Chancery Case File

Case No. 1840-CH-0001

No. 40-CH-1

Union Common Pleas Court.

Lyne Starling
Plaintiff,

AGAINST

Charles Bolkins Jr.
Defendant.

MAY TERM, 1840

Dismissed at
JUD'G V PLAINT'F

Journal 2 Page 208

Record No. No Record Page

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Union Com. Pleas

Lyne Starling Jr

W. W. Bice in Ely.

Charles Botkin Jr

Filed Feb. 19. 1840

James H. Geo Clerk

MAY TERM 1840

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 Orator Lyne Starling Junior (for the use of Michael L. Sullivant, Wray Thomas and Matthew J. Gilbert) that on the first day of June A. D. 1837. your Orator and one Charles Botkin Junior (whom your Orator prays may be made defendant hereto) entered into an article of agreement under their hands & seals whereby the said your Orator contracted to sell to the said defendant two several tracts of land lying and being in the County of Union aforesaid, containing together two hundred & fifty two acres of land, at three dollars per acre, amounting to seven hundred & fifty six dollars, payable as hereinafter mentioned with interest, and further upon the punctual payment of the purchase money & interest, to convey said land to said defendant by deed of general warranty - And the said defendant on his part agreed to pay to your Orator said sum of $756 in instalments as follows $350 with interest on the first day of December thence next ensuing. $203 with interest on the 1st day of December A. D. 1838. & $203 with interest on the 1st day of December A. D. 1839 and to pay all taxes upon the land, assessed after the year 1837 and executed to your

Orator his three several promissory notes for the sums & payable as above mentioned; all which will more fully & at large appear reference being had to said articles of agreement & promissory notes, copies of which are herewith filed, (the originals being ready to be produced upon the hearing hereof) and made parts hereof marked as Vouchers, A. B. C. & D —

Your orator further represents & charges, that he left the sum of $233 dollars paid by said defendant on the 19th of January 1838 and endorsed on said note of $350. no part of said purchase money has been paid and your Orator is uninformed, if said taxes have been paid upon said land — and although your Orator has at all times been willing and ready to receive said purchase money and to convey said land to said defendant according to the terms and stipulations of said articles of agreement, yet the said defendant has utterly neglected and refused to pay the same — In tender consideration whereof and for as much as your Orator is remediless in the premises by the strict rules of the common law and relievable only in equity where matters of this sort are peculiarly cognizable; To the end therefore, that the said defendant may full, true & perfect answer make to all the matters & things herein charged & contained, as fully in every respect as if the same were here again repeated

and he thereunto particularly interrogated and that your Orator may have a decree in the premises, for the payment of the residue of said purchase money, and for a sale if necessary of said tracts of land to pay the same, or that said Contract may be rescinded, and said land revert to your Orator, in default of such payment and for such other further relief as the nature of the case may require and to your Honors may seem meet - your Orator prays that writ of Subpoena &c and as in duty bound will ever pray &c.

J Brush & Gilbert
Solcts for Complt

Voucher A. (Copy)

Articles of agreement made this first day of June eighteen hundred and thirty seven, by and between Lyne Starling jr of the one part and Charles Botkin jr, of the other part witnesseth, that the said Starling has this day agreed to sell to the said Botkin, two tracts of land, lying in Union County Ohio, part of Survey Nos 5778, 5641. 5806 & 6495 entered in the name of Robert Means and Patented to Daniel Ball, they being Lots No. 3, containing one hundred and twenty three acres & No. 4, containing one hundred and twenty nine acres; being the next two lots, South of the road next to the tract purchased by Joshua Indy on the east side of Indys tract - In Consideration of which the said Botkin agrees to pay said Starling the sum of three dollars per acre in three instalments

with interest from date — three hundred and fifty dollars on or before the first day of December next, two hundred and three dollars, on or before the first day of December A.D. 1838. and two hundred & three dollars on or before the first day of December A.D. 1839 — The said Botkins having executed to the Said Stanling his three single bills or promissory notes for the said sums of money, agrees to pay them punctually as they respectively become due, and to pay all taxes which may hereafter be demandable after the year 1837 — And the said Stanling binds himself, his heirs &c. that as soon as the purchase money aforesaid with interest shall be paid, to make to the said Botkins, his heirs or assigns a good deed of general warranty for the above lots of land, describing the same by metes & bounds — In testimony of all which the parties have hereunto set their hands & seals the day first herein written —

Signed Lyne Stanling Jr (Seal)
Charles Botkin Junior (Seal)

Voucher No. (Copy)

On or before the first day of December next I promise to pay Lyne Stanling jr or order, three hundred & fifty dollars with interest from date for value received — June 1st 1837. Signed Charles Botkin jr —
$350 —

Endorsement on the back of the above —

"January 19th 1838. received on the within two hundred & thirty three dollars

Signed M. S. Gillent
Mary Thomas

Voucher C. (copy)

On or before the first day of December A.D. 1838 I promise to pay Lyne Starling jr. or order two hundred and three dollars with interest from date for value received - June 1st 1837 - Signd Charles Botkin jr -

Voucher D. (copy)

On or before the first day of December A.D. 1839 I promise to pay Lyne Starling jr or order two hundred & three dollars with interest from date for value received June 1st 1837 - Signd Charles Botkin jr

Issue Subpoena to Sheriffs of Clark & Union Cos - Jany 29th 1840.

James H. Gill Clk.

Brush & Gilbert
Solts for Complt

Union Com. Pleas

Lynn Sterling Jr
for use } Suit to
vs } Chancery

Charles Bothwell Jr

Serve — 35
Mile — 75
$1,10

Filed May 4th 1840
Saml H. Giles Clk

13.62
5.62
92.51

Defendant not found
E. Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon Charles Bottin Jr to appear before the Honorable the Judges of 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 charged and contained in a Bill in Chancery exhibited against him by Lyne Starling Jr (for the use of Michael L. Sullivan Wm Thomas and Matthew L. Gilbert) 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 aforesaid this 19th day of Feb. A.D. 1840

James H Gill Clerk

Union Com. pleas

Lyne Starling Jr.

vs } No. 5

Charles Bottkins Jr.

Decree for costs $ 3.76

writ .40

Deft Bottkins not found in this County.

H. Vanmeter Sheff

Sheff fees } writ — 35
mileage 50
85

Filed Sept 18. 1840

Jas H Lee Clk

The State of Ohio, Union County, ss:

To the Sheriff of said County, Greeting:

WHEREAS, at a Court of Common Pleas of said county, begun and held at the Court House in the Town of Marysville on the 19th day of May A. D. 1840

Lyne Starling Jr recovered against Charles Bolkins Jr.

~~as well the sum of~~

~~dollars and~~ ——— ~~costs, for~~ ——— ~~damages, as~~ the sum of $ 3.76

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 Charles Bolkins Jr.

you cause to be made the ~~damages and~~ costs aforesaid, with interest thereon from the day of A. D. 18 , 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 Cou

at the Court-House aforesaid, this 18th

day of July A. D. 1840

ATTEST: James H. Gill Clerk.

Chancery Case File

Case No. 1840-CH-0002

No. 40-CH-2

Union Common Pleas Court.

James Burgess, Plaintiff,

AGAINST

Mary Burwick et al, Defendant.

Nov 1841

Decree for plaintiff

Recorded & Indexed.

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Ex. Doc. Page

to this Bill) her heirs at law.

Your petitioner further states that he was duly appointed Admr of the estate of said Mary Bonde on the 21st day of December 1839. by the Court of Common Pleas in & for said County which facts a copy of his letters hereunto affixed will more fully exhibit

Your petitioner therefore prays the order of this Court that he may be empowered to complete said contract & convey said land to said Beck according to the tenor & effect of said Penal Bond

A Hall
Atty for petitioner

Filed March 3. 1840
Jas. H. Gill. Clk
Cont Dismiss
Recorded

Jamed Ferguson Adm
vs.
The heirs of Mary Bonde

Bill in Chy.

A. Hall for petitioner

To the Court of Common Pleas in & for the County of Union.

James Spangin Admr of the Estate of Mary Bowdre deceased states to your Honors by way of Peition that on the 24th day of May AD 1839 the said Mary Bowdre entered into a penal Bond for the conveyance of fifty acres of land to one Vivian P Beck part of Survey No. 5498 bounded as follows Beginning at a stake in the line of James Blackburns land N.W. corner to said Mary Bowdres land. Thence with his line south 9° 25 E 101 poles & 14 links to a stake Thence N.79.30 E 78 poles 19 links to a stake in the line of William Embasons land Thence with his line N. 9.25 W 101 poles 14 links to a Beach & Elm in the Origl North line of said survey. Thence with said line S. 79° 30 W 78 poles & 19 links to the begening. That fifty dollars was paid in hand upon the execution of said Bond. and said Beck executed his Note ~~his Note~~ for the sum of one hundred and fifty dollars payable on the 12th day of December 1839. upon the payment of which sum the said Mary Bowdre by her said Bond was to execute to said Beck a deed for said land.

That said Mary Bowdre deceased without having completed her said contract and said Note is now due & owing & said Beck is ready to pay the amount due when he can obtain title to said land

You petitioner further states that William Curtain Mary Burdick Benjamin Bowdre Samuel Bowdre George Bowdre & Nancy Spangin (whom your petitioner prays may be made defendants

June 23rd 1840 Served Benjamin Boudre personally by copy and George Boudre and Mary Busick by leaving copy at their Residence and the other defendants not found in the County

William Warner Shff Pl. Co.

Tenison Com. Pleas

James Spurgeon

vs } Sub. in Chy.

Wm Curtain Mary Busick. Benj. Boudre Saml. Boudre, Geo. Boudre & Nancy Spurgeon

Shff Fees

Mileage	.70
Service	.75
Copies	.45
	$ 1.90

Filed June 30. 1840

James H Gill Clk

The State of Ohio Union County ss.

To the Sheriff of Madison County Greeting:

We command you to summon Wm Curtain, Mary Burick Benj: Boudre, Saml Boudre, Geo. Boudre & Nancy Spurgion to appear before the Judges of the Court of Com. Pleas within and for the County of Union at the Court House in said County on the first day of our next term to answer the matters and charges contained in a petition in Chancery exhibited against them by James Spurgin; 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 25th day of May A. D. 1840.

Jas H. Gill Clerk

Mary Boudre's bond

Filed May 11th 1840

Jas. H. Gill, Clerk

Know all men by theas presents that I Marey Boudre of the County of Union and State of Ohio am held and firmly bound unto Vivian O Beck in the penal sum of four hundred Dollars to the payment of which I bind my self my heirs Executors administrators and assigns jointly and severally firmly by theas presents sealed with my seal May 24th 1839

The Condition of this obligation is such that whereas the said Marey Boudre has this day sold unto the said Vivian O Beck fifty acres of land out of Survey No 5498 being the land formaly owned By Chester Dynes for the sum of two hundred Dollars fifty Dollars the said Beck has in hand paid and one hundred and fifty Dollars to be paid December 12th 1839 Now if the said Marey Boudre does make and convey unto the said Beck a deed for said land By the 12th Day of December 1839 then this obligation to be nul and void otherwise to remain in full force and virtue in law as witnes my hand and seal

test May 24th 1839

Samuel Beck

her
Marey + Boudre (Seal)
mark

James Spurgeon
Adm to
&
The heirs of Mary
Bourke

Plea Guardian
ad Litem

Filed July 8th
1840
Jas. H. Lee Clk

The answer of George Bowdre an infant defend=ant. to the Bill of Complaint James Spunger Adm. of Mary Bowdre Dec.

And the said Defendant by his Guardian Ad litem and for answer to says that he is an infant and wholly ignorant of all the matters con=tained in said Bill. but have understood the the matters and things contained in said Bill are true & the said defendant prays the court to protect them rights

George Bowdre
by [illegible]
his Guardian Ad litem

Union Com. Pleas

James Spurgin
vs } Sub. in Chy
Heirs of Mary Bowie

Serv.	1.35
6 Copys	90
Mil	50
	$2,75

Filed May 11th 1840
James. M. Gilo. Clk.

48
3.23

Serve by delivering a certified Copy to Samuel Bowie & Nancy Spurgin Mary Bowie George Bowie Mrs Curain & Mary Baptist not found

Z Clark Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We command you to summon William Curtains Mary Busick Benj. Bowder Samuel Bowder George Bowder & Nancy Spurgin to appear before the Honorable the Judges of the Court of Common Pleas within & for the County aforesaid at the Court House in said County on the 19th day of May next to answer the matters & charges contained in a petition in Chancery Exhibited against them by James Spurgin. 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 3rd day of March A.D. 1840

James H. Gill Clerk

James Sprague
adm
vs
The heirs of Mary
Boulden

Petition

Filed March 3. 1840
James H. Lee Clk

A Hallett
Petitioner

James Spurgeon
vs
William Curtain
Mary Busick
Benj. Bondre
Samuel Bondre
George Bondre
& Nancy Spurgeon

The Clerk of Union
Common Pleas will
please issue subpoena
to the Sheriff of Madison
County in this cause

A Hall, Sol
for Petitioner

To J. W. Gill Clk.

Served the within named William Curtain by leaving a Copy with his wife at his residence the other defendants not served by order of the plaintiffs

Oct. 27th 1841

Wm. T. Davidson Shff. of Madison County

Shff. fees

Mileage	50
Service	34
Copy	15
	$1.00

Madison Circuit. Plea

James Shepherd Plaintiff

vs

Elisha Oldham

Wm. Curtain & Lady

Filed Oct 28. 1841

James H. Fair Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Madison COUNTY, GREETING:

We command you that you summon Wm Cantaine Mary Busick Benj. Bowdre Samuel Bowdre George Bowdre and Nancy Spurgin

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, on the 3d day of November next

to answer the matters and charges contained in a Bill in ~~Chancery~~ in Chancery exhibited against them by James Spurgin Adm't of Mary Bowdre 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 said Court at the Court house in Marysville, this 26th day of October A. D. 1841.

James H. Gill Clerk

Chancery Case File

Case No. 1840-CH-0003

No. 40-CH-3

Union Common Pleas Court.

Jesse G Nott
Plaintiff,

AGAINST

James Buggage
Defendant.

NOV 1841

Dismissed.

Journal 2 Page 336

Record No. 3 Page 5-3 v

Ex. Doc. Page

Union Common Plea

Jesse G. Nott
vs
James Clingan

Bill in Chancery

Filed May 18th 1840
Ja. H. Gill Clk

cost bill made
Recorded

To the Honorable the Judges of the Court of Common pleas in and for the County of Union When in Chancery sitting

Your orator Jesse G. Nott of the County of Champaign and State of Ohio Humbly Complaining would represent unto your honors that some time about the year 1830 your orator by title bond purchased of Silas G. Strong a certain parcel of land lying on the waters of Blues Creek and Darbing Township Containing 105 acres being part of Survey No 5506 beginning at two hickories and the North East Corner of Lot No 6 by subdivision thence N. 80° E. 171 poles 4 links to two hickories and Ironwood and Sugartree thence S. 10° E. 100 poles to an Ironwood and Two hickory thence S. 80° W. 175 poles and two links to three hickories thence North 70 45' West 100 poles to the beginning - That your orator had time on the back payments for the same and under the Contract aforesaid took possession of said land and improved the same by erecting three Comfortable log houses Clearing forty acres of the same fit for the plow by planting a young orchard and clearing inclosing the whole with a good rail fence digging wells &c whereby the same became greatly increased in value Your orator would further represent that in the month of August 1834 one Bayley Hathaway then in life but long since dead of Summit County this State purchased of your orator his right his right to said land and abbreviations for the sum of one hundred and twenty five Dollars to be paid in two months from date that the said Hathaway executed his note to Complainant for said amount as will appear by the same now here to the Court

Wherefore

That said Strong executed a deed to said Hathaway for said land and took from him a mortgage dated on the 18th of September 1834 securing the balance of the purchase money In January 1837 this mortgage was assigned to Jesse Butcher and on the 31st of March 1838 assigned by him to James Clugage of said County of Union Andrew how your Orator prays may be made Defendants to this bill your Orator further represents that soon after he sold land to said Hathaway said Hathaway died entirely insolvent in the County of Cuyahoga and left nothing whereby the same did your orator or any part thereof as aforesaid could be paid by Abbott his administrator your orator further Charges that the said mortgage is now in process of foreclosure in this Court against said administrator by said Clugage and by an order of this Court at last term for that purpose has been sold by the proper officer and purchased by said Clugage by which purchase the said Clugage is in possession of your labor and interest in said premises without paying paid any person for the same your orator further Charges that at the equitable time of your orator on said premises the said Clugage had full and early notice and long before he made said purchase

That your orator by his agent repeatedly and in a humble and peaceable manner requested the said Clugage to pay your orator the amount of said note as he should and he ought but he utterly refuses to tender Consideration whereof and in asmuch as your orator is wholly remediless at Common law & can only be relieved in this Court where matters of this sort are happily Cognizable your orator prays that said defendant may be made to answer this bill upon ~~oath~~ his Corporal oath particularly

and that on final hearing this Court would order and decree the payment of said agreement to your orator and that your Honors would grant to your orator such other and further relief as equity and good Conscience may require and as in duty bound he will ever pray &c

By Wm C. Lawrence & Pitzbode
his Solicitors

issue a subpoena returnable ~~forthwith~~ on first day of next term May. 1841 Lawrence & Cole

C-H Com Pleas
Union Co

Nott
as
B Hathaway

August 20th 1834

this may Certify that I have Purchased Jesse G. Scott's right of Land in Lusbury Township Union County Ohio for which I promise to pay unto him the Sd J. G. Scott or bearer the sum of one hundred and twentyfive Dollars to be paid in good horses & Sandy waggon delivered on the above named land within two Months from this Date it being for Value Received Bailey Williams

Attest

D. Gallard

Pierce Lanphear

Concord Township Champaign County Ohio

Union Com. Pleas

Jesse G. Nott
vs } Sub. in Chy
James Clugage

Ser	35
Mil	50
Copy	15
	$1,00

Filed May 19. 1840
Jas Ho. Gill Clerk

Amd by Defendant's consent
Copy to Defendant's
P Clark Atty

State of Ohio Union County ss.

To the Sheriff of said County Greeting:

We command you to summon James Clugage to be and appear before the honourable the Judges of the Court of Common Pleas of said County at the Court House in said County on the first day of our next term. to answer the matters and charges set forth in a bill in Chancery exhibited against him by Jesse G. Nott and this he shall in no wise omit under the penalty of one thousand dollars. and have you then there this writ.

Witness Jas. W. Gill Clerk of said Court at the Court House in Marysville this 18th day of May A.D. 1846

Jas. W. Gill. Clk

James Clugage

to

Jesse G. Roth

Answered in City

Tiffin June 24. 1840

James H. Gillespie

Hall per Rev

The answer of James Pluggage to a Bill filed against him in the Court of Common Pleas in & for Union County by Jesse B. Nott

And the said Respondant now comes and for answer to the said Bill of the said Complainant or so much thereof as he is advised is material for him to answer. Says:- That true on the 31st day of March 1838 Respondant purchased by assignment of Jesse Butcher his Equitable interest in the Land described in Complainants Bill. That Respondant was then a stranger in the County of Union, and found said Butcher in possession of said Land, holding under an assignment of a mortgage Executed by Bayley Hathaway, to Silas B Strong to secure as Respondant was informed the payment of the original purchase money due from Hathaway to Strong for said Land which Mortgage had been assigned by said Strong to said Butcher, Respondant paid said Butcher at the time of said purchase the sum of $208.32/100 for his Equitable interest in said premises and took possession of the same. Respondant admits that there was some small improvement upon said Land at the time he took possession of the same, but Respondant expressly denies all knowledge of the former history of the purchase, sale, or improvement of said Land except what appeared of record in the Recorders office in said County, where said Respondant examined before purchasing, to see that the Land was free from all and every incumbrance.

Respondant afterwards paid a large sum of money to wit, the sum of $050,00 to the widow of the said Bayley Hathaway for a quit Claim of her

dower estate in the land aforesaid and made large and valuable improvements thereon
Respondant further states that in the spring of 1839 Respondant filed his Bill in this Court, to foreclose said Mortgage, and that afterwards the said Jesse D Nott by his agent informed Respondant that Complainant had once been in possession of said land & made some improvements thereon. and had sold his interest therein to said Hathaway. and that 125$ of the purchase money remained unpaid. Respondant here expressly states that this was the first information Respondant had. that Complainant had ever been in possession of said premises or that such person as complainant was in existence. Respondant farther admits that at the fall term of this Court 1839. respondant obtained a decree of foreclosure upon said mortgage the Court then & there ordering that the sum of $227.90 be paid by the Administrator & heirs of Baily Hathaway to Respondant in ten days from the date of said decree. or that the same be sold to Respondant. Had been & was at the time said decree was made making valuable improvements upon said premises — and expected he should be under the necessity of Bidding in said land. to satisfy his demand. or to continue his improvements subject sale to some other person.
Said premises was appraised at the sum of 450$. And Respondant purchased the same at the sale thereof for the sum of 310$. the ballance of which sum now remains in the hands of R Clark Sheriff of said County. subject to the action of ~~said~~ Complainant. Respondant therefore prays that having

thus fully shown that complainant has no equity in said premises or otherwise whereby to charge ~~to~~ respondant that he may be dismissed with his costs and respondant as in duty bound will ever pray &c

A. Hall Sol
for Resp

State of Ohio Union County ss

The above respondant James Clugage being duly sworn according to law says that the matters and things contained in the above answer to the Bill of Complaint of Geo G Scott so far as they purport to be stated from his own knowledge are true & so far as stated upon the information of others he believes to be true.

James Clugage

Subscribed & sworn this 7th day of October 1840 before me

Jas H Gill Clk

Chancery Case

1840-CH-0004

located with

District Court Case

1852-DC-0001

Chancery Case File

Case No. 1840-CH-0005

No. 40-CH-S

Union Common Pleas Court

Benjamin Wade
Plaintiff,

against

Stephen McLain
Defendant.

AUG. TERM. 1842

Settled

Journal 3 Page 37

Record No. No Record. Page

Ex. Doc. Page

Benjamin Woods
vs
Bill
Stephen McDaine
& William H Woods

In Chy

Filed May 18th 1840
Jas. H. Gill Clk

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

Your petitioner Benjamin Ward of said County respectfully unto your Honors. That on or about the 17th day of Jany 1839. one Levi Antrim was indebted to William Sharp in the sum of Six hundred and forty five dollars evidenced by six Notes of hand described as follows One for $40.00 due ate date — One for $121.00 due three months after date one for $121.00 due six months after date one for $121.00 due nine months after date one for $121.00 due twelve months after date & one for $121.00 due fifteen months after date all made payable to O B Cissel or Beaver & dated Dec 31st 1838

That said Levi Antrim was also indebted to Stephen McLain (whom your petitioner prays may be made defendant to this Bill) about 214$ evidenced by three several notes of hand. and that the said William Sharp & Stephen McLain had jointly went Bail for the stay of execution upon a judgment in favour of Enos Ward against said Antrim for the sum of $64.56½ including costs.

