

Chancery Case File

Case No. 1834-CH-0001

⑦

No. 34-CH-1

Union Common Pleas Court.

Charles W D Burns et al
Plaintiff,

AGAINST

Joseph Maryman et al
Defendant.

JUN TERM, 1835

Dismissed

Journal 1

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Record No. ~~No Record~~

Ex. Doc.

Page

Charles W. O'Brien

Bayley & ^{Hering} Merriman

Filed April 17th 1834

Silas G. Strong

G.S.

To the Court of Pleas with the County
of Union and State of Ohio in Chancery sitting.

Charles W. D. Bums of the County of Loudoun in the State of Virginia, humbly represent that Dr. Geo. D. Alexander of Fairfax County in said State of Virginia, was entitled for his services for three years as a Surgeon in the Virginia Continental Line during the war of the American Revolution to six thousand acres of Land,

That some time between the years seven hundred and seventy eight and eighty four Dr. Alexander departed this life leaving a will, being dated ~~1777~~ September 16th 1777, a copy of which ^{is herewith} is herewith filed and prayed to be made a part of this bill of Complaint by which he devised all his property real and personal to be equally divided between his two Brothers Robert & Philip Alexander, except some few unimportant legacies. That some time in the year seven hundred and eighty four on the tenth day of June in the year seven hundred and eighty four then issued from the general Land Office of the United States to Robert Alexander, as heir at law of his Brother Geo. D. Alexander, a Land Office Military warrant N^o 3142, for six thousand acres of Land. A copy of which, together with the assignments of the different certificates of Survey which were subsequently made, is herewith filed marked B. and prayed to be taken as a part of this bill of Complaint;

That some time in the year 1793 the said Robert Alexander the brother of the said Geo. D. Alexander, and the original grantee of the said Military warrant, who for greater certainty will be designated as Robert the elder, departed this life leaving a will a copy of which is herewith filed & marked C. and prayed to be taken as part of this bill by which he devised to his son Robert Alexander, ^{among other things} one half of all this Land in Kentucky which he claimed under the will and Testament of his brother George who was entitled to the same for services in the Continental war and the residue among other things to his son Walter - making the shares of the said Robert & Philip fifteen hundred acres each, their father being entitled under their Uncle's will to one half or three thousand acres of said warrant. Your petitioner would further represent that after the death of the said Robert the elder, his son Robert took possession of the said Military Land warrant to one fourth part of which he was entitled by his father's will, and on the 21st day of February in the year 1798. assigned the same to George Baxley and Joseph Maynard ^{their heirs and assigns} who your Orator prays may be made Defendants to this bill of Complaint

in the following words viz. "I hereby assign, transfer and Make over to George Barby and Joseph Merymann their heirs and assigns, all my right title and interest of in and to the within Land Military warrant, and the six thousand acres of Land therein mentioned for value received, In witness whereof I have hereunto set my hand and seal this 21st day of February 1798. But I do not guarantee warrant or defend the said Land in any part or parcel thereof." a copy of this assignment is herewith filed and makes part of exhibit B.

Your Petitioner would further Represent that, ^{the 2^d Defendants,} at the time the said Robert Alexander Senior assigned his interest in the said warrant to them, were residents of the County of Baltimore in the State of Maryland, were well acquainted with the family; that they well know that the said Gen. D. Alexander died without issue, leaving several brothers that he devised his property and that his will was proved, and duly recorded; they well know that Robert Alexander Senior to whom the warrant issued as the heir of his brother George was dead, that he had died leaving a will, which was duly proved and recorded, and moreover that the said Robert Senior this assignment was only entitled to one fourth part of said warrants. But his name being Robert Alexander the same with the original grantee of the warrant they purchased it with the view and intention of defrauding the other heirs of their proportion, and in pursuance of this fraudulent intent they caused the said warrants to be located in their names as assigns of Robert Alexander his at law of Gen. D. Alexander, in the Virginia Military District, between the Scioto River and Little Miami rivers in the County of Union, in the State of Ohio, on six entries of one thousand acres each, Numbered 32, 34, 5, 6, 7, 8, & 9. all which are fully appear by reference to the copies of the said entries herewith filed. Marked D.

Your Petitioner would further represent that on the fourth day of February A.D. 1808 the said Defendants Barby and Merymann assigned for a valuable consideration the certificates of Survey for Nos 32, 34, & 39 to Lucas Sullivant, and that upon said certificates said Sullivant procured patents to be issued on the 12th day of April A.D. eighteen hundred.

That on the seventeenth day of February A.D. eighteen hundred the said Baxley and Meryman divided the balance of said lands between themselves the said Baxley assigning to said Meryman all his interest in the certificate of Survey N^o 3235 & 3236, and the said Meryman assigning to said Baxley all his interest in Survey N^o 3237 & 3238. That on the eighth day of May A.D. eighteen hundred and two patents issued for the said Survey N^o 3235 & 3236 to the said Joseph Meryman, and that the said have ever since that time, and do now belong to the said Joseph Meryman and have always been and still are taxed in his name.

That on the fifteenth day of April A.D. 1800. the said Baxley for a valuable consideration assigned the certificate of Survey for N^o 3237 to William Tomar, James Price, and William Bruff, who it appears obtained a patent for the same on the 4th of June A.D. 1801. But they or their assigns have since permitted it to be sold for taxes. That at the same time the said Baxley assigned the certificate for Survey N^o 3237 for a valuable consideration he fraudulently assigned to the same individuals the certificate for Survey N^o 3238. with a view to cut off the title to the same by procuring a patent to be issued to them as innocent purchasers, and then to have the same conveyed by them to him. all which your Petitioner charge was done; the patent for the said Survey N^o 3238 accordingly issued to the said Thomas, James Price and Bruff as assigns on the 4th of June 1801, and some time afterwards the same was conveyed by them to said Baxley as was pretended for a valuable consideration, but in reality as above stated for the purpose of confusing the title and to prevent ^{the said Walter} the assignor of your Petitioner from recovering his proportion of said lands which he claimed by virtue of his father's will, the said Robert Alexander. And which is claimed by your Petitioner ^{himself} by an assignment from him the said Walter for a valuable consideration, which said assignment will be produced upon the trial of this cause. And that said Survey N^o 3238, for a great length of time has been and still is taxed in the name of said George Baxley, and still belongs to him.

And your orators moved for the relief that they are informed and believe that Joseph Meryman is dead they therefore pray that as his heirs or devisees are unknown that when known they may be made parties to this bill this bill of complaint.

Your Petitioner further represents that the said Baxley and others have as before stated, sold and conveyed for a valuable consideration three of the Survey Nos^s 3234, 3237, & 3239. But still own or claim to own the other three viz - Nos^s 3235, 3236, & 3238 - that they are only entitled as will be perceived by an examination of the wills of Geo. D. and Robert Alexander Senr and the assignment of Robert Alexander Jr, to one fourth part of said lands, and ought to convey to your Orator, ^{or assigns} as assignee of Walter Alexander fifteen hundred acres of the land, or a part of the land; in their possession, and a compensation in money for the labours - that they have often been requested to do this but wholly refuse to do so -

Your Orator therefore prays that ~~the writ of Subpoena~~ as the Defendants are ~~not~~ ^{part} non residents of this State, an order of publication may be made in conformity with the Statute in such case made and provided, and that notice may be given them of the pendency of this suit in such manner as the Court shall deem proper and that they may be compelled to answer all the premises as fully as if the same were here again repeated and they ~~fully~~ specially interrogated thereon - And more particularly, that they may answer and say whether they were not acquainted with the family of Robert Alexander their grantor? whether the said Robert Alexander to whom the said warrant No^s 3142, issued was not the brother of the said Geo. D. Alexander? whether the said Robert the brother did not die sometime in the year A.D. 1798? whether the assignment to them was not made in the year 1798? and whether the said assignment was not made by the son of Robert Alexander the grantor of the said warrant? whether Robert the elder did not leave a will which was duly proved, and recorded, by which he expressly bequeathed to his son Robt their grantor one half of his part of ~~said~~ the land to be located on said warrant, and the residue to his son Walter? whether he their grantor did not inform them at the time they made the purchase of him, that he was only entitled to one fourth part of said warrant? whether they did not know that Robert their grantor was not the heir at law of his uncle Geo. D. Alexander

whether they did not obtain the assignment from him with the fraudulent intention to represent him as the heir at law from the circumstance of his name being the same with his father the grantor of the warrant? what price they paid for said warrant? and whether at the time they purchased there was not a perfect understanding that they purchased only the right and interest of their grantor Robert the son of the grantor, and that his interest was only one fourth of said warrant or fifteen hundred acres of land.

And your petitioners further pray that on the final hearing of this cause the said Defendants may be decreed specifically to convey to your petitioners as the assignees of the said Deceased Alexander his proportion ^{viz} fifteen hundred acres of said land, or that they be decreed to convey to him his proportion of what is still owned by them, and a reasonable equivalent in money for the balance and such damages & interest as your Orator may have sustained by reason of the premises; and that your Orator may have such other and further relief as in the premises, as equity and good conscience may require.

Perish Hartley & Gilbert
Sol. for Compt.

Exhibit B

Filed April 17th 1834

Silas G. Strong
Clerk

Copy of Warrant

Land Office Military Warrant N^o 142

To the principal Surveyor of the Lands
set apart for the Officers & Soldiers of the
Commonwealth of Virginia

(L) This shall be your sufficient ~~and~~ warrant
to Survey and lay off in one or more Surveys
for Robert & Alexander how at Law of George
Dout & Alexander deceased his heirs or assigns
the quantity of six thousand acres of Land
due unto said ~~Robert & Alexander~~ in Consideration of his
services for three years as a Surgeon in the Virginia Continental
line agreeably to a certificate from the Governor & Council
received into the Land Office. Given under my hand & the
seal of the Land Office this tenth day of June in the
year one thousand seven hundred and eighty four.

John Hume R. L. G.

Copy of assignment

I hereby assign transfer and make over to George Baxley
and Joseph Mearns their heirs and assigns all my right
title and interest if in and to the within Land Military
Warrant and the six thousand acres of Land therein
mentioned for value received. In witness whereof I have
hereunto set my hand & seal this 21st day of February 1798

But I do not guarantee warrant or defend the said
Land in any part or parcel thereof

Sealed & delivered in

Robert & Alexander (seal)

presence of
James Marshall
Charles Love

Alexander Bell:
Miss E. Copy

Exhibit C.

Fee \$1.00

Filed April 17th 1834

Seal. E. Strong
Clerk

In the Name of God, Amen, I Robert Alexander of the
County of Fairfax and State of Virginia being of Sound Mind
and Memory do make and appoint this my Last Will and Testa-
-ment, desiring that all former Wills by me made may be cancelled
and have no effect. I give to my wife Mary Anne a full
third of my whole Estate real and personal during her natural
life. Then I give to my Son Robert and his heirs for ever one half
of the Land which I formerly sold to the late Mr. John P. Curtis
and upon which she now lives, and it is my desire that my wife should
use the same to him and his heirs, and I hope my Son Robert will
so Conduct himself to the Satisfaction of his Mother as to induce her
to give that moiety of the Land upon which the Dwelling House is
built, but should his Mother think him wanting in duty and at-
-tention to her, I will and desire that the said moiety may be
given to my Son Walter and his heirs for ever. Then, I give to my
Son Robert and his heirs for ever one half of the Land between the
North line and north of which I stand or may hereafter be laid
off in such Manner as may be most Convenient and Contiguous
to each of my Sons moiety of the Land upon which I live
Then, I give to my Son Robert and his heirs for ever all the Land
and interests in the possession of Mr. Balanin Dade lying
near the Town of Alexandria. Then, I give unto my Son Robert
and his heirs for ever all the Land lying near Cold Charles Broad-
-waters which was sold and devised to me by my brother George
as will more clearly appear by his Last Will and Testament
Then, I give to my Son Robert and his heirs for ever the Tract
of Land in Hampshire County which I purchased of John
Pancake as appears by the Deed of the said Pancake. Then,
I give to my Son Robert and his heirs for ever nine hundred
and thirty Acres of Land in Montgomery County upon the
waters of Piney river and Paint Creek branches of the Shenandoah
which was granted by the Commonwealth to Nicholas Hannak
Esq. of William Whitcraft Esq. which Deed was signed by
Nicholas Hannak to William Ward of whom I purchased
it. Then, I give to my Son ^{Robert} and his heirs for ever the Tract of Land
I purchased of Benjamin Drago upon Tygo Valley which will
more fully appear from the Documents and papers lodged in
the Land Office and the Recy. receipt now in the possession of Mr.

Charles Alexander, I do give to my Son Robert and his
heirs forever and half of all the Land I have a right to upon Pack-
-saw River in the County of Greenbrier, which will appear
more fully from the Documents and papers in the Land Office
and the Receipt in the possession of Mr. Charles Alexander
I do give to my Son Robert and his heirs forever and half of all my
Lands in Kentucky which I claim under the Will and Testa-
ment of my brother George who was entitled to the same for Ser-
vices in the Continental War, I do give to my Son Robert and
his heirs forever a lot of Ground in George Town in the State of
Maryland which I purchased of the late Mr. Henry Mauer
as appears from papers in my possession, I do give to my Son
Robert and his heirs forever a Tract of Land near George Town
in Montgomery County Maryland which came by my Wife.
I do give to my Son Robert and his heirs forever one half of my
Lands and personal Estate and it is my desire that he shall possess
the same upon his arrival to legal age, I do give to my Son
Mather and his heirs forever all the rest and residue of my Estate
both real and personal and should my Son Robert claim
the Land which came by his Mother as his right of inheritance,
it is then my Will and desire that all the Tract of Land I sold
to Mr. Custis and am now possessed of shall be my Son Mather's
and his heirs forever, I do give my Will and desire if either of
my Sons Robert and Mather should die without lawful issue,
the Survivors to take the residue to their Estate and enjoy the same
forever, but in Case of both their deaths without lawful issue, I
will and desire that my whole Estate real and personal shall
descend and pass equally between my brother George and
Sister Ann's Children and their heirs forever, Lastly I appoint as
Executors to this my Last Will and Testament my Wife
Mary Ann, my Son Robert and Mather, Peter Alexander
George Chapman Sen: and Fielding Lewis. In Confirmation of
the above I have subscribed my name and affixed my Seal
this 4th day of January 1793

Signed, Read and published
In the presence of
George Chapman
Nathaniel Chapman
Abner Clements

Robert Alexander (22)

Since Signing the above Will and Testament I have re-
-collected that my brother George had a Child by Mary Bodin-
-son who is poor and unprovided, it is my Will and desire in
Case of the deaths of my two Sons Robert and Walter without
lawful issue, that the said Child shall have out of my Estate
Five hundred pounds V. Currency, but in Case my Son live or
either of them, to Come of age, then I desire that he or they pay
to the said Child one hundred pounds V. Currency as soon as
it can be conveniently raised out of my Estate, it is further
my desire at the expiration of six Years to be computed from
this date that my said Nephew shall be liberated as a Com-
-pensation for his faithful Services to me. I further desire that
all claims which I have against Barton Davis may be
relinquished, as he has paid great attention to me in my
illness. In witness whereof I subscribe my name and
affix my Seal this 28th January 1793

Witness G. Chapman Sen: Robt: Alexander (S3)
Geo: B. Chapman
Nathaniel Chapman
Allan Clements

At Court held for Fairfax County 18th February 1793
This Will was presented in Court
and proved in Court and proved by the oaths of George B.
Chapman and Allan Clements which is a decree to be recorded

Teste P. Maggoner

Copy Teste J. M. J.

Uma County Ca. ^o

Memorandum

at }

Berms

Assurance

Filed March 9th 1835

Silas G. Strong att.

Copy P. 50

Eleanor Merryman widow of Joseph Merryman

These answers of Nelson Merryman, George Merryman, Deborah J Merryman, George Merryman, Joseph Merryman Eleanor Merryman, Lewis Merryman, Charles Merryman William & Chalmers and Elizabeth his wife heirs at law of Joseph Merryman to the Bill of complaint exhibited against them and others by Charles D Binns complainant in the Court of Common Pleas of Union County in the State of Ohio.

These defendants saving and reserving to themselves now and at all times hereafter all and the manner of benefit of exception to the manifold uncertainties insufficiencies and imperfections in said complaints said Bill of Complaint contained for answer thereto or to so much thereof as these defendants are advised is material or necessary for them to make answer, they answer and say

That they have no personal knowledge of any of the transactions referred to in said complainants Bill, all of the acts and doings so far as relates to the same having been done by their ancestor Joseph Merryman whom they believe and aver to have acted in good faith in all the matters referred to in said Bill of Complaint, and further that all of the knowledge which they have of the subject matter of the title of their ancestor Joseph Merryman contained in the records which exist in this case and emanate from persons duly qualified to execute the same. These defendants further answering say that they have no knowledge whatever of the family of George D Alexander or Robert Alexander or any of the family and believe that their ancestor Joseph Merryman was ignorant of any other claimant heir or legatee except ~~John~~ ~~Robert~~ the holder of the warrant in said Bill mentioned - These defendants further answering deny on their own part and from their own knowledge any fraud in the procurement of the warrant referred to in complainants said Bill and believe that if any existed their ancestor was ignorant of the same -

These defendants further answering believe and aver that their ancestor paid a valuable consideration for his interest and portion in said property and claim the unquestionable title to be in them as heirs at law of Joseph Merryman by virtue of the bona fide purchase of their said ancestor and these defendants deny all fraud and unlawful combination charged against them and pray to be hence dismissed with their reasonable costs in this behalf most unjustly sustained

Nelson Merryman George Merryman
Deborah J Merryman Joseph Merryman
Eleanor Merryman Lewis Merryman
Charles Merryman William & Chalmers
Elizabeth Merryman

On this eighteenth day of February Eighteen hundred
and thirty five before me the subscriber came the
within and above named ^{Eleanor Merryman} Nelson Merryman, George
Merryman, Deborah J Merryman Joseph Merryman
Eleanor Merryman Lewis Merryman Charles Merry-
man ^{Oliver} ^{Merryman} William ^{Merryman} & Chalmers and Elizabeth his wife
and made oath on the Holy Evangelist of almighty
God that the matters and things set forth in their
aforegoing answer are true to the best of their know-
ledge and belief

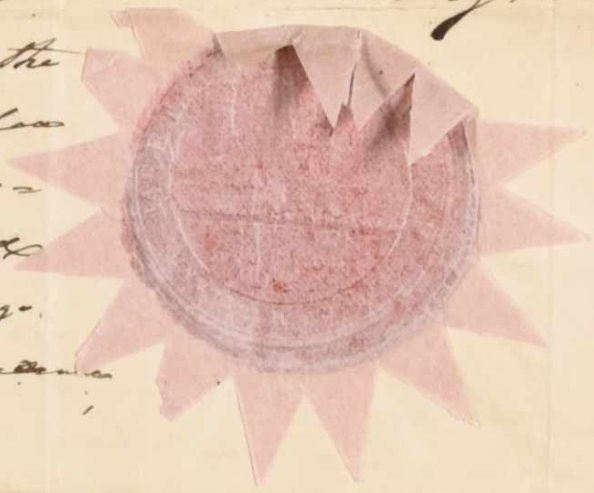
Sworn before me in my official
Capacity. In Testimony.

J. D. Watson

whereof I hereto set
my hand and affix

Notary Public

my seal. Witness on the
day and year first before
written, the said depo-
sants having subscribed
their names to the afore-
said answer in my presence.



No. 34-CH-1

Union Common Pleas Court.

George Baxley

Plaintiff,

AGAINST,

Chas. W. Burns et al

Defendant.

JUL TERM, 1835

Dismissed

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Winn Com Plan

Charles W D Dillmy del

y

Barly & Marymans

Notes - By Publisher

Filed August 25 - 1834

& Proof made -

Silas Strong
Clerk

*Union county Court of Common Pleas;
in Chancery.*

Charles W. D. Binns, and Walter Alexander.
vs.

George Baxley and Joseph Merryman.

THE bill set out that George Dent Alexander died entitled to six thousand acres of land, in the Virginia Military District, one half of which land he devised to his brother Robert Alexander; that Robert Alexander died leaving two sons, Robert and Walter, and devising to them each the one half of his proportion of said land; that said Robert jun., obtained possession of a warrant for the whole of the six thousand acres of land, to which said George D. Alexander was entitled, and assigned the same to respondents, who fraudulently received and located the same in Union county, and procured patents therefor. Complainants pray that Binns, as the assignee of Walter Alexander, may have one fourth of said lands.

The respondents will take notice of the pendency of this petition, and plead, answer or demur in sixty days, or judgment, pro confesso.

PARISH, STARLING & GILBERT,
Sols. for Compl'ts

April 30, 1834

6w 45

Flour.

100 BBLS. best family FLOUR, for
sale by

BURR & GREGORY.

Jan. 29

28

50 Bbls. Pickere1, for sale by
FINLEY & HANFORD.

Dec. 17

17

Anna Leon. Ohas

Gen Bently

at J Chy

Charles de Bennisdag.

Answer

Filed Aug 26th 1835

Wm S Strong -
6/16

G. D. Strong

The separate answer of Gray Barly to the bill of complaint
in relation against him and Messrs Charles D. Burns, complainant
in the Court of Common Pleas of Union County in the State of Ohio.

This defendant saving and preserving to himself now and at all times
benefit all and all manner of benefit of or express to the manifest
uncertainty, insufficiency, and imperfections in said complainant's said
bill of complaint contained for answer thereto or to so much thereof
as the defendant is advised is material or necessary for him to make
answer unto the answer says. That on or about the 14th of June 1797

George ~~W~~ Evans and the defendant then partners in business purchased
of one Robert Young a military warrant No 3142 issued on the
10th day of June 1784 for 6000 acs to Robert Alexander
him at law of George Dent Alexander for services as a
surgeon in the American Continental line in the revolutionary
war the defendant and his said partner Evans paid therefor
at the rate of thirty dollars for each hundred acs. In the
month of August 1797 a then attorney the defendant and his
said partner dissolved their co-partnership and the note in
the contract with Young for said warrant was assigned
to the defendant to enable the respondent to close the partnership
concern. About the same time, the respondent for or by said
attorney on behalf of said warrant or purchaser of
said Young and Young have instructions to procure the assign-
ment of the warrant to the defendant and said attorney
Evans. This was accordingly done. A copy of the warrant
and the assignment by the holder is hereto attached and
propose to be taken as part of the answer. It is not true
or stated in the bill that the affiant was acquainted
with the family and then concern of the said George D.
Alexander. On the contrary this defendant has in ac-
quaintance what can be ascertained with the said George D. the
said Robert or any of the family nor has he any knowledge
or information of any person claimant to said land warrant.

Other than the said Robert nor have this defendant the
slightest reason to suspect that was any other person interested,
and he believes said attorney also was ignorant of any
other claimant, being a lawyer except senior holder. This defen-
dant did not entertain a doubt with regard to the right
of the said Robert to dispose of the warrant. This defen-
dant did not suspect that the State officer of the Common-
wealth of Virginia would have issued a warrant to seize
Robert without it sufficiently appearing to him he was
then at law of the said Roy D. This defendant positively
declares that the warrant was purchased by him & by purchase
in good faith and for a valuable consideration without
fraud and without the least circumstance to put him
upon enquiry as to the claim of any person whatever
in said warrant other than the holder. Some time about
the month of March 1798 this defendant and attorney man
who held an equal and undivided interest in said warrant
with a construction with one Roy Porter to have the same interest
surveyed and carried into grant who was to be a laborer for
their services to one Thomas the land superintendent. This was
accordingly done and the plots and certificates of said several
surveys upon said warrant were transmitted to this
defendant and said attorney man with a request on the part
of said Porter to assign his share of the said Senior Sullivan
the location. These surveys were No 3234-3235, 3236-3237, 3238
and 3239 for 1000 acres each. In fulfillment of the agree-
ment made between this defendant & attorney man and said
Porter and the request of Porter, this defendant and attorney man
assigned and transferred to said Senior Sullivan surveys
No 3234 & 3239 by one Thomas of said warrant. This was
done on the 14th of February 1800. On the 17th day of February 1800
this defendant assigned and transferred to said attorney man
all his interest in said surveys No. 3235 & 3236 and

and at the same time said assignor assigned and
transferred to the defendant his interest in said patents No 3237
& 3238 by which several assignments it was intended that
an equal division should be made between the defendant
and said assignor and by the understanding of both
the said patents were to be held in severalty. Said assignor
or the defendant understood obtained patents on the patents
so assigned by the defendant to him - and the defendant
in further assuring said that I admit it to be true
that after said time on the 15th of April 1800 for a valuable
consideration assigned the patents of No 3237 & 3238 to
William Foxman James Paine and William Buff - but the
defendant positively denies that he had any fraudulent intent
in such transfer but the said two assignors and transferees
were paid to secure and pay a debt due to them and
directly due from the said firm of Evans & Bayly amounting
to \$2130 and a little upwards. This defendant admits
that he assigned obtained in their names a patent a
patent on said patents. After the patent's were issued
Foxman Paine and Buff on or about the 15th day of
May 1802 conveyed the 1000 acs of land of No 3238 to
one Samuel Smith who on the 26th of November 1821
conveyed the same to Thomas Elliott and Jonathan Elletts
with. The said Elliott & Elletts offered said last
mentioned tract of land at auction on the 23rd day
of December 1825 and the defendant purchased the
same and held the same by and date December 15
1826 having paid therefor a valuable consideration.
This defendant declares that the various proceedings were
honest or by mistake and without any intention to in-
jure any person whatever. He again repeats that neither
himself or assignor, or the defendant expressly purchased
or to himself and said assignor in full belief

that L had no acquaintance with Robert Sheard
in an estate in the family and the facts in the
and the defendant insists that he is entitled to said land as
lawfully purchased by him - that if any fraud in the purchase
went of the present may, however the defendant may
wholly ignorant of the same - that L paid money or
valuable consideration for said warrant and purchase
the same without any knowledge that the complainant
or those through or under whom L claims had any right
title or interest whatever in said manor - that the defen-
dant paid the same and repurchased with a perfectly
knowing intention having no design to injure any one and
entirely innocent to defend the complainant or his
successors or assigns of whom claims or right the defen-
dant never heard until he had notice of the filing
of the bill - and the defendant admits L purchased
the tax title to said lands - but his unqualified title
L claims to be a fine as aforesaid and the defendant
denies all fraud and unlawful combination charged
against him and prays to be here dismissed with
his usual costs in the whole most unfeignedly
G. Swanwick.

for Dft.

Geo Barclay

State of Maryland,
City of Baltimore Feb

Before me came George Barclay who
swears the above answer and made oath that the
matters and things set forth therein related and set
forth to be within his own knowledge and true
and so far as related as information drawn from
others and his belief he believes the same to be true

Subscribed and sworn to this
19th January 1833 before me
Dr. Stephen Whaley J. Notary
Subscribed my name & affix my
notarial seal
S. Whaley
Notary Public

Geo Barclay



Chancery Case File

Case No. 1834-CH-0002

No. 34-CH-2

Union Common Pleas Court.

John Coolege

Plaintiff,

AGAINST

Alex Reed et al.

Defendant.

JUN TERM, 1835

abated.

No Record.

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Referred to cost
Books
then filed away
lost Bill
made

M

Colby

Wm. By

Stiles August 25th

1834

Silas Strong

6th

March Term, A. D. 1834.

John Cooleage,
vs.Samuel Reed,
Alexander Reed,
Thomas M'Donald,
Martin Balleau,
James Cochran, and
Luther Wood.

In Chancery.

THIS day came the complainant and filed his petition; the substance of which, and prayer thereof, is,—that the complainant purchased in co-partnership with Alexander Reed, a tract of land in Union and Champaign counties, of Anthony Walke, and agreed to pay Walke therefor jointly, and to sell the same for their joint benefit—that before payment was fully made, Alexander Reed, having collected a large amount of the sub-purchasers, appropriated the same to his own use, and abandoned the State and the contract. The bill prays an account with Alexander Reed, and, settlement with the defendants, who are purchasers of certain tracts of the same land under the complainant, and the said Alexander Reed, &c.

Ordered, That the defendant, who is not a resident of the State of Ohio, be notified of the pendency of the petition and the above substance and prayer thereof, by publication in the Sentinel, a newspaper published in the City of Columbus, for six successive weeks before the next Term of this Court.

SILAS G. STRONG, Clk.

May 14.

Gw.

The State of Ohio Franklin County ss.

Personally came before the subscriber a Justice of the Peace in & for said County P. J. Howe foreman in the Sentinel office who being duly sworn according to Law Deposeth & saith that the advertisement hereunto attached was duly inserted six consecutive weeks in the Columbus Sentinel commencing May 14th 1834 & ending on the 18th of June following.

P. J. Howe

Subscribed & Sworn to before me this
20th day of August A^d 1834

Thomas Wood J P

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 complying therewith unto your Honors your petition
John Woolley of the said County that on the 24th day of February
A.D. 1821 your orator and one Alexander Reid whom
your orator prays may be made a defendant to this bill
purchaser or vendee of one Anthony Walker twenty four
hundred and thirteen acres of land situate partly in Union
and partly in Chesapeake Counties the premises in the
County of Union which land is described as follows
beginning at two bur oaks south easterly corner of
Reids entry No 7407 - thence S. 25 N. 126 poles to black
oak and an other corner of said entry - thence S. 24 N. 236
poles to two Hickories per root - thence North 83 N. 24 poles
to three bur oaks two of them per one root upper back
corners to Sullivan & Rays entry No 4277 - thence S. 7 N.
176 poles to an oak and elm on the bank of the creek - thence
up the creek with the meanders thence to a lym buckey
and iron wood lane corner on the creek to Joseph Davidsons
entry No 3157 - thence West 40 poles to two bur oaks - thence
North 24 N. 83 poles to a bur oak - thence N. 55 N. 66 poles
to two bur oaks per one root and a elm - thence N. 43
N. ²²⁰ 6 poles to three bur oaks per one root - thence a
elm - thence S. 53 N. 18 poles to two bur oaks per one root
thence S. 16 E. 86 poles to one oak per one root - thence S. 56
N. 732 poles to a stake in the prairie in Gallaway line
thence - S. 38 E. 69 poles to a stake easterly corner of said
Gallaways entry No 7323 thence in a straight line to the
place of beginning - your orator further suggests that

that you order and Rind un-loyal since Malthe has done
and hereby for each piece for said land and an equal
munity to be advanced. Your order further charges that in fact
the land turns out to be Ten thousand four hundred & thirteen
acres and that quantity was paid for to Malthe as
hereafter mentioned. By the agreement you order
and Rind now to pay Malthe for the land as follows to wit
\$1000 on the 31st March 1821 - on fifth of the residue in
one year and on fifth annually thereafter until
paid. Your order says that Rind since Rind
paid said Malthe prior to the time Rind left the county
as hereafter mentioned about the sum of \$1910 $\frac{42}{100}$ per cent
partly from the proceeds of the sale of various tracts of the
said land by your order and said Rind. Of this sum
Rind paid \$768 $\frac{92}{100}$ and the order \$1141 $\frac{5}{100}$ - your
order further charges that prior to the time said Rind
left the part of the country your order and said
Rind had sold of said land and entered into
articles of agreement or bonds for conveyance as follows
to wit to ~~Alfred~~ Gray & Timothy Strickland 150 acres at
\$3 per acre: to James Cochran 206 acres at \$3 per acre: to
Samuel Rind 225 acres at \$8 $\frac{25}{100}$ per acre; to
Thomas McDonald 250 acres at \$3 per acre: to James Parkin
70 $\frac{1}{2}$ acres at \$3 per acre: to William Ripley 296 acres
100 acres then \$27 $\frac{100}{100}$ per acre 196 acres then \$2 $\frac{50}{100}$ -
to Ebenezer Malthe 120 acres at \$3 per acre. From the
proceeds of these several sales Rind the defendant received
the sum of Eighteen ^{hundred} $\frac{11}{100}$ Dollars before he left the part

of the Country and your orator received the sum of
948 Dollars -

your orator charges that for the land so purchased of Walker
by the said defendant Reed and your orator the said
Walker executed his articles of agreement or title bond
to your orator and said Reed with condition to
execute a deed to both jointly when payments should
be made for the land and in fact the purchase of the
land by this orator and Reed and the said Walker
was meant to be and understood to be an equal
joint partnership transaction in which equal
amounts should be advanced and the profits and
losses were to be equally borne and shared by your
orator and said Reed. In the said Walker for the
purpose of securing him for the purchase money
your orator and said defendant Reed executed
separate deeds of trust upon their real estate to said
Walker and for all the lands so as aforesaid your
orator and said Reed executed bonds or articles
of agreement to the purchaser from them and both
joint notes or obligations to your orator and said
Reed for the purchase money - your orator charges that
said Reed for some cause unknown fled from this
country some time in the Spring of the year 1827 and has
never since returned. Thus the said Reed absolutely
abandoned his country and the contract so made with

said Walker and the purchasers under your order
and said Reed and made no provision whatever to
pay his money and from the purchasers under him
and your order proceeds more abundantly talking with
him a large amount of the proceeds of the sales of
said land which should have been and was intended
to apply to the debt due said Walker or your order

Further charges
that said Samuel Reed and Thomas McDonald
law of course and for the party sole as appeared to each
of them - that the 1960 acres originally to Alexander
Henry was transferred to said William Ripley and on his death
sold to Dr. Taylor was assigned by him to Oler Green
and by Green assigned to Alexander Henry and the
same was also assigned to William Ripley and then
the said William Ripley cancelled the contract with
the said Samuel Reed & Thomas McDonald and
the said Reed & McDonald sold the same 2960 acres
to Oler Lapping and made him a deed -
A deed has been made to the said James Park his for
his land and full payment has been made therefor
to said Samuel Reed and McDonald - A deed
has also been made for the tract originally sold to Craig
and Shuckland and full payment has been
made to said Reed and McDonald - on the contract
with Ebenezer Mathew and he has been executed under
the same name - of the land sold to James Cochran
on his death and the said James Cochran had a bill
made for the same 1060 acres - and the defendant has
sold and given an order to Luther Wood for 1090 acres
at \$2700 per acre a part of which is due and the same
sold about 300 acres at \$2700 per ^{to clearly} ~~the~~ ^{order} ~~the~~ bill bond
of your order a part of which is due which said
Samuel Reed Thomas McDonald James Cochran
Luther Wood & Mark Ballou your order pay my
be made defendants to the said order -

Immediately after said defendant Alexander Steer
then left the County the said Anthony Walkin ordered
his trustee to make sale of the land of your orator and
said Alexander Reed for the purpose of obtaining the
money due him on said agreement first aforesaid men-
-tioned and about the said time brought suit on
the contract and recovery of payment against your
orator and said Alexander Reed for the sum of
\$3379 ³⁴/₁₀₀ which was due said Walkin as a balance
for said loan. The said Walkin also by order of the court
of trust given him by said Reed for the land of said
Reed for the entire sum of \$1141 ⁵⁰/₁₀₀ and the said Walkin
also caused to be sold by order of his and of trust your
orator's land for the sum of \$872 ¹⁴/₁₀₀ both of which
sums after deducting costs and expenses were applied by
Walkin in discharge of the balance due him by

you orator and said Peter one said first mentioned
contract. On the payment so as aforesaid an assign
agent said Peter and you orator for said balance
due him for said lands executed issued and was
returned in good & chattels, lands or tenements and
immediately or soon afterwards said Walk who still
held the lease title for said land so contract to be
made to you orator and said Peter commencing actions
of covenant against you orator and the sub-purchaser
who was tenant in possession and received a payment
against them - you orator then by bill in Chancery
filed in the Court of Chancery upon the said
judgment or covenant whereupon the said Walk
agreed to receive the amount of the balance due him
and interest - you orator being unable to raise the
money assigned, for the purpose of enabling him to
raise the money and do justice to the said sub-purchaser,
to Thomas de Bonald & Samuel Peter defendants, as aforesaid
said by interest in said contract and thereupon
the said Walk received the balance due him and
made a deed for said land to said de Bonald
Samuel Peter and Alexander Peter and at the same
assigned to said Samuel Peter and Thomas de Bonald
his interest in said judgment with power to collect
and receive the amount thereof. By virtue of the assign-
ment the money of said land thus lawfully received

in said deed was taken in execution on the payment
of said amount you orator and said Alexander Reed
in favor of said Walter assignor to said Samuel
Reed and McDonald as aforesaid and the same
was legally sold and the said Samuel Reed and
McDonald became the purchasers of the moiety
of the said Alexander Reed. The amount which
was made of the payment by the proceeds was \$1,793.⁸⁰/₁₀₀
which being still a large balance due on said payment
as when more more fully appears by reference to the
records and files of the Court of Common Pleas of said
Union County - you orator charge, that numerous large and
difficulties have occurred to him in the transaction
owing entirely to the conduct of the said Alexander Reed
in appropriating the money, the proceeds of the sale of
said lands and then abandoning the contract
and the county, leaving the whole responsibility upon his
co-purchaser, you orator, who has suffered in many cases
property and lost upwards of ten thousand dollars
and in all this difficulty you orator has conducted
in the best manner in his power to prevent loss not only
to himself but the said Alexander Reed - you orator
charges that the object of the trust to said Samuel
Reed and Thomas McDonald has been fulfilled
except collecting the money of the sub-purchasers
and executing their deeds for the land and that
they have a considerable amount in their hands,
not exactly known to his orator besides the payment
of the money and balance due said Walter

The said James Reid and Thomas McDonald
refer to pay over the amount to you or to pay them
over and about the amount paid by them on account
of the trust because they allege it would be unseemly
to pay the entire amount to you or to pay James
Reid is a litigant - They refer for a better
reason to request them to put in the balance of said
money which they have as assignees of said
Walter or to discharge your order for liability
thereon. your order charges that the concern
is of so complicated a nature that the handling
is so intricate and involved so many accounts
that it can only be settled in the honor of
court - your order charges that the conduct of
the said Alexander Reid has been fraudulent
throughout with the order - your order says
that a fair account may be taken between you
order and the said Alexander Reid and the
said James Reid and Thomas McDonald
that the said James & Thomas may render a full
account of the balance due on account of the
trust - that they execute and file deeds in the court
for the land according to the bond now held by
the said James Cochran Luther Wood and
Martin Ballan and that said Cochran Wood
and Ballan be compelled to deposit in court the
amount due by each of them with the interest
on the several contracts and that the same
be ordered to be paid to you or to the said

James Pua & all others to be deemed to discharge
you from any further liability a sever
judgment in the name of Anthony Wall agent
you or the said Shyama Pua and that the
said may be a true satisfied of record and that
a discharge in favor of you or the agent
sever Shyama Pua for the balance with de
you or the agent in said branches
and for such other & further relief as to your
honor may seem right and public and put your
in.

G. Swanwick
for complete

No. 34-CH-2

Union Common Pleas Court.

John Cobblege

Plaintiff,

AGAINST

Thomas McDonald

Defendant.

JUN TERM. 1835

Abated

Journal

Page

Record No. /

Page 123

Ex. Doc.

Page

Found on the within named Samuel Reed

Thomas McSance

Martin Blake

James Cochran \$5
Luther Wood by Coppers

Sept July 4th 1834 at their residence & Knight Sheriff

Alexander Reed not found

Milago --- 10-

5 Coppers --- 10-

\$1.70

C Knight Sheriff

Minor Com Ples

John Coolidge

4 $\frac{2}{3}$ In Charge

Thomas McSance Not

Subpoena

17 August 21 2.0 M

State Of Ohio Union County

To The Sheriff of Said County Greeting
We command you that you summons, ^{also of Reed}
Thomas Mc Daniel Martin Ballow James Cockron
& Luther Wood 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 to a petition in Chancery filed in our said
Court against them & others by John Coolidge and that
they shall in no wise omit And heed you there then
this writ Witness The Honorable Joseph R. Swan Esq
President of our said Court at the
Court house in Marysville this 23rd
Day of June 1834

Silas G. Strong clk

Chancery Case File

Case No. 1834-CH-0003

Union C. Pleas

E. Adanson ~~vs~~

vs

the unknown

Petition for partition

Filed ~~May~~ June 2nd 1834

Idas G. Strong

Clerk

Records

Union County Court of Common Pleas August term 1834

State of Ohio Union County

To the Honorable the Judges of the Court
of Common Pleas when in Chancery sitting

Humbly Complaining unto your Honors your
Petitioner Eltha Adams ^{and her heirs} of the County of
Union and State of Ohio Sheweth that your Petitioner
has purchased of Luther M. Davis and Wife and
is in possession in fee of one equal and undivided part
part of a piece or parcel of Ground situated in the
County of Union aforesaid and Town of Marysville
known and designated on the town plat of said
Town of Marysville by lot (No 45) forty five

Your Petitioner further show that a person or persons
unknown to your Petitioner by name or residence
and tenant in common with your Petitioner
of the said lot No 45. and are justly entitled to
a moiety or equal half with ^{and one Malus Wason of the} your Petitioner
and ^{of the aforesaid and County of Union} said estate Your Petitioner further show that
While ^{he} remains in possession of said lot as ten-
ant in common with others unknown as the fact
now is Your Petitioner have not sufficient encourage-
ment to enter upon and improve said lot in a lasting
and profitable manner. yet your Petitioner con-
sidering the term of this ^{Court} as late in the season for building
land desiring to improve the present summer in
erecting a store house have entered and commenced
work on the North side of said lot

now the prayer of your Petitioner is that this
your Honors may order and decree a partition
of said lot so far as the interest of your Petitioner
is concerned that your Petitioner may no longer
hold as tenant in common of said lot with persons
unknown but that ^{he} may hold the one divided
fourth ~~of~~ according to quality and quantity ~~partly between~~
~~one Petitioner~~ in severally ~~as a Petitioner~~

and your Petitioner further pray that ~~if~~ the
said lot may be so divided as to include
the improvements of your Petitioner if the same
can be done without prejudice to the rights
of others on the moiety set apart for your Petitioner
and your Petitioner ^{prays} ~~to~~ further and further Relief
in the premises as shall be equitable and
according to good conscience and your Petition-
er as in duty bound will ever pray &c

W. C. Lawrence

Sol for Plaintiff

James Parsons,
Captain to the

Regiment of Cavalry

St. Louis, Nov 21st 1834

Silas G. Strong
6th

Received

Erskine & Angus &
Maine Masses
vs
Unknown Owners -

Petition for Partition

Maine Masses one of the demand
ants. except to the debt and
partition herein made by Joseph

Dates Levi Churchills Int. & Ora Wood. of an Est. of 1845
particularly set forth in demandants Bill.

1. st In view the portion set off to Adamsen & not valuable
than the portion set off to said Masses

2. ^{na} That before the said Court had made their report he the
said Masses appeared before the Court and in
the presence of said Adamsen & ^{and} offered to pay him
ten dollars - to Exchange - or offered to receive from said
Adamsen said sum of ten dollars and he satisfied
= wa

3. That he charges collusion & fraud between said
Adamsen & said Commissioners & ask the
Court to refer the whole matter to the master to make
report thereon to the next term of this Court.

Charge of Adamsen

In exceptions being regularly filed here to the
report of the Commission appointed to resolve partition
It is said by the Court that this Court stand continue
and the papers referred to the Master Commission in
Chambers to examine into the truth of the exceptions here
taken & make report to the next Term of this Court

Elisha Adams &

Maines Wasson Demandants in partition of In Lot
No 45 in Mansville

The Unknown Owners On the Exceptions filed by -
Maines Wasson -

The 26th Day of February the parties being present - Levi
Phelps of Sawfull appeared before me the Master
Commissioner and after being duly sworn say-
on being questioned as followeth to wit
Question By - Master -

Was Lot No 45 first Divided into what the Com^r
Majors considered Equal Holos - the one half to the
Unknown Owners & the other to the Said Wasson & Adams
Answer, I think it was to the best of my recollection

Question by Said

Did you hear any agreement or admissions
by either party - and if so from which
that the Said Lot was so to be apportioned as -
to give Adams on the north & Wasson on
the south prior to the making of said partition

Answer - I do not recollect -

Question by - Adams

Did you not hear that I wanted my share
on the north in the presents & hearing of said
Wasson

Answer I did -

Question by Said

Did Mr Wasson make any objections

Answer I Do not ^{recollect} but after the lines were run I heard
Mr Wasson say that there was not an Equal Divis-
ion in words to that Effect

Question by Master

Did you hear any offer made before the
apportionment and partition was complete
for choice of holding

Answer I heard something said about ten Dollars
Differently by Mr Wasson

Doct. Jas Wood Sworn Deponent & Saith - answer
to Sundry Questions to wit
Question by Mr. Adamson

Did you and the other Commissioners consider
en that you had just divided the said Lot No 45
in two Equal halves as you set out.

Answer - Yes it was so proposed & so done, after which
I supposed that in further discharging our
Duties we had to subdivide the one half with
out saying ^{what} quarter either of the Demands
we were to have

Q^y by Mr. Adams when did you discover a ~~contrary~~ that your Duty re-
quired you to say who should have the north
& who the south q^r.

Answer After noticing particularly the Order
Question by Martin -

Did you or did you not hear the parties
or one of them and if but one which say
that Adamson was to have his share
on the North & Wason on the South
prior to you so assigning to them
their Respective Shares

Answer I think I heard Mr Adamson say
that he wished to have his off the
North -

Question by Sam - Was Mr Wason present?

Answer I am not positive but think he
was present -

Question by Sam

Did you before making the assignment
and signing the Report - hear Mr War-
son bid ten Dollars for a choice or of
you to take ten Dollars from Mr Adams
and give him (Adamson) his choice

Answer I think I heard nothing of that matter

Question
By Adams } Did you or did you not hear Mr Wason
say on that day that no set of
Commissioners could divide the lot

Answer ~~I think but do not recollect that~~ ^{if he said so I do not recollect it}
~~was said that they the lot could not be divided~~

Question by Mr Adams

When you Divided said Lot Did you or did you not consider them Equal

Answer Yes I do consider them

Question by Sam

Do you do consider it now setting aside the impression made since made

Answer I do so consider it -

Question by Wasson

Did you not hear Mr Day During the day that I considered the Division unequal

Answer I heard him say words to that effect

Question by Wasson

Was not some objections made to setting apart to Mr Adams in particular the part that was so set apart to him by one of the Court before signing the papers & after the offer was made by me

Question by

Blason

I cannot say whether it was made after an offer by Mr Wasson because I heard no such offer but there was some talk about leaving it undetermined which part each should have but I believe the commissioners were all agreed finally

Did you

Question by Wasson

Not answer by witness but admitted by Adams

To wit That Mr Wasson did offer ten Dollars after the Report was completed -

Ira Wood

Hegakian Bates Sworn Deposes & Saith -

On being questioned as follows to wit

Question by Mr Wasson

Was not objections made by one of the Commissioners to the partition as now made after I made proposition to pay \$1000 & before the papers were signed

Answer

Before I heard any thing about objection we had done all but signing & then heard Mr Wasson say he would give

as I understood for choice - I then proposed before
we signed that we would draw out but the others
objected & signified that it would be like
gambling - I then signed the report as did
the others -

Question by Mr Wasson

Did you understand that my preference
to the amt of \$10,000 was in favor of that lot
said to Adams

Answer I did so understand it

Question by Mr Adams

Was not this offer made after
all was done but signing that is after
it was agreed by the commissioners
to set of the same to me that was set
to Mr

Answer Yes all was done but setting our name
to the paper

Question by Mr Wasson

Was you & Mr Wood chain carriers & did
you & Mr Wood do all the chain carrying

Answer I do not remember

Question by Mr Adams

Did not Mr Wasson appear dissatisfied
during the day & did he not say that
no man could divide the lot

Answer As for his saying that no man could divide
By Mr Wasson the lot I do not recollect but in convers-
ing with Mr Wasson he said he
had as good a right to his share
as any other man - This was after we had
divided the lot in halves but before
the subdivision but Mr Wasson wished
to make that choice after it was divided

Question by Mr Adams

Do you know whether I had commen-
ced digging a well before this division

Answer Yes I know you had commenced dig-
ging a well before I knew that I
was to have any thing to do in the part

From Com Flea

Elisha Adams

+

Mans Watson

by

the unknown

Deporting

Question by Adams

How long before was it -

Answer I cannot say how long but it was
some time before

Question by Mr Adams

Do you now consider the division
judicious & equal

Answer Yes I do -

Question by Mr Wasson

Did you not hear Mr Adams say
that he relinquished all right
in consequence of any Dying of
seller

Answer No I did not hear any such remarks
to knowledge

Question by Mr Wasson

Did you not say at that time that you
thought it would be just to set off to me
the part that is set off to Mr Adams

Answer I did not say so

Question by Mr Adams

Did I not say that I wanted my
part set off when it is -

Answer I heard you say that you thought
yours of Mr Devis who was to have
his set off when yours is set off

Question by Mr Adams

Did Mr Wasson object to it at the
time

Answer I only heard Mr Wasson say he had
a right to choose after the partition
was made - or as good a right as
Mr Adams had but did not
say when he should show his
to be set off -

Ques By Master Was the set off divided in equal
halves -

Answer We considered that the set off
J. G. P. Bates

Luther M Davis Sworn

Deposes that & saith in Answer to q⁷

Question by Mr Adams

Did you sell Mr Wasson the part of the lot that I now own and what did you say about the part that you was to have

Answer I sold him the Equal undivided $\frac{1}{4}$ part of the lot & told him at the time that I intended to have the lot of when this is now set off

Question by Martin

Was there any agreement or understanding between you and Mr Wasson that you was to have you $\frac{1}{4}$ part set off when Mr Adams is now set off

Answer There was no particular agreement but I told Mr Wasson that I wished for that part and he made no particular objection this was before we first purchased from Taylor

Question by Mr Adams

Was there not a sketch plot made when I was bargaining and was not Mr Wasson present at that time

Answer I could not say whether Mr Wasson was present but there was a plot made

Question by Mr Adams

Is the deed of this lot in your own name

Answer It was but whether yours or Mr Wasson's deed was made I cannot say, but think yours may be the oldest

Luther M Davis

R. A. Brood sworn Deposition & says
in answer to the following questions to wit
Question by Mr. Adams

Do you recollect hearing Mr. Wasson
say what part of the Lot he wanted

Answer I Do not recollect hearing him
say any thing about his share
Robert Proome

Winn Com. Pleas

Maxy Wasson &

Elijah Adairson

⁷
The Unknown Owner
of In Lot No 45 in
Mansfield

Filed March 2^d 1835

Filed, G. H. H. H.
G. H. H.

Recorded

State of Ohio Union County

Elisha Adamson } On Petition for Partition of
 } In Lot No 45 in Marysville
The Unknown owners }

Mains Wagon

On Petition for Partition of
The Unknown owners } In Lot No 45 in Marysville
On Report of Commissioners at Nov Term 1834
Mains Wagon By Charles Switzer his Atty filed
Sundry exceptions to said Report which said Bill
of Exceptions together with Petition and Commis-
sioners Report being By the order of said Court
Referred to the Master-Commissioner in Chancery
to Report thereon at next Term of said Court
Thus the Report of Silas Strong Master in Chancery
to whom the above matter was Referred By said
Order has follows First to the part of the
Lot set to Elisha Adamson Being more valuable
then the part set off to Mains Wagon It is con-
sidered By the Master-Commissioner that it is
a mere matter of Opinion the said Commis-
sioner acted in Good Faith
Secondly It appears that the only offer of Ten dol-
lars to be paid unto said Adamson or Received
By said Wagon that was made was made by
said Wagon at a time and under circumstances
which did not necessarily make it obligatory
on said commissioners to vary their Report or
in any way Report Differently from the Report
Filed By the Sheriff Lastly there appears to
have been no collusion Between the said Adam-
son & the said Commissioners
It is therefore considered by the Master Commissioner
that all three of the exceptions contained in the sd
Bill Filed By said Wagon be overruled and that
the said Report of sd Commissioners be approved
and confirmed Given Silas Strong
Under my hand this 27 Feb 1835 M. C. R. C.

State of Ohio Union Court of Common Pleas August
Term 1834

This Day ^{came} Silas G. Strong and being sworn in Open Court
says that he is a Subscriber for the Ohio State Journal
and that he has noticed the publication hereto attached
and that he verily believes the same to have been
inserted for the full term of Time prescribed
by the Statute in such case made & provided
and further saith not

Silas G. Strong

Sworn to & Subscribed
in Open Court
Robert Nelson

M. H. SACKETT.
Orange, Delaware co., June 3. 50
Union County, Court of Common Pleas.
Mains Wason, and Elisha Adamson,
vs.
The unknown owners of one undivided half
of inlot No. 45 on the plat of the town of
Marysville, Union county, Ohio.
THE parties defendant will take notice
that the above demandants have se-
verally filed their petitions in the Clerk's
office, of the Court of Common Pleas of the
county aforesaid, praying for an order of par-
tition on inlot (No. 45) forty five, on the plat
of the town of Marysville, at the next term
of said Court of Common Pleas.
W. C. LAWRENCE, Att'y for pet'rs.
Attest,—S. G. STRONG, Clerk.
June 3, 1834 6v 50

Wasson & Adams

u

Un known

on

Petition for Partition

Sub for

Wasson, witness

Filed Febr 26 1838

John G Strong Clk

James in Madam & Grants & Howkins 1838

February 26 1838

J. Madam & Grants

James - do
Madam - do

25

State of Ohio Union County

To the Sheriff of Union County greeting

You are hereby commanded to summon Robson & Brown
~~Wegman & Bold~~

To appear before me at my office at 10 o'clock on Feby 26th

To testify in a certain matter pending & undetermined

Wherein Mainy Wasson Except to the report of a Par

tition - of Lot No 45 in Mansville - and wherein the

Said Wasson & Elyah Adams and others unknown

are coparceners in common and thus they shall in no wise

Given Under my hand this 25th Day of Feby

A D 1835

Silas G Strong Master Court
in Chancery

Mary Sherburne
New Bedford - Fenwick
& Bakers

The Clerk Hall in
Sumner for the winter now
John Hall

Johndyke & Mann
Margaret Mullen
Catherine Mullen
Ruben P. Mann
John Williams
Benjamin Robbins
David M.

Union Loan Pledge
Wadon & Adams
particular
The Unknown Thing

8

Maines Wesson }
Elisha Adams }
The Unknown Owners } Petition for the Partition of Tr Lot No 45
On the Bill of Exceptions
The Master Commissions
in chancery will Summons

Levi Phelps Ira Wood Luther M Doves --
Mansfield July 25th 1835

E. Adams

Union Com. Files

Maines Casson &

Elyah Adamsons

The unknown Gang

Mallets Report

Filed March 20th 1855

Silas Strong

C. Th.



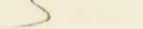
Walter Com. per	
Subs 1 -	20 ⁰⁰
Subs 2	10 ⁰⁰
Subs 3	20 ⁰⁰
Inventory List	100 ⁰⁰
Report	100 ⁰⁰
	<u>\$ 330</u>

Walter	
11 Bats	
Albano	
Q. B. Bats	
1 M. Bats	
1 P. Bats	

1 Day Bats

thirty boxes of bats
50 - 25 - 70

State of Ohio Union County

Elisha Adamson  On Petition for Partition of
as  In Lot No 45 in Marysville
The Unknown owners 

Mains Wason  On Petition for Partition of In
as  The Unknown owners  Lot No 45 in Marysville

On Report of Commissioners at Nov^r Term 1834
Mains Wason by Charles Switzer his Atty Filed Sundry
Exceptions to said Report which said Bill of Exceptions
together with Petition & Commissioners Report being by
the order of said Court Referred to the Master-Commis-
sioner in Chancery to Report thereon at next Term
of said Court

This the Report of Silas Strong
Master in Chancery to whom the above Matter
was Referred by said Order Is as Follows
First to the part of the Lot set to Elisha Adam-
son being more valuable ^{than} the part set off to
Mains Wason It is considered by the Master-
Commissioner that it is a mere Matter of Opin-
ion in that Matter of Opinion the said Commis-
sioner acted in good Faith

Secondly It appears that the only offer of Ten
Dollars to be paid unto ^{said Adamson} or Receiver by said Wason that was
made - was made by said Wason at a time & under circum-
stances which did not necessarily make it Obligatory on
said Commissioners to vary their Report or in any way re-
port differently from the Report Filed by the Sheriff
Lastly There appears to have been no collusion between the
said Adamson & the said Commissioners

It is therefore considered by the Master Commissioner
that all three of the said Exceptions contained in the said Bill
Filed by said Wason be Overruled and that the said Report of said
Commissioner be approved and confirmed Given under my hand this
27th Feb^r 1835
Silas Strong Master Com^r Me. O

Wason & Adams

by

Unknown Owner

Petition for Partita

Sub for Adams

Witness

Filed Feb 26 1835

Silas G Strong
Clerk

February 26

1835

Master

20

to Mr Davis

James and Helen Phillips & wife Wason

decrees

20

to Margaret Wason

State of Ohio Union County

To The Sheriff of said County Greeting

We Command you to summon Levi Phelps Ira Wood
and Luther Mc Davis to appear before me at my office at
10 o'clock on the 26th of July A.D. 1835 to testify in a certain
Matter Incontroversy pending between Elisha Adams
Jr & Othaino Wasson and the unknown Owner of
Lot No 245 in Marysville and that they shall in no
wise omit and have you then then the writ

Sown Under my hand this 25th Day
of July 1835

Selas G. Strong Clerk

Wasson & Adams

^{ly}
The Unknown

Cont. Report

^{ly} Filed Nov 20th 1834

Recorded

J. G. Strong
V. H.

State of Ohio Union County p

To the Sheriff of said County Greeting
We Command you that you summon Ira
Wood Hezekiah Bates & Levi Churchhill Jr
three Indiscretion Disinterested freeholders of the county
And that by the Oaths of the said Ira Wood -
Hezekiah Bates & Levi Churchhill. You cause
to be appraised and set off to - Mains Wasson
and Eliza Adamson - To Each one Equal
fourth part of one In Lot in the Town of Marys
ville known and Designated on the Plot of
said Town as In Lot No 45 The said Mains
Wasson & Eliza Adamson Being Demandants
in two petitions filed in our said Court against
the Unknown Proprietors or proprietors of the
Residue of said Lot. Said Freeholders to be
governed in all respects by the Statute in such
Cases made & provided and make Report
to you which together with this writ you will
Return on the first Day of our next Term

Witness the Honorable Joseph
R Swan Esq. President of our
Court of common Pleas at the
Court house the 3^d day of
Sept 1834

Alas G Strong Clk

State of Ohio Union County ss
Elisha Adamson & Means Masson Complainants
versus the unknown Proprietors of in Lot No 45
in the Town of Marysville, pursuant to a writ
of Partition issued in the above cause pursuant
to an order of the said Court.

We Hezekiah Bates Levi Churchill and
Ira Wood the Commissioners named in the
said Writ freeholders and of no akin to
either of the Parties named in said Writ
and after having been duly sworn by Calvin
Winget Sheriff of said County We proceeded
to examine and set off said Lot No 45
as is particularly described by the Surveyors
plot All of which is respectfully submitted
this 9th day of September AD 1834

Hezekiah Bates
Levi Churchill Jr

Ira Wood

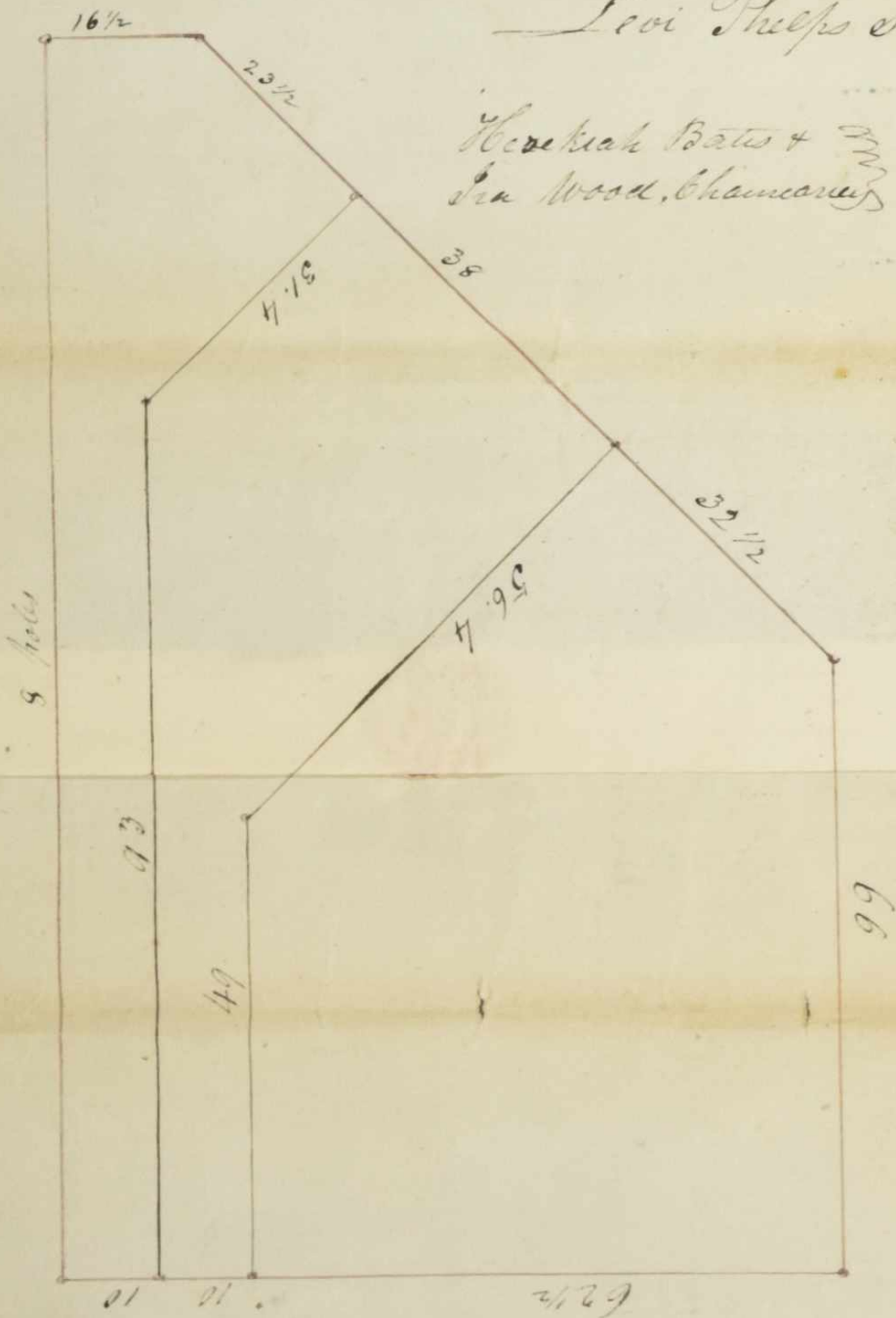
I have Done as written Commanded - Summoned
Ira Coovd Higginan Bates & Levi Churchill one
qualified & Sworn Them agreeably to Law and
herewith Return them Report attached

Nov 20th - 1834

C. W. M. Sheriff

Surveyed September 14th 1834 under the direction of ^{the} WOOD
 Horekiah Bates & Levi Churchill Surv^{rs} one fourth part of
 In Lot No. 45 set off and a parted to Elisha Adamson.
 Beginning at the northeast corner of said lot No. 45 thence south
 16 1/2 feet to the southeasterly corner of said lot thence with another
 of the lines thence of S 45° W 23 1/2 feet to a stake in said line
 thence thence N 45° W 31 feet and four tenths to a stake thence
 west 93 feet to a stake in the west line of said lot thence
 north ten feet to the northwest corner of said lot thence
 East Eight poles to the beginning - also one fourth of
 said lot set off and a parted to Mains Mason Beginning
 at a stake south westerly corner of the said one fourth of the
 said lot a parted to the said Elisha Adamson and in the south
 westerly line of said lot thence run in S 45° W 38 feet to a stake
 thence N 45° W fifty six feet and four tenths to a stake thence
 west 49 feet to the west line of said lot to a stake thence
 North 10 feet to the corner of the fraction a parted to the said
 Elisha Adamson thence with the line of said Adamson
 East 93 feet to said Adamsons corner thence with another
 of said Adamsons lines S 45° E 31 feet and four tenths to the
 place of beginning all of which will more fully appear
 Reference being had to the annexed plat

Levi Phelps Surveyor



Commissioners Fees \$1.00 Cash - - - - \$3.00
Searcyer - - Fees - - - - - 2.00
Sheriff's Fee - - - - - 1.00
By C. W. Wargle Sheriff

Chancery Case File

Case No. 1834-CH-0004

No. 34-CH-4

Union Common Pleas Court.

Manus Wasson et al
Plaintiff,

AGAINST

Unknown Heirs, of
Defendant.
The unknown persons.

MAR TERM. 1835

Partition

DECREE FOR PLAINTF,

Journal 1

Page 219

Record No. 2

Page 250

Ex. Doc.

Page

in such case made and provided acco your petition
prays other and further relief in the premises as shall
be equitable and according to good conscience and
your petition as in duty bound will ever pray &c

W^m Lawrence.
Sol for plaintiff

Union C. Pleas

Main Mason

vs

the unknown

petition for partition

Filed June 5th 1834

Wm G Strong clks

Record

1834

Union County Court of Common Pleas August Term

State of Ohio Union County ss

To the Honorable the Judges of the Court of Common Pleas when in Chancery sitting

Humbly complaining unto your Honors your Petitioner James Mason of the County of Union and State of Ohio sheweth that your Petitioner has purchased of Suther M. Davis and wife and is possessed in fee of one equal and undivided fourth part of a piece or parcel of ground situated in the County of Union aforesaid and Town of Marysville known and designated on the town plat of said town of Marysville by inlot (No 45) forty five your petition further show that a person or persons unknown to your petitioner by name or residence is tenant in common with your petitioner of the said lot No 45 and are justly entitled to a moiety or equal half with your petitioner and one Elisha Adamson of the State aforesaid and County of Union in said estate your petitioner further show that while he remains in possession of said lot as tenant in common with others unknown as the fact now is your petitioner have not sufficient encouragement to enter upon and improve said lot in a lasting and profitable manner now the prayer of your petitioner is that this your Honors may order and decree a partition of said lot so far as the interest of your petitioner is concerned that your petitioner may no longer hold as tenant in common of said lot with persons unknown but that he may hold the one divided fourth part according to quality and quantity in severalty your petition prays that if the said lot cannot be divided without material injury to the value of the whole the same be sold agreeably to the Statute

Chancery Case File

Case No. 1834-CH-0005

Chancery Case File

Case No. 1834-CH-0006

Chancery Case File

Case No. 1834-CH-0007

Union Com. Pleas

Silas G. Strong

Brimana Peyton

Bair in chy.

