Chancery Case File

Case No. 1838-CH-0001

Chancery Case

1838-CH-0001

located with

Supreme Court Case

1838-SC-0002

No. 38-CH-2

Union Common Pleas Court.

Urbana Banking Co.
Plaintiff,

AGAINST

John Turner et al
Defendant.

OCT TERM, 1839

DECREE FOR PLAINTF

Journal 2 Page 176

Record No. 3 Page 328

Ex. Doc. Page

Served by Reading
and by Delivering
to each Defendant
a certified Copy
R Clark Sheriff
March 4th 1838

Serv	75
3 Copys	42
Mil	15
	1,32

Filed April 18 1838
James R. Gee Clk

Union Com Pleas

Lidona Scarborough
vs
James Dunn Allen Dunn
& Geo Boyce
Summons & Ca

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you that you summons
John Turner James Turner & Enos
Ward to appear before our Court of Com.
Pleas of the County of Union at the Court
House on the 30th day of April next to answer the allegations
of a Bill 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 this writ
Witness James H. Gill Clerk of the Court of Common
Pleas within and for said County this 9th day of March
A.D. 1838

James H. Gill Clk

The Susquehanna Boarding
Co

vs

John & James Turner
& Evan Evans

Plea

Filed April 27th 1838
James R. Lee Clk

Hall for
Defts

The President & Directors
of the Susquehanna Banking Co
vs
John Turner James
Turner & Elias Ward

In Mercer Comm Plea
Oct Term 1838

In Chancery

The separate plea of
John Turner & James Turner in the above cause

The said Defendants by Protestation
to all & singular the discoveries & relief
sought & prayed for by Complts Bill
they the said John & James do plead &
for plea say that there is not any record
of the said supposed recovery in the said
Bill mentioned remaining in the said
Court of Common Pleas in manner & form as
the said Complts have in their said Bill
complained against them & this the said
Defts are to be ready & are ready to
verify — and do plead the same to the
whole of said Bill & humbly demand
the judgment of this Honable Court whether
they ought to be compelled to make any
answer to the said Bill of complaint
& pray to be hence dismissed with
their costs. &c

A Hall Atty
for Defts

the legal title to said lots or either of them be conveyed by the said Ward to the said Turners according to the contract between them and that the same may be sold for the satisfaction of your petitioners judgment aforesaid and that ~~the interest of the~~ your petitioners may have other and further relief in the premises

W. C. Lawrence Sol for Plaintiff

The President and Directors of the Urbana Banking Company
vs
John Turner
James Turner and
Enos Ward

Set a Subpoena issue in this case returnable next term

W. C. Lawrence

Pres & Directors Urbana Banking Co
vs
John & James Turner
& E. Ward
Filed March 1st 1838
James H. Gill Clk

Amended and replied
Oct 27. 1838
J. H. Gill Clerk

To the Court of Com. Pleas of Union County Ohio

Your Petitioners the president and Directors of the Urbana Banking Company respectfully shewes unto your Honors that at the March term of this court in the year 1837 your petitioners on the law side of this Court recovered a Judgement against John Turner and Enos Ward and James Turner and Randyson Clark for the sum of four hundred and thirty nine dollars and 15 cts including costs and 100 R Prot. said Turners being principals in said note on which suit was brought an execution issued thereon against said principals has been returned "Nulla Bona" as to part of the debt and your petitioners charge that said Defendants have no property liable to execution from which to satisfy said Judgement but that they ~~have~~ or one of them have an equitable interest in certain lots in the Towne of Marysville in this County known by their numbers as lots No. 47 & 38 and No. 57 lying on North and South side of East and West main street and immediately east of the lots of said Town lying on the Public Square that they or one of the Defendants hold the lot No 47 and a part of lot No 38 lying on the North side of said Main Street by title Bond by purchase from one Enos Ward of this County that they have paid said said Ward for said lots the purchase money in full and are entitled by said agreement to a deed of conveyance for the same but that the said Defendants combining with said Ward to prevent and delay the payment of your Petitioners Judgement aforesaid neglect and refuse to pass the legal title to said lots to said Defendants said Ward whom with the said Turners your petitioners make defendant to this bill alledges that said Turners have no interest in said Lots No 47 & 38 lying as aforesaid.

Your Petitioners therefore pray that in as much as they are without remedy at Law the Turners may be compelled to answer the allegations of this bill and that they may be compelled to discover what title interest or claim they may have to the lots of land aforesaid and particularly if the same has been paid for and that said Ward may answer and say if he sold either or both of said lots to said Turners or either of them if the purchase money has been paid if the legal title is still in him if not in whom it is if he know and that on final hearing your Honors would decree

The Pres. & Directors
of the Urbanna
Bk. Co

v

P. O. J. Turner R
Clark & Evans Bond

Filed Dec 11. 1838
Jas. H. Lee Clk

The President & Directors
of the Urbanna Banking
Company.
vs
John Turner James Turner
Pranson Clark & Eversland

In Chancery
In Union Court
Plea

And the said John Turner & James Turner come and demur to the said Bill of the said President and Directors of the Urbanna Banking Company and for cause of demurre show that the said ~~Bill~~ Complt by the said Bill have not made out a case as entitle them in a court of Equity to any discovery from Defts or relief against them wherefore and for other good causes the said Defts demur to said Bill and pray the judgment of this court whether they shall be compelled to make any other or further answer thereto and that they may be dismissed with their costs

By A Hall Sol
for Defts

Notice

I acknowledge service Monday July 7. 1839

James Turner

Served on John Turner by Copy Monday 1st 1839

Urbana Bank
John Turner et al } Union Com Pleas
Chancery

The Defendants or A Hall their Solicitor will take notice that Deposetions on the part of Complainant will be taken on Wednesday the 3rd of July instant at the office of Ira Wood a Justice of the Peace of Paristownship Union County Ohio between the Hours of Six A. M. and 8 O'clock P. M. on said Day

July 1st 1839

W B Lawrence Sol for Comp't

Union Com. Pleas

Jennes
a/c
Urbana Banking Co
Filed Apl 2 6. 1839
Jas. H. Gill clk

The President and
Directors of the Lebanon
Banking Co

vs

John Turner James Turner
Ransom Clark Executors

} In Chancery

John Turner being
duly sworn says that the Demurrer filed
in this case Apl 27 1836 was not filed
for delay but to obtain the ends of justice.
That Deponent is advised and verily believes
that the Defts John Turner & James Turner have
a good & meritorious defence to said Bill
and if permitted to plead can show it

Subscribed & sworn this 24 day
Apl 1839.

John Turner

Jas. W. Gill Clk

Decree

The President & Directors ~~and Company~~
of the Urbana Banking Company
vs
John Turner James Turner
et als

Mc Clanahan

This cause comes on to be heard on the Bill answer Replication and Testimony. (The plea filed in this cause having been found for the plaintiffs and the demurrer over ruled at a former term of this Court) in examination whereof the Court do find that Complainants have a Judgement subsisting against Swift at Law, without the means of satisfying the same for want of legal title in the said Turners or either of them to the premises described in Complainants said bill. That the said Turners have the entire equity in the west half of in lot No. in said bill specified as well as the entire equity to a certain portion in the South west of the lot No as also ~~specified in said bill~~ an uncertain interest in lot No 51 it is therefore ordered and decreed by the Court that the equities of the said Defendants in the lots aforesaid be sold by

Master Commissioner and that in the sale thereof he proceed in all things as upon executions at law and that the monies arising therefrom be applied first to the payment of the costs in this case and the balance applied to the satisfaction of said Judgement

and this cause is continued

Opened in July 13

Deposition of J W Stutes & Samuel Tay

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

Filed July 30 1839

James H. Geo Clk

Opened August 1839

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas Wherein The Urbanna Banking Company is Plaintiff and John Turner and others are Defendants in pursuance of the notice hereto attached and at the time and place therein mentioned

James W Steele of the County of Union of lawful age being first duly sworn by me as hereinafter certified deposes and says that he had an Execution in favour of The Urbanna Banking Company against John Turner and James Turner that he could not find any property belonging to the Defendant. this was in the year 1837 In the fall of the same year he had an Execution against Ransom Clark with which I levied on all the property I could find belonging to the said Ransom Clark, in making such of property I had the assistance of one of the securities for the said Ransom Clark, who was interested in finding a sufficient amount of property to make the amount, of the debt,

I do not know that Enos Ward had any property that could be levied on by an Execution in the winter of 1837 and 1838, I think he had none

I was acting as Coroner of Union County at the time I had these Executions

James W Steele

Also at the same time and place Samuell Jacs of Union County, of lawful age being first duly sworn as hereinafter certified deposes and says, that he was well acquainted with Enos Wards circumstances, that he had at this time No property of any amount up which an Execution could be levied, in the winter of 1837 and 1838, I worked with him daly and if he had have had any property I shoul have known it,

Sam J. Jacs

I Ira Wood a Justice of the Peace in and for ~~said~~ Township of Paris in the County of Union Ohio do hereby certify that the above named James, W. Steele and Samuel Jacs, were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice.

In testimony whereof I have hereunto set my hand and seal this 3d day of July 1839

Ira Wood JP
" " " "

Ins cost Swearing 2 Witnesses $--8
Depositions 37
Certificate ——— 10
$0-55 cs

The President & Dir
of the Urbanna Banking
Company

vs

John & James Greene
Random Clark &
Ward

Answer in
Chancery
Filed Feb 16. 1839
Jas. H. Gill Clk

Hall & Kinney

The separate answer of John Turner & James Turner to a Bill filed by the Virginia & Tennessee Banking company, against John Turner James Turner Ransom Clark & Enas Ward

And the said John Turner & James Turner for answer to so much of said Bill as they are advised is material for them to answer: Answer and say that they admit that complts recovered judgment against Respondents - Ransom Clark & Enas Ward as is set forth in Complts Bill. Bnt Respondents deny that any execution has ever issued upon said judgment. or that there is any record of any ~~said~~ judgment in which said Turners were principals & said Clark & Ward sureties. But Respondent expressly charges that the ~~defe~~ Judgment Debtors in ~~said execution~~ said Bill mentioned had at the time of the commencement of this suit abundance of property subject to execution by which said judgment might be satisfied. Respondent admits that the purchase made by Respondents of Enas Ward of a part of Lot No. 47, as stated in Complts Bill. But Respondents deny all fraud or ~~combination~~ combination to prevent the collection of said claim. but on the contrary believe that if execution had been issued upon said judgment the money would have been made as the same secondly lay upon abundance of other property.

Respondents having fully answered pray to be hence dismissed with their costs.

Ball & Kinney
Sol for Respondents

State of Ohio Union County ss

John Turner being duly sworn says that the matters & things contained in the above answer as stated from his own knowledge are true - and the residue he believes to be true. Sworn & subscribed this 13th July 1839 before me

Sworn to & subscribed in the Cont. P. H. Fill Pl. Colm Tennessee

Urbana Bank
vs
John Turner

Replication
filed
July 10. 1835

President & Directors of the Urbana Banking Company vs John Gardner et als

Union Com Pleas
In Chancery

And the said Complainants come and say that the matters and things set forth in their said bill are true in substance and in matter of fact and that the matters and things set forth in the answer of defts contrary thereto are untrue and this they are ready to make appear as the Court shall direct By W. B. Lawrence their Sol

State Of Ohio Union County }

Pursuant to the Command of the within and an other Chancery Decree in favor of P B Smith & Co vs Chaney Decree I proceed And summoned & Alex^r Pollock & Lee & Adam Woolford three Disinterested freeholders ~~[illegible]~~ within the County of Union who after being Duely sworn appraised the the within named promises at the Sum of $350 and after advertising the time & place of Sale as the Law requires did On this 31st day of Octr 1839 sell the same at publick Vendue to Robert McElwan And Edgar Harriot for the Sum of $234.00 they having bid that Sum it being More than two thirds the appraised Value and being the highest & best Bidder And I have hereunto the Money in Court Oct 31st 1839 Silas G Strong Special Master Comd in Chancery

I found no Thing

Union Com Pleas
Indiana Bank
vs
James Turner et al
Copy of Decree Fieri
$350 2/3 $234.00

Union County Court of Com. Pleas of the Term of July A.D. 1839

The President & Directors of the Urbana Banking Co vs John Turner James Turner & others

In Chancery

This cause comes on to be heard on the Bill answer replication and testimony (the plea filed in this cause having been formed for the Plaintiff and the Demurrer overruled at a former term of this Court) in examination whereof the Court do find that complainants have a judgment subsisting against defts at law without the means of satisfying the same for want of legal title in said Turners or either of them to the premises described in complainants said Bill that the said Turners have the entire equity in the west half of Sub lot No 47 in said Bill specified as well as the entire equity to a certain portion in the south west of Sub lot No 38 as also an uncertain interest in lot No 50 It is therefore ordered and decreed by the Court that the equities of the said defendants in the lots aforesaid be sold by Silas G. Strong Special master commissioner and that in the sale thereof he proceed in all things as upon executions at law And that the moneys arising therefrom be applied first to the payment of the costs in this case and the balance applied to the satisfaction of said Judgment and this cause is continued —

I certify that the above is taken and correctly copied from the Records of said Court — Given under my hand and seal of office at Marysville this 22nd day of July 1839

Jas H. Gill Clk

Chancery Case File

Case No. 1838-CH-0003

Chancery Case

1838-CH-0003

located with

Supreme Court Case

1838-SC-0003

Chancery Case File

Case No. 1838-CH-0004

Sarah Davis
Wd
Benj. Davis
for increase of yearly
allowance

Filed April 11th 1838
James H. Gill Clerk

Say 75 $

copy $

Union Com Pleas April term 1838

To the Judges thereof

Sarah Davis of said County of Union respectfully sheweth unto your Honors

that Joseph Davis the Husband of your petitioner died early in the fall of the year 1837 leaving your your Petitioner his widow and relict that letters of administration on the estate the said Joseph, deceed as aforesaid at a called Court were granted to one Benjamin Davis Father to the said Joseph in the month past your Petitioner further shews that she has one child a son of, near four years of age to the said Joseph and only child of this marriage with your Petitioner that it became the duty of the appraisers under the said administrator to set off of the estate an allowance for the support of your petitioner and her said Child an amount equal to one years Mentanance. your petitioner believes and here charges that the amount set off for such mentanance did not exceed in value ten cents your petitioner also charges that the property going to the administrator amounted to near two hundred dollars, but exactly how much your petitioner cannot say your petitioner thinks the doings of the administrator in this matter severe too severe to be just or equitable and prays that said allowance may be increased by this Court and that other and further relief may be afforded in the premises

Sarah Davis by
W G Lawrence
her atty

Union Com. Plas

Sarah Davis

vs

Benjamin Davis

Sub in Chy

Served by Reading and by delivering a certified Copy R Clark Sheriff

Serv — 35

Mil — 1,50

Copy — 15

2,00

April 13th 1838

Filed April 18 1838

James H. Gillette

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon Benjamin Davis to appear before our Court of Common Pleas of the County of Union at the Court House in said County on the 20th day of this Inst to answer a petition in chancery exhibited against him by Sarah Davis and this he shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ

Witness James H. Gee Clerk of the Court of Com. Pleas in and for said County this ~~12~~ 12th day of April 1835

James H. Gee Clk

No. 38-CH-5

Union Common Pleas Court.

Mary Coulege
Plaintiff,

AGAINST

John Coulege et al
Defendant.

MAY TERM. 1840

Dismissed
JUD'G V PLAINT'F

Journal 2 Page 210

Record No. 3 Page 390

Ex. Doc. Page

as the Dower in the lake farm would be useless to your Petitioner and equally injurious to the Heirs at law

Your Petitioner prays that said John administrator as aforesaid May be held to account to your Petitioner for the rents already received by him

Petitioner prays that Deft may be made of said heirs and that especially said John answer by sundry words wherein and in what County said lake farm lies? what its improved value was at the time of the decease of said Augustus? Who is now in possession of the same? and such other description as may be necessary for the purposes of petitioner

Mary Cooledge
By W B Lawrence her
Solicitor

Mary Cooledge
vs
John Cooledge et al

Petition for Dower
Filed Oct 16th 1838
James H. Lee Clk

Recorded
Filed & Mem.

Stern

Huron Common Pleas April term 1838

Mary Cooledge of said County Widow of Augustus Cooledge late of said County deceased states to the Court that relief may be extended that said Augustus died in the year one thousand eight hundred and twenty so near as petitioner can recollect leaving your petitioner his widow and John, James H. Washington, and Mary now Mary Gorton by marriage and Phebe now Phebe Ripley his children and heirs at law that they are all long since of age

that said Augustus in his life time was seized in fee of and held by title bond certain lands in this state of which your petitioner as his said widow is entitled to dower to wit two hundred acres part of Surveys No. 4267 & 4218 V.M. in fee lying on Darbys creek bounded on the North by Darbys Creek on the West so near as may be by the land of Elphas and Damel Reed on the South by the lands of Walk and on lower side or east by the land of Warren Rose. also two hundred acres held by title Bond lying near the lake Erie and in this state but for a full description of said land your petitioner calls upon the said John Cooledge who was appointed administrator of said estate and to whom the bounds condition and location of said lake farm as it was called is fully known, your petitioner further states that said John Cooledge has been in possession of used and enjoyed said farm on Daby of which the improvement consisted of about one hundred and fifty acres and hitherto refuses to pay over to your orator the rents and profits of her said dower alleging that he bot the same from your petitioners deceased husband in his life time, or intent if not then that said John would account for said dower interest in full when established to said farm by petitioner your petitioner charges that the rents and profits of said Dower Interest which has been received by said John were annually worth seventy five dollars that said John owes the same, to your petitioner therefore prays that Dower, may be assigned by proper metes and bounds to your petitioner and if possible that the same may be assigned in full of the farm in this County

Union Com. Pleas

Mary Coolidge

v

John Coolidge et als

Subpoena

Served by Delivering to each Deft a Certified Copy

April 17th 1838 R Clark Sheriff

Serv —	75
3 Cop 90 —	45
Mil —	50
	1,70

Filed April 21. 1838

James H. Gill Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting

We command you to summon John Coolidge James T. Coolidge and Washington Coolidge to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the 20th day of this Inst to answer unto ~~May Coolidge~~ a Petition exhibited in said Court against them ~~for~~ by May Coolidge for Dower 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. Gee Clerk of the Court of Common Pleas in and for said County this 16th day of April 1888

James H. Gee Clk

~~Union County~~

Ida Bodley
vs
Mary Bodley

Filed apl 21 1838
JH Gill clk

The answer of John Cooley to the petition for dower exhibited against him in the Common Pleas of Union County by Mary Cooley complainant

The answer of John Cooley to the bill of complaint of said complainant. The defendant for answer saith that at the time of Augustus Cooleys' death this defendant knew of no land he held by bill bond or otherwise except about nineteen acres of which this defendant was now specifically speak hereafter at the time of his the said Augustus death. And say on the year 1818 said Augustus then having a contract with one David Rhea for the land above gh acres obtained a deed for said Rhea for said land and in consideration that the defendant command to provide when support and necessaries for said father during life by said father made on the 1st day of January 1818 a deed for said gh acres but did not get the same recorded - one was the deed acknowledged - but then things were to be done when the defendant and his father removed to Ohio where they then contemplated going - When they arrived in Ohio in the September of 1818 the defendant was informed said deed was good for nothing because it should have been recorded in Set County. The deed was then given to said Augustus by father from which to draw another - but before this was done it was discovered that neither Rhea from whom said Augustus purchased or Sullivant from whom Rhea purchased had any title at law for said lands - and some short time say within 2 or 3 years since Augustus died before any legal title was obtained for said lands and in a year or 2 afterwards said Sullivant died - Afterwards Lucas Sullivant being got a title for about 66 acres of said land and

procured a letter to be made from an Attorney Gallowey for about thirty acres of said land — On the 16th day of August 1824 the said attorney published with a full knowledge of your orators claim under his father by deed release to your orator all right title interest & claim he had to said ninety six acres of land. This was after the death of the defendants father — The defendant denies that he holds directly or indirectly any other land than what complainant is entitled to — Answer being fully answered the defendant prays to be hence dismissed with his reasonable costs in the behalf most wrongfully sustained

By Q. Lewis
Sol. for Compt.

The State of Ohio
Union County } Personally came John Coolidge and makes oath that the matters & things in the above answer set forth are true as related to be within his own knowledge and those as far as related to be ~~with~~ information derived from others he believes to be true

Subscribed & sworn to
this 21st June 1838
before me J. McGuire

John Coolidge

Received by Copy
June 25. 1835
W Clarence
Sol. for Defdt

John Coolidge
vs
Mary Coolidge Et al } Common pleas In Chancery sitting
Union County Ohio July Term 1839

The defendants or their Counsel will take Notice that Depositions will be taken in this Case by the plaintiff at the house Amos A Williams in Allen Township Union County Ohio on the 9th day of July next between the hours of six AM & nine PM

John Coolidge

June 29th 1839

Know all men by these presents that I Mary Coolidge and James F Coolidge and Phebe D Coolidge and Mary an Coolidge and George W Coolidge all of union Township and County and State of Ohio for and in Consideration of the sum of ~~twelve~~ hundred and fifty Dollars and twenty two Cents to us in hand paid by John Coolidge of union Township in the County of union and State of Ohio ~~receipt~~ the receipt whereof We do hereby acknowledge have remised released and forever quitclaimed and by these presents do remise release and forever quit claim unto the Sd John Coolidge his heirs and assigns forever A certain tract of land & farm in the County of union and State of Ohio with the buildings thereon Containing by estimation ninty six acres be the same more or less and is bounded as follows to wit begining at two Elms & hickory on the South Side of big Darby. thence South fifty three west fifty four poles to an Elm & honeylocus thence North thirty eight west forty two poles to two burr oaks thence South fifty two west ninety one poles unto two hickorys thence South thirty eight east fourty two poles unto two burocks thence North fifty two east twenty four poles unto a burock thence South thirty eight east seventy four poles to a burock thence North fifty two east thirty eight poles to a stake thence South nine west twenty eight poles unto Elms on the bank of the branch and thence

down S branch with its meanders North eighty one east fourty poles thence North fifty five east twenty two poles thence North forty eight east forty two poles to its mouth in Darby Creek thence up Darby Creek with its meanders North sixty five west fifty six poles thence North thirty two west twelve poles thence North eleven east eighteen poles thence North twenty five west twenty poles thence North forty west thirty two poles into the begining Corner. to have and to hold the above bargained and granted premises with the priveleges thereunto belonging to him the S John Coolidge his Heirs and assigns to their own use and behoof forever in witness whereof we have hereunto sett our hands and Seal this 16th day of August 1824

Mary Coolidge (Seal)

Signed Sealed and Delivered James F Coolidge (Seal)

in presence of us

D Pipley

Hezk A Pipley

Edm Hovey

Phebe D Coolidge (Seal)

Maryann Coolidge (Seal)

George W Coolidge (Seal)

Union Com Pleas

David Rispington

ads

Alex Coolidge

Depts

Deposition of a witness taken in a caus pending in the court of common plas In Chancery sitting Union County Ohio July Term AD 1839 wherein John Coolidge is plaintiff and Mary Coolidge Et al is defendant in pursuance of the notice hereto attached and at the time and place therein mentioned the plaintiff bein presant James Wilbur of the County of Union of lawful age being first duly sworn by me as hereinafter certifyed deposeth and says that he signed his name as a witness to a certain deed made and executed on the first day of January in the year one thousand eight hundred and eighteen by Augustus Coolidge to John Coolidge in which deed the said Augustus Coolidge did convey bargain and sell unto the said John Coolidge for and in consideration of the love good will and a certain bond which the said John Coolidge had executed to him of the same date a certain farm and tract of land lying in Union Township Delaware County and State of Ohio with the buildings thereon containing ninty six acres be the same more or less the above instruments were executed in the Town of Madison and County of Madison and State of New York

and about the tenth of June AD 1818 the said Augustus Coolidge John Coolidge and their families and my self started to ~~their~~ moove to this country in which they arrived some time in the monthe of July following and some time in the fall of the same year of 1818 I heard the said Augustus Coolidge and John Coolidge talking about the aforesaid deed and in consequence of its being executed of a longer time than six month which was the time required for a deed to be recorded by law it was agreed by the said Augustus Coolidge and John Coolidge that the aforesaid deed should be given up and another deed made for the same land of the former deed which I supposed was done by them and further I was with them when Augustus Coolidge put John Coolidge into possession of the place where he now lives

James Wilbur

I A. A. Williams a justice of the peace in and for the Township of Allen in the County of Union Ohio do hereby certify that the within named James Wilber was by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the within deposition by him subscribed was reduced to writing by me and were taken at the time and place specifyed in the inclosed notice

In testimony whereof I have hereunto set my hand this 2d day of July in the year eighteen hundred and thirty nine

A. A. Williams J P (Seal)

witness fees 50 cts

justs fees 42 cts

received justices fees

A. A. Williams J. P

James H. Gill
Estate of H. Grant
of Common Pleas
Union County
Ohio

Filed July 31. 1839
James H. Gill Clerk

Opened by consent of
the parties
Jas H. Gill Clk

Chancery Case File

Case No. 1838-CH-0006

No. 38-CH-6

Union Common Pleas Court.

John Coolege
Plaintiff,

AGAINST

Mary Coolege et al
Defendant.

JUL TERM. 1839

Dismissed
JUD'G VS PLAINT'F

Journal 2 Page 124

Record No. 3 Page 223

Ex. Doc. Page

David Ripley and wife
vs
John Cooledge et al

petition for partition,

filed April 26th 1838
James H. Gill Clk

Union Court of Comm Pleas april term 1858

David Ripley and Phebe his wife formerly Phebe Coolidge of the County of ~~Union~~ Clark and State of Ohio would respectfully represent unto said Court. that Augustus Coolidge father of said Phebe was in his life time seized in fee of certain lands lying in Union County that said August died leaving said land undisposed of either by will Deed or otherwise that the said land is bounded as follows to wit on the North by Darby creek on the west and upper part of said land by the land of Elphas and Samuel Reed on the South and plain side by the Land of William Walk and on the South and South East by lands deeded in his life time to John Coolidge who is now in possession of the same said land being part of survey No 4267 Virginian Military lands Containing 65 acres

that said Augustus Coolidge left Mary Coolidge his widow John Coolidge James F. Coolidge Washington Coolidge Mary Coolidge now Mary Gorton and wife Benjamin Gorton all residents of said County of Union his heirs at law who together with your Petitioners have held the same in common since.

Your Peltioners therefore pray that the by the order of the Court partition may be had in said premises and that the lot or part of said Phebe as heir to said Augustus may be set off in such manner as to enable your petitioners to hold and enjoy the same in severalty. or that if the same is not susceptible of Division then that the same may be sold and proceeds divided that Justice may be done your petitioners pray your writ of Subpoena against the said Defts except said Mary and Benjamin Gorton who enter their appearance and join in this application your petitioners state further that said John Coolidge refuses to do anything in this matter and other Defts neglect and petitioners asks further relief

W C Lawrence Sol for Petit

And the said Benjamin Gorton and Mary his wife Joint tenants in common as above stated pray the petition aforesaid may be entertained and heard. and partition for the equal advantage and convenience of themselves

W C Lawrence their Sol

Union Com. Pleas

David Ripley &
Phebe his wife

vs

John Coolidge et al

Subpoena in Ch

Served by delivering a certified Copy
to each Deft
April 17th 1838

R Clark Sheriff

Ser — 75
3 Copys — 45
Mil — 50
1,70

Filed April 21. 1838
James H Gee Clk

State of Ohio
Union County ss

To the Sheriff of said County Greeting
We command you to summon John Coolidge James F. Coolidge & Washington Coolidge to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the 20th Inst to answer a Petition in Chancery exhibited against them ~~the~~ and Benjamin Porter & wife by David Ripley and Phebe his wife, for partition 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 Com. Pleas within and for said County this 16th day of April A.D. 1838

James H. Gill Clk

Union Com. Pleas

Asher Coolidge
vs

Mary Coolidge Widow
Benjamin Gordon &
Mary Ann his wife

Sum	75
Mil	45
2 Copys	25
	1,45

Filed July 10. 1838
James H. Gill Clk

Term by Delivering a certified copy to
each Defendant May 14th 1838
T Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Mary Coolidge widow of Augustus Coolidge decd Benjamin Corton and Mary Ann his wife to appear before our Court of Common Pleas of the County of Union at the Court House on the 13th day of July next to answer the matters and things set forth in a Bill in Chancery exhibited in said Court against them by John Coolidge 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 said Court at the Court House
in Marysville this 11th day of May
A.D. 1838

James H. Gill Clerk

Union Cond. Pleas

David Rickly & wife
vs
John Coolidge

Judgt costs $ 12.14½
mtc 41
$12.55½

Filed Nov. 1. 1839
James H. Gill Clerk

No. 30

Rec'd Sept 12th 1839
Oct 8th Money made
W. 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 12 day of July A. D. 1839 David Ripley & Phebe D. his wife recovered against John Coolidge

~~as well~~ the sum of Twelve ——— dollars and fourteen 4/12 cents, for their ~~damages, as the sum of $~~ ~~for~~ costs and charges ~~in that behalf~~ expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said John Coolidge ——— you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the 12th day of July A. D. 1839, until paid. Also the sum of $ 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 Court,
at the Court-House aforesaid, this 12th
day of Sept A. D. 1839
ATTEST: James H. Gill Clerk.

Chancery Case File

Case No. 1838-CH-0007

Union Co. Pleas

John Coolidge

v

Mary Coolidge widow
Sarah Ripley
Abner D. her wife
Benjamin Gordon
&
Mary Ann his wife

Bill

Filed Apl 21 1838
L H Gill Clk

1839.

Issued Sept. 18 an dept.
to Sheriff Clerk
to the County of
R. Sheriff L. Clark
& Wife

To the Honorable the Judge of the Court of Common Pleas of Union County in the State of Ohio in Chancery complaining sheweth unto your Honors your orator John Bodley of said County - That in or about the year 1838 in the month of January the orator entered into an agreement with your orators father a copy of which is hereto attached marked A. by which said agreement your orator amongst other things covenanted with Augustus Bodley his father that in consideration the said Augustus his father have given to your orator a farm in Ohio, he would support his said father his life time with the comforts and necessaries of life and provide a home for the minor children of his said father - your orator charges that he did execute exactly said agreement and covenants on his part agreeably to the obligation in said article of agreement and entirely to the satisfaction of your orators father - your orator further charges that at the same time your orator executed said article, his said father executed to your orator a deed for the following described tract of land situate in said Union County lying the same referred to in said article beginning at two elms and hickory on the South side of Big Darby thence South 53° W. 54 poles to an elm and hickory thence South 38° W. 42 poles to two bur oaks - thence South 52° W. 91 poles to two hickories - thence South 38° E. 42 poles to two bur oaks - thence N. 52° E. 24 poles to a bur oak - thence S. 38° E. 74 poles to a bur oak - thence N. 52° E. 38 poles to a stake - thence S. 9° W. 28 poles to elm on the bank of the branch - & thence down said branch with the meanders to its mouth in Darby Creek thence up Darby Creek with its meanders to the beginning containing by estimation ninety six acres more or less - but said deed was not acknowledged - It was the under standing that said deed which was

which was sealed and delivered in New-York should be acknowledged and recorded in Ohio when your orator and his father were there about removing. Your orator & his father about seven months afterwards removed to Ohio and then was informed the deed was good for nothing as it should have been recorded in six months. The deed was then given to your orator's father for the purpose of having an other drawn but in the mean time it was ascertained that neither Daniel Read from whom your orator's father purchased nor Lucas Sullivant from whom Read purchased was the legal owner of said land except a few acres say about thirty ceded through Pettiway to Read for which the defendant obtained a deed afterwards being about sixty six acres for which there was no legal title either in said Read Sullivant or your orator's father. Things remained in this situation until about the year 1821, when your orator's father died never having returned to your orator said deed and never, for the reasons aforesaid, having made any other. The deed which your orator supposed to be invalid as a conveyance for want of acknowledgement and which bore date the same day & year aforesaid has been mislaid lost or destroyed by accident sometime on or about the year 1823 or 1824 the said Lucas Sullivant departed this life never having conveyed his interest in said land so ordered to be conveyed by your orator's father to him in fee grant. Afterwards a patent was procured by the heirs of said Sullivant for said land to wit for said 66 acres or thereabouts. Your orator charges that said Lucas Sullivant departed this life intestate leaving your orator, James F. Coolidge, Philo D. Coolidge, Hillary Ann Coolidge and George W. Coolidge his only heirs at law and Mary Coolidge his widow. These persons were known your only claim to said land and all the facts relative thereto on the 16th day of August 1824 all of them under the

hands and seals executed a deed of release to your orator for said 96 acres of land which was to exhibit on the hearing - but owing to the fact that said George W. was then under age your orator's step mother and by said brother & sisters did not acknowledge said deed nor did George W. then sign said the same but did so after he came of age - Things remained thus until your orator's sister Mary Ann married Benjamin Gordon both of whom your orator prays may be made defendants - and your orator's sister Phebe D. married David Ripley both of whom your orator prays may be made defendants to this bill of complaint and your orator has ~~[illegible]~~ Mary Brooks wish to reside with said Benjamin Gordon & whom your orator also prays may be made a defendant when said Gordon, Ripley & wife & said Mary are entitled to part of said land as heirs at law and were entitled to dower of said deceased your orator believes - and the said Mary has filed her petition for dower and the said David Ripley & wife the application for partition of said 96 acres of land - your orator further represents that his two brothers James F. and George W. have relinquished all their right to said lands to your orator having a proper sense of right and justice but the other defendants his step mother and his sisters and their husbands both willing upon to give your orator any deed of quit claim or other deed for said 96 acres of land or so or upon purchased by your orator of his said father and so relinquished by the said children and your orator's sisters which sale by said defendants deed of conveyance and said defendants willing upon to acknowledge said deed dated August 6th 1824 - all which actions & doings are contrary to equity and good conscience and tend greatly to the injury & injury of your orator - he tender consideration whereof and

and for as much as your orator is without plain adequate a complete remedy at law and can only be relieved in this honorable court - To the end therefore that the said defendants may personally upon their sacred corporal oath true and perfect answer make to all the matters set forth in this bill of complaint fully that said Allen Phebe D. Lollery & Anna may set forth or state and say whether they do not and not with knowledge of the contract made by their orator with their father also set out and whether for the consideration aforesaid therein the orator was not to support his father during life and furnish him with the comforts and necessaries of life and a home for his natural children and whether he did not do so? whether the said defendants are not to convey said land or form to the orator in consideration of said agreement? That said Phebe D. Lollery & Anna may say whether their father did not make a deed to your orator before he came to this country for said land?

And your orator prays for a writ of subpoena to said defendants Allen Boldyn, David Ripley & wife now residing in Clark County in this state and Benjamin Porter & wife residing in Union County and on further hearing that your honors would decree that said defendants may relinquish by deed all their right title & interest and orator & Allen to said tract of land and grant your orator such other & further relief in the premises as the nature of his case requires &c.

G. Swan Atty
for Complt.

Exhibit A

Know all men by these presents that I John Coolidge of Madison in the County of Madison and State of New York am holden and stand firmly bound unto Augustus Coolidge of Sd Madison in the Sum of two thousand Dollars well and truly to be paid I bind myself my heirs executors and adminstrators firmly by these presents and Signed and Sealed by me this first day of January AD 1818

The Condition of this obligation is Such that whereas the above named Augustus Coolidge has given the Sd John Coolidge a farm in the State of Ohio for which the Sd John hah bargained and agreed to Support the Sd Augustus Coolidge during his life time with the Comforts and necessaries of life and also to provide a home for the Sd Augustus Coolidges minor Children during their minority now then if Sd John Coolidge Shall well and truely perform the above Conditions according to their true intent and meaning thereof then this obligation to be nul and void otherwise to remain in full force and virtue

(Seal) John Coolidge

Attest
James Williver

(28)

No. 38-CH-8

Union Common Pleas Court.

Milo Skinner
Plaintiff,

AGAINST

Edward P. Johnson
Defendant.

JUL TERM. 1840

JUD'G V PLAINT'F

Journal 2 Page 241

Record No. 3 Page 399

Ex. Doc. Page

And your Orator prays other and further relief in the premises as may be equitable and agreeable to good Conscience and your Orator as in Duty bound will ever pray &c

W. C. Lawrence
Sol for Compt

Clk will issue Subpoena for Deft returnable on the first day of next term

W. C. Lawrence

Nilo Stimer
vs
Edward Shuster

Bill in Chancery

Filed May 18th 1858
James M. Gill Clk

Recorded

Union Com Pleas July term 1838

To the Judges of said Court in Chancery Setting

Your Petitioner Milo Skinner of said County of Union Humbly represents to your honors that heretofore to wit on the 18th day of December in the year one thousand eight hundred and thirty Seven one Edward P Johnston of said County of Union being Seized or pretending to be seized of certain pieces or parcels of Land lying in said County by his title Bond sold the same to your orator and bound himself his Heirs &c to Convey the same to your Orator by good and sufficient deed of Conveyance acknowledging the payment of the greater part of the purchase money in said agreement and the Small balance not therein receipted your orator here charges that to have been fully paid to said Johnston by your Orator long Since, Your Orator Shews further that said pieces of Land are known and described as parts of Survey No, 3006 Virginia Military land and a part of Lot 12 No 11 and lot No, 1 by Subdivision Containing 50. acres and 27. Rods all of which will more fully appear reference being had to said to said Bond herewith filed and made a part of this bill. the Corners Courses distances and bounds being fully set forth in said Bond your Orator further Shews that in pursuance of said agreement your orator took possession of said parcels of Land and has lastingly and valuably improved the same by building a dwelling House out Houses barns clearing land and building fences there on to the Amount in Value of five hundred dollars by expending labor and money on said premises

Your Orator further Shews that he has repeatedly and in a peaceably manner requested said Johnston to Convey the same to your by good and sufficent deed of Conveyance as by his said Bond he is bound to do yet the said Johnston neglects to Convey the same to your Orator and renders your orator no good reason for such neglect your Orator therefore prays that said E. P. Johnston may be made Defendant to this bill and that he may be compelled by mete and proper words to answer each and every of the allegations of this bill fully and perfectly and that on final hearing of this Case your Honors would order adjudge and Decree said said Johnston to Convey the same to your Orator and in default of said Conveyance that said Decree may operate in favor of your Orator as such deed

Know all men by these presents that I Edward P. Johnston of the County of Union & State of Ohio am held and firmly bound ~~am held and firmly bound~~ unto Milo Skinner of said County and State in the just and full sum of four hundred Dollars Current money of the State of Ohio, for the true payment of which I bind myself my heirs &c. firmly by these presents, in testimony whereof I hereunto set my hand and affix my Seal this 18th day of December 1837.

Whereas the said Edward P. Johnston heretofore to wit, on the second day of November in the year 1834 did bargain & sell to John Chaver of the County & State aforesaid a tract or parcel of Land in Mill Creek Township, County and State aforesaid, being a part of Lot No. 12 of Survey 3006 of the Virginia Military District, containing forty eight acres and seventeen poles being one half of the aforesaid Lot No. 12, Beginning at a Beech and Ironwood, the N.E. Corner of the aforesaid Lot No. 12 and running S. 80° W. 85 poles to a stake – thence S. 18° E. 91 poles to a stake – thence E. 80° N. 85 poles to a Sugar and Beech being a corner of Survey 3005 – thence N. 18° W. 91 poles to the beginning. For and in consideration of the said John Chaver clearing and preparing for tillage 23 acres 8½ poles of Land for the said Johnston, the whole of which to be enclosed with a rail fence seven rails in height with Legs at the bottom thereof – and whereas the said Chaver heretofore viz: on the 23rd March 1835 did assign all his right title and interest in and to the aforesaid bargained tract or parcel of Land of 48 acres and 17 poles, bargained and sold by the said Johnston to the said Chaver unto Daniel Sumners of the County and State aforesaid – and whereas the said Summers heretofore viz: on the 10th day of July 1835 did assign all his right title and Interest in and to the aforesaid tract or parcel of Land of 48 acres and 17 poles unto Milo Skinner of the County and State aforesaid – and whereas the said Milo Skinner has cleared, prepared for tillage and enclosed ~~23 acres~~ 8½ poles of Land in conformity to the above mentioned agreement for the said Johnston –

And Whereas the said Johnston hath this day bargained and sold to the said Skinner, a lot or parcel of Land, being a part of Lot No. 1 of Survey 3006 of the Virginia Military District – aforesaid – Beginning at a beech and Ironwood it being a corner of the aforesaid Lot No. 12

and running S. 18° E. 12 poles to a stake in the middle of the State road – thence with said road N. 34 degrees E. 8 poles to a stake in the aforesaid road – thence N. 60° W. 18 poles and 36 links to the beginning, containing and now laid out for one fourth of an acre – also one other lot or parcel of Land, being a part of Lot No. 11 of the aforesaid survey and district – Beginning at the aforesaid Beech and Iron-wood and running N. 82° W. 40 poles and 15 links to a stake on the East line of Elijah Skinner's Lot – thence S. 31° E. 17 poles to a stake being the S.E. corner of the said Elijah Skinner's Lot – thence N. 80 E. 32 poles to the beginning, containing and now laid out for one acre and 130 poles.

Now the Condition of the above obligation is such that if the above bound Edward P. Johnston, his heirs &c. shall and do well & truly make and deliver to the said Milo Skinner, his heirs &c. a good and sufficient Deed of Conveyance of all the above mentioned Tracts, parcels and Lots of Land, then the above obligation to be null and void, otherwise to remain in full force and virtue, in law and equity.

Test
H. R. Olgin

Edw. P. Johnston (Seal)

Milo Skinner
vs } Chancery
Edwd. Johnston
Answer
2

Filed Sept 10. 1835
Jas. H. Gill Clerk

Record

The answer of Edward P. Johnston to the bill of Milo S Kinnan filed in Union Com. Pleas & now pending therein

Edward P. Johnston now comes & for answer to said bill says that that it is in 1855 this respondent entered into an agreement in writing under seal with the comp. by which comp. was to clear twenty three acres & eight rods & a half of the land of respondent & to prepare it completely for the plough by cutting down & clearing off all timber saplings & under all underbrush old timber &c &c. & to deaden by belting or burning the remaining timber & to fence the whole with good rail fence seven rails high underlaid with logs within eighteen months from date of said writing obligatory & on the completion if completed within the time this respondent agreed to convey to comp. forty six acres & sixteen poles of land as set out in the bill or bot in said bond about three or four acres more than the 23 acres to be conveyed for clearing was agreed to be conveyed & for this the 23 comp. gave this respondent a note payable on demand for about eleven dollars another note for about $1.25 but this respondent says & avers that the said comp. has not done the said clearing & fencing according to the agreement embodied in said writing obligatory nor has he finished it all up to this day. nor has he paid the amount of said notes or tender the same & so he has forfeited his said agreement & all benefit to be derived from the same & ~~of his~~ respondent therefore prays to be hence dismissed with his costs

Edw. P. Johnston

J. W. Powell
Sol for resp.

Edward P. Johnston being duly sworn says that the matters stated in the above answer of his are true in substance & fact according to the best of his knowledge & belief

Sworn to & subscribed before me this 8th day of 1858
John M Campbell J.P.

M. Skinner
vs
E P Johnston

3

Rep

Filed Oct 23. 1838
Jno W. Gill Clerk

Record

Union Com Pleas

Milo Skinner vs Edward P Johnston } In Chancery

And the said Milo Comes and says that the matters and things set forth in his bill of Complaint are true in substance and in matter of fact and that the matters and things set forth in the Answer of the Sd Defendant Contrary thereto are untrue and this he is ready to ~~verify~~ make appear as by this Court shall be directed By W. B. Lawrence his Sol

Union Common Pleas

Milo Skinner

vs

Edward Johnson

Serv	35
Mil	70
Copy	15
	1,20

Filed July 10. 1838

James H. Gill Clerk

65 Cont
96 R
119
220
241

Recorded

Union Com

Milo Skin

v

Edward J

Served by Delivering a certified Copy to Defendant

May 14th 1838

N Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Edward P. Shaw to appear before our Court of Common Pleas ~~on the~~ within and for the County of Union on the 13th day of July next to answer the matters and things set forth in a Bill in Chancery exhibited against him by Milo Skinner and this he 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 said Court at the Court House this 10th day of May 1838

James H. Gill Clk

Union Com Pleas

Milo Skinner

vs ~~Ptf~~

Edward P. Johnston
Masters Report

Filed July 12. 1839

James H. Gill Clk

5

Record

Miles Skinner
vs
Edward P Johnson

In Common Pleas -
In Chancery

In pursuance with the decree of this court - at the April Term 1839 - I Silas G Strong Special Master - Commissioner in Chancery to whom reference was made - Report that upon Examination of the Exhibits filed in the cause - It appears that by reason of the default of said Edward P Johnson in procuring the Signature of his wife to the Deed of Conveyance for the premises mentioned - That said Premises are less in value - to said Miles Skinner to the Sum of Forty - Eight dollars - All of which is respectfully Submitted - Marysville July 12th - 1839

Silas G Strong Master Comr.
in Chancery

And now comes the def Johnson by Powell his solicitor and takes exceptions to the above report of the Master. to wit -

I. That there was not sufficient evidence to justify the report.

II. That the master has allowed too much as Compensation for the def right of dower.

III That the report is contrary to law and equity.

F. L. Powell Defts. Sol.

Filed July 12th 1839
Jas. H. Lee Clk

James H. Gill
Clerk of the Court of
Common Pleas

Depositions
of, C. Mizus et alii

Opened by request of
Parties Jas H. Lee Clk

Depositions of Witnesses taken in a cause pending in the Court of Common Pleas Wherein Milo Skinner is Plantiff and Edward P Johnson is Defendant in pursuance of the Notice hereto attached and at the time and place therein mentioned, The Plantiff being present.

Christian Myers of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes and says that he is acquainted with the parties to this suit, and knows the land in controversy, Johnson stated to me frequently that he had a wife I think he acknowledged a deed before me to Milo Skinner and said he was about to send them to get his wives signature, and I heard him wondering why the deeds had not came on.

Question What is the impediment to the title in consequence of the want of the release of the wives right of Dower

Ans. I think the land is worth ten or twelve Dollars per acre and I think the damage would be at least one third of the value - ~~at least~~, or more, I heard Johnson say he had endeavoured to get his deeds executed, but that he had been unable to get them,

Christian Myers

Also John I. Kelly of Union County, of lawful age being first duly sworn, says that he is well acquainted with the parties to this suit and knows the land in controversy, Johnson stated to me frequently that he had a wife
Question what is the injury to the title of this land in consequence of the want of the wifes release of Dower
Answer I think it would lessen the value one half-

Johnson came to Mr Skinner and wanted to get his title bond- for the purpose of makeing a deed Mr Skinner after some hesitation gave him his title bond- and stated that whenever he would make him a deed his money should be ready for him Johnson replied that he did not want the money untill the deed is made he said I do not consider the note is due untill that time, he frequently stated that he was disappointed in not getting the deed,

John I. his mark Kelly

Also Duane Skinner of Union County of lawful age being by me first duly sworn as hereafter certified deposes and says that he heard his Father Milo Skinner make a demand of the deed from Johnson, that Johnson replied that he had made out the deed and acknowledged it, and sent it on to get his wives signature, that he expected to receive it every mail- this was before the commencement of the suit,

Duane Skinner

I Ira Wood a Justice of the peace in and for the Township of Paris in the County of Union Ohio do hereby certify that the above named Christian Myers John I Kelly and Duane Skinner were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place mentioned in the enclosed notice
In testimony whereof I have hereunto set my hand this 1st day of July 1839
Ira Wood JP

Justice costs
Subpoenas $-20
Swearing 3 Witnesses 12
Depositions - 40
Certificate 10
$ -82 cts

3 Witnesses fee 1,50

Union Com Pleas

Milo Skinner

vs

Edwall P. Johnston

Milo Skinner
vs
Edward P. Johnston

This cause comes on to be heard upon the Bill answer and exhibits. and thereupon the Court do find that the said Johnston is seized in fee simple of the premises discribed in the petition and that his said Estate therein is encumbered by the dower which the wife of said Johnston may have in said premises upon his decease. and the Court do further find that there is due said Johnston on said loan which was to be paid upon a deed being executed therefor the sum of one dollar and twenty five cents
It is further found that said Skinner is entitled to a deed for said premises free from said encumbrance of said Johnston's wife It is therefore ordered that this cause be referred to Silas G. Strong the Master Commissioner to ascertain the value of said encumbrance and make return of his proceedings herein to the next Term of this Court upon a deed duly executed and acknowledged by said Johnston and wife to said Skinner for said premises be deposited with the Clerk of this Court within sixty days from this time and this cause is continued for report

State of Ohio Union County ss
I James H. Gill Clerk of the Court of Common Pleas for union County do hereby certify that the above is taken and correctly copied from the records of said Court

Given under my hand and Seal of office this 2nd day of June 1839
James H. Gill Clerk

Note
Milo Skinner
$1.25

$1. 25/100

I promise to pay to Edward P. Johnston the sum of One dollar and Twenty five cents, being a balance due for a tract of Land bought of said Johnston, per contract of this date as soon as a deed is given for the same.

Myes Stevenson

December 18th 1837.

Served by James Jones April 28. 1839

Milo Skinner
vs
Edward P Johnston

Union County court of common Pleas on notice of appeal to the Supreme for June Term 1839

Mr Chancery

The said Edward P Johnston will take notice that I shall proceed to take depositions in the above on the first day of July next at the office of Ira Wood a Justice of the peace in this County and Town of Marysville between the Hours of 6. O'clock A. M. and 6. P. M. on said day and before some competent authority

April 29 1839

Milo Skinner
Compt

This motion for continuance is not made for the purpose of delay, but for the purpose of obtaining justice & further say not.

J. W. Powell

Sworn to in Open Court
Geo. H. Gill Clerk

Union Com Pleas
Mc Ito & Wimer
vs
Ed P Johnston
Filed Aug 12 1863
J H Leto Clk

Union Com. Pleas July Term 1839.

Milo Skinner
vs
E. P. Johnson

In Chancery.

I Thomas V. Powell solicitor for the defendant in this case being duly sworn when say & the say that the defendant has been absent since the last day of the last term of this Court. That a reference of this case was made at the last term to S. G. Strong Esqr as Master Commissioner to report the value of the right of dower of the Deft's wife in the premises in question. The said Master was absent from some time in April last & only returned a few days since only 2 or 3 days before Court. The Master has not as yet made a report. The Plaintiff has taken depositions to prove the value of the land to be $10 or 12 per acre & that the dower incumbrance was a damage for one half of that amount. This affiant has no knowledge whatever that these depositions has been taken. The Pltff is urging the Master to make report upon these depositions without examination of the premises or as to the enquiry as to the age or health of Johnston & his wife. This affiant will be able if further time is given for that purpose to show that the said depositions put the value of the land greatly too high, & that the Master can not make a fair & just report without further time to take depositions & testimony. This affiant is greatly surprised by the testimony contained in the said depositions.