That the said Levi Antrim for the purpose of securing the payment of the above described promissory notes & securing the said Sharp & McLain against the payment of said judgment. on the 17 day of Jany 1839 executed & delivered to them a mortgage upon the Lot No 18 in the Town of Marysville Union County Ohio. and also upon a large quantity of personal property. ~~of the~~ valued at $232.00. Which mortgage or a copy thereof is herewith filed and made part of this bill by ref-

erence

=rence to which these facts will more fully appear. Your petitioner further states that on the 17th day of Jany 1839 the said Levi Antrim for the purpose of further securing the payment of the above described Promissory Notes & Liabilities assigned all his right & title in the Lot No. 69. in said Town of Maysville Union Co Ohio to said Sharp & McCain. Your petitioner further states that said Antrim had purchased of W. C. Lawrence one third part of said lot & paid said Lawrence the purchase money thereon except perhaps a ballance of thirty or forty dollars.

Your petitioner further represents that afterwards on the 24th day of May 1839 the said William Sharp was indebted to your petitioner and for the purpose of securing the payment of such indebtedness Sharp represented to your petitioner that the above described note calling for 121$ nine months after the date thereof was so secured by Mortgage & assignment of Title bond that your petitioner was induced to purchase the same and release said Sharp. Your petitioner further states that he afterwards ascertained that your petitioners said note was not specifically described in the Mortgage that said Mortgage was given to secure the payment of six several note of hand. But by mistake the specific description of the note so sold to your petitioner was omitted

Yet your petitioner expressly charges that the note so sold to your petitioner was intended to be secured by said Mortgage.

Your petitioner further charges that afterwards the said Sharp sold to one William W Woods the other five notes together with the interest which said Sharp was entitled to by reason of the amount due upon said notes in said Mortgage and title bond to Lot No 69 in said town of Mansville

Your petitioner further charges that the said McSain & the W W Woods had notice of all and singular the matters and things charged in this bill. that they knew at the time they respectively obtained an interest in said Mortgage & title bond that said Mortgage & assignment were executed as well to secure the payment of the note now held by your petitioner as the notes held by them - and your petitioner further charges that at the time of the sale from Sharp to Woods. said Woods & McSain were well advised that your petitioner was in possession & had purchased the note calling for 125$ nine months after date dated Dec 31 1838.

Your petitioner further states that said William Sharp shortly after the sale of said Mortgage & left this country for some part of Indiana and your petitioner has prosecuted said Antrim at law upon said note to insolvency.

Your petitioner further charges that said Woods & McSain ~~have paid~~ or one of them have paid up the balance of the purchase money due Wm Lawrence for Lot No 69 aforesaid & taken a deed direct from said Lawrence to said Woods.

Your petitioner also states that said Woods & McSain have between them disposed of the real and personal estate so mortgaged & assigned as aforesaid as well to secure the payment of the amt due from said Ashton to your petitioner as the said indebtedness to them

Your petitioner further states that in a peaceable & gentlemanly manner he has made application to said McSain & Woods and requested them to account to your petitioner for his proportion of the amount accruing from the sales of said property And your petitioner expressly charges that the said property so mortgaged ~~so mortgaged~~ & ~~secured~~ assigned was abundantly sufficient to pay all the indebtedness ~~to~~ of Ashton to said Woods McSain & your petitioner and your petitioner fondly hoped that they would account to him for his proportion Yet the said Wood & McSain ~~work~~ conspiring together to defraud your petitioner utterly refuse to do so But sometimes pretend that your petitioner is not in possession of said note & at other times they say that your petitioner if he

has such note has no claims upon them for an apportionment of said funds.
In tender consideration whereof and in as much as your petitioner has no relief upon the law side of this court — Your petitioner prays that said W W Woods & Stephen McLain answer all & singular the matters & things charged in this Bill and that they may answer how much they paid Wheelwright to obtain the title to the lot No 69. how much they sold the same for & to whom.
That they may be compelled to answer what Appropriation has been made by them of said Lot No 16 and what they have done with the ~~amount~~ personal property which being so mortgaged came into their hands and on final hearing of this cause your petitioner prays that the defendants may be decreed to pay to your petitioner the proportion which the amount of his said claim when compared with the amount due said Wood & McLain by said mortgage and the value of the mortgaged effects which have come into their hands and for such other & further relief as equity & good conscience may require & your petitioner as in duty bound will ever pray &c

A Hall
Sol for Complt

Levi Antrim

Mortgage

Tharp & McLean

This Indenture made this 17th day of January 1839 between Levi Antrim of the part and William Tharp and Stephen McLean of the second part Witnesses that the said Levi Antrim has this day sold granted bargained and conveyed to the said parties of the second part the following described property being in the Town of Marysville Union County Ohio and known and designated on the recorded plat of said Town as in lot No (18) eighteen with its possession previlges and appurtenances for the Just and full sum of two hundred and fifty dollars to me in hand paid To Have and to hold said lot unto them & heirs and assigns forever and the said party of the first part Covenants that he will and his heirs &c shall forever warrant and defend to the said second party their heirs or assigns the premises aforesaid And this indenture further Witnesseth I have sold and delivered to said parties of the second part the following described property and at the prices to each annexed to wit. One large Quitt looking glass at 18 $ one set of fancy chairs 15 $ with rattan Bottoms one pair of Brass andirons and shovel & tongs 3 $ one Bureau 12 $ one desk 20 $ 3 French beadsteads at 5 $ each one fine Carved post beadstead 15 $ 9 feather beds and pillows at 7 $ each 11 Straw ticks at 15 $ all & bead Comfortables at 25 $ together 8 quilts at 25 $ one large Kettle and Bail at 6 $ all exclusive of the of the realty mentioned above To Have and to hold the said goods and Chattles to them and their heirs and assigns forever In witness whereof the said party of the first part together with Mary his wife who hereby relinquishes her right of Dower to the same hereunto set their hands and seal the day and year first above written But note this that the above deed is made with this provisso and noother to wit

Mortgage
Filed May 18th
1840
Jas. H. Lee Clk

for and in as much as the said Antrim is indebted to said Sharp as is evidenced by six several notes of hand for the sums (to wit) one for 40 $ due and dated 31st decem=ber 1838 2d same date for one ~~hundred~~ 121 $ due 3 months from date 3d same date 121 $ due 6 months from date 4th same date for 121 $ twelve months from date 5th same date for 121 $ due 15 months from date all made payable to O B Cipsell and also is indebted to the said McLain in the amount of 2 several notes of hand the first for 194.06 $ due some time since 2d for 19.76. $ dated August 27. 1837 and due 6 months from date and also for that whereas the said parties of the second part are liable as bail on docket for the said party of the first part at the office of James Turner in in the sum of 64.56.5. Cost and all now if the said Antrim shall well and truly pay or cause to be paid the said several notes as they become due and also keep the 2d party clear of damage in consequence of said bail then this deed to be null and void otherwise to remain absolute

Signed sealed and delivered

In presence of us

I Mahaffey

James Turner

Levi Antrim (seal)

Mary her + mark Antrim (seal)

State of Ohio Clinton County ss

Personally appeared Levi Antrim and Mary his wife and severally acknowledged the above deed to be their deed for the purposes therein expressed and said Mary on separate examination and Explination by me said she did sign the same voluntarily

James Turner J P

January 8th 1839

In as much as much as the possession of the personal property mentioned above is necessary for the use of the Tavern we agree to let it remain with him for the present for the sum of 1.00 $ per month or at that rate rent

Stephen McLain

William Sharp

Fee $1.

Benjamin Wood
vs
Stephen McLain &
W W Woods

In Union Common Pleas
In Chancery

Depositions taken in the above cause pending in the Court of Common Pleas in & for Union County and for Complainant in pursuance of the notice hereunto attached and and at the time and place therein mentioned. Complt present by his atty.

James Lind of the County of Union of lawful age being first duly sworn as hereinafter certified deposes as follows
I was present at a conversation between Wm Sharp W. W. Woods & Stephen McLain preceding a trade which was soon afterwards effected for the five notes particularly described in the Mortgage executed by Levi Cantrin & Mary his wife to Wm Sharp & Stephen McLain Dated Jan 17th 1839
the conversation ~~above~~ above referred to between W W Woods & Wm Sharp was in February or March 1839
it was stated in the above conversation between the parties that there was six notes mentioned in the mortgage and but five described W W Woods was making inquiry where the sixth note was Wm Sharp after a while admitted that he had traded it off ~~it was~~ my impression is that Sharp said he had traded the note to

Benjamin Wood W W Woods contended that the notes traded off would come in for its proportion of the mortgage W W Woods however traded with Wm Sharp after words for his interest in said Mortgage and the five notes before mentioned I do not recollect the amount of the note traded of but it was said to be over a hundred dollars and they did not close the trade untill the next day on account of said note be assumed away by Sharp. After the trade was effected W W Wood in conversation with Deponant said he had made a good trade with Sharp said he would not trade Back for one hundred dollars W. W. Woods said the notes was sufficient to hold the house and part of the Lot standing be low McFains Shop where Wm Ross now lives

W W Lord

All so at the same time an place Peyton B Smith of the county of Union & Lawful age being first duly sworn as Law after certified Deposes and says some time in the Spring of 1839 Wm Sharp & Benjamin Wood came in to my office and examine the records for a certain mortgage executed by Levi Antrim & wife to Wm Sharp & Stephen McFain Dated Jan 17th 1839 said Sharp informed said Wood that a note which he was about to trade him

calling for $121.00 payable nine months after date to C. B. Cissel or bearer was secured by said mortgage Sharp told Wood altho said note was not for twenty described in said mortgage yet it was mentioned and would draw its proportion of the property mortgaged Deponent believes that said Sharp told said Wood that the property mortgaged was sufficient to secure all the notes Deponent also understood the parties that a title Bond executed by Wm. C. Lawrence to Levi Antrim had been assigned to Sharp & McLain or to Sharp alone to secure the payment of the six notes described in said mortgage and payable to C. B. Cissel or bearer including the note assigned to Benjamin Wood & other claim mentioned in said mortgage said Title Bond called for one third part of in Lot No 69 in the town of Marysville upon which there was due between thirty & fifty dollars as I was informed by Mr Lawrence Benjamin Wood concluded said purchase said note of said Sharp said lot No 69 is the same lot lying below McLains Shop where Wm Ross now lives P. B. Smith

Also at the same time and place William Ross of the county of Union of lawful age being first duly sworn as hereafter certified deposes and says he purchased of W. W. Woods in May 1839 one third of in lot No 69 in the town of Marysville on which he now lives for which he was to said woods what was valued at $600.00

Deponent believes that the Bond executed by Wm C Lawrence to Levi Antrim & assigned by Antrim to Wm Sharp & Stephen McLain to secure the payment of certain notes & demands against said Antrim mentioned in a mortgage executed by said Antrim & wife to said Sharp & McLain Dated January 17th 1839 was assigned by said Sharp & McLain to W. W. Woods when he purchased the interest of said Sharp & McClain in said mortgage

Wm Ross

Also at the same time and place S. B. Johnson of Union County ~~being~~ of Lawful age being first duly sworn as here after certified Deposes as follows Some time Between the first & Ninth of July in the year 1839 (I think ~~I am uncertain~~ but cannot be positive as to Date) W W Woods & Benjamin Wood came in to the Recorders office & asked to Examine the Records concerning a Mortgage which Levi Antrim had given to Wm Sharp & Stephen McLain (I then had Charge of the Books in the office Mr Smith Being absent) B Wood had a note which I understood that he had purchased of Wm Sharp the amount of which I do not now recollect but understood that it was over one hundred dollars: which note he expected

Was secured by the Mortge & on examination it proved not to be described in the Mortgage - W. W. Woods then told B. Wood that he knew that that note was not in the Mortgage If he had not he should not have done as he had (I think that he said that he should not have traded for the Mortgage;) But of this cannot be positive But understood from the conversation that he knew of the existance of this note but thought that it would not be included in the amount secured by the Mortgage

Further this Deponent saith not

S. B. Johnson

Also at the same time and place Silas G Strong of lawful age being first duly sworn as hereinafter certified deposes and says

That sometime in the winter of 1839 I had a conversation with some one or two individuals respecting a Mortgage then about to be traded for And as I then understood one of the Notes ~~was before~~ ~~then for John for John~~ for to secure which the Mortgage had been given had been assigned away to some other person But to whom I do not recollect I was called upon for my opinion or else I voluntarily gave it - "That said Note so assigned away might yet be brought forward and upon it a claim set up under the Mortgage - This conversation was I think in company with some two or three persons & I think from the best recollection that Wm W Woods was one of the persons present

And was then in Treaty with some person - for said Mortgage - the Mortgage was on which Levi Antrim had had some thing to do with but whether he was the Mortgagor or Mortgagee I cannot say that I then knew I only recollect that his name was mentioned in the conversation as being some way concerned -

Silas G Strong

I James Lyons a Justice of the peace in and for the township of Paris in the county of Union & State of Ohio do hereby certify that the above named J. L Lord Peyton Smith Wm Lord S. B. Johnson & S. G. Strong were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by the respectively subscribed were reduced to writing me except S. B Johnson & S. G. Strongs which was reduced to writing by them selves and over taken at the time and place specified in the inclosed notice - Given under my hand ~~and seal~~ this 30th Day of January A D 1841

James Lyons J P

Bill of costs	
Justice cost	$1.82
Const fee	0.60
Witnesses fees 5th	2.50

Benj. Ford
Ad.
Wm. W. Woods &
Nathan McClain.
Dr
Chancery

Master Com m: Sionals
Report.
Filed Apric 22d 1842
Geo. H. Gill Clerk

Master's fee $2.00

Defendant Wm W Woods by his Sol excepts to this report because he was refused the privilege of proving before the Master that the 600.$ realized from inlot No 69 was a trade and not a cash deal i.e. proceeds for property and that it was not considered worth to exceed 500.$.

2nd Because a like refusal prevented defendant from showing that the sum paid Wm E Lawrence on said lot was seventy two or three dollars and not 40.$. as charged in the bill

3rd Because by a like refusal deft was precluded from showing that said lot was sold by said Antrim for 450.$. and not mortgaged as charged in the bill

By Wm E Lawrence
his Sol

Benjamin Wood vs. William W. Woods & Stephen McLain. } Union Common Pleas: In Chancery.

The Report of Otway Curry, Master in Chancery, to whom this cause stands referred, for the purpose of stating an account between the parties, pursuant to the interlocutory decree, rendered at November Term, A. D. 1841.

By the papers & exhibits in the case and by the admissions of the parties it appears that of the property, real and personal, which was assigned to the the Defendants by William Tharp together with the mortgage including the same executed by Levi Antrim to said Tharp on the 17th day of January 1839, the personalty was taken and kept by Stephen McLain; and the Realty, being lots numbers 18, and 69, in the Town of Marysville was, by the arrangement of the Defendants, appropriated to the use and benefit of William W. Woods.

On the 12th day of April 1839 the said Woods, the Def. sold said lot number 69 to Wm Ross for the sum of $600,00 But it is admitted by the Complainant that said Woods the Def. the Defendant has derived no benefits from lot Number 18, on account of a defect in his title thereto, and that there is no probability that he ever will derive any benefit therefrom. Consequently said Woods is not liable to account to said Complainant for anything more than his Complainant's proportion of the price for which said Woods sold said lot number 69.

Of the five notes of hand described in said mortgage, & which went into the hands of said Woods the Def. only one, to wit: for the sum of $40,00, came to maturity before the time when said Woods the Defendant sold said lot number 69 to said Ross, and the amount of interest which had then accrued on said note for $40,00 was 8 cents, making the whole amount due on said note at that time $40,08. — This last sum, added

to $484,00 the aggregate amount of four other notes of hand of $121,00 each which are described in said Mortgage, & which went into the possession of said Woods the Defendant, will give a sum total of $532,00

The Complainants' Bill alleges that said lot numbered 69 had been paid for before it came into the possession of said Woods the Defendant, except a balance of from 30 to 40 dollars. This allegation is not denied in defendants' answer. The Complainant, now admits the maximum sum stated in the Bill to be the amount which said Woods the Defendant paid to William C. Lawrence, in order to procure his deed for said lot number 69. This last sum of $40,00, so paid as afore said by Woods the Defendant to procure said deed, added to the above stated sum of $532,00 will give the entire sum of $572,00 being the amount of the Claim of said Woods the defendant, in proportion to which must be estimated his share of the proceeds of the sale of said lot number 69.

The Claim of said Complainant Benjamin Wood, as stated in the Bill is $121,00 evidenced by a promissory note which came to maturity on the 1st day of October 1839. Since the maturity of said Note interest has accrued thereon to the amount of $18,00, making the whole amount due thereon $139,00 — And said sum of $139,00 is the amount of the Claim of the Complainant, in proportion to which must be estimated his share of the proceeds of the sale of said lot number 69.

From the foregoing, the following results are arrived at, viz:

Amt for which Deft. Woods sold lot No. 69 to Wm Rop.	$ 600,00
Amt of the Claim of Woods the Defendant,	$ 572,00
Amt of the Claim of Wood the Complainant,	$ 139,00
Defendant's pro rata dividend, ..	$ 482,19
Complainant's pro rata dividend.	$ 117,17

Otway Berry,
Special Master Commissioner

Union Com Pleas

Benj. Wood

vs } Sub. in Chy

Stephen McLain
W. W. Woods

Serv — 55
2 Copys — 40
Milage — 5
$1,00

Served by Delivering a certified
Copy to each Defendant
May 18th 1846
R Clark Sheriff

State of Ohio. Union County ss }

To the Sheriff of said County Greeting:

We command you to summon Stephen M. Slain and Wm. P. Woods to be and appear before the Judges of the Court of Com. Pleas. of said County. at the Court House in said County on the first day of our next term. to answer the matters and charges set forth in a bill in Chancery exhibited against them by Benjamin Wood. and this they shall in no wise omit under the penalty of two thousand dollars and have you then there this writ.

Witness ~~the~~ Jas. W. Gill Clerk of said Court at the Court House in Marysville this 18th day of May. 1840. A. D.

Jas. W. Gill Clerk

Union Com. Pleas

Benjamin Wood
vs } Precipe
Stephen McLain
Wm. W. Woods

Filed May 18th 40
Ja. H. Giles Clk

[redacted]

Benjamin Wood
vs
Stephen McLain & Wm Woods

In Union Common Pleas
In Chancery.
Issue a subpoena returnable next Term

A Ball Atty
for Complt

To Clerk Union Comm Pleas

B. Wood
vs.
W. W. Wood et als

In Chy.

Admission of Compt.
before Special Mast.

B. Benj. Wood.
vs.
W. W. Woods &
Stephen McSain

In Chy. Union County Pleas

It is admitted by the Complt
that the Personal property sold
by the Mortgage in this case was
taken by Stephen McSain ~~to become~~
in satisfaction of Antrim's indebtedness to him &
the real estate by W. W. Woods.

A. Hall Atty
for Complt

Benj. Wood

W. Wood &
J. McLain
Cty Sentry

Union County, Court of Common Pleas of the Term of Nov
ember A.D. 1841

Benjamin Wood
v
W. W. Woods and
Stephen McLain

} In Chancery

In this case it is ordered by the Court that the bill together with the answers and exhibits be referred to Otway Curry Special Master Commissioner to take an account of the value of all property which passed into the hands of W. W. Woods when he purchased the notes and mortgage and title bond in plaintiffs bill mentioned what portion of the property mortgaged or assigned has been sold or remains unsold and also what amount thereof would be due to Benjamin Wood upon an equitable division of the value to accord, between the said W. W. Woods and said Benjamin Wood according to their respective claims in said bill stated and report at the next Term of this Court

The above is a correct copy of the Entry made in said case on the Journal of said Court Nov. Term A.D. 1841

March 24th 1842

James H. Gill Clerk

B. Wood
s
W. Wood et al

Replication

Filed Jany 26. 1841
Jas H Eiee Clk

Benjamin Wood
v
W W Woods &
Stephen McLain }

In Chancery

And the said Benjamin Wood comes and says that that the matters and things set forth in said Bill of complaint are true in substance and in matter of fact and that the matters and things set forth in the answers of the said W W Woods ~~& the said Stephen McLain~~ contrary thereto are untrue and this he is ready to make appear as this Court shall direct

By A Hall his Solicitor

Union Com Pleas

Wm W Woods
ads } in Chancery
Benj Wood

Answer

Filed Sept 30. 1840
James H. Gile Clk

The separate answer of Wm Woods to the bill of Complaint exhibited against him by Benj Woods

This defendant now comes and for answer to said bill says that he knew nothing of the existence of the said note in Compl's bill mentioned or of its assignment to Compt by Tharp untill ~~after~~ some time after this defendant had purchased the said Tharp's of McGaire's interest in the mortgage. Nor does this Deft know nor does he take Compt's word for this that the said note was intended to be included in the mortgage at the time of its execution and that Tharp said that it was or was intended to be included this Deft wants the proof if it has any thing to do with the case The property secured by the mortgage being in lot No 18. and Furniture in the Tavern stand is still held by the mortgage except the Furniture and the mortgage is not foreclosed This defendant disclaims and denies all knowlege of the note of Compt untill it was in Compt's hands ~~say some 3 months before~~ after Deft had bot the ~~lease~~ Mortgage and knew of no other notes secured by the mortgage or intended to be so secured than those accompanying it And having thus fully answered this Deft prays to be dismissed with his costs in this be half expended and as in duty bound he will ever pray &c W C Lawrence Sol for Deft

State of Ohio
Union County ss

Wm W. Woods 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

W. W. Woods

Sworn and subscribed before me Sept 30. 1840

Wm H Frank - J.P.

Stephen M Lain
adls } in Chancery
Benj Wood

Answer

Filed Sept 30. 1840
James H. Lieb Clk

The separate answer of Stephen McLain to the bill of Complaint of Benj. Wood exhibited against himself and W Wood

Deft in answering to so much of said bill as he is advised is material for him to respond to says that the Mortgage will show the dealings of the parties so far as it goes. and the most that this Defendant knows about the matter is that it did not Bring him the amount of Money the Mortgage purported to secure. And Deft further states that he had sold and parted with his interest before he knew or heard of the note being in the hands of Compt and whether Sharp had the note at the time of the making of the Mortgage or not or whether it was intended to be secured by the Mortgage or not Deft can not positively speak but it is possible all these things are so. And Deft further answering says that if Compt took the word of Wm Sharp and is injured it is not his fault as he was not consulted and did not advise Compt to make the deal with Sharp and having thus fully answered he prays to be dismissed with his reasonable costs this behalf unjustly expended and as in duty bound &c

By Jno C Lawrence his Sol

State of Ohio
Union County } ss

Stephen McLain being duly sworn says that the matters and things contained in the foregoing are true in substance and in fact as he verily believes

Stephen McLain

Sworn to and subscribed before me Sept 30. 1840

Wm H Frank J.P.

Benjamin Ward
vs
Stephen McLain &
W W Woods.

In Union Common Pleas
In Chancery.