Filed August 14th 1834

Silas G. Strong
Clerk

G. Strong

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

Humbly complaining sheweth unto your Honors you or to
Silas P. Strong of said County That on the 9th day of October
AD 1804 a patent was made to one Abner Selden then a free
single man deceased for the following tract of land situated in
said County being bounded as follows to wit beginning at a heavy black oak and
iron wood cut next corner to John Phillips Survey No 2989
and on the line of William Croghan survey No 2992 running
with Phillips' line to the small iron woods and a sugar tree
Southwest corner to said Phillips thence S. 10 E. 400 poles
to the sugar tree and a buck thence N 80 E. 434 poles
to two sugar trees and an ash - thence S 10 W. 100 poles
to the beginning by part of Abner Seldens warrant No 2291 which
was more particularly ascertained by a copy of the patent hereto
attached and more proper to be taken as part of this bill -
your or to further charge that the said Abner Selden
having departed this life left a wife, a copy of which is
hereto attached marked A. and by their will made
Nathaniel Selden his executor with authority
to sell his estate with near and personal - Before any
sale of the estate of Abner Selden the elder was made
Nathaniel Selden deceased in testate and afterwards the
said Abner the younger Selden deceased being a wife
and their appointment William Selden John Polson & Thomas
Scott his executors with full power to sell said estate
a copy of which is hereto attached marked B. your or to
further charge that the said William Selden or executor
and his or her right by his or her afterwards went on
the 15th day of April 1828 conveyed said tract of land
to one Bernard Payton who now resides in Virginia
and when your or to proceedings may be made referable to
the honor of complaint - a copy of said deed to said
Bernard Payton is hereto attached marked C.
your or to charge that four hundred and fifty acres
of the above land situated in said County have been

on the 8th day of February A.D. 1829 - the possession of one
M^r. Bush & Carrison wife of one Joseph Haunison
which said tract of land was and is in an exact square
form - the north east corner of said tract of land
so as aforesaid further to said M^r. Selder the claim-
your orator charges that on said 8th day of February A.D. 1829
you orator received from one Thomas Green a letter & answer
to one of your orator's to him of a former date proposing
to purchase the said tract of four hundred and one
fifty acres amongst other things saying that said defen-
dant Payton would allow a price you orator asks
you \$180 where you orator might get for that part
of said tract of land claimed by M^r. Haunison.
Said letter is marked D. and made part of this bill.
you orator expressly charges that said Thomas Green was
the full authorized agent of said Bernard Payton
and on order of that the said Payton afterwards
wrote to you orator that said Green was his agent and
whatever contract he made with you orator was and
should be binding and obligatory upon him the said Payton.
you orator charges that he immediately wrote said Green
that he would take said land upon the terms proposed
to wit to keep said Payton clear of all expense and
pay him therefor said 180 dollars. In pursuance of this
agreement which was made and confirmed as aforesaid
you orator at his own expense employed counsel and
instituted a suit for said four hundred and fifty acres of
land in the possession of the said M^r. Haunison and other
his sons and tenants in the Circuit Court of the United
States and District of Ohio and after a protracted
and expensive litigation procured a judgment and
obtained the possession of said land. This litigation cost
you orator besides his personal services more than two
hundred dollars - you orator paid and advanced
under the directions of said Green for said Payton said
one hundred and fifty dollars in pursuance to said contract
and upwards and has kept said Payton free and clear
of all expense trouble and responsibility with regard to said

land and your order has also paid the Taxes on said
tract so purchased as aforesaid ever since the year
1829 - your order charges that in the early part of
August A 1832 after your order had paid said
\$180 and upwards and has in all respects complied with
L's contract L went to said agent Thomas Green for a deed
and on the 27th August 1832 received a letter from him attached
and marked E. and made a part of the file which amongst
other things recites that Col. Payton was then out of town but
would soon return when he would prepare a deed so. but
said deed has never been prepared or forwarded to your
order - your order charges that several times since your
order has written to said Payton and his agent for
a deed but has received no answer from either and
both principal and agent have wholly neglected
to comply with said contract all which actions and
deeds of the said Bernard Payton are contrary to
equity and good conscience and tend greatly to the injury
and wrong of your order - I therefore consider her wrong
and in or much as the said Bernard Payton fraudulently
withhold a deed and your order is without remedy at
law - to the use that said Bernard Payton may full
be and perfect answer made to all and singular the
premises and more particularly that he may set forth
and say whether the said Thomas Green was not his
authorized agent to sell and dispose of said land?
whether said Green with his knowledge and approba-
tion did not agree with your order to sell said
four hundred fifty acres for and to the use of
Mr. Hanson for \$180 dollars keeping the said Payton
clear from all expense on the bill L has therein?
whether the said Payton did not write your order
that said Tho^s. Green was his agent and whatever
business L has or should make would be ratified
by said Payton? And your order prays that said
Payton may be compelled to relinquish by deed of
grant or deed with covenants of special warranty

all his right full interest what and claim in and to said
four hundred fifty acres of land and for such other
and further relief in the premises as the nature of
his own requires and as may be consistent with
equity and good conscience and justice or justice
- her to said Bernarda Poytor who resides in Richmond
Virginia &

J. S. M. Sol.
for Compl't

See D. 500.

Beanties

Shay

7

Melley

Wain County

9740

575

125
14725

1525

135
12
1580



125⁰⁰

Maysville Sept 15th

1834

I do hereby after date I Promise to

pay to the order of Silas G Strong with Interest from
this date One hundred ^{five} and twenty Dollars $\frac{00}{100}$ for Value

received. \$125.00

James & William
made

Chancery Case File

Case No. 1834-CH-0008

No. 34-CH-8

Union Common Pleas Court.

John Pate

Plaintiff,

AGAINST

M P Cassidy

Defendant.

JUN TERM, 1836

Enclosure,

DECREE FOR PLAINTIFF

No Record.

Journal /

Page 273

Record No.

Page

Ex. Doc.

Page

John Pate

^w
The Heirs &c of Sam
uel Pisher Decd

Petition to foreclose..

Mortgage

^w
Filed Nov 17th 1834

Silas G Strongell

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

Your Orator John Pate of the County
of Hamilton and State of Ohio represents unto your
Honors that Samuel Fisher late of the County of
Hamilton aforesaid and State aforesaid being
of Pretending to be seized in fee simple of a certain
tract of Land situate in the County of Union Ohio
and described as follows containing one hun-
dred and Twenty acres Being the North East
Corner of the tract of Land sold to the said Sam-
uel Fisher by Christopher Anthony By deed Bear-
ing date the first of December one thousand
eight hundred and seventeen and recorded
in the County of Delaware said tract being
part of Lot No 4071 and the said Samuel
Fisher being in want of Two hundred and
forty dollars he the said Fisher did on the
twenty fifth day of November 1824 apply to
your Orator to lend him the said sum of two
hundred and forty dollars to be secured by a
Mortgage on said premises that your Orator
did loan him the said Samuel the said sum
of two hundred and forty dollars and there
upon the said Samuel Fisher together with
Elizabeth his wife to secure the repayment of the
same with lawful interest by his deed duly
Executed and dated on the 25th day of Nov
1824 conveyed the the same premises to your
orator in fee simple but subject nevertheless
to a condition of defeasance on the payment
of the said sum of Two hundred and Forty
dollars with lawful interest on the 24th day
of November A.D. 1826 next ensuing as in and
by said deed of mortgage here with filed with

and made a part of this Bill will more
fully appear reference being thereunto had
your orator (Further represents that the said Samuel
Fisher has died leaving Elizabeth Fisher his widow
and relic ^{also} Lucinda Fisher Ellwood Fisher Hannah
Fisher Matilda Fisher Celine Fisher also Sarah
Houser ^{formerly Sarah Fisher} who has since deceased leaving Mary Elizabeth
Houser an Infant under the age of ~~the~~ Eighteen years
all of whom the legal representatives of the said Sam-
-uel your orator prays may be made defendant to
this Bill your orator further represents that the said
Samuel Fisher ~~that~~ died intestate and that Michael
P Cassidy has been appointed ~~by~~ and received letters
of administration from the Court of Hamilton
County on the estate of the said Samuel which said
administrator your orator prays may also be made
defendant to this his Bill

Your orator further represents that neither the said
sum of two hundred and forty dollars nor any part there-
-of was paid to your orator at the time limited out that he
half whereby the legal estate in said premises became
vested in your orator redeemable nevertheless in Equity
on payment of the principal and interest due and to be
come due thereon. that the said sum of two hundred
and forty dollars principal and a large arrear of interest
thereon being due he applied to the said Samuel in his
life time and requested him as well as his heirs and
legal representatives since his decease to pay ~~the~~
same to your orator which he and they have wholly
neglected and refused to do

Your orator therefore prays that your writ of Subpoena
may issue (directed to Hamilton County in which the defen-
-dants severally reside) against the said several defendants
and your orator prays a Guardian ad Litem may
be appointed by this Court for the infant Mary Eliza-
-beth that they may be compelled to answer all and sin-
-gular the premises

that an account may be taken of what is
due your orator for his principal and interest upon
said Mortgage that said premises mortgaged as a
foreland may be sold and the proceeds thereof applied
to the satisfaction of said principal and interest
and that your orator may have other and further
relief in the premises as equity and good conscience
may require and your orator as in duty bound
will ever pray &c

W. Lawrence
Sol for Petitioner

Union Com Plea

John Tate

by
The Heirs of Sam^r Fisher

Subj^r in Chanay
Ent^r p. 10.
7 copies.

Ret. le 9th march. 1835.

Served personally by
copies Feb^y 19th 1835

S. Fosdick Shff
By H. W. McCullough Shff

Mileage \$ 5

Service " 1.25

7 Copies " 2.10

Shff's fees \$ 3.40

Paid by John Tate.

State of Ohio Union County

To the Sheriff of Hamilton County Greeting
We Command you to Summons Mrs Elizabeth Fisher &
Widow and Heiress of Samuel Fisher deceased Lucinda
Fisher Elwood Fisher Hannah Fisher Matilda Fish-
er & Belina Fisher also Mary Elizabeth Howson To be &
appear before the Honorable the Judge of our court of
Common Pleas at the court House in Mansville on the
1st Day of our next Term to Answer unto John Pate
The charges and Allegations in a certain Bill in show
caused filed in our said court against them And they
they shall in no wise Court under the penalty of One
Thousand Dollars And have you then these things done

Witness The Honorable Joseph R. Swann
Esq. President of our said court this
2^d Day of February 1835

Silas G. Strong Clerk

Compt. Lists in Concinnate & will pay diff-
fus on sight

Union Corn Pleas

John ~~Wheat~~

John ~~Wheat~~

is

Michael Capity ³⁶ Adm
of Samuel Fisher Decd

Sealed by Copy left
at usual place
Novm. 6. 1835.

A. Torrick Clk

Summ	35
clerk	10
copy	<u>30</u>
clerk fees	75

was

State of Ohio Union County

To the Sheriff of Hamilton County Greeting
We command you to summons Michael P Caspelly
to be and appear before the Honorable the Judges of
the court of common Pleas at the court house in Mans-
-ville on the 1st Day of the next Term of said court -
to be holden within and for said County to answer
a petition in Chancery filed against him and others
in said court by John Felt And if this he shall
in No wise omit Under the penalty of one thou-
sand Dollars

Witness the Honorable Joseph R
Swan Esq. President of our said -
Court at the court house in Mans-
ville this 24th Day of October 1835

James G. Strong Clk

Amor Con Pleas
May Elizabeth H. H. H.
John ^{us} H. H.

Filed Jan 27th 1886
Answer
Filed G. H. H.

The separate answer of Mary Elizabeth House
by S. Strong her guardian ad litem to the bill of com-
plaint exhibited against herself and others by John Pate

This defendant now comes and for answer to the
Bill of said Complainant says that she admits the ex-
ecution of said mortgage deed by Samuel Fisher deceased
that she knows nothing generally as to the matters and
things further charged in Complainant's said bill
and having thus answered she prays to be dismissed
with her costs &c

Mary Elizabeth House

By

Silas Strong her guardian ad

John Lawrence
Sol for Def

John Pate

7

Michael P. Corsetty
and the Heirs of
Samuel Fisher

Appraisalment

Filed Nov 23 - 1836

Silas J. Strong
clerk

State of Ohio Union County

We the Undersigned Freeholders in the
County of Union being call upon and duly sworn by
Jas G Strong Master Comr in Charge for the County
of Union to view and appraise One ^{Tract} Hundred acres
of Land part of Survey No 4071. Bounded as follows
Beginning at a Sugar Tree and Iron wood the
North East Corner of said Survey thence $S 9^{\circ} 10' E$
125 poles to an Ash and Hickory Tree - South
Eighty Degrees ^W 152 poles to an Ash Tree $S 9^{\circ} 10' W$
125 poles to an Iron wood & Elm Thence $N 80^{\circ} W$
152 poles to the beginning - Certify that after
Actual view on the 19th Day of Nov 1836
Do Appraise said ~~Land~~ 120 acres of Land
to be worth in Cash (\$375.00)

Dollars ~~_____~~

Given Under Our Hands this Day
of view to wit Nov 19th 1836

~~_____~~
Joseph Gilson
John S. Fulton

And after wards to wit on the tenth day
of Oct. This court was again collected & held
under the former order

Witness My hand and official
Seal this 1st Day of Nov - 1836

Silas G Strong clerk



I Obedient to the command of the order of court I
did cause said mortgage premises to be appraised by Thomas
black Joseph Gibson & John J. Fellers three Disinterested
free holders of the county who after being duly sworn & actual
view appraised said land to the sum of \$375.00
and having advertised the time & place of sale as follows

MASTER COMMISSIONER'S SALE.—By virtue of a de-
cree of the Court of Common Pleas of the county of
Union, at the June term of said Court, A. D. 1836, I shall, at the
door of the Court House in the town of Marysville, in said coun-
ty, between the hours of 10 o'clock, A. M., and 4 o'clock, P. M.,
on the 29th day of November next, proceed to sell at public ven-
due a certain piece or parcel of LAND, bounded and described
as follows, to wit: being that part of survey No. 4071, contain-
ed in the boundaries following, to wit: beginning at a sugar tree
and iron wood, the north east corner to said survey; thence S.
9 deg. 10 E. 125 poles, to an ash and hickory; thence S. 80 deg.
W. 152 poles, to an ash; thence N. 9 deg. 10 W. 125 poles,
to two iron woods and an elm; thence N. 80 E. 152 poles, to
the beginning; containing one hundred and twenty acres, more
or less. Said land to be sold as the property of the heirs of Sa-
muel Fisher, deceased, to satisfy the demand of John Pate, the
mortgagee of said premises.

SILAS G. STRONG, Mas. Com. Chancery.
Marysville, Oct. 17-21. 4w

In the Ohio State Journal & also by
written notice set up in six places -
in the County of of which ^{two} of which
the Township when the lands are
located & one of which was on

the Door of our Court House in Marysville and
all for a period of time exceeding thirty
Days - To wit the 29th day of November 1836
I did on said 29th Day of November 1836
proceed to sell at public vendue said
Land At the Door of the Court House in
Marysville & did ^{between 10 o'clock AM & 4 o'clock PM} there and there
of and sell the same to John Pate
for the sum of \$225.00 he being the Highest
& best Bidder therefor & having bid two
thirds of the appraised value thereof -

Silas G Strong
Master Com. in Chancery

State of Ohio Union County

To Silas G Strong Special Master Compt
in re in Chancery Sundry -

This Day before this at a Court of Common Pleas began and held at the Court House in Marietta in said County, the following Deed was entered on the 2^d Day of June 1837.

John Tate }
Petitioner }
vs }
Michael Caspely }
vs }
Mortgage }

This Day came the complainant by his counsel and the respondent Michael Plossly & others - Having filed their Answer this Cause is submitted to the Court upon the Bill Answer and Exhibits. And the Court being fully advised and having inspected the Mortgage mentioned in Compt said Bill do find that there remains now due & unpaid to the complainant and Securer by said Mortgagee the sum of \$465.60 It is therefore ordered adjudged and decreed that Silas G Strong a Special Master Compt in Chancery in behalf of the Court be appointed for the purpose to proceed to sell the Mortgage premises in said Bill & Mortgage mentioned & assent at public sale having first caused the same to be appraised according to the provisions of the Statute regulating Judgments & Executions and that he make return of his Doings at the next Term of the Court

John Tate

4
The Secy of Law
H. Fisher

Masters Report -

Catty Ingers	1.00
Ady in paper	1.62
Advertising in Co	1.25
Mileage	25
per diem	4.50
	<hr/>
	8.62
Copies fee	2.75
Printers fee	1.50
	<hr/>
	12.87

Filed March 29 1837

H. Strong & Co

W. P. Smith
John R. ...
...
Filed 19 May
AD 1836
Sidas G. Strong
Clerk

No Record.

Michael P Cassily and others } Union Common Pleas March
 } Term 1836
John Pate ^{vs} } In Chancery

The separate answer of Michael P Cassily one of the defendants to a bill of complaint exhibited against himself and defendants by John Pate Complainant to fore close mortgage.

This defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception to the manifold errors uncertainties imperfection and insufficiencies in the said Complainants said bill of complaint contained for answer thereto or so much thereof as he this defendant is advised is material for him this defendant to make answer unto he this defendant answering saith that he this defendant knows nothing other or contrary to the to the allegations contained in said bill of Complaint. and that he this defendant admits it to be true that the said Samuel Fishy deceased did at or about the time the time in the said bill of complaint in that behalf mention for borrow of Complainant the sum of money as in Complainants said Bill is stated and that thereupon such bargain and sale and such deed as in the said bill of complaint are set forth were duly made and executed by and between the said Samuel deceased and said Complainant and were of such date and of such purport and effect as in the said bill of Complaint in that behalf stated and this defendant saith it may be true for any thing he this defendant knows to the contrary that the said sum of money so borrowed and so secured by mortgage ~~was~~^{was} not paid by the Samuel in his lifetime nor any part thereof nor the interest arising thereon to the said Complainant nor has the same nor any part thereof been paid to said Complainant since the decease of the said Samuel. and this defendant know of no way by which the same

could be paid ~~to~~ to said Complainant by him this
defendant other than by a sale of the said mortgaged pre-
mises as prayed for by ~~such~~ complainant and this
~~complainant~~ defendant further answering saith that
he this defendant is now willing that the prayer of said
Complainant in his said bill of Complaint contained
be granted and that the said mortgaged premises may be sold
in accordance with the Statute as he this defendant is wholly
unable to redeem the same on behalf of the Heirs and legal
representatives of the said Samuel G. Wheeler Deceased and having
thus fully answered he this defendant prays he may be
discharged with his cost in this behalf expended and as
in duty bound he will ever &c

M. P. Cassidy

W. C. Lawrence Sol. Judge

State of Ohio }
Hamilton County }
personally appeared before me

Michael P. Cassidy who
being duly sworn saith that the matters and things contained
in the foregoing answer are true so far as stated of his own
knowledge and so far as stated on information he believes
to be true

John A. Wadsworth Justice of the peace
in and for Hamilton County Ohio

Chancery Case File

Case No. 1834-CH-0009

No. 34-CH-9

Union Common Pleas Court.

Elmore Williams et al
Plaintiff,

AGAINST

Silas G String & Wife
Defendant.

NOV TERM, 1834

Continued,

Journal 2

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Record No.

Page

Ex. Doc.

Page

Maria Paise Allen
and others by
Elmon Williams

vs
Silas G Strong &
Martha his wife

petition

S. Mason

Filed Nov 20th 1834

Silas G Strong
Att

To the Honorable the Judges of the Courts of
Common Pleas of the County of Union
in Chancery sitting your petitioners Ma-
ria Louisa Allen William E. Allen and
Rebecca Ann Allen infants under the
age of twenty one years by Elmore Williams
of Hamilton County their guardian would
respectfully represent unto your Honor that Si-
las G. Strong and Maria his wife of the County
of Union in the State of Ohio and who your pe-
titioners pray may be made defendants to this
their petition being or pretending to be seized in
fee simple of two certain lots, pieces or parcels
of land situated in the County of ~~Hamilton~~ Union and dis-
cribed as follows namely one of said lots in the
Town of Marysville in said County known &
designated on the plat of said Town as out-lot
No. 2 bounded south by Centre Street East by an
alley north by North Street and west by another
lot No. seven containing a square of two and
a half acres The other piece or lot in said Town
and County known & designated on the plat of the
said Town as the south half of lot No. fifty one
beginning at the south west corner of said lot
running East eight poles to an alley thence
north two poles thence west four poles to a stake
thence north forty five deg. west to the line
of the public square of said Town thence south
forty five deg. west fifty nine feet to the
corner of the said public square thence sixteen
and a half feet to the ~~place~~
place of beginning

And the said Silas G Strong being indebted to one William
Woodruff of the city of Cincinnati in the sum
of one thousand and fifty dollars for goods sold
and delivered by the said W Woodruff to the said Silas
G Strong and being willing to secure the payment
of the same with lawful interest ~~and~~ ^{make} two prom-
issory notes, dated the eighth day of October
Eighteen hundred and thirty two for five hundred
and twenty five dollars each, payable
to the said W Woodruff or order, one in six
and the other in twelve months from the date
thereof with interest and ad valorem duty
executed and assessed on the same ~~and~~
year last next taxed by him the said Silas G Strong
and Maria his wife on the same day and
year last aforesaid covering the same lots
or parcels of land above described to the said
W Woodruff in fee simple but subject never-
theless to a condition of defeasance on the
payment of the said two promissory notes
agreeably to the tenor thereof as in the said deed
of mortgage herewith filed and made part of this peti-
tion will more fully appear

By our petitioners further represents that the said William
Woodruff on the eighth day of January in the year
Eighteen hundred and thirty four for value received
endorsed assigned and set over the said two promissory
notes and mortgage deed to the said Elmore
Williams as the guardian of said petitioners
and in trust for their sole use and benefit
whereof the said Silas G Strong then had notice
Our petitioners further represent that neither the
sum of one thousand and fifty dollars nor any part

~~of the said~~
of

Payment was paid to the said W. Woodruff at the time limited
 in that behalf or any other time before or since
 that day nor has the same or any part thereof been
 paid to your petitioners or to their said guardian
 whereby the legal estate in said premises became
 vested in the said W. Woodruff redeemable nevertheless
 in equity on payment of the principal and interest
 due and to become due thereon. That the said sum of
 one thousand & fifty dollars principal and a large
 amount of interest thereon being due your petitioners
 by their guardian applied to the said Selas G. Strong
 and requested him to pay the same to your petitioners
 which he has hitherto wholly neglected and refused
 to do of our petitioners therefore pray that the writ of
 Subpoena may issue against the said Selas G. Strong
 & Maria his wife that they may be compelled to an-
 swer all and singular the premises, that an account
 may be taken of what is due to your petitioners for
 their principal and interest upon said mortgage that said
 mortgage premises may be sold and the proceeds thereof
 applied to the satisfaction of the said principal and
 interest and that your petitioners may have such other
 and further relief in the premises as in equity and
 good conscience may require

J. Mason Sol for
 petitioners

1050 00
 16275
 121275

1050 Oct 8th 1832
 6
 6300 111111
 2
 12600
 525
 3150
 16275

Chancery Case File

Case No. 1834-CH-0010

Chancery Case File

Case No. 1835-CH-0001

No. 35-CH-1

Union Common Pleas Court.

Wm H. Mason

Plaintiff,

AGAINST

Jos Gabriel,

Defendant.

MAR TERM 1835

JUDGMENT VS DEFENDANT

Journal 1

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Record No. 2

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Ex. Doc.

Page

Union Com: Pleas
Wm M Wagon

v

Wm Gabriel et al

Filed March 9th 1835

Titus G. Strong
clerk

Recorded
"

State of Ohio Union County ss.
To the Honorable the Court of Common
Pleas of said County sitting as a Court of
Chancery. Humbly complaining
Sheweth unto Your Honors your Oration
William M. Rapson of Franklin County Ohio
That on the 1st day of March AD 1833
one C. D. Gabriel (since dead) and one
William Gabriel father of said C. D.
gave to your orator, this joint and
several promissory note payable to
the order of your orator at the Franklin
Bank of Columbus in Ninety days
after date for Nine Hundred and
Fifty Dollars, That said note at
maturity was protected for non
payment. That said C. D. Gabriel
died previous to the month of September
AD 1833 and that at the September Term
of this Court AD 1833 your complainant

Commenced an action ^{of assumpsit} at Law against
the said William Gabriel and at the
November Term of this Court ^{up to nit on the 20th Novr 1834} Fall 1834,
recovered a judgment against said
William for the sum of One Thousand
and Fifty one Dollars and forty five cents
That upon said judgment execution has
been issued and returned "no goods or chattels,
land or tenements," Your orator would further
represent that he has been informed and
believes that the said C. L. Gabriel in his
life time made over to his said Father
a large amount of property for the purpose
of discharging the debts of his said
C. L. Gabriel and which was conveyed to
said William ^{and received by him} for that purpose
That said William is now the ostensible
owner of no property, but that by the
said William has conveyed to his sons
John & William Gabriel a large amount of
property without consideration and for the
purpose of defrauding Creditors, Your Orator

* If any part consisted of real estate of what disposition has been made of it, off of all notes & accounts
what part has been collected how applied what was the whole amount of property of all kinds
which has come to his hands, what was the whole amount of claims against the said E. D. Gabriel - what
claims have been paid & what still remain unpaid -

therefore pray that you will grant
your most gracious writ of Subpoena
or some other process or direction by which
said William Gabriel the elder John
Gabriel and William Gabriel the younger
(whom your orator prays may be made
parties respondents to this bill) may be
brought before this Court and that who
so before the Court the said respondents
may be called upon individually upon
this Corporal oath to answer each and
every the allegations of this bill as
particularly as if there to individually
singly interrogated, And that the said
William Gabriel the Elder upon this Corporal
oath may be called upon to set out
particularly what property he received
from the said E. D. Gabriel deceased, the time
mode and conditions of the conveyance or con-
veyances and the name nature and des-
cription of say and all property of whatever
name nature or description thus conveyed.*

That Said Willm the Elder may also
in like manner be compelled to answer
what property of any description whatever
he has since the 1st day of March A.D. 1833
conveyed to his two Sons John & Willm
the younger, or to ^a either of them, ^{to any other person} the time
and consideration of said conveyance or
conveyances to his said sons or either of them
and a particular description of the property
thus conveyed, That the said John and
Willm the younger may be called upon
this Corporal oath to answer what
property of any & every description they
have received from the said Willm
Gabriel the Elder, since the 1st day of
March 1833, the time of such receipt
the consideration or considerations paid
or agreed to be paid by them to the
said Willm Gabriel and ^{to set out} a particular
description of the property so conveyed in
this answer to this bill, And your orator

for this purpose that upon final hearing
this Court will order adjudge and
decree that the conveyances aforesaid
if fraudulent be set aside and that
your orator may have satisfaction of
his said judgment out of the property thus
fraudulently conveyed and concealed and
that Your Honors will grant such other
and further relief as the ends of justice
will warrant and the nature of his
Case may demand And Your Orator
as in duty bound will ever pray

W^m Stanting Gilbert
Att. sol^r

Mr Gabriel
vs
Mr M. Kannon

Answer

Filed June 8th 1835

S. G. Strong

clerk

The separate answer of William Gabriel Junr
one of the defendants to a bill of Complaint exhibited
against himself and others by William M. Kason Com-
plainant near ch term union Com - Pleas - 1835 -

This defendant now and at all times hereafter
saying and reserving to himself all and all manner
of benefit and advantage to the manifold errors mer-
tainties untruths and imperfections in said complain-
ant's said bill of Complaint contained for answer
thereto of so much thereof and such parts thereof
as he this defendant is advised is material for him
to make answer unto, he this defendant an-
swering saith that as to the note ~~of~~ execution
and death of the E. D. Gabriel he knows nothing but
by information that he denies the receipt of any
property from William Gabriel Junr without consid-
eration and for the purpose of defrauding creditors
that as stated by John Gabriel a like defendant
to complainant's said bill of Complaint this defen-
dant ~~has~~ received with the said John the property
as stated by his answer in this case and at the time
mentioned. That this defendant continued to aid and
assist the said John in collecting as well as selling
said property until about the 14th day of September 1833 when
this defendant accounted with the said John for
all monies received up to that time and since has
permitted the whole to be managed and closed by
said John defendant without this defendant has
at once or more received of the dues then coming and
paid the same ^{over} at the request or approval of the said John
defendant as his agent and this defendant further an-
swering denies all fraud or combination as charged
in complainant's said bill of Complaint and having
thus fully answered he prays to be discharged with
his reasonable costs in this behalf expended and
as in duty bound,

W. S. Lawrence
Sol for Deft

Personally appeared before me
Wm Sabud Jun, who being duly sworn according to
law saith the matters and things contained in the
foregoing answer are true so far as stated from his
own knowledge and that such as is stated from
information he believes to be true

Wm Sabud Jun

Sworn to and subscribed this 5th day of June
A.D. 1835

David Burnham, Justice of the peace

Filed June 8th

1835

Silas B Strong
clerk

Recorded

Personally appeared before me
John Garvie who being duly sworn according
to law deposed that the matters and things contained
in the foregoing assurance are true & as stated
from his own knowledge and that such as is
stated on information he believes to be true

John Garbriel

Done in and witnessed this 8th day of June
1835
David Burdick
Notary of the Peace

John Garvie
at 3 separate assurances
W. M. Kapow

Filed June 8th 1835

Silas Strong
clerk

Recorded

1835

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

The Separate answer of John Gabriel one
of the Defendants to a bill of Complaint exhibited
against himself and others by Wm M. Rapson Com-
plainant March term 1835 - Union Court Pleas

This Defendant now and at all times hereafter
saying and reserving to himself all and all manner
of benefit and advantage to the manifold errors uncertainties
insufficiencies and imperfections in said Complainants said
bill of Complaint Contained for answer thereto or so much
thereof as he this defendant is advised is material for
him this defendant to make answer unto he this defen-
dant answering saith that of his own knowledge he
knows nothing of the execution of said note by William
Gabriel and E. J. Gornel the Indgement and execut-
ion thereon This defendant admits the conveyance
of the property real and personal mentioned in the
answer of William the Elder a like defendant to which
this defendant here refers, to him this defendant and
William the younger that the conveyance so made
enabled him this defendant and William the younger to
sell collect and manage the proceeds of the said property
that they on this defendant principally did so and reg-
ularly paid over the same as required by William
the Elder, retaining no more than this reasonable
costs incurred and fees not more than the fees of Admin-
istrators in like cases as allowed by Law. This defendant
further answering saith that he denies the conveyance
or transfer of any property by him this defendant and
William the younger by the said William the Elder
with out consideration and for the purpose of def-
rauding creditors as charged in Complainants said bill
but saith that they on this defendant principally paid
to the said William the Elder a good and sufficient
consideration for all the property received (except as a-
bove) since the 1st day of March 1833 as stated in said
bill of Complaint, and this defendant having thus
fully answered prays that he this defendant may
be dismissed and allowed his reasonable costs
in this behalf expended and he as in duty bound
will ever pray &c

W. C. Lawrence
Soc for def

I all omit particular the Compl^{ts} writs, that the said
answers of the said John Gabriel & William Gabriel & John
is overind, imperfect, and insufficient, wherefore he except that
and pray that the said defendants may be compelled
to amend the same and put in a full and sufficient answer
to the said writ.

By Shalby & Gibbels ^{his adv}

William M. Kopen

vs
William Gabriel & John

Exceptions to ~~answer~~ the
separate answers of John
& William Gabriel Jr

Filed June 8th 1835

Jas. G. Strong
Clerk

William M. Kason

13

In Reply

William Gabriel Senr & Co

Exceptions to the separate answers of

put in by the Defendants, John Gabriel & William Gabriel
Senr to the bill of the Complainant.

1st That the said Defs have not answered and set forth
according to the best of their remembrance, information &
belief what property of any and every description they have
from the said W^m Gabriel the elder since the 1st day of
March 1833 - the time now consideration for or agreed to
be paid - nor have they particularly described the property
which they admit to have been conveyed -

2nd That the said Defs have not in manner aforesaid answered
and set forth what property of any description whatever
was conveyed by said William Gabriel the elder to any
other person other than themselves - nor the time nor consideration
of such conveyances -

3rd That the said Defs have not in manner aforesaid answered
and set forth what property was received by the said W^m
Gabriel the elder from the said E. D. Gabriel; the time nor
nor condition of the conveyances, nor description of the property -
whether any part consisted of real estate nor what disposition had
been made of it; whether any part consisted of notes & accounts
nor if so what part has been collected, nor how applied; what
was the whole net of property of all kinds which came to the hands
of the said W^m Gabriel the elder - nor what was the amount of
claims against the said E. D. Gabriel, what claims have
been paid, nor what claims still remain unpaid -

answer of the said Deft. W^m Gabriel Seave is evasive, imperfect, and
insufficient, wherefore he excepts thereto, and prays that the said
Defendant may be compelled to amend the same, and put in
a full and sufficient answer to the said bill.

By Stacy & Gillist Att^{ys}

W^m M. Kapan

vs. Exceptions to the same

W^m Gabriel Seave

Exceptions to the answer of
W^m Gabriel Seave

Filed June 8th 1835

Silas P. Strong
Clerk

Wm M. Kaffon

In Chancery

vs
William Gabriel & als

Exceptions to the ^{deponent} answer put in by the
defendants to the bill of the Complainant -

- 1st That the said Defendant William Gabriel sen has not set forth and showed what amount of ^{different kinds} property he received from E. D. Gabriel deceased, nor the name, nature, & description of such property -
 - 2nd That the said Defendant has not in manner aforesaid answered and set forth, what parts of debts, notes, & accounts which ~~have~~ were assigned by the said E. D. Gabriel has been collected nor ~~what~~ how, what has been collected has been applied -
 - 3rd That the said Deft has ~~not~~ in manner aforesaid answered and set forth, what was ~~the~~ ^{the} amount of property of all kinds which came to his hands; ~~what~~ what claims ~~have~~ ^{have} been paid against the said E. D. Gabriel have been paid, nor what still remain unpaid -
 - 4th That the said Deft has ~~not~~ in manner aforesaid answered and set forth what property of any description whatever he has since the 1st day of March. A. D. 1833 conveyed to his sons John & William - or to either of them, nor the ^{nor} time & consideration of such conveyances - nor sufficiently described such property as was conveyed -
 - 5th That the said Deft has not in manner aforesaid, answered set forth, what property of any description whatever was conveyed to individuals other than his sons John & William Gabriel - nor the time nor consideration of such conveyances nor a description of property conveyed - ~~has in no instance~~ fully answered the bill -
- In all which particulars, the Compls insist, that the said

Motion Common Pleas

Wm. M. Rapon

vs Subpoena

vs Gabriel

Since on this return by Wm. William Gabriel John
Gabriel William Gabriel & by Henry & Guppy at
cost of their place of their residence

to the

Wages - - - 40
G Guppy - - - 70
\$ 110

G Winger Smith

State of Ohio, Union County

To the Sheriff of Said County Greeting

We Command you to Summons Com Gabriel -
John Gabriel and Com Gabriel Junr - To appear
forthwith before the Honorable the Judges of our
Court of Common Pleas at the Court house in Ma-
-sylvia in Said County of Union to answer unto
Com M Wagon the Matter & Things Charged -
in a certain Bill in Chancery filed against
them And they shall in no wise omit under
the penalty of Ten thousand Dollars,

Witness the Honorable Joseph
K Swan President of our Said
Court at the Court house this
9th Day of March 1835

James G. Strong Clerk

George Reed
" 3 Attachment
John R. Gabriel

Filed
March 9th 1835
S. C. M. J. M. J.
C. C. C.

John R. Gabriel

Columbus

18

Columbus February - 1835

Personally appeared before me
at my office in Columbus Franklin
County John Bailhache publisher of the "Ohio
State Journal and Columbus Gazette" who being
duly sworn saith that the annexed notice was
published ~~in~~ six weeks successively in his paper
stiled as above

J. P. Smith

Subscribed & Sworn to before me
this 4th day of March A.D. 1835
Thos. Wood J.P.

Somery township, in the county of Franklin,
against the goods, chattels, credits, moneys
and effects of William Parker, an abscond-
ing debtor.

P. SIESON.

Sept. 13, 1834

3 4w

ATTACHMENT.

NOTICE is hereby given, that, at the in-
stance of George Reed, a writ of attach-
ment was issued by the Clerk of the Court of
Common Pleas of the County of Union, Ohio,
against the goods, chattels, lands, tenements,
rights, credits, moneys and effects of John
Gabriel, an absconding debtor, returnable at
the August term of said Court; which writ
was executed and returned on the 25th inst.

SILAS G. STRONG,

Clerk of the Court of Common Pleas
Union county, Ohio.

August 29, 1834.

3 6w

Proclamation.

IN pursuance of the laws of the State of
Ohio, I, Robert Lucas, Governor of the
said State, do hereby declare and make
known, that the lands granted to the State

Octo-
Belock
Com'rs
NCE
L.
ed that
y, cou-
E
e Com-
vorable

The within account known and subscribed to before
me this 7th day of March 1835

Elihu Abbott *EB*
Associate Judge

John H. Gabriel To Thos Kennedy Dr
 December 1832 To one Saddle and Bridle \$ 19.00
 " To 2 1/2 months Labor commencing Sept 24th
 1832 at 7 \$ 17.50
 interest on the above 2 years \$ 36.50
 4.30
 \$ 40.80

what debts of the said E. S. Remain unpaid except
as stated by William the Elder nor does this debt
want know what is the amount of the debt of the
E. S. That this defendant received of by account
with Mr the Elder the sum of thirty eight dollars
a debt due him the defendant from the said
E. S.

And this defendant does hereby for denying all
found for and tracing the fully answered pray
he disimpeal with his reasonable costs &c

Wm the Elder
for the debt

Personally appeared before me Mr. Gabriel Sr. who being duly
sworn hath that the matters and things contained in the
forgoing answer are true so far as stated from his own
knowledge and that so far as is stated or information he
believes to be true. Sworn to before me this 27th day of
Sept 17th 1835

David Beersham S. D.

Mr Gabriel Sr
for the answer

Filed Oct 21 1835
Silas G. May
Clerk

Recd

The further and separate answer of William Gabriel
Dun to a bill of complaint exhibited against himself
and others by Wm McEason Complainant

This defendant saving and reserving to him
self as heretofore further answering saith that on
the tenth day of June 1833 this defendant and John
Gabriel a like defendant received of William
Gabriel ~~Dun~~ by assignment the following property
all of which as this defendant is informed and believes
the said Wm the Elder had formerly received of the
E. D. Gabriel. with this exception that William
the ^{Elder} received the same to some time in April 1833 and
whilst he owned the property he had received of the said
E. D. the notes and book accounts were increased into a
small amount whilst the merchandise decreased
by sale in the same proportion

of real estate two Town Lots in Middletown
in the County of Logan as described by John & Wm
like defendants valued at \$1,000.

five head of young horses without
valuation to be sold — — — — — .205 sold for

Cow received as the Hous, reared 9 —

Goods wares, and Melze Recd as the Hous, \$9,967.5

Notes and book accounts to be collected, about \$1,150.00

Total amount of property real & personal \$3,360.75

that as this defendant is informed and believes
the amount of three thousand eight

dollars was paid to William the Elder the
consideration for the above property that this
defendant knows of no other property received
by the said William the Elder from the said E. D. that
the property received from the said E. D. was assigned
to Wm the elder to pay the debts for which the said
William the elder was security that this defend
ant knows of no property assigned by William
the Elder since the first day of March 1833 to any
person or persons other than the above which was
assigned to him this defendant and John a like
defendant that this defendant knows not

that as to the debts of the said E. S. for which this defen-
dant is not security remaining unpaid by this can
not state otherwise than as heretofore
and having this fully answered he prays to be dismissed
with his costs as here to fore

At Law
William Gabriel Sen. vs. E. S. Lawrence

vs. William Gabriel Sen. vs. E. S. Lawrence

personally appeared before the Wm Gabriel Sen who being duly
sworn said that the matters and things contained in the
forgoing answer are true so far as stated from his
own knowledge and that so far as is stated or inform-
tion he believes to be true ~~and subscribed~~ ^{and subscribed} ~~and subscribed~~
7th day of Sept. 1835

David Burnham S. P.

Mr. Fabre

vs
Mr. M. Kasson

Further Answer

Filed Oct 29th 1835

Silas G. Strong
6th

Recorded

The further and separate answer of
William Fabrice says one of the defendants
to a bill of complaint exhibited against him
self and others by William M. Casson.

This defendant here as heretofore saying and reser-
ving to himself all manner of right and ben-
efit of exception to the manifest errors &c in Com-
plainant's said bill of Complaint contained in an
swearing to such parts as he is advised it is material
for him to make answer unto in ~~the~~ said
that he receives of the said E. S. Fabrice property to the
amount of \$ 3,360. 75. as near as ~~from~~ remembrance and
belief of him this defendant. ~~He~~ This defendant can
ascertain. as was stated heretofore this amount was
discovered by the sales one thousand dollars of the above
amount was received for the real Estate and its privile-
ges and appurtenances ~~lying~~ in the Town of Middleburg
as heretofore stated the Nos of the Lots are not now recol-
lected but they will appear by reference to records of
the County of Logan where the deed of mortgage
heretofore mentioned is of record. The ~~4~~ in mention
in the former answer of this defendant ~~and~~
were sold for two hundred and five dollars one ~~and~~
cow which after paying for her keeping until sold
realized nine dollars, there also constituted a part of the
above amount as stated in gross. The Goods wares
and merchandise heretofore mentioned amounted as
aforesaid to one thousand ^{one hundred} and forty six dollars seventy
five cents exclusive of the Horses and Cow, the goods
wares and merchandise aforesaid consisted of a few
articles of household furniture principally of prints
and clothes some glass ware hard ware, Cullery
and Groceries with other articles usually found in
a store. the remaining part of the above amount
consisted of Notes and Book accounts which to the
best of the recollection of him this defendant am-
ounted to ^{not quite} one thousand dollars thirty ~~added~~ to
gether as he received them from the said E. S. Fabrice
which in collection as heretofore stated were reduced in
~~the~~ but how far this defendant knows not

another cow received being in the year was wholly lost

this defendant further answering saith that the notes and book accounts due from the said E.D. as aforesaid have been generally collected or offset by counter claims against the said E.D. that the balance which remain uncollected amounts to about

\$2,500 dollars a part of which from the condition of the debtor it is not expected can be collected. This defendant further answering saith that he applied of the monies arising from the property and notes, ^{and acct} aforesaid nine hundred and thirty nine dollars to the payment of a debt due the Franklin Bank at Columbus that he applied two hundred and fifty one dollars to the payment of a debt due Joseph Everett. These two were debts in which he was of security for the said E.D. that he this defendant has paid John Gabriel the sum of \$14.00 and William Gabriel Junior the sum of \$34.00

severally due them from the said E.D. Gabriel that this defendant allowed and paid attorney's fees for ~~course~~ advice and assistance to viewing the collection and settlement of said ~~debt~~ debts the sum of \$49.00 dollars. These are all of the

costs of the said E.D. that he this defendant has paid so far as is now recollecte~~d~~ of ~~the~~ ~~debt~~ This defendant further answering saith that for their expense time and trouble in attending to the sales and collections of the monies aforesaid he this defendant allowed em to his sons William and John or the latter only, six per cent on the monies collected. that the merchandise was principally sold at auction in this County at the residence of ~~him~~ this defendant the fees of the auctioneer were paid and the per cent payable the County from the proceeds of the sales. This defendant saith that he is further liable for the debts of the said E.D. other than the debt due complainant in this case that is to Charles Cowles & Co By note of hand payable on the 20th day 1833 for four hundred and forty four dollars also twelve hundred dollars due

Buttle & Mathews of also eight hundred ^{and ten} the payment
of which last note has been assumed since the assign-
ment to him this defendant by the said E. D. the
payment of which is now secured to the said But-
tle & Mathews by mortgage on the farm of him this
defendant lying in this County. also to Bond & Walbridge
or their assigns one judgement of records in this
court to about the amount of — \$4,640.00
which may be seen reference being had to the record
aforesaid. with the exception stated as paid the
above remain unpaid. that the ~~same~~ property as above
stated to have been received from the said E. D. was
from the time of its receipt by him this defendant prin-
cipally in the possession and subject to the control
of John and William sons of this defendant and
like defendants to Complainants said bill of
Complaint until the tenth day of June 1833 when
this defendant assigned the whole of the property aforesaid
to the said John and William except the small part of
the merchandise which had been retained prior to the
tenth day of June aforesaid and the credits upon the
Books and the cash received to that day also fell into
their hands to be accounted for in the same manner
and at the same time that they accounted for the property
remaining unsold at the said tenth day of June aforesaid
that this defendant has since the ~~1st~~ first day of March
1833 assigned no other property of any description whatever
to the said John and William ^{or either of them} ~~but~~ other than
that received from the said E. D. nor to any other person
or persons whatsoever. So far as he this defendant recollects
and believes, that the consideration received for the property
assigned as aforesaid by this defendant was three thousand
eight dollars — and this defend-
ant further answering saith that at the time of the
assignment ~~to them~~ by the said E. D. to this defendant he
this defendant did not know what it was the true value
of the property so received nor does he now know (otherwis-
than as heretofore stated) but by the Books and returns
to him this defendant all which he believes to have been
correctly made and returned.

Mr. Cabell
vs
Mr. M. Kason

Answer

Filed June 8th 1835
Star & Story Clerk

Recorded

June 18 1835

George H. Thompson

The separate answer of Wm Gabriel Sen one of the defendants to a bill of complaint exhibited against himself and others by Wm M Hapson complainant March term Union Court Pleas 1835

This defendant now and at all times hereafter saving and reserving to him all and all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections and insufficiencies in said complainants said bill of complaint contained for answer thereto or so much thereof and such parts thereof as he this defendant is advised is material for him this defendant to make answer unto, he this defendant answering saith that he this defendant admits the execution of the said note, the death of E. D. Gabriel the commencement of said suit and judgment, but denies the issuing of said execution and its return so far as come within his knowledge. This defendant also denies the receipt of any property in trust for the payment of the debts of the said E. D. Gabriel in general but saith that at the period when the said E. D. Gabriel was involved beyond his means to pay as this defendant is since informed this defendant signed with the said E. D. Gabriel He this defendant also saith that to secure himself against the liability incurred by this defendant (he this defendant received from the said E. D. Gabriel a deed of mortgage on two lots in the town of Middleburg in Logan County with their privileges and appurtenances five or six head of young horses two cows and merchandise which on sale at auction and some things at private sale amounted to about thirteen hundred sixty ^{dollars} and seventy five ^{near as} etc as this defendant can ascertain from the sale bill and books. He also received in notes and book accounts from the said E. D. Gabriel about one thousand dollars. He this defendant denies the assignment of any property to the said John & Wm his sons for which he this defendant has not received a good and sufficient consideration.

in money from them or one of them since the said ~~first~~
~~day~~ of month of March mentioned in complainant's said
bill. after having allowed them their own and counsels
reasonable fees for collection. This defendant saith that
the amount of the goods wares and merchandize which
he received of the said E.D. he ascertained in no way
so particularly as by sale that the notes of hand and book
accounts received were in collection much reduced by
= notes and accounts held by the persons owing the said
E.D. - at the time they were conveyed to him this defen-
- dant. He this defendant saith that at the time said pro-
- perty real and personal was conveyed to this defenda-
- ant he this defendant had lately become liable to pay for
the said E.D. \$4,5⁴⁵.00 that he has since paid some
other well attested debts of the said E.D. to the amount
of fifty one dollars and one thousand one hundred and
ninety two ^{dollars} on securities. This defendant further saith
that about the tenth day of June 1883 This defendant con-
- veyed the said real estate so received from the said
E.D. to Mrs. and John Gabriel his sons that they sold the
same ~~to~~ as he is informed and believes to Sellars and
Brodney that the consideration one thousand dollars has
been paid over to this defendant that the notes and book
^{accounts} have been collected so far as could conveniently be and paid
over to this defendant in like manner. This defendant
saith that he never has ascertained the amount of the
claims against the said E.D. - but that his own liabil-
ities for said E.D. was as above stated that he con-
- veyed the property to John and William which he rece-
- ived from the said E.D. Gabriel that their situation
from the habits of him this defendant and the ill heal-
- th of the wife of this defendant was better suited to
sell and collect than the situation of This defendant
that they did so and accounted with this defendant
from time to time for the proceeds as agent would
to the satisfaction of him this defendant. And this

defendant further denies all fraud or intention
to defraud creditors as charged and prayeth that having
thus fully answered he this defendant may be dis-
missed and allowed his reasonable costs in this
behalf expended and as in duty bound &c

W. Edwards
Sol for Def

Personally appeared before me

Wm. Labrie Senr, who being duly sworn
according to law deposes and saith that the
matters and things contained in the foregoing
answer are true so far as stated from his own
knowledge and that such as is stated on
information he believes to be true

Sworn to before me this 5th day of
June A.D. 1835

David Burnham
Justice of the peace Esq

Ohio Com Pleas

Mr M. Kason

in Execution

Wm Gabriel Esq

Clerks fee	\$ 11.06
Stiff	7 34
This writ	35
	<hr/>
	\$ 12.75

Aug 1836

\$ 13.26-

Received August 11. 1836

Wm Gabriel Esq

Money made in full
Rec'd 10 1836

State of Ohio Union County p

To the Sheriff of Said County Greeting
We Command you that of the Goods and Chattles
of Mr M. Kapon late of your Bailwick you
Cause to be made the Sum of - 12^{ff}, 40 with Leg al
interest thereon to be Computed. at the rate of Six per Cen
Tum per Annum from the 22nd day of October 1835 until
paid and for want of Goods & Chattles you Cause ~~to be~~
to be made of the Lands tenements & hereditaments
of the Said Mr M Kapon the Said Sum of ~~more~~
12^{ff}, 40 which Mr Gabriel et al late in the Court
of Common Pleas recovered against him as ap
pearst us of Records And that you have the
Same Before the Judges of the Court of Com
mon Pleas at the Court House in Maysville
on the first Day of their next Term to render
unto the Said Mr Gabriel the Said Sum of ^{ff}2, 40 Costs
herein expended & have you there then
this Mr. ~~Witness~~ Witness J R Swan President of our
Court aforesaid this 11th Day of August
AD 1836

Silas G Strong Clerk

Received August 11 1836
Money made in full
Pct 10 1836

Union Court Pleas

Mr John Kapon
vs } Execution
Mr Gabriel Segot

Colks 1	\$ 67.50
Docket fee	5 00 0
This trial	35
	<hr/>
	\$ 6 10 25

Aug 1836

State of Ohio Union County p

To the Sheriff of Said County Greeting

We command you that of the Goods and Chattels of Mr Gabriel Sawt
Late of you Bailwick you Cause to be made the Sum of $5\text{ }^{\text{p}}.67.5$
with Legall interest thereon to be Computed at the rate of six per Cent
per Annum from the 22nd day of Octobr 1835 untill paid and
for want of Goods and Chattels may Cause to be made of the Land tenements & hereditaments
of the Said Mr Gabriel the Said Sum of $5\text{ }^{\text{p}}.67.5$ which Sum Mr Kaplan Date in the
Court of Common Pleas recovered against him as appears to us of Record and have
you the Said Sum of $5\text{ }^{\text{p}}.67.5$ Before the Honorable Judges of the Court of Common Pleas
at the Court House in the Town of Mansville on the first day of their next Term to
render unto the Said Mr Kaplan the Said Sum of $5\text{ }^{\text{p}}.67.5$ costs herein ex
pended & have you the Item this writ

Witness J R Sman President of our Said
Court this 11th Aug 1836

J. G. Strong Clerk

Union Con Pleaz

Mr M. Kapon
as 3 Execution

Mr Gabriel Jr

Clerks fee \$1.92
Docket fee 5.00
This amt 35-
\$7.27

Aug 11. 1836

\$7.27

Received August 11 1836

to Augustus Merrill

Mary Ward in full
Ac'd M. 1836

State of Ohio Union County

To the Sheriff of Said County Greeting
We Command you that of the Goods and Chattles
of Mr Gabriel for your Cause to be made the
Sum of $6\text{ } \text{ } 92\frac{1}{2}$ with Legal interest thereon to
be Computed at the rate of Six percent per
Annum from the 22nd day of October 1835 untill
paid and for want of Goods and Chattles you
Cause to be made of the Lands Tenement & her
dittaments of the Said Mr Gabriel for the Said
Sum of $6\text{ } \text{ } 92\frac{1}{2}$ which Sum Mr M Kapor sets
in the Court of Common Pleas returned against
him as appears to us of Record and have you
then there this writ paid Sum of $6\text{ } \text{ } 92\text{ } 5$ Before
the Judges of the Court of Common Pleas at the
Court House in Mansfield on the first day of the
next Term to render unto the Said Mr M Kapor
the Said Sum of $6\text{ } \text{ } 92\text{ } 5$ Costs herein expended
& leave you then then this writ

Witness I R Siran President of our said
Court aforesaid this 10 Day of Aug
1836

Itas G Strong CLK

Received Amount \$1896
Money made in full of Mortgage
REC 10 1896

Union Loan Plaza

Mr M. Kapor

vs 3 Execution

J. Gabriel

Clerks fee \$1.67.5
Docket fee 3.00.0
This Court ~~35~~
\$602.6

Aug 11. 1896

#646

State of Ohio Union County

To the Sheriff of Said County Greeting

We Command you that of the goods and Chattels of John Gabriel Lat of your
Barwick you cause the Sum of $\$767.5$ to be made with legal interest there on
to be Computed at the rate of Six per Cent per Annum untill paid and for
want of Goods and Chattels you cause the same to be made of the Lands and Tenements
sherecittaments of the Said John Gabriel the Said Sum of $\$767.5$ where Sum ^{Mr. M. Kasper} from
Lata of ^{the} Court of Common Pleas Recovered ~~of~~ Against him as appears to us of
Record and have you the Said Sum Before the Judges of the Court of Common Pleas
of the County of Union at the Court House on the first day of their next Term to ren-
der unto the Said Mr. M. Kasper the Said Sum of $\$767.5$ Costs herein expended
and have you then then this Writ

Witness I R Swan President
of our Court of said this 11th
Day Aug 1836

Silas G Strong CLK

Chancery Case File

Case No. 1835-CH-0002

No. 35-CH-2

Union Common Pleas Court.

John C Shaler

Plaintiff,

AGAINST
Heirs Lewis Fox

Defendant.

MAR TERM, 1836

DECREE FOR PLAINTIFF

Journal 1

Page 249

Record No. 2

Page 434

Ex. Doc.

Page

Union Com Pleas

John C. Shaler &
Others - } Bills

The Heirs at law of
Lewis Fox. Sec^d

Chancery

Filed March 9th 1835

Silas G. Strong
cl^k

Recorded

The Court of Common Pleas within and for the county of *Union* &
State of Ohio In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. 686 for *one hundred* acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *Lewis Fox* and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* and State of Ohio, and within the Virginia Military district.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said *Lewis Fox* he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *Lewis Fox* hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry, and survey, to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *Lewis Fox* or any person whatever claiming under him; nor has the said *Lewis Fox* or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises, declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just.

J. W. Hadden
Atty for comt

State of Ohio Knox County Before me the subscriber an acting Justice of the Peace in and for said County personally appeared *John W. Hadden* Agent and Atty in fact for the petitioners in the above bill named *W. Hadden* that he has not and truly believes the said petitioners have not any knowledge of the name, or residence of the heirs of *Lewis Fox* the decedent in the above bill named *W. Hadden* to be subscribed before me this 5th day of *April* 1841 *J. W. Hadden*

Recd Dec 21st 1837

Went forthwith to search for property
and found within goods now lands
wherein to Levy Dec 22nd 1837
R Clark Sheriff

Union Com Pleas

John C. Shaler

Hirs of Lewis Fox

Judge	\$13,371/2
Doc	35
	<hr/>
	\$13,741/2

Surv — 35

Mil — 5

40

Filed Dec 22. 1837

Jan 16, Dec 6/18

State of Ohio
Union County

To the Sheriff of said County Greeting
We command you that you cause to be levied
of the goods and chattels in your bailiwick of
the Heirs at law of Lewis Fox the sum of
\$13,391/2 which by the decree of our Court of
Common Pleas within and for the County of Union at the
March term thereof 1836 John C. Shator et al recovered
against the said Heirs at law of Lewis Fox with
interest thereon from March 3^d 1836 until paid and for
want of goods and chattels that you cause the same to be
levied of the lands and tenements in your bailiwick of the
said Heirs at law of Lewis Fox and have that
money before our said Court of Common Pleas on the
first day of their next term to remain unto the claim-
ants (the same being costs) and have thereunto this writ
Witness James H. Gice Clerk of the Court of Common
Pleas within and for said County of Union this 21st day
of Dec 1837

James H. Gice

Recd May 4th 1838

June 5th 1838 no good and Chatter found
this location with fine stars between the same facts
found upon January 10 1838 of 2000 were
in the presence military District and
of the fact the same by the order of
Fleming & D Carr at two Dollars in case
of which said land to all on the 13th day of July 1838
of said land according to Disbursement and there
the same of to the records for \$200 Dollars being
the highest and left said and more than two thirds
the specified value R Clark Clerk

Unions Common Pleas

John C. Shaler et al

30th 19

Heirs of Lewis Fox

Costs \$13.39 1/2
Increase .75
Writ 35
\$1449 1/2

~~Severance 75
Henry 35
Inquest 100
Hos fee 150
Copy of Dec 15
Mild 100
Comity of Dec 225
Mild of Dec 200
Mild of Dec 84
Thursday 989~~

Filed July 14th 1838
J. H. Gill Clerk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
Whereas at a Court of Com. Pleas began and held for the County of
Union, at the Court House in said County, on the 3d day
of March 1836. John C. Skoloz and others recovered against
the Heirs at law of Lewis Fox the sum of \$13.36 1/2 costs in
and whereas an Execution issued against the said Heirs at law
of Lewis Fox and whereas said writ was returned no good
chattels lands or tenements found whereon to levy. - You are
therefore commanded to of the goods and chattels and for want
thereof of the lands and tenements of the said John C. Skoloz
Heirs at Law of Amelia Skoloz, Eliza Maria Bowen & Mary Ann Lewis
and others, you cause to make the costs and charges of said
writ with interest thereon from March 3. 1836 until paid
Also the sum of \$1.75 costs of increase on said Judgment
And that you have those moneys before our said Court at
the Court House aforesaid on the first day of next June
to remain unto the Claimants and if fail not at your
peril and have you true there this writ

Witness James H. Gice Clerk of said Court
at the Court House aforesaid this 4th
day of May 1838

James H. Gice Clerk

Chancery Case File

Case No. 1835-CH-0003

No. 35-CH-3

Union Common Pleas Court.

John C. Shaler

Plaintiff,

AGAINST

Heirs of Wm. Hooker

Defendant.

MAR TER. 1836

DECREE FOR PLAINTIFF

Journal 1

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Record No. 2

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Ex. Doc.

Page

Union Com. Pleas

John C. Shaler &
Others } Bill

The heirs at law of
William Hooks dec^d
" " "

Chancery

Filed March 9th 1835

Silas G. Strong
clerk

Recorded

The Court of Common Pleas within and for the county of *Union* &
State of Ohio. In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. _____ for *one hundred* _____ acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *William Hooks* - - and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* _____ and State of Ohio, and within the Virginia Military district.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said *William Hooks* _____ he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *William Hooks* _____ hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry and survey to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *William Hooks* _____ or any person whatever claiming under him; nor has the said *William Hooks* _____ or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises, declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just.

J. W. Warden
ally to Emp 15

State of Ohio Know County of *Union* that the Subscriber as acting Justice of the peace
and for said County personally came *John W. Warden* a quiet & ally in fact for the
petitioners in the above bill named and makes oath saying that he has not & he
truly believes the said petitioners have not any knowledge of the names or
residence of the heirs of *William Hooks* the decedent in the above bill named
shown to subscribed before me this 8th day of _____
1834 *J. W. Warden* J.P.

Recd Dec 22nd 1837

Ordered for Smith to search for property
and found neither good nor land
whereon to levy Dec 22nd 1837
R. Clark Sheriff

Union Com Pleas

John C. Shaler et al

v

Fees of William Hooks

Indgt - \$13,39 1/2

Writ

35

\$13,74 1/2

Surv - 85

Mt - 5

40

Filed Dec 22 1837

James H. Gillett

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 chattels in your bail
wick of the Heirs at law of William Hooks
the sum of \$13,29 which by the Decree of
our Court of Common Pleas within and for the County
of Union at the March term thereof 1836 John C.
Shaler et als recovered against the said Heirs at
law of William Hooks with interest thereon from
March 3d 1836 until paid and for want of goods
and chattels that you cause the same to be levied
of the lands and tenements in your bailwick of
the said Heirs at law of William Hooks and have
that money before our Court of Common Pleas on the
first day of their next Term to render unto the claimants
(the same being costs) and have you them then this writ
Witness James W. Gill Clerk of the Court of Common Pleas
within and for the said County of Union this 21st day of Decr 1837

James W. Gill

Recd May 4th 1838

From 5th 1838 no goods and chattels found
they expectation with fair value between the same but the
Kemper's opinion in the January 18 1819's of 200 acres in the
waters of South Creek and Spring Creek the same
by the acts of the State of Kentucky & D. East at
Tomball's for same intended said land to sell
on the 13th Day of July 1838 of said said land including
to improvement and should off the same to be
Remodels for 8167 being the rights and left and
and more than two thirds the approved value

W. Clark Sheriff

Various Common Pleas

John C. Shalor et als

17 3/4 No 20

Heirs of William Books

Costs \$ 13.39 1/2
Increase .75
Writ 35
\$14.49 1/2

Sever	75
Henry	35
Augusta	100
Writ	150
App fee	115
Copy App	225
Amount App	200
Writ App	89
Surcharge	989

Filed July 14th 1838

James W. Gill Clerk

State of Ohio

Union County

To the Sheriff of said County

Whereas, at a Court of Common Pleas of said County, begun and held at Court House in the town of Mansfield on the 3d day of March 1836 John C. Shelton and others recovered against the Heirs at law of William Cooks the sum of \$13,364. as costs. And whereas an execution issued against the said Heirs at law of William Cooks returnable to last term and whereas said writ was returned no goods chattels lands or tenements found whereon to levy. You are therefore commanded that of the goods and chattels and for want thereof ^{to be at law of Amelia Shelton Eliza Maria Cooks & Mary Jane Lewis} of the lands and tenements of the said John C. Shelton and others in your bailiwick you cause to be made the costs and charges aforesaid with interest thereon from March 3. d 1836 until paid. Also the sum of \$0.75 costs of inclosure on said Judgment and the accruing costs and that you have these moneys before said Court at the Court House aforesaid on the first day of our next Term to remain unto the claimants ~~and shall~~ fail not at your peril and have them then this writ

Witness James Gill Clerk of said Court
at the Court House aforesaid this 4th
day of May 1838

James H. Gill Clerk

Chancery Case File

Case No. 1835-CH-0004

Chancery Case File

Case No. 1835-CH-0005

New Dec 21st 1837

Wanted further with to search for property
and found neither good nor land when
to deny Dec 22nd 1837 R Clark Sheriff

Union Corn Pleas

John C. Shalor et al

v

His al law of John Welsh

Judgt
out \$13,39 $\frac{1}{2}$

35

\$13,74 $\frac{1}{2}$

Sum ————— 35

Mil ————— 5

40

Filed Dec 22. 1837

James M. Rice clk

State of Ohio
Union County

To the Sheriff of said County greeting
We command you that you cause to be levied of the
goods and chattes in your bailiwick of the heirs
at law of John Welsh the sum of \$ 13,391¹/₂
which by the ~~Verdict~~ Decree of our Court of Common
Pleas within and for the County of Union at the March term
 thereof 1836 John C. Shale and others recovered against the
said Heirs at law of John Welsh with interest thereon
from March 3^d 1836 until paid and for want of goods
and chattes that you cause the same to be levied of the lands and
tenements in your bailiwick of the said Heirs at law of John
Welsh and have that money before our said Court of
Common Pleas on the first day of their next term, to remain
unto the claimants and have you that there this writ
witness James H. Gill Clerk of the Court of Common
Pleas within and for said County of Union this 2^d day
of Dec 1837

James H. Gill

Rec'd May 4th 1838

June 5th 1838 no good and Chatter's found
the exception with fine others between the year 1838
Lenses upon July 1st 1838 of 200 wires and
in the opinion of the witness of the value of the
of 200 wires of Chatter & Co at two dollars
per wire should have been to all on the 1st day of July 1838
found should have according to establishment and
found the same of the value of 200 wires
being the highest and best and more than two
times of the original value of 200 wires

Union Common Pleas

~~James H. Gill~~
John C. Shalor et al

v's J. P. 21

Writ of Habeas Corpus
fi fa

Costs \$13.39 1/2
Success .75
Out 35
\$14.49 1/2

Seven	75
Henry	35
Inquest	1.00
Writ	1.00
Apr fee	1.50
Copy Apr	15
6 writ order	2.25
Writ order	2.00
Writ order	89
Writ order	9.89

Filed July 14. 1838

James H. Gill clerk

State of Ohio

Union County

To the Sheriff of said County Greeting

Whereas at a Court of Common Pleas of
said County began and held at the Court House in the
town of Maysville on the third day of March 1836

John C. Shaler et al Heirs at law of Amelia Shaler &
James Cowan et al Heirs at law of Eliza Maria Cowan
and Kirkpatrick Lewis et al Heirs at law of May Ann Lewis

recovered against the Heirs at law of John Welch the
sum of \$13.39 1/2 costs and whereas a fi fa issued against
the said Defts returnable to last term, and whereas said
fi fa was returned no goods chattels lands or tenements

found whereon to levy. You are ~~the~~ therefore command
ed that of the goods and chattels and for want thereof of the
lands and tenements in your bailiwick of the said Heirs
at law of Amelia Shaler Eliza Maria Cowan and May
Ann Lewis you cause to be made the costs and

charges aforesaid with the interest thereon from March
30 1836 until paid also the sum of \$0.75 costs
of increase on said Judgment and the accruing
costs. And have those moneys before our said Court
at the Court House aforesaid on the first day of our
next term to remain unto the claimants

Wend fail not at your peril and have there this writ

Witness James H. Gier Clerk of
said Court at the Court House aforesaid
this 15th day of May 1838

James H. Gier Clerk

Chancery Case File

Case No. 1835-CH-0006

Chancery Case File

Case No. 1835-CH-0007

No. 35-CH-7

Union Common Pleas Court.

John C Shaler

Plaintiff,

AGAINST

Heirs of John Williams

Defendant.

MAR TERM. 1836

DECREE FOR PLAINTIFF

Journal /

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Record No. 2

Page 481

Ex. Doc.

Page

Union Com Pleas

John C. Shaler and
Others } Bill
v

The heirs at law of
John Williams dec^d

"

Chancery

Filed March 9th 1835

Wm C. Story

X clerk

Recorded

The Court of Common Pleas within and for the county of *Union*
State of Ohio - In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. *1103A* for *four hundred* acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *John Williams* and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* - - and State of Ohio, and within the Virginia Military district.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said *John Williams* - he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *John Williams* hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry, and survey to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *John Williams* or any person whatever claiming under him; nor has the said *John Williams* or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises -

State of Ohio Know County Before me the subscribed as a Justice of the Peace in and for said County personally came *John W. Woodruff* a gent and Atty in fact for the petitioners in the above bill named & makes oath & says that he has not and he verily believes the said petitioners have not any knowledge of the name, or residence of the heirs of *John Williams*, the decedent in the above bill named
Sworn to & subscribed before me this
5th April 1834
J. W. Woodruff J.P.

J. W. Woodruff

The Court of Common Pleas within and for the county of *Union*
State of Ohio - In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. *1103A* for *four hundred* acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *John Williams* and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* - - and State of Ohio, and within the Virginia Military district.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said *John Williams* - he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *John Williams* hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry, and surveys to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *John Williams* or any person whatever claiming under him; nor has the said *John Williams* or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises, declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just.

G. S. Mans
att for comtbls

Rec'd by Dec 21st 1837

Proceeds for the month to search for
property and found neither good nor
bonds wherupon to demp
Dec 22nd 1837 R Clark Sheriff

Union Com Pleas

John C. Shaler

v

Heirs at law of
John Williams

Judgt \$13,394^c
Dut .35

\$13,744^c

Term ----- 35
Mil ----- 5

40

Filed Dec 23 1837

James H. Gillett

State of Ohio
Union County

To the Sheriff of said County Greeting
We command you that you cause to be levied of the
of the goods and chattels in your bailiwick of the
Heirs at law of John Williams the sum of
\$ 13,39 1/2 which by the Decree of our Court of
Common Pleas in and for said County at the March term
thereof 1836 John C. Shaler et als recovered against the
said Heirs at law of John Williams with interest
thereon from March 30 1836 until paid and for want
thereof thereof that you cause the same to be levied of the
lands and tenements in your bailiwick of the said Heirs
at law of John Williams and have that money before
our said Court of Common Pleas on the first day of
next term to be paid unto the claimants (the same being costs
and have then this writ

Witness James H. Gill Clerk of the Court of com-
mon Pleas in and for said County of Union and ~~have~~
this 31st day of Dec the 1837

James H. Gill

Red Clay 4th 1838

June 5th 1838 no good and Chattels found
This execution with five others, between the same parties
served upon Surveyor, \$2,100 of 200 acres
in the Virginia territory of District
and Appraised the same at two Dollars

per acre and advertised the same to sell on the 13th
day of July 1838 offered said land for sale according to
enactment and struck the same off to Geo. Leavell
for \$200 Dollars being the highest and best bid and more
than two thirds the Appraised value R. Clark Sheriff

Union Common Pleas

John C. Skator et al
vs
Geo W 22

Acis of John Williams
vs
Geo W

Costs \$ 13.394
Increase .75
Rent 35

\$14.494

~~Seva ——— 75
Levy ——— 35
Inquest ——— 1.00
Mile ——— 1.50
App fee ——— 15
Copy of ——— 2.25
to write ——— 1.00
Post amt ——— .84
Valencege ——— 9.89~~

Felea July 14th 1838
James W. Gill clerk

State of Ohio

Union County p

To the Sheriff of said County Greeting
Whereas at a Court of Common Pleas
of said County began and held at the Court House in the
town of Maysville on the 3d day of March 1836. John C.
Shaler et al Heirs at law of Amelia Shaler and James
Cowan et al Heirs at law of Eliza Maria Cowan and
Kirkpatrick Lewis et al Heirs at law of Mary Ann Lewis
recovered against the Heirs at law of John Williams
the sum of \$18.39 1/2 as costs, and whereas a fieri facias
against the said Defts returnable to last Term, and
whereas said fieri facias was returned no goods chattes lands
or tenements found whereon to levy. You are therefore
commanded that of the goods and chattes and for
want thereof of the lands and tenements in your
Bailiwick of the Heirs at law of Amelia Shaler, Eliza
Maria Cowan and Mary Ann Lewis you cause
to be made the costs and charges aforesaid with
interest thereon from March 3. 1836 until paid
also the sum of \$0.75 costs of increase on said
Judgment and the accruing costs. And that
you have those moneys before our said Court of
the Court House aforesaid on the first day of our next
term to receive unto the claimants. Whereof fail not
at your peril and have there there this writ

Witness James H. Gice Clerk of said
Court at the Court House aforesaid
this 14th day of May 1838

James H. Gice Clerk

Chancery Case File

Case No. 1835-CH-0008

No. 35-CH-8

Union Common Pleas Court.