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

Deposition of Elijah Skinner
to be read in evidence in a cause
pending between Edward P Johnstone
& Milo Skinner in the aforesaid

Filed June 5th 1839
Geo. H. Ellis Clk

Filed on request of Atty Atty
July 25- 1839
Geo. H. Ellis Clk

Deposition of a witness in a cause pending in the court of Common Pleas of Union County Ohio wherein Myles Skinner is plaintiff & Edward P Jonstone is defendant pursuant to the inclosed notice at the time and place therein mentioned Taken on the 9th day of April AD 1839

Millcreek Jan 24th 1837

Edward P Jonstone to Myles Skinner Dr

Jan 24th	to 1 days work at Jonstone house	$1.25
Do 25th	.. 1 day - - - - - - -	1.25
Do 26th	.. 1 day - - - - - - -	1.25
Do 27th	.. ½ day - - - - - - -	62½
Do 28th	.. 1 day - - - - - - -	1.25
Feb 3rd	1 day furnishing materials for house	1.25
Do. 7th	1 day work at house	1.25
Do 8th	1 day Do..	1 25
Do .. 9th	1 day Do..	1 25
Do .. 10th	1 day Do..	1 25
May 15th	.. ½ day Do.. -	62½
Do. 16th	¾ day Do - - - -	93¾
Do 17th	1. day Do.. -	1 25
Do 18th	1 day Do - - - - - - -	1.25
Do 20th	.1 day Do - - - - - -	1 25
Do 22nd	1 day Do.. - - - -	1 25
Do 23rd	1 day Do.. - - - -	1.25
Do 25th	1 day Do	1 25
Do 26th	1 day Do - - - - - -	1 25
June 6th	½ day Do	62½
Do 7th	1 day Do.. - - -	1 25
Do 8th	1 day Do - - -	1 25
	To 1 gt linseed oil	50
	To 4 lbs 8d nails - - - -	50
	To 54 lights sash & cts for lights	$4 32

Feb 3rd 1837	10 lbs nails 12	$ 1.25
	54 panes Glass	2.25
	1 pr butts ----	18¾
	1 German Lock	1.44
	5 lbs whiting ----	31¼
	70 Screws ----------	24
	20 lbs nails	2.50
	262 Lath Troughs ---	6.25

State of Ohio
Union County ss } I Elijah Skinner do Solemnly Swear
that the above account is just and
true to the best of my knowledge
Sworn to and Subscribed before me } Elijah Skinner
on the 6th day of April 1839
Christian Myers J P

I Christian Myers justice of the peace for Millcreek
Township in Union County State of Ohio do hereby
certify that Elijah Skinner was by me sworn
to testify the truth the whole truth and nothing
but the truth and that the foregoing
Deposition by him subscribed was reduced to
writing by the subscriber and taken at the time
and place in the notice specified
Christian Myers Justice

Chancery Case File

Case No. 1838-CH-0009

No. 38-CH-9

Union Common Pleas Court.

John G Kelley
Plaintiff,

AGAINST

Edward D Johnson
Defendant.

APR TERM. 1839

JUDGMENT VS DEFENDANT

$7 04

Journal 2 Page 98 76

Record No. 3 Page 208

Ex. Doc. 7 Page 145

John I. Kelly
vs
Edward P. Johnston

Bill in Chancery

Filed May 10th 1838
James M. Gillespie

1

issue a writ to your Orator as due process and
your Orator prays that the defendant may
be to stand and good conscience
and as in duty bound your Orator will ever pray &c

W. Lawrence Solr for Complt

Ordered that subpoena issue returnable to said Court
at its next term

W. Lawrence atty for Complt

Union Common Pleas July term 1838

Your Orator John J. Kelly of said County Humbly shews unto your Honors sitting as a court of Chancery that heretofore (to wit) on the 22nd day of April 1835. one Edward P. Johnston now of said County entered into an agreement with one James I. Kelly by which said Johnston bound himself to sell and convey to ~~your orator~~ said James I. forty six acres and 17 rods of land lying in this County and part of Survey No 3086 V. M. being the West Half of lot No 12. of said Survey by Subdivision for and in Consideration of certain work to be done on another part of said Survey No 3086 for the use of said Johnston your Orator Charges that the said agreement was assigned to your orator on the 28. of May 1836 that your orator done and performed said work and completed said contract according to the express terms of said agreement immediately thereafter which was accepted by said Johnston that on the ~~28~~ 18th of Dec 1837 your Orator Bot a further and additional piece or parcel of land adjoining said 46. acres and 17. Rods of said Johnston containing two acres more or less by its proper boundaries in which agreement of purchase said Johnston bound himself to convey said lands to your Orator by good and sufficient warranty deed all of which will more fully and at large appear reference being had to said agreement between said Johnston and James I. Kelly with its endorsements containing the assignment to your Orator by said James and also the agreement of said Johnston to your Orator which is here with filed and marked A containing the Boundary and which is made a part of this bill your Orator Charges that under said agreement he has held possession of said land and has improved the same in value largely ~~and~~ by building Houses stables Clearing land and fencing &c

Your Orator further Charges that he has fully paid for said land to said Johnston that said Johnston has title to the same as he says that your Orator has repeatedly and in a peaceable manner requested of said Johnston a deed in accordance to said agreements but that said Johnston neglects and wholly refuses your Orator therefore pray that said Johnston be made Deft to this bill and that on final hearing your Honors would order and decree said Johnston to convey the same to your orator and that in default of said conveyance that said

Union Com. Pleas

John A. Kelley

v

Edward P. Johnson

Serv	35
Mil	70
Copy	15
	1,20

Filed July 10. 1838
James H. Gee Clerk

Served by delivering a certified Copy to Defendant
May 14th 1838

H. Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Edward P. Johnson to appear before our Court of Common Pleas in and for said County of Union on the 13th day of July next to answer the matters and things set forth in a Bill in Chancery exhibited in said Court against him by John G. Kelly and this he 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 said Court at the Court House this 11th day of May 1838

James H. Gill Clk

Edward P. Johnston being duly sworn says that the matters stated in said answer are true in substance & fact according to the best of his knowledge & belief

Sworn to & subscribed
before me ~~July~~ August 1, 1838
George M. Campbell J.P.

John C. Hill
vs.
E. P. Johnston
Defendant

Filed Sept. 10. 1838
Thos. Lee Clk
Cost bill made

The answer of Edward P. Johnston to the bill of John J. Pilly filed in Union Com. Plas & now pending therein

Edward P. Johnston now comes & for answer to said bill says that true it is in 1856 this respondent entered into an agreement in writing under seal with the compl. to clear twenty three acres & eight & a half poles of the land of respondent & to prepare it completely for the plough by cutting down all the timber & underwood of eighteen inches in diameter & under & clearing it off completely & the balance of the timber to be ~~[illegible]~~ deadened by belting or burning & the whole to be fenced with good rails fence seven rails high & log chunks under the fence & all to be done within one year & nine months from the date of said writing and this said respondent then agreed to convey to said complainant forty six acres & sixteen rods of land being the same described in said bill on the completing of the work ~~[illegible]~~ respondent further states that the said writing obligatory calls for about forty eight acres & sixteen rods but the said two acres was to be paid for in money at five dollars per acre — But this respondent avers that the said clearing was not done within the time limited in said ~~[illegible]~~ obligatory nor is it yet finished although this respondent admits that a considerable part of said clearing has been done - but only a very small part has yet been cleared & fenced according to contract as aforesaid — the said price for the said two acres has never been paid or tendered to this respondent & so this respondent having answered as fully as he is advised is material for him to answer said bill prays to be hence dismissed with his costs

Edw. P. Johnston

T. W. Powell
Sol. for resp.

J. T. Kelly
vs
Jno P. Johnston

Rep

Filed Oct 23. 1838
Jas. H. Lee Clerk

Huron Com Pleas

John T. Kelly
vs
Edward P. Johnston

In Chancery

And the said John T. comes and says that the matters and things set forth in his bill of complaint are true in substance and in matters of fact and that the matters and things set forth in the answer of the said Deft contrary thereto are untrue and this he is ready to make appear as by this court shall be directed

By W C Lawrence his Sol

Served by James Turner April 28
1839

Court of Common Pleas on notice of appeal to
Union County Supreme Court for
June Term 1839
in ~~Chancery~~ Chancery

John T. Kelley
vs
Edward P Johnston

The Said Edward P. Johnson will take notice that I will proceed to take depositions in the above cause on the 3rd day of June next at the office of Ira Wood a Justice of the Peace in and for said County at his office in Marysville between the Hours of 6 O Clock A. M. and 6 P. M. on said day and before some competent authority ~~April~~ April 29 1839 John T Kelley

April 6th 1838. By Cash
Per C. Hannawaulf. $1.10

53
2
12)1.06
9
1/2 5
1,20

$10.00
1 10
8,90
1,20
$10.10

Note
J. J. Kelley
$16.00

$10.

I promise to pay to Edward L. Johnston the sum of Ten Dollars for Two acres of land this day bargained and sold as soon as a good and sufficient Deed is made for the same. Witness my hand and Seal this 18th day of December 1837.

Test

W. R. Colgin

John K. J. Kelley his mark (Seal)

august the 28th 1840
received of John J kelley
my witsnes fees on your docket
James gill William kelley

Recd of John T Kelley ~~my~~ on witness fees
in full on your Docket James Gilbert Hyde Skinner

August 7th 1840 Duane. Skinner

Opened June 26. 1840
on request of M. C. Skinner
Jas H Gill Clk

To the Clerk of the
Supreme Court of
Union County Ohio

Deposition of
Frances Kelly
Milo Skinner
et Alii

Depositions of Court
Kelly
vs
E. P. Johnson

Filed June 3. 1839
James H Gill Clk

Depositions of Witnesses taken in a cause pending in the Supreme Court of Union County Wherein John I. Kelly is Plantiff and Edward P Johnson is Defendant, in pursuance of the Notice hereto attached and at the time and place therein mentioned The Plantiff being present;

Francis Kelly of the County of Union of lawful age being first duly sworn by me as hereafter certified deposes and says that

Question by complainant

What do you know with regard to Plantiff clearing the land and finishing the work for Defendant as the consideration paid for the land for which this suit is brought,

Answer There were stakes set as corners to the 23 acres 8½ poles John I Kelly cleared and fenced to these stakes and the job was done at or near the time it was to be done with the exception of the rolling of a few logs Johnson then told Kelly if he would roll the logs and make six hundred rails he would take the job off his hands I assisted Kelly to make two hundred and ~~fifty~~ twenty five of these rails and roll the logs when we finished rolling the logs Johnson was present, and then there was a hickory which was off the job he requested us to roll this as we had the team there and he was well satisfied after we had done rolling Johnson commenced burning the logs

Question by Complainant
Did you hear Johnson say he had borrowed money from John I Kelly
Answer
I did
Question By Complainant
How old is Edward P Johnson
Answer
I should not think him to be more than thirty five years if so old
Question
does he pass for a married man
Answer he alwas did to me he told me he had a wife in Virginia
his Frances ~~Kelly~~ mark
Question by Complainant
What would be the injury to land and title of Kelly if the wife of Defendant did not release but retained her right of Dower
Answer not less than $45- at least
his Frances mark Kelly
Also Milo Skinner of Union County and of lawful age being first duly sworn as hereafter certified deposes and says that, he heard a conversation between Kelly and Johnson, in which Johnson agreed that if Kelly would make him six hundred rails and pile the logs which were to large for one man to carry cut and pile some brush he would consider the job completed
Question by Complainant
Did you ever hear Kelly make a tender of the amt of a note Johnson held against him

Answer I heard Kelly say to Johnson that his money was ready whenever he was ready to make him a deed

Question by Complainants

What is the injury to Kelly if the wife of Defendant should not release but retain her right of Dower

Answer not less than one hundred Dollars

Myles Skinner

Also

Duane Skinner of Union County of lawful age being first duly sworn as hereafter certified deposes and says that Mr Kelly said to Mr Johnson how many rails shall I make you and you take that job off my hands - Mr Johnson said - I dont know, how long will it take to finish it, Mr Kelly said it will take till next August it could not be done before it was so wet, Mr Johnson enquired how long it would take if it was good dry weather Mr Kelly said it woul tak two or three days Mr Kelly agreed to make five hundred rails, Johnson said he thought it was not enough but told him if he would make six hundred rails pick up the large chunks which were too large for one man to carry, and cut the brush out of one spot, and pile them it should be sufficient Mr Johnson started off Mr Kelly enquired if they should consider it a contract he said they would, - I helped make one hundred and one of these rails which we laid in Mr Johnsons ~~[illegible]~~ fence

Duane Skinner

Also, Wm Kelly of Union County and of lawful age being first duly sworn as hereafter certified deposeth and said that he helped make five hundred and five rails, for John I. Kelly, for the use of Johnson, I also helped roll all the logs Mr Johnson came to us and said there was a hickory top if we would clear that up he would consider the job done we did so. William Kelley

Also Benjamin Milligan of Union County and of lawful age being first duly sworn as hereafter certified depose and say, that he rented the ground of Johnson which Kelly cleared, and paid him rent for the ground, John I Kelly had some of the same land rented ~~[illegible]~~, in corn

Question by Complainant
What is the damage to land and title of Kelly in consequence of the ~~#~~ Defendants failing to obtain the release of his wives right of Dower
Answer I should consider it would not be worth one half, as much as tho, it was a good title,

Benjamin his X mark Milligan

I Ira Wood a Justice of the Peace in and for the Township of Paris in the County of Union Ohio do hereby certify that the above named Witnesses Francis Kelly Milo Skinner Duane Skinner Wm Kelly & Benjamin Milligan were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that

the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice
In testimony whereof I have hereunto set my hand this 3rd day of June AD 1839.

Ira Wood, J.P.

Justice cost $
Subpoenas — 37
Swearing 5 Witnesses 20
taking Depositions - 87½
Certificate 10
Total $1.54½ cts

Witness Fee $2.50
Benjamin Milligan
Fee 50 cts pd by Plaintiff
A Marks Constable
Costs serving Subpoena
and Mileage $-30 cts
Total 4-34 cts

Ohio Delaware

Eight & a half pols of land are Cleared and fenced in the maner Specified in this agreement & not befor that time it is further agreed that a divison fence Shall be made like the one a bove described by Said Kelley between the Clearing which is to be done for the Said Johnston by John Shaver and that agreed to be made by the Said Kelley In witness whereof the parties have hereunto Set their hands and affixed their Seals the Day and year above written

Edward P Johnston (Seal)

Isaac Anderson Agent

James his R mark Kelley

Recd May 10. 1838
Hugh Cooper

Whereas the said Edward P Johnston has this day bargained and sold to John S Kelly assignee as herein shewn a tract or parcel of Land situate lying & being in the Township County & State above mentioned, Containing and now laid out for two acres more or less adjoining the above mentioned tract or parcel of Land bargained & sold as above mentioned to James Kelly assignor as herein shewn a part of the above mentioned lot No 12 of survey No 3006 - and also adjoining another part or parcel of the above mentioned lot No 12, heretofore bargained and sold by the said Johnston to John Shaver - Beginning at a stake on the West side of the State Road and running thence S. 31° E. three & a quarter pols to a stake thence N. 18° W 98 pols to a stake - thence S. 80° W 3¼ pols to a stake - thence S. 58° E. 98 pols to the beginning - For which the said Johnston binds himself his heirs &c. to make a good & sufficient Warranty deed

Witness my hand & Seal this 18th December 1837. Edwd P Johnston (Seal)

Test H McLain

Received May 28 1838 Recorded May 28 1838 Hugh Cooper

Assigned all my right & title to the within Bond to Isaac Anderson. Witness my hand this 28 day of May 1838 James his R mark Kelley

Memorandum of an agreement made and entered into the 22nd Day of April 1835 between Edward P Johnston of the County of Fauquier & State of Virginia of the one part and James J Kelley of the County of Union & State of Ohio of the other part Witnesseth that the Said Johnston has this Day Sold to the Said Kelley forty Six acres & Seventeen poles of Land Situated in Union County Ohio a part of it lying in Millcreek Township & the other part in Jerome Township it being the West half of Lot No 12 A part of Survey No 3.006 for the folling Consideration Namelay the Said Kelley agrees on his part to Clear for the Said Johnston on his land adjoining that on Lot No 1 of Survey No 3.006 Twenty three acres & eight and a half pols to prepare it Completely for the plow by Cutting down all the timber and underwood of eighteen inches thickness & under & clearing it off & the balance of the timber wich remains Standing to be deadened by felling or barning and the whole of the twenty three acres & eight & a half pols of land to be cleared as above mention and rails to be Made and fenced in Seven rails high to be locked withe pols and log Chunks placed at the bottom All of wich the Said Kelley binds himself to do within one year and nine months from the date of this Agreement it is understood that fiftun acres are to be Cleared within eighteen Months and the balance in three months afterwards it is also understood that the State Rode running through the land is to be included in the forty Six acres & 17 pols as of the Survey The Said Johnston on his part agrees to give to the Said Kelley a good and Sufficient Warranty deed for the Above mentiond forty Six acres & Seventein pols of Land as Soon the twenty three acres and

Union Supreme Court

John D. Kelley

vs

Transcript

Edward P. Johnston

Filed May 13. 1839

James H. Leach

The State of Ohio Union County ss

I James H. Gill Clerk of the Court of Common Pleas in and for the Said County of Union do hereby certify that the following entry and Decree are correctly copied from the Journals of said Court to wit

John J. Kelly vs Edward P. Johnston } In Chy. Oct Term 1838 Costs

John J. Kelly vs Edward P. Johnston } In Chancery April Term 1839

This cause comes on to be heard upon the bill answer and Exhibits and was argued by Counsel on consideration whereof the Court do order and Decree that the said bill stand dismissed with costs. And that the said John J. Kelly pay the same within thirty days and in default thereof that Execution issue therefor as upon Judgments at Law

Notice of appeal by Complainant

Given under my hand and Seal of office this 5th day of May 1839

James H. Gill Clerk

Union Com. Pleas

John L. Kelly

To } appeal Bond

Edna P. Johnston

Filed May 4th 1839

James W. Gill Clk

Recorded

1839.

Know all men by these presents that we John L. Kelly and Chester Farmer are held and firmly bound unto Edward P. Johnston in the penal sum of Fifty Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 4th day May A.D. 1839

The condition of the above obligation is such that whereas the said John L. Kelly has taken an appeal from a certain decree rendered against him in favor of the said Edward P. Johnston in the Court of Common Pleas within and for the County of Union in the State of Ohio at the April Term thereof A.D. 1839 for the sum of Twelve dollars ninety nine and a half cents & costs, to the Supreme Court within and for the County aforesaid. Now if the said John L. Kelly shall pay the full amount of the condemnation money in said Supreme Court and costs in case a decree shall be entered therein in favor of the appellee then this obligation shall be void otherwise in full force and virtue in Law

John his mark L. Kelly (L.S.)

Chester Farmer (L.S.)

Chancery Case File

Case No. 1838-CH-0010

Chancery Case File

Case No. 1838-CH-0012

No. 38-CH-12

Union Common Pleas Court.

P B Smith & Eli Lindley
Plaintiff,

AGAINST

John Turner et al
Defendant.

OCT TERM. 1839
OCT TERM. 1839

JUDGMENT VS DEFENDANT

Journal 2 Page 176.

Record No. No Record. Page

Ex. Doc. Page

D. B. Smith & Elio Lundy
vs
Jno D. Turner & Emanuel

Bill

Filed July 2nd 1838
James H. Pile Clerk

P. 176 J 2

Oct Term 1839

Hall for Complt

To the Hon'ble the Court of Common Pleas in & for the the county of Union O in Chancery sitting

Your orators P B Smith & Eli Lundy shew unto your Honors that at the April Term of said Court upon the law side thereof Your orators recovered judgment against John Turner for the sum of $258.07 & $7.85 Costs That execution (Fifa) has been sued thereon and no goods or chattles found whereon to levy and for want of goods & chattles Levy has been made upon the equitable interest of said John Turner in In Lot No 47. & part of In Lot No 38 in the Town of Marysville Union Co O

Your Orators respectfully charge that said John has no property liable to execution except his equitable interest & possessory right in the lots aforesaid and by the sale of them under said execution no legal title would pass to the purchaser

Your Orators respectfully charge that said John has an equitable interest in said real estate to wit said John & one James Turner (who is also made defendant to this bill) purchased said Lots as Tenants in common by title Bond of One Enas Ward whom your Orators pray may also be made defendant to this bill (Town) In Lot No 47. & that part of In Lot No 38 bounded as follows beginning at a stake at S.W. Corn to said Lot (No 38) thence East 52 feet on a line between said Lot & Lot No 47 Since N. 20 feet to a stake - Thence west 52 feet to a stake on the alley Thence S 20 to the beginning lying in the Town of Marysville Union Co Ohio

Your Orators further charge that said John & James paid said Ward the purchase money in full and that said John is entitled by the contract between them to the legal title to the one undivided half of said real

estate. Yet the said defendants combining and confederating together to prevent your Orators from obtaining payment of said judgement said Ward sometimes pretends that said John never had any interest in said land and at other times says if he ever had any interest in said Lots the same is now extinguished and wholly neglects to pass the legal title to said Farmer

You Orators having then only remedy in this court therefore pray that the writ of subpoena may issue that said defendants be compelled to answer all & singular the matters & things contained in this bill & discover what interest the said John & James have in said Lots

And particularly that the said John & James answer whether they did not purchase the above real estate as part of said Ward & if not how much thereof they did purchase And how the same was purchased — Whether they have paid the purchase money in full or how much they have paid

And that said Ward answer whether he did not sell said John & James the above described Lots or how much he did sell them & whether they have not paid him the purchase money in full & if not how much they have paid. Whether the legal title is still in him & if not who it is in

And you Orators further pray that on final hearing of this cause that your Honors would decree that the legal title to so much of said real Estate as said John is entitled to by his contract with said Ward be conveyed to said John by said Ward according to the agreement between them and that the same may be sold to satisfy you Orators said judgment & that you Orators may have such other & further relief as equity may require

A Hall & Son
pr Complts

Union Common Pleas

P. B. Smith & Eli Lundy vs John Turner et al Jas. Turner & Enos Ward

Sub. in Chy

Serv	75
3 Copys	45
Mil	15
	$1,35

Filed Apl 22. 1839
James H. Geiselle

Served by delivering a certified copy to each Defendant Nov 26th 1838
H Clark Sheriff

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Turner and Jas. Turner and Enos Ward to appear before our Court of Common Pleas within and for the County of Union at the Court House in said County on the first day of next Term to answer the matters and things contained in a Bill in Chancery exhibited against them by P. B. Smith and Eli Lundy and this they shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ.

Witness Jas. H. Gill Clerk of the Court of Common Pleas in and for the County aforesaid this 30th day of Oct A.D. 1838

Jas H Gill Clk

State of Ohio, Union County, ss

In pursuance of the within Order and one other similar Decree in favor of the Urbana Banking Co. I Summoned Alex: Pollock Cyprian Lee & Adam Woolfan three Disinterested Free holders of said County Who after being Duly Sworn Appraised the said West half of Lot No 47 & fraction of No 38 To the sum of $350.00 and after first advertising the time & place of Sale I did On thy 31st day of Oct 1839 at public Vendue before the door of the Court house in Marysville at the hour of 11 O'clock A.M. Offer said property & then & there sold the same to Robert McElvain & Edgar Harriot for $234.00 they being the highest & best bidder & having bid more than two thirds the Appraised value and I have the money here in Court -

Oct 31st 1839

Silas G Strong
Special Master Commissioner
in Chancery

Union Com. Pleas
Smith & Lindsey
vs
John Summers
Copy of Decree & Sale

$234

Union County Court of Common Pleas of the Term of July A.D. 1839

Peyton B. Smith
& Eli Lindy
vs
John Turner
James Turner &
Enos Ward

In Chy

This cause came on to be heard upon the Bill exhibits & testimony and the defendants Stee failing to appear and plead answer or demur to said Bill the Court on consideration of the premises do order and decree that said Bill be taken for confessed. And it is further ordered that Silas G. Strong Special Master proceed to sell as upon Executions at law, the one equal half of In lot No 47 & that part of No 38 as follows beginning at a stake S. W. corner to said lot thence E. 52 feet on a line between said lot & No 47 thence N. 20 feet thence W. 52 feet thence S. 20 feet to the Beginning the premises in said bill ascribed the same being the equitable interest of the said John Turner of in and to the premises aforesaid and that moneys arising from such sale or so much thereof as may be necessary be applied to the payment at law in favor of the said Peyton B. Smith and Eli Lindy as specified in complts said Bill first paying the costs of this suit and of said suit at Law and that said master make report of his proceedings herein at the next Term of this Court to which time this cause is continued

I certify the above to be a true copy from the Journals of said Court at the term above written. Given under my hand and seal of office at Marysville this 22nd day of July A.D. 1839

James H. Gill Clerk

SUPREME

No. 38-CH-13

Union Common Pleas Court.

Sidney Gelbert
Plaintiff,

AGAINST

Eleska Adamson
Defendant.

JUN TERM. 1840

JUDGMENT VS DEFENDANT

SUPREME

Journal + Page 48 132

Record No. + Page 174 269

Ex. Doc. + Page 247

Sidney Gilbert
vs
Elisha Adamson

in Chancery

Bill of Discovery

Filed July 11. 1838
James H. Lee Clk

Recorded
Cost bill made

Union County Court of Com Pleas July Term 1838

To the Judges of the said Court your Petitioner Sidney Gilbert of said County represents that some time in the month of March in the year 1835. (so well as your Petitioner can now remember) one Elisha Adamson ~~called upon~~ then of this County but now of the State of Indiana (the County not known) pretending to be in want of money called upon your Petitioner at his residence and requested your orator to give him the said Adamson the use of the name of your Petitioner as an security to the Urbana Banking Company to enable him the said Adamson to draw from said Bank the sum of four hundred dollars, that your Petitioner at first did not wish to do so but on being urged and told by said Adamson that it would be to him a particular accommodation and that one James Turner and one Aquilla Turner would also go in on said note and on the assertion of said Adamson that he in the mean time (four months) would be able to collect his debts and would certainly pay the same without permitting your Petitioner to ever be called on for said sum your Petitioner consented and signed a blank note ~~x~~ marked $421.00 the 21$ being for the sum said Adamson alledged would be retained by the Bank for the interest in advance of the four hundred dollars, that when your Petitioner signed said note the names of Elisha Adamson and James Turner were entered above your Petitioner's and as your Petitioner was afterwards informed said Aquilla also signed under your Petitioner's name, that your Petitioner signed said note at the request of said Adamson as security for said Adamson and not otherwise that here the matter rested and the said Adamson shortly after was absent from this place untill about the month of August or September 1835 that said Adamson then called on business at the Shop of your Petitioner, that your Petitioner then asked said Adamson if he had lifted said note and was informed by said Adamson that the said note had never been discounted at Bank ~~and~~ that he said Adamson had destroyd it and there was no more of it. here the matter rested again your Petitioner much confiding in the assertion of said Adamson aforesaid

Your petitioner further states that with surprise he afterwards had said note presented to him in the hands of Counsel for Collection. So filled up as to read and be made payable to the order of the said Adamson at the Bank aforesaid ~~with~~ with the names of James Turner Sidney Gilbert and Aquilla Turner as makers and upon said note suit has been commenced by said Elisha Adamson. accordingly against your petitioner and persons aforesaid which suit is now pending on the law side of this Court. Your petitioner here charges that the doings of said Adamson are inequitous and unjust in regard to your petitioner to the end therefore that ~~[illegible]~~ your petitioner ~~[illegible]~~ may not be injured in this matter and being as he is without proof of such kind as is admissible at law and wholly remediless by the forms thereof your petitioner therefore prays that said Adamson may be made defendant to this bill that your petitioner may be benefited by a discovery of the facts in relation to the signing of said note as are now in the remembrance and recollection of said Adamson. And that he may be compelled to answer fully and particularly all and singular the allegations in this bill contained. as fully as though the same was here again put by way of direct interrogatory and especially that he may speak of the conversation aforesaid as laid in the Shop of your petitioner. And your petitioner further prays that the said Adamson may be restrained from proceeding in his case at law aforesaid for the collection of said note untill this matter is answered and your petitioner prays other and further relief in the premises as in duty bound he will ever pray &c

By W C Lawrence his atty

Union Co & Ss

Personally appeared Sidney Gilbert who being duly sworn says that the matter and things stated in the above bill are true in substance and in fact to the best of recollection remembrance and belief and further saith not Sidney Gilbert

Sworn to and subscribed before me this 10. day of July 1858

James Lowes J.P.

Filed aug 10. 1838
James K. Rice
Clerk

Answer of Elisha Adamson to the bill of discovery of Sidney Gilbert filed in the Court of Common Pleas of Union County Ohio July 11. 1838.

The said Adamson for answer to so much thereof as he is advised it is material for him to answer says that the note referred to in said bill was taken by this respondent in exchange for and satisfaction of a certain other note of about the same amount given to Adamson & Robinson by James & John Turner for a lot of Goods bought by them of Adamson & Robinson which last note had become due and they were not able to pay it - This respondent proposed to James Turner to take his note with security payable in the Urbana Bank so that he might procure the money for it and James Turner offered Sidney Gilbert as security - He went as he said to see Gilbert and returned with his answer that he would sign the note along with said James Turner and Aquilla Turner and that when the note was ready he was to let the said Gilbert know who would then come and sign it - The note was then written whether by this respondent or by James Turner he does not remember and therefore cannot state - Gilbert then came and signed the note at the Store of James Turner - The note was read aloud to said Gilbert by James Turner at the time of his signing it (but whether immediately before or after his signing this respondent does not remember) - The said Gilbert before signing said note inquired in the presence of

James Turner and Respondent whether there would be any difficulty about the note - James Turner made some answer which Respondent does not remember and Respondent told him if it were discounted and Turner's could not lift it he (Respondent) would help them and the note should not be protested - James Turner and Respondent afterwards procured the signature of Aquilla Turner to the note - It was then given to William McDonald one of the board of directors of the Urbana Bank to procure its discount by said Bank - which discount was then refused & although it was afterwards agreed to discount it was never done - Some payment was made on the note by James Turner as will appear by reference to it, and when I saw him in the spring of 1836 he asked time and said he would pay it during the ensuing summer - I thought he was doing well and left the matter so: Sidney Gilbert in the same spring (1836) inquired of Respondent about the note and whether it was paid - Respondent informed him it was not, that he yet held the note and that it had not been discounted in the Urbanna Bank - Some conversation took place in regard to the probable success of James Turner in business, and the probability of his being able to pay the debt in the course of the ensuing summer: This is a full and fair history of said note and of all the transactions relative thereto so far as this Respondent had any hand in them or the said Gilbert any interest in the same - This Respondent especially denies

that he ever requested said Gilbert to become security for him on said Note or any other, but he admits as he has already stated that after James Turner had proposed him as security for himself he desired and requested him to become security on said note for the said Turner and also promised if said Note was discounted to help James Turner if necessary to meet it and that it should not be protested.

He further expressly denies that said note was in Blank at the time it was signed by the sarde Gilbert but was filled up and has never since been altered by this Respondent nor by any other person to his knowledge —

This Respondent further denies that he ever at any time informed said Gilbert that said note had been destroyed by him and there was no more of it, but contrariwise as already stated informed him that Respondent still held it and it was unpaid in the spring of 1856 —

This Respondent denies all fraud wherewith he stands charged —

Anthony & Rogers
Solicitors for Respondent

Elisha Dearborn

State of Indiana, Parke County Ss }

I Elisha Adamson ~~being~~ 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

Elisha Adamson

Sworn to and subscribed before me this 27th day of July 1838 Jonathan P. Goble J. P. (seal)

State of Indiana County of Parke S.S.

I John G. Davis Clerk of the circuit court of said county, do hereby certify, that Jonathan P. Goble Esq. before whom the foregoing deposition of Elisha Adamson was taken was on the day of the date thereof an acting Justice of the peace in & for said county, duly elected commissioned & qualified, and acting under the authority of said State, and that full faith and credit are due to his acts

In testimony whereof I have hereunto set my hand and seal of said court at Rockville this 27th day of July 1838. John G. Davis, Clerk

No. 38-CH-14

Union Common Pleas Court.

Benjamin Davis Plaintiff,

AGAINST

Sarah Davis, Defendant.

APR TERM, 1839

DECREE FOR PLAINTF

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Union Com. Pleas

Benj. Davis

vs. } Bill in Eq

Sarah Davis

Filed July 14. 1838

James H. Gill Clk

Cost bill made.

Recorded

To the honorable the Judges of the Court of Common Pleas, of the County of Union and State of Ohio in Chancery Setting—

Humbly complaining sheweth unto your honors, your Orator Benj. Davis, that on the 11th day of April A.D. 1838, one Sarah Davis, (whom your Orator prays may be made defendant hereto,) filed in this honorable Court, her certain petition, setting forth, that early in the fall of the year 1837 one Joseph Davis, died, leaving said Sarah his widow and relict, that letters of administration, on the estate of the said Joseph were in the next succeeding winter, granted to your Orator, that she had one child of the said marriage now four years old, to maintain, that it became the duty of the Appraisers, under the said administrator to sett off, of said estate, an allowance for the support of said Petitioner and her child, equal to one years maintenance, Said Petition further charged, that the amount sett off, did not exceed in value Ten cents, and that the property going to the Administrator amounted to near $200— Said petition prayed that said allowance be increased by this Court and for general relief— Your Orator further represents, that at the April Term 1838 about ten days after the filing of said petition, and without your Orator having a day in Court, at the appearance term of said petition, an order ~~was~~ was made by this Court, directing your Orator to pay to said Petitioner the sum of seventy five dollars in addition to the sum sett off to her by the appraisers— And your Orator would now represent to this Court, and charges, that the facts set forth in said petition are false

and intire, that the amount set off by the appraisers to said Sarah, exceeded fifty dollars in value, that during the last sickness of said Joseph, the said Joseph & family were supported and maintained by your Orator and that the whole amount of assets, which have come to the hands of your Orator to be administered, amounts to only from one hundred to one hundred and thirty dollars, that if said allowance so made at the last term of this Court to said Sarah be permitted to stand, there will not be sufficient assets remaining in the hands of your Orator to pay the funeral expenses, the expenses of the last sickness and the costs of administration on said estate, but that nearly the whole of said estate will be swallowed up by said allowance of said appraisers and said expte allowance of this Court, that your petitioner has not had an opportunity by the law of the land and the rules of this Court, to make a defence to said petition of said Sarah, Your Orator prays the premises considered, that he may have a rehearing and a review of the proceedings on said petition and order of this Court and that said order be reviewed and rescinded by this Court, and said allowance be set aside and disallowed, and such other and further relief as the nature of the case may require and to your honors may seem meet. Your Orator prays the writ of Subpoena &c., & will ever pray &c.,

Brush & Gilbert
Solcts for Compt.

Question By Plaintiff: did you understand that I was to find her & her child clear of any expence Either from herself or the Estate if she would stay and keep house till the day of Sale

Answ. by Deponent: I heard her acknowledge that she was and that you had done so

Ques by Plaintiff do you recollect. You gave Joseph Davis ten Dollars same time Before his death and that he took and handed it to me and said for me to take it in Part Payment of what he owed me

Answ I give him ten Dollars and he handed it to you for any conversation which Passed I cannot remember. And further this deponent saith not

Marquis L Osborne

State of Ohio } I John Scott Justice of the Peace in and for the County of Union do hereby certify that Marcus L Osborne was by me sworn to testify the truth the whole truth and nothing but the truth in the foregoing cause and that the foregoing Deposition by him subscribed was reduced to writing by me and taken at the time and Place ~~in the~~ specified

Given under my hand & seal this 22nd day of october AD 1838

John Scott J P

Fees - 46 cts
writing 50

Filed Feb 15 1839
Geo H. Lewis

Deposition of Phebe Southworth of Green camp Fourkey
in ~~union~~ Marion County taken on the 22nd day of October
in the year 1888 Between the hours of 8 AM & 4 PM
on said day at the office of John Scott Justice of
the Peace in and for the County of union to be
read in evidence in a cause pending in the court
of C.P. of union county Between Benjamin Davis
Plaintiff & Sarah - Davis Deft. the said doth
depose and say that

Question By Plaintiff do you know any thing
who done my sewing whilst I resided with
Joseph Davis and how it was generally
done whilst you lived by me

Answer Some you hired Mrs Porter to do & some
was done by a sewing Bee

Quest - do you know whether I ever got any
articles for the wife of Joseph Davis and
not charged for

Answer I knew you to get her one Dress

Quest Sayon consider whether I supported
the family of Joseph Davis during his Last
Sickness and Provided for them

Answer - I think if you had not supported him
the family would have suffered

Question do you know whether I ever got the
widow or her child any things after the decease of her
husband

Answer he get her a Black circassian Dress and a
Pair of Shoes & the child a Pair

Quest - did you under stand that I was to keep
her and her child clear of all Expence whilst I
she lived with me

Answer I did and further this deponent saith not

her
Phebe Southworth
mark

Pleas I John Scott Justice of the Peace in and for the county of union do hereby certify that Phoebe Southworth was by me sworn to testify the truth the whole truth and nothing but the truth as a witness in the foregoing cause and that the foregoing deposition by him subscribed was reduced to writing by me and taken at the time and place specified given under my hand & seal this 22nd day of octobe AD 1838 John Scott J P

Fees - 33-cts

50

tertiaps

Deposition of Marcus L Osborne of Washington Township in union county Taken on the 22nd day of October in the year 1838 Between the hours of 8 AM & 4 PM on said day at the office of John Scott Justice of the Peace in and for the county of union to be read in evidence in a cause pending in the Court of C.P. of union county Between Benjamin Davis Plaintiff and Sarah Davis Deft. the said Marcus L Osborne doth depose & say that

Quest by the Plaintiff
Did you consider the Property you set off to the widow Davis as her right of Dower worth the Money you appraised it at

Answer By deponent — I did consider it worth what it was appraised it at

Quest by Pltf did I instruct you in any Manner in the appraisement of any articles appraised and set off to the widows use

Ans: By Deponent, you did not

Quest by Plaintiff did I prevent her from taking any articles at the appraised value when on the day of appraisement or on any other time to your knowledge

Ans by Deponent — not to my knowledge

Quest By Pltf do you recollect the conversation which passed on the day before the appraisement

Ans by deponent I recollect ~~the Plaintiff acting the widow not~~ her saying she was going to get but one bed & she wanted a good one

Quest By did I not when you were setting off her right of Dower request you to allow her Plenty for her use

Ans by Deponent we had the Law to direct us & I thought we allowed sufficient for her years maintenance

We do hereby Certify that we agree to refferee the Suit now pending in the Court of Chancery ~~now~~ and Cort of Common pleas and intend to draw the Suit

In Testimony where of they have hereunto Interchangeably set theire hands and Seals this 23 day of October A.D, 1838

Sarah her + mark Davis (Seal)

Attest

Hiram Titsworth

Benjamin Davis (Seal)

Union Com Pleas

Sarah Davis
vs
Benjn Davis

Answer to Chancery

Filed August 29. 1838

James H. Gill Clk

The Answer of Sarah Davis to the Bill of Complaint for review Exhibited against her by Benj Davis

This Defendant now comes and for answer to said bill or so much thereof as she is advised is material to be answered unto in answering says that as to the death of the Joseph Davis, the Granting of Letters of Administration to Complainant and this Defts being left the widow of the said Joseph with a child of the said Joseph about 4 years old to mentain. This Deft says that each of the foregoing propositions contained in Defendants former bill against the said Benj is true and not false as charged in Compts said bill
That the appraisers under the said administrator believed (as this Deft is informed and believes) that it was their duty to so set off an amt of property equal to one years mentainance that under the direction (and as Deft believes) under the control of Compt an amt was set off for such mentainance ~~as~~ ~~as~~ ~~the~~ not greater than was charged in Deft's ~~Compt~~ said bill for an increase of which Complainant Complains That the amt set off by said appraisers is on file in this Court and this Deft here makes reference thereto by which it will appear that Deft was there charged with articles which by law were Defts and not to be included in said year's allowance that others equally belonging to this deft were taken by the administrator and kept from Deft and that after a fair settlement between said Compt and this Deft on the face of said allowance for said yearly allowance this Defendant verily believes that nothings ~~was~~ as received by this Deft. The amount of the property as this deft estimates the same from the sale bill and inventory of the appraisers and and allowance to gether with Ten dollars not there in charged to the administrator also a note of hand on Samuel Southward for five dollars 5/00 which this Defendant knows ~~and~~ and here charges to have come to the hands of said Administrator, to $180.00. The Ten dollars above were given by said Joseph Deceased to

to said Compt a few days before his death with instructions to procure wool for the use of the Family of the said Joseph for the then Coming year with a part or acc of said money, this was done in the presents of this deft, This defendant here charges that the same was not expended by said Compt in the purchase of Wool as aforesaid nor therefore for the Benefit of the Family of the said Joseph This Deft further states that it was believed by this Deft that the personal appearance of said Administrator in Court was not necessary on an application by a Widow for an increase of her yearly allowance and that a Subpoena was had issued to advise and inform said Administrator of the course pursued by this Deft then Compt and not to give the said Court Jurisdiction This defendant here charges that the matters and thing charged in Compt said bill in reference to the support of him the said Joseph and family are utterly false and untrue so far so that on the contrary said Compt was maintained in Lodging washing board and provisions of Every kind used by him said Compt for said time specified in said bill by said Joseph Deceased with the exception of a few pounds of beef say $4.00 and a few articles which were paid for to said Compt by said Joseph by delivery of 2 yars young cow & calves and a Phial of Lenement procured by said Compt for said Joseph that said Joseph lived and died at home and was carefully and tenderly nursed and comforted by this Deft and a sister of Deft during his sickness and that no other assistance was had by hiring to exceed paid to a young woman for one week's hire The expense of the last sickness and funeral this Deft would here state as she knows, The Coffin cost $1.00 more than was paid for out of the note on oslouzu before administration the estate, Digging the Grave nothing funeral Clothes about three dollars to Doctor Elbert five dollars to Dr Welch $1.37½ These are all the expenses to Doctors that said Compt has repeatedly informed this Deft were to be paid. This deft further states that as to the expense of administering she knows not but the same can be well judged at by the court. and that Compt as this Deft is informed and verily believes on the day after the death of the said Joseph declared that Deft as the

widow of said Joseph should have nothing

and that she fears from the course chosen by said Administrator the said Estate will be uselessly expended at law

This Deft having thus fully answered the bill of Complainant prays that if said order or decree is opened by this court that the same may be increased and to be dismissed with her costs in this case very unjustly ~~laid~~ expended and as in duty bound &c

W Lawrence
Sol for Deft

Union County ss

Personally before me Sarah Davis who being duly sworn according to law says that the matters and things in the foregoing answer so far as stated from her own knowledge are true in substance and in fact and so far as stated on the authority of others she believes to be true

Sworn to and subscribed before me this 28th day of August in the year 1838

Sarah her mark Davis

Andrew Simonson J.P.

Award of
arbitrators
L Davis Widow
vs
Benjamin Davis adm

Filed Apl 25 1839
Jas. H. Lee clk

Whereas Differences have arisen between Sarah Davis and Benjamin Davis and they on the 23 day of October A.D. 1838 by arbitration bonds then Executed by them Submitted to the undersigned to determine and award upon an action commenced in the Court of Common Pleas of Union County by the above ~~Parties~~ Sarah Davis relating to the Estate of Joseph Davis Decd Husband of the said Sarah Davis

In pursuance of said Submission the undersigned arbitrators met at Richwood in the county of Union on the 29th day of October AD 1838 and having then and there taken upon ourselves the Burden of said Submission & Examined the Testimony adduced by the Parties ~~the We find the Bill filed by the said Sarah Davis~~ and now at the time and Place mentioned the undersigned do hereby make and Publish the following as their award In the said Premises and we do order adjudge and award that the said Sarah Davis was allowed Sufficient by the Appraisers of the Estate of Joseph Davis Deceased Sufficient for her years Maintenance and that the allegations set forth in her Bill filed was without foundation and we further adjudge that the said Sarah Davis Shall Pay the cost thereof accruing or that may have accrued

In witness whereof we have hereunto set our hands ~~this~~ ~~day~~ 29th Oct AD 1838

John Scott

Arbitrators fees each — .75

Philip Plummer

Arbitration Bond
Sarah Davies
vs
Benjamin Davis

Filed Apl 25. 1839
Pas. H. Gilmore

Article of Agreement made and entered into this twenty third day of October in the year of our Lord one thousand eight hundred and thirty eight by and between Benjamin Davis the Administrator of Joseph Davis Deceased and Sarah Davis the widow of the sam they do severally Agree to draw the suit pending in the Court of Chancery in Common please and do agree to refference the sam by Phillip Plumer and John Scott and if they cannot Agree to make choice of the third person and we do severally bind our selves in A penalty of five hundred Dollars to Abide by theire verdict

In Testimony were of they have hereunto interchangeably set theire hands and seals the day and year firs Within written

Sarah her + mark Davis (Seal)

(Seals)

Benjamin Davis (Seal)

Attest

Hiram Titsworth

~~Question By Plaintiff~~

I John Scott Justice of the Peace in and for the county of Union do hereby certify that ~~Samuel Littleworth~~ William Southworth was by me sworn to testify the truth the whole truth and nothing but the truth in the foregoing Cause as a witness and that the deposition by him Subscribed was reduced to writing By me and taken at the time and Place specified

Given under my hand &c this 22d day of October A D 1838

John Scott J P

Fees Justice 38 cts
Writing 50

Deposition of William Southworth

Filed Dec 25. 1839
Geo. H. Lee Clk

Deposition of William Southworth greencumpt Township in the county of Marion taken on the 22nd day of October in the Year 1838 Between the hours of 8 AM & 4 PM on Said day at the Office of John Scott Justice of the Peace to be read in evidence in a cause pending in the court of C.P. of union county Between Benjamin Davis Plaintiff and Sarah Davis Deft the Said William Southworth doth depose and say that

Ques By Plaintiff - did you consider the Property you set off to the widow Davis as her right of Dower worth the money you appraised it at

Answer By deponent - I did

Quest By Pltf did I instruct you in any manner in the appraisement of any articles appraised and set of to the widows use

Answ - not any thing more than the coverlets you said if she could furnish the Bed without them you would be glad she could be left for the little girls but if the Bed could not be furnished to put them in and we put one on the Bed and left one out

Quest - did I not when you were setting off the her right of Dower request you to allow her Plenty for her use

Answer yes you did

Question by Plaintiff - what would have been the situation of the estate if I had not supported the family before his death.

Answer I think the estate would not have been as well off as it was if it had not had some assistance Question by Plaintiff do you recollect my getting Clothes out of the Store or getting other Articles for the use of Joseph Davis in his life time

Answer by Deponent you got at Mr Hasting for the use of the family if the family needed any article you generally furnished them through out the Sickness and further his deponent saith not

William Southworth
his
mark

Deposition of
M. V. Buskirk
Filed Apl 25, 1839
Geo. H. Lucas clk

State of Ill } I John Scott Justice of the Peace in and for
the county of Union do hereby certify that
Michael Van Buskirk was by me sworn to testify
the truth the whole truth and nothing but the
truth as a witness in the foregoing cause and
that the deposition by him subscribed was reduced
to writing by me and taken at the time and place
specified Given under my hand & seal this 22nd day
of October AD 1838

John Scott JP

Fees Justice
Subpoena for 5 persons - - 28 cts
Deposition - - 33 cts
witness fees - 50 -
$1-11

Deposition of Michael Van Buskirk of Jackson Town
ship in union county taken on the 22nd day of octob
in the year 1838 Between the Hours of Eight AM & 4
P.m. of said day at the office John Scott J.P. to be
read in Evidence in a case Pending in the court
of C.P. of union county Between Benjamin Davis
Plantiff & Deft. as follows the
said Michael Van Buskirk deponent and says.

Quest - By Plaintiff what has been the situation
in regard to my supporting the family of
Joseph Davis Before I went to live with him
and since and did he not haul a Sled
load of ~~Bacon~~ Pork which was mine to his house Before I went to
live with him

Answer - by deponent I know he hauled some
Pork and I Believe he used it in the family

Quest would the estate of Joseph Davis Been
able to supported him in his last sickness
if I had not supported them and furnished
them with necessary articles for their use

Answer I dont thinck it would more than done
it

Quest did I not work with him at all times
when I was with him on the Place and
Particularly at the time of raising Crops
and did you not understand that I
Lived with him as a family without
Charge on Either side

answer - Yes - you allways was at work with
him ~~when~~ you was at home with him
and I understood from Joseph Davis in his
life time that there was to be no charge
on either side and further this Deponent
saith not

his
Michael ✠ Van Buskirk
mark

Deposition of
Lemuel Pittsworth
Filed Dec 25. 1838
Ad. H. Lee Clk

I John Scott justice of the Peace in and for
the county of union do hereby certify that
Lemuel Pitsworth was by me sworn to tell the truth
the Whole truth and nothing but the truth in
the foregoing cause as a witness and that the
deposition By him subscribed was reduced to writ
by me and taken at the time and place specified
Given under My hand & seal this 22nd day of
October AD 1838

John Scott JP

fees justice 31 cents
witness fees 50

Deposition of Lemuel Pitsworth of Washington Township in the county of union taken on the 22 day of Oct in the year 1838 between the hours of 8 AM & 4 PM on said day at the office of John Scott Esq in Jackson Township union county to be read in evidence in a case pending in the court of C.P. of union county between Benjamin Davis Plaintiff and Sarah Davis Deft as follows the said Lemuel Pitsworth doth depose and say that

Quest by Plaintiff did you consider the property you set of to the widow Davis as her right of Dower worth the money you appraised it at

Ans by deponent I did —

Quest by Plaintiff did I instruct you in any manner in the appraisement of any articles appraised and set off to the widows use

Answer by deponent in nothing But two coverlets which you wished should be left for the use of the two little girls But you said if there was not sufficient for the Bed to appraise them & put them in

Quest by Plaintiff did I prevent her from taking any articles at the appraisement on the day of appraisement or at any other time to your knowledge

Ans. — not to my knowledge

Quest — did I not when you were setting off the widows right of Dower request you to allow her Plenty for her use

answer — you did

And further this deponent saith not

Lemuel Pitsworth

38-CV-06

Union Com pleas

Benj^m Davis

v. } Summons

Sarah Davis

Served by delivering a certified copy to Defendant R Clark Sheriff

Serv	35
Mil	10
Copy	15
	60

Filed July 14 1838

James H. Gill Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Sarah Davis to appear before our Court of Common Pleas in and for the County of Union at the Court house in said County forthwith to answer unto Benjamin Davis the matters and things set forth in a Bill of Chancery against her in Chancery in said Court and this she shall in no wise omit under the penalty of one thousand Dollars and have you then there this writ

Witness James H Gee Clerk of the Court of Common Pleas in and for said County this 14th day of July 1838

James H. Gee Clk

Union Com. Pleas

Benj. Davis

vs } Fi. Fa.

Sarah Davis

Plffs costs	$11.48½
Defts do	10.62½
writ	35
	$22.46

Serv	35
Mil	10
	45

Recd June 5th 1839 on Property Levied

C. Clark Sheriff

Recd July 8. 1839

James H. Gill 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 the Town of Marysville on the 25 day of April A. D. 1839 Benj Davis recovered against Sarah Davis

as well the sum of

dollars and cents, for damages, as the sum of $11.48¼

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattles, and for want thereof, of the lands and tenements of the said Sarah Davis

you cause to be made the damages and costs aforesaid, with interest thereon from the 25th day of April A. D. 1839, until paid. Also the sum of $10.62¼ the cost of ~~[illegible]~~ Defts 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 ~~[illegible]~~ claimants

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 5th

day of June A. D. 1839

TEST: James H. Gill Clerk.

Chancery Case File

Case No. 1838-CH-0015

No. 38-CH-15

Union Common Pleas Court.

William Stewart
Plaintiff,

AGAINST

Eleanor Stewart et al
Defendant.

JUL TERM. 1839

Partition

DECREE FOR PLAINTF.

