseph Sullivant to be and appear before the Honorable the Judges of our Court of common Pleas of the County of Union at the Court House in the Town of Marysville in said County on the first Day of our Next Term to Answer unto George Sagar the Matters and things Charged in a certain Bill in Chancery filed against them in our Court by the said George Sagar and this they shall in no Wise Omit Under the penalty of one Thousand Dollars and have you then there this writ

Witness the Honorable Frederick Grimley Esq President of our said Court at the Court house in Marysville this 23rd Day of April AD 1830

Attest Silas C. Strong Clerk

Union Com. Pleas.

George Sager
vs
Lyne Starling Admr
of L. Sullivant &
William Sullivant
Joseph Sullivant &
Michael Sullivant

Issue to Franklin Co. for Defts.
P. & B. Lds

Bill in Chy.

Filed April 27th 1830
Silas G. Strong Clk

Parish & Boalt

To the Honourable the Court of Common Pleas of Union County sitting as a Court of Chancery. November Term 1830. Humbly complaining, your Orator George Sagar, a resident, of said County, represents, that on the 30th day of March 1814 he entered into an Article in writing, bearing date the day & year aforesaid executed by complainant and one Lucas Sullivant now dec.d, ~~with the~~ whereby the said Sullivant agreed with your Orator to convey to your Orator 100 acres of Land situated in Union County aforesaid and on the South side of Darby Creek to be taken off the lower end of said Sullivants Survey and to adjoin Lands before that time sold by the said Sullivant out of the same Survey to George Mitchell, to bind on Mitchells line and to extend up the Creek and up the back line for quantity and whereby it was also agreed by & between said Sullivant & your Orator that your Orator should pay to the said Sullivant five hundred Dollars as a consideration therefor; & that your Orator should pay $250 thereof in hand at the time of said Sale & purchase and the the other $250, the ballance of the $500, in six months from the Date of said Bond or Article aforesaid and also that the said Sullivant should make a General Warranty Deed to said Sagar at or before the receiving of the said last

mentioned two Hundred and fifty Dollars (which said Article the said Complainant now herewith exhibits ~~& mark~~ together with the nots. of money paid on said Article & a calculation of the interest, all which he makes part of this his Bill)

Orator further represents that the said Sullivant died in 1823 leaving William Joseph & Michael Sullivant, all of age & of Franklin County, his children, legal representatives and Heirs at Law and that Lyne Starling of said Franklin County was afterwards & before the dates of either of the payments to him as Admr. of said Sullivant on said ~~Article~~ Article and before the dates of the nots. by him ~~given~~ as Administrator aforesaid given therefor, duly appointed Administrator of the said Sullivant dec.d by the Court of common pleas of Franklin County aforesaid and Orator prays that the said William, Joseph, & Michael Sullivant and the said Lyne Starling as Admr. aforesaid be taken and made ~~Administrators hereof will~~ Defendants hereto with meet and proper words to charge them

And your Orator further represents that he

has made the following payments on said Land & on said Article & in pursuance thereof to the acceptance of the persons to whom they were made. to wit, Two Hundred and fifty Dollars at the date of said Article to said L. Sullivant One Hundred Dollars to said Lucas Sullivant on the 11th day of May 1816. Forty four Dollars to said Lucas on the 20th of July 1817. – Forty seven Dollars to said Starling as admr. opened on the 31st day of December 1824. – Sixty five Dollars to said admr. on the 15th day of February 1825. Fifty three Dollars to said admr. on the 15 day of May 1828. And your orator further represents that he tendered the sum of $18.08 to said administrator on said agreement or article on the 9th day of July 1829 as will appear by the acknowledgment of the said Starling in writing filed herewith, but he charges that said sum was so tendered under the supposition that the int. due on the principal & the balance of principal amounted thereto which Orator charges does not as will appear by said Calculation filed herewith and he brings here into

Court the said sum of $168.08 and prays the Court to apply so much thereof to the payment of the sum yet due as the consideration for said Land as the ballance shall be found to amount to. And he, Orator expressly charges that he has paid and tendered as aforesaid the full amount of the consideration money for said land as aforesaid and more, but has not no title thereto from the said L. Sullivant, the Defendants hereto or from any other person although complainant has in a meek and peaceable manner remonstrated and endeavoured to persuade them or such one of them as might be authorised so to do, to make a Deed conveying said Land to your Orator or to apply to the Judicial Tribunals for authority so do & execute the same in pursuance of the Statute in such case made and provided all which your Orator charges was

disregarded the said Administrator and Heirs in=
sisting that one half of the said Consideration
of $500 together with the interest thereon is yet due
~~the~~ on said Land; the contrary of which your
Orator charges is the truth — all which acting &
doings of said Defts. are contrary to Equity & good
conscience and for as much as your Orator cannot have
adequate remedy by the strict rules of the common
Law but only in this Court where matters of this kind
are properly cognizable; he prays this Court to take cognizance hereof
& the End thereof
that the said Defendants may be & appear before
this Honourable Court at the next term thereof & full true
& perfect answers make to all and singular the
premises as if the same were here again repeated &
they each of them thereunto severally interrogated
& that they may make full discovery in relation
thereto & in all things perform the Decree of this

Honourable Court, he prays, that proper process may issue against said Defendants commanding them to appear as aforesaid under such pains & penalty as this Honourable Court may think meet & proper & that upon the final hearing hereof your Honours will award order and decree that the said Kim and Administrator release to your Orator all their interest in said Lands & tenements upon receiving such part of the sum so tendered as the Court may find to be their due and also pay the costs of this Bill and your Orator as in duty Bound will ever pray &c George Sager By Parsons & Boalt His Solicitors —

Union County Court C. P.

Lyon Starling Adm
ats
Jacob Sager

Filed Feby 2nd 1837

Silas G Strong Clk
Recorded

Copy $1.00

Adm'n Bond.

The separate answer of Lyon Sterling administrator of Lucas Sullivant to the bill of complaint exhibited against him and others by George Sage complainant.

This defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit of exception to the manifold uncertainties insufficiencies and imperfections in said complainants said bill of complaint contained for answer thereunto or unto so much thereof as he is advised is material or necessary for him to make answer unto he answers and says - That he admits it to be true that Lucas Sullivant in his life time, went on the 30th day of March AD 1814 entered into a written contract with the complainant a true copy of which is here attached and prayed to be taken as part of this answer and to be referred to as such. This defendant in further answering saith that he is entirely ignorant as to any payment made upon said contract to Lucas Sullivant in his life time by the complainant other than from what said complainant has informed this defendant without the contract itself furnishes an account of the payment of two hundred and fifty dollars which this defendant in no wise admits and requires full proof of all such further payments set out in said complainants said bill as having been made to said Lucas Sullivant in his life time - And this defendant admits that the complainant on account of said contract made to him as administrator of said Sullivant the following payments and no more and for which said complainant holds or then was given him receipts to wit

Decr. 31. 1824	— — —	47
Feby. 15. 1825	— — —	65
May 15. 1829	— — —	53.50
	Total —	$165.50

This defendant has no recollection or knowledge of other payments made by the complainant to this defendant as administrator of said Sullivant on account of said land and contract and as he always gave receipts to complainant if any other were made said receipts will show for themselves the time and the amount. This defendant in further answering saith that from the time

he had authority to execute deeds as administrator he has at all times been ready and willing to make said complainant a deed for said land as specified in said contract on paying the balance due and the interest nor has he ever refused to execute such deed upon paying said balance and interest. This defendant indulged said complainant a long time upon his excuse of want of pecuniarity of sickness &c. until some time in the month of July AD 1829 when the complainant with his brother called upon the defendant and proposed to pay the balance & interest due said estate ready to be paid. This defendant having caused a survey to be made the said exhibit of which exhibit a small surplus over one hundred acres. The complainant demanded a deed for the whole. This defendant refused to give one without paying for the surplus. The defendant refused to pay for any surplus. This defendant then by the way of settling offered to make a deed including the surplus if complainant would pay for the latter half what the original price was of the land by the contract. The complainant refused this offer also. The complainant pressing very troublesome this defendant then offered and agreed to convey him one hundred acres agreeable to contract if he would pay the balance & interest and the complainant on offer refused. The brother of the complainant or the complainant himself then spoke about the money being ready and asked this defendant to prepare some writing which this defendant believes he did but what that writing contained this defendant does not now recollect and is as much as it is not set out in the complainants bill or in Publication with it he cannot admit a denial of contents but requires the production. This defendant positively says he repeatedly on the month of July AD 1829 when the complainant and his brother called upon him offered to receive the balance due and make a deed in the terms of the contract and that the complainant refused to pay the balance and interest and to take a deed for one hundred acres claiming that he was entitled to the surplus contained in the survey without paying for more than the same one hundred acres. In answer to first second & third this defendant says he has no conversation with said

complainant concerning said contract. The defendant as he saith has been is now ready to make a deed for said one hundred acres of land upon being paid the amount due on said contract with interest and for this purpose has prepared a deed ready to be delivered upon the order of this honorable court and this defendant denies all manner of fraud and unlawful combination and prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained &c.

Sworn to & subd.

Lyne Starling

The State of Ohio
Franklin County ss

Personally came Lyne Starling administrator of Lucas Sullivant and the same defendant and made solemn oath that the matters & things in the same answer set forth so far as relate to be within his own knowledge are true and so far as relate to be information derived from others he believes the same to be true.

Subscribed sworn the 1st day of February AD 1831 before me.

Thos Wood Jus Peace

Copy of the written agreement referred to in the answer

" These presents witnesses that Lucas Sullivant hath this day agreed to sell unto George Sayre one hundred acres of land in the south side of Darby creek to be taken off the lower end of

of said Sullivan's survey and to adjoin lands heretofore sold by him out of the same survey to Jacob Mitchell to have on Mitchell's line and to extend up the creek and up the back line for quantity for the consideration of four hundred dollars two hundred and fifty dollars to be paid in hand and the balance of two hundred and fifty dollars more to be paid in six months from date hereof and the said Sullivan agrees that he will make a general warranty deed to the said Lessee at or before the ninth day of the said last mentioned two hundred and fifty dollars – In witness whereof the parties hereunto set their hands & seals the 30th day of March Anno Domini 1814

Signed, Lucas Sullivan
Jacob Lessee

Geo. Lagan
vs
Lyon Stanley
Certificate
Filed May 5th 1831
Silas G. Story

Clerks Certificate
Papers Enclosed

State of Ohio } ss
Union County } I Silas G Strong Clerk of the Court of Common Pleas in and for the County aforesaid do hereby Certify that David Mitchell Esq. is a Legally acting Justice of the Peace in and for the County aforesaid and is Duly Elected Commissioned & Sworn as Such and all his Official Acts as Such are Entitled to full faith and Credit in all Courts of Justice & Else where

In Testimony Whereof I have hereunto set my hand and Official Seal this 14th Day of January 1831

Silas G Strong Clerk

Union Com pleas

George Sager
vs
Lyne Starling et al
Deposition of
Frederick Sager

Filed May 5th 1831
Silas G. Strong
Clk
C.

The Deposition of Frederick Sager taken in pursuance of the attached notice in a case now pending in Union County Ohio and in the Court of Common pleas and on the Chancery side thereof wherein George Sager is plff and William S. Sullivan and others is Deftts and now here by me sealed up and directed to said Court

Feb 1st

To Filed, S. Strong C.C.P.U.C.

State of Ohio
Union County

The Deposition of Fredrick Sager — Taken at my Office in the Township of Darby
In the County of union and State of Ohio. on this the 29th Day of January AD 1831 and
Between the Hours of 8. O Clock A.M. and 9. O Clock P.M. of said Day to be Improved in Evidence
in a Certain Suit Now pending in the Court of Comon pleas of union County Ohio and on
The Chancery Side thereof wherein George Sager is plentiff Vs William S Sullevent —
and others Defendants in the above Cause personally appeared Before me within my
Jurisdiction this the Day and year Afforesaid Fredrick Sager Being of Lawfull age —
Having Been Duly Sworn Do Depose and Sayth, that a Short time after the plff had purchased
his Land from Lucus Sullevent the Date of the Time he Cant Recollect, That he Enquired of
him how much Money the plff had paid in hand Mr. Sullevent said Two Hundred and fifty —
Dollars — and again in the year 1817 I think to the Best of my Recollection, I was in Franklinton
and Mr. Sullevent Informed me that the plff had payed in money to him and there was —
Eighteen Dollars of it that was Not paid he Sent it by the Deponent to the plff. and a —
Receipt for the money he Retained and said that if the Eighteen Dollars had Been Good
there wood Remained Nearly one Hundred Dollars at that Time, again in July 9th 1829
I went over to Settisfy Mr. Starling that the Two hundred and fifty Dollars in hand was
paid. and to pay the Ballance Demanded So that the plff might Get his Conveyance —
Mr. Starling Refused to Convey and at the Request of the plff. I Tendered Sixtyeight Dollars
and Eight Cents in Silver in order to Stop the Interest. Mr. Starling said he was Satisfyed that the
Two Hundred and fifty Dollars in hand was paid But Still Refused to Convey at that time
But agreed to Make out the Conveyance and Send it with Mr. Price his Attf to the Next Court
and as him and the plff Settled he would be agreed or Satisfyed and forever this Deponent
Saith Not — — — — — — — — — — — — — —

Fredrick Sager

The State of Ohio } Be it Known that at the time and place
union County } above Mentioned and in all Respects in pursuance
of the Notice herein Enclosed personally appeared before
Me one of the acting Justices of the peace of said County
Fredrick Sager who being by me Carefully Examined and
Cautioned and Sworn to Testify the whole Youth Subscribed the
above Deposition and Statement of facts the first Having —
Been Reduced to writing by me the Subscriber in the —
presence of the deponent and upon his Corporal Oath afforesaid
Deposeth and Saith that the foregoing Deposition and the —
Matters and things Therein Stated are true to the Best of
his Knowledge and Belief — — — —
Sworn to and Subscribed Before me at my office —
this 29th Day of January AD 1831

David Mitchell Justice of the peace

Union Com Pleas

George Sage
vs
Lewis Hartingsdal
Deposition
of Lucius Low
Filed May 5th
1821
Silas G Strong
Clerk

The Deposition of Lucius Low taken in pursuance of the Notice annexed in a Case now pending in said County ohio and in the Court of Common Pleas and on the chancery side thereof of said County wherein George Sage is Pltff and William S. Pattison and others is Deftts and now here by me sealed up and directed to said Court — Nov 16, 2

To Silas G. Strong Clerk of the Common Pleas

Paper Enclosed
Opened by consent
Silas G Strong
Clerk

The Deposition of Lucius Low Taken at my office in the Township of Darby
In the County of Union and State of Ohio, on this the 29th Day of Jany AD 1831 —
and Between the Hours of 8,0 Clock A.M. and 9,0 Clock P.M. of Said Day to be
Improved in Evidence in a Certain Suit Now pending in the Court of Common
pleas of Union County Ohio and one the Chancery Side thereof wherein
George Sager is plentiff vs William S Sullivent and others Defendants in the above
Cause, personally appeared Before me within my Jurisdiction this the Day
and Year afforesaid Lucius Low I Being of Lawfull age haveing been Duly
Sowrn Do Depose and Say — that he was at Collumbus in July 9th 1829 in Company with George Sager
and Fredrick Sager and George Sager Called on Mr. Starling for his Deed, Mr. Fredrick Sager Related to
him what he knowed Conserning the payment of the Two Hundred and Fifty Dollars payed in hand
for his Land when purchased he Mr. Starling Replyed he was Alredy satisfyed before I low that
the money was payed. and Said for him to attend at his office and he would Make him his
Deed, And we Returned to his office and he Then Refused to Convey at that time. Then Fredrick
Sager Tendered Sixtyeight Dollars and Eight Cents in Specie by orders of the plf. in order to Stop the Interest
Mr. Starling Gave from under his hand acknowledging the Tender of the money and agreed that
he would Make his Conveyance and Send it with Mr. price his attorney to the Next
Court in Union County and as price Settled it Should be Satisfyed — and forder this
Deponent Saith Not. — — — — — — — — — — — —

his
Lucius ✝ Low —
mark

The State of Ohio } ss. Be It Known that on the time and place above Mentioned
Union County } and in all Respects in pursuance of the Notice herein inclosed —
personally appeared before me one of the acting Justices of the
peace of Said County Lucius Low who being by me Carefully Examined
and Cautioned and Sowrn to Testify the whole Truth Subscribed the
above Deposition and Statement of facts, they first haveing been Reduced
to writing by me the Subscriber in the presence of Said Deponent and
upon his Corporal Oath afforesaid Deposeth and Saith that the —
foregoing Deposition and the matters and things therein Stated are
True to the Best of his Knowledge and Belief — — — —
Sowrn to and Subscribed Before me at my office this 29th —
Day of January AD 1831 — — — — — — —

David Mitchell } Justice of the peace

George Sayre
Esq. & Notice
James Stanley
vs
Helen Stanley et al
1831 J G Storey Clk

Paper Enclosed

George Sagers
vs
William S Sullivant and others

Union Com Pleas

G Swan Esqr atty for Defendants in the above Cause is hereby Notified that the Deft will proceed to take the Depositions of Sundry witnesses on the last Saturday of the present month and on the first Monday and tuesday of February next before David Mitchell Esqr a justice of the peace for Union County at his office in Darby township in Said County between the hours of 8 o Clock AM and 6 o Clock PM of Said days which Depositions will be read on the hearing of Said Cause

Thos S & Boalt
atty for Deft

January 8th 1831

Union Com Pleas

George Sager
vs Deposit
Lyons Attachment
David Chapman

Filed May 5th 1831
Silas G Strong
Clerk

The Deposition of David Chapman taken in pursuance of the Notice Inclosed in a Case Now pending in union County Ohio and in the Court of Common pleas and on the Chancery Side Thereof of Said County wherein George Sager is plff and William S. Sullivant and others is Deftts and Now here by me Sealed up and Directed To Said Court — — — — — — No. 9

To Siles. G. Strong C. C. P. U. C.

Copy Rec'd
5 Jan by post

The Deposition of David Chapman Taken at my Office in the Township of Darby In the County of Union and State of Ohio on this 29th Day of January A.D. 1831 and Between the Hours of 8, O Clock A.M. and 9, O Clock P.M. of Said Day to be — Improved in Evidence in a Certain Suit Now pending in the Court of Common pleas of Union County Ohio and on the Chancery Side thereof wherein George Sager is plf — vs William S. Sullevent and others Defendants in the above Cause - personally appeared Before me, within my Jurisdiction this the Day and year afforesaid David — Chapman I Being of Lawfull age haveing been Duly Sworn do Depose and Say That Some time before Mr. Starling Sued Mr. Sager the plf that Mr. Starling Said he Did Not Know what to Do with Mr. Sager as he Claimed a Large payment in hand that he had No Receipt for, that was paid when he purchased the Land in Question. he Said that he must sue him it being an old Contract and must be closed - and at another time being in — Company with Mr. Starling some time after he Sued Mr. Sager The Deponent Observed that Mr. Sager Could prove the payment of the Two Hundred and fifty Dollars in hand Mr. Starling Said he was Satisfyed of that and Had Given him Credit for the payment of that but there was a Small Ballance Due to him yet - and Forder this Deponent Saith Not - - - - - - - -

David Chapman

The State of Ohio } ss. Be it Known that at the time and place above mentioned
Union County } and in all respects in pursuance of the Notice herein Enclosed personally appeared before me one of the acting Justices of the peace of Said County David Chapman Who. being by me Carefully Examined and Cautioned and Sworn to Testify the whole truth Subscribed the above Deposition and Statement of facts. the first haveing Been Reduced to writing by me the Subscriber in the presence of Said Deponent and upon his Corporal Oath afforesaid Deposeth and Saith that the foregoing Deposition and the matters and things therein Stated are true to the Best of his Knowledge and Belief - - - - - - - -
Sworn to and Subscribed Before me at my office this 29th Day of January AD - 1831 - - - - - - - -

David Mitchell } Justice of the peace

Geo. Sage
vs
Lyn Starling adm.
William T. Sullivant
Michael L. Sullivant
Jonpt Sullivant

In Chancery

This day came the parties by their counsel and this cause came on to be heard upon the bill answers & pleas and testimony and the court being fully advised of the premises do order adjudge and decree that the complainant pay into the hands of the master commissioner, to wit the Clerk of this court within thirty days the sum of Seventy seven dollars fifty six cents the balance of purchase money & interest due on the contract in the bill mentioned and also the interest thereon until paid and the said defendant Starling upon depositing a deed according to law as attorney & trustee of said Francis Sullivant for the benefit and acceptance of the agreement mentioned in the bill or an indemnity therein, shall receive the sum so soon as the costs of this suit & said sum shall be paid the said complainants may receive the same and it is further ordered adjudged & decreed that the complainant pay the defendants the costs of this suit within thirty days and in default of the payment of the sums aforesaid Costs 47.50 and costs aforesaid by the time herein specified that execution issue therefor as in payments at law

Notice of appeal by complt.

J. L

Chancery Case File

Case No. 1830-CH-0002

Union Com Pleas

Silas G. Strong Adm.

v.

Mordecai Heirs of

Mr. Baily

Filed April 5th 1830

Silas G. Strong

Clerk

Recorded

Return to
Sec Lands

MAR TERM. 1830

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

The petition of Silas E. Strong administrator of the estate of William Badly deceased respectfully shewth unto your Honors That the personal property belonging to said estate is wholly insufficient to pay the debts of said estate indeed there is none at all after satisfying the mere the allowance made by the appraisers for his years maintenance. The said William Badly at the time of his death was indebted unto Lemuel W. Woodyard in the sum of Four hundred and eighty nine dollars twenty one cents by promissory note dated in this court at November Term 1821 which said Judgment has been by your orator is informed transferred to the President Directors & Co of the Bank of Chillicothe. The said William Badly died seized of the following tract of land situate in said Union County to wit part of Survey No 9028 beginning where the north line crosses mill creek thence S. 81° W to three hickories in said original line thence 296 poles from the creek - thence S. 12 p E. and from the beginning down the creek so far that a parallel line to the first mentioned line will include two hundred acres by the same land on which said Badly died. The said Badly also left a widow Sally and heirs of first age to wit, Thomas Hollaway & Ella his wife Mr. Pusey and Ellen his wife, Daniel Williams & Serena his wife, Stephen Marion Felthan his wife, Mary Cook Rosander his wife, Wm N. Badly and Sally Badly an infant all of whom your orator prays may be made defendants to this their bill or petition - your orator prays that the dower of the widow may be set off and the residue together with the reversionary interest after the estate is down

have cause my be sold to satisfy said debt and others.

Silas G Strong admr
of Wm Badley

Union Com Pleas

Silas G Strong Admr
of Wm Bradley Dec^d

v

The Heirs of Saml Bradly

Filed with return April 5th
1830 Silas G Strong
Clerk

Saml or the Sheriff of Union county
Greeting We hereby command the
5th day of June 1830
mileage — $0 18
Serv — 0 37
— 53
David Miller Sheriff
&c

State of Ohio Union County }

I Silas G Strong Clerk of the Court of common Pleas certify That On Motion it is order that Sally Badley Appear On tomorrow Morning - And Show Cause Why Administration Should not be by her taken Out On the Estate of Her band Ebn Badley and that A Copy of this - order be for the Service on the said Sally Badley

Witness My hand And Official - Seal this 5th Day of April 1830

Silas G Strong Clerk

Summoned Stephen Menear & Salethan his wife Stanley Cook & Pamelia his wife - by leaving a true copy of this writ at their places of residence - as to Thomas Holloway & Mahaley his wife not found in the County. Sept. 15th 1830.

Charles Martin Sheriff of Ross County.

Serve	80
2 copies	30
mileage	2.70
	$3.80

Circuit Court Plea

Plea Trespass Assumpsit

Atty for Plff Badley

vs

Thomas Holloway et al

State of Ohio Union County ss

To the Sheriff of the County of Ross Greeting

We Command you to Summons Thomas Holloway & Mahaley Holloway his wife Stephen Manor and Salithar his wife & Stanley Cook and Permelia his wife to be and appear before the Honorable the Judge of our Court of Common Pleas at the Court House in Marysville on the first Day of Next Term to Answer unto Silas G Strong Administrator of William Bodley Deceas the Matters & things contained in a certain petition in Chancery filed against them and have you then there this writ

Witness the Honorable Frederick Grimky President of Our said Court at the Court house in Marysville this 23d Day of August 1830

Silas G Strong Clerk

The above being a mere matter of form the Sheriff will explain (as it is to sell real Estate) It would be hard for an uninformed person to travel fifty four or Sixty miles for nothing

S. G. Strong
vs
Badley et al

5

State of Ohio, Union County, ss.

Court of Common Pleas, Nov. Term, 1830.

Silas G. Strong, Adm'r. of William Badley, deceased: vs. Sally Badly, Thomas Holloway and Mahaly, his wife; Wm. Richey and Massie, his wife; Daniel Williams and Anna, his wife; Stephen Mania and Tabitha his wife; Stanly Cooke and Permetia, his wife; Wm. N. Badley and Sally Badley, the minor heirs of said Wm Badley, deceased.	*Petition to sell land.*

THIS day, to wit, Nov. 6, 1830, came the petitioner; and it appearing to the satisfaction of the Court, that some part of the defendants are not residents of this State; on motion, it is ordered, that a notice of the pendency of this petition be published in the Ohio State Journal and Columbus Gazette, as in other cases in Chancery. Said Petition sets forth that the assets in the hands of the Administrator are insufficient to pay the debts of said deceased, and prays an order of Court to enable him to sell 200 acres of land, being part of survey No. 9028, bounded as follows, to wit: Beginning at a stake in Mill Creek, where the north line of said survey crosses the same; thence with said line S. 81 deg. E. 296 poles, to three hickories; thence S. 12 deg. E. and from the beginning down to the creek, with the meanders, for quantity: Now, therefore, said defendants are hereby notified to appear on the first day of the next term of the Court of Common Pleas of the county aforesaid, and file answer or demur to said petition, or the same will be taken pro confesso, and the prayer thereof decreed.

Attest, SILAS G. STRONG, Clerk.

Feb 2 29

The State of Ohio Franklin County ss

Personally appeared before me Thomas Wood an acting Justice of the Peace in and for said County P. H. Olmstead who being duely Sworn according to Law Deposeth and says that the advertisement hereunto annexed was Published in the Ohio State Journal and Columbus Gazette agreeable to the order of Publication and further this Deponant saith not

P. H. OLMSTEAD

Subscribed and sworn to before me this 3rd day of May AD 1831

Thos Wood Jus Peace

Printers fee $5,00

Ashcroft vs Demm

~~Justice~~

0

Land Sale

In pursuance of an Order of the Court of common Pleas of the County of Lewis at May Term 1831 I shall on the 4th Day of July next before the door of the Court House in Maysville between the Hours of Ten & twelve o'clock A.M. offer for Sale and Sell at public Vendue 200 acres of Land, being the farm formerly occupied by Wm Badley Deceased bounded as follows beginning where the creek crosses the North Line of ~~said~~ Survey No 9028 of which this Land is a part thence S81° W to three Hickories in the original Line they being 296 pole from the creek thence S12½ Degrees East one from the beginning Down the creek with the meanders thereof so far that a parallel Line to the first mention Line will Include 200 acres, said Land subject to the widdows dower but the Dower hereto for assigned & Set off

Maysville May 12th 1831

Silas G Strong adm of
Wm Badley Dec

A true Copy of Notice 5 being
Set up May 13th 1831
S G Strong

Union Com Pleas

Silas G Strong Admr bon
vs } Order of court
Widdow & Heirs of
Eben Badley

Silas G Strong admr of Wm Badley Decd

The Widdow & Heirs of Wm Badley

This Day Came the petitioner and it appearing to the satisfaction of the court that the petition filed herein has been Casually Lost from the files and that a true Copy is here Ordered that the Same Copy be substituted and be filed nunc pro tunc And it appearing here that Summons and publication have been Duly served & done, Agreeably to the Law and the Order of this Court, Ordered that Levi Phelps be appointed Guardian ad litem for the Infant Defendant Sally Badley And it is further Ordered that Stephen McLain John Dolly & Stephen McLain & Cyprian Lee be appointed to appraise the Estate in the petition mentioned and Lay off the Widdows Dower agreeably to the prayer of the petitioner and that they forthwith make Return of their Doings herein

I Silas G Strong Clerk of the Court of common Pleas Entered that the foregoing is a true copy of the Order of court this Day Entered

Witness my hand and official Seal
this 7th Day of May 1830

Silas G Strong Clk

July 4th 1831 In pursuance of the Order of the court of Common Pleas of Ann at the May term 1831 I after giving notice as required by law did on this day sell the land mentioned in the petition at public vendue before the Door of the court house in Maysville To Gustavus Swan he being the Highest & Best Bidder therefor and having bid more than two thirds, the appraised value, having bid $420 per acre

Silas G Strong Admr

Union Com Pleas

Order to sell land

by

Silas G Strong admr

Filed May 14th 1831

Silas G Strong

Clk

Union County Court of common Pleas May Term 1831

Silas G Strong admr of Wm Badley Decd

vs

The Widdow and Heirs of Wm Badly Decd

on Petition to Sell Land

The appraisers herein appointed return into court their appraisement and assignment of Dower to the widdow which is accepted and confirmed thereupon ordered by the Court that the Administrator proceed to sell the Land in the petition mentioned for 1/3 in hand 1/3 in six months and the other third in 12 months agreeably to Law —

I Certify the foregoing a true Copy of the order of court made May 7th 1831

Witness my hand and Official Seal this 13th Day of May 1831

Silas G Strong Clerk

Chancery Case File
Case No. 1830-CH-0003

No. 30-CH-3

Union Common Pleas Court.

Anthony Walke
Plaintiff,

AGAINST

John Coolige
Defendant.

Nov 1830

Judgment VS Plaintiff

No Record.

97

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Record No. Page

Ex. Doc. Page

Union Com Pleas

Anthony Walke
v
John Cooley
alias Reed.

filed 5 apl 1830
Silas G Strong
Clerk

John A James

To the Honorable Frederick Grimke and his associates of the court of Common Pleas of the county of Union in the state of Ohio.

Your orator, Anthony Nolbe of the county of Rosp. humbly complaining shews that at the September term of this court in the year eighteen hundred and twenty nine, and on the law side thereof, he recovered a judgement against one John Coolidge and one Alexander Reed, for the sum of three thousand three hundred and seventy nine Dollars and thirty four cents for his damages and the sum of for his costs. as by the record thereof in said court remaining will appear. Your orator further shews that said judgement remains in full force, unsatisfied and unreversed, and that an execution issued thereon, has been returned to this term, no goods nor chattels, lands or tenements with which to satisfy said debt. as by the return thereof in said court remaining will appear. and your orator charges the fact to be that neither of said defendants have any property liable to be sold under execution at law. Your orator shews to the court that they have an equitable title to lands lying within this county which they purchased of your orator, and for a balance due on which the above judgement was rendered which land was patented to your orator, and is particularly described in a contract between your orator and said defendants, herewith shewn to the court marked A. and made a part of this bill. Your orator prays that the said John Coolidge

and Alexander Reed may be made defendants to this Bill and that they may answer the premises, and that inasmuch as he is remediless in the premises ~~will~~ by the strict rules of the common law and can have relief in this court only, that said land may be decreed to be sold to satisfy the Judgement & interest & costs so due to your orator & for such other relief as may be meet in the premises - and that your honors will grant Subpoena &c

Robert Jones
Solor

Anthony Walker
Administrator
John Coolidge Bond
Thomas McDaniel
Samuel Reed
James H Coolidge & others

Filed May 4th 1830
Silas G. Strong Clk

Know all men by these presents that we John Coolidge Thomas McDaniel James F Coolidge Samuel Reed Thomas Jewein Luther Wood ~~James Cochran~~ James Barkhill and Martin Ballou are held and firmly bound unto Anthony Walke in the full sum of Four Hundred dollars Current Money of the United States the payment of which well and truly to mak we bind our selves our heirs Executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 7th day of April 1830

The condition of the above bond is such that whereas a Writ of Injunction has this day been Granted on the allowance of Wm Gabriel Esq one of the associate Judges to Stay the proceding at law on a certain Judgment obtained in our Court of Common Pleas in an action of Ejection in favour of the said Anthony Walke against the said John Coolidge and also to Stay proceeding in a certain Suit in Chancery the Petition of which is filed in our court of Common Pleas by Pl Anthony Walke against said John Coolidge now if upon the final hearing the said John Coolidge does well and truly abide the decree of the court and pay all cost and the ~~condition~~ condemnation Money in case the Injunction be ~~dissolved~~ dissolved then this ~~is to be~~ bond is to be null and void otherwise to be and remaine in full force and vertue

John Coolidge (Seal)
Thos. McDonald (Seal)
James F Coolidge (Seal)
Samuel Reed (Seal)
Thomas Jewein (Seal)
Luther Wood (Seal)

Martin Ballou (Seal)
James his mark Barkhill (Seal)

Test
John McDonald
Israel Hale

Served the within summons on John Coolidge
by delivering Mrs C " day of April 1830
Fees 50.
David Wetter Sheriff

Mun Com Pleas

Anthony Walke
v
John Coolidge
Alex. Rees

Chancy
Sub. for days

retd forthwith.

12.68h
12.87
1111.

State of Ohio Union County ss

To the Sheriff of Union County Greeting

We Command you to summons John Corlidge to be-
and appear forthwith before the Honorable the Judges of the
Court of common Pleas at the Court House in Marysville
To answer unto a Petition in Chancery filed against
him in our Court of common Pleas by Anthony Walke
and of this he shall in no wise omit under the Penalty of
Two thousand Dollars

Witness the Honorable Frederick Grimley Esq
President of our said court at the Court-
House in Marysville this 6th Day of April 1830

Silas G. Strong Clerk

A Talk
vs ½ Ox [illegible]
Reed & Coolidge

Appraisement

We the Undersigners free holders and residents of the County of Union, having been summoned and sworn by the Sheriff of ~~[illegible]~~ the County aforesaid, impartially to appraise the tract of land following, taken in Execution in a case wherein Anthony Walke is plantiff and John Coolidge and Alexander Reed are Defendants, that is to-say one Equal undivided half of the same tract being the Interest therein of Alexander Reed, which tract is described and bounded as follows; beginning at two Bur oaks southwesterly corner of Alexander Reeds Entry No 7407.- Thence N25° E 126 poles to a Black oak another corner of said Entry- Thence N24 E 236 poles to two Hickories from one root Thence N 85° E 24 poles to three Burroaks two of them from one root upper Back corner to Sullivant & Keys Entry No 4277 Thence S7° E. 176 poles to an ash and Elm on the bank of Darbys creek; Thence up the creek with the meanders to a Lynn Buckeye & Iron wood, Lower corner on the creek to Joseph Davidsons Entry No 3157 Thence West 40 poles to two burroaks Thence N 41° W 83 poles to a Burroak; Thence N55° W 66 poles to two bur oaks from one root and an Elm Thence ~~[illegible]~~ N43 W 220 poles to three Bur oaks from one root and an Elm Thence S53 W 18 poles to two burroaks from one root Thence S16° E 86 poles to six burroaks from one root Thence S56° W 145 poles to the line of Champaign & Union Counties- Thence S10 poles to a stake in the original south line of said Survey; Thence S75° E 288 poles to the beginning containing 1553 acres be the same more or less- Situate - Lying and being in the County of Union and a Part of - Entry No 7822 Patented to Anthony Walke- did on the this 4th day of August 1830 on a actual view and Examination of said tract of land - - - -

Estimate and appraise the value of One undivided half thereof in Money at the sum ($1397.70) One thousand three Hundred and ~~ninety~~ seven dollars & ~~fifty cents~~ Seventy ~~xxx~~ Cents

Given under our hands & seals this 4th Day of August 1830

Silas. G. Strong (Seal)

Matthew Gooding (Seal)

Warren Rose (Seal)

Andrew Fuyer (Seal)

George Reed (Seal)

I the subscriber Sheriff of Union County do ~~hereby~~ Certify that the within named appraisers are each and all Respectable disinterested freeholders residents of the County of Union — And were by me summoned and Sworn impartially to appraise the undivided half of the tract of land within discribed Levied on as the property of Alexander Reed in the case within stated

August 4th 1830

David Witter Sh U C

By Samuel B Johnson Dep.t

Rec'd February 1st 1831

Samuel B. Johnson Dep'ty
for David Witter Sheriff

No goods or chattels lands or tenaments ~~where~~ of the said
Defendant ~~the property~~ found whereon to levy

costs
Milage ,80

Samuel B. Johnson Dep'ty
for David Witter Sheriff

Venn. Com. Plea
Walker
vs
Dufo
Coolidge
Costs

Docket $5.00
Clerk fee 4.26
Sheriff 32
$9.58

Jany 1830

State of Ohio
Union County } To the Sheriff of said County Greeting

We command you that of the Goods and chattels of John Coolidge Late of your Bailiwick you cause to be Made the sum of Nine Dollars and fifty Eight cents which Anthony Wath Late in our Court of Common Pleas Recovered against him for his faiding to prosecute a certain Bill in chancery filed in said Court By said Coolidge vs. said Wath — Whereas the said John Coolidge is convicted & appears to us of Record — and how you the same before the Honorable the Judges of our Court of Common Pleas on the first Day of our next term to render unto said Wath his costs aforesaid and how you then this writ

Witness the Honorable Frederick Crosby President of our said court at the court house this 8 day of Jany 1830

Attest Silas G Strong Clerk

Union Com Pleas

A Walker } Fi fa for Costs
v
Reed & Coolidge

Docket fee	$5 00
Sheriff fee	32
Clerks fees	3 70
	9 02
Sheriffs accompts	30
	9 32

Paid

May 14. 31

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, That of the Goods and Chattels of John Coolidge & Alex Rea

late of your bailiwick, you cause to be made the sum of Nine Dollars and two Cents Which Sum Anthony Cloakie ~~late~~ late in the Union Court of Common Pleas Recovered against them for his costs

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of November A. D. 1830 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said John Coolidge & Alex Rea

late in the Union Court of Common Pleas, recovered against as aforesaid whereof they — convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Anthony Cloakie his costs aforesaid

and have you then there this writ.

WITNESS, The Honorable Frederick Grimke President of our said Court, at the Court House aforesaid, this 14th day of May A. D. 1831

ATTEST, Silas G. Strong CLERK.

Union Com Pleas

Anthony Walker
vs } Cost
John Coxedge

Docket fees — $5.00
Sheriff — — 6.22
Clerks — — 4.57
$10.19½

Included in above Sheff
accounts are $0.30

Paid

May 1831

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING

WE COMMAND YOU, That of the Goods and Chattels of John Coolidge

late of your bailiwick, you cause to be made the sum of Nine Dollars & Eighty nine cents

with legal interest thereon, to be computed at the rate of six per centum per annum from the 20th day of November A. D. 1830 until paid: and for want of Goods and Chattels, you cause the same to be made of the lands, tenements and hereditaments of the said John Coolidge —

Which Sum Anthony Clarke

late in the Union Court of Common Pleas, recovered against said John Coolidge whereof he is convict, as appears to us of record; and that you have the same before the Honorable, the Judges of the Court aforesaid, at the Court House in Marysville, on the first day of our next term, to render unto the said Clarke said sum & Being his costs herein in a certain suit in Chancery Expended.

and [illegible] you then there this writ.

WITNESS, The Honorable Francis Granger Esq President of our said Court, at the Court House aforesaid, this 14th day of May A. D. 1831

ATTEST, Silas G. Strong CLERK.

Chancery Case File

Case No. 1830-CH-0004

Chancery Case File

Case No. 1830-CH-0005

Chancery Case File
Case No. 1830-CH-0006

Unum Com Plea

John Coolidge
by
Anthony Chalkot
Alexander Rua

Subpoena in Chancery

State of Ohio Union County ss

To the Sheriff of the County of Ross Greeting

We Command you to Summon Anthony Walker and Alexander Reed to be and Appear before the Honorable the Judges of our Court of Common Pleas at the court House in Marysville on the first Day of the next term of the Court of Common Pleas of said County to Answer unto John Coolidge the Matters and things contained in a certain Bill in chancery filed in our Court of Common Pleas by the said John Coolidge against the said Anthony Walker & Alexander Reed and that they shall not Omit under the Penalty of five thousand Dollars and have you then there this writ

Witness the Honorable Francis Grimky President of our said court at the court House in Marysville this 23d Day of April 1830

Silas G Strong Clerk

Union Ley - Com. Pleas

Anthony Wall
vs
John Leonard

Answer in Chy

Filed July 19th 1830
Silas G. Strong Clk

The Answer of Anthony Walker to the bill of Complaint exhibited against him and others by John Coolidge complainant

This defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit of exception to the manifold uncertainties insufficiencies and imperfections in said bill of complaint contained for answer thereunto or unto so much thereof as this defendant is advised is material or necessary for him to make answer unto he answers and says - That he admits it to be true that on the 24th day of February AD 1821 this defendant did sell to said Coolidge and Alexander Rea Jr two thousand four hundred and thirteen acres of land situate in Union County in the State of Ohio as is described in said bill of complaint and executed to said Rea & Coolidge his title bond therefor a copy of which is hereto attached and prayed to be referred to and taken as a part of this answer. Without further knowledge or authority from this defendant than what may be inferred from the terms of said title bond the said Rea and Coolidge entered into the possession of said tract of land and commenced making sales as he is informed and believes but to what extent or for what payments whether to the one or the other this defendant does not know further than the allegations in the bill contains the statement. This defendant admits it to be true that payments were to be made as specified in said title bonds. This defendant also admits that improvements have been made upon said tract of land by said Coolidge and Rea and their tenants or those claiming under them; but declares the same to have been done without

the license authority or direction of this respondent unless the said bill be on a upon principles of law and equity was such. Of the extent & value of these improvements this defendant cannot speak with any degree of certainty. A number of temporary habitations have been erected upon said land and some clearing made; but the whole premises are in a very bad state of repair. The fences are defective and the whole in a slovenly condition. This defendant is also informed and believes that great waste and destruction of valuable timber standing and growing on said tract of land has been done & committed by said Reid and Bodley and those claiming under them upon said land. This defendant believes that the possession of said lands since the date of said bill bond have rather deteriorated them more & better upon the whole. This defendant denies absolutely that the value of the improvements are such as claimed in and by said bill. This defendant believes that the land itself with all the improvements would not bring much better amount than the estimate put upon the improvements alone by the complainants. And this defendant denies that by equity the complainant or Reid or any claiming under them or either of them can exhibit from this respondent for any compensation for improvements — but on the contrary should the land not such

for an amount sufficient to pay his payment interest and costs, the said Rhea & Cowley and those claiming under them, ought in equity and good conscience to account to this respondent for rents and profits.

This respondent in September 1829 more than three years after the last payment had become due and after said Rhea had absconded this respondent commenced suit and recovered payment for the balance due him and recovered payment for the balance due $3379.34 and execution was issued and returned not satisfied. At the same Term of the court to wit September 1829 this respondent commenced an ejectment against the tenants in possession of said land and upon application said Cowley was admitted as landlord and at April Term 1830 judgment was rendered for this defendant and a writ of possession awarded. At the last mentioned Term of this court this defendant filed his bill in chancery against said Cowley and Rhea praying amongst other things that the equity of said Cowley and Rhea in and to said lands might be sold to satisfy the payment at law for the residue of the consideration and interest &c. due for said tract of land.

This defendant denies that he has received from said Cowley and Rhea the sum charged in and by said bill

The defendant did receive from Sam'l Wallace trustee the sum of Nineteen hundred and fifty six dollars 6/100 and no more. This respondent not having the receipts at hand cannot say precisely the amounts paid by each, that is Rhea and Bodley, — This defendant is not in privity with Rhea and Bodley in their private arrangements concerning said lands as between themselves. He cannot say how far they have entrusted each other or what equities exist between them either touching the respondents claims against them or otherwise. This defendant positively denies that either Bodley and Rhea or either of them either in December last or at any other time before a sale offered to pay the whole balance due this respondent for said tract of land as ordered by said payment for this defendant has been ready and willing and desirous to obtain the amount of said payment interest and costs at all times. but this defendant admits that said Bodley in December last or about that time proposed paying in hand one thousand dollars — in July then next one other thousand dollars and the residue when Rhea's equitable right should be extinguished — provided this respondent would convey the land to Bodley only — but this respondent declined according to this proposition first because the payments were to be deferred and secondly because he was under a verbal

contract to convey the lands to Hodges and Rice and Hodges does not propose to obtain an assignment of the interest of Rice to himself. Instead of the trust set out in the complainants' bill as having been released by Hodges and Rice they sufficient to discharge the residue of the money due for said land interest and costs, this defendant is apprehensive, if said Hodges and others in combination with him for that purpose persist in unduly delays and obstructing to the collection, that the whole of said land will hardly pay the debt interest and costs. This defendant respectfully denies the right of the complainant to put this defendant upon settling his satisfaction upon parts and parcels of said land and thereby delay him and lessen the security which the law and course of this court have given him. He moves that the ~~complainants~~ shall either pay him the money due him and most unjustly and improperly with held or that the land or the equity of Rice Hodges be sold agreeably to law and this respondent denies all and all manner of fraud and unlawful combination with which he stands charged in said bill and having fully answered prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained

G. Tucker Sol. for Defdt. Anthony Walke

State of Ohio
Ross County ss

Personally came before me Frederick Grimke President Judge of the 6th Circuit of the Court of Common Pleas of Ohio Anthony Walker who subscribed the above answer and made solemn oath that the matters and things therein contained so far as relative unto his own knowledge are true and so far as relative to information received from others he believes the same to be true.