John C. Stealer

Plaintiff,

AGAINST

Heirs of Sawney Whistler

Defendant.

MAR TERM. 1836

DECREE FOR PLAINTIFF

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Record No. 2

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Page

Union Com Pleas

John C Shaler & others

vs } Bile

The Heirs at law of

Lawney Whistler Dec^d

Chancery

Filed March 9th 1835

Silas Estling

cl^k

Recorded

The Court of Common Pleas within and for the county of *Union* &
State of Ohio In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan, infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. _____ for *two hundred* _____ acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *Sawney Whistler* and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* _____ and State of Ohio, and within the Virginia Military district.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said _____ *Sawney Whistler* he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *Sawney Whistler* hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry and survey to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *Sawney Whistler* _____ or any person whatever claiming under him; nor has the said *Sawney Whistler* _____ or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises, declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just.

G. W. Warden
atly for com

State of Ohio Know County of _____ Before me the Subscriber an acting Justice of the Peace in for said County personally came John W. Warden agent of atly in fact for the petitioners in the above bill named & make oath & says that he has not and he verily believes the said petitioners have not any knowledge of the names or residences of the heirs of Sawney Whistler the decedent in the above named bill - J. W. Warden Sworn to & subscribed before me this 8th day of April 1834 - M. W. Aldrich J.P.

Recd Dec 21st 1837
Approved for the with to search for property
and found neither goods or lands whereon
to levy, Dec 22nd 1837 R Clark Sheriff

Union Com Pleas
John C. Shator

Hires at Law of
Jawney Whistler

Suagt \$132.91/2
Dut 35

Seve ————— 35
Mil ————— 5
40

Filed Dec 23 1837

James W. Gill Clerk

State of Ohio
Union County

To the Sheriff of said County Greeting

We command you that you cause to be levied of the goods and chattels in your bailiwick of the Heirs at law of Sawney Whistler the sum of \$1327¹/₂ which by the Judgment of our Court of Common Pleas within and for the County of Union at the March Term thereof 1836 John C. Thaler et als recovered against the said Heirs at law of Sawney Whistler with interest thereon from March 3^d 1836 until paid and for want thereof that you cause the same to be levied of the lands and tenements in your bailiwick of the said Heirs at law of Sawney Whistler and have that money before our Court of Common Pleas on the first day of next Term to render unto the claimants (the same being costs) and have you there this writ

Witness James H. Gill Clerk of the Court of Common Pleas within and for the said County of Union
this 21st day of Dec 1837

James H. Gill

Recd May 4th 1838

June 5th 1838 no good and Chatter found
the execution with five shillings between the same parties
demanded upon Survey No 10198 in the Virginia

Military District situated upon the waters of
Ruff Creek and ~~appears~~ containing two hundred
acres and Appraised the same by the Oaths
of John Scott Francis Cherry and David Carr
at two Dollars per acre R Clark Sheriff

40 were taxed and land

to sell on the 13th July

1838 offered said land

for sale according to the

instrument and should

the sum of Ten Dollars

for \$20 Dollars being

the highest and best

bid and more than two

thirds the appraised value

R Clark Sheriff

Filed July 14th 1838

Geo W Lee Clerk

Union Com Pleas
John C. Skelton et al
v. J. No 24

Writ of Tawney Whistler

Costs \$ 13.39 1/2
Successor .75
Writ 35

\$1449 1/2

Deer	75
Henry	75
Request	100
Met	100
App fee	140
Copy App	65
6 invit Ads	225
1st Ad	200
Wherdays	89
	985

[Faint, mostly illegible handwriting in the right margin and on the reverse side of the page.]

State of Ohio
Union County

To the Sheriff of said County Greeting
Whereas at a Court of Common Pleas of
The County of Union began and held at the Court House
in the town of Maysville on the 3d day of March 1836
John C. Thaler et als Heirs of Amelia Thaler decd and James
Cowan et als Heirs at law of Eliza Maria Cowan and
Kirkpatrick Lewis Maria Lewis & Elizabeth Lewis Heirs at
law of Mary Ann Lewis, recovered against the Heirs at law
of James Whistler the sum of \$13.39¹/₂ costs and whereas
a fieri facias against the said Defts returnable to last
term and whereas said fieri facias was returned no goods
chattels lands ~~etc~~ tenements found whereon to levy
You are therefore commanded that of the goods and
chattels and for want thereof of the lands and tenements
in your bailiwick of the said Heirs at law of Amelia
Thaler, Eliza Maria Cowan & Mary Ann Lewis you
cause to be made the costs and charges aforesaid
with interest thereon from March 3. 1836 until paid
Also the sum of \$0.75 costs of increase on said
Judgment and the accruing costs, And that
you have those moneys before said Court at the
Court House aforesaid on the first day of their next
Term to remain unto the claimants

Should fail not at your peril and have them
there this writ

Witness James H. Guir Clerk
of the Court aforesaid at the
Court House this 4th day of
May 1838

James H. Guir Clerk

Chancery Case File

Case No. 1835-CH-0009

No. 35-CH-9

Union Common Pleas Court.

John C. Shaler

Plaintiff,

AGAINST

Heirs of Alex Drummond

Defendant.

MAR TERM, 1836

DECREE FOR PLAINTIFF

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Ex. Doc.

Page

Union Com Pleas

John C Shaler & others
vs $\frac{3}{3}$ Bille
The heirs at law of
Alex. Sumner
deceased.

Chancery
Filed March 7th 1835

Silas Strong
Clerk

X

Recorded

The Court of Common Pleas within and for the county of *Union* &
State of Ohio In Chancery sitting.

John C. Shaler and Clarence Shaler, infants under the age of 21 years; Mary Ann Shaler, Louisa A. Shaler, and Augusta Shaler, infants under the age of 18 years, children and only heirs at law of Amelia Shaler, deceased, by Charles Shaler, their Father, and next friend.

James Cowan, John C. Cowan, and Richard Cowan, infants under the age of 21 years; Mary Ann Cowan, Eliza M. Cowan, Margaret Cowan, and Amelia Cowan; infants under the age of 18 years, children and only heirs at law, of Eliza Maria Cowan, deceased, by Christopher Cowan, their Father and next friend.

Kirkpatrick Lewis, an infant under the age of 21 years; Maria Lewis and Elizabeth Lewis, infants under the age of 18 years, children and only heirs at law of Mary Ann Lewis, deceased, by Christopher Cowan, their guardian and next friend; the said petitioners being all of the city of Pittsburg, and State of Pennsylvania, represent, that the said Amelia Shaler, deceased, (formerly wife of the said Charles Shaler,) Eliza Maria Cowan, deceased, (formerly wife of the said Christopher Cowan,) and Mary Ann Lewis, deceased, (formerly wife of Joel Lewis now deceased,) were the daughters and only heirs at law of Major Abraham Kirkpatrick, late of the said city of Pittsburg, deceased, who died intestate, leaving the said Amelia Shaler, Eliza Maria Cowan, and Mary Ann Lewis, his only children, all of whom have since died intestate, leaving your Petitioners, as above stated, their only children.

Your petitioners show that a warrant, No. _____ for *two hundred* _____ acres of land, for military bounty, in the Virginia line, on continental establishment, issued to one *Alexander Drummond* and that the said Abraham Kirkpatrick purchased and received the same, upwards of forty years since; and your petitioners charge, that beyond doubt, an actual assignment at that time was made of said warrant to your petitioners' ancestor, but is now lost by time and accident; that he caused the same to be entered with the principal surveyor, Colonel Richard C. Anderson, a copy of the entry and survey thereof, being hereunto annexed, your Petitioners beg leave to refer, as part of their bill in this behalf. The said survey of land lying and being in the county of *Union* _____ and State of Ohio, and within the Virginia Military District.

Your petitioners are informed, that without exhibiting to the department an actual assignment, a grant of said land cannot issue in the names of your Petitioners; and they had well hoped that on application to the said *Alexander Drummond* he would have re-executed the said assignment, as he in equity and good conscience should have done.

But now so it is, and your petitioners charge the truth to be, that the said assignment being lost and mislaid by time and accident; and that the said *Alex Drummond* hath long since departed this life, without again executing the same, leaving a number of heirs at law (whose names and residence is wholly unknown to your petitioners, and whom your petitioners pray may be made defendants to this their bill, &c. Your petitioners further shew that their ancestor, the said Abraham, caused the said entry and survey to be made, and was at large expense in defraying the costs and charges of location, &c. of said lands; and your petitioners, since the death of their immediate ancestors, have been at great costs and charges in respect to said lands. Your petitioners' ancestor, the said Abraham, having been in possession of the said warrant for upwards of thirty years, and exercising all acts of ownership over the same, without any let or hindrance from the said *Alexander Drummond* or any person whatever claiming under him; nor has the said *Alex Drummond* or any other person claiming by, through, or under him, ever set up any claim to the said warrant or survey, since the purchase of the same by your petitioners' ancestor, the said Abraham.

And because your petitioners are advised that they have no adequate remedy at law, and are only relievable in equity, they pray that a subpoena issue or an order for publication may be made; or such other order as the Court may deem proper, whereby the said defendants may be duly notified of the pendency of this suit, commanding them to appear, and upon their corporal oath answer this bill.

Your petitioners further pray that your honors will, by a decree by you to be made, compel the said defendants to make an assignment of the warrant aforesaid to your petitioners; or that this Court will, by their decree in the premises, declare said assignment to have been made; and your petitioners pray such other and further relief in the premises as to equity and good conscience may appertain, and your honors shall deem right and just.

J. Warden
Attorney for Compt

State of Ohio Knox County Before me the Subscribed an acting justice of the peace in and for said County personally came *John Warden* Agent and attorney in fact for the petitioners in the above bill named *making* oath saying that he has not and verily believes, the said petitioners have not any knowledge of the names, or residences of the heirs of *Alex Drummond* the decedent in the above bill named _____

Sworn to & subscribed before me
this 8th day of Nov 1834
W. Aldrich J.P.

J. Warden

Mr

Wm Co.
Oly.

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John Shellar and others, vs. The Heirs at Law
of Alexander Drummond, dec'd.

This day came the Complainants, and filed their petition, the ob-
ject and prayer of which are, that warrant number 3739, on which
200 acres of Land has been entered, and surveyed as survey
number 10,193, issued to Alexander Drummond, and that Abra-
ham Kirkpatrick purchased the same more than thirty years ago,
and transferred the same to the Complainant's ancestors; and
the prayer is, that the Court will decree on the assignment of
said warrant to the Petitioners; and farther relief ordered, that
notice be given of the pendency of this petition, in the Ohio State
Journal, a newspaper in general circulation in Union county, for
six consecutive weeks, prior to the next term of this Court.

SILAS G. STRONG, Clerk.

44 6w

March 10, 1835.

State of Ohio, City of Columbus, ss.

Personally came before me, John Bailey,
Clerk, Mayor of the City of Columbus, in the county
of Franklin, and State of Ohio, aforesaid, Charles
Scott, one of the proprietors of the Ohio State

Journal, a newspaper printed in the City, County and State aforesaid, and
made oath that the advertisements herewith annexed have been regularly
published in the paper above named six weeks in succession, commencing on
the 18th day of April 1835.

Given to and subscribed before me,
this 22 day of June, A. D. 1835.

Charles Scott

John Bailey, Mayor

Printed for - \$2.00

Joh. C. Shaler J. J. Thos

as

In Chancery

This day came the complainants by their counsel
and the defendants still failing to please answer or demur
to the bill of the complainants, it is ordered and decreed that
the matters and things in the said bill of complainant
certained and set forth shall be taken as confessed by said
defendants and every of them and the court here being fully
satisfied that warrant do issue to

and that said said the same to Abraham
Berkpatrick about forty years ago and that the same
was assigned by said to said Berkpatrick
and the said warrant and the survey made upon the only under
said warrant do for

acts belong to the said complainants in equity and good conscience
It is therefore ordered assigned and decreed that the said
defendants shall within thirty days from this date assign
and transfer in due form of law all their right title interest
estate and claim in and to said survey do for

acts of land situated in said Union
county or by release and quit claim deed of conveyance
release and quit claim all the right title and interest and
claim in law and equity in and to the tract of land contained
by virtue of said warrant do and surveyed pursuant
of said entry to wit (then give a description of the land

exactly as near to survey) and if the said defen-
dants or either of them do not comply ~~with~~ with this
decree by the time above appointed then it is further
ordered assigned and decreed that this decree shall
be considered and taken in all courts of law and equity
to have the same operation and effect and be as valid
as if the assignment, conveyance or release had been
executed conformably to the decree. And it is
further ordered and decreed that the defendants shall

rather they say pay the complainant full costs
for labor and on default thereof that execution
issue in the matter of payments at law —



John & Malcom.

vs Notice

The heirs at Law
of Alex^r. Drummond
& others

Filed June 9th 1835

James Strong

CK

All Recorded all

J

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of Lewis Fox, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 686, for 100 acres of Land, issued to Lewis Fox, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

State of Ohio, City of Columbus, ss.

Personally came before me, John Bailhacks,
Mayor of the City of Columbus, in the county
of Franklin, and State of Ohio, aforesaid, Charles

Scott, one of the proprietors of the Ohio State Journal, a newspaper printed in the City, County and State aforesaid, and made oath, that the advertisement hereto annexed has been regularly published in the paper above named six weeks in succession, commencing on the 18th day of April 1835.

Sworn to and subscribed before me
this 20 day of June A. D. 1835.

Charles Scott

John Bailhacks, Mayor

Attorney fee - \$2.00

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. the Heirs at Law of John Williams. This day came the Complainants, and filed their petition, the object and prayer of which are, that warrant No. 1036, for 400 acres of Land, issued to John Williams, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the petitioners; and for further relief ordered, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
John Shellar and others, Complainants, vs. The Heirs at Law of Sawney Whistler, deceased. In Chancery.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3081, for 200 acres of Land, issued to Sawney Whistler, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to next term.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John Shellar and others, vs. The Heirs at Law of Alexander Drummond, dec'd.
This day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3739, on which 200 acres of Land has been entered, and surveyed as survey number 10,193, issued to Alexander Drummond, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree on the assignment of said warrant to the Petitioners; and further relief ordered, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of John Welch, deceased.
THIS DAY came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3736, for 200 acres of Land, issued to John Welch, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of the said warrant to the Petitioners; and for further relief ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of Lewis Fox, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 686, for 100 acres of Land, issued to Lewis Fox, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of William Hook, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3744, for 100 acres of Land, issued to William Hook, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant, to the Petitioners; and for further relief ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of Lewis Fox, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 688, for 100 acres of Land, issued to Lewis Fox, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

State of Ohio, City of Columbus, ss.
Personally came before me, John Bailhache,
Mayor of the City of Columbus, in the county
of Franklin, and State of Ohio, aforesaid, Charles
Scott, one of the proprietors of the Ohio State Journal, a newspaper printed
in the City, County and State aforesaid, and made oath, that the advertisement
now hereunto annexed has been regularly published in the paper above
named six weeks in succession, commencing on the 18th day of April
1835.

Sworn to and subscribed before me
this 20 day of June A. D. 1835.

Charles Scott

John Bailhache, Mayor

to Robert Mean's survey; thence with said Mean's line,
S. 6 E. 74 poles, to said Hathaway's corner; thence N. 47 W.
8 poles; thence N. 10 E. 60 poles, to the place of beginning.—
Taken as the property of Samuel Rizer, at the suit of Orris
Parish.
C. WINGET, Sheriff.
April 23, 1835. 46-10

IN CHANCERY.

THE STATE OF OHIO, Union County, March Term, 1835, ss.
John C. Shellar and others, vs. the Heirs at Law of John Williams. This day came the Complainants, and filed their petition, the object and prayer of which are, that warrant No. 1035, for 400 acres of Land, issued to John Williams, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the petitioners; and for further relief ordered, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
John Shellar and others, Complainants, vs. The Heirs at Law of Sawney Whistler, deceased. In Chancery.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3081, for 200 acres of Land, issued to Sawney Whistler, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to next term.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John Shellar and others, vs. The Heirs at Law of Alexander Drummond, dec'd.
This day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3739, on which 200 acres of Land has been entered, and surveyed as survey number 10,193, issued to Alexander Drummond, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree on the assignment of said warrant to the Petitioners; and further relief ordered, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of John Welch, deceased.
THIS DAY came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3736, for 200 acres of Land, issued to John Welch, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of the said warrant to the Petitioners; and for further relief ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of Lewis Fox, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 688, for 100 acres of Land, issued to Lewis Fox, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant to the Petitioners; and for further relief, ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

THE STATE OF OHIO, Union County, March Term, 1835, ss.
In Chancery. John C. Shellar and others, vs. The Heirs at Law of William Hook, deceased.
THIS day came the Complainants, and filed their petition, the object and prayer of which are, that warrant number 3744, for 100 acres of Land, issued to William Hook, and that Abraham Kirkpatrick purchased the same more than thirty years ago, and transferred the same to the Complainant's ancestors; and the prayer is, that the Court will decree the assignment of said warrant, to the Petitioners; and for further relief ordered by the Court, that notice be given of the pendency of this petition, in the Ohio State Journal, a newspaper in general circulation in Union county, for six consecutive weeks, prior to the next term of this Court.
SILAS G. STRONG, Clerk.
March 10, 1835. 44-6w

The State of New
Mexico County

Personally examined Silas G. Strong and made
oath that the advertisements hereto attached were all forwarded
at the same time to the printer that he has seen several of
said advertisements and has no doubt that they have
been published for six consecutive weeks and more as
ordered by the court. When were they appeared he has seen them
they were all published together.

Subscribed and sworn to

This 8th day of Jan 1835.

Silas G. Strong ~~test~~

Sworn to before me John Porter J. Judge

John C. Muler

By notice

The Heirs at Law
of Lewis Fox

Filed March
4 1836

J. G. Strong & Co

Resolved, That we view
porting to be an opi
d of the Unite
ent of ju
is an

My dear Sir
I have the honor
to acknowledge
the receipt of your
kind letter of the
21st inst. in relation
to the above
mentioned case
and in reply to
inform you that
the same has been
forwarded to the
proper authorities
for their consideration
I am, Sir, very
respectfully,
Your obedient
servant,
J. G. Strong & Co

Recd Dec 21st 1837
Paid for search for property
and found neither goods nor lands in return
to Henry Dickson 1837 R Clark Sheriff

Union Com. Pleas

John C. Shaler

v

The Heirs of
Alec Drummond

Judge	\$13,374 ¹ / ₂
W ^c	35
	<hr/>
	\$13,744 ¹ / ₂

Surv	—	35
W ^c	—	5
		<hr/>
		40

Filed Dec 22. 1837

James H. Gieble

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 bailiwick of the Heirs at law of Alex Drummond the sum of \$13,374^{1/2} which by the Decree of our Court of Common Pleas in and for the County of Union at the March Term thereof 1836 John C. Shaler and others recovered against the said Heirs at law of Alex Drummond with interest thereon from March 30 1836 until paid and ~~for~~ for want thereof that you cause the same to be levied of the lands and tenements in your bailiwick of the Heirs at law of Alex Drummond and have that money before our Court of Common Pleas on the first day of their next term to render unto the claimants and have them then this writ

Witness James W. Gee Clerk of the Court of Common Pleas within and for the said County of Union this 21st day of Dec 1837

James W. Gee

New May 14th 1838

June 5th 1838 no good and Charles found
this agreement with him stops between the two parties 200 agree
I served up some business for 101 93 and I ~~agreed~~
in the same ~~agreement~~ ~~agreed~~ ~~agreed~~ ~~agreed~~
the same day the ~~agreement~~ of John with Francis
Henry & David Com at two Dollars for each
Hans Tied the Property to sell on the 15th
Day of July 1838 July 10th 1838 offered the
property for sale agreeable to advertisement
and stand the same off to the Nevada for
\$200 Dollars being the rights and title and
more than two thirds of the Appraised value
A Clerk Skiff

Union Com. Pleas

John C. Shalcedo

or No 23

Wais a law of
Alexr Dummound

fi fa

Costs \$13.394
Increase 75
Writ 35
\$14.414

Seva ——— 75
Leng ——— 35
Inquest — 100
milage ——— 100
Appraisment 150
Copy of process 15
6 writ ~~Adm~~ 225
Writ ~~Adm~~ 200
Writ ~~Adm~~ 89
Writ ~~Adm~~ 989

Filed July 14th 1838

James H. Gill Clerk

State of Ohio

Union County &

To the Sheriff of said County Greeting
Whereas, at a Court of Common Pleas
of said County began and held at the Court House in
the town of Mansville on the 3^d day of March 1835
John C. Shaloe et al. Heirs at law of Amelia Shaloe
and James Cowan et al. Heirs at law of Eliza Maria
Cowan and Kirkpatrick Lewis et al. Heirs at
law of Mary Ann Lewis recover against the Heirs
at law of Alexander Summons for the sum of \$13.39
as costs and whereas a fieri facere against the said
Defts returnable to last term and whereas the said fieri
was returned no goods chattels lands or tenements found
whereon to lay. You are therefore commanded that
of the goods and chattels and for want thereof ^{of the lands or tenements} of the said
Heirs at law of Amelia Shaloe, Eliza Maria Cowan, and
Mary Ann Lewis you cause to be made the costs and
charges aforesaid with interest thereon from March 3.
1835 until paid also the sum of \$0.75 costs of increase
on said Judgment and that you have those moneys
before said Court at the Court House aforesaid on
the first day of our next term to answer unto the
claimants. And if fail not at your peril and
have you there there this writ

Witness James H. Lee Clerk of said
Court at the Court House aforesaid
this 4th day of May 1838

James H. Lee Clk

Chancery Case File

Case No. 1835-CH-0010

Chancery Case File

Case No. 1835-CH-0011

Chancery Case File

Case No. 1835-CH-0012

No. 35-CH-12



Union Common Pleas Court

Cadwalader Wallace

Plaintiff,

against

Wm Annis et al

Defendant.

MAR TERM, 1836

Decree for Pltf

Journal 2

Page 13

Record No. 3

Page 133

Ex. Doc. _____

Page _____

Union County.

Cadw. Wallace

7

Mr. Amussen.

Filed March 10th 1835

John Estling Clerk

Recorded

Daniel Payne of
Hayette Co Ky.

Wm Sims Grant Co Ky
W J Payne St Louis
Missouri -

1837.

Recorded

Coley Sub. O!

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

In Chancery Sitting:

Your petitioner Cadwallader Wallace of the County of
Ross in said State represents that on the seventh day of
May in the year 1825 one William Annis then holding
by patent from the United States the land hereafter described
covenanted to convey within six months thereafter with a good
and sufficient deed to one Daniel McFarty Payne a resident of
the County of Fayette in the State of Kentucky (who is made
party defendant to this bill) the following land to wit: the un-
divided half of two hundred acres on the waters of the west fork
of Sciota being Survey No 3244 in the Virginia Military
District in said Union County: Beginning at two hickories
and a sugar tree north west corner to Robert Whites survey
No 5234 in the line of Peter Talbots survey No 3005 running
with Whites line S. 80. W. 320 poles to an elm box elder and
hornbeam at W. corner to Whites survey thence N. 10 W. 100
poles to an ash elm and dogwood; thence N. 80 E. 320 poles
to two hickories and an ash in Talbots line thence with said
line S. 10 E 100 poles to the beginning.

Your petitioner further represents that said Daniel McFarty
Payne on the 8th day of December A.D. 1832 sold transferred
and assigned unto one Thomas J Payne a resident of St
Louis in the State of Missouri all his right title and interest
in said premises under said covenants &c and the said Thomas
J Payne on the 13th day of December 1832 sold assigned
and transferred to your petitioner for value received all his
right title and interest in said premises. all which will more
fully and at large appear by the contract and assignments
copies of which marked C. A. B. H. are herewith filed
and made part of this bill. Your petitioner further represents
that said William Annis is a resident of Grant County in
the State of Kentucky and he together with said Daniel

and Thomas Payne are made parties Defendants to this bill Your petitioned hath a complete equitable title to said undivided half of said two hundred acres of land but said Annis altho often requested hath refused to convey the same to your petitioned

Your petitioned therefore prays that said defendants may severally answer the matters above set forth as particularly as if interrogated upon each and that they out will decree a conveyance to your petitioned of said premises and a partition of his interest therein so that he may hold the same in severally and such other and further relief as may be just and equitable and your petitioned prays an order of publication of

~~J. P. Payne~~
Solicitor for pet^r

Know all men by these presents that I William Annis of Grant County (Ky) have this day bargained and sold to Daniel Mc Payne his heirs and assigns one half of the land patented to William Annis assigned of Robert C Appleby him at law to James Appleby a certain tract of land containing two hundred acres situated between the Little Miami and Scioto rivers north west of the river Ohio as by his survey bearing date the 18 Nov 1807 on the waters of the west fork of Scioto, survey of two hundred acres on Military warrant No 4577 Reg. at two hickories and a sugar tree north west corner to Robert Whites survey No 5234 in the line of Peter Falbols survey No 3005 running with Whites line South 80 W. 320 poles to an elm box elder and horn beam north west corner to Whites survey then North 10 West one hundred poles to an ash elm and dogwood then north 80 E three hundred and twenty poles to two hickories and an ash

in Talbot's line then with said line South 10 East
one hundred poles to the beg. patent bearing date
the 6th Nov. 1824. The tract is supposed to contain
two hundred acres more or less. I do hereby bind
myself my heirs &c to convey with a good and
sufficient deed one half of said tract of land
to the said Daniel Mc Payne his heirs or assigns
in six months from this date under the penalty of
five hundred dollars. Witness my hand and seal
this 17th of May 1825

Witness

Henry Case
W. Frazer

his

Wm X Annis
mud

Assignment by Daniel Mc Payne to Thomas J
Payne.

(Without recourse of Daniel Mc Payne of Fayette
County Kentucky)

Union Corn plow

David Wallace
o Proof of Pat
W^o Annis

Filed, March 29 1837
By Henry C. R.

STATE OF OHIO—Union County, ss. Court of Common Pleas, June Term, 1835.—Cadwallader Wallace vs. William Anniss and others—In Chancery.

This day came the complainant, and filed his bill: And it appearing that the defendants are not residents of the State of Ohio, it is ordered that notice of the pendency of this petition be given for four weeks consecutively, and also a summary statement of the petition, and prayer thereof, as follows, to wit: That on the 7th day of May, 1825, William Anniss covenanted to convey to Daniel McCartney Payne the undivided half of 200 acres of land, survey No. 3244, beginning at two hickories and a sugar tree, N. W. corner to Robert White's survey, No. 5234, in the line of Peter Talbot's survey, No. 3005, running with White's line to an elm, box-alder, and haw-thorn, N. W. corner White's survey; thence 100 poles to an ash, elm, and dog-wood; thence 320 poles to two hickories and an ash, in Talbot's line; thence with said line S. 10 E. 100 poles, to the beginning: That said David McCartney Payne, on the 12th day of December, 1832, sold and transferred said bond to the complainant. The complainant prays for a conveyance and partition.

Ordered, also, that one copy of the notice be sent to William Anniss, of Grant county, Kentucky; one to Daniel McCartney Payne, of Fayette county, Kentucky; and one to Thomas J. Payne, St. Louis, Missouri.

June 9, 1835
Feb. 24. .4w

SILAS G. STRONG, Clerk.

The State of Ohio, Franklin County:

Chas. Scott being duly sworn, deposeseth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper in general circulation in the county of *Union*—four consecutive weeks, from and after the *24th* day of *February*

1837

Chas Scott

Sworn to, and subscribed, before me,
this *27* day of *March* 1837

Shosh Wood

Justice of the Peace,
in and for said County.

Printer's Fees, \$ *2.50*

This affidavit, *— 25 —*

State of Ohio

Union County

To the Sheriff of said County Greeting

We command you that without delay by the orders of Silas G. Strong, Stephen McLain and Levi Phelps you cause one equal undivided moiety of the following tract of land to wit Two hundred acres on the waters of the West fork of Scioto, being survey No 3244 in the Virginia district, being Virginia Military so called, beginning at two hickories and a sugar tree, N. E. corner to Robert Whites Survey, No 3005, running with Whites line S. 80 W. 320 poles to an Elm Box elder and hawthorn N. E. corner to Whites Survey, thence N. 10. W. 100 poles to an ash Elm and Dogwood, thence N. 80. E. 320 poles to two hickories and an ash in Falbots line, thence with said line S. 10. E. 100 poles to the beginning, to be set off to Goodwallace Wallace, and the other undivided moiety thereof to be set off to William Annis if the same can be done without material injury to the whole but if not then the said Strong McLain and Phelps return a Just and true valuation of said land to this Court at our next term, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County of Union at their next term together with this writ

Witness James H. Rice Clerk of the Court of Common Pleas within and for said County this 6th day of Dec.

1837

James H. Rice

Served this writ agreeable to the command thereof
the proceedings is herewith attached

serv — 35
all — 5
Inquest 100
140

R. Clark, Sheriff

Union Com. Pleas

Radwallada Telsaer

or In Partition

William Annis

Wait of Partition

Filed April 20th 1838.

L. H. Gillet

In pursuance of an order of the Court of Common Pleas for the County of Union to us directed we proceeded on the sixteenth day of April 1838 to lay off one equal undivided moiety of the following tract of land to wit two hundred acres on the water of the west fork fork of Scioto river, being Survey No. 3244 in the Virginia district, being Virginia Military so called, beginning at two hickories and a sugar tree North east corner to Robert Whites Survey No. 3005 running with Whites line S 80 W (corrected) 2 H.S. course 578.15 W, 320 poles (actual distance 337 poles), to an Elm Bayelder and Hawthorn north west corner to Whites said Survey thence N 10 W ~~A 10 W~~ (corrected course N 6.45 W 100 poles (actual distance 106 poles) to an ash elm & ^{Dogwood} Bayelder thence N 80 E, corrected course N 79 E 320 poles actual distance 344 poles to two hickories and an ash in Talbot's line thence with said line S 10 E 100 poles (actual distance 112 poles) to the Beginning, we proceeded to lay off the said moiety Beginning in the South line of said Survey at two water Beeches thence with said line S 78.15 W 168 1/2 poles to an Elm Bay elder and Hawthorn south west original corner of said Survey & North west corner of Whites Survey No. 3005 thence N 6.45 W 106 poles to an ash elm & dogwood north west original corner of said Survey thence with an other of the lines thence of N 79 E 172 poles to a hickory oak & ash thence S 8 E 108 poles to the Beginning



Levi Phelps Comd & Surveyor

Geo. Strong
Stephen McSwain } Commissioners

Fees

Levi Phelps Cant. & Surveyor two days		\$ 2.50
Stephen McLam Cant.	do	2.00.0
Silas G Strong do	do	2.00.0
Laymans Choin carms	1 day each	<u>1.50.0</u>
		\$ 8.00.0

nothing, my land was lost this 19th 2
May 1825.

nothing Henry Case

am
X
mark

Mr. Brown

of the value & value of the house of the Duke of Devonshire & Anne
the Duke of Devonshire the Duke of Devonshire, the Duke of Devonshire
country into the Duke of Devonshire and the Duke of Devonshire
with the Duke of Devonshire, the Duke of Devonshire, the Duke of Devonshire
among the Duke of Devonshire, the Duke of Devonshire, the Duke of Devonshire
to the Duke of Devonshire, the Duke of Devonshire, the Duke of Devonshire
in the Duke of Devonshire, the Duke of Devonshire, the Duke of Devonshire
1832

Henry Miller
Master of the Duke of Devonshire

Thos. J. Payne

William Annis
of bond for 100 acres
of this land
Payne

No. 3244 new mouth millch;
in Union County
Franklin County
Virginia

2/10

without recourse
~~to the said~~ David or Charles Payne, of Fayette County,
Kentucky, do hereby sell, assign, transfer and convey unto Thomas
J. Payne of St Louis, Missouri, all my right and title in
and to the said land and premises, situate, of William
Crawley survey N: 3244 of 2000, described by the said
Crawley tract and bearing date the 17th day of May, 1825
which under my hand and seal the 8th day of December
1832

without recourse to me
David M. Payne

Test
H. M. Crais
Murphy

Know all men by these presents, that I William
Annis of Grant County (Ky) have this day
conveyed and sold to Daniel M. Payne
his heirs & assigns, one half of the land
Patented to William Annis of the State
& Apply here at law to Samuel Appleby, a cer-
tain tract of land, containing two hundred
acres, situated between the Little Miami and
Scioto Rivers, North West of the river Shid
as by Survey bearing date 18th of Novr 1807
on the western of the West face of Section Survey
of two hundred acres, on Military Warrant
No 4577. My at two Hickories and at Sugar
tree North West Corner to Robert White, Sur-
vey No 3234, in the line of Peter Talbot,
Survey No 3005 running with White, line
South 80 West 320 poles, to an elm, corner and
from thence North West Corner to said White,
Survey thence North 10 West, one hundred
poles, to an ash, elm and dogwood, thence
North 80 East, three hundred & twenty poles,
to two Hickories and an ash in Talbot's line
thence with said line South 10 East, one
hundred poles, to the My. Patent bearing
date 6th Novr 1824. The tract is supposed to contain
two hundred acres more or less, I do hereby bind
my self, my heirs & assigns with a good
& sufficient deed, one half of said tract of
land to the said Daniel M. B. Payne his
heirs & assigns, in full payment from this date
under the penalty of five hundred dollars,

Chancery Case File

Case No. 1835-CH-0013

Chancery Case File

Case No. 1835-CH-0014

No. 35-CH-14

9

Union Common Pleas Court.

Wray Thomas

Plaintiff,

AGAINST

Margaret Cove et al

Defendant.

JUL TERM, 1839

Partition

DECREE FOR PLAINTF

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Record No. 3

Page 262

Ex. Doc.

Page

For confirmation

Wray Thomas
vs ^{my} Petition for part
Margaret Cord

Filed Oct 22^d 1835

Silas G. Strong
clerk

Copied

#.25.0

To the Honourable the Court of Common Pleas in and
for the County of Union & State of Ohio in chancery sitting.

Your petitioner Wray Thomas of the County of
Franklin in said State, represents, that he has a legal
right to, and is seized in fee simple of two undivided third
parts of the following real estate situate in said County of
Union aforesaid, described as follows, Survey N^o 5870
of one thousand acres of land in favor of the Representatives
of William B. Bunting, entered in the name of the said
William B. Bunting - on the waters of Pleas creek. Beginning
at two sugar trees North West Corner to Robert Means
and the Representatives of Selby Owens Survey N^o 5505
running with their line N 80° E 400 poles crossing a branch
at 104 poles to an ash beech & Gumwood, N. E. corner
to said Survey thence N 10° W. 400 poles to an ash &
2 hickories, thence S 80° W. 400 poles crossing a branch
to 2 hickories & a sugar tree, thence S 10° E. 400 poles
crossing a branch to the beginning, And your petitioner
further Represents, that ^{of the County of Allegheny & State of Virginia} Margaret Core is tenant in
Common with your petitioner ^{and is entitled to the remaining third part} in the said premises, and
that there is no person entitled to any right of dower
in the same. Your petitioner therefore prays that partition
of the said lands may be made, or if the same cannot

be done without manifest injury, that then such other
proceedings may be had in the premises as are authorized
by Law.

By *Stanton & Gilbert*
his Cols.

Wray's Lion
or 3 Noticed by pbr
Margaret Cowd-

Filed June 27th 1836
Silas Strong
clh



[Faint, illegible handwritten text, likely bleed-through from the reverse side of the page.]

Union County Court of Common Pleas.

Wray Thomas, vs. Margaret Core. In Partition.

THE above defendant, one of the heirs of Margaret Core, deceased, will take notice that a petition has been filed against her in the Court of Common Pleas, in and for the county of Union, and State of Ohio, by the said Wray Thomas, wherein he demands partition of certain real estate lying in said county of Union, bounded and described as follows: survey No. 5370, entered in the name of Wm. E. Bunting, and patented to the said Margaret Core, deceased, beginning at two sugar trees, N. W. corner to Robert Means, and the representative of Selby Onion's survey, No. 5505; running with their line, N. 30 East, 400 poles, crossing a branch at 104 poles, to an Ash, Beech and Ironwood, N. E. corner to said survey; thence N. 10 degrees W. 400 poles, to an Ash and two Hickories; thence S. 80 degrees W. 400 poles, crossing a branch to two Hickories and a Sugar tree; thence S. 10 degrees E. 400 poles, crossing a branch to the beginning, containing one thousand acres.

The said defendant will further take notice, that at the next term of said Court, application will be made by the said Wray Thomas for an order that partition be made of said premises according to the prayer of his said petition.

STARLING & GILBERT, Sol. for Compl't.

May 13, 1836...6w.

The State of Ohio, Franklin County, SS-
Charles Scott being duly sworn
deposeth & saith that a notice, of which
the annexed is a true copy was published
in the Ohio State Journal and Columbus
Gazette, a newspaper published in Franklin
county, & in general circulation in Union County
for six consecutive weeks, from and after the
13th day of May - 1836.

Charles Scott

Sworn to and subscribed before me

this 18th day of June - 1836 - as

Witness my hand and seal of office

this

Warren Jenkins Mayor of the
city of Columbus -

Printers Fees \$ 350 Pd
Affidavit 25
 375

Mary Thomas

Order
No. 3 Confirming
Petition

Margaret Cook
~~and~~

Filed July 13. 1839

Jas. H. Liu Clerk

[Faint, illegible handwriting covering the majority of the page, likely bleed-through from the reverse side.]

Wray Thomas
vs. $\frac{1}{3}$ Partition
Margaret Forester

On Motion to the Court, by the
Petitioner and upon producing the proceedings
of the Sheriff, and also the report of and proceed-
ings of the Commissioners herein before appointed,
and the same being examined, It is ordered
that said proceedings and report be and the
same are hereby approved and confirmed,
and that the said parties hold in severally
the shares set off and assigned to each respec-
tively by the said Commissioners: and it is
further ordered that the Costs of this suit
~~including a counsel fee of~~
~~to ~~Stirling~~ ~~Scotland~~ taxed at~~
be paid within fifty days, by the parties
in the following proportions to wit, two thirds
thereof to be paid by the demandant and the
remaining third by the defendant
and in default thereof that execution issue
therefor -

By the Sheriff of said County executing
of virtue of an Order of the Court of common Pleas
and the Statutes of Ohio. You are hereby command-
ed that By the said Benj^r White Skuyler Perkins
& Michael Myers good & Reputable Freeholders
of the County you cause partition to be made
in the Land & Real Estate following to wit
Survey No 5870. Situate in Union County & Bounded as
follows Beginning a Two Sugar Trees Northwest
corner to Robert Means and Selby Queens Survey
No 5505 Running with their line N 80 E 400 poles
crossing a Branch at 104 poles to an Ash Branch
& Iron wood Northeast corner to said Survey
Thence N 10 W 400 to an Ash and Two Hickories
& a Sugar tree Thence S 80 W 400 poles crossing a Branch
to Two Hickories and a Sugar tree Thence S 10 E 400 poles
crossing a Branch to the Beginning containing 1000
acres of Land and Entered in favor of the represen-
tatives of Wm B Bunting & Entered in the name of
Wm B Bunting - And that said Partition be made
in the following proportions to wit To Margaret
Cores One Equal Third part &
To the said Wray Thomas Two Equal Thirds parts
And that you Make Return of your Doing &
The Request of said Freeholders - at the next
Term of this Court & Have you then
then this writ Uelnyf I A Swan
President of our said Court at the
Court House this 15th Day of March 1837

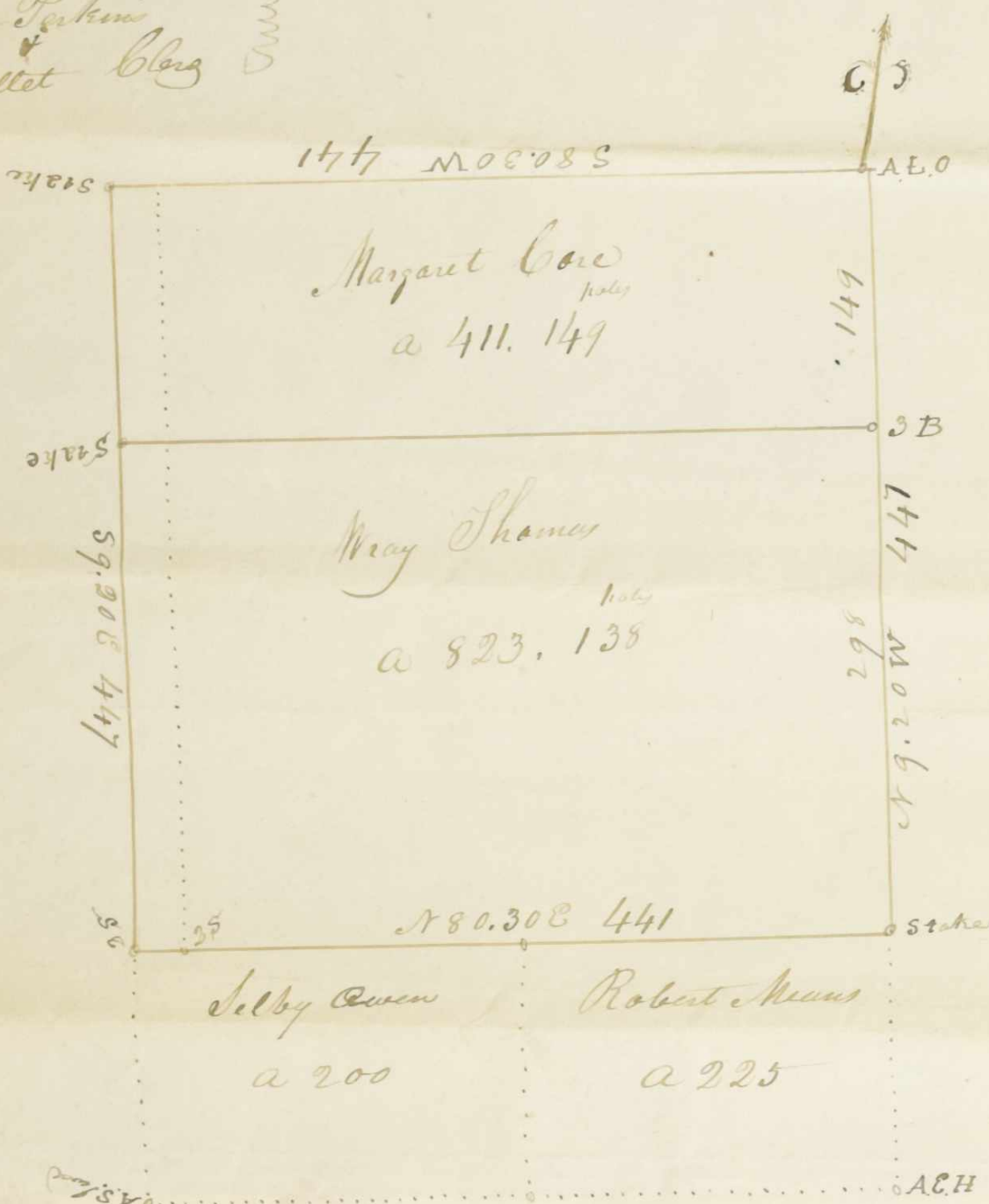
Silas G Strong Clerk

By Order of the Court of Common Pleas
of Union County to me directed by the Sheriff
of said County I proceeded under the direction
of Benjamin White Michael Myers and Skuy-
ler Perkins (^{Commissioners} Appraisers) to lay off by miles & bounds
a Survey of Land purporting to be one thousand
acres the number of Acres being (5870) five thousand
eight hundred and seventy in pursuance of said
order and under the direction of said ^{Commissioners} Appraisers
I proceeded to lay off two thirds of said Survey
to Wray Thomas. Beginning at two Sugar trees north
west corner of Robert Means & Selby Queens Survey
No 5505 thence running with their line correcting
the course thereof N 80.30 E 441 poles to a stake the
original corner supposed to have fallen and decay-
ed, and consequently could not be found thence
running with an old line supposed to be the original
line of said Survey No 5870 correcting the course
thence of N 9.20 W 298 poles and marked three Beeches
thence running S 80.30 W 441 poles and set a stake in
an old line supposed the west original line of
said Survey No 5870 thence with said line S 9.20 E
298 poles to the Beginning containing 823 acres and
138 poles, also surveyed under the direction of the
praisers aforesaid the remaining one third of said
Survey No 5870 to Margaret Cores thence Beginning
at three Beeches north east corner to the part set
off to the share of Wray Thomas thence running
with an old line supposed to be the original line
correcting the course thereof N 9.20 W 149 poles to ash
Lyons and Red Oak supposed to be the north east
original corner as no other corner could be found
answering the description.

thence running with another old marked line
supposed to be the original line of said Survey No 5870
correcting the course thereof S 80.30 W 441 poles & set
a stake in an old line supposed to be the northwest
corner of said Survey No 5870 thence running with
another old line supposed to be the west original
line of said Survey No 5870 correcting the course thence
of S 9.20 E 149 poles to a stake set as the north west
corner of Wray Thomas part of said Survey No 5870
thence with his line N 80.30 E 441 poles to the Beginning
one hundred

thence running with another old marked line supposed to be the original line of said survey No. 5870 correcting the course thence of $S 80^{\circ} 30' W$ 441 poles & set a stake in an old line supposed to be the northwest corner of said survey No. 5870 thence running with another old line supposed to be the west original line of said survey No. 5870 correcting the course thence of $S 92^{\circ} 20' E$ 149 poles to a stake set as the northwest corner of May Thomas part of said survey No. 5870 thence with his line $N 80^{\circ} 30' E$ 441 poles to the Beginning containing four hundred eleven acres & one hundred and forty nine poles all of which is exhibited in the plat hereunto annexed Levi Phelps Survey

Schuyler Perkins
Photo Gillet Clerk



We the under signed Benjamin White and Myers & Schuyler Perkins, Freeholders being summoned and sworn ^{according to law} ~~to~~ ^{upon actual view of the premises} to make partition in survey No. 5870, do make the same in manner and form as layed down by ~~us~~ in the above description and plat drawn by L Phelps our Surveyor Given under our hands and seals this 27th Day of March 1837

Benjⁿ White

Attest

R Clark Sheriff

Schuyler Perkins

B White
M Myers
S Perkins } Com 5 Days each 9,00

his
Michael X Myers
marshal

S Perkins Chain Carried Day 75
M Myers " " 3 Day 2,25

M Gillet " " 2 Days 1,50

L Phelps Surveyor 3 Day 6,00

B White marshal 3 Days 2,25

R Clark Sheriff

25
40.75

Return of Partition
 Made by White Myers & Perkins

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

Sum of money \$
 1000

Thompson

11, 1839

H. Clark Thompson

Union Com pleas
 Wray Thomas
 in 3rd writ of partition
 Margaret Concedal

Best bill made
 Filed July 13. 1839
 James H. Gill etc

1839

Chancery Case File

Case No. 1835-CH-0015

No. 35-CH-15

8

Union Common Pleas Court.

John Wood

Plaintiff,

AGAINST

Michael P. Cassidy

Defendant.

APR TERM, 1838

DECREE FOR PLAINTF

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Record No. 3

Page 142

Ex. Doc.

Page

Union Con. Pleas
Term 1836.

John Wood.

vs

Michael P. Capilly
Administrator of
Samuel Fisher dec'd. & al

Bill in Chancery
Filed Dec 23rd 1836

Silas S. Thompson
cl

1st Copied

2^d Copied

To the Honorable the Judges of the Court
of Com. Pleas for Union County in Chancery
sitting -

Humbly complaining sheweth unto your Honors
your orator John Woods of Cincinnati in the
state of Ohio, that Samuel Fisher now deceased late
of Hamilton County Ohio in his life time on or
about the 15th day of November A.D. 1824 being
seized in fee of a tract of land now situate in
the said County of Union hereafter particularly
described, made and duly executed a Mortgage deed
of the same to the said John Woods and Charles Bryant
since deceased by which Mortgage deed the said
Samuel Fisher then & there for and in consideration
of the sum of fifteen hundred dollars acknowl-
edged to have been paid by your orator John
Woods & Charles Bryant to the said Samuel Fisher
that the said Samuel Fisher granted, bargained, sold
and conveyed unto your orator John Woods and
the said Charles Bryant their heirs & assigns forever
all that certain tract or parcel of land lying and
being ^{then} in the County of Delaware (but now in the said
County of Union) on the waters of Darby Creek, it
being part of Lot Number 4071 and containing
500 acres being part of the same tract of land
conveyed to Samuel Fisher by Christopher Anthony
and Anna his wife by deed bearing date December
1st 1817, and all the estate right, title, interest or
benefit of his the said Samuel Fisher of in & to
the said premises & every part thereof. To have
and to hold the premises hereby bargained & sold ac-
cording to intent & purpose, with the appurtenances
to the only proper use & behoof of the said John
Woods & Charles Bryant their heirs & assigns forever.

provided nevertheless in the said Mortgage deed was
upon this condition, to wit:— for that as much as
the said Samuel Fisher is now (meaning at the
execution of the said Mortgage) confined in the
jail of Hamilton County at the suit of Charles
Battier and in as much as the said John Wood &
Charles Bryant have become bail for his
due observance of the prison bounds of the
said jail, it was the express condition of the
said Mortgage that if the said John Wood and
Charles Bryant should not become liable for
the payment of the respective sums in which
they were bound as bail, then the said Mortgage
deed to be void and of no effect otherwise to
be in full force &c.

And your orator further shew unto your
Honors that your orator and the said Bryant being
bound to the said Charles Battier as bail for
the said Samuel Fisher for his the said Fisher's
remaining within the prison bounds of the said
jail of the said County of Hamilton, the said
Fisher escapes from the said prison bounds
and thereby your orator & the said Bryant become
liable as bail as aforesaid to pay the said Charles
Battier the amount of their bonds as such bail
And therefore the said Charles Battier prosecutes
his action at law against the said Samuel Fisher
your orator & the said Bryant to recover the
amount of the said bonds in the Court of
Common Pleas of the said County of Hamilton
in which action the said Battier recovered judgment
at
Jan 1826 for the sum of \$263.43

with interest from the 10th day of February 1827
And your orator further sheweth unto your
Honours that your orator long since has
been compelled by the said Battier to pay the
amount of the said last mentioned judgment
interest and costs amounting to a large sum
to wit, about \$500. and the said Fisher during
his life time and his ~~personal~~ ^{legal} representatives
since his death have wholly neglected & refused
to reimburse your orator the amount so paid
for him to the said Battier or any part
thereof. The said Samuel Fisher a number
of years since (about the year 1829) departed this
life leaving Lucinda, Ellwood, Hannah, Matilda
and Celine Fisher his children and Mary, Elizabeth
Rowser daughter of Sarah Rowser decd. late
Sarah Fisher and granddaughter of the said
Samuel Fisher decd. and who are the heirs at
law of the said Samuel Fisher decd. and Michael
P. Caspary is administrator of the estate of the
said Samuel decd. all of whom the said heirs &
administrator of the said Samuel decd. reside
in the County of Hamilton and who are made
defendants to this bill.

And your orator further represent that
the said Charles Bryant long since departed
this life about the year 1830 and Joel Rice &
Henry Martin ^{of the said County of Hamilton} are administrators on his
estate and who are made defendants hereto,
and your orator avers that neither the said
Charles Bryant decd. in his life time nor his
said administrators since his death have not paid
or contributed towards the payment of any part

of the said judgment so recovered by the said Charles Patton against your orator, the said Samuel Fisher and Charles Bryant does as aforesaid.

And your orator further shews unto your Honours that the following named persons (who are also made defendants to this bill) are in possession of some part of the said land so mortgaged as aforesaid, but what part thereof they claim, or under or by what title they claim your orator is not advised, to wit, William Porter, John Hawley Gregory Hawley, Joseph Gibson, Joseph Moff, Thomas Robinson, James Riddle.

And your orator further shews that one John Pates of Cincinnati in Hamilton County claims to have a mortgage executed by the said Samuel Fisher during his life time on a part of the aforesaid mortgaged premises which the said Pates claims to have a lien prior to your orator's mortgage, the contrary of which your orator claims to be the fact. The said Pates has filed his bill in this Court to fore close his said mortgage. Your orator charges that the said mortgage so as aforesaid executed to your orator was executed long before the said mortgage to the said Pates, and that the said Pates well knew of the execution & existence of the said mortgage to your orator,

Your orator makes the said John Pate
defendant to this bill and prays as to
him that his said Mortgage may be postponed
until your orator's Mortgage may
be satisfied; or in case the said Pate has
foreclosed his mortgage and may have the
land ~~upon~~ which is covered by his Mortgage
sold, that then the money arising therefrom may be
applied (or so much thereof as in equity ought)
to the satisfaction of the amount due to your
orator

Your orator further represents unto your Honors that your orator having become liable to pay the sum of money which he & the said Bryant became liable as bail for the said Fisher did. and the said amount of money paid by your orator to satisfy the said judgment to the said Charles Battier as aforesaid not having been paid or refunded to your orator, by means whereof the legal estate in the said Mortgaged Premises has become absolutely vested in your orator according to the conditions of the said Mortgage, subject to be redeemed Nevertheless in equity on payment to your orator of the amount of money (principal interest & costs advanced by your orator upon his aforesaid liability together with the interest which has & may become due thereon:— and your orator has after application to the said defendants to pay and satisfy to your orator the amount so due to your orator, which they have hitherto wholly neglected & refused so to do.

Your orator therefore prays your Honors that a writ of subpoena may issue against the said defendants that they may be compelled to answer all & singular the Premises, and particularly that the said defendants in possession of the said Mortgaged Premises may particularly designate & set forth what part of the same

they claim and by what title they claim the same - That an account may be taken of what is due to your orator for principal and interest upon the said Mortgage, that the said defendants may pay the same or that the said Mortgaged Premises may be sold and the proceeds thereof applied to the satisfaction of the amount found to be due to your orator - And that your orator may have such other & further relief in the Premises as equity and good conscience may require -

And your orator will ever pray &c

Powell & Fuller
Sol. for Compt.

Union Com Peas

W. Postas

as

John Wood

Answer

Filed Sept 14 1836

J. Strong Clk

The separate answer of Wm Porter one of the Defendants to a bill exhibited against himself and others by John Wood Complainant

This ~~bill~~ ^{defendant} now comes and for answer to said bill of complaint says that notice the commencement of this suit in this Court by said Wood Complainant he this defendant remained wholly ignorant of the claim of said Complainant founded on his said Mortgage. that this defendant knowing nothing of said claim purchased of Samuel Fisher thirty ^{and one half} five acres of the said land covered by said mortgage on the 23rd day of September in the year 1826 that afterwards ~~to wit~~ after the decease of the said Sam Fisher this defendant at the February Term ¹⁸³² of this Court commenced his action by bill in Chancery against the Heirs at Law and legal representatives of the said Fisher and at the June Term of this 1833 obtained a decree for title to the parcel of said land bounded as follows Beginning at a sugar tree and Buckeye thence N 80 E 116 poles to a stake in the road from Milford thence with said road S 39 7/11 W 52 poles to a stake in the west line of said survey thence with said line N 10 W 98 poles to the beginning. This defendant after the rendition of said decree had the same recorded. This defendant further charges that he purchased for a valuable consideration and innocently knowing nothing in relation to Complainant's said claim but denies that the land then lay in Delaware County but states that it then and still lays in Union County and having thus fully answered he prays to be dismissed with his costs &c - William Porter

To be sworn to do for & for

State of Ohio Union County ss

I Wm Porter being duly sworn depose and say that the matter and things set forth in the foregoing answer as from the information of others I believe to be true and that all the several other matters and things there in set forth are true in substance and in fact - William Porter
I now do and subscribed this 24th day of Sept. 1836 before me
David Burnham J.P.

Union Com Pleas
John Hawley

vs
John Wood

Answer

Filed Oct 8-1836

Silas G. Strong
clerk

The separate answer of John Hawley one of the defendants of a Bill of Complaint filed against himself and others by John Wood

The said John Hawley now comes and for answer to the said bill of the said John Wood says that he knows nothing of the execution of the Mortgage deed by Fisher in his life time to said Complainant and Charles Bryant, that notice this cause was pending in this Court this defendant never was informed by any one of the existence of said Mortgage. That this defendant purchased of one John J. Porter and wife in the year 1826 and in the same year and on the 10th day of December received a deed for the following described parcel in the County of Union Ohio being a part of Survey No. 4071 and bounded by a line as follows viz Beginning at stake where Sullivants line crosses said Porters survey at the west time thence North 35 poles to a keecoy and water beach thence North 80° E 211 poles to two Ironwoods thence South 10° E 136 poles to 2 Sugar trees Ironwood and dogwood thence S 53 N. 13 poles to Sullivants line where it crosses D^r Porters Southward line thence said Sullivants line N. 85 W 171 poles to the beginning containing one hundred and seventy seven acres more or less: all of which will fully appear by reference to records of said County of Union Vol. 2nd page 145 & 46 where on the 28th of January 1827 said Porters deed to this defendant is of record. Said Porter held under said Samuel Fisher deceased. by deed of the date of

and also of record in this County
This defendant denies that said lands lay in Delaware County in the year 1824. but charges that said land then and for four years preceding was and still is in said County of Union. This defendant says that he purchased of said Porter innocently and without having any or the least information of the claim of said Complainant and having thus fully answered prays to be dismissed with his costs &c.

John Hawley

W. C. Lawrence
Sol for def
John Hawley being duly sworn deposes and says that the several matters and things set forth in the foregoing answer are true and those stated on information he believes to be true as he verily believes

Sworn to and subscribed before me this 5th day of ~~Sept~~
1826 Oct. 1826

John Hawley
Silas G. Strong Clerk

Also 3 1/2 acres Bounded as follows Beginning at a
 Jug Hickory & Oak NW corner to Thomas Robinsons Land &
 in the line of Joseph ~~Worme~~ then with said Moore \$14 1/2
 50 poles to an Inward NW corner to said Moore
 thence N 80° 40' E 105 poles to an Elm & Greenwood NW
 corner to John Pates Land as Mortgage thence S 92° 48'
 poles to an Oak and Sugar tree NE East corner of
 said Robinsons thence with his line 880 W 103
 poles to the Beginning -

Chargable with the following items
 as necessary to complete Redemption from a Good
 Loan - to wit

To amt of Purchase Money - 27 th Decr 1830 - - -	\$ 262.5
50 per cent on same - - - - -	131.3
Int 6 - 9 months - - - - -	196.5
Int on same 4 years & 8 months - - -	100.0
To Deed & Recording fees - Sept. 1834 - - -	28.0
To Int on same 3 years - - - - -	175.0
To amt of Tax 1831 - - - - -	31.5
To 6 yrs 10 M Ints - - - - -	47.0
To amt of Tax 1832 - - - - -	47.0
To amt of Int on same - - - - -	14.0
To amt of Tax paid in 1833 - - - - -	53.0
To amt of Int on same - - - - -	12.7
To amt of Tax in 1834 - - - - -	44.4
To Int on same - - - - -	23.3
To amt of Tax for 1835 - - - - -	77.5
To Int on same - - - - -	9.3
To amt of Tax for 1836 - - - - -	77.5
To Int on same - - - - -	4.6
	<u>\$ 1282.6</u>

81-2012 (24)
 162
 392
 524

53	31	476	744
4	24	282	4464
318	124	5	3
4	82	140	132
322	74.4	525	2292425
11) 840	282	22625	6
80	5	775	132
40	168	1550	94500
	6	775	6
	65	300	

Joseph Dixon
of
The Wood

runners

Filed Sept 14 1836

At Strong
Clerk

The Separate answer of Joseph Gibson one of the
defendants to a bill exhibited against himself and others by
John Wood Complainant

This Defendant now comes and for answer
there to state that of his own right he this defendant has
no claim on the lands described in Complainants said
bill but says that he is in possession of fifty acres of
the same bounded as follows beginning at a stake South
Easterly corner to Lands ^{to} by Saul Fisher to Josiah Davis
thence S 20° E 92 poles to a white ash, corner to Land ^{to}
by said Fisher to John Porter thence S 88° N 172 poles to a
stake in the old ocean an Road thence with said Road N 47
E. 75 poles thence North 63 E 68 poles thence North 42 E
34 poles to the beginning that this, this defendant holds in
possession in right of his wife Mary to whom whilst sole
the same was deeded by said Samuel Fisher ^{and wife} on the 26th day
Sept 1826. the deed is of record in among the record of this
County Book 2nd page 152 & 3. This defendant denies all
knowledge of the said mortgage prior to the commencement
of this suit. and charges that the said land on the execution
of said mortgage lay in this County and not in Delaware
as charged in Complainants said bill This defendant
having thus fully answered prays to be hence Dismissed
with his costs &c

Joseph Gibson

W. Lawrence Sol for deft
State of Ohio Union County ss
I Joseph Gibson being duly sworn depose & say
that the matter and things set forth in the fore
going answer as from the information of others
I believe to be true and that all the several other
Matters and things there in set forth are true in
substance and in fact
sworn to and subscribed this 14th day of ^{Sept} 1836
before me. John S. Greening Jp

Know Common Pleas
of Holly
vs
John Wood

Answer

Filed Sept 14, 1836.

J. Strong
Clerk

All the several matters and things set forth in the foregoing
answer as from the information of this Pleas are to be
true and that all the several other matters and things
therein stated are true in substance and fact

Gregory
Thom Esq

Shewn to and returned before in this day of
June 1836. John J. Green Esq

The separate answer of Gregory Holly one of the defendants
to a bill exhibited against himself and others by John Wood
of this ^{defendant} Now comes and for answer to said bill states
that he holds by deed from Thomas Robinson who held un-
der said Saul Fisher the following described piece of
said land described in Complainant's said bill all of which
this defendant purchased without the least knowledge
of said Complainant's said ~~bill~~ claim as founded on
said mortgage to wit beginning at a Black ash ~~beginning~~
in the line of John Holly's Land Southwest corner to 120 ^{acres}
Survey for John Pate on said Survey No. 4171 thence with the
said Hawsigs line S 80° W 52 poles to a Buckeye and Sugar
tree thence with an other of said Holly's S. 60 poles to a white
ash corner of said Holly's land also a corner of Joseph Pitt
Lows Land thence with said Gibsons lines crossing Buck
run, thence N. 20° W 92 Poles to said Gibsons N. W corner
being a stake in the margin of the old Delaware road
thence with an other of said Gibsons lines and with the line
of said road S 47° W 19 Poles to a stake S. W. corner of
Joseph ~~Morse's~~ Land thence with said Morse's line
N 17° W 61 poles to a sugar tree hickory and oak thence N-
80° E 103 poles to a sugar tree and ash in the line of said
John Pates Land 120 acres thence with said Pates line S 9.108°
to 81 poles to the beginning of which may be seen by refer-
ence to Book 3rd page 369 870 in the records office of said County
of Union. This defendant denies that said lands lay in Delaware
County at the time of the date of said mortgage but charges
that it then and for year prior had lain in the said County of
Union This defendant further says that he purchased innocently
being ignorant of Complainant's said claim and for a val-
uable consideration paid by this defendant to said Robin-
son and having thus fully answered he prays to be dismissed
with his costs &c

Gregory Holly
Attest
Sol for dept

I Gregory Holly being duly sworn depose and say that

Miss Comma pleas

Thomas Robinson

John^{ly} Wood

answer

Filed March 29. 1837.

Silas G Strong @K

The separate answer of Thomas Robinson one of the Defendants to a bill exhibited against himself & others by John Wood Complainant

This Defendant now comes & for answer to said bill says that he holds by deed from Samuel Fisher the following described parcel of ^{said} Land described in Complainants said bill all of which this defendant purchased without the least knowledge of said Complainant, said claim as founded on said mortgage ~~Being~~ bounded as follows Beginning 30 S. 83 W from a corner of John Storters Survey at an iron wood & Buckeye thence S 3 W 79 poles to the westerly line of said Fishers survey thence N. 85. 50 W. 145 poles to two white ashes thence N 10 W 38 poles thence N 83. E. 142 poles to the Beginning all of which may be seen by reference to Book 2 page 127 in the records office of said County of Union this defendant denies that said Lands lay in Delaware County at the time of the date of said mortgage but charges that it then & for years prior had lain in the said County of Union this defendant further says that he purchased innocently being ignorant of Complainants said claim & for a valuable consideration paid by this defendant to said Fisher & having thus fully answered he prays to be dismissed with his costs &c

T. B. Gale sol. for
Deft.

I Thomas Robinson being duly sworn depone & say that all the several matters & things set forth in the foregoing answer as from the information of others I believe to be true & that all the several other matters & things therein stated are true in substance & in fact

Thomas Robinson

Union Com Pleas

John Wood

Michael Wood adm^r
of Samuel Fishes dec^d et al

Arrived on the within William Foster
John Hardy Gregory Hardy Jacob Fish
Joseph More Thomas Robinson and James
- held by bondings the each one a Bobby
of this sort - - - - - James Bobby \$100-

Michael P. Coarby - Samuel Fisher
Lemmy Fisher Edward Fisher Thomas Fisher
Matthias Fisher Solomon Fisher Mary & Susan
Jane Bird Henry Martin Charles Day
John Robt St James February 18th
to Messrs South

Wages - - -
\$1.50
\$1.50
\$3.00
790

State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you to Summons Michael P Casely adm-
of Samuel Fisher Lucinda Fisher Elwood Fisher Hannah
Fisher Matilda Fisher Velina Fisher Mary E Houson
Heirs at Law of the said Samuel Fisher Deceased, Joel
Rice & Henry Martin Administrators of Charles Bry
and Decca — John Pate Wm Porter John
Hawley Gregory Hawley Joseph Gibson Joseph
Morse Thomas Robinson and James Reddell to
be and Appear before the Hon^d the Judges of our
Court of Common Pleas at the Court house in
The Town of Marysville in the County of Union on
the 1st day of the Next Term to Answer a Bill
in Chancery filed in our said Court against
them ^{by John Casely} And hereof that they feel not under the Pen-
alty of One thousand Dollars

Witness the Honorable Joseph R Swa
President of our said Court at the Court
house in Marysville this 24th day of
October 1835

Silas G Strong Clerk

Several all. P. Copying done &c. by Copy left at several above.
Nov. 5. 1835. Lucia, Elmer, Cecilia & Gene Fisher
Served personally by Copies. Henry mention them. by Copy
left at several above. & John Pace personally by Copy. Nov. 9th 1835.
The other Defendants not found.

J. Torwick. J. J.
Ham. Co.

Union Com Pleas

John Wood

10

Michael P. Casey
Admt of Samuel
Fisher Decr. et al

See Back. p. return.

Lamin	1.25
clieg	25.
copy	2.10.
Supp fees	\$ 3.60.

State of Ohio Union County

To the Sheriff of Hamilton County Greeting - -

We command you to summon Michael P. Cassely admr of Saml
Fisher Lucinda Fisher Elwood Fisher Hannah Fisher Matie
- da Fisher Celine Fisher Mary E Fisher heirs at Law of the
said Samuel Fisher; Joel Rice and Henry Marten Administrators
of Charles Bryant Deed & John Tate to be and appear
for the Hon^{ble} the Judges of our Court of Common Pleas at
the Court house in Marietta on the 1st day of the next
Term of said Court to be holden within & for the said County
of Union to answer a petition in chancery filed in our
said Court against them By John Wood Complainant
and that they shall in no wise omit Under the Pen
alty of One thousand Dollars and have you there
the this writ

Witness The Honorable Joseph R. Swan
Esq. President of our said Court of
Common Pleas at the Court house
in Marietta this 24th Day of October
AD 1835

Silas G. Strong Clk

18.75
6.5

93.75
112.50

151.25

Union County

Capilly Adm^r.