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Ex. Doc. Page

And that they may answer the allegations of this petition and that on hearing the said premises may be decided according to law ~~[illegible]~~

~~[illegible] and so forth [illegible] Stewart~~

~~By [illegible] his~~

in such manner as that your petitioner may receive his land distant from the old improvements on said farm on the North West [illegible] End of said premises and as in duty bound

&c

By W B Lawrence his Dol

Wm Stewart
vs
Maria Gabriel et als

Partition

Filed July 16. 1838

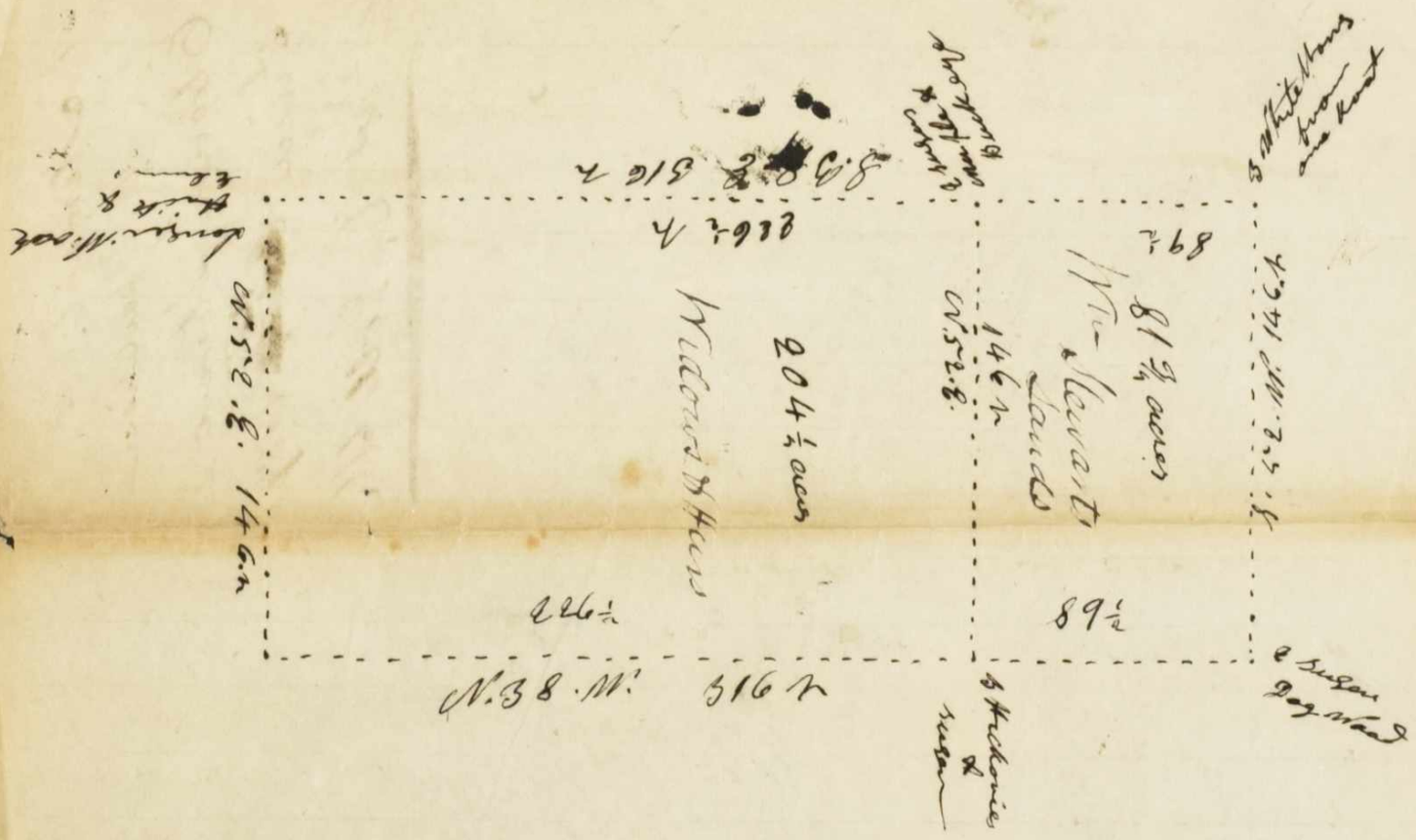
James H. Lock Clk

1839.

To the Hon'ble the Court of Common Pleas July term 1838 your petitioner William Stewart of said County of Union and State of Ohio, would respectfully represent that Joseph Stewart father to your petitioner died about the year 1820 at this County seized in fee of the following discribed land lying in this County to wit part of Survey ~~No~~ Virginia Military Lands lying on Buck Run in said County beginning a 2 Sugartree and Buckey Southerly Corner of James Walters Survey No 3459 thence with his line N. 38 W. 316 poles to 2 Sugartree and Dogwood Corner to James Stewart's land thence with his line S 52 West 146 poles to 3 thorns from one Root Southerly Corner to said Stewart land thence S 38. E. 316 poles to a large White oak Elm and hiccory thence North 52 E 146 poles to the beginning containing 288. acres more or less. and being part of James Galloways Survey

That the said Joseph died intestate leaving Eleanor Stewart his widow entitled to dower in said premises and ~~Ela~~ Maria Stewart now Maria Gabriel Jane Stewart Polly Stewart afterwards by marriage Polly Randall and Eleanor Stewart since married to Jacob Gibson Adaline Stewart Stewart since married to James McDonald and John Stewart his legal heirs and representatives, that Polly Randall died leaving Joseph S. Randall her only Heir and now a minor, that your petitioner purchased of said Adaline McDonald and James McDonald there estate in the above premises and is entitled to two Sevenths of the same, your petitioner further shows that whilst the same remains in Common your petitioner is not encouraged in improving the same ~~that~~ your petitioner therefore pray that partition may be made in said premises and that so much as belongs to your orator may be set off in severalty to your petitioner and to that end that Maria Gabriel Jane Stewart John Stewart Eleanor Gibson and Jacob Gibson to wit with the said Joseph Randall aforesaid may be made defendants to this petition

W Stewart
v
Eleanor Stewart et al
Filed July 12th 1838
Jas H. Gill Clk



I hereby certify that I have this day set of unto William Stewart Eighty one & 3/4 acres of Land from of the North West end of the Survey owned by the Heirs of Joseph Stewart decd Commencing at 2 Sugar trees and a dogwood the N. E. Corner to sd Survey then with the line of James Stewart S. 52. W. 146 poles to three white thorns from one Root the N. W. Corner to the sd Survey then with the W. line S. 38. W 89½ poles to 2 Sugar trees a Maple & Buckeye then N. 52. E. 146 poles to three Hickes. & Sugar tree in the original E. line being two Seventhes of the Whole Survey all of Which is Represented by the a bove plat

August. 11th 1858.

William B. Green Surveyor

accordance with the

William Stewart
vs
Eleanor Stewart et al

Answer of
Joseph Randall
By his Guardian
Filed July 13 1839
Jas H. Lingle

William Stewart
vs
Eleanor Stewart et al } In partition

Joseph Randall one of the defendants a minor by O. B. Cole his guardian ad litem answers & says that he cannot gainsay the prayer of the petition but consent to the same in all things as ~~prayed & asked~~ is defined for the plat filed in this case

O. B. Cole g. ad litem

Union Com. Pleas

William Stewart
v } Sub in Eq
Eleanor Stewart & other

Served by by delivering to each Defendant
a certified Copy —— R Clark Sheriff

Serv ~~Leaf~~ —— 25
Mil —— 25
1 Copy —— 30
$1,10

Filed July 16 1838
James H. Gill Clk

State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Eleanor Stewart and Joseph Boudall to appear forthwith before our Court of Common Pleas in and for said County at the Court House in said County to answer a petition in Chancery exhibited against themselves and others in partition and this they shall in no wise omit under the penalty of One thousand Dollars and have then there this writ

Witness James H. Lee Clerk of the Court of Common Pleas in and for said County this 16th day of July 1838

James H. Lee Clk

Stewart's
Drock

William Stewart
vs
Eleanor Stewart

On Partition

This Cause comes on to be heard on the Bill and Answers of Defendants, and exhibits upon examination whereof the Court do find that the said William Stewart by the Confession of Defendants is entitled to two Sevenths of the premises in said petition described and that the same has been divided by and with the consent of the parties therein named as is evidenced by the plat and survey here in filed and it is therefore ordered and decree that the said William Stewart take receive and hold in severalty the said eighty one acres and three fourths in the said plat specified to the exclusion of the other Defendants and further that the remaining five sevenths of said survey embracing the old improvement be held by the said Widow in right of her dower with the other five heirs of the said Stewart deceased to the entire exculion of the said William Stewart and it is further ordered that the said petitioner pay the costs of this partition

Stewarts
vs
William Stewarts
in partition

Answer
filed July 14 1835

Wm Stewart } In Union Com pleas July Term 1839
vs } Partition
Eleanor Stewart et al

The said defendants Eleanor Stewart Mary a Gabriel Lane Stewart Jacob Gebran & Eleanor Gebran his wife & John Stewart jointly answer that they cannot gainsay the allegations in Complainants said petition But consent that partitions may take place in said premises - as Complainants prays & in accordance with the plat and survey made by Wm B Irwin on the 18th of August 1838 herewith filed

L B Cole Sol for defts

Chancery Case File

Case No. 1838-CH-0016

No. 38-CH-16

Union Common Pleas Court.

John S. Smart
Plaintiff,

AGAINST

Isaac Bowersmith
Defendant.

APR TERM. 1839

Journal 2 Page 67

Record No. Page

Ex. Doc. Page

any part of the said 204 $. nor its interest have been paid whereby the legal title and Estate in said premises has become vested in your orator redeemable in Equity on payment of said principal and interest.

That the sum of ~~three hundred~~ 294 $. dollars principal and a large amount of interest thereon being due your orator applied to the said Isaac and requested him to pay the same to your orator which he has hitherto wholly neglected and refused to do Your petitioner therefore prays that the writ of Subpoena may issue against the said Isaac that he may be compelled to answer all and singular the premises that an account may be taken of what is due your orator for his principal and interest upon said Mortgage that said Mortgage premises may be sold and the proceeds applied to the satisfaction of said principal and interest and that your orator may have such other and further relief in the premises as equity and good conscience may require and as in duty bound &c

By W B Lawrence his Sol

John S Smart
vs
V. Bowersmith

Petition to foreclose
Mortgage
Filed July 16. 1836
James H. Lee Clk

July term Court of Com Pleas 1838

To the Hon'ble the Court of Common Pleas in Chancery sitting John S. Smart of the County of Union and State of Ohio represents that Isaac Bower Smith of said County and State (and whom your orator prays may be made Defendant hereto) being seized in fee simple of certain tract of land situate in said County of Union and described as follows to wit being part of Survey No 2989 Virginia military lands
Beginning at a white oak Hickory and Buckey in the west line of Croghan survey corner to Woodford's land thence with said Woodfords line N 80° W. seventy two poles to a hickory and Elm corner to John Sikenbiers land thence with his line S 9° East seventy four poles to a sugar tree thence N 80 E fourteen poles to a post witness a an Elm & Hickory thence South 9° E. seventy seven poles in the line of Seldon's Survey thence with said Seldon's line N 80 E fifty nine poles to an ash and hickory in the west line of said Croghan's Survey thence with his line N 9° W 150 poles to the beginning Con Containing Sixty one acres and three fourth more or less
and the said Isaac being in want of money to the amount of two hundred and four dollars did on the 30th day of May in the year 1836 apply to your orator to loan him the said sum of 204 $. to be secured by mortgage upon said premises that your orator did loan to said Isaac the said sum of 204 $. and thereupon to secure the repayment of the same to your orator with lawful interest by his deed duly executed and dated on the day and year aforesaid convey the same to your orator in fee simple but subject nevertheless to a condition of defeasance on the payment of said sum of 204 $. with lawful interest one hundred and two dollars on the 27. January 1837. and the balance on the same day of the year 1838. all of which will fully appear by reference to a copy of said deed herewith filed
your Orator further shews that the said sum on

of our Lord one thousand eight hundred and thirty eight together with interest ~~that~~ from this date that may accrue thereon in manner particularly ~~as~~ specified in Ten certain notes of hand Bearing even dates herewith executed by the said Isaac Bower Smith to the said John Demart that then and from thence forth these presents and every thing herein contained shall cease and be void any thing herein contained to the contrary not withstanding in Testimony whereof I have hereunto set my hand and seal date above written

Isaac Bower Smith (Seal)

Signed sealed and delivered in presence of
Christian Myers
Hannah Myers

State of Ohio Union County ss personally appeared before me the subscriber a Justice of the peace in and for the County aforesaid Isaac Bower Smith and acknowledged the within deed of mortgage to be his voluntary act and that he executed the same for the purposes therein expressed and he is thereunto satisfied therewith

Given under my hand and officially this 30th day of May AD 1838

Christian Myers Justice of the peace

John Demart
to
I Bower Smith

Copy Mortgage

Filed July 10. 1838
James H. Gill Clk

$233.58 due this day
Dec 26. 1838

This Indenture made this Thirteenth day of May in the year of our Lord one thousand eight hundred and thirty six between Isaac Bower Smith of the County of Union and State of Ohio of the one part and John S Smart of the County and State aforesaid of the other part witnesseth that the said Isaac Bower Smith for and in consideration of the sum of two hundred and four dollars to him paid by the said John S Smart the receipt whereof is hereby acknowledged hath Bargained granted and sold and by these presents doth grant Bargain sell alien and confirm unto the said John S Smart and to his heirs and assigns for ever all that tract or parcel of land situate in the County of Union in the State aforesaid and being part of Survey No 2989 in the Virginia Military District and bounded as follows to wit beginning at a White oak hickory and Buckey in the west line of Crogan Survey corner to Woolfords lands thence thence with said Woolfords line N 80 W. seventy two poles to a hickory and Elm corner to John Sukenbile's land thence with said Sukenbiles line S 9 East seventy four poles to a sugar tree thence N 80° E fourteen poles to a post witness an Elm and hickory thence South 9 E. seventy seven poles in the line of Seldons Survey thence with said Seldons line N 80° E. fifty nine poles to an ash and hickory in the west line of said Croghans Survey thence with his line N. 9 W. one hundred and fifty poles to the beginning corner containing sixty one and three fourth acres be the same more less To have and to hold the premises aforesaid with all the previdges and appertainances there unto belonging or in any wise ~~belonging~~ appertaining unto him the said John S Smart and his heirs and assigns forever provided always and these presents are upon this express condition that if the said Isaac Bower Smith his heirs or executors or administrators shall pay or cause to be paid unto the said John S Smart the sum of one hundred and two dollars on the 27th day of January in the year ~~one~~ of our Lord one thousand eight hundred and thirty seven and the ~~one~~ hundred and two dollars on the 27th day of January in the year

Union Common Pleas

John S Smart

v } Sub. in Chy

Isaac Bonnersmith

Served by Delivering to Defendant a certified Copy R Clark Sheriff

Serv — 35 July 14th 1838

Mil — 45

Copy — 15

95

Filed July 14. 1838.

James H. Gillette

State of Ohio Union County p

To the Sheriff of said County Greeting

We command you to summon Isaac Bonnesmith to appear before our Court of Common Pleas of the County of Union at the Court House in said County forthwith to answer the matters and things contained in a petition in Chancery exhibited against him by John S. Smart and this he 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 in and for said County this 13th day of July 1835

James H. Gill Clerk

No. 38-CH-17

Union Common Pleas Court.

Adam Wolford Exr,
Plaintiff,

AGAINST

James Tripler et al
Defendant.

APR 1841

Dismissed

No Record.

No Record.

Journal 2 Page 308

Record No. Page

Ex. Doc. Page

Adam Wolford &c.
vs.
James Triplett and
Lucy his wife
Petition to sell land
Filed July 16 1838
James H. Gill Clk

a true copy
J. H Gill Clk

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

Adam Woolford executor of the Estate of Asa Hudson late of said County deceased represents that the personal property of said estate is insufficient to discharge the debts of said Estate as will more fully appear by reference to a statement of the debts and credits of said Estate here within filed that the said Estate did seized in fee simple of the following real Estate situate in said County of Union and adjacent to the town of Marysville part of Survey No. 3351 Bounded to wit Begining at a stake one pole south of In lot No. 92 in said Town of Marysville thence South 10 poles to a stake thence East 8 poles to a stake thence North 10 poles to a stake thence 8 poles West to the begining corner south of the south west corner of said In lot No. 92 aforesaid that Lucy the widow of said Testator is the sole Legatee of said premises that your orator is informed that said widow has since married with one James Triplet resident of the County of Knox this State, your petitioner therefore prays that the said James Triplet and Lucy his wife may be made Defts and that they may be compelled to answer all and singular the premises and that your petitioner may be authorized to sell said real Estate or so much thereof as will enable your petitioner to discharge the debts of said Estate with incidental charges under such regulations as are provided by laws

By W. C. Lawrence his att.

Amt of sale bill of said Estate all collected	$82.00	$55.27
Accounts due the Estate		20.00
Debts and proven accounts against the Estate	$175.15	
Debts paid by executor	73.15	
	102.00	

for which there is nothing in the hands of the executor to pay

By W. C. Lawrence his att.

No. 38-CH-17

Union Common Pleas Court.

Adam Wolford exr, Plaintiff,

AGAINST

James Triplet et al, Defendant.

APR TERM. 1841

APR TERM. 1841

Judgment VS Plaintiff

No Record

Journal 2 Page 308

Record No. Page

Ex. Doc. Page

Adam Moorford Ex
vs
James Triplit and
Lucy his wife

Petition to Sell
Land
Filed July 16. 1836
James H. Lieblk
cost bill made
6. 6. .8 .90 .10 4¾ 1.67½

16
8
1.28

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

Adam Woolford executor of the Estate of Asa Folsom late of said County deceased represents that the personal property of said Estate is insufficient to discharge the debts of said Estate as will more fully appear by reference to a statement of the debts and credits of said estate here with filed that the said testate died seized in fee simple of the following real Estate situate in said County of Union and adjacent to the Town of Marysville part of Surv No 3351. Bounded to wit Beginning at a stake one pole south of in lot No 92. in said Town of Marysville thence South 10 poles to a stake thence East 8 poles to a stake thence North 10 poles to a stake thence 8 poles West to the beginning Corner South of the South west Corner of said in lot No 92 aforesaid that Lucy the widow of said Testator is is the sole Legatee of said premises that your Orator is informed that said Widow has since married with one James Triplit resident of the County of Knox this State, your petitioner therefore prays that the said James Triplit and Lucy his wife may be made defts and that they may be compelled to answer all and singular the premises and that your petitioner may be authorized to sell said real Estate or so much thereof as will enable your petitioner to discharge the debts of said Estate with incidental charges under such regulations as are provided by Law

By W B Lawrence his atty

Amt of Sale bill of said Estate all collected	$2.00	$55.27
Accounts due the estate		20.00
Debts and proven accounts against the estate	$175.15	
Debts paid by Executor.	73.15	
	$102.00	balance due

for which there is nothing in the hands of the Executor to pay

By W B Lawrence his atty

Chancery Case File

Case No. 1838-CH-0018

No. 38-CH-18

Union Common Pleas Court.

Benjamin Grimes
Plaintiff,

AGAINST

Application for
Defendant.
Redemptione of Land,

APR TERM, 1839

DECREE FOR PLAINTF

Journal 2 Page 101

Record No. 3 Page 225

Ex. Doc. Page

Cryms Hans

Application for
Redemption

Filed August 4th 1838.
Jas. H. Gill Clk

Recorded

16

Union Co Ohio

To the Hon'ble the Judges thereof the undersigned Hrs of Capt. Benjamin Grymes late of the State of Virginia respectfully represents that there was patented to the Hrs and legal representatives of said Grymes. 1333⅓ acres of land lying on the waters of Mill Creek in this County on the first day of February 1813. The Hrs were then by name William F Grymes Benjamin Grymes George M Grymes & Martha C Grymes Children of said Benjamin Grymes deceased and Abraham B. Hooe William F Hooe Grand Children of the said Capt Benjamin Grymes deceased by his daughter Lucy F Hooe. then deceased Original No of Entry 4405 that the same stood Charged in the name of the State of Ohio for Taxation in the year 1828 and was sold on the second Monday of December in the year 1828 aforesaid for the taxes and stood Charged as follows Liberty Township

State	Qua	No	water	proprietor	pro quity	
Same	266⅔	4405-4404	Mill Cr	Benj Grymes	1527.	Amt $58.96.1.

4 11½ of that the same was sold to Silas G Strong for the sum of Seventeen dollars

they further represent that, William F Grymes aforesaid departed this life on or about 10th of January 1828 leaving Jane C Grymes his widow and Virginia Washington his oldest daughter Richard M Grymes, Wm F Grymes, Benj F Grymes and Thomas J Grymes all minors except the said Mrs Washington. the last three of whom are still minors. the said Said Benj Grymes one of the patentees died in year 1829 leaving Louisa Grymes since married to Edgar Snowden Washington L C Grymes Jane B Grymes and Eleanor the three last are minors and wards of Col. John Stewart. George M Grymes lives still, also of the patentees William F Hooe died some years since.

Martha C Grymes married one John Stewart in the 1820 and still lives the wife of the patentee. The object and prayer of this application is that an order of Redemption

may be made by this Court
of the said 411½ acres, and to this end an
amount of money is here with deposited with the Clerk of this
Court equal to the purchas money taxes, interest, costs and prem
as required by law

Jane C Grymes Virginia Washington
Richard M Grymes and Benj F Thomas J. and Wm H
Grymes by their Guardian Mrs J. C. Grimes ~~the Guardian~~
Louisa Saunders and ~~John~~ Washington L C Grymes
Jane B, & Eleanor A Grymes by their Guardian Col John
Stewart ~~and~~ George M. Grymes, and Abraham B-
Hoe and Mrs Martha C and John Smart her
husband by M B Lawrence their atty

The heirs of Benj Grimes
application to purchase
land sold for taxes

Proof of Publication

Filed Apl 26. 1839
Jas. H. Gill Clk

Union County Court of Com. Pleas April Term 1839

REDEMPTION OF TAX LAND.

NOTICE is hereby given to all concerned, that on the second day of December, in the year 1828, there was sold for taxes in the county of Union and state of Ohio, 411½ acres of land, which on the Tax Duplicate, was entered, described and charged in the name of the State, original quantity 266⅔ acres No. of entry 4404 & 4405, on the waters of Mill creek, original proprietor, Benj. Grymes, present quantity, (then charged,) 1527, the amount of Tax due thereon $58 95 1, that the same was sold to Silas G. Strong, and out of No. 4405.

Now know ye, that application will be made to the court of Common Pleas at their next session in said county, for an order of redemption, and that the necessary deposit of purchase money, taxes, penalties and cost, has been made with the clerk of said Court.

WM. C. LAWRENCE, Att'p
for the heirs of the said Benjamin Grymes, late of Virginia, dec'd.,

Aug. 20, 1838, 1*6s

The heirs of Benjamin Grymes deceased
Application to redeem land sold for taxes

This day came Robert McBratney ~~who~~ in open court, who being ~~duly sworn~~ first duly sworn, deposes and says that the forgoing notice has been published in a Newspaper called "Our Freedom & Union County adventure" a paper printed in said County, for six consecutive weeks, from and after the 31st day of January A.D. 1839

Robert McBratney

Sworn to and subscribed in open Court Sol. H. Lee Clk

Chancery Case File

Case No. 1838-CH-0019

No. 38-CH-19

Union Common Pleas Court

Wm Bullivant et al
Plaintiff,

against

David Duncan et al
Defendant.

MAY TERM, 1840

Decree for Plff.

Journal 2 Page 287

Record No. 3 Page 376

Ex. Doc. 1 Page 200

Union Com. Plead

William S. Sullivant & others

vs. } Bill in Chy.

David Duncan's heirs

Filed August 29. 1838

James H. Gill Clerk

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

Humbly complaining, sheweth unto your Honors, your Orators William S. Sullivant, Joseph Sullivant, and Michael C. Sullivant, heirs of Lucas Sullivant dec'd that, on the 1st day of April 1783, there was issued from the Land office of the State of Virginia, a land office Military warrant number 214. to one David Holmes, for his services as surgeon of the Virginia Continental line, for three thousand acres of land, to be located upon lands set apart for Officers and soldiers of the Commonwealth of Virginia, a true copy of which said warrant, is herewith filed and made a part of this bill, marked as vocher "A." Your Orators further represent and charge, that on the 29th day of March A.D. 1784. the said David Holmes, by his certain deed under his hand and seal, for a valuable consideration, granted, bargained and sold, unto David Duncan, now deceased, and to his heirs and assigns forever, the said land warrant No. 214. and all the benefits and profits arising from the same, and the patent to issue out in the name of the said David Duncan, all which will more fully and at large appear, reference being had to said deed, a true copy of which is herewith filed and made a part of this Bill and marked as voucher "B." Your Orators further represent and charge, that the said David Duncan, on the 30th day of December A.D. 1791. made and executed his last will and testament, whereby he willed that all his real estate and personal property (except that devised & bequeathed to his wife, lying and being in the State of Pennsylvania) should be sold by his executors and the monies arising therefrom divided equally amongst his sons Samuel and David and his daughters, Hannah, Mary and Margaret equally, except that Samuel was to have only half as much as any of the other Children. all which will more fully appear, reference being had to said will, a certified copy of which is herewith filed and made part of this bill, marked as voucher "C." Your Orators further represent and charge that the executors appointed by said will, have long since deceased, without ever attempting to control or dispose of said Military land warrant, or the lands subsequently located by virtue thereof — Your Orators further represent and charge that at a County Court, holden at the County of Fleming and State of Kentucky at their November

Term A.D. 1828. it was proven by the oath of Major John Findley (who had married Hannah, one of the Children, heirs and devisees of the said David Duncan decd.) that the said David Duncan purchased the said land warrant, for three thousand acres of land, of the said David Holmes, that the said David Duncan had, had said land warrant located on 3000 acres of land as follows, to wit, 1000 acres on the waters of Darby creek, in Logan County, Ohio, One thousand acres on the waters of Mill Creek, and 1000 acres on the waters of Bokes creek in Union County, Ohio, that said warrant was located on said lands by Lucas Sullivant now deceased, that the heirs of said David Duncan were then, Hannah Finley wife of the said Major John Finley and Margaret Holvey, Children of the said David Duncan decd. and Margaret Chitsey wife of Rutherford Chitsey and Abram Clarke, Children of Mary Clarke, formerly Mary Duncan decd. who was the daughter of said David Duncan decd. all which will more fully appear, reference being had to the records of said Court, a certified copy of which said entry upon said records, is herewith filed and made a part of this bill, marked as Voucher "D."

Your Orator further represent and charge, that on the 19th day of April A.D. 1798. an article of agreement was made and executed, by and between the said Major John Finly and the said Lucas Sullivant under their hands and seals, whereby the said Sullivant, agreed to locate said land warrant of 3000 acres and have the same surveyed, and the plats and certificates ready to return to the Office of the principal surveyor; and the said Finly agreed to assign or cause to be assigned to the said Sullivant, one equal third part in quantity, and quality of the land obtained on said warrant, each party to pay his proportion of the legal and contingent expenses, all which will more fully appear, reference being had to said article of agreement, which is herewith filed and made a part of this bill, marke as Voucher "E."

Your Orator further represent and charge, that in the month of September 1799. the said Lucas Sullivant now decd. did locate said land warrant of 3000 acres as follows, Survey No. 479 of 1000 acres on Darbys creek, in Logan County, Survey No. 3446. of 1000 acres on Mill creek, and survey No. 3443. of 1000 acres on Bokes creek in Union County, Ohio, and caused the same to be recorded in the Office of Richard C. Anderson, then

Principal surveyor of the Virginia Military District in the State of Ohio, all which will more fully appear, reference being had to said surveys. True copies of which are herewith filed and made a part of this bill marked as voucher "F." "G." and "H." that on the back of said surveys, the said Major John Finley by virtue of a warrant of Attorney, hereafter mentioned, from the said Hannah Finley, Margaret Holcey, Abram Clarke and Margaret Chitsey, on the 30th day of April A.D. 1828, assigned unto the heirs of the said Lucas Sullivant dec'd (who died in the year 1823) one equal third part of the land covered by the said surveys. Your Orator further represent and charge, that on the 12th day of April A.D. 1828. the said Hannah Finly, Margaret Holcey, Abram Clarke and Margaret Chitsey, duly made and executed a power of Attorney to the said Major John Finly, thereby fully authorising him, to convey by deed or otherwise one thousand acres of said land so located, as herein before mentioned, to the heirs, executors or administrators of the said Lucas Sullivant dec'd, for his locating and surveying said 3000 acres of land, all will more fully and at large appear, reference being had to said Power of Attorney duly executed and acknowledged, which is herewith filed and made a part of this bill marked as voucher "I." Your Orator further represent and charge, that the said Margaret Holcey, by deed duly executed and acknowledged on the 10th day of January A.D. 1838, did bargain, sell, remise and quit Claim, unto your orator, three hundred acres, part of survey No 3443, on Bokes Creek of 1000 acres, and part of survey No 3444, on Mill Creek of 1000 acres, the said 300 acres being part of the undivided interest of the said Margaret in said lands, as heir of the said David Duncan dec'd. all which will more fully and at large appear, reference being had to said deed, herewith filed and made a part of this bill marked as voucher "J."

Your Orator further represent and charge, that, on the 4th day of November A.D. 1836. Your Orator William S. Sullivant and Michael S. Sullivant executed an article of agreement with Samuel B. Finly, son and heir of said Major John Finly (who had departed this life) under their hands and seals, whereby after reciting the making of said article of agreement of the 19th of April A.D. 1798, between the said Lucas Sullivant and the said Major John Finly and in fulfillment of said article of agreement

on the part of the said Major John Finly, the said Samuel B. Finly agreed to assign or procure to be assigned to the said William S. and Michael S. in addition to what had already been assigned to them by the heirs of said David Duncan decd. three hundred acres, or so much as would give them title to one equal third in quantity and quality, of the lands covered by said warrant No. 214 for three thousand acres, all which will more fully ~~appear~~ and at large appear reference being had to said last mentioned article of agreement, herewith filed and made a part of this Bill, marked as Voucher "K."

Your Orators further represent and charge, that, your Orators have procured the plats and certificates and Surveys, upon which the assignments of the date of April 30th 1838 were made, as herein before mentioned, from the office of the Surveyor of the Virginia Military District, and forwarded the same to the Commissioner of the General Land Office, and that Patents have been issued, dated May 1st A.D. 1838 for said land covered by said Surveys No. 479. 3443. & 3444. of three thousand acres, to the heirs and legal representatives or devisees of the said David Duncan decd. all which will more fully and at large appear, reference being had Patents, which are herewith filed and made a part of this Bill, marked as Vouchers "L." "M." & N.

Your Orators further represent and charge, that the said Samuel Duncan and David Duncan, children, heirs and devisees of the said David Duncan decd. are not residents of the State of Ohio, nor of the State of Kentucky, in which last mentioned State the other heir and devisees reside, and that neither the said Samuel or David, have been heard of, for a number of years, and the presumption is, that they are dead without heirs, and that your Orators are not aware of any other heirs or devisees of the said David Duncan decd. who are now living, except those before mentioned, who have ratified the contract between Lucas Sullivant decd. and the said Major John Finly decd. of the 19th of April A.D. 1798 - and if there are any others, they are unknown to your Orators - Your Orators would further represent unto your honors and charge, that the usual and customary price for selecting locating and surveying land warrants, from the time of the opening of the Surveyors Office, for that purpose, has always been from one third to one half in quantity and quality of the

lands located, and that without any special bargain, Your Orators would be entitled to at least one third of the lands located by said land warrant No. 214. for the services of their said father Lucas Sullivant dec'd. Your Orators pray the premises considered, that the said Samuel Duncan, David Duncan, Samuel B. Finly, Margaret Holcey, Rutherford Chitsey and Margaret his wife, Abram Clarke and all the unknown heirs of the said David Duncan dec'd. be made parties defendants, to this your Orators bill of complaint, and that the said defendants be compelled to answer this bill, and to all the matters therein set forth, and alledged, under oath, as fully and particularly as if the same were here again repeated and they thereunto particularly interrogated, and that the said defendants be compelled by a decree of this honorable Court, to forever quit claim, release and remise to your Orators, all their interest, claim, title and demand to one third in quantity and quality of said Surveys No. 479. 3443. & 3444. of three thousand acres of land, and that Your Orators may have partition of the same, and that one third in quantity and quality of said lands may be set off in severally to your Orators, and such other and further relief in the premises as the nature of the case may require and to your Honors seem meet. Your Orators pray the writ of subpoena and an order of publication, and as in duty bound will ever pray &c.

Brush & Gilbert

Solrs for Complts

Voucher "H"
Filed Apl 25. 1839
Jas. H. Lewis

3443

Surveyed for David Duncan a Ps 1000 acres of land on part of a Military warrant No 214, on the waters Bokes creek, a branch of Scioto, beginning at an ash, red oak, and an elm, South west corner to Bayley and Merryman's survey No. 3339, and South east corner to John M. Gregory's survey No. 2984, running with Gregory's line N. 83 W. 400 poles, crossing three branches, to a sugar tree and hickory South west corner to said Gregory's survey, South east corner to Andrew Forbones survey No. 2982 and north east corner to Peter Manifield's survey No. 2832, thence with Manifield's line S. 7 W. 400 poles crossing a branch at 340, and one at 360 poles to a lynn and two beeches, South east corner to said Manifield's survey, thence S. 83 E. 400 poles crossing a branch to a lynn, hickory and sugar tree, thence N. 7 E. 400 poles crossing two branches to the beginning —

Robert Silby
Philip Mothersbaugh } C. C.
Abraham Antle M.R.

Lucas Sullivant D. S.
September 16th 1799

Examined and recorded September 27th 1799
Richard C. Anderson S.

I do certify that the warrant on which the above entry was made was never before satisfied — Given under my hand and seal of Office this 8th day of October 1799 —

Richard C. Anderson (Seal)

On the back of which is the following —

April 30th 1828, By virtue of a power of Atty duly executed I do for and in the name of Hannah Finly, Margaret Holvey Abner Clark, and Margaret Chetsey, heirs and legal representatives of David Duncan deceased, assign unto the heirs of and legal representatives of Lucas Sullivant dd the one third part of the within Survey No. 3443 value recd —

Teste
C. Browing
Jarvis Pike —

Hannah Finly
Margaret Holvey
Abner Clark
Margaret Chetsey by
M Finley Attorney —

Union Com. Pleas

David Dunneas heirs

ads. } Answer of
} Infant defts

William S. Sullivent,

and others

Filed Apl 26. 1837

Jas. H. Gill clk

The joint and several answers of Margaret Bett, Joseph Bett, William Bett, Mary Clark, Samuel Duncan, Mary Duncan, and William Smith Infant defendants, to the bill of Complaint filed against them and others, by William S. Sullivant and others, by Israel Hamilton their Guardian ad litem.

The said defendants, saving to themselves, and each of them, all and all manner of advantage or exception to the many ~~so~~ untruths errors &c. in the said bill of Complaint Contained, for answer thereunto, or to so much thereof as these defendants are advised, is material for them to make answer, they answering by their said guardian, severally say, that they are Strangers to all and singular the matters and things in the said bill of Complaint Contained otherwise, than that these defendants have heard, that David Duncan, their ancestor in the bill named, was was seized of entitled to several lands and tenements, And these defendants, being infants of tender years, submit themselves to the judgment of this honorable Court, and humbly hope, that what right and title they, or either of them have, to the real estate of their said ancestor shall be protected and saved to them respectively without that &c.

Margaret Bett, Joseph Bett, William Bett, Mary Clark, Samuel Duncan, Mary Duncan and William Smith by Israel Hamilton their Guardian ad litem.

David Duncan
&
Dav: Hollmes

3) 3000

No 479. 1000.
" 962. 1000.
" 813. 1000
3000 –

Dorchester 10 Q.
Filed Apl 25. 1839
Ad. H. Lucas Clk

1000 Acres assigned to Duncan and paid for

Copy

Land Office Military Warrant No. 214

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

(L S) This shall be your warrant to survey and lay off in one or more surveys for David Holmes his heirs or Assigns, the quantity of three thousand acres of Land in part, due unto the said David Holmes — in consideration of his services for three years as a Surgeon of the Virginia Continental line — — agreable to a Certificate from the Governor & Council received in the Land-Office — Given under my hand and the Seal of the said Office this first day of April in the year one thousand seven hundred and eighty three

(signed) John Harvie Dep L Off.

A true Copy

W Gilbert

Notary Public

for Ohio

Voucher "G."
Filed Apl 25. 1839
Jas. Th. Gill Clk

3444

Copies of Surveys
D Duncan

3444

Surveyed for David Duncan a ffs 1000 acres of land on part of a Military warrant No. 214. on Mill creek, a branch of Scioto, beginning at a lynn, hickory and sugar tree, South east corner to said Duncan's survey No 3443. running with his line N. 83 W. 400 poles crossing a branch to a lynn and two beeches, South west corner to said Duncan's survey and South east corner to Peter Manifield's survey No 2832, thence S. 7 W. 600 poles crossing several branches, and Mill creek at 390 poles to a beech, and two elms, thence S. 83 E 400 poles to three sugar trees, thence N. 7 E. 600 poles, crossing the creek to the beginning —

Lucas Sullivant D. S.

September 16th 1799

Robert Silvey }
Philip Mothersbough } C.C.
Abraham Ruddle M.C.

Examined and Recorded, September 27th 1799

Richard C. Anderson S.

I do certify that the warrant on which the above survey was made, was never before satisfied. Given under my hand and seal of Office this 8th day of October 1799.

Richard C. Anderson (Seal)

On the back of which is the following —

April 30 1828. By virtue of a power of Atty, to me duly executed I do for and in the name of Hannah Finley Margaret Holley, Abner Clark and Margaret Chetsey heirs and legal representatives of David Duncan, do assign unto the Heirs and legal representatives of Lucas Sullivant dd the one third part of the within survey no. 3444 value received.

Hannah Finley
Margaret Holley
Abner Clark
Margaret Chetsey by
J. Finley Attorney —

Teste
E. Browing
Jarvis Pike

Union Com. Pleas
William S. Sullivant
and others —
vs. } Supplemental bill
David Duncans
heirs

Filed Apl 25. 1839
James H. Lee clk

To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, in chancery sitting —

Humbly complaining shew unto your honors, your Orators, William S. Sullivant, Joseph Sullivant and Michael L. Sullivant, that on the day of A.D. 1838, your Orators filed in the Clerks Office of your honorable Court, their certain original bill in chancery against the known and unknown heirs of said David Duncan deceased — all which will more fully appear, reference being had to said original bill — Your Orators further represent unto your Honors, that since the filing of said original bill, they have been more fully informed as to who are at present the legal heirs of said David Duncan dec'd — as follows, to wit, David Duncan, son of said David Duncan dec'd —

Margaret Holvey, daughter of said David Duncan dec'd —

Samuel B. Finley and David D. Finley, sons of Major John Finley and Hannah his wife daughter of said David Duncan dec'd —

Elizabeth Ann Harris, and Hannah Sarah Finley daughters of said Major John and Hannah Finley

David McCabe and Maria Jane his wife, late Maria Jane Finley, daughter of said Major John and Hannah Finley —

Fielding Bett, husband of Margaret Bett dec'd daughter of said Major John and Hannah Finley —

John H. Bett; Margaret Bett, Joseph Bett and William Bett, the three last minors, children of said Fielding and Margaret Bett —
Benjamin Prater and Jane his wife, late Jane Bett, Edmond Dunlap and Matilda his wife late Matilda Bett, daughters of said Fielding and Margaret Bett decd —
Abram Clark, son of Mary Clark decd, formerly Mary Duncan, daughter of said David Duncan deceased —
Rutherford Chitsey and Margaret his wife, late Margaret Clark, daughter of said Mary Clark decd —
Solomon Ream and Hannah his wife, late Hannah Clark, daughter of said Mary Clark deceased —
George Campbell and Mary his wife, late Mary Clark, daughter of said Mary Clark decd —
Mary Clark, a minor, daughter of David Clark decd, son of said Mary Clark decd —
David Duncan, Samuel Duncan and Robert Duncan children of Samuel Duncan decd, son of said David Duncan decd —
Samuel Duncan and Mary Duncan both minors, children of William Duncan decd, son of said Samuel Duncan decd, son of said David Duncan decd —
William Smith, a minor, son of William Smith decd, and his wife Matilda, formerly Matilda Duncan, daughter of said Samuel Duncan decd, son of said David Duncan decd —

Your Orators pray the premises considered, that all said heirs and the other unknown heirs, if any there be, be made defendants to this supplemental and Your Orators original bill, and that an Order of publication be entered, to bring said defendants in Court who are all non residents of this State, and Your Orators pray as they have already in their original bill prayed —

Burch & Gilbert
Solicts for Complts

Union Com. Mead

William S. Sullivant

& others

Ob. & Final Order

David Dunean's

heirs & others

Filed May 20 1848

William S. Sullivant
Michael L. Sullivant
& Joseph Sullivant
vs. } In Partition —
David Dunsavis
heirs & others

This cause coming on to be heard upon the report of the Commissioners and the Court having been & inspected said report & proceedings of the Sheriff, do find the same in all respects correct & legal, and do order that said proceedings and report be, and the same are hereby approved & confirmed, and that the said parties hold in severalty the shares set off & assigned to each respectively, by the Commissioners; and it is further ordered, that the costs and expenses of this suit, taxed at including a counsel fee of seventy five dollars to Brush & Gilbert be paid within twenty days by the parties in the following proportions, to wit, one third thereof by the said Complainants and two thirds thereof by the defendants except the counsel fee, one half of which is to be paid by complainants and one half by defendants, and in default thereof, that execution issue therefor

Bond No "F."
Filed Apl 25. 1839
Jas H Lieu Clk

479

Surveyed for David Duncan, a p.a 1000 acres of land, on part of a military warrant No. 214. on the waters of Darby's creek, beginning at a hickory, and sugar tree, in the line of Lucas Sullivants Survey No. 3681. and South west corner to Richard Stephensons Survey No. 3163, running with Stephensons line N. 37 W. 398 poles, crossing several drains to two sugar trees north west corner to said Stephensons survey, thence S. 53 W. 402 poles to two beeches, thence S. 37 E. 398 poles to two beeches and a sugar tree, thence N. 53 E. 402 poles to the beginning.

Peter Murphy }
William Boyd } C. C.
John Brittle Mk.

Lucas Sullivant D.S.
September 14th 1799

Examined and recorded September 27th 1799
Richard C. Anderson. S.

I do certify that the warrant on which the above survey was made, was never before satisfied - Given under my hand and seal of Office this 8th day of October 1799.

Richard C. Anderson — (Seal)

On the back of which is the following—

April 30th 1828. By virtue of a power of Atty, duly executed I do for and in behalf of Hannah Finly, Margaret Holway, Abner Clark and Margaret Chetsey heirs and legal representatives of David Duncan deceased, assign unto the heirs and legal representatives of Lucas Sullivant, the one third part of the within Survey No. 479. value recvd.

Teste
E. Browing
Jarvis Pike

Hannah Finly
Margaret Holway
Abner Clark
Margaret Chetsey by
Jn Finley Attorney—

William S. Cullisant
& brothers
Ed. & Deere
David Duncan
& others —
Ent'd

William S. Sullivant & others
vs.
David Duncan & others

This cause coming on to be heard, upon the original and supplemental bill, and answers and exhibits, and the Court having seen and inspected the bills, answers, testimony and exhibits and maturely considered the premises, are of opinion, that the law and equity of the case are with the complainants, it is therefore, ordered, adjudged and decreed by the Court, that the said defendants, do within ten days from the rising of this Court, convey by deed of special warranty, one third in quantity and quality of the lands and tenements in the bill mentioned and described, and in defaulet thereof, it is further ordered, adjudged and decreed by the Court, that ~~the said~~ this decree stands for such conveyance, and, it is further ordered, adjudged and decreed by the Court that the Sheriff of this County, do, by the oaths of Levi Phelps, Stephen McLain and Cyprian Lee, three judicious disinterested freeholders of the vicinity, cause to be set off and divided to the complainants, one third in quantity and quality of the lands and tenements in the bill mentioned and described, and that he return his proceedings to the next term of this Court, to which time this cause is continued -

no sufficient reason appearing why partition should not be made,

David Holmes
Assignment
to
David Duncan

Warrant No. 214

3600 acres

Certificate to
Mr. J. Williams
Papers
Duncan Land

Canada "D"
Filed Dec 25th 1835
by Hy Lee Clk

Copy

Know all men by these presents that I Daniel Holmes of Pittsburgh Lake Surgeon to the Seventh Virginia Regiment of the State of Virginia in the Continental Service, for a Valuable consideration to me in hand paid by David Duncan of the same place, have granted, bargained and sold unto the said David Duncan and to his heirs and assigns for ever a certain Land Warrant issued from the Land-Office of the State aforesaid No. 214 for three thousand Acres of Land and all Benefits and profits arising from the same, and the Patent for the same to issue out in the Name of the said David Duncan. Witness my hand and Seal March the twenty ninth one thousand Seven hundred and eighty four

(signed) David Holmes (Seal)

Sealed and delivered in the presense of us –

N.B. the words, "and the Patent for the same to issue out in the Name of said David Duncan."

(signed) Benj: Bigger

signed Mich. Huffnagle

A true Copy

M Filbert

Notary Public

Fa Co. Va

Union Com. Pleas

Wm S Sullivant et al

vs } No. 20

David Duncan et al.

Decree costs $75.82

Writ .41

$76.23

~~Service~~ — — 00

~~Mileage~~ — —

~~Per Centum~~ —

Debt — 76.23

Int due Dec 19, 1840 — 2.66

Amt due ~~Dec 19~~ $78.89

Service — — 35

~~Mileage~~ — — 00

Per Centum — — 1.58

due Dec 19, 1840 $80.82

Money made made in full W Steele Sheff

Filed Dec 24 1840

Jas H Gillespie

Mr. Gillespie — Says call on Service Mr. Martin
and he will pay these costs

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 19th day of May A. D., 1840 William S. Sullivant Michael L. Sullivant & Joseph Sullivant

recovered against David Duncan Margaret Kelley Samuel B. Finly David D. Finly Elizabeth Ann Davis Hannah Sarah Finly and other heirs of ~~[illegible]~~ David Duncan deceased

~~in well the sum of~~ ~~dollars~~

~~and~~ ~~costs~~ for ~~damages~~, ~~as~~ the sum of $75.82 in an action of chancery in said Court between said parties for their 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 Heirs of David Duncan deceased

you cause to be made the damages and costs aforesaid, with interest thereon from the nineteenth day of May A. D., 1840, 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 Sullivants

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 sixteenth day of November A. D., 1840

Attest: James H. Gill CLERK.

Voucher "J"

Filed Apl 25. 1839
Jas. H. Lee Clk

Purports to be a deed from Mary Holway to Sullivan & Sullivan for 300 Acres of each Sur 4443 4444 + 479 each of 1000 A being her interest therein Signed & Ack without date or Witnesses

Know all men by these presents that I Margaret Holvey of Nicholas County Kentucky one of the heirs of David Duncan deceased for and in consideration of three hundred dollars to me in hand paid have and by these presents do bargain sell release and quitclaim to William S. Sullivant, Michael L. Sullivant and Joseph Sullivant the heirs and legal representatives of Lewis Sullivant deceased three hundred acres of land part of No. 3443. of 1000 acres entered in the name of David Duncan on Bokes creek a branch of the Licking River of No. 3444 containing 1000 acres lying on the waters of Mill creek, and part also of No. 479. on the waters of Dudey creek both in the name of said David Duncan - the said three hundred acres being part of the undivided interest of the said Margaret in said lands to which she is entitled as one of the heirs of the said David Duncan dec.d as aforesaid -

To have and to hold said premises with their appurtenances to the said party of the second part their heirs and assigns forever

In testimony of which the said Margaret Holvey has hereunto set her hand & seal this day of A.D. eighteen hundred & thirty

Executed in presence of

Margaret Holvey (Seal)

State of Kentucky
County &c. } Personally came before me the subscriber a acting justice of the peace in & for said County - Margaret Holvey the above grantor and acknowledged that she freely and voluntarily signed sealed and acknowledged the foregoing instrument to be her free act & deed for the purposes therein mentioned -

Given under my hand & seal officially this 10th day of Jany A.D. 1837

James Stuart J.P. (Seal)

Commonwealth of Kentucky, Fleming County Sct.
I, George M. Stockton clerk of the Court of Fleming County certify that Isaac Stuart, who has signed the foregoing certificate & before whom the foregoing indenture was acknowledged, was at the time of said signing & acknowledgement an acting Justice of the Peace in and for the County of Fleming duly in commission and qualified according to law.

In testimony whereof I hereunto set my hand and the seal of the Fleming County Court this 15th day of February 1838 & in the 45th year of the Commonwealth

Geo. M. Stockton Clk

Commonwealth of Kentucky,
Fleming County Sct.

I, Henry S. Powers, eldest in commission & Presiding Justice of the Peace for the County aforesaid hereby certify that, Geo. M. Stockton whose name appears to the above certificate is the clerk of the Fleming County Court & his said certificate is in due form. Given under my hand & seal this 15th day of February 1838.

Henry S. Powers Seal
Presiding Justice of Fleming County Court.

Union Com. Pleas
Mrs S. Sullivant et al
vs. } Notice
David Duncans heirs
Filed July 12. 1839
Pat H. Gill Clerk

"STRONG BEER
FOR SALE HERE."

And yet that does not quite equal the si
down on the Wabash, which reads

"Here I keeps the best of licker,
So my boys come on quicker."

Nor does that come up to the followi
placard of an old woman:

"Here I does in greatest fashion
Boardin and lodgin, includin washi

A comical advertisement appeared in
Vevay (Ind.) Times, of the first of Jan
ry last. Mr R. T. Goddard takes it qu
cooly:

"Those of my good neighbors w
are in the habit of borrowing from
without leave, and that too when I am
sleep, are requested not to take any m
potatoes from the hole they last open
They are my seed potatoes. Take fr
the hole west of that, and be sure not
leave the hole open, for they will freez

Yours, with respect,
R. T. GODDARD.

Perhaps Maj. Jack Downing never m
a more shrewd remark than appears in
last epistle, toushing war. He says
he has always noticed that these great
heroes, who are ever more talking of l
ing the *last* drop of blood in the way
battle, are amazing careful how they
the *first*.—[Phila. Gaz.

The Cleaveland Herald, in noticing
extensive mills of that city, makes
following comparison with older times

Primitive mills of the West! Tw
five years—what changes! Well do
remember the SWAMP MORTAR burned
a tree stump near the *blanket* door of
first log cabins, the bending spring
and the mighty corn-cracker pestle d
ling at the end thereof! Ay, the
thump! thump! thump! as the hardy,
burnt settler dropped his axe or hands
to "tend mill," until the dinner grist
out! Ay, the more vividly still the th
thump! thump! a wild wood-boy
rang on the mortar aforesaid, albeit s
times so truant as to get the thw
thwack! thwack! less palateable for
supper than "honey and hominey!"
of Republican equality! every man his
miller! no monopolies! no *toll* gathers
millers fat hogs!

"Should auld acquaintance be forgo
And never brought to mind!"

A NOBLE FRENCHMAN.—During t
treat of the patriots, after the batt
Windsor, a soldier had in some wa
seperated from his company, and
hotly pursued by the British troops,
refuge in the humble dwelling of a Fr
man, which happened to be at hand
was early in the morning; the Frenc
had risen up but his wife had not.
soldier hastily asked—

"Are you a patriot?"

"Oui Monsieur;" said the Frenc
"you a patriot too."

"Yes."

The whole souled Frenchman,
twinkling, slapped a womans night c
the soldier's head and hurried him t

State of Ohio
Union County ss } Personally appeared in open Court Stephen McLain one of the publishers of "Our Freedom and Union County Advertiser" a Newspaper published in Union County Ohio, and of general circulation in the Counties of Union & Logan, ~~therein~~, who being duly sworn according to law says that the annexed notice has been published therein for six consecutive weeks prior to the ~~opening~~ regular term of this Court.