Frederick Grimke

Subscribed & sworn to
this 28th day May 1830.

Mr. John Coolidge
Near Milford
Union Co.

Care of Mr
Wm Walker

Chillicothe May 28th 1830

Mr John Coolidge

Sir

Since I saw you last I have had an opportunity of consulting my counsel in the cases in which I am Plaintiff and you sely and others are Defendants. With respect to the proposition which you and Mr McDonald made of purchasing the Judgement against Reed and Coolidge I have come to the conclusion to sell it to you and your associates on the following conditions. The whole debt interest and costs to be paid in the Month of July next in Chillicothe in such money as the Bank of Chillicothe will receive. You are distinctly to understand however that I am not to be responsible or liable in any manner whatever for the ultimate collection of the money due on the Judgement, either as debt interest or costs. You and all the parties concerned, both in the suit of ejectment and in the case in equity are also to understand, that neither of those suits are to be suspended untill the whole debt interest and costs are paid. (that is to say) you will not consider this proposition as suspending

any of the proceedings now in Court in Union County wherein you or any under you is party with me, you will prepare yourself for the prosecution or defence of the suits in law and equity, as if no terms had been offered, and I shall do the same, until the matters are finally closed

Respectfully
Yours &c
Anthony Walke

P.S. I shall not hold myself bound to sell the judgement as proposed above if the conditions are not complied with on or before the last day of July next

A. Walke

thence S 75 E 288 poles to the beginning containing 1553 acres be the same more or less situate Lying and being in the county of Union and a part of Entry No 7822 patented to Anthony Walke – Did on this 4 day of August 1830 on actual view and Examination of said tract of Land estimate and appraise the value of one Undivided half thereof in money at the sum of $1397, 70 one thousand three hundred and ninety seven dollars and seventy cents

Given under our hands and seals this 4th day of August 1830

Silas G Strong Seal

Matthew Gooding Seal

Warren Rose Seal

Andrew Keyes Seal

George Reed Seal

I the subscriber Sheriff of Union County do certify that the within named appraisers are each and all respectable ~~citizen~~ ~~[illegible]~~ Disinterested freeholders residents of the county ~~And were by me summoned and sworn in~~ fairly to appraise the undivided half of the tract of Land within discribed; Levied on as the property of Florentine Reed in the case within stated

August 4th 1830

Samuel Walker S.U.C.

By Samuel B Johnson Dept.

We the undersigned freeholders and residents of the county of Union having been summoned and sworn by the Sheriff of the county aforesaid impartially to appraise the tract of Land following taken in Execution in a case wherein Anthony Walke is plaintiff and John Coolidge and Alexander Reed are defendants. That is to say one Equal undivided half of the same tract being the Interest therein of Alexander Reed. Which tract is described and bounded as follows; Beginning at two Burroaks south-westerly corner of Alexander Reeds Entry No. 7407. Thence N 25° E. 126 poles to a black oak another corner of said Entry Thence N 24 E. 236 poles to two hickorys from one root Thence N 83 W 24 poles to three Burroaks two of them from one root Upper back corner to sullivants and Keys Entry No. 4277 Thence N 7° E 176 poles to an ash and elm on the Bank of Darby Creek; thence up the creek with the meanders to a Lynn Buckey and Ironwood Lower corner on the creek to Joseph Davidsons Entry No 3157. thence West 40 poles to Two Burroaks Thence N 41 W 83 poles to a Burroak; Thence N 55 W 66. poloes to two Burroaks from one root and an Elm; Thence N 43 W 220 poles to three Burroaks from one root and an Elm Thence S 53 W 13 poles to two Burroaks from one root thence S 16° E 86 poles to six Burroaks from one root Thence S 56° W 145 poles to the line of Champaign and Union Counties thence S 510 poles to a stake in the original south line of said survey thence

Rece Feb 1st 1831

No goods or chattels lands or of the said John Coolidge Samuel B Johnson Deft for David Witter Sheriff

Tenaments ~~to~~ ~~Property~~ found whereon to levy

Costs Samuel B Johnson Deft

mileage 30 for D. Witter Sheriff

No goods or chattels lands or tenaments of the said Alexander Reed found whereon

to levy Samuel B Johnson Deft

for David Witter Sheriff

Union Com Pleas

A Coalter

vs

Alex Reed & Coolidge

Costs

Dock $5.00

Clerk 3.38

Sheriff 32

$8.71

Aug 1831

State of Ohio
Union County } To the Sheriff of said County Greeting

We command you that of the Goods and Chattels of John Coolidge and Alex Reed you cause to be made the sum Eight Dollars and Seventy One Cents which Anthony Clark last in our Chancery Court Recovered against him for his costs in and about a certain suit then in prosecution wherein the said John Coolidge & Alex Reed are contrary as appears to us of Record and that you have the same before the Honorable the Judge of our Court of common Pleas at the Court house in Marysville on the 1st Day of our next term to render unto Anthony Clark his costs aforesaid and have you then there this Writ —

Witness the Honorable Frederick Grimke Esq President of our said court at the court house this 8th Day of Jany AD 1831

Test Silas G. Strong Clerk

Chancery Case File

Case No. 1830-CH-0007

No. 30-CH-7

Union Common Pleas Court.

Adam Shover
Plaintiff,

AGAINST

Henry Shovers Heirs
Defendant.

May Term 1831

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Record No. 2 Page 95

Ex. Doc. 1 Page 33

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

No. 30-CH-7

Union Common Pleas Court.

Adam Shover
Plaintiff,

AGAINST

Susanna Shover et al
Defendant.

May 1831
Judg vs Plaintiff

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Record No. 2 Page 95

Ex. Doc. 1 Page 33

Union Com^n Pleas

Adam Shover
vs
Sub^n in Chan^y

The Heirs of
Henry Shover

Subpoena in Chancery
Returnable to
Novr Sess^n
1830

Jonathan Rosanna Shover
Samuel Kurtz, Samuel Wilson
Constant Sagers, Sarah Sagers
Rosina Kurtz, Sophia Kurtz
John Kurtz, Sally Kurtz
Henry Kurtz — Defendants
and Catherine Wilson
Defendant

Received Service of Subpoena
this 22. 1830

Mileage — — $1. 60
Services — — — 2. 00
Found Notice $3. 50

State of Ohio Union County ss
To the Sheriff of Said County Greeting

We command you to Summon Rosanna Shoon. Daniel Kent; Samuel Mason and Catherine Mason his wife Christian Sagar and Elizabeth his wife Lemon Shoon Frederick Shoon Lemon Dearduff George Cary & Rebecca Cary his wife Rosanna Kent Josphia Kent John Kent Sally Kent & Henry Kent the Heirs of Henry Shoon Deceased To appear before the Honorable the Judges of the Court of common Pleas on the 1st day of the next term of said court to be held at the Court house in Marysville in and for the County of Union there to answer the Matter and things contained in a certain Bill in Chancery filed in said Court against them by Adam Shoon. And this they shall in no wise Omit And have you then there this Writ

Witness, the Honorable Frederick Grimkey Esq President of Our said court of common Pleas the 21st Day of Sept A D 1830

Silas G Strong Clerk

Union Common Pleas

Adam Shaver
vs } Bill in Equity
} to Quiet title &c
The Ex'rs & Heirs of Henry
Shaver Dec'd

Filed Nov 6th 1830
Silas G Strong
Clk

Marvin K Lawrence Solr

To the honorable the Judges of the Court of Common Pleas within & for the County of Union when in Chancery Sitting

Humbly Complaining sheweth unto your Honors your Orator Adam Shaver of the County of Union aforesaid that he is one of the Heirs & Legal Representatives of one Henry Shaver late of said County of Union was deceased. And your Orator further represents unto your Honors that on the Twenty third day of September in the Year of our Lord Eighteen hundred & Twenty six the said ~~Deceased~~ Henry Shaver made & executed a Certain instrument of Writing purporting to be his last Will & Testament which has since been proven by the ~~Executors~~ therein named & admitted to Record in this Honorable Court & which your Orators prays may be taken & considered as a part of this his bill of Complaint. And your Orator further represents unto your honors that in the last sickness of the said Henry Shaver & but a very short time before his Death he made a material alteration in the disposition of his property from that contained in the said Instrument of Writing purporting to be his last Will & Testament above mentioned but by the negligence or perhaps the ignorance of those who attended the said Henry Shaver in his last sickness no note or memorandum in writing was made by them of the alteration made by the said Henry Shaver in the disposition of his property by the supervening Will so made by him in his last sickness as aforesaid within the time limited by the Statute in such case made & provided in consequence of which said neglect the property owned & left by the said Henry Shaver at the time of his death cannot be devised & disposed of according to the wish & order of the said Henry Shaver as made & expressed by him in his last sickness as aforesaid without the aid & interposition of this Honorable Court — And your Orator further represents unto your honors that the said Henry Shaver died leaving Rosanna Shaver his Widow Catharine Elleron late Catharine Shaver who has intermarried with Samuel Elleron late Lettie Sager late Elizabeth Shaver who has intermarried with Christian Sager Lemuel Shaver who resides somewhere in the Michigan Territory Frederick Shaver Lemuel Deardoff son of ~~Henry~~ Sophia Deardoff late Sophia Shaver Deceased Barbara Bory late Barbara Shaver who has intermarried with George Bory Roxana Kent Sophia Kent John Kent Sally Kent & Henry Kent

Heirs & Legal Representatives of Dilly Kent late Dilly Shaver now deceased
& your Orator his Children & Heirs & Legal Representatives — And your
Orator further represents unto your Honors that by the said Instrument
purporting to be the last Will & Testament of the said Henry Shaver
Deceased as above mentioned the said Naomah Shaver Wife of said
Henry Shaver & one Daniel Kent were named as Executors who have
since the Death of the said Henry Shaver proven the Execution of
said Instrument of Writing purporting to be the last Will & Testament
of the said Henry Shaver as aforesaid & taken upon themselves the
discharge of the duties of the Executors therein named Wherefore
& inasmuch as the said Instrument of Writing so proven by said
Executors as aforesaid is not the true last Will & Testament of the said
Henry Shaver Deceased your Orator prays that the said Naomi Shaver
& Daniel Kent the Executors therein named together with Samuel Overson
& Catherine his Wife Christian Sager & Elizabeth his Wife Simon Shaver
Frederick Shaver Simon Dierdorff George Corey & Barbara his Wife
& Naomah Kent Sophia Kent John Kent Polly Kent & Henry Kent —
Minor Heirs of Dilly Kent deceased may be made defendants to
this Bill & that your Honors would order an issue to be made up
& a jury impannelled to determine whether the Instrument of writing
above mentioned is the true last Will & Testament of the said Henry
Shaver Deceased or not according to the provisions of the Statute
in such case made & provided & that your Honors would
afford unto your Orator such other & further relief in the
premises as shall be agreeable to Equity & good Conscience
& as to your Honors shall seem meet & your Orator as in
duty bound will ever pray &c

C Mason Rhannie
Solr for Compt —

May it please your Honors to afford unto your Orator your
Process of Subpoena &c

Union Com Pleas

Shoundee
vs
Shoun

Filed May 5th 1831

Silas G Strong Clerk

Francis Thorn

vs

Saml Kerr, Stephen, Jos, Rosanna, Sally, Henry Kerr who appear by guardian

ad litem Thorn

The said defendants are confessing all or any the matters and things in the complainants said bill of complaint contained to be true in such manner and form as they are therein and thereby set forth say that they are advised by counsel that there is no matter or thing in the said bill contained sufficient in law to call this defendant to answer in this honorable court but that there is good cause of demurrer thereto and that the defendant doth demur thereto and for cause of demurrer this defendants say that the complainants said bill in case the allegations therein contained were true which these defendants do not admit contains no matter of equity whereon this court can ground a decree or give the complainant any relief or assistance as against these defendants wherefore and for divers other errors and imperfections in the said bill appearing these defendants demur thereto at law and humbly demand the judgment of this honorable court whether they shall be compelled to give further or other answer to the said bill and pray to be hence dismissed with their costs &c

G. Shaw atty. for defts.

...ckhar
...nt 200 $

Shower
v.
Shower

Union Sup Ct
a judgment of Docket
fees: —

Rec'd of J. G. Avery clerk
Ten Dollars ninety five
cents in full of the within
fees with int to Feb 1831
John L Evans
May 6. 1831

Adam Shover for use of
Geo Medshar
v
Henry Shover.

Suit in Sup Court of Union Co. Ohio

For the sum of Ten Dollars recd of John St James. I do hereby assign to him in trust for use of Geo Medshar my claim to the Docket fees taxed in this case against the plaintiff Adam Shover.

""""

10.00
60
30
5
10.95

Marion Bannon
atty for Deft
25 Sept 1829

served on the 7th within named James Quigg James & Cure
Henry Sagar James Beck Christian Sagar Elizabeth
Sagar Samuel Marsh Samuel Sagar Valentine
Fr Shover and Asher Robinson by reading
May 7th 1831

S B Johnson D S
for D Watts sheriff

cost since 11 $ 1,10
mileage 1,30
2,40
Summons 9 jurors 2,00
Attendance to 19 witnesses 14
12 = 26 $ 13,00
Copies 2,00
Fees 2,20

Benson Ben Jones
William Shum
vs } Judgt for Pltff
Robert and Henry
Henry Shum

Costs
Mileage to & from Summons 14
" to 19 witnesses
Summons 9 jurors
2,40
1,30
2,40
mileage
cost since 11 $ 1,10
May 7th 1831
S B Johnson for Watts sheriff
&c.
Costs
Mileage to & from Summons 14
" to 19 witnesses
Summons 9 jurors
2,40
1,30
2,40
mileage
cost since 11 $ 1,10
May 7th 1831
S B Johnson D S
for D Watts sheriff
Costs
Mileage to & from Summons 14
" to 19 witnesses
Summons 9 jurors
2,40
1,30
2,40
mileage
cost since 11 $ 1,10
May 7th 1831
S B Johnson D S
for D Watts sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon James Ewing James A. Curry Henry Sagar James Buck Christian Sagar Elizabeth Sagar the wife of C. Sagar ~~Henry Sagar~~ Samuel Mason Samuel Sagar Valentine F. Sagar John Robenson

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, ~~on the first day of our next term~~ Leesburgh to Testify and the Truth to say in behalf of ~~Rebecca~~ Rosana Shaw in a certain Suit then and there pending in which ~~Rebecca~~ Rosana Shaw is plaintiff and ~~Daniel Shaw~~ ~~and Heirs of Henry Shaw deceased are defendants~~ defendants and this they shall in No wise omit

and have you then there this writ.

WITNESS, The Honorable Frederick Grimky

President of our said Court, at the Court House aforesaid, this ~~7~~ 6th

day of September A. D. 1831

ATTEST,

Silas G. Strong CLERK.

Union Com pleas

Adam Shaw

vs } Subpe for pltff

Ex ch & Hens of

Henry Shaw

Received on the within writ Nathaniel Rosanna Shaw
By reading the under signed and Nathaniel
Mch 27th day of April 1891

Nathaniel Dickinson Deputy
per Daniel Hitter Sheriff U. C.

Travelling fee 11 mile. 4 terms $0.45
Serv - - 1.00
$1.45

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY—GREETING:

WE COMMAND YOU, To summon Roxanna Shaw

to appear before the Honorable, the Judges of the Court of Common Pleas, of our said County, at the Court House in Marysville, On the first Day of our Next term to Testify and the truth to tell in a suit then and there pending in which Sidney Shaw is Pltff and Pr.ll and Heirs of Henry Shaw Deff.ts are to have then and there all and singular the Records and papers belonging to the Estate of Sd Henry Shaw Decd and this she shall in No wise omit under the penalty of the law and have you then there this writ.

WITNESS, The Honorable Frederick Grimley President of our said Court, at the Court House aforesaid, this 21st day of April A. D. 1831

ATTEST, Silas. G. Strong CLERK.

Shover
vs
Shover et al.

Ct of
Publication
6.

State of Ohio, Union County, ss.
Union Common Pleas, Nov. Term, 1830.

Adam Shover, complainant:
vs.
Rosanna Shover and Daniel Kent, Samuel Mason and Catharine Mason, his wife; Lemon Shover, Frederick Shover, Lemon Dearduff, Christian Sagar and Elizabeth Sagar his wife; George Cary and Barbary Cary his wife; and Rosanna Kent, Sophia Kent, John Kent, Sally Kent, and Henry Kent, minor heirs of Dilly Kent, dec. } *In Chancery.*

THIS day came the complainant and filed his bill; also came Daniel Kent, who was appointed guardian *ad litem*, for the minor heirs of Dilly Kent, deceased; also, came David Wilson, who was appointed guardian *ad litem*, for all the minor heirs: and it appearing to the satisfaction of the Court that a part of the aforesaid defendants are not residents of this State: On motion, it is ordered, that notice of the pendency of the petition be given in the Ohio State Journal and Columbus Gazette, agreeably to the statute in such case made and provided.

Now, therefore, the aforesaid defendants are hereby notified, that in complainant's said bill it is charged that a certain instrument of writing, purporting to be the last will and testament of Henry Shover, late of Union county, deceased, has been produced to the Court by said Rosanna Shover and Daniel Kent, and, that by virtue of the same and an order of Court said Rosanna Shover and Daniel Kent have taken upon themselves the execution of said will: said bill further charges that the said instrument of writing, purporting to be the last will and testament of the said Henry Shover, is not the true last will and testament of the said Henry Shover, deceased: and that if the said defendants do not appear on or before the first day of our next term, and file answer or demur to complainant's said bill of complaint, the same will be taken pro confesso as to them, and the prayer thereof decreed accordingly.

Attest, SILAS G. STRONG, Clerk.
Feb 2 29

The State of Ohio Franklin County ss

Personally appeared before me Thos Wood an acting Justice of the Peace in and for said County P. H. Olmstead who being Duely Sworn according to Law Deposeth and says that the advertisement hereunto annexed was Published in the Ohio State Journal and Columbus Gazette agreeable to the order of Publication and further this Deponant saith not

P. H. OLMSTEAD.

Subscribed and Sworn to before me this 3d day of May AD 1831

Thos Wood Jus Peace

Printers fee $6,00

Received 6th August 1831

Samuel B Johnson Deputy
for
David Witter S. U. C.

Levied from the
Effects of Adam Shaver also
by 3 Exp & Fi. Fa
Adam Shaver

Docket fee	5.00
Writing fee	4.50
Sheriff fee	4.83
Clerks fee	1.75
Facilitator fee	6.00
	$28.08

Agreeable to the within command I have levied on 414 or four hundred & ten Dozen Shock of Wheat in the field taken as the property the within Adam Shaver
August 6th 1831

Samuel B Johnson Deputy
for David Witter S. U. C.

I have Made the Money

Costs Levy	0,85
Advertising	1,25
Milage	1,90
percentage	64
	$4 04

Samuel B Johnson Deputy
David Witter S. U. C.

State of Ohio
Union County } } To the Sheriff of Union County Greeting

We command you that of the Goods & Chattels of Adam Shown Late of your Bailiwick you cause to be make the Sum of Twenty Eight Dollars and Eight cents with Legal Interest thereon to be computed from the 6th Day of May 1831 untill paid - Which Rosana Shown & others Recovered against him at the May Term of the court of common Pleas of said county - for their costs in and about a certain Suit in chancery - Whereof the said Adams Is convicted as appears to us of Record. And have you the Same before the Honorable the Judges of our said court at the court House in Marysville on the first day of our Next Term to render unto the said Rosana Shown & Others their costs aforesaid and Have you then there this writ -

Witness the Honorable Frederick Grimky Esq President of our said court at the court House this 6th Day of August 1836

Attest Silas G Strong Clerk

Chancery Case File

Case No. 1830-CH-0008

James Brock, Adm^r
of James Cannon Dec^d

vs } Petition to
Sell Land &c

Patrick Cannon

Filed Nov 22 - 1830

Solar G Spring

1830

Copied $0 41½

Collated & examined

To the Honorable the Judges of the Court of Common Pleas within & for the County of Union now sitting — Your Petitioner James Buck administrator of the Estate of John Conner Deceased who died one Patrick Conner his only heir & legal representative — represents unto your Honors that he has fully administered on all the personal property belonging to said Estate which was insufficient to pay the debts owing by said Estate — and your Petitioner further represents unto your Honors that at a former Term of this Court he obtained an order for the sale of one half of one hundred & Forty five acres of Land owned by the said James Conner at the time of his death being a part of Military Warrant No. 5133 in the Virginia Military District in the County aforesaid. And your Petitioner further represents that at said sale William Brotherd became the purchaser of said Land at Two Dollars ninety six & one fourth Cents per acre which sale amounts to the sum of Two hundred & fourteen Dollars & Seventy Cents being the best price that could be had for the same. And your Petitioner further represents that the sale of said Land together with the sale of the Personal property of said Estate amounts in the whole including some debts owing to said Estate which he has been able to collect to the sum of Three hundred & Seventy dollars & fifty four Cents — And your Petitioner further represents that debts amounting to the sum of four hundred & fifteen dollars & ~~Eighty~~ thirty Cents have been exhibited to your Petitioner as administrator of said Estate for payment which your Petitioner believes to be just which will leave an insufficiency of Property in the hands of your Petitioner to pay the debts owing by said Estate of Fifty four Dollars & Seventy six Cents — And your Petitioner further represents unto your Honors that the Estate of the said James Conner yet owns Seventy two & one half acres of Land being the remaining half of one hundred & forty acres ordered to be sold by this Court at a former Term as will appear by the Record & proceedings in said Petition which your Petitioner prays may be taken & considered as a part of this his Petition — Wherefore your Petitioner prays your Honors to enable him by an order of this Honorable Court to sell the residue of said Land or so much thereof as will enable him to pay the said sum of Fifty four Dollars & Seventy six Cents yet owing by said Estate as aforesaid according to the provisions of the Statute in such case made & provided & your Petitioner as in duty bound will ever pray &c

Moses B Carmin
Atty for Petitioner

Union Com Pleas

Banner } answer
ats } in
Buck } Chancy

filed 6 May 1831
S. S. Sluyter Clk

The answer of Patrick Conner to the Petition of James Buck admr of James Conner Dec.

This defendant saving and reserving to himself the benefit of manner of exceptions to the insufficiences untruths and defects of said petition for answer thereto says that he is the only heir of James Conner decd who departed this life about eight years ago possessed of a valuable personal and real estate the former of which came into the hands of the said Petitioner as admr on said estate. - That he does verily believe that the said administrator has wilfully made a bad use of said estate, trading and speculating in the assets and delaying the settlement of the same: suffering interest to accumulate on the debts, and embarrassing the same with costs. That some two or three years ago the said admr commenced an action at law against this defendant in the common Pleas of this county on a pretended and wholly groundless claim. which action said administrator appealed to the supreme court where said action was decided in favor of this defendant. This defendant states that the said action at law was vexatious and groundless - making a large bill of costs: which this defendant believes the said administrator should be required to pay. This defendant states that the said administrator having ever refused to settle said account, this defendant is unable to know the exact state of the account of said administrator he believes that he has collected a larger sum than stated in the Petition. that he has not truly paid

debts to the amount stated and that any pretended debts yet due are not proper charges on the estate. This defendant further states that the said administrator has heretofore obtained leave from this court to sell and has in fact sold a part of said land, entirely sufficient to pay all debts due by the estate; and that the present proceeding is unnecessary, oppressive and tends only to eat out the substance of this defendants inheritance. Therefore he prays to be hence dismissed with costs &c.

Isaac & James
Def vs

The State of Ohio
Muskingum County } ss

~~Before me Jas G.~~

This day came into open court Patrick Connor and makes oath that the matters of this answer as stated of his own knowledge are true and as stated on report he believes to be true.

Jas G Strong Clerk

6 May 1831

Chancery Case File
Case No. 1831-CH-0001

No. 31-CH-1

Union Common Pleas Court.

Robert Gordon
Plaintiff,

AGAINST

John M Brooks
Defendant.

SEP. TERM. 1831.

JUDGMENT VS DEFENDANT

Journal 1 Page 127

Record No. 2 Page 150

Ex. Doc. 1 Page 36

Brownsville
Po
Fayette County
Pennsylva

Union Com. Pleas
Robert Gordon
vs
Affidavit
John M Brooks
Filed Jany 18th 1830
Per
Silas G Strong
Clk

State of Ohio Union County p

"Be it Remembered that on this 18th Day of January 1831 Robert Gordon Came personally before me Silas G Strong Clerk of the Court of Common Pleas of the County of Union aforesaid and after being Duely Sworn Says that John M Brooks Who is justly indebted to him in the Sum of Seventy five Dollars has absconded to parts unknown to him the said Robert to his Damage & Injury in the Sum aforesaid and he therefore prays a Writ of Attachment from this Court against his Lands ~~tenements~~ & real Estate

Sworn to and Subscribed
this 18th Day of Jany 1831 R. Gordon

Silas G. Strong Clk

Union County Court. C. P.

Robert Gordon
vs.
John M. Brooks

In Chancery.

Filed Feby 14th 1830

Silas Glover
Clerk

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

Humbly complaining shewth unto your Honors your orator Robert Gordon That on the first day of September AD 1829 your orator sold to one John M. Brooks whom your orator forays made defendant to this his bill of complaint one hundred acres of land situate in said Union County being part of survey No 3694 in the Virginia Military District beginning at two hickories the southeast corner of said survey thence with the line of said survey N 83° W. 80 poles to three beeches a corner to C. Williamson's land - thence with his line N. 7° E. two hundred poles to two beeches corner to B. Gordons - thence with his line S. 83° E. eighty six poles to a hickory and an ash thence S 7° W. two hundred poles to the beginning and on the same day conveyed the same by deed now of record in said County to which reference is had for greater certainty - your orator further charges that said John Brooks paid him the consideration for said land except about seventy dollars and to get the matter settled your orator agreed and took a bond of agreement a true copy of which is attached to this bill and prayed to be taken as a part thereof and referred to for greater certainty -

your orator charges that said order of agreement was given at the same time with said deed and the amount to be paid by the said defendant Brooks in and by said order was a part of the consideration for said one hundred acres of land and the balance remaining due your orator - your orator charges that by the law of the land he has an equitable lien upon said land for the payment of the amount specified in said order of agreement, the said

and your concurrence — May it please your honors to grant subpoenas
generally to the State & the usages of your Honorable Court because
the said defendant resides without the State —

G. Smith atty for
complt

Copy

Know all men by these presents that I John M. Brooks for and
in consideration of one dollar of lawful money to me by
Robert Gordon buy a part of Survey no of Order 3694 P. M. District
do bind myself to deliver to him a good young horse a fifty dollar in
good current money of the United States payable by the first day of Oct.
1838 on a bond that if not paid by the above date to operate as a lien
on the above mentioned horses land segment to be made to Robert
Gordon in Fayette County Pa.

Witness

(Signed) John M. Brooks

defendant Henry wholly failed to deliver said horse or pay the said money at the time or since and the said amount now by wholly due and unpaid — your orator charges that by the express agreement the amount then due was a lien upon said land — The said Brooks has wholly neglected and refused either to deliver said horse or pay the said justly demanded all which acts and doings are contrary to equity and good conscience and tend greatly to the injury of your orator In tender consideration whereof and for as much as your orator has no remedy by the rules of the common law, by reason that said defendant Brooks has left this part of the country and has gone out of the State to parts unknown to your orator and has left no property of any kind whereon same said equitable lien could or can be made — To the end therefore that the said Wm. H. Brooks may upon his corporal oath true and perfect answer make to all and singular the premises and interrogatories that said defendant Brooks may be asked whether he was not justly indebted to your orator for a part consideration of said land in about the sum of seventy dollars? Whether said agreement was not taken for that amount in consequence of saving your orator the trouble of coming from Pennsylvania to this State to make conveyance? Whether said contract did not embrace a part of the consideration for said land? — And your orator prays that said land may be sold as on judgments at law and out of the proceeds that the amount due your orator may be paid together with the costs of this suit and such other and further relief as the nature of his case requires and as may be deemed consistent with equity —

I the subscribe Deputy for David Witter Sheriff of Union county Do certify that the within Named appraisers are each & all of them Respectable Disinterested free holders Residents of the county of Union & were by me summoned & sworn Impartially to appraise the tract of Land Within Described taken in Execution as the property of John M Brooks at the suit of Robert Gordon

January 17th 1838

Samuel B Johnson
Deputy for
David Witter
Sheriff U C

Robert Gordon
vs
Attachment
John M Brooks

Filed Jany 31st 1838
Atlas B Olney
Clerk

State of Ohio }
Union County } We the undersigned Freeholders & Reseiants of the county aforesaid having been summoned and sworn by Samuel B Johnson Deputy for David Witter Sheriff of said county Impartially to appraise the following tract of Land taken in Execution as the Property of John M. Brooks at the suit of Robert Gordon Which Land is Described as follows To wit Being one hundred acres of Land part of survey No 3664 Beginning at a hickory the original southeast corner of said survey thence with the line of said survey N 88° W 80 Poles to a hickory & corners to Colwell Williamson thence N 7° E along said line 200 poles to 2 hickory corners to B Denton thence with his line South 88° E 80 poles to a hickory & ash another corner to Dentons thence S 7° W 200 poles to the beginning Did on the 17th Day of January AD 1832 on actual view & Examination of said tract of land Estimate & appraise the value thereof in Money at the sum of one Dollar per acre

Given under our hands & seals this 17th Day of January AD 1832

Isaac White Seal
Richard Hoskins Seal
Samuel Martin Seal

Gordon
vs
Brooks.

Union Court of Common Pleas,
Feb'y. Term, 1831.

Robert Gordon, Complainant, } *In Chancery.*
vs.
John M. Brooks, Defendant. }

THIS day came the complainant and filed his bill, which charges that said defendant is indebted to complainant for a certain tract of land, and sets up a lien upon said land for the purchase money; and among other things, prays that said land may be taken in execution, and sold to satisfy said claim.—And it appearing to the court, now here, that said defendant resides out of the State, or in parts unknown to complainant—it is ordered, that notice of the pendency of the petition be published in the Ohio State Journal and Columbus Gazette, for nine weeks successively, prior to the next term of this court. Now, therefore, the said defendant is hereby notified to appear, and file answer or demur to complainant's said bill of complaint, on or before the first day of our next term; or the same will be taken *pro confesso*, and the prayer thereof decreed.

Attest, SILAS G. STRONG, *Clerk.*
Feb. 14, 1831. 39-9w

The State of Ohio Franklin County ss

Personally appeared before me Thomas Wood an acting Justice of the Peace in and for said County P. H. Olmstead who being duely sworn according to Law Deposeth and says that the advertisement hereunto annexed was Published in the Ohio State Journal and Columbus Gazette agreeable to the order of Publication and further this Deponant saith not

Subscribed and Sworn to before me this 3d day of May A 1831 Thos Wood Jus Peace

P. H. OLMSTED

Mr Swan will deliver this on payment of the customary fee $5.00

May 4, 1831

Olmsted & Bailhache

Robert Gordon

Instructions

Silas G Strong Esq

Sir you will favor me by taking of John M Brooks or any person else to whom he may have conveyed his Right to the land that I sold him — The Amt Due on the face of the Bond against him in my favor and all costs of the Suit and Discharge the Suit at any time should you receive that off

Maysville Jany 18th 1850

P.S. And send the Sum to me at Brownsville Co Fayette Co Pennsylvania —

R. Gordon

Robert Gordon
vs
Copy of Bill
John M Brooks

To the Honorable the Judges of the court of common Pleas of the county of Union in the State of Ohio in chancery sitting

Humbly complaining sheweth unto your Honors your Orator Robert Gordon, that on the first day of September A.D 1829 your your orator sold to One John M Brooks, whom your orator prays may be made Defendant to this his bill of complaint One hundred Acres of Land situate in said county of Union being part of Survey No 3694 in the Virginia Military District. Beginning at two Hickories the Southwest corner of said Survey thence with the line of said Survey N 83° W 80 poles to three beaches a corner to B Williamsons land thence with his line N 7° E two hundred poles to two Beaches Corner to B Dentons, thence with his line S 83 E Eighty six poles to A Hickory and an ash thence S 7° W two hundred poles to the beginning. and in the same day conveyed the same by deed now of record in said county to which reference is had for greater certainty your orator for the charges that said John Brooks paid him the consideration for said land Except about seventy dollars and to get the matter settled your orator agreed and took an article of agreement a true copy of which is attached to this bill and prayed to be taken as a part thereof and referred to for greater certainty your orator charges that said Article of Agreement was given at the same time with said deed and the amt to be paid by said Defendant Brooks in and by said article was a part of the consideration for said One hundred acres of Land and the balance remaining due your orator your orator charges

that by the law of the land he has an Equitable lien upon said land for the payment of the amt. specified in said article of agreement — The said Defendant having wholly failed to deliver said horse or pay the said money at the time or times due — And the said amt. now being wholly due & unpaid your Orator charges that by the express agreement the amt. still due was a lien upon said land. The said Brooks has wholly neglected & refused to deliver said horse or pay the said fifty dollars all which actings and doings, are contrary to Equity & good conscience — and tend greatly to the wrong & injury of your Orator in tender consideration whereof and for as much as your Orator has no remedy by the rules of the Common Law by reason that said Defendant Brooks has left this part of the Country and has gone out of the State — to parts unknown to your Orator and has left no property of any kind whatever save said Equitable interest in said one hundred acres of land to the end therefore that the said John M Brooks may upon his corporeal oath true and perfect answers make to all and singular the premises and more particularly that said Defendant Brooks Whether he was not justly — indebted to your Orator for a part consideration of said land about the sum of seventy Dollars Whether said agreement was not taken for the amount in consequence of saving your Orator the trouble of coming from Pennsylvania to this State to make collection, Whether said contract did not embrace a part of

of the consideration for said land and your Orator prays
that said land may be sold as on Judgments at Law
and out of the proceeds that the amt Due your Orator
may be paid together with the costs of this suit and
such other and further relief as the nature of his
case requires, and as may be deemed consistent
with Equity and good conscience May it please
your honors to grant publication agreeably to the Stat
ute and the usages of your honorable court be-
cause the said Defendant resides without the
State

G Swan Atty for Comp

Copy

Know all men by these presents that I John M Brooks
for and in consideration of a Deed of land this day
made to me by Robert Gordon being a part of Sur-
vey No. of Entry 3694 V M District do bind myself
to deliver to him a good young horse or fifty dol-
lars in good current money of the United States
payable by the first day of October 1830 condition
that if not paid by the above date to appear as a
lien on the above mentioned premises said pay-
ment to be made to Robert Gordon in Fayette-
County Va

Test. Eli Strong

Sign John M Brooks

Rec'd 10th Jan 1832
S B Johnson Dep
for David Witter
Sheriff, U, C.

This venditioni
Rec'd April 30
AD 1832
S B Johnson
Dep for
David Witter
S, U, C.

Union Com Pleas

Robert Gordon
vs Fi Fa & Le ri fa
John M Brooks

Debt	$52 84
Printers fees	5 00
Clerks fees	5 48
Docket fee	5 00
Sheriffs fee	48
	$68 80
Int. from Sept 19th AD 1831	
This vendi	35
	$

Agreeable to the command of the within writ I
proceeded to levy the same on the within described
Land on the 17th Day of January 1832 on Dan
Thos Day causing the same to be advertised by the sound
of three successive Tuesdays Resolving
venity to wit Isaac White Richard Rockey &
Benjamin F Martin which appraising made within
to wit that they value the same at one Dollar
fee - 35

The above Land divided into Seven lots for
Want of time

Samuel B Johnson Deputy
for David Witter S. U. C.

Feb 14 1832

for further proceedings see Page 3

State Of Ohio Union County ss

To the Sheriff of Said County Greeting

Whereas heretofore to wit on the 19th Day of September in the year of Our Lord One thousand Eight hundred and thirty, at a court of common Pleas holden in and for Said County; Robert Gordon Complainant in Chancery against One John Brooks — Obtained a decree for the Sum of fifty two Dollars and Eighty four cents the Amt Due him according to Equity together with his cost herein Said Court Expended which Said cost appears to be taxed to the Sum of $15,98 after all which the Said John M. Brooks is convict as appears of Record And By Said court Amongst other things it was — Decreed that upon the Default of the Said John John M. Brooks in the payment of the Said Sum of $52,84. & costs aforesaid within Sixty Days then Next Ensueing the Date of Said Decree — That Execution Levari Facias Issue against A certain tract of Land in Complainants Bill Mentioned — Now therefore We command You that You Levy the Said Sum of $52,84 the principal So appearing Due and the further Sum of $15,98 cost together with Legal Interest thereon from the 19th Day of September 1831 untill paid And that you cause the Said Several Sums to be Made of the Land and real Estate of the Said John M Brooks — to wit One hundred Acres Land part of Survey No 3694 Beginning at Two Hickories the original Southeast corner of Said Survey thence with the Line of Said Survey N 83° W 80 poles to three beech as a corner to Wilwilliams thence N 7° E along Said Williams Line 200 poles to 2 beech a corner to B Dentons Then thence West his Line South 83° E 80 poles to a hickory & ash Onsth Corner of Dentons thence S 7° W 200 poles to the beginning and that you Know the Money to gether with this writ before the Honorable the Judges of our Said Court at the court house in Marysville on the first Day of Our next Ter—

To render unto the Said Robert Gordon his Said Demand Together with the Costs aforesaid

Witness the Honorable Frederick Grimke Esq President of the Said court at the court house this 9th Day of January 1832

Silas G Strong Clerk

THE State of Ohio, Union County, ss.

To the Sheriff of our said county of Union Greeting:

WE command you, that you expose to sale those The Lands of John M Brooks 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 Robert Gordon the sum of $52..84 cents Debt Also the Sum of $ which late in our said court he has recovered against John M Brooks as well for Interest as for his costs by him about Said suit in that behalf expended, whereof in our said court he has recovered execution against the said John M Brooks by virtue of judgment rendered therein, and that you have the same before the judges of our said court of common pleas, at Marysville on the first day of our next term, to render unto the said Robert Gordon $52 84 Debt with Interest and costs aforesaid, and have there this writ: Witness, the honorable Frederick Grimke president of our said court, the 25th day of February Anno Domini, 1832 and 29 year of the said state.

TESTE. Silas G Strong Clerk

April 30th A D 1830 Received this Condition Exponas S. H

& afterwards to wit on the 9th day of June AD 1832 after advertising the same agreeably to Law I proceeded to offer the within Described Land for Sale at the door of the court house in Morgantown at publick vendue & outcry and sold the same to Silas B Strong for the sum of Sixty six Dollars Sixty six cents & seven Mills that sum being more than two thirds of the appraised value thereof & the highest sum that could be obtained for the same

Samuel B Johnson Deputy
for David White Sheriff
of Union County

Costs

Levy	$0,35
Summoning appraisers	1,00
Priplers fee	2 50
Advertising	1,50
advance on pr fee	12½
Milage	70
Copy of appraisement	30
percentage on Sale money $66,667	—133
	$7 80½

Money paid by purchaser on the Day of Sale

S B Johnson
Deputy for
David White
S. U. C.

S B Johnson
for David White
S. U. C.

Chancery Case File

Case No. 1831-CH-0002

No. 31-CH-2

Union Common Pleas Court.

Francis Stewart
Plaintiff,

AGAINST

John Coolege
Defendant.

May 1831

JUDGMENT VS DEFENDANT

Journal 1 Page 115 128

Record No. 2 Page 114 164

Ex. Doc. Page

Union Con. Plans

J. Stewart Jun
&
Jos Cordingham Jun } Jun Chrs

Filed Feby 14th 1831
Silas G. Strong
Clerk

To the Honorable the Judge of the Court of Common Pleas of the County of Union in the State of Ohio in Chancery Sitting—

Humbly complaining shewn unto your Honors your orators Francis Stewart Robert Brickenridge and Joel Butler that some time ago one William S. Sullivant whom your orators pray may be made a defendant to this their bill of complaint sold to one John Coolidge whom your orators also pray may be made defendant to this their bill a certain tract of land and the said Wm S. executed his title bond therefor to the said Coolidge to wit Wm Humana and surveyed ten acres part of Survey No 3163 entered in the name of Richard Stevenson and patented to Queen Sullivant bounded as follows beginning at the South west corner of one hundred acres surveyed for Jos Greenwood by James Mannon in the afore said survey thence S. 45 E. with the line run by Mannon as the eastern boundary of said survey, partly through to Ashes and Sharps, two hundred acres thence six poles to the north west corner of a lot of fifty acres sold to William Ashes by Wm Sullivant thence with Ashes line N 53 E. 160 poles to the eastern boundary of said Stephenson's survey thence with the last mentioned line N 37 W. 233 poles thence S. 53 W. 204 strikes the south east corner of said Greenwood hundred acre lot and running with his southerly line to the beginning for a more particular description of which reference is hereto made and executed by said Wm S. Sullivant Michael L. Sullivant and Sarah L. his wife Joseph Sullivant and Ellen Grant his wife bearing date September 8th 1830 to said John Coolidge now remaining with the records of Common Pleas in Chancery for said County operable to a certain record at the last term of the Supreme Court held and for said County — which said Michael L. and Joseph Sullivant your orators

also they may be made defendants to the bill free of complaint —
your orators further charge that the said John Coolidge as the consideration
for said land executed his notes of hand to the said William S Sullivant
due at different times one of which was duly assigned to your orator Stewart
one also to your orators Brother John Stewart and one other to your orator
Joel Bullock — Upon these notes suits at law were commenced by your orators
severally as assignees as aforesaid and judgments rendered in favor of your
orators thereon — The said Coolidge alleging want of title and deficiency in
said lands brought his bill in Chancery against your orators severally assignees
and carried the same by appeals to the Supreme Court where final proceedings
were had at the last term of said tribunal held at Cincinnati which several decrees
were rendered in favor of your orators. The said Coolidge was decreed to pay your
orator James Stewart four hundred and ninety four dollars 73/100, debt damages
severally at three and costs also $15. 92 costs in the Supreme Court — your orators
Stewart & Brother $310. 15 also $5. 60 the moiety of costs aforesaid and
your orator Joel Bullock $4 54-75 also $5. 60 costs and in default
of payment by a time specified executions were decreed to be issued
against the said Coolidge as upon judgments at law as which
will more fully appear by the decree of the said Supreme Court in said
causes to which reference is prayed for greater certainty — Your
orators further charge that in pursuance of said decree the said
defendants the Sullivants executed a deed as aforesaid to said Coolidge
for said lands together with the said wife, which said lands lie in said
County of Union which by said decree may be delivered to said
Coolidge upon payment of the said several sums &c as aforesaid

demand to be paid but by reason of non payment said and remains
with said master - your orator also charge that said Coolidge
having failed to comply with said order and every part thereof
your orator caused a execution personally to issue in pursuance
of said order and the Sheriff of this county returned upon said summons
execution no goods or chattels lands or tenements found whereon to levy
and your orator charge that said Coolidge has no property whereon
to execute an equal all interest in said lands as aforesaid by virtue
of said contract with said William S. Sullivant, which has fully
been confirmed and ratified by said Michael S. and Joseph Sullivant -
which said William S. Michael S. & Joseph are tenants in common
and now hold the legal title in and to said lands as heirs at law
of Lucas Sullivant deceased and by the only heirs at law of said
Lucas - the said Coolidge has been requested to perform his equity to
be done but refuses to do it and refuses to pay your orator any thing -
But now so that it may it please your honors that the said
Joh Coolidge combining and confederating with divers other persons
whose names are at present unknown to your orator how to charge
and defraud your orator pray or out in opposition that he cannot
be compelled to pay or deed said land or his equity therein and
that he will now pay or surrender his equity to said lands
all which is contrary to equity and good conscience and tends
greatly to the injury and injury of your orator - In tender consideration whereof and for as much as your orator has
no plain adequate remedy at law and can only be
relieved in this honorable court where can compel the said

of an equity and equitable interest - To the end therefore that the said John Cooley William S. Michael L. and Joseph Sallivant may make a perfect and full answer to this bill and more particularly that said Cooley may say whether he has the equity in said lands or upon what quantity is this? What demand may made him from said quantity specified in said deed?

Thus your orator prays that a sale of all the right of said Cooley in and to said lands may be made or at least that a deed shall be made to the purchasers by said William S. Michael L. and Joseph Sallivant in which said John Cooley shall join - That they may thereby be brought into court and apply to the payment of your orators demands upon and that your Honors may grant such other relief in the premises as to your Honors shall seem meet and the nature of his case require may it please your Honors &c.

[illegible]
Compt

Lower Comm Pleas

Frances Stewart alias

vs Subpoena

John Coolidge alias

Returnable forthwith

Served the within subpoena by reading Mildage $0.30

Serves — — 0.30

0.60

February 14 1831

David Witter Sheriff. V. C

State of Ohio Union County ss

To the Sheriff of the Said County of Union Greeting

We Command you to Summons John Coolidge
To appear forthwith befor the Honorable the Judges
of our Court of common Pleas of Said County to
and at the court house in Marysville to answer the
Matter and things set forth and Charged in a
certain Bill in Chancery this Day filed in our
Court Against him by Frances Stewart Rob
-ert Brotherton & Joel Bullen and the you
shall in no wise omit

Witness the Honorable Frederick
Grimke Esq President of our
Said court at the court house
this 14th Day of Feby 1831

Silas G. Strong Clk

Union Common Pleas

Wm S. Sullivant Ads
vs
Bullen Ads

Filed May 5th 1831
Silas G Strong
Clerk

J. Ans.
Jr Ch y. c

The joint and several answer of William S. Sullivant, Michael L. Sullivant and Joseph Sullivant to the bill of complainant exhibited against them by Joel Bailey and others in the Court of Common Pleas of Union County Ohio complainants.