[Faint, illegible handwriting in the leftmost column]

[Faint, illegible handwriting in the second column from the left]

[Faint, illegible handwriting in the third column from the left]

[Faint, illegible handwriting in the rightmost column]

50 Acres to Thomas Robinson

27 1/2 " thereof cut off by claim of Starling Adm Sullivan

22 1/2 " left

50 " Mortgaged to Tho' Robinson for 75¢ it being purchase money by him paid for original purchase

177 " Sold to J. J. Porter & by him to John Halley present owner

80 " Josiah Davis do Joseph Map "

35 1/2 " Wm Porter

20 " Raizer & Riddle

50 " Mary Anderson now Mary Gibson

120 " John Pates Mortgage deed, said to have been

53 1/2 " foreclosed. It was thought by him unnecessary to foreclose
600 " it, because it is a mortgage deed

67 1/2 " Bal remaining - said to be worth 200 ¢ per acre

104 Acres Sold for 9.59 Taxes to John Halley.

When Thomas Robinson bought 50 Acres, and gave thereof

1 Horse, ~~valued~~ ~~at~~ 90

and his note for 24.75

When it was ascertained that Starling's claim, would extend to 27 1/2 acres of this land, Thomas Robinson agreed that if his note were returned, together with the value of the horse, estimated at 75¢ he would relinquish all right to the tract conveyed to him. A mortgage was accordingly given him to secure the 75¢ for 50 acres which was not long since foreclosed, but I was told that he meant to retain possession of the 22 1/2 acres remaining of the sale first made him

Levi Phelps - Surveyor

John R. McLean of Marysville

John Read - first

Charges

Expenses 10 1/2

Emp't 7 Days 1 1/2

10 1/2

\$20.00

Rec of Coffin 15.00

\$35.00

Isaac Rice & Henry Martin adm'ts
of Charles Bryant dec'd

Michael P. Coffin adm't of J. Fisher

Union County
Marysville

Samuel Fisher
To
John Wood
& Charles Bryant

Mortgage

Recorder's Office
Delaware County Ohio

This Deed of Mortgage
was filed for Record
August 4th A.D. 1826 -
and Recorded the same
day in Book No. 8, Pages
184 & 185. -

Thomas Reynolds
Recorder.

This Indenture, made this the Fifteenth day
of November in the Year four Lord One thousand Eight
hundred and Twenty four - Between Samuel Fisher
of the City of Cincinnati & State of Ohio of the first
part, and John Wood and Charles Bryant of
the same place of the second part, Witnesseth,
that the said Samuel Fisher for & in consideration
of the sum of Fifteen hundred dollars Lawful Mo-
ney of the United States, to him in hand well &
truly paid by the said John Wood & Charles Bryant
the receipt whereof is hereby acknowledged, Has granted
bargained, bargained, sold, aliened, released, conveyed, and
confirmed, and by these presents doth grant, bargain,
sell, alien, release, convey and confirm unto the said
John Wood & Charles Bryant their heirs and assigns
forever all that certain tract or parcel of Land lying and
being in the County of Delaware and State of Ohio, on the
waters of Darby Creek, it being part of Lot numbered
4071 and containing Five hundred acres, being part of
the same tract of Land ^{to Samuel Fisher} conveyed by Christopher Anthony
and Anna his wife by deed bearing date the first day
of December in the Year One thousand Eight hundred
and seventeen, and all the estate, right, title, interest
claim, and demand of him the said Samuel Fisher
him, and to the said premises, and every part thereof, Together
with all and singular the privileges and appurtenances
to the same belonging or in anywise appertaining, and
the rents issues & profits thereof To have and To
Hold the premises hereby bargained & sold or meant, or in-
tended so to be, with the appurtenances, to the only proper use and
behalf of the said John Wood & Charles Bryant their heirs and
assigns forever and the said Samuel Fisher for himself

his heirs, executors and administrators doth promise, covenant
and agree to and with the said John Wood Charles Bryant
their heirs, executors and administrators and assigns that he
is the True and Lawful owner of the premises hereby granted
and has good right, full power and lawful authority, to
sell and convey, the same in manner and form aforesaid
and Further that he, the said Samuel Fisher, his heirs
Executors and administrators, will Warrant and for-
ever Defend the aforesaid premises, with their appurtenances
and every part and parcel thereof unto the said John
Wood & Charles Bryant their heirs and assigns. a-
gainst all persons claiming or to claim by, from or
under him, them or any of them; or by, from or
under any other person or persons whatsoever - Provi-
ded nevertheless and for that as much as the said Samuel
Fisher is now confined in the Jail of Hamilton County
at the suit of Charles Vattier, and in as much as
the said John Wood & Charles Bryant have become
Bail for his due observance of the prison bounds
of said Jail - It is the express condition of the fore-
going Indenture that if the said John Wood and
Charles Bryant should not become liable for the pay-
ment of the respective sums in which they are bound as -
bail then to be void and of no effect otherwise to
be in full force and virtue - In Witness whereof
the said Samuel Fisher has hereunto set his hand and
seal the day and Year first above written -

Sealed and delivered in the
presence of us - the words
"to Samuel Fisher" being
first inserted

John Clarks

J. Foster

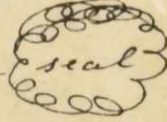
Samuel Fisher



The State of Ohio
Hamilton County

Before me the undersigned a Justice
of the Peace within and for said County Personally
appeared Samuel Fisher the grantor of the within Indenture
and acknowledged the signing and sealing to be his volun-
tary act and deed for the uses and purposes therein
mentioned

In Testimony whereof I have hereunto set my
hand and seal this Seventeenth day of November A
D. Eighteen hundred and twenty four

James Foster Jus. Peace 

Union Com Fees

John Woodruff

Com. report

Michael Phelps

Filed Oct 30 1837

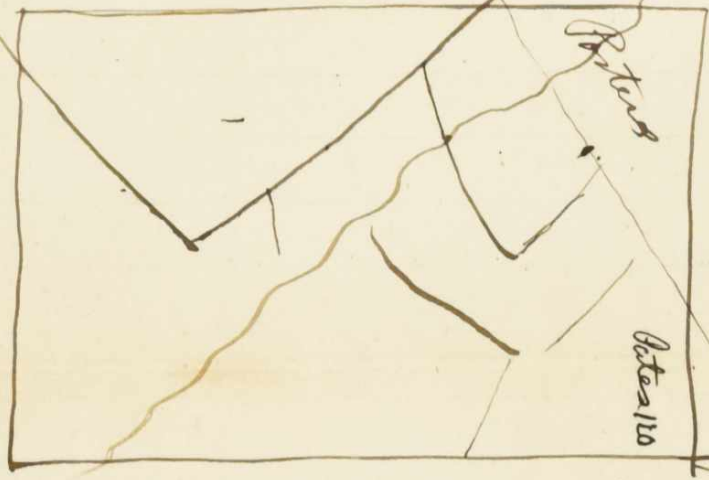
James H. Cline Clerk

Com. fee	20
McLage	2.00
Surveying	1.00
Rept	<u>\$3.20</u>

Chamney	
Seton - 50	} <u>1.50</u>
Hardy 50	
Hardy . 50	
	<u>\$4.70</u>

Persuant to the order of the Court of Common Pleas I have proceeded and ascertained by actual personal Survey that the Mortgage Executed by Samuel Fisher - as set forth in the Bill of John Wood is upon the same Lands set forth in the several answers filed in said Court in part - That I find a certain piece of said Mortgage premises Not Included in any of the said Answers - Which said piece of Land is Bounded as follows - Beginning at a Red Oak in the Line of R P Mans Land and a corner to Joseph Gibsons Thence with Gibsons - Line N 3 W 22 poles to a Buckeye & Iron Wood Thence N 83 E 29 poles to a Stone Thence S 12 E 50 poles along John Hawleys Line to a Hickory in the Line of R P Mans Land Thence with his Line N 85 West 42 poles to the beginning containing Eight and one half Acres of Land - Also one other piece of Land Not Claimed by any of said Defendants - in their said Answers - To wit Thirty one and one half Acres Bounded as follows Beginning at a Sugar tree Hickory & red oak Northwest corner to Thomas Robinsons Lot and in the Line of Joseph Morse Thence with said Morse Line N 14 W 50 poles to an Iron Wood Thence N 80 E 105 poles to an Elm and Iron Wood Northwest corner to said Mortgage to John Pate Thence N 90 E 48 poles to an Oak and Sugar tree Northeast corner to said Robinsons Thence - with his Line N 80 W 103 poles to the beginning containing 3 1/2 Acres - But that this last mentioned Tract is covered by a Tap little Deed The Redemption of which can be accomplished with the sum of \$13.82.6 - all of which is submitted

Silas G. Strong Master Comr.
In Chancery



400
 450

- Wm Parter
- John Hawley
- Gregory Hawley
- Joseph Gibson
- Joseph Moss
- Thomas Robinson
- James Riddle
- John Pates.

Pates Mortgage dated 25 Nov 1824
 acknowledged before Jas Parter.
 75-

Robinson judgt \$ 92.80
 Mortgage not sold for enough \$80 -
 acres 35-

240
 1440
 14400
 15840
 24000
 39840

Dear Sir

Enclosed is a mortgage given to secure John Wood & Chas Bryant for their liability for the mortgage - the mortgagor is dead Michael P. Capilly is his adm^r and Lucinda, Ellwood Hannah, Matilda & Belive his children and Mary Elizabeth daughter of Sarah Bowser dec^d late Sarah Fisher and granddaughter of the mortgagor are his heirs at law -

John Wood has paid for Fisher the amount of a judgment Charles Wattier vs Sam^l Fisher John Wood & Chas Bryant Judgt Hamilton County 1826 (Ten not recollectd) \$263.43 with int from 10 Feb. 1827 Bryant paid nothing - The object is to have a bill filed to foreclose the mortg. & sell the premises to reimburse wood the amt expended - The land now lies in Union Co. - Part of the land has been sold by Fisher to the persons named in the enclosed paper by examination you can judge whether the remaining portion of the land will pay the debt if not pursue all the land not sold when the mortgage was recorded - You will have to make the above named adm^r & heirs defts. also Joel Rice & Henry Martin adm^r of C. Bryant - if you will send a subpoena for all of them to me I will have it served -

Of course you will have to make all persons parties
who claim title to the land ^{or encumbrances on} you seek to make liable.

When you want depositions send a notice to have
them taken at my office Cincinnati before some
person authorized the witnesses will be I think being
John C. Avery & perhaps others

Mr Fuller

Respectfully &c
Chas Fox atty
Cincinnati Ohio
19 Dec. 1834

The Under signed Free Holders of the County
of Union being called upon by Sidas G Strong
Master Commissione in Charge to appraise
two certain tracts or parcels of land
mentioned in a certain order directed to him
from the Court of Common Pleas in County
first being duly sworn upon actual
view of the premises do appraise the
piece of land containing eight & one half
acres at nine dollars per acre and the
piece or parcel of land containing thirty
one & one half acres we estimate at
six dollars per acre

Given Under our hands this
16th Dec 1837

A. Hall
John F. Timney } appraising
Mans Water }

3150
18900
63
126

175

$$\begin{array}{r} 126.01 \\ 51.01 \\ \hline 177.02 \\ 13.82 \\ \hline 163.20 \end{array}$$
$$\begin{array}{r} 3150 \\ 6 \\ \hline 3 \overline{) 18900} \\ 63 \\ \hline 126 \end{array}$$

John Wood

The Heirs at Law
of Paul Fisher

Filed Oct 19 1836

J. Strong
Clerk

J. Wood
vs
J. Richards

Sum
10 Cents

1.40.
50.
2.00.

\$3.90. All fees

James Deane Fisher, Henry E. Deane & Henry
Walter Deane, as partners by Copy
Edward Fisher, executor of the same, vs
Paul Fisher, and John Deane by Copy
The other Defendants set aside. Dec 18 1836.

Sam. Edwards. Clerk

State of Ohio Union County

To the Sheriff of Hamilton County Greeting
We command you to summon Lucinda
Fisher Elwood Fisher Hannah Fisher
Matilda Fisher Betine Fisher & Mary
Elizabeth Bower daughter of Sarah Bower
decd Late Sarah Fisher Michael Peapily
Administrator of the Estate of Samuel Fisher
decd & Joel Rice & Henry Martin adminis-
trators of Charles Boyant decd John
Pate Wm Porter Gregory Hawley John Raab
Joseph Gibson Joseph Morse & Thos
Robinson to be and appear before the
Honorable the Judges of the Court of Common
Pleas at the Court House in the town of
Marysville in said County of Union
on the 1st day of our next Term to answer
unto John Wood the charges and alle-
gations in a certain Bill in Chancery
Filed against them and this they shall in
no wise omit under the penalty of one thou-
sand dollars and have you them there this
writ Witness J R Swan President of
said Court aforesaid this
15 day of August A D 1836
Silas G Strong Clerk

10 Oct 1836

Chancery Case File

Case No. 1836-CH-0001

No. 36-CH-1

Union Common Pleas Court.

Jacob Beck adm^r
Plaintiff,
AGAINST
Joseph Miller et al,
Defendant.

APR TERM, 1839

DECREE FOR PLAINTF

Journal	2	Page	92
Record No.	3	Page	222
Ex. Doc.		Page	

Served by leaving Coffy at their place
of residence Sept 23rd 1856

Remdies 30

Coffy 12

Wm C White Sheriff 1856

Union Com Pleas

Jas Beck

vs 3 Subjoms in
Chancery

The Heirs of
Daniel Miller

Filed Oct 8 1856

State of Ohio Union County

To the Sheriff of Said County Greeting
We Command you to Summons Elizabeth
Miller Widow of Daniel Miller Sarah
Miller Adam Miller Laura Miller &
Anna Miller infant heirs of Daniel
Miller Deceased to be and appear
before the Honorable Judges of the Court
of Common Pleas at the Court House
in Mansfield on the 1st Day of their
Next Term To answer unto James Beck
in a certain Bill in Chancery filed
Against them wherein he prays for authority
to Complete Contract Made by Depend
ants Ancestors & hereof fail not under
the penalty of one hundred Dollars
& have you then then this Writ

Witness My Hand & Seal
President of our Said Court
this 7th Sept 1835

John Strong Clerk

Union Common Pleas

Saeb Beck admt
of Daniel Miller

vs ³ Subpoena in lly
Joseph Miller et als

Served By Reading
this 18th June

seris 35
melay 3.40
fee } Copies 20 3.95

Served By me

Lewis Warran
Deputy Sheriff
of Hancock Co: Ohio

Filed August 10. 1838

James H. Lee Clerk

State of Ohio Union County Fairfield

To the Sheriff of ~~Ohio~~ County Greeting

You are hereby commanded to summon David Miller
and Joseph Miller to appear before our Court of Common Pleas
in and for the County aforesaid at the Court House in Marysville
on the thirteenth day of July 1838 to answer the matters and
things contained in a petition in Chancery exhibited against themselves
and Sarah Adam, Lucy and Anna Miller Heiss at law of Daniel
Miller decd. by Jacob Beck Administrator of said Daniel Miller
and this they shall in no wise omit under the penalty of one
thousand Dollars and have you then there this writ

Witness James H. Gill Clerk of the Court
of Common Pleas for the County of Union this
12th day of June A. D. 1838

James H. Gill Clerk

Know all men by these presents that
I Daniel Miller of the County of Fairfield
and State of Ohio we held and firmly bound
unto Hanson Clark of the Town of Marysville
in Union County and State of Ohio in the
just sum of five hundred Dollars to the
payment of which I Bind myself my
Heirs and Administrators forever Signed
and Sealed this 26th Day of August 1830
Greenfield Township Fairfield County Ohio
the condition of the above obligation is
Such that whereas the above named Clark
has purchased of me the signed and Sealed
of this instrument two certain lots in
the Town of Marysville Union County
Ohio to viz lots No eight and sixteen
in said Town for the sum of one hundred
Dollars for which I hold his Notes for the
payment one for \$25 Dollars payable in six
months one for \$25 Dollars payable in one
year and one for \$50 Dollars payable in
two years from this date now if the
above bound Daniel Miller shall make
unto the said Clark a good and sufficient
Deed free from all incumbrance for the
said lots when the payments is made
for the said Notes then the above
obligation to be void and of none effect
other wise to remain in full force and
virtue in law
in presence of

Daniel Miller

Attest Catharine Bonner

Chancery Case File

Case No. 1836-CH-0002

Union Common Pleas Court.

Gustavus Sewanckel
Plaintiff,

AGAINST,

Wm Gabriel
Defendant.

APR TERM, 1838

Dismissed,

Journal 2 Page 15

Record No. No Record Page

Ex. Doc. Page

Recd

Union Com: Pleas

Gustavus Swan
~~Dowd & Walbridge~~

Wm M Mason

Mr Gabriel & others

Dea in chry

Filed March 3rd 1836

Filed at
Ct

I have subscribed returnable
forthwith for Mr Gabriel
Mr Gabriel Sr & John Gabriel
to Shiff of Union for Doll
1 Butcher & Matthew Matthews
to Shiff of Franklin Co
Edwin & starting
+ Settled for
Compt

State of Ohio } Court of Common Pleas
Union County } do March Term AD 1836

To the Honorable the judges of said
Court sitting as a Court of Chancery. Humbly
complaining sheweth unto your Honor your
orator ~~John S. Bond and Peter Walbridge~~ ^{Gustavus Swan of the County of Franklin & State of Ohio}
~~formerly trading as Bond & Walbridge~~ ^{now of}
~~the Territory of Michigan,~~ and your orator William
McKesson ^{also} of the County of Franklin and State

of Ohio, That some time since to wit at the August
Term of this Court AD 1834. your orator ^{Gustavus} ~~Swan~~ ^{Swan}
~~and Walbridge~~ in a suit at law brought in ^{his}
name for the use of _____ recovered a
judgment against one William Gabriel for
the sum of eight hundred & eighty eight Dollars _____

Cents Damages and ten Dollars, thirty one
cents costs of suit, And that your orator William
McKesson heretofore to wit at the November Term
of this Court AD 1834 also recovered a jud-
gment at law against said William Gabriel
for the sum of ten hundred and forty nine Dollars & forty three
Cents Damages and ten Dollars 68

Cents costs of suit, And your orator avers that
said judgments were obtained upon notes of hand
signed executed by one Elias Gabriel and by

Said William Gabriel jointly, the consideration
of which said notes was the indebtedness of said
Elias to your orator and that said William
Gabriel signed as security for said Elias, That
prior to the issuing of process in the aforesaid
-said in which your orator obtained the judgment
aforesaid the said Elias Gabriel whom your
orator aver to have been the son of said William
died, And your orator further shew unto
your Honor that prior to the death of said
Elias in the said Elias assigned and conveyed
to his said father William Gabriel a large
amount of property of some description or
other but what property or to what amount
your orator can not with precision state: but
your orator aver that the property so conveyed
as aforesaid by said Elias to said William
Gabriel was in trust that the said William
should out of said property pay the debts
due and owing ~~to~~ said Elias and among
which were the debts due to your orator
And your orator further shew unto your Honor
that the said Elias Gabriel before his death
also conveyed unto his brother, John Gabriel
and William Gabriel Jr a large amount of
property but of what precise kind and to

what amount your orators are not informed
which said back property so conveyed as afore-
said by the said Elias in his life time to said
John and William Jr your orators were put
in trust to pay the debts of said Elias among
which were the debts of your orators. And your

orators further aver that their said judgments
are as yet wholly unpaid except the judgment
of said Nasson upon which there was paid
the sum of two hundred & fifty two Dollars ——— cents

on the 23rd day of October 1835 under a decree of
this Honourable Court in a cause in Chancery
in which said Nasson was complainant and
said John & William Gabriel and William
Gabriel Jr respondents. And your orators

further represent that they have caused to
be sued out upon this judgment aforesaid
writs of fieri et levare facias upon which
the Sheriff of Union County has returned that
he could find no goods or Chattels of said
William Gabriel and that he had levied upon

the following tract of land to wit: all that tract or
parcel of land situate in the County of Union & State of Ohio on which
said Wm Gabriel now resides viz commencing at George Regd's corner the
corner thence running westerly with said Regd's line to the Big Darley
Creek a few poles above the Milford Bridge thence down said Darley
Creek eight two poles to a corner thence easterly running a parallel
line with said first line so far as to contain two hundred acres of land —

bring all the land in said County to which said William has title
and your orator further represent that they
have been informed and believe that one Joel
Butler and Matthew Matthews, of said
County of Franklin hold a mortgage of the
before described tract of land to secure to them
the payment of the sum of ^{two thousand & ninety one}
Dollars & fifteen cents with interest from the
day of May 1835 and your orator
avere that the said William Gabriel, William
Gabriel Jr, Joel Butler and Matthew Matthews
contriving and fraudulently intending to cheat
and defraud your orator in the premises
and to prevent your orator from enforcing
their said judgments against the land above
-said agreed among themselves that the said
William Jr should pay said Butler and
Matthews the amount due upon said mort-
-gage and take an assignment of said
mortgage to his the said William Jr, and
your orator avere that thus large sums of
money have been paid by said William Jr
to said Butler and Matthews but what

an amount & at what time or times your
orators can not state. And your orators
further represent that said William Gabriel
is apparently insolvent, he having no property
real personal or mixed that can be reached
by execution at law but your orators aver
that heretofore the said William had property
of divers descriptions to a considerable amount
but your orators aver that subsequently to sign-
ing the notes upon which your orators obtained
their said judgments, the said William con-
veyed all or a greater part of his own property
together with all or a greater part of the property
so assigned as aforesaid by said Elias Gabriel
to his sons the said John & William Gabriel Jr
with intent to defraud the creditors of his
the said William, and your orators further
represent that the said John & William Jr
prior to the receipt of property as aforesaid
from their said father were men of small
means but that since said conveyance said
John and William Jr are ostensibly the owners
of a large amount of property and are trading
farming and doing divers sorts of business
extensively and your orators further aver that

the said William John & William Jr—
are contriving to cover up and keep from just
creditors the property of said William and
that therefore they pretend that the said
William Jr has contracted to purchase said
mortgage of said Butcher and Matthews
when in truth and in fact the agreement
and arrangement now and is that said
mortgage shall be bought by said William
Jr with money furnished or to be furnished
by said William ^{or property or proceeds of property} or with money, derived directly
or indirectly from said William by said William
Jr subsequently to the signing of the notes aforesaid
upon which are founded the aforesaid judgments
of your orators, all which acts and doings
are contrary to Equity and good conscience and
serve to hinder and defraud your orator in the
collection of this just debt. Your orators

therefore pray your most gracious writ of
subpoena or some other process or direction
by which the said William Gabriel, William
Gabriel Jr, John Gabriel, Joel Butcher, and
Matthew Matthews may be brought before
this Honorable Court and that when so
before this Court they may be held severally to

answer the several allegations of this bill
as particularly ^{independently} thereto, specifically interrogated
and especially that the said William Gabriel
William Gabriel Jr and John Gabriel may upon
their Corporal oaths answer what property if
any they received of said Elias Gabriel dec'd of
what it consisted, of what value and what
disposition they have made of the same, That

the said Butcher and Matthews may upon their
Corporal oaths answer whether they hold a mortgage
upon the property and land herein before described
and if so for what amount said mortgage was
originally given and whether any thing and if any
thing how much has been paid upon said debt
so secured as above stated, Whether they ever made
an agreement with said William Gabriel Jr to assign
to him said mortgage upon being paid by said
William Jr the amount due upon said mortgage and
if so at what time said agreement was made
how much said William Jr has paid in pursuance
of said agreement and at what time or times
said payment or payments if any were made
and whether they have assigned said
mortgage to said William Jr or to any other
person And that the said William Gabriel

Jr may further answer and say from what
source he derived the funds to pay said Butcher and

and Matthews and whether he did not agree
to take an assignment of the mortgage afore-
said to ^{from} said Butts & Matthews, and hold
the same in trust for his said father, And
you orator prays that an account may be
taken of the moneys due upon said mortgage
to said Butts and Matthews and of the
amount received by either or all said de-
fendants from said Elias Gabriel deceased and
that said land so mortgaged as aforesaid may
be sold and the proceeds after first paying the
balance if any shall be found due to said Butts
& Matthews be applied in discharge of the aforesaid
judgments of your orator, and that your ^{Honour} will
upon final hearing order a decree and decree
that the said William Gabriel Within Gabriel
Sr and John Gabriel account to this Court
for the moneys property or effects so assigned
as aforesaid by said Elias Gabriel deceased
that the same may also be applied in dis-
-charge of your orator judgments aforesaid
And that you will grant such other and
further relief as Equity and good conscience
may warrant and the ends of substantial
and impartial justice require and Your Orator
as in duty bound will ever pray G. J. Mason

An Stirling & Gilbert
Sole for Compells

Union Com. Pleas

G. Swan et al.

vs

W. Gabriel et al.

Answer of Bulter & Maltby

Filed May 1st 1836

M. Strong
Clerk

Recd

Copied

The answer of Butts & Matthews by M. Matthews to the Bill filed against them and others by G. Swan and others in Union Court.
Pleas.

This respondent for answer to said Bill or so much thereof as he is advised is material for him to answer unto says, that he is one of the firm of Butts & Matthews named in said Bill and that he took upon himself the principal management of their said claim against the defendant Gabriel - that their claim consists of a mortgage bearing date the 2nd day of May

A. D. 1833 and a judgment for the same debt for the sum of ~~Twenty two hundred twenty seven~~ ^{Twenty two hundred twenty seven} Dollars and ⁷¹ cent with costs of suit which Judgment was rendered on the 2nd day of June A. D. 1834 or thereabouts - that some time after the rendition of this Judgment execution issued thereupon and this respondent was about proceeding to make sale of the mortgaged premises, when the said William Gabriel Jun. made application to this defendant and wished to know if the sale could not be delayed if he the said William would undertake to make some payments on said Judgment, the said William giving as reason that he did not wish his ^{aged} Father turned off the place. This respondent considering the property hardly sufficient to secure the debt accepted the proposal of said William G. and accordingly the said William made two payments to this respondent one for the sum of 684 — Dollars .22 cent on the 8th day of December 1834 and the other for Three hundred — Dollars — ~~at~~ on the 29 day of April 1835. and no other payments have been made - This respondent knows nothing where said William obtained the said money whether it was his own or his Father's - except that 684.22 which was receipt of B. Comstock & Co of Columbus for lot of Hogs

This respondent in further answering says, that there was no agreement between him and said William H. in regard to any assignment or transfer of said mortgage or Judgment, the said William H. promised to pay some money X and this respondent agreed that the sale should be postponed, which was the sum and substance of the agreement between them - This respondent further says that he believes no other arrangement was made by his partner said Butler and that this respondent managed as he believes the whole concern -

This respondent is willing that a sale of said premises should be made and insists that out of the proceeds this said Judgment is to be first satisfied -

He desires all fraud and unlawful combination and says to be him dismissed with his costs -

Witness his hand
Breth & Malters

The State of Ohio - Franklin Co. H.

Personally came before me the subscriber Matthew Malters and made solemn oath that all the matters and things stated in the above answer or from the information of others he believes to be true and all the other matters and things in the same certain are true in fact -
Sworn to & subscribed this

26th day of April 1836
before me
Warren Jenkins
Justice of the Peace in &
for said county

Matthew Malters

Minor Com & Res

Mr Na Kapon

• 3 answers

W^m ~~Na~~ Gabriel

Filed Feb-22-1837

By Strong
CVR

Recd

Wm. Gabree Jr } in Chancery
vs
Swan & Kesson }

The further Answer of the Said William Gabree
to the Amended Bill of Com Plaintiffs

This Defendant answering says that at
the time he made the said payments to or
deposits with the said Buttes & Mathews like defen-
dants he took two receipts and no other
writing whatever the said receipts as to their
tenor and operation will show for themselves
and vice (nothing preventing) be shown to
the Court when in session

Wm. Gabree Jr

Wm Gabree Jr being duly sworn says that
the matters and things set forth in the foregoing
answer are true

Wm. Gabree Jr

Wm. Gabree Jr

Sworn to before me this 22nd day of Feb
May 1837

Com in Chancery

Minor Common Pleas

Wm Gabriel Jun

^{vs}
G Swan et als

Answer

Filed June 27 1836

J. H. Blingch

Recd

Copied

\$95.

The separate answer of Mr. Gabriel In defendant to a bill of Mr. W. Kasson & Susan Complainants exhibited against himself and others

This defendant now comes and for answer to the said bill says that he admits the existence of the Judgments of Complainants as well as the debts of the same and is informed and believes that the said Judgments were obtained on notes of hand signed by Mr. Lee as security, that Mr. Lee received by assignment from Elias Gabriel property real and personal to the amount of \$3,360.75 on sale, to the best of the knowledge remembrance and belief of him this defendant, that this property was assigned to him this defendant and John A. like defendant, at so much thereof as was not sold by private sale before the 10th of June following the assignment to Mr. the Elder in the year 1838 that this defendant acted awhile in company with John Gabriel in selling and disposing of said property that this defendant then accounted with John and his father Mr. the Elder and paid over ^{all} monies which had come to his hands arising from said property of said Elias in any way except the small debt before that due this defendant from said Elias, which said said sum has since been paid under a decree ~~of~~ of this Court in favor of Mr. W. Kasson. ^{defendant} This ^{acted} then after having aided John who as well as him this defendant, as the agent of Mr. the Elder for a short time left the matter to be closed by the said John, since which he this defendant knows nothing of this business except from information, This defendant know by information that the property of said Elias was received by said Mr. the Elder to enable him to discharge his liabilities on said Elias account without the sake of his own Mr. the Elder property and that it was the exertions of this defendant to make it do so. This defendant denies that he and John A. like defendant received any other property either from Elias or Mr. the Elder except the property so assigned to Mr. the Elder which he had received ~~of~~ as this defendant is informed and believes of the said Elias, and that as for this defendant he never received any property from the said Elias in trust for any purpose whatever nor in any other manner than this defendant came by purchase from any other merchant, nor subsequently to the signing of said notes by Mr. the Elder has this defendant received any property what ever except as above, These Charges in Complainants' said bill this defendant denies this defendant denies ever having agreed to take an assignment of the said mortgage in favor of Buttles and Mathews as charged in Complainants' said bill but says that he agreed to deposit money with the said Buttles and Mathews on this understanding alone and no other that if when they had said land sold this defendant should buy said land at the sale then the money so deposited was to go in part payment of said mortgage that if this defendant should not

So my said land at the sale then the money so deposited was to be returned to him this defendant & that this contract or understanding was entered into by this defendant with ^{no} intention on his part to injure other creditors of Mr the Elden but that it might be sold and bring what the land was worth for this use that this defendant refused to take an assignment of said mortgage, this defendant denies that in this contract Mr the Elden bore any part what ^{ever} nor was he to furnish this defendant with money to pay for said land so to be sold either in part nor nor all nor was this defendant directly or indirectly to hold the same (should he purchase it) in trust for the said Mr the Elden under this understanding this defendant deposited with said Butts & Mathews \$684.22 cents on the eighth day of December 1834 and \$300.00 on the 29th day of April 1835. The first payment was made from the proceeds of hogs in the rearing purchasing or fattening of which the property of the said Elias or Mr the Elden ~~or assignor~~ the proceeds of either were in any manner direct by or indirectly concerned and the last payment I borrowed in bank in Columbus and still owe for the same. This defendant denies all fraud and combination whereof he stands charged in Complainants said bill in endeavoring to cover up and keep the proceeds of said property from Just Creditors but states that he has nothing to do with this matter. As to the Apparent pouring of him this defendant and John a like defendant before the assignment of Mr the Elden and the said Elias and their now apparent large means this defendant states that before said assignment for about 5 years they farmed in Company that they still farm in Company, that since they have not increased their farming lands to ~~of~~ but the amt of but a few acres that what they come by their business as farmers they have made.

Wm Gabriel

I Mr Gabriel in being duly sworn depose and say
that the matters and things which are stated in the foregoing
answer as from the information I believe to be true and
that all the several other matters and things set forth therein
in substance and in fact

W. Gabriel

sworn to and subscribed before me the 27th day of June

AD 1856

David Bernham J. P.

Union Common Pleas
Wm Gabriel Sur
vs
Swan et als

Answer

Filed June 27 1836

Wm Strong clk

Recd

Copied

\$1.20

The Separate answer of William Gabriel son to a bill
exhibited against himself and others By Mr. M. Nasson and
J. Swan Complainants

This defendant now comes and for
answer thereto says that he admits the existence of the Judgments
as set forth in Complainants' bill. That the Notes on which said
Judgments were obtained were signed as security by this defendant,
that he admits the death of said Elias as charged. This defendant
received by assignment from the said Elias in his life time and on
or about the 27th of April in the year 1833 property to the amount
of \$3,360.75 as near as this defendant has been able to ascertain
This amt. consisted of the following described property Two lots
in the town of Middleburg Logan County with their privileges
and appurtenances. five head of Horses one Two Cows. one of
which died shortly after on the range and was wholly lost
the mer. &andise on hand and owned by said Elias consisting
of such things as had not been sold in the preceding winter
also the Notes and Book accounts of the said Elias were recei-
ved by this defendant. The Lots were sold at private sale
the personal property was with few exceptions sold at public
auction by the Auctioneer of the County of Monon and any which
was not sold at auction was disposed of to the best advantage
by private sale. The money arising from the sales have
been collected and accounted for to this defendant and
this Court in a former case with the exception of a sum
~~all amount which it is not expected from the condition~~
~~of the debtors will ever be collected amounting in all to~~
about ~~_____ dollars~~, this property was received by this defen-
dant to enable this defendant to pay the debts of the said
Elias for which he was security without selling the private
property of him this defendant for that purpose. but this de-
fendant denies that he understood that the note of Bond
& Wallace, the basis of J. Swan Complainants' Complaint
was one that he this defendant signed on account of the
indebtedness of the said Elias. He this defendant says that
subsequently to the signing of said notes he assigned to the said John
and William no property whatever of any description except the
property received of said Elias, that in this assignment they
or John principally acted as an agent in attending to the
sale of the property received of said Elias that he accounts
with this defendant for the monies arising therefrom with
the exception of the ~~the~~ percent allowed to him for so atten-
ing to the business and his own and Wm's debts which has
been heretofore accounted for to ^{this} Court under a decree in
favor of said Mr. M. Nasson Complainant, that this defen-
dant was ~~the~~ ^{the} owner of ^{of but a very small amount} the property for years before
the signing of said notes except his household goods and
the land specified in Complainants' said bill this defendant
denies all participation in the contract charged Complainants' said
bill between this defendant Wm. H. Younger and Buller &

Mathews and says that he has no knowledge of any intention
on the part of Wm the younger to purchase an assignment of
said mortgage as charged nor has this defendant at any time
agreed to furnish money to the ^{said} William for that or any other purpose
as charged in Complainant's said bill or for any other purpose
whenever. This defendant here charges that the note given to
Bond & Walbridge on which Complainant G. Swan. Sued and
now complains was fraudulently obtained by said Bond & Wal-
bridge and further that said Bond presented said note as it
at first stood informing this defendant that the proceeds of the
same when discounted at Bank was to go in advance^{ment} of the
son of said Bond, ^{and said Elias} that the son so advanced was going in to part
partnership with said Elias the son of this defendant in Merchandis-
ing, that said Elias was doing a good business and was perfectly
safe and that this defendant might at least give his name to
and for the use of said Partnership about to take place, This deft
says further that said note was returned after being so signed by this
defendant
because as was alleged said note was not sufficiently formal
when this defendant under the same intention and none other
(that is of aiding the young men when commencing in Company,
as had been represented to this defendant by said Bond signed
the note in the form it now stands. This defendant further char-
ges that the false representations of the said Bond to this defendant to
procure
his signature to said note were well known unto said G. Swan
Complainant, that this defendant took as this defendant believes
and is informed before he took an assignment of said note, that
this defendant took counsel of said Complainant (he being an
attorney and Counsellor at law) before the assignment to him of
said note by Bond & Walbridge or other person as this defendant
believes, with reference to the this note, that is, whether it could
be collected or not, of this defendant, that this defendant un-
derstood him to say that ~~he~~ he Swan that, that we could fight
them out of it if said note was not assigned to a third person
for which counsel and advice this defendant says that he
paid said Complainant two dollars, this defendant states that
of the moneys arising from the property received of Elias &c this
this defendant has paid a part to creditors of the said Elias and
that this defendant does not believe that in equity and good
conscience and part of what remains ought to be paid on the
Judgment arising from this note and this defendant denies all
fraud or combination with any or all of like defendants as charged
in Complainant's said bill and prays henceforth to be dismissed
with his costs in this behalf expended W. William Gabriel

W. Lawrence Sol for deft

Wm Gabriel being duly sworn depose and say that the matters and things which are stated ~~and~~ in the foregoing answer as from the information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and fact

William Gabriel

Sworn to and subscribed before me this 27th day June
A D 1836

David Beunhays J. P.

This defendant having thus fully answered the allegations in Complainant's said bill contains pray the aid of this Court's writ of Subpoena to Compel an answer on the corporate oath of John one of Complainant's in the said bill to the following interrogatories that is

1 Was said Complainant or was he not informed by this defendant of the manner his this defendant's signature was obtained to said note on which he complains before he took an assignment of the same. Is said Complainant the owner of said Judgement beneficially, as well as nominally. If said Complainant is not the owner who is. Did or did not said Complainant act as the agent of the present owner in interest of said Judgement in receiving said assignment from Bond and Walbridge.

Was said Complainant consulted as an attorney at law and solicitor in Chancery with reference to this note whether it was recoverable from this defendant, was he paid for said advice. Did said Complainant not counsel said Bond & Walbridge afterwards to ensure the collection of said note to assign the same to a third person, did said Complainant not counsel the beneficial owners of said Judgement to take the said note by assignment to ensure its collection, from this defendant.

Wm Gabriel Sworn

By
W. B. Beunhays
his del in Chancery

Union Firm Pleas

Justams Inman
& Wm W Rapon

vs

Wm Gabriel & others

Recd

The acknowledgment above tenor of this instrument
Mar 3 1876

Wm Waltham
Jm Beards

State of Ohio Union County

To the Sheriff of said Franklin County Greeting
We Command you to Summons Joel
Buttles & Matthew Matthews to appear
forth with before the Honorable the Judges
of the Court of Common Pleas of the said
County of Union to answer unto Gustavus
Swan & Lem M Kapan the matters & things
set forth in a Bill in Chancery filed
against them & W^m Gabriel W^m Gabriel jr &
John Gabriel & this they shall in no
wise omit under the penalty of One
thousand Dollars & have you then this
writ Witness the Honor J R Swan Pres
Judge Judge of S^d Court at the
Court House in said County this
10 day March A^d 1836

Silas G Strong Clk

money as set forth in the original bill and the amount of said
Methuen Church - and let the same out in mortgage - or whether the
party were indorsee in favor the mortgage -

J. Swan and

Marling J. Gilbert

Sole for Compt

J. Swan and
Wth amended bill -
William Gabriel and

Filed Oct 10th 1836

Silas G. Strong
Att^y

Rece

To the Honorable the Court of Common Pleas within & for
the County of Union & State of Ohio in Chancery sitting -
Your Orators Gustavus Brown and William M. Raper of the County
of Franklin in said State of Ohio Represent that on the third day
of March 1838 your Orators filed their original bill of Complaint in
this Court against W^m Gabriel Senr W^m Gabriel jr John Gabriel &
Buttles & Matthews thereby praying that certain lands in the original
bill described should be sold and the proceeds applied in liquidation
of certain judgments they had before that time obtained agst the
said W^m Gabriel Senr and also that certain moneys which had
been received by said W^m Gabriel Senr from Elias Gabriel in trust
to pay the claims of these Compls among others should be paid
into Court by the said W^m Gabriel Senr Trustee as aforesaid for
great relief Your Orators further represent that the said Defts
all appeared and put in their answers to the said original bill
as by the said original bill ~~and~~ of answers now remaining in this Court
will more fully appear -

And your Orators would further represent that at the October
Term of your honorable Court leave was given to said Compls
to file an amended bill - Your Orators therefore charge in this
their amended bill that William Gabriel Senr has received
of Elias Gabriel who is now deceased a very large amount of
money in trust to pay the claims amongst others that at
least \$1700 of seventeen hundred dollars of this is in his hands
unaccounted for - Your Orators therefore pray that the said
William Gabriel Senr may upon his Corporal oath answer & say
whether there is not in his hands of the money Rec^d from Elias as
aforesaid a large amt of money for which he has not account
and in making this answer shall set forth the whole amt
rec^d by him and the whole amt p^d out, and to whom -
And that William Gabriel jr may answer and say what
moneys was given him by Buttles & Matthews & when he made
payments to them as set out in the original bill & his answer thereto
and that he set the same out in writing - And that Buttles
& Matthews, in their answer and say what moneys they gave
William Gabriel jr - if any when he made their payments of

Revised a Th^o within 13th Decem^r & altered copy
then plea of Respondeo

Prinings	43
Issues	35
Copies	45
to Mr St M	125

Univ^{er} Com Pleas

W^m M Kapm &
Gustavus Swan

W^m Gabriel v^{er}the

Reed

State of Ohio Union County

To the Sheriff of Said County Greeting
We Command you summons Wm Gabriel
Wm Gabriel Jr & John Gabriel To appear forth
with Before the Honorable the Judges of the
Court of Common Pleas to answer unto
Gustavus Swan & Wm McKason the matters &
things set forth in a Bill in Chancery filed
against them and Joel Buttle & Matthew
Matthews - & this they shall in no wise omit
under the penalty of one hundred dollars
& have you then there this writ

Witness the Honorable J R Swan Esq
President of our Said Court at
the Court House this 3^d day March
A.D. 1836

Edw G Strong Clk

Marion Cannon Pleas

John Gabriel et al

vs
G Swan et al

Answer John Gabriel

Filed June 27 1836

Shuang M

Recd

Copied

#75

The separate Answer of John Davie one of the Defendants to a bill filed against himself and others by Mr M Kesson and John Complainants

This defendant now comes and for answer to said bill says that he admits so far as is charged in complainants said bill in reference to notes, the signing of Mr the Elder as security the assignment entered there on, and the death of said Elias, that said Elias in his life time ^{to Mr the Elder} assigned a ~~part~~ amount of property that property consisted of two lots in the Town of Middleburg Logan County Ohio, five head of young horses one cow ^{the} remains of a stock of goods, notes of hand and Book accounts, that Mr the Elder on or about the tenth day of June succeeding the assignment of the same to him assigned the same, so far as then remained unsold to him this defendant and William the younger, that the same was put to sale principally at auction excepting the lots which were sold at private sale; that, clear of the costs and charges incurred in disposing of the same, ^{to Mr the Elder} he this defendant, receiving nothing in pay for their most strict ^{attention} and ablest exertions said property amounted to \$3,360.75. that Mr the younger aided this defendant for a short time probably three months in attending to this business that he then left the whole to be closed by this defendant, that this defendant paid over from time to time all he ever received from the avails of this property to Mr the Elder except a per cent of six on the dollar and a small debt due himself from said Elias, that there have since been paid in obedience to a decree of this ^{court} to Mr M. Kesson former Complainant, that since this defendant has nothing further to do in this matter this defendant admits that said property was given to Mr the Elder to enable him to pay his liabilities on said Elias' account with out seeing his own private property. This defendant denies that he and Mr the younger have received any other property on assignment from Elias or from Mr the Elder since the signing said notes as charged in complainants said bill but says that they have received none other than the property first assigned to Mr Sur by Elias and then by Mr Sur to this defendant and Mr the younger as above stated, this defendant has nothing to go with the mortgage matter charged in complainants said bill, this defendant denies any sudden change in the apparent means of Mr the younger and this defendant and says that they then at the time of the assignment were farmers respectively and practically and they still pursue the same business and none other this defendant denies aiding and conspiring with Mr and Mr the younger to keep and cover up and keep from just creditors the property of the ^{and} Mr the Elder but says that ^{he} pretends nothing about the contract or understanding between Buttes and Matthews and Mr the younger as this defendant has never understood that property or the proceeds of property was to ^{be} furnished by Mr the Elder to the younger to pay in part or all for said farm but on the contrary

This defendant has always understood and believed that the Contract between Mathews and Wm the Younger was entered into by Wm the Younger without any assistance or promised assistance on the part of Wm the Elder and that Wm the Younger should be buy said Land at the Sale would ^{be} the same free of and from all incumbrances or trusts in favor of Wm the Elder This defendant denies all fraud and Contumacious whereof he stands charged in Complainants said bill and having thus fully answered he prays to be hence forth dismissed with his costs &c

John Gabriel

I John Gabriel being duly sworn depose and say that the matters and things which are stated in the foregoing answer as from the information of others I believe to be true and that all the several other matters and things therein set forth are true in substance and fact

John Gabriel

sworn to and subscribed before me this 27th day June A D 1836

Daniel Burnham J.P.

G Swan & Wm M. Rippon

vs

Wm Gabriel Seneca et al

Forsyth

Served by Reading
and delivering to
Wm Gabriel Seneca
a certified copy

th Clarke Sheriff
June 2nd 1837

Sevic ————— 35

copy ————— 46

Mil ————— 25

\$106

Done June 3 1837

G. Brown & Williams. M. Kaffan

vs

William Gabriel Senior

In Chy
Union Com Pleas
April 1st 1837

This day came the parties by their Counsel, And the Court having carefully examined the bill answer and exhibits and heard the arguments of Counsel, and being fully advised in the premises do find that there is in the hands of the said Defendant William Gabriel Senior, as trustee of money placed in his hands to be applied in satisfaction of certain claims eighteen hundred seventy three dollars and seventy five cents, which has not been applied - That there is due on the Claim of William M. Kaffan, which ought to be paid out of the said trust fund the sum of nine hundred and twenty nine dollars - It is therefore ordered adjudged and decreed that the said William Gabriel Senior pay into this Court on or before the first day of the next term of the same of the said sum of nine hundred and twenty nine dollars the amount due the said Kaffan, out of the said trust fund in his hands; And in default thereof that he the said William Gabriel Senior show cause if any he has on or before the second day of the said next term of this Court, why an attachment should not issue against his body, for a Contempt of the authority of this Court, until such time this cause is continued.

And now at this day to wit the second day of June in the year 1837 ~~of the said~~, the said William Gabriel Senior having failed to comply with the order of this Court made herein at last term either by paying the money into this Court on or before the first day of this term ~~of the same~~, or to show any cause by the second day of this term why an attachment should not issue against his body for a Contempt of the authority of this Court - It is therefore ordered and adjudged by the Court here that the said William Gabriel Senior, comply with ^{the} requisitions of the order of this Court made herein ^{by tongue} ~~at the last term of the same~~, ^{on} ~~at~~ ^{eight} ~~at~~ ^{o'clock} ~~of the same~~, and in default thereof that an attachment for the Contempt

Specie forthwith against the body of the said William
Gabriel some

A true Copy of the journal entries in the above case

Attest

James H. Gill Clerk

G. Swan vs W. M. Kapne

vs

W. Gabriel Senior for

Forthwith

A true Copy

Attest -

R. Clark Sheriff
June 2nd 1837

J. Swan & Williams & M. K. Rapson
vs
William Gabriel Senior & als

In Chancery
Union Court Pleas
April 1st 1837

This day came the parties by their counsel, And the Court having carefully examined the bill answers and exhibits, and heard the arguments of counsel, and being fully advised in the premises do find that there is in the hands of the said William Gabriel Senior, as trustee of money placed in his hands to be applied in satisfaction of certain claims eighteen hundred seventy three dollars and seventy five cents which has not been applied; That there is due on the claim of William M. Rapson which ought to be paid out of the said trust fund the sum of nine hundred and twenty nine dollars. It is therefore ordered adjudged and decreed that the said William Gabriel Senior pay into this Court on or before the first day of the next term of the same the said sum of nine hundred and twenty nine dollars the amount due the said Rapson, out of the said trust fund in his hands; and in default thereof that he the said William Gabriel Senior show cause if any he has on or before the second day of the said next term of this Court, why an attachment should not issue against his body, for a contempt of the authority of this Court, until which time this cause is continued.

And now at this day to wit the second day of June in the year 1837 the said William Gabriel Senior having failed to comply with the order of this Court made herein at last term either by paying the money into this Court on or before the first day of this term; or to show any cause by the second day of this term why an attachment should not issue against his body for a contempt of the authority of this Court. It is therefore ordered and adjudged by the Court here that the said William Gabriel Senior comply with the requisitions of the order of this Court made herein at the last term of the same by tomorrow morning at eight o'clock, and in default thereof that an attachment for the contempt, issue forthwith against the body of the said William Gabriel Senior. A true copy of the journal entries in the above case. Attest
James H. Gil, Clerk

Union Com. Pleas

Court of Com. Pleas

v } attachment

William Gabriel senr.

Returned by the
Demands being settled
with the parties

R Clark Sheriff

Expn ——— 35

Mil ——— 25

60

Filed Feb. 8th 1838

James H. Rice Clerk

State of Ohio
Union County

To the Sheriff of said County Greeting

Whereas on the 31st day of March 1837 the following
order was entered on the Journal of the Court of Com.
Plcas within and for said County to wit G. Swan
and William M. Rapou v William Gabriel Sen.

and thus this day came the parties by their counsel and the
Court having carefully examined the bill answer and exhibits &
heard the arguments of counsels and being fully advised in
the premises do find that there is in the hands of the said
Deft William Gabriel Sen. as trustee of money placed in
his hands to be applied to the satisfaction of certain claims
Eighteen hundred seventy three Dollars and seventy five cents
which has not been applied, that there is due on the claims
of William M. Rapou which ought to be paid out of the said
Trust fund the sum of nine hundred and twenty nine Dollars
It is therefore ordered adjudged and decreed that the said
William Gabriel Sen. pay into this Court on or before the
first day of next Term of the same the sum of nine hundred
and twenty nine Dollars the amount due the said Rapou
out of the said Trust fund in his hands and in default thereof
that he the said William Gabriel Sen. show cause if any he
has on or before the second day of the said next term of this
Court why an attachment should not issue against his
body for a contempt of the authority of this Court. And
whereas was entered on the Journal of said Court the fol
lowing order to wit And now on this day to wit the second
day of June in the year Eighteen hundred and thirty seven
the said William Gabriel Sen. having failed to comply with the
requisitions of this Court made therein at last Term either
by paying the money into this Court on or before the first day
of this Term or to show cause by the second day of this Term
why an attachment should not issue against his body for a
contempt of the authority of this Court It is therefore ordered
& adjudged and decreed by the Court here that the said William
Gabriel Sen. comply with the requisitions of the order of this Court

made herein at the last Term of the same by to
morrow morning at eight o'clock and in de
fault thereof there an attachment for the contempt
of the court against the body of the said William
Gabriel Senr And afterwards to wit on the 3^d a
day of June in the year 1837 the following
order was entered was entered on the docket
of said court to wit The order heretofore
made on yesterday having been served on the said Gabriel Senr
& he having failed to appear show cause &c It is ordered by the
court that the said Gabriel Senr pay into the hands of the Clerk
of this court within thirty days of the rising of said court the
ofersaid sum of nine hundred and twenty nine Dollars money
held by him in trust for the Creditors of E. D. Gabriel among which
is the said Kapon and in default thereof that an attachment
of the court against the body of the said William Gabriel Senr return
able at the next Term of this court

And whereas the ofersaid orders have not been complied with
you are therefore commanded to attach him the said William
Gabriel Senr by his body so that you have him before our court
of Common Pleas of the said County of Union on the first
day of their next Term to answer for the contempt of the
Authority of our said court ofersaid

Witness James H. Gice Clerk of the Court of Common
Pleas within and for said County of Union this 10th day of
November 1837

James H. Gice

Minor Com Pleas

G. Swan

no 3

Mr Gabriel

Filed Sept 17 1835

St. James Co. Va.

Copied

G Swan and
Mr McKason

v
Mr Gabriel Sen et al

} Union for Pleas
} In Chancery

Exceptions to the answer put in by the
defendant Mr Gabriel Sen -

1st That said Defendant has not, ^{answered and} set forth
and according to the best of his knowledge
remembrance information and belief ^{whether}
the specific property by him received of Elias
Gabriel deceased

2nd That said Defendant has not in manner
aforesaid set forth and answered, ^{specifically} what he
disposition he has made of said property
so by him received of Elias Gabriel dec'd

3rd That said Defendant has not in manner
aforesaid set forth and answered what
amount of ^{money or} property conveyed to him by said
Elias Gabriel dec'd as alleged in the bill now
remains in his hands

In all which particulars the complainants
insist that the said answer of said defendant is
evasive imperfect and insufficient. Wherefore they
except thereto and pray that the said defendant
Mr Gabriel Sen may be compelled to amend the same
and put in a full and sufficient answer to said
bill

Aug. 24 1846

By G Swan & starting & Gilbert
their Solrs

Serv ————— 74
Mil ————— ~~56~~
85
R Clarke Sheriff

Union Com. Pleas
Court of Common Pleas

v. Attachment

Wm Gabriel Senr

Defendant not found
in my Bailwick

R Clarke Sheriff

Tilca Sept 28th 1837

Jos. H. Gill Clerk

State of Ohio Union County

To the Sheriff of said County Greeting

Whereas on the 31st day of March A.D. 1837 the following order was entered on the journal of the Court of Common Pleas of said to wit P. Swan and Wm M. Kesson against Wm Gabriel Senr et als. This day came the parties by their counsel and the Court having carefully examined the bill answered and exhibits and heard the arguments of counsels and being fully advised in the premises do find that there is in the hands of the said defendant Wm Gabriel Senr as trustee of money placed in his hands to be applied in satisfaction of certain claims eighteen hundred twenty three Dollars and seventy five cents which has not been applied. That there is due on the claims of William M. Kesson which ought to be paid out of the said trust fund the sum of nine hundred and twenty nine Dollars It is therefore ordered and adjudged and decreed that the said Wm Gabriel Senr pay into this Court on or before the first day of the next term of the same the sum of nine hundred and twenty nine Dollars the amount due the said Kesson out of the said trust fund in his hands and in default thereof that he the said Wm Gabriel Senr show cause if any he had why on or before the second day of the said next term of this Court why an attachment should not issue against his body for a contempt of the authority of this Court And afterwards was entered on the Journal of said Court the following order to wit And now at this day to wit the second day of June in the year Eighteen hundred and thirty seven the said William Gabriel Senr having failed to comply with the requisitions of this Court made herein at last term either by paying the money into this Court on or before the first day of this term or to show cause by the second day of this term why an attachment should not issue against his body for a contempt of the authority of this Court; It is therefore ordered and adjudged by the Court here that the said William Gabriel Senr comply with the requisitions of the order of this Court made herein at the last term of the same by tomorrow morning at eight o'clock and in default thereof that an attachment for the contempt issue against the body of the said William Gabriel Senr. And afterwards to wit on the 3^d day of June in the year 1837 the following order was entered on the Journal of said Court to wit, the order heretofore made

on yesterday having been served on the said Gabriel Senr he having failed to appear and show cause &c It is ordered by the Court that the said Gabriel Senr pay into the hands of the Clerk of this Court within thirty days from the rising of said Court the aforesaid sum of nine hundred and twenty nine dollars money held in trust by him for the creditors of E. D. Gabriel among which is the said Kesson and in default thereof that an attachment issue against the body of the said Wm Gabriel Senr returnable at the next Term of this Court.

And whereas the aforesaid orders have not been complied with you are therefore commanded to attach him the said William Gabriel Senr by his body so that you have him before our Court of Common Pleas of the County of Union on the first day of their next Term to answer ~~unto~~ for the contempt of the authority of our said Court aforesaid

Witness J. R. Swan President Judge of our
said Court of Common Pleas this 13th day of July A.D. 1837

J. A. Gill Clerk C. P.

To be true

William Gabriel Junr

Sworn to and subscribed before me this 14th
day of February 1837

Daniel Burnham J.P.

Mr Gabriel Junr
^{us}
Sworn to & sworn

for the answer

Filed Feb 14 1837
W Strong
Reed

copied

Mr. Gabrice vs. Union Com. Pleas

^{vs}
J. Swan & Mr. M. Kason

The further answer of Mr. Gabrice in
to the amended Bill of Complaint exhibited
by J. Swan and Mr. Kason against himself
and others

This defendant further answering
saith that he received no money of said E. Gabrice
but that the property of every received by
this defendant from said E. D. Gabrice
amounted to \$3,360.75, three thousand
three hundred and sixty dollars and ⁷⁵/₁₀₀
that there has been paid out of the aforesaid
sum \$939.00 to the Franklin Bank of Columbus
\$251.00 to Joseph Covett of Logan County
\$45.00 counsel fees in collecting said debts
\$252.00 the amount of just paid John X.
Mr. Ir including their debts. which said last
item has been accounted for by said John Gabrice
and Mr. Ir in obedience to a decree in
favor of Mr. M. Kason at a former term
of this court.

\$1,873.75 one thousand eight hundred and seventy
three dollars and ⁷⁵/₁₀₀ remain unappropriated in the payment
of debts. and having thus fully answered this defen
dant prays to be dismissed with his costs &c

W. Calverton
Sol for Df

Mr. Gabrice in being duly sworn saith that the mat
ters and things set forth in the foregoing answer are
true so far as is stated of his own knowledge and
so far as stated on the information of others he be
lieves

Butler & Wathens
vs
Sman & Raison
in Chancery
for the Answer

Filed March 15 1837
S. Strong Clk

Recd

Butler & Matthews vs Union Common Pleas

J. Swan & Wm M Kapon

The further answer of Butler & Matthews to the amended bill of J. Swan & Wm M Kapon filed against themselves & others

These defendants in further answering say that they gave said Wm Gabriel Jr a receipt in writing for so much money at each time as was by him deposited with these defendants that said receipts acknowledged the receipt of so much money on which these defendants were to pay interest if the same was returned to said Wm Jr which they were to do if they received from the sale of the mortgaged premises the full amt of their claim & Int. These defendants retained no copy of said receipts but from the best of their knowledge and belief the above description of said writings are correct

The said money was not endorsed on said mortgage neither to the best of the recollections of these defendants was said money or any part thereof to go in discharge or payment of said mortgage unless said Wm Jr purchased said mortgage premises when the same should be sold by order of the court which purchase said Wm Jr agreed verbally to make by these defendants giving him time for the payments, provided said premises on sale did not amount to more than the claim of these defendants on said premises

And having thus fully answered these defendants pray as heretofore to be dismissed with their costs &c

The State of Ohio Franklin County ss

Matthew Matthews one of the above defendants being duly sworn saith that the matters and things contained in the foregoing answer are true as this defendant verily believes

Matthew Matthews

Subscribed & Sworn to before me this 21st day of Feb^y

1837

John Wood Jus: Peace

in & for the County aforesaid

W. C. Sawdine
Sof for J. P.

Union Com. Pias

John & Em. M. Kasper

²⁵
William Gabriel & others

1838

Chancery Case File

Case No. 1836-CH-0003

No. 36-CH-3

Union Common Pleas Court.

Daniel Call

Plaintiff,

AGAINST
Robt M Kerr et al

Defendant.

JUN TERM 1837

Partition

DECREE FOR PLAINTIFF

Journal 1

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Record No. 3

Page 56.

Ex. Doc.

Page

Cale
in Petition for
~~Keene~~ ~~Particular~~


Filed March 3^d 1836

Saml G Strong
clerk

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

Your Petitioner Daniel Call of the city of
Richmond & State of Virginia represents that he has a legal
right to and is seized in fee simple of an undivided portion
of the following real estate situate lying & being in
the County aforesaid described as follows - Entries N^o
5778. 5641. 5806. & 6495 surveyed for Robert Means
as per a patent to ~~Robert~~ orator as executor of the
said Robert Means deceased containing eighteen
hundred & twenty eight & ~~three~~ acres of land bounded
as follows. Beginning at three large Beeches Northeastly
corner to In^o Holman's survey N^o 4265 & corner to said
Means Entry N^o 5629 running with said line N^o 20° W
177 poles to a hickory ash & sugar tree Southwesterly corner
to Thomas Bowyer's survey N^o 829 thence with his westerly
line North N^o East - 400 poles crossing a branch at 110 poles
& one at 300 poles to two Beeches & a sugar tree Northwest
corner to said Bowyer's survey - thence N^o 88° W - 577 poles
crossing several branches to two hickories Northeastly corner
to Jacob Woolton's survey N^o 3689 - thence with his easterly
line S 7° W - 200 poles crossing several branches to an ash
& two hickories in the northerly line of John Scarborough's survey
N^o 3461 thence with said line S 83° E - 200 poles to three
Beeches Northeastly corner to Scarborough's survey - thence
with another of his lines & course thereof S 7° W - 437 poles

Crooping a branch at 18 and one at 138 poles to a Maple
& two Beeches in the line of Benjamin Gwynes survey
N^o 4404 thence with the said line & the line of Holmes
Survey N^o 80^o E 478 poles crooping several branches to
the beginning - And your Petitioner further represents
that of the said tract of land he is seized in aforsaid of
twelve hundred & seventy — acres and that Robert
McKerr of the City of Richmond aforsaid is seized in fee
simple subject to the rights of Elizabeth Kerr his mother
of five hundred and fifty eight & $\frac{2}{3}$ — acres - Your petitioner
therefore prays that partition of said land may be
made between your petitioner & the said Robert McKerr
and their proper proportions assigned to them according
to their rights respectively - & such other proceedings
may be had in the premises as the law requires -


By Wray Thomas
Solicitor -

Union Com Pleas
Dall

R + E Kern

Held March 29th 1837

Silas G Strong
clerk

ROBERT M. KERR and Elizabeth Kerr will take notice, that a petition was filed against them on the 3d day of March, 1836, in the Court of Common Pleas in and for the county of Union, by Daniel Call, and is now pending; wherein the said Daniel Call demands partition of the following real estate, to wit: Survey Nos. 5773, 5641, 5896, and 6495, of 1828³/₄, lying in said county of Union, and patented to the said Call, as executor and devisee in trust of Robert Means, deceased; and that at the next term of said Court application will be made by the said Daniel Call for an order that partition may be made of said premises.
Feb. 7. .6w

KIRBY & THOMAS, Sols. for Pets.

The State of Ohio, Franklin County:

Chas. Scott being duly sworn, deposeseth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper in general circulation in the county of ~~Union~~, *Six* consecutive weeks, from and after the *7th* day of *February* 1837
Chas Scott

Sworn to, and subscribed, before me,
this *27* day of *March* 1837

J. B. Wood

Justice of the Peace,
in and for said County.

Printer's Fees, \$ *1.75* *Y P*
This affidavit, *25*

I have examined this list, by the rolls of the said Maria
Commission, whose report is herewith returned

June 2nd 1837 - H. Clark - 24th Division of

Shewell's Cotts - 50

perquest - 1,00

ditto - 1,50

Devised Case
vs 3rd part of Partition
P. M. Row

To June Term

Filed June 2. 1837
James H. Hill Clerk

The State of Ohio Union County

To the Sheriff of said Union County Greeting

W^o. Command you that by without delay, by the
oaths of William W. Inwin, Joshua Judd, and
Ransom Clements you cause partition to be made
of the following real estate situate lying and being in Union County
of our said town-Entry Nos 5778, 5841, 5808 and 5495 Surveyor
for Robert Means spec and patented to David Call bounded
as follows Beginning at three large beeches w^oth easterly corner to John
Heolmes Survey No 4265, and comes to said Means entry No
5289 running with said line N 20° W. 177 poles to a hickory
ash and sugar tree Southwest corner to John Bowyer Survey
No 829 thence with his westerly line N 7° E 400 poles crossing a
branch at 110 poles & one at 300 poles to 2 beeches & a sugar tree
N.W. corner to said Bowyer Survey, thence N 88° W 577 poles
crossing several branches to two hickories w^oth easterly corner to
Jacob Wooltons Survey No 3689, thence with his Easterly line
S 7° W 200 poles crossing several branches to an ash & two hickories
in the w^oth easterly line of John Scarboroughs Survey No 3401
thence with said line S 83° E 200 poles to three beeches w^oth
easterly corner to Scarboroughs Survey thence with another of his
lines and come thence S 7° W 457 poles to a maple and two
beeches in the line of Benjamin Progers Survey No 4404
thence with the said line and the line of Heolmes Survey
N 80° E 478 poles crossing several branches to the begining
among the following persons and in the following proportions
to wit to Da. Row N. Row subject to the right of his
mother Elizabeth Row 3582³/₈ acs, and to David Call
1270 acs, and if there should be any surplus in the survey
that partition of such surplus be made between the parties in
the same proportion, and that you proceeding in the
premise, you distinctly certify under your hand to our Court
of Common Pleas with you for the said County of Union together
with this writ, Witness the Hon J. R. Moran President-Judge of
our said Court of Com^o Pleas this 10th day of April A. D. 1837 - W. G. Givels

Commissioner's Report
in the cause
of Call
vs
Kerr & al

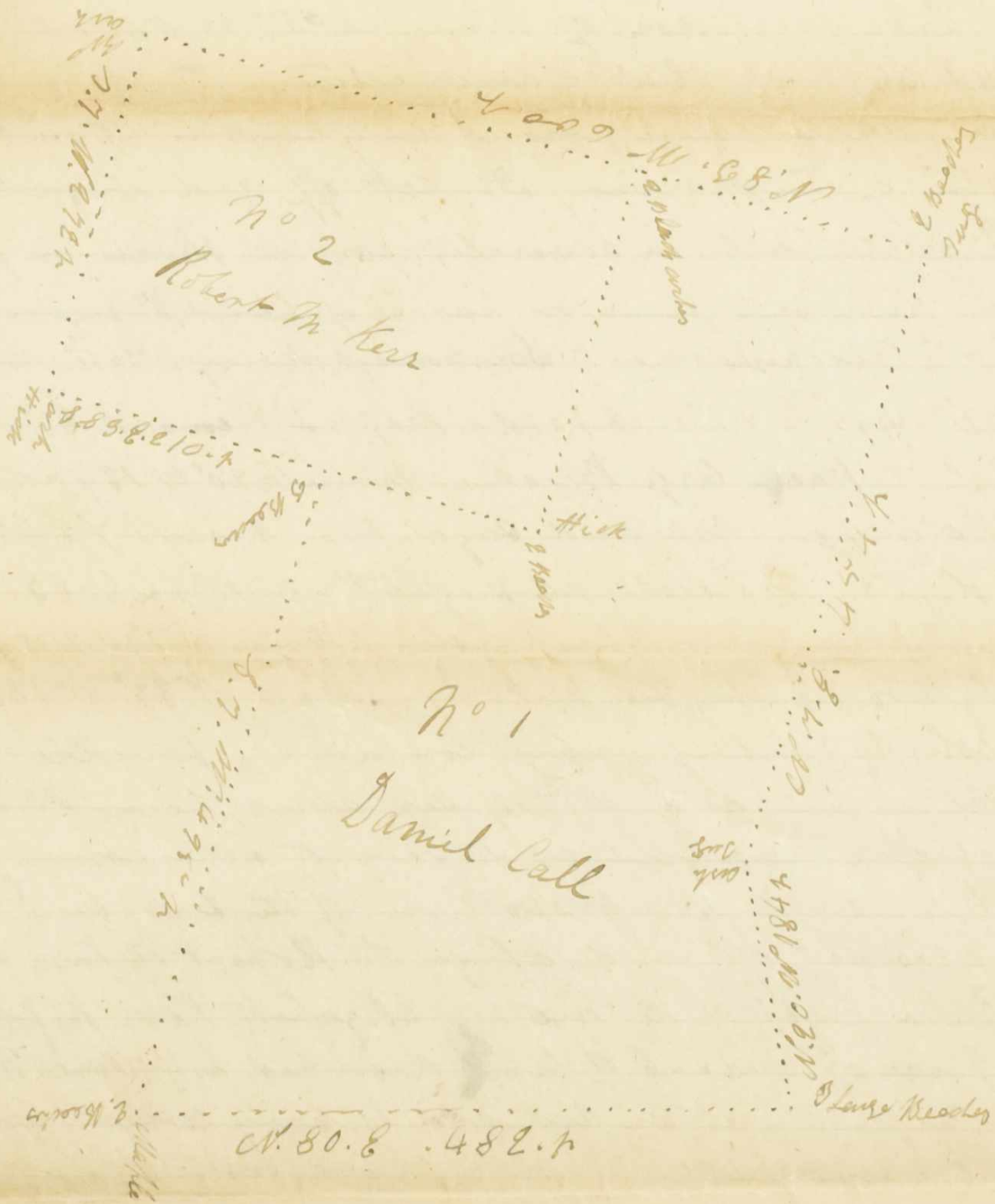
Daniel Call

29
Robert M Kerr et al

We William B Lewis Joshua
Judy and Ransom Clements commissioners appointed
to make partition of Survey N^o 5778. 5641, 5806
and 6495 of 1828²/₃ acres between the parties in
the above cause, being duly sworn, upon actual
view of the premises, Do set off and assign to
Daniel Call in severally for his share the follow-
ing described piece or parcel of Land, 2^d Beginning
at S Beeches corner to Scarborough Survey N^o 3461 - thence
S 7^o W 495 ^{poles} to 2 Beeches and a Maple - thence N 80^o E 482
poles to ~~tree~~ large Beeches - thence N 20^o W 184 poles
to a hickory ash and Sugar tree - thence N 7^o E 454
poles to two Beeches and a Sugar tree - thence N 83^o W
228 poles to two Black ashes - thence S 7^o W 272 poles
to two Beeches and a hickory - thence N 83^o W 162
poles to the Beginning - containing fourteen
hundred and thirty six acres, being the
twelve hundred and seventy acres coming to
him and his proportion of the surplus - We
also set off and assign to Robert M Kerr subject
to the right of his mother Elizabeth Kerr the following
piece or parcel of land described as follows. N^o 2.
Beginning at an ash and hickory corner to Wolsten
survey N^o 3689 thence N 7^o E 272 poles to a white
ash - thence S 83^o E 372 poles to two Black ashes
thence S 7^o W 272 poles to 2 Beeches and a hickory
thence N 83^o W 372 poles passing Scarborough
corner at 162 poles to the Beginning containing
six hundred and thirty two acres, being
the five hundred and fifty eight ²/₃ acres
decreed to him and his proportion of the
surplus - all which will more fully appear
by

Reference to the plat annexed below - Given
 under our hands this 12th day of April 1837.