Fees $10.50 Stephen McLain

Sworn to and subscribed in open Court the 12th day of July 1839.

Jas H. Gill Clk

State of Ohio,
UNION COUNTY COMMON PLEAS,

William S. Sullivant, and others } IN CHANCERY.
vs.

DAVID DUNCAN, Margaret Holvey, Samuel B. Finley, David D. Finley, Elizabeth Ann Faris, Hannah Sarah Finley, David McCalee, and Mari Jane his wife, Fielding Bell, John F. Belt, Margaret Belt, Joseph Belt & William Belt, Benjamin Prater and Jane his wife, Edmond Dunlap, and Matilda his wife; Abraham Clark, Rutherford Chitsey, and Margaret his wife, Solomon Ream and Hannah his wife, George Campbell and Mary his wife, Mary Clark, David Duncan, Samuel Duncan and Robert Duncan; Samuel Duncan and Mary Duncan; and William Smith, heirs and legal representatives of David Duncan deceased—and the other unknown heirs of said David Duncan dec'd.

The bill in this case charges, that on the 1st of April 1783, there was issued a Military Warrant, No. 214, from the Land Office of Virginia, to David Holmes, for 3000 acres; that on the 29th of March 1784, the said David Holmes, by deed. sold said Warrant to David Duncan, now dec'd, his heirs and assigns forever—that by agreement with said Duncan in his lifetime and with some of his heirs since his death, Lucas Sullivant caused said Land Warrant to be located on the 19th of April, 1798, as follows; Survey No. 479, of 1000 acres, on Darbys creek in Logan County; Survey. No 3444 of 1000 acres on Mill creek, and Survey No. 3443 of 1000 acres on Bokes creek, in Union County Ohio, and caused the same to be recorded—That said Lucas Sullivant was to receive for his services in locating said land &c. one-third thereof in quantity and quality—each party paying his proportion of the legal and contingent expenses—That said contract has been repeatedly recognized by some of the heirs of said David Duncan dec'd, by deeds and otherwise—That the complainants have procured patents to be issued to the heirs, devisees and legal representatives of said David Duncan deceased, for said 3000 acres of land. The bill prays that said defendants may be compelled to release and quit claim to the complainants, one-third in quality and quantity of said 3000 acres of land, and that one third thereof, be set off to the complainants in severalty, and for general relief—And on motion of the complainants and it appearing to the satisfaction of the Court, that the said defendents are not residents of the State of Ohio, it is ordered, that notice of the pendency of this suit, and of the substance of the bill and prayer thereof, be published in Our Freedom and Union County Advertiser, a newspaper published in the County of Union, and in general circulation in the counties of Union and Logan, six consecutive weeks prior to the next term of this Court, at which time unless said defendents appear and plead, answer or demur to said bill, the same will be taken as confessed and the matters thereof decreed accordingly.

A true copy.
Attest,
JAMES H. GILL, Clerk.
BRUSH & GILBERT, Sol'its
May 2. for Compl'ts.

No. 38-CH-20

Union Common Pleas Court.

Benjamin Tucker
Plaintiff,

AGAINST

Sylvia Toby
Defendant.

MAY TERM 1840

Partition

DECREE FOR PLAINTF

Journal 2 Page 220

Record No. 3 Page 387

Ex. Doc. Page

Benj Tucker
vs
Sylva Hobart et als

petition for partition
Filed Oct 27. 1838
Jas H. Fowler

Recorded
for part.

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

Your Petitioner Benjamin Tacker of the County aforesaid represents that he has a legal right to and is seized in fee simple of three undivided fourth parts of the following real Estate situate in Union County Ohio described as follows Part of survey No 3462 Beginning at an Elm Ironwood & hawbush in the S. line of said survey thence N. 7. E. 67 poles to a beech thence down the Creek with the meanders N. 35 E. 31 poles thence N. 27 W. 25 poles thence N. 29 W. 12 poles thence N. 19 poles thence N. 47 E. 11 poles thence N. 71 E. 8 poles thence across the Creek N. 3 W. 8 poles to three Cypress from an root thence N. 83 W. 95 poles to a stake in the line of Israel Lockwoods survey thence with his line S. 7 W. 170 poles to an ironwood and two Beech thence S. 83 E. 82 poles to the beginning Containing 92 acres Also twelve acres two roods & 30 poles part of the same survey Beginning at a stake in the E Line of the land above described thence S. 7 W. 77 poles to two Beeches and an ironwood thence N. 83 W. 18½ poles to three Ironwood and a water Beech thence N. 36 W. 22 poles to two sugar trees thence N. 153. E 7 poles to a Buckeye thence N. 9 E 53 poles to a stake thence S. 82 E 28 poles to the beginning And also the same undivided part of 85. acres & 32 poles Part of survey No 12472 Bounded as follows: Beginning at two Ironwoods and a water Beech N. E Corner of land sold to Israel Lockwood on said survey thence with his line S. 7 W. 142 poles to a black ash and Elm in the S. Line of Lot No 16 as surveyed by Alexander Robinson thence with the Line of said Lot No 16 S. 83 E. 96 poles passing passing the Corner of said Lot No 16 to three Beaches thence N. 7 E. 142 to a stake witnessed a small hickory and Lynn in the N. Line of Lot No 18 as as surveyed by said Robinson thence N. 83 W. 96 poles to the Beginning ~~Also fifty seven acres and one half undivided part described as follows Beginning at a Black ash & Elm S. E Corner~~

to Israel Jackwoods Land thence with his line N 87. 30 E 144 poles to a water Beach and two Iron oaks thence S 86 W. 42 poles to two Sugartrees thence N. 14 E. 7 poles to a Buck-eye thence N. 9 E. 53 poles thence S 83 E 70 poles & 15 links to a stake N. 8 W. 84 poles to a stake on the margin of the Road thence with said road N. 83 W. 20 poles & 6 links to a stake thence S. 7½ W 138 poles to a Stake Witness a Beach thence N. 83 W. 20 poles & 15 links to the beginning

And your Petitioner further represents that ~~David Toby, deceased, left his Widow Cassity surviving him, and~~ Sylvia Toby Alzarina Nathan Toby & Hiram Toby heirs of the said David Toby dec^d the three last mentioned being minors are tenants in common with your petitioner in said premises your petitioner therefore prays that partition of of said Lands may be made and your petitioner further Changes that in the life time of said David partition was agreed upon by your petitioner and said given said David the Land specified in the plat herewith filed & marked A. and made a part of this application and your petitioner prays other and further relief in the premises

W B Lawrence Sol for Petr

Union Com. Pleas

Benjamin Tucker
vs
Sylvia Tobyelass

Set in bty

Ser — 95
Copying — 60
Mil — 5
$1,50

Filed Oct 27th 1838
Jas. H. Gillette

Send by returning to such Defendant a certified copy Oct 27th 1838
W. Cantwell

State of Ohio Union County ss

To the Sheriff of said County Greeting
We command you to summon Sylvia Toby Nathan
Toby Alzanna Toby and Roman Toby ~~&~~ children
of David Toby late of said County deceased to appear
before our Court of Common Pleas in and for the County
of Union and State of Ohio at the Court House in
Marysville forthwith to answer the matters and things
containing in a petition exhibited against them by charge
by Benjamin Tucker and this they shall in no
wise omit under the penalty of one thousand dollars
and have you then there this writ

Witness Jas H. Gill Clerk
of said Court at the Court
House in Marysville this
27th day of Oct 1838

Jas H. Gill Clerk

U Com Pleas

Benj Tucker
vs
Sylvia Tobey et als

Rep in Chancery

Filed Oct 30 1869
Jas H Gillelth

Benjamin Tucker
vs
Sylvia Toby et als

} In partition

And the said Benj. Tucker comes and says that the matters and things set forth in his said bill are true in substance and in fact as well as the matters and things in the several answers contained and he now consents to the same being confirmed by the Court

W B Lawrence his Sol

Sylvia Johnston

vs

Benj. Tucker

Answer of Defendants

Filed in Chy 13/1837

Jas H Gieo Clk

Sylvia Toby Algana Toby) Ptn partition
et others Ads
Benj Tucker

The said Algana Toby & Nathan Toby & Herman
Toby Jointly answer by P B Cole
their guardian ad litem and say that they can
not gainsay but admit the allegations in the
said Bill contained and they are now willing
that partition of said premises be made as per
plat on file in this case

P B Cole guardian ad litem

the separate answer

Sylvia Foby

vs

B Tucker

Filed Nov 2. 1838

Wm H. Gill Clk

The separate answer of Sylvia Toby of defts to the Bill of Complaint Exhibited against herself and others by Benjamin Tucker

This deft comes and in answering says that she cannot gainsay or contradict any of the allegations in said bill contained but must admit the same to be true and hereby agrees to a separation of said land in accordance with the plat filed with and made a part of Compt. said Bill and marked A. and having thus fully answered she prays to be dismissed with her costs &c

John Lawrence

Union Co. ss personally appeared before me Sylvia Toby who being duly sworn says that the matters and things stated in the foregoing answer are true as she verily believes and further saith not.

Sylvia Toby

Sworn to and subscribed before me this 2nd day of November 1838

Isa Wood J.P.

Union Com. Pleas

Benjamin Tucker
vs } Fi. Fa No 15
Page 86
Sylvia Tolf et al

Complts costs $8.06
Defts costs 4.02½
Cost .41

Recd this writ Apl 24. 1841
made $4.35 to defts Costs
May 25. 1841 — ~~[illegible]~~
made June 9. 1841. $8.72 —
Wm W. Steele Sheff

Filed June 10. 1841
James H. Gill Clerk

The 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 the Town of Marysville in and for the County of Union and State of Ohio on the 17th day of May A.D. 1840 in an action in Chancery in said Court wherein Benjamin Tucker was complainant and Sylvia Toby Alzana Toby Herman Toby & Martha Toby were defendants the sum of Eight Dollars were decreed against the said Benjamin Tucker as costs in said case and the sum of $4.02½ were decreed against the said Sylvia Toby Alzana Toby Herman Toby and Martha Toby (Heirs of David Toby decd) Now these are to command you that of the goods and chattels and for want thereof of the lands and tenements of the said parties respectively you cause to be made the costs aforesaid & the accruing costs and have the same before our said Court at their next Term to render

hereof fail not at your peril and have you then there this writ

Witness Thomas H. Gill Clerk of said Court at the Court House in Marysville this 21. day of April 1841

Thomas H. Gill Clerk

Chancery Case File

Case No. 1838-CH-0021

No. 38-CH-21

Union Common Pleas Court.

Samuel B. Reed et al
Plaintiff,

AGAINST

Jane Reed et al
Defendant.

JUL TERM. 1839

DECREE FOR PLAINTF.

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Ex. Doc. Page

and matters of this kind can only relieved and remedied in Courts of record. Your Orators therefore pray that on hearing the said Deft may be made to convey and that said Defts take said money out of Court and your Orators pray other and further relief in the premises as in equity may seem meet and as in duty bound &c

By W. B. Lawrence their Sol

Samuel R. Reed & Co. Pltfs
vs
Jane Reed et als

Chancery

To Prosecute

Filed Oct 29. 1839
Jas. [illegible] Clk

1839

To the Honble the Judges of the Court of Com Pleas
sitting in Chancery Sitting

Complaining Sheweth unto your Honors your Orators Samuel K Reed and Pepas Reed Residents of said County That David the father of your Orators departed this life in the fall of the year 1824 that he died seized in fee of the following described land lying in this County (to wit) 178 acres on the west side of Big Darby Beginning at a walnut & hiccory sapling thence down the Creek with the meanders to an Elm and Dogwood thence S 53. W 100 poles to a white oak thence N 37 W 74 poles to two White oaks thence S 53 E. 23. poles to two White oaks thence N. 39 W 160. poles to the beginning which was deeded to said David Reed by L. Sullivant & wife June 29. 1805 of record in Franklin County this State. And also your orators further show that the said David in his life time entered into a Contract with said Sullivant for the purchase of an other and further piece of land lying in said County of Union and Contiguous to to said land specified above Beginning at an Elm and ash upper corner on the Creek thence down the Creek with the meanders S 52. E 10 poles S. 75. E 16. poles S 60. E 14 poles S 40 E 20 poles N 75 E 38. poles S 81. E 52½ poles to a small walnut thence leaving the creek S 38 E 145½ poles to two Burr oaks thence S 53 W 104 to a stake N. 38 W 122 poles to three Burr oaks thence N. 7. E 18 6 poles to the Beginning being part of a survey in the name of Robert Keys and Lucas Sullivant and bounding on the upper line of the first described piece. Your Orators State that the said David died Testate and by will devised said lands to your Orators subject to the debts of said Deceased. That Stephen McClain Ager with the nuncupative on said Estate was sued by Lyne Starling Admr of said Lucas Sullivant and on the 20th day of Sept 1830 in the Supreme Court of this State in and for this County Judgement was rendered against said McClain administrator of said Reed as aforesaid in the sum of 939 $ 33/100 and costs that a decree of the Court of Common pleas of this County was had on the 17th day of Nov in the year 1834 ordering and decreeing said lands to be sold for the payment of said Judgement

subject to the dower of the widow of said Reed deceased. that said Estate was unable to pay said Judgement without the sale of said land. And your Orators being young inexperienced and without the necessary Credit to borrow the money to pay said Judgement and save the land from sale set about to procure some one to buy said land ~~and~~ ~~waited with~~ for your Orators, that your Orators spoke to one Samuel Reed then living but since deceased of Champaign Co. to procure him to act as trustee for your Orators in making said purchase for the alone benefit of your Orators this he refused saying he could not procure the necessary funds. Your Orators then Obtained a promise from Nicholas Hatheway that he would loan for that purpose 800 $. to said Reed ~~and~~ for the term of five years to receive Legal interest annually that said Reed agreed to take said loan and charge us with it and the additional sum necessary to make the purchase. And the Interest was to be paid by your Orators to said Reed annually. that thus said Reed entered into the arrangement to purchase said land for your Orators and hold the same in his name but as the property of your Orators without claiming or pretending to claim any interest in the same unless your Orators should fail in paying the Interest faithfully annually ~~and~~ or in paying the principal at any time within five years. but if your orators failed to pay the same within five years then the same was to be the property of said Reed and your Orators to have no benefit from the sale whatever

Your Orators further shew that some time prior to the Court of Common Pleas June Term 1835 said lands were sold in the presence of your Orators to said Reed by the Sheriff of said County as Special Master Commissioner appointed for that purpose and said sale was confirmed by this Court at the said June term aforesaid.

Your Orators further shew that there was no paper nor writing between said Reed and your Orators ~~on~~ on the matter the whole being of trust and confidence. that said Samuel Reed made an entry in his

Book at his house on this subject of which the following is a copy "1834. November the 8 on account of Samuel K. Reed and Cephas Nov 8th paid in Marysville one thousand and five dollars to the Sheriff of Union County". Another entry is found in same Book. of this tenor "1835 Samuel K Reed & Cephas Cr January 5th by five dollars cash". The last entry on this subject is the following" November 8. 1837. the above account is settled except the one thousand dollars paid in Marysville on which the the Interest is paid up to November the 8. one thousand eight hundred and thirty seven seven, said Book is now in the hands of the Administrators of said Samuel Reed deceased

Your Orators here Charge that said thousand dollars there Charged here the same paid by said Reed for your orators in the purchase of said Land and that said Entrys are correct and all that now shows how this matter stands that your orators have since been in the uncontrolled possession of said Land and still remain in possession of the same and have always paid all the Taxes on said premises without the least care or attention of the said S. Reed Dec

Your Orators further Charge that said five years have not Expired by about one year and that they make this application to this court for the purpose of obtaining the title to said Lands

Your Orators further show that said Samuel Reed trustee as aforesaid departed this life suddenly and unexpectedly to your Orators about the first of Sept 1838 that he left a widow Jane Reed and nine Children his heirs and Legal representatives To wit Polly Tyler formerly Polly Reed but now the wife of Samuel Tyler and the following who are minors William, Sarah, Elizabeth, Phila, Emily, Mariah Rosannah and Cintha. said Jane Crary and Samuel Tyler are Administrators on said estate All of whom your Orators pray may be made defendants to this bill. and your Orators Brings hereunto into Court the said sum of $1.000.00 with its interest and prays a decree of this Court for title to the said premises in as much as your Orators are with remedy at Law

Jane Reed et Als
Ads
J R & J Reed

Answer in Chancery
Filed July 6. 1839
James H. Gill Clk

10
16
14
20
58
52
150

The ~~separate~~ joint answer of Jane Reed widow Samuel Tyler and Mary Tyler his wife to the bill of Complaint exhibited against them and others by Samuel R. Reed and Josephus Reed in the Union Com Pleas

The said Defendants come and for answer to said bill or so much thereof as they are advised is material for them to answer in answering say that ~~that~~ they cannot gain say but must admit the truth of the several important charges in said bill contained (to wit) that said Premises were held in in trust by said Samuel Reed Deceased. That on the use of said Complainants if the said one thousand dollars with its interest was paid within the time limited. That the entry on the Books of the Deceased is as charged in Complainants said bill And these defendants admit that said Book entry is a correct statement of the account between said Deceased and Complainants. And further that that they are willing the title to said premises may now be decreed to Complainants on the full payment of said $1000.00. with its interest to Defendants or in Court and that such other order may be entered as may be agreeable to equity and good Conscience and having thus fully answered they pray to be discharged with their costs in this behalf expended

by John Lawrence

Jane Reed
Samuel Tyler
Mary Tyler

State of Ohio } ss
Union County }

personally appeared before me Jane Reed who being duly sworn says that the matters and things set forth in the foregoing answers are true as she verily believes. Sworn to and subscribed this day of July 1839

Wm Kirkey J. P.

William Reed et als
Complnts B P B Cole
vs
J K & L. Reed

Answer

Filed Aug 12 1835
Jas. H. Lee Clk

Samuel K & Cephas Reed Urban Campbell
Plaintiffs vs Reed et al } In Chancery

the William, Sarah Elizabeth Thea
Emily Mariah Rosanah and Martha Reed infant
defendants by P. Wbole their guardian ad litem for
answer saith that they cannot gainsay the charges in
Complainants said bill but admit them true & consent
that the prayer of the same may be granted

P. Wbole G ad litem

and it is further ordered and decreed that in case the said defendants fail neglect or omit to convey as aforesaid that this decree shall operate and have same effect both in law and equity as such conveyance had the same been executed ~~as aforesaid~~ agreeably to this decree and the court do further order that said one thousand dollars with its interest one hundred dollars and 100 now in the hand over to the administrators of said estate and that complainants pay the costs of this case within one hundred and fifty days and in default thereof that execution issue therefor

Same order in this case

Samuel R and Josephas Reed
vs
Jane Reed widow and Samuel Tyler
Polly Tyler his wife et als Heirs
and Legal Representatives of
Samuel Reed 2nd dec'd

McChancery

This cause comes on to be heard upon the bill and answers of defendants of Majority and of the Minor defendants by P. B. Cole their guardian ad litem. On consideration whereof the Court do find that all and singular the material allegations in the said bill contained stand confessed by the said answers of defts ~~whereupon~~ ~~this considering the Court~~ and that the equity of the case is with complainants whereupon it is ordered and decreed that the defendants within 60 days jointly or severally and in such manner as shall be sufficient convey the ~~said~~ premises in the said bill mentioned to the said Complainants in fee simple said premises being known and described as follows (to wit) lying in the County of Union and State of Ohio and on the west side of Darbys Creek Beginning at a walnut and hickory sapling thence down the creek with the meanders thereof to a red elm and dog wood thence south fifty three degrees west 100 poles to a white oak thence north 39 west 74 poles to two white oaks thence south 53° East 23 poles to two white oaks thence North 39 west 160 poles to the Beginning containing 178 acres. and also this other and further parcel lying adjacent and beginning at an elm and ash upper corner on the creek thence down the creek with the meanders thereof 150 poles to a small walnut thence leaving the creek South 38° East 145½ poles to two Burr oaks thence South 53° West 104. to a stake thence North 38° West 122 poles to three Burr oaks thence North 70 East 186 poles to the Beginning being part of Survey No. in the name of Robert Reys and Lucas Sullivant

Circuit Court, Plead
Thomas E. Reed
vs
William Reed
Ind. in Ejec
Same Recd & Filed
Filed April 24, 1839
James H. Lee Clk

Recd 19 April 1839 and Served on the twentyth same month
on each of the Defendants by Copy of the within writ
Shff fees $2.00 Off Van Meter Shff of Chas. County Va.

We severally acknowledge the Service of the within writ By Copy
William C. Reed

State of Ohio Union County ss

To the Sheriff of Champaign County Greeting
We command you to summon. Jane Reed, widow of Samuel Reed 2nd decd) Samuel Tyler and Polly his wife William Reed Sarah Reed Elizabeth Reed Phila Reed Emily Reed Mariah Reed Rosannah Reed and Cinthia Reed heirs of the said Samuel Reed decd) to appear before our Court of Common Pleas within and for the County of Union aforesaid at the Court House in said County on the 25th day of April, Inst, then and there to answer the matters and things contained in a Petition in Chancery exhibited against them by Samuel Reed and Cephas Reed 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. Lee Clerk
of the Court aforesaid at Marysville
this 12th day of April A.D. 1839

James H. Lee Clk

Int

Chancery Case File

Case No. 1838-CH-0022

No. 38-CH-22

Union Common Pleas Court.

B. Burgess
Plaintiff,

AGAINST

T. Lockhart et al
Defendant.

OCT TERM, 1839

JUD'G V PLAINT'F

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Record No. No Record. Page

Ex. Doc. Page

each and every allegation of this bill to the end that they
may be compelled to to convey said premises to your Orator
that Justice may be done And your Orator as in duty bound will ever pray &c
By W. B. Lawrence his Sol.

Bate Burgess
vs
Felix Thayer & Lockhart et al

Chancery
Filed Oct 27. 1838
[illegible]

The court of Com Pleas Oct Term 1858

To the Judges thereof when in Chancery Setting

Your Orator Bede Barger of said County shews unto your Honors that some years since one William Lockhart of this County now deceased Bot By Bond a tract of one hundred acres of Land lying in this County for $156.00 Being part of Survey No. 9943 V. M. Containing 100 acres Beginning at a stake N. E. Corner to one hundred acres sold to Wm H Ashley and in the line of Edward Bayley thence with his line N 80 E 100 poles to 3 Beeches S. E. Corner to said Bayley & in the East line of the original Survey thence N S. 10. E 160 poles to a hickory S. E Corner of said Survey thence with the line S 80 W 100 poles Corner to said Ashley thence with his line N 10 W. 160 poles to the beginning

That the said Lockhart was unable to complete the payment for said Land and obtain a deed that he applied to your orator to obtain a deed for said Land by paying out the purchase money and promised immediately on the receipt of the deed from Taylor to make execute and deliver to your orator a deed for one half said Land. That your orator agreed to do so and paid the balance of the purchase money to Levi Phelps Agent for said Taylor who forthwith and about the middle of February 1836 procured Lockhart's deed. that said Lockhart gave possession of one half said Land on the North side of said tract at that time and your orator since retains possession of the same and has cleared fields built houses and made large improvements on the same and that said Lockhart in his life time frequently tryed to procure a Survey and division of said Land and was frequently urged so to do by your orator but still failed untill some time since he suddenly and unexpectedly departed this life without executing said deed to your orator and now your orator has no other or adequate remedy without applying to the Chancery Jurisdiction of this Court that said Lockhart left Delitha his widow, Jerece, Rodallum, Maryann and Samuel Minor heirs and Legal representatives who now reside in Green County this State and whom your orator prays may be made defendants to this his bill to the end that said defendants may be compelled by mete and proper words to answer

Union Com. Pleas

Bedie Burgess
vs } Ch
Tilitha Lockhart et al

Court in Union County this Oct. 31st day

The State of Ohio Union County ss

To the Sheriff of Green County Greeting

We command you to summon Tolitha Lockhart widow, Jesse Lockhart, Rhoda Lockhart, May Lockhart, and Samuel Lockhart, minor heirs of William Lockhart late of Union County deceased to appear before our Court of Common Pleas within and for the County of Union and State aforesaid, at the Court House in said County on the first day of next Term, to answer the matters and charges contained in a petition in chancery exhibited against them by Beda Burgess, 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 said Court at the Court House in Marysville this 30th day of August A.D. 1839

James H. Gill Clerk

No. 38-CH-22

Union Common Pleas Court.

Biddle Burgess
Plaintiff,

AGAINST

Heirs of Wm Lockhart
Defendant.

NOV 1841

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since he suddenly and unexpectedly departed this life without executing said deed to your orator, and now your orator has no other or adequate remedy without applying to the Chancery Jurisdiction of this Court. that said Lockhart left Lilithia his widow Serene Roda Ann Maryann and Samuel minor heirs and legal representatives who now reside in Green County this State and whom your orator prays may be made defendants to this his bill to the end that said Defendants may be compelled by mete and proper words to answer each and every allegation of this bill to the end that they may be compelled to convey said premises to your orator, that Justice may be done and your prays other and further relief in the premises and as in duty bound will ever pray H.

By W. C. Lawrence his Sol.

Union Com. Pleas

Eddie Burgess

vs

The Heirs of William Lockhart

The Court of Common Pleas Oct Term 1838

To the Judges thereof when in Chancery sitting

Your orator Bedie Burgess of said County shews unto your Honors that some years since one William Lockhart of this County now deceased bought by bond a tract of one hundred acres of land lying in this County for $156.00 being part of Survey No 9943 N.N. containing 100 acres Beginning at a stake N. E. corner to one hundred acres sold to Mr H. Ashley and in the line of Edward Bailey thence with his line N. 80 E. 100 poles to 3 Beeches S. E. corner to said Bailey and in the east line of the original Survey thence S. 10 E. 160 poles to a hickory S. E corner of said Survey thence with the line S. 80 W. 100 poles corner to said Ashley, thence with his line N. 10 W. 160 poles to the Beginning. That the said Lockhart was unable to complete the payment for said Land and obtain a deed that he applied to your orator to obtain a deed for said land by paying out the purchase money and promise immediately on the receipt of the deed from Taylor. to make execute and deliver to your orator a deed for one half said land. That your orator agreed to do so and paid the balance of the purchase money to Levi Phelps agent for said Taylor who forthwith and about the middle of February 1836 procured Lockhart's deed. that said Lockhart gave possession of one half said land on the north of said tract at that time and your orator still retains possession of the same and has cleared fields built houses and made large improvements on the same and that said Lockhart in his lifetime frequently urged to procure a Survey and division of said land and was frequently urged so to do by your orator but still failed until some time

Chancery Case

1838-CH-0023

located with

Supreme Court Case

1842-SC-0006

No. 39-CH-1

Union Common Pleas Court.

Joel Hall
Plaintiff,

AGAINST

Manley S Butler
Defendant.

OCT TERM. 1839

DECREE FOR PLAINTF

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Record No. 3 Page 327

Ex. Doc. Page

Application of
Col. Hall
to redeem tax land
Filed Jany 28. 1839
Jas. H. Gillett

To the Houble the Court of Common Pleas of Union County in Session

Your petitioner prays an order of redemption for 206 acres of land sold in this County in 1836 and lying in the same and purchased by one Manly Butler for $7.60.4

Joel Hall by
W C Lawrence atty.

Certificate of
Tax. Penalty & Int.
on 206 acres
No 649 & 5629.

Abt Hales, Jones &c
Redemption of lands

Marysville Nov 23d 1838.

Auditors office Union County Ohio

I hereby certify that the Tax Penalty & interest on 206 acres of Land Survey No 6493 & 3629 for the years 1835 & 36 (interest Calculated up to this date) is Twelve Dollars Thirty One Cents & Eight Mills. (taxes have been paid on said Land since said Sale regular)

Witness

Silas G Strong Auditor by
W Steele

Marysville Jany. 18th 1839

Received of Joel Hall Twelve dollars thirty one cents and eight mills in deposit for the redemption of 206 acres of land Surveys Nos. 6493 & 5629 sold for taxes in Union County Dec. 1836

Jas. H. Gill Clerk A. Co.

I have this day received of James H. Gill Esq twelve dollars 31 cents - 8 Mills the redemption money of the within land - Dun 19 - 1839 —

R. Douglas - Agent

The above certificate is assigned to R. Douglas as his property —

R. S. Butler

$12.50

$4.00

$8.50

TO UNION COUNTY SURVEYOR.

I HEREBY Certify that 206 acres of land, was this day sold for taxes unto Manly S Butler for the sum of Seven dollars Sixty cents and 4 mills; being a tract of land entered for taxation, in the name of Thomas B Head

No. of Entry 649345629 Original Quantity 186⅔ acres Water course Blues Creek Original Proprietor, Robert Means

YOU Are required, at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per-cent thereon—and the amount of taxes paid by said purchaser, together with interest.—Given under my hand this 26th day of December 1836

County Auditor.

Levi Phelps

Joel Hall
vs
Manly S Butler
Proof of publication
filed Oct 31. 1839
James H. Gill Clk

State of Ohio Union County ss.

Stephen M Lain one of the Publishers of The Freedom a News Paper published in Union County in said State. — being duly sworn says that the Notice hereunto attached was published in said Paper, seven Consecutive weeks. previous to this Term of the Court. Stephen M Lain

Subscribed & Sworn before me. this 31st day of A D 1838 Dy.

James H Gill Clerk

REDEMPTION OF TAX LAND.

NOTICE is hereby given that I shall move the Court at the next term of the Common Pleas; in and for the county of Union, for an order of redemption for the following 206 acres of land sold for taxes in the year 1836, at the county aforesaid to Manly Butler, which stood charged in the name of Thomas Lead—Original Quantity, 18661; Nos of Entry. 6493 & 5529; Water course, Blue's Creek; Original Proprietor, Robert Means; Present Quantity, 206; Value $255; Whole Tax, $7 60 4

The necessary Deposit has been made and a certificate therefor obtained.

JOEL HALL
by W. C. LAWRENCE, Att'y

Jan. 31. 1*4t.

Chancery Case File

Case No. 1839-CH-0002

No. 39-CH-2

Union Common Pleas Court.

John H Baird
Plaintiff,

AGAINST

Application for
Defendant.
Restoration of Land
Sold for Taxes

APR TERM. 1839

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John H. Baird
application for
redemption of tax land
Filed Jany 29. 1839
Jas H. Geo Clk

To the Hon.ble the Court of Common Pleas
in Sessions John H Baird

~~John Crawford~~ asks and order of Redemption for 400 acres of Land sold in 1831. for the Taxes in this County and part of Survey No. 7074 in Jerome Township and alledges as a ground of Right that he was then and continued to be a minor and under the age of Majority untill the Spring of the year 1838.

John Baird ~~John Crawford~~ by his
Atty W C Lawrence

Proof of publication
in the case of
Baird

for Redemption
of Fox land

...ty. Hence
...osit Banks,
...Public Mo-
...to increase
...ce it was

...ought and if you did not
letter I would go to Grape Vine
see what on earth had become
as I was going to start I walked
the post office and axed another
was there it there wont a letter
Thistle, and sure enuf it was the
I looked and seed what

State of Ohio
Union County ss

Personally appeared in open Court Robert McBratney one of the publishers of the "Our Freedom and Union County Advertiser" a news paper published in Union County Ohio and of General Circulation therein! who being duly sworn according to law says that the annexed notice was published for Six ~~eight~~ consecutive weeks prior to the opening of this Court of which said notice is one

Fee $2.62½ Robert McBratney

Sworn to and subscribed in open Court 27th day of April A.D. 1839 Jas H. Gill
Clerk of the Court of Com Pleas

REDEMPTION OF TAX LAND.

TO all whom it may concern, Notice is hereby given, that at the next term of the Court of Common Pleas, in and for the county of Union I shall move said Court for an order of redemption for four hundred acres of Land, sold for taxes in said county, in the year 1831, to one H. W. Perkins which then stood charged as follow: Charged in the name of John Crawford; Original Quantity, 800; No. of Entry 7074; Water course, Scioto; Original Propietor, J. Crawford, Present Quantity, 400 acres; amount of Tax Due, $10.95 6.

The necessary deposited has been made and certificate obtained from the Clerk of said Court.

JOHN H. BAIRD,
BY W. C. LAWRENCE, his, Att'y.

Dec. 31. 1*6t.

Guardian for
John O. Baird p

State of Ohio Logan County ss

To all to whom these Presents shall come Greeting
Know ye that by the court of Common Pleas for the county of
Logan aforesaid at their April Term there of in the year
of our Lord Eighteen Hundred thirty two, Guardian ship
of all and singular the Person and Property of John Henry
Myers aged sixteen years, Child and sole heir of
Herbert Myers Deceased, hath been granted unto
John D. Elbert Esq. whose duty it shall be to
do and perform all and singular the duties prescribed
by the Statute in such case made & provided,
make just account of his Guardian ship to the
order when he shall be thereunto legally required
In testimony whereof I N. L. McCollock
Clerk of said court have hereunto subscribed my name and affixed the seal
of said court at Bellefontaine this
30th day of June A.D. 1832
N. L. McCollock Clk.

Certificate of
Tax Penalty &
Interest on 400
Acres of Land
Survey No. 7094
Filed Jany 27. 1839
Jas H. Gillette

Marysville Nov 26 1838

I Certify that the Taxes Penalty & Interest on 400 acres of Land Survey No 70 74 Sold for Taxes in 1834, in the name of Jno Crawford & Bought by H W Perkins Amounts to Seventy Dollars Seventy Six Cents & Six Mills.

Attest

Silas G Strong Audr
By W Steele

Union Com. Pleas

Application of

John A. Barnes

For redemption &c

cost bill ~~&c~~ to make

Recorded

No. 39-CH-3

Union Common Pleas Court.

William Porter
Plaintiff,

AGAINST

Hannah Porter
Defendant.

JUL TERM, 1840

Sale of Real Estate

DECREE FOR PLAINTF

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Record No. 3 Page 394

Ex. Doc. Page

William Porter adv.
vs
Hannah Porter et al
& Petition to sell land
Filed April 8th 1839
James H. Lee Clk
Clerks fees $7.50
order for aff.
Recorded

This Petition and that the writ of sequestration may issue accordingly, and against them that they may be compelled to answer all and singular the premises that the dower Estate of said Samuel Porter in said premises may be assigned & that your Petitioner may be authorized to sell and convey the whole of said real Estate as well as the Reversion of said intestate with incidental charges under such regulations as are provided by law

By O. B. Cole his atty

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

William Porter administrator of John Porter late of said County deceased intestate represents that the personal property of said intestate is insufficient to discharge the debts of the Estate (as will more fully appear by reference to a statement of the debts and credits of said Estate herewith filed) That the said intestate died seized in fee simple of the following real Estate situate in the County of Union part of survey No 5038 lying on the lower side of Darby Creek Beginning at 2 honey locusts lower corner on the said survey No 5038 and upper corner to Lucas Sullivant Survey No 3311 thence with Sullivants line thence S. 53 W 80 poles to a bur oak thence N. 5 E. 50 poles to 2 White Oaks on the bank of Darby Creek thence down the same with the meanders thereof S. 50 E 18 poles S 83 E 41 poles S 40 E 22 to the beginning Containing thirty acres And also an other tract of land of twelve acres situate in said County of Union part of Survey No 5038 lying on the W side of Darby Creek Beginning at the lower corner on the bank of the creek it being the upper corner on the creek of the thirty acres above described & said corner is 2 White Oaks both cut down thence running S. 40 W 50 poles to 2 Bur Oaks thence 30 W 38½ poles to 2 jack Oaks N 40 E 56 poles to a forked locust & walnut on the bank of the Creek thence down the Creek with the meanders thereof to the place of beginning your Petitioner further represents that said intestate died leaving Hannah Porter his widow & John Porter Jesse Porter John McDowee & Mary McBanne Robt McCampbell & Elizabeth McCampbell Maria Porter Lucinda Porter Susan Porter Martha Porter his heirs and legal representatives your Petitioner therefore prays that the said Hannah Porter and the above mentioned heirs may be made defendants to

Union Com. Pleas

Wm Porter Admr of
John Porter decsd
vs } Sub in Chy
Widow & Heirs

Served by leaving
Copies with the Defendants
Ladies April 23rd 1839
William Porter
Filed Apl 26. 1839
Jas. H. Gill Clk

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Hannah Porter widow of John Porter decd and Lydia Porter John McDowell and Mary his wife. Robert McCampbell and Elizabeth his wife Maria Porter Lucinda Porter. Susan Porter and Martha Porter Heirs and legal representatives of of John Porter decd to appear before our Court of Common Pleas in and for the County of Union aforesaid at the Court House in said County, on the 25th day of this Inst to answer the matters and things contained in a petition in Chancery exhibited against them by William Porter Administrator of the Estate of John Porter decd 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 in and for the County aforesaid at Marysville this 16th day of April A.D. 1839

James H. Gill Clerk

Admnt. of John Porter dec'd
application to sell lands
Exhibit
Filed April 30. 1839
Jas. H. Lee Clk

Amt of sale Bill of the personal Estate of John Porter dec'd $ 298.14
debts due said Estate — — — — — " 68.50

$ 366.64

Debts and accounts against the Estate $ 648.50
Debts paid by the Admr 23.00

$ 671.50
366.64

for which there is nothing in the hands of the Administr to pay 304.86 Balance due

William Porter admr

By J. McCoole his atty

Union Com. Pleas

Wm Porter admr
of John Porter decsd
vs } Sci fa
Hannah Porter et al

Filed Nov. 5. 1839
James H Geiselbr

Notice.

In pursuance of an order of the Court of Common Pleas, of Union County & State of Ohio, at their July term, A. D. 1839, John Porter junior, is hereby notified that on the 8th day of April, A. D. 1839, William Porter Administrator of the estate of John Porter, deceased, filed a petition in said Court making said John Porter junior and others defendants. The object and prayer of which petition is that the following real estate (or as much thereof as shall be necessary) may be sold to pay the debts against the estate of the said John Porter deceased.

Said real Estate consists of two tracts Bounded and described as follows, to wit: part of Survey No 5038 lying in Union county on the lower side of Darby creek; beginning at two honey locusts, lower corner on the said Survey No 6038, and upper corner to Lucas Sullivants Survey No 3311; thence with said Sullivants line S 53 degrees E 50 poles to two white oak on the bank of Darby creek; thence down the same with the meanders thereof S 50 degrees E 18 poles S 83 degrees E 41 poles, S 40 degrees E 22 poles to the beginning, containing thirty acres.

And also, twelve acres situate in said county, part of Survey No. 5038, lying on the west side of Darby creek, beginning at the lower corner on the bank of said creek it being the upper corner on the creek of the thirty acres above described, and said corner to two white oaks, both cut down, thence running S 40 degrees W 50 poles to two bur oaks; thence 30 degrees W 38½ poles to two jack oaks; thence N 40 degrees E 56 poles to a forked locus and walnut on the bank of the creek; thence down the creek with the meanders thereof to the place of beginning.

And said John Porter, junior, is further notified that unless he appear and plead answer or demur to said petition within sixty days after the next term of said court said Wm. Porter Administrator, at the next term after the expiration of said sixty days will apply to said court to take the matters of said petition as confessed and decree thereon accordingly. By

P. B. COLE, his Att'y.

July 17, 1839. 24†6

Stephen McLain one of publishers of the Union Star a news paper printed & general circulation in the County of Union) makes oath & says the notice hereto attached was published for six consecutive weeks previous to setting of this act Jany of this Court in said paper

Stephen McLain

Sworn to in open Court Nov 5. 1839
James H. Gill Clerk

Union Com Pleas

Wm Porter Adm'r

vs

E Anson

Susan Martha Porter

Infant defts

Filed May 20 1840

J H Gill Clk

Wm Porter Adm of
John Porter dec'd
vs
Hannah Porter et al

Court of Comm. Pleas May Term
in the year 1840
Petition to sell Land

The separate answer of Susan Porter
Infant defendant to said Petition
who the said Susan Porter infant sworn by A Hall
her guardian ad litem now comes & for answer
to said Petition says. that she can in nothing
gainsay the facts & allegations in said Petition
but consents to the prayer of the same

A Hall Guardian
ad litem

Wm Porter Adm of
John Porter dec'd
vs
Hannah Porter et al

Court of Comm Pleas May Term 1840
Petition to sell Land

The separate answer of Martha Porter infant
defendant, to said. who the said Martha Porter now comes by
A Hall her guardian ad litem & for answer to said
Petition says that she cannot gainsay the fact & allegations
charged in said petition - but that she consents to
prayer of the same

A Hall Guardian
ad litem

Union Common Pleas

William Porter admr &c

vs } Report of Sale

Hannah Porter et al

Filed July 7. 1840

516
3½
3) 581.00
166-55
320.66 2/3

48) 5220.00 (7.61.4
2944
260
232
280
240
40
576
576
00

43
11
43
43
473
455
18

23. 23

Return of Sale made by Administrator

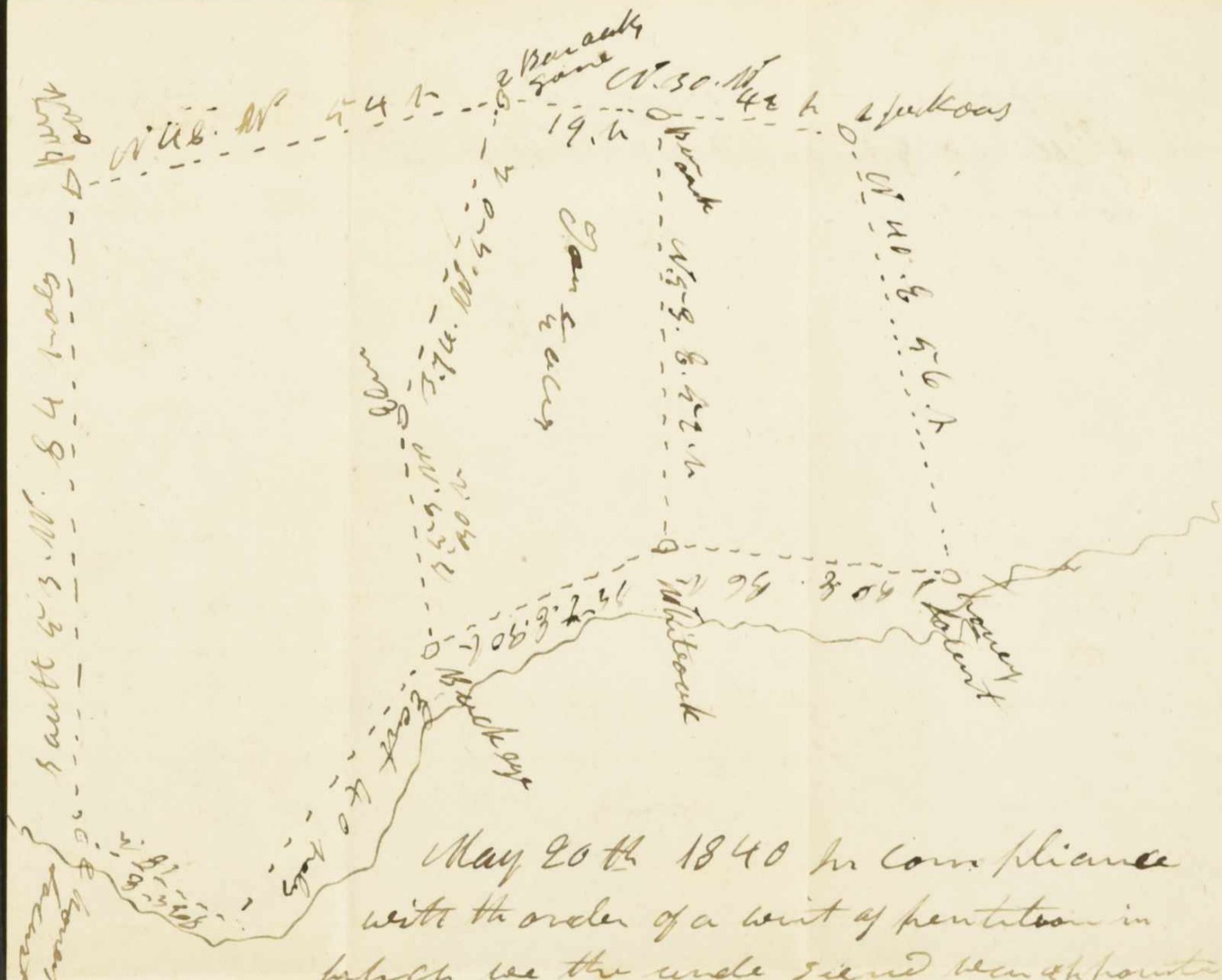
In pursuance of an order made in this cause at the May term of the Court of Common Pleas of Union County, I sold to Jacob Fairfield at public auction on the 6th day of July inst between the hours of 10 o'clock A.M. and 4 o'clock P.M. on the premises the real estate in said petition described. subject to the dower estate of the said Hannah Porter as herein before assigned, for the sum of four hundred and seventy dollars,

one third in hand, one third in six months, and the residue in one year from this date - having given notice of said time and place of sale by advertising the same ~~four~~ for four weeks successively prior to said day of sale in the Union Star a newspaper printed in the said County of Union

July 7th 1840.

William Porter Admr
of the estate of John Porter
deceased

I hereby certify that Mon man Chief man
William Galinel and William B. Green were sworn
to make peace



May 20th 1840 In Compliance
with the order of a writ of pentition in
which we the undersigned been appointe
commission is to make partition or set of Dower in
the farm of John Painter Late of Union County
Ohio after being duly sworn as the Law directs
after make ing actual survey of the same and find
in the amount to be forty three acres & apprise
the same at five hundred and sixteen dollars and have
set of to the widow for her dower ten and one fourth
acres which we apprises at one hundred and seventy
two dollars set of by the following bounds be gin
ing at a buck eye on the bank of the creek then
up a small run South 53 W 30 p S 74 W 50
poles to the Back line of the Lot then with sd line
N 30 W 19 p to a Burr oak then N 53 E 56 p to
a White oak on the bank of the creek then down the
creek to the be gin ing as will appear by the
anexed plat. Which dower reversion we appraise
at thirty five dollars

William B. Irwin
Wm Gabriel Jr
Norman Chipman

I here by certify that Norman Smith William Gabriel & Wm B. Green were sworn on the above writ as the law directs this 20th day of May A.D. 1840

David Burnham J.P.

Union Com pleas

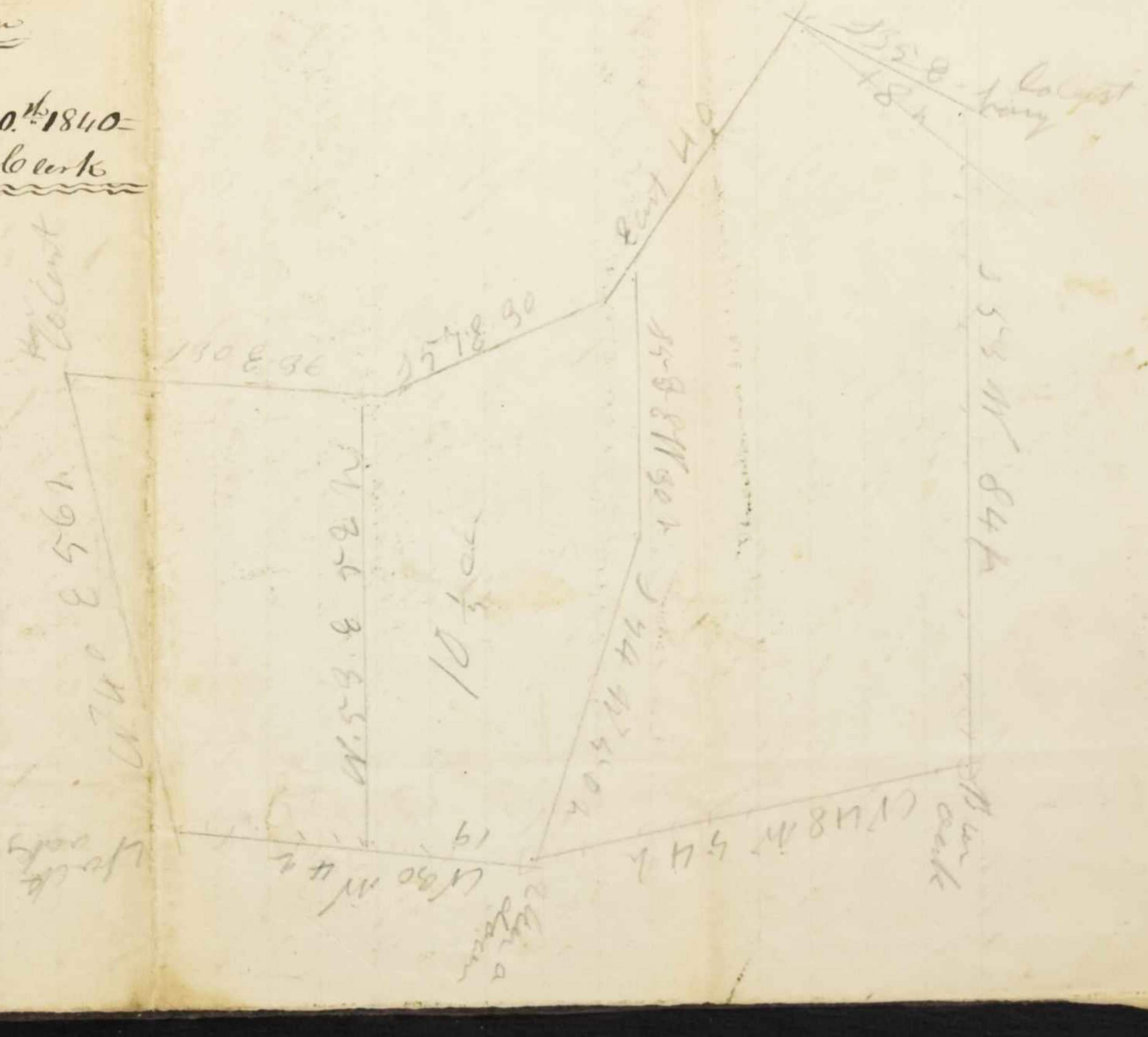
Wm Porter admr

vs Report of Commissioners to assign Dower

Hannah Porter

Filed May 20th 1840

J. H. Gill Clerk



State of Ohio Union County ss:

To the sheriff of said County Greeting:

We command you that by the oaths of Wm B Irwin Wm Gabriel Sr. and Norman Chipman you cause the lands & premises which were of John Porter late of said County deceased - to wit 42½ acres bounded and described as follows - to wit in the County of Union part of survey No. 5038 lying on the lower side of Darby Creek. Beginning at 2 honey locusts. lower corner on the said survey No 5038, and upper corner to Lucas Sullivant Survey No. 3311: thence with Sullivants line thereof S. 53. W. 80 poles to a burr oak: thence N. 53. E 50 poles to 2 white oaks on the bank of Darby Creek thence down the same with the meanders thereof S. 50. E 18 poles S. 83 E 41 poles S. 10. E 22 poles to the beginning containing 30 acres: and also another tract of land of 12 acres situate in said County of Union - part of survey No 5038 lying on the west side of Darby Creek beginning on the lower corner on the bank of the Creek it being the upper corner on the creek of the 30 acres above described and said corner is 2 white oaks both cut down thence running south 10 west 50 poles to two burr oaks - thence 50 west 38½ poles to jack oaks N. 10 E. 56 poles to a forked locust and walnut on the bank of the creek. thence down said creek with the meanders thereof to the place of beginning - Had in actual view and the dower rights of Hannah Porter widow and relict of John Porter decd to appertain and set off to her. and forthwith to make report of your proceedings to this Court: Witness James W. Gill Clerk

Clerk of the Court of Com. Pleas. at the Court House in Marysville this 19th day of May A. D. 1840

Jas W. Gill Clerk

No. 39-CH-4

UNION COMMON PLEAS COURT.