The Defendants or their Atty will please take notice that depositions will be taken to be read on trial of the cause before James Turner a Justice of the Peace in & for Paris Township Union Co Ohio at his office on Friday the 29th day of June 1841 between the hours of Nine o'clock A.M. & Nine P.M. on said day.

Benjamin Ward
By A Hall his
Atty

Chancery Case File

Case No. 1840-CH-0006

No. 40-CH-6

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

John W Jones et al Defendant.

OCT TERM, 1840

DECREE FOR PLAINTF

Journal 2 Page 284

Record No. 3 Page 455

Ex. Doc. Page

Lynn Sterling Jr

v

John W Jones et al.
~~James B Coyle et al.~~

Bill in Chancery.

Filed May 18th 1840
Ab. W. Gee Clerk.

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

Humbly complaining sheweth unto your Honors your Orator Lyne Starling pr that a certain James B. Cogbill of the State of Virginia being legally seized of one moiety of two surveys of land numbered 5135 and 5136 lying in the County of Union in the State of Ohio did by Deed dated the 7th day of February eighteen hundred and forty one convey to a certain John W Jones his undivided interest in the two above mentioned surveys with the exception of one hundred & ninety four acres before that time sold in trust to secure certain debts therein named, as will more fully and at large appear by reference to said deed of Trust which is herewith filed as an exhibit marked A & prayed to be taken as part of this bill — The said debts are as follows to wit. a debt of Two hundred & sixty eight dollars & twenty cents due Jane L. Boispeau — a debt of one hundred & forty one dollars & eighty four cents due Michael K. Murray — a debt of Three hundred & Seventy dollars — due Benjamin Boispeau and a debt of due Edward H Boispeau — Your orator charges that the said debt due Michael K Murray has been paid off and fully satisfied — That the debt due Jane L. Boispeau has been duly assigned by her to Benjamin Boispeau & that the debt due Edward H Boispeau who was only entitled to the surplus after the payment of the other debts mentioned in said Deed of Trust has also been assigned & conveyed by him to a John B Goode in trust for the Benefit of a certain Peter F. Boispeau, leaving thus Benjamin Boispeau John B. Goode and Peter F. Boispeau as the only persons interested in the said Deed of Trust from James B. Cogbill to John W Jones as Trustee &c — Your orator further charges that he has purchased by deed dated 12th day of December 1839 filed as an exhibit marked B & prayed also to be taken as part of this bill of the said James B Cogbill Benjamin Boispeau John B.

Goode and Peter F Borpeau all the equitable interest they hold in the said surveys Nos 5135 and 5136 lying as aforesaid in the County of Union Ohio - But notwithstanding your Orator is now the sole cestui que trust under said deed of Trust yet the said John W Jones has refused and still refuses to convey to your orator the legal estate which he the said Jones derived as trustee under said deed of Trust from Cogbill to him - and that consequently the legal title to an undivided half of the said surveys with the exception of one hundred & ninety four acres before mentioned, still remains outstanding in him the said Jones - Your Orator further represents that a certain Thomas E Gary now deceased was in his lifetime seized of the other undivided half of the surveys above referred to - That the said Gary in his lifetime conveyed by Deed of Trust his undivided half of the said surveys to the aforesaid John W Jones also in trust to secure certain debts therein mentioned - and that by several assignments the equitable interest under said Deed of Trust is now held by John F. May of the town of Petersburg Virginia - The said Thomas E Gary at the time of his death left several heirs whose names and places of residence are to your orator unknown - Your Orator in consideration of the premises therefore prays that that the said John W Jones John F. May and the unknown heirs of the said Thomas E. Gary deceased may be made party defendants to this bill and that they may be each compelled by the usual process of the court or in such other way as the Court may direct, to answer severally each and all of the allegations in this bill contained as fully as if particularly & specifically interrogated. That on the final hearing of this cause the court will decree to your Orator the legal title to an undivided half of the two aforesaid surveys Nos 5135 & 5136 with the exception of the one hundred & ninety four acres before mentioned now held by the said Jones under the deed from Cogbill, & that partition of said land may be ordered and that the undivided half to which your Orator is entitled may be set off to him in severalty and that your

Orator may have such other & further relief in the premises as equity and good conscience may require

By his Counsel

Wm Thomas

Starling

v.

J. W. Jones & Others

Proof of Publication

Filed Oct 6. 1860

Jas. H. Lee Clerk

State of Ohio Union County ss

Personally appeared before me, Wm. H. Frank, a Justice of the Peace in and for Union County Robert McMatney, Editor & publisher of the "Union Star" a newspaper published and having general circulation in the County of Union; and, being duly sworn according to law deposeth and sayeth that the annexed advertisement was regularly published in said paper for six consecutive weeks prior to the sixth day of october 1840

R. McMatney

Sworn to and subscribed before me this 6th day of oct. A.D. 1840.

Wm H Frank J.P.

Notice.

JOHN W. JONES, John F. May, and the unknown Heirs of Thomas E. Gary, who are non-residents of this State, and supposed to be residents of Virginia, will take notice that a bill has been filed against them in the Court of Common Pleas for the County of Union and State of Ohio, by Lyne Starling, Jr.—The object and prayer of which bill is that the legal title to an undivided half of surveys No. 5135 & 5136 may be decreed to him—which is now out standing in the said John W. Jones, Trustee. As he the said complainant is now the sole cest que trust, under said trust Deed to Jones.—And the said bill further prays that partition of said Surveys may be made between said complainant and the said John W. Jones, John F. May, and the unknown Heirs of Thomas E. Gary.

WRAY THOMAS,
for complainant.

July 30, 1840. 6w.

State of Ohio Union County Marysville Recorders office
I D B Smith Recorder of said County do hereby certify that
the foregoing deed is a true Copy as it stands recorded
in my office in vol 1 page 94 & 95

In witness whereof I have hereunto set
my hand and affixed the seal of my
office this 6th day of October 1860

D B Smith
Recr

James B. Coffield
to
Jonas & others
Filed Oct 6 1860
D B Smith Recr

Exhibit
A

James B Cogbill

Deed

Jones & others

An indenture made this tenth day of February in the year of Christ one thousand eight hundred and twenty one between James B Cogbill of the first part John W Jones of the second part James Baispeau Benjamin Baispeau & Michael K Murray of the third part and Edward H Baispeau of the fourth part Whereas the said James B Cogbill is indebted to the parties of the Third part as follows James Baispeau in the sum of two hundred & sixty eight dollars ninety two cents with interest from the twenty fourth day of April 1819 to Benjamin Baispeau in the sum of three hundred and seventy dollars with interest from this date and Michael K Murray in the sum of one hundred & forty two dollars eighty seven cents with interest from the twenty third of February 1819 they payments of which he is desirous to secure and whereas there are unsettled transactions between the said Cogbill & Edward H Baispeau upon which by a Greement the said Edward H Baispeau is to be provided for as is herein after mentioned

Now this Indenture witnesseth that the said J B Cogbill in consideration of the premises and of the sum of one dollar to him by the said John in hand paid the receipt whereof is hereby acknowledged hath granted bargained & sold and he doth by these presents grant bargain and sell unto him the said John W Jones the following tracts or parcels of land lying in the County of Delaware on Mill Creek in the State of Ohio to wit Survey No 5135 (number five thousand one hundred and thirty five) and Survey No 5136 number five thousand one hundred and thirty six)

Containing in the whole two thousand two hundred & forty six & a half acres whereof one hundred and ninety four acres have been sold and one half of the Residue is owned by Thos E Perry leaving one thousand & twenty three & a fourth acres which are hereby conveyed To Have and to hold the said Lands with the appertenances unto him the said John W Jones his heirs & assigns In trust & upon condition nevertheless that it shall and may be lawfull for him or in case of his death for his legal personal Representative in virginia to make sale of the said Lands & appurtenances in such manner & upon such terms either publicly or privatly as the said James Barksdale & Benjn Barksdale shall deem expedient & best for all the parties and out of the proceeds of such sale after paying all costs & charges attending such sale or sales & the authentication & probate of this conveyance in the first place to pay to the said parties of the third part the full amount recited to be due to them respectively and severally to pay to the said Edward H Barksdale the Surplus arising from the sales aforesaid and to be applied by him to the Credit of any debt or demand which he may have against the said J B Coghill and the said J B Coghill for himself and his heirs the lands and appurtenances aforesaid unto him the said John W Jones his heirs & assigns shall & will warrant & by these presents forever defend for the purposes aforesaid against all persons whatsoever In Witness whereof the said J B Coghill hath hereunto set his hand & affixed his seal the day & year first written

James B Coghill (Seal)

at a Hustings Court held for the Town of Petersburg at the Court house of the said Town Thursday the 15th day of February 1821 The annexed Indenture of trust between James B Coghill of the first part John W Jones of the second part and James Boisseau Benjamin Boisseau and Michael H Murray of the third part and Edward H Boisseau of the fourth part was acknowledged in open Court by the said James B Coghill as his act and deed and ordered to be certified to the proper Court in the State of Ohio in order to be recorded In testimony whereof I John Grammer as Clerk of the said Hustings Court in the ~~State~~ Town of Petersburg do hereunto set my hand and also set & affix the Corporate seal of the said Town of Petersburg hereunto at Petersburg aforesaid in the State of Virginia the date aforesaid

J Grammer Clk

Town of Petersburg State of Virginia Sct

I John H Brown Recorder of the said Town and as such Chief Magistrate thereof the Mayor ~~Clerk~~ Elect having as yet not qualified do hereby certify that John Grammer whose name is subscribed to the above certificate of the acknowledgement of the indenture annexed thereto is Clerk of the said Hustings Court and that the seal annexed thereto is the Corporate seal of the said Town & used as the seal of the said Court and that the said Certificate & attestation is in due ~~form~~ and ordinary form

Given under my hand this 15th day of June 1821

John H Brown Recr

Received & recorded this 2nd July 27 AD 1821

Thomas Reynolds

Recorder M C O

Coyteux Goode & others

v.

Harding

Filed Oct 6th 1840

Jas. H. Gill Clerk

Exhibit

B

Cogbill Good & others

Deed

Starling & others

An indenture made this 12th day of december 1839 between James B Cogbill of the first part John B Good Trustee & Benjamin Boisseau & Peter F Boisseau of the second part and Lyne Starling Jr of Columbus Ohio of the third part

whereas the land herein after mentioned was conveyed by the said Cogbill to John W Jones in trust to secure certain debts due to Benj. Boisseau Jane F Boisseau Michael H Murray and Edwards H Boisseau and the said Murrays debt having been paid and the said Jane F having assigned hers to the said Benjamin they are nolonger interested in the said land and the said Edward who was only entitled to the overplus after paying the other debts having assigned & conveyed his debt to John B Goode in trust for the benefit of Peter F Boisseau and the said lands having been sold under the laws of Ohio for the nonpayment of taxes the said Starling has agreed to purchase the interest of the said parties to the said lands at the price of fifteen hundred dollars which is not quite sufficient to pay the amount due to the said Benjamin

Now therefore this indenture witnesseth that the said Cogbill & Goode Trustee & B Boisseau & P F Boisseau in consideration of the premises and especially of the said sum of money paid to the said Benjamin Boisseau by the said Starling hereof & each of them hath Bargained sold assigned & confirmed unto the said Lyne Starling Junior one moiety of Surveys No 5135 & 5136 in the Virginia Military district lying in Union County on Mill Creek in the State of Ohio containing it is supposed about one thousand and twenty acres be the same more or less however meet together with all and singular the appurtenances of every kind thereunto belonging

To Have and to hold the said undivided moiety of the

said lands unto the said Lyne Starling Lumen his heirs and assigns forever and the said parties of the first & second part each one for himself & his heirs respectively shall & will warrant and forever defend the said land unto the said Starling his heirs and assigns against all persons claiming under the said & several parties of the first and second part respectively but against no other person or persons whatsoever

In witness whereof the said parties of the first and second part have hereunto set their hands and affixed their seals the day ~~and~~ first written

Signed sealed and delivered

in presence of		James B Cogbill	(Seal)
Edwin James	as to Cogbill	J. B. Goode	(Seal)
J L James	& Goode & B	B Baisseau	(Seal)
Samuel J Baptist	& Baisseau	Peter T Baisseau	(Seal)

Town of Petersburg to wit

Appeared before us Geo H Jones & William Hawthorn Aldermen for said Town James B Cogbill J B Goode B Baisseau & Peter T Baisseau parties to the above deed and acknowledged the same to be their act and deed & for the same to be certified to the Clerk of Union Court in the State of Ohio in order that it may be recorded

Given under our hands & seals this 13th day of Dec 1839

Geo H Jones Ald (Seal)

Wm Hawthorn Ald (Seal)

State of Virginia Town of Petersburg to wit

I David Bernard Clerk of the Hustings Court of said Town in the State of Virginia do hereby certify that George H Jones and William Hawthorn whose names appear to the foregoing certificate of the acknowledgement of the annexed deed are now and were at the time of

their signing the said certificate acting aldermen or Justices of the peace in and for the said Town duly appointed and qualified as such the same appearing from the records of the said Hustings Court and I likewise certify that the said Certificate is entitled to full faith and credit

In testimony whereof I have hereunto set my hand and affixed the seal of the said Hustings Court this second day of January in the year of our Lord one thousand eight hundred and forty

D W Bernard Clk

State of Virginia Town of Petersburg to wit
I Robert B Bolling the Mayor of the said Town and as such the presiding Justice of the Hustings Court of the said Town ~~of~~ do Certify that David W Bernard whose name appears to the preceding ~~foregoing~~ Certificate is the Clerk of the said Court and that his said certificate and the attestation thereof are in due form of law Given under my hand this 2 day of January 1840

Robt B Bolling Mayor

Filed & recorded January 21st 1840
P B Smith Recorder

State of Ohio Union County Marysville Recorders Office
I P B Smith Recorder of said County do hereby certify that the foregoing deed is a true Copy as it stands recorded in my office in Book 7 page 490 & 491

In Witness whereof I have hereunto set my hand and affixed the seal of said office this 6th day of October 1840

P B Smith
Rec

Lyne Starling &c
vs } In Chy
John W Jones and others

Report of Commissioners

Filed Oct 9, 1840

Jas. H. Gill Clk

cost bill made

Recorded

Lyne Starling Jr
vs
John W. Lones
et al

In Chy

It is further ordered that Levi Philips Stephen McLain and Robson L. Broom being first duly sworn upon actual view of the premises set off and assign in severalty to the Complainant one equal half of the lands in the bill described and the remainder to the Respondents and return of their proceedings make forthwith

The above is a true copy of the part of decree in said case
Oct 6. 1840
James H. Gill Clk

State of Ohio
Union County ss.

Personally appeared before me Levi Philips, Stephen McLain and Robson L. Broome and made oath that they would well and truly perform to the best of their ability the duties required of them in the above order

Levi Philips
Stephen McLain
Robson L Broome

Subscribed and sworn to before me this 8th day of October AD 1840

James Turner Justice of the peace in & for Union County

Lyne Starling Jr
vs
John W Lones & others

In Chy

We Levi Philips Stephen McLain & Robson L Broom Commissioners appointed in this cause to make partition of the Lands described in the said complainants Bill between the said complainants and the said respondents, having been duly sworn and upon actual view of the premises, do set off and assign to the said complainant in severalty for his equal half and share of said Lands the two following pieces or parcels of Land to wit; part of Survey No 5135 Bounded and described as follows. Beginning at two ashe and a Hickory southwesterly Corner of the Original Survey thence with the line of said Survey N10W 171 poles to a Hickory Lynne and Oak corner to the one hundred and ninety four acre Lot previously sold. thence with the line thereof connecting the course N81.25E 157 poles to a chery and other trees corner to said Lot thence with another line of said Lot connecting the course N9.30W 41 poles to a stake in said line thence N82.30E croping mill creek at 120 poles 282 poles to a Lynn Oak and Hickory in the east line of the Original Survey thence with said line connecting the course thereof S10.50E 214 poles to a Hickory Beech & Sugartree southeasterly corner of the Original Survey thence with the Original line connecting the course thereof S82.30W 438 poles to the Beginning. Lying in the County of Union and containing five hundred and forty six acres more or less; and also part of Survey No 5136 being the lower half on the creek. Bounded and described as follows Beginning at a sugar Lynne and two Ironwoods south westerly corner of the Original Survey thence with the Orig. line connecting the course thereof N12.20W 146 poles to a stake setting a white ash thence N80E 575 poles croping Mill Creek at 275 poles to a Burr oak and three Lynns in the east line of the Original Survey thence with said line S10E 146 poles to two hickorys and a Red Oak southeast corner of the Original Survey thence with the Original line S80W 570 poles to the Beginning croping the Creek at 352 poles. Lying in the County of Union and Containing five hundred and twenty one acres be the same more or less. —— We also set off and assign to the said respondents in severalty for their Equal half and share of said lands the two following pieces or parcels of Land, to wit, part of Survey No. 5135 Bounded and described as follows, Beg

white ash thence N80E 575 poles croping Mill Creek at 275 poles to a Bur oak and three Lynns in the east line of the Original Survey thence with said line S10E 146 poles to two hickeys and a Red Oak southeast corner of the Original Survey thence with the Original line S80W 570 poles to the Beginning croping the Creek at 352 poles. Lying in the County of Union and Containing five hundred and twenty one acres be the same more or less. —— We also set off and assign to the said respondents in severalty for their Equal half and share of said lands the two fallowing pieces or parcels of Land, to wit, part of Survey No. 5135 Bounded and described as fallows, Beginning at a stake in the line of the one hundred and ninety four acre lot and corner to the piece assigned to the complainants thence with the line of said Lot connecting the course thereof N9.30W 79 poles to three Lynns on the bank of Mill Creek and corner to said one hundred and ninety four acre Lot thence up the Creek with meanders thereof and with the lines of said one hundred and ninety four acre lot N72W 34 poles N50W 34 poles N35W 58 poles N46W 46 poles thence N50W 54 poles to a stake in the north line of the Original Survey thence with the Original line connecting the course thereof N80.40E 413 poles to two hickeys and a Sugartree northeasterly corner of the Original Survey thence with another of the said lines connecting the course thereof S10.50E 268 poles to a Lynn Oak and Hickey corner to the piece assigned to the Complainant thence with his line S82.30W 282 poles to the Beginning Lying in the County of Union & containing five hundred and forty acres be the same more or less, and also part of Survey No 5136 Being the upper half on the Creek Bounded and described as fallows Beginning at three Beeches north west corner of the original Survey. thence N80E with the Original line 580 poles to four Sugartrees also corner of the Original Survey croping the Creek at 190 poles thence with the Original line S10E 144 poles to three Lynns and a Bur Oak corner to the piece assigned to the complainant. thence with his line S80W 575 poles to a stake witness a white ash croping the Creek at 300 poles the said stake being in the west line of the Original Survey. thence with said line connecting the course thereof N12.20W 144 poles to the Beginning Lying in the County of Union and containing five hundred twenty one acres be the same more or less. A plat of the above described lands will be found on the back of this Report. Given under our hands this 9th day of October AD 1840

Levi Phelps
Stephen McCain
Robert L Browne

Commissioner's fees	$6.00
Surveying & expenses	17.00
Postage fee	.25
Printer's fee	5.00
Lawyer fee	30.00
	$58.25

Lyne Sterling p
vs } In Eq
John W Jones and others

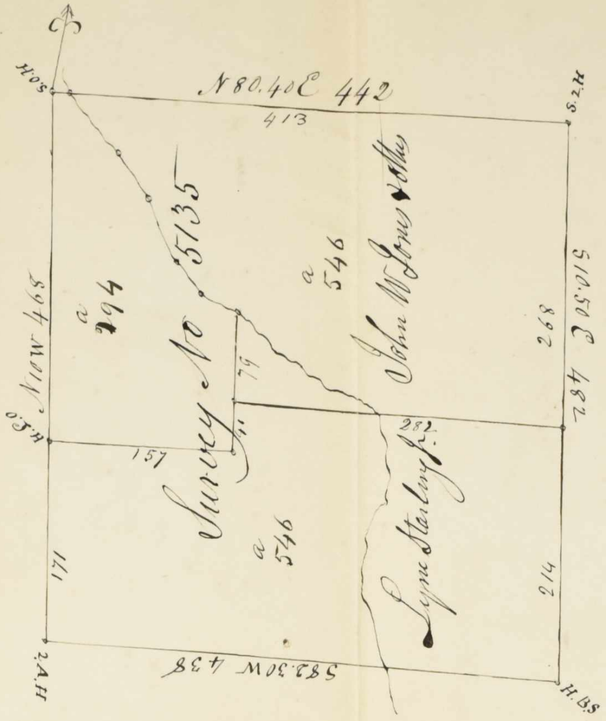
Report of Commissioners

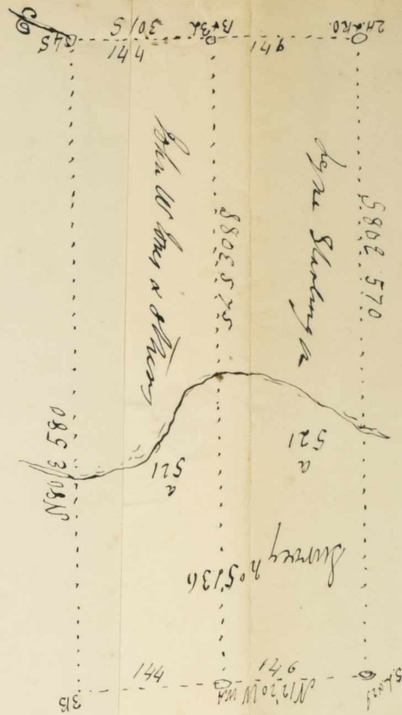
Filed Oct 9 1840

Jas. H. Gill Clk

cost bill made

Recorded





No. 40-CH-7

Union Common Pleas Court.

Mordecai Baughman
Plaintiff,

AGAINST

Benj Grymes, heirs of,
Defendant.