William B. Lewis
 Joshua Tudy
 Ransom Clements.



Paid Commissioners for 24 days at 1/4 per day	7.50
Paid Chairman	3.75
Paid Marker	1.87 1/2
Paid for Board for the party	5.00
Paid Surveyor's fees for 3 days	6.00
	\$ 24.12 1/2

Chancery Case File

Case No. 1836-CH-0004

No. 36-CH-4

Ⓟ

Union Common Pleas Court.

Wesley Kent

Plaintiff,

AGAINST

Olive Kent et al

Defendant.

MAR TERM, 1837

Partition

DECREE FOR PLAINTIFF

Journal 1

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Record No. 3

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Ex. Doc.

Page

Annexed certain laws heretofore & sixty nine laws passed by the said
Liles Kent at the time of his death. And your Petitioners further represent that
the said Liles Kent left the following heirs & legal Representatives, Count
Abner Kent his (Widow) Hannah Holycroft & Rachel his Wife late Rachel Kent
Charlotte Kent John Kent Meriam Kent Sarah Kent Elizabeth Kent Abby
Kent David Kent Emeralds Kent Elijah Kent Lewis Kent & Solar Kent
his heirs & legal Representatives all of whom your Petitioners pray
may be made Defendants to this Petition. And your Petitioners further
represent that he is a joint Tenant with the above named Defendants to
the said Lewis Hercules & Linty mine lease of land shown enclosed
& that no Portion of the same has yet been made. Wherefore your
Petitioners pray your Honors to grant unto him your writ of Partition
directed to the Sheriff of Union County Commanding him to make Partition
of the premises shown above and according to the provisions of the Statute
in such case made & remain & your Petitioners will &c

Oliver & Son in Atty
for Petitioners

Union County

Writy Kent
vs
Rachel for
3 Portion
The Widow & heirs of Liles
Kent deceased

Filed May 23^d 1836
Liles & Strong Clerk

Oliver & Son in Atty

To the Honorable the Judges of the Court of Common Pleas, within &
for the County of Union Your Obedient Worthy Kent of the County of
Union respectfully represents unto your Honor that he is one of the Heirs
& Legal Representatives of Deas Kent late of Union County who died intestate
and your Obedient Worthy Deas represents unto your Honor that the said
Deas Kent Died seized in Fee Simple to the following Tracts of Land
lying in Union County To wit all the remainder of a Tract of three hundred
& four acres of Land Died to said Deas Kent in his life time by Walter
Deas & Wife except one hundred & fifteen acres thereof taken from the
south side of said Tract & sold & conveyed by the said Deas Kent
in his life time to Ellox Fellington which said three hundred & four
acres of Land so Deceased by Walter Deas to said Deas Kent in his life
time is bounded & described as follows To wit Beginning at a stake at
the Northwest Corner of a Tract of Land conveyed by said Deas & Wife
to John & Sobin on the 24th day of January 1830 thence with his line
S. 8° 10' four hundred & fifteen poles to a stake at his west Worthy Corner
thence N 39° W 159 poles to six bur oaks two from one root &
four from another root an original Corner of Survey N° 74 7/4 thence
N 9° W 55 poles to a stake at the South East Corner of a Tract of Land
that said Deas & Wife conveyed to Ellox Patrick on the 20th day of
January 1829 thence with his line N 8° E two hundred & eighty two poles
to a stake at his North East Corner in the line of Obadiah Smith's Survey
N° 4807 thence with Smith's said line S. 67° E 138 poles to the beginning
containing three hundred & four acres which after deducting the one
hundred & fifteen acres so sold by the Deas Kent in his life time to the
said Ellox Fellington from the south side of said Tract have described
leaves a balance of one hundred & eighty nine acres owned by the
said Deas Kent at the time of his death - also eighty acres of Land
appertaining to the Tract have described bounded & described as follows
To wit Beginning at a Stake in Survey N° 4807 on the Waters of Little
Dorby Creek thence S. 84° E 64 poles to two white Elm & a black oak
thence S. 8° W 210 poles to a stake in the South line of said Survey
& Corner to John & Sobin thence N. 67° W 65 1/2 poles to a stake in
the line of Walter Deas Survey thence N 8° 190 poles to the beginning
containing eighty acres in the same run or lip being part of Survey
N° 4807 Surveyed for Obadiah Smith & Potentia to William Keeton
June 29th 1815 which said two Tracts or parcels of Land have

Union Con Pleas
Wesley Kent
vs R Precupin
The Heirs of Siles
Kut deeso

Filed May 23 1836
Siles G Strong
Clerk

J. G. Strong Esq
Morquille

Union County
Ohio

Alphano 18th May 1836

I by Strong Esq Dr Lee Esquire is a Petition for Partition
of that Estate in favor of Wesley Kent and of the Heirs of
Leah Kent Deceased. You will discover from the Petition the
Witnesses - Olive Kent Thomas Halcyon & Rachel his Wife Charlotte Kent
John Kent Miriam Kent Sarah Kent Elizabeth Kent Mary Kent
David Kent Emmanuel Kent Elijah Kent Lucretia Kent & Solus Kents
are made Defendants. You will please issue a Subpoena in Chancery
for the above named Defendants immediately on receiving this
& give it to your Sheriff with Instructions to Hunt up the Defendants
& if he is acquainted with their place of residence to bring them to
Call on Wesley Kent the Petitioner I want to see them all
of them before Court if possible. In the case of Norton
Bridgman which was an appearance to your last Term I want
to send you a copy of the Declaration when it is filed Esquire
it by mail if no private opportunity occurs

Yours Respectfully
Charles B. Lawrence

I G Strong Esq

Served on the within named John Kent Heron Kent Levi Kent
Charlotte Kent Mashack Kent Elijah Kent Mas Kent Mary Kent
Daniel Kent by handing them a copy of this writ & on
Thomas Holly, Corp & Rachael his wife Olive Kent Sarah Kent
of Bonanville Kent by leaving copy at their Residence

Chanc 9th 1836
Mileage \$145
Dues - - - 150
Copies - - - 195
490

W B Smith Depts for
S Winger Sheriff

Filed from 27
AD 1836
J. H. Strong Clerk

Union Com Pleas
Wesley Kent
Subpoena in
Chancery
The Heirs of
Silas Kent decd

State of Ohio Union County &

To the Sheriff of Said County Greeting

We Command you to Summons Ohio
Kent Widow & Heir of Silas Kent late
deceased Tho^s Hooy Crop & Rachael his wife
Charlotte Kent John Kent Hiram Kent Sa-
rah Kent Meckach Kent Mary Kent
Daniel Kent Enoch Kent Elijah Kent
Levi Kent & Silas Kent to appear before
the Judges of the Court of Common Pleas
of Union County on the 1st day of their next
Term to answer unto a petition in Chancery
filed in our Said Court against them & this
they shall in no wise omit under the penalty
of one hundred dollars & have you then their

Witness J R Swan President of
of our Said Court aforesaid this
23^d day May A^d 1836

Silas G. Strong Clerk
" 2

Kent's album

Silas Kent Died 24th August 1834 in Union County leaving
Aline Kent his Widow - Rachel Holycrop wife of Thomas Holycrop
Charlotte Kent John Kent Hiram Kent Sarah Kent Wesley Kent
Abraham Kent. Mary Kent. Daniel Kent (minor) Emeline Kent (minor)
Elijah Kent Lucia Kent both minors & Solas Kent also a minor
Kent left at his death 269 acres of land in Union County with a small
fraction in Madison - 80 acres of this land was deeded to Kent by a
deed by the name of Bowen the husband of the Widow of Captain
Andrew - The balance of the Land is deeded by Walter Deunto Kent
both these Deeds are Recorded in Union County - Kent in his lifetime
sold 115 acres of the Deed tract which was 300 to Elmer Fullington
taken from the South side of the tract & deeded the Land to Fullington
Wesley Kent wishes this Land partitioned - James Miller William
Jr. & Elmer Fullington are to be selected as appraisers &c

My fees \$10.00 -

P B Smith is Recorder of Union County -

Account against the
Heirs of Silas Kent Esq

Wesley Kent & the Residue of the Heirs of Lilar Kent Deceased in
Account with Messrs & Barrenin _____ Dr.

1857
March 29th To my fee as attorney in obtaining the Partition of the
Real Estate of said Deceased _____ \$25.00

Union Com Pleas

Wesley Kent

on 3 side of partition
the Heirs of Silas —
Kout decaud —

" m "

One Acre — 10⁰/₁₀₀
Mileage 125

Declaratⁿ for Heirs
Com

Union Com Pleas Appraisment
Westley Kent in Partition
W } in partition Kent
Widow & Heirs of Sila Kent

Chauncy

MAR TERM. 1837

1837.

Wesley Kent
125

The Widow & Heirs
of Elias Kent Decd

Petition for Partition of Real
Estate

This Cause coming on to be heard & the
Court being satisfied that due notice of the Pendency of the
Petition has been given to the Defendants named in the Petition
& no sufficient reason appearing why Partition of the
Premises described in said Petition should not be made accor-
-ding to the Prays of said Petition. The Court do therefore order
that a writ of Partition do issue in this case directed to the Sheriff
of this County Commanding him that by the oaths of David Ellitchel
Osborn Smith & James Elliba three judicious & disinterested
Freeholders of the Vicinity he cause to be set off & divided to Olive
Kent the Widow of said Elias Kent her Dower in the Lands &
Premises in said Petition. And that after such Dower is set off
he cause to set off & divide to Wesley Kent the one equal thirteenth
part of said Premises to Thomas Halperop & Rachel his Wife late Rachel
Kent the one equal thirteenth part of said Premises to Charlotte Kent
the one equal thirteenth part of said Premises to John Kent the one
thirteenth part of said Premises to Kieran Kent the one equal
thirteenth part of said Premises to Sarah Kent the one equal thirteenth
part of said Premises to Ellishaek Kent the one equal thirteenth
part of said Premises to Elary Kent the one equal thirteenth part
of said Premises to David Kent the one equal thirteenth part of
said Premises to Emerel Kent the one equal thirteenth
part of said Premises to Elyote Kent the one equal thirteenth
part of said Premises to Luice Kent the one equal thirteenth
part of said Premises to Lolas Kent the one equal thirteenth
part of said Premises and that said Sheriff make return
of his Proceedings under said writ to the next Term of this
Court & that this Cause stand continued.

State of Ohio Union County

To the Sheriff of said County Greeting

We command you that by virtue of the foregoing order you proceed to set of and partition the premises mentioned in said Bill to wit all the remainder of a tract of Three hundred & four acres of Land Deed to said Silas Kent in his life time by Walter Dunn & wife except one hundred & fifteen acres thereof taken from the South side of said Road tract & sold & conveyed by the said Silas Kent in his life time to Moses Fullington which said three hundred and four acres of Land so deeded by Walter Dunn to said Silas Kent in his life time is Bounded and described & Described as follows to wit Beginning at a Stake at the North West Corner of a tract of Land conveyed by said Dunn & wife to John T. Sabie on the 24th Day of January 1830 thence with his line S 8 W four hundred and fifteen Poles to a Stake at his most Westely Corner thence N 32 W 159. poles to Six Run Oaks two from one Root and four from one Root an original Corner of Survey No 74/4 thence N 9 W 55 poles to a Stake at the South East Corner of a tract of Land that said Dunn & wife conveyed to Moses Patrick on the Tenth day of January 1829 thence with his line N 8 E two hundred and Eighty two poles to a Stake at his North East Corner in the line of Obodiah Smith Survey N 4 80/7 thence with Smith line S 67 E 138 poles to the Beginning containing three hundred and four Acres which after deducing the one hundred and fifteen hundred acres so sold by the Silas Kent in his life time the said Moses Fullington from the South side of said tract above described leaves a ballance of one hundred and Eighty nine acres owned by the said Silas Kent at the time of his death also eighty acres of Land adjoining the tract above described Bounded and described as follows to wit Beginning at a Hickory in Survey No 4 80/7 on the Waters of Little Darby Creek thence S 84 E 64 poles to two white Elms & a Black ash thence S 8 W 210 poles to a Stake in the South Line of said Survey and Corner to John T. Sabie thence N 67 W 65 1/2 poles to a Stake in the Line of Walter Dunn Survey thence N 8 190 poles to the Beginning containing Eighty Acres be the same more or less being part of Survey No 4 80/7 Surveyed for Obodiah Smith & patented to Mr. Kutson June 29th 1813 which said two tracts or parcels of Land above described contain two hundred & Sixty nine acres Bounded by the said Silas Kent at the time of his death and that you do by the oaths of said David Mitchell Orson Smith and James C. Miller. Make Report of your Doings - at the next Term of this Court

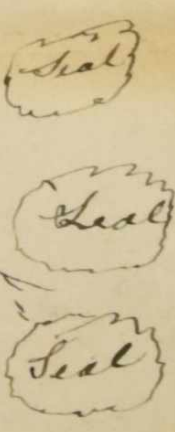


In Testimony Whereof
Witness the Honorable Joseph Robinson
President of our said Court at the
Court House this 13th Day of October
A D 1836
Silas Kent

In pursuance of the above Order I proceeded on the 18th Day of Nov to ^{Summon} Orson Smith David Mitchell and James Miller named in the above writ to appear on the Land mentioned on the 26th Day of November and on the said 26th after Being duly sworn by me they made to me their report that is here annexed
R. Clark Sheriff

We David Mitchell Orson Smith & James Miller being sworn by Ransom Clark Sheriff of Union County to partition the Real estate of Silas Kent late of said Co agreeable to an Order from the Court of Common Pleas directed to said Sheriff have this day viewed said Lands and are of opinion that the premises cannot be divided without materially affecting the value
We therefore have set the Widow Aline Kent her Dowry on said premises in the manner following to wit one equal third part of each tract named and described in said Order bounded up and laying the full length of the East lines of said several tracts of Lands and extending West with parallel lines a distance sufficient to make one equal third part of each tract
We do Appraise the two tracts divided in said Order at eleven Dollars per Acre and we further consider that the encumbrance of the Widows Dowry reduces ^{the} value of the Land on which it is placed three Dollars per Acre more and so our hands and seals this 26th Day of Nov 1836
per for one Day each \$3.00 David Mitchell

Orson Smith
James Miller



1836
Nov
26

Chancery Case File

Case No. 1836-CH-0005

JUL TERM. 1838

No. 36-CH-5



Union Common Pleas Court

Oree Welsh

Plaintiff,

against

Thomas Barrett

Defendant.

JUL TERM. 1838

Judg. Cr. Dept

\$ 118 $\frac{56}{4}$

Journal 2

Page 44

Record No. — —

Page — —

Ex. Doc. — —

Page — —

See Welch
Thomas Barrett ^{vs} Chancery

Petition to foreclose

Filed May 25 1836

Silas G. Strong
Clerk

Amended and refiled

May 18. 1837

James W. Hill
Clerk

\$118.56

To the Court of Common Pleas within and forth County of
Union and State of Ohio in Chancery Sitting

Of the County of Stark and State aforesaid
I see Welch your orator respectfully represents
unto your honors that Thomas Barrett ^{formerly} of the County of Trembule
and same ^{out} ^{now} ^{removed} ^{to} ^{part} ^{of} ^{Union} ^{County} ^{Ohio} may be made defendant to
this bill being seized on pretending to be seized in fee simple of a
certain tract of land situate in the County of Union and State of Ohio
aforesaid and described as follows Beginning at a sugar tree thence
south 10° E. Seven & one poles to a white oak red elm and iron wood tree
thence south 77° 30' W 94 poles and 8 links to one Elm Walnut and ash
thence N 10° W 73 poles to a hickory Elm and ash thence North 78°
35' E 94 poles to the beginning entered in the name of Thomas Kemmer
containing ^{two} acres more or less and the said Thomas Barrett
being in want of one hundred dollars said Thomas did on the ninth
day of June A. D. 1835 to accommodate himself with the money apply
to you orator to obtain the said sum of one hundred dollars that you
orator did so on him the said Thomas the said sum of one hundred
dollars and there upon the said Thomas to secure the said sum of ^{one hundred dollars} and its
repayment to you orator By his deed duly executed and dated on the
ninth day of June 1835 conveyed the same to you orator in fee sim-
ple but subject nevertheless to a condition of defeasance on the
payment of ~~the~~ note of hand for the sum of one hundred dollars said
note is of even date with and accompanied said mortgage and was
payable six months from date as in and by a said deed of mortgage
and note a copies of which are here with filed and made a part
of this bill will more fully appear

Your orator further represents that neither
the said sum of one hundred dollars nor any part thereof was paid
to you orator at the time limited in that behalf where by the estate
became vested in you orator redeemable nevertheless in Equity
on payment of the principal and interest which has become due there
on. That the said sum of one hundred dollars principal and a large
amount of interest there on being due you orator applied to the said
Thomas Barrett and requested him to pay the same to you orator
which he has wither to wholly neglected and refused to do

Your orator therefore prays that ~~the writ of Subpoena~~ ~~issue~~
~~against~~ the said Thomas Barrett ~~that~~ may be compelled to answer
all and singular the premises that an account may be taken of what is due
to you orator for his principal and interest upon said mortgage
that said mortgaged premises may be sold and the proceeds thereof
applied to the payment of the same and that you orator may
have other and further relief in the premises as equity and
good conscience may require and as in duty bound &c

N. C. Lawrence Sol for Orator

Mortgage Deed
from
Thomas Barrett
to
Osee Welch

Received for record
June 26 1835 at 2 o'clock
P.M. and recorded July
2 in volume 4 page 324
H.B. P.B. Smiths Recorder

M. C. C.

Filed July 14. 1835

James H. Green

File 624

Know all men by these presents, that I
Thomas Barrett of Fremont County the or
in consideration of the sum of one hundred
dollars received to my full satisfaction
of Abel Welch of Macmillan Clarke County
Ohio the Receipt whereof is hereby acknowledged,
do give grant bargain sell and
confirm unto him the said Welch, a lot of
land lying and being in the County of
Union & State of Ohio, bounded as follows
beginning at a Sugar Tree stump running
South 10. E. seventy one poles to a White oak
and Elm and Iron Wood Tree then South
77. 30 W. Ninety four poles and eight links
to one Elm Walnut and ash, then at 10. W.
seventy three poles to a hickory Elm & ash,
then at 78. 45. east ninety four poles to the
place of beginning, entered in the name
of Thomas Curdson, containing forty acres
and to hold the above described premises with
all and singular the privileges and appur-
tenances thereto belonging, to him the
said Welch his heirs or assigns forever, to his
and their own proper use and behoof
and also I the said Barrett do for myself
my heirs & assigns and administrative com-
mittee to and with the said Welch his heirs
or assigns that I am well seized of the
foregoing premises as a good indefeasible
estate in fee simple and that the same is
free and clear of all incumbrances what-
soever, and further more I the said Barrett
do for myself my heirs & assigns and admini-
strative committee to and with the said
Welch his heirs or assigns to warrant
and defend the before granted premises against
all lawful claims and demands what-

sovereign provided, and the foregoing bond is upon the express condition that when as the said Barrett has made his promissory note bearing date with these presents, for the sum of one hundred dollars payable to John Welch or order in six months from date, now if the said Barrett shall well and lawfully pay or cause to be paid to the said Welch or his assigns the sum specified in said note at the time therein mentioned then and in that case this deed shall be void & the same remain in full force & virtue

In witness whereof I have hereunto set my hand & seal at Mansfield this ninth day of June Eighteen hundred and thirty five

In presence of
John Overland
A. S. Keam

Thomas Barrett

State of Ohio
Stark County



On the tenth day of June A.D. Eighteen hundred thirty five before me an Associate judge in and for said County personally appeared the within named Thomas Barrett, who signed the foregoing instrument of writing, and acknowledged the signing and sealing thereof, to be his voluntary act and deed for the purposes as therein expressed, and desired the same might be recorded as such. Given under my hand and seal the day and date aforesaid

John Overland
Associate judge

100 Dolly

Mapleton June 9. 1835

Six Months from date I promise to
pay to Ose Welch or Order One Hun-
-dred Dollars for Value Rec^d

A. N. Smith witness

Thomas Hunt

Mortgage Security

Thos. Banitt

Thos Banitt
Old In

Osce Wetsh

by
Thomas Barret

Report of Appraisment

Filed July 16th 1828

J. H. Gillet

Cost bill made

Dee Melch

vs

Thomas Barrett

In Chancery

This day came the Complainant

by his attorney and the defendant ~~had~~
 indy failed to appear and plead answer
 or answer to the Complainant's bill the same is taken
 as ~~taken~~ confessed against him, and this cause coming
 on to be heard upon the bill and exhibits: and the
 Court being fully advised do find the Equity of the case
 is with the Complainant. They do further find that
 there is due to the Complainant on said Mortgage of the
 sum of one hundred and Eighty 56/100 Dollars It is
 therefore ordered that the Master Commissioner of this
 Court cause said premises in the bill mentioned
 to be appraised as upon executions at Law and make
 return of his proceedings herein forthwith to this
 Court

I James H. Gill Clerk of the Court of Com-
 mon Pleas in and for said County do hereby
 certify that the above is taken and cor-
 rectly copied from the records of said
 Court entered July Term 1838

James H. Gill Clerk

In pursuance of the requisitions in the foregoing order I have
 this Day Summoned Norman Chipman Levi Antism & Samuel
 Mc Williams - ~~three~~ three Inductors disinterested free holders of
 this County and conducted them to the Land mentioned in
 the above order & described in said petition and after
 them being duly sworn by me - They made their report
 as follows - hereafter

Silas G Strong Master Com. in
 Chancery - July 16th 1838

We Norman Chipman, Levi Antism & Samuel Mc
 Williams being Summoned & sworn to view & appraise
 42 acres of Land more or less - Bounded and described
 as follows Beginning at a Sugar tree thence S 10 E 71 poles
 to a white oak & red Elm thence S 77° 30' W 94 poles & 8
 Links to a Walnut Elm & ash thence N 44° W 93 poles to
 a Hickory Elm & ash thence N 78° 45 E 94 poles to the
 beginning - Entered in the name of Thomas Rowson as
 party of Survey No 1913 and having this day had
 actual view of the premises above mentioned we
 appraise the same to be worth in cash \$5.833 per
 acre amounting in all to the sum of \$245.00 -
 Given under our hands this 16th Day of July 1838

N. Chipman

Samuel Mc Williams

Levi Antism

App^r fee \$2.25

Summoning appraisers 1.00

S. G. Strong M. C.

Dear Madam

Mrs Bonett

Filed July 13. 1838
James H. Giddell

and subscribed by the Department of War
The following is contained

[Faint, mostly illegible handwriting, possibly bleed-through from the reverse side of the page.]

Union Common Pleas, June Term, 1837.

OSEE WELCH,
vs.

THOMAS BARRETT.

Petition to foreclose Mortgage.

THE said defendant will take notice that complainant has filed his bill in said Court, praying that an account may be taken on a mortgage brought in Court and executed by defendant to complainant on the 9th day of June, 1835, on forty-two acres of land lying in said county of Union, and being part of survey No. — Virginia Military Lands, bounded on this wise: beginning at a sugar, thence S. 10 deg. E. 71 poles to a white oak, elm and ironwood, thence S. 77 deg. 30 min. W. 94 poles and 8 links to an elm, walnut, and oak, thence N. 10, W. 73 poles to a hickory, elm, and ash, thence N. 78, 45 E. 94 poles to the beginning; to secure the payment of one hundred dollars. Defendant will appear and defend by answer or otherwise, at the next term of said Court.

JAMES H. GILL, C. P. U. co.

W. C. LAWRENCE, Sol. for Com.
Feb. 10. w6t

Union County Is

personally appeared in open Court
E. S. Nichols ^{agent} ~~assistant publisher~~
of the Journal and Political
Register a weekly newspaper
printed and published in Columbia

Franklin County Ohio and of general circulation in the
County of Union both being duly sworn ~~and~~ say that it
prefixed notice was regularly published in said paper
for six weeks successively prior to the commencement
of this term as he verily believes and further says not
known to and subscribed
in open Court

James H. Gill Clerk

205
6
1236

2/11/37
151

Union Com. Flea

Rec Melok

18

Thomas Barrett

Judgt \$ 118.50

Costs 17.49

misc 50

\$136.55

May

Union Common Pleas of the Term of July A.D. 1838

Ose Welch }
vs } In Chy
Thomas Barrett }

The Commissioner having made return of the appraisment herein ordered, It is ordered adjudged and decreed, that the Defendant within Ten days pay into the hands of the Clerk of this Court for the use of the Complainant the said sum of one hundred and Eighteen $56\frac{1}{100}$ Dollars, and interest from this day with the Costs herein taxed \$17.49 and in default thereof he is forever barred and foreclosed of and from all equity of Redemption in said premises, and said premises are ordered thereupon to be sold as upon execution at Law. Continued

J. James H. Lill Clerk of the Court of Common Pleas in and for said County do hereby certify that the foregoing Decree is taken and correctly copied from the Records of said Court at the July Term thereof 1838

James H. Lill Clk

Bill Weleke
v. proof of sub
Thomas Baner

Filed Oct 6th 1839

Vol. 10. Dec 6th

UNION COUNTY.

Union Common Pleas, June Term 1837.

O'LEE WELCH, } Petition to fore-
vs. } close mortgage.
THOMAS BARRÉTT.

THE said defendant will take notice, that com-plainant has filed his bill in said court, praying that an account may be taken on a mortgage brought in court and executed by defendant to complainant on the ninth day of June, 1835, on forty-two acres of land lying in said county of Union, and being part of survey No. — Virginia Military lands, bounded on this wise: beginning at a sugar, thence S. 10 deg. E. 71 poles to a white oak, elm & ^{transverse} thence S. 77 deg. 30 min. W. 94 August 1, 1837. ^{and oak}

8—6w.
they can talk each other into matrimony.
Some people have a notion that

State of Ohio,
Franklin Co. D.

J. M. Gallagher, Publisher
of the Ohio Political
Register, a newspaper
printed in the city of
Columbus, being duly sworn according
to law, says that a copy of the
notice hereto attached, was pub-
lished in the above paper six
consecutive weeks, from & after
the 9th day of August; & that said
paper is of general cir-
-culation in the county of U-
-nion.
J. M. Gallagher.

Sworn & subscribed
before me, this 5th
day of Oct. 1837.
Thos Wood JP

Printers Fee \$ 3.50
This certificate 25 — \$ 3.75

Union Com Pleas

Osee Welch

vs

Thomas Barrett

Order of Sale



The State of Ohio
Union County vs J. John Cassil Clerk of the Court of Common
Plea within and for the County of Union and
State of Ohio do hereby Certify that the following entries are
truly taken and correcty Copied from the Journals of
Said Court.

Case No. 1000 July Term A.D. 1838

vs
Thomas Barrett vs Jas. Chancery
The Commissioner having made
return of the appraisment herein ordered, It is
ordered, adjudged and decreed, that the Defendant within Ten
days pay into the hands of the Clerk of this Court for the use of the
Complainant the said sum of One hundred and Eighteen $56\frac{100}{100}$ Dollars
and interest from this day with the costs herein Taxed at \$17.49
and in default thereof he is hereby forever barred and fore-
closed of and from all equity of redemption in said premises
and said premises are ordered thereupon to be sold as upon
Execution at law. Continued

And afterwards, to wit at the October Term of said
Court A.D. 1844 to wit on the 1st day of October A.D. 1844
This Cause was continued under former order

In testimony whereof I have hereunto
Subscribed my name and affixed the
Seal of our said Court this 14th
day of October A.D. 1844.

John Cassil Clerk

Chancery Case File

Case No. 1836-CH-0006

No. 36-CH-6

Union Common Pleas Court.

Wm. C. Lawrence

Plaintiff,

AGAINST

Ambrose Meeker

Defendant.

MAR TERM, 1837

DECREE FOR PLAINTIFF

Journal 1

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Record No. 3

Page 64

Ex. Doc.

Page

Check nice value duplicate for \$41. returned
for the with

M. B. Lawrence
25 for Dan

M. B. Lawrence
vs
Amherst Meeker

In Chancery

Filed Oct-10th 1836
A. G. Strong Clerk

To the Honble the Judges of the Court of Common
Pleas Union County this sitting as a Court of Chancery
Humbly complaining your Honor ^{Honorable} Walter Lawrence
of the County of Union and State aforesaid, assignee in
trust for the use of the creditors of Luther M. Davis
formerly of this County, would respectfully represent
unto your honor that some time in last February
said L. M. Davis having become much involved
and encumbered with many debts due divers ~~Banking~~
~~Company~~ individuals in this vicinity abscon-
ded that after he had left and gone beyond the
reach of legal process a writ of attachment was
issued ^{by Justice} by Cyprian Lee and Martin Wasson then
trading under the style of Wasson and Lee that
said writ was served and returned to the Justice
who issued the same, after having been levied
upon all the goods Chattels ~~land~~ ~~and~~ ~~effects~~
rights credits money and effects of the said
Davis, that among other things the Constable
levied upon the title papers to certain equitable
interests in divers lots of Land lying in this County
then in said Davis, that said Davis was pursued
and being overtaken returned with his pursuer
to this place the attachment then pending before
said Justice of the peace. At this time it was dis-
covered that said Davis owed and was indebted
to more than five thousand dollars, that his
whole property real personal and mixed would
not amount to more than about one half that
sum, and that in consequence of his interest in
lands that the whole must come in to this Hon-
ble Court for settlement. It was believed by said
Davis and the creditors, that in this way a large
amount of of the property of the said ^{would be} ~~Davis~~ ^{consumed}
ed in costs of Court it was therefore agreed by
said Davis and his creditors here that the whole
to save costs should be assigned to your Honor
in trust for the creditors of said Davis generally
whenever agreement was made and entered into on the
day of _____ in the year 1836.

The personal property to be sold on a ~~the~~ credit of
six and nine months at public sale the interest of the
said Davis in said lands was to be sold at private
sale to such person or persons as would pay most for
the same, in pursuance of said assignment and agree-
ment the whole was delivered over to your orator and
the personal property sold agreeably to said assignment,
by said agreement no one creditor was required
to establish his claim by law if said creditor
and myself could agree on the ^{due} due him from said
Davis, the cost then made were to be paid first
from the avails of said property. Your orator would
further represent that the title bonds and articles of
agreement which evidenced the title of said Davis to,
with the possession ~~in~~ care and control of said lands
were delivered by said Davis to your orator as such
assignee in trust. That your orator was proceeding to
sell said lands agreeably to the agreement by which
they were held for the use of said creditors generally
when one Ambrose Meeber, with whom said Davis
dealt after his return as aforesaid ~~at~~
well knowing said Davis to be insolvent in a large
amount beyond his ability to pay, well knowing
that said property was transferred to your orator
for the use aforesaid, well knowing that your
orator was endeavoring to sell said lands and
well knowing that the title papers were in ~~the~~ your orator's
possession for the use aforesaid, fraudulently combining
and wickedly intending your orator and the creditors
of the said S. M. Davis, in this behalf to injure and
defraud, some time after ~~the~~ the assignment and
agreement aforesaid pretended to purchase three
several tracts of said Davis Town one lying on
the London Road a bounded ~~by~~ ~~follows~~ and described
as will fully appear reference being had to the Bonds
here with marked A on this purchase there had been
paid two hundred and ~~thirty three~~ ~~dollars~~ ~~by~~ dollars
by said Davis a second lot known and described

by a title Bond marked B. on this there had
been paid by said Davis one hundred and five dollars
the third by the title Bond marked C. on this there
had been paid one hundred and twelve dollars. it
was believed by said Davis at the time of said assignment
that this land could easily be sold so as to pay back
for the creditors of the said Davis at least so much
as had been paid on said land by said Davis.
Your orator further represents that in the presence
and hearing of the said Meeker your orator
was offered for the said land by one Nathan Hart
with the full amount ^{paid on} said land which offer
on the part of said Hartwell was to stand
as a bid for the same but your orator might
see for more if he could your orator further
charges that in consequence of the claim of said
Meeker your orator has been prevented from
seeing the interest in said land to ~~any one~~ so as
to enable your orator to perform the trust reposed
in him your orator therefore that said Ambrose
Meeker may be made defendant to this bill
and that as your orator is wholly remediless by
principles and practice of the common law and
can only be relieved in this court where frauds
are detected and relieved against and that he may
be compelled ^{on his coronal oath} to answer each and every allegation
in this bill contained ~~and~~ ^{and} fully
and particularly as though here there unto particularly
~~thereunto~~ interrogated and that on the final hear-
ing of this case your Honors would order adjudge
and decree that said Meeker release to your orator
all right or claim which he may seem to have to
said premises or that he account with your orator
for so much money as had been paid by said Davis
on said premises and that your honours would grant
unto your orator such and further relief as shall be
meet and proper and according to equity and justice
and your orator will ever pray and
W. C. Lawrence atty for Com

Know all men that I Robert L Broome am Ld and firmly bound
unto the Council of Maryland in the sum of sixty dollars which I have
well and truly to be made & paid myself my heirs, assigns and sureties
being by them present sealed with my seal and dated the 7th day
of September A.D. 1835 the condition of this obligation is such
that whereas the said Broome for this day sold to the said William
a piece of land lying in Union county and State of Ohio being part of lot
No. 2 Margaret Bailey's subdivision of her two thirds of Military
survey No. 5551 and bounded as follows beginning one rod east of the
west corner of said lot No. 2 then east five rods then north
fifteen rods then west five rods then north fifteen rods to the
beginning for the sum of thirty dollars to be according to law
or written obligation signed by said William now therefore if the
said William does pay the above named sum at the time the same
does become due and the said Broome does give to William
at that time a good and sufficient general mortgage or as soon after
that time as he the said Broome does receive a deed of a like survey
then this obligation is to be null and void otherwise to remain
in full force and virtue in witness whereof I have set my hand
and seal to this obligation the seventh day of September in the
year of our Lord one thousand eight hundred and thirty five

D. Wallace
Teller Bond
To L. McLean
Filed April 22
1837
Solos 4th day
6/15

September 7 1835 Received in lumber \$3.62

23^d

Received an order on Luther M Davis ^{3.62} \$11.38

Received one wrap cut saw 2.50

I assign all my right title and Interest to the within Bond to Luther M Davis for the sum of one Hundred and Twenty five Dollars ~~Eighty~~ the balance due on the Bond to Mr Broom is to be paid by the said Davis and deducted out of the one Hundred and Twenty five Dollars

Manchester 17th Nov 1835 - Daniel & William Mark

Thos L Davis }
 } *Witness*

Given Manchester 17th Nov 1836 - one Hundred and Twenty five Dollars

Thos L Davis } *Witness* Daniel & William Mark

To the Court

Frederick D. Cole



Serve on the within named Ambrose McKen
by leaving Cobby at his place of
residence.

Serve 30-
Cobby 15-
Mase 10-

S. W. Sheriff

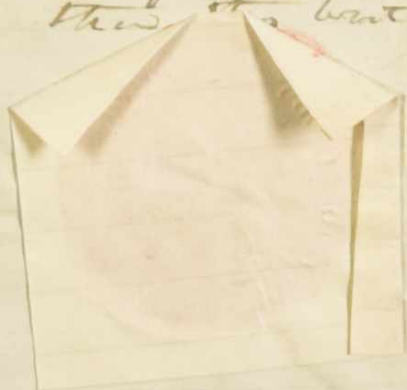
State Of Ohio Union County p

To the Sheriff of said County Greeting

We command you to Summons Ambrose Maki
to be & appear forthwith before the Honorable court to
attend the court House in Mansfield to answer unto
Wm C Lawrence the Matter & Things charged in a certain
bill in Chancery filed by said Lawrence against him
and that he shall in no wise come under the pen-
alty of One thousand Dollars & how you shall
therein do as best

Witness the Honorable Wm R
Swan Esqr President of our Court
at the court House in
Mansfield this 12th Day of October
A D 1836

Silas Stony Clark



John B Baird
wife

J. B. Little Bond

L. M. Davis

120 acres
Filed Sept 1st 1837
J. B. Little & Strong
Clerks

Paid on the within \$105. J. B. Little & Strong Dec 5th 1835
J. B. Little & Strong for J. B. Baird

Know all men by these presents that we John B Baird & Maria Baird of Cincinnati in the State of Ohio are held and firmly bound unto Luther M Davis in the full sum of ~~Five~~ Hundred and twenty Dollars Current Money of the United States to the payment of which well and truly to be made we Bind our selves our ^{heirs &} Executors and administrators Jointly and severally firmly by these presents sealed with our seals and dated this 5th Day of December AD 1835

The Condition of the above Bond is such that Whereas the above Bond John B. & Maria Baird by Silas G Strong their attorney in fact of Mayville Union County Ohio, has this day sold unto the said Luther M Davis a certain piece or tract of Land situate in the County of Union Bounded and Described as follows To wit Beginning at a Sugar tree and ~~North~~ hence Corner of E Matthews Lot thence ~~R~~ 10 E, 114 poles to a dogwood & Ironwood thence ~~South~~ 79 ~~E~~ 147 poles to a Stake in the London Road thence ~~N~~ 10 E with 1st Road N 11 E 128 poles to a Stake thence ~~S~~ 79 W 190 poles to the Beginning ^{to our opening our hundred and twenty acres} for which the said Luther M Davis has executed three several notes as follows 1st for \$105. payable to the said Baird on the 5th Day of Decr 1835 2nd for \$105. payable to the said Baird on the 5th Day of Decr 1837 3rd for \$105. payable on the 5th Day of Decr 1838 now upon the final payment of 3rd Several Sums of money at the times therein specified in said notes by said Davis to said Baird if said Baird does well and truly convey said Land by executing unto said Davis a Good General Warranted Deed for the same in fee simple then this Bond is to be void and of no effect else in full force and virtue, John B Baird ^{Seal} 1st Luther M Davis is to pay By Silas G Strong his atty in fact 5000 after this year } Maria Baird ^{Seal}

Wm M Stebb

137

Silas G Strong her atty in fact

A.

John B Baird
To the Title Bond
D. L. Russell

I here by assign all my right title
interest and claim to the within Bond
unto Luther M Davis his Heirs and assigns
and hereby request the within Bond Baird
or his agent to convey the Lands described
to the said Davis on its being complied
with by him so far as remains unexecuted
By me April 30. 1835 Daniel L Russell
Filed April 1st 1837
J. G. Strong

I know all Men by men by these presents That I John B Baird of Cincinnati Ohio Am held and firmly ~~to~~ Bound unto Daniel L Russell of the County of Union In the full Sum One thousand & Sixty Six Dollars To the payment of Which Well and Truly to be made I Bind my self & heirs firmly by these presents Sealed with my Seal and Dated the 28th Day of Decr A D 1833

The condition of the above Bond is such that When as the above Bound John B Baird has this Day Sold unto Said Daniel L Russell a certain piece or parcel of Land Situate Lying & being in Union County and being Bounded as follows Beginning at a Stake Witnessed by a White Oak & Iron Wood in the North Line of said Survey ^{No 4069} Thence S 28° W 221 poles to a Dogwood & Iron Wood Thence N 80° E 152 poles to a Stake in the London Road Thence with the Road N 11° E 190 poles to a Stake in the North Line of said Survey Thence S 79° W 96 poles to the Beginning containing 133¹/₂ acres be the same More or Less For which the said Daniel L Russell agrees to ^{pay} said Baird the full Sum of Five hundred ~~Dollars~~ & Thirty Three ^{Dollars} in Manner following to wit One fourth part in hand & the Residue in three Equal annual payments for which said payments he has Executed his three several Notes Bearing Even Date here with and Drawing Interest from this Date said Russell agrees to pay the Taxes and on the final payment of the purchase Money If said John B Baird does convey said Land to said Russell by a good & sufficient General Warranty Deed then this Bond is to be null & void Other wise in full force & Virtue

Attest

R. P. Kinn

John B Baird
By Silas G Strong his attorney
in fact

Geo D

It is a great. That any time prior to the several times becoming due should
any payments be made it will be Received ~~by~~ by said Bond in which -
Sum The Interest is then to stop

J B Bond by Silas G Strong

Received on the Within \$133.²⁵/₁₀₀ Decr 28

AD 1833

John B Bond by

Silas G Strong

Chancery Case File

Case No. 1836-CH-0007

4

Union Common Pleas Court.

Selas G Strong

Plaintiff,

AGAINST

Ambrose Meeker

Defendant.

APR TERM, 1838

Dismissed

Journal 2

Page 9

Record No. 3

Page 126

Ex. Doc.

Page

Ambron Mucker

^{ms}
Luther M. Davis
& others.

In Chanc.

Filed Oct 11 1836
J. G. Strong Clk.

Clk with open subpoena
for J. G. Strong & Daniel
Williams etc etc for the

Plaintiff

vs
Defendant

Copied

ms. Lacey

To the Court of Common Pleas in & for the County
of Union, Ohio

Ambrose Mucke of said County respectfully represents
to your Honours that on or about the first day of Feb.
1836 one Luther M. Davis late of said County &
whom your orator prays may be made defendant to this
bill applied to your orator to assist him the said
Davis to borrow money of the Urbanna Bank
to the amount of nine hundred dollars & the said Davis
then & there faithfully promised your orator that he would
completely indemnify & secure your orator against all
loss & damage thereby - & your orator then consented
& did with his name assist & Davis in borrowing
a sum of a Bank for & Davis, on which was
also paid to & Davis or to his order - & the said
Davis also on or about the first day of December
1835 applied to your orator to assist him with his
name to borrow money of the Franklin Bank of Columbus
to wit five hundred dollars which your orator ac-
cordingly did & by means of your orator, named the money
was borrowed of & last named bank & paid to & Davis
& your orator further represents that & Davis by fraudulent
pretences persuaded your orator to have his name written
first on said notes & so appear as principal though
he was in fact acting & intending to act only as security
& the Davis being the money & appropriating it to his
own use as principal as he was in fact. & your
orator further represents to your Honours that on the
first day of April 1836 your orator applied to & Davis
to secure him by mortgage against loss or damage from said
liabilities to & banks for & Davis & the said Davis then &
there executed & delivered to your orator a mortgage
 deed of the following described real estate to wit, Three
acres of land lying & being in the County of Union

2 State of Ohio: Near the Town of Marysville
& County commonly known as the Steam Mill lot &
which is more particularly described in a Mortgage which
is hereto attached & made a part of this bill
& also another tract of land adjoining the said mill lot
on the east supposed to contain half of an acre &
which is more particularly described in a mortgage to which
for more particular description reference is here made
& also a third tract of land of one hundred & thirty
three & a fourth acres (133 $\frac{1}{4}$) also more particularly des-
cribed in the attached mortgage which forms a part of
this bill ^{also 120 acres of land described in a mortgage} to indemnify you ratee from all loss
& damage which he (you ratee) might sustain from
his said liabilities for a Davis

And you ratee further represents to your Honors
that the sd notes to a Banks have arrived at maturity
that they have been paid & you ratee has been obliged
& has actually paid off the same - the sum paid
to a Franklin Bank of Columbus is \$529.58
& the sum paid to a Urbaine Bank is nine
hundred & fifty dollars & so you ratee avers
that the condition of said mortgage has been
fulfilled -

And you ratee further represents that said
Davis had previously to the execution of a mortgage
purchased sd mill property of one Silas S. Strong
of a County by agreement without deed & that a
Strong had put a Davis in possession of the same
& a Davis had made large & valuable improvements
thereon & you ratee is informed that a Davis has not
fully paid a Strong for sd land & prays that a Strong
may on his corporate oath verify all the allegations
of this bill & particularly whether he did not sell
or agree to sell a mill property to a Davis? did
he not put him into possession

How much is now due & owing from
Davis of the original purchase money
And you order further reports that Davis
also purchased the tract of land recently above
described of one Daniel Williams previous to the
execution of a mortgage & your order is enforced
it is not entirely paid for - you order the
pays that ^{he made & paid to this date that he} Davis may fully answer under oath
& say how much is now due him on the land
if any & what interest he & Williams has in the
land & how he obtained & fully set forth in
his said answer so far as his knowledge extends
the condition & chain of title to the land

And you order further reports that Davis had
also previously bought & last named tract of 133 $\frac{1}{4}$
acres, that he had paid for it large sums
of money but that he has not yet received a
deed from his vendor & so has but an equitable
title therein

You order therefore pays that
J. G. Strong will let first above described be
sold as this court shall direct & that the proceeds
of the sale be first applied to paying & strong the
balance of purchase money due him for it & let
it that the remainder of the money arising from the
sale be applied towards paying your order & down
ages or sustained by your order from ^{being} liable for
Davis & that the last recently above described
be also sold & if there be a common law
lien thereon for any part of the purchase money
that that be first paid & the balance paid to your
order

and that the last described
tract of land of 133 $\frac{1}{4}$ acres & the equitable

If D. Davis therein be sold as this court may
direct & avails of sd sale be applied towards
paying ~~the~~ the damages so sustained as
aforesaid by your orator for D. Davis & that
your orator may have such other & further
relief as to your Honours may seem just &
right

by Pettibone & Fiske
Att for Plaintiff

Union Court Pleas
Filed Sep 23,
1837
James H. Gillett

Opened on request of Complainants Cause
Sep. 27. 1837.

To the Clerk of the Court of Common Pleas
of Union County Ohio
Depositions of Nathan Hartwell Tatum Justice of the Peace
by me to be read in the case of Ambrose & Hinkle vs. John
& Henry et al. pending in said Court.
James H. Gillett

Deposition of Nathan Hartwell of Licking County
taken on the 15th day of Sept 1837 between hours of 9 o'clock A.M.
& 9 o'clock P.M. of said day at the office Powell & Fuller pursuant
to the inclosed Note. To be read in evidence in a cause pending in
Union County Common Pleas. Wherein Ambrose Mucker
is Complainant & Silas G. Strong, et. al are respondents

Deposition of Nathan Hartwell

Q^E Did you ever hear Silas G. Strong say for whose
use Eleven hundred dollars was Borrowed of the Urbana
Bank by note signed by Mr. Shury, L. M. Davis
& Ambrose Mucker ^{& Wapson} when & what did he
say

Ans on the week that the attachment against Luther
M. Davis was returned he had a conversation
with Silas G. Strong about a Note of \$1100 -
to a Urbana Bank ^(Strong says) M. Davis brought the note
to ~~him~~ ^{Strong} with Davis name to it. Strong signed it for
Davis. Muckers name was not on it when he Strong
signed it. I told him Strong, that Mucker had put
his name over his. Davises ^{in order that} ~~signature~~ ^{then} Davis
might ~~to~~ save his name that he might draw more money
to buy hogs. at Davises request. Strong replied that
it was not as bad as he expected. Strong said he was
as much bound in equity as Muck to pay that note
but not in law - he said the principle part of the
money was for Davises use. at subsequent conversa-
-tion respecting Muckers Mortgage Strong first ~~said~~
manifested considerable dissatisfaction relative to
said mortgage. The defendant told him Strong that
he considered the mortgage as much for his ^{Self} benefit
or ~~Mucker~~. Clarke & Wapson, as for Mucker

Cross examined

Did Strong Specify what Notes he was liable on for Davis at the first Conversation before mentioned

Ans He mentioned a number of Notes, but could not tell what amount he was liable for

Q^t Did Strong say the Note before Spoken of was of \$1100--

Ans The word a Eleven hundred was Spoken of by Strong

Q^{to} What connection are you of, to Davis & Meeker

Ans They, both married Sisters, of mine

Q^t Who was present at the first Conversation with Strong & where was it

Ans In Strong's room, part of the time there was some person present but, does not

Q^t recollect who. Nathan Hartwell

I Sidney Moore a Justice of the Peace in & for the County of Delaware Ohio do hereby certify that Nathan Hartwell was by me sworn to testify the truth the whole truth & nothing but the truth as a witness in the above named cause & that the foregoing deposition by him subscribed was reduced to writing by me & taken at the time & place in the inclosed note Specific Given under my hand & Seal this 15th Sept 1837

Sidney Moore J^{of} P^{of} Leg

Jus. fees paid by P^{of}

\$0.75

Witness fees, 75

Deposition of Cyprian Lee & Hanson Clark
taken on the 23^d day of Sept 1837 pursuant
to the within Notice to be read in evidence
in a cause pending in the Court of Common
Pleas wherein Ambrose Meeker is complain-
ant & Silas G Strong et al are Defendants

Question By J. J. J.

Were you here at the time the
attachment issued against the effects of S. M. Davis
if so was Nathan Hartwell here about that time. Had
you conversation with S. G. Strong at that time as to his
liabilities were they at that time known by said Strong
was Nathan Hartwell then believed to have been ad-
vised of the departure of S. M. Davis before Davis left
was he or was he not in conversation avoided by
the Creditors of S. M. Davis in consequence?

Ans. I was here and Nathan Hartwell was here at that time
it is my impression that Silas G. Strong did know the
amount of liabilities which he was bound for S. M. Davis
at that time. It was thought by a number who spoke on
the subject that Nathan Hartwell ^{knowing to Davis} was going away before he
left and as to his being avoided by Davis' creditors I can
not say that he was.

Question by same were you present at a conversation
between Strong Meeker and Nathan Hartwell in
Strong's house if so what was that conversation

Ans. I was at one time in Mr Strong's house when they both
were there and their conversation was relative to Davis'
affairs. I think they spoke of of certain note that

Mucker was principal in the Urbana Bank and I think at that time that Mucker proposed to Strong that he would take that note in with his other liabilities as he Mucker ^{said by} had never rec'd one cent of the money but I never heard Strong say that he would and I think at that time I heard Strong say that if they or any one else would take the steam mill and pay his liabilities he would give three hundred dollars

Question by same Did you then or since hear Strong ~~hear~~ admit that he signed that Urbana note for Davis

Ans I never did

By same were you present at an account stated between Davis and Strong if ~~how~~ how much was Strong's claim on and liabilities for Davis

Ans ~~It was~~ I cannot say exactly the amount but as near as can recollect it was between twenty five and twenty ~~some~~ hundred dollars I think it was about a week or ten days after Davis returned with Mr Watson By same Did Davis then tell Strong to keep the mill or what was then said about it

Ans I recollect there was some conversation about the steam mill and think I remember distinctly that Strong told Davis that if he could find any person that would take the mill and pay him the amount that he ~~was~~ owing him with his liabilities he Strong would give \$300 and Davis said that the mill would be more profitable to him than any one else The Complainant objects to all such ~~of~~ parts of the deposition as go to show what Strong said, and to hear say

Filed Oct 30 1857
J. H. G. Clerk

To the Clerk of the Court &c,

Cross examination by Complainant
Ques. by complainant - You speak of a note in which
Meeker was principal do you mean anything
more than that Meeker's name was over the other?

Ans. I did understand by Davis that he received
the money him self but intended that Meeker should
pay the note as he was owing him for the farm
but was not then due

Ques. by same Did Strong express any surprise when Meeker
remarked that he Meeker had not had a cent of the
money?

Ans. I do not recollect that he did

Ques. by same Did you ever hear Strong say whose names were
on the note when he signed it

Ans. I do not

Q. by same You mention a settlement between Davis &
Strong in which it appeared that from 2500
to 2700 dollars were paid due Strong. will
you mention the items that made up this account

Ans. I remember ~~that~~ at ^{the} time they were settling that
Mr Strong had set the different items on a piece
of paper or a book I do not recollect which
I heard them speak of Bank notes also a private
account and notes I do not the amount of the
different items

Q. by same do you know who was concerned with Strong
in said Bank notes or any of them

Ans. I understood that Meers Wason was with him
on the Bank notes

Q. by same how much of the money on these notes did
Strong have himself if any.

Ans. I understood that Strong was to pay \$1300
on one of the notes in the Columbus Bank
I have heard Davis speak of it I do not recollect
as Strong mentioned the amount but spoke of it
having some of it.

Question by J^t what was the price worth ^{after paying 100\$} ~~of the~~ lot in Cash

Ans. I was call^d upon by Mr Meeker with two others to value that mill I think it in March 1836 we apprais^d the Mill at \$2500, with the lot but since that time I ^{have} alter^d my mind in regard to the value of it I would think at this time it would sell for half that amount in cash
Cyprian Lee

Also at the same time and place Ransom Clark was examined as follows, Q. Have you ever had any conversation with Strong about the items of this amount of about \$700 against Davis & if so what did he say?

Ans. I heard Mr Strong counting his receipts for Davis and he made to the best of my recollection, 28 or 29 hundred Dollars it is my impression that there was six hundred Dollars at one of the Columbus Banks three hundred to C Higgins one hundred to H Bates and nine hundred to the Orleans Bank

Q. by Sam Did you ever hear Strong at any other time say that he was under obligation to pay any part of the gov^t debt or note

Ans. I do not recollect hearing him say that he was
Hiram Clark

I Ira Wood a Justice of the Peace do hereby certify that Cyprian Lee and Ransom Clark were by me sworn to testify the truth the whole truth and nothing but the truth as witnesses in the above named cause and that the foregoing deposition by them subscribed was reduced to writing, their and taken at the time and place mentioned in the enclosed Notice

Given under my hand and seal this
2^d day of Oct 1837 Ira Wood J^r

Union Co

A. Meeker

S. G. Strong

Filed

Cl.

A. Meeker
vs
S. G. Strong et al

Sealed and directed by me
W. Patrick Jr.

To the Clerk of the Court of Common
Pleas for the County of Union Co.
Given on request of Plaintiffs Counsel

in Pleas

vs

Strong et al

Sept 26th 1837

W. Patrick

Ambrose Meeker } Union Com Pleas
M }
Silas G. Strong et al } In Chancery

Deposition of Richard W. McNamee taken at the
Clerks office in Urbana in the County of Cham-
paign and State of Ohio on the 25th day of
Sept. 1837 between the hours of 9 o'clock A.M.
and 9 o'clock P.M. on said day before William
Patrick a Justice Peace for said County to
be used by the Complainant, on the hearing of
said Cause

Question of complainant to J.P.

Have you had any conversation with Silas G. Strong
of Marysville on the subject of a nine hundred dollar
note payable to Urbana Bank on which were the
names of sd Strong & Ambrose Meeker & if so when
& what was it? & particularly did he say anything
about how far from what fund it would be paid
in full or in part?

Ans. About the 20th of December last I visited Marysville
for the purpose of having some claims due the Urbana
Bank arranged up. One of these claims was a note of
900 dollars with the name of Ambrose Meeker as principal
thereon and Silas G. Strong & one other or more as surety.

I called on Mr. Strong at his house to have some conversa-
tion respecting this note & some one or two of his own. —
And while in conversation Mr. Strong remarked, (as

near as I now remember) that with regard to the 900 \$ note of Meeker's, it was the intention to subject the Steam Mill property to the payment of it. In what way he (Strong) did not relate, neither did he explain to me the ~~same~~ nature of his lien upon the mill property so that I could understand it. Mr. Strong said considerable about adjusting the notes, and I left him with the impression that some arrangement would be made between all parties satisfactorily, & that the Mill property would be appropriated towards the payment of the Meeker note. I cannot state this conversation with more certainty, as it took place some time ago & I have not thought much on it since. This is the substance as near as I can now collect it. — I was at that time a Clerk in the Urbana Bank & was employed as agent to visit Marysville on business of the Bank as above remarked. —

R. R. Mc Nemar

State of Ohio Champaign County

I William Patrick one of the Justices of the Peace in and for said County do hereby certify that Richard R. Mc Nemar was by me solely sworn to testify the truth the whole truth and nothing but the truth and that the deposition by him subscribed was read and to writing by the deponent himself and taken at the time and place in the notice specified and herein enclosed

William Patrick J. P.

Sept. 25th 1837

Justices fee for Dep. 30 pd by Compt.

Ambrose Meehan

L. M. Davis et al. -

Proof of publication

Wid. Herald. Mass

30th 1837

Silas B. Stearns

6th

STATE OF OHIO, Union county, ss.—Union county Court of Common Pleas, at the term of October, 1836.

This day came Ambrose Meeker, and filed his bill against Luther M. Davis and others, setting forth that he became liable for said Davis to the Urbana Bank and Franklin Bank of Columbus to the amount of about 1400 dollars, and has paid the same: That after said liability, said Davis mortgaged the Mill Lot, so called, in the town of Marysville, and two tracts of Land, one of 133 acres, and one of 120 acres, in the vicinity of said town. The prayer of the petition is, that said real estate be sold to satisfy petitioner for said amount paid. It is therefore ordered by said Court, that said Davis, who is represented as not residing in this State, be and appear at our next Court, and plead, answer, or demur, to plaintiff's bill of complaint, or the same will be taken as confessed.

Jan. 31. 36w

SILAS G. STRONG, Clerk.

State of Ohio,
Union Co p 3

Personally appeared in open court, this 2^d day of March Term of Union county, court of Comm. Pleas, 1837, state D. Petition & made solemn oath that notice hereto attached was published in the Ohio State Journal & Columbus Gazette, (a news paper in general circulation in said Union county,) on the 31 January 1837, and on the 7th Mar. 1837, and that deponent has seen four in-
having notice in ^{has said room to believe and was} ~~mediate~~ papers, & deponent ^{very} believes said notice has been duly & consecutively published in said news paper for six weeks commencing on said 31 Jan. 1837.

Mrs D. Pittou

Subscribed & sworn to in open court
this 30th Mar. 1837,
Silas G. Strong Clk

Union County vs Common Pleas Oct Term 1834

Amelose Meeker
vs

Silas C Strongy & al

In Chancery

The Defendants will take notice that the Complainant will take the Deposition of Nathan Hartwell & al at the Office of Powell & Fuller Attorneys in the Town of Delaware in the County of Delaware Ohio on the fifteenth Day of the present Month between 9 o'clock A.M. and 4 o'clock P.M. of that Day to be read in evidence on the hearing of this cause

September 2nd 1834 J. W. Powell Compt Sol

A true Copy of a Notice Delivered to Defendants
September 8th 1834 R. Clark Sheriff U, C,

for the purpose therein expressed
Given under my hand officially the day and year last
above written Andrew Morrison Jy June

Filed for record April 16th 1836

April 21st 1836 at 10 o'clock A.M.
D. B. Smith recorder

I do hereby certify that the foregoing instrument is a true
copy as it stands on record in my office in Vol 5 pages 166 & 67
Given under my hand and seal of office this 28th
day of September 1837 D. B. Smith
Recorder of M T & C

Fee \$1.00

Union Com. Pleas

Filed Sept 28th 1837

James A. Gill
Clerk

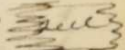
Luther M Davis } Know all men by these presents I Luther
Mortgage } M Davis of the County of Union & State
Ambrose Meeke } of Ohio in consideration of nine hundred
dollars procured for my use & at my request
from the Urbana bank of Urbana by
Ambrose Meeke & by him paid to me
for which the said Meeke gave his promissory note to said
Bank with names of L M Davis & L. G. Strong as securities which
note will become due on or about the fourth day of May
1836 & for the payment of which the said Meeke is now liable
& responsible to said Bank & for the further consideration of five
hundred Dollars procured for my use & at my request from the
Franklin Bank of Columbus at Columbus Ohio by said A. Meeke
& by him paid to me except one hundred dollars which the
said Meeke retained for which the said Meeke gave
his promissory note to said last mentioned bank with L
M Davis & B. Clark as securities which note will become
due on or about the second day of March 1836 & for the
payment of which the said Meeke is now responsible & liable
to the said last mentioned Bank have given granted sold
released & assigned & by these presents do give grant sell
release & assign to the said Ambrose Meeke all my right
title & interest of whatever kind or nature whether at law
or in equity of to in & out of the following described estate
and property to wit three acres of Land lying and being in
the County of Union & State of Ohio & near two Town of
Mauryville Commonly called known as the Steam mill lot & bounded
on the South by the road leading from said Mauryville to Delaware
& on the North by Millcreek & on which my Steam Mill now stands
to gether with all the buildings Mills houses and all the fixtures
res to the same belonging or in any wise appertaining & including
the Steam engine which is now attached to the mill on
said premises hereby intended to be conveyed also a certain lot
or parcel of Land adjoining the said Mill lot on the
east & which is bounded on the South by the aforesaid

road and supposed to contain a half an acre more or
less & being the same land sold by article of agreement
by Moore to Daniel Williams and by him assigned to
me with all the appurtenances Also a certain other tract
of land described as follows to wit Beginning at a Stake
witnessed by a white Oak & ironwood in the north line
of said Survey N 40 69 thence S 28 W 221 poles to a dogwood
& Ironwood thence N 90 E 152 poles to a Stake in the London
Road thence with the ~~same~~ road N 11 E 190 poles to a Stake in
the north line of said Survey thence S 79 W 96 poles

to the Beginning containing one hundred 33/4 acres be the same
more or less being a tract of land purchased by D. B. Russell of
S. G. Strong agent for John B Baird assigned by said Russell to
L. M. Davis Also a certain other lot of land described as foll
ows to wit Beginning at a Sugar and beech corner of Mathew
lot thence N 10 E 114 poles to a dogwood & Ironwood thence N 79
E 147 poles to a Stake in the London Road thence with said
Road N 11 E 128 to a Stake thence S 79 W 190 to the Beginning
containing one hundred & 20 acres said lot sold by S. G. Strong
agent for John B Baird to L. M. Davis To Have and to
hold the said granted premises & property to the said
Ambrose Meeker & to his heirs forever provided always
& these presents are upon this express condition that if the
said Luther M. Davis shall will & truly settle and fully
pay up the said notes in this instrument mentioned together with
all interest penalties costs and damages to which the said Meeker
is now liable or shall become liable with all expenses & troubles
to which the said Meeker has been or shall be subjected &
fully indemnify & save harmless the said Meeker from all
every kind of liability responsibility loss and damages arising
from said transactions with said Banks then this instrument
is to be void other wise in full force & effect

Given under my hand and seal this first day of April
1836

Signed sealed & delivered

Luther M. Davis 

In presence of us

J. R. Heintz

Miner Tiring

State of Ohio Union County
I Andrew Amrine a Justice of the peace within & for the
said County of Union do hereby certify that on the first
day of April 1836 Luther M. Davis personally came before
me & acknowledged the signing and sealing of the above
instrument of writing to be his free & voluntary act

State of Ohio Union County ss
J. R. Hartwell being duly sworn says
that on the 22^d day of September last
he left with M. C. Lawrence atty for
S. G. Stury a copy of the within notice
at the same time telling him what it was
Marysville Oct. 2. 1837 J. R. Hartwell

Sworn to & subscribed this 2 day of Oct 1837
before me James H. Cox Clerk C. P. N. C.

Andrew Maki

vs.
Tiler G. Henry et al

Union Comm. Pleas
Mechanics

The defendants will take
notice that depositions to be read in this cause
will be taken at the Clerk's office in Urbana
Champaign County Ohio on the 25th day
of September 1837 between the hours of
9 o'clock A.M. & 9 o'clock P.M. & con-
tinue from day ^{day} till finished

Sept. 15. 1837

S. J. Hill Sec
Clerk of the Court

A. M. M. M.

L. M. Davis
+ others

Principles for
Sulphur

Filed Oct 11, 1836

Andrew McKim

✓
Luther Van Dams
Silas G. Strong
Daniel Williams

I'm sending to
Catharine 18.26

The Clerk will give me
papers for S. G. Strong &
Daniel Williams, which
forthwith

Petition & Fines
Sol. for Petition
ii

Mr Strong may file his ans. without notice
if he prefers it

P. 2. 7.

~~Journal~~ John D. ~~Journal~~

253
5

1265
1265.50
63.25

1454.75
727 37 1/2

171
38
54
27
15

205

Dec 10. 1838
Darius Thayer
6th

Amos Mucke

Luther M. Davis +
Siles G. Strong et al

In Obeyance to the
Common Pleas

This cause is that day des
posed generally as to Strong
and others, except Davis &
as to him without prejudice
Mucke to pay half the costs &
Strong half

J. F. Smith
Solitor

By Lt have not heard Strong say he was not
under obligation to to pay any part of the 900\$. Note
I do not recollect hearing him say directly
on the subject

By Lt Do you not know that in the conversation
above Strong spoke of his liabilities to the Bank and
not of those for Davis? Also did not Strong
mention ~~an~~ another note to the Orleans Bank
I think it was in reference to Davis's failing
I do not recollect any other Orleans note

Wm W. Clark

Deposition of T. R. Huntwell in case of
Arthur Mearns }
vs }
S. S. Story et al } Chas

Question by Complain'ts counsel

Have you had any conversation with
S. S. Story on the subject of the mort-
gage of the steam mill & to Arthur Mearns
by L. M. Davis - if so when & what was it?

Ans on the day of Davis' sale I met
Mr Strong and asked him some questions
concerning some of Davis' business he
answered me and made some observations
on the business and said he had seen
the mortgage and saw no objection
to it as it secured the mill property
for the bank dept.

Q Have you had any other conversations with
him before or since that time on the same
subject if so state them
A I have not

1. Question by defendant - What day was the mortgage
executed?

Ans about the first day of
April

2. Was the mortgage immediately put on record
and if not do you know why it was not?

Answer. I don't personally know at
what time the mortgage

was recorded but have understood
it was not done ^{for} twelve or fifteen days
after it was executed dont recollect of
hearing maker say why it was not done
I have heard it stated by others that it
was kept back to screen davis

3. What connection are you to Mr. Davis or
Mr. Murre?

Ans Brother in Law

Remand of corp. Was the mortgage recorded
bef Davis went away?

Ans I did not see it on record
but understood from Mr Strong on the
day of Davises sale that he Strong
had seen it at the office
Davis was here at that time

By R. Hartwell

Deposition taken by court &
given to be read in it as
was competent

I Ira Wood a Justice
of the Peace do hereby certify
that J R Hartwell was by me
sworn to testify the truth the whole
truth and nothing but the truth
as a witness in the above named case and that
the foregoing Deposition by him subscribed was reduced to writing
by him ~~and~~ given under my hand and seal this 2^d day
of Oct 1837 Ira Wood J.P.

Served by ...
leaving a copy
with Ambrose Messers
on Thursday 21st day
of Sept. 1834
James McWilliamson

Ambrose Meeker

vs.

Silas G Strong et al

In Chancery Union Common Pleas

~~Plaintiff~~

Said Complainant will
take notice that I shall take

the depositions of main witness and others to be read
in evidence on the trial of this cause on Saturday
the 23rd inst between the hours of 6 o'clock A.M.
and 8 o'clock P.M. at the office of Ira Wood
a Justice of the Peace of Paris Township Union County
Ohio. you can then cross examine if willing

Sept 20th 1837

Silas G Strong

S G Strong
vs
Ambrose Meeker

Answer in Chancery

Filed June 1st 1837

J. H. Hill Clerk

Cost bill made

Recorded

1838.