Elisha White
Plaintiff

against

William Ward
Defendant.

JUL TERM, 1840

Ref'd to Master Comr.

Journal 2 Page 243

Record No. No Record. Page

Ex. Doc. Page

Superior Ct. Pleas

Elisha White
vs
Wm Ward
} in Chancery

To foreclose mortgage

Filed April 22. 1839

James H. Gill Clerk

To the Honble the Court of Common Pleas of Union County in Chancery Setting

Elisha White assignee of Peter Sharp of said County represents that William Ward of said County (and whom your orator prays may be made Defendant to this Bill) being seized in fee of a certain tract of Land situated in said County of Union and described as follows Beginning at a beech on the Darby Road thence N. 10 W 260 poles to a sugar tree and beech thence S 8 W 100 poles to 3 beeches thence S 9¾° E Seventy five poles to a stake and heap of stones on the north side of the south fork of Indian Run thence N 62½° E 42 poles to a stake on the south side of said Run thence S 9¾° E 164 poles to a stake near the road thence with the road 72 poles to the beginning Being part of Survey No 3452 and containing one hundred and nine acres and the said William Ward being in want of Money to the amount of $263.50. he did on the 20th day of January 1837 apply to said Peter Sharp to lend him said 263$. to be secured by mortgage on said premises that said Sharp did loan said Ward said sum of 263$. and thereup said Ward to secure the repayment of the same with lawful interest by his deed duly executed and dated on the day and year aforesaid conveyed said premises to said Sharp in fee simple but subject nevertheless to a condition of defeasance on the payment of said sum of 263$. with lawful interest, 133$ thereof on or about 20th day of January 1838 and 130$. payable in like manner on the 20th of January 1839 as in and by said mortgage herewith filed will more fully appear. Your orator further charges that said Wm Ward executed and delivered to said Sharp his two negociable notes of hand as evidence of his indebtedness to said Sharp payable as aforesaid which notes accompanied said Mortgage and were then and there assigned and delivered to your orator by said Sharp

whereof the said Ward had notice

Your Orator further represents that neither the said sum of 133$ nor the said sum of 130$ nor any part thereof to your Orator at the times limited in that behalf whereby the legal estate became vested in your Orator redeemable nevertheless in Equity on the payment of the principal and interest due and to be come due thereon. That the said sum of 263$. principal and a large amt of interest thereon being due he applied to said William Ward and requested him to pay the same to your Orator which he has hitherto wholly neglected and refused to do

Your Petitioner therefore prays that the writ of Subpoena may issue against the said Ward that he may be compelled to answer all and singular the premises that an account may be taken of what is due to your Orator for his principal and interest upon said Mortgage, that said Mortgaged premises 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 will ever pray &c 133

R. Lawrence his Solr

E. White
vs
Peter Sharp

Demurrer

Filed July 9. 1839
James H. Lee Clk

Elisha White
vs
William Ward

In Hancock Comon Pleas
In Chancery - Demurrer

The said William Ward by protestation not confessing all or any of the matters and things contained in Complainants Bill to be true in manner & form as they are therein set forth do demur to said Bill and for cause of demurrer show that the Complainant has not by his said bill made such a case as entitles him in a Court of Equity to an answer to his said Bill from this defendant or any relief against him nor does complainant shew by his bill any right to a decree of foreclosure upon said Bill against this defendant. Wherefore and for divers other good causes of demurrer appearing therein Defendant prays ~~the Court~~ the judgment of this Court whether he shall be compelled to make any other or further answer to said Bill and he humbly prays to be hence dismissed with his costs in this behalf sustained

By N Hall
his Sol

William Ward
To } deed of
mortgage
Peter Sharp

Filed and recorded
January 25th at 1 o'clock P.M.
1837 in volum 5 page
446 & 7 J. B. Smith Recr
Pfle

Fees paid receipt out

This indenture made this ~~twentieth~~ day of January one thousand hundred and thirty seven
Between Wm Ward of the County of Franklin the State of Ohio of the one part and Peter Sharpe
of the county of union and state aforesaid of the other part witnesseth that the said Wm Ward for
And in consideration of the sum of two hundred sixty three dollars to him paid by the said P Sharpe
The receipt whereof is hereby acknowledged hath granted bargained and sold and by these presents
Doth doth grant bargain sell alien and confirm unto the said P Sharpe and to his heirs and assigns
forever all that tract or parcel of land situate in the County of Union in the state of Ohio
To wit part of entry No 3452 on the waters of indian run a branch of the scioata river
Begining at beach on the darby road thence north ten degrees west two hundred and sixty
Poles to a shugertree and beech thence south eight degrees west one hundred poles to three
Beches thence south nine and three fourths degrees east seventy five poles to a stake and
Heap of stones on the north side of the south fourke of indian run thence N 62½ E forty two
Poles to a stake on the south side of said run thence south 9¾ east one hundred and sixty
four poles to a stake nere the road thence with the road seventy two poles to the
Begining containing one hundred and nine acres to have and to hold the premises aforesaid
With all the privileges and appurtenances thereunto belonging or in any wise appertaining
unto him the said P Sharpe and his heirs executors or administrators or assigns forever. Provided always
and ~~upon this condition~~ that if the said William Ward his Heirs, Executors or Administrators
shall pay or cause to be paid to the said P Sharpe the sum of two hundred and sixty three dollars

Together with the interest that may accrue thereon in manner particularly specified in a
certain note or obligation bearing even date herewith executed by the said Wm Ward
To the said Peter Sharpe that then and from thenceforth these presents and every
thing herein contained shall cease and be void any thing herein contained to the contrary
Notwithstanding in witness whereof the said William Ward has hereunto set his hand and
seal, the 20th day of January A. D. 1837. The above interlineation made before signing.

Signed, sealed and delivered
in presence of

Henry Hyland
Otway Curry

William Ward (Seal)

Before me Otway Curry a justice of the peace in and for the County of Union and State
of Ohio personally came William Ward, signer and sealer of the above instrument and
acknowledged the same to be his voluntary act and deed for the precise purposes
therein expressed. Given under my hand and seal this 20th day of January A. D. 1837.

Otway Curry (Seal)
Justice of the peace

Value Received

One year after date I promise to pay Peter Sharp or order one hundred & thirty three dollars with interest from date. Witness my hand this 20th day of January AD 1887

William Ward

Rec'd Jany 20th 1837 $3.00 on the within

Rec'd March 29th 1838 $4.[illegible] Dollars

Pay the order of [illegible] one bill

on Hampshire bank Cincinnati No 2655

one on [illegible] Dollars Lancaster 20

February 1st 1839 one Do on Lancaster 241 in all

$4.40 Dollars

Peter [illegible]

Pay the order

February 13. 1834

Peter Sharpe

Mr Ward's
Note

Two years after date I promise to pay Peter Sharp or order one hundred & thirty dollars with Interest from date for value received

Witnessing hand this 20th day of January AD 1857

William Ward

Decree final
White vs Mace

Elisha White
Wm Ward } vs McLaneen

This cause comes on to be heard on the Bill demurrer and Exhibits and upon hearing the arguments of counsel the demurrer is over ruled and the defendant failing further to plead answer or defend it is considered ~~that~~ by the court that the bill of complainant be taken for confessed. And ~~the~~ upon examination the court do find that there is due complainant from defendant the sum of two hundred and fifty eight dollars and and sixty cents for his principal and interest on account of said Mortgage it is therefore ordered and decreed that ~~that~~ this cause be referred to the master Commissioner that a valuation of said premises and sale there of may be made by such master and that the monies arising therefrom be applied to the payment of said sum of 258.60/100 and the costs of this application and ~~that~~ it is further ordered by the court that the said master in the sale of said premises be governed by the laws regulating sales of real Estate on executions at Law and this cause is continued

Transcript

Union Com Pleas

Elisha White

vs

William Ward

Filed Apl 26. 1839

Jas H Gill Clk

Elisha White
vs
Wm Ware

Debt $ 91.00
Int 10.43
Int and the judgt
$6.00
Judgt 12½
Recog 25
Ex 25

June 21st 1838 Writ filed and suit brought by Elisha White against William Ward for one hundred and forty three dollars with Int from date Executed June 20th 1837 payable one year after date Credit June 20th 1838 received three dollars March 29th 1838 Forty dollars rec'd

June 14th 1839 the defendt in the above cause appeared without process and confessed judgt for one hundred dollars and 43/100 and costs of suit with Emanuel Baker for Bail

In the action of Elisha White against William Ward I Emanuel Baker do acknowledge myself bail for William Ward for stay of Execution for the sum of one hundred dollars and 43/100 and costs of suit to be levied of my goods and chattels lands and tenements if default be made in the conditions following which is that the said Ward shall pay the amount of the judgt rendered in the action aforesaid together with the int and costs and costs that may accrue

Emanuel Baker

Taken signed and acknowledged this 25 day of June 1838.

John M Campbell J.P.

Feb 16th 1839 I found Ex against the defendt in the above cause and delivered the same to James Robinson Const Returned the 18th indorsed no property found whereon to levy

Costs fees $ .60 cts

Apl 19th 1839 I do hereby certify the above to be a true copy of my proceedings in the above cause

John M Campbell J.P.

258.60

100.43
5.50
95

50
11
550

130
7.80
3.85

6.50

106.43
50
106.95
95

130
780
385
141.65
106.95
258.60

Union Com Plea

Elisha White
vs } Sub in Chy
Williams Ward

Serv ——— 35
Mil ——— 90
Copy ——— 15
$1,40

Filed April 23. 1839
James H. Lee Clk

Served by delivering
a certified Copy
R Clark Sheriff
April 23d 1839

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon William Ward Res. to appear before our Court of Common Pleas in the County of Union at the Court House in said County on the 25th Inst to answer the matters and things contained in a Bill in Chancery exhibited against him by Elisha White assignee of Peter Sharp and this he shall in no wise omit under the penalty of one thousand dollars and have you then there this writ

Witness James H. Lee
Clerk of the Court aforesaid
at the Court House in Marysville
this 22nd day of April 1839

James H. Lee Clk

Union Common Pleas

Elisha White
vs
Ann Hart

Order of Sale

Serv	35
Mile	8
Advty	25
	.65
Printer	$2.25
	$2,90

Filed April 10th 1845
John Cafore Clk

Rec'd this writ Oct 14. 1844 & offered the property for sale on the 20th day of February 1845 at the Court House in Marysville Union County Ohio agreeable to the Statute having previously advertised the same according to law — No sale for want of Bidders —

James Hunter Sheriff
By Chauncey

The State of Ohio }
Union County ss } I John Bassil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the following entrys are truly taken and copied from the Journals of said Court

" Elisha White }
vs } In Chancery July Term A D 1839
William Wood } To foreclose Mortgage

This cause comes on to be heard on the bill Demurrer and exhibits and upon hearing the arguments of Counsel the Demurrer is overruled and the Defendant failing further to plead answer or defend It is considered by the Court that the bill of Complainant be taken for confessed and upon Examination the Court do find that there is due Complainant on account of his said Mortgaged from Defendant the sum of two hundred and fifty Eight dollars and sixty Cents for his principal and interest upon the same. It is therefore ordered and decreed by the Court that this case be referred to Silas G. Strong Special master Commissioner that he cause a valuation of said premises and that he proceed and sell said Landy and that the moneys arising therefrom be applied to the payment of said sum of 258 $ 60/100 and the Costs of this application and it is further ordered by the Court that the said Master in the sale of said premises be governed by the laws regulating sales of real Estate on executions at Law and this cause is continued"

And afterwards to wit, at the July Term of said Court A D 1840 this cause was "referred to Master Commissioner under former Order" - And afterwards to wit at the October Term of said Court A.D. 1844 this cause was continued under former Order

In testimony whereof I do hereto subscribe my name affix the seal of said Court this 14th day of October A D 1844 John Bassil Clerk

Chancery Case File

Case No. 1839-CH-0005

No. 39-CH-5

Union Common Pleas Court.

Joseph Willson et al
Plaintiff,

AGAINST

Aaron B Nott, et al
Defendant.

OCT TERM, 1839

Partition

DECREE FOR PLAINTF

Journal 2 Page 174

Record No. 3 Page 320

Ex. Doc. Page

Pltfs of E Wilson
vs
Widow & husband
for assignment of Dower
Filed April 22 1839
James H. Gilchrist

4414
3004
918
44
201

To the Hon'ble the Judges of the Court of Common Pleas in and for the County of Union

Joseph Wilson Miles Winchester and Susan his wife formerly Susan Willson and William, Charles, Daniel Hanny, George, Luther, Ralph R. and Delly Wilson minors and heirs and Legal Representatives of Emery Wilson late of this County deceased rebeld (the said Joseph Miles and Susan for themselves and the minors heirs aforesaid by their next friend Joseph Wilson) respectfully represent. That said Emery died intestate and said estate was not encumbered by debts and administration on the same has been omitted. That said Emory died leaving Tilinda Wilson his widow and mother of your petitioners that she subsequently married one Aaron B Nott now of this County that the Father of your petitioners died seized in fee of the following real Estate laying in this County. containing one hundred acres lying on Blues Creek and Beginning at 2 Beeches Ironwood and Sugartree S East corn to lands owned by John Gamble thence N. 80 E 160 poles to 3 Beeches thence S 10 E 100 poles to 3 Elms thence S 80 W 160 poles to 2 Beeches and an Ironwood thence N 10 W 100 poles to the beginning That said Nott is intemperate to a degree beyond any thing you know and has control of the whole Farm which is improved and Valuable, your petitioners therefore pray that said Tilinda and Aaron B Nott may be made defendants and that such proceedings may be had that dower may be assigned by metes and bounds in said premises to said Notts and that your petitioners may enjoy the balance clear of encumbrance as they should and they ought and as in duty bound they will ever pray and so forth By W. B. Lawrence Sol for petitioners

Union Com. Pleas

Joseph Wilson et als
vs. Sub in Chy

A. B. Nott & Celinda his wife

Serv	55
Mil	30
Copy	15
	$1,00

Filed Apl 23. 1839

James H. Lee Clk

Served by Delivering a certified Copy to A B Not C Not not found

R Clark Sheriff

April 22nd 1839

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Aaron B. Nott and Celinda Nott his wife to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the first day of next Term to wit on the 25th Inst to answer the matters and things contained in a Petition in Chancery exhibited against them by Joseph Wilson and others Heirs of Emery Wilson deceased and this they shall in no wise omit under the penalty of One thousand Dollars and have you then there this writ

Witness James H. Gill Clerk of the Court aforesaid at the Court House in Marysville this 22nd day of April A.D. 1839

James H. Gill Clerk

Joseph Wilson et al
vs
Belinda Nott et al

Answer of Belinda
Nott

Filed July 12. 1839
Jas. H. Gill Clk

Joseph Wilson et al
vs
Celinda & Aaron B Nott

Union Com pleas July Term 1839

~~[illegible]~~

Petition for a sequestration of Dower

The separate answer of Celinda Nott to a petition ~~fil~~ exhibited against herself & Aaron B Nott by Joseph Wilson et al in Union Com. pleas

The said Celinda Nott for answer says that she cannot gainsay the allegations in complainants said petition - But consents that the prayer of the same may be granted

By P B Cole her atty

Lenawee Circuit Court Plea
Joseph Millard et al
vs
Henry B. Porter et al
Filed Dec 27 1839
James A. Eldridge Clk

executed this writ by the oaths of Lewis Phelps
Jas Cluggage and D McAlester as Commissioners
and Lewis Phelps Surveyor R Clark & S Gansler
Chain carrier & J Butler marker the report
of said Comrs is hereunto annexed which I ask
to be taken as part of my return

H Clark Sheriff

Sheriff fees

Serv	34	Comr fees	300
Call Inquests	100	Surveyor	200
Mil	24	Chain Carrier	150
	$1,60	Marker	74
			7,34

Union County Court of Com. Pleas of the Term of July A.D. 1839

Joseph Wilson Miles Winchester & Susanna his wife & others vs Aaron B. Nott and Celinda his wife

For assignment of Dower

This cause comes on to be heard upon the application of Complainants and the answer of Celinda Nott assenting to the prayer of said petitioners, and the said Aaron B. Nott failing to plead answer or demur to the said application. It is considered by the Court that the petition as to this deft be taken for confessed It is therefore ordered that said Defendants be endowed of one equal third part of the lands in the said petition described and It is further ordered that a writ issue to the Sheriff of this County of Union commanding him that by the oaths of three disinterested Judicious men of the vicinity who are not of kin to either of said parties he cause such dower to be assigned and set off to said defendants agreeably to the Statute in such case made and provided and it is further ordered that complainants pay two thirds of the costs of this application and that deft Aaron B. Nott pay the remaining one third part of said costs

I certify that the above is taken and correctly copied from the Records of Union County Court of Common Pleas at the Term above written Given under my hand and Seal of office at Marysville this 23d day of July A.D. 1839

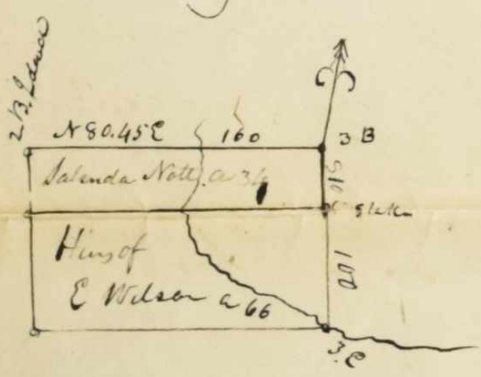
James H. Gill Clerk

At the Instance of Duncan Clark Sheriff of the County of Union We the Subscribers proceeded on the 23rd day of July 1839 to Lay Off by Meets and Bounds the Dower of Salinda Nott being the equal and third part of the real estate of Emery Wilson Decd being in all one hundred acres of Land after being duly sworn we proceeded to sett off said down in the following manner to wit, Beginning at three Beeches north east corner of the premises aforesaid thence with the line connecting the corners thereof S 80.45 W 160 poles to a stake near a beech tree marked as a corner the only Original corner tree now standing south east corner to Lands owned by John Gamble thence with the Orgl west line S 10 E 34 poles to a stake thence N 80.45 E 160 poles to a stake in the east Original line of the said Emery Wilson decd land thence with his line N 10 W 34 poles to the Beginning Containing thirty four acres

Levi Phelps

James Chrisage

E. Walkster.



Assignment of
Dower
for Missouri State
vs.
Aaron B. Nott

Joseph Wilson Miles Winchester and Susan his wife et als.
vs
Aron B. Nott ~~his wife~~ said Celinda his wife

} On assignment of Dower

This cause comes on to be heard upon the application of Complainants & the answer of Celinda Nott assenting ~~and~~ to the prayer of the said Petitioners and the said Aron B. Nott failing to plead answer or demur to said application it is considered by the Court that the petition as to him be taken for confessed it is therefore ordered that said defendants be endowed of one full equal third part of the lands in the said petition described and it is further ordered that a writ issue to the Sheriff of the County of Union commanding him that by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of said parties he cause such dower to be set off and assigned to the said defendants ~~and~~ according to the statute in such case made and provided. And it is further ordered by the Court that Complainants pay two thirds of the costs of this application and defendant Aron B. Nott the remaining one third part of said costs

No. 39-CH-6

Union Common Pleas Court.

William & Chamberlain
Plaintiff,

AGAINST

Cyprian Lee
Defendant.

April 1843

Settled at Defendt Cost,

Journal 3 Page 104

Record No. 4 Page 250

Ex. Doc. Page

Williams & Chamberlin

C. Lee & Wife

Bill

Filed Apl 25. 1839

Jas. H. Lee Clk.

Recorded

Finch

Jan Subpoena for Defendants Lee & Mary Lee his wife returnable forthwith

Served

Feb 2 1839

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

Hosea Williams & Charles C. Chamberlin Partners
trading under the name & firm of Williams & Chamberlin
represent that Cyprian Lee & Mary Lee his wife
of Marysville in said County (whom your orators
pray may be made defendants to this Bill) being or
pretending to be seized in fee simple of a certain
tract of land situate in said County of Union &
described as follows. a part of Survey No. 6293 in
the Virginia Military district entered & surveyed in
the name of Butler Claibourne & being that part of said
Survey contained in the following boundaries to wit, Begin
ning at an ash tree the original South west corner of
said Survey No. 6293, thence N. 18° W 305 poles to a
Sugar tree a corner to John Shishler's land, thence
with Shishler's line N 84° E. 153½ poles to a stake
& Beech tree, thence with another of said Shishler's
lines N. 5° W 117 poles to a stake; thence N 84° E
80 poles to a stake a corner to Adam Shafer's land
witnessed by 2 water ashes, thence S. 5° E. 182 poles
to a stake in the Marysville & Bucyrus road; thence
S. 30° W. with said Road 60 poles to a stake
thence S 89° E. 39 poles to a large ash on the
North side of Fulton's creek; thence S. 65° E.
20½ poles to a Buckeye Northwest corner to Robert
Cortrell's land. thence S. 3° 30' E. 140 poles to a
Hickory ash & Lynn in the original South
line of said original survey No. 6293, thence
S. 73° 20' W. 190 poles to the beginning containing
four hundred & sixteen acres — And the said
Cyprian Lee ~~having~~ wishing to purchase goods did
on the twenty fifth day of June 1835 apply to
Hosea Williams of the County of Delaware Ohio to sell
him the said Lee goods & the said Williams sold to
the said C. Lee goods to the amount of Eleven hundred

& fifty one dollars & fifty seven cents & the said C. Lee then took the goods & gave the said Hosea Williams a promissory note in writing for that sum payable in one year to his the said Williams order with interest at seven per cent. per annum & agreed to execute & deliver to said Williams a mortgage on the above described land to secure the payment of the same & thereupon afterwards to wit on the 3d day of July A.D. 1835 to secure the payment of the said sum of $1151.57 with interest as aforesaid the said Cyprian Lee & Mary Lee his wife by their deed duly executed & dated on or about the 3d day of July 1835 conveyed the aforesaid real estate to said Hosea Williams in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of $1151.57 with interest as aforesaid thereon on the 25 June 1836 as in & by said Deed of mortgage, a copy of which is hereunto filed & made part of this bill will more fully appear — Your orators further represent that afterwards on the 11th day of January 1838 the said Hosea Williams endorsed the said note to your orators & also assigned all his interest in said Mortgage to them for value received — Your orators further represent that neither the said sum of $1151.57 nor any part thereof ~~[illegible]~~ was paid to your orators at the time in that behalf: whereby the legal estate in said premises became vested in your orators, redeemable nevertheless in equity on payment of the principal & interest due & to become due thereon: That the said sum of $1151.57 principal & a large arrear of interest thereon being due your orators applied to the said Cyprian Lee & requested him to pay the same to your orators which he has hitherto wholly neglected & refused to do

Your Orator therefore prays that the writ of Subpoena may issue against the said Cyphian Lee & Nancy Lee, that they be compelled to answer all & singular the premises, that an account may be taken of what is due to your orator for the principal & interest upon said mortgage, that said mortgaged premises may be sold & the proceeds thereof applied to the satisfaction of said principal & interest: and that your orator may have such other & further relief in the premises as equity & good conscience may require

S. Finch
Pltff Sol.

Sectaria 11 Jany 1838 - I do hereby assign all my rights title and Interest to the within Mortgage to Williams & Chamberlin

Horace Williams

Assignment of Mortgage
Hosea Williams

5

Filed & Recorded July 4 1835
in Book 4 page 530 & 102
P B Smith Rec
By W Stale

Fees $1.80
Recorded

115157
7
80.60.77
4
322.40
155
167.40
1151.57
1318.97
5.50
#1322.47

85
40
30
155

10.82
40
13.22

10/80.60
6.21
3 105
38
3.49

This Indenture Made this third day of July in the year of Our Lord One Thousand Eight hundred and Thirty five By & between Cyprian Lee and Mary Lee his Wife of Marysville Union County Ohio of the first part – and Hosea Williams of the County of Delaware and State of Ohio of the Second part – Witnesseth that the said Cyprian Lee and Mary his wife; for and In consideration of the Sum of Eleven hundred and fifty One Dollars and fifty Seven cents; Lawfull Money of these United States; to them in hand well and truely paid; By the said Hosea Williams; the receipt whereof Is hereby acknowledged; Have granted Bargained Sold Released conveyed And confirmed; and by these presents do grant Bargain Sell release convey & confirm Unto the said Hosea Williams and his heirs and assigns forever All that Lot Tract piece or parcel of Land situate Lying and Being in the County of Union and State of Ohio Being a Part of Survey No 6293 in the Virginia Military District Entered and Surveyed in the Name of Buller Claiborne And Being that part of said Survey contained in the following Boundaries to wit Beginning at an Ash tree the Original Southwest corner of said Survey No 6293 Thence N 18° W 305 poles to a Sugar tree a corner to John Shishlers Land Thence with Shishlers Line N 84° E 153½ poles to a Stake & Beach tree Thence with Another of said Shishlers lines S 5° W 117 poles to a Stake Thence N 84° E 80 poles to a Stake a corner to Adam Shafers Land witnessed by 2 water ashes Thence S 5° E 182 poles to a Stake in the Marysville & Bucyrus road Thence S 30° W with said Road 60 poles to a Stake Thence S 89 E 39 poles to a large ash on the North side of Fullons Creek Thence S 65 E 20½ poles to a Buckeye Northwest corner to Robert Cortrells Land Thence S 3° 30' E 140 poles to a Hickory ash and Lynn in the original South Line of said Original Survey No 6293 Thence S 73° 20' W 190 poles to the beginning containing Four hundred and Sixteen Acres And all the Estate right title Interest claim and demand of them the said Cyprian Lee & Mary his wife; Of in and to the said premises and every part and parcel thereof Together with all and singular the privileges and appertenances to the same Belonging or in any wise appertaining; And the rents issues and profits thereof To Have And To Hold the premises hereby bargained and Sold or Meant or intended so to be With the appertenances to the only proper use & behoof of the said Hosea Williams his heirs & assigns forever And the said Cyprian Lee and Mary his Wife for themselves and heirs Executors and administrators; do promise covenant and agree To and with the said Hosea Williams his heirs Executors and administrators & assigns that they are the true and Lawfull owners of the premises; hereby granted and have good Right full power and Lawfull Authority To Sell and convey the same in manner and form aforesaid; And further that they the said Cyprian Lee & Mary his wife and their Heirs Executors and administrators Will Warrant and forever Defend the aforesaid premises with their appertenances and every part and parcel thereof unto the said Hosea Williams his heirs and assigns against all persons claiming or to claim by from or under them or any of them or By from or under any other person or persons whomsoever

Provided Nevertheless and it is hereby Expressly Declared to be the true intent and meaning of these presents; that if the said Cyprian Lee his heirs Executors or administrators shall well and truely pay or cause to be paid; unto the said Hosea Williams or his certain attorney; Heirs Executors administrators or assigns the Sum of Eleven hundred and fifty one Dollars & fifty seven cents agreeable to the tenor of One certain Note Executed by the said Cyprian Lee & payable to said Hosea Williams – Which Note Bears Date June 25th 1835 With Interest to be computed at the Rate of Seven per centum per annum Then And in that Case the foregoing Indenture And every part thereof is to be void & of none Effect Otherwise to be and Remain in full ~~force~~ force & virtue

In Testimony Whereof the said Cyprian Lee & Mary his wife have – –

(Continued Over)

hereunto set their hands and seals this day and year
above written
Signed Sealed and acknowledged
in presence of us —

Cyprian Lee (Seal)

W. ~~[illegible]~~
Stephen McLain

Mary S Lee (Seal)

State of Ohio Union County ss

Before me Stephen McLain One of the aso=ciate Judges within and for the County aforesaid — Personally appeared Cyprian Lee & Mary Lee his wife and severally acknowledged the signing and sealing — of the foregoing Deed to be their free voluntary act and deed for the uses & purposes therein mentioned and the said Mary Wife of the said Cyprian Lee Being by me Examined Seperately and apart from her said Husband and the Contents of the said deed being Made Known & Explained to her Declared that she voluntarily & of her own free will and accord, without any fear or coertion of her said Husband Did and Now does act=knowledge the signing & Sealing thereof.

In Testimony whereof I have hereunto set my hand Officially this 3d Day of July A D 1835

Stephen McLain
Associate Judge

Union Com. Pleas

Williams & Chamberlain
vs
Subpoena
Cyprian Lee

Filed April 25. 1839
Jas. H. Lee Clk

Recorded

Serv — 34
Illegl — 5
Copy — 15
54

Served by Delivering a certified copy to Defendant
R. Clark Sheriff

The State of Ohio Union County ss.
To the Sheriff of Union County Greeting

We command you that you summon Cyprian Lee to appear before our Court of Common Pleas of the County of Union at the Court House forthwith to answer a petition in Chancery exhibited against him by Horace Williams & Charles C. Chamberlin partners trading under the name & firm of Williams & Chamberlin & this he 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 said Court at the Court House in Marysville this 25th day of April 1839

Jas. H. Gill Clerk

Union Common Pleas.

Williams & Chamberlin
vs.
Cyprian Lee and wife.

Decree,	$1322.47
Costs,	8.63½
Writ,	0.41

Recd. this order Dec. 30, 1842, & returned April 17, 1843, as per order of plaintiffs, herewith filed.

J. H. Wilkinson,
Master Com.

Dec 35
Writ 05
40

Williams & Chamberlin
vs.
Cyprian Lee & wife.
} In Chy.

This cause comes on to be heard upon bill, testimony & exhibits, and it appearing to the Court that the defendants till paid to plead, answer or demur to said Bill, it is ordered that the same be taken as confessed against the said defendants; and they find that the said Cyprian Lee is indebted to the said complainants on the mortgage set forth in said Bill, including principal and interest up to the first day of the present term of this Court, in the sum of one thousand, three hundred and twenty two dollars and forty seven cents - It is therefore ordered, adjudged and decreed that the said Cyprian Lee pay to the Master Commissioner of this Court the said sum of one thousand three hundred and twenty two dollars and forty seven cents, with interest from the first day of this term till paid, together with costs of suit, within thirty days from the rising of this Court; and that, in default thereof, the said Master Commissioner proceed to sell said real estate in said Bill described, and that, in conducting said sale, he be governed by the provisions of the act regulating judgments and executions at law; and that he report his proceeding herein to the next term of this Court, to which time this cause is continued.

I do hereby certify that the above is a true copy from the Journals of the Court of Common Pleas in and for the County of Union and State of Ohio, at their July Term, A.D. 1839. Witness my hand, and seal of said Court, this 30th day of December, A.D. 1842.

John Cassil, Clerk.

James M. Wilkinson Esq
Mast Com Navy

P. B. Lucas Esq

Filed April 17 1845
E. Carrington
Clk

Delaware Jany 5th 1842

James McAllister Master Car Mr. Loy

Sir – You will please not levy upon the lands of C. Lee until further orders from us

Respectfully Yours

William H. Chambers

Chancery Case File

Case No. 1839-CH-0007

No. 39-CH-7

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

James Burwick's heirs Defendant.

MAY TERM. 1840

DECREE FOR PLAINTF.

Journal 2 Page 190

Record No. 3 Page 334

Ex. Doc. Page

Union Com. Pleas

Lyne Starling
vs
Jn. Cry
Val. Berwick or hrs
& legal representatives

Lynn Starling
vs. } Notice
James Berwick &
Heirs &c.
Filed July 16. 1839
James H. Gill Clk

State of Ohio }
Union County } ss.

Personally appeared in open Court Stephen McLain, who being duly sworn deposes and says, that the annexed notice, was published in "Our Freedom and Union County Advertiser" a newspaper published and in general circulation in said County of Union, for six consecutive weeks, prior to the present term of this Court.

Printers fees $4.37. } Stephen McLain
Paid by Brush & Gillett. } Sworn to and subscribed in open Court the 12th day of July 1839.

Jas H. Gill Clk

STATE OF OHIO,
UNION COMMON PLEAS.
APRIL TERM, 1839.

Lyne Starling vs. James Berwick's heirs, and others	IN CHANCERY.

ON motion of the complainant and it appearing to the Court that the residence and names of the said defendants, heirs of said James Berwick are unknown, it is ordered that notice of the pendency of this suit and substance of the bill and prayer thereof be published in "Our Freedom and Union County Advertiser," a newspaper published and of general circulation in the county of Union, six consecutive weeks prior to the next term of this Court, and this cause is continued.

The bill aforesaid sets forth that James Berwich, in 1785, being the owner of Virginia Land Warrant No. 4036 of 2066⅔ acres, sold the same to one David Brudford but made an informal and insufficient assignment thereof—that said Brudford is dead, and that his heirs have caused the said warrant to be entered on certain lands in the name of said Berwick, and sold the same together with their interest in said warrant to complainant, and prays a decree for the assignment of said warrant &c. to complainant, and for general relief.

JAS. H, GILL, Clerk.

M. J. GILBERT, Sol. for Com'plt.

May 16, 1839. 16*6.

James Bradfords
Affidavit

State of Ohio
Franklin County } ss

James Bradford of Louisiana of lawful age being duly sworn deposes and says This deponent is son of David Bradford late of Washington Pa. Said David died on the 8th of January AD 1808, leaving as his heirs Jane Bradford since intermarried with Henry D Speer Abeland Bradford, Edmund Bradford, Sophia Bradford since intermarried with James M Bradford, David Bradford, Eliza Bradford since intermarried with James Challen, Matilda Bradford since intermarried with Clark Woodroff Octavia U. Bradford since intermarried with Isaac N Smith & deponent his Children and Elizabeth Bradford his widow, That the three first named have subsequently died without issue and that they died intestate, That the above named Matilda has since died leaving Octavia Woodroff her only heir and that her father Clark Woodroff is her Tutor or Guardian by the Civil Law, the parties residing in Louisiana

Subscribed & Sworn
to Before me as
witness my Land and Official
Seal March 7th 1829

Signed
J. Bradford Jr.

M B Gilbert
Notary Public
Fr. Co. O

Union Com Pleas

Starling

v

Berwick Et al

Voucher A

Filed Apl 25. 1839

James H. Lieb Clk

A

Land Office Military Warrant No 11036

To the Principal Surveyor of lands set apart for the Officers and Soldiers of the Commonwealth of Virginia

This shall be your warrant to survey and lay off in one or more surveys for James Berwick his heirs or assigns the quantity of Two Thousand Two Hundred and Sixty six and two thirds acres of land due to the said James Berwick in consideration of his service as first Lieutenant in the Virginia Continental line agreeable to a resolution of Assembly passed the 9th day of December 1785 agreeable to a certificate of the Governor & Council received into the Land Office Given under my hand and the seal of the said Office this fifteenth day of December in the year One Thousand Seven Hundred and Eighty five

(Seal)

John Harvie Ra. L. Off

Endorsed as follows

"Department of War
January 16th 1827.—

Under the existing laws I consider the within named Lieut James Berwick entitled to Twenty six hundred and Sixty six and two thirds acres of land

James Barbour
Secretary of War"

2. 666 2/3 Acres

Endorsed also in blank "J Berwick"

Union Com Pleas

Starling

vs

Pennick et al

Exhibit B

Filed Apl 25. 1839

James H. Lee clk

B

Washgt Nov 3. 1800

Dr Sir

On looking over my Scioto memorandum I find that the warrt issued to James Barrick was not assigned on the warrt. I have his assignmt on a distinct piece of paper with his receipt for the money paid for it. The survey can be made in his name and this voucher shewn at the Ld Office when patent is issued will authorize the patent to issue in my name, I thot proper to mention this circumstance having the opportunity Col Anderson will see the warrt was lodged by me or for my use and the money pd by me, Write me occasionally as you may have opportunities

Fraternally & respectly
David Bradford

Directed — "Mr William McCluney
at Chillicothe
or Falls of Ohio

Union Com Pleas

Stanley

vs

Derrick et al

Exhibit C

Filed Apl. 25. 1839

James H. Lee Clk

C

State of Ohio
Franklin County } ss

James Bradford of Louisiana being duly sworn deposes and says. This deponent is son of David Bradford late of Washington Penna. Said David died on the 8th of January AD 1808 leaving as his heirs Jane Bradford since intermarried with Henry Speer, Abelard Bradford Emily Bradford, Sophia Bradford since intermarried with James M Bradford, David Bradford, Eliza Bradford since intermarried with James Challen, Matilda Bradford since intermarried with Clark Woodruff Octavia A Bradford since intermarried with Isaac N Smith, and deponent his children and Elizabeth Bradford his widow That the three first named have ~~died~~ subsequently died without issue and that they died intestate, That the above named Matilda has since died ~~intestate~~ leaving Octavia Woodruff her only heir and that her father Clark Woodruff is her tutor or Guardian by the civil law, the parties residing in Louisiana

Subscribed and Sworn to
Before me as witness my hand
and Official Seal
March 7th 1839
M J Gilbert
Notary Public Fr. Co. O.

Seal

signed Jas Bradford
— of La —

Union Com Pleas

Lyne Starling

vs

Jas Berwick &c

Unknown heirs of

James Berwick

Exhibit "D"

Filed Apl 25. 1839

James H. Gill Clk

ID

1819
July 8th
No. 9918
333⅓ acres
withdn

James Berwick, and Abraham J. Williams, enter 1000 acres of land, on part of two military warrants, Berwick 666⅔ acres on No. 4036, and Williams 333⅓ acres on No. 5749, on Rush Creek: beginning at the Southeast corner of Rowland Madison's entry No. 9917, thence N. 78° E. 400 poles, thence and from the beginning N. 12 W. equal distance for quantity.

July 8th
No. 9936

James Berwick, enters 1000 acres of land, on part of a military warrant No. 4036, on Rush Creek: beginning at the South-east corner of Walter Dun's entry No. 9936, thence N 78 E, 400 poles, thence and from the beginning N 12 W. equal distance for quantity.

July 10th
No. 10020

James Berwick, enters 1000 acres of land, on part of a military warrant No. 4036, on the waters of Scioto, beginning at the Southeast corner of Robert Means entry No. 10019, thence N 78 E. 400 poles: thence and from the beginning N 12 W. equal distance for quantity.

Auditor of State's Office,
Columbus, March 9th 1839.

I, John A. Bryan Auditor for the State of Ohio, do hereby Certify the foregoing to be true Copies of Entries numbered 9918, 9936 and 10020, taken from the Records in this Office.

In witness whereof I have hereunto set my hand and affixed the Seal of Office, this 9th Day of March A.D. 1839.

Wm. Allen
Aud. of State

Union Com: Pleas.

Starling

vs

Berwick et al

Exhibit H

Filed Apl. 25. 1839

Jas H. Lee clk

H

Jany 8th 1825

Sir

In answer to your note of this morning I can only state that I located land warrant 41036 in the name of James Berwick under an agreement with the agent of David Bradford, that Bradford could never produce an assignment from Berwick consequently no Survey was ever made on said warrant and as it was found to be a resolution warrant the entries made thereon were not respected but the ground was I believe located by others

Very respectfully
Your Ob Servt
Duncan McArthur

Hon'ble
George Graham
Comr Genl Land Office

Union Com Pleas

Starling

v

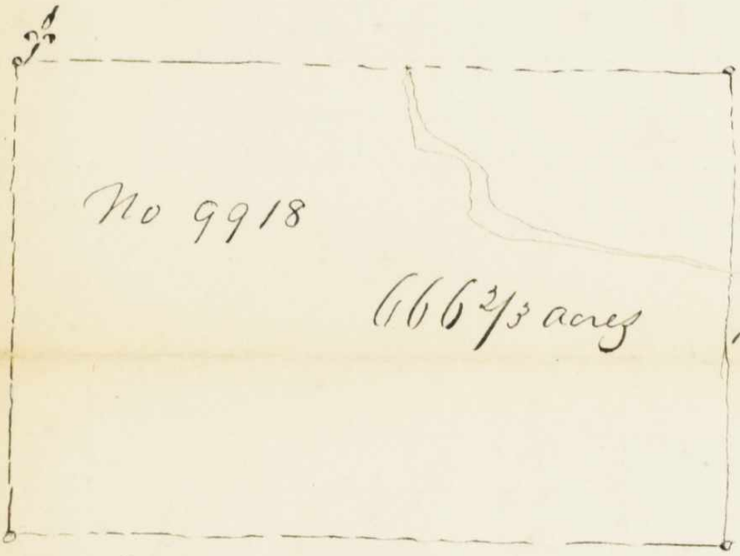
Renick et al

Exhibit H

Filed Apl 25. 1839

Jas. H. Lucas Clk

#.



Surveyed for James Berwick 666 2/3 acres of land on part of Military warrant No 4036 on Rush Creek Beginning at a stake S 12° E 133 poles from three beeches northeast corner of the representatives of Rowland Madisons No 9917 thence S. 12° E 270 poles to a stake North East Corner of Survey No 9897. thence N 78° E 400 poles to an elm and beech southwest corner to Thomas Miller's Survey No 9919 thence with the line thereof N 12° W 270 poles crossing Rush creek at 155 poles to a stake thence S 78° W 400 poles crossing a road and rush creek to the beginning

Thomas J McArthur D.S.
February 1st. 1826.

Samuel Lane
Joseph Collins } C.C.
William Blassinger M.K.R.

Examined and recorded February 23d 1826
Richard C. Anderson. S.

I certify that the warrant on which the above survey was made was never before satisfied that the above survey lies north of the Indian boundary line established by the treaty of Greenville and east of the line run by Charles Roberts in 1812 established by an act of Congress the 11th April 1818 as the westerly boundary of that part of the Virginia Military District lying north of the said Indian boundary and that the entry on which said survey is founded was made since the 4th day of July 1819.

Given under my hand and Seal of Office this 23rd February 1826
Richard C Anderson (Seal)

Endorsed

For value recieved I assign my right title and interest to the within to Lyne Starling March 5th 1839
In presence of
A Waddle
M J Wilbert

Jas Bradford
of La

Union Com Pleas

Starling

v

Berwick et al

Exhibit A

Filed Apl 25. 1839

Jas. H. Lee clk

Surveyed for James Berwick 1000 acres of land on a part of a military warrant No 41036 on Rush creek Beginning at three beeches at the North East Corner of Entry No 9910 for 1000 acres in the name of James Gilmore and John Moore thence N 12° W 400 poles crossing the creek at 270 poles to three beeches thence N 78° E 400 poles to two ashes and an elm thence S. 12° E 400 poles crossing the creek at 125 poles to three beeches thence S. 78° W 400 poles to the beginning

No 9936.

1000 acres

Samuel Lane
Joseph Collins
William Blaffinger Ms. K.V.

Thos J McArthur D.S.
February 14th 1826.

Examined and recorded February 23. 1826
Richard C Anderson. S.

I certify that the warrant on which the above survey was made was seen before satisfied that the above survey lies north of the Indian Boundary line established by the treaty of Greenville and East of the line run by Charles Roberts in 1812 established by an act of Congress the 11th April 1818 as the Westerly boundary of that part of the Virginia Military District lying north of the said Indian boundary and that the entry on which the said survey is founded was made since the 4th day of July 1819.
Given under my hand and Seal of Office this 23d day of February 1826 Richard C Anderson Sra C.

For value received I assign my right title and interest to the within to Lyne Starling March 5th 1839
In presence of
A Waddle
M J Gilbert

Nat Bradford
of Va

Union Com Pleas

Starling

v

Pennick Etal

Exhibit II

Filed Apl 25. 1839

Jas. H. Lee Clk

#11

Surveyed for James Renick 1000 acres of land on part of a Military warrant No 4036 on the waters of the Scioto Beginning at two beeches North-West corner to James Malin's Survey No 10006. thence N 12° W 400 poles to three lynns from one root and a chevry tree thence N 78° E 400 poles to a beech and sugar tree thence S. 12° E 400 poles to two beeches and a sugar tree Thence S 78° W 400 poles to the beginning

No 10020

1000 acres

Samuel Lane
Joseph Collins
William Blassinger M.K.V

Thos J McArthur. D.S.
February 14th 1826

Examined and recorded February 23d 1826.
Richard C. Anderson. S.

I certify that the warrant on which the above survey is made was never before satisfied, that the said survey lies north of the Indian boundary line established by the treaty of Greenville and East of the line run by Charles Roberts in 1817 established by an act of Congress the 11th April 1818 as the Westerly boundary of that part of the Virginia Military District lying north of the said Indian boundary line and that the entry on which said survey is founded was made since the 4th day of July 1819

Given under my hand and Seal of Office this 23d day of February 1826. Richard C Anderson (Seal)

For value received I assign my right title and interest to the within to Lyne Starling March 5th 1839

Isa Bradford
of La

In presence of
A Maddox
Wm J Gilbert

Union Com Pleas

Starling

v

Pennick Etal

Exhibit II

Filed Apl 25. 1839

Jas. H. Geiselt

State of Louisiana Parish of West Feliciana

Be it remembered that on the day and the date hereof before me John B Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex Officio Notary Public therein at my Office in St Francisville came and appeared Sophia Bradford wife of James W Bradford assisted by her said husband of the one part and James Bradford of the other part all of the parish and State aforesaid, and the said Sophia Bradford declared and acknowledged that for and in consideration of the sum of Two thousand Nine Hundred and twenty five Dollars, to be paid by the said James Bradford to her said Sophia in the following manner and at the times following, to wit, One thousand Eight hundred and twenty eight Dollars and fifty seven cents to be paid in three years from the date hereof and the remainder say One thousand and Ninety six Dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford the mother of said Sophia Bradford and James Bradford for which several sums, the said James Bradford has executed to the said Sophia Bradford his promissory notes of according date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released of all mortgages on account of the same, the said Sophia hath given granted bargained sold aliened and conveyed and doth by these presents give, grant, bargain sell alien and convey to the said James Bradford all the Estate or Estates real, whether in possession or expectancy which may exist in the State of Kentucky Ohio or Virginia and which were acquired by the said Sophia by right of Succession or inheritance from the Estate of her father Haird Bradford deceased of whom he died seized at Law or in Equity to have and to hold the said real estate or Estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever and the before named Sophia Bradford further declared

that the before recited real estate or Estates with all the appurtenances rights issues rents and profits of rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from him to the real estate or estates aforementioned, and it is agreed by and between the parties aforesaid that no other or further warranty than the above expressed is hereby given, And it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the real estate or estates, and their situations he purchases the same at his own risk and peril and that no abatement in any event is to be made in the price or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above special warranty In testimony whereof the parties have hereunto set their hands and affixed their seals this Seventeenth day of May in the year of our Lord One thousand Eight Hundred and twenty seven In presence of me the said Judge and ex Officio Notary Public and in the of Robert C Wederstrandt and Clark Woodroffe assisting witnesses

Witnesses
R C Wederstrandt
C Woodroffe

Sophia Bradford (Seal)
James M Bradford (Seal)
Ias Bradford (Seal)

Mo B Dawson
Parish Judge

Seal

Union Com Pleas

Harting

v

Derrick et al

Exhibit No

Filed Apl 25. 1839

Geo. H. Gill Clk

II

State of Louisiana Parish of West Feliciana

Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of Feliciana (State of Louisiana) and ex officio Notary Public therein at my Office in St Francisville Came and appeared David Bradford of the Parish of St Helena in said State of the one part and James Bradford of the Parish and State first aforesaid of the other part and the said David Bradford declared and acknowledged that for and in consideration of the sum of Eighteen Hundred and twenty eight Dollars, and fifty seven cents, to be paid by the said James Bradford three years from and after the date hereof and the further sum of One thousand and Ninety six Dollars, and forty three cents, to be paid at the time of the decease of Elizabeth Bradford the mother of said David and James for which several sums the said James Bradford has passed to the said David Bradford his promissory notes, of according date herewith payable at the times above specified, the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or incumbrances on account of the same He hath given granted bargained sold aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the estate or estates, real whether in possession or expectancy which may exist in the State of Kentucky, Ohio or Virginia and which were acquired by the said David Bradford by right of succession or inheritance from the estate of David Bradford deceased whereof he died seized at Law or in Equity to have and to hold the said real estate or estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever, And the said David Bradford further declared that that the before recited real estate or estates with all the appurtenances, rights issues, rents, and profits of right thereunto belonging unto the said James Bradford his heirs and assigns will warrant and defend forever against all

claim or claims proceeding from him said David Bradford to the real estate or Estates aforesaid, And it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the Situation of the said Estates he purchases the same at his own peril and risk and that no abatement in any event is to be made in the price or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of special warranty. In testimony whereof the parties have hereunto set their hands and affixed their seals this twelfth day of May in the year of our Lord One thousand Eight Hundred and twenty Seven in presence of me the said Judge and ex officio Notary Public and that of Isaac A Smith and James Challen assisting witnesses. The word "forty" erased and nullified before signing and also eleventh erased and twelfth interlined

Witnesses
Isaac A Smith
James Challen

David Bradford (Seal)
Jas Bradford (Seal)

Jno B Clauson
Parish Judge

(Seal)

Union Com Pleas

Starling

v

Berwick et al

Exhibit IIX

Filed Apl 25: 1839

Jas. H. Lee Clk

K

State of Louisiana Parish of West Feliciana

Be it remembered that on the day of the date hereof before me John B. Dawson Judge of the Parish of Feliciana (State of Louisiana) and ex Officio Notary Public therein at my Office in St Francisville came and appeared James Challen of Cincinnati Hamilton County Ohio and his wife Eliza Challen of the Parish and State first aforesaid daughter of David Bradford deceased of the one part and James Bradford of the Parish and State first aforesaid of the other part and the said James Challen and Eliza his wife declared and acknowledged that for and in consideration of the sum of Eighteen Hundred and twenty Eight Dollars and fifty seven cents to be paid by the said James Bradford three years from and after the date hereof and the further sum of One thousand and Ninety six Dollars and forty three cents to be paid at the time of the decease of Elizabeth Bradford the mother of said Eliza and James Bradford for which several sums the said James Bradford has passed to the said James Challen and his wife Eliza his promissory notes of according to the date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or incumbrances on account of the same, They have given granted bargained, sold aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the Estate or Estates real whether in possession or expectancy which may Exist in the States of Kentucky, Ohio or Virginia and which estates were acquired by the said Eliza wife of said James Challen by right of Succession or inheritance from the estate of David Bradford whereof the said David Bradford died seized at law or in Equity. To Have and to hold the said real Estate or Estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James Bradford his heirs and assigns forever and the said James Challen and Eliza his wife further declared that the above recited real estate or estates with all the appurtenances rights issues rents and profits of

right thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from them the said James Challen and Eliza his wife to the real Estate or Estates aforesaid, And it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said Estate he purchases the same at his own peril and risk and that no abatement in any event is to be made in the price or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of special warranty, In testimony whereof the parties to have hereunto set their hands and affixed their seals this twelfth day of May in the year of our Lord Eighteen Hundred and twenty Seven in presence of me said Judge and Ex Officio Notary Public and in that of Isaac A Smith and David Bradford assisting witnesses

Witnesses
Isaac A Smith
David Bradford

James Challen (Seal)
Eliza Challen (Seal)
Ias Bradford (Seal)

Seal

Jno B Dawson
Parish Judge

Union Com Pleas

Starling

vs

Pennick Etal

Exhibit "I"

Filed Apl 25. 1839

Jas. H. Lee Clk

State of Louisiana Parish of West Feliciana

Be it remembered that on the day of the date hereof before me John B Dawson Judge of the Parish of West Feliciana ~~and~~ (State of Louisiana) and ex Officio Notary Public therein at my Office in St Francisville came and appeared Octavia U Smith wife of Isaac A Smith assisted by her said husband of the one part and James Bradford of the other part all of the Parish and State aforesaid and the said Octavia U Smith declared and acknowledged for and in consideration Two Thousand Nine Hundred and Twenty five Dollars to be paid by the said James Bradford to her in the following manner and at the times following to wit One thousand eight Hundred and twenty eight Dollars and fifty seven cents to be paid in three years from the date hereof and the remainder say One thousand and Ninety six Dollars and forty three cents to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Octavia U Smith his promissory notes of according date herewith payable at the times above specified the receipt of which notes is hereby acknowledged and the lands herein after mentioned entirely released of all mortgages on account of the same, She hath given granted bargained sold aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the States of Kentucky Ohio or Virginia and which were acquired by the said Octavia by right of succession or inheritance from the estate of her father David Bradford deceased whereof he died seized at Law or in Equity. To Have and to Hold the said real Estate or Estates and every part and parcel thereof to the only proper use benefit

and behoof of him the said James Bradford his heirs and assigns forever, And the before named Octavia M Smith further declares that the before recited real estate or estates with all the appurtenances rights issues rents and profits of rights thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from her to the estate aforementioned. And it is agreed by and between the parties aforesaid that no other or further warranty than that above expressed is hereby given and it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said Estate he purchases the same at his own peril and risk and that no abatement is to be made in the price or any restitution of the purchase money to be made unless the said James Bradford should be deprived of his rights herein conveyed by some claim expressed in the above clause of Special warranty

In testimony whereof the parties have hereunto set their hands and affixed their seals this fourteenth day of May in the year of our Lord One thousand Eight Hundred and twenty seven in presence of me the said Judge and Ex Officio Notary Public and in that of George Douglass and Joseph L Finley assisting witnesses

Octavia M. Smith (Seal)

I concur. Isaac A Smith (Seal)

Jas Bradford (Seal)

Witnesses
G. Douglass
J L Finley

Jno B Dawson
Parish Judge

Seal

Union Com Pleas

Starling

v

Pennick Etal

Exhibit VII

Filed Apl 25. 1839

Jas. H. Lee Clk

M

State of Louisiana Parish of West Feliciana. Be it remembered that on the day of the date hereof before me John B Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex officio Notary Public therein at my Office in St Francisville came and appeared Clark Woodroff natural ~~daughter~~ tutor of his infant daughter Mary Octavia of the one part and James Bradford of the other part and the said Clark Woodroff declared and acknowledged that exercising the powers in him vested by a law of the State of Louisiana approved March the 25th 1826 by and with the advice and consent of a meeting of the family therein mentioned held before the judge of the Parish aforesaid on the sixth day of May AD 1826, for and in consideration of Two Thousand one hundred and twenty five Dollars to be paid by the said James Bradford in the following manner and at the times following to wit, One thousand and twenty eight Dollars and fifty seven cents to be paid in three years from the date hereof and the balance say One thousand and ninety six Dollars and forty three cents to be paid at the time of the decease of his mother Elizabeth Bradford for which several sums the said James Bradford has passed to the said Clark Woodroff Tutor as aforesaid his promissory notes of according date herewith payable at the times above specified, the receipt of which notes is hereby acknowledged and the land, hereinafter mentioned entirely released of all mortgages on account of the same, he hath given granted bargained sold aliened and conveyed and doth by these presents give grant bargain sell alien and convey to the said James Bradford all the estate or estates real whether in possession or expectancy which may exist in the states of Kentucky Ohio or Virginia and which were acquired by the said Mary Octavia by right of succession or inheritance from the Estate of David Bradford deceased whereof he died seized at law or in Equity, To Have and to hold the said real Estate or Estates and every part and parcel thereof to the only proper use benefit and behoof of him the said James

his heirs and assigns forever, And the before named Clark Woodroff further declares that the before recited real Estate or Estate, with all the appurtenances rights issues rents and profits of right thereunto belonging unto the said James Bradford his heirs and assigns will warrant and forever defend against all claim or claims proceeding from him or his aforesaid daughter Mary Octavia to the Estate aforesaid, And it is agreed by and between the parties aforesaid that no other or further warranty than that above expressed is hereby given, And it is further agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation of the said Estates he purchases the same at his own peril and risk and that no abatement in any event is to be made in the price or restitution of the purchase money unless the said James Bradford should be deprived of his rights herein contingent by some claim expressed in the above clause of special warranty, In testimony whereof the parties have hereunto set their hands and affixed their seals this ninth day of May in the year of our Lord One thousand eight hundred and twenty seven in presence of me the said Judge and ex Officio Notary Public and in that of Fielding Bradford and R C Wedenstaut assisting witnesses

Witnesses
F Bradford
R C Wedenstaudt

Clark Woodroff (Seal)
Jas Bradford (Seal)

Seal

Jno B Lawson
Parish Judge

State of Louisiana Parish of West Feliciana

I certify that the foregoing transfer was duly recorded in Notarial record A. page 292. 293 now in my Office

Given under my hand and Seal Official May 9. 1827

Jno B Lawson
Parish Judge

Seal

Union Com Pleas

Starling

v

J. Pennick et al

Exhibit No.