APR TERM, 1841

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 2 Page 316

Record No. 3 Page 493

Ex. Doc. Page

Union Com Pleas

R Baughman

vs

Heirs of Benj Grymes

et als

Bill in Chancery

Filed May 19th 1840

Jas. H. Gill Clk

cost. mill made

Recorded

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

Humbly Complaining Sheweth unto your Honors your Orator Mordecai Baughan a resident of said County that on the 13th day of February 1813 there issued to the Heirs of the late Capt. Benjamin ~~three several patents~~ of Virginia namely to Wm J Grymes Benjamin Grymes, George N Grymes and Martha C Grymes and unto Abraham B. Hooe and Wm J Hooe children of Lucy J Hooe before that time Decd three Several Patents for lands lying in this County from the United States. That in the year 1828 these three several tracts of Land were sold at tax sales and described as Surveys No. 4404 & 4405 and 4404. in this County That ~~at said sale~~ Sales your Orator purchased at said Sale Survey No. 4404 and in due season went into possession of the same and improved and there still lives. Further that ~~on the~~ of the Heirs and legal representatives aforesaid there still lives Martha C. Grymes now by marriage with John Stewart Martha C ~~Grymes~~ Stewart 2nd George N. Grymes 3rd Abraham B. Hooe who is entitled to the interest of his Brother Wm J Hooe who died without issue 4th William J Grymes died in 1828 leaving Jane C. his widow and Virginia Washington his eldest daughter formerly Virginia Grymes by marriage with Henry Washington and the following children who are still minors Richard M. Grymes Wm J Grymes Benjamin F Grymes and Thomas J Grymes 5th Benjamin Grymes a patentee also, died in the year 1829 leaving Louisa Grymes since married to Edgar Snowden and Washington L C Grymes, Jane B Grymes and Eleanor the 3 last named being minors his heirs and are the wards of the said John Stewart All of whom your Orator prays may be made Defendants to this Bill & who reside in King George County Va Your Orator further charges that on the 7th of June 1832 ~~by the~~ said Abraham B Hooe & Wm J Hooe and George N Grymes patentees as aforesaid ~~and the said~~

and who were entitled to $\frac{2}{5}$ of said lands over their hands and seals authorised and empowered one Lawrence Ashton of Carroll County Ky whom your orator make a like defendant to this his bill to redeem by law or otherwise compromise and raise from off said lands the incumbrance occasioned by the ~~said~~ tax sales aforesaid at said Ashton's own proper costs and charges and in consideration therefor bound themselves to abide by and ratify any contract or compromise he said Ashton might make for that purpose and convey to him by a proper conveyance the one third part of their interest to said lands when so redeemed or otherwise raised.

And for this purpose said Ashton was appointed agent ~~for~~ by the other adult heirs in their proper person and the guardians of the minors aforesaid. Your orator further charges that in due season said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax incumbrances aforesaid. that is from James & Curry the tax claim on Survey No 4405. from S. G. Strong the same on Surveys No 4405 & 4404 And in September 1832 entered into an agreement with your orator for his interest in said Survey No 4406 of $133\frac{2}{3}$ which said agreement is herewith filed marked A by which it will appear that said Ashton for and in consideration of your orator's agreeing to relinquish his right to said $133\frac{2}{3}$ said Ashton bound himself to convey to your orator 144 acres in fee simple a part of said Survey and described as follows Beginning at an Ash Beech & Red oak the North line of sd Survey thence S. 80. W. 156 poles crossing the Creek at 120 poles to a White oak thence S 25° W 202 poles to a stake witness two hickorys thence S 65 E 80 poles to 2 small Sugar trees

and ash thence N 25. 170 poles to a stake on the N-E. Bank of the Creek where a swamp beech and Sugartree thence N 80 E. 94 poles to a stake near a dogwood and Red elm in Massie's line then with that line N 11. W 69 poles to the beginning Said agreement further shows that your orator was to release to said ashton so soon as said Ashton Conveyd to your orator as aforesaid in two years thereafter your orator was to pay to said Ashton the sum of 70.$. Your orator here charges that he has repeated proposed to release to said ashton as proposed in said agreement and requested him to convey to your orator as by said articles he ought. and said release so herewith offered for him but that the said Ashton has acquired habits of negligence even to a disease and still neglects and refuses your further charges that at sundry times he has advanced ~~for~~ and loaned money to said Ashton when he was in need to the amount of 100.$ a part of which and so much as was necessary was to be applied to the payment of said 70.$. so the same has been fully paid

Your orator further charges that his home and labor ever since said purchase has been and expended on said land and his improvements made under the contract are in value not less than 1000$. And your orator here charges explicitly that at County of Hamilton and on the 13th day of July in the year 1839 Said Ashton combining with one Llewellyn M. Gwynne of that place (who is hereby made defendant also) and contriving and wickedly intending to cheat and defraud your Orator ~~out~~ in that, sold or pretended to sell and convey to ~~your orator~~ to said ~~Ashton~~ Gwynne his entire interest in said 4000. acres of Land, but says that it was so sold to said Gwyne as to verbally reserve to your orator his rights, if so, it may be right, but it dont look pretty, and as to these things let them speak in answering. Your orator further charges that the said Hooes and George W Grymes also executed to said Ashton a separate agreement binding themselves to convey to ~~your orator~~ said Ashton their interest in the one third part of said Lands and also that said Ashton has frequently said and told your orator that they had done so But here your orator knows not the truth

Your orator charges that these things so far as the doings of defendants are concerned are nefarious unjust and contrary to equity and and good conscience and tend manifestly to the injury of your Orator

Intender Consideration whereof and in as much as your orator is remediless by the forms of law and can only be relieved in this Court where matters of this kind are alone cognisable your Orator prays that said Defendants may be compelled to answer particularly the allegations of this bill and especially that and especially that the said surviving Hope and George N. Grymes may answer and discover to this Court where the legal title to said Ashtons part is. whether they have conveyed to him, and that said Ashton may answer the same your Orator therefore prays that on the final hearing of this Case that said Defendants or such of them as now hold the legal title to the part so sold to your Orator as aforesaid may be compelled to convey and release to your orator and that as to the other and those Defendants your Honors would grant partition of the same in such manner that your Orator may hold his in severalty. And that your orator may have other and further relief in the premises as equity and good conscience may require and as in duty bound he will ever pray and so fourth

By W. Lawrence his Sol

Lawrence Ashton &c.
Ads
Separate answer
of Ashton

M. Baughan

Filed March 27. 1841
Sal H Gilchrist

The Separate Answer of Lawrence Ashton to a Bill in Chancery exhibited against him & others in the Court of Common Pleas for the County of Union, by Mordecai Bangham.

This Respondent saving &c. for answer to Complt's Bill, or so much thereof as he is advised, is proper or material that he should answer, saith that he admits the ~~title~~ history of the land title as set forth in Complt's Bill. Also the statements relative to the tax sale & his (Complt's) having purchased the same. He also admits the correctness of the contract between the Complt & this Resp. But this Resp. has no recollection of having borrowed of the Complt $100 as stated in his Bill. he owns that he received of the Complt a small horse, the price of which he disremembers.

As the Complt has accused this Resp. of not "looking pretty", he would say that in his view this allegation of his is the only thing which now obscures his beauty - but believing him to be an honest man, he still indulges the hope that ere long those difficulties will all be removed & that he will again appear in his pristine purity - As regards the deed which this Resp't made to L. N. Gwynne, he saith that he cannot express the deep regret he feels at the results which have followed this act of his, which was attended at the time by him for good. & was only designed to be used as a Power of Attorney & should have been used by Gwynne in no other way. as he never paid to this Resp. any consideration for the land, to the best of this Resp.'s recollection. And the various transactions which we have so often had with each other should have nothing to do with this. This Resp't executed said deed to Gwynne for

for the purpose of facilitating his business with which he was then much pressed & not for the purposes of fraud & as Gwynne has neglected the business of this Resp. & the Object of the Conveyance has not been answered this Resp. sincerely wishes that the deed may be set aside & that his Contract with *

This Resp. saith, in answer to Compl'ts interrogatory whether he has received a Conveyance of his portion of the land mentioned in Compl'ts Bill &c. that he has Received an instrument of writing executed by the Adult Heirs for themselves & by John Stewart & Mrs Gwynne (widow of Wm. T. Gwynne) as guardians for their wards, which he considered a sufficient legal paper authorising him to have the land divided & his part struck off. Which paper he sent to Mr. Minor & Mr Lawrence his Attorneys in the redemption case & whom he considered his friends but what has become of said paper he knows not.

And now having fully answered Compl'ts Bill, he prays that he may be dismissed from said Bill with his Costs &c.

Lawrence Ashton

* N. Bangham may be specifically performed.

Commonwealth of Ky.
Carroll County, Set.

I, A. Harris a Justice of the Peace for the County of Carroll & State of Ky. do Certify that Lawrence Ashton, the Resp. in the foregoing answer, this day appeared before me in my Office & made Oath that the Statements Contained in said Answer, so far as they purporte to be made on his own information are true, & that so far as they purport to be made on the information of others he believes to be true.

Given under my hand as Justice aff.

this 19th day of March A.D. 1841.

H. Harris J.P. (Seal)

Commonwealth of Ky.
Carroll County } Set.

I. Richd. P. Butler Clerk of the County Court for the County aforesd. do Certify that ~~this~~ H. Harris whose name is signed to the above Certificate, is an acting & duly authorised Justice of the Peace for said County, & that his Official acts as such are entitled to full faith & Credit & that ~~said~~ signature is genuine.

In testimony whereof I have hereunto subscribed my name & affixed my seal this 19th day of March A.D. 1841.

Richd. P. Butler clk
By J. Senours D.C.

Commonwealth of Ky.
Carroll County, Set.

I. R. H. Harris, Presiding Justice of the Peace for the County aforesd. do Certify that Richd. P. Butler whose name is subscribed to the above Certificate is the duly qualified & acting Clerk of the County Court for the aforesd. County & that J. Senours is his duly qualified Deputy & that their Official acts as such are entitled to full faith & Credit. And that ~~said~~ the Seal & signature affixed to said Certificate are genuine. Given under my hand as Justice aforesd. this 19th day of March A.D. 1841.

H. Harris J.P.C.C.

Mordecai Boughan
in } proof of pat
Heirs of Grimmalcio
Filed Oct 9. 1840
Jas H Gillespie

...ue times are very hard
When wheats but fifty cents.
But I'm the man that's rich enough,
If I collect my rents.'

'Come, Uncle *Levi*, tell us now,
What think you of Whig votes?'
'Oh dear, I think they can't be bought
With my sub-treasury notes.
I've figured out my long reports
Arrayed in solid column.
But where's your CASH, the whigs cry out
With faces long and solemn.
The cash is gone and credit too,
With our administration,
And we have ruined every man
Throughout the Yankee nation.'

'Now *Poinsett* you can cheer us up
With glad and cheerful sounds.'
'Oh no, I can't, those cursed whigs,
Have treed me with blood hounds;
We've got to leave the *White House* now,
As fast as we can go,
I'll take my hat and make my bow,
For I am D. I. O.

State of Ohio
Union Com 5 Ss

R. McBratney editor and publisher of the Union Star a News-paper published in the Town of Marysville Union County Ohio and in general Circulation in said County being duly sworn says that the appended notice appeard regularly and weekly in said paper for six weeks subsequent to the rising of the Spring term of this Court of which the appended is one

Sworn to R. McBratney
and subscribed before me
May 8. 1840 Wm H Crook J.P.

State of Ohio,

Union Common Pleas,

MAY TERM, 1840.

Mordical Baughan, vs. The Heirs of Benj. Grymes, Lawrence Ashton, & Lewallyn M. Gwynne. } IN CHANCERY.

ON motion and it appearing to the Court that some of the defendants in this case are non-residents of the State of Ohio: Ordered that notice of the pendency of this suit be published for six consecutive weeks in the Union Star, a weekly newspaper published in Marysville in said county, with a summary statement of the object and prayer of said petition and this cause is continued.

The Bill charges that Patents for 3 surveys V. M. Lands, No.s 4404, 4405 and 4404, in said county, on the 13th of February, 1813, were issued to Wm. F. Grymes, Benjamin Grymes, George N. Grymes, and Martha C. Grymes and Abraham B. Hooe and Wm. F. Hooe, Heirs of said Benjamin Grymes, that prior to th year 1830, said surveys were encumbered by tax sales; That on the 7th of June, 1832, said heirs of said Grymes agreed to convey 1-3 of said lands to one Lawrence Ashton if he redeemed said lands from said sales; that Ashton did so redeem said lands, that by said agreement the heirs bound themselves to ratify such contracts as Ashton should make in and about said redemption: That Ashton shortly afterwards to procure the redemption of survey No. 4404, from complainant agreed to convey 144 acres to complainant out of said lands by metes and bounds particularly described: That complainant has and is ready to fulfil his contract on his part; That some time in the year past Ashton fraudulently conveyed his interest in said lands to one Lewallyn M. Gwynne of Hamilton co., Ohio, and prays a discovery of the title specific performance and partition. By

W. C. LAWRENCE, his Sol.

J. H. GILL, Clerk of said Court.

May 21, 1840. 6w

R. McBratney editor and publisher of the Union Star a newspaper published in the Town of ~~[illegible]~~ Marysville Union County Ohio and in general circulation in said County being duly sworn says that the appended notice appeared regularly and weekly in said paper for six weeks subsequent to the rising of the Spring term of this court of which the appended is one

Sworn to R. McBratney

and subscribed before me

Oct 8. 1848 Wm H Crook C.V.P.

Express Office
Cas?
M. Bonjean

Filed Apl 15. 1840
Chas M. Lieb Clk

Richard McGrymes et als
Infants by O Curry
Guardian ad litem
Ads
Mordacai Baughan

Union Com Pleas
In Chancery

The Defendants now
come and for answer
to said bill or so much thereof as they are
advised is material for them to answer to say
that further than the paper show they know not
and submit their case to the court and pray
to be dismissed with their costs

by O Curry Guar. ad Litem

Union Com pleas

Mord: Baughm

vs } Repl

J. Ashton

Filed Apl

Mordecai Baughan
vs
Lawrence Ashton et als

Mon Com Pleas
in Chancery

and the said Baughan comes and says that the matters and things set forth in his said bill of complaint are true in substance and in fact and that the matters and things set forth in the answer of the said Lawrence Ashton contrary thereto are untrue and this he is ready to make appear as by the Court shall be ordered

By W B Sanders
his Sol

Before the Signing and Sealing of this agreement in Witness Whereof the parties have hereunto Set there hands and Seals the Date first above Written

Mordecai Boughton (Seal)

Lawrence Ashton (Seal)

Attest

William Glaskill

John W Edgar

Samuel Carter

Articles of Agreement between M. Boughton & L Ashton

4

A

Memmorandum of an agreement made and entered in to this 22th
Day of September 1832 Between Mordecai Baughan of Union
County State of Ohio of the one part and Lawrence Ashton of
the county of Fauquier and State of Virginia of the other part
Witnesseth that whereas the Said Mordecai Baughan Did on the Second
Monday in December 1828 purchase at publice Sale in the
Town of Marysville the county Seat of Union county in the
State of ohio A certain tract of Land which was Sold by the
Auditor of Union County as the property of Benjamin Grymes
or his heirs for the taxes then due it is agreed between
Mordecai Baughan and Lawrence Ashton that the Said Ashton
Shall make a good and Sufficient Deed to Said Baughan for the
Land that the Said Baughan now lives on containing one hundred
and forty four acres on Mill creek in Union County ohio
Being part of Survey No 4404 entered in the names of Benjamin
Grymes and bounded as follows to Wit Begining at a ash Beech
and read oak in the origenal North line of the Survey running
thence South 80° West 156 poles crossing the creek at 120 poles
to a White oak thence South 25° West 202 poles to a Stake Witness
2 hickories thence South 65° East 80 poles to two Small Sugar trees
and an ash thence North 25° East 170 poles to a Stake on the
North East bank of the creek Witness a Swamp Beech
and Sugar tree thence North 80° East 94 poles to a Stake near a
Dog Wood and read Elm in mass line thence With that line
North 11° West 69 poles to the begining containing 144 acres
~~and Said Ashton~~ and When Said Ashton Executes the Deed as
Agreed to on his part then the Said Baughan agrees to convey by
Deed to Said Ashton all the Right and title that he has in and to the
thirteen hundred and thirty three and two third acres
Which was taxed in the name of Benjamin Grymes or his heirs
Except the 144 acres ~~discribed~~ above
and Sold as Delinquent and Discribed in the Deed and
certificates Executed by the auditor of Union county ohio
to the Said Baughan and Said Baughan further agrees to pay Said
Ashton Seventy Dollars in two years after Said Ashton Executes the
Deed for the 144 acres as above agreed to it is understood between
the parties that Said Ashton is to have full and ample time to Settle his
agences with the heirs of Grymes and to Execute the Deed to
Baughan the interlination of the Words and figures Excepting
the one hundred and forty four acres Discribed above
Were inserted between the lines twenty Eight and nine

Chancery Case File

Case No. 1840-CH-0008

No. 40-CH-8

Union Common Pleas Court.

Levi Antrim
Plaintiff,

AGAINST

Stephen B. McLain,
Defendant.

April 1843
Dismissed at pltfs
costs

Journal 3 Page 104

Record No. 4 Page 33-4

Ex. Doc. Page

Union Com. Pleas

Levi Antrim
vs.
Stephen McLain et al

Bill in Chancery.
Filed May 20th 1840
J. W. Gill Clk

Recorded

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

Your Orator Levi Antrim respectfully represent that on the 17th day of January 1839 your Orator executed a mortgage to William Sharp and Stephen McLain bearing that date and recorded in the Office of the Recorder of the said County a certified copy is hereto attached & shown the Court; which mortgage conveyed to the said Sharp & McLain the following Property, to wit; In Lot Number eighteen (No. 18.) in the Town of Marysville in the said County and also the following described personal Property to wit, Large Looking glass at $18. one set fancy chairs at $15. with rattan bottoms, one pair of brass Andirons, shovel & tongs $3.00 One bureau $12. one desk $20 — 3 French bedsteads at $5 each, one fine carved post bedstead $15. 9 feather beds & pillows at $7 each — 11 stem ticks at 15$, 8 bed comfortables at $25. together, 8 quilts at 25$ one large kettle & bail at $6. To have & to hold the same to the said Sharp & McLain their heirs & assigns forever — Which said Mortgage ~~and assigns~~ and conveyance was subject to the following conditions & provisions therein expressed to wit; Whereas the said Antrim was indebted to the said Sharp as evidenced by six several notes of hand for these sums (to wit) One for $440. dated 31 december 1838 — 2d note same date for $121 due 3 month from date — 3d same date for $121. due 6 month from date — 4th same date for $121. twelve months from date, — 5th same date for $121. due 15 months from date, all made payable to C. B. Cipele — Said also is indebted to the said McLain in the amount of two several notes of hand, the first for $194.06 due some time since.

2d for $19.76 date August 27th 1837 and due six months from date, and also whereas the said Thorp & McLean were liable as bail on Docket for the said Antrim at the office of James Turner in the sum of $64.56.5 costs and all. And if the said Antrim should well & truly pay or cause to be paid the said several ~~sums~~ notes as they became due and also keep the said Thorp & McLean clear of damages in consequence of said bail then the said Mortgage and Conveyance should be null and void otherwise to be absolute &c.

~~And therefore the said Thorp & McLean took possession of the said lot No. 18. and the dwelling house & other tenements situate thereon and immediately thereafter sold and conveyed the said lot and tenements to William Ross who ever since has been in possession of the same enjoying all the rents & profits thereof. The said Thorp having assigned & disposed of all his right and interest in the said Mortgage to the said Ross has left the Country and gone to parts unknown to your orator.~~

And your orator further shows that afterwards on the 6th day of February 1839 your orator was ~~seized~~ in the possession of a certain lot of land and tenements situate in the Town of Maryville known known as the Bitter tavern stand & by virtue of a certain demise thereof for a term then unexpired and which would end on the first day of June 1840, and your orator on the said first day of July. fore let to demise the said tavern stand, all the furniture mentioned in the said Mortgage and a large amount of

other furniture to Chester Farnum as follows, to wit; The whole amount of furniture and bill of goods were $454.23¼. and the said Farnum then & there by a written articles of agreement herewith shown to the Court agreed to take the said furniture &c amounting to $454.23¼ as afore for one month and to pay your orator for the use thereof $4.25 cents per month, and likewise at the rate of $175. per annum for the use of the house & stabling which amounts in all to $226. per year, and if the said Farnum wishes to give up the property at the end of one month he cans do so by paying in that proportion and if he wishes to continue he has the privilege of doing so untill the expiration of the lease which will on the first day of June 1840. but he the said Farnum shants have no power to sell or rent the proprosperty to any person but to the said Antrem your orator, and the said Farnum thereby agreed to pay your orator the further sum of fifty dollars above the afore sum specified as rent for the privilege of the lease which is to be paid have been paid in fifteen days from that date. of which property the said Farnum took possession and chose not to give up the same at the end of one month but has exercised remain in the use & possession thereof.

And your orator further shows that afterwards on the same day that the said Mortgage was executed as afore or there about, the said William Sharp rote and assigned all his rights & interest in the said Mortgage & the notes therein specified to

William D. Woods who now claims with the said McLain all the benefit of the said Mortgage & Notes.

And your orator further represent that your orator was seized of the south part of lot No. 69 in the Town of Marysville with the dwelling house thereon situate, and your orator sold the same to the said McLane & Woods for the sum of $550 which was to be paid by an endorsement of the same amount on the said Notes & Mortgage. which endorsement the said McLane & Woods wholly neglect & refuse to make.

And your orator further represents that the said McLane and Woods have without notice to or the consent of your orator sold or pretend to sell the said furniture & personal property so as aforesaid Mortgaged, to the said Farnum and received of him therefor a large sum of money for which they wholly neglect & refuse to account for to your orator or endorse the amount thereof upon the said Notes & Mortgage.

That the said Farnum now pretends to claim the whole of the said furniture as his own and therefore refuses to pay any part of the said rent pretending some times to have accounted for the same to the said McLain & Woods and at other time pretends he is wholly discharged from the payment of the said rent in consequence of the purchase of the said furniture as aforesaid; and that in consequence of thereof your orator prevented & embarrassed in setting up and proceeding at law in the collection of the said rent from the said Farnum.

/ See last page

Your orator therefore prays that the said Stephen McBain, William D. Woods and Chester Farnum be made defendants hereto by due process of Subpoena and answer fully all the matters & things herein charged &c.

That your orator be permitted to redeem the said Mortgage Property upon payment of the amount which may be found due thereon.

That the said defendants McBain & Woods may account unto your orator for all the property that they received from your orator upon the Mortgage afore, and all they have received upon the sale of any part thereof or for the use and hire thereof.

That the said Farnum may account for what property remains in his hands after the rights of the parties may be adjusted and such part of the rent to be due your orator from him the said Farnum on the said Contract or articles of agreement in such manner & proportion as shall seem to your Honors just & equitable.

And that your orator have such other and further relief in the premises as shall seem to your Honors just & equitable.

And your orator will ever pray &c.

F. W. Powell Complt. Sol.

your orator further represents that the said McLean & Woods ~~have procured~~ some time pretend that they have procured a legal title to the said lot No 18. Mortgaged as afore said and that they have sold the same, and that if they have done so they wholly neglect & refuse to account for the amount they have received on the sale of the said lot 18. as consideration therefor.