The separate answer of Aras G Strong one of the
Dpts to a bill in Chancery exhibited against himself and
others by Ambrose Meeker Complainant

This defendant now comes and
for answer to said bill of Complainant or so much thereof
as he this Defendant is ^{as kind is} material and important for him
this defendant to answer unto says that in the Spring of the
year 1835 said Luther M Davis applied to him this Dpt for
the lot now called the Steam mill lot. & then informed him
said Luther that he could have the said lot by paying me what
it had been offered for said lot. (\$100.00 dollars had been offered
before that time thro. the amt was not then repeated) nothing
more was then said between said Luther and this defendant
about the lot until the month of June or July of the same
year. In the mean time said Luther had gone into
possession of said lot and was then erecting on the same a
Steam saw mill which now gives said lot its name
in June or July as aforesaid I called on said Luther
for a settlement generally. This defendant then informed
said Davis that on settlement if he said Davis could not
pay this defendant ^{the amount} then found due. (said Davis then owed
this defendant about the sum of six hundred dollars
this Dpt would give said Davis a title Bond for said lot by
which he this Dpt would be bound to ~~make~~ make a deed to said
Davis for said lot on his said Davis ^{paying} all that was then due
him this Dpt from ^{said} S. M. to this proposition of this Dpt
said S. M. fully assented. by this arrangement with said Davis
he this Defendant was to have a lien on all the improvements
put upon said lot by said Davis. for the sum found due
this defendant from said S. M. this bond to said S. M.
was not executed nor was the lien of this defendant then taken
in writing on said improvements as security. in this condition
matters stood between said S. M. and this defendant until
about the month of November in the same year when
said S. M. spoke to this Dpt to obtain his name to his
said S. M.'s note to be discounted in bank This defendant
objected in as much as said S. M. was too much in arrears
with him this Dpt, said S. M. then replied that at the end

of ninety days he would reduce the indebtedness of him
said S.M. to this defendant. and proposed further that as
the title to said lot was still in him this S.J. This defendant
should hold the improvements on said lot in security for
all ^{the} debts and liabilities due to and incurred by this defendant
from and on behalf of said S.M. to this proposition this defen-
dant assented, and signed the note of said S.M. on this con-
dition and none other. in a few days after said S.M. pres-
ented an other note of similar character, this note was also
signed by this defendant for the use of said S.M. and
and on the aforesaid contract. that is that all balances due
this defendant from said S.M. and all liabilities incurred
by this deft from said Davis was to be paid before this deft
was to make a deed for said lot or release his lien on said
improvements. Said S.M. said these were the terms he ~~had~~
~~had~~ had already agreed to, and that they should remain un-
till this deft was paid and wholly released. at this con-
versation this deft mentioned a note on which he was
security for said S.M. to Hisekiah Bates. said S.M. repes-
ed that that note was nearly paid off and that note he
would pay. Some time in February 1856 this deft signed
an other note and still on the same terms and for the use
said Davis. in this month said S.M. left this county and
his ^{personal} property was attached. For his departure this defendant
pursuant to said agreement went into possession of said
mill and continued it in operation unmolested ~~until~~
said S.M. was pursued and voluntarily or involuntarily
returned to this county about the 2nd of march on the
second ^{or 3rd} day after his return in the presence of Sec. Wason
and other he said S.M. agreed I had a right to the
mill on the aforesaid contract. and that he laid no
claim thereto. This defendant then agreed to pay forty five
dollars on a debt due Wason Clark and did so pay
as a completion of the full payment to said Davis for
the value of his improvements. This was also accepted

whether did the said S. M. at any time after his return
ever dispute or call in question the right of Dft to said
mill property under the contract. This dft would
state further that said Davis after his return being
greatly involved and totally insolvent did not so far as
came to the knowledge of him this Dft pretend to
own any property other than wearing apparel for
any other purpose than to aid in transferring to a
trustee for the use of his creditors generally. This dft
states further that on a settlement had ^{about} at the time
last mentioned with said Davis there was found due this
defendant for debts and liabilities to the amount of betw-
-een 27. and 28. hundred dollars exclusive of ~~some~~ the
amount for which this defendant had sold said lot
this dft then gave said S. M. his notes and assumed
indivisibly the payment of the notes of said Davis which
had been signed by the above contract. when said
notes constituting the indebtedness of the said S. M. to
him this dft. he this Dft has not seen since at the
time of closing this business with the said S. M. this Dft
offered to let said S. M. or any of his friends have said
lot and mill property by paying this defunt with in three
hundred dollars of the amt so found due him from said
S. M. this proposition was not accepted the said S.
M. Replying that the circumstances of this dft made the
mill of more value to him this Dft than any one else the
aforesaid proposition was also made to said Complit
repeatedly ~~long~~ before the execution of his supposed mort-
gage - and this defendant has charges that said Com-
plit had free knowledge of this defendants claim to
and possession of said mill before the execution
of his said mortgage and knew when he took

his said mortgage that this defendant had possession
of said wife under agreement ~~and~~ and with the full con-
sent and approval of said Davis. This defendant posi-
tively denies all knowledge of claim of said Complain-
ant until after said S. M. left this county ~~and~~ about
the middle of May following. This defendant
here charges that he this defendant was of security in the
note described in complainant's said discounted in the Urbana
Bank that complainant was principal in said note
this defendant signed for said Complainant's benefit
and was in form then and after the discounting of
said ^{note} by said ^{S. M.} that said note was for the above benefit
of Compt excepting say 75 \$ which went to an other security
and this defendant then and still believes that so it
was. This defendant in conclusion would further
state as appears to him and he verily believes that said Compt.
combined with said S. M. to defraud his other creditors
and in this belief he is aided by the fact that the cred-
itors of S. M. were satisfied to a good degree by said
S. M. surrendering his property entirely for the benefit
of his creditors generally and they with one exception
let the person of said S. M. go with arrest. which
~~if~~ this defendant believes would not have been so
if the said Complainant had when executed put
his said mortgage on record and having thus
fully answer this I pray to be dismissed with
his costs in case most wrongfully taxed against
him &c

Amos Lawrence
Sol for Def

Personally appeared before me Silas G Strong
who being duly sworn says that the matters and things
set forth in the foregoing answer as from the infor-
mation of others he believes to be true and those stated
of his own knowledge are true in substance and in
fact as he truly believes
Silas G. Strong

Sworn to and subscribed before me this
day of ^{the} ~~the~~ ^{June} in the year 1889

Chancery Case File

Case No. 1836-CH-0008

Union Common Pleas Court.

Cornelius Merskower
Plaintiff,

AGAINST

Edward Bailey
Defendant.

APR TERM 1838

JUD. G. VS PLAINT. F.
DECREE FOR PLAINT.

\$40.38⁶

JUD. G. VS PLAINT. F.

Journal 2

Page 21

Record No. 3

Page 136

Ex. Doc.

Page

Deposition of Joseph Ingraham of Jackson Township
in the County of Union taken on the 8 day of April
1838 Between the hours of 6 AM & 4 PM of said day
at the office of John Scott Pursuant to notice to be
read in witness in the cause Pending Between Cornelius
Merrison Plaintiff & Edwards Baley Deft as follows
That B Bantley Swant you to state what Land
have cleared on the Place of Baley of M^r Baley
which I have had in cultivation Am^t in 1836
been 475 acres in 1836

Merrison & Baley.

per Justice
Deposition 62 cts
Writing per 50

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the document.]

Deposition of Jacob Reed of Jackson Township taken on the 3^d day of April in the year 1838 Between the hours of 6 in the morning & 4 in the evening of said day at the office of John Scott Pursuant to notice to be read in evidence in a cause pending Between Cornelius Mershon Plaintiff & Edward Baley Def^t as follows Quest By Pt^r was you not along with me when I went to Mr Baley to pay him some money on the 1st day of April 1836 Ans^r Yes Quest did you see me offer Mr Baley any money on that day - aint I see you take out your Pocket Book & take from it some Bank Bills & hold in your hand saying I have got the money I have promised you some in paper some in gold & some in silver for to save your Land according to my contract Mr Baley answered you ought to have fetched the money yesterday for Mr Leger will not take the money to day of me and Mr Mershon answered yes he will for this is the day that he agreed to take the money then says Mr Baley have you got all the money that you owe me Mr Mershon answered him no only what he had promised him Mr Baley said he would not take a part with out talking it all that he owed him & that in gold or silver Quest By Def^t Baley did you hear me say to Mershon if he was willing to make up my Land by paying my Land Ans^r Mr Mershon no he was not for he had the money for to pay him to save his Land Quest By Def^t Baley did you not hear Mr Mershon say that he had failed to get all the money that he had promised & expected ans^r I heard him say Mr Gandy had disappointed him in getting money for him that he owed him but we went and borrowed the money that I promised you at a heavy interest being that I promised you the money if it was to be got in the state of Ohio on this day to save your land

And I have got it for you Mr Baley answered I will not take trash of you for my Land being as I did not pay trash for my Land Quest By Baley will you swear positively that he had one dollar in money Ans^r I saw some paper which he had in his hand which I considered money which he held in his fingers & shook it open but the amount I did not know Quest by Plaintiff do you know at what time Mr Baley bought his Land of Mr Leger at in 1833 in May Quest By Plaintiff do you know that Mr Baley lost his Land by me failing to pay him but I do not know but I heard Mr Leger say if he did not pay him against the first day of April 1836 he would not take him unless he Baley paid him six dollars per acre Quest by Plaintiff do you know at what time Mr Baley's Payments become due to Mr Leger Ans^r I understood them that it became due in 1835 in the month of May and after it became due I heard Mr Leger say that he would wait till the 1st day of April 1836 with Baley for his money for the said Land which he had sold Mr Baley Jacob Reed

John Scott Justice of the Peace
That Jacob Reed was by me sworn to the whole truth & nothing but the truth in the above case and that the foregoing was reduced to writing by me & taken on the day ^{and at the time} above written given under my hand & seal the day an year just above written
John Scott J^r

Jackson
13 630

C. Merston
vs
S. Bayley

Of Chancery
Filed Nov-2^d 1836
Silas G. Strong
clerk

I allow a writ of Injunction in this case to be continued until the further order of the court on plaintiff giving security to defendant in the sum of four hundred dollars to be approved of by the Clerk of the Court

Copied for Bayley

Robert Nelson, ~~Appointee~~
pledge

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 Cornelius Ellsman of the County
of Union that on the Twentieth day of February in the year of our
Lord Eighteen Hundred & Thirty five your orator entered into a written
Contract with one Edward Bailey for the purchase of one hundred
acres of land being Lot number Eight as seen upon by Levi Phelps
Esquire in Survey No 9943 in the Virginia Ceded Territory the location in
Union County of one said hundred & described by said Survey is made
by the said Levi Phelps as aforesaid to which your orator Prays refer-
ence for greater Certainty by which said written agreement your
Orator agreed to pay to the said Edward Bailey the following sums
of money as the Consideration for said Lot of Land To wit fifteen
Dollars to be paid on the 15th day of May 1854 The sum of thirty five
Dollars & thirty five Cents to be paid on the 30th day of September 1854
& the sum of three hundred & fifty Dollars with interest to be paid
on the first day of March A D 1856 as by said written Contract &
reference being there to had & which your orator pays may be taken
as a part of the Bill well more fully appear - And your orator
further represents unto your Honors that under said Contract he went
into the Deed & quit Deed of said Lot of Land & yet remains
in the Deed of the same due an which he has made lasting & very
valuable improvements of great value To wit of the value of three hun-
dred Dollars - And your orator further represents unto your Honors that
at the special instance & request of the said Edward Bailey he paid to him
a part of the purchase of said Land before the same became due by the terms
of said Contract the said Edward Bailey at the same time offering your
Orator that if he would pay to him about ^{fifty} ~~one hundred~~ ^{five} Dollars of the
last payment of the purchase money on said Land as above mentioned
he would indulge ^{and half} your orator for the payment of the residue until
the Fall of the year 1856 - And your orator further represents that in
pursuance of said last mentioned agreement he did tender to the said
Edward Bailey ^{about} ~~the same~~ sum of one hundred Dollars part & parcel
of said payment of three hundred & fifty Dollars due on the first day
of March 1856 as above mentioned which said sum of money
the said Bailey absolutely refused to receive from your orator stating at
the same time that was much as your orator did not at that time tender to him
the full amount of said sum of three hundred & fifty Dollars with interest
on the same from the 27th day of February 1854 he had forfeited his Contract
with him respecting the purchase of said Lot of Land & that he never made

Convey said Lot of Land to your orator but that the same belonged to him
again by the Terms of the written Contract above mentioned and your orator
further represents unto your Honors that the said Edward Bailey has at
all times since refused to receive the balance of the purchase money due
from your orator to him on said Lot of Land above mentioned always
insisting that your orator had forfeited all Claim & Title to said Land &
that he the said Edward Bailey was not bound by the Terms of said written Con-
tract to Convey said Land to your orator nor would he at any time thereafter
Convey said Lot of Land to your orator. And your orator further
represents unto your Honors that the said Edward Bailey further Containing
& intending to Cheat Defraud Wrong & oppress your orator has commenced
an action of Ejectment against your orator in the Court of Common Pleas
for Union County for the Recovery of said and hereinafter described Land
mentioned & described in said written Contract above mentioned & he
recovered a judgment against your orator in said action of Ejectment
& is about to give a writ of Habere Facias Possessionem & by said
writ Turn your orator out of the Possession of said and hereinafter
described Land so sold by said Edward Bailey to your orator as
aforesaid. All of which Actings & doings of the said Edward Bailey
are contrary to Equity & good Conscience & tend to the manifest wrong
& injury of your orator In tender Consideration whereof &
inasmuch as your orator is remediless in the Premises Court Common
Law & can only be relieved by the aid & interposition of the Equity
jurisdiction of this Honorable Court your orator Prays that the
said Edward Bailey may be made Dependent to this Bill & that
he be compelled on his Corporal oath just Law & perfect Conscience
to make to each & every of the allegations therein contained as fully
& Particularly as if he were here again interrogated to every part
& Parcel thereof. And that your Honors would grant unto him
your writ of injunction restraining the said Edward Bailey from
further Proceeding on said judgment in Ejectment above mentioned
and that on the final hearing of this Cause your Honors would
order adjudge & decree that any your orator bringing into this
Honorable Court the balance of the purchase money due on said
Land with the interest due thereon according to the Terms of the
written Contract above mentioned the said Edward Bailey
be compelled to Convey to your orator said Lot of Land by
Deed of General Warranty and that your Honors would grant
unto your orator such other & further relief in the Premises

as shall be agreeable to Equity & good Conscience and as to your
Honor shall seem meet & your order as in duty bound
will ever obey &c -

Charles B. Brown & Sons
for Capt

May it please your Honor to grant unto your order
your receipt of Robt. Brown

State of Ohio

Wm. County & I Cornelius Merston being duly sworn
depose and say that all the several matters and things set
forth in the foregoing answer as from the information
of others I believe to be true and that all the several
other matters and things which are stated in the foregoing
answer are true in substance and in fact,

Cornelius Merston
sworn to and subscribed before me this
17th day of October in the year 1856

W. Johnson Justice of the Peace

See 25

Cornelius Merston } Action Pending in the Court of
O vs } Chancery of Union County
Edward Baly }

To Cornelius Merston Plaintiff in
the above cause

You will take notice that on the 21st Day
of September A^d 1834 Between the hours
of 10 o'clock A^m & 6 o'clock P^m before

Am. Scott Esq: a Justice of the Peace of the Township of
Jackson in said County at his office in Jackson
Township in the County of Union the Depositions of
Jacob Reed Joseph Cameron Edward Williams Alvon Will-
ams James Williams Adam Ambady ~~Elizabeth Ambady~~ Henry
Lager John Beem Pierce Lanphew William Graham Esq
Peter Hopkins & wife John Price & others will be taken
by me to be read in Evidence on the trial of the above
Cause when & where you may attend & Put Interroga-
-tories if you see Proper Dated this 19th Day of Septem-
-ber A^d 1834

Edward Baly Defendant in
the above Cause

Deposition of John Price of Bowling Green
Township in the County of Marion taken on the
fourth day of April in the year AD 1838 between
the hours of ten in the morning and six in the even-
ing of said day at the office of Wm Graham purs-
uant to the inclosed notice to be read in evide-
nce in a cause pending in Union County Pleas in
chancery where in ~~and~~ Cornelius Merston is pla-
in tiff and Edward Baley is defendant as follows
The said John Price oath depose and saygly Baley
~~is~~ do you know anything about the destruction of the
timber on the place that Mr Merston now lives on
Ans yes a valuable sugar camp is destroyed
and the most of the rail timber is destroyed
ques was not there a considerable of improvement
on the place when Mr Merston bought it
Ans yes

question have you understood from Mr Merston
that he was not able to comply with his contract with
Mr Baley

Ans yes
ques dont you know that Mr Baley has suffered
much on the account that Mr Merston has not
complied with his contract

Ans yes in many ways
ques what was the price of land when my money
became due in this section of the country

Ans about two dollars per acre and for
some time after wards

ques what is the price of land now

Ans from three to five dollars per acre

John Price

Q B P Wm Graham a Justice of the Peace
Do hereby certify that John Brise was by me
sworn to testify the truth the whole truth
and nothing but the truth as a witness in the
above named case and that the foregoing Deposition
by him subscribed was reduced to writing by me
and taken at the time and place in the enclosed
notice specified given under my hand and seal
this fourth Day of April 1838

Wm Graham J P

fees swearing & books writing 90 cents

Witness fee 50 cents

John Scott Justice of the Peace do hereby certify that Joseph William Williams was by me sworn to testify the truth the whole truth and nothing but the truth as a witness in within named cause and that the foregoing Deposition was by me reduced to writing at the time, in the presence of the parties

GIVEN under my hand & seal this
11th Day of Sept^r 1839

John Scott J.P.

per Justice J. W. H.

Witness

50

Alfred Williams
Deposition
for Sept.

Deposition of Allison Williams taken on the 21st Day
of September in the year 1837 Between the hours of
ten in the morning & Six in the Evening of said
Day at the office of John Scott Pursuant to notice
given to be read in Evidence in a cause pending in
the court of Chancery of Union county Between
Cornelius Mershon Plaintiff & Edward Baley Def.

As follows the said Allison Williams Depose & Say
Question by Baley Did you on the 1st Day of
April 1836 see Mr Mershon tender him the said
Baley any money answer by witness I saw Mr
Mershon pull out a Pocket Book & take out something
like Bankbills & heard him say he had fifty or Sixty
Dollars in paper money - Silver & gold Question by
Baley Did you hear Mershon say he had not got all the
money he had promised me but would get more in a
few Days answer by witness he ^{said he} could not get all
the money but expected to get more in a few Days

Question by Baley Did I not tell Mr Mershon that
I would not take a part of the money without I
could get all answer by witness I heard him the
said Baley tell Mr Mershon that he would not
take a Part without taking it all Question by Baley
Did you hear Mershon say that if I would not take
what he offer me I would not get any till I get
it by Law Question by Attorney for Plaintiff

Did you hear Mr Baley say for what reason he
would not take part of the money without he got
all answer by witness I did not hear him say for
what reason Question by attorney Do you recol-
lect if Mr Baley said if he the said Mershon had
come the Day before he would have taken the money
Answer by witness I do not recollect such conver-
sation but something of that amoun took place

Question by attorney Did you hear Mr Baley offer
to give up his Popinions to Mr Mershon and take
Mershon in answer by witness I did not hear such
conversation & further this Deponent doth not

Signed Joseph Allison ^{my} Williams
mark

Rev. H. B. Hall
Dea. J. B. Hall
Super.

[Faint, mostly illegible handwriting in the left margin]

[Faint handwriting, possibly a list or notes, with some circular marks]

John Peter Bonnell

[Faint handwriting in the upper section of the right page]

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[Faint handwriting in the lower section of the right page]

Deposition of Francis Baldwin of Jackson Township in
 the County of Union taken on the 3 day of April 1838
 between the hours of 6 in the morning & 6 in the evening of
 day at the office of John Scott Pursuant to notice to be read in
 evidence in the cause pending between Cornelius Merhan Skemp
 and Edward Baley Deft as follows Quest By Plaintiff
 what is the value of the wheat & rye which I have
 sowed on the Premises on which I now reside
 Answer I suppose it to be nine acres & believe it
 to be worth five Dollars an acre
 Signed Francis Baldwin

I John Scott Justice of the Peace do hereby
 certify that Francis Baldwin was by me sworn
 to testify to the above deposition and that the
 same was taken at the time & place specified

Given under my hand & seal
 this 3 day of April 1838

John Scott J D

Justice fees	
Subpoena for	
4. Perrow	24 cts
Deposition --	12-
Witness fees	50 cts

Deposition of Adam Imboty Bowling green
Township in the County of Marion taken on
the fourth Day of April in the year of our
Lord 1858 between the hours of ten in
the morning and six in the evening of said
I at the office of Wm Graham Esq. pursuant
to the enclosed notice to be read in evidence
in a cause pending in Union County Pleas
in Chancery, where Cornelius Mershon is plain-
-tiff and Edward Baley Defendant as follows the
said Adam Imboty doth depose and say that
question by Edward Baley

has not the place been materially injured that Cornelius
Mershon bought of Edward Baley

Answer By witness I think it has because the most noblest
sugar camp in the country has been destroyed and ~~and~~ the
most of the best rail timber has been destroyed on the place
question was not there a considerable improvement on
the place when Mershon bought the place of Baley

Ans there was about eight acres cleared upto to eighteen
inches and under and about seven acres of it under a rear
small good fence and about four acres more partly
cleared and a good well walled and a decent smoke house
and a cabin dwelling house and the most of the logs of the
house he now lives in hauled and hewed

ques did not you help to do the work on that house

Ans yes

ques what do you think it worth

Ans I think it worth fifty five dollars

ques was not land selling from one dollar one fifty cts to
two dollars at the time my money became due from Mershon

Ans yes

question what do you think or state that land is selling for
now Ans from five to ten dollars per acre

Adam Imboty

25 P Wm Graham a Justice of the Peace
Do here by certify that Sam Barboty was
by me sworn to testify the truth the whole
truth and nothing but the truth as a witness
in the above named case and that the
foregoing deposition by him subscribed was
reduced to writing by me, and taken at the
time and place in the enclosed notice specified
given under my hand and seal this fourth
Day of April, 1838 Wm Graham J^r

fees sworn to & cents writing 35 cents
Witness fee 50 cents

Deposition of Samuel Sanders of Bowling Green
Township in the County of Marion taken on the fourth
day of April in the year of our Lord 1838 between
the hours of ten in the morning and six in the evening
of said day at the office of Wm Graham pursuant to the
in closed notice to be read in evidence in a case
pending in Union County please in Chancery where
as Cornelius Mershon is plaintiff and Edward
Baley Defendant as follows the said ~~Edward~~
Samuel Sanders doth depose and say by Baley
~~question~~ where was there not a considerable of an improvement
when I left it on the farm
Ans yes and it was well improved
Q by defendant would you not see as soon
had the place when I left it as to have it now
Ans yes, for what reason because there is too much
valuable timber destroyed
Q I considered that you have labored under a great
~~circumstance~~ and disadvantage by laying out of the
out of the Money, I say by Mershon
Samuel Sanders
mark

Wm Graham a Justice of the Peace
Do hereby certify that Samuel Sanders was by me
sworn to testify the truth the whole truth
and nothing but the truth as a witness in the
above named case and that the foregoing Deposition
by him subscribed was reduced to writing by me
and taken at the time and place in the enclosed
notice specified given under my hand and seal
this fourth Day of April A.D. 1888

Wm Graham J P

fees returning to A writing 20 cents
one subpoena for four witnesses 25 cents
witness fees 50 cents

24

I John Scott a Justice of the Peace do hereby certify that Henry Jager was by me sworn to testify the truth Hearshole truth & nothing but the truth as a witness in the above cause & that the foregoing Deposition was by me redressed to writing and taken at the time & Place in the notice specified

Given under my hand & seal this 21 Day of
Sept. 1857

John Scott J &

fees, Justice \$ 1.00

witnesses 50

Court fees 1.00

Henry Jager
depos. by Sept.

Deposition of Henry Sager of Jackson Township
taken on the 21 Day of September in the year 1837
Between the hours of ten in the morning & Six in the
Evening of said Day at the office of John Scott
Pursuant to notice given to be read in evidence in
a cause Pending in the court of Chancery of said
County Between the Cornelius Mershon Plaintiff &
Edward Baley Defendant as follows the said
Henry Sager doth Depone and Say that some
time in the month of May A^o 1836 I was called upon
to see a tender of Eighty five Dollars made by him
the said Baley to Mr Mershon which money I counted
myself in gold & Silver and saw he the said Baley
tender the same to Mr Mershon question by Defendant
E Baley. Did you not hear me at the same time
Demand Possession of the Premises & Demand rent for
the same. answer by witness I do not recollect hearing
you Demand Possession but I heard you Demand rent
But I heard Mr Mershon say you had got all the
Possession you ever would get question by Mershon
Plaintiff. Did you not understand the money you
saw tendered to be money which I had paid him
the said Baley for the Land answer by witness -
I did understand it to be so. question by same
Do you recollect to hear me tell Mr Baley that he
had not money enough to pay me. answer by
witness I recollect hearing you say there was not
money enough tendered to pay you all he the said
Baley owed you question by Mr Baley Did you
not see me make a tender of a Deed of conveyance
to Mr Mershon for the Premises he now occupies
answer by witness I was at Mr Mershons sometime in
the month of March A^o 1836 & saw a Deed & heard
it read to Mr Mershon & money Demanded of the
said Mershon he the said Mershon said that he had
not the money and if he had he would not pay it
on that Deed & further this Deponent saith not
Signed Henry Sager

C. Merston
v 3540
& Party

To the Clerk of the Court of
Chancery of the in County
of Middlesex of Joseph Dykeham
Taken care of & directed by
me to be read in Evidence
in the case of Constance Merston
vs Edward Gately Plaintiff in
Court

John Scott Justice of
the Peace

Dec 7 1837

Filia Sept 23 1837

v 3540

Witness my hand & seal this 7th day of Dec 1837



Deposition of Joseph Ingraham of Jackson Township
in the County of Union taken on the 20th Day of
September in the year 1837 between the hours of ten
in the morning & Six in the Evening of Said Day
at the Office of John Scott Pursuant to Enclous
notice to be Read in Evidence in a cause Pending
in the Court of Chancery Between Cornelius Mer-
shon Plaintiff & Edward Baley Defendant as
follows The said Joseph Ingraham Doth Depose
and Say that he saw Mr Mershon offer Edward Ba-
ley Money the amount he cannot ~~know~~ ^{tell} when Mershon
offered Baley the money he the said Baley asked
Mershon if he had all the money ^{he owed him} & that in Specie
Mr Mershon answered No. but observed that he
had the money he had promised him at that time
in Gold & Silver & some paper which he had
promised him the said Baley to save his Land which
he had bought of Benjamin Leger this money was
offered on the 1st Day of April 1836 at ~~on~~ near the
house of Edward Baley ~~from~~ I understood from Mr
Mershon but not from Mr Baley that this was a per-
me agreement - Question by E Baley Defen-
Did I tell Mr Mershon that I would have all
the money he owed me for the Land he had
bought of me or none - and that in Specie
answer by Deponent - it appears to me there was
such a conversation question by Edward Baley
Def. ~~Did he tell~~ ^{what} Did you hear Mershon say
was Done on the Place when he the said Mershon
came on to the same answer by witness I heard
him say there was a small cabin & some Land
cleared & fenced Question by Baley Defen-
Did you see him the said Mershon count out
any money to me on the 1st Day of April 1836
answer by Deponent Mr Mershon pulled out
a pocket Book & pulled out some Bills & Mr
Baley said he was a Day too Late if he the
said Mershon had fetched the money the Day
before he would have taken it & further this
Deponent saith not Signed Joseph Ingraham

John Scott Justice of the Peace Do hereby certify
that Joseph Ingraham was by me sworn to testify the
truth the whole truth and nothing but the truth as
a witness in the above named cause & that the fore
going Deposition by him subscribed was reduced to
writing by me & taken at the time & Place in the
Enclosed notice specified

Given under my hand & seal this
20th Day of September 1837

John Scott Justice of
the Peace

Union County }
Jackson Township }

fees witness -- \$0.50

Just. fees

3/4

Lover has the not B. a greatly Benefited
By the improvement he has made himself
and he has got several crops off it
Jesse Bower

I John Scott Justice of the Peace do hereby cer-
tify that Jesse Bower was by me sworn to tes-
tify the truth the whole truth and nothing but
the truth as the ~~fact~~ a writing in the above
Cause and that the foregoing Deposition
by him subscribed was reduced to writing
by me and taken at the time and Place
in the notice specified

Given under my hand & seal this 2^d
Day of March 1838
John Scott J^r
Jackson N.C.
This

Jess - Justice

Dep. 1.20 ct

Supp. 12 1/2

Witness 1.50 ct

Deposition of Jackson Townshend
in the county of Union Taken on the 24th Day of
March 1838 between the Hours of Six in the Morning
& 4 in the Evening of said day at the office of John Tate
Pursuant to the Enclosed Notice to be read in Evidence
in a cause pending in the Court of C. J. of Union
County between Counselors Mershon Plaintiff & Edward
Baley def^t the said doth demand & say

[Faint, mostly illegible handwritten text follows, appearing to be the body of the deposition.]

Deposition of of Jackson Township
in the County of Union Taken Pursuant to the Enactment
Notice ~~if Taken~~ to be read in evidence in a cause
pending in the Court of C. D. Union County between
Cornelius Merhan Plaintiff & Edward Bailey Def^t as follows
The Said Doth depose and say

Deposition of ~~John Scott~~ Taken Pursuant to

Deposition of Jesse Bower of Jackson Town
Ship in the County of Union Taken on the 24 of
March in the year 1838 Between the hours of 8 AM
& 2 PM of 2 Day at the office of John Scott Esq
Pursuant to the Enclosed notice to be read in evi-
dence in a cause pending in the court of Sessions
of Union County wherein Cornelius Mershon is Plaintiff
and Edward Baley is def^t. as follows the said Jesse
Bower - doth depose and say - - - - -

Ques^t By def^t Baley - you have been informed
By Mr Mershon that the Bill of Improvement
was correct Ans^r we valued the improvement
Correct as far as Mr Mershon informed us that
he had put on Ques^t By Baley would you
not consider the Damage & Losses I have sus-
tained By Mershons failure Equal to the value
of the improvement he has made on the farm
Ans^r I would say that I dont know
Ques^t have not I received a mater-
ial Damage By Mershon failure in not paying
me. Ans^r if Mr Mershon has ~~received~~ failed in
paying him he has received damage - Ques^t
has there not been a great Damage Done to
the Premises By the waste of timber. Sugar
Camp. & C Ans^r I should say that the sugar
trees has been killed as for other timber I have
not taken notice of Ques^t By Plaintiff do you
think it an Injury to the Place to kill the su-
gar trees on the Dryest and Best com land
on the Place Ans^r I dont think it an injury
on the Best Land on the Place
Ques^t By Baley Def^t. has not Mr Mershon
been greatly Benefitted By the improve-
ment which was put on By the Defendant
Ans^r I should say that he has

Pierce Lanphere

Deposition of ~~John B.~~ of Bowling Green
Township in the county of Marion taken on the fourth
day of April in the morning and six in the evening
of said day at the office of Wm Graham pursuant to
the enclosed notice to be read in evidence in a case
pending in Union County please in chancery
whereas Cornelius Mershon is Plaintiff and Edward
Baley Defendant as follows the said ~~Pierce Lanphere~~
~~Pierce~~ doath depose and say
question by Baley do you know any thing about
the contract between Baley and Mershon about
Lane

Ans yes I was present when Baley offered Mr
Mershon the deed for the lane and remanded the
money and I heard Mr Mershon tell Baley
that he had not got it
I have not suffered material injury in not getting my
money of Mershon when it was due

Ans yes in consequence of losing his Lane and
labour which he had bought was on the Lane ^{and other} and Lane
being more than twice as high as it was when
the money became due from Mershon to Baley
and he has sustained more than three hundred
dollars damage to my satisfaction
I was there not a valuable improvement on the
place when Mr Mershon bought it

Ans yes it was under good cultivation
I have not the place been injured by the destruction
of the timber

A yes and damage of the sugar camp
Pierce Lanphere

Pierce Sanphere

Deposition of ~~John B.~~ of Bowling Green
Township in the county of Marion taken on the fourth
day of April in the morning and six in the evening
of said day at the office of Wm Graham pursuant to
the enclosed notice to be read in evidence in a case
pending in Union County please in chancery
whereas Cornelius Mershon is plaintiff and Edward
Baley Defendant as follows the said ~~Pierce~~ Pierce Sanphere
~~doth~~ doth depose and say
question by Baley do you know any thing about
the contract between Baley and Mershon about
Lane

Ans yes I was present when Baley offered Mr
Mershon the deed for the lane and demanded the
money and I heard Mr Mershon tell Baley
that he had not got it
I have not suffered material injury in not getting my
money of Mershon when it was due

Ans yes in consequence of losing his Lane and
labour which he had bought was on the Lane and ~~land~~ ^{other} land
being more than twice as high as it was when
the money became due from Mershon to Baley
and he has sustained more than three hundred
dollars damage to my satisfaction
I was there not a valuable improvement on the
place when Mr Mershon bought it

Ans yes it was under good cultivation
I have not the place been injured by the destruction
of the timber

A yes and damage of the sugar camp

Pierce Sanphere

J. P. Wm Graham a Justice of the Peace
Do hereby certify that Peter Lumph was
by me sworn to testify the truth the whole
truth and nothing but the truth as a witness
in the above named case and that the
foregoing deposition by me and taken at
the time and place in the enclosed notice
specified given under my hand and seal this
fourth Day of April 1858

Wm Graham J P
fee swearing 10 cents writing 35 cents

Witness fee 50 cents

J. S. P. Wm Graham Justice of the Peace
Do hereby certify that Edward Williams was
by me sworn to testify the truth the whole truth
and nothing but the truth as a witness in the
the above named case and that the foregoing
deposition by him subscribed was reduced to
writing by me, and taken at the time and
place in the enclosed notice specified given under
my hand and seal this fourth Day of April
A. D. 1858 Wm Graham J. P.

fees swearing 2 cents writing 20 cents

Witness fee 50 cents

Deposition of Edward Williams of Bowling Green
Township in the County of Marion taken on the
fourth day of Aprile in the year of our Lord 1838 betw
een the hours of ten in the morning and six in the even
ing of said day at the office of Wm Graham pursuant
to the inclosed notice to be read in evidence in a cause
pending in Union County Pleas in Chancery
whereas Cornelius Merston is of part and Edward
Baley Defendant as follows the said Edward Williams doth
depose and say question by Baley

~~question~~ have you not understood from Cornelius Merston
that he has always failed to comply with his contracts
with Edward Baley

Ans yes

question did not he tell you that he would not ~~tott~~ pay
mr Baley one dollar

Ans yes

ques have not I lived under great disadvantages for
the want of the money that Mr Merston owes me
Ans yes for this reason for I have had to be friend mr Baley
in many instances

Edward ^W Williams
mark

Filed April 7th 1838

James H. Linnell

Opened at the request of
Depts of the April 20. 1838

To the Clerk of the
Court of Common Pleas
of Mason County Ohio
Depositions of David
Smith James Smith
and John Walker
John Linnell and
James Linnell
taken
before me and directed
by me to be read in the case
of Linnell v. Linnell
and Linnell v. Linnell
pending in the Court
of the Court of
James Graham

Tilica April 20. 1838

Sanus & Quia etc

State of this town on over to the
the 21 of March 1838 before the Judge
Justice of the Peace for the county of
Came the within named James
John Green James Green
Made oath that the within in
must be made &

Given under my hand & seal
the day & year above written

John Scott

[Faint, mostly illegible handwritten text, possibly bleed-through from the reverse side of the page.]

The undersigned being called upon by Cornelius
 Meahon to value and appraise his improvements and
 we find the same to be according to their bill
 9871 rails made and laid up at \$1.00 per hundred

1 field supposed to be four acres at \$10 per acre	\$40	00
two lots and garden supposed to contain one acre and a half \$18	18	00
1 field supposed to contain nine acres \$8	72	00
1 meadow supposed to contain ten acres \$6	60	00
1 field supposed to contain 7 acres \$40	280	00
1 field supposed to contain ten acres at \$8	80	00
1 one clearing supposed to contain 8 acres	9	37 1/2
1 deadning supposed to contain 25 acres	63	00
1 barn \$63	75	00
1 house at \$75	5	00
1 well at \$5	3	00
1 hog pen at \$3	2	75
bars and gates	25	00
1 house at \$25		

sept 1837

Francis Baldwin
 Jesse Bowen
 John Brewer

Union Com^o Pleas

O Marshawn

7 Inf. Bonds

E Bailly

Filce Nov 2^d 1836

Jas. G. Strong
" " 6th "

Know all men by these presents, That We Cornelius Marshawn
Joseph Ingraham & John Marshawn all of the County
of Union & State of Ohio are Held and firmly bound
unto Edward Baily in the Sum of ^{Two} ~~Four~~ Hundred
to the payment of which we Jointly and severally -
Bind Our selves Our Heirs, Executors and Admin-
istrators jointly by these presents sealed with our Seals
and Dated this 2^d day of November 1836
The Condition of the above Obligation is such, That
Whereas the above named Cornelius Marshawn
Has Obtained an Allowance of an Injunction
in the Court of Common Pleas of the County of
Union and State of Ohio to Stay all further pro-
ceeding Upon a Judgement obtained in the
same Court of Common Pleas by the said Edward
Baily against the said Cornelius Marshawn -
at the October Term thereof A D 1836 - For His term
yet to come in a certain Action in Equity &
costs - Untill the Matter thereof can be Heard in -
Equity Now If the said Cornelius Marshawn shall
pay all Monies & costs Due or to become Due from
him the said Cornelius Marshawn In & by virtue
of said Judgement at Law and all Monies & costs
which shall be Decreed against the said cor-
nelius Marshawn in Case said injunction shall
be Dissolved Then this obligation shall be void Other-
-wise in full force & virtue

Cornelius Marshawn

Joseph Ingraham Seal

Approved this 3^d Day of
Nov. 1836

John Marshawn Seal

Silas & Strong ltr

Union Com Pleas

Edward Baley
(ads.)

C. Marshon

Filed May 22. 1837
J. H. Gies
Clerk

Ans.

~~120~~

Hamilton city.

The answer of Edward Buley to the
bill of Complaint filed in Union Court
of Common pleas agst. this defendant.

This defendant for answer to said bill
or so much of it as is advised is necessary to answer
will say that he did make a contract of Sale
to complainant of a tract of land in Union
county which was made about the time mention-
ed in the bill, the precise time dept. cannot
tell because he has not the written contract, that
having been deposited with Esqr. John Scott of
Union county, a copy of which contract when
obtained this dept. may have made part of
his answer. The description of the land dept.
believes is rightly given in the bill. The price to
be paid by ~~Compt.~~ ^{Compt.} was four hundred dollars,
at the time and in the sum stated in his bill,
and with interest as stated. Compt. did take posses-
sion and is yet in possession, Compt. has made
some improvement on the land which might be
worth \$300. not more.

Compt. has paid some small part of the
purchase money at different times, amounting in
all to about eighty dollars, but not to the sum
of eighty five dollars, all which payments, with
the time they were made are indorsed on the
contract, and nothing more has been paid than
will appear on the contract. At the time of com-
pleting the second payment Compt. let dept. have
a year which at the price agreed exceeded that
payment ~~and~~ ^{in a small sum of dollars} and this balance
was agreed to be credited on the last payt. not then
due, which ~~was~~ the payt. made before due. Dept.
has no recollection or belief that he ever agreed to
give Compt. further time to make payment than
the time mentioned in the contract. He did once
tell Compt. that if he would let him have fifty dol-
lars to pay for land dept. had but he would give
him credit for sixty dollars, and would indulge
him in further time to pay the balance so long
as dept. pressed for money, but Compt. refused
to comply with the offer, and defendant posi-
tively denies that Compt. ever tendered him any
part of the said sum of three hundred & fifty dollars.

About the first day of April 1836 Compt. did offer to pay dept. about fifty or sixty dollars, this was after last paymt. was due and about six months after dept. had so urgently requested him to pay fifty dollars, which Compt. did refuse to accept, because he had determined from the bad conduct of Compt. not to be defrauded long or but to have all the money due him or to rescind the contract, and then informed Compt. accordingly. - And from that time Compt. never offered to pay the balance of the purchase money. At one time or more Compt. did say he would get & pay some small part if dept. would receive it, and at one time said judge. in ejectment, he said he could get and pay \$200. if dept. would accept it, which offer dept. has refused to accept for the reasons above. But dept. never refused to accept the whole sum due, because it was never offered; nor did he ever consent to give further time than the time mentioned in the contract, except on the condition as above stated which was not accepted or complied with by Compt. Dept. has at all times since the purchase money became due insisted on his right to rescind the contract, nor has he done any act to prejudice that right. Immediately on the last payment becoming due dept. went to Compt. and tendered him a deed for the land and demanded payment of the purchase money according to the terms of the contract. Compt. replied that he had not the money and could not get it. Dept. then about five or six weeks after demanding the money and tendering the deed as aforesaid, tendered to Compt. the full amount of all the money he had received of Compt. for the land with interest from the time the payments were respectively made, which sum & interest amounted at that time to eighty five dollars, which Compt. refused to accept. All which acts were done by dept. with a view to rescind the contract, and he so informed Compt. and at some time

deft. requested Compt. to surrender the possession of the land to him. and on his refusal to do so and deft. not being able to obtain the purchase money nor the land on request and believing that he had done every thing on his part to entitle him to the possession of the land, did bring an action of ejectment and did obtain judgment for the possession.

Deft. has done every thing required of him by the contract, and Compt. has failed in every thing required of him except paying the small sum of money above stated. Deft. has suffered injury in several ways by the failure of Compt. to comply with his contract. The land was considerably improved and affording deft. an income for the support of his family. He sold for the purpose of buying more land of like price for acre; and he did buy an other tract, depending on the price of the land sold Compt. to pay for it, and by reason of Compt.'s failure to comply with his contract, deft. was unable to pay for the land he purchased and was obliged to lose the land, and the improvements he put on it.

Deft. positively denies any other offer or tender of payment by Compt. than as above stated in this answer. And having answered every thing in the bill required to be answered pray, to be dismissed with his costs.

Grad Hamilton atty.

State of Ohio Marion county, S.

Personally came before the subscriber, Edward Bailey and made oath in due form of law that the above answer by him made ~~so far~~ as same is stated to be from information he believes to be true, and so far as is stated to be within his knowledge is true - Edward Bailey

Sworn to and subscribed before me this 22nd day of May AD 1837 Ira Wood
Justice of the Peace

The improvement of my By writing "Yes."
entered before signed

John A. C. W.

Sworn to and subscribed before me William W. Jones
a Justice of the peace in and for the County of Union
the day and year first above written

William W. Jones

A Justice of the Peace

Castles on three Des. Castles is mounted seven
centy - now By Blankett

Beaman
Ingram
Sept

Deposition of John Burn or Allen Township
in the County of Union and State of Ohio taken on
the seventh day of April in the year 1838
Between the hours of 10 o'clock A.M. and 6 o'clock P.M.
of said day at the office of Wm W. Hays Pursuant to
previous notice ^{given} to be read in evidence in a cause
pending in the Court of Chancery in Union County
Between Cornelius Mershaw Plaintiff and Edward
Baley Defendant. as follows. The said John Burn doth
depose and say - question By Plaintiff what did you
value my small grain at that is on the Premises where
I reside. Ans By witness I suppose there is nine or ten
and it is worth five dollars per acre. question By Plam-
tiff did you not come with Mr Baley when he come to
make my house to tender me a deed. Ans By witness yes Sir
question By Plaintiff what was the conversation between
Mr. Baley and my self. About the deed. Ans By witness
Mr. Baley told Mr. Mershaw that he had his deed ready
and Mr. Mershaw asked him to let him see the deed
Baley done so. Ed Ingraham read the deed. Mershaw
refused to take the deed. Mershaw said if he had a thousand
dollars he would not pay one cent for that deed. for the
~~but not the consideration~~ mentioned that Mershaw was
to give Baley question By Plaintiff what did I say my reason
was for not taking the deed. Ans By witness you stated that
the consideration was not mentioned in the deed that you
was to give Baley for the Land. question By Plaintiff
what consideration did the ^{deed} specify. Ans By witness one
hundred and forty dollars. question By Plaintiff did hear
me offer to let Baley have the Land back if said Baley
would pay me for my improvement and that I told
Baley that he might pick the man himself to value

From
I have sent notice of the above to
Cuthbert that I wish to learn how far you
are from to let the bill the whole of it & not
but the bill as a whole in the above case
and that the good going Report is now by me
referred to writing at the time & place the
the notice of the Report
Given under my hand & seal this 21st Day of
September 1834

John Cook

per Quarts - 80 3/4

Westbury per 50

Deposition
in Cause
of Sept.


Deposition of Joseph Camron Taken on the 21 Day of
September in the year 1837 Between the hours of ten in
the morning & Six in the Evening of said Day at the office
of John Scote Pursuant to notice given to be read
in Evidence in a cause Pending in the Court of Chan-
-cery of Union County Between Cornelius Merston
Plaintiff & Edward Baley Defendant as follows:

are you now to the Contract between me and Merston
yes I am Did you hear Mr Merston say that he would
not pay me until he was obliged to yes
question by the plaintiff what are the improvements ^{made on the farm} ~~the~~ bought by the plaintiff of the Defendant answer by
the witness I think they are worth Six hundred Dollars
ques by the plaintiff Did you ever hear the Defendant
say that he would give the plaintiff a longer time than
the verbal specified answer by the witness yes he
told me that if he would give him some Corn and his
Gray Mare and some Money to save his land that
he bought of Benjamin Sagar ^{would} and that Mr Merston
had not complied with it

question by the plaintiff do you now whether the plaintiff
was ready to comply with the conditions answer by witness
I am not certain but I heard Merston say that he would
let Baley have his mare and that he allowed to get
him some Corn

question by the Defendant was their Considerable improvement
made on the Land that I sold Merston ^{or} yes

And further this Deponent saith not Joseph Camron

 I John Scote Justice of the Peace do hereby cert-
-ify that Joseph Camron was by me Sworn to testify
the truth the whole truth & nothing but the truth as a witness
in the ~~the~~ above cause and that the foregoing Deposi-
-tion by him Subscribed was reduced by himself the said
witness to writing & taken at the time & Place above speci-
-fied in the notice specified

Given under my hand & seal this 21st Day of
September 1837 John Scote J.P.

Edwin Williams
Sep. 14 Sept.

Deposition of Edward Williams Taken on the 21st Day of
September in the year 1837 Between the Hours of Ten
the morning & Six in the Evening of Said Day at the Office
of John Scott Pursuant to Notice given to be read
in Evidence in a cause Pending in the Court of Chan-
cery of Union County Between Cornelius Marshon
Plaintiff & Edward Baley Defendant as follows

Question by Baley Do you believe that through Mr
Marshon Failure in Paying me according to Contract
I suffered Loss & Damage by not being able to fulfill
my contracts in relation to Lands I had Purchased
Answer by witness I do believe it. Question by same

on what grounds do you believe it Answer by
witness I believe if Mr Baley had got his Money
according to contract he would have been able to have
Purchased Land which now he has not

Question by Baley how Long ago Did Mr Marshon
request you to assist him to make up money to Pay
for his Land or when Answer by witness I can't say
when it was on or about the month of July 1837

~~Mr Marshon requested me~~

Question by Attorney ~~What~~ What Did Mr Marshon want
with the Money which he wished you to assist him to
obtain Answer by witness I did not understand from
Mr Marshon what it was for but understood from
this Discourse this was his Intention

Question by Attorney for Plaintiff was you acquainted
with the Contract Existing between Mr Baley & Mr Mar-
shon Answer by witness I was not Question by

same Did you know whether Mr Marshon fulfilled his
contract with Mr Baley Answer by witness I do not
know for certain whether he did or not But believe
he did not - Question by same Did you know for

certain that there was any Contract Existing between
Mr Marshon & Mr Baley further than from hearsay
Answer by witness I did not but from the acknow-
ledgement of Both Parties & further this Deponent
saith not Signed Edward Williams
mark

John Scott Justice of the Peace do hereby certify
that Edward Williams was by me sworn to testify
the truth the whole truth & nothing but the truth as
a witness in the before mentioned cause & that the foregoing
Deposition by him subscribed was reduced to writing
by me and taken at the time & Place specified in
the notice specified

Given under my hand & seal this 21st Day of
Sept^r 1837

John Scott Jst

Fees witness \$0.150
Just " 40

William Wilson

Deposition of ~~Edward Wilson~~ of Breeding Green Township in the County of Marion taken on the fourth day of April in the year of our Lord 1838 between the hours of ten in the morning and six in the evening of said day at the office of Wm Graham Esquire to the in closed notice to Read in evidence in a cause pending in Union County, Pleas in Chancery, where as Cornelia Mason is Plaintiff and Edward Haley is Defendant as follows the said William Wilson Doath Depose and say ---

ques by Haley

Ques Do you know any thing about John Bem swearing to Mr Mershons bill of appraisement at esqr Scotts on the 27th march 1838
Ans I heard him say he would not swear to any such a bill and likewise Joseph Ingraham told him to go in for they will call on you to swear to that bill
ques Do you consider him intoxicated at the time

Ans I do by his actions

William Wilson

25
I, Wm Graham a Justice of the Peace
do hereby certify that Wm Wilson was
by me sworn to testify the truth the whole
truth and nothing but the truth as a witness
in the above named case and that the
foregoing Deposition by him subscribed
was reduced to writing by me and taken at
time and place in the enclosed notice specified
given under my hand and seal this fourth
Day of April A.D. 1858

Wm Graham J P
Fees swearing & bents writing 20 cents
Witness fee 50 cents

Taken before Wm Graham

100

To the Clerk of the Court of Chancery
of Union County Ohio

Deposition of John Scott taken, sealed up
and directed by me, to be read in the case of
Carroll Merston vs. Edward Bailey pending in said
court.
John P. Brooks S. P.



John Scott

Deposition of John Scott of Jackson Township taken
on the 21st Day of September in the year 1837 Between
the hours of ten in the morning & six in the Evening
of Said Day at the office of John Scott Pursuant to
Notice given to be read in Evidence in the Cause pen-
ding in the court of Chancery of Union county Be-
tween Cornelius Mershon Plaintiff & Edward Baley
Defendant The Said John Scott Doth Depose &
Say that he was Present when Mr Mershon & Edward
Baley contracted for a certain Piece of Land in Jackson
Township, & heard Mershon tell Baley he would prefer
a Deed from James Taylor for said Land in preference
to one from him the Said Baley & further that
in the month of May 1836 he was present
near the house which the Said Mershon now occupies
& saw Mr Baley tender Mershon to the amount of Eighty
four or five Dollars in gold & silver which I counted
it was ^{part} in American Coin & ^{part} Spanish Dollars & Parts
thereof the Said Mershon refused to accept the
money Mr Baley Demanded Possession of the Premises
and Mershon told him he had all the Possession he ever
would get Baley then Demanded Rent of him the
Said Mershon I heard Mr Mershon say at that time
that the Credits Endorsed on the Article of agreement
Between Mershon & Baley were correct and the
amount of the whole with Interest was about Eighty
five Dollars I asked by attorney for Plaintiff. Did you
at any time hear Mr Baley say that he would give
Mershon any other time to make payment answer
by witness. I Did not I asked by Mershon Did
you ever hear me tell Baley if I would fetch him the
whole amount I owed him if he would accept it
answer by witness I heard Baley say that if he
would Pay him all the Purchase Money he would
take it I asked by attorney for Plaintiff what was
the money you then tendered to Mershon for answer
by witness it was for to refund the said Mershon
the amount of the Purchase money which he the

Said Mershon had Paid Baley at that time
& further this Deponent saith not
Signed John Scott

¶ L. J. ¶ I, John P. Brookins a justice of the peace
do hereby certify, that John Scott was by me sworn to
testify the truth, the whole truth, and nothing but the
truth, as a witness in the above named cause, and that
the foregoing deposition by him subscribed, ~~was~~ reduced
to writing by him, the said John Scott and taken at
the time and place, in the enclosed notice specified.
Given under my hand and seal this 21st day
of September 1837.

John P. Brookins Seal

Cornelius Messer
vs
Edward Baley

Union Court Pleas
in Chancery Pending

Plaintiff will take notice that the
defendant will proceed to take the
depositions of James Williams &
others will be taken to be read
in Evidence on the trial of the above cause on ~~Wed~~
nesday the 4th Day of April 1838 before William
Graham Esq. a Justice of the Peace of Bowling Green Township
Morris county N.J. at his office between the hours
of Six in the morning & 10 in the evening of said
day attend & hear examine

March 31 1838

Edward Baley

Rus made tender immediately after purchase and
6 weeks after tender of money paid

Jacob Rus shows tender ^{by contract} April 1 1836

Nathaniel G. Merriam propo. to give up land on part
of improvements

Joseph Ingraham Consⁿ in deed tendered
between 100 and 150 \$ tendered 1 March 1836

John Beem Consⁿ in deed tendered 140

Henry Sayer saw ~~contract~~ offer to refund in May 1836

15
35
350 - 1 March 1836

Filed April 11th 1838

James H. Rice Clerk

Witness at request of J. D. G.
April 20 1838

To the Clerk of the court of
C. P. senior county Ohio

Deposition of B. Sager & others
taken & read up & to be read in
evidence in the case of Columbus
Newman & E. Boley Plaintiff in
said court

John Scott J. D.

Deposition of Benjamin Leger of Jackson Township
Taken on the 24 Day of March 1838 Pursuant to
notice given to be read in Evidence in the Court of
C.D. in chancery of one or county Between Cornelius
Mershon P^t & Edward Baley Def: as follows the
said Benjamin Leger doth depose & say that Mr
Mershon & Mr Baley came to me to make some arrange-
ment in respect to the Land Mr Baley bought of me
Mr Baley wanted me to take Mr Mershon I told
him I could not do it I would still hold him for
the Day then we agreed that I was to wait to the 1st
day of April that Mr Mershon did agree at that
time to pay the amount of money due me so I
waited Quest By the Plaintiff did I not agree
to furnish Mr Baley with that much money against
that time. Ans: By Deponent, Yes. Quest By Plaintiff
Did Mr Baley purchase this Land from you before
purchase this Land of Baley Ans: Yes. Quest By
Plaintiff did Mr Baley's Payments come due to you
at the same time my Payments come due to Mr Baley
Ans: the Deponent does not know - Quest By P^t
did ^{any of} Baley's Payments to you come due on the 1st of
March Ans: No.

did you consider that you would have taken
the money from Mr Baley on the 1st of April
if he had offered it to you Ans: Yes.

what Year did Mr Baley pur-
chase of you Ans: I do not recollect.

what kind of Money
did you exact of Mr Baley Ans: Any kind
that was current Quest By Def: Baley -

at the time myself & Mershon came to you did
you not refuse to take the amount of Money due
you from ^{me} you Ans: No.

did you not agree to wait till Mr Mershon paid
me Ans: I agreed to wait till the 1st day
of April

Ques: By Dep^t. did you not advise me to sell
the Land which I sold to Mr. Mershon and Pur
chase Land that was cheaper Ans: Previous to
your Purchasing of me & you Selling to Mershon I
advised you to do so, did you not always
understand of me that I intended to Purchase the
Land whereon I now Live while Land was cheap
Ans: I have heard you say frequently that you
wished to Purchase that Land Ques:
has not Land raised considerably since I Purchas
ed of you? Ans: it sells higher than it did
Ques: is not Land more than double
the value it was at that time Ans: I have
been informed it is Ques: did you not
warn me off before the first of April Ans: I did
not warn you off But I forbid you cutting tim
ber on the Land Ques: By P^t. Do you know
whether Mr. Taylor owns the Land whereon Mr. Baley
now Lives Ans: no. Ques: do you know whether the
Land whereon Mr. Baley now Lives has been for sale
since he sold to Mr. Mershon Ans: I do not
Ques: did not Mr. Baley agree to wait with Mershon
some time longer if Mershon would Pay him as much
money as would redeem the Land he Bought of you
Ans: he would not be in such distres for the rest
Ques: what amount of money was Mr. Baley to Pay
you on the 1st day of April Ans: Between forty
& Sixty Dollars Benjamin Singer

I, John Scott Justice of the Peace do here by certifying
That that Benjamin Seger was by me ^{affirmed} ~~affirmed~~ to
testify the truth the whole truth and nothing but the
truth as a witness in the before named cause and that
the foregoing Deposition was by me reduced to writing
and taken at the time and Place in the notice speci-
fied Given under my hand & Seal this 24th Day
of March 1838
John Scott J. P.
Jackson H. C.
Ohio

Justice fees 58 ct

witness - 50

Days + fees 65 ct

Deposition of Joseph Ingraham of Allen Township
in the County of Union in the State of Ohio taken on
the 7th day of April in the year 1838 Between the
hours of 10 o'clock A.M. and 6 o'clock P.M. of said
day at the office of Wm. Hanes pursuant to previous
Notice given to be read in evidence in a cause pend-
ing in the Court of Chancery of Union Cty Between
Cormelius Merston plaintiff and Edward Bailey Defendant
as follows. The said Jo^s Ingraham doth depose and say
Question By Plaintiff was you not at my house when
Bailey came and presented me a deed on the 1st of March
1836. Ans. By witness yes Q. By plaintiff did you hear
me object to the deed, any? By witness I did. question
By Plaintiff and what was my objection? Ans. By witness
you stated that the consideration you was to give ^{him} was
not mentioned in the deed and you would not pay money
on such a deed. you also stated that Taylor could not
make a good deed at that time as there was a difficulty
in the transferring. question By Plaintiff did you not read
that deed yourself. Ans. By witness I did. question By Plaintiff
what was the consideration mentioned in the deed
Ans. By witness I will say between one hundred and
a hundred and fifty dollars. Joseph Ingraham
interlined before signed

Sworn to and subscribed before me William W. Hanes
a Justice of the Peace in and for the County of Union
the day and year first above writing
William W. Hanes (seal)
Justice of the Peace

Wm. M. Smith
1838
James M. Smith

to the Clerk of
the Court of common
Law Ohio

Received on request of Depts
atty April 26th 1838

25

Deposition of Nathaniel S. Mershon of Allen town-
ship Union County Ohio taking on ^{the seventh day of} ~~the~~ ~~seventh~~ ~~day~~ of
April 1838 Between the hours of 10 o'clock and 6 o'clock
of said day at the office of Wm W. Flannery Justice
of the Peace Notice given to be read in evidence
in a cause pending in the Court of ~~Commons~~ Cha-
ncery of Union City between Cornelius Mershon Pla-
intiff and Edward Baley Defendant as follows The
said N. S. Mershon doth depose and say: Question By
Plaintiff. did you hear me offer to let Baley have the Land
back if said Baley would pay me for my improvement and that
I told Baley that he might pick the men himself to value
the improvement Ans By witness yes I did question By Plaintiff
did you ever hear me and Baley make any private contract
Ans By witness Baley told Mershon if he would pay him
enough money to save his Land which was between forty
and sixty dollars, and the said Baley told Mershon that
he would wait Mershon's own time and take a part of
the balance in horses if Mershon would pay him the interest.
~~so the said Baley agreed it. Mershon told Baley that he~~
would get the money for him if it was in the state
of Ohio to save his Land Nathaniel S. Mershon
interlined before signed

~~Let the witnesses subscribe his name to the last~~
~~two~~

Sworn to and subscribed before me William W. Flannery
a Justice of the Peace in and for the County of
Union the day and year first above written

John Price

Deputy Sept

1840

1841

1842

1843

1844

1845

1846

1847

1848

1849

1850

Sept 1840
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Sept 1840
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Sept 1840
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Sept 1840
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1850

Deposition of John Price of Jackson Township
in the County of Union & State of Ohio Taken on
the 21th Day of September in the Year 1837
Between the Hours of Six in the Morning & nine
in the Evening of said Day at the Office of
John Scott Pursuant to Notice given to be read
in Evidence in a cause Pending in the Court of
Chancery of Union County Between Cornelius Mer-
ston Plaintiff and Edward Baley Defendant Both
deposed & say that he knows nothing relative to the
case in question, Question by Defendant Edward Baley
are you knowing to any Enmity Existing between my
self & Benjamin Sager, answer by witness " From the
conversation of both you & Mr Sager which I have heard
you both Express I would consider an Enmity Existing
or at Least a Bad understanding for some Length
of time back & further the Deponent saith not
Signed John Price

I John Scott a Justice of the Peace Do hereby
certify that ~~on~~ John Price was by me Sworn
to testify the truth the whole truth & nothing but
the truth as a witness, in the above cause
and that the foregoing Deposition was by me
reduced to writing & taken at the time
& Place in the notice specified
Given under my hand & Seal this 21 Day
of September AD 1837
John Scott J.P.

Fees Just. \$ 0.45

Witness " 50

Deposition of James Williams of Bowling Green ^{town} in the county of Marion taken on the 4th day of April A.D. 1838 between the hours of ten in the morning and six in the evening on said day at the office of Wm Graham pursuant to the inclosed notice to be read in evidence in a cause pending ~~at~~ upon county pleas in Chancery where vs Cornelius Merston is plaintiff and Edward Baley Defendant as follows the said James Williams doth depose and say
ques ^{by Baley} was you present on the first of April 1836 when Mr Merston came to where Mr Baley was a clearing n

Ans yes

q. did you see Mr Merston offer Mr Baley any money
A I did not

q. did you here Mr Merston say that he failed in getting all the money that he ^{at that time} promised Baley
Ans yes I sat by Mr Baley all the time that he ~~was~~ was there

q

James Williams

L.S. J. P. Wm. Graham a Justice of the Peace
Do hereby certify that James Williams was
by me sworn to testify the truth the whole truth
and nothing but the truth as a witness in the
above named case and that the foregoing
Deposition by him subscribed was reduced
to writing by me and taken at the time and
place in the enclosed notice specified given
under my hand and seal this fourth Day
of April A.D. 1898

Wm. Graham J. P.
fees swearing 1 cent writing 20 cents

Witness fee 50 cents

To the Clerk of the Court of Chancery of
Union County, Ohio

Depositions of John Price & others taken sealed
up and directed by me to be read in Evidence
in the case of Cornelius Mershon vs Edward
Walley Pending in said Court

Filed Sept 23rd

1837

Asst. Secy. Clerk

John Scott

Justice of the Peace

Plena of Agency Dist's
Court

Deposition of Jesse Bowen Taken on the 21 day
of Sept 1837 Between the laws

Chancery Case File

Case No. 1836-CH-0009

No. 36-CH-9



Union Common Pleas Court.

Catharine A Barry

Plaintiff,

AGAINST

Thornston M. Carter

Defendant.

JUN TERM, 1837

Partition

DECREE FOR PLAINTF

Journal 1

Page 320

Record No. 3

Page 60

Ex. Doc.

Page

Union Com. Pleas

Catharine A. Barry
or.

Thoynto McCarty
James M. Cuddy
and
Stephens Y. Mason.

Post for papers.

Filed Nov 5, 1836

W. Strong Clerk
C m D

Case bill made

1837.

6101

1758

175

152

614437
741

1050

200

187

1437

2711

387

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

The petition of Catharine A. Barry demandant respectfully
sheweth unto your Honors that Stephens Thompson Mason,
your demandant's father departed this life many years
ago and left a will by which he devised to his children his
real estate charged with the payment of debts by assets
which have since been paid and discharged. The said
testator left Catharine by his last will Mary A. wife of
Benjamin Howard, Emily P. Mason, John Thompson Mason
Stephens J. Mason Amos Howard T. Mason and your deman-
dant. For the purpose of making distribution amongst
his children the said Stephens Thompson Mason devised
all his real estate to Mary Mason, mother of your pe-
titioner and John Thompson Mason your demandant
and gave them power to make division and assignment
and which was more fully appraised by the order of the said
Stephens Thompson Mason admitted to probate in said
County in the State of Virginia July 11th 1803.

Your demandant further represents that said trustees in
pursuance of the directions in said will by them due and
due execution vested in your demandant on the
26th day of May 1812 one undivided third part of all
the lands and tenements of whatever said Stephens Thompson
Mason did possess or possess or in which he was in any
wise entitled to law or equity situated by and by within
the limits of the State of Ohio and which amongst other
things were more fully appraised by said deed recorded
vol. 2 pp. 309-110 in Union County. The demandant claims
under said will of her father and the deed to her of said Trustees
one undivided third of the following lands situated in the Virgin-
ia Military District in the State of Ohio to wit No 3354 con-
taining 1363 $\frac{1}{2}$ acres No 2250 containing 1375 acres - No 3350 containing
1256 acres - No 3353 containing 865 acres - No 3352 containing
909 acres - and also 3355 containing 437 acres all situated
in the County of Union aforesaid - No 1493 containing

1177 acres lying in the County of Delaware in said State
also No 654 concerning 1000 acres situate in Pikeaway
County in said State also No 1280 concerning 156 2/3
situate in Fayette County in said State. These several
deeds were patented to said testator in his life time
and to his said trustees since his death.

And this demandant further states that the sons of said
testator were John T. Mason, Stephens T. Mason and
Armistead T. Mason had then several parts and por-
tions of said estate set off and deeded to them of
their lands and property by said trustees. Mary A. Howan
wife of Benjamin Howan had also a deed from
said trustees for an undivided third of said lands
and Emily R. McCarty wife of William McCarty in
like manner received a deed for an undivided third
of said lands. your demandant further sheweth
that Benjamin Howan & Mary A. Howan his wife
departed this life in testate and without issue many years ago
by which the undivided third of said lands descended equally
to his surviving brother and sisters - that Stephens T. Mason
also departed this life many years ago in testate and without
issue and his share of the estate of his sister, the said Mary
A. Howan, in said lands, became vested in his surviving
brother and sisters. Armistead T. Mason departed this
life leaving an only heir Stephens T. Mason entitled to his
father's share of said land derived from the said Mary A.
Howan and Stephens T. Mason the elder what said
Stephens T. Mason the younger is still a minor.
The said Emily R. McCarty departed this life leaving a
husband still living and two infant sons her only chil-
dren their names Catha Theron and James McCarty.

The said John T. Mason who was entitled to some twelfth part of said land
descended from his said sister in law a deed to your petitioner for
his share. your petitioner further states that by order of the court
he has been title to one half of said lands - that Theron and
James McCarty are entitled to five twelfths thereof and

that Stephens J. Mason only heir of a ~~James J. Mason~~
is entitled to the other one half the land. The said Thomas
and James M. Carty residing in Fairfax County in the
State of Virginia the said Stephens J. Mason residing in
Loudon County in the State of Virginia. you petition
prays that his mouth of said land may be assigned to him
in severalty and that such proceedings may be had in
the premises as the Statute in such cases authorizes.

Inmo atty.
In pet.

7/12 Cer



Faint, illegible handwriting is visible across the page, appearing as light grey or brownish smudges and ghosting of text. The text is mostly concentrated in the upper half of the page and is too faded to be transcribed accurately.

State of Ohio Union County ss.

To the Sheriff of said County Greeting

We command you that without delay, By the oaths of Silas G. Strong Stephen McLain & Levi Phelps, you cause Catharine A. Barry to be endowed

of one full half of the following real Estate, Situate in the County and State aforesaid to wit Survey No 3354 containing 1363 1/2 acres No 3356 containing 1375 acres No 3357 containing 1256 acres No 3353 containing 865 acres No 3352 containing 909 acres and No 3355 containing 437 acres also situate in the County of Delaware & State aforesaid to wit Survey No 1193 containing 1177 acres also situate in the County of Pickaway and State aforesaid, Survey No 654 containing 1000 acres also situate in the County of Fayette and State aforesaid by Survey No 1280 containing 168 2/3 acres, all, of the Virginia Military District.