Filed Apl 25. 1839

Jas. H. Lee Clk

No

State of Louisiana Parish of West Feliciana.
Be it remembered that on the day of the date hereof before me John B Dawson Judge of the Parish of West Feliciana (State of Louisiana) and ex Officio Notary Public therein at my Office in St Francisville came and appeared Elizabeth Bradford widow and relict of David Bradford deceased of said parish of West Feliciana of the one part and James Bradford also of said parish of the other part and the said Elizabeth Bradford declared and acknowledged that for and in consideration of the interest on the sum of Seven Thousand Six hundred and Seventy five dollars at the rate of Six per cent per annum to be paid annually by the said James Bradford during the natural life of the said Elizabeth Bradford for the faithfull performance of which the said James Bradford has passed to the said Elizabeth Bradford his written obligation of according date herewith the receipt of which written obligation is hereby acknowledged and the lands hereinafter mentioned entirely released from all mortgages or incumbrances on account of the same She hath given granted bargained ~~and~~ sold aliened and ~~confirmed~~ conveyed and by these presents doth give grant bargain sell alien and convey to the said James Bradford all the right of dower of her the said Elizabeth Bradford in and to any lands or real estate whether in possession or expectancy and which may exist in the State of Kentucky Ohio and Virginia belonging to the estate of her said deceased husband David Bradford whereof he died seized at law or in equity. To Have and to Hold the said right of dower to or in said lands or real estate to the only proper use and benefit of him the said James Bradford his heirs and assigns during the natural life of her the said Elizabeth Bradford. And it is agreed by and between the parties aforesaid that the said James Bradford being perfectly acquainted with the situation

of the lands and real estate belonging to the estate of said David Bradford deceased he purchases the right of dower of the said Elizabeth Bradford in and to the same at his own peril and risk and that no abatement in any event is to be made of the annual interest aforesaid In testimony whereof the parties have hereunto set their hands and ~~seal~~ affixed their seals this twelfth day of Eighteen Hundred and twenty seven in presence of me the said Judge and Ex Officio Notary Public and in that of Isaac A Smith and James Challen assisting witnesses

Witnesses

Isaac A Smith

James Challen

Elizabeth Bradford (Seal)

Jas Bradford (Seal)

Jno B Dawson
Parish Judge

Union Com Pleas

Starling

v

J Dennick

Exhibit O.

Filed Apl 25. 1839

James H. Lee Clk

(1)

For value recieved I assign to Lyne Starling all my right title and interest in and to Virginia Military Land warrant No 4032 issued to James Berwick, sold to my father I owning the same by Conveyance from the other heirs of my father

Witness my hand March 5th 1839

A Waddle
M Gilbert

Ias Bradford
of La

Chancery Case File

Case No. 1839-CH-0008

No. 39-CH-8

Union Common Pleas Court.

John Graham
Plaintiff,

AGAINST

Thomas J Heinde
Defendant.

OCT TERM. 1839

DECREE FOR PLAINTF

Journal 2 Page 158

Record No. 3 Page 315

Ex. Doc. Page

John Graham

vs

Thomas Bradley et al

Filed Apl 25. 1839

James H. Lee clk

Bill in Chancery

To the Hon the Court of Common Pleas within and for the County of Union and State of Ohio in Chancery sitting. John Graham of the County of Franklin and State of Ohio respectfully represents that on or about the first day of April AD 1834 Henry H Beard of the State of Kentucky and Thomas S. Hinde of the State of Illinois were owners as tenants in common of the following tract of land lying in said County of Union and bounded and described as follows. A tract of land lying in Mill Creek Township in said Union County being survey No 3349 (Thirty Three hundred & forty nine) surveyed for James Jenkins. being twelve hundred acres and bounded as follows - Beginning at a sugar tree. ash and two beeches south east corner of said Jenkins' survey No 3348. thence south 10 degrees East 480 poles. crosses a branch at 116 poles. and 214 poles, to two elms and a maple. thence south 80 degrees. west 400 poles to two sugar trees and a hickory. thence north 10 degrees west 480 poles to an ash elm and sugar-tree South west corner to said Jenkins survey. thence with said line North 80 degrees East 400 poles to the place of beginning. And your orator further says that by a letter dated the first day of April AD 1834 and written by the said Henry H. Beard to the said Thomas S. Hinde the said Beard authorized and requested the said Hinde to sell his the said Beards interest in said tract of land - a copy of which said letter is herewith filed marked (A) and made part of this Bill - And your orator further says that the said Thomas S. Hinde in pursuance of the authority so delegated to him by said Beard. and being anxious to dispose of his own interest in the land aforesaid. by a letter dated January 30th AD 1835 authorized and requested one Daniel Wright of said Franklin County to sell said tract of land at the rate of one dollar per acre & the payment of all taxes due

upon said land - which said letter is herewith filed and made part of this Bill (marked B) - And your orator further says that by a title bond bearing date the 19th of January AD 1837 the said Daniel Wright in pursuance of the authority granted to him as aforesaid sold to the said John Graham the said tract of land your orator agreeing to pay therefor at the rate of one dollar per acre, and all the back taxes, so soon as a deed should be made to him by said Hinde and Beard of said premises, fifty dollars of which purchase money was paid by your orator in hand, and the receipt of the same acknowledged in said title-bond which said title-bond is herewith filed and made a part of this Bill marked (C) - And your orator further avers that the said Thomas S. Hinde was forthwith informed by the said Daniel Wright of the terms of said sale and by a letter dated the 3d of November AD 1837 (and written before the death of said Henry H. Beard as hereinafter set forth) approved of and confirmed said sale, and by divers letters written since the death of said Beard has expressed his readiness to comply with the terms of said sale - a copy of which said letter of the 3d of November AD 1837 is herewith filed and made part of this Bill marked (D). Your orator further avers that he has in pursuance of his agreement as expressed in said title-bond paid up all the taxes due upon said land, that he has always since said sale been ready & anxious and still is ready and anxious to comply fully and strictly with the terms of said contract, and has repeatedly expressed to the said Daniel Wright and to the said Hinde his wish so to do, and has in every respect fulfilled all that was incumbent upon him by the terms of said contract to do and perform - Your orator further represents that before sufficient time had elapsed after said sale to enable said Hinde to procure for your orator from said Beard a deed of his interest in said premises, in pursuance of said

sale made by said Wright & Hinde as aforesaid. and on or about the first day of May AD 1837 the said Henry H Beard died. leaving Martha Beard his widow, and Thomas Bradley and Bradley wife of the said Thomas Bradley. Martha Ann Beard. Lowry Beard and Perry Beard (the three last mentioned being minors) his heirs at law and legal representatives. That the said Thomas Bradley has since been duly appointed administrator of the estate of the said Henry H. Beard and that the said widow and heirs of the said Henry H. Beard and his said administrator are all non-resident of the state of Ohio and as your orator believes resident of the State of Kentucky, and that the said Thomas S. Hinde is a non-resident of the State of Ohio and a resident of the State of Illinois.

Your orator therefore prays that an order of publication may be made in this cause and that the said Martha Beard, Thomas Bradley with in his capacity of administrator & heir as aforesaid. Bradley wife of the said Thomas Bradley Martha Ann Beard. Lowry Beard. Perry Beard and Thomas S. Hinde may be made defendants to this Bill and may answer all and singular the premises. That on the final hearing of this cause the said Thomas S. Hinde may be decreed to payment into Court by your orator of the amount justly due said Hinde for said land, to make to your orator a good and sufficient deed with covenant of general warranty for an undivided half of said premises, and that on payment as aforesaid of the amount justly due to the heirs of the said Henry H. Beard by your orator under said contract, the said heirs or the said administrator of the said Henry H. Beard in behalf of said heirs may be decreed to convey in like manner an undivided half of said premises ~~to yours~~, and that such further or such other and further relief may be had in the premises as equity and good conscience may require.

By J. W. ANDREW Hi Solicr

Filed July 12. 1839
James H. Gill Clk

97
10
77.0

Petition for Divor

STATE OF OHIO, UNION COUN
SUPREME COURT,
JUNE TERM, 1839.

Sarah Kazar, vs. Samuel Kazar, } *Petition for Divor* Continued from th term of said Cou

NOTICE is hereby given to said Sa Kazar that the petition of the Sarah Kazar remains on file in the C Office of the Supreme Court of U County, in which among other thing cause of divorce is charged against defendant willful, continued, and plained absence for more than three last past before the filing of said pet entire neglect of duty, extreme cr &c, and that the same will be dispo at the next term of said court to be h on the 26th day of June next.

JAS. H. GILL, Cl'k
Supreme Court of U. C
WM. C LAWRENCE Sol. to
April 22d, 1839. 13tc Peti

A CARD

H. CRISWELL

RESPECTFULLY informs his and the public generally that taken the room over J. W. Evan's s shop, and fitted up for a

TAILORING SHOP

where he hopes by strict attention business and a promptness in execut work *According to Promise* to mer receive as liberal a share of public age as has been heretofore bestowe him. As he receives regularly the terly Reports of Eastern Fashion work will be done up in a style not i to any in the county.

Cutting done at the shortest notic warranted to fit if well made up.

Marysville, April 4. tf

wooed and won by its inspiration—and ou old men and women lisp the graceful numbers from their stammering tongues ness of it is itself poe —ou

State of Ohio
Union County } ss

Personally appeared in open Court Stephen McLain one of the publishers of "Our Freedom and Union County Advertiser", a newspaper published in Union County Ohio and of General circulation therein, who being duly sworn according to law says that the annexed notice has been published therein for Six consecutive weeks prior to the opening of this Court.

Fees $8.75 — Stephen McLain

Sworn to and subscribed in open Court the 12th day of July A.D. 1839.

James H. Gill Clk

Notice.

IN pursuance of an order of the Court of Common Pleas of the County of Union, and State of Ohio, at their April term, A.D. 1839, Martha Beard, Thomas Bradley, and ——— Bradley wife of the said Thomas Bradley, Martha Ann Beard Laury Beard, Perry Beard, and Thomas S. Hinde are hereby notified that on the 25th day of April, A.D. 1839, John Graham of the county of Franklin and state of Ohio, filed in said court a bill in Chancery, the object and prayer of which bill is, that the said Thomas S: Hinde may be decreed to convey to the said John Graham an undivided half of the land hereinafter described, and that the heirs of Henry H. Beard or his administrator in behalf of said heirs, may be decreed to convey to the said John Graham an undivided half of said premises, in pursuance of a title bond given to sd. Graham by one Daniel Wright, for sd. premises & ratified by the sd. Thomas S. Hindes, for himself and as the authorised agent of the said Henry H. Beard. on the said John Graham paying into Court the amount justly due to the said Hinde and the said heirs of said Henry H. Beard by the terms of said title bond; the said land being bounded and described as follows: A tract of land lying in Union county, Mill Creek Township and state of Ohio, being survey No. 3349, surveyed for James Jenkins, being twelve hundred acres of land and bounded as follows, beginning at a sugar tree, ash and two beaches, south east corner of said Jenkin's survey, No. 3348; thence south 10 degrees east 480 poles, crossing a branch at 116 poles, and 214 poles, to two elms and a maple; thence south 80 degrees, west 400 poles to two sugar trees and a hickory; thence north 10 degrees west 480 poles to an ash elm and sugar tree, south east corner to said Jenkin's survey; thence with said line north 80 degrees east 400 poles to the place of beginning. And the said Thomas S. Hinde and Martha Beard, Thomas Bradley, and ——— Bradley wife of said Thomas Bradley, Martha Ann Beard, Laury Beard, and Perry Beard are further notified, that unless they appear, & plead answer or demur to the said bill, within sixty days after the next Term of said Court the said John Graham at the next term after the expiration of said sixty days will apply to said court to take the matters of the bill as confessed, and to decree thereon accordingly.

JOHN W. ANDREWS,
Sol. for Compl't.

Dated April 25, A.D. 1839. 14*6.

(13)

Mt Carmel January 30th 1835

Mr Daniel Wright

Dear Sir.

Yours of the 3d Inst came to hand on yesterday - I cannot say precisely what the amt ought to be say 125 $ are in hand - I think rather than risk & clear off the taxes, and as Col Beard is interested in part of the land, the charge of all of it & pay taxes or keep it from being sold for taxes, & you will allow you the ~~per centage price~~ ~~as wholesale~~ is reasonable for your services - as to this matter, you & I can settle it when we settle.

My best respects to your good lady & to Mother Chase

Yours Sincerely

Th. J. Brown

P.S. If you can get more than the above so much the better for you & for as Beard & myself

105
60
15
11 15
11 29
9 50
179

(8)

(6)

Mount Carmel Nov 3 1837.

Daniel Wright Esq.

Dear Sir.

Your favor of 16th ult was received this day having returned last night from exploring the County in Indiana on the St Louis Mt Carmel and Louisville rail road routes for stone for building a dam at the Grand rapids - limestone also Iron and Fossil beds -

I wrote you some time ago, and suppose my letter has miscarried to confirm the bargain with Mr Graham, so far as to stand until the deed is prepared - To prepare the deed please send me from Columbus, from the Auditors office a copy of the survey and I will make out the deed & send it to Beard for his wife's relinquishment can be taken and then forward the deed to you - Beard and myself will go up this winter perhaps next month - Or if I can the original survey or copy from the office, I will include the whole with the original lines in the deed - I am glad to find that land still keeps up in Ohio, in the part of Illinois it is rising but in the north of Illinois & Indiana, where there has been great rage of speculation lands have fallen -

Please present my best respects to your good lady Old Mother Christy & the friends generally -

Your friend

W. L. Wade

John Graham

v.

Mrs S. Hinds et al

Answer of infant defendants
by Guardian ad litem

Filed Nov. 1. 1839

James H. Gill Clk

The joint answer of Martha Ann Beard Lorry Beard & Perry Beard infant defendants to the Bill of John Graham complainant.

And the said infant defendants by their guardian ad litem S. Brush now come and for answer to said Bill of said complainant say that they know nothing of the matters & things in said Bill set forth & ask the Court to do what to them may seem just & right in the premises.

Martha Ann Beard
Lorry Beard
Perry Beard.
By S. Brush
Guardian ad litem.

Hynds & Beards
Contract for
Land

(6)

(6)

Received Dublin January the 19th 1837
of John Graham Fifty Dollars in part payment
of a purchace of a tract of Land being in Union County
Mill Creek Township and State of Ohio being
Survey No. 3349 Surveyed for James Jenkins
Twelve hundred acres of Land on Nine military
Warrants .. 2198; 2272: 2457: 2770: 2771: 2773: 2774: 2775: 2776;
And bounded as follows beginning at a Sugar Tree
Ash & two Beaches South East Corner of Said
Jenkins Survey No. 3348 Thence South 10 Degrees
East 480 poles Crosses a Branch at a 116 poles and
214 poles to Two Elms and a Maple Thence South
80 west 400 poles to Two Sugar Trees and a
Hickory Thence North 10 west 480 poles to an
Ash, Elm and Sugar Tree South west Corner
To Said Jenkinses Survey Thence with Said
Line North 80 East 400 poles To the place
of beginning, bough of Thomas J. Hynds
and Col: Beard of which I am agent to sell
The above Land is Sold to the Said
Grahom at one Dollar per acre and all back
Taxes to be paid as soon as the Deed Can be
made to Said Grahom from Hinds and
Beard The Deed is to be a Good and Sufficient
Warrantee

Daniel Wright

(4)

(4)

City of Lexington April 1st 1834

Dear Friend

I received yours of the 9th of Feby almost literally worn out. I had taken a trip to Shelby and was there passed with a writ to serve as a witness in a case of Negroes, between my brothers Father-in-law & his son in law Mr Gaines at Lawrenceburgh Anderson Co Ky. This detained me some weeks. On my return I found your undated letter

Business: I am glad that the business is settled with L. Starling. I shewed your letter to Stubblefield and he approves of it, the tax arrangement is all right. The transaction in the Yellow Bud tract is all well. The Maysville land it is well to sell at a fair price.

I have nothing new to write to you, as I suppose you are well appriged of the distress in the money line. My family has been sore afflicted by the influenza Mr Ford is now in the hands of the Doctors, and I carry very near loosing two of my black men. I have been down myself but I am thank God rapidly in the mend I have some vexatious law suits on hand, soon I have got clear of them if spared start for Urbana about the 8 or 9th inst

Yours as usual

H Beard

Directed to Thomas S Hinde Esq
Urbana
Ohio

The above is a true transcript of the original letter written by H Beard to T S Hinde & now in my possession

T S Hinde

No. 39-CH-9

Union Common Pleas Court.

John A Bryan
Plaintiff,

AGAINST

John L Doran et al
Defendant.

OCT TERM. 1836 1839

OCT TERM. 1839

Partition

DECREE FOR PLAINTF

Journal 2 Page 146

Record No. 3 Page 323

Ex. Doc. 1 Page 167

Union Com. Pleas
John A. Bryan
vs. } Petition for Partition
Elias H. Drake,
John L. Doran &
McMurtry & Chapman
Filed Apl 25. 1839
James H Gill Clk

To the Honorable the President and Associate Judges of the Court of Common Pleas, of the County of Union in Chancery Sitting.

Your Petitioner John A. Bryan shewetth unto Your honors, that he is seized in fee simple, of one undivided third part of the following described tract of land, situate in Union County and State of Ohio, to wit, Survey of twelve hundred acres of land, on part of a military warrant No. 5757. in favor of James Gilmore, on the waters of Bokes creek, beginning at a beech, hickory and elm, South easterly corner to Robert Means Survey No. 5387. running with his line and with the line of Bayly and Maxymans survey No. 3238. N. 7° degrees E. 530 poles crossing several branches to two elms, two hickories, two buckeyes and two beeches, South westerly corner to Duncan McArthurs survey No. 6507. thence with his line, S. 57° E. 626 poles, crossing a large branch at 82 poles, a small branch at 100 poles, a large branch at 336 and a small branch at 380 poles to a large white oak, ash and hickory, South east corner, to said McArthurs survey, and South westerly corner to the representatives of William Hagers Survey No. 3690, thence South 7° W. 198 poles to a beech, thence N. 83° W. 530 poles to the beginning, being the same patented to Samuel McRee, on the 30° of April A.D. 1813. all which will more fully appear reference being had to a certain deed of conveyance from John L. Doran to your Petitioner, for said one third part of said land, dated the 18° of April 1838 and herewith filed and made a part of this petition marked as voucher "A". Your Petitioner further represents that Elias H. Drake

residing in Xenia, Green County, Ohio, and John L. Doran, whose residence is unknown to your Petitioner, but not a resident of the State of Ohio; are each entitled to one undivided third part of said tract of land in fee simple. but your petitioner is informed and believes that the said John L. Doran has mortgaged his interest in said land to McNulty and Chapman of the City of Newyork to secure the payment of two thousand dollars due by the said Doran to the said McNulty and Chapman. Your petitioner prays the premises considered, that the said Elias F. Drake, John L. Doran and the said McNulty and Chapman, be made parties defendants hereto, and be compelled to answer this ~~petition~~ petition and the matters herein contained, and that your petitioner may have partition of said tract of land and his part thereof set off to him in severalty, and such other and further relief as the nature of the case may require & to your honors seem meet. Your petitioner prays the writ of subpoena &c.

Brush & Gilbert
Solicts for Petitioner

Journal entry made in this case a.D.
the July Term a.D. 1839 of the Court of Common
Pleas of Union County, Ohio.
Attest. James H. Gee Clk

Plat here in

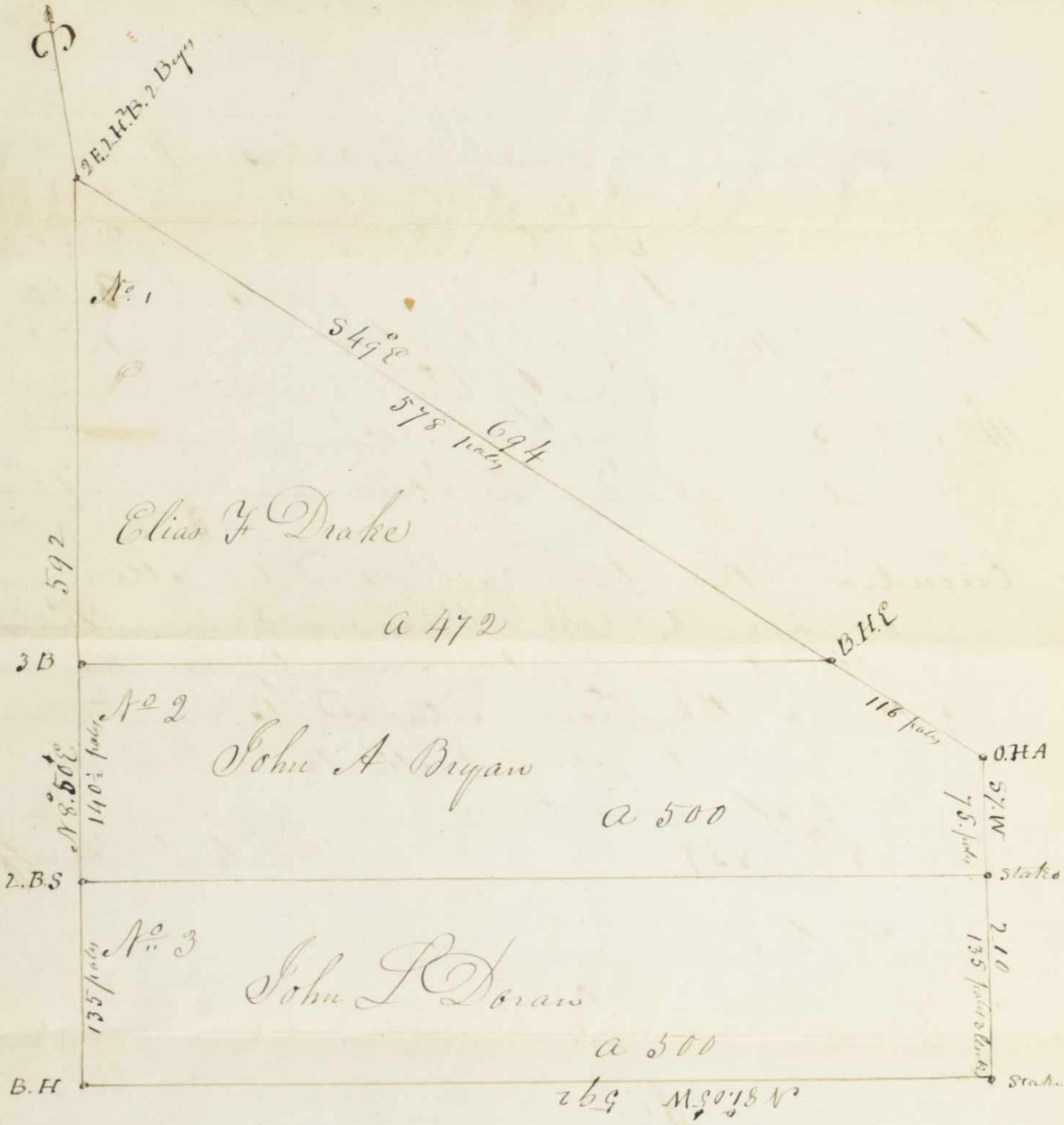
John A. Bryan
vs
John L. Doran
& others
Filed Oct 31. 1839
James H. Gee Clk

order of partition

John A. Bryan
vs. } Partition
Elias F. Drake
John L. Doran
& others

On motion and
It appearing to the satisfaction of the Court in this case, that due notice has been given by the Petitioner, according to law, and no sufficient reason appearing, why partition should not be made of the lands and tenements in the petition named, it is therefore ordered adjudged and decreed by the Court, that partition be made in favor of the demandant and the other parties interested, and that the Sheriff of this County, ~~superseed~~, by the oaths of Levi Phelps, Stephen McLain and Cyprian Lee, three judiciary, disinterested freeholders of the vicinity, do cause to be set off and divided to the said demandant John A. Bryan, one equal ~~fourth~~ third part, to the said Elias F. Drake one equal third part, and to the said John L. Doran or those claiming under him one equal third part of said lands and tenements in the petition named, and that he return his proceedings to the next Term of this Court, to which time this cause is continued. I hereby certify the above and foregoing to be a true copy of the

We Cyprian Lee Stephen McLain & Levi Phelps Commissioners appointed to make partition of Survey No. 5635 of twelve hundred acres of land equally between John L. Doran John A Bryan and Elias F. Drake parties in the above case. Being duly sworn we proceeded to the premises and upon actual view apartted said Survey into three several lots, to wit Lot No. 1 we set off to Elias F. Drake Beginning at three Beeches in the west original ~~corner~~ line of said Survey in the line of Robert Means Survey No. 5387, thence running with said Means line connecting the course thereof & with the line of Bayley & Merrymans Survey No. 3238 N 8.50 E 316 poles crossing several branches to two Elms two Hickories two Beeches & two Buckeyes South westerly corner to Duncan McArthurs Survey No. 6507. thence with his line connecting the course thereof S 49 E 578 poles to a Beech Hickory and Elm in said McArthurs line thence N 81.05 W 482 poles to the Beginning containing four hundred and seventy two acres. Also laid off Lot No. 2 to John A Bryant Beginning at three Beeches in the west line of the Original Survey in the line of R Means Survey No. 5387 & South west corner to Lot No. 1 thence with the line of said Lot No. 1 S 81.05 E 482 poles to a Beech Hickory and Elm in the line of Duncan McArthurs Survey No. 6507 thence with his line connecting the course thereof S 49 E 116 poles to a large white Oak Hickory and ash the ash down the Oak dead & partly burned South west corner to William Frazers Survey No. 3690 & South easterly corner to said McArthurs Survey No. 6507 thence S 7 W 75 poles to a stake in a pond supposed to be in the east line of the Original Survey. thence N 81.05 W 59½ poles to two Beeches and a sugartree in the west Original line & in the line of Robert Means Survey No. 5387 thence with the line of said Means connecting the course thereof N 8.50 E 140½ poles to the Beginning containing five hundred acres. Also laid off Lot No. 3 to John L Doran Beginning at two Beeches and sugartree in the west Original line of said Survey in the line of Robert Means Survey No. 5387 & South westerly corner to Lot No. 2 thence with the line of said lot No. 2 S 81.05 E 59½ poles to a stake in the east Original line of said Survey=



= thence with said line S 7 W 135 poles & three links to a stake in the south east corner of said survey (supposed to be) (no living corner found) thence with the south original line connecting the course thereof N 81.05 W 592 poles to a Beech & Hickory supposed to be the south west original corner ~~corner~~ of said survey thence with the line connecting the course thereof N 8.50 E 135 poles & three links to the Beginning containing five hundred acres July 27th 1839

Cyprian Lee
Stephen McSwain
Levi Phelps

Fees

Commissioner		Cyprian Lee two days	$2.00
"		Levi Phelps do. do	2.00
"		Stephen McLain	2.00
Surveyor		Levi Phelps 4 days	8.00
Cl.	2 days	Elijah Arahud	1.50
do.	3 "	Saml. King	2.25
Mkr.	3 "	Smith Brown	2.25
Cler.	1	J Brown Sam	75
			$20.75

Executed the above command by calling Cyprian Lee Stephen McLane and Levi Phelps who after being legally sworn by Ira Wood a Justice of the Peace returned to me the within report which I ask to be received as part of my return

July 28th 1839 R Clark Sheriff

Sheriff fees

Serv	100
Mil	10
Justice fees	25
	$1,35

John A. Bryan

vs. } Confirmation of Report &c

John L. Doran et al

John A. Bryan
vs.
John L. Doran &
Elias F. Drake & ths

Petition for Partition
On motion to the Court
by Brush & Gilbert, Counsel
for Petitioner and upon producing the proceedings
of the Sheriff, and also the report and proceedings
of the Commissioners hereinbefore appointed,
and the same being examined, it is ordered
that said proceedings and report be and the
same are hereby ~~Confirmed~~ approved and
confirmed; and that the said parties hold
in severalty the shares set off and assigned
to each respectively by the said Commis-
sioners; and it is further ordered that
the costs and expenses of this suit, taxed at

including a counsel fee of Fifty dollars
to Brush & Gilbert, be paid within twenty
days, by the parties in the following proportions, to wit, one third thereof by the said
John A. Bryan, one third thereof by the
said Elias F. Drake and the remaining
third by the said John L. Doran, and in
default thereof, that execution issue therefor.

Union Com. Pleas
John A. Boyan
vs. Notice
E. H. Drake & others

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stances. A man was descending
river with three children in his pirogue
and his children had landed on a d
island on a bitter snowy evening in
cember. There were but two houses,
these at a little prarie opposite the is
within a great distance. He w
more whiskey, although he had
drinking too freely. Against the pe
sions of his children, he left them, to
over to these houses to renew his su
The wind blew high, and the river
rough. Nothing could dissuade
from this dangerous attempt. He told
he should return that night. He left
in tears, and exposed to the pitiless
ings of the storm, and started for h
rouse. The children saw the boat
before he had half croosed the pass
the man was drowned.

"These forlorn beings were left w
any other covering than their own
ragged dress, for he had taken his bl
with him. They neither had f

State of Ohio }
Union County } ss. Personally appeared in open Court Stephen McLain, who being duly sworn deposes and says, that the annexed notice was published in "Our Freedom and Union County Advertiser". a newspaper published and in general circulation in Union County Ohio, for more than forty days successively previous to the present term of this Court.

Printers fees $7.87.

Stephen McLain

Sworn to and subscribed in open Court this 12th of July 1839.

Jas H. Gill Clk

STATE OF OHIO, }
UNION COUNTY, ss. }

John A. Bryan vs. Elias F. Drake, John L. Doran, and Marvin McNulty, & John M. Chapman. } Partition

THE said defendents will take notice, that a petition was filed against them on the 25th day of April, A, D. 1839, by the said John A. Bryan, and is now pending, wherein the said John A. Bryan demands partition of the following real estate, situate in Union County and State of Ohio, to wit: Survey of Twelve Hundred Acres of Land on part of a Military warrant No. 5157, in favor of James Gilmore, on the waters of Bokes creek; beginning at a beach, hickory and elm; southeasterly corner to Robert Mean's Survey, No. 5387, running with his line, and with the line of Baxly and Maryman's Survey No. 3238, N 7 degress E 350 poles crossing several branches to two elms, two hickories, two buckeyes, and two beaches, southwesterly corner to Duncan McArthur's Survey, No. 6507; thence with his line, S 51 degrees E 626 poles, crossing a large branch at 82 poles, a small branch at 100 poles, a large branch at 336 poles, and a small branch at 350 poles, to a large white oak, ash and hickory, southeast corner, to said McArthur's survey, and southwesterly corner to the representatives of William Frazer's survey, No. 3690; thence S 7 deg. W. 198 poles to a beach; thence N 83 degrees W 530 poles to the beginning, being the same patented to Samuel McKee, on the 30th day of April, A.D. 1812—and that at the next July term A.D. 1839 of the Court of C mmon Pleas of said County of Union, application will be made by the said John A. Bryan for an order, that partition may be made of said premises.

BRUSH & GILBERT. Att'ys for Petitioner.

April 26, 1839. 14*8w

No. 39-CH-10

Union Common Pleas Court.

Samuel Staly Plaintiff,

AGAINST

Isaac Hall Defendant.

APR 1843

Dismissed

No Record.

Journal 3 Page 123

Record No. Page

Ex. Doc. Page

Saml Haley

vs

Isaac Nalle

Bill in Chy

Filed Apl 25. 1839

Jas. H. Lee clk

Cost bill made

1843

Hadly Kerr

for Complt

Union Com. Pleas

Saml. Slatery
vs. Sub in chy
Isaac Hall
Filed Apl 25. 1839
Geo. H. Gill Clk

Serd by Delivering a certified Copy to Defendant
E. Clark Sheriff

Serv.	25
Mile.	15
Cost	40

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Isaac Hall to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on forthwith to answer the matters and things contained in Bill in Chancery exhibited against him by Samuel Slaty and this he 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 aforesaid at the Court House in Marysville this 25th day of Apl A.D. 1837

James H. Gill clk

Saml Staley
v
Isaac Hall

In Chancery
Union Comm Pleas
Issue Subpoena returnable
forth with

Hall & Kinney
for Complt

J. B. Gile Clk

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

Your Petitioner Samuel Staley of said County respectfully unto your Honors that one Isaac Hall whom your Petitioner prays may be made defendant to this Bill some time in the month of Sept AD 1835 was seized or pretended to be seized in fee simple of a certain piece of land situate in said County of Union. And the said Isaac Hall being desirous of disposing of said land, entered into an agreement in writing with one Thomas Emerson for the sale thereof to him which said writing was signed by the said Isaac Hall and is in substance as follows

The said Isaac Hall bound himself his heirs executors or administrators to make to the said Thomas Emerson his heirs or assigns a good & sufficient Warrantee Deed of a piece of land lying in Paris Township Union County bounded as follows Beginning at the N.E corner of the land purchased by Peter Hall of Josiah Samms and being a part of the same thence to John Yoste corner. thence south to the road leading from Marysville to Dennis mills thence with said road to the east line thence with the east line to the beginning containing seven acres more or less. said Deed to be made on or before the 25th of December 1838. In consideration of the advantage to be derived from an article for the clearing of land dated 24th Nov 1836 a copy of which agreement is herewith filed and made part of this Bill

You petitioner further represents that the said Emerson complied with all the requisitions of said contract in every particular as he

was bound to do. and afterwards to wit on the 4th day of December 1838 The said Emerson for a valuable consideration paid to him then & there at the County aforesaid duly assigned the said agreement for the conveyance of land to your petitioner. by reference to which assignment on the back of said agreement herewith filed & made part of this Bill will more fully appear

Your Petitioner further represents that the time in which the said Hall was to convey said land as aforesaid has long since passed and your petitioner has applied to the said Hall and requested him convey said land to your petitioner as he was bound to do by his said agreement

Your Petitioner further charges that said Hall has not conveyed said land to said Emerson or to your petitioner but has hitherto wholly refused & neglected to convey.

Your Petitioner therefore prays that the writ of subpoena may issue that said Hall may be compelled to answer all the matters & things contained in this Bill that the said Hall may be decreed to specifically perform his said agreement or if it should be found that he is unable so to do that he may be decreed to repay to your petitioner his purchase money with interest and such damage as your petitioner may have sustained by reason of the premises & that your petitioner may have such other & further relief as equity and good conscience may require

Hall & Kinney

Sol per Complt

Chancery Case File

Case No. 1839-CH-0011

Chancery Case

1839-CH-0011

located with

Supreme Court Case

1840-SC-0002

No. 39-CH-12

Union Common Pleas Court.

James Cluggage Plaintiff,

AGAINST

Ebenezer Abott et al Defendant.

MAY TERM, 1840

DECREE FOR PLAINTF

Journal 2 Page 205

Record No. 3 Page 364

Ex. Doc. Page

in said Deed and for the taxes paid by the Mortgagees upon said premises since the Execution of said Deed. ~~You petitioner further prays that~~ and that said premises may be sold, the amount due you petitioner as aforesaid satisfied from the proceeds thereof.

You petitioner further prays that by order of this Court the appraisers ~~who~~ who may be directed to appraise said premises ~~are sold~~ before sale thereof may be directed to appraise the same subject to the widows dower and the value thereof without the improvements ~~placed~~ made thereon. May you petitioner or those acting under him and such other & further relief as equity & good conscience may require.

D. Wall Sol
for Compt

Filed Chicago
by
E. Walsh Adm of
B Rakkaway Dec
et al
Filed May 31, 1839
Saml W. Geo Clerk
$247.70

Wall for Compt

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

Your Petitioner James Clayage of the said county of Union respectfully represents that on the 18th day of November AD 1834 one Baley Hathaway of Cuyahoga county in said state was seized or pretended to be seized in fee simple of the following described land lying in Leesburgh Township Union Co & Being part of Survey No 3386 bounded as follows Beginning at 2 Beeches & a Sugar tree North East corner of Lot No 6 as divided and numbered by Alexander Robinson Surveyor Thence North 80° E. 171 poles and 4 links to 2 Beeches an Iron wood & Sugar tree Thence South 80° West 175 poles & 2 links to 3 Beeches Thence S. 7° 45' W. 100 poles to the beginning containing one hundred & five acres more or less. And the said Hathaway being in want of money did on the day and year last aforesaid borrowed of one Silas G. Strong of said County of Union the sum of $163 84 for which the said Hathaway executed his certain promissory note by which he promised to pay said Silas G Strong or order the said sum of $163 84 on or before the fifteenth day of August 1835 with interest. To secure the payment of which together with the costs of executing ~~said~~ a Mortgage Deed & the cost which might necessarily expended in the collection of said loaned money on the day & year first above written the said Baley Hathaway by his deed duly executed under his own proper hand & seal & duly acknowledged (said deed was signed in presence of two witnesses but from mistake they did not attest the same as witnesses) conveyed the premises above described in fee simple to said Silas G Strong his heirs & assigns forever subject however to a condition of defeasance on the payment of said note for $163 84 with interest and costs thereof & costs necessarily expended in

in collecting said loaned money than said Deed was to be void — a copy of which Deed is herewith filed and made part of this Bill which being referred to will more fully appear. Your ~~Orator~~ petitioner further represents that the said sums of money mentioned in said Note & in the condition of defeasance to said Deed or any part thereof had not been paid to the said Silas Stong at the time limited in said Deed for the payment thereof whereby the title in said premises became vested in said Stong redeemable nevertheless in equity on payment of said sums of money. Your petitioner further represents that said money being so due & owing as aforesaid to said Stong from said Bathaway. Stong applied to Bathaway and requested them to pay the same which he wholly neglected and refused to do. Thereupon the said Silas Stong on the 29th day of Jany. 1837. Cond at Union Co. for a valuable consideration duly assigned said Deed to one Jessey Butcher together with Note to secure ~~for~~ the payment of which so said ~~made~~ Deed was executed a copy of which assignments are herewith filed by reference to which will more fully appear.

Your petitioner further states that said sums of money so due & owing and to secure which said Deed was executed were never paid to said Jessey Butcher or any part thereof

And afterwards on the 31st day of March 1838 the said Jessey Butcher for a valuable consideration duly assigned said Note & Deed to your petitioner both of which last assignments are herewith filed & made part of this Bill reference thereto being had will more fully appear

Your Petitioner further represents that said sums of money mentioned in the condition of defeasance to said Mortgage ~~have not~~

Deed and to secure the payment of which said Deed was executed have never been paid either to the said Elias Strong Jeremy Butler or your petitioner but the whole thereof remains due & unpaid to your petitioner

Your Petitioner further represents that said Baley Hathaway has since the existution of said Deed deceased and one Ebenezer Abbott of Cuyahoga County has been duely appointed administrator of his Estate & your petitioner therefore made application to said Administrator & requested the payment of the said sums of money so due as aforesaid yet said Adm. wholly neglected to pay the same or any part thereof but informed your petitioner that said Estate was insolvent & said premises never would be redeemed. said Hathaway ~~leaving~~ surviving Deantha Hathaway an infant Daughter his only heir at law

Your petitioner therefore prays that said Ebenezer Abbott as Adm of said estate of Baley Hathaway deceased and said Deantha Hathaway may be made defendants to this Bill ~~that they~~

Your petitioner further represents that your petitioner and the Mortgagees have been in possession of said premises and have made large and valuable improvements thereon — that the wife of said Hathaway is still living & claims right of dower in said premises

Your petitioner therefore prays that the mistake made or neglect in obtaining the signature of the witnesses to said Deed may be corrected by the decree of this Court. ~~If the premises may be sold and~~ That an account may be taken of the amount due your petitioner ~~for~~ upon said note & by the condition of defeasance

Union Common Pleas

Samuel Clugage
vs
Chas. Abbott, Walter Baley, Geoffrey Jones

Filed June 16, 1839
Thomas M. Ellis
Clerk

The State of Ohio
Geauga County ss:

Mayfield June 12th 1839
Then & there served this writ on the within named Chauncey Abbott by delivering him a true copy thereof

J. S. Henderson Sheriff
H. Burke Deputy

Sheriff's fees
Serve & return 35
Mileage — 1.00
Copy — 25
$1.60
.50 Postage

The State of Ohio Union County ss

To the Sheriff of Cuyahoga County Greeting

We command you to summon Ebenezer Abbott admr. of the Estate of Baley Hathaway decd to appear before our Court Common Pleas in and for the County of Union aforesaid, on the twelfth day of July next to answer the matters and charges contained in a Bill in Chancery Exhibited against him in said Court, by James Cluggage and this he 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 in and for the County of Union aforesaid at Marysville this 30th day of May A.D. 1839

James H. Gill Clerk

James Clergayo

vs } Plea

E Abbott Adr
et-al

Plea

Filed July 15. 1839
James H. Gill Clk

James Cluggage vs Ebenezer Abbott Adm of the Estate of Bailey Hathaway deceased & al. Deantha Hathaway infant heir of Bailey Hathaway

Union Common Pleas

In Chancery

P. B. Cole Esq. Guardian ad litem of Deantha Hathaway comes and confesses the matters and things contained in Complainants Bill — that he cannot gainsay the right of Complainant to a decree of this Court — according to the prayer of said Bill. P. B. Cole Guardian ad litem

James Clugage
vs
E. Abbott Adm of
B Hathaway & do
& S B Cole. Guardian
Ad litem of Dorotha
Hathaway infant
daughter of said Daily Hathaway

In Union Common
Pleas. Judge Lemon
Aug 28

The Defendants will take Notice that Depositions will be taken in this Cause on the 23d of Sept next before W B Johnston Mayor of the Town of Marysville at his office in said town between 6 o'clock A.M & Eight PM on said day

Aug 20 1839

A Hall Sol
for complt

R. M. Bratney's
Affidavit

Filed May 26-60
S. H. Gill Clk

Sheriff Sale.

BY virtue of an order to me directed from the Court of Common Pleas of Union county, I will offer at public sale on the 3d day of February next at the door of the court house in Marysville, the following real estate, to wit: one hundred and five acres of land, being part of Military survey No. 5506, being the part contained in the following bounds, to wit: beginning at two beeches and a sugar tree, the northeast corner of Lot No. 6, as described and numbered by Alexander Robinson, surveyor, thence North 80 degrees east 171 poles and four links to two beeches, an ironwood and sugar tree; thence south 10 degrees east 100 poles to an ironwood and two beeches; thence south eight degrees West 175 poles and two links to three beeches; thence N. 7 degrees 45 minntes W. 100 poles to the beginning. To be sold to satisfy r decree against Bailey Hathaway, in favor of James Clugage.

R. CLARK, Sheriff.

Jan. 31, 1840 ts

State of Ohio Union County ss

Robert McBratney one of the publishers of the Union Star a paper published in Union County Ohio who being duly sworn according to law deposeth and saith that ~~the~~ a copy of the notice hereunto attached was published in said paper regularly for more than thirty days previous to the third day of February last — R. McBratney

Sworn & subscribed this 25th day of May 1840

Silas G. Strong Ap[illegible]

Pr[illegible]

James Clugage
vs
Ebenezer Abbott
Adm of the estate of
Baby Hathaway dec
et al

In Chancery
Issue Subpoena to the Sheriff
of Cuyaha County for Ebenezer
Abbott Adm as aforesaid
A Hall Sol
per compl

J Clark Comm Cl P.

June 28th 1837 Principal —	$163 84
Mortgage Acknowledgment & Recon	1 62.5
Int on $165.46. 2 years 7 Months & 11 Days	25.94.9
Taxes for 1834, 35. & 36 - Including 6.09 of 4%	06.096
	~~$197.50~~
	$197.50.0

I certify that the above tax for the years 1834-35 and 36 was paid by S. G. Strong
A. Pollock

For and in consideration of the sum of One Hundred & Ninety Seven Dollars & fifty cents I do hereby assign All my Right & Title of in and to the Mortgage and the Land & Interest mentioned therein upon the Street - to Jesse Boucher as I Also Have this Day Assigned the Note mentioned therein to Jesse Boucher. Sharpsville June 29th 1837

Attest
A. Hall

Silas G. Strong

For and in consideration of the sum of two hundred and eight Dollars thirty two cents and five mills I do hereby Assign all my Right and title of in and to the mortgage and the land & interest which may accrue thereupon to James Cluggage as I have this day assigned the Note mentioned therein to the Cluggage Bond this 31st 1838

Jesse Butcher

Received and recorded this Mortgage January 22d 1839 in Vol 7 page 1 & 5 at 12 o'clk M

P B Smith Recorder

Know all Men by these presents that I Baley Hathaway of the County of Cuyahoga State of Ohio - for and in consideration of the Sum of One hundred and Sixty three dollars & Eighty five cents to me in hand paid by Silas G Strong the receipt whereof is hereby acknowledged - I have granted bargained sold released conveyed & confirmed and by these presents do grant Bargain Sell release convey and confirm unto him the Said Silas G Strong & unto his heirs and assigns - forever All that piece or parcel of Land Lying and being Situate in Said County of Union Being part of Survey No 5506 and being that part of Said Survey contained in the - following Boundaries to wit Beginning Two beaches and a - Sugar tree the Northeast corner of Lot No 6 as Divided and Numbered by Alexander Robinson Surveyor Thence N 80° E 171 poles and four Links to two beaches and an Iron Wood & Sugar tree Thence S 10 E 100 poles to To an Ironwood and two beaches thence South Eighty West 175 poles and two Links to three beaches - thence North 7°,45,, W 100 poles to the beginning containing one hundred & five acres Be the Same More or Less Together with all & Singular the privileges and appurtenances thereunto belonging or in any wise appertaining - To have and to hold the Same unto him the Said Silas G Strong and unto his heirs and assigns forever and the Said Bayley Hathaway hereby covenants that he has good right and Lawfull Authority to Sell and convey the Same in Manner and form aforesaid & that unto him the Said Silas G Strong & his heirs the premises aforesaid he the Said Baley Hathaway hereby covenants that he will warrant & forever defend against all Manner of persons whomsoever ——

It is ~~Sup~~ Upon this ~~Ex~~ proviso condition any thing herein to the contrary Notwithstanding - that is to Say If the Said Baley Does well and truely pay to the Said Silas G Strong the full amount of the principal and Interest Specified in and by a certain

Filed & recorded the assignment
June 29th 1839 in Vol 6 page 60
P B Smith Recorder Pro

B.

Baley Hathaway
To
Mortgage Deed
Silas G Strong

Received this Deed
for record at 11
o'clock & 10 minute
May 24 1835 & Re
corded May 26th 1835
at 10 o'clock in Book
4 Page 477 & 8
P B Smith Rec
By W. W. Steele
Filed May 30. 1839
James H. Gill Clk.

Fee 62½
50 cts paid

Note of Even date herewith Executed by said Baley Hathaway to said Silas G Strong for the sum of ~~[illegible]~~ One hundred and Sixty three Dollars and Eighty four cents with Interest and Made pay able on or before the fifteenth Day of August Next after the Date thereof together with the costs hereof and such costs as May necessarily be made in the collection of the Same — then this Indenture is to be held for Naught & to be and remain of none Effect But if Default be made in the payment as above Specified then It May be Lawfull for said Silas G Strong to foreclose this Mortgage agreeably to the forms of the Statute in such case Made and provided as the usages of our court of Justices

Witness the hand and Seal of the said Baley Hathaway hereunto set this 18th Day of November A D 1834

Baley Hathaway Seal

State of Ohio Union County ss

Before me Wm B Irwin One of the acting Justices of the peace in and for said County personally came Baley Hathaway and acknowledged the Signing and Sealing of the foregoing Indenture for the special purpose therein Expressed

Given Under My hand and Seal this 18th day of November A D 1834

William B Irwin J. P.