Union County Pleas

Levi Autrim

vs

Stephen McLain

Replication in Chancery

Recorded

Levi Autrim

vs

Stephen McLain

In Chancery

And the said Levi Autrim comes and says that the said matters and things set forth in his said bill of complaint are true in substance and in matter of fact, and that the said matters and things set forth in the said answers of the said defendants contrary thereto are untrue, and this he is ready to make appear as this court may direct

Lorne W. Powell

Solicitor for Pltff

This indenture made and concluded this first day of June in the year of our Lord one thousand Eight Hundred and thirty Six between Thos. J. Lewis of the County of Union and State of Ohio of the first part & Andrew McAdue of the County and State aforesaid of the second part witnesseth that the Said Thos. J. Lewis for and in consideration of the yearly rents & covenants herein after mentioned & reserved on the part & behalf of the Said Andrew McAdue his Executors administrators and assigns to be paid kept & performed hath demised let and to farm let assign all the same by these presents doth demise let and to farm let unto the Said Andrew McAdue his Executors administrators & assigns all the messuages & lots of ground known by their numbers 39 & 35 and situated lying [illegible] the Town of Bangor in the County aforesaid to have and to hold the Said messuage & lots of ground and all the singular the premises hereby demised with the appurtenances unto the Said Andrew McAdue his Executors administrators & assigns from the day and date hereof untill the first day of June 1840 the Said lots embracing the Tavern Stand now in the possession of the Said McAdue also the Said Lewis his self his heirs & hereby leases and for the ease of the Said Stand lets unto the Said McAdue his heirs Executors & the following list of personal property bring the furniture now in and necessary for the fitting up of the Said Stand for the term aforesaid in consideration whereof the Said Andrew McAdue his heirs or assigns is to pay unto the Said Thos. J. Lewis his heirs & the sum of two hundred dollars rent yearly and every year in manner following to wit commencing from the first day of June 1836 which payments are to be made first the taxes are to be paid

(over)

as they shall become due yearly the remainder of the Two Hundred per annum is to be paid annually at the close of each year in painting the wood work of ~~the inside~~ of the inside of the House the finishing of the garrett fencing of the lot and such other improvements as the parties shall from time to time agree upon and what is not thus expended in improvements is to be paid in cash so that the rent shall be paid annually and no farther and it is further agreed by the said McAdam that he will or his heirs executors &c shall give unto the said Thos. S. Lewis peaceable possession of the premises aforesaid in good repair together with the following bed of furniture and necessary to the same except the wear and tear at the expiration of four years from the first day of June 1836

In testimony whereof the said Thos. S. Lewis hath hereunto set his hand and seal this the day and year above written

Signed sealed & delivered
in presence of
S. B. Johnson
B. B. Stowe

Thos. S. Lewis (Seal)

The State of Ohio } Before me Samuel B
Lucas county ss } Johnson a Justice of the
peace in & for said county personally came
Thos. S. Lewis signer & sealer of the within
lease & acknowledged the signing & sealing
of the same to be his voluntary act & deed
for the purposes therein expressed
Given under my hand & seal
this 1st day of June AD 1836
Samuel B. Johnson
Justice of the Peace

I hereby assign ~~the~~ my right title and claim of the within lease to Wm. Sharp for value recd. and allow the same to be recorded this 5th day of Sept 1836.

S. McAlloy

NB Possession to be Given on the 12th of this Inst.

S. McAlloy

Filed & recorded Oct 13th 1836 in Volume 5 page 250 of B Smith Record

For & in consideration of the sum of four hundred dollars in hand paid or acknowledged to be paid, I assign all my right, title & interest to the within Lease to Peyton B. Smith.

Maysville. July 28th 1837.

and I allow the same to be recorded
as witness my hand and
O. B. Cisel Seal
Atest
Wm Thorp

For value received I Assign my
Right and title to the within Lease to Chester
Farnum and allow it to be recorded witness my
hand February 6th 1839 Levi Antrim

18. at. 250
9 69. at. 500
1,779999

450
250
700

2 19.82 and 194.06
2 19.76

450
194
256

121.
5
605
40.10
645.10
219.82
865.92
700
165.92
66
231.92

I Hereby Assign all my
write title & claim of the
Written Lease to Eli Lundy
for value received by him the
said Lady Complying with the Conditions Imposed
In said Lease from the first of June 1838

until June 1840
and I draw the same
to be recorded
as Witness my hand
William Thorp

Lew 624

William Thorp
to
Lease
Andrew McAdam

Office of recorder Augusta
Co. 1806 in Volume 5th page
277 & 278 Witness Recorder
W.C.C.

I Hereby assign all my wright
Title Interest and Claim of the
within Lease to Q. B. Cirfile or Bower
for value recieved and claim the same
to be recorded as witness my hand
Nov th 6. 1838 Eli his + mark Lundy

Attest
Wm. Thorp

Dec th 31 1838

I Hereby assign all my write title
Interest and claime of the within Lease
or Bower to Levi Antrim for value recieved + said Antrim
agrees to pay all Rents Due or may be Due
from the first of June 1838 untill June
1840 as specifyed in said Lease

Union Com. Pleas

Levi Antrim

vs } Precipe

Stephen McLain
Wm. W. Woods and
Chester Farnam

Filed May 20th 1860

J. W. Gill Clk

Union Com. Pleas May Term 1840

Lewis Antrim

vs.

Stephen McLain
William B. Brady &
Chester Farmer

Bill in Chancery.

In this case issue subpoena returnable forthwith.

To Clk. of Com. Pleas
Union Co.

J. B. Powell Complt. Sol.

Union Com Pleas

C Farnum
A D S in Chan
Levi Antrim

Answer

Filed Sept 30. 1840
James H. Gillespie

Recorded

The separate answer of Chester Farnum to the Bill of Complaint exhibited against himself and others by Levi Antrim

And the said Farnum now comes and for answer to said bill or so much thereof as he is advised is material for him to respond to in answering says that on the 6th day of February 1839 the said Complainant was in possession of the Tavern Stand as charged. And that pretending as he did that the Furniture in the House and rent of the Stand until 1st of June 1844 was his Complainants' he deft did induced by such pretences enter into the agreement with Compt as charged But that deft remained in possession of the stand and Furniture but a few days before most of the property mentioned not included in the Mortgage of Thayer and McLain in the House and owned by Antrim was Levied upon by Constables or other officers and the balance was sold to deft by Antrim after the sale by the officers and sold, and the Mortgagees or their assignees as they said become apprehensive of loosing their property in the same way and refused to leave it in Compt's possession longer, that in consequence this defendant was compelled to buy the property or give up the lease and quit the house to which he had but recently removed at great expense, That this deft so purchased the property scheduled in the Mortgage of W. W. Woods also deft for 212 $. excepting one bed and bedding not furnished to this deft by said Woods. That about that time one David Witter and one Peter Igon called on deft and informed this deft that he could not hold the House longer unless deft became a center of them or one of them and that this defendant accordingly was compelled again to rent the House of them Igon to whom for the rent this deft executed his several notes of hand which are still in the hands of said Igon except so far as have been paid. That thus by the officers, the Complainants, the Mortgagees, and the owners of the Freehold this defendant was deprived of all benefit from the Lease made to him by Compt

Your ~~Orator~~ Deft further charges that he accounted to said Compt for the rent of the House and Furniture so long as he held them in his possession by a lease from Compt and what was unjust and ~~wrongly~~ wrong paid Compt the 50 $. for the privilege of the lease. That in this way this Deft has been taught to call the Furniture his own and that he never pretended that he had accounted to Woods or McLain for the rent of the same nor did Deft ever think that rent for the same was due any one from him The part of the furniture Bot By this Deft of Complainant is evidenced by the three bills here with filed marked 1. 2 & 3. And this Deft here expressly charges that at the time of entering into said articles mentioned and frequently since ~~deft~~ Compt directed Defendant to pay the rent on the freehold to the owners thereof in improvements on the Lot and House and for that purpose to enable Deft to do so assigned to this Defendant the lease he held on the property herewith filed marked A And that any payments this Deft could make on the property of the House would go in discharge of the rent secured to Compt by said articles for which as aforesaid Defendant has giving his notes to Igou and the rent on the property due Igou amounted to 224 $. per year in stead of 175 $. for which Deft was to have the property from Compt. That this Deft has accounted with the owner for the rent of the freehold from the day he entered the premises untill this day. And having thus fully answered this Defendant prays to be discharged with his costs in this behalf expended and as in duty bound he will ever pray

By W C Lagow his Sol

State of Ohio }
Union County ss }

Chester Farnum being duly sworn says that the matters and things contained in the foregoing answer are true in substance and in fact as he verily believes

Chester Farnum

Sworn and subscribed this 29 day of Sept 1840

Thomas Denny (Seal)
Mayor of the Town
of Marysville

Brot forward	$25.68 3/4
1 Brass candlestick	.37½
2 Small Maps	1.75
1 Saw carving knife	1.00
	$28.81 1/4

Bill of
Cash produce
Got by Hatman
for Butter

5	00
1	4
3	5
1	18,00

14

7 00
1 75
1 40
3 00
1 00
14 52

February 6th 1839

A Bill of Articles in the bar
C. Jamum Bot of L. Antoine

6	Decanters at	68¾	$4.12½
1	Doz Decanters		6.00
1	Jar		.50
1	bottle		.12½
2	bottles peppersauce	37½	.75
1	Large Lamp		4.50
2	funnels	12½	25
1	bottle with Lemmon		06¼
1	" " Stoton		6¼
1	" empty		6¼
2	large bottles	50	1.00
2	measures each	6¼	.12½
2	Jugs bottle & pitcher	12½ each	.50
1	Bar pitcher		.18¾
4	candlesticks	6¼	.25
1	Counter Brush		.25
1	Bar tub		.37½
1	Bucket		.37½
1	wash Bason		.18¾
10	pair Slippers	37½	3.75
1	boot Jack		.12½
1	oil Cloth for table		1.00
3	" " Stan covers	.37½	1.12½
	taken over		$25.68¾

E.

Bill
of furniture
bought of Brown

E

one Candle Stand 4 Strips of Carpenting one
Carving knife and fork one Safe one gridiron one tea kettle
one Iron pot 2 pare of Iron tongs 14 knifs and forks 2 cream
cups 2 pyppors 2 small Sarvers 1 small Bell 1 ostter Bell
2 sett window Curtains one pr Stule yard

2

1 carving fork	$1.00
1 letter	6.00
1 gilt glass	5.00
1 rett chair	6.00
1 table	3.50
1 light stand	2.50
	$24.00

Union Com Pleas

S. M. Clain

vs } in Chancery

Levi Antrim

Answer

Filed Sept 30. 1840

James H. Gillette

Recorded.

The Separate Answer of Stephen McLain to the bill of Compt exhibited against himself and other

Defendant in answering says that he entirely disclaims any interest in this controversy. Saying true the mortgage was executed as charged and the property taken by Thos and self as charged but says that his interest passed to W. W. Woods a like deft by sale as early as the spring of 1839 that to effect this sale to Woods this Deft had to and did discount on his claim so as to induce Woods to buy a Pour 9. pr. cent on the whole. He positively denies that Compt ever requested him to account, endorse, give credit, for, on, or about this whole transaction of the mortgage and property and says that he was always in readyness and willing to do so so long as he had any interest in the matter. This Deft would further state that one of the beds and bedding described in the mortgage at the time of its execution belonged to one Robson & Boooma and was by him held and not by the Mortgagees. This defendant denies that he had any thing to do with Compt in his dealings so as to prevent him from securing and prosecuting his claims against Farnum at Lore and says that what if any thing the said Farnum pretends let him answer for himself

And having thus fully answered he prays to be dismissed with his costs in this behalf most unjustly incurred

and as in duty bound he will ever pray &c

State of Ohio Mcon Coun 5 ss } B. S. to C. Lawrence his sol

Stephen McLain being duly sworn says that the matters and things set forth in the above answer are true in substance and in fact

Stephen McLain

Sworn and subscribed before me

Sept 29. 1840 Wm H Frank J.P. &c

Union Com Pleas

W. Woods
A(S) Chancery

Levi Antrim

Answer

Filed Sept 27. 1840
James H. Gill Clk

Recorded

The Joint and several answers of of W W Wood and ~~Stephen McLain~~ to the bill of Complaint of Levi Aubrin exhibited against themselves and C Farnum

The said Woods now comes and for answer to said bill or so much thereof as he is advised is material for him to respond to in answering says that he admits the execution of the mortgage by Compt to Tharp and McLain and also the sale of the part of lot No (69) but positively denies that the Compt was to receive 550$. for said part of a Lot but charges that it was valued in its passage from Aubrin to the Mortgagees at 450$. as he is informed and verily believes. He further admits the sale by Tharp to self of his interest in said mortgage and denies that he now or at any time since about the time of his purchase from Tharp that Deft claims with S. McLain but charges that long before the commencement of this suit and as early as the Spring of 1839 he purchased of Stephen McLain his interest in the same by selling the personal property described in said mortgage to said Farnum for ~~Fifty~~ 194 dollars the which said McLain took in full discharge of his interest in said mortgage. This sale was made as this defendant believes with the full knowledge of Complainant.

This defendant here positively denies that he ever refused or neglected to account with the said Compt for any thing received for said property. or neglected or Refused to endorse the Amt of 450$. for part of Inlot No 69. or for that part received for the personal property or in any thing in any way connected with said Mortgage or property But on the contrary charges that he has at all times and places been ready willing waiting and extremely anxious to have this business closed by receiving the money due him and Compt taking a release of said Mortgage on inlot No 18. and denies that Compt ever requested him to account or endorse but he done it promptly

This defendant in further answering says that he sold the personal property for every cent it was worth and a little more and would here remind Compt of a fact known to us both that one of the beds and bedding contained in the Mortgage was claimed held and owned by one Robson & Broome for which when we come to a settlement Defendant will claim a credit of about 18$.

That as for redeeming said personal property Deft knows not but would be very much obliged to Compt if he would redeem the realty after taking credit for the personalty and if Compt would rather have this in preference to the credit Deft will procure him the property to same and

This defendant here denies that Compt has ever offered to or paid the notes on said mortgage and charges that he has had to and did pay the Bail debt mentioned in the bill of Compt This Deft denies having had any thing to do with the matters of Compt and Farmer to prevent a Legal prosecution

And having thus fully answered he prays to be dismissed with his cost in this case unjustly occasioned and as in duty bound will ever pray &c

By to Dsawme his sol

State of Ohio
Union Co } ss

W W Woods 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

W. W. Woods

Sworn and Subscribed before me
Sept 28 1840 James Turner J P

Antrim
vs
McLain
} In Chancery

Master Com's
Report

Filed Apl. 26. 1842
Jas. H. Gill Clk

Recorded

Levi Autrim
vs
Stephen McLain
W W Woods &
Chester Farnum

In Chancery

The report of James M Wilkinson Master in Chancery - to whom this cause stands referred, for the purpose of stating an account between the parties pursuant to the interlocutory decree, rendered at November term A.D. 1841.

The Amount to secure, for which the Mortgage was given, appears to be as follows In Wit

One note for $40 due and dated 31st December 1838	$40,00,0
One note same date due 3 months from date for $121,00	121,00,0
One note same date due 6 months from date for $121 —	121,00,0
One Note same date due 12 Months from date for $121	121,00,0
one Note same date due 15 Months from date for $121	121,00,0
all made Payable to O B Cipel	
Two notes given to S McLain amounting to	213,82,0
Amount of Bail debt for which McLain & Thompson were holden	64.56,5
Total Amount	$802.38.5

The whole Personal property transferred by Mortgage Amounted to $232,00 for which Autrim is entitled to Credit

	232,00
From which deduct $8 claimed for Bed & bedding owned by	18 00
R L Broom - which W W Woods claims, Leaves	$214 00
To which add the amount for which Lot No 16 was sold to Mortgagees Namely $450,00	450,00
Total Amount of Credits	$664 00
Leaving a Ballance Due on Mortgage of	$138,8,5

for which W W Woods holds Lot No 18 -

James M Wilkinson Master Com

Chancery Case File

Case No. 1840-CH-0009

No. 40-CH-9

Union Common Pleas Court.

Levi Phelps
Plaintiff,

AGAINST

Gwynne's Heirs,
Defendant.

APR TERM. 1841

DECREE FOR PLAINTF

DECREE FOR PLAINTF

Recorded &
Indexed,

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Ex. Doc. Page

Huron Com Pleas

Levi Phelps
vs
Lawrence Ashton et als

Bill in Chancery
Filed May 20th 1840
J H Gill Clerk

Citation made
Recorded

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

Humbly Complaining sheweth unto your Honors your Orator Levi Phelps, a resident of said County, that on the 13th day of February 1813 there issued to the heirs of the late Captain Benjamin of Virginia, namely to Wm. F. Grymes Benjamin Grymes, George N. Grymes, & Martha B. Grymes, and unto Abraham B. Hove, & Wm. F. Hove, Children of Lucy F. Hove, before that time dead, three Several patents for lands, lying in this County, from the United States.

That in the year 1828, that three Several tracts of Land were sold at tax sales, and described as surveys No's 4404 & 4405, & 4404 in this County. That Lomax A. Berry purchased survey No. 4405. Further that the heirs & legal Representatives aforesaid there still live Martha B. Grymes, now by marriage with John Stewart, Martha B. Stewart, 2nd George N. Grymes. 3rd Abraham B. Hove who is entitled to the interest of his brother Wm. F. Hove, who died without issue. 4th Wm. F. Grymes died in 1828, leaving Lane B. his widow, and Virginia Washington, his eldest daughter, formerly Virginia Grymes ~~Washington~~, but intermarried with Henry Washington and the following Children who are still minors: Richard M. Grymes, Wm. F. Grymes, Benjamin F. Grymes, & Thomas J. Grymes. 5th Benjamin Grymes, a patentee, also died in the year 1829, leaving Louisa Grymes since married to Edgar Snowden, Washington L. B. Grymes, Lane B. Grymes and Eleanor the three last named being minors, his heirs, and are the wards of the said John Stewarts, all of whom your Orator prays may be made defendants to this bill, & who reside in King George County Virginia. And your Orator further Charges that on the 7th of June 1832 said Abraham B. Hove, and Wm. F. Hove, and George N. Grymes patentees as aforesaid, and who were entitled to two thirds of said lands, did, over their hands and seals, authorize and empower one Lawrence Ashton of Carroll County Kentucky,

whom your Orator prays may be made a like defendant to this bill, to redeem by law or otherwise compromise and raise from off said land the incumbrances caused by the tax sales aforesaid, at said Ashton's own proper costs & charges, and in consideration thereof bound themselves to abide by and ratify any contract or compromise he, said Ashton, might make for that purpose, and convey to him by a proper conveyance the one third part of their interest in said lands, when so redeemed, or otherwise raised.

X. And for this purpose said Ashton was appointed agent by the other adult heirs in their proper persons, & by the the guardians of the minors aforesaid. And your Orator further charges that in due season the said Ashton did redeem or otherwise compromise for and raise and obtain from said lands all the tax encumbrances aforesaid; that is, from James A Dunn the tax claim on survey No. 4405, & from Silas C. Strong the same on survey No. 4405 and from Mordecai Baughan the same on survey No 4404

Your orator further charges that on the 19th day of Febr 1833 entered into a written agreement under his hand and seal for one half his interest in survey No 4405, which is hereby made a part of this bill marked A and by which the said Ashton was to have long since have conveyed to your orator. for the sum of 100.$. the payment of which by your orator was made and enabled said Ashton to to redeem said lands from their encumbrances aforesaid. Your Orator further charges that some time in the last year said defendant combining with one Senallyn Gwynne of Hamilton County this State and fraudulently intending to cheat and defraud your orator in that behalf conveyed or pretended to convey the whole of his lands

interest in said lands to said Quynne whom your
orator make a title defendant Your orator
charges this sale to have been fraudulent and for
iniquitous purposes and contrary to Equity
Your Orator consideration whereof and in as much
as your orator is wholly remidyless at law and can
only be relieved in this court where matters of
this kind are justly and exclusively cognizable
Your orator therefore prays that Defendants
severally may be compelled to answer all and
singular the allegations of this bill as particularly
as tho they were here separately interrogated upon the
several charges and especially that the said Quynn
discover to this court for what consideration really
paid he obtained said conveyance and the said
Ashton answer and show if he has obtained his
Deed from said Heirs or which of them according
to his said Contract with them: And that on
the final hearing of this cause your Honors would
order and decree a performance of said contract
by said parties or such of them as may be found
to hold the title to your orator and that
your Honors would grant your orator
other and further relief such as Equity and good
conscience may require and as in duty
bound your orator will ever pray &c

By Rob Lawrence
his Sol

Min Com pleas
Voir Phelps
vs Ret
V. Ashter

Seri Phelps
vs
Laurence Ashton

Mins Complains
In Chancery

And the said Phelps comes and says that the matters and things set forth in his said Bill of Complaint are true in substance and in fact and that the matters and things set forth in the answer of the said Laurence Ashton contrary thereto are untrue and this he is ready to make appear as by the Court shall be ordered By McLaurence
his Sol

(Exhibit A)

A Copy of an
Agreement
Between
L. Ashton
&
Gwynn

Filed March 27. 1861
Nat H Ewell Clk

Whereas Lawrence Ashton has made a deed to me this day for the undivided interest which he held in the Lands patented to the heirs of Captain Benjamin Grimes as will more fully appear by the papers on file in the Clerk's Office of the Court of Common Pleas of Union County Ohio, and on the records of said County Now it is understood and agreed between us that the deed is to have the force & effect of a power of Attorney & is to be used in that way. the Consideration named in the deed being merely nominal without a cent having passed between the parties in this way - But as the said Ashton, on a former occasion sold a certain tract of Land in Hardin County Ohio to me the said Guynne as agent for the heirs of George Lewis as will appear by reference to the deed & documents touching the case Now if the said Ashton should fail to make good the sale to Guynne for the land in Hardin & Guynne should loose the land in Hardin then he the said Guynne is authorised to amply pay himself out of the sales of the land which Ashton has conveyed to him by deed bearing even date with this agreement, but if Ashton makes good the sale and title to the land sold to Guynne in Hardin then Guynne is to have no claim to the lands in Union or any part of the proceeds of the sale except so much as will remunerate him for the trouble & expense of transacting the business -

Cincinnati Ohio
July 13th 1837. (The instrument of which the above is a true copy was signed by Lawrence Ashton & L. M. Guynne

Levi Phelps

vs

Hiram Grimsdale

Filed Oct 7. 1840

Jas. H. Fowler

State of Ohio }
Union County ss. }

R. McBratney editor and publisher of the Union Star a weekly newspaper published in Marysville Union County Ohio and of general circulation in said County being duly sworn says that the appended notice appeared for six week successively on the rising of the Court of Com Pleas at the March term of this County of which the appended is one sworn to and subscribed before me

R. McBratney

this 8. day of October 1840

Wm B Frank S.P.

21, 1840. 6w.

State of Ohio,
ion Common Pleas.
MAY TERM, 1840.

evi Phelps,
vs.
eirs of Benjamin
mes, Lawrence
n, and Lewallyn
wynne.
} IN CHANCERY.

DERED that notice of the pen-
dency of this suit be published for
onsecutive weeks in the "Union
," a weekly newspaper published
Marysville, in said county with a
mary statement of the object and
yer of said petition and the cause
ontinued.

The bill charges that patents for
ee surveys V. M. lands, Nos. 4404,
05 and 4404 in said county, on the
th day of February, 1813, were is-
ed to Wm. F. Grymes, Benjamin
rymes, George N. Grymes and Mar-
a C. Grymes and unto Abraham B.
Hooe and Wm. F. Hooe, children of
ncy F. Hooe, heirs of said Benjamin
Grymes, that prior to the year 1830,
aid surveys were encumbered by tax
That on the 7th of June 1832,

May 21, 1840. 6w.