These defendants now and at all times hereafter saving and reserving to themselves now and at all times hereafter all and all manner of benefit of exception to the many uncertainties insufficiencies and imperfections in the bill of complaint of the complainants contained for answer thereunto or unto so much thereof as these defendants are advised are material or necessary for them to make answer unto they answer and say that some years ago this defendant William S. sold the tract of land in the bill mentioned to John Coolidge and gave a promissory note to be given a title made therefor - that said Coolidge executed to said defendant William S. his several notes of hand for the consideration which was afterwards for a valuable consideration assigned to the complainants who as they defendants are informed and believe commenced actions thereon at law and recovered judgments for the sum. Afterwards said Coolidge filed a bill in chancery which he carried by appeal to the supreme court and such proceedings were had as these defendants are informed and believe that a certain sum of money was adjudged to be paid to the said complainants by a specified time and in default thereof that execution should issue for the amount and the defendant William S. was also in the same decree ordered to pay a certain amount for the deficiency in the land and a moiety of the costs all which more fully appears by the record of the supreme court and of said Union County sitting in chancery and the last term thereof to which these defendants refer for greater certainty. These defendants in further answering say that on the 18th September 1830 they together with the mother of the said Michael S. & Joseph executed a deed to said Coolidge for the lands in the bill mentioned which was by the decree aforesaid

ordered to be deposited and was deposited with the Clerk or master commissioner of the Supreme Court aforesaid to be delivered when and so soon as the said Cooley complied with the decree aforesaid but as these defendants have been informed and believe the said Cooley has not complied therewith in whole or in part and that said deed has never been delivered. And these defendants are entirely willing that said lands should be sold to satisfy the complainants the amount of their several claims arising out of the consideration for said land and the costs so that these defendants are not subject to the payment of costs & other trouble and upon said deed being returned & cancelled these defendants are entirely willing under the order and direction of this honorable court to make an other deed to the purchaser or purchasers - And these defendants also assert that the proceeds of said land should solely and exclusively be applied in the discharge of the amount of the consideration yet due & owing to the assignors of the said William S. for said land and these defendants deny all fraud and unlawful combination and having fully answered pray to be hence dismissed with their reasonable costs in their behalf most wrongfully sustained, the said defendants disclaiming all interest in the land and proceeds except that of the said William S. and he so far only as to have the proceeds of the land when sold applied in discharge of the complainants' claims so far as the same arise upon and out of the consideration agreed by said Cooley to be paid for the said land.

The State of Ohio
Franklin County } Personally came William S. Sullivant, Michael L. Sullivant and Joseph Sullivant who make the above answer and make oath that the matters and things therein contained so far as are said to be within their own knowledge are true and so far as relate to be information and belief they believe the same to be true

Subscribed & sworn to this
30th day of April 1831.

Before me

Jacob Grubb Justice of the peace

Chancery Case File

Case No. 1831-CH-0003

No. 31-CH-3

Union Common Pleas Court.

Joseph Weiger
Plaintiff,

AGAINST

Stephen McLain et al
Defendant.

APR TERM, A. 1833

judg vs Defendt.

Journal 1 Page 136

Record No. 2 Page 183

Ex. Doc. Page

Union Court 1831

Joseph Rogers
vs } Petition in Equity
Stephen M. Leavitt
William Ewer

Filed May 6th 1831
Silas G. Strong
Clerk

Recorded

To the Honorable the Judges of the Court of Common Pleas for the County of Union when in Chancery sitting – Humbly Complaining Sheweth unto your Honors Your Orator Joseph Rizer of the County aforesaid that in the Month of February in the year of our Lord Eighteen hundred & Twenty eight Your Orator purchased of one Stephen McLean whose your Orator prays may be made Defendant to this Bill Lot number Fifty four in the Town of Marysville in said County of Union as numbered & designated on the recorded Plat of said Town for the sum of Twenty Dollars to be paid in Waggon making which Trade & bargain your Orator then followed to be paid to the said Stephen McLean within Two years thereafter following after the purchase of said Lot And your Orator further represents unto your Honors that on the purchase of said Lot your Orator took possession of the same Cleared & fenced it Erected a Dwelling house & Shop & lived for some time on the same And your Orator further represents unto your Honors that sometime after he made the aforesaid purchase & within Two years thereafter the said ~~Jno~~ Stephen McLean requested your Orator to make him a Dandy Waggon in payment of the purchase Money of said Lot – And your Orator further represents unto your Honors that in pursuance of the request of the said ~~Jno~~ Stephen McLean & of the agreement of your Orator he did make for the said ~~Jno~~ Stephen McLean a Dandy Waggon worth more than Twenty Dollars & tendered the same to him who did not then receive it but agreed that he would do so in a short time And your Orator further represents that he has always had said Dandy Waggon yet by him for the said ~~Jno~~ Stephen McLean in pursuance of their agreement & of the request of the said ~~Jno~~ Stephen McLean so made as aforesaid And your Orator for then represents unto your Honors that in the fall of Eighteen hundred & Twenty nine your Orator was ~~was then dangerously ill in the County of Champaign~~ where he was confined by said sickness for a number of Months And your Orator further represents unto your Honors that during the time of his aforesaid confinement by sickness the said ~~Jno~~ Stephen McLean combining & confederating himself with one William Eggers whose your Orator also prays may be made a defendant to this Bill & contriving & unchiefly intending to cheat & defraud your Orator in this behalf the said ~~Jno~~ Stephen McLean without the knowledge consent or approbation of your Orator sold said Lot with the improvements to the said William Eggers who immediately took possession of the same where he

yet remain due your orator further charges as the truth is that at
& before the time the said William Edgar purchased said Lot of the said
Stephen
Stephen McLean he had a full & perfect knowledge of the equitable claim
of your orator to said lot & that it of right belonged to him & your
orator further represents that immediately after he had so far recovered
his health as to permit him to return to the Town of Milledgeville he
came to a recognition of the said Stephen McLean & conveyance of
the lot aforesaid according to the agreement so made with him
as aforesaid & also of the said William Edgar the possession and
occupation of said premises both of which reasonable requests of your
Orator were denied by the said Stephen McLean & William Edgar.
And your orator further charges that at the time said Contract between
your orator & the said Stephen McLean was entered into the same
was reduced to writing & signed by the parties & witnessed by one Joseph
Stewart & James McRee which said writing Contract the said Stephen
McLean positively promised your orator to place in the hands of
one Isaac G. Strong Esq. but not then permit for safe keeping which
your orator had well hopes said Stephen McLean would honorably
but he is informed by said Isaac G. Strong & believes that said McLean
never has left in his hands the said written agreement in pursuance of his
promise & undertaking so made with your orator as aforesaid
but yet keeps said writing agreement in his own hands or has destroyed
the same in consequence of which your orator has not any write or
memorandum in writing of said Contract. All which acts & doings
of the said Stephen McLean & William Edgar are contrary to equity
& good conscience & tend to the wrong & injury of your orator.
Tender Complainant whereof & inasmuch as your orator is remediless
in the premises at Common Law & can only be relieved by the
aid & interposition of this Court of Equity jurisdiction of this honorable
Court your orator prays that the said Stephen McLean & William
Edgar may each be compelled to answer this original & supplemental bill
upon their oaths & perfect answer to make to each & every allegation
contained in the foregoing bill as fully & perfectly to all intents & purposes
as if they were specifically & severally interrogated to every part & parcel thereof
& that on the final hearing of this cause your Honors would order
& decree that the said Stephen McLean & William Edgar
convey to your orator the said Lot of land or direct by deed

of general warranty as that they pay to your Orator such sum or sum of money as said Lot with the improvements thereon were reasonably worth at the time of the sale so made by the said Stephen Ro. to the said William Eager or forfeit that your Orator would offer unto your Honor such other & further relief in the premises as shall be agreable to Equity & your Honor & your Orator shall ever unto your Honor as in duty bound will ever pray &c

Albert & Barnum Solr
for Compt

Memo. Pltff in your Honor to offer unto your Honor your Process of Subpoena

Union Common Pleas

"

Joseph Rogers
vs
Wm Rogers &
Stephen McLean

Application
of

Filed Sept 17th 1832
Silas G Strong
Clk

C M Blanchard Solr

Union Common Pleas 1832

Joseph Kiger

vs

William Edgar & Stephen McLean } Replication

This Replicant now & at all times hereafter saving & reserving to himself all & all manner of Benefit & advantage of exception to the manifold Errors uncertainties & insufficiencies in the answers of the Defendants Contained & Replies thereunto & says that the facts stated & set forth in the answers of the Defendant are uncertain insufficient & untrue & that he will aver & prove the facts contained in his said Bill of Complaint to be certain & true Wherefore he prays as in & by his said Bill of Complaint he hath already prayed &c

Moses & Lawrence Complts Solr

Union Com. Pleas

Joseph Kuyer

v

Edgar & McLain

Bond for Costs

Filed Feby 6th 1832

Chas. G. Strong

Know all Men by these presents that We Saml Orahood & Isaac Rigan of Union County are held and firmly bound unto Wm Edgar & Stephen McLain in the penal Sum of Sixty Dollars to the payment of which Well & truely to be Made we bind our Selves our heirs Executors and Administrators Jointly & Severally, firmly by these presents Sealed with our Seals & Dated this 6th Day of February 1832

The conditions of the Above Obligatory are Such that Whereas Joseph Rigan of Champaign County Ohio has filed his bill in chancery In the Mun Court of common Pleas on Which Subpoenas hove issued against Wm Edgar & Stephen McLain and the Same Returned Served by the Sheriff of Said county of Mun And Whereas at the Term of Sept 1831 Said Cause was continued upon a Rule of court for Said Complainant Joseph Rigan to put in Bail for the costs in Said Suit — Now if the Said Joseph Rigan Shall Well and truely pay all costs that hove or may accrue in Said Cause or action in case a Decree be Entered against him to that Effect then this bond Shall be null & void Else in full force & vertue

Silas G. Strong

Saml his X mark Orahood — Seal

Isaac his X mark Rigan — Seal

Union Com Pleas

Joseph Rigor Comp^t

vs

Wm Edgar &
Stephen McLain

Edgars Separate Answer
Filed Feby 8th 1832

Silas G. Strong
Clerk

The several answer of William Logan to the Bill of Complaint of Joseph Kiger, against this respondent & Stephen McCain exhibited &c:

This respondent saving & reserving to himself all & all manner of right & benefit of exception to the manifold errors, inconsistencies & uncertainties in the said Complainant's Bill of Complaint contained for answer thereto or to so much thereof as he is advised that he is in anywise bound to make answer unto, answers & says that from his own knowledge he knows nothing of the contract, dealings & transactions between the said Complainant & the said Stephen McCain as set forth and charged in the said Bill of Complaint & can neither admit nor deny the truth thereof. This respondent admits that he did on or about the 15th day of September AD 1829 purchase said Lot No. fifty four in the Town of Marysville of the said Stephen McCain as Director of the Town of Marysville aforesaid for the consideration of twenty four dollars & ten cents & took a deed therefor from said Stephen as such Director. The reasons that led this respondent to purchase said Lot were as follows. Sometime previous, this respondent thinks in the Spring of 1829, this respondent had agreed with the Complainant Kiger who was then living in Indiana for the use & occupation of said Lot. In pursuance of said agreement, this respondent went into possession thereof & proceeded to erect a building thereon of about the value of one hundred & sixty dollars. This respondent was by the terms of his agreement with Complainant to pay him seven dollars per year for the use & occupation of said Lot & said Complainant was to pay this respondent for the improvements by him made thereon

two or three days previous to the aforesaid purchase of said Stephen McLain. By this respondent this respondent was informed by one Isaac Briggs the brother of said Complainant. That said McLain would not let his brother the Complainant have the Lot, because as he stated, said Complainant has not paid for it & it had become forfeited. This respondent became alarmed lest he should lose the value of the improvements so by him made on said Lot and immediately to said McLain, who, in answer to this respondent's enquiries, informed him that said Lot had become forfeited & would soon be sold. This Respondent immediately wrote to said Complainant, who gave him information of the above particulars. but receiving no answer from him, was under the necessity of making the purchase for the purpose of preventing the loss of the improvements so by him made on said Lot. as he verily believes he has full right to do. And this respondent denies all manner of fraud & combination wherewith he stands charged, without this that there is any other matter or thing &c. & he prays that he may be hence discharged with his reasonable costs by him expended &c.

J. E. Chaffin
Solr. for Deft. Edgar

William Edgar

State of Ohio Union County ss

This Day came Wm Edgar and after being duly sworn upon solemn oath that the matters & things set forth in the foregoing answer so far as stated to be from his own knowledge — is true. And so far as stated to be from information derived from others he believes the same to be true

Sworn & subscribed before me this 8th Day of February 1832

Silas G. Strong
Clerk & Mcb.

Question by Deft McClain

Was the memorandum of the contract signed by Complainant Kiger when it was offered to you for safe keeping. and did the wording of that memorandum make the time specified as part of said memorandum of contract ~~It~~ we

Answer by Deponent It was not signed by Kiger it was signed by McLain only - the time mentioned for the fulfilment of the contract on the part of Kiger was an important part of the contract

Question by the same

As you know had McClain taken the promissory notes of ~~said~~ Complainant for the purchase money or consideration of said lot & by said agreement had he other means to enforce fulfillment of the contract on the part of Complainant.

Ans by Deponent I never understood he had any - on the contrary I understood he had not I understood he had no means to enforce the contract and the only remedy McLain had was that the contract was void in consequence of its not being fulfilled by Kiger at the time specified that it was - annulled ~~at the time specified~~,

Question by the same

At the time Edgar purchased of McClain did he McClain claim the lot and improvements put thereon by Complainant or did he agree to sell and convey the lot ~~and~~ alone and as you know did Edgar engage to pay him McClain for the lot and also to pay or make it right with Complainant for his Complainants improvement

I know nothing about McLains and Edgars agreement at the time - Edgar took the deed I was at his house and he showed me the deed and said this would secure the ~~the~~ business - at the time I had no knowledge that he was about to take a deed I observed to him you do not intend to wrong Kiger out of his improvements he answered no I take this to secure Kiger and myself both - and stated that was the previous agreement between him and Kiger that he Edgar

would pay him Kiger for his settlements and keep the lot—

Question by the same

As you know at the time Kiger engaged to purchase and enter upon the lot did he express a doubt whether he should enter and reside upon said lot and if so did he Kiger want the contract binding alone upon McLain in case he should so enter and reside and of no obligation on him Kiger in case he should not

Answer yes I do recollect that conversation that conversation was that he wished the contract should be binding on McLain and not on himself

Question by the same

Did he Kiger enter upon erect his shop and commence on the waggon making business and so continue to reside and carry on the work as agreed by said contract

Answer he did not commence within the year he did not continue there, was there two or three weeks, and then was absent the waggon making business was not carried on in his absence

Question by Deft. Edgar.

Do you know of any contract between Complainant & Deft. Edgar in regard ~~in regard~~ to the use and occupation of said In-lot by Edgar and the improvements he might make thereon. & if so what was it?

I did not understand that there was any contract untill Edgar was married to Kigers mother some time in the spring after I understood from Edgar that he was to pay Kiger for the use and occupancy of the lot and that Kiger was to pay for the improvements he should make on it some time in the fall Kiger came out and ~~of~~ I stated to him what I had heard from Edgar and enquired if that was the contract between them he said it was—

Question by same. What improvements did Edgar make on the lot & what was their value?

The State of Ohio
Union County } ss

Be it Remembered that on this 5th day of June AD 1882

Personally appeared before me Jno Ward a justice of the Peace for the County of Union aforesaid at the Courthouse in the Town of Marysville in said County between the hours of 8 o'clock AM & 8 o'clock PM of said day Silas Strang of Lawful age who being by me duly Cautioned & Sworn as the Law directs the Truth to speak in a certain suit in Chancery now pending in the Court of Common Pleas in said County of Union wherein Joseph Kiger is Complainant & Stephen McLean & William Edgar are Defendants said Deposition to be read on the part of the Complainant on the hearing of said cause in pursuance of the annexed Stipulation Deposeth & saith —

Question by Complainant — Do you any knowledge of a Contract made & entered into between the Complainant & Stephen McLean one of the Defendants to this suit for the purchase of Outlot number fifty four in the Town of Marysville in Union County & if you have ever state the general nature of that Contract & the proceedings & doings of the Complainant after the same was entered into in discharging that part of said Contract

I do know there was a species of contract entered into in 1826 - the memorandum of that contract was written and subscribed by S McLain one of the conditions of the contract was that J Kiger was to pay McLain 20 or $25 - not positive whether within one or two years another condition was that Kiger was to clear it off and erect a Waggon makers shop not positive whether to be done in one or two years - one of the conditions to be performed in one year the other in two not certain which to be first performed but think the shop to be erected within one year and the money paid in two years from the date of the contract the consideration was that the waggon making business should be carried on in sd Shop - anoth condition was that if sd Kiger should perform the conditions on his part then Stephen McLain as Director of the Town of Marysville should make him a deed for the lot another condition in said contract was ~~after wards~~ inserted it is expressly understood that if the said Kiger should fail on his part to perform the contracts within the time then this contract to be null and void and as though it had never been It was ~~on~~ afterwards agreed by the parties that if the said Kiger could make a waggon worth 20 or 25 Dollars by the time specified in the agreement McLain was to take it and pay the money himself.

Whether Kiger took possession of the lot in 1827 or 1828 not sure which, he erected a log shop - he erected a small house on the lot he worked some at waggons deponent thinks in 1827 he worked some in 1829 — Kigers brother mother and sisters lived there they lived there till 1829 till Edgar married his mother ~~and~~ ~~sister~~ then ~~until~~ deponent says he once heard a conversation by Kiger stating he was making a waggon for Mr Lain deponent told him the time had expired ~~and~~ Mr Lain had or was about purchasing purchased a waggon elsewhere - deponent states that he knew the time had expired a year before,

Question by same - What amount in your estimation was the Lot above mentioned increased in value by the improvements made on by Kiger or his order -

Answer by Deponent - the lot he supposes ~~the lot~~ was worth one hundred and fifty dollars more - by the improvements - made - at the time Edgar took the deed

Question by same: Was it not agreed between the parties that the memorandum in writing mentioned in your answer to your first question should be left in your hands by the defendant Mr Lain for safe keeping if so was it ever so left with you by Mr Mr Lain

It was I believed mentioned in the agreement that the memorandum should be left in my hands ~~for~~ it was offered to me by Mr Lain and I refused to take it -

Union Com Pleas

S. McLain
vs
Joseph Regar } Chancery

S McLain's Answer

Filed Feby 13th 1832
Silas G Strong Clk

The several answer of Stephen M'Clain to the bill of complaint of Joseph Rigar against this respondent and William Edgar exhibited &c

This respondent saving and ~~excepting~~ reserving to himself all manner of exceptions to the manifest errors insufficiencies and non truths in the bill of the said complainant contained ~~&~~ answers thereto or so much thereof as he supposes himself in any wise bound to answer that as this respondent knows & believes said complainant Rigar engaged to purchase of this respondent the lot set forth and designated in his bill of complaint the spring of the year one thousand eight hundred and twenty six, this engagement to purchase was in writing. and in this respondents possession untill the sale to Mr Edgar since as this respondent believes it has been lost or destroyd, the purport of this agreement was as this respondent well recollects that if Jo Rigar, Complainant should go into possession erect his dwelling and shop, commence the waggon making and remain in the act of residence on the lot so charged in his bill of complaint within one year from and after the date of the agreement aforesaid and if within two years from date thereof he should ~~be~~ pay or cause to be paid unto this respondent the consideration of twenty dollars in waggon making the business the said complainant engaged to pursue on said lot then, in this case, upon the complete and perfect performance and fulfillment of each and every condition contained in sd agreement. this respondent considered himself himself bound as director of the town of Marysville in which capacity the sale or rather agreement to sell was made, to confirm unto the said complainant the lot so charged and designated in his bill of complaint. this respondent farther answers that it was further provided in said instrument of writing that in case of a breach or a neglect in performance of each and every of the aforesaid precedent conditions contained, then and in this case the obligations in sd agreement contained were to be wholly void null and of none effect either in law or equity by the express terms in said agreement contained and the title of said complainant considered wholly forfeited both legal and equitable. this respondent further answers that complainant did not enter ~~upon~~ and, beside ~~or commence improvements of any kind~~ on said lot untill about the close of the second year after the date of said agreement and that before complainant had done the waggon work

promised by said agreement but after the time stipulated for the performance of said work had expired this respondent personally informd Complainant Rigan that as he had failed to comply with the agreement in making the ~~agreement~~ the dandy waggon in conformity with his engagement, he this respondent no longer wanted the waggon as he had provided one else where nor did this respondent at any time there after promise or agree to take said waggon work other ~~than~~ than on this express condition that this respondent should see a fair opportunity of selling the said waggon at its value this respondent further ~~s~~ answers that the agreement between himself and Complainant charged in the bill of Complainant was signd alone by this respondent and not by Complainant that this respondent held no obligation on Complainant for the con-sideration of said lot and that in this as in other sales made by this respondent as Director of the town of Marysville he se-cured himself by the forfeiture of said lot by the express terms of the agreement in failure of Complainant or other purchaser in fulfilling the conditions of the sale. this respondent further answers that he tendered to Silas S. Strong the instrument of agreement as charged in ~~charges~~ in complainants bill of Complaint this respondent had promised to do. that the said Silas S. refused to retain it in his possession alledging that by the duties of his office he had many papers in possession and did not wish to ~~interested~~ be concerned in the preservation of those in which he was not interested all of which together with the terms of the agreement charged in Complainants bill of Complaint and the breaches of all and each condition by Complainant will more fully appear by the deposition of Silas S. Strong. here with presented and which respondent makes a part of this his answer. this respondent further shows that at the time he respondent sold to William Edgar this respondent did in good conscience believe from the obligation he had given as director of Marysville aforesaid that as Complainant had not entered and commenced the waggonmaking business on said lot within one year. nor paid any ~~s~~ nor all of the consideration for said lot within two years nor con~~sidered~~ tinued in possession of lent had removed from said lot that complainant had forfeited to said lot all his claim either in law or equity - in conformity to the terms of agreement

This respondent denies all combination or intent to cheat or defraud wherewith he stands charged in complainants bill of complaint.

Without this that there is any other matters or things &c

And he prays that he may be herein discharged with his reasonable costs herein by him expended

W. L. Lawrence Esq
for Dft S. McLain

Stephen McLain

State of Ohio Union County ss

Personally came before me Stephen McLain & after being duly sworn says upon his oath that the matter & things contained in the foregoing answer so far as stated to be from his own knowledge is true & so far as stated to be from information derived from others he believes the same to be true

Sworn & Subscribed this 13 Day of February 1832

Before me

Silas G. Strong N. P.

Joseph Rigan
vs } Notice to take
Depositions &c
Stephen McLean
William Logan

I certify that On the 31st of May 1832 I left with the within Name Stephen McLean a true Copy of the within

Silas G Strong
May 31st 1832
Filed June 5th 1832
Silas G Strong
Clk

Union Common Pleas 1882

Joseph Regan
vs
Stephen McLean } In Chancery &c
William Rogers } Stephen McLean — Lawrence

Solicitor will take notice that the Complainant will proceed to take the Depositions of S. G. Huey Levi Shelps Cyprian Lee Jesse Regan & others before Jno Woods a justice of the Peace for Union County or some other officer in said County authorized to administer oaths on the 5th day of June next at the Courthouse in the Town of Marysville in said County between the hours of 8 o'clock AM & 8 o'clock PM of said day to be read in Evidence on the part of the Complainant on the hearing of the above cause

Moses Bowman Solr for Compt.

29th May 1882

Joseph Rigan
v
Stephen McLain &
Wm Edgar

Deposition of

Levi Phelps
Cyprian Lee
Silas G Strong
Isaac Rigan
David Ora Hood
Mary Ora hood
Wm Gregg
Susan Martin
Wm B Irwin

Filed Dec 5th 1832

Silas G Strong
Clk

If the Court should not enforce the Contract as originally made between the Complainant & McLean. they will unquestionably enforce the understanding & agreement as made between the Complainant & the Defendant Edgar before & at the time he received the Deed from McLean by compelling to pay to Kiger what the Lot was worth at the time Edgar got the Deed deducting what he paid McLean (Hamit) $24.10 —

Kiger
vs
McLean & Edgar
Bill &c

Joseph Kiger
vs
Stephen McLean & William Edgar } In Chancery Bill &c

The Bill in this case states that Feby 1828 Complt purchased of Deft McLean Lot No 54 in Morgantown for $20.00 to be paid in Waggon making within 2 years - that on the purchase the Complt took possession & made valuable improvements on the Lot. that after the purchase & within 2 years Deft McLean requested Complt to make a Sandy Waggon in payment for said Lot. that in pursuance of such instructions Complt did make a Sandy Waggon worth more than $20 for Deft McLean & tendered the same to him & has always been ready & had the Waggon for him. that in fall of 29 Complt was confined by dangerous sickness in Chautauqua County for a number of months - that while thus confined the Defts McLean sold said Lot to Deft Edgar without the knowledge or approbation of Complt & that Edgar immediately took possession when he got settled. that at the time of the purchase Deft Edgar had full knowledge of Complt's title. that so soon as his health would permit he returned to Morgantown & requested McLean to convey him said Lot & also the possession from Deft Edgar & both requests refused. that the contract at the time was recorded to rescind & that Deft McLean promised to place the same in the hands of J. G. Strong for safe keeping which Deft McLean has not done - The Bill then pray that Defts be compelled to convey the Lot or pay to Complt what the same with the improvements were reasonably worth at the time of the sale made by McLean to Edgar - $ for general relief &c

The answer of Defendant McLean admits the contract says it was in writing & in his possession but is now lost or mislaid. that he thinks the agreement was that Complainant should go into possession erect a dwelling & shop commence his business & within 2 years pay to him $20.00 in Waggon making - admits that by the agreement he was bound to convey on the completion of the payment - denies the Complainant took possession until some time after the agreement was made says he was not bound to take the Waggon work because not done in time that he so informed the Complt but admits he agreed to take it if he could sell it that he did sell to Edgar in good faith believing Complainant had forfeited his right to said Lot - &c

The Defendant Edgar denies having of his own knowledge any understanding of the agreement between Complt & McLean. admits that he did in 1829 purchase the Lot of McLean for $24.10 cts & paid or due for it - says that before the purchase he was a tenant of Complt on the Lot at $7. per year. that he built a House on it worth $100.00 & the Complt was to pay him for it a few days before the purchase he was informed by one Isaac Kiger that McLean would not let Complt have the Lot - says he was informed by McLean the Lot had been forfeited & would shortly be sold & to save his improvements he purchased it —

The Deposition of S. G. Strang proves the Contract substantially as set forth in the Bill. It also shows that Kiger's improvements made on the Lot were worth $150. as that he did build & shop & Hauer & Work at the Wagg in making business from 27 to 29. Thinks the time at which Kiger ought to have paid Ell Lean had expired before the sale to Eager. Heard Eager say when he received the Deed that he only claimed seen the Lot & the improvements made by Kiger & that it was understood between him & Kiger that if he (Eager) kept the Lot he was to pay Kiger for his improvements —

He also proves that Ell Lean was to receive a Dandy for the Lot —

The Deposition of Ellory Arnewood proves that before the Commencement of this suit Complt endeavored to amicably arrange the Matter he offered either to pay Eager for what improvements he had made or to take from Eager the Value of the improvements made by himself & that Eager would do neither. He also proves that Complt was Confined by sickness 5 or 6 Months in Urbana immediately before Eager got the Deed for the Lot

The Deposition of Lewis Carter proves that the Dandy Waggon was made by Complt for Ell Lean within the time mentioned in the agreement heard Ell Lean tell Kiger not to make a bed as it would bring him in debt & that Ell Lean got a seat put in another Waggon on the same score & that payment for the Lot within 25 Cents was made by Complt to Ell Lean that she was present at the time Complt recovered from his sickness in Urbana & Came to Defts Eagers in Ellenville that Complt agreed either to take or make payment for the improvements made by each & that Eager refused to do either. He also proves that Complt did tender the Waggon to Ell Lean when it was clean & that Ell Lean did not pretend it was not made in time but wanted Complt to keep it until he sold one he then had on hand —

It is further proven by Strangs Deposition that the rents received by Eager for the property is of greater Value than all the improvements made by him

Levi Phelps proves that Complt took possession & Commenced improving the Lot in the spring of 1827

The Deposition of Wm H. Jones relates entirely to some conversation in Urbana in which he thinks Complt said he had agreed to let Deft Eager have the Lot on his paying Ell Lean for it. But if any or all the others are to be believed the particular agreement & understanding between them was that whichever of them kept the Lot was to make payment for the improvements made by the other — Ignorance of Law things ought in Equity & good Conscience to be deemed in this case — If the Court believe Complt has not entirely forfeited his Legal & Equitable right to the Lot by not having paid for in season thought to be deemed to time

Joseph Regan

vs

McLain & Edgar

Cost Bill of Compt

Regan

5750	
30	
17.500	
$73.86	
35.83	
$109.69	

5750	
28	
46000	
11500	
00511	
1	
00171	

Joseph Rigan Compt.
vs } In Chancery
McLain and Edgar Deft

Complainants Costs to Court

To filing bill (6) Issuing Subpoena (25) Docketing (6) — — — $0.37
To Entering Shff Return (6) filing (4) Pltff's appearance (8) — — — 0.18
To 1 Con Mary 1831 & rule to Enter Bail (6) — — — — 0.16
To Taking Court Bond &c (25) Copy of Deft Edgars answer 62½ 0.87½
To 1 Con July 1832 & on file (14) Copy of McLains answer 68 0.82
To 7 Documents filed (28) To Entering claim of 7 Wts 42 0.70
To Entering Rule for Repts & entering (16) Filing Repts (6) 0.22
To Entering final Decree 15 — — — — 0.15
To Complete Record 7200 words — — — 7.20
To Amt of clerks fees charged for Court Bell — — .35
$11.02½

To Sheriff A.C.—

To Otis Sheriff on Subpoena — $125
To Opening Court & calling action — 64 } 1.89 } 2.05
To Otis Sheriff Open Court & calling — 16 }
To Justice Ira Elwood Dr as on file
on taking Depositions — — — 3.44½ } 4.77
To Constable L Lathrop — — — — 1.27½
To Witness fees as follows.
Levi Phelps — 50
Silas G Strong — 50
G Lee — — — 50
Wm Irwin — 50
Wm Gragg — 50
Susan Carter — 50
Mary Crahora 50 } — — — 3.50
$21.34½

Joseph Rigan
vs
McLain & Edgar
Cost Bill of
Deft
Edgar &c

Joseph Regan
vs
McLain and Edgar } In Chancery
Deft Edgars Costs

To Entering Appr (68) To taking Affidavit on & filing answer (31) $0 39
To Copy of Complainants Bill — — — — 1.00
To this Cost Bill — — — — — — — 35
$1.74

Recapitulation

To Above Amt Brot Down Clerks fees — $1.74 } $14.50
To Amt Clerks fees charged McLain — 1.74
To Amt Clerks fees Chd Compt — 11 02

To Sheriff Wellers fees Chd Compt — 1.89 } — 2.05
To Sheriff Wingle fees Chd Compt — 16

To M B Corwin Docket fee — — — — 5.00
To Wm C Laurence Docket fee — — — 5.00
To Witness fees charged Compt — — — 3.50
To Joshua Woods fees Chd Compt — — — 3 94½
To Cont L Lathrop fees Chd Compt — 1 27½
$35.27
To Clerks fees Omitted in Peace & order to 7 Wts 8d 56
Attest Silas G Strong Clk
35.83

Union Com Pleas

Joseph Rigan

v

Stephen McLain &
Wm Edgar

Subpoena in Chancery

Received

Summons Plaintiff's Costs Defendant's Costs 25
Aug 6th 1831

Served on Wm Colgan by reading
May 9th 1831 Mileage 11 - 5 - 35
Service 50

Attachment issued 12 -
Serv D Miller Sheriff U.C.

State of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We Command you that you Summons Stephen McLain & Wm Edgar to appear before the Honorable the Judges of our Court of common Pleas fourthwith to answer unto Joseph Rigan the Charges & Allegations contained in a certain bill in chancery filed in our said Court against them by said Joseph Rigan and have you then there this writ

Witness the Honorable Jonathan Gronky Esq. Present ~~this 6th~~ of our Said Court at the Court House in Marysville this 6th Day of May 1831

Attest Silas G. Strong Clk

I acknowledge Legal service of the within notice

J. E. Chaplin.
Solr. for Deft. Eagan.

Chapln. Eagan
Notice to take
Depositions
Hutchinson
William Eagan

Union Common Plas 1832

Joseph Rigen
vs
Stephen McLean & William Edgar } Jno Chancey &c

J. L. Chaplin Esq Solicitor for Wm Edgar one of the Defendants in the above cause will take notice that the Complainant will proceed to take the Depositions of Sylthang Levi Phelps Cyprian Lee Isaac Rigen & others before Jno Meades a justice of the Peace for Union County or some other officer in said County authorised to administer oaths on the 5th day of June next at the Courthouse in the Town of Marysville in said County between the hours of 8 o'clock A.M. & 8 o'clock P.M. of said days to be used in Evidence on the part of the Complainant in the hearing of the above cause

Marsh & Barnum Solrs for Compt

29th May 1832

Answer Edgar built the framed house and at the time he took the deed the improvements made by him were worth ninety or ninety five dollars — after the deed was given the improvement were made on the lot by Edgar to the amount of fifteen or twenty dollars — that he made out a memorandum of the expenses made in makeing the improvements on the lot in his own hand writing that Edgar stated that he wanted it for the purpose of makeing a settlement with Kiger —

Question by same.

What were the nature & value of the improvements made by Kiger before Edgar took possession of the Lot.

Answer clearing off the lot putting a fence around it putting up a temporary round log cabin shop a small - hewed log house - with ~~the~~ a brick chimney the value - is from fifty five to sixty Dollars —

Question by Complainant Did not the Complainant Kiger take possession of the Lot & make the improvements therein mentioned in your former answer with the full & perfect knowledge of the Defendent Ell Lean & use & occupy the same with his permission & assent — Answer yes as far as I know I do not know as he forbade him —

Question by same Please to state as near as you can how long the Defendent Edgar lived on & occupied the lot above mentioned & the improvement made by the Complainant Kiger before the same was deeded to him by the Defendent Ell Lean & what the use & occupation of the same was reasonably worth to said Edgar & also whether said Edgar has not since he built the frame house for Kiger alluded to in your former answer also rented the same & received said Rents & profits for what number of years & at what price & what the Defendent Edgar has since actually received to himself for the use & Rent of said Property from the time he came into the possession of it until the present Period — Answer by Deponent

he Edgar occupied the premises about six months before he received a deed in the year 1829 - the occupancy was worth four & half or five Dollars for said time from the 12th Oct 1829 till the 22 Dec 1830 - Deponent rented the property and paid twenty five Dollars per year from the time I left it untill the ~~suit was commenced~~ the present time - he received thirty six Dollars a year if paid in improvements on the lot or some less I think 30 Dollars if paid in cash - ~~Chimney had been built~~ Deponent further says that the chimney mentioned as part of the improvements was built in discharge of the rent - and that he understood from Edgar that he had received his rents with the exception of one Dollar sixty two cents and was going to get it,

Question by Def Edgar

What would the annual rent of the property have been if there had been no improvements except those made by Rigor -

Answer by Deponent

I think - nine or ten Dollars

Question by Diff Edgar

~~What~~ how much of your rent was paid in improvements ~~one Dollar fifty cents~~

Answer by Deff one Dollar fifty cents -

Silas L Strong

Also at the same term and place Lyon Phelps who being by me cautioned and sworn deposes and says - Question by Complainant - Have you at any time understood from Wm Edgar one of the defendants in this Cause that people Rigor the Complainant was the owner of an entitled to the lot which is the subject of this suit

Answer

I have not - or I do not recollect that I have

Question by same Have any certain recollection of the time the Complainant took possession of same Lot & Commenced improving the same if you have what in your information were the improvements made by him

Answer - I do not exactly recollect when he commenced improving - my impression is that it was in the spring of 1827 - I cannot estimate the value of his improvements

Lewis Phelps

Also at the same time and place appeared Mary Orahood who being duly cautioned and sworn deposes and says -

Question by Complainant have you any knowledge or recollection of the agreement or understanding between the Complainant & the Defendant Edgar respecting his living & remaining in the possession of the House & Lot which is the subject of this suit & if you have please state it -

Answer by Deponant She does not recollect the contract she had Kiger propose a compromise with Edgar and offer to pay him the money he had expended if he would wait with him - Edgar replied he would take no mans ~~[illegible]~~ money he wished Edgar to pay him for his - share of the lot or what he had done he made this ~~[illegible]~~ offer before the commencement of the suit - Edgar said he had no money or property -

Question by same Did not the Complainant take possession of the Lot & Commence improving it in the latter part of February or first of March in 1827 Answer by Def cannot remember the year but thinks it was only in the spring about the beginning of sugar making

Question by same - Was not the Complainant Confined by sickness in Urbana for five or six months immediately before he made the proposition to Edgar to settle the matter with him after Edgar had got the deed for the Lot

Ans by Def so I think so

Question by Defendant Edgar Are you not the wife of Samuel Orahood ~~Ans~~

Answer by Deponent yes —

Mary her X mark Orahood

also at the same time and place Susan Carter who being cautioned and sworn deposes and says

Question by Complainant Do you know any thing about the Complainant having made a Dray waggon for the Defendant McLean as a Consideration for the Lot which is the subject of this suit & if you do please state it at what time it was made & whether it was not made under the order of McLean

Ans by Def does not recollect but think it was made a short time before the time had expired on which it was to be done — had some conversation between McLain and Riger respecting the waggon McLain ~~thought~~ said he would not have the bed made as it would over run the sum he Riger owed him on the lot and he McLain would rather Riger should owe him than to owe Riger and that McLain got a seat put in another waggon and let it go on the score — of the contract for the lot that the price for making the seat was one Dollar seventy five cents and the balance due after the waggon was made was two Dollars — the balance due McLain was twenty five cents —

Question by same were you present at the time the Complainant returned from his visit at Urbana & came to the residence of the Defendant Edgar in Marysville after he Edgar had obtained a deed from the Defendant McLean for the Lot & if you were please state the propositions made by the Complainant to Edgar for such settlement & Edgars reply to them

Answer by Def She was present at the time that Riger came — from Urbana — to Edgar — and heard the proposals that Riger made to Edgar that he Edgar should pay him Riger for his improvements on the lot and keep it or he Riger would pay him Edgar for his improvements and take the lot that Edgar would do neither

The Examination of Lucas P. Strong being again ~~called~~ resumed by Consent

Question by McLain Deft

Was the dandy waggon agreed to be taken as the consideration of the Lot ~~to~~ to be in full payment for the same Ans by Deponent I understand that the amount of the sum to be paid in money was to be discharged by a Dandy Waggon the price of the lot was the price of the waggon and he understood it from from both parties — Silas G Strong

Levi Phelps being again called by Consent

Question by McLain Deft Did Joseph Rigar offer to sell to you a dandy waggon for County orders or Money that he might be able to pay McLain for the Lot the subject of this suit

Ans by Deponent he did I think

Question by the same

Did he state to you at that time for whom he had made the waggon or why he wanted to sell it Answer by Deponent he stated it was a waggon he had made for McLain and said it was to pay for the lot he had bought I do not recollect ~~I think~~ whether he said the waggon did not suit McLain or that the time had expired for the delivery of the Waggon one ~~or~~ of the two, was his remark according to the best of my recollection

Question by Complainant Do you not know or have you not been informed either from Rigar or McLean that the reason McLean has not received the Waggon made by Rigar for him was that he wished first to sell either the one made by Rigar or the one ~~had~~ previously bought to you Answer by Deponent I do not recollect of McLain has ever offered me a Waggon — to settle that debt,

Levi Phelps

Also at the same time and place came William B Erwin by Consent who after being duly sworn deposes and saith —

Question by Deft. Egan. — Have you ever heard the Complt. Rigar say any thing in

regard to Defendant. Edgar's purchasing In Lot No 54 in Marysville & if so when & what was it? I met the complainant in Urbana I made some enquiries about his lot if he intended to come to occupy ~~this lot~~ it he Higgs stated he did not that he had told Edgar he might have the lot if he would pay up McLain for it this was in the summer after Edgar had married Higgs mother ~~this was~~ some time in August

William B. Irwin

I Ira Wood Justice of the Peace do hereby certify that Silas G Strong Levi Phelps Mary Crahud Susan Carter William Gregg and William B Irwin was by me sworn to testify the truth the whole truth and nothing but the truth and that the deposition by ~~each~~ each subscribed was reduced to writing by myself and taken at the time and place in the Matter specified, Signed Ira Wood Justice of the Peace

Justice costs Subpoenas — $ 40 cts
Taking Deposition for every hundred words - 10 cents — 3 30
Swearing six witnesses — 24
$ 3 94 cts

Cans costs Serving Subpoena - 82 cts
Mileage 45
$ 1,27 cts

Question by Complainant - Did you assist Joseph Kiger the Complainant in clearing & improving the Lot which is the subject of this suit & if so at what time was it commenced by Kiger & what were the improvements made by him on said Lot reasonably worth

Answer by Deponent I did assist Joseph Kiger I do not recollect the time and does not know what it was worth,

William Gregg

Question by McLain Deft

did you ever see or read the agreement between McLain and Complainant Rigar for the purchase of the lot which is the subject of this suit.

Answer by Deft no I never saw or heard it read

Question by the same

When was the waggon to be made

Answer by Depo I cannot tell the day year or month

Question by the same

When was the waggon made

Answer by Deponent I cannot tell exactly what year it was made in

Question by the same

How do you know when the waggon was to be made and that Deft McLain was to take it in part pay for the lot did you hear McLain say I will take the waggon

Answer by Deponent I know nothing only what I heard them say he McLain wished Rigar to keep the waggon untill he sold the one he had or that one Rigar did have it in the shop and she believes it is there yet.

Question by the same

Did McLain tell Rigar that the time was out and he could not take it and did not Joseph Rigar propose to sell it for County orders or something else to pay McLain if he did he Rigar try to sell it

Answer by Deponant He did not that I know of ~~and did Jose~~ he did not propose to sell the waggon to pay McLain as I know of

Question by the same

Was it a dandy that Complainant Rigar made for McLain if not what work was it

Answer by Deponent It was as far as I know making or repairing a seat to a Dandy

Question by the same How do you know that it was in payment for the Lot

I do not know but it was talked of and understood at the time.

Question by the same

Did you hear Kigar say McLain was to take the repairs of the Seat in part pay for the Lot

Answer by Deponent I did

Question by the same

Did you hear McLain say he would take the repairs in part pay for the Lot

Ans by Deponent I did not hear him say those words - it was talked of and understood that was the understanding between them

Question by the same

Where was this Conversation held and who was present

Answer by Deponent In Joseph's shop where the waggon was made no person was present

Question by the same

Did you stand at the door from the beginning of the conversation to the close of the same

Answer by Deponent I did not - I was not there at the commencement nor at the conclusion.

Question by Complainant Did McLean at the time the Complainant Completed the Waggon for him as stated in your Primary answer pretend that it had not been made within the time specified in the Contract for the Lot or in any way object to receiving the Waggon on that account

Answer by Deponent he did not

Question by Deft McLain

Did you see or hear Joseph Kigar tender the dandy waggon to McLain in payment of the Lot

Answer by Deponent he offered it in the shop he did say nothing against it - Susan her + mark Carter

Also at the time and place William Gregg who being duly sworn deposes and says

Union Com Pleas

Joseph Rogers Defendant Facias
vs
Levarifacias
Wm Edgar

Debt —	$73.67
Corwins Docket	5.00
Lauren Docket	5.00
Justice Wood —	5.22
Sheriff fees —	2.05
Clerks fees —	15.06.2
Witness fees	3.50
	109.50 2
Int. April 6th —	4-82
To	
His Execution &c — —	.35
Pltf Costs —	$2.29
	$113.91

Satisfied July 26, 1833 C Wright Shff

Recd on the within $28.07½ JG Strong Atty

State Of Ohio Union County }
To the Sheriff Of said County Greeting

We Command you that of the Goods & chattels of Wm Edgar Late of your Bailiwick you cause to be made the sum of seventy three Dollars and ~~three~~ sixty seven cents Which sum Joseph Kigar Late in our Union County chancery court common pleas Recovered against him by Decree there of Also the further sum of Thirty five Dollars and Eighty three cents for his costs herein about his suit in this behalf Expended Whereof the said Wm Edgar is convict as appears to us of record. And for the want of said Goods and chattels that you make the said sums with interest from the 6th day of September 1833 of the Lands - tenements & real Estate of the said William Edgar and have the same before the Honorable the Judges Of our said court at the court house in Marysville on the 1st day of our next Term of the court of common Pleas To be holden in and for said County to render unto the said Joseph Kigar his Debt & costs aforesaid and costs that may accrue hereon - And have you then there this writ

Witness the Honorable Francis Gurley Esq President of our said court at the court house this 3d day of July 1833

Attest Silas G Strong Clerk

Chancery Case File
Case No. 1831-CH-0004

Chancery Case File

Case No. 1831-CH-0005

Union Com Ple

petition John Gabler

administrator of

Wm G a brief filed

Filed Sept 20th 1831

Silas G. Strong

Clerk

And left Mary Abram Esther William Elisha Minor Heirs his legitimate children and heirs at Law having the next inheritance in and to sd Lands and also left Elizabeth Gabriel his relict and widow having the right of dower in sd Lands. All of whom reside in sd County of Union and whom your petitioner prays may be made defendants to this petition.