And also that in like manner and by the like oaths of the same Silas G. Strong Stephen McLain and Levi Phelps you cause partition to be made of the same lands, among the following persons and in the following proportions, to wit, to Thornton McBarty and James McBarty, five twelfths thereof; and to Stephens C. Mason one twelfth thereof, and that your proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union together, with this writ

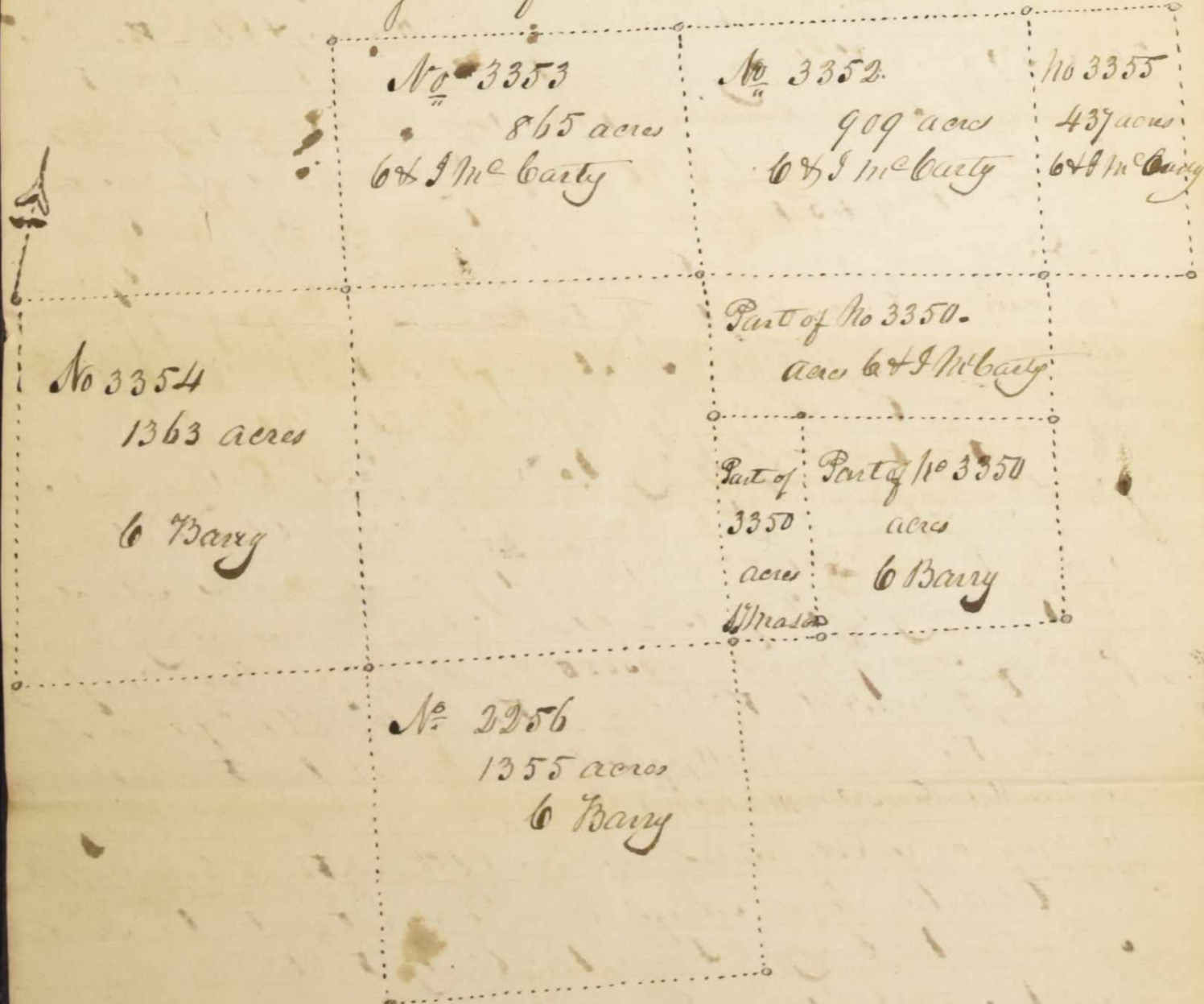
Witness Joseph R. Swan President Judge of our Court of Common Pleas aforesaid, this 17th day of April A.D. 1837

Attest James W. Gill Clerk

I have proceeded to execute the above command and attach the Commissioner report and request said report be made part of this return June 1st 1837 R Clark Sheriff

909 acres also the whole of Survey Numbered 3355 containing 437 acres all in the County of Union also 500 acres Being part of Survey Numbered 3350 and is bounded as follows Beginning at a Mulberry & 2 Sycam then S 10° 45' E 187 poles to a Stake then N 84° 20' E 442 poles to 2 Sugar trees & Iron wood then N 12° W 187 poles to 2 Sugar & an Oak then S 84° 20' W 442 poles to the beginning - Being 2711 acres in all and being considered equal in value to five Twelfths of the whole - all of which will be fully represented upon the Diagram hereunto annexed -

Diagram of Lands Situate in Union County



Pickaway

A 654
 1059
 S J Mason

Hayden Co.

1289
 187
 S. J. M.

Deleware County

No 1193
 1177 acy
 6 Barry

Given Under Our hands this 1st Day of June 1837

Silas G Strong
 Levi Phelps
 Stephen M. Linn

Fees

L Phelps - 15 Days @ 2.00	\$30.00
Stephen M Linn 12 Day - 150	18.00
Silas G Strong 12 Day - 150	18.00
Whamner & Orman - 14 Day - 75	10.50
Contingent Expenses	27.37 1/2
	<hr/>
	\$103.87 1/2

Sherriff Costs

Sum _____ 35

Inquest _____ 1.00

Net _____
\$1.40

Samly

5

Union Com. Files

Catharine A Barry

vs

Thornton McCarty

James McCarty &

Stephens J. Mason

Commissioners report

Filed June 1st 1837

James H. Lee Clk

Catharine A. Barry

Thornton & James

McCarty & Stephens

J. Mason

Writ of Partition

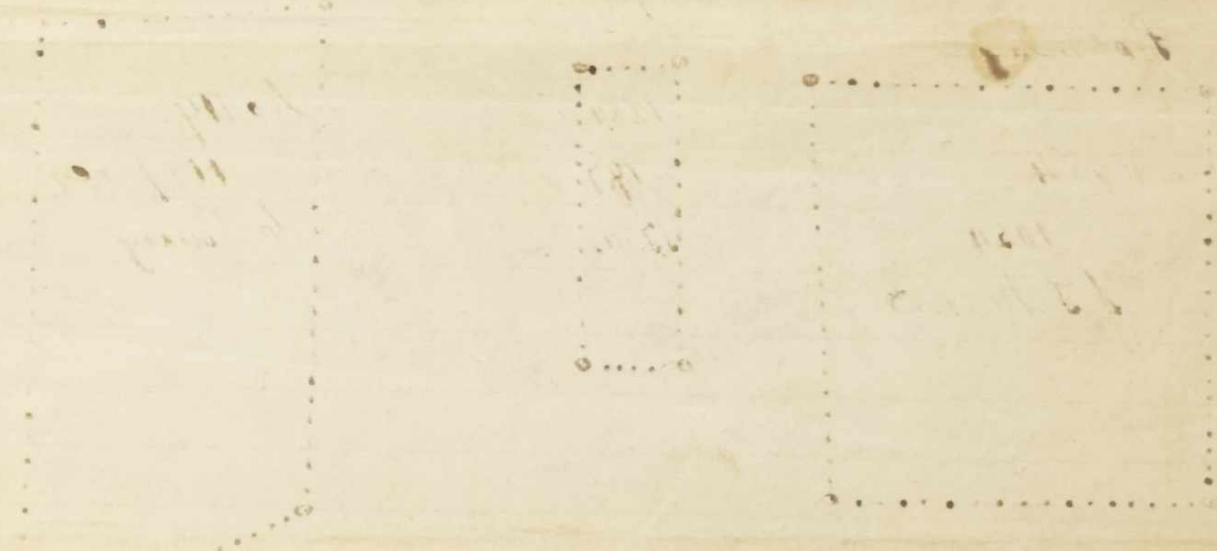
Filed June 1st 1837

James H. Lee

Clk

April 22nd 1837 This day practiced the within named Commission

We The undersigned Freeholders in pursuance
 of the Command of a Writ of Partition in the Case wherein
 Catharine Barry is Demandant & Thornton McCarly James
 McCarly & Stephens & Mason are Defendants Have
 proceeded (being first duly sworn) to view each Tract of
 Land mentioned in said Writ - and have made partition
 thereof as follows to wit - We have set off and ap-
 ported to Catharine Barry the Demandant - The whole
 of Survey Numbered 2256. containing 1355 acres - Also the
 whole of Survey Numbered 3354 containing 1363 acres also
 556 acres being part of Survey Numbered 3350 and said
 556 acres are bounded as follows Beginning at 2 Sugar, the
 corner in the East Line Thence S 12 E 260 poles to 2 Ashes & Hickory Thence S 80° 15' W 336
 poles to a Stake Thence N 10° 45' W 290 poles to 2 Hickories & Elm Thence N 84°
 20' E 331 poles to the beginning All in the County of Union Also the
 Whole of Survey Numbered 1193. & 1493 containing 1177 acres -
 and is situate in the County of Delaware - The whole ac-
 counting to 4451 acres all of which is Represented on
 a Diagram herunto annexed and is considered by us
 to amount to 1/12 of the whole value - Also we have
 set off and apportioned to Stephens & Mason one of the
 Defendants one Twelfth of the whole - as follows
 being the whole of Survey Numbered 654 containing 1050
 acres and is situate in the County of Pickway Also the whole
 Survey Numbered 1280 containing 187 acres and is situate
 in the County of Fayette - Also 200 acres being a
 part of Survey Numbered 3358 and is bounded as follow
 Beginning 2 Ashes & Elm the SW corner Thence N 10° 45' W 290 poles to
 a Stake Thence N 84° 20' E 111 poles to 2 Hickories & Elm Thence S 10° E 290
 poles to a Stake Thence S 80° 15' W 111 poles to the ^{beginning} and is situate in Union County
 Making as is Estimated one Twelfth of the whole value
 Also we have set off and apportioned to the said
 Thornton McCarly & James McCarly the whole of Sur-
 vey No 3353 containing Eight hundred & sixty five acres
 also the whole of Survey Numbered 3352 contain
 (Carra^o Co)



[Faint, illegible handwritten notes and signatures at the bottom of the page, possibly including names like 'James McCarly' and 'Stephens & Mason']

Union Com Pleas

Filia [redacted] 1837

[redacted]

[redacted]

367
STATE OF OHIO, ss.—Union County Court of Common Pleas—Clerk's Office, November 7, 1836.—Catharine A. Barry, vs. Thornton McCarty, James McCarty, and Stevens T. Mason.—Petition for partition.

The said Thornton McCarty, James McCarty, and Stevens T. Mason, are hereby notified that Catharine A. Barry, by Gustavus Swan, her Attorney, has filed in this Court her petition for partition against them; the object and prayer of which is, to obtain partition of certain Lands in the Virginia Military District, to wit: Survey No. 3354 of 1363½ acres; No. 2256 of 1375 acres; No. 3350 of 1256 acres; No. 3353 of 865 acres; No. 3352 of 909 acres; and No. 3355 of 437 acres; all situate in said county of Union, and State of Ohio. Also, survey No. 1193, containing 1177 acres, in the county of Delaware. Also, survey No. 654, containing 1000 acres, in the county of Pickaway. Also, No. 1280, containing 166¾ acres, in the county of Fayette, in the State of Ohio. The defendants will further take notice, that the said Catharine A. Barry, by her said Attorney, at the next term of said Court will make application for an order of partition of said premises, ~~agreeably to said petition, and that said petitioner claims title to six-twelfths of said premises.~~

G. SWAN, Att. for Pet.
Attest—SILAS G. STRONG, Clerk.
February 17..4w

The State of Ohio, Franklin County:

Chas. Scott being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper in general circulation in the county of Union—four consecutive weeks, from and after the 17th day of February 1837
Chas. Scott

Sworn to, and subscribed, before me,
this 27 day of March 1837

John Wood

Justice of the Peace,
in and for said County.

Printer's Fees, \$ 2.50

This affidavit, 25

Union Com Plea

Catharine A Barry

vs J. fa

Thomson & James McCall
& Stephens S. Mason

Judgment \$88,12 1/2

This writ 35

\$88,47 1/2

Surv 35

Inquest 100

Appraisers 150

Advt writ 200

Advt writ 225

Mil 10

Mil 235

Laundage

Filed Oct 4th 1839

J. H. Gere Clerk

Recd July 16th Stogate 8th Lined on 30 acres
of land part of Survey No 3350 and appraised
the same by the oath of Wm Swadgrope
John Hefley & David R Churchwell at \$530 1/2 per acre
offered land for sale equals to advertisement and
sold to W. W. Allen the highest Bidder at \$387 1/2 cents
for one ten 30 acres & 130 rods amounting to \$1194 1/2
Sept 30th 1839
With out any more
At Clerk's hands

State of Ohio Union County p

To the Sheriff of Said County Greeting

We command you that you cause to be levied of the goods and chattels in your bailiwick of Thornton McCarty and James McCarty the sum of Eighty eight Dollars and twelve and a half cents which by a decree of our Court of Common Pleas within and for said County of Union Catharine A. Barry recovered against the said Thornton and James McCarty as costs in a case of Partition brought by the said Catharine A. Barry against the said Thornton & James McCarty and Stephens J. Mason with Interest thereon from June first A.D. 1837. at which time said decree was obtained until paid. and for want of goods and chattels that you cause the same to be levied of the lands and tenements in your bailiwick of the said Thornton and James McCarty and have the money before our said Court of Common Pleas on the first day of their next term to render. and have you then there this writ (Witness) R. H. Fran President Judge of our said Court this 11th day of July A.D. 1837

J. H. Gill Clerk C.P.

Chancery Case File

Case No. 1837-CH-0001

No. 37. CH-1

Union Common Pleas Court.

Joseph Murphey Plaintiff,

AGAINST

Lawrence Ashburn Defendant.

JUL TERM. 1846

JUDGMENT VS DEFENDANT

Journal 3

Page 443

Record No. 4

Page 558

Ex. Doc.

Page

Jan 1/25

Joseph Murphy
vs.
Lawrence Ashton et al

Dice

in Chance

Sub C

Cast list made

Recorded in Vol 4. 558
559. 560. 561. 562. 563
564.

2 copies made

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

Joseph Murphy of the County of Union and State
of Ohio Represents that Lawrence Ashton of the
County of Fauquier County Virginia and whom
your orator prays may be made defendant to this
Bill on the 8th day of December 1834 pretending
to be seized in fee simple of a certain tract of land situate
in said County of Union and which is hereinafter more par-
ticularly described and being desirous to dispose of said
land did enter into an agreement for the sale thereof
to your orator which said agreement was reduced to
writing and signed by the said Ashton and your orator
and was in substance as follows. The said Ashton
agreed to sell to ~~your~~ your orator 150 acres of land
being part of Survey No 6107 lying in said County of
Union beginning at a black and 2 sugar trees North cor-
ner to the original survey in the line of John Nichols
Survey No 58.09 thence with said line S 18. E so far on
that line as to include one hundred and fifty acres of by
running a line N. 83 W to the line of the four hundred acres
which was sold by Wallace and Watts to the State of Ohio
which said 400 acres is a part of said Survey 6107 thence
with the line of said ~~survey~~ 400 acres N. 18. W to the
N. Easterly corner of said four hundred acres thence
N. 72° E. to the beginning. For which 150 acres
your orator agreed to pay said Ashton one dollar
and fifty cents per acre at the times and in the
manner following that is one hundred ^{and seventy five} ~~at the time~~
^{dollars} of the making of said agreement and fifty dollars
to be paid on the 1st day of May 1835 at which
time said Ashton was to make your orator a good
and sufficient general warranty deed for said land

all of which will more fully appear by reference being
had to said agreement which is here with filed. Your Orator
further charges that he paid the 175\$. at the time of enter-
ing into said agreement that ~~you~~ your orator executed
his agreement in writing to pay other fifty on said 1st
day of May 1835 and delivered the same to the said Ashton
Your Orator further charges that he has since paid
to said Ashton the sum of twenty three dollars in part
payment of the last fifty dollars. And your Orator
further charges that your Orator has again and again
since the said 1st day of May 1835 tendered or offered
to ~~pay~~ ^{pay} to said Ashton the full balance of the said
purchase money on his said Ashton delivering your
orator a good and sufficient deed for said land as
by his said agreement he was bound to do and your
orator further charges that said Ashton has always
hitherto and still doth refuse to execute said cove-
nance to your Orator your Orator further charges
that he is informed and believes that the title in fee simple
is not in said Ashton but in one Arthur Watts of the
County of Ross and State of Ohio. (Whom your Orator may
may be also made judant in this his bill.) that said Ashton
holds said land of said Watts by article of agreement, title
Bond or other written evidence of purchase. that said Ashton
still owes said Watts for the purchase of said land but how
much your Orator is not able to say positively. Your
Orator further represents that he has in all things on his
part performed the conditions and terms of said agreement
with the said Ashton and brings here into Court the balance
due said Ashton on said land but charges that said
Ashton wholly neglects and refuses to perform on his
part said terms and conditions Your Orator

Therefore pray you writ of Subpoena may issue
against the said Arthur Watts and Laurence Ashton
and that they may be compelled to answer on their corporal
oaths all ~~and~~ singular the premises and that the said
Arthur Watts may answer and say particularly by
what title said Ashton holds said land, how ^{much} has been
paid on said land by said Ashton to him, how much
remains to be paid, and when the same was or is to
be paid him by said Ashton and your orator further
prays that on the final hearing of this cause the said
Laurence Ashton may be decreed to specifically to
perform said agreement with your orator or if it
appear that he is unable so to do that said Arthur
Watts may be decreed in such manner as ~~you~~ may be
agreeable to equity and good conscience to convey the
same to your orator or receiving the balance of
the consideration due from said Ashton for said
land from said Ashton or this complainant and
your orator further pray that should your orator
have to pay said Watts the balance due him on
said land that said Ashton be decreed to repay to
your orator so much of his purchase money as was
with interest and ~~damages~~. such damages as your
orator will then and in that case sustain by the
premises and that your orator may have other and
further relief in the premises as equity and good
conscience may require

Attest Lawrence Sol for Complt

Arthur Watts

ad Answer
3

Joseph Murphy.

Flood March 2^d

A D 1837

Wm Strong
6th

75 - copied

The separate Answer of Arthur Watts, defendant, to the Bill of Joseph Murphy, Complainant, filed in Union County Court. Pleas against himself and Lawrence Ashton.

This Defendant, saving and reserving to himself now and at all times hereafter, all manner of advantage and benefit of exception, that may be had and taken to the Complainant's said Bill of Complaint, for a full and perfect answer thereto, or to such part thereof as it materially concerns this Defendant to make answer unto, he answers and says, That on or about the twenty ~~sixth~~ day of March, One Thousand and eight hundred and thirty four, he being seized in fee simple of the following tract or parcel of land viz - Two hundred and thirty three and three (three or less) acres of land, (part of Survey No. 6107,) lying and being in the County of Union, and bounded as follows, Beginning at a beech and two sugar trees, North corner to the original survey, in the line of John Nicholas's Survey No. 5809, thence with said line S. 18° E. 320 poles to two hickories and an ash, East corner to the original Survey - thence N. 83° W. to the East corner of 400 acres, part of said Survey No. 6107, conveyed to the State of Ohio - thence N. 18° W. to the North Easterly corner of the said 400 acres - thence N. 72° E. to the Beginning - which said Survey No. 6107 of 633 1/2 acres was granted unto the Heirs and Representatives of Levin Joyner deceased, by Patent bearing date January 2. 1818; ~~and the same being~~

That on the said 26th day of March 1834, he sold to one Laurence Ashton of the State of Virginia the said Two hundred and thirty three & one third acres of land, more or less, for the sum of Three hundred and fifty Dollars, in ~~the~~ payments as follows, One hundred and sixteen Dollars & 66 ²/₃ Cents, on the first day of October 1834, with interest from date, — the same sum of \$116. ⁶⁶/₁₀₀ ²/₃ on the 26th day of March 1835 — & a like sum \$116. ⁶⁶/₁₀₀ ²/₃ on the 26th day of March 1836 — said Ashton binding himself by an Article of Agreement of that date (26th March 1834) to pay said sums of money as they respectively became due, and to pay the taxes on said land that might thereafter accrue; and that upon being full paid for said land, this defendant bound himself his heirs &c. to convey the same to the said Laurence Ashton or unto his heirs, by a good and sufficient ^{general} Warranty Deed. This sale was evidenced by duplicate Agreements in writing one of which is now in the possession of this Defendant, and the other was delivered on the day of sale to the said Ashton — This Defendant further answering says, that said Ashton has not paid but about Ninety Dollars, and for which payment he has a receipt for account of said land, and Agreement — and that the residue of the purchase money is yet due to this Defendant and unpaid.

This Defendant further answering says, That he knows nothing of the alleged contract

for the sale and conveyance of a part of said land, by said Ashton to the Complainant Joseph Murphy — nor of the money which Complainant alleges he has paid said Ashton; — but having entered into the contract aforesaid with said Ashton in good faith, he was on the day specified for the last payment of the purchase money by Ashton to him, always has been since, and now is, ready and willing to convey said land to the said Ashton or to his Heirs, as he contracted to do, — upon his paying this defendant the full amount of the purchase money and interest as specified in said Article of Agreement — And having answered the said Bill as fully as he is advised it is material for him to answer the same, he prays, to be hence discharged with his reasonable costs and charges — in this behalf most wrongfully sustained.

Arthur Watts.

The State of Ohio.

Ross County ss.

I, Arthur Watts, being

duly sworn, depose and say, that all the several matters and things which are stated in the foregoing answer as from the information of others, I believe to be true, and that all the several other matters and things therein set forth, are true in substance and in fact.

Arthur Watts

Sworn to & Subscribed before me this 26th day of January A. D. 1837. — Wm. Creighton Sec'y. S. M. Pease

The State of Ohio
Union County

Personally appeared before me the notary public
of the State of Ohio the above named Defendant Lawrence
Arbuckle and oath that the facts contained in the foregoing
Chancery so far as they are found are his own knowledge
true & so far as they are stated are the information of others he
believes them to be true

Geo. H. Co. & Co.

Uman Carver & Co.
Lawrence Arntson
at Lawrence
Joseph Murphy

Filed April 20th 1838
James H. Lee Clerk

Carver & Co. Solo

Union County Courthouse 1858

Lawrence Costen &

Arthur Watts

vs

Joseph Ellulphy

Answer in Chancery &

The separate answer of Lawrence Costen
one of the Defendants to the Bill of Complaint of Joseph Ellulphy Complainant at
this Defendant reading & answering & for answer to said Bill of Complaint
as to so much & such parts thereof as he is accused in material or necessary
for him to make answer unto he answers & saith that he admits that he
did sell the Land described in the Complainant's ^{Bill} upon the terms therein
mentioned. He also admits that the Complainant has made to him the
payments for said Land as stated in his Bill. This Defendant in further
answering says that before he sold said Land to the Complainant he had
purchased the same from his Co-Defendant Arthur Watts who then had &
& yet has the Fine Simple for said Land. This Defendant in further answering
says that he has paid to said Watt a part of the purchase money of said
Land & a part yet remains to be paid but owing to various disburse-
ments & losses this Defendant has yet been unable to complete said
payments, that from his present arrangement of his business he hopes &
believes he will be able in a short time to pay to said Arthur Watt the
remainder of the purchase money due on said Land & receive from
said Arthur Watt the Fine Simple for the same when he will forthwith convey
the same to the Complainant according to his aforesaid agreement
This Defendant in further answering says that the Complainant has
been in the peaceable & quiet possession of said Land ever since his aforesaid
purchase from this Defendant & that he has no doubt he will be
permitted to remain peaceably in such possession until this Defendant
acquires the Fine Simple to said Land & conveys the same to the
Complainant. This Defendant in further answering says that the whole
business in regard to the sale & purchase of said Land has been done by
him in good faith & he hopes & believes he will be able in a short time
to fulfill his part of said Contract & this Defendant denies
all manner of fraud & compensation with which he is charged &
Prays to be herein discharged with his reasonable costs in this behalf
sincerely sustained &c

J. Costen & Co. Solrs for
Dft

Union Form. Peas
David Murphy

vs. J. Deere

Lawrence Ashton

+ Arthur Wallis

Filed Oct 26. 1838

James H. Gilchrist

Joseph Murphy

Lawrence Ashton of Chy.
Arthur Watts

This day came the complainant by his counsel and the
defendant Arthur Watts by his counsel and the
court being fully advised of the premises do order
adjudged and decreed that the complainant be
as to the said defendant Arthur Watts be
dismissed and that the complainant pay the
said Arthur Watts four cents in thirty days
and a default thereof that execution be
thereupon given to the complainant or a payment
at law and the said writ of complaint of the said
Lawrence Ashton be and remain void.

Minor Con Plea
Joseph Murphy
23
Lawrence Ashton
& Arthur W. Hale

Served by Copy January 23^d
1837 - on Law^r Ashton
Shiff fees Service - 35 Cts
Copy - - - - - 12 -
47 Cts
H. Vanmeter Shiff

Filed July 27.
1837.
J. G. Strong
CLK

851
22
829

State of Ohio, Union County

To the Sheriff of Champaign Greeting
We Command you to Summons Lawrence Aft-
-ton and Arthur Watt to appear before our
Court of Common Pleas of the County of Union
at the Court House in Marysville on the first
Day of the next Term of said Court to answer
a petition in Chancery exhibited against them
by Joseph Murphy and that they shall in
no wise omit of One Thousand Dollars &
Have them show this writ

Witness Joseph R. Swain President
Judge of our said Court at the
Court House in Marysville this 16
Day of July 1837

Silas C. Strong Clerk



Union Com Pleas

Joseph Murphy
no 3 Subpoena in Chy

Lawrence Ashurst
Arthur Watts

Filed March 1. 1837.

J. G. Strong CLK

Summoned Arthur Watts by giving him
a true copy of this writ & also of the same
true handwrit herein a copy of the Bill,
As to Lawrence Ashurst got found in the County.
January 23^d 1837.
Arthur 35
copy 25
Mileage 350 — \$4.15
Charles Martin Sheriff
of Pop County

State of Ohio Union County

To the Sheriff of Ross County Greeting?

We Command you to summons Lawrence Astitor
& Arthur Watt to appear before our Court of Common
Pleas of the County of Union at the Court House in
Maysville on the first day of their next Term of
said Court to answer a petition in Chancery exhibited
against them by Joseph Murphy and this they shall
in no wise omit under the penalty of one hundred

you here this writ
at test: Joseph R Swan President
Judge of our said Court at the
Court House in Maysville the 16th
day of - Jan'y 1837

Silas B. Strong Clerk
@ in @

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

400
225.00

175.00

150
150

75.00
150

225.00

Joseph Murphy
183 Depositions
Lawrence Ashton

Filed May 12th 1915

John Cassil

Deposition taken in a cause pending in
the court of Com. Pleas in the County of Union Ohio
wherein Joseph Murphy is complainant and
Lawrence Ashton is defendant on Petition to
complete real contract taken at my office
in Marysville in said County on the 10th day of
May 1845 and at the time and pursuant to
the inclosed notice James J. Wells of said County
of lawful age being by me first duly sworn
as herein afterwards certified to depose the
truth the whole truth and nothing but the truth
in the case aforesaid. deposes as follows
Question by Com. Pleas

Do you reside in the neighborhood of the lands
purchased by the Complainant of the defendant
and are you acquainted with the business and
expense of clearing land there, and otherwise
improving a farm. if so state.

Answer by witness. I live in the neighborhood
I have cleared a great deal of land my
self there of the same kind I know the
land that Complainant bought of Jeff
~~Wells~~ not by same

What improvements has Murphy put
upon that land - and what is their value?

Answer by same. That Previous to the 7th day
of July 1843 he had cleared fenced and
built in such manner that by estimating the land
at what I thought it worth in clearing counting
the rails and taking their value and valuing
the buildings which are not worth more
I judged the whole worth four hundred
dollars
James J. Wells

at the same time in place William
Winniger of the County of Union of Lawful
age being first duly sworn as here after
certified Deposes and says


Question by complainant

do you agree with Mr. Wells in
respect to the evidence given by him in
this case - Answer by witness yes I
~~do~~ I agree with Mr Wells in every
part that ~~that~~ he testified to

Wm W. Rogers

I James Guemer a Justice of peace in and for
the Township of Paris in the County of Union Ohio
do hereby certify that the above named James
J. Wells and Wm Winniger were by me first
duly sworn to testify the truth the whole
truth and nothing but the truth and that
the foregoing depositions by them Respectively
subscribed were reduced to writing by me
and were taken at the time & place
specified in the enclosed notice

I so testifying whereof I have hereunto set
my hand this 10th day of May 1845

James Guemer J.P. 

Fee bill	
Justices cert subpoena	16/-
swearing wit	8
depositions	30
Wm Robinson for serving	
subpoenas & mileage	\$ 1.22 1/2
Witness fees	1.00
	<hr/>
	\$ 2.77

I acknowledge Service
May 1. 1845-

Wm & Benjamin Dyer Sole

Wm Winnegar
James J. Wells

Union Common Pleas

Arthur Watts

vs } Fi Fa

Joseph Murphy

Judgt costs \$ 8.22 1/2

mit

.35

\$8.57 1/2

Ten _____ 35

Mit _____ 10

Paunday _____ 14

59

Filed April 26. 1839

Jas. H. Lewis Clerk

Paid Dec 26th 1838

and April 24th 1839 Amundson

A. Clark Clerk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you that of the goods and chattles and
for want thereof of the lands and tenements in your bailiwick
of Joseph Murphy you cause to be made the sum of
eight dollars twenty two and a half cents which by the
decree of our Court of Common Pleas Arthur Watts
recovered against the said Joseph Murphy, on the 26th
day of October A.D. 1838 as costs, with interest thereon from
Oct 26th 1838 until paid and the accruing costs, and
have said money before our Court of Common Pleas on the
first day of next Term to render unto the claimants
Hereof fail not at your peril and have you then this
Writ

Witness James H. Luce Clerk of said
Court at the Court house in Mansfield
this 26th day of Dec. 1838

James H. Luce Clerk

Chancery Case File

Case No. 1837-CH-0002

Rec'd this writ 4th Novr 1839

Union Com. Pleas

Execution against
Wolton Chipman

out \$12,72 1/2
35
\$13 07 1/2

Filed July 17th 1838
James F. Gillett

No goods or chattels seized or levied
upon execution to levy

James 1st 1838
Depty. Joseph M. Welch & Co. C.

William S. Wells

State of Ohio
Union County

To the Sheriff of Logan County Greeting
We command you that of the goods and chattels
in your Bailiwick of Wolton Chipman
you cause to be levied the sum of \$12,724
which by the decree of our Court of Common
Pleas within and for said County of Union at the Oct
Term thereof 1837 was adjudged against said Chipman
as costs accruing under an application of said Chipman
for the benefit of the Insolvent Act & with interest
thereon from Oct 3^d 1837 until paid. And the accru-
ing costs, and for want thereof that you cause the
same to be levied of the lands and tenements in your
Bailiwick of the said Wolton Chipman and have that
money before our said Court of Common Pleas on the first
day of their next Term to render unto the Claimants
and have them then this writ

Witness James H. Gill Clerk of said Court of Com.
Pleas within and for said County this 19th day of Oct 1837

James H. Gill

Chancery Case File

Case No. 1837-CH-0003

Chancery Case

1837-CH-0003

located with

Supreme Court Case

1839-CH-0002

Chancery Case File

Case No. 1837-CH-0004

Chancery Case

1837-CH-0004

located with

Supreme Court Case

1842-SC-0005

Chancery Case File

Case No. 1837-CH-0005

No. 37-CH-5

Union Common Pleas Court.

Urbana Banking Co
Plaintiff,

AGAINST

J. J. Turner et al
Defendant.

OCT TERM, 1837

DECREE FOR PLAINTF

Journal 1

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Record No. 3

Page 106

Ex. Doc.

Page

Common Pleas
Term 1837

Thomas Leas

vs
The City of New York

answer } in Chancery

Filed July 1st 1837

James H. Gill Clerk

State of Ohio Union Courthouse Pleas Jan Term 1837
Union County ss
Thomas Teas In Chancery
The Urbana Banking Co

The separate answer of Thomas Teas one of the defendants a bill in Chancery exhibited against himself & others by the Urbana Banking Company Complainant

This defendant now comes & for answer to the Complainant's said bill says the mortgage in the Complainant's said bill mentioned is not at this time in existence this defendant having lifted the same The said mortgage having at first been only executed by this defendant for the purpose of securing the Premises covered by said mortgage to the mortgagees John & James Turner & one Andrew McAdow And not for the purpose of securing a debt due owing from this defendant to the said mortgagees for he was not at all indebted to them This defendant merely held the said property as a trustee for the said mortgagees And gave them the said mortgage for the purpose of securing said property to them & when he lifted said mortgage (he) this defendant surrendered up all his claim to & interest in said premises to the said mortgagees & at this time he this defendant claims no interest whatever in the said property And having thus fully answered he prays to be dismissed with his cost &c

P. B. Caldwell
for Dft

The State of Ohio Union County ss

I Thomas Teas being duly sworn & say that all the matters & things which are stated in the foregoing answer I believe to be true

Thomas Teas

Sworn to and subscribed before me this 15th day of July 1837
J. A. Wood J.P.

President & Directors
of the Indiana Banking Co
v. J. Subpoena
J. J. Turner & Thomas Sees
in Chancery

Served by Reading and
Delivering to each Dept
~~of the Court~~ a certified
copy

Copy April 17th 1837
~~of the Court~~
per 65

3 copies	—	37 1/2
fil	—	5
		<hr/>
		42 1/2

Filed May 31. 1837
J. H. Gill Clk

State of Ohio Union County ss.

To the Sheriff of said County Greeting.

We command you to summon John Turner
and James Turner and Thomas Teas, to appear
before our Court of Common Pleas of the County of
Union, at the Court House, in said County, on the
first day of June next to answer a petition in
Chancery exhibited against them, by the President
and Directors of the Urbana Banking Company,
and this they shall in no wise omit under the
penalty of one thousand dollars, and have you
then where this writ

Witness Joseph W. Swan President Judge of
our Court of Common Pleas aforesaid this
17th day of April A.D. 1837

Attest

James W. Gill Clerk

Chancery Case File

Case No. 1837-CH-0006

No. 37-28-5

Union Common Pleas.

STATE OF OHIO

against

Peter Sharp

Defendant.

JUN TERM, 1837.

Dismissed

Journal No. 1

Page 354

Record No. 14

Page 2

Ex. Doc. _____

Page _____

Do Allow an injunction as prayed for in this
bill to be continued until the further order
of the court & order the Plaintiff to give bond
in the sum of three hundred - dollars
conditioned according to law

Dated this 11th May 1837 Robert Nelson

Appointed Judge

Union Corn Pleas

Peter Sharp
No 3
State of Ohio

Petition for Injunction

Filed May 12, 1837

James H. Gile
Clerk

~~Received~~

of said Court against your petitioners. for
the costs be in the case aforesaid (fifty two
dollars & something upwards. of which is witness
fees) and ^{levy} has been made by the Sheriff of said
County upon your petitioners property. to satisfy
said execution. And the same is now under
advertisment for sale. And in as much as
your petitioners has no remedy by the strict
rules of the Common Law & but for the
interposition of this Honble Court, ^{your} petitioners
property will be sacrificed. Your petitioners therefore
prays that that an writ of Injunction may
issue directed to the Sheriff of said County
to stay proceedings in the case aforesaid
to wit, State of Ohio - v - Peter Sharp - untill
your petitioners can be further heard and your petitioners
as in duty bound will ever pray &c

State of Ohio Union County ss

Peter Sharp

I Peter Sharp being duly
sworn depose & say that all the matters & things
stated in the foregoing as from the information
of others I believe to be true. and all the several
other matters stated I know to be true in fact

Sworn & subscribed before me this 11th day of May
1837

Peter Sharp
Robert Nelson
Associate Judge

This writ received May 12th 1834
and served same day by Reading
and by delivering to the
Sheriff a certified Copy
James W. State coroner

Injunction allowed
and bail given

State of Ohio Union County

To the Coroner of said County Greeting

We command you to order the Sheriff of the said County of Union to stay all further proceedings on an execution issued from this office against Peter Sharp, returnable next term, in the case of the State of Ohio against the said Peter Sharp, untill further orders from Court, agreeable to an allowance of injunction by one of the Judges of our Court of Common Pleas, in said case, and of this writ make return on the first day of next term

Witness My Hand President Judge of our said Court of common Pleas this 12th day of May A.D. 1837

Attest

James H. Gill Clerk

Peter Sharp &
E. Clements
To Edward
The State of Ohio

I know all men by these presents that we
Peter Sharp & Ezekiel Clements are held and
firmly bound unto the State of Ohio in the sum
of three hundred dollars to the payment of which
we jointly & severally bind ourselves our heirs
& executors & Administrators sealed with our seals
and dated this 11th day of May AD 1837

The condition of the above obligation is such
that whereas the above named Peter Sharp has obtained
an allowance of a writ of injunction in the Court
of Common Pleas in the county of Union & State of
Ohio to stay all further proceedings upon a Judgment
-ment obtained in the same Court of Common Pleas by
the said State of Ohio against the said Peter Sharp
at the March Term thereof AD 1837 for the sum of
twenty five dollars fine & eighty seven dollars
and ninety four cents costs until the matter
thereof can be heard in equity now if the said
Peter Sharp shall pay all monies & costs due or
to become due from him the said Peter Sharp in
said judgment at law and all monies and
costs which shall be decreed against the said
Peter Sharp in case said injunction shall
be dissolved then this obligation shall be void
otherwise in full force in law

Peter Sharp
Seal

Approved this 12th day of May
A.D. 1837

Ezekiel Clements
Seal

James H. Gill
Clerk pro tem

Stat of Ohio

25

Peter Sharpe Felency in uncan Comen
These is onely slave 1 Day Feb 5-50
July October the 20 1834 received my
These from Peter Sharpe Joseph H. H. H.

$\frac{18}{7}$ $\frac{24}{18}$
 $\frac{11}{7}$ $\frac{12}{12}$

[Faint, illegible handwritten text and bleed-through from the reverse side of the page.]

State of Ohio

vs
Peter Sharpe, Libency in Marian Comen
day just \$99 50 and received my best
from Peter Sharpe Christopher Sharpe
July the 20 1834
wrote

Court of Common Pleas June Term 1837

To the Honorable the Court of Common Pleas in & for
the County of Union in Chancery sitting
~~Sharp of said County~~ Your Petitioner Peter
Sharp of said County sheweth unto your Honor that
on or about the 13th day of April 1836. A Capias
was issued ^{in the name of the State of Pa.} by Alway Curry Esq. a Justice of the Peace
in for said County. Upon the oath of one David Bowman
charging your petitioner & one Henry Highland with
the Crime of Larceny. That your petitioner and
the said Henry Highland were arrested under
the said Capias by one Beard. then acting as
Constable in said County & brought taken before
the said Curry to answer the said Charge of
Larceny. Your petitioner further represents that several
witnesses were subpoenaed by the said Henry Highland
& called particularly to testify in his defense.
Your petitioner further sheweth that upon the examination
^{before said Curry} of your petitioner & said Highland aforesaid the said
Highland was discharged & your petitioner recognized
to appear at the next Term of the Court of Common
Pleas in said County. A Transcript of which said
proceedings are now on file in the Clerks Office in
said County - Your petitioner further represents
that he was afterwards before the Court of Common
Pleas ^{of said County at the March Term 1837} taxed
by the Clerk of said Court at taxed at \$87.94
Your petitioner further represents that said cost bill is
illegal & unjust, ^{as your petitioner is informed} your petitioner being charged with
all the cost made before the Justice of the Peace
(Alway Curry aforesaid) when in the said Henry Highland was
defendant, with your petitioner, and was discharged
amounting to \$19.94 ^{3/4} toward Justices Fees. \$3.09 ^{3/4} witnesses
Fees. \$6.00 Constables Fees. \$10.85. a part of which
cost should have been recovered by the said Highland
and ~~was recovered by him~~ ^{were} but not separately

Filed upon the Transcript by the said Clerk
According to Law

Your petitioner further shews
that he is also taxed ^{in said court file} with other illegal fees
toward Henry Highland 9 days fees witness \$4.50.
Obed. Holcomb 3 days 1.50
Maj. Barlow 2 days 1.00
Isaac Bigelow 5 days 2.50
Christopher Shant 3 days 2.50
Joseph McClung 3 days 3.00
Andrew Moteman 3 days 1.50
John Kent 1 day 50
John Bethard 1 day 50
John Norton 2 1.00
Your Petitioner believes and the said, \$18.50

Henry Highland informs him that he attended but
one day. And the said Obed. Holcomb one day
only. and the said Maj. Barlow was not sworn
in the case, nor did he ever attend court, under said
subpoena in the case. Isaac Bigelow aforesaid was
never not sworn in the said case. Christopher Shant
attended but one day in the said case as your
petitioner believes. Joseph McClung was never
sworn in the case aforesaid. Andrew Moteman
was not sworn. Nor was John Kent William
Bethard or John Norton either of them ever sworn
in the case aforesaid. Your Petitioner represents
that he was twice tried for said offence before
the courts of Common Pleas & both trials were
had upon the first days of their respective
terms, and your petitioner believes that more
than twenty dollars of said fees are illegally
taxed against your petitioner Peter Sharpe

Your petitioner further represents that execution
has been issued out from the clerks office

State of Ohio } Felony in Marian Comen
Peter Sharp } Pleas in this Case & Claim
3 days only witness fees \$ 50 and 2 days before
the Justices in the same Case \$ 100 his

State of Ohio } Felony in Marian Comen
Peter Sharp } Pleas in this Case & Claim
3 days only witness fees \$ 50 and 2 days
before the Justices in the same Case

State of Ohio } Felony in Marian Comen
Peter Sharp } Pleas in this Case & Claim
now 3 days only witness fees none i was not
at the Justices in the above Case

State of Ohio } Felony in Marian Comen
Peter Sharp } Pleas in this Case & Claim
1 1/2 days only witness fees \$ 75

State of Ohio } Felony in Marian Comen
Peter Sharp } Pleas in this Case & Claim
0 day only witness fees no fee

State of Ohio
Peter Sharpe in this case I claim only
1 day witness fee 0-50 and received my pay
September the 30 1834 from Peter Sharpe
Henry Hyland

State of Ohio } Felony in Union County
Peter Sharpe } Comen please in this case &
Clause 1 day only 50 witness fees and before
Justice Cunny in the same case 1 day
has since received my pay from Peter Sharpe
September the 29 1834 Wm C. Finney

State of Ohio } Felony in Union Comen
Peter Sharpe } please in this case & Clause
only nowadays witness fees now 1 day
at Cunnys in the above case and received
of Peter Sharpe my fees in full
September the 29 1834 Sarah Brown

State of Ohio } Felony in Union Comen
Peter Sharpe } please in this case & Clause
only 2 day witness fees 1
day before the Justice in the same
September the 29 1834 Coopers
Richard J. Falby
marble

Peter Sharp
State of Ohio
East. Hill

6.264
2.95

9.214

State of Ohio

Peter Sharp March Term 1837

Gen. Summary

Olway Cunny as per Transcript	3	09 1/4	Swearing 6 24, 6 claims 36	60
Wm Baird Constable	10	85	recog name at June & Oct Terms	50
Witness fees as per Transcript		6 00	March 1837 Benira 12 1/2 Swear 12 1/2	25
Witness fees commencing		\$19,94 1/4	Sub for 3. 20 1/2 retr 6 file 4	30 1/2
June Term 1836			Sub for 4. 24 1/2 retr 6 file 4	34 1/2
Whis Sharp L. 3	1	80	Swearing 7, 28 and const 4	32
Daniel Bowman L, 3	2	50	Entering 9 claims 54 9 oids 72	1 26
Jacob Fokes L, 3	2	50	Journal entry & conta bet term	20
Savica Fokes L, 3	2	50	complete record	75
Oliza Ellis L. 2 3	3	50	Cost bill and sat.	47 1/2
David C. Ellis L. 2. 3	3	50		5 25 1/2
Seth Sharp L. 3	2	50		
Richard Fokes L	1	00		
Joseph M Lutz L	1	00	Clerks fees charged dept	
May Bartow L	1	00	June 1836 plea 6 app 6	12
Isaac Bigelow L 3 P.	5	19	copy of indictment	12
John Norton L	2	50	Oct 1836 3 sub for 1 2 & 3	49 1/2
Henry Highland 3	1	50	3 retrs 18 3 files 12	30
Chester Pinnoy 3	3	95	Entering 6 claims 36	36
Obad Hocum 3	1	50	March 1837 2 sub for 3 & 4	45
Edwa Tyler 1		50	2 retrs 12 files 8	20
Saml. B Johnson 1		50	Swearing 6 Oct and 7 March	52
Andrew Notman L	1	00	entering 11 claims 11 orders	1 54
		37 64	Cost bill & sat	47 1/2 - \$458

Clerks fees	\$11,34 1/2
Sheriffs fees	11,63 1/2
Witness fees	43,64
Jury fees	12,00
Justices costs	19,94 3/4
	<u>\$98,56 3/4</u>

I find this Bill as above.
 Chas. H. Gill Clerk

Clerks fees charged State		Sheriff charged State 832.	2 32
3 files 12 Book 6, 1 file 6	24	Do " Dept	3 99 = 631
Swearing 6 wit. 24, 6 claims 36	60	Sheriff Clerk charged State	2 88
contine	10	Do " Dept	2 44 1/2 = 532 1/2
Oct Sub for 3. 20 1/2 retr 6 file 4	30 1/2		<u>116 3 1/2</u>
Sub for 2 16 1/2 retr 6 file 4	26 1/2	Two Jury fees	12 00
Acen	1 51		

State of Ohio

vs

Peter Sharp

~
~
~

Indictment for Larceny

In Union Common Pleas

I certify that I attended only
two days as witness in the above suit

July the 20/83 Jeth Sharp
from Peter Sharp received the above in full

Stat of Ohio }
 }
 } felony in Union Comanplise
 } Union County & Clame onely
Peter Sharpe }
 }

Received my ⁵⁰⁻⁵⁰ fine of Peter Sharpe in full
one day fine October the 22nd 1834

Oliver Holcomb

Stat of Ohio }
 } felony in Union Comanplise
 } Union County & Clame now days now
Peter Sharpe }
 }

Received my fine of Peter Sharpe in full
one day fine October the 22 1834 Edmond Barlow

Chancery Case File

Case No. 1837-CH-0007

Box 5.

No. 37-CH-7

Union Common Pleas Court.

Henry Starr, Adm^r.
Plaintiff,

AGAINST

Beards heirs, John B.
Defendant.

JUL TERM, 1833

DECREE FOR PLAINTF

Journal 2

Page 33

Record No. 3

Page 179

Ex. Doc.

Page

Union Copy. Mead-

Henry Starr admr
of John B. Baird decd

vs

Sarah C. H. Baird &
John J. Baird heirs
of the said John B. Baird

Pleca May 20. 1837

James H. Gil
Clerk

Order for public
Cation granted

Proof of publication
made before court
20th April 1838

5 sections of the land for the
execution of real contracts
page 259-

I certify this above to be a copy of the original when
of administration granted to me on the estate of
John B. Baird decd - 20th May 1837

Henry Starr -

Wm H. Harrison del. Hamilton
County -

of our said Court of Common Pleas at
L.S. Cincinnati this 10th day of June in the
year of our Lord one thousand eight
hundred and thirty six -

State of Ohio

To the Court of Common Pleas
of Union County

I Henry Starn of the city
of Cincinnati & state of Ohio and administra-
tor of John B. Baird deceased, state to the
Court by way of petition, that on the 25th day
of February 1833, the said Baird executed his
final bond to one Thomas Lee, conditioned to
make him a deed for a certain tract of land sit-
uated in Union County, containing one hundred
acres and part of survey No. 5506, beginning at
two ash and sugar trees, the corner of a Lot sold
to a J. M. Brooks and conveyed to James
Squed - thence north 80° east 160 poles to two
hickories and ash trees - thence south 10° east 100
poles to two ashes & hickory trees - thence north
south 80° west, 160 poles to a beech & hickory trees
- thence north 10° west 100 poles to the beginning.

For this tract of land the said Lee was to pay
the said Baird two hundred dollars and for the
purchase money not paid, he made his three notes
for fifty dollars each payable at different times of
which one now due and unpaid.

I further state that on the 11th day of Septem-
ber 1833, the said Baird executed his final bond
to one James Knowlton, conditioned to make him
a deed for 61 acres of land, being a part of said
survey No. 5506, beginning at two sugars & a beech
trees - thence north 80° east, 160 poles to a hickory
iron wood and ash trees - thence south 10° east
61 poles to two beaches and a sugar tree - thence
north 80° west 160 poles to three beaches in the south
line of said original survey - thence north 10°
west 61 poles to the beginning. For this tract
of land the said Knowlton was to pay the said

Baird \$122.67 and to secure the payment of the purchase money, he, on the same day made his four notes to the said Baird for \$30.66 $\frac{2}{3}$ each payable at different times and which have not yet been paid.

I further state that on the 26th day of August 1835, the said Baird, executed his final bond to one William Cooke, conditioned for the sale and conveyance to him of 35 acres of land, part of said survey No. 5506. beginning at two ashes and a hickory — thence north 80° east 57 poles to two sugars and a beech trees — thence south 5° 15' east 100 poles to a hickory, sugar and ash trees — thence south 80° west 56 poles to two beaches and an iron wood tree — thence north 10° west 100 poles to the beginning. On the same day the said Cooke to secure the payment of the purchase money for said 35 acres of land made his three notes to the said Baird for \$23 each, payable in 1, 2, & 3 years and which are not yet paid.

I further state to the court that on the 14th day of August 1835, the said Baird made his final bond to one Horace Phelps, conditioned to make him a deed of conveyance for 29 acres of land being part of said survey No. 5506, beginning at 2 beaches and an iron wood — thence north 80° east 56 poles to a hickory, sugar & ash trees — thence south 5° 15' west 56 poles to an ash, sugar and an iron wood tree — thence south 80° west 55 poles to two beaches and a sugar trees — thence north 10° west 62 poles to the beginning. On the same day the said Phelps made his three notes to the said Baird for \$14.71 each payable in 1, 2, & 3 years for the

purchase money, which is yet due.

I further state to the Court that on the 13th day of July 1834 the said Baird made his penal bond to one Isaac Mattox, conditioned to make him a deed for 121 acres of land, being part of survey No. 2982 beginning at 2 sugar trees and an ash - the original southwest corner to said survey and corner to the Peter Manifold survey - thence north 7° east 138 poles to 2 beaches and a lym trees - thence ~~west~~ ~~82^{\circ}~~ ~~west~~ ~~138~~ poles to south 83° east 138 poles to 2 beaches and a sugar tree - thence south 7° west 138 poles to two beaches and a lym tree - thence north 83° west 138 poles to the beginning. On the same day, the said Isaac Mattox made his two notes to the said Baird, payable in one & two years one for $55\frac{3}{4}$ - and the other for $113.43\frac{3}{4}$. These notes were for the balance of the purchase money not then paid and are yet unpaid.

I further state to the Court that on the 28th day of December 1834, the said Baird made his penal bond to Daniel L. Russell, conditioned to convey to him 133 acres of land, being part of survey No. 4069. beginning at a white oak & iron wood in the north line of said survey - thence south 38° west 220 poles to a dogwood & iron wood trees - thence north 79° east 152 poles to a stake in the center of the London road - thence with said road north 11° east - thence 175 poles to a stake - thence south 79° west 96 poles to the beginning. ~~with said road~~ ~~begin~~ ~~with~~ ~~79^{\circ}~~ ~~east~~ ~~152~~ poles to a kitchen & barn - thence south 15° east 152 poles to the beginning. On the same 28th day of December 1834, the said Russell made his three notes to the said Baird for 133.25 each, payable in 1. 2 & 3 years

to secure the purchase money for said tract of land which had not then been paid and which notes are still due.

Further states to the Court that on the 10th of May 1835, the said Baird executed his bond to John S. Fulton, conditioned to convey to him 188 acres of said survey No. 4069 - beginning at a \times black oak and elm trees in the north line of said survey - thence north 79° east 226 poles to a white oak and iron wood, comes to a Lot, sold to Samuel L. Kuppel - thence south 28° west 221 poles to a dogwood & iron wood - thence south 79° west 155 poles to a stake - thence north 88° west 39° east 62 poles to a stake - thence north 10° west 90 poles to the beginning. Further state to the Court that of the purchase money for this tract of land sold to the said Fulton there is due \$405. as evidenced by three notes given by him to the said Baird on the said 10th May and payable in 1, 2 & 3 years with interest from date

Further state to the Court that the said Baird on the 5th Dec^r 1835 made his bond to convey to Luther M. Davis 120 acres of survey No. 4067 beginning at a sugar tree and bur oak, comes to land sold to E. Mathers by S. O. Copeland - thence south 10° east 114 poles to a dogwood & iron wood in said Mathers land - thence north 79° east 147 poles to a stake in said London road - thence with said road north 17° east 74 poles - thence with said road north 11° east 48 poles to a stake - the south east corner to Samuel L. Kuppel's lot - thence south 79° west 190 poles to the beginning. Further state that to secure to the said Baird the payment of the purchase money for said

tract of land not then nor since paid for the said
Baird made to him on said 4th Dec^r 1835, his
three notes for \$105. each payable in 1. 2. & 3 years
with interest from date and which are still due.

I further state that on the 4th Dec. 1835 the said
Baird made his bond to one David Witter, condi-
tioned to convey to him 99 acres of land, part of
survey No. 4067 beginning at a bur oak, ash
and elm in the north line of said survey and
corner to the Lot sold to John S. Fulton —
thence S 79° W, 100 poles to a hickory, sugar tree
and iron wood — thence S 10° E 168 poles to a
hickory and red oak — thence N. 79° E 40 poles
to a stake in the road — corner to a lot sold to
J. S. Fulton — thence north 39° east 62 poles
to a stake another corner to J. S. Fulton lot —
thence north 10° west 90 poles to the beginning

I further state that the said Witter was to pay
the said Baird \$396. a part of which has been
paid and the balance was on the same 4th Dec^r
secured to be paid by the execution of three notes
to the said Baird for \$99 each and payable in
1. 2. & 3 years with interest from date and which
are not yet paid.

I further state to the Court that on the
29th day of June 1835 the said Baird made
his penal bond to one James Pinney, conditioned
to make him a deed for 79 1/2 acres of land, being
part of survey No. 4069, beginning at a beech and
hickory trees in the east line of said survey — thence
south 10° east 102 poles to a hickory and white elm
— thence south 79° west 149 poles to a stake in

said London road — thence with said road north 17° east 54 poles to a stake — thence with same road north 11° east 59 poles to a stake the corner to a lot sold by said Baird to Silas G. Strong — thence with said Strong's line north 79° east 102 poles to the beginning.

I further state to the Court that ~~for this tract of land the said Witter was to pay the said Baird~~ on the same 29th day of June 1835 the said Pinney made his note to the said Baird for \$69.78 payable three years after date with interest being for the balance of the consideration money not yet paid and which note not having become due is not yet paid.

I further state that on the 23^d June 1835 the said Baird sold to William M. Page 9 $\frac{1}{2}$ acres ^{of land} and executed to him his penal bond, conditioned to make him a deed for the same, being part of survey No 4069, beginning at a hickory, white elm and dogwood tree in the east line of said survey — thence south 10° east, 100 poles to a hickory and beech — thence south 79° west 163 poles to a stake in the London road — thence with said road north 7° west 56 poles — thence with same road north 35 poles — thence with same road north 17° east 16 poles to a stake at the corner of a Lot sold to James Pinney — thence with Pinney's line north 79° east 149 poles to the beginning. For this tract of land the said Page paid part of the consideration money and for the balance made his three notes on the said 23^d June 1835 to the said Baird, one for \$59.26, payable one year from date with interest and the other two notes for \$82.68 each payable

two and three years after date with interest. These three notes which were given for said tract of land are unpaid.

I further state to the Court that on the 8th Sept. 1835 the said Baird executed his bond to Bradford Stephens with the condition that he would convey to him 108 $\frac{1}{2}$ acres of land being part of survey No. 4069, beginning at a red oak & hickory - the original south east corner of said survey thence south 79° west 184 poles to a stake in the south line of said survey - thence north 4° east along the London road 100 poles to a stake the corner to a lot sold to W^m M. Page - thence with said Pages line north 79° east 163 poles to a hickory and beech - thence south 10° east 100 poles to the beginning. For the payment of so much of said tract of land the purchase money as is unpaid the said Stephens, on the same day made his two notes to the said Baird, the one for thirty five dollars and .07 $\frac{1}{4}$ cents and payable on the 8th Sept. 1837 and the other for 9 $\frac{1}{4}$ dollars and .93 $\frac{3}{4}$ cents and payable on the 8th Sept. 1838.

I further state that on the 28th Dec^r 1834 the said Baird made his bond to Selas G. Strong, with a condition that he would convey him 7 acres of land being part of survey No. 4069, beginning at a large white oak & sugar tree - the original northeast corner of said survey No. 4069 - thence south 10° east 160 poles to a bur oak & hickory - thence south 79° west 102 poles to a stake in the London road - thence north 11° east 171 poles to a stake in the north line of said survey - thence north 79° east 40 poles to the beginning. I further state to the Court that

~~of the purchase money for this tract of land sold to the said Fulton there is due \$405. is evidenced by three notes given by him to the said Baird on the said 18th of May 1835 and payable in one, two, & three years with interest from date. for this last mentioned tract of 71 acres, the said Stroug was to pay \$284. and for the payment of \$213 of the sum he made his three notes to the said Baird on the said 28th of Dec^r 1834 for \$71 each and payable in one, two and three years with interest from date. These notes being for a part of the consideration money are not yet paid.~~

And I, the said Henry Starr further allege that the above mentioned tracts of land are all situated in the county of Union and within the jurisdiction of this Court. I further state that at the time of making the before mentioned contracts the several purchasers made their notes to the said John B. Baird to secure ~~the~~ the payment of the purchase money therefor and that most of said notes are still due and unpaid and that the purchasers took possession of the lands severally purchased by them and that they now hold the same or their assigns. I further state that the said John B. Baird, departed this life in the month of May last leaving two infant children, to wit Sarah B. B. Baird now about the age of five years and John J. Baird, now about the age of three years, and they are made defendants to this petition. I further state that they are not in the state of Ohio as I believe; but residing with their Mother in the state of Virginia.

I further state that the said John B. Baird departed this life without having made any deeds of conveyance to the purchasers of the several tracts of land, so sold by him as aforesaid.

I further state that the several purchasers are ready to pay for the lands purchased by them as aforesaid, and thereby entitle themselves to a conveyance for the same.

I further state to the Court that as the administrator of the said John B. Baird I am desirous of completing the contracts for and on behalf of his infant heirs and of vesting their title in the aforesaid purchasers or their assignees and I pray the Court upon a hearing of the matters herein mentioned to make an order authorizing and empowering me, as the administrator of said Baird to complete said contracts by conveying the lands aforesaid to the several purchasers or to such persons as are entitled to receive deeds of conveyance.

I pray the Court that notice of the pendency of this petition may be published in some newspaper, circulating in the County of Union as required by law and that there may be such further action of the Court and procedure in the premises as the nature of the case requires.

I further state to the Court that I was appointed the administrator of John B. Baird on the 10th day of June last by the Court of Common Pleas of Hamilton County, Ohio, and I annex a copy of the letters of administration to this petition as a part thereof.

Cincinnati 10th May 1877

Henry Starr admin^r
of John B. Baird dec^d

State of Ohio }
Hamilton County } p-

To all who shall see these presents,
Whereas John B. Baird late of the county of Hamilton
and State of Ohio died intestate whereby it became expedient
that the Court of Common Pleas within and for the
county aforesaid should appoint some suitable and trusty
person or persons to collect and administer all and singular
the goods, chattels and credits of the said John B.
Baird deceased whereof he died possessed; - know ye
therefore that the said Court of Common Pleas have
nominated and appointed and by these presents do nomi-
nate and appoint Henry Starn administrator of all
and singular the goods, chattels, and credits of the said
deceased, hereby granting to said administrator all and
singular the power necessary and by law required to
enable him to take an inventory of, collect, see for
and receive all and singular the goods, chattels, and
credits of the said deceased and out of the same, or such
part thereof as shall come to his hands, the debts of the
said deceased to pay and discharge according to law;
and of the rest and residue of said goods, chattels, and
credits to make a just and lawful distribution, and the
same fully to administer in all things as by law is requir-
ed. - And the Court do appoint William Per-
win, Charles Hales, and David A. Lippincott to
appear on their oath or affirmation, all and sin-
gular the goods, chattels and credits of the said
deceased. - In testimony whereof I have
hereunto set my hand and affixed the seal

Union Court. Pleas

Henry Starr Administrator

of John B. Baird decd

vs Subpoena

Sarah C. Baird &

John T. Baird heirs

of said John B. Baird decd

Defendants not

found May 30th 1837

A Clerk Sheriff

Sworn ————— 45

Alid ————— 61

Filed May 31. 1837

J. H. Gill

State of Ohio Union County p

To the Sheriff of said County Greeting

We command you to summon Sarah
C. B. Baird and John J. Baird children
and heirs at law of John B. Baird ~~dece~~
if they may be found in your bailiwick
to appear before our Court of Common

Pleas of the County aforesaid at the Court House
in said County on the first day of next term
to answer a petition filed against them by Henry
Starr the administrator of the said John B. Baird
~~dece~~ praying the Court to authorize him to complete
certain contracts made by the said Baird in his life-
time for the sale of certain real Estate and to make
deeds vesting the title of said heirs in the purchasers of
said real Estate as set forth in said petition
and this they shall in no wise omit under the penalty
of the Law,

Witness J. C. Swan President Judge of our said
Court of Common Pleas this 20th day of May 1837

Attest

James H. Gill Clerk

Under Com. Pleas

Wm. Stan. Adm^r
of the estate of John B. Bann

of Prof of Pub

The heirs of J. B. Bann

Filed Oct 6th 1837

Geo. W. Hill Clerk

STATE OF OHIO, UNION COMMON PLEAS,
JUNE TERM, 1837.

HENRY STARR, administrator
of John B. Baird,
vs.
SARAH C. H. BAIRD and JOHN
I. BAIRD, heirs of the said
John B. Baird.

Petition to complete Contracts
for the Sale of Real Estate.

THE petition filed in this cause on the 20th day of May, 1837, sets forth that the said John B. Baird, while living, made several penal bonds to different persons, whose names are specified, conditioned to make to them deeds of conveyance for the several tracts of land which he had sold them, situated in Union county, and which are particularly described in said petition; that he died without having made deeds according to the condition of said bonds; that a part of the purchase money was paid in some cases, and in others is wholly due. The object and prayer of the petition are to authorize the administrator of the said Baird to complete the contracts for and on behalf of his heirs, and execute deeds to the purchasers. And it appearing to the satisfaction of the Court that said heirs are not residents of the State of Ohio, it is ordered by the Court that notice of the pendency and prayer of the petition be published for three successive weeks in the Ohio State Journal, that said heirs be and appear on the first day of the next October term of said Court, and show cause, if any they have, why the prayer of said petition should not be granted.

JAMES H. GILL,
Clerk C. P.

Sept. 13-3w

The State of Ohio, Franklin County:

Chas Scott being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, a newspaper ^{& Official Register} in general circulation in the county of Union, — three consecutive weeks, from and after the 18th day of Sept.

1837

Chas Scott

Sworn to, and subscribed, before me,
this 5th day of Oct. 1837

Tho^s Wood

Justice of the Peace,
in and for said County.

Printer's Fees, \$ 200 } 225⁰⁰
This affidavit, 25 }

Henry Starr adm^r
of John B. Baird

07

The Him of Baird

Notice -

STATE OF OHIO,
UNION COMMON PLEAS, JUNE TERM, 1837.

HENRY STARR, administrator
of John B. Baird,

vs.
SARAH C. H. BAIRD and JOHN
I. BAIRD, heirs of the said
John B. Baird.

Petition to complete Con-
tracts for the Sale of
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JAMES H. GILL,

Sept. 13—3w

Clerk C. P.

The State of Ohio, Franklin County:

Charles Scott being duly sworn,
deposeth and saith, that the notice, of which a true
copy is hereunto annexed, was published in the
State Journal & Political Register, a newspaper
in general circulation in the County of Union
three consecutive weeks from and after
the 18th day of September 1837

Charles Scott

Ivorn to, and subscribed, before me, this
22nd day of December 1837.

Thos. Wood J P

Printers' fees \$ 2.00 } 225^{pd}
This affidavit. 25 }

Chancery Case File

Case No. 1837-CH-0008

No. 37-CH-8

Union Common Pleas Court

John Galloway ¹ being
Plaintiff,

against

James Galloway
Defendant.