State of Ohio,

Union Common Pleas.

MAY TERM, 1840.

Levi Phelps, vs. The heirs of Benjamin Grymes, Lawrence Ashton, and Lewallyn M. Gwynne.	IN CHANCERY.

ORDERED that notice of the pendency of this suit be published for six consecutive weeks in the "Union Star," a weekly newspaper published in Marysville, in said county with a summary statement of the object and prayer of said petition and the cause is continued.

The bill charges that patents for three surveys V. M. lands, Nos. 4404, 4405 and 4404 in said county, on the 13th day of February, 1813, were issued to Wm. F. Grymes, Benjamin Grymes, George N. Grymes and Martha C. Grymes and unto Abraham B. Hooe and Wm. F. Hooe, children of Lucy F. Hooe, heirs of said Benjamin Grymes, that prior to the year 1830, said surveys were encumbered by tax sales: That on the 7th of June 1832, said heirs of said Grymes agreed to convey one-third of said lands to one Lawrence Ashton if he redeemed said lands from said sales: That Ashton did so redeem said lands: That by said agreement the heirs bound themselves to ratify such contracts as Ashton should make in and about the redemption aforesaid: That Ashton shortly afterwards to procure the redemption of a part of said land and to get money for that purpose sold to complainant one-half of his interest in survey No. 4405: That complainant has paid in full for the same that Ashton redeemed said lands: that some time in the year past Ashton fraudulently conveyed his interest to one Lewallyn M. Gwynne of Hamilton co., Ohio, and prays a discovery of the title and specific performance and partition. By

W. C. LAWRENCE, his Solr.

J. H. GILL, Clerk of said Court.

May 21, 1840. 6w

James Weir
ads J answer
Levi Phelps
Filed Apl. 15. 1841
Thos. H. Gillett

Richard M Grymes et als
Infants by O Curry
Guardian ad litem
vs
Levi Phelps

Univ Com Pleas
In Chancery.
The defendant now comes and for answer to said bill or so much thereof as they are advised is material for them to answer do say that further than the papers show they know not, and submit their case to the Court and pray to be dismissed with their Costs.

By O. Curry Guardian
ad Litem

Commonwealth of Ky
Carroll County } Set.

I H. Harris Presiding Justice of the Peace for the County afs. do Certify that Rich. T. Butler is the duly qualified & acting Clerk of the County Court for the County afs. & that F. Senours is his Deputy duly qualified, that their acts official acts as such are entitled to full faith & Credit & that the Seal & signature affixed to ~~said~~ the within Certificate are genuine

H. Harris P.J.P.

L. Ashton Jel.
Ass. & deputy under
J. of Ashton
Levi Phelps

Filed March 23. 1861
Thos. W. Lee Clk

The Separate Answer ~~& Cross~~ of Lawrence-Ashton to a Bill in Chancery exhibited against him & others in the Court of Common pleas for the County of Union by Levi Phelps Complt

This Respondt Answering saith, that he admits the history of the land title as set forth in Complts Bill. Also the statements relative to the tax incumbrance; That this Respondent was employed to redeem said land from said tax incumbrance at his own cost, for which he was to receive ~~two~~ one third of the land so redeemed, as stated in Complts Bill. He admits further, that he did enter into a written agreement with the Complt, by which, according to his present impression (he not having the original agreement or a copy thereof), this Respondt was to convey to Lt Phelps one half of his third part of all the said lands he should aid this Resp. in redeeming from the tax incumbrance aforesd. This Resp. further admits that said Phelps did aid him in redeeming of James A. Curry from the incumbrance aforesd 922 acres, which he supposes will more fully appear by reference to the Auditor's & Treasurer's books of Union County, Ohio. To Complts interrogatory, whether this Resp. "had obtained a deed" &c, this Resp. would answer that the adult heirs for themselves, & John Stewart & Mrs Grymes (widow of Wm T. Grymes) ~~did~~ as guardians for their wards, did execute to him what he considered a sufficient legal paper to authorise ~~me~~ him to have the land divided & his part struck off, which paper he sent to Mr. Minor & Mr. Lawrence

who were his attornies in the redemption case & whom he considered his friends, - but what has become of said paper he knows not.

As regards the deed which this Resp. executed to Gwynne he saith that he cannot express the deep mortification he feels on account of the

unhappy results which have grown out of that act of his which at the time was intended for good.
He saith that the various duties of his Agencies being laborious & expensive, he thought he could facilitate his business by executing a Deed to Gwynne in whom he then had the most confidence, which he supposed could be used by Gwynne as a Power of Atto by which Sr Gwynne could settle this Respondent's business without being in the least trammelled or embarrassed. Now this Resp. expressly states that said Deed was a voluntary act of his made without any consideration having been by him received & intended to be used only as a Power of Attorney, as is shown by an instrument of writing executed by us at the same time, a copy of which instrument is here filed marked (Exhibit A) & made part of this answer. ~~Shortly After~~ After some time had elapsed after the said transaction without the said Gwynne having done anything towards closing the business of this Resp. This Resp. to his great astonishment was informed that Gwynne had gone to Europe - but for what or on what mission this Resp. knows not. It is true that this Resp. sold to Sr Gwynne about 150 acres of land in Hardin County Ohio, but as to the title of said land he Sr Gwynne was well advised & had every light on the subject which it was in this Resps power to give him & therefore he should not, on that account make any pretention to hold the land mentioned in said Deed, as it would be unjust & unfair in the extreme & not in conformity to our understanding at the time of making said Deed & would be doing great injustice to Sr Levi Phelps who aided this Resp in redeeming that portion of Sr land which James A. Curry had bought & would be doing equal injustice to Alexander Pol-
lock

who aided this Resp. ~~me~~ in redeeming the 411 acres which were purchased ~~by~~ at tax Sale by S. G. Strong out of the same tract if this Resp's memory serves him. This Resp. therefore does most sincerely wish that his deed to Gwynne may be set aside & that ~~the land may be divided between Phelps & Pollock~~ that Levi Phelps & Alexander Pollock may have their portion of the land allotted to them according to the true intent & meaning of their contract with ~~me~~ this Respondent, and having now fully answered the Complt's Bill, he prays that he may be dismissed from said Bill with his Costs &c.

Lawrence Ashton

Commonwealth of Ky.
Carroll County. Set.

I, A. Davis a Justice of the peace for the County of Carroll in the State of Ky. do Certify that Lawrence Ashton, the Resp. in the foregoing Answer, this day appeared before me in my office & made oath that the statements in said answer, so far as they purport to have been made on his own knowledge, are true, & so far as they purport to be made on the information of others, he believes to be true. Given under my hand as Justice aforesd. this 19th day of March A.D. 1841.

A. Davis J.P. (Seal)

Commonwealth of Ky.
Carroll County, Set.

I, Richd. P. Butler, Clerk of the County Court for the County aforesd. do Certify that A. Harris, whose name is signed to the above Certificate, is an acting & qualified Justice of the Peace for said County & that his official acts as such are entitled to full faith & credit, & that his said signature is genuine. In testimony whereof I have hereunto subscribed my name & affixed the seal of my office this 19th March 1841.

Richd. P. Butler Clk
By G. Senewn D.C.

No. 40-CH-10

Union Common Pleas Court.

James W Evans Plaintiff,

AGAINST

Stephen McLain Defendant.

APR TERM. 1841

JUDGMENT VS DEFENDANT

Dismissed

No Record

Journal 2 Page 308

Record No. Page

Ex. Doc. Page

of this Court your Orator prays he may be made Defendant and that on final hearing your Honors would order and compell a conveyance to your Orator of said lot and that your Honors would grant your Orator other and further relief in the premises as may be equitable and just and your Orator as in duty bound will ever pray &c

By W C Lawrence Sol for Complt

I waive the use of process and hereby enter my appearance and acknowledge service hereof given under my hand
July 6. 1840

Stephen M Sain

Minor Com Pleas
James W Evans
vs
Bill in Chancery
Stephen M Sain
Filed July 6. 1840
Jas. M. Lee Clerk
Cor Ne Exeat

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

Humbly complaining shewth unto your Honors James W. Evans of said County That heretofore to wit on the 3rd day of May 1837 your Orator purchased of one Stephen McLain of the same place (who was or pretended to be seized in fee thereof) in lot No. 15. in the Town of Marysville in said County for the sum of 469 $. 257 $. thereof was to be and was paid on the first day of November 1837. And the balance 212 $ was to be and was paid by your orator on the first day of May 1838 to said McLain All of which will more fully and at large appear by reference to the agreement of said McLain and the notes of Doupt herewith filed and marked A. B & C and which he prays to be taken as part of this bill your Orator further shews that in pursuance of said agreement he took possession of said lot and improved the same to a great expence to your orator (to wit 1500 $. That by said Agreement marked A said McLain was to convey said lot to your Orator by good warranty deed And further that on the payments aforesaid and on divers other days since your Orator has called on and requested said McLain in a peaceable manner to execute and convey said lot to your orator as by his said agreement he should and he ought but that said McLain neglects and refuses so to do sometimes alleging that he has not time sometimes pretending that he will after a while your Orator further charges that said McLain combines with others to your Orator unknown to cheat and defraud your orator out of his title to said lot contrary to Equity and good conscience in tender consideration whereof and in as much as your orator is without remedy at common law and can be relieved alone by the Chancery Jurisdiction

B

Filed Aug. 6. 1840

Jas. H. Gill Clk

On or before the first day of May 1838 I promise to pay Stephen J McLain or order two hundred and twelve dollars value rec.d May 3.rd 1837.

L

Evans

C

Filed July 6. 1840

Jas. H. Lee Clk

On or before the first day of November next I promise to pay Stephen McLain or order the sum of two hundred and fifty seven dollars value rec.d Mar 3. 1837.

Chancery Case File

Case No. 1840-CH-0011

No. 40-CH-11

Union Common Pleas Court.

Charles Barr
Plaintiff,

AGAINST

Elizabeth Dean
Defendant.

APR TERM. 1846

Sale of Land

DECREE FOR PLAINTF

Recorded,
Indexed,

Journal 3 Page 390

Record No. 4 Page 504

Ex. Doc. Page

The description of said lands so far as your Orator can go is that the lands are a part of Survey No. 3443. V. M. entered in the name of David Dunean for one thousand acres and lying on the waters of Bottle creek this County. The prayer of your petitioner therefore is that he may be enabled by the order of this Court to dice said 96. acres off the north end of the lands of said Dean dec'd that the debts may be paid and the will executed and as in duty bound he will ever pray &c

By Bollinger & Co solr

Union Com Pleas

Charles Barr
vs
Elizabeth Dean et als

Petition to sell land
Filed July 6. 1840
Jas. H. Gill clerk

Cost bill made

Recorded

To the Honorable the Judges of the court of Common Pleas in the County of Union Ohio in Session and in Chancery Sitting

~~The undersigned~~ Your Petitioner Charles Burr a resident of said County and Administrator with the will annexed of John Dean late of this County Decd respectfully represents to your Honors that by the last will and testament of said Decd He disposed of all his personal property in kind to his minor Children and made several Legacies to such of his children as had left his family and charged the payment of the same upon and from the proceeds of ninty six acres of land and left no other means of paying the debts of said Decd but the proceeds of said lands. All the lands of which the said Dean died seized lie in this County and amount to 396. acres and by said will he devised three hundred acres of the same to his minor children Elizabeth, Jackson, George and Greenland Dean whom your orator prays may be made defendants to this bill and further that the said Dean in his life time set off and appointed the 96. acres to be sold for the purposes aforesaid on the north end of his farm to be laid off so as to lie parallel to the north line of said farm but in his will made no provision for the sale of the sale by any person specifically,

Said Dean left the following Heirs of age (Jonit) Sarah Howe of Kentucky whose Husband Christian name is unknown to this petitioner, Owen Dean in the State of Illinois, John Dean same State and Ruth Bodkin of Ohio whose whose husbands Christian name is alike unknown ~~and~~ all of whom your orator prays may be made defts your orator further shows that he has proceeded so far as possible under said will in execution of the same as can be done without the sale of said lands and that the debts and legacies due from said estate remain wholly unpaid and must do so untill the same is sold to enable your orator

so to do

Charles Burr Ex

vs J Prot of Pub

Eliz. Dean

Febr 1004. 1861

James H. Gillette

Unoion Common Pleas.

PETITION TO SELL LAND.

Charles Burr Adm'r with the will annexed of John Dean, vs Elizabeth Dean Jackson, George & Greeland Dean minors, and Sarah How & husband, Owen Dean John Dean, and Ruth Bodkin & husband, heirs and legal representatives of said John Dean dec'd.	IN CHANCERY.

THE Bill charges the death of said John Dean & the disposition of the personalty entire by will, and that the debts are directed to be paid from the proceeds of the sale of ninety six acres off of the North end of the land of said Dean deceased, lying in Union county, being part of Survey No. 3443 entered in the name of David Duncan, on Bokes creek; and further charges that there is no special power in said will authorizing the sale thereof, and concludes with a prayer for an order of Court for the sale of said land. The said Sarah How and husband, resident somewhere in Kentucky, Owen Dean and John Dean of the State of Indiana, and Ruth Bodkin & husband somewhere in the State of Ohio, (the Christian names of the husbands of said Sarah and Ruth being unknown to the petitioner, as well as the present residence of said non-resident defendents,) are hereby notified that they appear and defend, or the said bill and matters therein charged, will, after the expiration of sixty days from the rising of the next term of said Court be taken for confessed, and a decree rendered accordingly.

W C LAWRENCE, Sol for Pet:

J H GILL. Cl'k s'd Court:

Sept: 3, 1841

The Counterfeiters

will

State of Ohio Union County ss

Personally appeared in open Court Robert McBratney publisher of the "Union Star" a weekly News paper published in Marysville of said County and of general circulation therein who being duly sworn according to Law says that the appended notice appeared for Six weeks successively in which the one here attached is one first-day of this term

1841. Robt. McBratney

Subscribed

40 day of Nov. 1841

Saml H Gill Clk

State of Ohio Union County ss
Personally appeared in open Court Robert McBratney publisher of the "Union Star" a weekly News paper published in Marysville of said County and of general circulation therein who being duly sworn according to Law says that the appended notice appeared for Six weeks successively in said paper of which the one here attached is one prior to the first day of this term

Nov. 4. 1841.

Robt. McBratney

Sworn to and subscribed before me this 4th day of Nov. 1841

James H Ewalt

same	same	39	whole	certify the [illegible]
Beal Mary	Rich-	26	whole	
same	wood	26	whole	
same	same	27	whole	
same	same	28	whole	
Baker Peter	same	77	whole	
same	same	73	whole	
Douglass Alexander	same	17	whole	
Fleming John	same	103	5-8	
same	same	104	5-8	
Gilfalk Jesse H	same	95	whole	
Bear George W	same	104	1 8	
same	same	49	1-8	
Hays John	same	62	3-4	
Irwin Hugh	same	41	whole	
same	same	42	whole	
same	same	43	whole	
Long G W	same	61	3-4	
Landon Cyrene	same	34	whole	
Plummer Philip	same	30	whole	
same	same	31	3-4	
same	same	32	3-4	
same	same	33	whole	
Peniser Joseph	same	49	4-5	
Swartz Henry	same	66	whole	
same	same	67	whole	
Sarples William	same	19	whole	
same	same	20	whole	
same	same	21	whole	
[illegible] E T	same	107	whole	
same	same	108	whole	

Burr vs Deans Hire

file 6 Docket 6 Appearance 8 seven Cor. 70 order of pub. 10 proof of pub 10 $ 110

~~Copy 40~~ Copy and aff. 40 order of app. 50 return & fil 10 100

Order of Sale 50 return & file 10-12 cor. 120 Copy of papers 140 320

Record 3,00 Cost bill & set 47½ 347½

8,77½

Sheriff Clerk 32 Sheff. steel 192 Robinson 64. 288

Appraisers 1 $ 3,00, Printers Mr. Bratney 7,00 Capitol 3,00 1300

24,65½

Mr Dunforth

get some J.P. to swear you
men appraise the land fill the blanks sign and
send down to morrow to Court

Wm C. Lawrence

Union Cont Pleas

Charles Burr et.
vs } Order to Appraise
Eliz Dean

State of Ohio Union County ss.

On motion to the Court by Mr. Lawrence Counsel for the Petitioner, It is ordered that James Henderson David Hanforth & Andrew Thompson, being first duly sworn do upon a actual view of the Premises make a just valuation of the ~~premises~~ real estate described in the Petition of Charles Burr Administrator of John Dean decs^d. or so much thereof as may be necessary to pay the debts of said estate and that they return such valuation to the next Term of this Court. - ~~The last will & testament~~ I John Cassil Clerk of said Court of Common Pleas of Union County Ohio, Certify the foregoing entry to have been Correctly taken and Copied from the Journals of said Court at their May Term AD 1845.

John Cassil Clerk

We the undersigned, Commissioners mentioned in the Order directed to us, from the Union Com^n Pleas Court, After being duly sworn upon an actual view of the premises, we estimate said land mentioned in the Petition at three Dollars and fifty cents ~~dollars~~ pr. Acre, Given under our hands, and seals this 19th day of August AD 1845.

James Henderson (Seal)
David Danforth (Seal)
A. H. Henderson (Seal)

fees of Appraisors $1.00 Each

The State of Ohio, Union County ss.

On the 19th day of August 1845, before me personally appeared James Henderson David Danforth & Andrew Thompson above named and made solemn Oath that they would upon actual View honestly and impartially appraise the real estate of John Sloan deceased in persuance of the order of the Court of Common Pleas of Union County in the Case of Charles Burr, Executor vs. Elizabeth Sloan & others

Justice of the Peace
of said County
Joshua Judy J.P.

Union Com Pleas
Charles Burr Exr
Eliz Dean et al
Order of Sale

Filed Feb. 27. 1846.
John Cassil Clk
C.C.

ADMINISTRATOR'S SALE.

I shall offer for sale to the highest bidder, at the door of the court house in the town of Marysville in Union county, between the legal hours on the 31st day of December next, by order of the court of common pleas, ninety-six acres of land to be taken off the north end of the farm owned by the late John Dean, deceased, in said county and township of Liberty, and part of survey no. 3443, entered in the name of David Duncan, on the waters of Bokes creek. Terms—one third in hand, the balance in one and two years, interest from sale.

CHARLES BURR, Admr.
with will annexed.

Nov. 29, 1845.

he within order
the premises in
ppears by the appended
n published in
Union and
ded between the
lock P.M. on
court house
the lands as
described in the notice and then and there struck off the same
to Isaac Holloway he being the Highest and best bidder therefor at the sum of three ~~hundred~~ dollars for acres the same
being more than two thirds the appraised value thereof
upon terms as directed

Charles Burr

Dec 29. 1845

Admr with the will annexed

Filed Feb. 27. 1846.
John Cassil Clk.

In pursuance of the within order I proceeded to advertise the premises in the Bill described as appears by the appended notice for more than thirty days in the only paper published in and of general circulation in the county of Union and on the 31st day of December 1845 proceeded between the Hours of 10 O'Clock A.M. and 4. O'Clock P.M. to sell by public out cry at the door of the court house in the Town of Marysville to the highest bidder the lands as described in the notice and then and there struck off the same to Isaac Holloway he being the Highest and best bidder therefor at the sum of three ~~hundred~~ dollars for acres the same being more than two thirds the appraised value thereof upon terms as directed

Charles Burns

Dec 30. 1845

Adms with the bill answered

State of Ohio Union County ss.

Charles Burr Executor &c } Appraisement returned
and Confirmed and
Elizabeth Dean et al } the Court finding it
necessary to sell said
premises to pay debts, The said Executor is ordered
to sell said premises upon the following terms
One third in hand, One third in one year from
the sale thereof and the remaining ~~two~~ third in
two years, with Interest, and make report to the
next Term of this Court, to which time this
Cause is Continued,

Charles Burr Exr. &c } Oct Term 1845
Eliz: Dean Et al } Continued under former order

I. John Cassil Clerk of the Court of Common
Pleas of Union County Certify the foregoing
to be correctly taken and Copied from the
Journals of said Court,

Witness my hand and seal of office
this 25. day of Nov. A.D. 1845
John Cassil Clerk

Chancery Case

1840-CH-0012

located with

Supreme Court Case

1841-SC-0004

No. 40-CH-13

Union Common Pleas Court.

Silas G Strong Plaintiff,

AGAINST

Ransom Clark Defendant.

NOV TERM 1841

Dismissed

Journal 2 Page 354

Record No. 3 Page 541

Ex. Doc. Page

State of Ohio Union County ss

Silas G. Strong being duly sworn according to law deposeth and saieth that the ~~within~~ statements contained in the within Bill of Complaint of the said Silas G. Strong vs. Ransom Clark Samuel Brush. Robert McGlaun & Edgar Barnett so far as stated from his own knowledge are true & so far as stated from the information of others he believes to be true.

Silas G. Strong

Sworn & subscribed this 15th day of July AD 1840 Before me

James M. Wilkinson Master Commr in Chancery for Union Co.