Your petitioner therefore prays that the sd lands may be appraised and that this honorable court may order such part thereof to be sold as may be necessary for settling up sd Estate according to law.

For which your petitioner as in duty bound will ever pray

Wm Gabriel Jr

Wm C Lawrence
Solr for petr

To the Honorable Frederick Grimky President and his associates holding the Court of Common Pleas in and for the County of Union.

The petition of John Gabriel ~~Administrator~~ Executor on the estate of William Gabriel late of said county deceased. humbly represents that the sd William Gabriel departed this life on or about the 9th day of April in the year of our Lord 1828 and your petitioner has been appointed ~~Administrator~~ Executor on the estate of ~~the~~ sd Wm Gabriel decd. that your petitioner has proceeded in settling up sd estate and has disposed of all the personal property of the sd estate upon paying the debts of sd estate upon which a dividend has been paid, and that there are still claims against sd estate to the amount of about thirty five dollars for the payment of which there are no personal assets. And your petitioner further shows the sd Wm Gabriel died seized in fee of the following described parcel of land situate in the aforesaid County of Union. to wit in Unionton township on the South side of big Darby Creek being a part of Survey No 5,127 and being bounded as follows. beginning at an ash and Elm thence up the big Darby with the meanders of 273 poles to a small ash elm and buckeye thence S. 27 W. 42 poles to a burr oak thence south east 225 poles to two black oaks. thence N. 53 E. 69 poles to the beginning

Ann Con Pla

John Gabriel Dec'd of
Chm Gabriel

by

The Hers of Wm Gabriel
The Answer of the hers
by Silas G Strong Gu-
ardian

Filed Sept 20th 1831

Silas G Strong
Clk

The answer of Mary Abram Luther William and Elisha minor Heirs of William Gabriel Decd

by their guardian ad litem Silas P Strong to the petition of John Gabriel Executor of the estate of Wm Gabriel Decd.

the defendants reserving to themselves all manner of exceptions the manifest errors and insufficiencies of and in sd petition contained for answer say that they cannot deny the truth of the allegations of the sd petition nor but that it is necessary to sell part of sd Lands. these defendants are the minor Heirs of sd Wm Gabriel decd under the age of 21 years, to wit. Mary Abram Luther William and Elisha, minor Heirs

And they submit their right to the protection of the Court and they pray to be dismissed with their costs.

Silas P Strong Guardian
ad Lit.

The Answer of Elizabeth Gabriel widow and relict of Wm Gabriel decd to the petition of John Gabriel administrator of the Ds Wm Gabriel decd

The Ds defendant reserving to herself all manner of exceptions to the manifest errors and insufficiencies of and in Ds petition contained. for answer thereto says that she cannot deny the truth of the allegations of the Ds petition nor but that it is necessary to sell some part of Ds land

And she submits her right of dower to be protected by the court &c And she prays to be dismissed with her costs

Elizabeth Gabriel

Union Com Pleas

To } Order

John Gabriel Ex^tor

Com Pleas Union County Sept. Term 1831

On Motion it is ordered that that John Gabriel Executor of Wm. Gabriel Jun Deceased Proceed to sell so much of the Lands which Were of said William Gabriel Deceased; as is included in the fields of Richard Gabriel Esq also so much off from the North West End of the Survey as will together with the Land so included in the fields of R Gabriel Esq Enable him the said Executor to pay the Debts of said Estate and that in all things the said Executor proceed to sell the Lands aforesaid & mentioned in said Petition as is provided by the Statutes on that subject & Report to the next Term of this Court It is further Ordered that Harry Burnham Mathew Gooding & James Riddle appraise said Land agreeably to the form of the Statute in such Case made & provided

Witness my hand and Office Seal this 21st Day of Sept. A D 1831

Silas W. Strong. Clerk

Chancery Case File

Case No. 1831-CH-0006

1833

No. 31-CH-6

Union Common Pleas Court.

James Dunn
Plaintiff,

AGAINST

Samuel Hawkins
Defendant.

SEP TERM. 1833

Journal 1 Page 169

Record No. 2 Page 212

Ex. Doc. 1 Page 53

Thos. Lain

J. & Inf. Bond

John Ashton & ign. of
Samuel Hawkins

Filed Oct 15th 1831
Silas G. Strong Clk

Know all men by these presents that We Thomas Dunn Shephard Dunn and Wm Milligan are held and firmly Bound unto John Ashew assignee of Samuel Hawkins in the full sum of five hundred Dollars To the payment of which well and truely to make We Bind our selves our heirs Executors and administrators Jointly & Severally firmly by these presents Sealed With our Seals & Dated this 15th Day of October 1831

The Condition of the Above Bond is such that Whereas the Above Bound Thomas Dunn has filed in the clerks office of this court his Bill of Injunction on the allowance of Amos A Williams one of the Associate Judges of our Court of common Pleas of the County of Union, To Stay proceedings at Law in a Suit Brought in Said court Wherein John Ashew assignee of Samuel Hawkins Has obtained a Judgement against Said Thomas Dunn Now the condition is that the Said Thomas Dunn pay all costs Due, or to be come Due, from the complainant from the complainant in Said Suit or Judgement at Law and All Money & costs which shall be adjudged against him in case Said Injunction shall be Desolved. Then this obligation shall cease & be Void & of none Effect otherwise to be & remain in full force & vertue both in Law & Equity

Thomas Dunn Seal
Shephard Dunn Seal
William Milligan Seal

Union Com Pleas

Thos Dunn
vs
Sub. To Champ.

Samuel Hawkins
John Asher &
Mary Dans

Served by reading this to each of the within named persons & leaving them an attested Copy of the same, except James Galloway who is not found February 6th 1832.

Service		67½
Miles	16	80
		$1.47½

Saml. Goldsmith Dep.
Shff. for
John Owen Shff. C.C.

Appointment Allowed and Bond Given
Atto. Miles Gathany C.C.

State of Ohio
Union County } To the Sheriff of Champaign County Greeting

We Command you to summons Samuel Hawkins John Askew Mary Davis & James Galloway Jun to appear before the Honorable the Judges of our Court of Common Pleas At the court house in the Town of Marysville in and for the County of Union on the first day of our Next Term to answer Thomas Dunn as to the matters & things charged in a certain bill in chancery filed in our said court by the said Thomas Dunn against them to Wit a bill of injunction on the allowance of the Honorable Amos A Ellison one of the associate Judges of our said court — and have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our said court at the court House this 21st Day of October A D 1851

Silas S. Strong Clerk

Union Common Pleas

Dun
vs } In Chancery
Hawkins & others

Answer of Galloway

Filed [illegible] 6th 1832

State of Ohio, Union County, Court of Common Pleas,

The seperate answer of James Galloway jr. to the bill of complaint exhibited against him & others by Thomas Dun.

This respondent saving and reserving to himself all manner of exceptions to the many errors and uncertainties in said bill contained, in answer thereto, or to so much thereof as he is advised is material to him to make answer unto, he answereth and saith,

That on or about the 23d day of April 1822 this respondent sold unto Samuel Hawkins two hundred and four acres of land, part of a survey of seven hundred and forty acres No. 102 in the name of Henry Whiting, at three dollars per acre part of which purchase money was paid in hand, and the balance was to be paid in annual payments, the last of which was due on the 23d day of April 1824: which land thus sold was the same described in the bill of the complainant: that said Hawkins having failed to make payment for said land, agreeably to contract, this respondent brought suit against him for the balance due thereon, in the Court of Common pleas for Champaign county, and at the August term of said Court in the year 1827 obtained a judgement against him for three hundred and one dollars and twenty nine cents; the greater part of which is yet unpaid: that on the 15th day of October 1829, at the request of the said Hawkins, this respondent conveyed unto him one hundred and fifty acres of said land, for the purpose of enabling the said Hawkins to convey the same unto his sister Mary Davis, as alledged by him, and to settle and terminate some litigation which had existed between him and the said Mary Davis: and at the same time this conveyance was executed to said Hawkins, John Askew, one of the Defendants, executed to this respondent a bond or obligation, as security for the said Hawkins, in which bond the said Askew binds himself to pay the balance then due by said Hawkins to this respondent, on the judgement in Champaign Common pleas above mentioned, being supposed to amount to between two hundred and fifty, and three hundred dollars, in case the same was not paid in full by

by the said Hawkins himself within one year from that time, viz, from the 15th day of October 1829. The said Hawkins having failed to pay the amount of said judgement to this respondent, or any part thereof, the said John Askew in order to induce this respondent not to bring suit against him, proposed to assign to him the amount of a judgement that he expected to obtain against Thomas Dun the complainant, in Union County, out of which when collected this respondent was to retain the full amount due him by said Hawkins, and restore the overplus, if any, to the said Askew; which proposal this respondent accepted, and on the 23d day of April 1831 the said Askew assigned the said claim or judgement against said Dun, to this respondent, who received it under an expectation that it would be promptly paid.—

This respondent further saith that he had no knowledge of the nature of the Contract between said Thomas Dun and Samuel Hawkins, until after the rendition of the judgement obtained in Union County by said Askew against the said Dun; that this respondent was no party to the conveyance of the said One hundred and fifty acres by Hawkins to Askew, nor from Askew to Mary Davis, nor had he any knowledge of such transactions between said parties making and receiving such conveyances, and utterly denies all fraud, or combination with any person, to defraud the said Complainant; his only object being to obtain the money justly due him from the said Hawkins, with the least possible trouble, being at all times ready and willing to convey the remainder of the said two hundred and four acres sold to said Hawkins, either to him or his assigns, so soon as the balance of the purchase money is paid, and this respondent is still ready to convey the said fifty four acres, upon the conditions aforesaid as expressed in his title bond given to said Hawkins when he purchased the said two hundred and four acres — in such manner as this honourable Court shall direct. The balance due on said land ~~is~~ at this time is two hundred and ~~thirty seven~~ fifty dollars and thirty seven cents.

This respondent having fully answered the Complainants bill, prays

that he may be dismissed, and the costs by him expended may be restored to him.—

May 9th 1832.

James Galloway jr

State of Ohio
Greene County } ss.

Personally came before the undersigned a Justice of the peace in and for the county and state aforesaid the above mentioned James Galloway jr. who being duly sworn deposeth and saith, that the facts set forth in the forgoing answer in Chancery, so far as stated from his own knowledge are true, and so far as stated from the information of others, he believes to be true.

In Testimony whereof I have hereunto subscribed my name and affixed my seal this ninth day of May in the Year of our Lord one thousand eight hundred and thirty two.

Josiah Dawson
Justice of the peace

{seal}

Unn Com Pleas

Thomas Dun
vs In Chancery
Saml Hawkins et al
Report of Master
Filed April 5th 1833
Silas G Strong
Clk

Thomas Dun Complainant

v

Samuel Harkins
John Coffin
Mary Davis &

In Chancery

In this Cause the Master
Commissioner to whom the Papers
Was referred at Last term - Reports - that having Exam
ined the papers referred He finds that the Deeds Marked
A & B are not strictly in pursuance of the Contract
in that Called the Contract Calls for a tract of Land
in form a Right angled triangle, said Deeds -
Convey a tract in form a parallelogram - -
He also finds that the Contract guarantees the free
passage & use of Spains creek through a Survey of
700 acres - And that the deed Marked C only -
conveys the same through 150 acres - which to gethe
r with the Deeds Marked A & B Includes but
200 acres - All which is Respectfully Submitted

By Silas G Strong M. C. in Ch.

Union Com = Pleas

Thomas Dun
v
Saml Hawkins & al

Order of reference
Filed Sept 14th 1833
Silas G Strong
Clk

Union Court of common Pleas Term
Term 1833

Thomas Dun
v
James Galloway et al } In Chancery

Ordered by the court that it be referred to the Master Commissioner of this court — to ascertain and make report to the next Term of this court; The Injury to the Whole Tract of Land in the complainants bill mentioned, by the Interference thereupon by the Survey and patent to Sill levants heirs of 1001 acres — Survey No 2669 It appears to the court here that such Interference Exists — And also to ascertain and compute the Injury to said Tract in the Bill mentioned By reason that the defendant cannot make title thereto & also to ascertain and compute the Injury to said Tract in the bill mentioned by reason that the — Defendant cannot make title to the full Water mentioned in said contract in the Bill and said Master may take testimony upon both matters and take to his assistance a Surveyor if necessary — Continued

Attest Silas G Strong Clerk

State Of Ohio

Union Common Pleas

Thomas Dunn

v

Samuel Hawkins &
Mary Davis
John Asken &
James Galloway

In Chancery

In Pursuance of the foregoing Order of Reffrance I have proceeded to Discharge the Duties therein required —

And Make and submit this as my report — First in this to wit that although the Interferance of the 1000 acres Surveyed & Patented to the heirs of Lucas Sullivant Mentioned in said Order to wit Survey No 2669 Does not in any Way Interfere with the said 54 acres Specified in said Bill — As will appear by Reffrance to the Deposition of Levi Phelps Therewith Delivered — Yet in as much as said interferance Does appear to Exist By a Survey No Patented to the Heirs of Said Lucas Sullivant I have viewed the Premises and Do by reason of the Inability of the said Defendants to Make title there to — Compute the Complainants Damages to be $125.00

And also having viewed the Premises with a view to Insufficiency of the Guarantee of the Water course as specified in said contract by the said Defendant Davis Kins — I have computed the Complainants Damages by reason thereof at the sum of $150.00 —

Making in all the sum of $275.00

All which is Respectfully Submitted

Silas. G. Strong Master Commr
in Chancery

Union Court of Com
Pleas

Thos Dun
vs & In Chy
Saml Hawkins et al

Deposition of
Levi Phelps
Taken Sept 13th 1833
Silas G Silas Gilb

Union Com. Pleas.

Thomas Dunn Comp.t
vs
Samuel Hawkins
John Asker
James Galloway &
Mary Dunn

In Chancery

The Deposition of Levi Phelps taken before Mr Silas G Strong Master commissioner of the court of common Pleas of Union County. On this 13th day of Sept 1833 at Marysville The Said Levi Phelps being Duly Sworn In answer to the following Questions Saith

Question by Deft.

Are You acquainted with survey No. 2669, and if so, can it by any mode of surveying it interfere with the 54 acres on which Dunns mill is situate?

Answer. I am. having divided the same in to partitions It does not in any way interfere with the 54 acres on which Dunns mill stands

And further Deponent Saith Not

Levi Phelps

Sworn to and Subscribed before me
this 13th day of Sept 1833

Silas G. Strong Mr Com. In Ch.y

Un Com Plas

Thomas Dunn

vs

Samuel Hawkins et al

Deposition of

Jacob Fairfield

& others

Filed Sept 13th 1833

Silas G. Strong

State of Ohio Union County

Alex^r McWilliams

Thomas Dun
vs
Samuel Hawkins et al

Jacob Fairfield summoned and sworn to testify in the above cause and true answers to give to such questions as might be put to him - Relative to Damages in the premises mentioned -

Question By Master Comr -

"Have you viewed the premises so far as it relates to Sullivants Interfering claim?"

Answer

"We have and also the Insufficient Guarantee of the Water privilege"

Question By Same

"What in your opinion is the amt of Damages sustained by Thomas Dun by reason of said Interference? and also for Default in guaranteeing the Water privilege"

Answer

"We think the whole amt of Damages to be Equal to three Hundred dollars -

Question by Same

Do you consider the Damages in each to be about Equal

Answer

We think the two causes of Damage mean Equal perhaps the last mentioned ought to be some little the Greatest

Alex^r McWilliams
Jacob Fairfield
Joseph Coberly.

Fees
Service .35
Copy .20
$0.55

Injunction allowed and Bail Given
Attest Silas Strong Clk

Feby 11th 1832 Served by reading and giving an attested Copy of the within to James Galloway jr.
Saml Hawkins, John Askew & Mary Davis not found in my bailiwick

Amos Dunn Shff G.C.

Union Com Plas

Thomas Dunn
vs
Subpoena
vs G.C.
James Galloway Jun

State of Ohio
Union County } To the Sheriff of Green County Greeting

We Command you to Summons Samuel Hawkins John Askew Mary Davis and James Galloway Jurors if they be found in your Bailiwick to appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville in said County of Union on the first Day of our next Term to answer Thomas Dunn as to the matters and things charged in a certain Bill in chancery filed in our said Court by the said Thomas Dunn against them to wit a bill of Injunction on the allowance of the Honorable Amos A Williams one of the Associate Judges of our said court and how you then there the writ

Witness The Honorable Frederick Grimke Esq President of our said court at the court house in the Town of Marysville this 21st Day of October A D 1831

Silas G. Strong Clerk

Oct	26. 1882	continued	Cr	D
		4 Brittania tumblers 25 pr Wife		1.00
"	"	1 Setto Plates		.37½
"	"	By 1 Crock Returned	.37½	
"	28	27½ lb Iron 8c		2.29
"	"	4 doz eggs		.20
"	29	1 yd stripe Cotton		.19
"	"	7¼ lb Butter 8c		.61
"	31	1 setto Tea spoons		.88
"	"	1 Tin Bucket		.62
"	"	1 Peck Cranberries		.31
Nov	1	½ lb nails pr J. Westlake		.06
"	"	Edward M Baldyo a/c		3.00
"	"	pr Wife 3 lb Coffee		.56
"	"	½ " Tea		.43
"	3	5 yds sheeting 15		.75
"	"	2¼ bu Apples 25		.56
"	8	pr Wife ¾ yd Garnett 62=		.48
"	"	1 pair Gloves		.50
"	"	10 yds Muslin 25		2.50
"	"	3 oz Candy		.13
"	"	1 skein silk		.06
"	"	To Margaret Woods a/c		1.00
"	"	Also to goods pr Samuel Woods		1.00
"	"	pr Wife 1½ yd Gingham 40		.60
"	9	By balance on certificate on power of Attorney		
"	"	pr J. Westlake 1 hat		3.00
"	"	½ bonnet Board		.04
"	13	3 lb Coffee & 1 yd check		.81
				22.14

				Dr	
Nov	16	1832 Continued			
		1/4 lb salts			.06
"	"	Order for Collins			.25
"	19	for Collins Boy 1 lb Pearl ash			.13
Dec	12	By 2 pair socks 37½ Dr 1 doz hdkf	.75		.44
"	14	By 1 pair socks	31		
"	"	3 lb Coffee			.56
"	"	1/2 " Tea			.63
"	"	1 " Candle wick			.38
"	"	3 yds Calico 25			.75
"	17.	Amount pd J. Westlake			.75
"	"	Order for Eli Strong		48.	87½
"	18	1 Split Broom			.13
"	"	1 seal skin Cap for Wm Steet		1.	25
"	"	for Samel Westlake Dr 1/2 lb Tea			.63
"	"	" " 1/2 peck Cranberries			.16
		Charges which were overlooked			
April	12.	1 pair Gloves			.75
"	14	10 lb nails 10 = 100 = Log chain 350		4.	50
"	25	1 " nails			.12½
May	5	Order pd J. Snodgrass		3.	25
"	15	7¼ lb Butter 8 to 60 = Peter Harley 37½			97½
"	19	hdkf for J. Westlake			.44
"	25	Stock locks & screws		1.	12½
June	18	1 Red Card			3¼
"	21	for J. Gregg 1 lb Job			.12½
July	2	for J. L. Mullin 3 yds Mushin 30 socks thread & buttons		1.	34
"	4	22 lb Iron 8⅓		1.	83
"	5	1 trace Chain			.75
				70.	51¾

A. Shoop

			Cr.	Dr.
April	13. 1882	In account with J. R. McClain		
		To goods pd J. Mialy		2 00
May	15	Order paid Mrs Strong		1..05
"	18	Order pd Mrs Snodgrass		.54
"	25	Order pd J. H. Woods		.54
"	28	Order pd E. & M. Strong		1..08
June	5.	Order pd Mrs Collins		1..08
"	6	Order pd L. Phelps		.72
"	27.	Amount pd H. B. Smith		1..62
Aug	8.	Order pd Armie boy		.86
Sept	3	Order pd John Armie		1..37
Sept	10	Order pd Frederick Armie		.74
				11..61

Accounts Overlooked

July 9. 1832.	1/2 lb Cac Job	.19
" 10	15 lb Cod Fish 8⅓ 1/2 pint Brandy 16	1..41
" 11	1/2 yd Muslin pr J. S. Mullin	.28
" 17.	1 Chart 25.= & 18 lb = 1/2 pint Brandy 16	.41
" 20.	Curry Comb 18¾ = & 21 lb 1 chalk line & 1/2 quire paper 12	.44
" 30	pr Cri 1 X cut file	.38
Aug 15.	25 yards 12 & 18 lb Mig Sepers apt 1..75 =	1..87
" 22	2 oods pr Mrs Westlake	3..42
Oct 6.	1/2 lb Tea 63.= 1¾ doz eggs 9	.72
" 11	1 1/2 yd Gingham 40	.60
" 30.	15 lb Iron 8⅓ = 125 = 1 lb nails 12	1..37
Nov 17	1/2 " Tea	.63
" 20.	1 Pint No 6..75 = 100 yards 37	1..13
" 24.	~~7 lb Butter 8⅓~~ 3 Almanack	.25
" 26.	1 lb nails 12 = 27 lb = 3 lb Coffee 20 =	.72
" 30	1 lb Tob pr Henry Clark	.13
" "	11 bu Corn as pr Receipt 2..75 = 3 lb Meal 10 = 30	3..05
" "	4¾ lb Butter 8⅓ = 40 = Salt pr Gregg 82 =	1..22
Dec 1.	1 Bateman's Drops 12 = 1/2 lb Tea 62 = 200 Brick 80	1..55
" 6	1/2 lb salts 13.= 8 lb = 1 1/2 yd stripe Cotton 18¾	.40
		19..97

Union Com: Pleas

Samuel Hawkins et al.
vs.
Thomas Dunn

In Chancery.

Comes the said Samuel Hawkins by J. E. Chaffin his Solr. comes and files his exceptions to the report of the Master Commr. in Chancery as follows to wit,

1st It appears from said report that there is no interference between the lines of the 54 acres sold by Hawkins to Dunn and the tract mentioned in the Complainants ~~bill~~ amended Bill & yet the Master has reported damages for the interference of another & different tract at $125.00

2nd The Master has reported $150.00 damages on account of the inability of Hawkins to guarantee the privilege of a water course thro 750 acres of land - when in truth the said Dunn well knew that said Hawkins could not make such guarantee. at the

time of making such contract & further that the covenant to that effect was merely a mistake in the person who wrote the same. all which is susceptible of proof &c.

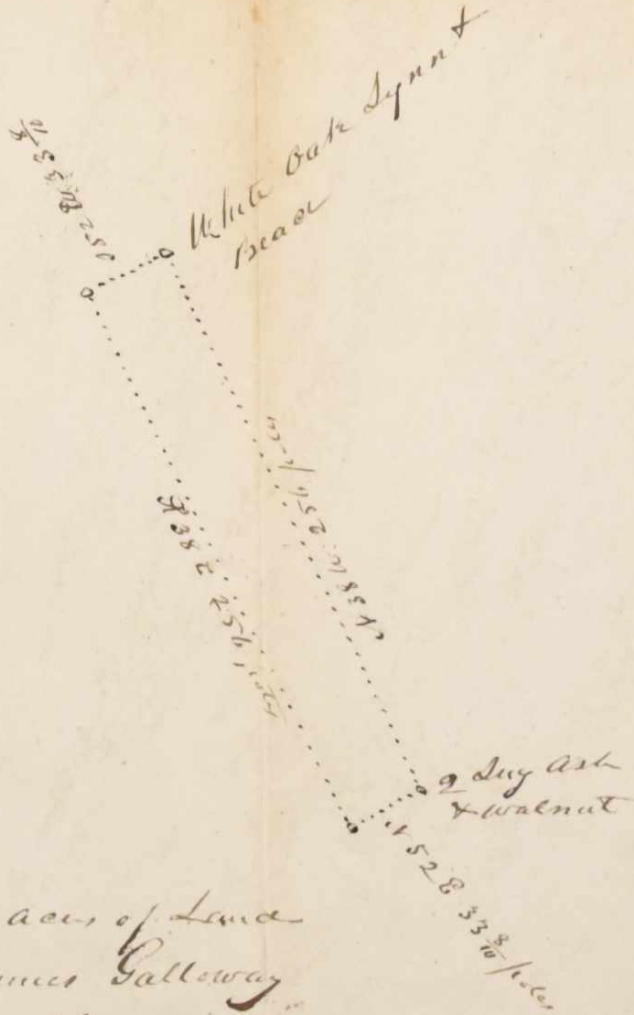
3rd. The damages asked are excessive

4th. There are other ~~other~~ errors, mistakes ~~specifications~~ inconsistencies &c. &c. wherefore this Defendant prays that this report may be set aside &c.

J. E. Chaplin

Solr. for Defendant

Dunn
&
Hawkins
Plat No 2d



Plat of the 54 acres of Land
conveyed By James Galloway
To Samuel Hawkins and
By said Samuel Hawkins
To Thomas Dunn

Silas G Strong Master Cont.
in Ch.

State Of Ohio Union County ss

To the Sheriff of said County Greeting

You are hereby commanded to Summon Jacob Hanfield, Joseph Cubberly & McCullery

To appear forthwith before me at the Dwelling-house of Thomas Dun in Union County then to-Give Testimony And the truth to say in a certain Matter pending & undetermined wherein said Thomas Dun is Complainant And Samuel Hawkins & others are Defendants & this they shall in no wise omit under the penalty of One hundred Dollars And have you then-there this writ

Witness my Official hand this 12th Day of Sept 1833

Silas G Strong Master Comm &c

Served on the within named Jacob Fairfie
By Reading

Joseph Cubery
Mc Williams

Service - - 25
Milage - - - 60
.85

Sept 12. 1833

C. Wright Sheriff

Thomas Dunn
vs
Samuel Hawkins
John Askew &
Mary Davis &
James Galloway

In Chancery

The Defendants will take notice that I shall proceed to discharge the Duties upon me as Master Commissioner in Chancery in the above cause On the 12th Instant at Which time I shall be at the Dwelling-house of said Thomas Dunn prepared to take testimony

Marysville Sept 11th 1833

Silas G Strong
Master Comm in Chan

Served on Samuel Hawkins

Sept 12th 1835

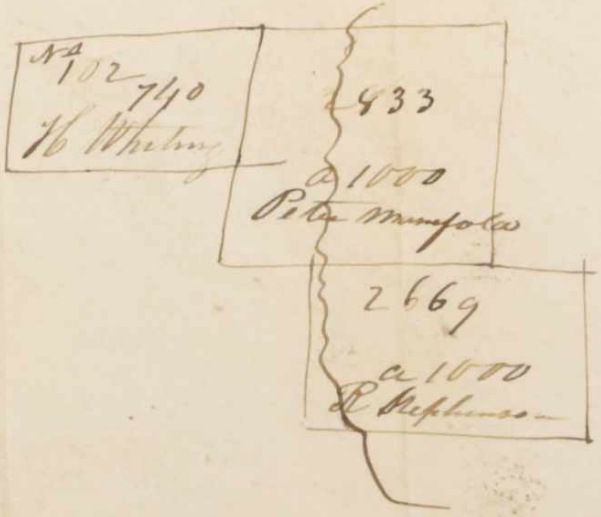
L. Wright

John Atkins

Milage --- 6c

Service -- 2d

8c


No 102
740
H Whiting
433
a 1000
Peter Minnefee
2669
a 1000
R Stephenson

Union Com Pleas

Thomas Dunn
vs
Fi fa
Samuel Hawkins

Docket fee —	5.00
Clerk & Master fee —	20.46
Surveyor — —	5.37½
Shff Butler — —	.32
Shff Wright —	1.80
Shff Owen —	1.47½
Shff Quinn —	.55
Witness — —	2.00
	36.98

Int from Sept 16th
A D 1833 —

Accruing
Clerk fee — .35
apl. 35

Union Com Pleas May Term 1834 Ordered that
the Sheriff Levy on unencumbered lands which
the Levy June 1834 Charged Sheriff
McCaw & Hayes Atty

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you that you cause to be Levied of the Goods and Chattles in your Bail wick of Samuel Hawkins the Sum of thirty Five Dollars and Sixtety Eight Cents with Legal Interest thereon to be computed at the Rate of Six per Cent per annum from Sept 16th 1833 untill paid which By the Decree of our Court of Common Pleas within and for the Said County of Union at the Sept Term AD 1833 Thomas Dunn Recovered against him the Said Samuel Hawkins for his Costs in this Behalf Expended and for want of Goods and Chattles that you cause the Same to be Levied of the Lands and Tenements in your Bail wick of the Said Samuel Hawkins and have that Money Before our Said Court of Common pleas on the first day of their Next Term to Render unto the Said Thomas Dunn and have you then there this Writ

Witness the Honorable D. R. Drake Esqr President of our Said Court at the Court House in Marysville this 30th day of Apl AD 1835

Silas G Strong Clerk

No. 31-CH-6

Union Common Pleas Court.

Thomas Dunn

Plaintiff,

AGAINST

James Galloway et al

Defendant.

SEP TERM, 1833

Decree for Plaintiff

Journal 1 Page 169

Record No. 2 Page 212

Ex. Doc. 1 Page 53

Union Com Pleas

Filed October 15th 1831
A G Strong Clk

Thomas Dunn
vs
James Galloway Jr
John Askew
Mary Davis &
Samuel Mockings

Bill in Chancery

I allow an injunction in this cause and the same shall operate to stay proceedings upon the judgment in the bill mentioned upon the Compt giving bond with such security as the clerk shall approve in the sum $500

A. D. Williams

Associate Judge of Union Com Pleas

Thos Dunn vs Galloway & others

Filed in the Chancery Office on the 15th day of Oct 1831 a bond & signature allowed and bail given & the clerk to set 87 —

A G Strong

Clk to the Compt

To the Honorable the President and his associates Judges of the Court of Common pleas in and for the County of Union State of Ohio

In Chancery Filing:

Humbly complaining, your Orator Thomas Sunn of said County of Union sheweth unto your Honors:

That some years previous to the 10th November AD 1829 (but how long previous your orator doth not know) one James Galloway Junior of Henrie in the County of Green in said State (who is made party defendant to this bill) sold to one Samuel Stockings (of Champaigne County in same State) who is made party defendant to this bill two hundred and four acres of land situate upon the line which divides said County of Union and Champaigne; the boundaries of which said two hundred and four acres of land your Orator cannot designate. That for said land said Galloway (as your orator hath been informed and believes) executed to said Stockings a title bond and there is still due to said Galloway from said Stockings and John Aiken hereafter named his security for said land about two hundred and thirty seven dollars. That after said purchase ~~and a long time previous~~ ~~to~~ said Stockings went into the possession of said land by the assent of said Galloway and exercised full act of ownership over the same and a long time previous to the 10th of November AD 1829 ~~by~~ dug a mill race and erected a saw mill and grist mill upon the lines or within the boundary lines of said tract and supplied said race and mills with water from Spains creek which runs through said land and comes upon said land from an adjoining tract of land which your orator was informed

by said Hockings and believes is known by as Henry Whitings Survey of 740 acres No. 102.

On the 10th of November 1829 said Hockings proposed to your Orator to sell to him said grist mill and saw mill with said water privilege and the following part fifty four acres, part of said two hundred and four acres: (Beginning at a black walnut ash and sugar tree, thence North 38° West 256 poles to a sugar beech and dead white oak lower corner of Whitings said Survey; thence South 52 West (and from the beginning corner westerly parallel with the line that is South 52 West) so far as to include fifty four acres. That at the time of said proposition and when your orator agreed to purchase said fifty four acres he was ignorant of the existence of said title bond or that said Hockings owed any thing for said 204 acres on the contrary said Hockings before and at the time of the purchase by your Orator of said fifty four acres (as hereafter mentioned) fraudulently represented to your Orator and induced him to believe that he said Hockings had complete title unincumbered as well to said two hundred and four acres and said mills and the land upon which they are situate as said entry 102 in the name of Henry Whiting. and your orator relying upon said fraudulent representations of said Hockings on said 10th November AD 1829 purchased said fifty four acres of land and said Mills of said Hockings and paid him in hand two hundred and twenty five dollars and executed his notes for the residue of the purchase money payable to said Hockings or order

the first for one hundred and seventy five dollars payable the first day of April 1830 and the other for one hundred dollars payable the first day of October 1830 and said Hockings at the same time executed and delivered to your Orator an agreement or title bond wherein said Hockings agreed to make unto your Orator a good and sufficient warrantee deed for said said grist mill and saw mill and the fifty four acres in said agreement described and to gaurantee that part of the water course to wit Spains Creek to and for the use of said mills which runs through said entry No 102 of 7440 acres as by reference to said title bond or agreement a copy of which is hereunto annexed marked A and made a part of this bill will more fully and at large appear

Your Honors upon an examination of the description of the fifty four acres in the title bond may be of the opinion that said boundaries are indefinite but your orator expressly charges that said Hockings intended by said agreement to covenant to convey and never disputed but that he had covenanted to convey and your Orator the fifty four acres as herein first mentioned and described. That such was the understanding before and at the time and ever since the execution of said title bond by both the parties; that your Orator immediately after said purchase went into possession of said mills and the fifty four acres as herein bounded and described under said title bond and hath ever since remained in possession of the same and of said mill race exercising full acts of ownership over the same and hath cleared and fenced about eight

812

acres of the premises. About one third of the mill race above mentioned runs through about ~~one~~ said fifty four acres purchased by your Orator and the residue of said mill race runs through the balance of said two hundred and four acre tract; the mills cannot be used without said mill race and it is as much a part of said mills as the saw and mill stones; the fifty four acres is of little value except as connected with said mills and the object of said purchase was to obtain and the principal part of said consideration money was agreed to be paid for, said mills and the mill privilege which is created solely by said mill race all which was well known to said Hockings when said purchase was made of him

Your Orator further represents that a long time after said purchase and after your Orator had taken possession of said mills mill race and land (and before the rendition of the judgment hereafter mentioned) the said Galloway conveyed by deed to said Hockings one hundred and fifty acres of said 204 acres being the part which remained unsold to your ~~pet~~ orator as above bounded and described. The said 150 acres contains no part of said 54 acres above described but includes within its bounds about two thirds of said mill race as above mentioned. Your Orator further sheweth that afterwards and before the rendition of the judgment hereafter mentioned said Hockings and one John Aiken of said ~~Union~~ Champaigne county (whom your Orator prays may be made party defendant to

this bill combined together and said Hockings for your Orator hath been informed and believes and therefore charges fraudulently conveyed said one hundred and fifty acres of land to said John Asken his father in law and assigned said notes of $175. & $100 to said Asken he the said Asken well knowing of the rights and interest of your Orator in said mills and mill race at the time of said conveyance to him and received said conveyance as your Orator insists subject thereto and received said notes well knowing the facts equities and claims of your Orator as in this bill set forth. Your Orator hath been informed and believes and so charges that said assignment of said notes was made without consideration. and Your Orator further represents that said Asken after said conveyance to him and before the rendition of the judgment hereafter mentioned conveyed by quit claim deed the same one hundred and fifty acres of land to one Mary Davis of said Champaign County (whom your Orator prays may be made party defendant to this bill. The said Mary Davis long before and at the time ~~the~~ of said conveyance to her had full knowledge of the purchase by your Orator of said mills and mill privilege and of said above bounded fifty four acres of land and that your Orator was entitled to the benefit of said mill race as appendant to said mills. and an easement upon said 150 acres of land

Your Orator further represents that after said purchase by him from said Hockings and before the suit was commenced hereafter mentioned your Orator learned and so charges that said Hockings had not the right or power at the time he

executing said title bond to your orator or before or since to convey or guarantee the right of using ~~the~~ that part of Shains Creek which passes through entry No 102 (Henry Hutchings) as he hath agreed to in and by said title bond - that said guarantee was entered into ~~fraud~~ by said Hockings fraudulently for the purpose of inducing your orator to make said purchase.

Your Orator further charges that said Hockings since he entered into said agreement with your orator hath become (as your orator has been informed and verily believes) totally insolvent and hath no visible property of any description and totally incompetent to pay said Galloway the amount due him or respond to your orator for a breach of covenants.

Your Orator further represents that said Galloway immediately after said notes became due commenced a suit upon them on the law side of this honorable Court and recovered a judgment at the September term to wit September the nineteenth one thousand eight hundred and thirty one for the sum of two hundred and seventy five dollars debt twenty dollars and eighty six cents damages and Costs. That your orator was ever since said notes became due and is yet ready and willing to pay said notes or said judgment in case said Hockings could make to your orator a deed for said fifty four acres of land above described with said mills and the privileges appendant thereto and guarantee said water

course through said entry No. 102 all which or either it is impossible for said Hockings to do in consequence of his own fraudulent acts. Your Orator is ready to bring here into Court upon the final hearing of this Cause the amount which may be equitably due to said Hockings or Askew as this Court shall decree. The said Galloway refuses to execute a deed for said fifty four acres until the balance due him for said land shall be paid. The said Mary Davis claims an absolute estate in said mill race and that she may at any time disturb your Orator in its use and possession. The said Hockings & Askew refuses to allow your Orator a reasonable compensation out of said notes and judgment on account of said mill race and said guarantee of said water course through entry No 102 and said Hockings is unable to respond in any other manner or to pay said Galloway being totally insolvent and said Askew threatens to issue execution upon said judgment ~~and [illegible] the [illegible]~~ - all which actings and doings are contrary to equity and good conscience and tends manefestly to the injury of your Orator - In tender consideration whereof and forasmuch as your Orator is remediless in the premises by the strict rules of law and only relievable upon the Chancery side of this Court where matters of this kind are properly cognizable and relievable To the end therefore that the said Samuel Hockings James Galloway Junr. Mary Davis and John Askew may true answers make under oath to the matters above

set forth as fully as if here particularly interrogated and especially that said Samuel Hockings may answer and say whether he did not sell to your Orator the 54 acres of land within described what was the form of said tract of 54 acres whether an oblong or a triangle whether your Orator hath not been in possession of said 54 acres above described ever since he purchased whether he still owes said Galloway for said land and how much and whether he has any means of paying said Galloway

And that said John Aiken and Mary Davis may severally answer and say whether they have received a Conveyance for the 150 acres in the bill referred to and whether they knew of your Orator being in possession of said Mills prior and at the time they received a Conveyance and whether they did not know that your Orator was a purchaser of said Mills from said Hockings. and set forth Copies of the deeds to them for said 150 acres: What consideration they paid or agreed to pay and how and when- and that said John Aiken may answer and say whether said notes were assigned to him and for what Consideration and when and how paid-

and upon the final hearing of this Cause if it shall

be ascertained that your orator cannot obtain a complete title to said mill race and the right of using the water course which is upon Entry No 102 as in said title bond mentioned that your honors will cause the damages to be ascertained which your orator will thereby sustain and ~~that~~ the amount thereof decreed to your orator by subtracting the same from the amount of said judgment so far as said judgment will go to liquidate the same and the residue be decreed to be paid by said Hockings and ~~th~~ also that said Hockings be decreed to pay said Galloway the amount due him out of ~~the amount of sa~~ such part of said judgment as may remain after paying the damages aforesaid if any remain and that said Galloway convey said lands to your orator. Or in case that said Mary Davis may be decreed to convey to your orator the right of forever using the land upon which said mill race is situate upon said 15 acre tract to and for the purpose of a mill race and with free ingress and egress and that the damages which your orator has or may hereafter sustain by reason of said Hockings having no right or authority in ~~that~~ to convey or guarantee that part of the said water course above mentioned which runs through entry No 102 may be ascertained and liquidated out of said judgment and the residue of the money arising from said judgment be applied to the payment of the said amount due Galloway

and if after the application of the amount of said judgment as aforesaid there be any thing due said Galloway the same be decreed to be paid by said Hockings & Sheen and that said Galloway convey said premises to your Orator and such other and further relief in the premises as to your Honors shall be deemed just and equitable - May it please your Honors to grant a writ of injuction to stay all proceedings upon said judgment and according to the usuages and practice of this Court and that subpoenas issue for said defendants &c -

G & R Strawn Solr for Compt

(A) Article of Agreement made and entered into this tenth day of november in the year of our Lord one thousand eight hundred and twenty nine by and between Samuel Hockings of Shampaigne County of the one part and Thomas Dunn of the other part Witnesseth that the said Hawkins for and in consideration of the sum of two hundred and twenty five dollars to him in hand paid and one hundred & seventy five dollars to be paid against the first day of April eighteen hundred and thirty and one hundred against

the first of October next following pursuant to the covi-
nant and agreement of the said Thomas Dunn hereafter
mentioned doth for himself his heirs Covenant and
agree with the said Dunn the said Samuel Hawkins
doth Covenant and agree to make unt the said Dunn
a good and Sufficient warrantee deed for a certain
piece of land and grist mill and saw mill lying and
being on Spains Creek a branch of Darby beginning
at a black walnut ash and Sugar tree easterly Corner
to said Whitings Survey running with the lower line
thereof N. 38 W. 256 poles crossing Spains Creek
at 80 poles to a lime beech and dead white oak norther-
ly corner to said Survey; thence S. 52 West so far
as to Contain fifty four acres and the said Hawkins
doth for himself his heirs and assigns doth garantee
the water course through said Survey of 7-40 acres No. 102
in the name of Henry Whitings and lastly for the due
performance of the several covenants and agreements
aforesaid the parties aforesaid do hereby respectively
bind themselves their heirs administrators each to the
other in the penal Sum of one thousand Dollars in testim-
ony the have set their hands and seals in presence of
the day and year first above written

Attest- William Milligan
Elizabeth Clark

Samuel Hockings
Thos Dunn

The State of Ohio }
Union County } ss } Before me personally appeared Thomas Dunn the Complainant in this bill named who makes solemn oath that the matters and things in said bill set forth (as of his own knowledge) are true and the matters therein stated (as derived from the information of others) he believes to be true –

Thomas Dunn

Sworn to and Subd before me this 13. day of October AD 1831. }

Jus. Peace in and for said County –

John W Williams

Union Com. Phas

Thos. Drum
vs
James Callaway Jr
& others –

Amendment to Bill

Filed April 5.
1833.

Thos G. Strong
Clk

1833

The amended bill of Thomas Allen to the original bill filed against James Callaway & others

By leave the said complainant further charges that on running the lines agreeably to the title bonds in the bill mentioned there will be a considerable interference with an older & better title owned or claimed by one Lyon Starling whose title embraces not only the land specified in said bonds but partly nearly centrally thro' the mill on said lands thereby greatly impairing the value of the land the creditors bring therefore as before prayed and for a reconvention & another for said interference by the honorable court &c.