Justice of the peace Seal

Drawing Mortgage $100 Including acknowledgment Recording fees — 62½

Filed Oct 17. 1859
Geo. W. Lee Clerk

To the Court of Common Pleas
of Union County Ohio

Deposition of
William B Irwin & Silas B Strong in the
Suit of James Clugage against Baxter
Heirs of Barly Hathaway Dec in Said
Court depending

Deposition of William B Irwin of the County of Union & State of Ohio Taken on the 28 day of September in the year 1839 between the hours of 8 o'clock A.M & 2 o'clock P.M of said day at the office of S B Johnson Mayor of the Town of Marysville pursuant to the Enclosed Notice To be Read in evidence in a Cause pending in the Court of Common Pleas of Union County wherein James Clagg is Plaintiff & D Abbot Administrator of B Hathaway Deceased & P B Cole Guardian Petitioner of Diantha Hathaway Infant daughter of said Baily Hathaway are Defendants as follows

William B Irwin of Lawful age having been duly sworn by me Deposeth & saith that the Enclosed Mortgage signed by Baily Hathaway & marked B was Acknowledged before me an acting Justice of the Peace by said Hathaway and from my Manner of doing Business & from the circumstances flowing my Recollection I verily Believe that the said Mortgage was Executed on the same day that the Date thereof specifies - And that the said Hathaway Acknowledged then he Voluntarily Signed & sealed said Mortgage for the uses & Purposes therein mentioned And further this Deponent saith not William B Irwin

The above Deposition was Subscribed & sworn to before me & was Committed to writing by me on the day & year above written

S B Johnson Mayor of the town of Marysville

Seal

Also at the same time & place and for the same purpose as before mentioned came Silas G Strong of the county of Union and State of Ohio of lawful age & being duly sworn Deposeth and saith that some time about the 18th day of November AD 1834 he deponent loaned the same Land described in a Mortgage herein inclosed & marked B to Baily Hathaway and took said Mortgage of said Hathaway to secure the payment of in part for the purchase money which I charge to myself as the agent of John B Bean to wit the sum of $163,84 for to secure the payment of which said mortgage was executed by said Baily Hath. a way But through inadvertance there was no subscribing witness to said And at the time said Mortgage was executed said Baily Hathaway appeared to be a man in good health & sound mind & further the deponent saith not

Silas G Strong

The above Deposition was sworn to & subscribed before me and committed to writing by me on this 28th day of September AD 1839

S B Johnson Mayor of the Town of Marysville

Seal

I S B Johnson Mayor of the town of Marysville Do hereby Certify that Silas G Strong & William Irwin was by me sworn to testify the truth the whole truth and nothing but the truth in the above cause and that the Depositions by them subscribed were received to writing by me and taken at the time & place specified in the enclosed Notice

S B Johnson Mayor

Seal

Fee bill

Silas G Strong	Witness	.50
William B Irwin	Do	.50
		1.00
Mayors fee		
Swearing witness		.08
writing 630 words		62½
		70½

Too 70½

$1.70½

S B Johnson Mayor

Union Com. Pleas

James Cluggage
vs } Ex
Ebn. Abbott

Clerks fee — 75
Foreclosure

Serv — — —	35
Serv — —	35
Mil — — —	30
6 mot Adv	2,25
Inquest — —	1,00
Copy Appr	15
Appro fee —	1,50
Foundage	6,00
Not Adv	3,00
	15,65
	15,65

Filed May 4th 1846
Jas. H. Gill Clk

Rec'd Oct 4th 1839
Inquest to levy and ~~Appraisement~~ 1,25
Inquest of land inquired by the within and ~~appraised~~
the value by the oaths of Ezra Bates, James
Dunn and Peter Butler for $450 subject to
Mortgage Lands and Appraised to Tale on the
thro. Day of February 1840 Where land
appeared to advertisement and Tale the
same to James Cluggage for three hundred Dollars
it being two thirds of the appraisement and the
highest and best bid

E Clark Sheriff

James Cluggage
vs
Ebenezer Abbott
Admr of B. Hathaway
decsd & P. B. Cole
Guardian ad litem for
Dianthe Hathaway

In Chancery. To foreclose mortgage

This cause comes on to be heard upon the bill Exhibits and Testimony together with the answer of P. B. Cole Guardian ad litem for Dianthe Hathaway the Infant defendant to this Bill and defendant Ebenezer Abbott admr of said Bailey Hathaway decease aforesaid failing to plead answer or defend. It is considered by the Court that the Bill of complainant be taken for confessed, and the Court upon Examination do find that there is due said complainant on said mortgaged premises from defendant the sum of Two hundred and Twenty seven dollars and 90/100 as his principal and Interest upon the same

It is therefore considered that the deft pay into the hands of the Clerk of this Court within 10 days the said principal and Interest & costs of this suit, and in default thereof that the deft be barred and foreclosed of all equity of redemption in said premises and that Ransom Clark Sheriff cause a valuation of said premises to be made subject to the widows dower and that he proceed to sell said lands and tenements in the Bill described subject to the widows said right of dower and that said Shff in the valuation and sale of said premises be governed by the act regulating Sales of Real Estates on executions at Law and that he report his proceedings in the premises to this Court at its next Term

I James H. Gill Clerk of Union Com Pleas do hereby certify that the above is taken and correctly copied from the records of said Court at the Oct Term thereof 1839

Given under my hand and seal of office at Marysville this 9th day of Oct 1839

James H Gill Clk

Barlow Hathaway

Note $164 00

Due Aug 15, 1835

Filed May 30. 1839
Jas. M. Lee Clk

For value Rec'd I
hereby assign the within
to Jesse Butcher as
I also assign the mort
gage securing the pay
ment thereof Jan 29th
1837 S G Strong

For value Recv'd
I assign all the
within note to
James Cluggage
As I have assigned
the mortgage
to secure the payment
thereof March the
31st 1834
Jesse Butcher

Should be 12th Nov

$164 84/100 Marysville Nov 1834 ~~182~~

On or before the Fifteenth day of August Eighteen hundred and thirty four I promise to pay Silas G Strong or order, for value received, One hundred and ~~Dollars~~ sixty three ~~Cents~~ ~~Dollars~~ Dollars and Eighty four cents with Interest for value Received

Buley Hathaway (Seal)

Witness - No Bean

Gallagher, Printer, Columbus.

No.

Treasurer's Office, Union County, Ohio,

Nov. 25th 1837.

Received of Jesse Butcher

one Dollars, 96 cents, 1 mills,

tax on 185 acres of Land, No. 5-5-16 Connersmith Lot No 6

likewise Dollars, 87 cents, 4 mills,

in full of his chattel tax, for the year 1837.

$ 2.77,5

A. Pollock Treas. Union Co.

Rec'd James Clugage $3.00 tax on 100 Acres of land No 5506 for the year 1838 Jan. 21st 1839

Pd. land Sold to B. Hathaway

A. Pollock Jr. A. C.

Chancery Case File

Case No. 1839-CH-0013

Union Com Pleas

Heirs of Jno Swan

Pet to redeem

land sold for

taxes

Filed July 11. 1839

Jas H. Giles Clk

To the Court of Common Pleas of Union County Ohio

James Swan & others the Heirs and legal representatives of John Swan respectfully represent that on the 26th day of December 1836 there was sold by the proper officer of said County for non payment of taxes the following lands belonging to your petitioners to one Manly S. Butler, to wit

Survey No 9920 of 1000 acres
" " 9941 " 266⅔ acres
" " 9898 " 200 acres
" " 9899 " 166⅔ acres
" " 9894 " 215 acres. That on the 26th day of October 1838 your petitioners deposited with the Clerk of the Court of Com Pleas of this County the sum of $159.18 the legal amount necessary to redeem said lands as by the receipt of said Clerk herewith filed more appears. Your petitioners also represent that they have given the legal notice by publication to said Butler as by a copy thereof & affidavit attached hereto more fully appears. They therefore pray an order of redemption of said lands.

By M. Gilbert their Atty

Upper Con Class
Jno Swan, Atty
Lands
Clk's rec't

Filed July 12. 1839
Jas. H. Gee Clk

Received Oct 26th 1838 of the Heirs and legal representatives of John Swan decd, the sum of One hundred and fifty nine dollars and eighteen cents in Specie by the hands of M. J. Gilbert deposited with me for the redemption of the following lands sold by the Treasurer of Union County Ohio on the 26th day of December 1836 for Taxes it being the amount of Taxes for which they were sold Interest and penalty thereon Taxes subsequently paid &c Sold to Manly S. Butler and in the name of John Swan

No 9220 of 1000 acres
" 9941 of 266⅔ acres
" 9898 of 200 acres
" 9899 of 166⅔ acres
" 9894 of 315 acres

In Jackson Township except the last which is in York Township Union County

Wm. J. Gill Clerk U. C. P.

No. 39-CH-13

Union Common Pleas Court.

John Swan, heirs, Plaintiff,

AGAINST

Manley S. Butler Defendant.

JUL TERM. 1839

Restoration of Lands,

Journal 2 Page 110

Record No. 3 Page 279

Ex. Doc. Page

Union Com. Plea
John Swans heirs
vs. Notice
Manly S. Butler

Filed July 12. 1839
Jas H. Gill Clk

State of Ohio }
Union County ss. }

Personally appeared in open Court Stephen McLain one of the publishers of "Our Freedom and Union County Advertiser," a Newspaper published in Union County Ohio, and of general circulation therein, who being duly sworn according to law says that the annexed notice has been published therein for six consecutive weeks prior to the ~~opening~~ meeting of this Court, of which said Notice is one.

Fees $3.37. Paid

Stephen McLain

Sworn to and subscribed in open Court the 12th day of July 1839.

Jas H. Gill Clk

STATE OF OHIO,
UNION COUNTY SS.

MANLY S BUTLER will take notice that on the 26th day of October, 1838, the heirs and legal representatives of John Swan deposited with the Clerk of the Court of Common Pleas of Union County the legal amount necessary to redeem the following lands bought by said Butler for taxes, on the 26th day of December, 1836, to wit: 1000 acres Survey, No. 9920, 266 2-3 acres Survey No. 9941; 200 acres Survey No. 9898; 166 2-3 acres Survey No. 9899; 315 acres Survey 9894, all in said Union County, and that the said heirs and legal representatives will apply to the next Court of Common Pleas of said county for an order of redemption as provided by law.

M. J. GILBERT,
Att'y. Heirs, &c.

May 1st, 1839. 14*8.

I assign the within without recourse
to R Douglas — J Taylor

The within bonds redeemed —

Attest — R Douglas.

I assign the within to Jas Taylor
for without recourse value received

M J Butler

To Union Surveyor

I hereby certify that 266⅔ acres of Land was this day sold for taxes unto Manly S Butler for the sum of seven dollars & twenty nine cents, being a tract of Land entered for taxation in the name of John Swan No. of Entry 9941 Orginal Quantity 1000 acres the Orginal Propietor John Swan

The quantity of Land so purchased being subject to redemption at any time within two years from this date. on paymen in the manner prescribed by Law

Given under my hand this 26th day of December 1836

Union
Jackson
Township

Levi Phelps Auditor
of Union County

I hereby assign the within [illegible]
to James Taylor [illegible] and [illegible]
of [illegible] to me [illegible]
The within [illegible] [illegible]
N. Butler

TO UNION COUNTY SURVEYOR.

I HEREBY Certify that 200 acres of land, was this day sold for taxes unto Mc Cauley & Butler for the sum of six dollars eighty two cents and 7 mills; being part of a tract of land entered for taxation, in the name of John Swan

No. of Entry 9899 Original Quantity 1000 acres Water course Rush creek Original Proprietor, John Swan

YOU Are required, at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption, at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per-cent thereon—and the amount of taxes paid by said purchaser, together with interest.—Given under my hand this 26 day of December 1826

County Auditor.

Levi Phelps

I hereby assign this certificate
to James Gordon for and towards my
land of Dreadnought Dec. 22 1837
The within lands purchased
G. V. Butler

TO UNION COUNTY SURVEYOR.

I HEREBY Certify that 166¾ acres of land, was this day sold for taxes unto Manly S Butler for the sum of five dollars 65 cents and 1 mills; being a tract of land entered for taxation, in the name of John Swan

No. of Entry 9899 Original Quantity 1000 acres Water course Darby Creek

Original Proprietor,

YOU Are required, at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption, at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per-cent thereon—and the amount of taxes paid by said purchaser, together with interest.—Given under my hand this 26th day of December 1836

Levi Phelps

County Auditor.

For

John Swains survey

No 9920 - 1000 acres

The within Grant is registered

attest — A. J. Boyd

To Union County Surveyor

I hereby certify that 1,000 acres of land was this day sold for taxes unto Manly S Butler for the sum of 32 dollars 83 cents and — mills being a tract of land entered for taxation in the name of John Swan No. of entry 9920 original quantity 1000 acres water course Rush Creek original proprietor John Swan

You are required at the request of said purchaser to lay off by meters & bounds as near square as may be at the most north-westerly of the tract from which the sale is made. The quantity so purchased being subject to redemption at any time within two years from this date on payment (in the manner described by law) of the purchase money with fifty per cent thereon — and the amount of taxes paid by said purchaser together with ~~with~~ interest

Given under my hand this 26th day of Dec. AD 1836

Levi Phelps Auditor of Union County

Chancery Case File

Case No. 1839-CH-0014

No. 39-CH-14

Union Common Pleas Court.

Marvin McKelly et al
Plaintiff,

AGAINST

John L Doran
Defendant.

OCT TERM 1849

Foreclosure

DECREE FOR PLAINTIF

amt $6585,00

Recorded &
Indexed.

Journal 2 Page 276 284

Record No. 3 Page 449

Ex. Doc. Page

Union Com. Pleas
Marvin McAuley &
George M. Chapman
vs. Bill in Eq.
John L. Doran
Filed July 11. 1839
James H. Gill Clk.

Ja decree for foreclosure
cost bill made
Recorded

Brush & Gillett

To the Honorable the President and Associate Judges of the Court of Common Pleas of the County of Union in Chancery Sitting.

Humbly complaining shew unto your honors, your Orators Marvin McAuley and George W. Chapman, of the City and State of Newyork, that on the 4th day of October A. D. 1838, one John L. Doran, (whom your orators prays may be made defendant hereto) executed to your Orators his three promissory notes for two thousand Dollars, each, with interest, payable in six, twelve and eighteen months respectively, the first of which now due is herewith filed and made a part hereof marked as voucher "A". Your Orators further charge, that on the said 4th of October A. D. 1838, the said defendant Doran, executed to your Orators, his sealed bond, to secure the payment of said three several promissory notes, which said bond is herewith filed and made a part hereof marked as voucher "B". Your Orators further represent and charge, that in order further to secure said sum of six thousand Dollars, the said defendant Doran, on the said 4th day of October A. D. 1838, executed to your Orators, his certain deed of Mortgage of the following lands and real estate to wit, The undivided one third part of all that certain tract of land, situate in Union County Ohio being a Survey of twelve hundred acres of land on part of a Military warrant No. 5757 in the

Name of James Gilmore, on the waters of Bikes Creek, all which is more particularly described and will more fully appear, reference being had to said mortgage deed therewith filed and made a part hereof, marked as Voucher "C". Your Orator further represents and charges, that the first note of two thousand dollars has become due, with the interest thereon, and no part of the same has been paid and the said defendant Doran has absconded and left the State of Ohio, and gone to parts unknown to Your Orators, though Your Orators are informed and believe that he has gone to the Republic of Texas, the common refuge of all villains. Your Orators further represent and charge that at the time of the execution of said mortgage, said Doran represented to Your Orators, that said undivided one third part of said twelve hundred acres of land was worth upwards of twelve thousand dollars, whereas in truth and in fact Your Orators have since learnt, that said land so mortgaged to them is not sufficient in value, to pay the said sum of two thousand dollars now due on said ~~note~~ first mentioned note. Your Orators further represent and charge, that they have been informed, that the remaining two thirds of said twelve hundred acres, belongs to one John A. Bryan and one Elias F. Drake

as tenants in common with the said Doran and that at the March Term A.D. 1839 of your honorable Court, said Bryan, filed his petition for a partition of said 1200 acres of land, in which said petition your Orators were made parties defendants. Your Orators pray the premises considered that the said defendant Doran, may full, true and perfect answer make, to this your Orators bill, and to all the matters and things herein charged, as if the same were here again repeated and he, thereunto particularly interrogated, and by a decree of this honorable Court, that said mortgage and the equity of said Doran in said mortgaged premises be forever barred and foreclosed, and if necessary said land be sold for the payment of the amount now due your Orators or so much thereof as the same will satisfy and discharge. Your Orators also pray, that this their bill be considered as an answer to said petition of John A. Bryan for partition and that an third part of said 1200 acres of land be set off in severalty to your Orators, towards the satisfaction of said debt. and such other and further relief as the nature of the case may require and to your honors may seem meet. Your Orators pray the writ of subpoena and an order of publication, and as in duty bound will ever pray &c.

Brush & Gilbert

Solts for Complts

Hm L. Doran

To

Marvin Mc. Nulty &
George M. Chapman

Mortgage

Recorder office Marysville
Union County Ohio Received
this Mortgage for record Nov
13th 1838 at 12 o'clock M and
Recorded in the same book
in vol 6 pages 605-607

D B Smith Recorder

Rec'd of S S Harrill $1.50
for recording in full
Fee $1.50 D B Smith
Recr

Isaac O. Barker
No. 134 Nassau Street
New York

Boucher. "C."
Filed July 11. 1839
James H. Gill Clk

Received of Mr John L Doran the within mentioned sum of Twelve hundred dollars in full for the within mortgage, and I do hereby release and discharge the premises therein described from the operation of the same, and I do hereby authorize the Recorder of Union County, Ohio, to enter the same on the record of mortgages, and to make the necessary entries upon the margin of the record thereof.

Witness my hand this 16th day of Nov. 1838

Marvin McAuley
Geo. McChapman

This Indenture, made the Fourth day of October in the year one thousand eight hundred and thirty eight Between John L. Doran of Columbus in the State of Ohio, of the First part, and Marvin McAuley and George McChapman of the City of New York of the second part:

WHEREAS the said John L Doran is justly indebted to the said parties of the second part, in the sum of Six Thousand Dollars lawful money of the United States secured to be paid by his certain bond or obligation bearing even date with these presents, in the penal sum of Twelve Thousand dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum Six Thousand Dollars in manner following: viz: The Sum of two thousand dollars in Six months from the date hereof, the sum of two thousand Dollars in twelve months from the date hereof & the sum of two thousand Dollars in eighteen months from the date hereof, with the lawful interest thereon payable half yearly

as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear.

Now this Indenture witnesseth, That the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation with interest thereon, according to the true intent and meaning thereof, and also, for and in consideration of the sum of one dollar, to him in hand paid, by the said parties of the second part, at, or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said parties of the second part, and to their heirs and assigns, for ever, **ALL** The undivided one third part of all that certain tract of Land Situate in Union County, State of Ohio, to wit: Survey of twelve hundred acres of land or part of a military warrant No. 5153 in favor of James Gilmore, the whole thereof being for two thousand Six hundred & Sixty Six and two thirds acres, on the water of Boke's Creek, beginning at a beach hickory & elm, South Easterly corner to Robert Means Survey No. 5387, running with his line & with the line of Bayley & Merryman Survey No 3298, N. 7° E 530 poles crossing several blanches to two Elms, two hickories, two buckeyes and two beeches, Southwesterly corner to Duncan McArthur's Survey No 6507, thence with his line S. 51° E 626 poles crossing a large branch at 82. a small branch at 100. a large branch at 336, and a small branch at 350 poles to a large white oak ash, and hickory, south East corner to said McArthur's Survey, and Southwesterly corner to the Representatives of William Frazer's Survey No 3690. thence S. 7° W. 198 poles to a beach, thence N. 83. W. 530 poles to the beginning

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits

Clerk of the
County of Union
Ohio.

one sheet. paid

thereof; And also all the estate, right, title, interest, ——— property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to ——— their own proper use, benefit, and behoof, for ever. Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay unto the said parties of the second part, their executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine, and be void. And the said John L. Doran ——— for himself his heirs, executors, and administrators, doth covenant and agree to pay unto the said parties of the second part, their executors, administrators, or assigns, the said sum of money, and interest, as mentioned above, and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said parties of the second part, their executors, administrators, and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs, executors, administrators, or assigns, therein, at public auction, according to the act in such case made and provided: And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make, and deliver, to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be) unto the said John L. Doran ——— of the first part, his heirs, executors, administrators, or assigns; which sale so to be made, shall for ever be a perpetual bar, both in law and equity, against the said party of the first part, his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under him or them, or either of them.

In Witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written. ———

Sealed and delivered in the presence of

A. B. Nokes

John L. Doran

State of New York } ss.

ace of October 1838 personally
to me satisfactorily to be
executed the within indenture
scribing witness thereto, (who
ope & say that he resides in
ainted with John L. Doran
person described in & who ex
e said John L. Doran ac
executed the same for the
Isaac O. Barker
missioner of Deeds in & for
County of New York

STATE OF NEW-YORK, }
CITY AND COUNTY OF NEW-YORK, } ss.

I, Joseph Hoxie, Clerk of the City and County of New-York, and also Clerk of the Court of Common Pleas for the said City and County, DO HEREBY CERTIFY, That Isaac O Barker whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Commissioner in and for the City and County aforesaid, dwelling in the said City, commissioned and sworn, and authorised to take the same. And further, that I am well acquainted with the hand writing of such Commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 5 day of Oct 1838.

Joseph Hoxie Clerk.

thereof; And also all the estate, right, title, interest, ——— property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to ——— their own proper use, benefit, and behoof, for ever. Provided always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay unto the said parties of the second part, their executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine, and be void. And the said John L. Doran ——— for himself his heirs, executors, and administrators, doth covenant and agree to pay unto the said parties of the second part, their executors, administrators, or assigns, the said sum of money, and interest, as mentioned above, and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said parties of the second part, their executors, administrators, and assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party of the first part, his heirs, executors, administrators, or assigns, therein, at public auction, according to the act in such case made and provided: And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make, and deliver, to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase money (if any there shall be) unto the said John L. Doran ——— of the first part, his heirs, executors, administrators, or assigns; which sale so to be made, shall for ever be a perpetual bar, both in law and equity, against the said party of the first part, his heirs and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under him or them, or either of them.

In Witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written. ———

Sealed and delivered in the presence of

A. B. Nones

John L. Doran

State of New York
City & County of New York } On the fourth day of October 1898 personally came before me, John L. Doran known to me satisfactorily to be the same person described in & who executed the within indenture by the oath of Aaron B. Noney subscribing witness thereto, (who on being duly sworn before me did depose & say that he resides in the City of New York, that he is acquainted with John L. Doran & that he knew him to be the same person described in & who executed the within indenture) He the said John L. Doran acknowledged before me that he executed the same for the purposes therein mentioned. — Isaac P. Parker
Commissioner of Deeds in & for the City & County of New York

McAulty & Chapman
Atty for Motion
John L. Doran

Filed Oct. 31st 1839
Jas H. Gill Clerk

STATE OF OHIO

Union County, Common Pleas.

Marvin McNulty & John M. Chapman, vs. John L. Doran, } IN CHANCERY.

THE bill in this case charges, that on the 4th of October, A. D. 1838, said Doran executed to said McNulty & Chapman, his three promissory notes for $2000 each, payable in 6, 12 and 18 months respectively with interest, and on the same to secure the payment off said notes said Doran executed his bond and mortgage deed on the undivided one third part o 1200 acres of land in Union county, on Bokes creek, particularly described in said morgage deed, that said bond is not sufficient in value to pay of the first note for $2000 now due, that said Doran has paid no part of said $6000 and has left the State of Ohio. The bill prays that said mortgage may be foreclosed, &c. and for general relief—And now at the July term A. D. 1839 of said Court, it appearing to the satisfaction of the Court, that the said John L. Doran is not a resident of this state, it is ordered, that notice of the pendency of this suit, together with the substance of the bill and prayer thereof be published in "Our Freedom and Union County Advertiser," a newspaper printed and in general circulation in said county of Union, six consecutive weeks prior to the next term of this Court.

A true copy.

Attest JAMES H. GILL, Clerk.

BRUSH & GILBERT, Sol's for Compl's.

July 15, 1839. 24t6

Personally appeared before me in open Court, Stephen McLain, one of the Editors of Our Freedom and Union County Advertiser and being duly sworn deposeth and saith, that the annexed Notice was published in said paper six consecutive weeks from the 15th of July to the 24th of October A. D. 1839 inclusive —

Stephen McLain

Sworn to and subscribed in open Court, this 31st day of October A. D. 1839.

James H. Gill Clerk

Printing fees $5.25

Voucher "B."

John L. Doran

To

Marvin McNulty
& George M. Chapman

Bond

Filed July 11. 1839
Jas H. Gill Clerk

Bond. Sold by J. B. Jansen.

Know all Men by these Presents, THAT

I, John L Doran of Columbus in the State of Ohio am

held and firmly bound unto Marvin Mc Nulty and George M. Chapman of the City of New York in the sum of Twelve Thousand

Dollars, lawful money of the United States of America, to be paid to the said Marvin Mc Nulty and George M Chapman their executors, administrators, or assigns; for which payment well and truly to be made, I bind myself my heirs, executors, and administrators, firmly by these presents. Sealed with my Seal

Dated the Fourth day of October one thousand eight hundred and thirty Eight

The Condition of the above obligation is such, that if the above bounden John L Doran his heirs, executors, or administrators, shall well and truly pay or cause to be paid, unto the above named Marvin Mc Nulty & George M. Chapman their executors, administrators, or assigns, the just and full sum of Six Thousand Dollars in manner following: viz: The Sum of two thousand Dollars, in Six months from the date hereof, the Sum of two thousand dollars in twelve months from the date hereof and the Sum of two thousand Dollars in Eighteen Months from the date hereof with the lawful interest thereon payable half yearly

then the above obligation to be void, otherwise to remain in full force and virtue.

Sealed and delivered in the presence of

A. B. Norl

John L. Doran

Voucher "A"
Ficus July 11. 1839
James H. Gillespie

McNulty & Chapman

Copy

Newyork October 4th 1838

$2000

Six months after date we promise to pay to the order of McNulty & Chapman at the Manhattan bank Nyork Two Thousand Dollars value received with interest

Doran & Co

McNulty & Chapman

vs. } order of publication

John L. Dorand

Filed July 12. 1839

Jas. H. Gill Clk

Marvin McAulty &
George M. Chapman
vs.
John L. Doran

On motion of the Complainants and it appearing to the Satisfaction of the Court, that the said defendant John L. Doran, is not a resident of this State, it is ordered, that notice of the pendency of this suit, together with the substance of the bill and prayer thereof be published in, "Our Freedom and Union County Advertiser." a newspaper printed and in general circulation in said County of Union, six consecutive weeks, prior to the next term of this Court, to which term this cause is continued.

McAulty & Chapman

vs. } Interlocutory order

John L. Doran

Filed May 19 1840

Marvin McAulty &
Geo. M. Chapman
vs. } In Eq.
John L. Doran

This cause coming on to be heard upon the bill & exhibits, and the defendant having failed to answer, plead or demur, though ruled so to do, and being in default, it is therefore ordered, adjudged and decreed by the Court, that the bill and matters therein stated, be taken as confessed and the Court having seen & inspected the bill and exhibits and maturely considered the premises, are of opinion, that the law and equity of the case, are with the Complainants, and the Court do find, that there is now due to the Complainants, upon the bond and mortgage in the bill named, the sum of Six thousand, five hundred & eighty five dollars and partition of the lands & tenements in the bill named, having been made, since the filing of the bill in this suit, and one third thereof set off and assigned to the said John L. Doran, it is therefore ordered, adjudged and decreed by the Court, that the said defendant John L. Doran, do within twenty days, from the rising of this Court, pay to the said Complainants, the said sum of Six thousand five hundred & eighty five dollars — and in default thereof, that the Sheriff of this County, a Special Master Commissioner, appointed for that purpose, do proceed to sell the said third part of said lands and tenements, in the bill named, which has been set off & assigned, to said defendant Doran, under the rules & restrictions,

regulating judgments & executions at bar, and that he return his proceedings to the next term of this Court, to which time this Cause is Continued —

State of Ohio
Union County } As

By virtue of the within order I had duly appraised according to law the land therein referred to & which is described in the advertisement hereto attached and having for more than thirty days prior to Oct 5th 1840 advertised the said land for sale in the Union Star a newspaper printing at Marysville in said County and in general circulation in said County, I on that day offered the said land for sale at the door of the Court House in Marysville in said County and struck the same down to ~~Amelia~~ Eunice Chapman at one Dollar thirty four cents per acre she being the highest and best bidder therefor and that amount being more than two thirds the appraised value of said land

Amt made $1347.00

R Clark Sheriff and
Master Commr

Union Cor Pleas
McNulty & Chapman
v
Wm & Dora
Order of Sale
Serv — 35
Ret & Dr 3,50
Wr & Dr 2,25
Pub Dupl 13,40
1950
Filed Oct 6 1840
Thos H. Gillette

The State of Ohio Union County ss
To the Sheriff of said County Greeting

We command you that of those lands and tenements of John L. Doran which according to a decree in our Court of Common Pleas within and for said County at their May Term A.D. 1840 you caused to be appraised but which yet remain unsold as you have certified, to satisfy Marvin McStulty and George M. Chapman the sum of Six thousand five hundred and eighty five dollars, which by a decree of our said Court at the Term aforesaid the said McStulty & Chapman recovered against the said John L. Doran, you cause to be made the sum aforesaid and have the same before our said Court at the Court House in Marysville on the first day of next Term to render to the said McStulty & Chapman And have then there this writ

Witness James H. Gill Clerk of said Court at the Court House aforesaid this 27th day of July A.D. 1840

James H. Gill Clerk

Filed Oct 6. 1840
Ass. H. Lewellen

SHERIFF'S SALE.

BY virtue of an order to me directed from the court of common pleas of the county of Union, I will offer at public sale at the door of the court house in said county, on the 6th day of October next, the following described real estate to wit: Beginning at two Beaches and a Sugar tree in the east line of Robert Means' survey No 53 870, and south west corner to Lot No 2; thence with the line of Lot No. 2 south 81 ° 05' East 591½ poles to a stake in the east original line of this survey; thence with said line south 7 deg. west 135 poles and three links to a stake in the south east corner of said survey; thence with south original line north 81 ° 05' W 592 poles to a Beach and Hickory S W original corner of said survey; thence with the line north 80 ° 50' E 135 poles and 3 links to the beginning, containing five hundred acres. Said lands offered as the property of John L. Doran at the suit of McNulty & Chapman.

R. CLARK, Shff.

September 3, 1840. 5t

State of Ohio Union County ss

I Robert McBratney of said County of lawful age being duly sworn do depose and say that the annexed advertisement was published for more than thirty days prior to Oct 6th 1840 in the Union Star a newspaper published at Marysville in said Union County and of general circulation in said County

Signed
R. McBratney

Subscribed & sworn to Oct 6th 1840
before me
Wm H Brook
Justice Peace

Entered

McNulty & Chapman
v
John L Dean

Eq

This day came the Master Commissioner heretofore appointed and made report of his proceedings and sale of five hundred acres of land in the proceedings described to Amelia Chapman for the sum of one Dollar and thirty four cents per acre and the Court having inspected the said proceedings and sale and finding the same in all respects legal do confirm the same and order and decree that said land to be paid to the purchaser It is further ordered that out of the proceeds of the land aforesaid the said Master pay first the costs of this bill & the balance to the complainant in part payment of this said decree ~~It is also further o~~ And on motion it appearing that all the property in the mortgage described has been sold and has not produced sufficient to pay the complainant's debt it is ordered that Execution issue for the balance as upon judgments at law

Recd June 15th 1840 Appraised the Land by the Oaths of Stephen McLane Cyprian Lee & Levi Phelps at two dollars per acre and offered for sale for want of time

R Clark Sheriff

M. & Philip J. Chapman
vs
Order for Sale
John L. Doran

Tax	32
Levy	34
Alias	60
Judgment	1,000
Copy Fee	2 00
Appraise	1,500
	$4,000

Filed July 1. 1840.
Jas. P. Lee Clk

Marion McNulty & Geo. M. Chapman vs John L. Doran } In Chancery

This Cause came on to be heard upon the bill and exhibits and the defendants having failed to answer, plead or demur, though sued or to do, and being in default, it is therefore ordered, adjudged and decreed by the Court that the Bill and matters therein stated, be taken as confessed & the Court having seen and inspected the bill and exhibits, and maturely considered the premises are of opinion that the law & equity of the case are with the Complainants And the Court do find that there is now due to the Complainants upon the bond and mortgage in the bill named the sum of Six thousand five hundred and eighty five dollars, and partition of the lands and tenaments in the Bill named having been made since the filing of the bill in this suit and ~~the filing of the Bill~~ one third thereof set off and assigned to the said John L. Doran: it is therefore ordered, adjudged and decreed by the Court that the said defendant, John L. Doran, do within twenty days from the rising of this Court pay to the said complainants the said sum of Six thousand five hundred and eighty five dollars - and in default thereof that the Sheriff of this County, a special master commissioner appointed for that purpose do proceed to sell the said third part of said lands and tenaments in the bill named which has been set off & assigned to said defendant Doran under the rules and restrictions regulating judgments & executions at Law and that he return his proceedings to the next term of this Court to which time this Cause is continued."

I James H. Gill Clerk of the Court of Com. Pleas ~~within~~ and for the County of Union & State of Ohio do hereby certify that the above is taken & correctly copied from the records of said Court at the May Term thereof - 1840 -

Given under my hand and seal of office at Marysville this 15th day of June A. D. 1840

Jas. H. Gill Clerk

No. 39-CH-15

Union Common Pleas Court.

Daniel S Bell
Plaintiff,

AGAINST

David Witter
Defendant.

OCT TERM. 1839

Dismissed

Journal 2 Page 160

Record No. No Record Page

Ex. Doc. Page

Union Com. Pleas

Daniel S. Bell
vs } Sub in Ch

Daniel Miller

Served by delivering a certified Copy to Defendant
R. Clark Sheriff

Serv — 35
Mil — 5
Copy — 15
55

Filed July 13. 1839
Jas H. Gill Clk

D. A. Williams

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you to summon
David Miller
to appear before our Court of Common Pleas in and
for the County aforesaid at the Court House in said
County forthwith to answer the matters and charges
contained in a Bill in Chancery exhibited against
him by Daniel S Bell
and this he 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 said Court at the Court
House in Marysville this 12th day
of July A.D. 1839

James H. Gill Clerk

Chancery Case File

Case No. 1839-CH-0016

No. 39-CH-16

Union Common Pleas Court.

Robert M Dawson
Plaintiff,

AGAINST

Mary W McFadden et al
Defendant.

OCT TERM. 1839

Partition

DECREE FOR PLAINTF

Journal 2 Page 150

Record No. 3 Page 312

Ex. Doc. Page

Union Common Pleas

Robert M. Dawson

vs Bill

Mary M. McFadden &

Jane A. McFadden

Filed Sept. 7th 1839

James H. Gill Clerk

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

Your Petitioner Robert M. Dawson of the County of Tuscarawas and state of Ohio is seized in fee simple of one undivided half of the following real estate to wit - two parcels or tracts of land lying in Sulphur Creek in said County of Union and described as follows. One tract containing four hundred acres being a survey or part of a military warrant Number 5482 (Five thousand four hundred eighty two) reference being had for a more particular description of said premises to a patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of October AD 1813 and duly recorded in the recorders office of said Union County - The other tract also containing four hundred acres and being a survey or part of military warrant Number 5482 (Five thousand four hundred and eighty two) reference being had for a more particular description of said premises to another patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of October AD 1813 and duly recorded in the recorders office of said Union County and both of which said patents are signed by James Madison President of the United States - And your Petitioner further represent that Mary W. McFadden and Jane A McFadden infants of the city of Pittsburg in the state of Pennsylvania are each seized in fee simple of one undivided fourth part of the above described premises as tenants in common with the said Robert M. Dawson - Your Petitioner therefore prays that partition of said lands may be made or if the same cannot be done without manifest injury, that such other proceedings may be had as are authorized by law.

By J. W. Andrews - His Atty.

equal half part - 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 together with this writ -

~~James H Gill~~

Witness James H Gill Clerk of our said Court of Common Pleas this 31st day of October AD 1839 -

Attest - Jas H Gill Clerk

I have executed the within writ by the oaths of the within named Commissioners whose report is hereunto returned -

Hampsville Oct 31st 1839 - R Clark Sheriff

Union Com. Pleas
Robert M Dawson
vs
Mary W. & A. McFadden
Filed Oct 31. 1839
Jas. H. Gill Clk

Robert M. Dawson
vs
Mary W. McFadden &
Jane A. McFadden.

Partition. Com Pleas
Union County.

We the Commissioners appointed in this Cause to make partition of the following real estate to wit - Two parcels or tracts of land lying on Dutton Creek in said County & described as follows - one tract containing four hundred acres being a survey on a part of military warrant Number 5482. (five thousand four hundred & eighty two) reference being had for a more particular description of said premises to a patent made to George Wallace as assignee of John Gibson & bearing date the 1st day of October AD 1813 & duly recorded in the recorders office in said Union County - The other tract also containing four hundred acres and being a survey on part of military warrant Number 5482 (five thousand four hundred & eighty two) reference being had for a more particular description of said premises to another Patent made to George Wallace as assignee of John Gibson and bearing date the 1st day of October AD 1813 & duly recorded in the recorders office of said Union County - Which partition we are directed to make between Robert M. Dawson and Mary W. McFadden & Jane A. McFadden & having been duly sworn upon actual view of the premises do set off and assign to the said Robert M. Dawson in severalty for his share of said lands the whole of the most northern of the above mentioned surveys. and so much of the most southern of the said abovementioned surveys as lies north of a line drawn from the north-east corner of said southern survey. parallel to the south line of said southern survey and extending to the west line of said southern survey - And the residue of said southern survey we do set off & assign to the said Mary W. McFadden & Jane A. McFadden the

defendants in said cause.
Given under our hands this 31st day of October AD
1839 —

James R Smith
Joseph R Cahill
Thomas R Price

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting —

We command you ~~that~~ ~~without~~ delay by the oath of James R. Smith, Joseph R Cahill & Thomas R Price, you cause partition to be made of the following real estate situate in said County of Union to wit — Two parcels of land lying on Fulton Creek in said County & described as follows — one tract containing four hundred acres being a survey on a part of military warrant Number 5482 (five thousand four hundred & eighty two) reference being had for a more particular description of said premises to a patent made to George Wallace assignee of John Gibson & bearing date the 1st day of October AD 1813 & duly recorded in the recorder office in said Union County — The other tract also containing four hundred acres and being a survey on part of Military warrant Number 5482 (five thousand four hundred and eighty two) reference being had for a more particular description of said premises to another Patent made to George Wallace assignee of John Gibson and bearing date the 1st day of October AD 1813 & duly recorded in the recorder office of said Union County — both of which patents are signed by James Madison President of the United States — And that such partition be made to the following individuals in the following proportions to wit — to Robert M. Dawson one full equal half part, and to the said Mary W. McFadden & Jane A McFadden jointly one full

Entered

Robert M. Dawson

vs

Mary W. McFadden & Jane A. McFadden — } Petition for Partition —

This cause came on to be heard on the Petition & ~~and the said~~ assumes on consideration whereof it is ordered that by the oaths of James R. Smith, Joseph R. Carlile & Thomas R. Price ~~on oath~~ Partition be made of said lands in said petition described on the following proportions to wit — to the said Robert M. Dawson one equal half part and to the said Mary W. McFadden & Jane A. McFadden, jointly, one equal half part — and it is further ordered that a writ of Partition issue to the Sheriff of Union County, commanding him to cause said ~~[illegible]~~ partition to be made accordingly —

McFadden

vs.

Dunman

Answer

Filed Oct 31 1839

J H Gill Clk

The joint answer of Mary W. McFadden and Jane A McFadden infant defendant to the Petition for partition of Robert M. Dawson petitioner - by S. Brush their Guardian ad litem -

And the said defendant now come by the said S. Brush their said guardian ad litem and say that they know nothing of the matter and things set forth in said petition and ask the Court to do what to them may seem just in the premises -

Oct 31. 1859.

Mary W McFadden
Jane A McFadden
by S. Brush
their guardian ad litem -

Ent

Robert M Dawson

vs

Mary M. McFadden &
Jane A McFadden -

} Petition for partition -

Bunch

In matter S. Bunch Esq = appointed Guardian ad litem for the infant defendants in the cause - said S. Bunch forthwith appeared in open Court and accepted said appointment & filed the answer of said infant defendant -

Robert McBratney being duly sworn deposes and says that a copy of the notice hereto attached was published on the 12th day of September AD 1839 in a newspaper called the Union Star and that said newspaper was then & ever since has been in general circulation in the said County of Union and that said notice has been published in said newspaper weekly from the time of said first publication until the present time

Sworn to & subscribed this 21st day of Oct. AD 1839

R. McBratney

James H. Gill Clk

~~Sworn & subscribed in open Court Oct 21st 1839 James H Gill Clk~~

NOTICE.

MARY W. McFADDEN, and Jane A. McFadden will take notice that a petition was filed against them on the 7th day of September A. D. 1839 in the Court of Common Pleas of the county of Union and State of Ohio by Robert M. Dawson and is now pending wherein the said Dawson demands partition of the following real estate to wit: Two tracts of land each containing four hundred acres and each lying on Fulton creek in said Union county both being surveys on parts of Military warrant Number 5482 (Five thousand four hundred and eighty two) reference being had for a more particular description of said premises to two pattents each made to George Wallace as assignee of John Gibson, each bearing date on the 1st day of October A. D. 1813, & each signed by James Madison, President of the United States, and both being duly recorded in the Recorders office of said Union county--and that at the next term of said Court, application will be made by the said Robert M. Dawson for an order that partition may be made of said premises.

JOHN W. ANDREWS,
Solt'r for Ptr.

Dated Sept. 7th A. D. 1839.
sept. 12. 326t

Chancery Case File

Case No. 1839-CH-0017

No. 39-CH-17

Union Common Pleas Court.

John Stewart et al
Plaintiff,

AGAINST

Maria Gabriel
Defendant.

MAY TERM. 1845

DECREE FOR PLAINTF

Journal 3 Page 305

Record No. 4 Page 386

Ex. Doc. Page

Union Com Pleas

John Stewart et als
vs
Widow Maria Gabrye
and Heirs of John Gabrye

Bill for partition
Filed Oct 28. 1839
James H. Gill Clerk

Recorded

R

To the Hon.ble the Court of Common Pleas in and for the County of Union

The Undersigned, your petitioners, respectfully represents that at the sale of the lots of the Town of Marysville in which the court is now in session one John Gabriel and one Joseph Stewart Both then of this County but now deceased purchased Jointly share and share alike In Lot No. 52. in said ~~County~~ Town and that they continued during their lives to hold the same in Common That the said John Gabriel died leaving Maria Gabriel his widow and John. Hiram and Joseph his children and minors All of whom your petitioners prays to be made defendants to this bill. That the said Joseph Stewart died leaving your petitioners and ~~and~~ one Polly Randall ~~and your petitioners~~ his Heirs and entitled to one half of said Lot That the said Polly Randall died leaving Joseph Randall her minor Heir and only child. The parties are all of this County and we pray to have the said Joseph made Defendant Also

Your petitioners therefore pray partition of the said lot and that their proportion may be set off to them that use may be made of it.

Your Petitioners further show that by ~~the~~ mutual consent between the Heirs of the said John Gabriel ~~and~~ by their mother and your petitioners. The North half of said lot was allotted to the Heirs of said Stewart and the South half in value according to quality and quantity set apart for the widow and Heirs of said John Gabriel. And that both parties have to some extent improved upon their portions. Your petitioners therefore pray that viewers may be appointed and such other proceedings had by this court as shall be in accordance with the Statute and that your petitioners be placed on the North of said lot And as in duty bound &c John Stewart William Stewart ~~Eleanor~~ Jane Stewart Jacob Gibson and Eleanor his wife James McDonald and Adaline his wife and Maria Gabriel

By W B Lawrence
their atty

Union Com Pleas

John Stewart et al
vs } Sub. in chy
Mariah Gabriel et al

Serv	—	1,15
5 copys	—	75
Mil	—	45
		$2,35

Filed Oct 30. 1839
James H. Gill Clk

Recorded

Served by delivering a certified copy to each defendant within named, this 30th day of Oct 1839
Clark Shurtz

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Mariah Gobrie widow and John, Hiram & Joseph children and heirs of John Gobrie deceased. and Joseph S. Randall Heir of Polly Randall deceased to appear before our Court of Common Pleas within and for the County aforesaid at the Court House in said County on the 31st Just to answer the matters and charges set forth in a petition in Chancery exhibited against them by Heirs of Joseph Stewart 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 said Court this 28. day of Oct 1839

James H. Gill Clerk

Union Com Pleas

Joseph ~~Gabriel~~ Bardwell et als
infants Defts
vs
John Stewart et als

Answer By Guardian

Filed Nov. 3. 1839
James H Gillette

Recorded

Widow M Gabriel
vs
John Gabriel et als

Answer

The Joint answers of John Gabriel Hiram Gabriel and Joseph Gabriel and Joseph Randall infant defendants to the bill of complaint exhibited against them by John Stewart and others for partition in the Union Com pleas

These defendants now come and for answer to complainants' said Bill, say that they can not gains say or deny the allegations in complainants said bill contained but confess the same true and say that they are now willing that partition of the premises be now made agreeably to the prayer of said applicants and they hereby relinquish and waive the use of the length of notice as required by statute and trust their interests with the Court &c

By Philander B Cole
their guardian ad litem

The separate answer of Maria Gabriel ~~to the~~ widow of John Gabriel dec'd to bill exhibited against herself et al By John Stewart & others

This deft now comes & for answer say that can not gainsay the allegations in complainants' said bill & is willing that partitions be now made in accordance with the prayer of said bill & this deft does not request that her dower may set by metes & bounds & said premises but wishes it to remain in common with the shares set off to the infant defendants ~~deft~~ heirs of John Gabriel dec'd on the South side of the Got.

P B Cole atty for deft

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 Levi Phelps & Hezekiah Bates you cause Partition to be made of Lot No 52 in the Town of Marysville in Union County in the following manner to wit Six Fourteenths thereof to John Stewart Wm Stewart Jane Stewart Jacob Gibson & Eleanor his wife Jas McDonald and Adaline his wife & Maria Gabriel & one Fourteenth to Joseph S. Randall & the remaining one half to the Widow & heirs of John Gabriel decd and that your proceedings in the premises you forthwith Certify under your hand to this Court of Common Pleas together with this writ

Witness J H Gill Clerk of said Court at the Court House in Marysville this 4th day of Nov 1839

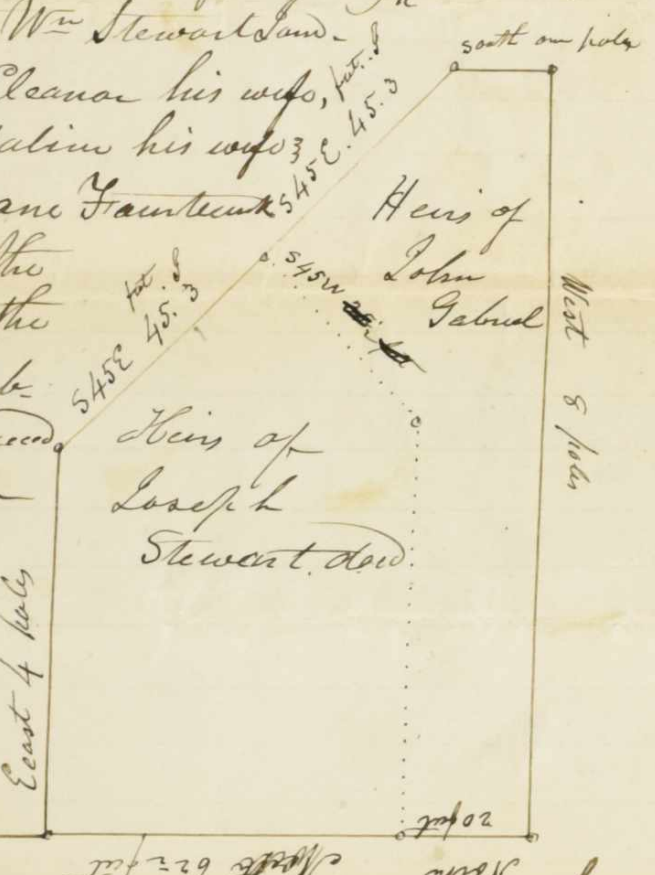
Jas H Gill Clerk

Served the above writ according to the command thereof and offer the Court that the report of the Commissioners that hereunto annexed may be taken as a part of my return

R Clark Sheriff

Sheriff. Fee $1,00

We the undersigned freholders, in pursuance of the command of a Writ of Partition to us directed to be made of Lot No. 52 in the Town of Marysville in Union County in the following manner to wit, Six Fourteenths thereof to John Stewart Wm Stewart Jane Stewart Jacob Gibson & Eleanor his wife, Jas. McDanald and Adaline his wife and Maria Gabriel, and one Fourteenth to Joseph S Randall & the Remaining one half to the Widow & heirs of John Gabriel decd. have proceeded and upon actual view of the premises after being duly sworn as the Law direct. and have set off and apartied to the heirs of Joseph Stewart



To wit John Stewart William Stewart Jane Stewart Jacob Gibson & Eleanor his wife James McDanald and Adaline his wife ~~and~~ Maria Gabriel and Joseph S Randall the following premises to wit Beginning at a Stake north west corner to said lot No 52 thence with the line of said lot East 4 poles to a Stake Corner of said Lot thence with the line of said lot S 45 E 45 feet and three inches to a Stake thence S 45 W to a Stake 20 feet north of the south line of said lot No. 52 thence west to a Stake in the west line of said lot thence north 62½ feet to the Beginning leaving all the Residue of said Lot to the Heirs of John Gabriel decd. and in as much as the ¼ part ~~parts~~ of the whole lot to be set off and apartied to the said Joseph S Randal cannot be done without material injury to the interests of those concerned we do appraise the said partition set off to the heirs of the sd Joseph Stewart to be worth three hundred dollars

said Joseph S Randall being entitled to the one seventh of said half, to wit, forty two dollars eighty five cents and seven mills

Given under our hands and seals this 5th day of Nov. AD 1839

Silas G Strong (Seal)

Levi Phelps (Seal)

Hezekiah Bates (Seal)

Fees
S G Strong Comr one day $1.00
L Phelps do. " 1.00
H Bates do. " 1.00

State of Ohio Union County ss

Before me a Legally acting Justice of the peace Came Levi Phelps Hezekiah Bates & Silas G. Strong and was by me duely sworn To make impartial partition of the Lot mentioned in the foregoing report ~~and~~ according to the provisions of the Statute in such cases made & provided Given under my hand this 5th day of Nov 1839

N. A. Williams J P

Fees

Stewart et al

v

Maria Gabriel
et al

Recorded

Union Com pleas

John Stewart ~~Gabriel~~ et al

v partition writ

Maria Gabriel et al

Filed Nov. 5. 1839

Jas H Gee Clk

Cost bill made

No. 39-CH-18

Union Common Pleas Court.

Clarissa Moodie
Plaintiff,

AGAINST

George Moodie et al
Defendant.