Silas G. Strong
vs
Ransom Clark
Et al

Bill in Chancery

Filed July 17. 1840
Jas. M. Wilkinson Clk

Cont'd this week
Recorded

July 16th 1840

Leave granted to amend in this case as prayed for in the Bill by complainants giving bond & security to be approved of by the Clerk in the sum of two thousand dollars

Provided
July 21st 1840

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

Humbly complaining your Orator Silas G. Strong of said County represents unto your honors that on the 3d day of October AD 1837. The President directors and Company of the Clinton Bank of Columbus. recovered judgement against your Orator & others upon the law side of this Court for the sum of $1218.50 That on the ~~same~~ fourth day of May 1838 an execution issued upon said judgement, which was levied upon In lots No 30. 31 & 42 & out lots No 2 in the Town of Marysville Union County O. which said lots were appraised by the oaths of Ambrose Meeker Sidney Gilbert & Alexander Pollock at the sum of $2,500. to wit In lot No 30. 31 & 42 at 500$ and out lots No 2 at $2.000 which said execution was returned "no sale for want of Bidders, That on the 9th day of ~~May~~ March 1838. your Orator paid to Mr Gilbert one of the Attornies of said Bank the sum of two hundred dollars upon said judgement That subsequently on motion said appraisement was set aside by the Court and on the 14th day of November 1838. an Alias Venditioni Exponis issued upon said judgement and said lots reappraised at 1450$ to wit In lots No 30-31-& 42 at 350$ and outlot No 2 at 1100$ that on the 12th day of July 1839 Your Orator paid to Brush & Gilbert attys for Plaintiffs ~~the~~ One hundred and Fifty dollars. and on the 13th day of the same month the further sum of 50$ upon said judgement That on the 9th day of ~~August~~ October 1839 an Alias Plures Venditioni Exponis with a levy Clause issued to Ransom Clark Sheriff of said County whom your Orators prays may be made one of the defendants to this Bill which was levied by said Sheriff upon 36¾ acres of land part of Survey No 2982 in Union County Ohio which was appraised

at Four dollars pr Acre which said writ was returned "Not sold for want of Bidders" Your Petitioner further states, that on or about the 23d day of May 1840. Brush & Gilbert had in their hands the sum of 117$ Money Collected for your Orator and your Orator by Agreement with Samuel Brush one of the Plaintiffs attornies (whom your Orator also prays to be made defendant to this Bill), in said Judgement and active member of the Firm of Brush & Gilbert doing the Business of the firm of Brush & Gilbert doing the Business of the Firm exclusively in Union County for said Bank applied the said 117$ Money in their hands of Brush & Gilbert towards the payment of the aforesaid Judgement in Consideration that the said Brush then and there agreed & promised your Orator that No Vendition Exponis should issue against your Orators upon said Judgement during the following Vacation between the terms of this Court your Orator therefore agreed that said 117$ should be applied upon said Judgement, and it was so applied, and the said Brush agreed and promised as aforesaid, Your Orator relying in good faith upon the said promises, of 2d Brush gave himself no further Uneasiness upon the subject, but so it was, as your Orator has been informed & verily Believes, the 2d Ranson Clark Sheriff as aforesaid and Samuel Brush one of the attorneys for the Plaintiff in said Judgement Combining together to injure and defraud your Orator and Cause said land to be sold Contrary to your Orators belief and expectation the said Clark made Application to the Acting Deputy Clerk of said County informing him that he must have a vendi issued upon said Judgement immediately or he could not advertise and sell the same and persuaded the said Acting deputy Clerk to issue a Vendition Exponis upon said Judgement on the 4th day of June 1840 and the said Sheriff advertised your Orators said property for Sale on the 4th day of July 1840. Your Orator further states that your Orator having important business in the United States Court then in Session in the City of Columbus in this State and still

having confidence that the said Brush would act in good faith with your Orator and order said sale to be stayed when the same came to his knowledge, left the County of Union previous to said sale & remained absent for several days during which time said sale took place

But so it was the said Ramson Clark Sheriff as aforesaid & said Brush for the combining and confederating to them to injure & defraud your Orator United with Robert McIlvain & Edgar Harriott as your orator is informed and whom your Orator prays may be made defendants to this Bill verily Believes to sell said Land at but a few cents more than two thirds its appraised value as your orator is informed & verily Believes the said Robt McIlvain & Edgar Harriott sent the bid to said Sheriff in writing. And if the said Clark Cried said bids at all publicly, he must as your Orator is informed have done so in a low voice and for but a short time & that too during the time when this Court was in session and the attention of all those who were not party to this fraudulent transaction was drawn to the business of this Court. Out lot No 2 was there sold to the said Robt McIlvain & Edgar Harriott for the sum of 734$ as in a fraudulent manner contrary to the said express verbal agreement between your orator & said Samuel Brush attorney for said Bank and as your Orator believes at a Secret and Clandestine sale made by said Clark. said sale was immediately on Motion in the absence of your Orator confirmed by said Court and said Clark ordered to make a deed for said out lot No 2 in Mayville. Your Orator therefore prays that in as much as he has no remedy upon the law side that the said Ramson Clark Samuel Brush Robert McIlvain and Edgar Harriott may be compelled to answer upon their corporeal oaths all and singular the matters & things contained in this Bill that the said Clark answer whether he did not make application to the deputy Clerk for said Vendi

And Urge the said Clerk to issue the same —
Whether he did not receive the bid of said McIlvain & Harriott
in writing sometime previous to said Sale. And Whether he did
not offer said land for sale during the actual Session of Court
in a Loud ~~notice~~ voice strike the same off in less time
than one minutes time to prevent further bidding upon said
land. The said Brush may answer whether he did not
as attorney for said Bank make an agreement with your
Orator to stay proceedings upon said judgement untill after the
subsequent term of this Court upon the payment of the said
117$. And whether under the arrangement by which
said sale was made he did not receive from James E Harriott
or Robert McIlvain
for Robert McIlvain & Edgar Harriott in part payment of
the Amount of the purchase money. a note given by said
J E Harriott with security and how much said note called
for Whether the Bid of said McIlvain & Harriott was not made
in Writing & whether (he knows) was said Bid & the sale of said land
made by public Out Cry. or in a ~~great~~ low voice & great Hurry
And that said McIlvain answer whether he has any interest
in said land except to permit his name to be used Whether the
bid was not made in writing & not publicly Cried
And that said Edgar Harriott. answer whether he knew aught
of said purchase. whether he ever gave his consent thereto or suffered
his name to be used together with his Consent if so how said
bid was made whether in writing or verbally
Your orator further prays that a writ of Injunction may issue
that Ransom Clark Sheriff of said County may be enjoined
from executing a deed to said McIlvain & Edgar
Harriott for said Out lot No 2 in the Town of Marysville so
sold on the 9th day of July 1840 and on final hearing of this
Cause said sale may be set aside and that your orator may have
such other & further relief in the premises as equity & good
Conscience may require and your Orator as in duty bound will ever pray

Silas G Strow in person

Union Com Pleas

Silas G. Strong

vs } Sub. in eq

R. McElvain et al.

I acknowledge service and enter the appearance of E Harriott one of Defts to this bill W Lawrence atty for E Harriott

Filed Oct 6. 1840

Jas H. Gill Clerk

Serv — 95
Copy 37½
Mil — 5
1.37½

Injunction allowed and bail given

Jas H. Gill Clk

Claus & Wed

Cos

Served by copy upon Ranson Clark & Robert McKown Edgar Harriott & Samuel Brust

The State of Ohio Union County ss

To the Coroner of said County — Greeting

We command you that you summon Ransom Clark Samuel Brush Robert McElvaine and Edgar Harriott to appear before our Court of Common Pleas of said County of Union at the Court House on the 6th day of October next to answer a petition in Chancery Exhibited against them by Silas J. Strong and that 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 our said Court at the Court House this 17th day of July A.D. 1840

James H. Gill Clerk

Union Com. Plead
Samuel Brush
vs. & Answer
Silas G. Strong

Filed Oct. 7th 1840
Jas. H. Lee Clk

The separate answer of Samuel Brush, one of the defendants to the bill of complaint of Silas G. Strong complainant—

This defendant, now, and at all times hereafter saving and reserving to himself, all, and all manner of exception and advantage of exception, to the many errors, insufficiencies, and untruths, in said bill of complaint contained, for answer thereunto or unto so much, or such parts thereof, as he is advised, is material for him, to make answer unto, he answers and says, that he believes said bill contains the true amount and date of said judgment therein named, except costs— that he cannot at this time say, whether the statement in said bill of the issuing of the execution levy & appraisements therein named, are correct or not, as he has not the same before him— That some time during the fall of the year 1839—(last fall) during the October Session of the Court of Common Pleas of Union County he (as one of the firm of Brush & Gilbert) received of complainant, several notes for collection— That he believes, that at the time said Strong gave this defendant said notes to collect, said Strong hoped to induce this defendant to stay proceedings upon said judgment and two other judgments, in favor of said Clinton Bank of Columbus as said Strong had on one or two prior occasions, offered to give this defendant some notes to collect, upon the condition that he would stay proceedings upon said judgments, which this defendant always refused to do, — That at the time this defendant received said notes to collect, he made no agreement to stay

proceedings against said Strong, upon any of said judgments nor was he asked to make any such agreement at that time — That he gave a receipt, or receipts for said notes to said Strong ~~for said notes~~ in the name of Brush & Gillett generally for collection, that subsequently the same day or the next day before he left Marysville, said Strong, said to this defendant, that the money arising from the collection of said notes, should be paid by this defendant to said Clinton Bank, but it made no difference about it being expressed in said receipt or receipts — That on or about the 16th day of January last, one of said notes was paid to this defendant, which after deducting fees of collection, amounted to the sum of $117 — and this defendant not knowing upon which judgment of said Clinton Bank, agt the said Strong, said Strong wished said money to be paid, upon reflection concluded to pay the same upon the judgment in the bill named, as the said Strong was principal therein, and this defendant supposed him to be security at that time, in one and perhaps both the other judgments — That at the last May Term of the Court of Common Pleas of Union County, at Marysville, this defendant settled said payment of said $117 — with said Strong and receipts were passed between them, and then said Strong informed this defendant, that he wished all moneys received by this defendant, from the proceeds of said notes, to be paid over

to said Bank, upon a judgment against Said Strong, Stephen McLain and Ransom Blank ~~and~~ for 1100.18 $ + costs &c, and gave this defendant & his partner a written authority so to do — That at said May Term A. D. 1839 — Said Strong requested this defendant not to issue an execution on said last mentioned judgment agt said Strong McLain and Blank; that this defendant did comply with said request and did not order an execution on said judgt between said May and July Terms, A. D. 1840 — That this defendant did order an execution on the judgment in the bill named and left with the deputy Blank a written order therefor, This defendant knows nothing about said defendant Blank applying to the acting Blank for said vendi, in the bill named, but if said defendant Blank did so, this defendant believes he did right, as said Deputy Blank, had neglected his duty in not issuing the same, and this defendant has frequently requested and directed said defendant Blank to get said executions and attend to the same, and has sometimes left with him the praecipes therefor — That during the latter part of August A. D. 1840 in a conversation with said Strong he informed this defendant, that he had persuaded said deputy Blank not to issue said vendi — and that the same would not have been issued if said defendant Blank had not attended to the same —

This defendant further answering says, that he never did agree and promise, that no conditional efferas should issue against said Strong upon said judgment in the bill named during the vacation between the May and July Terms last, ~~and~~ or at any other period and this defendant cannot understand how said Strong could be induced to make said allegation in good faith — That at the last July Term of the Court of Common Pleas of said County of ~~Ohio~~ Union, in the Morning of the day of the Sale of said Out Lot, in the bill named, said defendant ~~Robert McIlvain~~ Harriot, if he is not mistaken in the person, called to ~~see~~ this defendant, as he now recollects in the Court house (perhaps it was in his room in the hotel) to know the amt of the appraisement of said Out Lot and the sum necessary to purchase the same, all which information was given by this defendant to said McIlvain ~~and~~ Mr Harriot, that he did not then make up his mind whether he would purchase or not, and this defendant did not know whether said McIlvain & Harriot would bid upon said premises, till a short time before the sale — This defendant was present at the sale of said Out Lot by said defendant blank, at this defendant's house, which took place between the adjournment of the Court in the morning and the meeting thereof in the afternoon and not, as untruly alledged in said bill during the time Court was in session, that said Sale was made, at the same time divers other tracts of land and real estate

were offered at public outcry by said defendant Blank, and not in a loud voice as untruly alledged in said bill, that several persons were present at said sale, and every effort made to attract purchasers, that this defendant and defendant Blank, were anxious to have as many present as possible, as they hoped to, and did effect a sale of other real estate, the ~~proceed~~ proceeds of which were partly did, come to this defendants hands for another client, This defendant believes, that said McSloain and Harriot had given to said defendant Blank, a memorandum of the amount they were willing to bid, and this defendant distinctly heard, said defendant Blank, cry said bid in an audible voice - This defendant admits that he was well satisfied that said sale was made, as he has always been anxious to close the claims in his hands against said Strong, he being a troublesome and shrewd man, and this defendant has had great trouble in preventing said Strong from taking advantage of this defendants clients, This defendant denies all fraud and unlawful combination whatever, and said ~~do~~ Strong expressly admitted to this defendant in the conversation above mentioned, in the latter part of August last, that this defendant had not been guilty of any fraud, and that he was compelled to make this defendant party to his bill or the same could not be sustained -

This defendant submits to this honorable Court, whether he is compellable to expose the private transactions of said McElwain & Harriot, as to whether he received all money or a note for part of the proceeds of said sale, as this defendant humbly believes, that it is none of said Strongs business — This defendant believes, that said payments as mentioned in said bill, are very nearly correct, ~~or rather antedate — on the 12th of July 1839 $150 only was paid but the next day (13) — 50 more,~~ —

All which matters and things this defendant is ready to aver, maintain and prove as this honorable Court shall direct, and prays said injunction to be dissolved, and this defendant hence dismissed, with his reasonable costs, in that behalf most wrongfully sustained — S. Brush

State of Ohio Franklin County ss.

Personally appeared before me, the Subscriber President Judge of the 8th Judicial Circuit of Ohio, the above named defendant, Samuel Brush, and being by me duly sworn, saith, that the matters and things in the above answer contained stated to be from his own knowledge are true, and the matters and things stated from the information of others, he believes to be true — Sept. 11th 1840 —

J. R. Swan
Pres'd 12 Jr. Cir. Ct.

State of Ohio
Franklin Co ss Personally came Ransom Clark and made solemn oath that this
deponent so far as facts are stated from his own knowledge are true and so far as stated from the information of
others he believes them to be true

Signed
R Clark

Subscribed & Sworn to
Oct 1st 1880 Before me

John Golley Justice Peace

Minerva Comstock
R Clark & Wife
vs
L Clark
Affidavit
Filed Oct 7th 1880
Jas H Lee Clk

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

The separate answer of
of Ransom Clark to the bill filed herein against
him & others by Silas G. Strong

This respondent for
answer to said bill or to so much thereof as
he is advised is necessary and proper for him to
answer comes and says that it is true as is
said bill states that this respondent had a
writ of venditioni exponas as in said bill
stated and it is true that this respondent
made a sale by virtue of said writ but this
respondent states that said sale was made
fairly in every respect, that the property sold
was sold at public outcry and an unusual
time occupied in effecting said sale and
great exertions made to give publicity to the
same, that the writ was issued by the deputy
clerk upon request of this respondent because
the clerk requested this respondent to see to
the issuing all necessary writs in his absence
that the bid was made in writing as in the bill
alledged but this respondent made said
bid public in the usual way and gave
the names of the bidders in an audible voice
so that he was heard across the street. Said
land having been cried more than a reasonable
time it was struck down as in the bill stated
This respondent knows nothing of any agreement
between said Strong & his co defendant Rush
but this respondent denies all fraud & combination
wherewith he stands charged and prays to be hence
discharged with his costs &c

Rush & Wilcox Solicitors for Respt

Union Com Pleas

Ransom Clark et al

vs

Silas G. Strong

answer of the Pres & Cashier of the Bank of Columbus

Filed Oct 7th 1840

Jas. H. Geiger Clk

To the Court of Common Pleas of the County of Union and State of Ohio in Chancery sitting — The separate answer of the President Directors and Company of the Clinton Bank of Columbus to the bill of complaint filed herein against them and others by Silas G Strong respectfully represents that they respondents as they are advised and believe obtained against the said Strong & others the judgment referred to in the said bill and that some payments have been made on the same, of all which this co-defendant S Strong is cognizant. They respondents further answering say that they know nothing of any agreement subsequent to judgment made with said Strong or with any one else, they respondents have made no agreement either directly or by implication and therefore pray to be dismissed hence with their reasonable costs in this behalf most unjustly sustained.

Robert Gilbert
Counsel for Bank

At a meeting of the Board of Directors of the Clinton Bank of Columbus the foregoing was adopted as the answer of the President Directors & Company of the Clinton Bank of Columbus to the bill of complaint filed in the Court of Common Pleas of Union County Ohio against them & others by Silas G Strong. Dated this tenth day of September AD 1840 Witness the seal of said Bank and the signature of the Secretary of said board

D W Derbes Secy

3

Deposition in
the case of

S. G. Strong
vs
R McIlvain &
E Horriott
Filed Aug. 17. 1841

Thomas H Sickelle

Strong
vs
Clark et als

exceptions to
report
Filed Nov. 4. 1840
Jas. H. Lucas Clk

Silas & Strong Complt
vs
Ranson Clark et als

In Chancery
on report of
Master

McSloan & Harriot come and except to the report of the Master in this case & return 1st because the report finds an agreement to compromise & when the testimony shows no such thing.

2 report does not show when possession was taken by Defts or that it was contemporaneous with the proposition

for which cause Defendants move to set aside the said report and that it be decided for Cure & upon the merits

[illegible]

Harriott & McIlvaine
ads } Answer
S. G. Strong

Filed Dec 28. 1846
Jas H. Gillette

The Joint answer of Edgar Harriott and Robert McIlvaine to the bill of complaint exhibited against them and others by Silas G Strong Complainant

These Defendants now come and for answer to said bill or so much thereof as they are advised is material for them to answer to say that as to the Judgement, appraisments, Executions, &c charged in the said bill Defts know nothing but suppose they are of record in this court and will show for themselves. That Defendants on Robert McIlvaine acting member of the firm of Harriott and McIlvaine enquired of said Clark a like defendant to Compt's said bill the amount of the appraisment on the said property (so charged to be sold.) that thereupon said McIlvaine told said Clark that as he could not leave the store to bid that he would give him (Clark) a minute of the amount he would give for the property in writing that there might be no mistake, and so marked down the sum of 734.$. This was on the day of the sale and just before the sale was to commence, and Defendant believes after court had adjourned for Dinner, that ~~before~~ some time in the day Deft was informed that the property was struck off by the Sheriff to the firm of Harriott & McIlvaine on the bid aforesaid. The full amount of which has been paid by said firm That as to the sale and the manner of the sale Defendants believe it was regular and most positively deny all fraudulent combining or collusion in any manner to effect the said sale and purchase either with any or ~~all~~ all of the Codefendants or any person or persons else, that Defendants further answering say that ~~neither~~ of them was present at the sale but that they are informed and verily believe that the sale was made in the usual voice and cried the usual time.

That the purchase was made without the knowledge or special approbation of the said Edgar Harriott but in exact accordance with the views ~~of the~~ and object of the firm for the benefit of the firm ~~and~~ by the said R. McIlvaine under whose care and sole control and management the business of the firm is conducted in this State (said E. Harriott being a resident of N. York) one third of the interest of which is in said R. McIlvaine these defendants having thus fully answered they pray to be dismissed with their costs in this case most unjustly incurred and as in duty bound &c

By Sol Sawyer
Sol for Deft

State of Ohio
Mon County ss

Robert McIlvaine being duly sworn says that the matters and things stated of his own knowledge in the foregoing answer are true in substance and fact and that what is related on the information of others he believes to be true

Robert McIlvaine

Sworn to and subscribed before me this 26. day of December 1840

Abijah Gandy J.P.

Depositions of S. A. Cherry

Taken in a case pending in the Union Court in Junction in Carey where in Silas. G. Strong is Plaintiff & R McIlvain & E Harriott is Defendant, in pursuance of the notice here to attached

Deptis Present by Agent

S. A Cherry of the county of Union & state of Ohio of Lawful age being first duly sworn by me as here after certified deposes and says

Question by Deptis

What is the property sold from Strong to McIlvain & Harriott out Lot No 24 in the Town of Marysville Union County Ohio what is the use of said property worth per year

Answer by witness I consider the property to worth sixty dollars

Saml. A. Cherry

I James Lucas a Justice of the Peace of Paris township Union County Ohio do certify that the above named S. A Cherry were first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by him respectively subscribed were reduced to writing by me and were taken at the time and place specified in the enclosed notice

Given under my hand this 14th Day of Aug 1841

James Lucas J P

Justices cost 1.25

Witness fee 0.25

Denver August 12th 1841. Pay copy
Wm A. Lank

Silas G Strong
vs
R McIlvain & E Harriott

Union County
in Injunction in
Chancery

Complainant or his Counsel will take notice that Defendants will proceed to take depositions before James Turnell Justice of the peace of Union County O, at his office in Marysville on the 14th Day of August 1841 between the hours of 8 A.M. and 4 oclock P.M. on Said Day to be Read in Evedence on the trial of Said Cause

August the 12 1841 R McIlvan and
Edgar Harriott

State of Ohio ss
Union County Common Pleas

Silas G Strong
vs
R McIlvain & Edgar C. Harriott } In Chancery

The report of James M Wilkinson Master in Chancery, to whom this Cause stands referred for the purpose of stating an account between the parties, Pursuant to the interlocutory decree, rendered at the April Term AD 1841. On the 31st day of July notice having been given by the Defendants to Compl't I issued a subpoena to the Coroner for W W Steele Samuel A Cherry & Alexander Pollock to ~~testify~~ to attend on the 2d Day of August when by consent of Parties the taking of their depositions was postponed until the 3d day of August, at which time 3 witnesses were present and made Depositions in relation to the matter at issue. Alexander Pollock having made his Deposition W W Steele was called upon when I E Harriott agent for Deft's refused to have him examined as his witness and waived all rights to him, he then examined by Compl't. and afterwards cross examined by Deft's Agent. I find by three points in the examination (to wit McIlvains proposing to Steele that if Strong would ~~withdraw~~ his Injunction suit he would throw off the rent, 2 Strongs withdrawing said suit. and McIlvains taking possession of the premises. That there was an

agreement or Compromise & which was that if Strong would dissolve his suit of Injunction and give possession that Laird McIlvain would throw off the rents.

All which is respectfully submitted

James McWilkinson
Master Comm

Master Comm fees		$2.47
Coroners fees		75
W M Steele	—	50
A Pollock	2 days	1.00
J H Cherry		50
		$5.22

Witness

Master Comm
Report

Qr by Compt

Do you not Remember that I in that conversation said that he McElvain ~~[illegible]~~ ~~said~~ in Talking of the Law Suits or whole matter of Difference Made what I considered no proposition at all or was this Suit particularly mentioned

Answer; there was not any particular Suit mentioned that I recollect. or I Supposed it to be relative to the whole difficulty between you

Question by Compt

Do you Recollect that I told you that McElvain finally proposed that If I discontinued the Suit Well if Not - That the firm in Case I had any property to be Exposed Should Take their own course with their funds on hand and that he accompanied his Threat with Showing to Me his cash book & that Exhibited within one Inch the Top of the page and that the same Exhibited Cash on hand to the Amt of $1805.00

Answer

There was a conversation to that effect

Question by Compt

Did you understand from me that upon the above Proposition ~~I left him~~ & that I left him from me in the Conversation alluded to above

Answer I do not recolect

question by Defendant Agent; had you any Knowledge of any Difference between the parties more than they had bought his house and lot and that was the Difference and wrong.

and further if you had not learned that Mr Strong had Sworn out an injunction and Detained the Said house and lot and that was the main Difference as you thought at the time of this Conversation.

Answer I did understand that Mr. Strong had detained the property by injunction and also that McIlvain & Harnott had Sued Strong on another matter

Question by Compt

Did you or did you not See Mr Robert McElvain a few days befor the Spring Term of the Court upon the premises ~~in~~ which had been detained as you supposed by Injunction and what did appear to be his business there —

answer as near a I can recollect a few days before court I See Mr McIlvain on the premises and Supposed him to be repairing the garden fence by nailing on Some pailings

further this deponent Saith not

A. Pollock

I James M Wilkinson Master Commissioner of the Court of Common Pleas for Union County Ohio do hereby certify that the above named Alexander Pollock was by me first duly Sworn. to testify the truth the whole truth and nothing but the truth And that the foregoing deposition by him subscribed was reduced to writing by Said A Pollock excepting the three first lines and the fourth to the Erasure made in the first answer which was written by me and ~~was~~ taken at the time and place specified on the in closed notice (to wit 3 August)

In Testimony whereof I have hereunto set my hand this 3d day of August in the Year 1841

James M Wilkinson

Also Mr W Steele of the County of Union of Lawfull age, being first duly sworn by me, as hereafter certified, deposes as follows: Defendants Counsel objected ~~Question~~ to the examination of this witness as his witness.