G. L. P. Smith
atty. for complt.

Union Com. Pleas

Thomas Dunn
vs
John Aiken —

Clerks fees — $2.71
accruing — 35

Decr. 1836

See Act of 1835 March 9 - Act 445

State of Ohio Union County ss

To the Sheriff of County Greet

Whereas in a certain Action in Chancery Lately prosecuted in our Court of Common Pleas within and for the County of Union wherein Thomas Dun was Plaintiff & John Askew & others Defendants the costs of the said John Askew were taxed at Two Dollars Seventy one cents You are therefore commanded that of the Goods & Chattles Or for want of Goods and Chattles of the Lands & tenements of the Said John Askew in your Bailiwick you cause to be made the costs Aforesaid with Interest thereon from the 16th ~~Day~~ day of September AD 1833 Untill Paid and costs that may Accrue and if you do Levy and make said costs & Interest do you have the Same before our Judges of our Court of Common Pleas within and for the Said County of Union on the first day of their Next Term to render unto the persons entitled to the Same and have you then there this Writ Witness I R Swan Esq President of our Said Court of Common Pleas this 17th day of December AD 1836

Silas G Strong Clk

Union Com. Pleas

Thos. Dunn

vs Fi fa

Saml Hawking

Clerk fees	10.55.5
Master Com.	5.00.0
Sheriff's Comb.	2.02.0
Stff. U.6	2.12.0
Witness fees	1.50.0
Surveyors fees	5 27 5
	26.57.5

~~12 75~~

~~26.57~~

Decr. 36

State of Ohio Union County ss
To the Sheriff of Champaign County Greeting
We command you that of the Goods
And Chattles ~~which~~ in your Bail
with of Samuel Hawkins
the Sum of Twenty Six Dollars & fifty seven
cents which by the Decree of our Court of Common
Pleas of Union County at the August Term
thereof AD 1834 Thomas Dunn Recovered against
the Said Samuel Hawkins with interest thereon
from the 14th August 1834 untill paid and also the
further Sum of $0 35 Costs of Increase
on Said Decree and the Accruing costs and for
Want of Goods and Chattles you Cause the Same
to be Levied of the Lands and tenements of the
Said Samuel Hawkins And have you that
Money before our Court of Common Pleas on the
first day of their next Term to render unto
the Said Thomas Dunn And have you then
there this Writ

Witness the Honorable Joseph R
Swan Esq Pres of Our Said Court at the Court House
this 16th day of Dec 1836

Attest Silas G Strong Clerk

Union Com Pleas

Thos Dunn

vs } Trespass

Jas Galloway

Clerks fee	$3.41.5
Witness	5 00
Fees Writ	35
	$4.26.5

Filed Oct 8 1836
S G Strong

Union Court 11th 1836
C Vincent Sheriff

Now to wit Comes on Demurrer to Evidence
whereon to day ad 6 1836
C Vincent Plaintiff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you that of the goods and Chattles of Jas Galloway late of your Bailiwick you Cause to be made the Sum of 3$91.5 with Legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 25 day of August 1834 untill paid and for want of Goods & Chattles you Cause the Same to be made of the Lands Tenements & Hereditaments of the Said Jas Galloway which Said Sum of 3$62.5 Thos Dunn late in the Court of Common Pleas recovered against the Said Jas Galloway whereof he was defendant as appears to us of Record & that you have the Same B. fore the Honorable Judges of the Court of Common Pleas at the Court House in Marysville on the first day of our next Term to render unto the Said Thos Dunn the Sum of 3$62.5 costs herein expended & have you the

Witness J R Swan President of our Said Court aforesaid this 10 day of August 1836

Silas G. Strong Clerk

Union Com Pleas

Thomas Dunn

v

James Galloway & others

Clerks fees —	$3.41
Witness fees —	.50
accruing —	35

The Sheriff of Green County of 1832 & 3 is Entitled to $2.12 in the last bill and will be good for three dun

J.B.J

State of Ohio, Union County ss

To the Sheriff of Greene County Greeting

Whereas in a certain Action in Chancery Lately prosecuted in our Court of Common Pleas within and for the County of Union wherein Thomas Dun was Complainant & James Galloway Jr Respondent the costs of the said James Galloway Jr was taxed at Three ~~Do~~ --- Dollars & Ninety one cents ($3 95) You are therefore Commanded that of the Goods & Chattles or for Want of Goods and Chattels of the Lands and tenements of the said James Galloway Jr in Your Bailiwick you Cause to be made the Costs aforesaid with Interest thereon from the 16th Day of September AD 1833 untill ~~Paid~~ paid and costs that may accrue And if you shall Levy and make said costs & Interest do you have the Same before our Judges of the Court of Common Pleas within and for said County of Union on the first Day of their next Term to render unto the persons entitled to the Same & have you then there this writ Witness I R Swan President of Our Court of Common Pleas this 17th day of December AD 1836

Silas G Strong Clk

See Act Regulating the Location and Collection of Costs Passed March 9th 1835 -- Sect 4 & 8 -

Union Com Pleas

Thos. Dunn

vs Execution

John Askew

Clerks fees $2.715
This Writ 35
$3.065

Filed Octr 8 1836
J G Strong
Clk

Aug 36

5 06
6 12

No goods Chattles found or tenements found whereon to levy Oct 8 1836 Returned Thos Dunn Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that of the goods and Chattles of John Askew late of your Bailiwick you cause to be made the Sum of two dollars Seventy one and a half Cents with legal interest thereon to be computed at the rate of Six per centum per Annum from the 25 day of August 1834 untill paid and for want of Goods and Chattles you cause the Same to be made of the lands tenements & hereditaments of the Said John Askew which Said Sum of ~~Sum~~ two Dollars Seventy One & one half Cents Thos Dunn late in the Court of Common Pleas recovered against the Said John Askew whereof he was the defendant as appears to us of Record & that you have the Same before the Honorable the Judges of the Court aforesaid at the Court House in Marysville on the [illegible] their next Term to render unto the Said Thos Dunn the [illegible]m of 2$71-5 costs herein expended & have you then there this Writ Witness D R Swan President of our Court aforesaid this 10 day of August AD 1836

Silas G. Strong Clerk

Union Com. Pleas

John Askew

3 Execution

Thos Dunn

Clerks fees	$3.09
Sheriff fees	1 44
This writ	35
	$4.81
	6.7

Aug 36

Received the within Execution in full

G. Brewer

Many marks in full

G. Brewer Atty for Pltff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We command you that of the Goods and Chattles of Thos Dunn late of your Bailwick you cause to be made the Sum of Four Dollars and forty six cents with Legal interest thereon to be Computed at the rate of six per Centum per Annum from the 25 day of August 1834 untill paid and for want of Goods & Chattles you cause the Same to be made of the Lands, Tenements & hereditaments of the Said Thos Dunn which Sum of $4,46 John Askew Sate in the Court of Common Pleas recovered against the Said Thos Dunn as appears to us of Record and that you have the Same before the Honorable the Judges of the Court Aforesaid at the Court House in Marysville on the first day of our next Term to render unto the Said John Askew the Said Sum of $4,46 Costs herein expended & have you then there this writ

Witness I R. Swan President Judge of our Said Court at the Court House in Marysville August 11 AD 1836

Silas G Strong Clerk

Union Com Pleas

John Asker

vs Ex.

Thos Dunn

Clerks fees	$1.38
Shff fees	16
This Writ	35
	$1.89

Aug 1836

Recd Aug 11 1836
E Whipple

Many made in Ass.
E Whipple Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods & Chattles of Thos Dunn late of your Bailwick you cause to be made the sum of One dollar and fifty four cents with legal interest thereon to be computed at the rate of six per centum per annum from the 25 day of August 1834 with paid and for want of Goods and Chattles you cause the same to be made of the lands tenements & hereditaments of the said Thos Dunn which sum of One Dollar and fifty four Cents John Askew late in the Court of Common Pleas recovered against the said Thos Dunn whereof he was Defendant as appears to us of Record and that you have the same before the Honorable the Judges of the Court aforesaid at the Court House in Marysville on the first day of our next Term to render unto the said John Askew the sum of 1$54 costs herein expended & have you then there this Writ

Witness J R Swan President of our said Court this 10th Day August AD 1836

Silas G Strong Clerk

Union Com Pleas

Thos Dunn

vs Execution

Saml Hawkins

Clerk Fee $2.75
Docket fee 10.00
This Writ .37
$13.12

Filed Octr 8 1836
S G Strong Clk

Aug 36

Received August 15th 1836 & Levied on
Lots, Chattels, Lands or Tenements
found within my bailiwick
Also
H. O.
G. Rogers Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you that of the goods & Chattles ~~Lands and~~ of Saml Hawkins late of your Bailwick you Cause to be made the Sum of 12$ .75 with Legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 25 day of Aug 1834 untill paid and for want of goods and Chattles you Cause the Same to be made of the Lands & tenements & hereditaments of the Said Samuel Hawkins which Sum of twelve dollars and Seventy five Cents Thos Dunn late in the Court of Common Pleas recovered against the Said Samuel Hawkins whereof he was Defendant as appears to us of Record & that you have the Same before the Honorable the Judges of the Court aforesaid at the Court House in Marysville on the first day of their next Term to render unto the Said Thos Dunn the Sum of 12$.75 Costs herein expended & have you then there this writ

Witness J R Swan President of our Court aforesaid this 10th Day of August 1836

J G Strong Clerk

Union Com Pleas

Thos Dunn

vs } Execution

John Askew

Clk & Mastr Comns fees	$13.55.5
Shff G. Co	2.02.5
Shff N. Co —	2.12
Wtnss fees —	150
Surveyor fees	5 37.5
Tho Mott —	35
	$26.92 5

Aug 36

Received August 11 1836 of Thos Dunn $26.92

Geo Gaston Sheriff Levies on Tenement Land
Released to Levy Oct 8 1836 Miles 40
E Rinard Sheriff

State of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you that of the Goods and Chattles of Thomas Dunn Late of your Bail wich you cause to be made the Sum of twenty Six Dollars and Fifty Seven Cents & 5 Mills with Legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 25 August 1834 untill paid and for want of Goods And Chattles you Cause the Same to be made of the Lands Tenements & hereditaments of the Said Thomas Dunn which Sum the Said John Askew late in the Court of Common Pleas recovered against the Said Thomas Dunn whereof he was Defendant as appears to us of Record. and that you have the Same before the Honorable the Judges of the Court of Common Pleas at the Court House in Marysville on the first day of our next Term To render unto the Said John Askew the Said Sum of 26 $ 57½ Costs herein expended & have you then there this writ

Witness J R Swan President of our Said Court this 10 day of August AD 1836

Silas G. Strong Clerk

Union Com Pleas

Thos. Dunn
vs
Execr.
Mary Davis

Clerks fee	$2.62-5
Filing Writ	.35
	$2.97-5

Filed Octr 8th 1836
J G Strong Clk

Received Decemb 15 1836
E Wanger

No Goods Chattles Lands or Tenements found in
Delaware to levy on this 1836 Nov 10
E Wanger Shff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you that of the goods and Chattles of Mary Davis late of your Bailwick you Cause to be made the Sum of two Dollars Sixty & one half Cents with Legal Interest thereon to be Computed at the rate of Six per Centum per Annum from the 25 day of Augst 1834 untill paid and for want of Goods and Chattles you cause the Same to be made of the Lands Tenements & hereditaments of the Said May Davis which Sum of 2$.62,5 Thos Dunn Sate in the Court of Common Pleas recovered against the Said ~~Thomas~~ May Davis whereof She was Defendant as Appears to us of Record and that you have the Same Before the Honorable the Judges of the Court aforesaid to render unto the Said Thos Dunn the Said Sum of 2$.62,5 Costs herein expended & have you then there this writ

Witness J K Swan President of our Said Court this 10 Day Aug 1836

Silas G Strong Clerk

Union Com. Pleas

Thomas Dun

v. } fi fa &c

Mary Davis

Clerks fees — 1.71.5

Accruing — 35

State of Ohio Union County ss

To the Sheriff of Champaign County Greeting
Whereas in a certain in Chancery
Lately prosecuted
in our Court of Common Pleas
within and for the County of Union when
in Thomas Dun was
Complainant and Mary Davis & others Respondent
the Costs of the Said Mary Davis
were taxed at Two Dollars &
62 cents You are therefore Commanded
that of the Goods & Chattles or for want of Goods
& Chattles of the Lands and tenements of the Said
Mary Davis in Your Bailiwick You
Cause to be made the Costs aforesaid with Interest
thereon from 16th September AD 1833 untill paid
and costs that may accrue and if you
shall Levy and Make Said Costs and Interest
do you have the Same Before our Court of
Common Pleas within and for the County of
Union on the 1st Day of their next Term to
render unto the Persons entitled to the Same and
have you then there this Writ Witness I R Sloan
President of our Said Court of Common
Pleas at the Court House this 17th day
of Dec AD 1836

Silas G Strong Clk

See Oct of 1835 – Sec 478

Chancery Case File

Case No. 1831-CH-0007

No. 31-CH-7

Union Common Pleas Court.

Valentine F. Shover
Plaintiff,

AGAINST

Joseph Harrison
Defendant.

Sept 1837
Injunction

Judgment VS Plaintiff

Journal 1 Page 147

Record No. 2 Page 181

Ex. Doc. 1 Page 38

Valentine F. Shower
vs
Joseph Harrison

Bill in Chancery

Filed Oct 26th 1831
Silas G Strong Clk

I allow an injunction in this case till trial can be had in Law upon condition the complainant give bond to the clerk for fifty dollars

Wm Gabriel

To the Honorable the president and his associates of the court of common pleas in and for the County of Union In Chancery Sitting

Humbly complaining sheweth your orator Valentine Shover that in the month of January in the year one thousand eight hundred and thirty or a long time ago your orator sold unto Joseph Harrison who as well as your orator is a citizen of the aforesd County of Union and who your orator prays may be made defendant before your one horse colt for the just and full sum of thirty two dollars a part of which purchase was to be paid in work by the sd Joseph Harrison in clearing land in a farmerlike manner and before setting time for the next corn crop in all of which articles sd Joseph failed to the manifest wrong and injury of your orator and further your orator shows that the sd Joseph became indebted to your orator by this and other means to the just and full amount of forty two dollars which sd Joseph refused to pay to your orator, in consequence and for the recovery of which your orator further shows that on the 4th of February one thousand eight hundred and thirty one he entered suit before Samuel Ogsbarrum a justice of the peace in and for the aforesd County of Union, a transcript of whose proceeding is here with presented ~~on this trial~~ by which transcript it appears, that the summons did not contain the amt demanded by your orator That the evidence adduced by thy your orator was disregarded by the sd Justice in judgement. Your orator further shows that he attended again and again within ten days next after trial to appeal the same

but that the Dd Justice ~~of the~~ was always absent and that the Dd Case never could be appeal according to law and consequently compete and adequate justice cannot be obtain by your Orator at common Law all of which doings and actings are contrary to equity and good conscience and in tender consideration to your Orator ought in equity to be relieved against.

Your Orator further shows that on the this case his property is in danger of execution before he can have the case laid before your honors. in consequence prays that an injunction be allowed to stay proceedings in this case untill a final hearing in this case may be had before your honors at the next term of Common Pleas

Your Orator further shows and affirms as he verily believes that ~~the~~ the balance still due and unpaid to him amounts to more than twenty dollars.

Your Orator further prays that he may have relief. that process may issue. that he may have equity in good conscience and tender consideration as prayd in in the premises and that your honors may give full and such relief as to your honors may ~~mete~~ bound will ever pray &c

And your Orator as in duty

Wm B Lawkins
Dt for Compt

October 26 - 1851

personally appeared before me the subscriber one of the Associate Judges and made solemn oath to the truth in
Oct 27 AD 1851 Wm Gabriel } Associate Judge

Injunct in allowed & Bond Given
S. B. Story Clk

Received October 28th 1831
S. B. Solomon Dep.
for D. Watts S.H.C.

Anna Com Pltff
vs
Valentine Spurr
Ag & Sub In Ohio
Joseph Harrison
On Injunction

Served by reading the same in presence & hearing of the within named Defendant Joseph Harrison and Delivering to him an exact copy of the same October 29th 1831 Samuel B Solomon
Dep for D Watts S.H.C.

Mileage 12	5 cts	60
Service		30
Copy 260 words		26
		$1.16

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas Valentine F. Shroy has this Day filed his Bill of Injunct-
ion in our Court of common Pleas on the allowance of William Colnel
Esq one of the Associate Judges of our Court of common Pleas in and
for said County to Stay the proceedings on a certain Judgement of
Law rendered by Samuel Farmer a Justice of the peace in favor
of Joseph Harrison against said Shroy Now therefore the common
you that you Summon Joseph Harrison that he forthwith cause
all proceedings in said Cause to be Staid & that he himself with
All Justices & constables be enjoined from further proceeding in said
cause untill the same can be heard by our said court Also that
he Joseph Harrison appear before the Honorable the Judges of
our said court at the court house in Marysville on the first Wed-
day of our next Term to answer the said Shroy respondent by to-
all and singular the Charges & allegations in said Bill
And how you then there this writ

Witness the Honorable Francis Gramby Esq
President of our said court at the court-
House this 26th Day of Oct. 1831

Silas G. Strong Clk

Ump Comm Plea

Valentine F Shoot
v ⅓ Dwg Bond
Joseph Harrison
Filed Oct 27th 1831

Know all men by these presents that Valentine F. Shover principal and Cyprian Lee security are held and firmly bound unto Joseph Harrison in the penal sum of fifty dollars lawful money to be levied on our good & chattles rights and credits

The condition of the above bond is such that if the principal Valentine F. Shover shall pay unto Joseph Harrison plaintiff defendant in a suit at Law had before Samuel Freeman Justice of the peace on the 4th day 1831 in which case an injunction is allowed by William Gabriel associate judge all monies and cost now due and all monies and cost which shall be decreed against him in case the above injunction shall be dissolved then this bond to be void and of none effect otherwise to remain in force

Witness our hands and seals this 26 day of October one thousand eight hundred and thirty one

Union County
Ohio

Valentine F. Shover (L.S.)

Cyprian Lee (L.S.)

Attest
Wm C. Lawrence

Union Com Pleas

Joseph Harrison
vs
Recovery
Valentine G Shoup
Fi. fa Pt. Se vi fa

Clerks fee	$2.20
I.P. 6 1/2 Docket	250
Shff fee	1.32
	$6.02

Money Made January 9

Money Rec'd in full
March 20th 1833
C Kinzer Sheriff

Filed

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you that of the Goods and Chattels of Valentine T. Shover late of your Bailiwick you cause to be Made the Sum of Six Dollars and two cents with Legal Interest thereon from the 14th Day of February until paid And for the Want of goods & chattels you cause the Same to be Made of the Lands tenements and real Estate of the said Valentine T Shover which Sum Joseph Harrison late in the Union Court of common Pleas Recover against the said Valentine T Shover for his costs in a certain action Brought by a Bill of Injunction filed against said Harrison by said Shover — Whereof said Shover is convict as appears to us of Record. And that you have the Same before the Honorable the Judges Of Our Court of common Pleas at the Court house On the first Day of Our next Term to render unto the said Harrison his costs afore said

Witness the Honorable Friend Grimke Esq President Of Our Court at the Court house in Marysville this 18th Day of Dec AD 1832

Silas G Strong Clk

Received Dec. 24

Union Com. Pleas

Joseph Harrison
vs
Valentine F. Shover
Fi. fa. vt. Levy fac

Clerks fees —	3,10½
Sheriff fees —	,32
Chapt 1/2 Dock	2,50
	5,92½
Execut & Sat.	37½
	$6,30

Made on the within $4,00
Sept 30, 1833.
G Hunsicker Sheriff

Levy
Mileage
Percentage

	25
	50
	13
	88
	690
	778
	40
	818

Money Received on the within
G Hunsicker Sheriff

State of Ohio Union County }

To the Sheriff of said County Greeting

We command you that of the Goods and Chattels of Valentine F. Shover Late of your Bailiwick you cause to be made the Sum of Five Dollars and Ninety two & one half cents With Legal Interest thereon from the 21st Day of Sept. 1832 untill paid And for the Want of goods and chattels that you cause the same to be made of the Lands tenements and real Estate of the Said Valentine F. Shover which Same Joseph Harrison Late in the Union Court of Common Pleas Recovered against him. Where of said Shover is convicted as appears to us of record upon an action brought here by appeal. And that you have the Same before the honorable the Judges of Our Court of Common Pleas at the court house on the first Day of our next Term to render Unto the Said Joseph Harrison his costs aforesaid

Witness the Honorable Frederick Grunke Esq. Pres. of Our Said Court at the Court house this 18 Day of Oct. 1832

Silas G. Strong Clk

Chancery Case File

Case No. 1832-CH-0001

No. 32-CH-1

Union Common Pleas Court.

Wm Porter
Plaintiff,

AGAINST

Michael P Casselly
Defendant.

JUN TERM, 1833.

DECREE FOR PLAINTF.

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Record No. 2 Page 280

Ex. Doc. Page

Ohio Com - Pleas

William Porter
vs } bill in Chancery
Ushers & Capelly

Filed Jany 10th 1832
Silas G Strong
Clerk

1833

To the Honorable the court of comonon pleas of Union County
Febry Term 1832 in Chancery Sitting

Humbly complaining sheweth your Orator William Porter a resident of said County that on the 23rd day of Sept in the year of Our Lord one thousand eight hundred and twenty six, he entered into an Article in writing bearing date the day and year aforesaid Executed by complainant and one Samuel Fisher now decered Whereby Sd Fisher agreed with your Orator to convey unto your Orator thirty five and one half acres of Land, situate in Union County aforesaid being a part of survey No 4071 & bounded as follows (viz) beginning at a sugar tree and buckeye thence N. 80 E. 116 poles to a stake in the road from Marysville to Milford, thence with Sd road S. 39 W. 152 poles to a stake in the west line of Sd survey thence with Sd line N. 10 W. 98 poles to the beginning & wherely it was also agreed by and between Sd Fisher & and your Orator, that your Orator should pay unto the Sd Fisher Eighty dollars as a conideration therefor. And that your Orator should pay forty dollars on the first day of June 1827 and forty dollars fourteen months from the date of Sd Articles or bond aforesaid and also that the Sd: Fisher should make a general warrantee deed to Sd Porter at or before the receiving of the Sd last mentioned forty dollars which Sd Article your Orator now herewith presents together with the receipts of the money paid on Sd Article and a calculation of the interest, all of which all of which he makes part of this his bill. Your Orator further shews, that the Sd Fisher died before the fulfilment of Sd articles leaving Elizabeth Fisher his widow & Relic, Elwood Fisher Lucinda Fisher, Christain N. M. Houser and Sarah his wife formerly Sarah Fisher also Hannah Fisher, Matilda Fisher and Celine Fisher infants in Hamilton County his children, legal representatives and heirs at law and that Michael P. Cassely of Sd Hamilton County was afterwards and before the dates of either of the payments to him as Administrator of Sd Fisher on Sd Articles and before the dates of either of the receipts by him as administrator aforesaid therefor given duely appointed Administrator of the said Fisher deceased by the Court of Common Pleas of Hamilton County aforesaid. And your Orator prays that the said Elizabeth his relic and Elwood Lucinda Christain and Sarah his wife also Hannah Matilda and Celine Fisher and Michael P Cassely administra-

as aforesaid be taken and made defendants hereto with meet proper words to charge them

Your Orator further represents that he has made the following payments on Dd Land and on Dd article and in persuance thereof to the acceptance of the persons to whom they were made, To wit. fifteen dollars on the 17th July 1827 to Dd Fisher thirty dollars April 30th 1828. to Said Cassely Eleven dollars twenty six cents December 16th 1828 to Dd Admr and May 21th 1827 eighty seven and one half cents to Dd Cassely And your Orator further represents that he tendered the sum of $30.17 To said Admnr on Dd agreement or article on the 13th day of August which Dd admr then admitted was the ballance of the amt of the consideration for Dd land on the articles aforesaid and then verbally promised to your Orator that if the said sum $ were left in deposit at the County of Hamilton afore said, he Dd Admr would apply to the Judicial tribunals for authority to make a good and sufficient warrantee deed and to convey unto your Orator in persuance of the statue in such case made and provided which deposit your orator further charges that he made on said day of . at the County of Hamilton aforesaid hoping and believing that said Administrator would (as he should and ought) apply for said authority and convey accordingly unto your orator, as said deposit was subject to the control of Dd Cassely on his perfecting Dd title to Dd lands. your orator further shows that he received from Dd Cassely by mail from his own hand the^n had ceased to endeavour to make him his your orators title to Dd lands and that he must as your orator lived in the County where the land lay procure his your orators own title. this information was had on or bout the first of June 1831. and your orator further shows that he has always had said sum of $ and being here into Court the aforesaid sum and prays the court to apply so much thereof to the payment of said sum yet due as the consideration of said land as the balance shall amt to. And the Orator expressly charges that he paid and tendered as aforesaid the full amount of the consideration money for said lands as aforesaid. but has received no title thereto from said Samuel Fisher the defendants hereto or any other

person

although Complainant has in a mild and peaceably manner endeavoured to persuade them or such one of them as might be authorised so to do to make a deed conveying sd land to your Orator or to apply to the Judicial tribunals for authority so to do and execute the same in persuance of the statute in such case made and provided, which your Orator charges was disregarded. All which actings and doings are contrary to Equity and good conscience and for as much as your Orator is wholly remidilys by the strict rules of Common Law. but can only obtain complete and adequate redress in this Court where matters of this kind are properly cognizable he prays this Court to take cognizance hereof, to the end that the Defendants may be and appear before this Honorable Court at this term thereof and full, true, and perfect answers make unto all and singular the premises as if the same were here again recited and they and each of them thereunto severally interrogated and that they may make full disclosure thereunto and in all things perform the decree of this Honble Court he prays that proper process may issue against them commanding defendants to appear as aforesaid under such pains and penalties as this Court shall think meet & proper. And that upon the final hearing hereof your Honors will decree and order that the sd Heirs and administrator release to your orator all their interest in sd lands and tenements upon receiving such part of the sum so tendered as the Court may find due. and also pay the costs of this bill and your Orator as in duty bound will ever pray &c

William Porter
By W. L. Lawson
his Solicitor

Union Com. Pleas

Wm Porter
vs Subpoena in Chy
The Heirs of Samuel Fisher

1832 Aug 23rd

Served by copies left at the Residences of the within named defendants to wit Elisha Shffer

Shffer 2 00
Fees Paid Chy
J H Baldwin
D Wolfe

State of Ohio, Union County ss

To the Sheriff of Hamilton County Greeting

We Command you to summon Elizabeth Fisher Widow and relict of Samuel Fisher Late of Hamilton County Deceased Elwood Fisher Lucinda Fisher Christian M. Houser and Sarah Houser his wife Late Sarah Fisher: Also Hannah Fisher, Melinda Fisher and Celina Fisher Infants, heirs and representatives of said Samuel Fisher Deceased; Also Michael P. Casily Administrator of the said Samuel Fisher Deceased; if they be found in your bailewick To appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville on the first Day of our Next Term to answer unto William Porter who complains in Chancery to all such Matters and things as are set forth and charged in his said Bill And Have you then there this writ.

Witness the Honorable Frederick Grimke Esq President of our said court at the court House in Marysville this 10th Day of January A.D. 1832

Silas G. Strong Clerk

No 6 on Pl's

Wm Porter
vs Replevin
Cassidy and others
Filed Sept 18th 1832
Silas G Story

The Replication of William Porter Compt.
to the several answers of Elizabeth Fishon and
others defendants.

This Complainant saving and reserving to
himself all manner of exception to the manifold
insufficiencies and imperfections in the sd several
answers of the sd defendants contained for
replication thereto nevertheless says that the
facts and matters set forth and contained in
the said several answers are not sufficient
or true and that he will sufficient prove
and maintain the facts and matters set forth
in the Bill as this ~~this~~ Court may either direct or require.

Lawrence Com. Sol.

Union Com Pleas

Wm Porter

vs

Michael P. Caffelly et al

Decretal Order

Served the within by reading April 22nd

attended and qualified Appraiser on the premises April 27th who forthwith obey the order and their appraisement is herewith returned

Service	$1.00
Milage	~~.20~~
	$1.20

Summons & Trupl. .00
Chan Comm. 70. 1.00
Mantem 90. 70

C Wenger Sheriff

Wm Porter Complainant
vs
Michael T Caseby et al Deft

Union Court of Common Pleas
April Term 1833

Whereas heretofore to wit on the tenth Day of January A D 1833 Wm Porter the Complainant filed in the Clerks Office of the Court his Bill in chancery against Michael T Caseby administrator and Elizabeth Fisher Widow of Samuel Fisher Deceased and other heirs at Law of said Fisher On which said Bill it is Expressly charged and set forth that the said Samuel Fisher in his Life time did Enter into agreement with the said Complainant to convey to said Complainant a certain parcel of Land Described as follows to wit Being part of Survey No 4071 Bounded as follows (to wit) Beginning at a Sugar tree & Buckeye thence N 80° E 116 poles to a Stake in the road from Mansfield to Milford thence with said road S 39 W 152 poles to a Stake in the West Line of said Survey thence with said Line N 10° W 98 poles to the beginning - And the said Complainants Charge that said Samuel Fisher Departed this Life without first Conveying said Lands as he agreed and prays the Court to order and Decree a conveyance and for all other and further relief in the premises which according to Equity & good conscience he was Entitled - And Whereas Now at this April Term of Our Court of Common Pleas Came the parties and this cause Coming on to be heard upon the bill answers and Exhibits and the Court being fully advised of and concerning

the premises are satisfied that the Equity of the Case is with the Complainants; and the Court are further satisfied that the Defendant Elizabeth Fisher the widow is Entitled to Dower in the premises Described in Complainants bill It Is Therefore Ordered Adjudged and decreed by the court Now here That Richard Gabriel Jacob Fansfield & Jacob Forthemon Three Judicious Disinterested freeholders of the Vicinity and not of Kin to Either of the parties be appointed to View & Set Off the Dower of said Widow in the premises by Meet and bounds and also to appraise the value of said dower so to be Set Off and Designated to said Widow. And ascertain how Much Less Valuable said premises described in the Complainants bill Will be undered by the Setting Off of said Dower. And that said Commissioners Above Named Do proceed to Discharge the Duties assigned to them by this Order — And by virtue of the Statutes in Such Case Made & provided and make report of their proceedings to the Next Term of this Court —

Now Therefore These Are To the Sheriff of Mum County Greeting

We Command you that you Summon the said — Richard Gabriel Jacob Fansfield and Jacob Forthemon — to proceed to the Discharge of all and Singuler the Duties Enjoined on them

by the foregoing Interlocutory Decree and that they make
report of their Doings at the Next term of this Court on the
1st Day of said term And have you then there this writ —

Witness the Honorable Frederick Gunter
Esq.r President of our said Court of
Common Pleas this 22d. Day of April
1833

Silas G. Strong Clerk

Court Report
Silas Strong 28th 1833
Silas G. Strong

Porter
vs
Fisher

State of Ohio Union County ss

In Pursuance of the Command of the foregoing order and the Statute in Such Case Made & provided We — Richard Gabriel Jacob Fairfield & Jacob Porthermon — have this Day proceeded to the Duties Enjoined and Submit this our Report to wit That after being Duly Sworn We have Set off The Dower to the Said Elizabeth Fisher in the Premises by Metes & Bounds as follows Beginning at 2 Hickories and a Burr oak in the West Line of Said Tract Thence S 51° E 66 poles to a Stake in the Road running from Marysville to Milford Thence S 39° W 55 poles to a Stake in Said Road Thence N 10 West 6½ poles to the beginning Containing 11 acres and Thirty three poles of Ground And We do Estimate the Value of Said Estate or right of Dower to be worth in Money the Sum of $00,00 And further We report that the premises Mentioned in Said Order are reduced in Value in consequence of Said Dower being Set Off So that It is made worth $20.00 Less in consequence thereof All of which is respectfully Submitted —

Given under our hands and Seals this 29th day of April A D 1833

Richard Gabriel Seal

Jacob Fairfield Seal

Jacob Porthermon Seal

Fee 75 Part $2,25

William Porter
vs } Answer
E. Fisher & al

in Chancery

Filed Sept 28th 1832
Silas G Strong
Clk

The answer of Hannah Fisher, Matilda Fisher and Celinda Fisher infant heirs of Samuel Fisher deceased by their Guardian ad litem Silas G. Strong — who was appointed by the Court for that purpose in the cause of William Porter Complainant against Elizabeth Fisher, Michael P. Cagaly and others defendants —

These defendants by their said Guardian ad litem, reserving to them every exception to the said Bill for answer to the same nevertheless say that they are the heirs at law of the said Samuel P. Fisher and infants under the age of twenty one years of age. They say that they cannot deny the allegations in the complainant's bill, but they submit their rights to be protected by the Court.

And they ~~to be dismissed~~ pray the Court to be dismissed hence with a decree for the costs which they have been unreasonably caused to expend &c —

Silas G. Strong

Guardian &c

No. 32-CH-1

Union Common Pleas Court.

Samuel Fisher
Plaintiff,

AGAINST

Wm Porter,
Defendant.

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Rec'd December 16th 1828
forty one Dollars and twenty six cents on the within bond

for John Reid agent
Saml Fisher

Saml. Fisher
Wm. Porter
Wm. Burns

Filed Sept 1832
Jas. Stacy
Clk

Articles of agreement made and entered into this day and between Samuel Fisher of the first part of the county of Hamilton and State of Ohio. and William Porter of the second part of the county of Union and State aforesaid witnesseth that the said Samd Fisher of the first part for and in consideration of these stipulations to be performed by the sd Wm Porter of the second part as hereafter enumerated hath bargained sold and by these presents do bargain and sell unto the said Wm Porter his Heirs and assigns a certain tract or parcel of land lying and situate and being in the county of Union and State aforesaid containing thirty five and one Half acres. as by survey No. 4071 and bounded as follows (viz) beginning at a sycamore tree and buckeye. thence south 80 E 116 poles to a stake in the new road thence with said road S 39 W 142 poles to a stake in the west line of said survey thence with said line N 10 W 98 poles to the beginning and the said Samuel Fisher of the first part do by these presents firmly and himself his Heirs Executors and administrators that he will make or cause to be made a generale Warrantee Deed unto the said Wm Porter his Heirs Executors administrators for the above discribed tract of land so soon as the covenants and agreements herein after enumerated are complyed with by the said Wm Porter his Heirs Ex administrators or assigns and the said Wm Porter of the second part do by these presents firmly obblidge himself his heirs Ex administrators or assigns to pay or cause to be paid unto the said Samd Fisher of the first part his Heirs Ex administrators or assigns the sum of Eighty Dollars lawfull money of the United States to be paid in as follows (viz) fourty Dollars by the first day of June in the year 1827..... and fourty Dollars from this date..... in faith whereoff the Parties as before named do firmly bind themselves their Heirs Ex administrators or assigns to each other in the penal sum off five hundred Dollars for the true and faithfull performance of all and singular the covenants agreements and stipulations as above enumerated in testimony whereoff we the said

Samuel Porter of the first part and Wm Porter of the second part have mutually and interchangably set our hands and affixed our seals this 23rd Day of September in the year AD 1826

Samuel Porter (SL)

Witness Present

Hezekiah Porter

John Rice

Wm Porter (SL)

Chancery Case File

Case No. 1832-CH-0002

No. 32-CH-2

Union Common Pleas Court.

Stephen McLain
Plaintiff,

AGAINST

Margaret Reed et al
Defendant.

Sale of Land
June 1833

Dismissed,

Journal 1 Page 160

Record No. No Record Page

Ex. Doc. Page

Unn Com Pleas

Stephen McLain
vs & Petition to Sell Land
The Heirs of David Reed

Filed Feby 14th 1832

To the Honorable the judges of the Court of Common Pleas of Union County in the State of Ohio.

The petition of Stephen McLain administrator of the Estate of David Reed respectively Shews that there is now belonging to the Estate no personal property. And that the debts due said Estate at present are only about sixty dollars And that the said David Reed in his life time had purchased of Lucas Sullivant a piece of Land for which he had not paid: And since his death there was a judgment entered in the Supreme Court of this County at the September term for 1830 for the sum of $768.14 cents besides costs: which amount there is not assets or funds sufficient to discharge by about $650.00

The said David Reed died seized of the following tract of Land in said County to wit. part of survey No. 4277 Beginning at an ash and Elm upper corner on the creek, thence down the creek with the meanders S. 52 E. 10 poles S. 75 E. 16 poles S. 60 E. 14 poles S. 40 E. 20 poles N. 75 E 38 poles, thence S. 81 E. 5½ poles to a small Walnut, thence leaving the creek S. 38 E. 145½ poles to two beeoaks from one root, thence S. 53 W. 104 poles to a stake thence N. 82 W. 122 poles to three Burooks, thence N. 7 E. 186 poles to the beginning containing 161½ acres. also of one other piece or parcel of Land lying and being in said County of Union being one hundred and thirteen acres out of the same original survey No. 4277 being the farm on which the Widow of the said David Reed now resides.

And leaving a widow Margaret Reed entitled to dower in said tracts of Land and heirs to wit Thomas Reed Elizabeth now the wife of James Cochran Samuel H. Reed Josephus Reed

Jane now wife of Lester ware Cynthia Reed and Lydia Reed all of whom your petitioner prays may be made defendants. Your petitioner prays that the widows dower may be set off and the residue sold to satisfy said Judgment and other debts. &c

Stephen McLain
Adm'r

Stephen McCain

vs

Margaret Reed widow
Thomas Reed
James Cochran &
Elizabeth his wife
Samuel H. Reed
Josephus Reed
Lester Ware &
Jane his wife
Cynthia Reed
&
Lydia Reed

Received Feby 14th AD 1832

Samuel B Johnson Dft

for David Witter S.U.C.

Ann Com Pleas

Stefter McLean

v. } Subpoena

The Heirs of J Reed

Served on Steven Reed by reading

Served on Margret Reed Widow ~~Samuel H Reed~~

Lydia Reed Josephus Reed & Cynthia Reed

by leaving a copy at the their residence

June 20th 1832 Samuel B Johnson Dft

for David Witter Sheriff S.U.C.

also served on Samuel H Reed James Cochran and Elizabeth Cochran his wife Lister Ware and Jane her wife & Thomas Reed by copy

June 20th 1832 Samuel B Johnson Dft

for David Witter S.U.C.

Post Milage	$.90
Services 1 Sr	34
" 9 "	1.35
Writing	1.50
	$4,10

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to summon Margaret Reed widow of the late David Reed Decd. Also Thomas Reed — James Cochran & Elizabeth Cochran his wife Samuel H. Reed Josephus Reed Lister Evans & Jane his wife Cynthia Reed & Lydia Reed heirs of the said David Reed Deceased to appear before the Honorable the Judge of our Court of common Pleas at the court-house in Marysville on the first Day of our next term to answer unto Stephen McLain Admr of the estate of said David Reed — the Matters & things contained in his petition this Day filed in our said Court and have you then there this writ

Witness the Honorable Frederick Green Esq President of our said court at the Court house in Marysville this 14th Day of Feby 1839.

Silas G. Strong Clk

Chancery Case File
Case No. 1832-CH-0003

No. 32-CH-3

Union Common Pleas Court.

Moses B Corwin, Plaintiff,

AGAINST

Lathrop Mazarene, Defendant.

Sept. TERM, 1833

Partition

DECREE FOR PLAINTF

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Record No. 2 Page 247

Ex. Doc. Page

193 pole line, shoulder 173 poles
No. 9998 shoulder - 9799
" 94 pole line shoulder 74 poles
" 49 " " " " 47 "

2 copies 423 Reach

Union Common Plea

Moses Bowman

vs } Petition for
} Partition

Lathrop & Nathaniel Rogers

Filed Sept 19th 1832

Silas G Strong

Moses Bowman Jun Pro Per

To the Honorable the Judges of the Court of Common Pleas within & for the County of Union your Petitioner Moses Bowman represents unto your Honors that he is Tenant in Common with Lathrop Kager & Nathaniel Kager who are Minors & who reside in the County of Union and that he owns the Equal undivided third part of the following Real Lying & being situated in the County aforesaid by Virtue of a Deed from David Witter Esquire Sheriff of Union County aforesaid bounded & described as follows Viz. Beginning at a stake in the State Road leading from Mechanicsburgh to Milford thence running N. 80° W 78 poles to two Burr oaks thence S. 16° 30" W by the Point of the Needle at present 176 poles to five Elms thence N. 80° 25" W poles to a burr oak in said State Road thence with said Road N. 29° E 173 poles to the place of beginning being part of Survey No. 9798 be the same more or less also the undivided one third part in the following described Tract of Land also lying in said County of Union & bounded as follows Viz. Beginning at five Elms in the line of Nicholas Hathaway Survey being a Corner of Robert Moore's Survey thence with said Moore line S. 6° E. 64 poles to said Hathaway Corner thence N. 47° W 8 poles thence N 18° E 66 poles to the place of beginning

And your Petitioner further represents unto your Honors that no Partition of the said Real Estate above described has yet been made between your Petitioner & the said Lathrop & Nathaniel Kager nor can the same be done amicably in Consequence of the Infancy of the said Lathrop & Nathaniel Kager And your Petitioner further represents unto your Honors that he is desirous of having his Interest in said Premises above described Partitioned & set apart to him so that he can hold the same in severalty Wherefore your Petitioner Prays your Honors to grant & order that Partition of said Premises be had & made according to the provisions of the statute in such case made & provided & that your Honors would grant unto your Petitioner such other & further relief in the premises as shall be agreeable to Equity & good Conscience & as to your Honors shall seem meet &c And your Petitioner as in duty bound will ever Pray &c

Moses Bowman in his Proper Person

In obedience to the Commaind of the within Order I did on the 31st day of August AD. 1855 after having given Notice of the time & place of sale by advertisement in the Ohio State Journal a Publick Newspaper Printed in the Town of Columbus in general Circulation in the County of Union & also by an advertisement on the Court House Door & in five other Publick places in said County for more than Thirty days before the said 31st day of August. I expose the said Premises in this order described to publick Sale & Outcry & at such sale said Premises were sold to Chas Wotherway he being the highest & best Bidder for the same for the price of Three Dollars per Acre that sum being more than two thirds of the appraised Value of said Land & Premises & the best price that could be had for the same amounting to the sum of One hundred & sixty Eight Dollars which said purchase Money I now have in Court to be paid to the parties as this Court may Order & direct.

C. Winger Sheriff

~~Sheriff Fees~~

Commissioners one day Each	$3.00	
Surveyor one day	2.00	
Chainmanner & Marker	2.00	
Sheriff Fees advertising	1.50	
On Writ of Partition	1.00	
Mileage	30	
1 per cent of $168	1.68	7.57
	$ ~~4.23~~ 2.10	
Printers fees	$ 2.73	

C. Winger Sheriff

Union Com Pleas
A B Crows
vs
Hagans
Copy of Court Order

State of Ohio Union County ss

Moses B Brown & N & S Kazar } Union Court of common Pleas June Term 1833

This cause Comeing on to be heard at the present sitting of the court And the Court having examined the papers and proceedings thus far had upon Said petition And also upon a certain writ of Partition issued in the premises Wherein commissioners Were appointed to make Division of the Land described in Said Petition — And — who made report of their proceedings that upon their examination and view of Said Land they were of the best that Partition thereof could not Be made Without a Material Injury to the value of the Same And in conformity to the Statute in Such case made & Provided Appraised Said Land to the value of One hundred And Sixty Eight dollars the Said court confirm & Sanction Said proceedings And Neither party Electing to take the Land at the appraised value the court Order Adjudge & Decree — that a Sale be made of Same Land Described in Said petition And Such proceedings thereon had be return to the Next Term of this court

I Silas G Strong Clerk of the Said Court do hereby certify that the foregoing is a true Copy of the Order Entered in Said court in the above cause at the June Term thereof 1833

Witness My hand And Official Seal this 4th Day of July 1833

Silas G Strong Clk

Un Com Pleas

Moses B Corwin

v

N. T. L. Mazar

Writ of Partition

June 28th 1883.

In obedience to the command of the within writ, I had the within tract of land viewed by the oaths of three disinterested freeholders of the within named county, for the purposes within specified, and the proceedings therein the said freeholders have on the day of the said view & made their report which said report marked (A) I pray may be made a part of this my return

Service —	$1.00
Mileage	.90
	$1.90

C Vincent Sheriff

State of Ohio
Union County } To The Sheriff of said County Greeting

Whereas at a Court of common Pleas holden in and for said County at the court house in Marysville on the 6th Day of April 1833. Came Moses B Corwin The Demandant in a certain petition for partition filed & pending in said Court against Nathaniel Hagar & Lethrop Hagar Who being then and there represented by their Guardian Ad litem. And the Court being fully advised of & concerning the premises do order adjudge and Decree that a writ of partition issue in this case to the Sheriff of said County - In pursuance of which order

You are hereby commanded that by the oaths of Nicholas Hathaway Benj. Hopkins & John Reed Bd you cause to be apartied and set off to the Sd Moses B Corwin the Demandant the One Equal third part of the Land Designated & set forth in the petition of the petition to wit a piece of Land Bounded as follows to wit Beginning at a Stake in the State Road Leading from Mechanicsburg to Milford thence - Running North 80° East 78 poles two burr oaks thence S 10° 30' W. by the point of the needle at present 176 poles to five Elms Thence N 80° E 23 poles to a Bunack in said State Road thence with with said Road N 29 E 193 poles to the place of Beginning - being part of Survey No. 9998 be the same more or less. Also the Undivided third part in the following described tract of Land. Also Lying in said County of Union and bounded as follows to wit Beginning at five Elms in the Line of Nicholas Hathaways Survey being a corner of Robert Means Survey thence with said Means Line S 6° E 94 poles to said Hathaways corner thence N 49 W 8 poles

Thence N 10° E 60 poles to the place of Beginning and that you Make return of this writ on the first Day of our Next Term with your Doings thereon

Witness the Honorable Frederick Grant President of Our Court of Common Pleas at the Court house in Marysville this 8th Day of April 1833

Silas G Strong Clk

Served by leaving with each of the within named Defendants a Correct Copy as well of the within Subpoena as also a Copy of the Petition filed in this case by the Petitioner against the within named Defendants on the 30th day of January AD 1855 — Colson Wright Sheriff of Ro Co

Service — 65
2 Copys — 40
Mileage — 25
$1.30

Colson Wright
Mad B Brown
vs
Pet 6 hy
To Moses Rogers et al

State Of Ohio Union County ss

To the Sheriff of the County of Union Greeting

We Command you to summon Lathrop Kagar and Nathaniel Kagar Minors under age and Mat thew Gording Guardian Ad litem for said Minors to be and appear before the Honorable the Judges of the Court of common Pleas of the County of Union at the Court house in Marysville On the 1st Day of the next Term of said Court to answer unto the Matters and things contained in a petition filed against them in said Court by Moses B Corwin and have you then there this writ

Witness the Honorable Friedley Greene Esq president of said Court at the court house in Marysville this 24th Day of Jany 1833

Attest Silas G Strong Clk

Chancery Case File

Case No. 1832-CH-0004

No. 32-CH-4

Union Common Pleas Court.

David Mitchell et al
Plaintiff,

AGAINST

Alex Reed & Wife
Defendant.

Sept Term 1833.

Foreclosure,

DECREE FOR PLAINTF

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good conscience to have. your Orators pray your Honors to order proper ~~sufficient~~ legal notice to be given to said Defendants of the pendency of this proceeding, for your Orators say & so the truth is that the said Defendants have gone to parts unknown to your Orators without the limits ~~of the limit~~ of the State of Ohio. And your Orators &c.

Jno. E. Chapin
Solr for Complt.