OCT TERM, 1838

Dismissed wth cost
of Plaintiff

Journal 2

Page 77

Record No. 3

Page 202

Ex. Doc. -

Page

Union Common Pleas

"

The Heirs of John Galloway
Dec'd by their next friend

vs } Bell in Equity
3 }

James Galloway & others

Filed June 2nd 1837

James H. Gier Clerk

Copied 87cts

Chas. H. Gier

To the Honorable the Judges of the Court of Common Pleas within & for the
County of Union within in Chancery sitting. Humbly Complaining & sheweth
unto your Honors your Orator Hexam J. Gallaway & Elizabeth Jane
Gallaway His & Legal Representatives of John Gallaway late of Union
County deceased who prosecute this suit by their next Friend & Counsel
James Cox that sometime in the year Eighteen hundred & Twenty one
one Samuel Gallaway also the Grandfather of your Orator departed
this life leaving & bequeathed John Samuel James Sebra Elizabeth
Joshua & Joseph Gallaway his Heirs & Legal Representatives that the
said Samuel Gallaway at the time of his Death was seized of one hundred
& Twenty nine acres of Land lying in Union County of a certain & bounded
& described as follows To wit Being part of Survey No 7492 beginning
at the North Corner a forked white Oak on the line of Robert Ellens
Survey No 5301 thence running North 45° West 94 poles to Lewis Dickson
& a corner thence North 48° 30" East 189 poles to a stone in a main
thence South 52° West 192 poles to the place of beginning. whole said
Tract or parcel of Land was conveyed to the Heirs of said Samuel
Gallaway deceased by Deed in Fee Simple bearing date the 3^d day of
February A D 1821 & recorded in the Records of Union County
And your Orator further represent that the said John Gallaway their
Father in his lifetime To wit about the third day of December A D 1853
purchased from Amanda Gallaway his Sister her equal undivided
& Eighth part
of said Tract of 129 acres of Land sheweth described for the
sum of Twenty five Dollars which was paid in hand by the said John
Gallaway to his Sister Amanda who at the same time gave to her Brother
the said John Gallaway & Father of your Orator a Little Band
bearing her self to Carry her said undivided Eighth part of said
Land to your Orator's Father as demanded. And your Orator further
represent that their Father the said John Gallaway departed this life on
the 12th day of December A D 1855 in Union County of a certain & without
choosing or bequeathing any person for the Land so sold to him by his Sister
Amanda Gallaway as above mentioned. And your Orator further sheweth
that their Mother Elizabeth Gallaway who has been married with Robert Wilson
her second Husband. And your Orator further represent that the
Personal Estate belonging to their deceased Father was amply sufficient

to pay all the debts owing by said Estate & a considerable sum of
money in the hands of said Administratrix without the sale of any
part of the said Estate belonging to your Ancestors Decedent Father
And your Ancestors further Charge that sometime in the month of ~~June~~
~~1857~~ 1857 one James Greiner & James Gallaway of Union County
of said Commonwealth & confederating themselves with the said Elizabeth
Gallaway & contriving & pretending to Cheat your Ancestors they the said
James Greiner & James Gallaway entered into a private agreement with
the said Elizabeth Gallaway for the purchase of the Land so sold to
~~your Ancestors~~ your Ancestors Father in his lifetime by the said Armanda Gallaway
as aforesaid & promised to pay the said Elizabeth Gallaway the sum of
~~Twenty~~ ^{Twenty} Dollars for said parcel of Land & the said James Greiner
Elizabeth Gallaway the said Little Band so given to your Ancestors
Father in his lifetime by the said Armanda Gallaway as aforesaid
and now assert their right to the said Land by virtue of their Contract
with said Elizabeth Gallaway the Mother of your Ancestors as aforesaid
and your Ancestors further represent by their next Friend James Cox aforesaid
that they have frequently called on the said James Greiner & James Gallaway
in a graceful manner & requested them to give up to ~~the~~ ^{your Ancestors} the said
Little Band for said Land & have mentioned what they absolutely refuse to
do. All which Actings & doings of the said James Greiner James Gallaway
& Elizabeth Gallaway are contrary to Equity & good Conscience & tend to
the manifest Wrong & injury of your Ancestors In Under Consideration
whereof & inasmuch as your Ancestors are remediless in the premises of
Common Law & can only be relieved in the Premises by the aid &
interposition of a Court of Equity your Ancestors Pray that the said
Armanda Gallaway Elizabeth Gallaway ^{now Elizabeth Wilson} James Gallaway & James Greiner
be made Defendants to this bill & they & each of them ^{be} compelled to answer
each & every of the allegations contained in the foregoing Bill upon
their several Corporal Oaths as fully & particularly as if they &
each of them were here again interrogated to every part & parcel
thereof And that on the final hearing of this Cause your Honors
would order a judgment & Decree that that the said James Greiner & James
Gallaway be compelled to bring into this Court the Little Band so sold
& transferred to them by the said Elizabeth Gallaway as above mentioned

and that the said Amanda Gallaway be compelled to convey to
your Petors the one Equal undivided ^{Eight} part of the said one hundred
& Twenty nine acres of Land above described in pursuance of the
agreement contained in the Title bond so given by her to the said John
Gallaway in his lifetime as above mentioned and that your Honor
would grant unto your Petors such other & further relief in the
Premises as shall be agreeable to Equity & good Conscience or to
your Honors shall seem meet & your Petors as in duty bound
will ever pray

Charles Benjamin John
for Petors

The Clerk of the Court of Common Pleas for Union County
will issue a Subpoena for James Gallaway James Guinn & Elizabeth
Gallaway returnable to the next Term of this Court directed to the
Sheriff of Union County & also a Subpoena for Amanda
Gallaway directed to the Sheriff of Worcester County returnable at next
Term

Union Com. Pleas

Hiram J. Galloway &
Elizabeth Jane Galloway
vs } Subpoena Chy
James Galloway et al

Served by Reading and by
Delivering a copy to James
Framin & James Galloway
Mallett Galloway, not served
June 26th 1837 R. Clark Sheriff
Sewn ——— 65

2 copy ——— 20
Mil ——— 50
1,41

Deca Sept 28 1837
Jas. H. Gice Clerk

Acknowledged service
of the within subpoena
in Chancery
3 Octr 1837
Mortimer Wilson

State of Ohio Union County

To the Sheriff of said County Greeting

We command you to summon James Callaway
James Brown & Matilda Callaway to appear
before our Court of Common Pleas of the County
of Union at the Court House in said County
on the 31 day of October next to answer a petition
in Chancery exhibited against them by Wiram Ira
Callaway and Elizabeth Jane Callaway heirs and
legal representatives of John Callaway late of Union
County dec'd and that they shall in no wise omit
under the penalty of one thousand Dollars and have
you then return this writ

Wm J. Brown President Judge of our said
Court of Common Pleas this 15th day of June 1837

James H. Gillock

James Galoway et al
James Cox ^{Qd} my friend of
Anan Isa Elisabeth Jane Galloway

Wm. Con. Pleas
The Chancery

Said Cox will take notice that I will
proceed to take deposition to be read on the trial of the
above cause in Shaker Town in the County of Warren
Ohio at the office of said Shaker Town before competent
authority on ~~the 19th day of~~ ~~October~~ ^{the 13th} Saturday the 13th
day of October Instant between the hours of 6 A.M.
and 12 M. on said day James Galloway
Oct 7th 1838 Amanda Galloway

64
70
640
6400

I except the within notice

James Cox

James Ferrin
vs
Hiram Cox et al

Answer in Chancery

Filed Dec 1st 1837
James B. Rice
clerk

Winn Common Pleas Oct Term 1857

The separate answer of James Brown of the defendants to a bill of Complaint exhibited against himself and others by James Con next friend of Harriet and Elizabeth Galloway the said heirs of John Galloway deceased

This defendant answers and says he this defendant having jointly with any other person ~~no way purchase and interest in the land described in Complainant's said bill of Complaint neither from the said Matilda Galloway or her defendant nor from anyone, and has entirely disclaimed any having claimed or pretended to purchase any part of or any interest in said land~~

This defendant here further positively denies all combination in said bill alleged with the said James Galloway or any other person but says he neither has nor ever had any interest in the matter of Complaint in said bill nor was he present at any time when the said part of land specified in in Complainant's said bill of Complaint was sold to the said James Galloway a like defendant

This defendant would here state that about the time specified in Complainant's said bill as the time of the alleged purchase this defendant was present and saw the bond or agreement by which the said Complainants by their next friend claim title to said premises given up by said Matilda to said James for the interest of Amanda Galloway on the payment to the said Matilda of the said twenty five dollars with its interest the consideration of said agreement by the said James Galloway as the agent of the said ~~Matilda~~ Amanda - this was done as this defendant was then informed by said Matilda in accordance with the contract by which said land was held in this that the said agreement was to be void on the payment of said 25 \$ with its interest should the said Amanda at any time leave the Shakers

This defendant further says that this was done in the presence of and with the consent and advice of said Complainants next friend ~~the present~~. expressed in the presence of him this defendant. This defendant further says that he this Deft soon ^{time} after the alleged contract heard said John Galloray deceased say that the contract he had made for said land with the said Amanda was on condition said Amanda remained with the Shakers that if said Amanda at any time left the Shakers she was to have the land again by returning said 25⁰⁰ with its interest or ~~she~~ she was to be paid not only the said sum but the balance of the value of the land as the said Amanda might choose. this as the contract of purchase this defendant frequently heard repeated by said John in his life time this deft would say in his opinion said interest in said land is worth from one hundred and forty to fifty dollars and this Deft having thus fully answered and wholly disclaiming any interest in matters contained in Complainants said bill prays to be discharged with his reasonable costs in this behalf expended and as in duty bound &c. ~~James P. Irwin~~

W. Lawrence Sol for Deft personally appeared before me James Brown who being duly sworn says that the matters and things stated in the foregoing answer as of his own knowledge are true and so far as retated on the information of others he believes to be true in substance and in fact ~~James P. Irwin~~

Sworn to and subscribed this 1st day of Dec 1837

~~W. Lawrence~~
Silas Strong Master Com in Chanc

1837 Aug 12th

I have since this
writ by leaving a copy
at Samuel Galloway's
house, the residence of
the def. when at home
and was informed that
she was on a visit
to Union County

W. Russell suff
W.C. G.

Lease	35
Mileage	60
1 Copy	20
	<hr/>
	\$115

Union Com Pleas

Miram Isa Galloway &

Elizabeth Jane Galloway

v } Subpoena

Amanda Galloway

Filed August 16 1837

James F. Gill Clerk

State of Ohio Union County ss

To the Sheriff of Warren County Greeting

We command you that you summon Amanda Galloway to appear before our Court of Common Pleas of said County of Union at the Court House in said County on the third day of October next to answer a petition in Chancery exhibited against her by Hiram Isa Galloway & Elizabeth Jane Galloway legal Heirs and representatives of John Galloway late of Union County dece and this she shall in no wise omit under the penalty of one thousand dollars and have you shew this writ

Witness A. K. Swan President Judge of our said Court of Common Pleas at the Court House this 2nd day of June A. D. 1837

James H. Gill Clerk C. P.

James Galloway
is
Fra Galloway et al

Answer
In Chancery
Filed Oct 6th 1837
Jas W. Linn Clerk

The separate answer of James Galloway
one of Exors to the bece of Hiram Ira, and
Elizabeth Lane Galloway by their next friend

In Answering this Exor says that
he never purchased part nor whole of said land speci-
fied in Complainants said as charged but says that
said land within the knowledge of this Exor was con-
tracted to this Exor's deceased Brother nominally to
enable him said John to enjoy the same whilst that
Amanda Galloway a like Exor should continue
with the Shakers but that the full value was not
as was considered between said John & Amanda
~~not~~ paid for said land to prevent it from going
to the Shakers, that the land was considered between
them of more value than 25\$. that this Exor also
knows that by said parties said contract on Amanda
quitting the Shakers ^{was} to be entirely surrendered on the
return of the 25\$ and its interest, that this Exor
as the agent of said Amanda paid the said sum and
interest and for said Amanda received said bond or
agreement to the Administrator on the estate of this
Exor's deceased Brother, that Complainants next
friend was present and advised the contract in writing
as to be given up as was done, alledging it would
be right to ~~do~~ ^{interest}. This Exor never in his own right
claimed any ^{interest} in the said land belonging to said Amanda
by purchase from any one whatever and having
thus fully answered he prays to be dismissed with his
Costs &c James Galloway W. C. Lawrence
Sol for Exor

Personally appeared James Galloway and being duly sworn
say that the matters and things set forth in the foregoing
answer are true in substance and in fact
sworn to and subscribed the 6. th day of Oct 1837
Jes 12 1/2 Ira Wood J P

Amanda Galloway
vs
Hiram J. Galloway et al

Answer

In Chancery
Filed Oct 6th 1837
Joseph C. Glick

The separate answer of Amanda Galoway
one of the Defendants to a bill of Complaint exhib-
ited against herself and others by Geram Fra and
Elizabeth Galoway in favor by their next friend
James Cox,

This Defendant now comes and
answering says that she admits that some time
in the month of December in the year 1833 this Defendant agreed
to sell by quit claim deed to the ^{said} John Galoway and the
land specified in said bill of Complainant. but
insists that the contract was at the time of its execu-
tion intended only to sell to the ^{said} John to enable him
to enjoy the same as his own notice this Defendant should
quit her connection with the Shakers, a religious
sect to whom this Defendant had been connected in her
infancy by her Mother, and with whom this defendant
then lived, that said contract was to be perfectly null
and void and of no effect on this Defendant quitting her
connection with the Shakers, and that in consequence
the consideration (25) dollars mentioned in said agree-
ment was put in when said land so far as belong
to this defendant was considered worth more than
three times that amount, that the sum of twenty five
dollars was paid to this Defendant by said John not as
the full value of land but as being the least sum
for which said Shakers would permit this Defendant to
sell for, this Defendant so charges that the contract
was so understood by the said John in his life time
and so repeatedly said in speaking on this subject
this defendant on quitting the Shakers was to return the
25. \$ with the interest to said John which this Defendant
here charges she has done by her agent James Gallo-
way and as this Defendant is informed and believes with
full consent of said Complainants next friend
that said Cox was present when the contract was

Give up by the Mother of said infant Complainants
to this Deft's agent aforesaid and seeming to understand
said Contract advised the said Mother and fully assent
ed to the rescinding of the said Contract. This Deft here
charges as was known by Complainant's next friend this Deft
had shortly before the giving up of said Contract quit her
Connexion entirely with the Shakers and was therefore no
longer bound by said Contract to convey but entitled to
an entire surrender of said Contract. That said Contract
was surrendered for the alone benefit of this Deft and
not as charged in said bill by sale to both or either
of this Deft's Co-Defts. This defendant here charges that
said ^{Contract} was never intended nor so understood by this Deft
and her deceased Brother as a contract of sale other
than as before stated, in as much as the money received
by this Deft would not go to the Individual use of this
Deft but in to the common stock of said Shakers and
was made to give possession to said John and preserve
said land for this Deft if at any time this Deft should
(as she has done) quit the Shakers and having thus
fully answered this Deft prays to be discharged with
her reasonable costs in this behalf expended and
as in duty bound &c

Amanda Galloway
Attest
Jot for Deft

personally appeared Amanda Galloway who being duly
sworn says that the matters and things stated in the
foregoing answer of her own knowledge are true
and so far as is from information she believes to
be true in substance and in fact

Sworn to and subscribed This 6th day of Oct 1834
Isa Wood J.P.

See 12th Cents

The whole truth and nothing but the truth and that
the deposition by them subscribed was reduced to
writing by me and taken at the time and place in the notice
specified July 2nd 1838 William B. Brown J.P.

Cost on the above

Elishe Key master S.W. Barrett A.A. Woodcutt for hire with

Witnesses at 50 cts each

Justice fees

Conscrible fees

William B. Brown J.P.

\$ 2.00

1.00

.45

3.45

Filed
James
shown on
July 12

Depositions in case of
J. Lallouays Heirs
James Irvine and thus

The Clerk of

the Court of

Union County

Ohio

Depositions

July 2. 1838

Wm. B. Brown

1838
James Irvine

Union Court please

The heirs of John Galloway dec'd

vs

James Galloway & others

by their next friend James Cole

Elisha Reynolds being sworn deposes and saith as follows,
Qst 1st did you send James Galloway money to buy
~~the~~ title bond from Mentel dea Wilson
A^{ns} I did to Emmanela Galloway by James Galloway
to the amount of thirty dollars

Qst 2nd did you see the Bond given by Emmanela Galloway
to John Galloway for her share of the land
A I did

Qst 3rd was the title bond like other title bonds of the
same nature.

A I thought not like any I have ever seen before or
since

Qst 4th did you not send John Galloway the money
to bid by the land from ~~the~~ Emmanela Galloway
A I did to the amount of thirty dollars

by deponent's

Qst 1st

do you know of John Galloway getting money from
any other person for the same purpose, ^{if so} and to what
amount

A^{ns} I heard John Galloway say he had got
thirty dollars from Dr Hathaway

Qst 2nd did John Galloway after his return state
to you he had bought ~~the~~ Emmanela's share
of the land and if so for what amount

A^{ns} I saw he said he had bought it for twenty five
dollars, ^{and} on condition she left the shakers

she was to have more on the land

Ques 3rd What was the land worth at the time John Galloway
bought it

I thought it at that time worth one hundred dollars a
share

Ques 4th What is the land now worth

I suppose it to be worth one hundred and fifty
dollars a share

and further this deponent saith that

Elisha Reynolds

by plaintiff
as follows
Elisha M. Bassett heing sworn deposed and saith

Ques 1st do you know that John Galloway bought Annander
Galloways share of a tract of land deeded by David Miller
to the heirs of Samuel Galloway and if so for what amount
Answer I heard John Galloway say he had for twenty
five dollars ~~in the~~ ~~with the shares~~ ~~if she kept~~
them

by defendants

Ques 1st What was the land worth at the time ~~John~~ Galloway
bought Annanders share

Ans I suppose it was worth six dollars per acre or about
one hundred dollars a share

Ques 2nd What is the land now worth

I suppose it is worth two hundred dollars ~~per share~~
and further this deponent saith not E. M. Bassett

Ased at Woodworth being sworn deposed and saith as
follows

Ques 1st did James Green tell you that he had got the land
from Mervilda Galloway the same land that John
Galloway had got from his sister Annander for her share

of the land on which John Galloway lived
Answer he did not

Ques^t 2^d did James Galloway tell you he had got the land
Answer I think he did

Ques^t 3^d did James Galloway say he thought the land was a good
Bargain

I think he did

by the deponents
get out

and further this deponent saith not

A. A. Woodward

Joshua Miller being sworn on the oath of a lawful deponent and saith
as follows

Ques^t 1st by deponents

did John Galloway tell you he had bought the remainder
share of the land on which he lived and if so for
for what a amount and on what condition

Answer I heard John Galloway say he had bought the remainder
share of the land for twenty five dollars on condi-
tion she staid with the shakers if she left the shak-
ers she was to have the land back by paying
the money and interest on what the land was worth
when she left

by deponents

did you here John say that there was any limited time
she should leave the shakers

I did not and further this deponent saith not
Joshua Miller

The state of this Union County

I William B. Brown Justice of the peace in and for said County

do certify that Elsie Reynolds E. W. Bassett A. A. Woodward

A Joshua Miller being sworn to testify to the truth the

Notice &c

Union Common Pleas 1838.

The Heirs of John Gallaway Decd.

vs

James Gallaway & others

} In Chancery

The Defendants will take notice that the complainants will proceed to take the Deposition of Elisha Reynolds Elijah Baptist and others before William Irwin Esq^r Justice of the Peace for said County at his office in Union Township in said County on the 2nd day of July A. D. 1838. between the hours of 8^o Clock A. M. & 8^o Clock P. M. of said day to be read in Evidence on the part of the complainants on the hearing of the above case

James Cox next friend

Union Com mon Pleas 1898

the heirs of James Gallows deceased } of the plaintiff will take
vers James Gallows and others } Notice that the defendants in the
above suit will proceed forthwith
with to take the ~~de~~ deposition of Joshua Ritter James H. Travis

Hiram J. Callaway & others

vs
Michael L.

Et Hilda Callaway & others

(Copy)

I except the writ in
Notice given 26th
James H. Swain

I except this within
Notice given 26th
James R. Callaway

Union Cause vs Pleas 1838

Hiram ^{Jr} Gallaway & Elizabeth Jane
Gallaway by their next friend
James Cox

Matilda Gallaway James
Juni & James Gallaway

Jos. Chandler &c

The Defendants in the above entitled cause
will take notice that the Complainants will proceed to take the Deposition of
Joseph Cox Matilda Wilson James Cox Henry Negro & others before Peter
Aggs a Justice of the Peace for Champaign County at the Dwelling House of Robert
Wilson in Wayne Township in Champaign County on the 30th day of the first
next after the 1st day of August at 8 o'clock P.M. if said day to be
read in Evidence on the part of the Complainants on the hearing of the
above cause

Charles & Casimir Solo for Compt

22^d June 1838

Filca Oct 17th
1838
J. H. G. G. G.

Galloway's heirs
as
J. Galloway

Deporting

Block of Union Com. Files
Marysville
Ohio

Received Oct 26 1838 on account of
George Galloway

Depts



James Galoway et al

vs
James Cox next of

Admin Ira Elizabeth Jane Galoway

Union Com Pleas

In Chancery

Deposition of Achsah Galoway Taken on the 13th day of October 1838 at the office of the Shakers in Shaker Town Warren County and State of Ohio between the hours of six o'clock A.M. and 12 o'clock noon on said day to be read in evidence on the trial of the above cause. The said Achsah Galoway being of lawful age & duly ~~sworn~~ ^{affirmed} by me a justice of the Peace of the County last aforesaid Depoth and saith that The heirs of Samuel Galoway did own a tract of land of one hundred ~~and twenty~~ and twenty nine acres in Union County Ohio and about five years ago John Galoway one of the heirs of the said Samuel Galoway who at that time resided on said tract of land came to this place and agreed to give Amanda Galoway twenty five dollars for her interest in said tract of land which was the undivided ~~eight~~ ^{eight} part of said tract of land. Depoth says the contract was that the said Amanda was to make a deed to the said John Galoway when demanded if she remained in the Society of believers (called Shakers) but if she left said believers then the said John Galoway was to give up said share of said tract of land to the said Amanda on her paying back to the said John the twenty five dollars with interest. Depoth further says that at the time said contract was made the said John Galoway told the said Amanda that twenty five dollars was not the value of her share of said land but if she remained with the believers it ^{the land} would do her no good. and further this deponent saith not.

Achsah Galoway

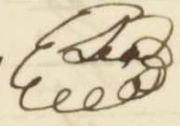
At the same time & place Personally came Nathan Sharp who being duly affirmed saith that about five years ago he wrote a titleband given by Amanda Galaway to John Galaway for her share of a tract of land owned by the heirs of Samuel Galaway dec'd in Union County Ohio. Depont says that the said John Galaway gave the said Amanda Galaway twenty five dollars for her share of said tract of land with the express understanding between the parties that if the said Amanda should leave the society of believers that the said John was to give up to the said Amanda said share of said tract of land on her paying back the said twenty five dollars with interest

Nathan Sharp

The State of Ohio }
Warren County }

I Benjamin Blackburn a justice of the Peace of said County do certify that Achsah Galaway & Nathan Sharp was by me duly affirmed to testify the truth the whole truth and nothing but the truth and that the depositions by them subscribed was reduced to writing by me and taken at the time and place in the inclosed notice specified.

Given under my hand and seal this 13th day of October A.D. 1838

Benjn Blackburn J.P. 

Justice fees for traveling & taking deposition	\$1.62 1/2
Nathan Sharps per witness	75
Achsah Galaways per "	75
paid by James Galaway	\$3.12 1/2

The State of Ohio
Warren County } I Jonathan W. Wilds clerk of the
Court of Common Pleas within & for the county aforesaid
certify that Benjamin Blackburn Esq. who appears to
have taken & certified the aforesaid depositions was at
the time of the date of his certificate thereof & now is
an acting Justice of the peace within & for the county
aforesaid duly commissioned & sworn into office that
full faith & credit are due to all his official acts as such
in testimony whereof I have hereunto
set my hand & affixed the seal of the
Court aforesaid at Lebanon this 13th
October A. D. 1838

J. W. Wilds clk



of
said
bal

Depositions in the case
of H. Galloway's Heirs
vs
James Irwin & others

Hiram Galloway
& others } Deposition
vs }
James Irwin and
others }

Clerk of the Court of
Common Pleas Union
County Ohio

Spence on request of Defts atty
July 14. 1838 Jas. H. Lee Clk

Filed July 2. 1838
James H. Lee Clk

Deposition of Henry Reynolds in the Township
of Wayne Champaign County Ohio Taken on the 30th
day of June 1838 between the hours of 8 o'clock A.M.
and 8 o'clock P.M. of said day at the house of
Robert Wilson in Wayne Township pursuant to the
enclosed notice to be read in a case pending in
Union County Pleas between Hiram Galloway & Elizabeth
Jane Galloway by their next friend James Cox Pltff and
James Swin Matilda Galloway & James Galloway
is Dfts. The said Henry Reynolds being first
duly sworn by me Peter You a Justice of the Peace
in and for ~~Champaign County Ohio~~ Champaign County
Ohio do depose and saith that he heard John
Galloway say that he had purchased of Amanda Galloway
all his right of a tract of Land he then lived on
for the sum of twenty five dollars

Question by Dfts. did you ever hear John Galloway
say after he had made the said purchase mentioned
that he would release his purchase on any condition
if so what were the condition

Ans I never heard any thing more only that he would
not give any more than what he had paid

Question by Pltff do you know the reason said Galloway
did not take deed for the land purchased of
Amanda Galloway

Answer I heard John Galloway say that he expected
to purchase the rights of the other heirs
any further the deponent saith not

Henry Reynolds
at the same time and place Matilda Wilson formerly
Matilda Galloway after being first duly sworn
depose and saith that John Galloway held a
title bond for a deed from Amanda Galloway for
her right of the land he then lived on

Question by Pltff

did you hold a title bond given to John Galloway by Amanda Galloway if so what sort of a bond was it and what become of the said bond

Ans I did and it was to make a quit claim deed to John Galloway when called for by said Galloway of her right as an heir of Samuel Galloway dec'd. and I give James Galloway the bond and he paid me the sum of twenty five dollars with the interest arising thereon

Ques' by Pltff why did you give up the bond referred to
Ans Through the persuasion of James Irwin and James Galloway

Question by Dfts did you hear John Galloway say that if Amanda Galloway would leave the Shakers he would give her more for her right.

Ans I heard him say provided she left the Shakers he would give her more for her right aluded to

Question by Dfts was the ~~following~~ persuasions you mentioned above done in the presence of others if so who were they

Answer They were in the presence of James Cox and Sarah Cox

any further the deponent saith not

Matilda Wilson

at the same time and place Sarah Cox after being duly sworn deposed and saith that the evening before the bond spoken of was delivered to James Galloway James Irwin told Matilda Wilson then Matilda Galloway that James Galloway had some money for her if she would except of it and further stated that Amanda Galloway had left the Shakers and that she was a lone girl and no other way but by the industry of her own hands

Question by Pltff what did James Galloway say at the time he paid the money

Answer he said it was the same that John
Galloway had paid to Amanda Galloway or
as good as the same for she had remained
among the Shakers and not made use of it
any further this deponent saith not

James Cox

at the same time and place James Cox
being duly sworn deposed and saith that John
Galloway told me in his lifetime that he had bought
his sister Amanda's right to the tract of land
he was then living on belonging to the heirs of
Samuel Galloway that she had gave him a
title bond to make him a quit claim deed
when called for for which he paid her twenty five
dollars. and that he intended to purchase all the
other heirs rights as they become of age this title
bond I seen and read and through the persuasion
of James Irwin & James Galloway the bond was given
to James Galloway

Quer by Dpt what conversation took place relating to the
delivery of the bond spoken of the same morning the bond
was delivered

Answer I cannot recollect any thing particular but there
was a good deal said
any further this deponent saith not James Cox

I Peter Lyon a Justice of the peace in Wayne Towns-
hip Champaign County Ohio do hereby certify that
Henry Reynolds, Matilda Wilson Sarah Cox and
James Cox was by me sworn to testify the truth the
hole truth and nothing but the truth and the
foregoing depositions by them subscribed were
reduced to writing by me and taken at the time and
place in the notice specified:

Peter Lyon

Sustain costs \$1.00 } paid by Pff } June 30th A.D. 1888
witnesses don't charge }

Chancery Case File

Case No. 1837-CH-0009

No. 37-CH-9

Union Common Pleas Court.

Ebenezer P. Tenney
Plaintiff,

AGAINST

Unknown Proprietors
Defendant.

JUL TERM, 1838

DECREE FOR PLAINTIFF

Journal 2

Page 43

Record No. 3

Page 177

Ex. Doc. 1

Page 134

George P. Loring

vs
Unknown Parties

Particulars of Testimony

A. Hall atty

Filed July 7th 1837

James H. Hill clerk

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

Your Petitioner Ebenezer
P. Tenny of the County of Oneida and State
of New York Respectfully Represents that
He has a legal right to and is seized
in fee simple of an undivided 411½ acres
of Land on Survey No 4405 said Survey
containing 1333½ acres entered in the name
of Benjamin Trimmer That your Petitioner
has Deed of said 411½ acres of Land that
said Deed was duly Recorded on the
Eighth day of October in the year one
thousand Eight hundred and thirty four
in Book 4th Page 56 and in Union County
and State of Ohio That said land is
situated in the Virginia Military tracts
in Liberty Township Niara County and
State aforesaid

And your Petitioner further Represents
that he is Tenant in Common in the said
Premises with certain other persons whose
names and place of residence are to
your petitioner unknown

Your Petitioner
therefore prays that partition of said
lands may be made or if the same
cannot be done without manifest
injury that there such other proceedings
may be had as are authorized by Law
and as your Petitioner in duty bound
will ever pray
A Hall his Atty.

Union Common Pleas

Benjamin P. Tenney

Unknown Proprietors
Writ of Partition

Filed July 10. 1838

James H. Little

Cost. bill made

1838

JUL TERM 1838

[Faint, mostly illegible handwritten text, likely bleed-through from the reverse side of the page.]

State of Ohio
Union County ss

To the Sheriff of said County Greeting

We command you that without delay by the
oaths of William B. Swin, Samuel Wheeler
and Simon Goodie you cause an undivided

Four hundred Eleven and an half acres of land
part of Survey No 4405. said Survey containing 1333 1/3 acres
belonging in the name of Benjamin Grimes to be set apart to
Ebenezer P. Jenney and that your proceedings on the premises you
distinctly certify under your hand to our Court of Common
Pleas within and for said County on the first day of their
next Term together with this writ.

Witness James H. Gill Clerk of the Court of Common
Pleas within and for the County of Union this 14th
day of May 1838

James H. Gill Clerk

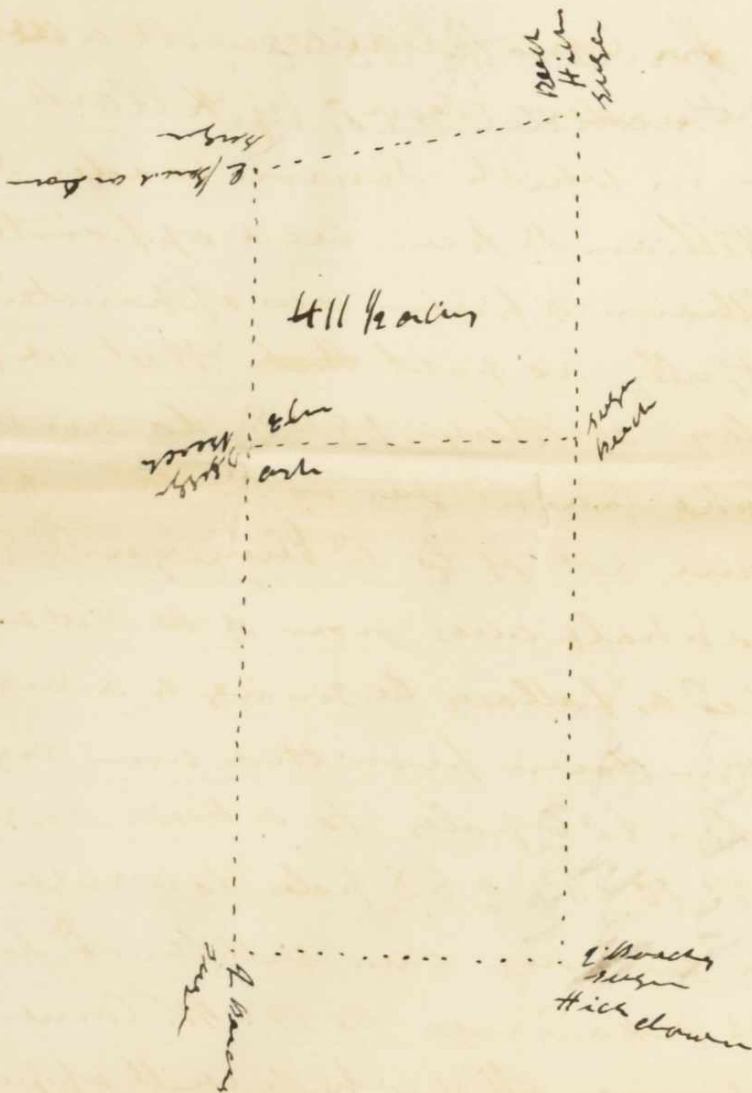
May 15th 1838 in ~~the~~ obedience to the aforesaid
command I proceeded by the oaths of Simon Goodie
Samuel Wheeler & Wm B Swin to make
partition in Survey No 4405 in manner as set
forth in the report of said Commissioners herewith
attached

R Clark Sheriff

Calling Commissioners	100
Sworn	35
Mid	100
	<hr/>
	\$2,35

Report on
petition
July Term
1838

June 4th 1838
At the residence of Seymour



In compliance with a writ served upon us the under signed by K Clark Sheriff of Union County in which Simon Coader Samuel Wheeler and William B. Brown were appointed Commissioners and William B. Brown was appointed Surveyor would respectfully report ~~that~~ that we proceeded on the 14th day of May 1838 to survey the the same and make partition of the same as ordered in sd writ and have set of to sd Ebenezer P. Ganney four hundred eleven and a half acres from the West end of the survey bounded as follows beginning at a sugar tree and 2 beeches one of them down from there running N. 80. E. on the South line 206 poles to a beech sugar oak and Elm then N. 10. W. 288 poles to a sugar and beech in the N. line of the survey then with the sd line S. 80. W. 244 p. to a beech Hick and sugar the N. W. Corner then S. 20. E. 294 p. to the beginning all of which will appear by the next sheet

William B. Brown
 Samuel Wheeler } Commissioners
 Simon Coader }
 William B. Brown Surveyor

a Bill of expenses

Simon Coader	three days as com.	\$ 3.00
Samuel Wheeler	dito	3.00
William B. Brown	stato four days	4.00
William B. Brown	surveyor four days	8.00
Thomas Scott	two days as marker	1.50
Samuel Wheeler	to per marking when ^{the day} the day	2.25
Simon Coader	ditto	2.25
		<hr/> 24.00
		<u>23.40</u>
		76

Ebenzer T. Jenney
or
Unknown Proprietors
Filed Oct 6th 1837
W. W. Van Hook

W. W. Van Hook

Handwritten notes and signatures in the lower left section, including names like "Van Hook" and "Jenney".

Vertical handwritten text in the upper left section, possibly a list or index.

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SURVEY 4405:

THE unknown proprietors of lots, survey No. 4405, will take notice that a petition was filed against them on the 7th day of July, 1837, in the Court of Common Pleas in the county of Union, and State of Ohio, by Ebenezer P. Tenny, and is now pending; wherein the said Ebenezer P. Tenny demands partition of 411½ acres of land, of survey 4405, situate in Liberty township, Union county, and State of Ohio; said survey containing 1333½ acres—and at the next term of said court, application will be made by the said Ebenezer P. Tenny, for an order that partition may be made of said premises.

EBENEZER P. TENNY,
By JOHN F. KINNEY, Agent,
Marysville, 31st July, 1837.

State of Ohio, Franklin Co

J. M. Gallagher, one of the
publishers of the Ohio Political Register
a News Paper printed in the City
of Columbus. being duly sworn

according to law says that a copy of the above
notice was published in the above News Paper on the
9th day of August ^{for six consecutive weeks thereafter} and that said paper
was of general circulation in the County of
Union

J. M. Gallagher.

Sworn & Subscribed before
me this 5th day of Oct AD
1837. J. H. Wood JP

Printer's fee \$1.75-
This entification 25-40.00

Cornelius Mersher Union Com. Pleas

^{vs}
Edward Bayly } In Chancery

The Defendant E. Bayly
or his Counsel will take notice that the plain-
tiff will proceed to take the Depositions
of Benjamin Sagar and others before John
Scott a Justice of the Peace of Jackson Townships
Union County on Wednesday the 20th Inst
at his office between the Hours of Six o'clock
A.M. and 9 o'clock P.M. on said day.
which depositions I will read on the trial
of the above cause

Sept 14. 1837

Cornelius Mersher

Union Common Pleas

Execution

vs

Ebenezer P. Tenney

Costs \$22.74 1/2
writ 35
\$33.09 1/2

Serv ——— 35

Ferry ——— 35

Mil ——— 50

Cal Inquest 100

Apr fee ——— 150

\$390

Copy Aff. ——— 115

\$3,85

Filed Oct 26. 1838

Joseph G. Lee Clerk

Recd Sept 19th 1838

Wm. D. J. Smith to search for goods and found none
bet 18th 1838 found upon 40 acres of land in
to 4405 situated in the north east corner of the
land set by partition to Deaford and others
the same by the order of J. Wheeler & Thomas
& M. Little at \$1,500 per acre at Clark's
land not used for want of time

State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at a Court of Common Pleas begun and held at the Court House in and for the County aforesaid on the thirteenth day of July A.D. 1838 Ebenezer P. Linney obtained a partition of a certain tract of land in said County and whereas it was decreed that said Ebenezer P. Linney pay the costs in that behalf expended, you are taxed to \$32.74 $\frac{1}{2}$ -

You are therefore commanded that of the goods and chattels come for meat thereof of the lands and tenements of the said Ebenezer P. Linney you cause to be made the costs aforesaid with interest thereon from July 13. 1838 until paid and have you that money before our said Court on the first day of their next Term to render unto the Claimants - and thereof fail not at your peril and have there this writ

Witness James H. Gill Clerk of the Court aforesaid at the Court House in Marysville this 18th day of Sept A.D. 1838

James H. Gill Clerk

Chancery Case File

Case No. 1837-CH-0010

No. 37-CH-10

④

Union Common Pleas Court.

James B Taylor, et al
Plaintiff,

AGAINST

Samuel Connor, et al
Defendant.

APR TERM, 1838

DECREE FOR PLAINTIFF

Journal 2

Page 17

Record No. 3

Page 130

Ex. Doc.

Page

Uncle Samson Oles

James B. Taylor &
Polly his wife

vs Stephen

Partition

Samuel B. Coomes &
Others

Filed Aug 29th 1837

James H. Orr Clerk

To the Honorable the Judges of the Court of Common Pleas, when sitting
within & for the County of Union your Petitioners James B. Lupton &
Polly his Wife late Polly Coomes represent unto your Honors that they
are joint Tenants with one Samuel B. Coomes to the following
described Tracts or parcels of Land lying & situate in the County of Union
to wit one Tract of Two hundred acres lying in the creek
it being Military Survey number 9406 Patented to David Coomes
in his lifetime also forty seven acres of Land adjoining the said Two
hundred acres above mentioned on the East side part of Military
Survey number 9498 & Deeded to David Coomes in his lifetime
by David Bulver - And your Petitioners further represent that
they derive Title to the said Tracts of Land above described by Virtue
of the last Will & Testament of David Coomes late of Union County
Decedent which said last Will & Testament has been duly proven
& recorded in the Honorable Court to which well your Petitioners
may refer - And your Petitioners further Represent that
the said David Coomes left Sarah Coomes his Widow who has
since the Death of the said David Coomes intermarried with one
Nolph Cherry who one entitled to Dower in said Tract of Land above
described & who together with the said Samuel B. Coomes your
Petitioners may may be made Dependents to this Petition
And your Petitioners further represent that no Partition has yet
been made of the said Tracts of Land above mentioned & that
they are entitled to the one half of said Tracts of Land after the
Dower of the said Sarah Cherry late Sarah Coomes is set off to
her according to the provision of the Statute in such case
made & provided. Wherefore your Petitioners pray your
Honors to grant an order of Partition of the said Two Tracts
of Land above described & that they may have their interest in the
same set off to them by Cities & bounds & hold the same in
severalty & your Petitioners as in duty bound will ever
Pray

Moses B. Coomes
Jole for Petitioners

Jeram B Taylor &
Wally his Wife

Justice

Samuel Kearnes &
Others

Filed Aug. 29th 1837

James H. Gill Clerk

On this 29th day of August 1837 I received the within named
Book Clergy & Sarah his Wife with 60 printed Copies of the within
Notes —
Joram B Taylor

Nolph Cherry & Sarah his Wife you are hereby notified that
we have this day filed in the Clerk's office of the Court of Common
Pleas for Union County a Petition for Partition of the Real Estate
Devised to us by the Will of David Casmer Deceased late of Union
County Two hundred acres of Land lying on Trappers
Creek it being Eminentary Survey number 7406 Patented to David
Casmer in his lifetime also forty seven acres of Land adjoin-
ing the said Two hundred acres above described on the East
side part of Eminentary Survey number 9798 & Devised to
David Casmer in his lifetime by David Culver & that at the
next Court of Common Pleas to be holden in & for the said
County of Union we will apply to said Court for an order
of Partition of the said Two tracts of Land above
mentioned

29th Aug 1837

Foran B. Taylor &
Nolly his Wife

Jeram & Taylor &
Pally his Wife

²⁰⁷ } Notice &
}

Samuel & Coarner
& others

Filed Aug 29th 1837
James H. Gillett

On this 29th day of August 1837 I received the within named
Samuel & Coarner with a Certified Copy of the within matter

James H. Gillett

Samuel B. Coomer Sei you are hereby notified that we
have this day filed in the Clerk's office of the Court of Common
Law ^{for Union County} a Petition for Partition of the Real Estate devised to
us by the Will of David Coomer Deceased late of Union
County Tenet Two hundred acres of Land lying on the
Creek it being Elettory Survey number 7406 Patented
to David Coomer in his lifetime also forty seven acres of
Land adjoining the said Two hundred acres above
described on the East side part of Elettory ~~Survey~~
Survey number 9498 & Deeded to David Coomer in his
lifetime by David Calver and that at the next Court
of Common Law to be holden in & for said County
of Union ^{we} will apply to said Court for an order of
Partition of the said Two Tracts of Land above
mentioned

27th Aug. 1839

Josiah B. Taylor &
Polly his Wife —

lect p 20. as

Jason B Taylor & the Widow & Heirs of David Caumer Dec'd in
Account with ell aser & Larner Dr

1858

Apr 27th. To my fee as attorney in obtaining Portion of the Real Estate
of said Dec'd in Union Cairman Shs Twenty Dollars \$20.00

John B. Taylor &
Polly his wife
and out of bond

Samuel B. Combs &
Ralph Cherry Sarah his
wife

Filed April 19th 1838

James B. Smith

best bill made

1838

Recorded

For obedience to the Command of a writ from
the Court of Common Pleas of the County of Union
State of Ohio at their October term in 1857 for a per-
tition of the farm of the late David Comer Dec'd ~~was~~
in which we the undersigned were appointed Commis-
sioners we would respectfully report that after making
a careful survey of the same land named in sd
writ we found it to contain Two hundred and seventy
five acres and have divided it as follows we have set of
unto the sd Jason Taylor and Polly his Wife the
North End of the survey bounded as follows Beginning
at a Jack oak and Bur oak. N. W. Corner to survey
No 7406 thence with original West South 25 degrees
West 95 poles to a stake then for a partition line South
65. E. 242. poles to a stake in the East line of the lot No
9798. then with sd line. N. 25. W. 94 poles to a small
Bur oak the original. N. E. Corner then with the original
North line N. 65. W. 242 poles to the beginning containing
one hundred and forty three acres and we have set of unto
the sd Samuel Comer named in the writ the south end
of the survey as follows Beginning at 3 Bur oaks the
beginning corner in the patent to survey No 7406 from
thence running N. 65. West 119 poles to a Bur oak and black
oak then N. 25. E. 96 poles to a stake corner to the division
line of Jason and Polly Taylors part then with sd line
South 65. E. 242 poles to a stake in the East line north
corner to sd Taylors lot then with the East line S. 25. W.
54. poles to the line of Galloways survey then with his
line. N. 82. W. 131. poles to the beginning containing
one hundred and thirty three acres and we have set
of unto the sd Sarah Cherry as her Dower as follows
Beginning at a stake in the partition line. N. 65. W. 116
poles from the East line then S. 25. W. 49 poles then S. 65. E.
116 poles to the East line then with the East line N. 25. E.
144 poles to a small Bur oak. N. E. corner to Jason and
Polly Taylors lot then with the North line of the

State of Ohio
Union County

To the Sheriff of said County Greeting

We command you that without delay by the oaths of Benjamin Hopkins William B. Swin and James Miller you cause Ralph Cherry and Sarah his wife late widow of David Comer late of said County ~~dece~~ to be endowed of one full equal third part of the following real estate situate in said County of Union to wit Two hundred acres lying on Treachlers Crk the same being Military Survey No 7406. Likewise Forty seven acres of land adjoining the said Two hundred acres above mentioned on the East side part of survey No 7798 Deeded to David Comer in his life time by David Colver as the Dower of the said Sarah Cherry. And by the like oaths of the said Benj Hopkins William B. Swin and Jas. Miller partition be made of said lands subject to said Dower Estate in the following proportions to wit To Jason B. Taylor and Polly his wife one equal half, and to Samuel B. Comer one equal half of said lands. And premises above described and that you proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within one year for the County of Union Together with this writ

Witness As W. Gill Clerk of said Court this 7th day of Oct 1837

W. H. Gill

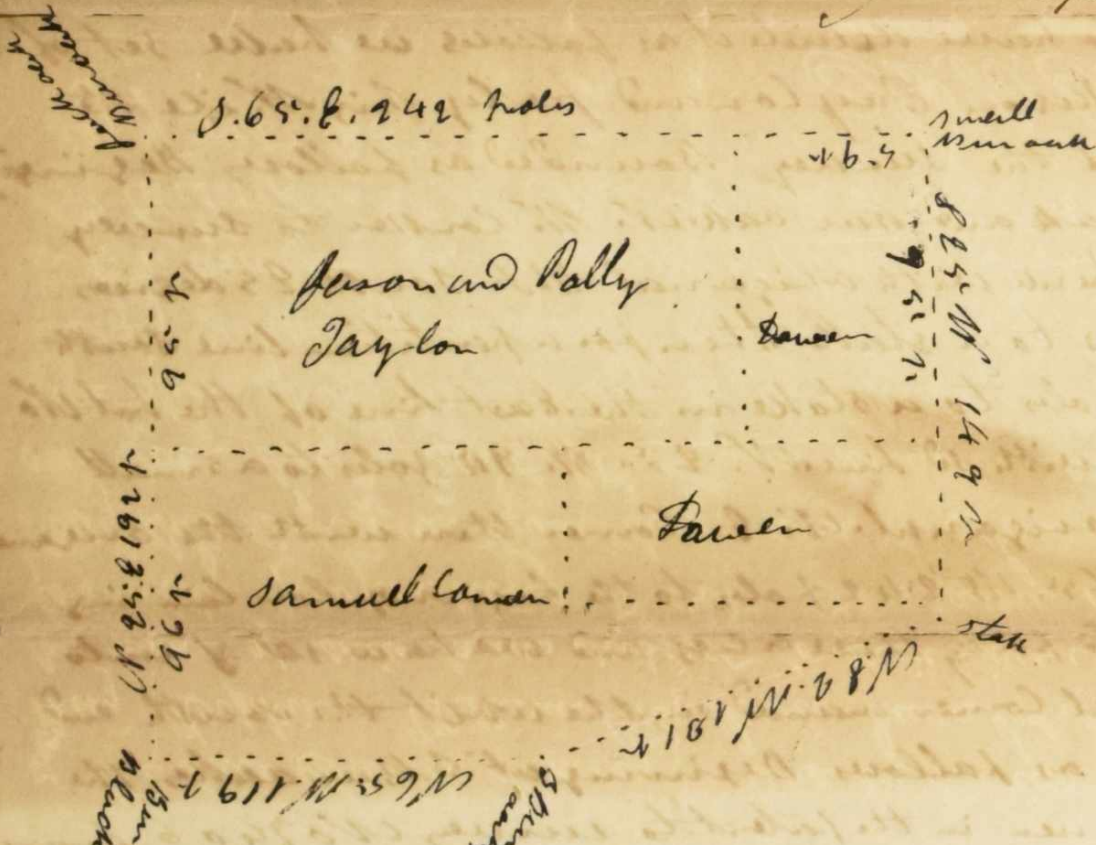
Ordered to execute this according to the command thereof the proceedings had in the matter is hereunto attached
Oct 1837 The Clerk Sheriff

Serv — 35
Mil — 40
Fugest — 100
\$175-

Survey of North 65th W. 4th 9 poles to a stake then S. 25th.
 W. 95 poles to a stake in the partition line then with W line
 North 65th W. 57 poles to the beginning containing ninety
 acres all of which will appear in the annexed plat all of which
 is respectfully submitted

at a token 1837

William B. Brown
 James C. Miller
 Benjamin Hopkins } Commissioners



I certify the above to be a correct plat of the farm of
 the late David Conner dec'd with the divisions there of

William B. Brown surveyor

a bill of the costs of the above division

Benjamin Hopkins	two days	\$ 2.00	} Com
James C. Miller	two days	2.00	
William B. Brown	Commissioner and surveyor	5.00	
		<u>8.9.00</u>	

Chancery Case File

Case No. 1837-CH-0011

No. 37-CH-11

Union Common Pleas Court.

Jacob Warner

Plaintiff,

AGAINST

Wm Cocklin

Defendant.

OCT TERM 1837

JUD'G VS PLAINT'F

Journal /

Page 353

Record No. **No Record.** Page

Ex. Doc. _____

Page _____

side of this Court and can be alone relieved
by the Chancery Court than of this Court
your petition therefore may that said petition
be taken by rule and proce money my debt
and fees entered be consents to make "to all
and dispense the charges in this bill contained
and that on final hear this Court would
order adjudge and decree that the said debt
convey the same as aforesaid to you ^{in full}
as he shewed and he ought as that you
Honor would afford other and further relief to
your petition as may be his in equity and
good conscience and as in and by the

Attest my hand
1897 for Court

Let a subpoena issue
Pro Laocoena

J. Warren
vs
Mr. Conklean

Bill in Chancery
Filed Sept 28th 1897
J. M. Gill Clerk

State of Ohio
Union County

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

Complaining sheweth unto your Honor that
Jacob Warner, ^{petitioner} of the said County that in the month
of November in the year one thousand eight hun-
dred and thirty six your petitioner purchased
by Verbal Contract of Wm. Conkleon also of
said County (and whom your petitioner here
makes defendant) the following described
parcel of Land lying in said County and Town-
ship of Mill Creek and being a part of the farm
now the residence of the said William taken
out of the South East Corner of said farm so
as to commence on the East side of the below
are and Levan Road and Bounded by said
Road and east line of said farm so as to
embrace three acres, that your petitioner with
the consent of said Wm and in pursuance
of ^{purchase} said land, took possession of said parcel of Ground
cleared fenced and improved the same by erec-
ting a dwelling House thereon and a Blacksmith
shop of great value and still remains in
possession of the same, your petitioner further
shows at the time of said purchase your pe-
titioner ^{paid} the sum of thirty dollars in full consider-
ation of said Ground that by said Contract the
deed was then to be executed on the call of your
petitioner containing covenants of Warranty
your petitioner further shews that he demand-
ed the deed at the time of the payment aforesaid
and after decease of said Wm but that Wm
refused and still refuses to convey your
petitioner is remedied by the forms of the Law

Union Com. Pleas

Prob Warrant
v³ Sub Chy
Wm Conkton

Served by a certified Copy

Service — 35

Milage — 40

Copy — 15

90
September 28th 1837

Filed Sep 29th 1837

Jas H. Gill Clerk

R Clark Sheriff

State of Ohio
Union County

To the Sheriff of said County Greeting
We command you that you summon
William Conkleon to appear before our Court
of Common Pleas of the County of Union
at the Court House in said County on the

the third day of October next to answer a petition in
Chancery exhibited against him by Jacob Warner
and this he shall in no wise omit under the penalty
of one thousand Dollars and have thereunto this writ
witness W. H. Brown President of said Court this 21th
day of Sept 1837

James H. Gill Clerk

Chancery Case File

Case No. 1837-CH-0012

No. 37-CH-12

Union Common Pleas Court.

Lynne Starling

Plaintiff,

AGAINST

Michael Rudolph

Defendant.

OCT TERM 1838

DECREE FOR PLAINTIFF

Journal 2

Page 36

Record No. 3

Page 199

Ex. Doc. 1

Page 176

Union Com. Head

Lynne Marling

v } Bill in City

Michael Randolph

Filed Nov 23a 1837

James W. Gill Clerk

To the Court of Common Pleas of ~~Franklin~~^{Union} County in the
State of Ohio

Your petitioner Lyne Stating of the
County of Franklin State of Ohio represents that he has a
legal right to be seized in fee simple of one undivided
fourth part of the following real estate situated in the
Counties of Logan, Marion and Union to wit Survey
No 9988 in Marion County 9909 in Logan County
and 9980 and 10049 in Union County all which
said Survey were entered & merged in the name of
Michael Rudolph Representatives and Contain by
estimation one thousand acres each —

And your petitioner further represents that Michael
Rudolph, Eliza Rudolph, and Amelia Rudolph
if living and if dead then their Representatives are tenants
in Common with your petitioner in the said premises, being
each entitled to one fourth part of the said land as
the heirs of the said Michael Rudolph deceased —

Your petitioner further represents that he is informed
that the said Michael, Eliza, and Amelia Rudolph
or their Representatives reside some where in the State of
Georgia or South Carolina, but in which or in what
part of either is to your petitioner unknown —

Your petitioner therefore prays that notice by
publications may be given of the pendency of this
petition, that his proportion of the lands aforesaid
may be set off and partitioned to him, and that
such other and further proceedings may be had
in the premises as are authorized by law —

By Lyne Stating
his Atty.

Union Com. Pleas
Lyn - Starling
vs. order of
Partition

Michael Rudolphs
heirs & others

Entered.

Filed Oct 26 1838

Wm. H. Linn Clerk

Lynn Starling
vs. Partition
Michael Rudolph's
heirs and others

} ~~It~~ On motion of the Petitioner
and it appearing to the satis-
faction of the Court, that
due notice of the pendency and prayer of said
Petition, has been ^{given} by publication in the Marion
Gazette ^{newspaper} and in the County of Marion
and in general circulation in said Counties
of Marion, Union and Logan and no suffi-
cient reason appearing, why partition should
not be made, of the lands and tenements in the
petition mentioned and described, it is therefore
ordered and adjudged by the Court, that partition
of said lands and tenements be made in
and one fourth part in value of said lands & tenements as appraised to him in severalty,
favor of said demandant, and that a writ
of partition issue to the Sheriff of this County,
Commanding him, that by the oaths of Levi
Phelps, Stephen McLain and Amos A. Williams
three judicious and disinterested freeholders of
the vicinity, he cause to be set off and divided
to said Petitioner Lynn Starling, one fourth
part in value of said lands and tenements
and in case said lands and tenements, can-
not be divided without manifest injury
thereof or spoiling the whole, that then and
in that case, said freeholders, return to
this Court, a just valuation of said lands and
tenements, and that the said Sheriff return
his proceedings, to the present term of this
Court, all which is ordered accordingly -

Union Com. Pass
Lynx starting
Es. 3 Final order
Michael Rudolph
heis & others

Sydney Starling

v. S. Partitions

Michael Rudolph heirs & others

The Commissioners appointed by the Court in this case, having returned into Court their proceedings, in this case and the Sheriff having returned the writ of partition executed, according to the Command thereof, and the Court having seen and inspected said proceedings and the Sheriff's return, do approve and confirm the same, it is therefore ordered and adjudged by the Court, that said Petitioner do hold said lands and tenements so set off and assigned to him, in severalty, (Being Survey number nine thousand nine hundred and ~~ninety~~^{eighty} three (9983) in Marion County, particularly described in said Commissioners report) and it is further ordered that said Petitioner pay one fourth of the costs of this suit, and the defendants pay the remaining three fourths, ^{paid costs} according to their respective interests in said lands and tenements, which costs are to include a ~~check~~ Counsel fee of thirty dollars to Brink & Gilbert, ~~as which is ordered~~ and in default of such payment that execution issue therefor.

Union Common Pleas

Lynn Starting

Rudolph's Representations
Writ of partition

Oct 21
Filed ~~Jan 15~~ 1838

James H. Gill clerk

See

34	_____	_____
25	_____	_____
100	_____	_____
460	_____	_____

Coll. Sargent
W. L. Sargent
W. L. Sargent

Union Common Pleas

Lynn Starting
In partition

Rudolphs, Heirs

Commissaries Report

Oct 26th 1838

James H. Gilchrist

State of the Union County

To the Sheriff of said County Greeting

We command you that without delay by the oaths of Levi Phelps Stephen Mc Lane and Amos A. Williams Freeholders of said County you cause partitions to be made of the following real Estate situate in the Counties of Logan Marion & Union to wit Surveys No^s 9983 in Marion County and 9902 in Logan County and 9960 & 10042 in Union County all which said Surveys were surveyed and surveyed in the name of Michael Rudolphs Representatives and contain by estimation one thousand acres each and that you cause to be set off to Lyne Starting one Equal fourth part of the above mentioned lands and Tenements or if said lands cannot be thus divided without manifest Injury of the value thereof that then & in that case you cause said Freeholders to make out and Return to this Court a Just valuation of said lands and tenements and that your proceedings in the premises you distinctly certify under your hand to our Court of Com. Pleas within and for said County of Union at their ^{present} ~~next~~ Term together with this writ

Witness James H. Gill Clerk of the Court of the Common Pleas within and for said County this 26th day of ^{October} ~~October~~ 1838

James H. Gill Clerk

Executed the above writ by the Oaths of A. A. Williams S. Mc Lane & L. Phelps whose report is herewith attached which I ask the Court to receive as part of my Return Oct 26th 1838 R. Clark Sheriff

Syne Starling
vs
Mc. Rudolph & others } Partition Common Pleas
} for Union County:

We Levi Phelps Amos A. Williams & Stephen
McLain Commissioners appointed in the
above Cause to make partition of the
following Real Estate situated in the Counties
of Logan Marion and Union to wit Surveys
No. 9983 in Marion County, and 9902
in Logan County, and 9980 & 10042 in
Union County, all of which Surveys, were
Entered and Surveyed in the name of Mich-
-ael Rudolph, Representatives and contain
by Estimation 1000 acres each, and to set
off to Syne Starling one Equal fourth part
of said lands; Having been first duly sworn
upon actual view of the premises do set off
and assign to the said Syne Starling in
severally for his one Equal fourth part
of said lands, Survey No. 9983 in Marion
County, Bounded and described as follows,
Beginning at four Sycamores and an ash
upper corner on the River to Alexander
Parker's heirs Entry No. 9983 thence with
their line S 12 E 406 poles crossing a branch
at 187 poles to two Elms and a Lynn in
said line, thence S. 78. W 250 poles crossing
a branch at 392 poles to an Elm Lynn and
sugar tree, thence N. 12 W. 360 poles
crossing a branch and passing the lower back
corner of Elizabeth Sebiger & others Survey
No. 9986 at 34 poles to two beeches and a

Sugar tree lower corner on the River to
Solid Survey, thence down the River binding
thereon N. 78 E. 42. S 14. E 24. N 78. E 36. N 12 W.
23. N 24 E 51. West 24. S 25 W 41. N 88 W 18. N 25 E
61. N 88 E 139. S 40 E 30. N 62 E 22. N 12 W 92.
N 78 E 46. S 17 E 78. N 58 E 42. N 85 E 60 poles
to the beginning containing 1000 acres,

All of which is respectfully submitted.

October 26th 1838.

Levi Phelps
Amos A. Williams
Stephen M. Linn

born in 1811

Commissioners fees paid
By Lynn Staring

James W. Ballou

4961
753
4661
331
213
258
258
1241
693
143
1321
1871
1871
3481
786
1851
2791
2791
241
3781
8441

30.61

James W. Ballou Charles W. Ballou

57.06 4
8871

67.94

Union Common Pleas

Lyne Starting

Michael Rudolph et al
Writ of partition

1838

State of Ohio Union County

To the Sheriff of said County Greeting

We command you that without delay by the oaths of Levi Phelps Stephen McGain and Amos A. Williams you cause partition to be made of the following real estate to wit lying in the Counties of Logan, Marion & Union to wit Survey N^o 9984 in Marion County & 9908 in Logan County and 9960 & 10042 in Union County. In manner following to wit To Lyn Starting one Equal fourth part of said lands and Tenements. or that in case said lands cannot be thus divided without a manifest Injury of the Value thereof, that then and in that case you cause said Phelps McGain & Williams to make and return to this Court a Just Valuation of said lands and Tenements. And that your proceedings in the premises you distinctly certify under your hand, to our Court of Com. Pleas within and for the said County of Union at their next Term together with this writ

Witness James H. Gill Clerk of the Court
of Com. Pleas within and for said County
This 28th day of April 1838

James H. Gill Clerk

L. Sterling

Filed May April
20th 1838

James W. Gillett

LYNE STARLING,
vs.
MICHAEL RUDOLPH
and Others.

} Union
Common
Pleas.

Michael Rudolph, Eliza Rudolph, & Amelia Rudolph

will take notice that a petition was filed against them on the twenty-first day of November, eighteen hundred and thirty-seven, in the Court of Common Pleas, of Union County, by Lyne Starling, and is now pending, wherein the said Lyne Starling demands partition of the following real estate, to wit:—Surveys No. 9984 in Marion county; 9902 in Logan county, and 9960 and 10042 in Union county, all which said Surveys are situated in the Virginia Military District so called, are entered in the name of Michael Rudolph's Representatives, and contain one thousand acres of land each: and that at the next term of said court, application will be made by the said Lyne Starling for an order that partition may be

the Senate—and is consequent
now a law of the land. This bill

State of Ohio. Marion County ss
George Sprung one of the publishers
of the "Marion Gazette" a newspaper
printed in Marion County Ohio, and
in general circulation therein, being
duly sworn deponent and saith
that a notice of which the one hereto
attached is a true copy, was regul-
arly published in said news-paper
for the term of six consecutive weeks
commencing Nov 23. 1837

Geo Sprung

Sworn to and subscribed this 24 day of February
1838 before me

John Bartman J.P.

Printing per \$3.50

Justice per 23
\$ 3.75

Paid by O. Bower

Union Loan. Receipts
Lyne & Stedling
vs. & notes
M. Rudolph's heirs
& others
Filed Oct 26. 1838
C. H. Hill

STATE OF OHIO, UNION CO. SS.

UNION COMMON PLEAS.

Lyne Starling,

vs.

Michael Rudolph's heirs, and

Others.

Notice

Is hereby given, to the defendants, and all persons interested, that a petition has been filed, in the Court of Common Pleas of said county of Union, by Lyne Starling, and is now pending, wherein the said Lyne Starling demands partition, of the following real estate, to wit: entry and survey, numbered nine thousand nine hundred and eighty three, (9983,) in Marion county, of one thousand acres, entries and survey, numbers, nine thousand, nine hundred and sixty, (9960,) and ten thousand and forty-two (10,042,) in Union county, of two thousand acres, and entry and survey, number nine thousand nine hundred and two (9902) in Logan county, of one thousand acres, of the Virginia military lands, and that at the next term of the said Court, application will be made, by the said Lyne Starling, for an order, that partition may be made of said premises.

BRUSH & GILBERT,

Attys. for Petitioner.

June 6, 1838.

7w.

State of Ohio, Marion County ss,
Personally appeared before me
the subscriber, a Justice of the
peace in and for said County
George Sprung, one of the printers
and publishers of the Marion
Gazette, a newspaper printed
and in general circulation in
said County of Marion, who being
duly sworn, says, that the ad-
vertisement here attached ("Lyne
Starling vs. Michael Rudolph's
heirs, and others") was inserted
in said paper, for seven weeks
successively, to wit from the
6th day of June A.D. 1838 to
the 18th day of July— A.D. 1838

G. Sprung

Printers— Bill \$ 3.50

Sworn to and subscribed before me this 25th
day of September A.D. 1838 John Bartman J.P.
Justice for 25 paid

Lyne Starling claims $\frac{1}{4}$ of 4000 acres entered in the name of Michael Rudolph -

Michael Rudolph's heirs were

- 1st Michael Rudolph
- 2nd Matilda Rudolph
- 3rd Eliza Rudolph
- 4th Amelia Rudolph

Matilda sold to the heirs of Tobias Rudolph -

Rudolph -

Tobias Rudolph's heirs were

- 1st Tobias Rudolph
- 2nd Mrs Torbet & Martha his wife -
- 3rd Anna Maria Sewall
- 4th Zebulon Rudolph

Tobias Rudolph sold to James Sewall -

Zebulon Rudolph sold to James Sharpley -

The following persons sold to Lyne Starling Matilda Rudolph's share, being one fourth of old Michael's interest of 4000 acres

James Sewall & Anna Maria his wife 2 shares one in her right & one by purchase -

Mrs Torbet & Martha his wife	1 share
^{James} Sharpley, obtained by purchase	<u>1 share</u>
	4 shares

Being the shares of the 4 heirs of Tobias Rudolph who purchased of Matilda, her $\frac{1}{4}$ of Michael Rudolph 4000 acres in

Deeds -

- 1st Matilda G. Rudolph to }
to $\frac{3}{4}$ $\frac{1}{4}$ of Michael's lands - }
Tobias Rudolph's heirs }
- 2nd Tobias Rudolph to }
to $\frac{3}{4}$ of Tobias heirs }
James Sewall }

- 3rd Zebulon Rudolph to }
to $\frac{3}{4}$ of Tobias heirs }
John Sharpley }
- 4th Mrs Torbet & wife 1
James Sewall & wife 2
to }
Lyne Starling -

Union Com. Pleas

Lynn Starling

vs } Exc.

Michael Rudolph
 Elyas Rudolph &
 Amelia Rudolph
 \$ co. m.
 Costs. 57.53.5
 Cont - .41.

Term — 75
 Levy — 35
 Inquest 1.00
 Copy App 20
 Mil — 1.75
 App fee 1.50
 \$5.55

4460510042

Wednesday 30 1842

From 29th denied Mather one hundred acres
 in the South East corner corner of Mather's
 Noe 9960 & 10042 in a square 160 rods East
 and West 100 rods north & south and appraised
 the same by the Justices of the Peace
 Ebenezer Davis & John Johnson to \$2.00 per acre
 not to be payment of same
 H. Clark Sheriff

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the town of Marysville on the 24th day of September A. D. 1838.

Syue Starling _____

recovered against Michael Rudolph, Eliza Rudolph & Amelia Rudolph, heirs of Michael Rudolph, dec'd _____

as well the sum of Fifty one _____ dollars
and fifty three ^{and 5 mills} cents, for damages, as the sum of \$

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the

lands and tenements of the said Michael Rudolph, Eliza Rudolph & Amelia Rudolph heirs of Michael Rudolph dec'd _____ you cause to be made the damages and costs aforesaid, with interest thereon from the

24th day of September A. D. 1838, until paid. ~~Also, the sum of \$~~
~~the costs of increase on said judgment, and the accruing costs.~~ And

that you have those moneys before said Court, at the Court-House aforesaid, on the first day of our next term, to render unto the said Syue Starling _____

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

WITNESS JAMES H. GILL, Clerk of said Court,
at the Court-House aforesaid, this 3rd
day of June A. D. 1840.

Attest:

J. H. Gill

Clerk.

Union Cond. Pleas

Lynd Starting

us } no 24

Michael Rudolph's heirs

Costs \$50.53.4

was .35

Increase 5.96

Seven 75-

Mt Adm 2.00

Mt Adm 2.25

Mt - 5-

\$50.5

Read August 28th 1840 read Stephen
and land by the estate of Joseph Hester
Hester & W. Hester Captain John A. Hester
Dallas Texas W. Hester to receive the
the day of the
Read August 28th 1840 administered land
to all but the above named and
to Administration and found no heirs
R. Clark Sheriff

The State of Ohio, Union County, ss:
To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in th^e

Town of Marysville on the 26th day of Oct A. D. 1838

Lynn Starting recovered against Michael Rudolph Eliza
Rudolph and Amelia Rudolph

~~as well the amount of~~

~~dollars and~~ cents for ~~damages~~ as the sum of \$ 51.93.4

for his costs and charges in ~~that~~ ^{a suit between said parties} behalf expended, as of record is manifest. You are therefore

commanded, that of ~~the goods and chattles, and for want thereof, of~~ ^{the} the lands and tenements of the said

Michael Rudolph, Eliza & Amelia Rudolph which you have ^{advised} ~~advised~~ upon & which yet remain unsold as have certified

you cause to be made ~~the damages and~~ costs aforesaid, with interest thereon from the 26th day of

Oct A. D. 1838, until paid. Also the sum of \$ 5.96 the cost of increase

on said judgment, and the accruing costs. And that you have those moneys before said Court, at the

Court-House aforesaid, on the first day of our next term, to render unto the ~~said~~ claimants

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

WITNESS JAMES H. GILL, Clerk of said Cou

at the Court-House aforesaid, this 28th

day of August A. D. 1840

ATTEST:

James H. Gill Clerk.

Union Com. Pleas

Lynn Starting

us 3 No 14

Michall Rudolph

& others A

Costs \$51.53.5

Increase 11.36

writ .35

\$63.24.5

Service — .35 —

Milage — — —

Advertising — 1.62 1/2 —

1.97 1/2

Not sold Decr 21. 1840 for
want of bidders

W. Steele Sheriff
Union County

Filed Dec 21. 1840

Geo. H. Eise Clerk

Advers. Writ for sale Decr 21. 1840

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

Whereas at a Court of Common Pleas began and held at the Court House in and for the County aforesaid on the 26. day of October A.D. 1838 the sum of \$51.53.4 was decreed against Michael Rudolph Eliza Rudolph and Amelia Rudolph as costs in an action in Chancery brought by Lync Starting, and whereas an Execution issued against the lands and tenements of Rudolph's and was linc'd upon 100 acres of land S. E. corne of Surveys Nos. 9960 & 10042 in a square 160 rods E. & W. & 100 rods N. & S appraised at 2¢ per acre and returned not sold you are therefore commanded that of said lands & tenements you cause said costs to be made with interest thereon from Oct 26. 1838 until paid also the sum of \$11.36 costs of increase & accruing costs and have said money before our Court of Common Pleas on the first day of next Term to render thereof full not at your peril and have you then thus to wit

Witness James H. Siebleck of said Court
at the Court House aforesaid this 13th day
of November A.D. 1840

James H. Siebleck

Union Com Plans

Exp Starting

Rudolph

no 14
page 40

Deus \$51.53.5

Amuse 13.68.5

bid .35

Rec^d this writ. Apr 26. 41

Advertised for sale on the 2^d
June 1841 & not sold for want
of bid^{rs} Wm Steel Sheff

Fee Saw 35

Adm 2.25
2.60

Filed June 5. 1841

Chas W. Lee Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the 26th day of October A. D., 1838 *Lynn Starting*

recovered against *Michael Rudolph Eliza Rudolph + Amelia Rudolph*
by Decree in a suit in Chancery in said Court between same parties

as well the sum of _____ dollars

and _____ cents, for _____ damages, as the sum of \$ 51.53.4

for _____ costs and charges in that behalf expended, as of record is manifest. You are therefore

commanded, that, ~~of the goods and chattels, and for want thereof,~~ of the lands and tenements of the said *M. Rudolph*
E. Rudolph + A. Rudolph to wit - S.E. corner of survey No 2 97604 10042 in a square
160 rods E. & W. & 100 rods N. & S. which you have levied and not sold as you certify

you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the 26th _____ day of

Oct A. D., 1838, until paid. Also, the sum of \$ 13.68 *the costs of increase*
draw on said ~~judgment~~, and the accruing costs. And that you have those moneys before said court, at the Court House
aforesaid, on the first day of our next term, to render ~~unto the said~~

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

Witness JAMES H. GILL, Clerk of said Court, at the Court House

aforesaid, this 21st day of April

A. D., 1841

Attest:

James H. Gill CLERK.