Dower

APR TERM, 1841

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 2 Page 310

Record No. 3 Page 486

Ex. Doc. 1 Page 228

Com Pleas U Co

Clarissa Moodie

vs

George Moodie et al

Petition for Dower

Filed Oct 29. 1839

James H. Gill Clerk

Recorder

Union County Court of Com Pleas when in Chancery sitting

Clarissa Moodie relic and widow of Roger Moodie late of this county deceased respectfully represents to your Honors that she was the lawful, accredited, and obedient wife of the said Roger at his death and for forty years anterior thereto and the the said Roger died seized in fee of the following real Estate of which her husband is entitled to dower lying in said County to wit ~~[illegible]~~ to wit, Bounded and described as follows part of survey No 7734 Beginning at two White oaks and a Hickory easterly corner to a Alexander survey No 6543, & corner of Appleby & Stubblefield survey No. 6316. Running with said Appleby & Stubblefields line S 56 W 135 poles to an Elm & two hickories in said line thence N 6 W 105 poles to three Elm Sprouts N 30 E 123 poles to a State in a poplar thence South 60 E 160 to the beginning Containing one hundred acres Second tract, is Bounded as follows Beginning at a State in a poplar at the Northern corner of James Gallaway's survey No 7734 thence with the Northerly line of said survey South 60 E 168 poles to 2 white oaks & a hickory the Easterly corner of said survey thence North 45 W 174 poles to a State thence South 30 W 48 poles to the Beginning Containing twenty five acres of land more or less Also the three fifths held by the same Roger Moodie by title Bond and duly paid for which the heirs have neglected to take a deed, part of survey No 6316 Bounded as follows to wit, Beginning at two white oaks and a Hickory easterly corner to a tract of one hundred acres formerly sold by James Gallaway to Roger Moodie thence S 60 E 60 poles to a Hickory & Chestnut corner to a lot of 104 acres recently by James Gallaway and from the beginning with said Moodies first line South 56 W to the corner of a lot of 100 acres sold by James Gallaway

to John & Henry Moodie them with their lien bond
84 E for Quantity containing fifty acres.

Your Petitioner further shows that the said land is
now owned By George Moodie, John Jenkins and
Betsey his wife formerly Betsey Moodie Henry Moodie
~~and William Moodie~~ Elias Moodie and Polly Moodie an Idiot who
has for her Guardian one John Cassel. heirs of the
said Roger Moodie and John Cassil who holds
by purchase the shares of John Moodie and William
Moodie the only remaining Heirs of your Petitioners late
husband whom your Petitioner makes defendants
to this her bill The prayer of your petitioner therefore
is that By order of this Court in pursuance of the
statute down may be assigned to your petitioner
in the premises aforesaid And your petitioner
as in duty bound &c by W B Lawrence her atty

Monroe Conc. Pleas

Clarissa Moodie

vs Inquisition

George Moodie et al

Fee—

Service — $1.00
Mileage — .35
Constrs — 3.00
Surveyors — 2.00
Chain Carriers — 1.50
Marker .75

$8.60

Filed. July 12. 1841

Geo. McNeill Clk

By the Oath of Norman Chipman David Burnham & Andr. Keyes three judicious disinterested men of the vicinity who are not of Kin to either of the parties I have caused to be setto off and assigned to the within named Clarissa Moodie as her dower estate so much of the real estate within described as is contained within the following boundaries to wit. beginning at a stake northwest corner to the lands belonging to said estate on the margin of a County road known as the Carding machine road thence with said road S 30 W 40 poles to a stake on the margin of said road thence S 45 E 143 poles to a stake thence S 30 W 32 poles thence N 84 W 16 poles to a Burr oak thence S 6 W 30 poles to a maple thence S 84 E 30 poles to 2 ashes and an oak thence N 6 E. 30 poles to an Oak & Elm thence N 84 W 10 poles to a stake thence S 29 E 72 poles to a stake in the north line of the estate of said Moodie deceased thence with said line N 45 W 148. poles to the beginning

April 10. 1841

Wm. W. Steele Sheriff

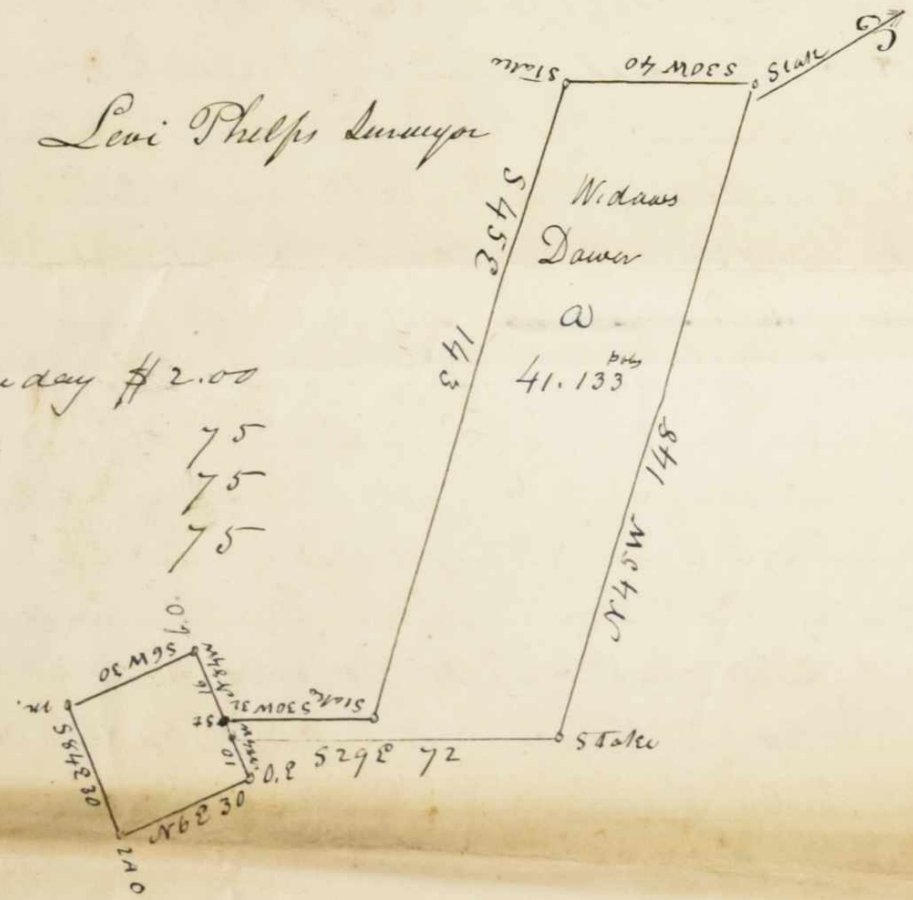
The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that without delay you by the oaths of three Judicious disinterested [redacted] men of the vicinity who are not of kin to either of the parties, cause Clarissa Moodie widow of Roger Moodie late of Union County deceased, to be endowed of one full third part of the following real Estate situate in the County of Union aforesaid, viz, part of entry No. 7734 beginning at two white oaks and a hickory easterly corner to A Alexanders Survey No 6543 & corner of Appleby & Stubblefield Survey No 6316 running with said Appleby & Stubblefield's line S. 56 W. 135 poles to an Elm & two hickories in said line thence N. 6. W. 105 poles to three Elms, thence N. 30 E. 123 poles to a stake in a prairie thence S. 60 E. 160 poles to the beginning containing one hundred acres and the following. Beginning at a stake in a prairie at the northern corner of James Galloway's Survey No 7734 thence with the northerly line of said Survey South 60 E. 168 poles to two white oaks & a hickory the easterly corner of said Survey thence N. 45 West 174 poles to a stake thence S. 30 W. 48 poles to the beginning containing 25 acres Also the following. part of Survey No 6316 beginning at 2 white oak & a hickory easterly corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie thence S. 60 E. 60 poles to a hickory and burroak corner to a lot of 104 acres owned by James Galloway and from the beginning with Moodies former line S. 56. W. to the corner of a lot of 100 acres sold by James Galloway to John & Henry Moodie thence with their line S. 84. E. for quantity containing fifty acres. And that you proceedings in the premises you distinctly certify under your hand to our Court of Common Pleas within and for said County of Union on the first day of next Term together with this writ

Witness James H Lee Clerk of the Court of Common Pleas in and for said County at Marysville this 2nd day of March 1841

Jas H Lee Clk

In pursuance to an order from the Court of Common Please of Lemon County & under the direction of David Burnham Andrew Keys & Norman Chapman appraisers. I proceeded to set off and apart to Clarissa Moodie widow of the late Roger Moodie one third of the real estate of her said deceased Husband. To wit Beginning at a Stake north west corner to the lands belonging to said estate on the margin of a county road known as the cordingmachine road thence with said Road S 30 W 40 poles to a Stake on the margin of said Road thence S 45 E 143 poles to a stake thence S 30 W 32 poles thence N 84 W 16 poles to a Bur oak thence S 6 W 30 poles to a maple thence S 84 E 30 poles to two ashes and an Oak thence N 6 E 30 poles to an Oak and Elm thence N 84 W 10 poles to a Stake thence S 29 E 72 poles to a stake in the north line of the estate of said Moodie decd thence with said line N 45 W 148 poles to the Beginning all of which is Represented on the plat hereunto annexed

David M King &
Alex: R Sinett Chs Levi Phelps Surveyor
John Jenkins Mkr



Fees

L Phelps Surveyor one day	$2.00
D King Ch: one day	75
A R Sinett " "	75
J Jenkins Mkr "	75

Clarissa Moodie
vs
Partition
George Moodie et al

We the Commissioners in this Case Called on by Wm Steele Sheriff of Union County to assign dower to Clarissa Moodie widow of Roger Moodie late of Union County decd in the following real estate situate in the County of Union aforesaid to wit part of entry No 7734 beginning at 2 white oaks and a hickory easterly Corner to A Alexanders Survey No 6543 & corner of Appleby & Stubblefield Survey No 6316 running with said Appleby & Stubblefield's line S 56 W 135 poles to an Elm & 2 Hickories in said line thence N 6 W 105 poles to 3 Elms thence N 30 E 123 poles to a stake in a prairie thence S 60 E 160 poles to the beginning Containing 100 acres and the following beginning at a stake in a prairie at the northern Corner of James Galloways Survey No 7734 thence with the northerly line of said survey South 60 E 168 poles to 2 White oaks & a hickory the easterly corner of said survey thence N 45 West 174 poles to a stake thence S 30 W 48 poles to the beginning Containing 25 acres also the following part of survey No 6316 beginning at 2 White oaks & a hickory easterly corner to a tract of one hundred acres formerly sold by James Galloway to Roger Moodie thence S 60 E 60 poles to the Hickory and bur oak corner to a lot of 104 acres owned by James Galloway and from the beginning with Moodies former line S 56 W to the Corner of a lot of 100 acres sold by James Galloway to John & Henry Moodie thence with their line S 84 E for Quantity Containing 50 acres ~~And [illegible]~~ After being duly Sworn upon actual view of the premises do assign to the said Clarissa Moodie for her dower estate so much of said lands as is contained in the following boundaries viz) beginning at a stake North West corner to lands belonging to said Estate on the margin of a County road known as the Carding Machine road thence with said road S 30 W 40 poles to a stake on the margin of said road thence S 45 E 143 poles to a stake thence S 30 W 32 poles thence N 84 W 16 poles to a Bur oak thence S 6 W 30 poles to a Maple thence S 84 E 30 poles to 2 Ashes

and an Oak thence N 6 E 30 poles to an Oak & Elm thence N 84 W 10 poles to a Stake thence S 29 E 92 poles to a stake in the north line of the estate of said Moodie Deceased thence with said line N 45 W 148 poles to the beginning all of which is represented on the plat of the surveyors hereinto annexed. Given under our hands this 10th day of April. AD 1841.

N. Chipman
A. Reyes
D. Burnham
} Commissioners

Union Com Pleas

Clarissa Moodie

vs } Sub. in Chy

George Moodie et al

Serv —	1,50
C Copy	40
Mil —	60
	$3,00

Filed Nov. 1. 1839

James H. Gill Clk

Know by Ordaining a certified Copy to such Defend and except Fendum and Will they not found

H Clark Atty

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon John Cassil Henry Moodie Elias Moodie George Moodie John Jenkins and Betsey his wife and John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County at the Court House in said County on the 3rd Tuesday to answer the matters and charges set forth in a Bill in Chancery exhibited against them by Clarissa Moodie and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ

Witness Jas H. Gill Clerk of said Court this 29th day of Oct 1839

Jas. H. Gill Clerk

Union Com. Pleas

Clarissa Moodie
vs } sub. in Chy.
George Moodie et al

Service — 1,55
Copys — 30
Mileage 40
$2,25

Filed May 16th 1840.

Jas. W. Gill Clk

2,25
3,05
5,30
,64
5,94

Send to Delaware County a certified copy to John Jenkins and Betsy his Wife the other Defendants has been duly served

R Clark Sheriff

State of Ohio Union County ss }

To the Sheriff of said County Greeting:

We command you to summon George Moodie John Cassil, Henry Moodie Elias Moodie John Sentton and Betsy his wife, & John Cassil Guardian of Polly Moodie to be and appear before the Judges of the Court of Common Pleas of said County at the Court House in said County on the 19th inst. to answer the matters and charges set forth in a bill in Chancery exhibited against them by Clarissa Moodie, and this they shall in no wise omit under the penalty of one thousand dollars. & have you then there this write

Witness Jas. H. Gill Clerk of said Court this 11th day of May 1840.

Jas. H. Gill. Clerk

Ex Docket No. 1 Page 87

Clarissa Moodie

vs

Roger Moodie's Heirs

Petitioners costs $7.24.2
Defts " 14.48.4
writ .41

Recd of J. Jenkins $2.33
Recd of Henry Moodie - 2.33
Nov 4. 1841 W. W. Steele Sheff

Filed Nov 5th 1841
Jas H Gill Clk

Serv — 35
Mile — 35

The 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 aforesd on the 14th day of April AD. 1841 in an action for partition brought by Clarissa Moodie widow against the Heirs of Roger Moodie decesd & John Castil the Court Decreed that the costs taxed at $21.72.6 be paid one third by the petitioner and the remaining two thirds by the Defendants George Moodie Henry Moodie Elias Moodie John Jenkins & Betsey his wife & John Castil Guardian of Polly Moodie & John Castil Son are therefore commanded that of the goods and chattels of the parties aforesaid ~~you~~ and for want thereof of their lands & tenements you cause to be made the costs aforesaid with interest from the 14th day of April 1841 until paid & the accruing costs, and have the money before our said Court on the first day of next Term to render and have you then there this writ

Witness James H. Gill Clerk of said Court at the Court house in Marysville this 6th day of October 1841

James H. Gill Clerk

No. 39-CH-19

Union Common Pleas Court.

Henry Swartz Plaintiff,

AGAINST

John P. Brookins Defendant.

AUG TERM, 1845

Dismissed

No Record.

Journal 3 Page 331

Record No. Page

Ex. Doc. Page

Union Com. Pleas

Thomas Swartz
vs.
John P. Brookins

Bill in Chancy.

Filed Nov. 1. 1839
James H. Gill Clk

To be referred to master?

Ext. order made

To the Judges of the Court of Com. Pleas for the County of Union & State of Ohio in Chancery sitting.

Your Orator Henry Swartz of the sd County respectfully represent that some time about the first day of January in the year 1837. your orator entered into Copartnership in the business of Merchandizing with John P. Brooking ~~and~~ ~~Stephens~~ each to put into the stock of the Copartnership an equal amount and to share the loss & profit of the Concern alike; and for that purpose they opened a store of goods at Richwood in the sd County of Union, and carried on their sd business of Merchandizing. That at the time of entering into Copartnership as aforesd your orator put into the funds & stock of the sd Partnership the sum of $856.99 (and in May following Ralph M. Stephens was taking in as an equal partner) ——— and the sd Stephens put in also the sum of $466. ——— and soon after that it was agreed upon by & between all the said Partners that your orator should purchase all the rights and interest of the sd Stephens in the said Copartnership for the benefit of your orator & the sd Brooking, so that your orator & the sd Brooking should be the only Partners in the sd Copartnership, each to share alike in the loss & profits of the Concern; and accordingly your orator purchased out all the rights and interest of the sd Stephens in the sd Copartnership for the sum of $458.58 which your orator then & there paid the sd Stephens ~~by your orator~~ for & on the behalf of ~~the~~ your orator & the sd Brooking as the sole Partners remaining in the sd Copartnership.

And your orator further represent that it was agreed upon & understood between your orator & the sd Brooking that an account should be kept of all money funds, property or stock which should be advanced by either of the Partners to the Copartnership, and whatever one of the Partners should advance more than the other, he should be allowed interest upon all such advances.

your orator further represent that at several times since your orator advanced other money & funds to & for the use of the said Partnership amounting in all to the sum of $100 ——— in addition to the several sums so advanced as afoied by your orator.

your orator further represent that your orator & the said Brooking continued in the said Copartnership & business until the 5th day of October 1837. when a dissolution of the same took place, when it was agreed upon that your orator should take all the goods property & funds then on hand at the sum aforesd and that the said Brooking should forthwith proceed to collect all accounts, notes & debts due the said firm, and apply the same to pay off the debts against the firm. That the said Brooking after that proceeded to make such collections and has ~~made~~ collected a large amount & kept thereof but has wholly neglected & refused to apply the amount so collected in payments of the debts and claims against the firm but applied the same to his own use & benefit.

your orator further represent that during the time of the continuance of the said Copartnership, the said firm contracted many large debts which remain unpaid, and the creditors to whom the same are due & owing have recovered judgments against your orator & the said Brooking and are now proceeding by execution to collect the same off the property of your orator; and the said Brooking refuses to apply the moneys in ~~your~~ his hands to the payment thereof or otherwise satisfy the same.

your orator further represents that the said Brookins has wholly neglected & refused to settle the accounts between him & your orator in relation to the said Copartnership, though your orator has frequently called upon him, in a friendly manner, to do so.

Your orator therefore prays that the said Brook=
=ins be made defendant hereto by due process of subpoena and upon his oath answer all and singular the premises and that he particularly answer and setforth his account with the Copartnership, and particularly answer and set forth what collections he has made on the account of the said Partnership, what goods & money he has took from the store & Partnership, and whether or not he has not at any time taken money out of the store of the said Partnership which was not and has not been charged to him.
and that upon the hearing of this cause that an account be taken under the order & direction of this Court, and that the balance due your Orator be ordered to be paid by the said Brookins to your orator and that your orator may have such other & further relief in the premises as shall be agreeable to equity and good conscience.

and your orator will ever pray &c

Powell & Crawford Complts atty.

Union Com Pleas

Henry Swartz

vs Sub-in-Chy

John P. Brookins

Serv — 35

Mit — 75

Copy — 15

$1,25

Filed Nov. 1. 1839

James H. Gillett

Filed Nov 1st 1839

Filed by Delivering a certified Copy to Defdt

W Clark Sheriff

Cost-
Date
Mon Washm
Letters 366
Docket for 797.12 pages
107 80 Mile
184 04 act
43.07 S-Costs
Received 13. Dollars

The State of Ohio Union County ss.
To the Sheriff of said County Greeting
We command you to summon
John P Brookins to appear before our Court of
Common Pleas in and for the County aforesaid at the
Court House in said County forthwith to answer the
matters and charges contained in a Bill in Chancery
exhibited against John P Brookins by
Henry Swartz and this he 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 said Court at the Court House
in Marysville this first day
of November A.D. 1839
Jas H Gill Clerk

"November Term 1842 "Continued"
" April Term 1843 "Continued"
" July Term 1843 Continued "under order of reference"
" October Term 1843 Continued
" April Term 1844 Continued
" October Term 1844 Continued under former order etc"
Settlement, referred to Thos. Lafferty, referee, that he received the depositions and affidavits and the seal of our said court this 14th day of October A.D. 1844

Chas. Cassil Clerk

Recd this writ Oct 14. 1844. Written of the parties having requested an examination by me in this case, This Order is filed - ~~Defering needle to make~~ without further report,

James Turner Master in Chancery

Union Com Pleas

Henry Swartz
vs
John P. Brooking

Order of Reference

Serv	.35
Mile	5
	40

Filed May 26th 1845
John Cassil, Clerk

The State of Ohio } I John Cassil Clerk of the Court of Common
Union County ss } Pleas within and for the County of Union
and State of Ohio. do hereby certify that the following entrys are truly taken and copied from the Journal of said Court, to wit:

"July Term 1840"

"Henry Swartz
"vs
"John P. Brooking } In Chy } This cause came on to
be heard upon the bill, answer,
exhibits and testimony and was argued
"by counsel on consideration whereof it is ordered that this
"cause stand referred to Stephen McLain who is hereby appoint-
"ed Special Master Commissioner for that purpose to take and
"state an account between the parties, and in taking such
"account the said Master Commissioner shall be governed by the follow-
"ing rules, That he shall proceed to take testimony and shall examine
"under oath, the parties touching any item in their accounts not
"exceeding twenty dollars, and it is further ordered that the said
"Master Commissioner proceed to take said account at the request
"of either party giving the adverse party at least ten days notice
"of the time and place of commencing the same, and it is further ordered
"that the said Master Commissioner make his report in the premises at
"the next term of this Court to which time this cause is continued."

"Henry Swartz" } "Oct Term 1840"
6 "vs" } "Chy" Cont^d under former order"
"John P. Brooking"

"Henry Swartz" } "April Term 1841"
5 "vs" } "Chy" "Cont^d"
"John P. Brooking"

"November Term 1841 Cont^d under former order"
"April Term 1842 Continued under former order & exceptions"
"to depositions sustained by the Court"
"August Term 1842, Referred to the Master Commissioner"
"of this Court under former order and continued"

Union Com Pleas

J. P. Brookins

ads

Henry Swarts

Answer in Chancery

filed Dec 27. 1835

James H. Gill Clerk

The Answer of John P Brookins to the bill of Complaint exhibited against him by Henry Swarts in Union Com Pleas

This defendant now comes and for answer thereto or so much thereof as he is advised is material for him to answer. in answering says. That he admits entering into partnership with the said Complainant about the time, at the place and for the purposes therein charged. and that we proceeded to business accordingly by opening a store &c

This defendant further answering says that he cannot answer with that precision to the several allegations in complainants said bill contained he could wish in as much as the books for the firm are in possession of or under the control of Complainant and not now accessible by this defendant

The Amount of Stock put in by Complainant at the commencement of our business was so near as this deft now knows

Stock advanced $500.00.0

Swarts put in on day of 1837.

Do subsequently to dissolution paid 48.52.00

At dissolution Swarts received in goods and Mudge by invoice $797.12 and retained notes same time due the firm amting to 107.80 and recd Skins Koon & Deer and Candles so near as as this deft knows. 25.00 not invoiced and the proper of the firm The balance of 184.04. due the firm in his own private account which had been from time to time received by him for consumption of himself and family

This deft further answering says that in the month of April 1837. and not in May as charges Stephens entered said firm and brot with him into the same the sum of $366.00.0 and afterwards contributed in no way by advancement or otherwise to enlargement of the capital stock of said firm one cent so far as this defendant then knew or now believes. That said Stephens left the firm in the month of August following. and had at that time drawn out of the firm in goods and money amounting to $111.17.5. That so the account stated with him stands advanced 366.$ and drew out 111.$ 17½/100

This Deft here denies the advancement by said Stephens as charged to the amount of 466.$. and says that it was as above stated this Deft further positively denies the side agreement as charged by complainant whereby the said Compt was to purchase out the share of the said Stephens for the use of the firm at any price or in any manner. Had this Deft been interested in said bargain between Compt & said Stephens as charged he would have felt an interest in the terms of the sale between them which he never did. And this Deft further charges that the said Compt never so entered the said transaction on the books of our firm and here requires full proof of the same

This defendant further answering says that Complainant never put into the stock of said firm any other or different or additional sum or sums to that stated above so far as this defendant has any knowledge or verily believes unless it were by signing the notes for as a member of the firm for goods purchased during the continuance of the copartnership which were also signed by this defendant as a like member and which as stock avails neither of said partners individually.

This Deft in further answering says that he has never refused nor neglected to settle the accounts of the said partnership but that this Deft on the contrary has always been ready and willing and anxious to have the same correctly stated between them

That sometime in September last past (as Deft believes) a proposition passed between us to have the same settled by reference ~~to~~ in the hands of our mutual friends. That the men chosen appeared at the time took the books of the firm and as this Deft hoped and believed would settle the accounts of the said partnership the persons so chosen continued near two days and were about to close the same as this Deft then thot but that the first ~~the~~ to the contrary this Deft then knew

was the remarks following which fell from J. W. Crawford (the brother in law of Complainant) and the person by him chosen on his part to state said accounts, "That he (said Crawford) was glad they had effected so much as ~~that~~ they had got the books into their possession and would prepare the matter for court with these words the effort was closed. Complainant or his counsel and friend as afs kept the books thence forward and still have the same. By the Books of said firm at the time they were so taken as aforesaid there was due to said firm in accounts on the same $423.81. and during the time the books were in the possession of Deft $45.90 were collected or lifted by Complainant from the hands of a Justice of the peace where ~~Com~~ Deft had lodged the same for collection and which was a part of the amount due on the partnership Books when they came into Deft's hands at the dissolution of the said partnership correcting the above item of $45.90. This Deft says that the whole was not received of a J.P. but the greater part was paid Complt by individuals in due the firm during the time the books were in Defts possession

Defts stock ~~advanced~~ in was precisely $325.00 the private act of Deft at dissolution was for goods 89.35 and by a ticket in the book Deft had in cash rec'd 10.00 a short time before the dissolution from the firm and 17.50 received of the cash on hand at the time of dissolution and 443.84 collected on books whilst they were in Defts possession. The balance to square the books must be either on the books or in the hands of officers for collection. At the dissolution the property and goods of the firm and part of the cash on hand fell into the hands of Complainant the Books into the hands of Deft both parties and both goods and accounts were to proceed to the payment of the debts due against the firm and it was mutually agreed between the parties that in as much as others had them and were still pushing the people our customers

that it would be both useless and unjust to proceed rapidly to collect by suit. the accounts then out standing however Deft still done and pursued collecting as fast as Compt & Deft thot right and of that collected on the partnership liabilities the sum of $156.08. ~~the~~ was paid by this Defendant.

This Defendant positively denies that he was to pay all the debts and liabilities of the firm from the book accounts or otherwise but says the same were to be paid as aforesd

This Deft says that when out of the store he has one or twice advanced money for the sole use and benefit of the firm and again received the same and no more from the firm in return and otherwise he never received one cent or one mill's value from the firm so far as he ever knew or now verily believes but what was regularly paid for at the time on placed on book

This Deft never was called on to pay over money on debts due from the firm except once and that but a few days after the dissolution nor did he ever refused to do so when demand or requested so to do by Complainant and after he had collected for that purpose this Deft admits the existence of the debts and liabilities as charged to be against the said firm

And having thus fully answerd he prays to be dismissed with is reasonable cost in this behalf most unjustly charged against and incurd and as in duty bound &c

John P. Brookins

W B Lawrence Sol for Deft

State of Ohio
Union Coun } ss } Personally appeard John P Brookins who being duly sworn say that the matters and things set forth in the foregoing answer are true in substance and in fact as he verily believes and for the same the not

John P. Brookins

Sworn to before me the 24 day of Dec 1839

Joshua Lusby S. P.

930.37½

423.81
43.90½
466.88

930.37½
466.88½
463:49

469.71½
930.37½
423.81
325
506.56

930.37½
469.71½
460.66

Shafer Adam - 7.50
Christian Goul — 10.25
S. D. Beall — 5.00
John Cheney — 2.87½
Jesse Bowen (Sat by Stifter) 2.82½

John Shisler (Obj.) — .85
Robt. Caterill — 1.50
R. Harris — 2.87½

33.67½
19.76
6.67
51.12½
5.22½
45.90

500
325
1.75
87½50
325
412.50

John F. Brookins To Henry Swartz — Dr

To ½ of capital advanced $856.99 —		$428.49
To two months interest —		4.28
To ½ amount of cash put in May	458.58 —	229.29
To ½ amount of collections made	1202 / 423.81 / 776.19	388.09
To ½ debts paid by Swartz	48.52	24.26
To 7 months interest on borrowed money		11.54
To ½ amt. of debts against firm $700.00		350.00
To ½ amt of Brookins acct.	189.35	44.67
To ½ cash at dissolution as per Cash Book	73.95	36.97
		1517.59
		940.65
		576.94

Henry Swartz to J. F. Brookins — Dr

To House ~~and~~ lot		$325.00
To ½ of stock at dissolution	799.12	399.56
To ½ debts paid by Brookins	156.05 / 18.73 / 137.35	68.67
To ½ notes at dissolution	107.80 —	53.90
To ½ Swartz acct	189.04	94.52
		940.65

This deft positively denies that he was to pay all the debts and liabilities of the firm from the book accounts or otherwise but says the same was to be paid as aforesaid. This deft says that when out of the Store he has one or twice he has advanced money for the sole use and benefit of the firm. and again Received the same and no more from the firm in return. and otherwise he never received one cent or one mills value from the firm so far as he can know or now verily believes but what was regularly paid for at the time or placed on book. This Deft was never called on to pay over money on debts due from the firm except one and that but a few days after the dissolution. nor did he ever refuse to do so when demanded a requested so to do by complainant and after he had collected for that purpose. This Deft admits the existence of the debts and liabilities as charged to be against the said firm. and having thus fully answered he prays to be dismissed with his reasonable costs in this behalf most iniquitously charged against and incurred, and as in duty bound &c

John P. Brookins

W. L. Laurence Sol for Deft

State of Ohio Union County ss

Personally appeared John P. Brookins who being duly sworn says that the matters and things set forth in the foregoing answer are true in substance and in fact as he verily believes & further saith not

John P. Brookins

Sworn to before me this 24 day of Dec 1839

Joshua Indy J.P.

Union Com. Pleas

A. P. Brookins

vs

Henry Lane

Answer in chancery

Filed Dec 27. 1839

Franklin E. Lico Clk

A true copy

F. E. Lico Clk

The answer of John P. Brockins to the bill of complaint exhibited against him by Henry Swartz in Union Com. Pleas - This defendant now comes and for answer thereto or so much thereof as he is advised is material for him to answer. in answering says that he admits entering into partnership with the said complainant. about the time at the place and for the purposes therein ~~expressed~~ charged, and that we proceeded to business accordingly by opening a Store &c This defendant further answering says that he cannot answer with that precision to the several allegations in the complainants said bill contained he could wish in as much as the books of the firm are in possession of or under the control of the ~~for~~ complainant and not now accessible by this defendant, The amount of Stock put in by complainant at the commencement of our business was so near as this Deft now knows

Stock advanced	$500.00
Swartz put in on day of 1837	
Do subsequently to dissolution paid	48.52,00

At dissolution Swartz Received in goods and by invoice $797.12 and retained notes same time due the firm 107.80 and Recd. Skins cork & dun & candles so near as this deft knows 25.00 not invoiced and the property of the firm The balance of 184.04 due the firm in his own private account which had been received from time to time by him for consumption of himself and family - This deft in further answering says that in the months of April 1837 and not in May as charged Stevens entered said firm and brought with him into the same the sum of $366.00 and afterwards contributed in no way by advancement or otherwise to enlargement of the capital stock of said firm one cent so far as this defendant then knew or now believes - That said Stevens left the firm in the months of August following and had at that time drawn out of the firm in goods and money amounting to $111.17.5 - That so the account stands with him stands advanced $366. and drawn out 111.$\frac{17\frac{1}{2}}{100}$

This deft here denies the advancement by said Stevens as charged to the amount of 4668 and says that it was as above stated. This deft positively denies the said agreement as charged by complainant whereby the said complainant was to purchase out the share of the said Stevens for the use of the firm at any price or in any manner. Has this deft been interested in said bargain between complt & said Stevens as charged he would have felt an interest in the terms of the sale between them which he never did, and this defendant further charges that the said complt never entered the said transaction on the books of our firm and here requires full proof of the same. This defendant further answering says that complainant never put into the stock of said firm any other or different or additional sum or sums of to that stated above so far as this defendant has any knowledge or verily believes unless it were by signing the notes as a member of the firm for goods purchased during the continuance of the copartnership which were also signed by this deft as a like member and which as stock avails neither of said partners individually. This deft in further answering says that he has never refused or neglected to settle the accounts of the said partnership but that this defendant on the contrary has always been ready and willing and anxious to have the same correctly stated between them. That sometime in September last past (as deft believes) a proposition passed between us to have the same settled by reference in the hands of our mutual friends, that the men chosen appeared at the time took the books of the firm and as this defendant hopes and believes would settle the accounts of the said partnership the persons so chosen continued near two days, and were about to close the same as this deft then thought. But that the first to the contrary this deft then knew was the remarks following which fell from J. M. Crawford (Brother in law of complainant) and the person by him chosen on his part to state said accounts, "That he (said Crawford) was glad they had effected so much

as they had got the books into their possession and would prepare the matter for Court, with these words the effort was closed. Complainant or his Counsel and friend as afs.d. kept the books thence forward and still have the same, By the books of said firm at the time they were so taken as aforesaid there was due to said firm in accounts on the same $423.81 and during the time the Books were in the possession of the Deft $45.90.0 were collected or lifted by Complainant from the hands of a Justice of the peace where Deft had lodged the same for collection and which was a part of the amount due on the partnership Books when they came into Defts hands at the dissolution of the said partnership. correcting the above item of $45.90 this Deft says that the whole was not Received of ab.t but the greater part was paid Complt by individuals

the firm during the time the books were Defts possession

Defts Stock paid in was precisely $325.00 the private act. of Deft at dissolution was for goods 87.35 and by a ticket in the book Deft had in cash Recd 10.00 a short time before the dissolution from the firm 17.50 Recd of the cash on hand at the time of dissolution 443.84 collected on Books whilst they were in Defts possession. The balance to square the books must be either on the books or in the hands of officers for collection. At the dissolution the property and goods of the firm and part of the cash on hand fell into the hands of complainant. the books into the hands of Deft both partiies. and both goods and accounts were to produce to the payment of the debts due against the firm & it was mutually agreed between the parties that in as much as others had them and were still pushing the people on customers. that it would be both useless and unjust to proceed rapidly to collect by sue the accounts then standing out. however Deft still done and pursued collecting as fast as Compt & Deft that night and of that collected on the partnership liabilities the sum of $156.08 was paid by this defendant

Mier Complaint

H Swarts

vs

L P Brookins

Filed Nov 1 1839

J H Gill Clk

427
35
251
21
74
21
12

141
35
176

Henry Swartz
vs
John P. Brookins } Bill in Chancery.

In this case issued subpoena for the deft. returnable forthwith.

Powell & Crawford solts for Complt.

"of this Court under former order and continued."
"November Term 1842. "Continued".
"April Term 1843. "Continued".
"July Term 1843. "Continued under order of reference".
"October Term 1843. "Continued".
"April Term 1844. "Continued"

"In testimony whereof I do hereto subscribe my name and affix the seal of said Court this 20th day of June 1844

John Basil Clerk

Recd this order June 21. 1844. No examination made by me. in this case for want of time

W. W Steele M. in Chy

Union Com Plas
Henry County
vs
John D Brookins
Order of Reference

Seen 35

Filed July 2 1844
John Basil Clerk

The State of Ohio } I John Cassil Clerk of the Court of
Union County ss } Common Pleas within and for the County
of Union and State of Ohio, do hereby Certify
that the following entry is truly taken and copied from the Journal
of said Court, to wit:

"July Term 1840"

"Henry Swartz"
"vs" } "In Chy. This cause came on to be heard upon"
"John P. Brookins" } "the bill answer, exhibits and testimony and"
"was argued by counsel on consideration whereof"
"it is ordered that this cause stand referred to Stephen McLain"
"who is hereby appointed Special Master Commissioner for that purpose"
"to take and state an account between the parties, and in taking"
"such account the said Master Commissioner shall be governed by"
"the following rules, That he shall proceed to take testimony and"
"shall examine under oath, the parties touching any item in their"
"accounts not exceeding twenty dollars, and it is further ordered"
"that the said Master Commissioner proceed to take said"
"account at the request of either party giving the adverse party"
"at least ten days notice of the time and place of commencing"
"the same, and it is further ordered that the said"
"Master Commissioner make his report in the premises at"
"the next term of this Court, to which time this cause"
"is continued"

"Henry Swartz" } "Oct Term 1840"
"6 "vs" } "Chy Cont'd under former order"
"John P. Brookins" }

"Henry Swartz" } "April Term 1841"
5 "vs" } "Chy" "Cont'd"
"John P. Brookins" }

"November Term 1841. Cont'd under former order"
"April Term 1842. Continued under former order & excep-
-tions to depositions sustained by the Court."
August Term 1842. Referred to the Master Commissioner

Chancery Case File

Case No. 1839-CH-0020

No. 39-CH-20

Union Common Pleas Court.

George Wallace Guar
Plaintiff,

AGAINST

Mary W. McFadden et al
Defendant.

NOV 1841

Decree for plff.

Journal 2 Page 337

Record No. 3 Page 548

Ex. Doc. Page

part of a tract of land conveyed by patent by James Madison President of the United States to George Wallace a grandson of the said John Gibson - said patent being signed by James Madison President of the United States dated the 1st day of October AD 1813 - reference being had for certainty of description to said partition record of said partition and also to said patent for certainty of description - said tract of land which ought to be sold containing about four hundred acres - Your Petitioner further avers that said infants are non residents of the State of Ohio and resident of the State of Pennsylvania - Your Petitioner therefore prays that the said Mary W. McFadden and Jane A McFadden may be made defendants to this Petition and that an order of publication may issue for that purpose and that on the final hearing of this cause the court will order said lands to be sold & the proceeds secured for the benefit of said infants and will make such other & further order as to them may seem just & proper -

By Jno Andrews
Atty for Pet.

George Wallace Guardian
vs
Mary W. McFadden et al
Petition
Filed Nov. 1839
Jamison & Sec. Ct. Cl.

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

Your Petitioner George Wallace of the City of Pittsburg in the State of Pennsylvania respectfully represents that on or about the 1st of March AD 1838 to wit at the March Term of the Orphans Court of the County of Allegheny in said State of Pennsylvania AD 1838 your Petitioner was duly appointed by said Orphans Court guardian of Mary Wallace McFadden and Jane A. McFadden children of Adam McFadden and his deceased wife Jane McFadden - Your Petitioner further represents that the father of said infants is wholly unable to support them having become insolvent, that your petitioner has disposed of all the property (saving and excepting as hereinafter stated) which belongs to said infants and that the proceeds of all of said other property has been nearly exhausted in the support of said infants and that it is absolutely necessary for the support of said infants that the lands hereinafter set forth and described should be sold for the support and education of said infants - Your Petitioner further states that the following real estate situate in the County of Union State of Ohio belongs to the said infants Mary W. McFadden & Jane A McFadden to wit - a tract of land set off and assigned to the said infants in a suit in partition at the October Term of the Court of Common Pleas in and for the County of Union AD 1839. in which Robert M Dawson was Petitioner and the said infants were defendants - being the

Mary W. McHadden
& ots
ads. Z Anderson
Geo. Wallace —
Filed July 7. 1840
Jas H Ewing Clk

The Joint answer of Mary W. McHadden, and Jane A. McHadden, infant defendants to the bill of complaint of George Wallace Guardian &c complainant.

And the said defendants by their Guardian ad litem, come and for answer to said bill say, that they are infants of tender years and are wholly ignorant of all the matters alledged in said bill, but have understood that a large estate has descended to them from their deceased father. And the said defendants pray the Court to protect their rights in said estate &c.

Mary W. McHadden and
Jane A. McHadden by
A. Hart
their Guardian ad litem

Geo. Wallace
Def's Publication
Mary W. McHaden et al
Filed July 6. 1840
Jas H Lindsell

Notice.

MARY W. McFADDEN and Jane A. McFadden are hereby notified that onthe 1st day of November, A. D. 1839, a petition was filed in the Court of Common Pleas, in the County of Union and State of Ohio, by George Wallace of the State of Pennsylvania, setting, forth that the said George Wallace is guardian of the s'd Mary W. McFadden and Jane A. McFadden; that the s'd Mary W. & Jane A. McFadden are infants, and that they are the owners of a tract of land lying in said Union County, and described as follows:—A part of a tract of land conveyed by patent by the United States to George Wallace, assignee of John Gibson, and dated October 1st A. D. 1813—being the same portion of said tract which was assigned and set off to said Mary W. McFadden and Jane A, McFadden in a suit in partition in which Robert M. Dawson was petitioner and the said Mary W. and Jane A. McFadden were defendants, in the Court of Common Pleas of Union County at their October term, A. D. 1839, reference being had to said record of said partition and to said patent for certainty—and averring that the sale of said property is necessary for the support and education of said Mary W. and Jane A. McFadden, who are hereby notified that unless they appear, and plead, answer or demur to said petition within sixty days after the next term of said court, the said petitioner will apply at the term of said court, next after the expiration of said sixty days to sustain said petitioner and to decree threon accordingly.

J. W. ANDREWS, Atty'y. for Ptr.

Nov. 29th 1839. 6t

State of Ohio, Union County ss

Personally appeared, before me the subscriber a Justice of the Peace, in & for said County — Robert McBratney, who being duly duly sworn saith, that the annexed, advertisement was regularly published, in the Union Star, a newspaper printed and in general circulation, in said County of Union, for six consecutive weeks, after the first day of November A. D. 1839 —

R. McBratney

Printers fees $4.62½

W. H. Hawk — Affidavit .25

$4.87½

Sworn to and subscribed before me, this 6th day of July A. D. 1840 — Wm H Hawk J. P. Ex

Prom publication
pil order of Sata

Virginia, Ohio County s.s.

Be it remembered that on the day of the date hereof George Wallace of the City of Pittsburgh in the State of Pennsylvania being now in the said County of Ohio, personally appeared before the subscriber a Justice of the peace in and for the said County and being duly sworn deposes and says that he is the guardian of Mary Jane McFadden and Jane Ann McFadden infant heirs at Law of Jane McFadden deceased legally and duly appointed as such by the Orphans Court of Allegheny County Pennsylvania — that his said wards have no available personal estate or other means either in the State of Pennsylvania or elsewhere for their education and support besides their real estate — that his said wards have no real estate besides their lands in the County of Union in the State of Ohio which can be sold with greater or as great advantage to them than would result from the sale of said lands, and that it is the opinion of said affiant that it is necessary for the interest of his said wards that said lands should be sold — affiant further states that his wards are wholly destitute of any productive estate for their education & support. —

~~Affiant~~ further affiant saith not.

Geo Wallace

Sworn to and subscribed before the subscriber

a Justice of the peace in and for the said County of Ohio this 3rd day of June 1840 –

Charles D. Knox J. P.

State of Virginia: Ohio County set:

I John McCollock, clerk of the County Court in and for the County of Ohio, in the state of Virginia do hereby certify that Charles D. Knox who hath given the preceding certificate, was at the time the same bears date, and now is, an acting Justice of the peace, in and for the county aforesaid duly commissioned and qualified according to law –

In Testimony whereof I the said Clerk have hereto set my hand and affixed the seal of the said Court at the city of Wheeling the 11th day of June 1840 and in the 64th year of the Commonwealth

John McCollock.

Virginia: Ohio County set:

I Archibald Woods only presiding magistrate, in and for the County of Ohio, in the state of Virginia, do hereby certify that John McCollock, who hath given the preceding certificate is clerk of the county Court of Ohio County aforesaid, duly appointed and qualified according to law, and that his attestation is in due form – Given under my hand Seal this 12th day of June A.D. 1840

Archd. Woods (Seal)

Certificate of Guardianship

To

John A. Adams

Filed Nov. 3rd 1841

James H. Gillespie Clk

The State of Ohio, Muskingum County, ss.

I, Geo. W. Manypenny, Clerk of the Court of Common Pleas within and for Muskingum County and State of Ohio, do hereby certify that at a special Court of Common Pleas within and for said County, held at the Court House in Zanesville on Tuesday the 2d day of November, 1841, John A. Adams of Zanesville, was duly appointed Guardian to Mary Wallace and Jane Ann McFadden (minor Children of Adam McFadden) and that the said John A. Adams entered into and acknowledged two several bonds, in the penal sum of Ten thousand Dollars each, with Charles G. Wilson his security, which bonds were accepted by the Court and conditioned according to law, and letters of Guardianship ordered to be issued to him as such Guardian, which was done.

In testimony whereof, I, George W. Manypenny, Clerk as aforesaid, have hereunto set my hand and affixed the seal of said Court, at Zanesville this 2d day of November 1841

Geo. W. Manypenny
Clerk

George Wallace
guardian &c
vs
Mary W McFadden
Jane A McFadden

In the Court of
Common Pleas of
Union County. Ohio.
Petition to sell real
estate.

I. John A Adams, guardian of the said Mary W McFadden, and Jane A McFadden, infant defendants in the above cause. do hereby consent to the confirmation by the said Court of the sale heretofore ordered, and made, in said cause. and I do hereby as guardian of said infant Defendants request that such order may be made by said Court in the premises, as will enable me as guardian as aforesaid to convey said real estate to the purchaser at the sale aforesaid, on receiving the purchase money therefor; and that such other order may also be made in the premises as to the said Court may seem just and proper.

Zanesville. 3d Nov. 1841 John A Adams

George Wallace
vs
Mary W McFadden et al

Filed Apl 14. 1845
Jas H Lewellen
Recorded

George Wallace Guardian &c
vs
Mary Wallace McFadden & Jane A. McFadden } Petition to sell land.

In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio made at their October Term AD 1840 I offered at public sale at the door of the Court House in said Union County. the lands in said petition described on the first day of February AD 1841. and then and there sold the same to Robert W. Dawson he being the highest and best bidder therefor. for the sum of eleven hundred dollars. said sum being more than two thirds the appraised valuation of said premises. said sale having been by me duly advertised for six consecutive weeks prior thereto in the Union Star a newspaper printed and of general circulation in said Union County. a copy of which said notice is herewith returned duly sworn to.

April 14. 1841.

George Wallace Guardian
of Mary W McFadden &
Jane A McFadden
by — Wm W. Steele

George Wallace
vs
Mary W. McFadden et al

Filed Apl 04. 1861
Jas. H. Little Clk

By virtue of an order of the Court of Common Pleas of Union county at their last Term, I will offer for sale at the door of the Court House, in Marysville, on the 1st day of February, A D 1841, the following described premises, to wit: 400 acres of Land, more or less, being part of Military Warrant, No. 5482, and pattented to George Wallace, assignee of John Gibson, bearing date the 1st day of October, A D 1813, and recorded in the Recorders office of Union county, bounded as follows, to wit: Beginning at a White oak Beech and Sugar Tree, the North East corner of said 400 acres of said Entry, No 5482, also, the south west corner to Richard Claiborn's Survey No 220 of 12501 acres, and N West corner of another Survey of Rich'd Claiborn's No 220 of 416 acres; thence South 90 degrees east 255 poles to three ashes, south west corner of said Claiborn's survey No 220 of 416 acres and N E corner of the representatives of Thos Ruffin's survey No 6301 of 400 acres; thence with said representative, north line, North 80 degrees West 244 poles to a Hickory and Sugar tree, north west corner of said survey No 7869, and North West corner of said representatives of Thomas Ruffin's survey No 6301 of 400 acres; thence North 2 degrees East 255 poles, to a stake in the original west line of said survey No 7869; thence south 80 degrees East to the place of beginning.

GEORGE WALLACE, *Guardian.*

Dec. 24, 1840. 5t

State of Ohio Union County ss
Personally appeared R McBratney publisher of "Union Star" a News paper in general Circulation in Union County and made Oath that the notice attached hereto had been duly inserted in said ~~Court~~ paper for five Consecutive Weeks prior to day of Sale

Robert McBratney

Sworn to & subscribed before me this 14th day of April AD 1841.

Wm B Frank J.P.

No 68 March Term 1835

Copy of record

fees 0 56
25 Pd by
J W Cook

131
81
200
412

Allegheny County ss

I Wm Willson Clerk of the Orphans Court of the County of Allegheny, do by these presents Certify that it appears of record in this office, that at March Term A D 1835 No 48
Before the judges of the said Court
The Petition of Adams M'Fadden, was presented Stating that Mary Wallace M'Fadden, & Jane Ann M'Fadden, Children of himself and his deceased wife Jane, who was the daughter of the late Thos. Wallace of Allegheny County deceased, are minors under the age of fourteen years, that as heirs of their deceased mother, and in her right they are entitled to the reversion subject to the life Estate of your petitioner, in the undivided eighth part of a Lot of Ground Situate at the corner of Redoubt Alley and fourth Street in the City of Pittsburgh, being sixty feet by eighty or thereabouts, and also the undivided eighth part of a certain Lot at the corner of Fourth and Ferry Streets, being about eighty feet front on Fourth Street, by about sixty nine feet also to the reversion of the one half, of two tracts of Land each containing about four hundred acres Situate in the State of Ohio on the waters of Sullans creek and near the Indiana boundary line, and also the reversion in the whole of a four hundred acre tract of Land Situate in the State of Indiana on the north fork of white river. And praying the Court to appoint Guardians for said minors, the prayer was granted, and George Wallace was appointed Guardian of said minors By the Court
In Testimony whereof I have hereunto set my hand and affixed the Seal of the said Court at the City of Pittsburgh this 22nd day of August A D 1838

Wm Willson Clk

Pennsylvania }
Allegheny County }

I Trovanion B Dallas President Judge of the Orphans Court of Allegheny County Pennsylvania do by these presents Certify that Wm Wilson by whom the within Certificate was given was on the 22 day of August 1838 clerk of the said Orphans Court of Allegheny County duly commissioned & sworn, that the seal thereto annexed is the seal of the said Court & that the said Certificate is in due form of law

In Testimony whereof I have hereunto set my hand & seal this first day of September eighteen hundred and thirty eight

T B Dallas (Seal)

J. W. Andrews
Atty for
J. Walbace
Act for Adv.

$ 9.12½

0-5
0-552
0 0-52
0-051
(4) 0 0-591 / 0.30
-51
06

J. W. Andrews Atty for J. Wallace, Dr.

To T. McBratney

Nov. 29. 1839. To pub. Notice of partition of land $4.62½

Dec 24 1840. To pub. Notice of Guardian Sale, — 4.50

9.12½

Marysville. O. Jan. 22. 1841.

To the Court of Common pleas for Union County

In obedience to the within Order we having been first duly sworn upon actual view of the premises do estimate the just value of the within described real estate at three dollars and fifty cents per acre dated this 6th day of October 1840

R Clark Seal
Levi Phelps Seal
Cyprian Lee Seal

fees
Ransom Clark appraiser one day — $1.00
Levi Phelps " " " 1.00
Cyprian Lee " " 1.00
3.00

Union Com Plas
Geo McMacken
McFadden
appraisement
Filed Oct 7. 1840
Jamed Walker Clk

George Wallace Guardian &c
as
Mary W. McFadden et al.

Petition to sell land on motion to to the Court by Mr Gilbert petitioners counsel It is ordered that Ransom Clark Levi Phelps and Cyprian Lee being first duly sworn do upon actual view of the premises make a just valuation of the ~~premises~~ lands and tenements in the petition described and that they return such valuation forthwith, and on motion the order made herein at last term of this Court is set aside by the Court ~~and this Cause is continued~~

I certify that the above is taken and correctly copied from the Records of said Court Oct 6. 1840
Jas. H. Gill Clerk

State of Ohio
Union Co. ss Personally came Ransom Clark Levi Phelps & Cyprian Lee above named and made solemn oath that they would well and truly perform the duties enjoined by the above order

Subscribed & Sworn to
Oct 6th 1840 Before me

David Burnham Just Peace

Signed
R Clark
Levi Phelps
Cyprian Lee