Marion Com: Pls.
Davis Mitchell &c
& James A. Carey
vs
Alex. Rice &
Charles Rice
Bill in Chancery
Filed Sept 18th 1832
Silas L. Strong
Clk
Recorded

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

Humbly complaining sheweth unto your Honors your Orators David Mitchell Junr and James A. Creary, that on or about the tenth day of January AD 1828. your Orators became security for Alexander Rees, whom together with his wife Phebe Rees your Orators pray may be made Defendants to this bill, for the Payment of the sum of three hundred dollars to the President Directors & Company of the Franklin Bank of Columbus; that for the purpose of indemnifying your Orators as such security the said Alexander Rees together with his wife Phebe afterwards to wit on the twenty second day of May eighteen hundred & twenty eight, executed and delivered to your Orators an indenture of Mortgage conveying to them a certain tract or parcel of land lying & being in the County of Union. State of Ohio. on the waters of Big Darby Creek. bounded and described as follows, beginning at Vancamp Rees's southerly corner on the branch. a part of survey No 2929 thence N. 37° W. 55 poles with Vancamp Rees's line to Woods' line. thence S. 53° W. 81 poles to James Coolidges corner; thence S. 37° E. 56 poles to James Coolidges Easterly corner

thence N. 53° E. 81 poles to the beginning containing twenty nine acres of land, with the appurtenances to have and to hold the said described premises unto your Orators their heirs and assigns forever; but which instrument contains a condition that if the said Alexander should well & truly pay or cause to be paid unto your Orators the sum of three hundred dollars with the interest that might accrue thereon on or before the first day of August then next, that said Instrument should cease & be void; but in case default should be made in the said principal sum or the interest thereon your Orators were by said Instrument empowered and authorized to sell the said lands & from such sale to keep and retain in their hands the said sum of three hundred dollars & interest together with costs that might accrue. which said Instrument was duly acknowledged on the day of the date thereof by the said Defendants and your Orators pray that it may be taken and received as a part of this bill of complaint. And your Orators charge and to the truth is that on the 13th day of May A.D. 1828. they paid or satisfied the said sum of three hundred dollars to said President &

Directors of the Bank aforesaid, and so by reason of having become security for said Alexander suffered loss and damage to that amount. Your Orators however admit that the said Alexander on about the 13th of January A.1831 paid to them in money & notes on his own individual the sum of two hundred dollars, leaving at that time due to your Orators the sum of one hundred and twelve dollars principal and interest, which together with interest since accruing, is still due & unpaid & fraudulently withheld from your Orators by the said Alexander. ~~All which acts and doings~~ And inasmuch as your Orators are remediless at the common law and can only have adequate ~~redress~~ relief in this Court where matters of this kind are properly cognizable, to the end therefore that the said Defendants may full true & perfect answer make to the matters and things above charged & set forth upon their corporal oaths, and that a decree may be rendered against said Defendants in favor of your Orators for the sale of said mortgaged premises to satisfy the amount so due & owing to them, and that such other relief may be given them as they ought in equity and

Union Com Pleas

James A Curry &
David Mitchell
v

Alex^r Reed &
Thefe Reed —
Proof of Notice
Filed April 5th 1833
Silas G Strong
Clk

STATE OF OHIO, UNION COUNTY ss.
Union Common Pleas, September Term 1832.
David Mitchell & James A. Curry, *Complainants*
vs.
Alexander Reed & Phebe Reed, *Defendants*.
In Chancery.

THE day came the Complainants by their counsel, and having filed their bill of complaint against said defendants, charging them with making default in the payment of a certain sum of money secured to be paid by mortgage, and it appearing to the satisfaction of the court that the defendants are not residents of this State but reside in parts unknown to the complainants. On motion it is therefore ordered that of the pendency of this cause, be published in the Ohio Monitor, a newspaper printed in Columbus, in this state for the term of seven weeks successively prior to the next term of this court, to which term this cause is continued.

Attest—SILAS G. STRONG, *Clerk*.
Dec. 24, 1832.

The State of Ohio,
Union County ss. } Silas G. Strong being duly sworn maketh oath & saith that on or about the 24th day of December last he issued a notice of the annexed & above copy, to be published in the Ohio Monitor a News paper printed in Columbus Ohio, of general circulation in the County of Union aforesaid; that this deponent is a subscriber for said Newspaper & has regularly received the same; that on examining his files thereof, he finds that said notice has been regularly published in said Newspaper from the 24th day of December 1832 until the 6th of March 1833 being a period of more than nine successive weeks & further saith not.

Silas G. Strong

Sworn to and Subscribed
in Open Court this 5th day of April 1833

Wm Gabriel

Union Com Pleas

David Mitchell &
James A Curry
v
Alexander Reed &
Phebe Reed
Appraisement.
Filed July 18th 1833
Silas G Strong
Clk

Union Common Pleas

David Mitchell &
James A Curry
vs
Alexander Reed &
Phebe Reed

In Chancery
On Petition to Foreclose a Mortgage
We the Undersigned Freeholders
Being Summoned & Duely Sworn
by Silas J Strong Master Commissioner in chancery to view
and appraise the value in cash of the following tract of
Land - To Wit Twenty Nine Acres of Land Bounded and
Described as follows Beginning at the Southerly corner of
Vendeen Reeds Land on the tract a part of Survey No. 2929
Thence North thirty Seven Degrees west 55 poles with Vendeen
Reeds Line, To Woods Line, Thence S 53° W 81 poles to James
J Coolidges corner Thence S 37 E 55 poles to James J Coolidges
Easterly corner Thence N 53° E 81 poles to the beginning —
After actually viewing the above Described Lands we
do appraise the same to the Sum of two Dollars &
fifty cents per acre It being for the whole tract the Sum
of Seventy two Dollars & fifty Cents in cash
Given under our hands and Seals this 18th Day of July
A D 1833

Cyprian Lee (Seal)

A. Pollock (Seal)

W. L. Sawyers (Seal)

Union Con. Ohio
Inquest of Lands
Alex & Flake Lewis
Returned Sept 5th
1833

Con

State of Ohio Union County ss

In Pursuance of the requirements of the within Order I did proceed to call an Inquest To Wit Cyprian Lee Wm C Lawrence and Alexander Pollock Three Judicious & Disinterested Freeholders of the county and of no kin to either of the parties who after being duly sworn and having actually viewed the premises made Return that they valued the same to be worth in Money the Sum of $2.50 per Acres Making the Whole to amount to the Sum of $72.50 which said View was had & Return made on the 18th Day of July 1833. And that Immediately there after and More than thirty days prior to the 31st Day of August I proceeded to advertise that I would proceed to sell said premises at public vendue and outcry at the Door of the court house in Marysville which said Advertisements was Published in the Ohio Monitor printed at columbus in this State and also Set up in five public Places in the county two of which were in the Township where the Land lies and that for More than thirty days prior to said Day of Sale to wit the 31st Day of August 1833 - And that on said ~~day~~ 31st day of August I did proceed to offer said Land at public Sale and then & there did strike off and sell the same to James Cuny for the Sum of Seventy five Dollars he being the Highest and best bidder and having bid more than two thirds the appraised value thereof -

Silas Armstrong Marshal Union
County Ohio

State Of Ohio Union County ss

To The Master Commissioner in Chancery Greeting

Whereas at the Union County Court of common Pleas which in chancery Sitting at The Term of June A D 1833 David Mitchell & James A. Curry obtained the Decree of said court as follows. This Day Came the Complainants by their Solicitor and the Defendants failing to Plead Answer or Demur to the bill of complaint by the complainants Exhibited It is therefore ordered adjudged and decreed that the that the Said bill and the Allegations therein contained be taken as confessed and the court having Examined said bill together with the Mortgage & Promisory Note therein set forth, do find the equity of the Case with the complainants. And that there is now due to the Said complainants and Secured by Said Mortgage the Sum of One hundred and Twenty Eight dollars and thirty two cents It is further Ordered adjudged and decreed that the Master Commissioner in Chancery of this court do proceed to Sell the mortgaged premises in Said Bill and Mortgage mentioned and Described at public Sale having caused the Same to appraised and advertised according to the provisions of the Statute Regulating Judgements & Executions - and that he make return of his doing at the next Term of this court - Now therefore these are to Command you that in pursuance of the foregoing order a Decree you do proceed to Sell Said Land to wit - a certain Tract of Land Situate in Union County on the water of big Darby creek - bounded and Described as follows Beginning at Vendeven Reeds Southerly corner on the branch, a part of Survey No 2927 Thence N 37° W 55 poles with Vendeven Reeds Line to Woods Line Thence S 53° W 81 poles to James Coolidges corner Thence South 37° E 56 poles to James Coolidges Easterly corner Thence N 53 E 81 poles to the beginning containing Twenty nine acres of Land

with the appertenances and that you proceed in conformity to the requisitions of the foregoing order & the Statute of Ohio regulating Judgements & Executions And that you report your doings thereon at the next Term of this court

Witness The Honorable Frederick Grimke President of Our Said court at the court house the 4th Day of July 1833

Attest Silas G Strong Clk

Master's fees Day sitting inquire — 1.00
do Mileage 6 miles — 30
do Advertising at ul — 1.25
2 posts — 75 — 1.50
Mailing fee — 48
State fee — 4.98½
Sheriff fee — 5.00
additional fee — 1.50
16.81½

Silas G Strong
Master Comr –

To & Deed
James A Curry

Filed & Recorded
January 15th 1884 in
Book 4 Page 339/40 &
41 D B Smith Recorder
of Mecklenburg Co

Fees $1.00

Know all Men by these presents that Whereas on the 28th day of June in the year of our Lord One thousand Eight Hundred and thirty three at the Union Court of common Pleas While in chancery sitting Came David Mitchell and James A Curry Complainants as Alexander Reed and Phebe Reed Defendants; by Jon^a E Chaplin then Solicitor and the Defendants having failed to Plead answer or demur to the Complainants bill of complaint; among other orders and Decrees it was then and there by the court Ordered adjudged and decreed, that the Master Commisioner in Chancery of this court do proceed to sell the mortgaged premises in said bill and mortgage mentioned and described at public sale having caused the same to be appraised and advertised according to the provisions of the Statute in such case Regulating Judgements and Executions and that he make return of his doing at the next Term of this Court

And Whereas On the Seventeenth day of September in the year 1833 I Silas G Strong the Master Commisioner in chancery as aforesaid Made report of my doing by virtue of the foregoing order to Wit That on the Eighteenth day of July 1833 I had caused the said premises mentioned to be appraised by Cyprian Lee Wm L Laurence and Alexander Pollock three Indifferent Disinterested freeholders of the County Who after being Duly Made report to me under the solemnities of their oaths that they appraised the said premises to be worth in money after actually viewing the same at Two Dollars & fifty cents per acre amounting in all to the sum of Seventy two Dollars and fifty cents. And that I had on the 31st day of august Between the hours of ten o'clock A M and four o'clock P M of said Day at the Door of the court house in the Town of Marysville in said county of Union First having advertised the time and place of sale as required by the Statute Regulating Judgements and Executions

And that I did then and there at publick Vendue and out
offer Said Land for Sale and did then and there Strike of and
Sell the Same to James A Curry he being then and there
the highest and best Bidder therefor and having bid
More than two thirds of the appraised value thereof -
to wit the Sum of Seventy five dollars he then and then
became the purchaser of Said Land and premises in
Said Bill and Mortgage Mentioned for the Sum of
Seventy five Dollars; And it appearing to the Satisfac
tion of the Court that in all things pertaining to -
the premises the Master Commissioner had proceed
ed agreeably to the former order of this court and
the Statute in such case Made and provided and
the usages in cases in chancery And that he had
Sold the Mortgaged premises for more than two
thirds the appraised value thereof Whereupon the
Court confirmed the Sall Made by him as afore
said and order that he Make a Deed of the prem
ises to the Purchaser James A. Curry - - - -
Now Therefore This Indenture Witnesseth -
that for and in Consideration of the premises afore
said and for and in consideration of the Sum of Seven
ty five dollars the purchase Money aforesaid and for
and in consideration of the further Sum of Two dollars
to me in hand paid hereof I Silas G Strong Master
Commissioner in chancery for the Court of common
Pleas in and for Union County Have in My official
Capacity as Master Commissioner Granted bargained
Sold conveyed and confirmed and by these pres
ents do in My Said Official Capacity as Master -
Commissioner Grant Bargain Sell convey and con
firm unto the Said James A Curry and unto his
heirs and Assigns forever all that tract piece or par
cel of Land aforesaid as Mentioned in the Said
bill & Mortgage and by me Sold to him to wit
a certain piece or parcel of Land

Desenbed in said Bill and Mortgage as follows to wit Twenty nine acres of land bounded and Desenbed as follows to wit Beginning at the southerly corner of Vandever Reeds land on the on the branch a part of Survey No 2929 Thence N 37 W 55 poles with Vandever Reeds Line to Woods Line Thence South 53 W. 81 poles to James Cooledges Corner Thence S 37° E 56 poles to James Cooledges Corner Thence N 53° E 81 poles to the beginning To Have and To Hold the said land & premises with all and singular the Improvement privileges and appurtenances thereunto belonging or in any wise appertaining To him the said James A Curry and to his heirs forever In Testimony Whereof I Silas G Strong in My Official Capacity as Master Commissioner in Chancery have hereunto set My hand and Seal this 6th day of January A D 1834

Signed Sealed and Delivered in presents of us

Silas G Strong Master Commissioner in Chancery (Seal)

William W Steele
Ira Wood

State of Ohio Union County ss

Personally Came before me Ira Wood Esq one of the Justices of the peace in and for the county aforesaid Silas G. Strong Master Commissioner in Chancery and Acknowledged that he had Executed Signed Sealed and delivered the foregoing Deed in his Official Capacity as Master Commissioner in Chancery for the purposes therein Expressed Given Under My hand and Seal this 7th Day of January A D 1834

Ira Wood
Justice of the Peace

David Mitchell &
James A Curry
vs
Alexander Reed &
Phebe Reed

In Chancery

By virtue of an Order of the court of common Pleas of Union County to me directed I shall offer for Sale in the above case at the door of the court house in said County on the 31st day of August next That Tract or parcel of Land lying and being Situate in said County on the Waters of Darbys creek Bounded and described as follows to wit Beginning at the Southeasterly corner of Vendee Reeds Land on the branch a part of Survey No 2929 Thence N37° W 55 poles with Vendee Reeds Line to Woods Line Thence S53° W 81 poles to James F Coolidges Corner Thence S37° E 56 poles to James F Coolidges Easterly corner Thence N53° E 81 poles to the beginning Containing Twenty-nine acres of Land

Silas G Strong
Master Commissioner in Chancery

Chancery Case File

Case No. 1832-CH-0005

No. 32-CH-5

Union Common Pleas Court.

Lyne Starling adm'r
Plaintiff,

AGAINST

David Reeds Heirs,
Defendant.

JUN TERM. 1835

Sale of Land,

DECREE FOR PLAINTF

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Union Com. pleas
In Chancery

vs

Lyne Starling adm of
Lucas Sullivant dec'd

vs

Margaret Reed et al

vs

File in chy.
Filed Sept 18th 1832
Silas G Strong
Clk

Nov 29 1833

Samuel Reed 3d

April 17. 1834

To the Honorable the President and his associate judges of the Court of Common Pleas in and for the County of Union State of Ohio in Chancery sitting

Your Orator as administrator of the estate of Lucas Sullivant deceased humbly sheweth unto your Honors that in the year one thousand eight hundred and nineteen one David Reed then in full life but since deceased entered into an agreement for the purchase ~~of~~ from said Sullivant (then in full life but since deceased) of the following lands situate in said County: One hundred and sixty one acres and an ~~half~~ acre, in a certain entry in the name of Robert Stays and said Sullivant and said 161½ acres being situate on the lower side of Darby Creek and bounded as follows Beginning at an ash and elm upper corner on the ~~Creek~~ Mouth of Mary No. 4277 thence down the creek with its meander. S52E 10 pole, S.75.E 16 poles, S. 60 E 14 poles, S. 40 E 20 poles, N.75E. 38 p S81 E 5½ poles to a small walnut; thence leaving the creek S. 38.E. 145½ poles, to two burr oaks; thence S. 53 W. 104 poles to a stake thence N. ~~38~~ 83 W. 100 poles, to three burr oaks thence N. 7 E 186 poles to the beginning reference being had to the agreement between said Sullivant and Reed and the plat, so filed in a certain cause lately pending in the Court of Common pleas and Supreme Court of Union County wherein your orator was plaintiff and said Reeds administrator was defendant (hereafter mentioned) for a more particular description of said premises and the terms of said agreement. Your Orator further sheweth that said Reed during his life time and his representatives since his decease neglected and refused to make full payment for said premises and your Orator as administrator of said Sullivant died on the twentieth day of September in the year 1830 obtain judgment against ~~the~~ Stephen McLain as administrator of said Reed (who as such your Orator prays may be made party defendant to this bill) in the Supreme Court of said County for the sum of seven hundred and sixty eight dollars and fourteen cents the amount of the consideration money then justly due from said Reed to said Sullivant for said land and also the sum of twenty five dollars and 37½ cents Cost. to be levied of assets so all which will more fully appear by ~~inspection~~ reference to the files and records of said Court.

Your orator further sheweth that the estate of said Reed is insolvent there not being personal property sufficient to pay the debts of said estate and that the premises above described are

not sufficient to pay the above judgment yet your Orator insists that the proceeds of the sale of the following lands of which said Reed died seized will together with the above mentioned premises be fully sufficient to pay the full amount of the debts owing by said Estate to wit: 178 acres in Union County on the west side of Darby creek the same whereon said David formerly lived bounded as follows: Beginning at a corner formerly made for said Rees on the bank of the creek on a walnut and stump of hickory sapling thence with the creek down East 20 poles N. 39° E 18 poles due East 27 poles N. 73° E 20 poles N 40° E. 20 poles N 70° E 30 poles S 52 E 110 poles S. 31° E 21 poles S 38 E 31 poles S. 15° E 46 poles to an elm and dogwood thence S 53 W 100 poles to a white oak, thence N 87° W 74 poles to two white oaks; thence S 53 E 23 poles to two white oaks; thence N 37 West 160 poles to the beginning Reference being had to the deed of Lucas Sullivant and wife for descriptions recorded in Franklin County Book C. p. 203 made to said David 29 June 1805.

Your Orator further sheweth that said Reed died having Margaret Reed his widow who is still living and the following children his sole heirs: Thomas Elizabeth Jane Samuel Cephas Cynthia and Lydia; the three last named are minors — Jane is in Termarried with ~~Thos Orahs~~ Lucesta Mar and Elizabeth has intermarried with James Cochran —

Your Orator prays they may be made parties defendants to this bill The said McClain hath paid nothing on said judgments and he knows there is not personal property ~~sufficient~~ to pay the same: yet he neglects and refuses to apply to the Court of Common Pleas of said County for an order to sell said real estate and your orator is wholly unable to collect said judgment there being no personal goods or chattels whatever which an execution could reach. All which is contrary to equity and good conscience &c and your Orator is remediless at law. ~~Your Orator~~ To the end therefore that said administrator and widow and heirs of

said Reed may true and full answer make to the matters above set forth as if particularly interrogated upon them and especially that said Reed may answer and say whether there is any goods or chattels or sufficient personal property to pay said judgments and whether it is not necessary to sell said lands and what is the amount of the personal property and the debts due to and owing from said estate and on the final hearing that this Court decree a sale of said premises after set off to the widow her dower in such part as she may be entitled to and that pay the amount of said judgment &c and the costs herein out of the proceeds of such sale &c and that subpoena issue and guardian ad litem appointed to the infant Defendants &c.

G & J. R. Swan
Solrs for Compt.

Rec'd
Dec 28

Served the within on Margaret Reed Fanny Myers
Jr Stephen M Lane Samuel Reed & by the Reed
By Reading in the presents &
hearing March 1st 1837
and on Thomas Reed Josephus -
& Lydia Reed by copy - also on
~~Sam'l Reed by~~ Reading

Service	95
Mileage	60
Service	60
Copy	20
	2.35

Elizabeth Cochran

C Wright Sheriff

Union Common Pleas

Joyce Starky &c

vs

Margaret Reed et al

In Chancery Subpoena

Sept 24th 1832

The State of Ohio
Union County } To the Sheriff of said County Greeting
We command you to summons Stephen McLain admr of David
Rees Late of said County Dec^d Margaret Rees the Widow of said
Dec^d Thomas Rees Elizabeth Coenen Late Elizabeth Rees Saml
H Rees Josephas Rees Jane Ewen Late Jane Rees heirs of
the said David Rees Deceased also Cynthia Rees &
Lydia Rees minor heirs of said Deceased to appear
before the Honorable the Judges of the court of com
mon Pleas at the Court house in the Town of Marys
ville on the 1st Day of Our next Term to answer
unto Lyne Starling the charges and Allegations
in his certain Bill filed in the chancery side of
this court against them and have you then
there this writ Witness The Honorable Frederick
Grimke Esq President of Our
said court at the court house
this 24th Day of Sept 1832
Silas G Strongleth.

~~Not found in Adams County~~
~~[illegible] 1838~~
~~[illegible] Sheriff~~

I hereby Authorize and depute
John A. Steele to serve the within
Summons Sept. 16 1838
[illegible] Sheriff

Served by reading the within to the within
named Defendant on the 18th day of Sept.
1838 Fees 45 cents [illegible] Sheriff
Philip 45
90

Plaintiff's Plea
Lyman Stanley
vs
Margaret Reed et al
In Chancery

State of Ohio Union County ss

To the Sheriff of Union County Greeting —

We Command you to Summon ~~Scotter Cochran~~ ~~and James Cochran his wife~~ James Cochran and Elizabeth his wife to appear forthwith before the Honorable the Judge of our Court of common Pleas at the Court house in Marysville to answer to a Bill in chancery filed against them by Lyne Starling adm^r of Lewis Sullivant and — have you then there this writ

Witness the Honorable Frederick Grimke Esqr President of our said Court at the Court house this 26th day of Sept 1833

Silas G Strong Clk

Union Com. Pleas

Lyne Sterling
vs
in Chy
Margaret Reed et al
Subpoena

Filed Sept 12 1833
Silas R Strong
Clerk

Served on the within named Lester Reed & Jane Reed by reading same

Mileage - - - - - - - - - - - - 20
Fees - - - - - - - - - - - - 50

Wm Pierce Sheriff

Rec the within subpoena to be served & return
September 12 1833
Mileage - 40 cents Serve fee 20

Lester Reed
Jane Reed

State Of Ohio Union County ss

To the Sheriff Of Said county Greeting

We command you to Summon Lester Myers
And Jane Myers his Wife Late Jane Reed

To appear before the Honorable the Judges of
Our court of common Pleas at the court house in Marys
ville on the first Day of Our Next Term to answer unto
Lyne Starling admr of Lucus Sullivant Dec'd the Matters
and things charged in a certain Bill in chancery filed
by him in Our Said court against Margaret Reed &
others and this they shall in No wise Omit And have
you then there the writ

Witness the Honorable Frederick Grimke
President of Our Said court at the
court house this 1st day of Sept 1833

Silas G Strong Clk

Lucas Sullivan's
to } Contract
David Reed

425:4
4:83
429:87
644:
1073:87

212
104

36.00
9.77
136.00
34.68
128.00
34.36
373.83

424.84
3.18
428.02
644
1072.02
373.83
698.19

cost on 161 acres
4
644
2
38:64
11
424:84
644
1068:84

425:4
644

These presents witnesseth that Lucas Sullivant has Agreed to sell unto David Reed the ballance of the land that may remain in the limits of the entry made in the name of Robt Mays & Lucas Sullivant on which the said Reed now lives After deducting there from the amount of land heretofore sold to said Reed by said Sullivant out of said entry & also the land sold to Alexander Reed by said Sullivant out of the said entry as may appear & be ascertained by reference to the writings between the parties relative thereto. The said Reed agrees to pay said Sullivant at the Rates of four dollars p acre for the said land whatever it may be, with Interest from this date, which he agrees to pay as may suite his Convenience, within four years from this date — And as said Sullivant has not Obtained his pattent from the United states, But holds it by purchase only. It Agreed by & between the said Reed & said Sullivant that should he the said Sullivant finally not be able to obtain a pattent or legal title to the said land, & the said Reed should be legally evicted from possession of the same that he the said Sullivant will then & in that case refund to said Reed his heirs &c at the same rates of four dollars p acre with Interest from such Conviction for each & every acre so sold & paid for — That said Sullivant may not make good his title for. In Witness whereof the parties have hereunto set their hands & seals the Third day of August 1819

Lucas Sullivant (Seal)

David Reed (Seal)

Surveyed by Wm ~~Sullivant~~ S. Sullivant and found to be 161½ acres

~~intrust to August 30 1820~~

~~644.00~~
~~4~~
~~231.84~~
~~875.84~~

~~intrust to Feb 16 1826~~
~~is $20.69~~

Union Common Pleas

Lyne Starling adm of the
vs
D Reeds Heirs

Vendi

Decree	954 27
Accruing costs	7 52
Vendi &c	35

Int on 954 27 since
the 17th April

Received this execution
Oct 26 1854 G Wm D Sheriff

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

We command you that those Lands and Tenements of Thomas Reid Samuel Reid and others the Heirs at Law of David Sole of Union County Deceased Which you Lately took in to your hands and which Remain unsold you expose to Sale to Satisfy Lyne Starling Administrator of Lucas Sullivant the Sum of Nine hundred fifty four Dollars & twenty seven cents ($954.27) which by the Decree of our Court of Common Pleas within and for the County at the April Term thereof AD 1834 Lyne Starling Admr of Lucas Sullivant Recovered against the Heirs of said David Reid With Interest thereon since the 17th Day of April 1834 untill paid and have the Money arising from such Sale before our said Court of common Pleas on the 1st Day of their next Term to Render unto the said ~~Ly~~ Lyne Starling ~~Together~~ the Same to gether with the Sum of $7.52 accruing costs and have you then there this writ

Witness the Honorable P. R. Swan Esq President of our said Court at the court house this 25th Day of October 1834

Silas G Strong Clerk

Dear

Mary Ann

by

Rud. Very

Condy dear

Lyon Gladley Adr. of Lucas Sullivant

7

Thomas Reed
Elizabeth who is intermarried
with James Cochran
Jane who is intermarried
with Lewis Wren
Samuel Reed
Cephas Reed
Cynthia Reed
Lydia Reed
Stephen McLain
Adr. of Daniel Reed
and
Margaret Reed widow

In Chancery.

This day came the complainants by their counsel and the defendants
then failing to appear and plead answer or demur to the
petition of the complainants, it is therefore ordered by the court
that the facts petitioned of the complainants and the matters
and things therein contained and set forth be taken as for confessed. And the court
hereby do further find that the amount due said complainants with
the costs and interest on the judgment recovered by the complain-
ants on the 20th day of September AD 1830 in the Supreme Court
of the State of Ohio in and for the County of Union against the
said Stephen McLain administrator of said Daniel Reed
is Nine hundred & thirty seven dollars 33/100 — and the court hereby
do further find that the said Daniel Reed entered into the agre-
ment to purchase the land of the said Lucas Sullivant

in the his specified bounds beginning at an elm and an ash
upper corner on the creek to Fronty No 4277 thence down the creek with its meanders
S. 52 E. 10 poles S. 75 E. 16 poles S. 60 E. 14 poles S 40 E. 20 poles N. 75 E
38 poles S. 81 E. 52 1/2 poles to a small walnut – thence leaving the creek
S. 38 E. 145 1/2 poles to two white oaks – then S. 53 W. 104 poles to a stake
thence N. ~~38~~ 83 W. 122 poles to three black oaks – then N. 7 E. 186 poles to
the beginning – by part of an entry in the name of Robert Hays and
Lucas Sullivant in the county of Union – the court then on
further proof that the said David Price died seized in
fee of the following described tract of land in the bounds
to wit 178 acres on the west side of Darby creek the same
whereon the said David formerly lived – beginning at a
corner formerly made by said Price at a walnut in
Lucking's supline then down the creek with its meanders
to an elm & dog wood – then S. 53 W. 100 poles to a white oak
thence N. 37 W. 74 poles to two white oaks – then S. 53 E. 23
poles to two white oaks – then N. 37 West 160 poles to the beginning
which was deeded by Lucas Sullivant Surveyor to the said
David Dec 29th 1805 recorded in Franklin County Book
C. page 203 – It is therefore ordered adjudged and decreed
that the Sheriff of this county who is hereby appointed
special master commissioner for this purpose sell said
tract of land or so much thereof as will pay the amount
due said complainant with the interest thereon from this
day & the costs of this suit, subject to the dower in each lot of the said Margaret,
as on judgment and execution
at law and that process in the nature of a fieri facias
or law issue for that purpose and that said complainant
be paid out of the said sum of $939 33/100 with interest from this date
& the costs of this suit and bring the residue into court

at our next court to which the order of this court to which time this cause is continued.

Queen Con Plas.

Appeal: Starting and
4 & 3 Officers

The Heirs of James Ross

Judgment Debt $939.33

Costs:

Docket fee & Sum — 5.20
Clerks fee — 6.19
Sheriff fee — 3.75
$954.27

Ant. fees Appeal
17th 1834 — —

$

Interest &c. 0.33½

This Execution &c.
Fees — $ Sheriff — 35
Summons & copy — 1.00
Mileage — 30
Advertising — 1.37½
Crier fee — 2.50
Appraiser fees — 1.50
$7.42

C. Wright Sheriff

July 24 1834

Levied on goods & Chattles found where on to levied in my bailwick. Agreeable to the within Command I have levied on a certain tract of Land known & designated as follows ~~to~~ to wit 161½ acres of Land bounded as follows beginning at an elm and one on a upper corner on the Creek thence down the Creek with the meanders S 52 E 10 poles S 7 E 16 poles S 50 E 14 poles S 40 E 20 poles S 7 E 38 poles S 81 E 42½ poles to a small walnut thence ~~along~~ thence ~~[illegible]~~ S 43 W 104 poles to a stake thence North 98 W 142 poles to ~~to~~ three hickories thence N 9 E 186 poles to the beginning, the 150 acres west side of Derby Creek beginning at a corner formerly made by said Ked at a walnut & hickory sapling thence down the Creek with the meanders ~~to~~ an elm and sapwood thence S 43 W 100 poles to a white oak thence N 37 W 74 poles to two white oaks thence S 43 E 62 poles

State of Ohio, Union County ss

To the Sheriff of said county Greeting

We command you that of the goods & chattels of Thomas Reed Elizabeth Mochran Late Elizabeth Reed Jane Evans Late Jane Reed Samuel Reed Cephas Reed Cynthia Reed Lydia Reed as Heirs at Law of David Reed Deceased Stephen McLain as administrator of said Reed & Margaret Reed as widow & Relict of said David Late of your Bailiwick you cause to be made the Sum of Nine hundred and thirty Nine Dollars and thirty three cents Together with the Sum of $14.94 The cost Recovered herein With Legal Interest thereon to be computed at six per cent per Annum from the 17th Day of April 1834 untill paid And for want of goods & chattels you cause the same to be made of the Lands tenements and hereditaments of the said heirs of the said David Reed Deceased Which Sum Lyne Starling Administrator of Lucius Sullivant Late in the Union Court of Common Pleas Recovered against them Whereof they are convicts as appears to us of Record And that you have the Same before the Honorable the Judges of the court aforesaid at the court house in Marysville On the 1st Day of our next Term to render unto the said Lyne Starling admr aforesaid the said Sum of $939 33/100 and costs aforesaid and costs that may accrue hereon And have you then there this writ

Witness the Honorable Joseph R Swan Esq President of our said court at the court house this 23d day of June 1834

Silas G Strong Clerk

To two White oaks thence N 37 W 160 poles to the beginning Not Sold for want of Bidders

In persuance of the Command of the within writ Did proceed to Sell the Land Mentioned and Described in the within writ. And after Duely advertising the time & Place of Sale - I proceeded On the 8th Day of June 1835 to offer the Same at Vendue & publick Out cry and at the Door of the court house in Maysville Did Strike off and Sell the Same to Samuel Reed for the Sum of $1850.00 he being the highest & Best Bidder & Having bid More than two thirds the Appraised value thereof - and he having paid the Said Sum I do Now present the Same here in Court for the further order of the Court in the premises

C Wingfield Sheriff

Printers fees	$6.00
Advertising in Retting	1.00
Postage - - -	10
	7.10

Mason Circuit Court Pleas

Lynn Martin Adm
of Lucien Plummer
vs
The Heirs of Samuel Reed
Executors

State Of Ohio, Union County ss

To the Sheriff of Union County Greeting —

Lyne Starling Administrator of Lucas Sullivant Decd
vs
Margaret Reed and Others the heirs of Dawn Reed Decd

In Chancery —
April Term 1834 to wit
April 17th 1834

This Cause Came on to be heard on the bill answer & Exhibits and was argued by counsel On consideration Whereof It is Ordered and adjudged by court that Calvin Wright who is hereby appointed Special Master Commissioner for that purpose proceed to Sell Said Tracts of Land in the Bill Mentioned ~~then~~ Described to wit 16½ acres beginning at an Elm and an ash Sapling corner on Darbys creek thence Down the creek with the Meanders S 52° E 10 poles S 75° E 16 poles S 60° E 14 poles S 40° E 20 poles S 75° E 38 poles S 81 E 52½ poles to a small walnut Thence Leaving the Creek S 38° E 145½ poles to two burr oaks. Thence S 53° W 104 poles to a Stake Thence N 38° W 122 poles to three Burr oaks Thence N 7° E 166 poles to the beginning Being part of an Entry in the name of Robert Rays and Lucas Sullivan in the county of Union Also 178 acres on the West side of Darbys creek the Same whereon the Said Dawn Reed formerly lived Beginning at a Walnut a corner formerly made by Said Reed and a Hickory Sapling thence Down the creek with the Meanders thereof to an Elm & Dogwood Thence South 53° W 100 poles to a white oak Thence S 37° W 74 poles to two white oaks Thence S 53 E 23 poles to two white oaks Thence N 37 W 160 poles to the beginning — Now therefore you by Virtue of the foregoing Order We Command you to proceed to Sell the foregoing tracts of Land according to the provisions of the State Regulating Judgments & Executions — Subject to the Dower of the Said Margaret Reed. And that you bring the Money into court at the next Term to Abide the Order of Said Court & have you then there this writ.

Witness the Honorable Joseph R Swan President Judge of our Said Court at the court house this 27th Day of April 1835

Silas G Strong Clk

Chancery Case File
Case No. 1832-CH-0006

No. 32-CH-6

Union Common Pleas Court.

James Buck Admr
Plaintiff,

AGAINST

Patrick Conner,
Defendant.

APR TERM 1834

Sale of Land.

DECREE FOR PLAINTF

Journal 1 Page 178

Record No. No Record Page

Ex. Doc. 1 Page 133

The within order having regularly come into my hands as Administrator of James Cannon Deceased & Patrick Cannon the only Heir of said Estate having since the issuing of this order & before the sale had under it paid into my hands as such Administrator a sum of Money equal to the amount of Debts owing by said Estate all further proceedings by me under this order are for the reasons above mentioned suspended

26th Augt 1834.

James Buck Admrtor
of James Cannon

Amen Com Fees
James Buck admr of Jas Cannon
vs Petition of Pat
Patrick Cannon
Filed August 26 1834
Silas Strong
Clerk

State Of Ohio Union County ss.

Union Com. Pleas April Term 1834

James Buck adm. of
James Conner Dec.
vs
Patrick Conner

On Petition to Sell Land.
The administrator to whom
Was decreed an alias order
of Sale. Having returned
into court here that he could not sell the premises in the
Writ Mentioned, by reason that two thirds the appraised
value thereof was not Bid and the court having Examined
the proceedings find them Legally And Order that said
Administrator Sell said premises for not Less than
Three dollars per acre according to the Statute in
such case Made and provided And of his proceedings
Make return to this Court at the next Term thereof
I Silas G Strong Clerk do hereby certify that the foregoing
is a correct Copy of the Original Order Entered at Our
April Term 1834

Witness my hand and Official Seal at
Marysville this 10th Day of June 1834

Silas G Strong Clerk

Union Com Pleas

James Buck admr.
of James Connor
v. } Petition to sell Land
Patrick Connor

Filed Sept 19th 1832
Silas G Strong
Clk

Sept term 1832 / To the Honorable the judges of the court of Common Pleas within and for the County of Union Now Sitting

Your Petitioner James Back administrator of the estate of James Conner Deceased who left one Patrick Conner his only heir and Legal Representative represents unto your honors that he has fully administered on all the personal property belonging to said estate which was insufficient to pay the debts owing by said estate And your Petitioner further represents unto your honors that at a former term of the court he obtained an order for the sale of one half of one hundred ~~acres~~ and forty five acres of land owned by the same said James Conner at the time of his death being a part of Military Warrant No 5733 in the Virginia Military District in the County aforesaid. And your petitioner further represents that at said sale William Beathard became the purchaser of said land at two dollars ninety six and one fourth cents per acre which sale amounted to the sum of two hundred and fourteen dollars & sixty cents being the best price that could be had for the same. And your petitioner further represents that the sale of said land together with the sale of the personal property of said estate amounts in the whole including some debts owing to said estate which he has been able to collect to the sum of three hundred and sixty dollars and fifty four cents. And your petitioner further represents that debts to the amount of four hundred & fifteen dollars & thirty cents have been exhibited to your petitioner as administrator of said estate for payment which your petitioner believes to be just which will leave an insufficiency of property in the hands of your petitioner to pay the debts owing by said estate of one hundred sixty nine dollars fifty four cents four mills and your petitioner further represents unto your honors that the estate of James Conner yet owns seventy two and one half acres of land being the remaining half of one hundred and forty five acres ordered to be sold at a former term of this court as will appear by the record and proceedings in said petition which your petitioner prays may be taken and considered as a part of this his petition wherefore your petitioner prays your honors to enables him by an

order

of this honorable court to sell the residue of said land or so much thereof as will enable him to pay the said sum of one hundred and sixty nine dollars fifty five cents and four mills yet owing by said estate as aforesaid according to the provisions of the statute in such case made and provided and your petitioner as in duty bound will ever pray &c

Moses B Corwin
Att for Petitioner

Union Com Plcy.

James Buck adm &c
vs Subpoena
Patrick Connor —

In Chancery —

Sept Term 1852 —

Servd December
29 - 1852

By reading in the
presence & hearing of
Deft

Serve 35
Mileage 55
90

C. Whipple Sheriff

The State of Ohio Union County ss

To the Sheriff of said County of Union Greeting

We command you to summons Patrick Connor to be and appear before the Honorable the Judges of our Court of common Pleas at the court house in Marysville in the County of Union on the 1st Day of our Next Term to answer the Petition of James Buck adm of James Connor Dec. wherein he prays authority to Sell the Lands of said Estate and have you then there this writ

Witness the Honorable Frederick Grimke Esq President of our said court at the Court house this 24th Day of Sept AD 1832

Attest Silas G. Strong Clerk

Union Com Plas

James Buck Admr

vs & Court Order

Patrick Connor

Amt Dmd $
Sept 18th 1832 $ - 16.9.54

Court of common Pleas Union County June Term 1833

James Buck Administrator

vs } Petition to Sell Land

Patrick Connner

This Case came on to be heard and it appearing to the Court that Due Notice of the pendancy of this petition has been Given to said Patrick Connner the Defendant therein Named according to the Statute in Such Case Made and provided. And the court being further Satisfied that It is Necessary to Sell the real estate or some part thereof belonging to said Intestate and Described in said petition. to pay the debt yet due and owing by said Estate. It is ordered by the Court that James Ewing Andrew Noteman & David Chapman three disinterested Men of the County to view the Lands and tenements Described in said petition. and Appraise the same. and Make report of his appraisment To the Next Term of this court according to the provisions of the Statute in Such Case Made and provided and that this causse be Discontinued

A True Copy of the Court order
Witness my hand and Offiecial Seal
At Marysville June 3d 1833

Silas G Strong Clerk

To the Court of Common Pleas of
Union County

In compliance with your order to us
directed we (after being sworn as the law
direct) proceeded and viewed the land
belonging to the Estate of James Conner
deceased and do appraise the same at Six
dollars per acre supposed to contain 72 2/3
acres amounting to — — — $436.00
Given under our hands this 25th
day of June 1833

David Chapman
James Irving
Andrew Coleman

Appraisers

72
6
432
4
$436

In obedience to the Command of the within Order I did on the 8th day of August A.D. 1833 between the hours of 10 o'clock & 11 & 4 o'clock P.M. of said day at the Door of the Court house in the Town of Ellwyrville in said County after having given the notice of the time & place of sale required by the Statute in such case made & provided offer the Land & Premises within described at Public Vendue which said Land & Premises were not sold for want of Bidders

16th Sept. 1833

James Buck
Administrator of
James Conner

Wm. Conn Plff
vs
James Buck Adm
Fabian Conner
Filed Sept 16th 1833
Atlas G. Shipp

James Buck admr of James Conner Decd
vs
Patrick Conner

Union Common Pleas
June Term 1833
Petition to Sell Land

This cause comming on to be heard and it appearing to the court that the appraisers appointed at Last Term of this court have appraised the Lands in said petition Described To Six Dollars per acre amounting to four hundred and Thirty Six Dollars The court approve the report of said Appraisers and Order the Said Administrator to advertise and Sell Said Lands according to the provisions of the Statute in Such case made & provided One-third of the purchase Money to be paid in hand One third in Six Months and the remainder in one year from the day of Sale

I Silas G Strong Clerk of Said Court certify the above to be a true copy of the Order of Court made in the above case at the June Term 1833

In Testimony Whereof I have hereunto Set my hand and Official Seal at Mansfield this 25th Day of July 1833

Silas G Strong Clerk

In obedience to the command of the within order I did on the 25th day of December A.D. 1833 between the hours of 10 O'Clock A.M. & 4 O'Clock P.M. of said day at the door of the Court House in the town of Marysville in the County of Union after having given the Notice of the time & place of sale according to the statute in such Case made & provided, offer the Land & Premises within described to public vendue which said Lands were not sold for the want of money bid - the same bid not being two thirds the appraised value of said lands & Premises &c

April 14th 1834.

James Buck Adm
of James Cornea
Dec

The amt. was $350-

Sheriff's Ret. of Sale
James Buck admr
vs
Patrick Cornea

State of Ohio Union County court of Com. Pleas

Be it Remembered that on this 16th day of September A D 1833 James Buck Administrator of James Connor Deceased vs Patrick Connor Petition to Sell Real Estate &c The said Administrator to whom the Order of this Court made at Last Term thereof was issued, having Returned on said Order that in persuance of the command thereof he had Exposed said premises to publick Sale and the same could not be Sold for want of Bidders; the Court do on the application of said Administrator an Order that An Alias Order of Sale Do Issue to said administrator returnable to the Next Term of this court And that this cause stand continued

I Silas G Strong Clerk Do hereby certify that the foregoing is a true Copy of the Original Order of court & the said James Buck admr. I hereby required to proceed to offer said Land accordingly -

Witness My hand and Official Seal this 28th day of Decr 1833

Silas G Strong Clerk

Chancery Case File

Case No. 1833-CH-0001

No. 33-CH-1

Union Common Pleas Court.

James Ewing
Plaintiff,

AGAINST

Stephen Whitehead
Defendant.

SEP TERM 1833

Judg vs Defendt

Journal 1 Page 170

Record No. 2 Page 235

Ex. Doc. Page

Union County

James Ewing
vs
Surgeon Whitehead
et al

Bill.

Filed April 5th 1833
Silas Strong
Clk

G & J R Brown

To the Court of Common pleas in and for the County of Union State of Ohio

In Chancery sitting

Your petitioner James Ewing of said County humbly represents that there was granted to one Robert Kays for his services in the Virginia continental line Land warrant No 556 for 2666 2/3 acres in the Virginia military district. On or about the 22d day of June 1799 said Kays sold to one Robert Means said warrant and the entries &c made under it and which will more fully and at large appear referred being had to a copy of the original papers executed by said Kays herewith attached and made part of this bill. Afterwards on the 17 September 1799 said Means entered into a contract with one Lucas Sullivant to convey to him said Warrant No 556 and the entries &c under it so soon as said Sullivant should furnish said Means with two patents in Means' name for 1000 acres each for lands on Bookes run which two patents were to issue on part of two military warrants, one in the name of Talsey and the other in the name of Thomas Frazier a copy of which said Contract is hereto attached and made part of this bill. Said Sullivant fully executed said contract on his part and procured said patents to issue according to the terms of said contract whereby said Sullivant obtained a complete equitable title to said warrant and the entries &c under it. Afterwards Means in the year 1806 died without executing said assignment leaving Daniel Call his executor and devisee who is made party defendant to this bill.

Your petitioner further states that one Sampson Whitehead who resides in the State of Virginia afterwards combining with one Gideon Jones and Jane Jones

(likewise residents of Virginia and made parties defendants to this file) who represent themselves as the only heirs of said King (then deceased) fraudulently procured a survey and patent from the ~~under~~ United States on the 12th October 1824 under and by virtue of said Warrant for the following land: 63 acres on the lower side of Darby Creek and in said Union County. Beginning at a large Sassafras and two hickories lower corner on the Creek to Lucas Sullivant's survey No 3162 thence down the Creek with its meanders to a white oak and three smaller hackberries thence S. 100 poles to a Stake in the line of Graham and Scruggs Survey No 7758 & 7730 thence with their line W. 166 poles to a white oak and elm corner to said Survey and on the line of said Sullivants survey thence with said line N. 32 E 74 poles to the beginning: reference being had to an authenticated copy of the said patent herewith filed.

Your petitioner further represents that he believing that said Sullivant had a legal title to said premises on or about the year one thousand eight and for purchase of said Lucas Sullivant fifty five and one third acres part of said survey as more fully appears by the Bill of Sale of said Lucas to the said Whitehead and a patent to said Whitehead and 12 of October AD 1824 and the said complainant further charges that he paid the said Lucas Sullivant the full consideration

after and immediately took possession of said
land and has continued in the full open and
peaceable possession thereof ever since and
does remain in the full possession thereof

You petitioner further represents that on or about the 5th November 1802 said Sullivant caused the three entries mentioned in said assignment of Mays to Means to be withdrawn and cancelled and said three entries withdrawn and said warrant covered and included said 63 acres above mentioned. Said Whitehead refuses to convey said premises to your petitioner and claims title to the same under said Patent

Said Lucas Sullivant died about the year 1822 in
testate leaving the following persons his sole heirs viz William
S Sullivant Michael L Sullivant and Joseph
Sullivant all residents of Franklin County in the
state of Ohio who are made parties defendants
to this bill. The above named defendant Daniel
Call resides in the state of Virginia

You petitioner prays that said defendants
may answer under oath the matters above set
forth as if particularly interrogated and that said
Jackson Whitehead and said William Michael and
Joseph Sullivant may be decreed to convey to your
petitioner the premises above described and that your
honors would grant to your petitioner such other and further
relief in the premises as may be just and equitable

May it please your honors to grant an order of publication
subpoena &c

G. M. Dunn
Sol for pltff

Exhibits

Assignments from Kays to Means

Copy.

No 3477 Robert Kays enters 889 acres of land on part of a military warrant No 556 beginning at the South west corner of John Stokers Entry No 3476 running with his line to the northwest corner then at angles northwardly for quantity a copy [signed]

Richard C Anderson

No 3478 Robert Kays enters 889 acres of land on part of military Warrant No 556 running with his line to his north west corner, thence at right angles northwardly for quantity

a Copy [Signed] Richard C Anderson

No 3479 Robert Kays enters 888 2/3 acres of land on part of a military warrant No 556 beginning at the South west corner of said Kays entry No 3477 running thence at 39 C 640 poles, thence at rights angles westerly for quantity

The above entries were made the 28th day of November 1798 & this day was shewn a power of Attorney fully authorising me to make an assignment of the above claim of Robert Kays to Robert Means of Richmond from the nature of the business of the office I conceive it would be improper for me to act as an Attorney in any case in the office I therefore decline making the transfer

Richard C Anderson

July 19. 1799.

[assignment on back of above] I assign the within three entries to Robt Means

R Kays

test. Sept 17. 1799

Andrew Stevenson

Geo. Dunlevy

Contract between Means and Lucas Sullivant

A contract made and entered into this fourteenth day of Jany. one thousand Eight hundred between Lucas Sullivant of the town of Washington in the State of Kentucky of the one part and Robert Means of the City of Richmd. in the State of Virginia of the other part: Now be it understood that it is hereby agreed upon in good faith and it is plainly understood by and between the said Parties that provided the said Sullivant shall furnish the said Means with two patents of one thousand acres each on Bokes Creek northwest of the Ohio in his the said Means' own name which patents is to be in virtue of part of two military warrants one issued in the name of Fabry Fenger &c the other in the name of Thomas Fenger &c then and in that case the said Means doth for himself his heirs &c obligate and oblige himself his heirs &c to convey by assignment unto him said Sullivant his heirs &c in fee simple all that tract or parcell of land that shall be surveyed on a military warrant which issued to Robert Hays for two thousand six hundred sixty six acres & two thirds of an acre said warrant being the No. 556 the assignment by said Means to be made on application so soon as him the said Means receives said patents or full assurance that they have issued to him as above said or that they are delivered to his agents or attorney in fact (Roberbert Cruddock in Kentucky Also I do certify that the lands on Bokes creek alluded to is clear of all and every prior claim or claims and also that it is not within the Indian boundary in witness whereof the said contracting parties have hereto set their hands and affixed their seals this the day and year above written

Test Charles Swift
James H Miller

Lucas Sullivant (Seal)
Robert Means (Seal)

Post

Eng

Wilkinson

vs

Filed Jan 28th 1833

Silas G Strong

Clk

James Ewing, vs. Swepson Whitehead, *et. al.* } In Chancery, Union County, Com. Pleas.

AT the April Term, 1833, of said Court, said Ewing filed his bill against Swepson Whitehead, Gideon Jones, and Jane Jones, Daniel Call, Michael L. Sullivant, William S. Sullivant, and Joseph Sullivant, setting forth that said William, Michael, and Joseph Sullivant, are the heirs of Lucas Sullivant; that Gideon, and Jane Jones, are the heirs of Robert Kays; and that Daniel Call is the devisee of Robert Means; that said Lucas Sullivant, was the equitable owner, through Robert Means, of Warrant No 556, for 2666⅔ acres, issued to Robert Kays; that said Whitehead fraudulently obtained from said Gideon and Jane Jones an assignment of said Warrant, and a patent to him of the lands hereafter described, which were bona fide sold to the petitioner, by said Lucas Sullivant, to wit: 63 acres on lower side of Darby Creek, beginning at a large sassafras and two hickories, lower corner on the creek to Lucas Sullivant's survey, No 3162, thence down the creek with the meanders to a white oak and three hackberries, thence south 100 poles, to a stake in the line of Graham and Scraggs' survey, Nos. 7758 and 7730, thence with that line west 166 poles, to a white oak and elm, corner on the line of said Sullivant's survey, thence with said line north 32 east 74 poles to the beginning. Petitioner prays a decree for the conveyance to him by Whitehead of said premises. Whitehead, Gideon, and Jane Jones, and Daniel Call, are non residents of this State. They are therefore hereby notified, that unless they appear and answer, plead, or demur to said bill, within sixty days after the next term of said Court, the same will at the term next after the expiration of said sixty days, be taken as confessed, and a decree applied for accordingly.

G. & J. R. SWAN, Sol'rs. for Com'ts

April 30, 1833 46 6w

William S. Sullivant, Michael L. Sullivant, and Joseph Sullivant, vs. Swepson Whitehead, Daniel Call, Gideon Jones, and Jane Jones. } Union County, Common Pleas, in Chan'y.

AT the April Term 1833, of said Court, said petitioners filed their bill, setting forth that they are the heirs of Lucas Sullivant, who was the equitable owner of Warrant No. 556, for 2666⅔ acres of land, issued to Robert Kays; that the defendant Swepson Whitehead, fraudulently procured from Gideon Jones, and Jane Jones, heirs of said Kays, an assignment of said Warrant, and a patent to him of lands under it; that Daniel Call, is the devisee of Robert Means, through whom the Warrant came to said Lucas Sullivant: all the defendants are non residents of this State. The petitioners pray that Whitehead may be decreed to convey to them such of said lands and Warrant as has not been sold and conveyed by said Lucas. Notice is hereby given, that unless said defendants appear within sixty days after the next term of the Court of Common Pleas of said Union county, and answer, plead, or demur to said bill, a decree *pro confesso* will be taken against them, at the next term after the expiration of said sixty days.

G & J R. SWAN, Sol'rs. for Comp'ts

April 30, 1833 46 6w

State of Ohio, Borough of Columbus, ss.

Personally came before me, the subscriber, Mayor of the Borough of Columbus aforesaid, Jno Buckhaches, Editor of the Ohio State Journal, and made oath, that the advertisements hereunto annexed have been regularly published in said paper six weeks in succession, commencing on the 4th day of May, 1833.

Jno. S Buckhaches

Sworn to & subscribed before me, this 20th day of June, 1833.

DJ6 CSMSTCD
Mayor

State of Ohio Union County — 3

Personally appeard before me a Justis of the peace in and for said County the within named Alexr Reed who acknoledged the within signing and sealing to be his act and deed for the purpose therein mentioned, at the same time personally appeared the within named Phebe Reed wife of the said Alexr Reed who being by me examined seperate and apart from her husband she acknoledged the within signing and sealing to be her free and voluntary act and deed without any compulsion whatever of her said husband

In testimony whereof i have hereunto set my hand and affixed my seal this twenty second day of May A D 1828

Elias Robinson Justis of the Peace (Seal)

Alex Reed & Wife
to
Decd Mortgage
Filed Aug 27 - 1828
Recorded Vol 2 pp 9 & 10
Examined
Alex Robinson
Recr
Fees $0,93¾

This indenture, made the twentysecond day of may in the year of our Lord one thousand eight hundred and twentyeight between Alexander Reed and Phebe Reed his wife of the first part, and David Mitchel and James Carney of the second part witnesseth that the said party of the first part for and in consideration of the sum of three hundred dollars for which the party of the second part were indorsers in the franklin bank of Collumbus and had the same to settle which is hereby acknoledged hath granted bargained sold released aliened and confirmed and by these presents do grant bargain sell release alien and confirm unto the said party of ~~the said party of~~ the second part and to their Heirs and assigns all that tract or parcel of land lying and being in the County of Union and state of Ohio on the waters of Deniger creek bounded and discribed as follows begining at Alexander Reeds southerly corner on the loose branch of part of survey No 2927 thence North 37 west 55 poles with A Reeds line to Woods line thence south 53 west 81 poles to James Coolidges corner thence south 37 East 56 poles to James Coolidges Eastenly corner thence North 53 east 81 poles to the begining containing twentynine acres of land together with all and singular the hereditaments thereunto in anywise belonging and the reversion and reversions remainder and remainders rents issues and profits thereof to have and to hold the said premises hereby released and and confirmed with the appurtenances unto the said party of the second part and to the sole and proper use benefit and behoof of the said party of the second part his heirs and assigns forever provided allways and these presents are upon this express condition that if the said Alexander Reed his heirs executors and administrators do and shall well and truely pay or cause to be paid unto the party of the second part his certain attorneys or attornes heirs executors administrators or assigns the sum of three hundred dollars with the intrest that may acrue thereon on or before the first day of August next then and in that case this obligation shall cease and be voyd but in case default shall be made in payment of the said sum of three hundred dollars or the intrest thereof at the time when it ought to be paid as aforesaid that then and in such case the said partys of the first part for them selves their heirs executors and administrators doth covenant grant promise

and agree to and with the said party of the second part his heirs executors administrators and assigns that it shall and may be lawful for the said party of the second part his heirs executors administrators or assigns and the said parties of the first part doth hereby authorise and empower the said parties of the second part their heirs executors administrators or assigns at any time or times thereafter to sell and dispose of the said premises hereby granted at public vendue to any person or persons whomsoever and on such sale to make sign seal and deliver any deed or deeds or conveyance in the law for the said premises to the purchaser or purchasers his hir or their heirs or assigns for ever pursuant to the statute in such cases made and provided and out of the monies arising from such sale or sales to keep and retain in his hands the said sum of three hundred dollars and the intrust thereof together with all costs that shall or may be due and the overplus money if any there be shall be paid on the same being demanded to the said parties of the first part their heirs executors administrators or assigns. in witness hereof we have hereunto set our hands and seales this day and date above written in the presants of

Elias Robinson — Alex Reed (Seal)

Silsalom R Johnson — Phebe Reed (Seal)

29

Ack Rec'd

300

May 10/13

of James Curry

Rec'd per D Mitchell Pay't.

in full Mr Esq

1785. 32

Columbus Ohio Jany 8th 1828

four months after date we or either
of us promise to pay the President
Directors and company of the Franklin
Bank of Columbus or order three
hundred dollars at their Banking house
without delay for value received

Recd Alexr Reed

Alexr Reed
David Mitchell Jr
James A Carey

$300

Sullivants
vs
Whitehead

Order —
to be entered
Apl. 7.

Wm S Sullivant
Michael L Sullivant
& Joseph Sullivant
vs
Simpson Whitehead
et al ———

This day came the petitioners ~~by their counsel~~ and filed their petition and it appearing to the court that the defendants are not residents of this state it is ordered that the publication of the substance of the prayer of said bill in the Ohio State Journal & Columbus Gazette six consecutive weeks previous to our next term shall be notice of the pendency of said bill to the defendants ~~to wit~~ ~~the~~ And the cause is continued until next term

Chancery Case File

Case No. 1833-CH-0002

No. 33-CH-2

Union Common Pleas Court.

William Sullivan et al
Plaintiff,

AGAINST

Swepston Whitehead et al
Defendant.

SEP TERM. 1833

Decree for pltf.

Journal 1 Page 173

Record No. 2 Page 255

Ex. Doc. 1 Page 32

Union Co.
In Chancery

Wm Sullivant
Michael Sullt
Joseph Sullivant
vs
Simpson Whitehead
Gideon Jones
James Jones
Daniel Cole

Bill

Filed April 5th 1833
Silas G Strong
Clk

G & J R Evans

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

Your petitioners William S Sullivant Michael S Sullivant and Joseph Sullivant of the County of Franklin in said State represent that they are the sole heirs of Lucas Sullivant late of said Franklin County who died intestate in the year 1821.

There was granted to one Robert Kays for his services in the Virginia Continental line land warrant No. 556 for 2666 2/3 acres on which he caused three entries to be made in the Surveyors office of the Virginia Military lands viz: entry No 3477 for 889 acres No. 3478 for 889 acres and No. 3479 for 888 2/3 acres and on or about the 22 day of June 1799 sold to one Robert Means said Warrant together with the entrys and surveys made thereon and in virtue of said sale executed a power of Attorney to Richard C Anderson authorising him to assign to said Means the plats and certificates of survey of all his military lands entered under said warrant which power of Attorney was presented to said Anderson on the 19th day of July 1799 who declined acting under it but made out a copy of the above entries from said office (he said Anderson being Surveyor of said lands) and stated on said copy that that the entries were made on the 28th Nov. 1798, that said power of Attorney was shewn to him but from the nature of the business of the office it would be improper for him to act in business relating to the office and he declined therefore making the transfer: Afterwards on the 17th September 1799 said Kays assigned and transferred said warrant and entries to said Means. Certified Copies of the said entries are herewith filed and made part of this bill and said power of Attorney. the assignment from Kay

Copies of Entry

to Means and the statement of said Anderson will be exhibited and filed upon the hearing of this cause

Means on the 14th January 1800 entered into a contract with said Lucas Sullivant to convey to him in fee simple all that tract or parcel of land that should be surveyed on said Warrant No 556 so soon as said Lucas should furnish said Means with two patents of 1000 acres each (on Books Creek N.W. of the river Ohio) in Means own name which patents were to issue on part of two military warrants one in the name of Talsey Frazier and the other in the name of Thomas Frazier ~~to~~ which said contract your petitioner will present and file in this cause upon its hearing Said Sullivant fully executed and performed said contract with Means and procured said two patents to be issued and delivered the same to said Means and said Sullivant acquired a complete equitable title to said Warrant No 556 and the land located under it. Afterwards to wit in the year 1808 said Means died (without executing an assignment ~~to~~ to said Sullivant in performance of said contract) and leaving Daniel Call his executor and devisee in trust who is made party defendant to this bill and resides in Virginia

Your petitioner further state that said Sullivant about the 5th November 1802 caused the three entries made in the name of Robert Means to be withdrawn on the books of Richard C Anderson and on the same day caused an entry to be made in said books on said Warrant for 2000 to an attested copy of said entry which was No. 4278 your petitioner refer and make part of this bill. Said Sullivant caused said Entry to be surveyed and the survey to be recordered in said Andersons office: to an attested copy of said Survey your petitioner refer and make a part of this bill.

Copy of Ex

Your petitioners further shew that one Simpson Whitehead a citizen of and resident of the State of Virginia afterwards combining with one Gideon Jones and Jane Jones likewise residents of Virginia who represent themselves as the only heirs of said Rays (who was then deceased) fraudulently obtained from the office of said Anderson the plat and certificate of survey of said two thousand acres and on the 12th October 1824 fraudently procured a patent from the President of the United States for the same to be issued to said Whitehead an attested copy of which is herewith filed and made part of this bill

Your petitioners further shew that said Lucas in 1801 and 1802 sold to Samuel Reed and others 1700 acres of said 2000 acres. Said 1700 acres are described as follows 500 acres thereof on the East side of Darby Creek beginning at two ~~buckeyes~~ buckeyes and an ash thence down the creek with the meanders to a walnut and red oak on the bank of the creek thence N. 53. E. 357 poles to a stone and pointer marked C G IR thence N. 37° W. 166 poles to a stone and pointer marked C G IR thence S. 53. W. 525 poles to the beginning: 300 acres of said 1700 described as follows beginning at two buckeyes and an ash upper corner on the creek to George Reed thence up the creek with its meanders to a hickory elm and two ashes: thence S. 37 E 170 poles to a dogwood hickory and ash in the upper line of said 500 acres thence with the line of said 500 acres S. 53 W. 294 poles to the beginning: 500 other acres of said 1700 described as follows: lower ~~line~~ corner on said creek and of the 500 acre tract first above bounded and running with the same to the lower back corner of said 500 acre tract and then from said beginning down the creek with the meanders so far that a line parallel with the first line given shall include 500 acres: 400 acres

Patten

of said 1700 and being the residue of said 1700 bounded as follows beginning at the upper corner of a 2000 acre survey and lower corner of a 1300 acre survey formerly owned by Lucas Sullivant on Darby creek on the East side thereof thence down the creek with the meanders to the upper corner on the creek of a tract of land formerly sold to Samuel Reed by Lucas Sullivant thence and from the beginning at 53° E. to the back line of said 2000 acre survey. Said Sullivant sold said first bounded tract to George Reed - said second bounded tract to Samuel Reed - said third bounded tract to William Gabriel and said fourth and last bounded tract to Thomas McDonald. Said vendees last mentioned on 6th May 1826 filed their bill in Circuit Court of the United States for the District of Ohio against your petitioners and the defendants to this bill and at the July term 1832 said Court finding said Simpson Whitehead had fraudulently procured a patent for the 2000 acres as above stated and that the matters in the bill of said vendees (which were the same in substance as above in this bill set forth) was true and that said warrant No 556 belonged to said Sullivant decreed a conveyance from the defendants ~~[illegible]~~ to the vendees of the premises by the vendees purchased of said Sullivant as above mentioned reference being had to said proceedings and record of the Circuit Court of the United States.
There is still remaining in said tract of 2000 acres (patented to said Whitehead) 300 acres to which your petitioners are entitled as heirs of said Sullivant and which said Whitehead refuses to convey to your petitioners. Said lands are situate in said Union County.
~~and said~~ Your petitioners are also entitled to and claim said warrant No 556 and all the rights and property growing out of and appropriated or to be appropriated by the same all which said Whitehead refuses to assign to your petitioners

The above mentioned written proofs are now on file in the Circuit Court of the United States but will be produced and filed on the hearing of this cause

The said Daniel Cole Simpson Whitehead Gideon Jones and Jane his wife are made parties ~~to this~~ defendants also to this bill.

Your petitioners pray that said defendants may answer under oath the matters above set forth as if particularly interrogated upon each and that said Simpson Whitehead may be decreed to convey to your petitioners said Warrant and so much of said lands patented to him as have not been sold

by said Lucas and his administrator as above mentioned and that your honors would grant to your petitioners such other and further relief in the premises as is just and equitable — Your petitioners pray an order of Publication &c

G & I Alexander
Solrs for Compts

SEP TERM. 1833

No. 33-CH-2

Union Common Pleas Court.

Report of State Plaintiff,

AGAINST

Auditor. of Defendant.

Copy of Survey

No 4278. –

SEP TERM. 1833

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

Patent to
Simpson Whitehead
2000 acres

Filed April 5th 1833
Seas G Strong
Clk

Ex d

James Monroe, President of the United States of America,

To all to whom these Presents shall come, Greeting:

Know Ye, That in consideration of Military Services performed by Robert Kays a Lieutenant for three Years to the United States, in the Virginia Line, on Continental Establishment, and in pursuance of an Act of the Congress of the United States, passed on the 10th day of August, in the year 1790, intituled, "An Act to enable the Officers and Soldiers of the Virginia Line on Continental Establishment to obtain Titles to certain Lands lying North West of the River Ohio, between the Little Miami and Scioto;" and other Acts of the said Congress, amendatory of the said Act, There is Granted by the United States unto Swepson Whitehead, Assignee of Gideon Jones and Jane Jones only heir of said Robert Kays, a certain Tract of Land containing Two Thousand acres situate between the Little Miami and Scioto Rivers, North West of the River Ohio, as by Survey bearing date the 3d day of October in the year 1806 and bounded and described as follows, to wit, Survey of Two thousand Acres of Land on part of a Military Warrant No 556. in favor of the said Kays on Darby's Creek, Beginning at two White Oaks on a high Bank on the upper side of the Creek, upper corner to Lucas Sullivants Survey No 2675, running up the Creek with the Meanders thereof binding thereon, N70, W.40, West 60, N67, W.85, N80, W34, S.60, W32, S85. W.32, N.55. W.85. N70. W.23. N.50. W.32. N.68. W.34. S82. W.40. S.20. W38. N63. W.38. S87. W.42. N12. W.40. N25. W.16. N.50. W.42. N.64. W.34 N17. W.40. N.34. W.60. N47. W 112. S.70. W.38. S.43. W.24. S84. W.43. S.49. W.28. N87. W.60. N54. W.40. N86. W.60. Poles to two Hackberries and a Buckeye lower corner to said Sullivants Survey No 2179 nearly opposite to what is called the old Beaver Dam thence with said Sullivants line N52. E. 365 poles to two white Oaks, a Maple and Sugar tree thence S74. E. 1025 Poles to a large Walnut, Elm and Hickory near the East or upper Bank of Rogers run, thence S82. W. 365 poles to the beginning with the appurtenances: To Have and to hold the said Tract of Land, with the appurtenances unto the said Swepson Whitehead, and his heirs and assigns forever.

In Witness Whereof, the said James Monroe President of the United States of America, hath caused the Seal of the General Land Office to be hereunto affixed and signed the same with his hand at the City of Washington, the twelfth day of October, in the Year of our Lord One Thousand, Eight hundred and 24. and of the Independence of the United States of America, the 49th

28

By the President James Monroe.

G. Graham, Commissioner of the General Land Office

Rec Vol 11. page 318.

General Land Office
January 30th 1833

I hereby certify that the within is a true copy of the Patent on record in this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written.

Elijah Hayward
Commissioner.

Patent
Stephen Mitchell
2000 a
Illinois

3 W. Clover
remaining unbrown
in Co. Cert. Mus

Certified copy of entry & survey
No 4278 in V. Mr. District

SEP TERM.

SEP TERM. 1833

Surveyed for Robert Hays 2000 Acres of Land on part of a Military warrant No. 556 on Darby creek biggining at 2 white oaks on a high bank on the upper side of the creek upper corner to Lucas Sullivants Survey No 2675 running up the Creek with the meanders therof binding thereon N 70 W 40. West 16 N 67 W 85 N 80 W 34. S 60 W 32. S 85 W 32. N 55 W 85. N 70 W 23. N 50 W 32. N 68 W 34. S. 82 W 40. S 20 W 38. N 63 W 38. S 87 W 42. N 12 W 40. N 25. W 18. N 50 W 42. N 64 W 34. N 17 W 40 N 34 W 60 N 47 W 112. S 70 W 38. S 43 W 24. S 84 W 43. S 49 W 28. N 87 W 60. N 54 W 40. N 85 W 60 poles to 2 Hackberries and a Buckeye lower corner to Said Sullivants Survey No 2979. nearly opposite to what is called the old beaver dam. thence with Said Sullivants line N 52 E. 365 poles to two white oaks a Maple and Sugar tree thence South 74 E. 1025 poles to a large Walnut. Elm. and Hickory near the East or upper bank of Rogers Run. thence S. 52 W. 365 poles to the place of biggining.

Lucas Sullivant S.S.

Oct. 3. 1806

May 1. 1807.

William Gabriel
Vandova Reed } C.C.

Jacob Gabriel Mks.

No 4278.

2000 Acres

Entry No 4278. Robert Hays Enters 2000 acres of land on part of a military Warrant No 556 on the upper side of Darbys creek Beginning at the upper corner on the creek of Lucas Sullivants Survey No 2675 running up the creek with the meanders thereof to the lower corner of Said Sullivants Survey No 2979. thence N. 52 E. for quantity

Auditor of States' Office, Ohio —
Columbus, March 18th 1833.

I, John A. Bryan, Auditor of the State of Ohio, do hereby certify that the foregoing entry and Survey No. 4278, in the name of Robert Hays, are true Copies, taken from the Records in my Office —

In testimony whereof I have hereunto set my hand, and affixed the Seal of Office, the day and year aforesaid.

John A. Bryan
Aud. of State —

Chancery Case File
Case No. 1833-CH-0003

No. 33-CH-3

Union Common Pleas Court.

Hellen Masse

Plaintiff,

AGAINST

Roger Triplet,

Defendant.

OCT TERM. 1835

Dismissed

Journal 1 Page 245

Record No. 2 Page 449

Ex. Doc. 1 Page 3-8.

37

Union Com: Pleas

Helen Mapie
Executrix & Devisee
of Amy Mapie Dec.
vs. Bill in Eq.

Roger Triplett &
the unknown heirs
of Nath. Triplett Dec.

Filed April 20th 1833
Silas G Strong
Clerk

Recorded

Creighton Rood
Sol. for pltff.

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

Humbly complaining respectfully sheweth to your honors, your petitioner Helen Mapie, devisee of Henry Mapie, late of Jefferson County in the State of Kentucky dec^d that on the 9th day of December 1783 a land warrant was issued by the State of Virginia to Nathaniel Triplett for four hundred acres of land in consideration of his military services in the Virginia Continental line during the American Revolution. And your petitioner also states that the said warrant was entered and surveyed within that part of the State of Ohio called the Virginia Military District and the Survey thereof was known as No. 2420, for 400 acres — and the said Nathaniel Triplett having departed this life intestate, one Roger Triplett as his sole heir at law, for value received, sold and assigned the said warrant and survey to one Thomas Conrad, who on the 24 June 1809 sold and for valuable consideration transferred the same to Henry Mapie aforesaid. And the said Henry Mapie afterwards to wit about the 11th December 1820, having discovered that said entry and survey were lost by interference, withdrew the same and caused the said warrant to be relocated in a survey now known as No. 9921 of 400 acres situate in the County of Union aforesaid. Your Petitioner also states that the said Henry Mapie in his life time paid all the fees for the entry and survey of said land and has in fact since the assignment to him in 1809 before mentioned, paid all tax on said land and exercised full and complete ownership over said warrant and the land mentioned in the same, and so continued to do to the time of his death, which happened a few years since, and by his last will and testament which

has been duly proved and recorded in your Honorable Court, the said Henry Mapin devised all his interest in said land to your Orator, as may be seen on reference to said Will, which is now prayed. Your Petitioner further states that she had neglected to procure a patent to said land, notwithstanding the assignments aforesaid, and she has recently heard that a grant for the same has issued from the United States to the heirs of the said Nathaniel Triplett, but who they are, other than the said Roger Triplett, your Petitioner knows not nor does she know their residence, but she expressly charges that the issuing of the said patent as aforesaid does most unjustly take from her the right to the said land as aforesaid. All which is contrary to equity &c. Your Petitioner therefore prays that the said Heirs of the said Nathaniel Triplett and also the said Roger Triplett may be made defendants to this Bill, and as their names and residence are unknown as aforesaid, that the usual notice of the pendency of this suit may be given as provided by Statute: The premises considered, May it please your Honors to decree, order and adjudge that the said heirs of the said Nathaniel Triplett and also the said Roger Triplett do by some day to be paid by your Honors convey the said land, that is to say, Survey No. 9921 of 400 acres to your Petitioner, by some suitable deed or assurance, or in default that said decree may operate as such assurance and conveyance. May it please your Honors also to grant the Writ of Subpoena, together with all such, further relief in the premises as the circumstances of her case require and to your Honors shall seem just and your Petitioner as in duty bound, will ever pray, &c.

Creighton & Bond
Sol. pro. qui:

State of Ohio
Ross County ss.

Personally appears before me the undersigned Justice of the Peace in and for the County aforesaid, Helen Mapes and being by me duly sworn, says she does not know the names or residence of the heirs of Nathaniel Kipliff and further says not. —

Helen Mapes

Sworn to and subscribed before me this ninth day of May 1832. Witness my hand and seal.

Wm. H. Merritt (Seal)
Justice of the Peace

Union Common pleas
Helen Mafsie
vs
Triplett heirs
proof of publication
of Notice

Filed Sept. 16th 1834

Silas G. Strong
Cl

Recorded

State of Ohio, Union county, Court of Common Pleas, June Term, 1833.

Helen Massie, Executrix and devisee of Henry Massie, deceased, plaintiff;
vs.
Robert Triplett, and the unknown heirs of Nathaniel Triplett, deceased, defendants.
} In Chancery.

THIS day came the complainant by her solicitors, and filed her certain bill in Chancery, the object and prayer of which is to obtain from the defendants title and conveyance for a tract of four hundred acres of land, situate in the county of Union, and being survey No. 9921, as designated on the books of the surveyor of the Virginia Military district. And the Court being satisfied that the defendants do not reside in the State of Ohio, and that their names and residences are unknown to the complainant; It is therefore, on motion, ordered, that notice of the pendency of this proceeding be given to the defendants, by the publication of this order in the Ohio State Journal, a newspaper printed and published in the town of Columbus, in this State, for the term of six weeks successively. prior to the first day of the next term of this Court.

A copy—Attest,
SILAS G. STRONG, *Clerk.*

CREIGHTON & BOND, attornies for pl'ff.
59—6w

State of Ohio. Franklin county ss

Personally came before me, the subscriber, a Justice of the Peace in and for the county aforesaid, John Bailhache, Editor of the Ohio State Journal, a newspaper printed in the town of Columbus, and makes oath that the notice hereunto annexed has been regularly published in said paper for six consecutive weeks, commencing on the 20 of August, and ending on the 7th of September inst.

Jno. Bailhache

Subscribed & Sworn to before me this 10th day of Septr 1833
Thomas Wood J P

Filed Nov 19th 1834
Alex Johnson
Clk

Filed by request of Comp'ts
Nov 19th 1834

State of Ohio

Union County

To The Clerk of the Court of Commonpleas

Received

Mandamus Executing
vs Depositions Enclosed
Triplett, Weiss

The Deposition of Daniel Triplett of Lawful age, taken at the Clerk's office of the County Court of Rappahannock, in the State of Virginia, on Monday the 6th day of October in the year One thousand eight hundred and thirty four, between the hours of Eight O'Clock in the morning and Six O'Clock in the afternoon of the same day — to be read as evidence, in a suit now pending in Chancery, in the Court of Common pleas: Union County, State of Ohio, in which Helen Massie Executrix and Devisee of Selenny Mason deceased is plaintiff, and the unknown Heirs of Nathaniel Triplett deceased are Defendants (pursuant to notice)

This Deponent being duly sworn, deposeth and saith That Nathaniel Triplett deceased died some time in the year 1790 or 1791, in Savannah State of Georgia, as he believes, leaving Nine Brothers and Sisters, to wit; Elizabeth, Lucy, Roger, Molly, John, Nancy, William, Hedgeman and myself — that the said Roger was the oldest Brother of the said Nathaniel deceased — that the said Nathaniel Triplett to the best of my Recollection served as a Common Soldier, and as a Sergeant, in the Revolutionary War, about six years in all, and that the said Nathl never married — and further this deponent saith not

Daniel Triplett

The Deposition of James Green of Lawful age taken at the time & place, above mentioned, and to be read in the same suit, as above named —

This Deponent being duly sworn, deposeth and saith that he knows from Report, while Roger Triplett was in the Army of the Revolution, that he was an Officer in it — that he saw Nathanl Triplett when he was acting as a Sergeant in the said Army, and have always understood, that he the said Roger, was the oldest Brother of the said Nathaniel — And further the deponent saith not —

James Green

Virginia
Rappahannock County, to wit

The foregoing Depositions were taken, subscribed and sworn to before me a Justice of the peace in and for said County of Rappahannock in the State of Virginia — Given under my hand and seal this 6th day of October 1834

John A. Woodville

Virginia

Rappahannock County, to Wit:

I, William J. Menefee Clerk of the County Court of the County aforesaid, in the State of Virginia, do hereby certify that John H. Wood, before whom the foregoing affidavits were taken and subscribed, is a Magistrate in and for said County duly Commissioned and Qualified as such, that faith and credit are due, and ought to be given to all his official acts as such and that the signature to the foregoing certificate, purporting to be his is genuine

In testimony whereof I have hereunto subscribed my name, and affixed the seal of said Court this 6th day October in the year 1851, and in the 75th year of the Commonwealth. —

Wm J Menefee

John Mason

Thos. Thrapter

Answer of

Thos. Thrapter

Filed Nov 21st 1834

Silas G. Strong

Clk

Recorded

The separate answer of Thomas Triplett, to the bill of Complaint of Julia Alspaw, divorcee of Henry Alspaw dec'd. filed in the Court of Common Pleas of Wayne County in the State of Ohio

This respondent saving and reserving to himself all manner of exceptions to the many errors in said bill of complaint contained, for answer thereto or unto so much thereof as he is advised is material or necessary for him to make answer to the same saith that the warrant in the bill named was granted to Nathaniel Triplett for his military services during the revolutionary war by the State of Virginia and that he has always understood and believed that the said Nathaniel died shortly after the treaty having no ~~brother~~ Hedgeman Triplett, his heir at law. He further states that he purchased the warranty lands aforesaid from said Hedgeman Triplett for a

valuable consideration and has received a patent from the United States for the same. He further states that it was not until the last week that he was heard of the claim of said complainant to said land or of the said Henry Allspee or the said Thomas Carneal under whom the claim. He is a purchaser without notice and for a valuable consideration, and when he rec. his patent, he had no knowledge of said claim. This defendant knows nothing of the assignments mentioned in said bill, and therefore can neither admit proof or deny the same, but requires proof. He knows that the said Nathaniel had no brother by the name of Thomas Triplett as charged in the bill. He has made use heretofore his patent for said land and having fully answered said bill he prays to be dismissed with his reasonable costs &c: He also states that his name is Thomas Triplett and avers and says that he never assigned said warrant to any one whatever.

The State of Ohio Fairfield County ss.

Personally came before me the subscriber a Justice of the Peace for said County Thomas Triplett Esq. and made oath that the facts stated in this foregoing answer, so far as they are given from his own knowledge are true and so far as given from the information of others he believes them to be true —

Thomas Triplett

Sworn and subscribed to before me this 19th day of December, A.D. 1855.

Geo: Sanderson, Just. Peace

John L. Martin &
Helen Martin
vs
The Heirs of N.
Triplett

Filed Nov 19th 1834
Silas G. Strong
Clk

Recorded

To the Honble the Judges of the Court of Common Pleas, in and for Union County, in Chancery Sitting.

John L. Martin and Helen Martin his wife, late Helen Maple, respectfully represent that since the the said Helen Maple filed her bill in Chancery in this Honorable Court against the heirs of Nathaniel Triplett dec. she has intermarried with him the said John L. Martin; wherefore they the said John L. Martin & Helen Martin respectfully pray that the said John L. Martin may be made party Complainant with her the said Helen in said suit and that they come together with all further orders, proceedings and decrees may be made and be made in their joint names in the same way and manner as if said suit were now first instituted by them jointly & they as in duty &c.

Creighton Hood
Sol. for Pltffs

Helen Mason
Thos. B. Tapscott

Petition of
Robt. Tapscott

Filed Nov 21st 1854
Silas G. Strong
Clk

Recorded

Helen Mason daughter of Nathaniel Mason
dec.d vs
Robert Triplett and the unknown
heirs of Nathaniel Triplett dec.d

In chancery in the Court of Common
Pleas in and for the County of Wise
in the State of Ohio

Thomas Triplett of the State of
Virginia and Jacob Stanley resident of said State and
Matters known to the Court that
the owners the land described in the
bill of the Complainants land
prays that he may be made
a defendant to defend the
same.

Thomas Triplett

Commonwealth of Kentucky

Franklin County Set

This day personally appeared before me the undersigned a justice of the peace in and for the County and State aforesaid Moses B Morrison and made oath that the facts contained in the within answer which are stated from his own knowledge are true and those from the information of others he believes to be true. Given under my hand and seal this 15th day of July 1834

James Shannon J.P.

Union Com Plea
Moses B Morrison
Filed Nov 24th 1834
Filed Nov 24th 1834
Atlas C Morris Clk

Recorded
" "

To the Hon^e The Judges of the Court of Common Pleas in and for the County of Union in Chancery Sitting

Your petitioner Moses B. Morrison unto your honours humbly sheweth. That your petitioner on the 24th day of June 1833 purchased for a valuable consideration from Thomas Triplett the Patentee, a tract of land containing 400 acres, situate and being in the County of Union and State of Ohio, which S^d tract is particularly set forth and ascribed in the deed of purchase from S^d Triplett to your petitioner, which S^d deed has been duly recorded in the aforesaid County of Union, and which is herewith exhibited and made a part of this petition, your petitioner would further state that at the time of his purchase, from the evidence of title in S^d Triplett then shown him he verily believed and still believes that his title to S^d Land was clear, undisputed and indisputable having no notice that any claim or title was pretended to the same by any other person than the S^d Thomas Triplett. But your petitioner has since and recently very much to his surprise been informed that a claim of title has been and is set up to the same by Stellen Mastie devisee of Henry Mastie Deceased and that a suit in Chancery is now pending in your Honorable Court brought by the S^d Stellen against the heirs of Nathaniel Triplett &c for the recovery of the title to S^d Land and to which suit your petitioner is not and has not been made a party. Your petitioner would further state that he is a Bona Fide purchaser having obtained his title from the Patentee without notice of any other claim or title by or in any other person and as he believes that his title is the best and being apprehensive that his rights

and interest with regard to the same may be jeopardized and taken away by the neglect and inattention of others whereby great and remediless injustice may and will be done him as your Petitioner believes he should never be able to recover back the purchase money in consequence of the reputed and supposed insolvency of the Sd Triplett from whom your Petitioner purchased. Your Petitioner therefore humbly prays your Honours that he may be by an appropriate order of your Honourable Court made a party to said suit and that he may be permitted to exhibit his title to Sd land and to defend the same on its merits in such manner and upon such conditions as your Honours in your discretion and according to the rules of your Honourable Court shall direct and your Petitioner will ever pray

M B Morrison

Commonwealth of Kentucky
Franklin County Sct

This day personally appeared before me the undersigned a justice of the peace in and for the County and State aforesaid Moses B Morrison and made oath that the facts contained in the above petition which are stated from his own knowledge are true and those from the information of others he believes to be true Given under my hand and seal this 15th day of July 1834

James Shannon JP

The answer of Moses B Morrison to a bill in Chancery exhibited against the heirs of Nathaniel Triplett & others in the Court of Common Pleas in and for the County of Union by Hellen Mapes devisee of Henry Mapes dec'd. The respondent saving and reserving to for answer to so much of said Bill as is required to be answered saith. That he knows nothing of the claim set up and asserted by the Sd Hellen nor of the transfers and derivations of title as set forth in Sd Bill he therefore requires full and complete proof of all the matter and things stated therein. This respondent further states that he purchased by deed for valuable consideration the 400 acres of land mentioned in Complainants Bill from Thomas Triplett to whom the same had been patented in conformity with and agreeable to the requisitions as this respondent supposes of the same land in regard to the same which said patent & deed duly recorded is herewith exhibited and made a part of this answer marked A & B. This respondant relies on the legal title thus acquired in good faith and states that he is a bona fide purchaser without notice and that he never heard until within a few months and long since the purchase aforesaid of the Complainants claims or any other to the aforesaid tract of land. The said Triplett having obtained the patent to the same this respondent being unacquainted with the land laws deemed that conclusive evidence of title and has never made any inquiry beyond it supposing and believing that the facts upon which the patent aforesaid is founded and granted are true he requires full proof of every thing asserted to the contrary. This respondent having answered Sd Bill in full as advised by Counsel prays that the same may be dismissed with costs

M B Morrison

Proof of death of
N. Triplett & from the
Genl Land office
Filed March 9th 1835
Silas G. Strong
Clk

Recorded

No. 1

At a Court continued & held for the County of Franklin at the Courthouse thereof in the Town of Frankfort on the 23d day of October Anno Domini Eighteenhundred & thirty and in the 39th year of the Commonwealth.

From evidence adduced it appears to the satisfaction of the Court that Nathaniel Triplett departed this life in about the year — and that Hedgeman Triplett is his only heir and legal representative which is ordered to be certified.

State of Kentucky, Franklin Circuit Court. Sct:

I Philip Sluggett Clerk of the Court aforesaid do hereby certify that the above and foregoing order is truely copied from the record thereof which remains in my office.

In Testimony whereof I have hereunto set my hand and affixed my private seal of Office (there being no public seal yet provided) this 30th day of October A.D. 1830. and in the 39th year of the Commonwealth

(L S)

Philip Sluggett C.F.C.

General Land Office
7 May 1834.

I hereby certify that the within is a correct copy of the proof of heirship on file in this Office.

In Testimony whereof I have hereunto set my hand and caused the seal of this Office to be affixed at the City of Washington on the day and year above written.

Elijah Hayward
Commissioner

Recorded

Mayor
vs
Ellis etc

State of Ohio Union County Court Commonpleas

Helen Mofsie Executrix & devisee of Henry Mofsie deed } In chy:
v.
The unknown heirs of Nathaniel Triplett deed }

The defendants in the above entitled cause or their attorney G. Swan Esq. will please take notice that the plantiff will take the deposition of Daniel Triplett and others at the Clerks Office of Rappahannock County Virginia before a Justice of the Peace or other Competent authority on Monday the Sixth day of October next between the hours of Eight Oclock in the morning and Six Oclock in the afternoon

Matthew Donner
atto: for Pltff.
Augt. 25. 1834

I acknowledge to have rec. a copy of the foregoing
G. Swan atty
for defts.
Sept. 25. 1834

Mapie
v
Triplett,
Order

State of Ohio Lawrence County Common Pleas
June Term A.D. 33

Helen Maple
Executrix & devisee of
Henry Maple dec^d — Compl^t

v

Robert Triplett and
the unknown heirs of
Nathaniel Triplett dec^d — Defts

This day came the Complainant by her Solicitors and filed her Captain bill in chancery the objects and prayer whereof are to obtain from the defendants title & conveyance for a tract of four hundred acres of land situate in the County of Mercer and being Survey No. 9921 as designated on the Book of the Surveyor of the Virginia Military District. And the Court being satisfied that the defendants do not reside in the State of Ohio and that their names and residence are unknown to the Complainant It is therefore on motion ordered & decreed that the usual order of publication

Union. Comm Pleas

Hellen Mapie
v Execution
Thos Triplett

Clerks fees	$12.98
Sheriffs —	80
Docket fee —	10.00
This Writ	35
	$24.13

Filed Octr 8 1836
J G Strong Clk

Received Octr 11th 1836
& Rec'd to Sheriff

Sir cause to be Levied
on the Land

State of Ohio Union County ss

To the Sheriff of Said County Greeting?

We Command you that of the Goods and Chattles of Thos Triplett that you Cause to be made the Sum of 23$.78 with Legal interest thereon to be Computed at the rate of Six per Centum per Annum from the 22nd day of October 1835 untill paid and for want of Goods & Chattles you Cause to be made of the Lands Tenement & hereditaments of the Said Thos Triplett the Said Sum of 23$.78 which Sum Stellen Massie Late in the Court of Common Pleas recovered of the Said Thos Triplett wherein he was Defendant as appears to us of Record and have you the Sum Before the Judges of the Court aforesaid on the first day of their next Term to render unto the Said Stellen Massie the Said Sum of Money 23$.78 Costs herein expended & have you the Then this Writ Witness S R Swan President of our Said Court this 11th Day Aug 1836

Silas G Strong Clk

Chancery Case File

Case No. 1833-CH-0004

No. 33-CH-4

Union Common Pleas Court.

Orris Parrish
Plaintiff,

AGAINST

Samuel Kazer et al.
Defendant.

NOV TERM. 1834

JUDGMENT VS DEFENDANT

Journal 1 Page 194

Record No. 2 Page 406

Ex. Doc. 1 Page 48

Against Said Samuel Kayser and
the Said Garnsey to answer the said
Complaint

Samuel Kayser
Garnsey
Defendants

Plaintiff's Attorney

Plaintiff's Attorney

Issue for the
Plaintiff for £6 Damages
& Costs

Filed May 14th
1833

S. G. Strong
C. C. Issue

Recorded

To the Honorable the Court of Common Pleas of the County of Union Ohio Sitting as a Court of Chancery

The petition of Orris Lewis and John H Lewis humbly Show to your Honors that on or about the 7th day of June 1831 One Samuel Hazen who is made Defendant to this bill of Complaint Mortgaged to your Orators Eleven forty and Sixty acres of Land Situate in Said County of Union ~~Situate~~ on the Road leading from Milford to McManeaks burg and in Union township in Said County being the Same tract of Land Conveyed by Samuel Hazen to Said Samuel Defendant as by Deed on Record which is Referred to and made part of this bill and more particularly Show Said Mortgage Deed herewith filed and also made part of this bill was made to secure the payment of the Sum of $75 in one year from the Date thereof Said Money is still due and unpaid to your Orators

Your Orators further Show that Said Sum of Money was promised

your Orator in Consideration that they Complainants would engage as Attorneys and Counsellors at Law to defend Said Samuel Rogers (Defendant) on Sundry indictments found against him in the Court of Common Pleas of Said County for Crimes — One Mosby B Corwin also a Counsellor at Law was associated with Complainants to Defend Said Samuel against whom Said indictments were preferred and well knew that your Orator held Said Mortgage before at the Date thereof Said Corwin and Orator Pennsy went together to the Recorders office and examined Said Samuel Rogers title and whether Said land was Sufficient to Secure Orators then fees — Before the Date of Said Mortgage Said Mosby who is made Defendant to this bill Rad Stepped into his Hand all the personal property of Said accused Rogers to Secure his fees Nevertheless the Said Corwin to Defraud and Cheat your Orator his brother lawyers has obtained a judgement against Said Samuel the Deft Herein and has obtained an Execution from this Court and by Virtue thereof has levied on Said lands has had off the Same but has not

paid any thing whatever therefore, nor
can he obtained an order for
a Deed for said premises

The whole proceedings in
this Matter by said Carwin is a
fraud of your Orators - is a
Nasty business and trick under
mere pretence that Orators
Mortgage was not on record
when in fact Orators having
told said Carwin repeatedly
that about the time of its execution
that he and Sarry held said
Mortgage

Orators pray that said
Carwin may be enjoined from
further proceedings on his judgment
and Execution against Hazen to
acquire any title to said Land
antecedent Orators claims are satisfied
Orators further pray that said
land may be by this Court sold
to pay them said sum of Money
and interest and costs and
ballance of any to be Decreed
to said Carwin and such
other and further relief in the
premises as may be right and
Just - Orators Pray Subpoena

Amer Com Plea

Ores Pauph.
vs — Dr Chey
Saml Hazen

Subpoena

Served by Copy
on Samuel Hazen
May - 17th 1833
E Moore
Sheriff

Served by Copy
May 17th 1833
E Moore
Sheriff

Fee — 5
Copy — 18
Service & Return 34
57

State Of Ohio Union County ss

To the Sheriff of Delaware County Greeting

We Command you to Summon Samuel Hazen to be and appear before the Honorable the Judges of Our Court of common Pleas at the Court house in Marysville on the 1st day of Our next Term of Said Court to be holden in and for Said County of Union To Answer to the Matters & things charged in a certain Bill in Chancery filed in Said Court against him & Moses B Corwin by Ira Parrish Complainant and have you then there this writ

Witness the Honorable ~~Elisha Lam~~ Frederick Grimke Esq president of our Said court at the court house in Marysville the 14th of May 1833

Silas G Strong Clk

8

Union Com Pleas

Orish Parish

vs Appraisement

Saml. Hazar

Filed June 8th
1835

Silas G Strong
Clerk

State of Ohio Union County

We the undersigned being called upon by C. Winget Sheriff to appraise a certain tract of Land taken on an Execution in a case of Orris Parish vs Samuel Frazar known and described as follows to wit:

Beginning at a Stake on the Margin of the State road leading from Mechanicsburgh to Millford N 80 W 78 poles to two bunoaks, thence S. 10° 30' W. by the present point of the Needle 176 poles to 5 Elms, thence N 80 E 23 poles to a bunoak on the State road, thence with the State road N 29 W 197 poles to the place of beginning; the same being more or less, being part of survey No 9798 Also one other Lot of Land lying and being in the County of Union & Union Township bounded as follows Beginning at four Elms in the line of Nicholas Hathaway being corner to Robert Means Survey, thence with said Means line S 6 E 74 poles to the said Hathaways corner, thence N 47° W 8 poles & thence N 10 E 60 poles to the place of Beginning: and after being duly sworn as the Law directs do appraise the same at five dollars per acre.

June 6th 1835.

Stephen McLain
James Riddle
Harvey Burnham

I do hereby acknowledge Legal service of the within Subpoena in Chancery

Moses B Cannon

Wm Lane Esq
Bro Pannel
Moses B Cannon Dft
Chas Hagan

Recorded

State Of Ohio Union County ss

To the Sheriff of Said County Greeting

We Command you to Summon Moses B Corson if he be found in your Bailiwick To be and Appear before the Honorable the Judges Of Our Court of common Pleas at the Court house in Marysville On the 1st Day of Our next Term To Answer unto Orsh Parrish the Matters & things Charged in a certain Bill in chancery filed in Our Said Court by the Said Ors Parrish against him & Samuel Ka gan and have you then there this Writ

Witness the Honorable Frederick Grimke President of Our Said Court at the Court house in Marysville this 14th Day of May 1833 Silas. G. Strong Clerk

Samuel Kazar
to
O. Parish & Jno H James } Mortgage

Filed for Record
Dec. 22nd 1832 at
6 O. A. M. and recorded at 11 O. A. M.
idem in volume
3rd pages 302 and
303. R. Andrew
Clk. L. McLain

Fees .44 paid

Know all men by these presents that Samuel Kagar of the township of Union in the county of Ohio in the state of Ohio for and in consideration of the sum of seventy five Dollars to him in hand paid by Orris Parish of Columbus and John McJames of Urbana, the rec^t whereof is hereby acknowledged, has granted, bargained sold and conveyed and by these presents does grant bargain, sell, and convey to the said Orris, and the said John their heirs and assigns forever, all those parcels of ground conveyed by Samuel Kagar Senr, to the said Samuel Kagar, by deed bearing date the 18 may 1827 and recorded in Book No 2. page 203 of the record of deeds in said county of Union, which parcel or parcels of ground being situate on the road from Milford to Mechanicsburg and lying in said township of Union, and all the estate, right, title, claim and Demand at law and in equity of him the said Samuel Kagar, in and to the premises with the privilegs and appurtenances to the same belonging - to have and to hold the above bargained premises with the privilegs and appurtenances to the said Orris and the said John their heirs and assigns forever.

The said Samuel Kagar does covenant and agree with the said Orris and the said John, and each of them, and with their & each of their heirs executors, administrators and assigns that he, his heirs executors & administrators will warrant and forever defend the above bargained premises, to the said Orris, & John, their heirs & assigns.

Provided always and these presents are upon this express condition that if the said Samuel Kagar, shall well and truly paid to the said Orris Parish and the said John McJames, or their assigns

the sum of seventy five Dollars in twelve months from this date. for which sum he has given his promissory note of even date herewith, then these presents to be void, otherwise in force:-

In Witness whereof he has hereto set his hand & Seal this ~~Sixth~~ Seventh day of ~~May~~ June 1831

Signed sealed & delivered in presence
S. B. Johnson
David Hutter

Samuel [illegible] Seal

The State of Ohio
Crawford County ss

Before me Ira Wood came Samuel Kagar the above named grantor & acknowledged the signing & sealing of the above writing as his act & deed

Witness My hand & Seal this [illegible]th day May 1831

Ira Wood Justice of the Peace in and for said County

Deleg

Received this Execution May 2 1836

And proceeded to levy on the within described tract of land & advertised according to law and offered at public auction at the door of the Court House on the 4 day June 1836

Not sold for want of bidders

Levy — —	90
Mileage	30
Printer fee	2.00
Appraiser fee	1.00
Summing Appraisement	1 ad
	$4.65

June 4 1836

Union Court Clerk

Court for Pauls

Fees & Expenses

Annual Report

Receipts — —	$87.25
Docket fee — —	5.00
Clerks fee —	4.18
Monthly fee —	1.93
This Quarter do —	85
	$93.30

State Of Ohio Union County }

To the Sheriff of said County Greeting —

Whereas in a certain Suit in Chancery Orsh Paust Obtain the Decree of our Court of Common Pleas against Samuel Hagar for the Sum of Eighty One Dollars & Twenty five Cents On the 28th Day of November 1834 and amongst other things that if Default be Made in the payment of said Sum of Money within Sixty Days from that Date That Execution Issue against certain Mortgaged premises. Now therefore We Command you that you Cause said Sum of $81.25. together with Legally interest thereon to be Made from the said Mortgaged premises to Wit A certain tract of Land Described as follows to Wit Beginning at a Stake on the Margin of the State Road Leading from Mechanics burg to Milford N 80 W 78 poles to Two bur oaks thence South 10° 30' W by the present point of the Needle 176 poles to 5 Elms thence N 80 E 23 poles to a Buroak on the State road thence with the State Road N 29° E 193 poles to the place of Beginning the same being more or Less being part of Survey No 9798 Also One Other Lot of Land Lying & Being in the Township of & County of Union and State aforesaid Bounded as follows Beginning at four Elms in the Line of Nicholas Hallaway Being corner to Robert Means Survey thence with said Means Line S 6° E 74 poles to the said Hallaways corner Thence N 47° W 8 poles thence N 10 E 60 poles to the place of Beginning. Together with the further Sum of $11.10 Cots in this behalf Expended And that you have the Same together with this Writ before the Honorable the Judges of Our said Court at the court house in Marysville On the 1st Day of Our Next Term to Render unto the said Orsh Paust his Debt and Cots aforesaid of which the said Samuel Hagar is convict as appears to us of Record —

Witness the Honorable Joseph R Swan President of Our said Court at the court house in Marysville this 27th 1835

Silas G Strong Clk

No. 33-CH-4

Union Common Pleas Court.

Moses B Curwin
Plaintiff,

AGAINST

Oresto Parish et al.
Defendant.

AUG TERM. 1834

DECREE FOR PLAINTF

Journal 1 Page 194

Record No. 2 Page 406

Ex. Doc. Page

The State of Ohio
Union County } ss

Personally appeared before me Silas G. Strong Clerk of the Common Pleas in Union County Ohio the above named Defendant Elias B. Clemmer and makes oath that the facts contained in the foregoing Answer so far as they are founded on his own knowledge are true & so far as founded on the information of others he believes them to be true

Elias B. Clemmer

Sworn to & subscribed before me this 27th day of August 1853

Silas G. Strong Clerk of Common Pleas in Chancery U.C.

Union Common Pleas

Elias B. Clemmer
ads
Answer in Chancery &c
Orris Parish & John H. Jones

Filed Sept 6th 1853
Silas G. Strong
Clk

Recorded

Converted in Proprietorship

Union County Common Pleas 1853

Moses B Lawrence &
Samuel Kager
vs
Orris Porish &
John H James

Answer in Chancery &c

The separate answer of Moses B Lawrence one of the Defendants to the Bill of Complaint of Orris Porish & John H James Complainants — This Defendant now & at all times hereafter saving & reserving to himself all & all manner of advantage & benefit of exception to the manifold Errors insufficiences uncertainties & uncertainties in the Bill of Complaint of the Complainants Contained for answer thereto or to so much & such parts thereof as this Defendant is advised is material or necessary for him to make answer unto he answereth & saith That he had no knowledge of the existence of the Mortgage referred to & made part of the Bill of the Complainants until after the filing of said Bill but on the Contrary thereof merely believed that no such Mortgage was in existence. This Defendant was compelled to entertain this opinion from the fact that at the time the Defendant Kager was about employing the Complainants as assistant Counsel with this Defendant. This Defendant was instructed & given to understand distinctly by the Complainant John H James that himself & the Complainant Porish had endeavored to obtain such a Mortgage from the Defendant Kager & that said Kager had absolutely refused to Execute the same nor did this Defendant ever learn until the filing of the Bill of the Complainants either from the said Porish or James that such a Mortgage was in existence notwithstanding he was almost daily in Company with said James & perhaps a few times in Company with the Complainant Porish. This Defendant in further answering says that about the sixteenth day of March A.D. 1851 he was employed by the Defendant Kager as an Attorney to appear at & defend him at a Called Court held for the County of Union at which Court said Kager was Charged with the Crime of Arson & after a full investigation of said Charge the said Court ordered said

Kager to give Bail for his appearance at the next Term in a sum which this Defendant cannot now remember or in Default thereof to be committed to Prison & for want of such Bail said Kager was again remanded to Prison this was a long tedious & laborious examination for which this Defendant received from said Kager Personal Property to the value of about Twenty Dollars — for managing & attending to this Defence this Defendant was the only attorney employed — This Defendant in further answering says that immediately after the termination of the called Court charge mentioned the said Kager employed this Defendant as his Attorney to Defend him on said charge at the next Court of Common Pleas to be holden for said County of Union for which service said Kager agreed to pay to this Defendant the sum of Thirty five Dollars and afterwards Land on the 28th day of April A.D. 1851 gave to this Defendant his note for that amount payable on demand This Defendant in further answering says that he did attend as the Attorney of said Kager at the next Court of Common Pleas for said County when an Indictment was prefered against said Kager on said charge and when as this Defendant understood said Kager or his Brother Nathaniel had employed the Complainant Porter to assist him in the Defence charge mentioned how much said Porter received from said Kager or his Brother Nathaniel if any thing or how much was promised or in what way or manner it was paid or to be paid this Defendant does not know nor never did know This Defendant in further answering says that he considered it advisable to change the Venue on the Trial of said Kager owing to the Violent Prejudice as he believed then existing against him in said County of Union & made application in Conjunction with the Complainant Porter for that purpose & on said application the Venue was changed to the County of Delaware where this Defendant attended as the Attorney of said Kager & defended him to the utmost of his skill & abilities & on said Trial said Kager was found guilty by the Jury & by the Court sentenced to the Penitentiary when the services to be performed by this Defendant as the Attorney of said Kager on said undertaking were finally ended — This Defendant in further answering says that said Kager wholly failed to pay to him the amount of Thirty five Dollars mentioned in said note that he received a judgment on the same before a justice of the Peace issued Execution on said judgment which was returned no Property found whereon to Levy & that Estate was insolvent a transcript of the judgment sent to this Honorable Court a Scirefacias issued no Defence made an order made for Execution against Lands & Tenements Execution issued & levied on a tract of Land owned by Defendant & his Two Sons containing about fifty acres & Kager Interest being one third sold on said Execution for forty Dollars which after

deducting the Costs will have between Twenty & Thirty Dollars to this Defendant
on the Judgment against said Kager for Thirty seven Dollars The proceedings
on said Execution Levy sale & return have all been examined & approved
& Confirmed by this Court & an order made for the Sheriff to Convey said Land
to the Purchaser which was done & said Sheriffs Deed duly Executed & placed
on the Records of Clinton County long before the filing of Complainants Bill
as by the records of this Court will more fully appear This Defendant in
further answering says that he denies having stripped the said Kager of
all his Personal property as stated in Complainants Bill but on the
Contrary thereof avers that all he has ever received from said Kager
in Personal property was an old worn out Spanell Clock which
this Defendant pockeyed off for two small Cows & other pay or fine
Dollars in Cash amounting in all to about Twenty Dollars after
Deducting the expense of Driving them to Urbana the whole of which would
not pay this Defendants necessary expenses in attending to the business
of said Kager & the note for Thirty five Dollars is about all this Defendant
will receive from said Kager for his Professional services after
Deducting his expenses at the different Courts he has attended for him
This Defendant in further answering says that as to the allegations in Complain-
ants Bill that the Proceedings by this Defendant against the Real Estate of
said Kager to recover his little Fee is a Nasty Business This Defendant can only
say that Charity would prompt him to believe the Complainants are entirely
ignorant of the services performed by this Defendant for said Kager or the
amount he has charged or received from said Kager but if in this hope he
is in Error he can only say that he deeply laments the unkind illiberal &
selfish Views the Complainants have taken of the Conduct of this Defendant in regard to his
Professional services rendered for said Kager & more especially the Insulting
& Barbarous Language in which that part of Complainants Bill is couched
This Defendant denies all manner of fraud & Combination with which
he is charged without that that any other matter or thing in Complain-
ants Bill not herein & hereby fully answered unto confessed or avoided
and traversed or denied is true all which matters & things this Defendant is
ready to aver & prove as this honorable Court shall order & direct
whereupon he prays to be hence dismissed with his reasonable Costs & Charges
in this behalf most wrongfully sustained

Albert Kennedy Per Dro Pro

Chancery Case File

Case No. 1833-CH-0005

No. 33-CH-5

Union Common Pleas Court.

David Mitchell Jr et al
Plaintiff,

AGAINST

James Boal & Wife
Defendant.

AUG TERM, 1834

No Record

No Record

Journal ..... Page .....

Record No. ..... Page .....

Ex. Doc. ..... Page .....

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

Union Com. Pleas

Dana Mitchell Jr.
Jamy. Ewing
William Baldwin
Jamy Boal
Margaret his wife

Bill of Sale
to Junction Mont.

Filed June 24th 1833
Silas Strong
Clk

Cman

Bank of Columbus the sum of Seventeen hundred dollars with the interest that might accrue thereon on or before the first day of March A.D. 1832 then the said Obyarhan and did wrongfully vice all which amongst other things were more fully and at large appear by said mortgage and now remaining recorded in and amongst the record of deeds in said County of Union book No. 3 page 19 & 20 to which reference is had for greater certainty - your orators charge that the said James Boal wholly failed to pay said Seventeen hundred dollars or any part thereof to the said the President Directors & Company of the Franklin Bank of Columbus and your orators who were sureties and co-sureties for said James to said Bank and on the 20th June A.D. 1831 paid the said Bank for said Boal the sum of Seventeen hundred & eight dollars & fifty cents and the said Boal still failing to pay or account to your orators although requested to do so on the first of March A.D. 1832 and often since - your orators charge that the said sum so paid by them as security and indorsers to said Bank with the interest thereon is still due and owing to your orators and is a lien upon the said lands mentioned in said mortgage - for all which your orators claim that said mortgage is become & is absolute -

Your orators pray your Honors to foreclose the said James Boal and Margaret his wife from all right

redemption and equity of redemption of in and to said
tract of land in said mortgage mentioned — or your
orators pray that said tract of land may be sold to discharge
the amount together with the interest due your orators and
the costs of this proceeding and your orators pray that
= process to the said James Boal and Maydell
his wife and for such other and further relief
as the nature of their case requires and as may be
deemed consistent with equity and good conscience.
May it please your Honors

C. Spear
Sol. for Pltffs

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

Humbly complaining sheweth unto your Honors your orators
James Mitchell Jr. James Ewing and William Baldwin
of said County that on the 22d day of February AD 1831
one James Boal and Margaret Boal his wife both of
whom your orators pray may be made defendants to
this their bill of complaint executed their mortgage
deed and duly sealed and acknowledged the same
and thereby conveyed to your orators the following
described tracts or parcels of land situate in said County
of Union to wit on the waters of Darby Creek beginning
at a buckeye and hackberry on said Creek opposite
the ford below David Mitchells Sen. lower corner
thence S. 11 E 305 poles to an elm and an oak
thence N. 60 W. seventy nine poles to two white
oaks - thence N 22 E. ninety four poles to an elm
and two walnuts on the bank of said Creek.
thence with the meanders of the Creek N. 60 E forty two
poles - thence S. 37 E thirty four poles - thence N. 63 E.
sixty eight poles - thence S. 60 E. thirteen poles to the
beginning containing one hundred and forty one and
an half acres being No of Entry 3312 & 7245 -
also one other tract bounded as follows beginning at
two lemons growing from one root and a black oak

lower corner on the creek to a survey entered in the name of Lucas Sullivant No 2879 running down Darby creek the following courses S 61 E thirty two poles S 32 E twenty two poles S 51 E thirty poles to three hickories on the bank of said creek - thence N 53 E one hundred and ninety poles to a sugar tree and two small iron wood - thence N 37 W. Eighty poles to a red oak in the lower line of said Sullivants survey - thence with said line S. 53 W. two hundred & ten poles to the beginning containing one hundred acres No of entry 2671 and also one other tract bounded as follows beginning at a hickory lower corner to the last aforesaid tract - thence with the line of said tract N. 53 E. one hundred and ninety poles to a stake near a sugar tree and two small iron wood - thence N. 67 E. fifty poles to a post near an iron wood, ash and elm corners - thence S. 53 W. one hundred and ninety two poles to an iron wood and two hickories on the upper bank of said creek - thence up the creek N. 78 W. twenty poles - thence N 47 W. thirty one and a half poles to the beginning containing fifty six acres No 2670 - To have and to hold the above described premises with the appurtenances unto you or your heirs and assigns forever - upon condition that if the said defendant James Boal his heirs executors or administrators shall well and truely pay unto the Franklin Bank of Columbus to wit, to the President Directors & Company of the Franklin

Chancery Case File
Case No. 1833-CH-0006

1833

No. 33-CH-6

Union Common Pleas Court.

Samuel Atkinson adm

Plaintiff,

AGAINST

The heirs of Josiah B Andrew

Defendant.

JUN TERM. 1833

No Record.

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Record No. Page

Ex. Doc. 1 Page 84

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

J. Atkinson Esq
pay to much due
to Silas Kent
Witness June 28th 1833
Silas Gillingham

The Petition of Samuel Atkinson Admr. of Josiah B. Andrew dec.
sheweth to your honor, that said Andrew in his life time, being
siezed & possessed of the following land & real estate in fee,
situated in Union County Ohio, to wit: 100 acres of Survey No. 4807 on
little Darby Creek, sold the same by his title bond dated
March 3. 1831 for a valuable consideration, which bond is in
words & figures as follows, to wit: "I Josiah B. Andrew do hereby bind
"myself, heirs & executors in the sum of five hundred dollars to make unto
"Silas Kent a good & sufficient deed of general ~~warranty of & to~~ a certain piece
"of land to contain one hundred acres, situated & bounded as follows, beginning
"at the South easterly corner of land sold by Walter Dun to said Kent, & land of John H.
"Saben bot of said Dun, & running N 6 East 345 poles or till it shall strike the
"back line of my Survey (No. 4807) & with that line N. 84 West till a line
"drawn parallel with the first named line will make the aforesaid quantity of
"one hundred acres, provided the said Kent shall pay or cause to be paid
"one note bearing even date herewith one for the sum of seventy five
"dollars payable in two years from date, said Kent also agrees to make
"& put up 345 poles of fence whenever I shall want to fence up my land
"adjoining – done this 3. day of March 1831 –

(Signed) J. B. Andrew (Seal)

"It is also a part of the contract that the aforesaid Andrew is to have the
"privilege of a road through the land said Kent bot of Dun, to his land on
"the north of the creek

(signed) J. B. Andrew (Seal)

"Witness
"Michael S. Wood
"Wesley Kent

(signed) Silas Kent (Seal)

That afterwards, at the earnest request of said Kent, said Andrew
agreed to vary the contract so far as to run the first line N. 6 E.
200 poles & include in the tract sold, but 80 acres instead of run-

running it 345 poles to contain the 100 acres - which would make the tract sold much shorter & rather wider than the first form agreed on - & the said Kent agreed to pay the same money for the 80 acres in the latter form, as for the 100 acres in the first form - That the last contract for 80 acres, though not stated in writing, will if completed, ~~will~~ be mutually agreeable & beneficial to all the parties - That afterwards said Andrew departed this life, leaving a widow Jane K. Andrew, now Jane K. Bonne, wife of Alexander Bonne (who waves dower out of the said land as will be seen by paper A); and also leaving the following children, to wit - Hannah E. Andrew, Susan P. Andrew & Jane W. Andrew, minor children & heirs under the age of 21 years respectively, & for whom he prays a guardian ad litem to be appointed for & in their behalf, & whom he prays may be made defendants to this petition, & answer the same - He further states that the fee to said land has by the death of said Josiah B. Andrew become vested in said heirs, who hold the same as trustees for said Silas, who is fully siezed of the equitable interest in said land, he having paid a part of the purchase money to said Josiah B. Andrew in his life time, & the balance to your petitioner as Administrator - The premises considered, your petitioner prays to be authorized to make a deed of conveyance agreeably to the stipulations contained in said title bond as above recited & the subsequent agreement of the parties, for 80 acres of land, & to this end he prays an Order of this Court giving to this petitioner power to make said deed agreeably to the provisions of the statute entitled "An Act to provide for the execution of real contracts in certain cases" passed Feb. 25th 1831, & your petitioner as in duty bound will ever pray &c

G. J. Mills atty for
Pltff.

Filed Jan 28th 1833

Silas G Strong

Answer of the Heirs –

The answer of Hannah E. Andrew, Susan P. Andrew, & Jane W. Andrew minor heirs of Josiah B. Andrew by S. G. Strong their guardian ad litem, to the petition of Samuel Atkinson Admr. of Josiah B. Andrew, filed in the Court of Common Pleas of Union County against them –

The said defendants by their said guardian ad litem saving & reserving to themselves all & all manner of benefit of exception to the many errors in said petition contained, for answer thereto they by said guardian ad litem state that they are wholly ignorant of the facts set forth in said petition, & require proof, & having fully answered said petition they pray by said guardian ad litem to be dismissed with their costs most wrongfully sustained &c. &c.

Hannah E. Andrew
Susan P. Andrew
Jane W. Andrew

By Silas G Strong
their guardian ad litem

A

Jacob H. Bourne

Aqtd.

Filed June 28th 1833

Silas G. Strong

Clk

In the case of the petition of the Administrator of the estate of the late Josiah B. Andrew dec.d to the Court of Common Pleas of Union County at the June term 1833, for an Order to convey a certain tract of land in said County to Silas Kent, agreeably to the stipulations of a title bond given by said Andrew in his life time to said Kent; I as Guardian of the Minor heirs of the said Andrew agree to wave the formality of a public notice in this case, & request that a deed may be authorized to be made, as set forth in the petition —

June 20. 1833

Jane Ann Bourne

Guardian

Chancery Case File

Case No. 1833-CH-0007

Chancery Case File
Case No. 1833-CH-0008

No Record.

No. 33-CH-8

Union Common Pleas Court.

John B Baird
Plaintiff,

AGAINST

David A Copeland
Defendant.

SEP TERM 1833

Sale of Land

JUDGMENT VS DEFENDANT

No Record.

Journal 1 Page 173

Record No. No Record. Page

Ex. Doc. Page

John B. Baird
vs
David O Copeland
petition for partition
Filed Sept 16th 1838
Silas G Strong
Clk

Union Common Pleas September term 1833

To the Honorable the Judges of the Court of Common Pleas When in Chancery Sitting

Humbly Complaining Sheweth unto your Honors your petitioner John B. Baird of the City of Cincinnati Hamilton County Ohio that in June of the Summer last past your petitioner purchased of W. F. Cocke and Susan V. his wife of the State of Virginia Prince George County seven hundred and forty acres of land part of Original entry No. 4069 U. M. said original entry containing one thousand acres as yet undivided your Petitioner further sheweth that David Copeland alias David O Copeland of the State of Virginia or others unknown to your petitioner own the remaining two hundred and sixty acres of said survey No 4069 and is tenant in common with your petitioner in said one thousand acres being lying and situate as follows to wit at the County of Union aforesaid and within the Jurisdiction of this Court. B Beginning at a large white oak and three sugartrees corner to Edward Dowse's surveys No^s 2256. 2351. 3354. running thence with the line of said last mentioned survey S 80 W 400 poles to a sugartree and hickory and ironwood South East corner to said survey thence S. 10 E. 400 poles to two small ironwoods and sugartree North west corner to Rickmans survey No 4068. thence with the line thereof N. 80 E. 400 poles to a hickory ash and red oak South west corner to Edward Dowse's survey No 2256 aforesaid thence with his line to the beginning containing one thousand acres by original survey. your petitioner further represents unto your Honors that so long as your petitioner's estate in said one thousand acres is undivided and held in common with the said David Copeland alias David O Copeland or other owners unknown your petitioner cannot avail himself in the best possible of his interest in said tract of land in tender consideration whereof your petitioner prays that

agreeably to the statute in such case made and provid-
-ed the part and proportion justly belonging to your petitioner
and also the parts belonging to the said Defendants in said
one thousand acres may be settled and ascertaind and
that a fair partition may be made between your petition-
-er and all others interested therein and that the partic-
ulars thereof belonging to your petitioner may be thence
forth held and enjoyd by him and his heirs or assigns in
Severalty and that the same may be conveyd to him and
his hirs or assigns free from all incumbrances and that
all paper parties may join in such conveyances and
that in the in mean time possession of such particulars
may be delivered unto your petitioner and that the the decree
of this Court may operate as such conveyance untill proper
title is rendered to your petitioner by all persons interested in
said estate of one thousand acres aforesaid

May it please your Honors to afford unto your process
against said David Copeland alias David Copeland
or other owners unknown

And your petitioners as in duty bound
will ever pray &c

R. L. Lawrence
Sol. for petitioner

Chancery Case File
Case No. 1833-CH-0009

No. 33-CH-9

Union Common Pleas Court.

Sarah Russell
Plaintiff,

AGAINST

Elizabeth Russelleke
Defendant.

MAR TERM. 1835

Partition

DECREE FOR PLAINTF.

Journal 1 Page 224

Record No. 2 Page 365-

Ex. Doc. Page

We the undersigned, Defts. within named acknowledge legal service of notice of the pendency of the within petition.

James Russell
John Russell
Frank Rattlum
Elizabeth Rattlum

Union Com. Plas

Sarah Russell &
Harriet Russell by
John Kelly Guardian

vs

Elizabeth Russell
James Russell
John Russell &
Charles Rattlum
his wife

Petition for Partn
Filed Sept 16th 1833
Silas Strong
Clk
Recorded

To the Honorable the Court of Common Pleas of the County of Union.

The petition of Sarah Russell & Harriet Russell children and minor heirs of James Russell, late of Union County, deceased, exhibited by John Jolly their Guardian, respectfully sheweth that they are each of them entitled by descent to one undivided fifth part of the following described tract or parcel of land situate in the County of Union aforesaid, on the waters of Darby's Creek, bounded as follows to wit, beginning at four burr Oaks, three of them from one root, one of the original corners & the beginning of survey No. 7393. thence N. 57° W. 40 poles to a burr-oak & hickory; thence N. 15° E. 32 poles to three burr-oaks; thence N. 52° E. 94 poles to two large burr oaks; thence N. 30° E. 84 poles to two black oaks & a small hickory; thence N. 33° W. 164 poles to two burr oaks on the edge of a prairie: thence N. 45° E. 68 poles to three burr-oaks; thence S. 32° E. 56 poles to a forked burr-oak; thence S. 86° E. 50 poles to a forked burr-oak; thence S. 37° 30' E. 83 poles to three burr-oaks; thence N. 56° E. 24 poles to two burr oaks; thence S. 68° E. 42 poles to three burr-oaks; thence S. 90 poles to two burr oaks from one root in a prairie; thence S. 87° W. 76 poles to a jack oak & a burr oak; thence S. 25° E. 74 poles to five burr oaks from one root; thence S. 58° W. 92 poles to three black oaks, two from one root; thence N. 57° 30' W. forty poles to the beginning containing 313 acres of land more or less and being the whole of said survey No. 7393

patented to John Graham on the 6th of February 1813. & coming by sale Graham to Walter Dun July 10th 1814 and by said Dun & his wife to the said James Russell dec'd January 13th 1827 as appears by the deeds hereunto exhibited. Your petitioners further show that sometime in the month of August A.D. 1828 the said James Russell died intestate seized of said tract of land, leaving your petitioners and also James Russell John Russell, and Elisabeth Rathbun wife of Charles Rathbun, late Elisabeth Russell his children and only heirs at law, who are each entitled as such heirs to one undivided fifth part of said tract of land. The said James Russell dec'd also left Elisabeth Russell his Widow, who is entitled to dower in the premises. As well your petitioners, as the said widow & three last mentioned heirs reside in the County of Lenox aforesaid which said widow and last mentioned heirs your petitioners by their guardian aforesaid pray may be made Defendants to this petition and that partition may be made of the said tract of land among the said heirs and dower therein assigned to said Widow according to the form of the statute in such case made & provided. And your petitioners &c.

Sarah Russell & Harriet Russell
by John Tolly their Guardian
by J. P. Chapelin.
Sol'r for Pet'rs

Com. Pleas - Union County

Sarah Russel et al.
vs
E. Russel Widow et al.

Report of Appraisers &c.

(&A)

Recorded

Sarah Russell &
Harriet Russell by
John Solly Guardian
vs
Elizabeth Russell widow
Jane Russell
John Russell
Charles Rathbone &
Elizabeth his wife

Petition for Partition

To the Honorable Court of Common pleas in and for the County of Union, In conformity to a writ Issued from said Court to us directed after being duly sworn by Calvin Winget Sheriff of said County we proceeded to view the premises pointed out and described in said writ and after carefully examining the same unanimously agree that in our opinion said premises cannot be divided equably to said wont without an manifest injury to the same; we therefore appraise the said premises to three Dollars and eighty three cents per acre

Given under our hands this fifth day of October 1838

James Irving
Samuel Fuller
David Chapman

Appraisers

Commissioners fees $3.00
Surveyors fees 2.00
Sheriffs fees amount $1.00
Mileage .75
$7.75

Union Com Pleas

Sarah Russell et al

vs

Elizabeth Russell et al

Writ of Partition

Recorded

April 18th 1834

In obedience to the command of the within writ I proceeded according to the statute in such cases provided, with the lawful men within named, on the 5th day of Oct. 1833. who proceeded to view the premises & pass thereon & who make their report thereon which said report marked (A) I pray may be taken & considered as a part of this my return, in all which actings I have proceeded according to law —

Service — 100
Mileage — 63½ miles

S. Wright Sheriff

State of Ohio Union County Court of common Pleas of the Term of September 1833

Sarah Russell &
Harriet Russell by
John Colly Guardian

vs

Elizabeth Russell Widow
James Russell
John Russell &
Charles Rathbun &
Elizabeth his wife

Petition for Partition

To the Sheriff of said County of Union Greeting

Whereas in our court of common Pleas at the Term aforesaid In the Above Entitled cause It Was Ordered by the court that a writ of Partition issue directed to the Sheriff of this county commanding him that by the Oaths of James Ewing Samuel Sagar & David Chapman three disinterested and Indifferent freeholders of the County of said Lands in the Petition described, he cause to be set of and Divided to Each of the Parties in petition named their respective Shares in said Lands as well as the Widows Dower therein

Now therefore We command you that in pursuance of the foregoing Order and the Statute in such cases made and provided you cause said Lands to be set Off & Divided to wit 313 acres of Land More or Less Bounded as follows Beginning at four Bur oaks three of them from One Root One of the original corners and the beginning One of Survey No 7393 Thence 57° W 47 poles to a bur oak & hickory Thence N 15 E 32 poles to three bur oaks Thence N 5 E 94 poles to 2 Large Bur Oaks

Thence N 30° E 84 poles to two black oaks & a Small Hickory Thence N 33° W 164 poles to two bur oaks on the Edge of a prairie Thence N 39° E 68 poles to Three Bur Oaks Thence S 52 E 56 poles to a forked Bur oak Thence S 86 E 50 poles a forked Burr Oak Thence S 37° 30' E 83 poles to three bur oaks Thence N 56 E 24 poles to Two bur oak Thence S 68 E 42 poles to Three bur Oaks Thence S 90 poles to two bur oaks from one root to a prairie Thence S 87° W 76 poles to a Jack Oak & a bur Oak Thence S 25° E 74 poles to five Burr Oaks from One root Thence S 58 West 191 poles to three black Oaks two from one root Thence N 57° 30' W forty poles to the beginning

And that you cause Dower to be set Off to the said Elizabeth in the premises aforesaid and that you Make Report of your Doings hereon at the next Term of this court Having then there this Writ.

Witness The Honorable Frederick Grimke Esq President of Our court of common Pleas at the court house in Marysville this 19th Day of Sept 1833

Attest Silas G Strong Clerk

Union Cirt Pleas

John Jolly Guardian

vs

Elizabeth Russell et al

Writ of Partition

Recorded

State Of Ohio Union County ss

To the Sheriff Of Said County Greeting

Whereas at the September Term of the court of common Pleas in and for Said County - a writ Of Partition issued by order of court In the Case of the Application By petition of Sarah Russell & Harriet Russell By John Jolly their Guardian

vs

Elizabeth Russell widow - James Russell John Russell Charles Rathbone & Elizabeth Rathbone his wife Late - Elizabeth Russell - And Whereas at the April Term of the said court Calvin Wright Sheriff of Said County Made Return of his doings thereon Which Said Return On Motion was Set aside by the court And an Alias awarded Now Therefore We command you that by the Oaths - of James Marquis Samuel Sagar and David Chapman Three Indicious Disinterested freeholders of the vicinity you cause to be Set off And Divided to Each of the Parties in the Petition Named their Respective Shares in - Said Lands as well as the Widows Dower therein to wit 313 acres of Land More or Less Bounded as follows to wit Beginning at four Burroaks three of them from one root the Original Beginning corner of Survey No 7393 Thence N 57 W - 47 poles to a buroak and Hickory Thence N 15° E 32 poles to 3 buroaks Thence N 52° E 94 poles to 2 Large Burroaks Thence N 30° E 84 poles to 2 black oaks and a Small hickory Thence N 33 W 164 poles to 2 buroaks in the Edge of a Prairie Thence N 39° E 68 poles to 3 buroaks Thence S 52 E 65 poles to a forked Burroak Thence S 86 E 50 poles to a forked Burroak Thence S 37° 30' E 83 poles to three Buroaks Thence N 56 E 24 poles to two buroaks Thence S 68 E 42 poles to 3 buroak Oaks Thence S 90 poles to 2 buroaks from one Root in a prairie thence S 87° W 76 poles to a Jackoak and a — Buroak thence S 25 E 74 poles to 5 buroaks from one Root - Thence S 58 W 191 poles to 3 blackoaks two from one root Thence N 57 30' W 40 poles to the beginning -

And that you cause the Dower to be Set off to the said - Elizabeth in the premises aforesaid And that you Make Report of your Doings herein And Return of this writ on the 1st Day of our Next term.

Witness the Honorable Joseph R Swan - Esq President of our Said court at the - Court house in Marysville this 23d day of June A D 1834

Silas G Strong Clk

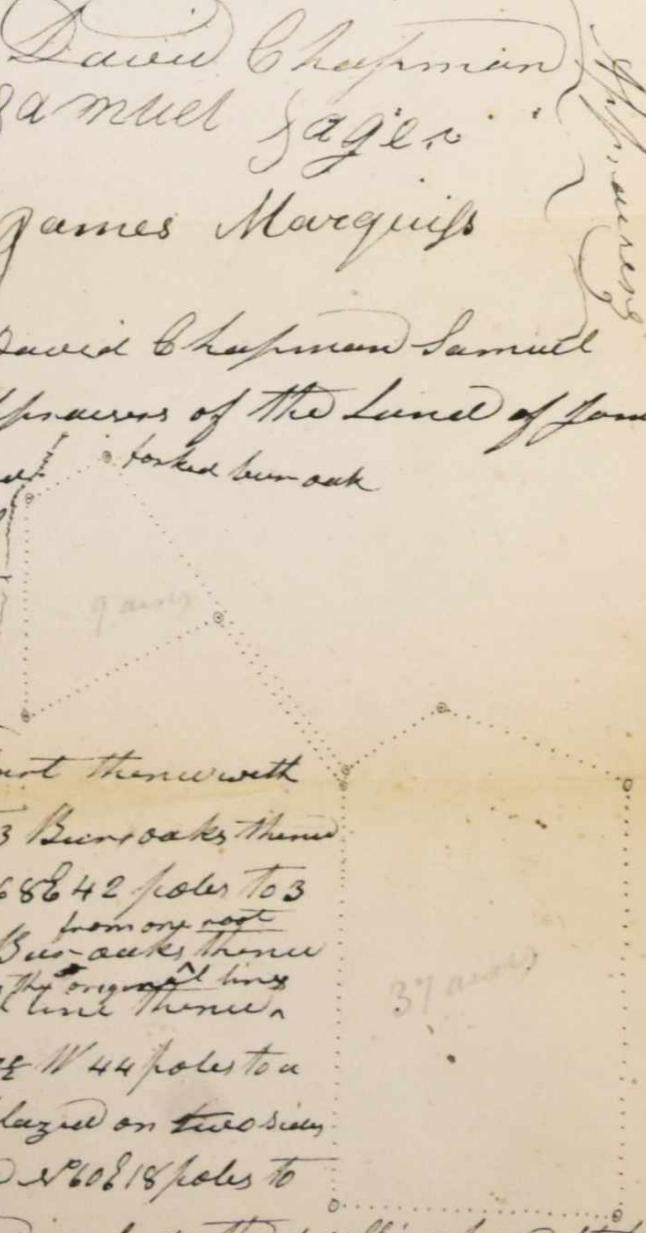
In pursuance of the Commands of the foregoing writ I - Did On the 12th Day of July 1834 Summon David - Chapman Samuel Sagar & James Marquis to - Set off and apart Said Land & Also to Set of Dower And herewith return this report herein attached

August 25th 1834 — C Wright Sheriff

To the honorable Court of Common Pleas of the County of Union and State of Ohio We the undersigned after being duly Sworn as the law directs in obedience of your order to us directed proceeded to appraise 313 acres of land the property of the heirs of James Russel deceased we are of the opinion that the land cannot be divided between the several heirs without materially injuring the value of the land. we have therefore appraised it at three dollars per acre subject to Elizabeth Russel. Widows dower which we have set off as the accompanying plat will show given under our hands this 12th day of July 1834

David Chapman
Samuel Sagar
James Marquis
Appraisers

Surveyed by the direction of David Chapman Samuel Sagar and James Marquis Appraisers of the Land of James Russel deceased. the following discribed land the Dower of Elizabeth Russel Widow bounded as follows to wit beginning at a forked Burroak an original corner to Survey No 7393 of which the land Now Surveyed is a part thence with the original lines S 37½ E 83 poles to 3 Burroaks thence N 56 E 24 poles to 2 Burroaks thence S 68 E 42 poles to 3 Burroaks thence South 90 poles to 2 Burroaks from one root thence S 87 W 61 poles to a stake in original line leaving the original line thence North 88 poles to a stake thence N 37½ W 44 poles to a stake thence S 60 W 45 poles to an Elm blazed on two sides thence North 47 poles to a stake thence N 60 E 18 poles to the beginning containing 46 acres and includes the dwelling house stable and orchard. July 12th 1834



David Chapman Surveyor

Sheriffs fees summoning & swearing
free holders - - - $ 1.00
Mileage - - - - - - .70
Surveyors Fees - - - - $ 2.00
3 Appraisers fees - .75 Each . . $ 2.25

Union Com Pleas

Sarah Russell al[illegible]
vs
James Russell al[illegible]

Order of sale

Costs

Clerks fees	7.81
Sheriff fees	3.45
Surveyors fees	4.00
Commissioners fees	5.25
	$20.51

Recorded

Pursuant to the commission to me directed I have on the 21st day of September 1835 proceeded to offer for sale at public vendue at the Court House in the town of Marysville in Union County the land described in the petition to the highest bidder who became the purchaser of the same at the price of $620.10 Cents that being the highest bid I therefore report the same as the proceeds of sale of said land and that I have received the purchase money & that the proceedings were conducted in the manner prescribed by law.

Thos Allen Jr

State Of Ohio Union County ss

To the Sheriff Of said County Greeting

Whereas heretofore to Wit On the 2nd day of June 1834 Our Writ of Partition Issued Commanding the Sheriff Of the County of Union To Cause to be set off and Appartioned Unto Sarah Rupell Harriet Rupell James Rupell John Rupell and Charles & Elizabeth Rathbon the Lands and Real Estate belonging to them as the Heirs of James Russell And that he cause the Dower of Elizabeth Rupell therein to be set off - And that he cause the Same to be Done by James Marquis David Chapman & Samuel Sagar - to Wit the Lands contained in the following Boundaries to Wit - Beginning at 4 Burroaks three of them from one Root the original beginning Corner Of Survey No 7393 Thence N 57° W 47 poles to a Burroak and Hickory Thence N 15° E 32 poles to three bur oaks Thence N 52° E 94 poles to 2 Large Burroaks Thence N 30° E 84 poles to Two Black oaks and a Small Hickory Thence N 33° W 164 poles to Two burroaks - to 2 burroaks on the Edge of a Prarie Thence North 1/39° E. 68 poles to three Burroaks Thence S 52° E 65 poles to a forked Burroak Thence S 86 E 50 poles to a forked Burroak Thence S 37° 31 E 83 poles to three Burroaks Thence N 56 E 24 poles to two bur oaks Thence S 68 E 42 poles to 3 burroaks Thence S 90 poles to two Burroaks from one Root in a prarie Thence S 87 E 76 poles to a Jackoak and a Bur oak Thence S 25 E. 74 poles to 5 burroaks from one Root - Thence S 58 W 191 poles to three Black oaks two from one Root Thence N 37° 30' W 40 poles to the Beginning containing in All 313 acres in all And Whereas on the Seventy fifth Day of August Said Sheriff Made

Return of his Doing under Said Writ & the Report of Said Freeholders - And the court having Examined the proceedings on Said Writ and it appearing that the Dower of the Said Elizabeth had been set off by Metes & Bounds - as follows Beginning at a Stake and Bunoak an original Corner to Survey No 7393 of which the Land now surveyed was part thence with the original Lines S 37° W 83 poles to three Bunoaks thence N 56° E 24 poles to 2 bunoaks Thence S 68 E 42 poles to 3 Bunoaks thence South Ninety poles to 2 bunoaks from one root Thence S 87 W 61 poles to a Stake in Original Line thence Leaving the Original Line N 88 poles to a Stake thence N 37° 30' W 44 poles to a Stake Thence S 60° W 45 poles to an Elm blaged on two sides Thence N 47 poles to a Stake Thence N 60° E 18 poles to the beginning containing 46 acres and Includes the Dwelling house Stable & Orchard - And it further appearing that said premises cannot be Divided without Material Injury to the Value of the Same and none of Said Heirs Electing to take the Said premises at the appraised Value Thereof the Court Now here at this August Term thereof AD 1834 Do order that the Sheriff Proceed to Sell the Same Now therefore you are hereby commanded to proceed to Sell Said Land and premises subject to the Dower of the Said Elizabeth - as aforesaid agreeably to the form of the Statutes in Such Case Made and provided & that you have this Writ Together with your Doings thereon before the Honorable the Judges of our Court of common Pleas On the 1st Day of the Next Term of this court

Witness the Honorable Joseph R Swan Esq
President of Our Said Court at the
court house in Marysville this 5th
Day of January 1835

Silas G Strong Clk