Question By Compt

Do you recollect having a conversation with Mr. Robert McIlvain at any time last March or April relating to the Compromising the Injunction Suit I had brought And if so When was it, and What conversation passed between him & you Self and Whether after words you told Me the result of said Conversation - as you Understood it - As nearly as you can Recollect

Answer I had some Conversation with R McIlvain, I think the last of March, ~~one~~ McIlvain asked me if I thought Strong would ~~give~~ discontinue the suit of Injunction if they ~~McIlvain~~ would throw off the rent, ~~He~~ could not say he positively ~~said~~ he would do this, to obtain possession, but thought him willing to do it & Consequently told Strong, that I would move from the premises, if he wanted to give possession

Question by Compt.

Did you not relate to Me the above Conversation - And at the time Did I not receive it as his proposition or appear So to Understand it

Answer I ~~stated~~ the Conversation between myself & McIlvain to Strong - How he the said Strong understood it I cannot Say.

Question by Complainant

Was you residing in the Premises at the time Alluded to - if So About What time Did you first Take possession and about What time

Did you move out of Said House

Answer

I was residing on the premises at the time of Said Conversation, I moved into the House I think the 10th day of April 1840.. I left the premises about the 1st of April 1841.

Question by Complainant

Did or did not Mr McElvain or his attorney present a paper for your Signature on the day that the premises in question Were Sold by the Sheriff - if So at or about What Time in the day was it & What was the purport or appeared to be the design of the paper or writing Which was presented and Did you Sign Said Writing

Answer

Mr Brush presented me a paper, about 2 O'Clock P.M. on the day the Sheriff Sold ~~the~~ property in Question The purport of said paper as near as I can remember was, that I would give peaceable possession to the property I signed the writing -

Mr McIlvain ~~or~~ Harriott was not with Mr Brush at the time of the presentment of the Paper

Question by Compt

Was or Was not the paper upon an alternative - To Give possession or hold Under McElvain & Harriott & Edgar & Whitten McElvain's Name was not Used as a party in Said paper

Answer

I cannot now remember whether the above alternative was in the paper or not. my impression is that the object

of the paper or purport. was that I would agree to deliver peaceable possession to McIlvain & Harriott

Question by Compt.

What is your present impression in relation to its containing an Alternative – or you may relate the Conversation

Answer by

The Conversation as near as I can recollect. that occured between Mr Brush & myself was this. He said the Buyers of the property was afraid or did not know but I had a lease on the property. this object of the paper was to satisfy them

Question by Compt.

Did Either of Them McElwain or Harriet or their atty ask or demand possession after the time had Elapsed or after you – signed said Writing

Answer – No – it is my impression not after the expiration of the time I agreed to give possession, there was a notice given me to leave the premises, but to the best of my recollection It was before the time expired. according to the agreement I signed

Questions by Defendants Agent

Did you at any time hear Mr McIlvain say that he would give in the rents to Mr Strong if he would withdraw his suit

Answer

I can not say positively that I did but the impression I have is that he was willing to do it if Strong would discontinue the suit. I told Strong if they made this arrangement I would leave the premises, immediately

question by Defendants

Did you ever here of any arrangement being made and if so what was that arrangement after that time and from ~~Answer~~ whom Did you learn it

Answer

After I left the premises, ~~and sometime~~ a Short time before the April Term of Comn pleas Court. the Clerk informed me that Strong had discontinued his injunction suit – I think the same day Strong told me Also he had discontinued the suit upon the Strength of what I told him, relating to the Conversation with McIlvain

question by Defendant

how long Did you live on the premises after the sale to McIlvain & Harriot and what is said property worth per year as rent

Answer

I lived on the premises from the day of Sale until about the 1st of April 1841. I think the rent is not worth over Sixty dollars a year

question by Defendants

have you had any Conversation with Mr Strong Since the seventeenth of last March of his trying to Compromise with McIlvain & Harriot and of their meeting in the Court house one evening for that purpose and Could not agree

Answer

I have heard from Mr Strong. ~~Ha~~ asked me if I had any objection to his Meeting Messrs McIlvain & Harriott in the office occupied by myself & Mr Curry I had none; after the meeting I understood from Mr Strong that no Compromise had been made & upon what ground or what requirements were asked of either party

I do not now remember of ~~any~~ hearing from either of the parties

Question by Compt.

Was you Knowing to or did you understand that that the Meeting you Speak of at your Room in the Court House was the Only Meeting - between said Complainant & Mr McClean -

Answer

I understood from Mr Strong that he had a subsequent meeting. with Mr McIlvain in his Store Room that is McIlvains -

Question by Complainant

In your former answer to the Respondents question you Say ~~for~~ you think the rent not worth over Sixty Dollars - Now how much rent did you pay or agree to pay - from the time ~~you was in possession~~ the Injunction was Brought untill you left - the premises -

Answer

All rents required of me when I took possession of the premises was to Keep the property in repair both before and after the injunction suit was brought

Question by Comp.t

Was any rent Ever demanded from you by Either of the parties or their atty. & if So by whom

Answer

No rent was ever demanded of me by either of the parties

Question by Comp.t

Did you See Mr Robert McIlvain exercising an owner ship before Court or in the premises if So Say how

Answer.

I saw Robert McIlvain on and about the premises before the April Court of Com.n pleas Nailing. Palings ~~on the fence~~ or boards on the fence around the House -

And further this Deponant Saith not

Wm. W. Steele

I James M Wilkinson, a Master Commissioner of the Court of Common Pleas, for County of Union. Ohio. do hereby certify that the above named Wm W Steele, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth and that the foregoing deposition by him subscribed was reduced to writing by the said Wm W Steele and were taken at the time and placed specified on the notice (to wit 3d August

James M Wilkinson

In testimony whereof, I have hereunto set my hand, this 3d day of august in the Year 1841

James M Wilkinson

Depositions of Witnesses Taken in a Cause Pending in the Court of Common Pleas of Union County Ohio Wherein Silas G. Strong is Plaintiff & R. McSlvain & Edgar E Harriott are Defendants and for said Defendants in pursuance of the notice hereto attached, and at the time & place therein mentioned. Silas G Strong. Complainant & James E Harriott agent ~~H E Harriott attorney~~ for defendants were present

Silas G Strong
vs
R M Slvain et als

Union Com. pleas
injunction in
Chancery

Compt. or his Counsel will take notice that defendants will proceed to take depositions before James M Willikson at his ~~his~~ office in Marysville on the 2nd day of August 1841 between the hours of 6 AM and 6 PM on said day to be read in evidence on the trial of said Cause

R M Slvain &
E Harriott

This cause adjourned by consent of parties until August 3d at 9 o Clock
J M Willkinson Master Comm.

Alexander Pollock, of the County of Union, of Lawful age being first duly sworn by me, as hereafter certified, deposes as follows

Question by Mr Deft What did Mr Strong say to you speaking of a Compromise he was trying to have with McIlvain & Harriott. And when was it.

Answer by Defendant Cannot say at what time it was Thinks it was in March or april. Mr Strong told me of a proposition having been made by ~~me~~ him to McIlvain & McIlvain replied I'll see you in Hell before I'll accept it or to that effect McIlvain made a proposition to him that is to Strong which he Strong said he considered no proposition at all

Alexander Pollock
Deposition

Chancery Case File

Case No. 1840-CH-0014

No. 40-CH-14

Union Common Pleas Court.

Wm W Woods

Plaintiff,

AGAINST

Ransom Clark

Defendant.

OCT 1840

Dismissed

No Record

Journal 2 Page 288

Record No. Page

Ex. Doc. Page

Union Com. Pleas

W. W. Woods

vs } Inj Bond

James A. McLain &

Ransom Clark

Filed Sept 21. 1840

James H. Gill Clk

Know all men by these presents that we W. W. Woods and Wm. H. Frank are held and firmly bound unto ~~Ranson~~ James A. McLain Ranson Clark and John Lawrence in the sum of fifty dollars to payment of which well and truly to be made we bind ourselves our heirs Executors and Administrators Sealed with our seals and dated this 21st day of September A.D. 1840 The condition of the above obligation is such that whereas the above named W. W. Woods has obtained an allowance of an Injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained in the same Court of Common Pleas by the said James A. McLain against the said W. W. Woods together with Samuel H. Dodd at the October Term thereof 1839 for the sum of one hundred and forty five dollars and twenty two cents debt and $7.46 costs until the matter thereof can be heard in Equity. Now if the said W. W. Woods shall pay all moneys and costs due or to become due from him the said W. W. Woods in said Judgment at Law and all moneys and costs which shall be decreed against the said W. W. Woods in case said Injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue in law

Approved Sept 21. 1840

James H Gill
Clerk

W. W. Woods (Seal)

Wm H Frank (Seal)

on said Execution against your orator. & that on hearing your honors may do justice & equity & in the premises & as in duty bound your orator will ever pray &c

W W Woods

State of Ohio Union County ss

Personally appeared ~~before~~ W W Woods who being duly sworn says that the facts stated in the within ~~affidavit~~ are true so far as he knows them & he verily believes

W W Woods

Sworn to & subscribed before me this 21st day of Sept 1840

Otway Curry (Seal)
Mayor of the Town
of Marysville

Wm W Woods
vs
Ransom & Coats Et al

Filed Sept 20. 1840
James H. Lee Clk

I allow a writ of injunction in this case upon complying with the requisitions of the act to the clerk taxes of the clerk

Thos. J. Stanley
Sp. Judge
Written under

To the Honorable the Judges of the Court of Com Pleas for the County of Union and State of Ohio When in Chancery sitting

Humbly Complaining sheweth unto your honors your orator W^m W Woods of the County of Union Respectfully represents unto your honors That on the 31st day of Octr in the year 1839 your orator became liable as a security for Samuel T Dodd principal on a warrant of atty to confess a judgement on a note for $145.22 payable to James A McLain. Your orator further sheweth that at the Octr Term of said Court in the year 1839 said McLain combining with one John Lawrence & fraudulently intending to injure your orator filed his declaration against said Dodd & your orator as if they were both principals and equally liable in said transaction & said John Lawrence one of the atty of said Court at the same time appeared & contrary to the form of said Warrant of atty confessed judgement against said Dodd & your orator a principals when it was a manifest fact that your orator was only a security. for the word security was attached to the signature of your orator on said Warrant of atty. Your orator further sheweth that on the 30th day of July 1840 an execution issued on said judgement against said Dodd & himself as principals all of which your orator charges to be contrary to equity & good conscience said execution is now in the hands of Ransom Black Sheriff of said County whom your orator ~~prays may be~~ makes defendant to this Bill together with said McLain & John Lawrence

The prayer of your orator is that said Sheriff be enjoined from proceeding ~~against your~~

Union Com. Pleas

W. W. Woods

vs } Sub in Eqy

Ransom Clark &

Jas. A. McLain

Seven — 45
Copys 25
Mil — 5
85

Injunction allowed
and bail given
Jas. H. Gill Clk

Served by copy upon
Ransom Clark and
Jas A McLain

Jas L Word, Cro

The State of Ohio Union County S.S.
To the Coroner of said County Greeting
We command you to summon Ransom Clark and James A. McFain to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said County on the sixth day of Oct. next to answer the matters and charges contained in a Bill in Chancery exhibited against them by W. W. Woods 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 25. day of Sept. A.D. 1840

James H. Gill Clk

Chancery Case File

Case No. 1840-CH-0015

No. 40-CH-15

Union Common Pleas Court.

James & John Dunn & ux
Plaintiff,

AGAINST

Anna M Dunn
Defendant.

OCT TERM. 1840

DECREE FOR PLAINTF

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Record No. 3 Page 461

Ex. Doc. Page

Ann M Dunn &
Mary A Tompkins
vs
John G Dunn & James Dunn
Executors of Walter Dunn dec'd

Answer to Petition
Filed Oct 6. 1840
Jas. H. Gillespie

The joint answer of Ann M Dum and Mary A Tompkins to the petition of John G Dum and James Dum Executors of the last Will and Testament of Waller Dum dec'd. filed in the Court of Common pleas in and for the County of Union and State of Ohio against them and others.

These respondents by George W Dum their agent and attorney in fact for answer to said petition say, that they admit the contract set forth in the petition was executed by the said Waller Dum in his life time, also that the purchase money for the said land has been fully paid, and consent that an order for a convey ance may be made by this Honorable Court authorizing the Petitioners as the Executors of the said Waller Dum to convey the land in the petition mentioned in consummation of said contract and these respondents having fully answered pray to be dismissed &c

Ann M Dum

Mary A Tompkins

by Geo W Dum

their agent & attorney

Walter A Dunn &
Robert G Dunn
adls
Executors of Walter Dunn

Answer by Guardian ad litem
Filed Oct 6. 1840
Jas. H. Gillett

The joint answer of Walter A Dunn and Robert G Dunn minor children and heirs of Walter Dunn deceased, to the petition of John G Dunn and James Dunn Executors of the last Will and Testament of Walter Dunn dec.d filed in the Court of Common Pleas in and for the County of Union and State of Ohio against themselves and others

These respondents by their Guardian ad litem for answer to said petition say, that they have no knowledge of the Contract set forth in the petition, nor have they any knowledge of the payments made on said Contract, and therefore can neither admit nor deny the same, and as they are infants of young and tender years, they pray the Court that their rights may be protected and now having answered pray to be dismissed.

Walter A Dunn
Robert G Dunn

by
their Guardian ad litem

Agreement
Dav. Hatfield & John Coolidge
Dec. 1. 1832 – 146 acres of land,
part of Survey No. 8523.

AL 110. (A)

exhibit —

Assigned to
John R McDowel
Fieca Oct 6. 1860
Jas H Gillelt

Willis Little 11 February 1833 Rec. on the written
One hundred Dollars For Peter Dan
$100. cash Robert Dan

This agreement between Walter Dun of Fayette county, Kentucky, and David Holycrofs and John Coolidge of Union county, Ohio, Witnesseth that said Dun hereby sells unto said Holycrofs and Coolidge a tract of one Hundred and forty six acres of Land, on the waters of Darby's creek, in said Union County, bounded as follows, to wit: Beginning at two white oaks and a hickory at the easterly corner of James Galloway jun.rs survey No. 7734; thence N 75 W 174 poles; thence N 8 E 64 poles; thence N 85 E 61 poles to a hickory and bur oak; thence S 88 E 38 poles to two elms; thence S 24 W 212 poles to the beginning: In consideration whereof the said Holycrofs and Coolidge, jointly and severally, agree to pay to said Dun the sum of Four Hundred and one Dollars fifty cents, in the following payments, to wit: One third part thereof in hand this day, and the remainder in two equal annual payments thereafter: And when said sum of money is paid as aforesaid, together with the taxes that may hereafter accrue on said Land, the said Dun hereby agrees to ~~pay~~ convey to said Holycrofs and Coolidge, the said Land with covenants of general warranty.

As witness our Hands and Seals this first day of December 1832.

Witnesses
Robert Dun
Levi Rathbun

Walter Dun (seal)

David his Holycrofs mark (seal)

John Coolidge (seal)
per Robert Dun

Union Common Pleas

John G Dunn & James Dunn
Executors of Walter Dunn
vs Petition to convey
Dunn & Dunn & others land

Filed Oct 6. 1840
Jas. H. Gillespie Clk

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

Your petitioners John G Dem and James Dem Executors of Walter Dem decd would respectfully represent that the Testator Walter Dem in his lifetime on the first day of December 1832 sold to David Halycrop and John Coolidge of Union County, in the State of Ohio a tract of one hundred and forty six acres of land in the Waters of Darby Creek in said Union County, bounded as follows to wit, Beginning at two white oaks and a hickory at the Easterly corner of James Galloway Lent. Survey No 7734; thence N 45 W 174 poles; thence N 8 E 64 poles, thence N 85 E 61 poles to a hickory and beer oak; thence S 88 E 136 poles to two Elms; thence S 24 W 212 poles to the Beginning. For which they agreed to pay Four hundred and one dollars and fifty cents, in the following payments to wit one third part thereof in hand and the remainder thereof in two equal annual payments thereafter all which will more fully appear by the agreement of the said parties to which the complainants refer marked A and prays to be taken as part of this petition.

Your Petitioners further represent that full payment has been made for said land, and that the said David Halycrop and John Coolidge have sold, assigned and transferred said article of agreement to one John R McDowel who now holds the same.

Your petitioners therefore pray your honors to authorize them as Executors of the last Will and testament of the said Walter Dem to execute a conveyance to the said John R McDowel for said land, and for that purpose they make Dem ell Dem the widow of the said Testator, and Mary A Tompkins who is of full age and Walter A Dem and Robert G Dem who are minors, children and heirs of the said Walter Dem, defendants to this petition, and pray process against the said defendants, and that a Guardian or Guardians ad litem may be appointed to defend for Walter A Dem and Robert G Dem, and on the hearing hereof that your honors would authorize and direct your petitioners as the Executors as aforesaid to consummate the Contract of the Testator according to his written

contract referred to in this petition marked A and your petitioners are
pray &c.

John G Dean } Executors of
&
James Dean } Walter Dean dec'd

said land, with covenants of general warranty binding the estate of the said Dean according to the same contract, and it is further ordered that the said Petitioners pay the costs of this proceeding out of the estate of the said Walter Dean.

Walter Dean's Est.
vs
The Milford Lumber Co.
Petition for Conveyance
Entered.
cost $10.00
Recorded

John G Dean & James Dean
Executors of the last Will and
Testament of Walter Dean dec.
vs
The Widow heirs & devisees
of the said Walter Dean

Petition for authority
to complete real contract

This day came the petitioners and filed their petition praying authority to enable them to complete a contract entered into by the said intestate with David Halycrop & John Coolidge for the sale of the land in the petition mentioned, and Annie Dean Widow of the said Walter Dean & Mary A Tompkins one of the children and heirs of the said Walter having acknowledged service of the process by their agent and attorney in fact Geo. B Dean and filed their answer admitting that the contract set forth in the petition was entered into by the Testator and that full payment has been made for the land mentioned in said contract as set forth in the petition, and at the same time produced to the Court satisfactory evidence of his having been duly appointed the agent and attorney in fact of the said Annie Dean & Mary A Tompkins for that purpose, and the said Geo. having been duly appointed Guardian ad litem for the minor defendants, Walter A Dean & Robert G Dean by this Court and having acknowledged service of the subpoena for and on behalf of the said minor defendants, and filed the answer of the said minors, and it being made appear to the satisfaction of the Court that the said contract was made and entered into by the said Walter Dean, and that full payment of the purchase money had been made as stated in said petition, and it further appearing to the Court that the said contract have been assigned by the said David Halycrop and John Coolidge to John R McDowell. It is therefore ordered by the Court that the said John G Dean and James Dean as Executors of the last will and Testament of Walter Dean dec. on behalf of themselves and the Widow and heirs and other devisees of the said Walter Dean execute a deed of conveyance to the said John R McDowell for the

No. 40-CH-16

Union Common Pleas Court.

George Mensell
Plaintiff,

AGAINST

Alvin Randall
Defendant.

NOV 1841

~~Judg vs Deft~~
Settled

No Record.

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Record No. Page

Ex. Doc. Page

Union Com. Pleas

George Thewell
vs.
Alvan Randall et al.

Bill in Chancery
Filed Oct. 8th 1840
James H. Gill Clk

To the Judges of the Court of Com. Pleas
for Union County in Chancery sitting:—

Your orator George Kessel respectfully complains that on the 19th day of May 1840 your orator recovered judgment in the sd Court of Com. Pleas on the law side thereof against Alvan Randall for the sum of fifty dollars his damages and costs taxed at $37.63½ as will fully appear by the sd judgment & proceeding of record in the sd Court. upon which judgment execution has been issued to the Sheriff of the sd County of Union who has returned thereon that there ~~are~~ were no goods or chattels, lands or tenements of the sd Randall in the sd County whereon to levy &c. That your orator is wholly unable to make the amount due him from the sd Randall on the sd Judgment. That the sd Randall has removed out of the state of Ohio somewhere to the state of Indiana.

That one John Percell now residing in the sd County of Union is indebted to the sd Randall in the sum of three hundred dollars or upwards by notes and otherwise; which is now due & owing from the sd ~~Randall to you~~ Purcell to the sd Randall.

That the sd Randall sometimes pretends that he has assigned the sd claim against the sd Purcell ~~to his son~~ Joshua Randall, who also resides in the state of Indiana, and your orator charges that the sd assignment was fraudulently made for the purpose of defeating your orator in the collection of the sd judgment. And your orator avers that there is no property of the sd Alvan in the sd County out of which the sd judgment might be satisfied except the sd claim against the sd Percell.

your orator therefore prays that the ~~in~~ Alvan Randall, Joshua Randall ~~&~~ John Percell be made defendants hereto by due process & publication, ~~&~~ that they answer the same.

That upon hearing thereof that the ~~in~~ John Percell be ordered & decreed to pay your orator the amount due on the ~~in~~ judgment against the ~~in~~ Randall out of the money or dues in his hands due & owing to the ~~in~~ Randall -

And that your orator may have such further ~~&~~ other relief in the premises as will be agreable to equity & good Conscience -

And your orator will ever pray &c.

J. D. Powell, Sol. for Complt.

Recd of Alvan Randall by John Peirsol thirteen dollars and seventy two cents in full of my fees as Shff and witness in case of Hensel vs Randall in Union Common Pleas

June 25. 1841 R Clark Sheriff

Hensel vs Randall } Recd of Randall by John Peirsol June 25. 1841 Seventeen dollars and seven cents & a half as costs in the above case James H Lee Clk

$14.07½

For value Recd I promise to pay on demand to Jas. H. Gill or order Fourteen dollars and 7½ cents. June 25th 1841

May the 26th 1841

Received of John Sparrow cents 75
for my Court or atendence at the
Suit of Alvin Randol and George Wenill
Union County May Term 1840
Marysville Ohio

Justus M Hill

Union Com. Pleas

Geo. Wendell
vs } Sub in Chy
Alvan Randal
Joshua Randall &
John Powell

Sum 75
Mil — 50
Copy 15
$1,40

Filed Oct 2 1840
Jas. H. Linkle

Served by delivering a certified copy to John Powell & Randal and H. Randal not found
H Clark Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you to summon Alvan Randall Joshua Randall and John Percell to appear forthwith before our Court of Common Pleas within and for said County of Union at the Court House in Marysville to answer the matters and charges contained in Bill in Chancery Exhibited against them by George Hensell and that 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 8th day of Oct 1840

James H. Gill Clerk

George Kearsell

vs.

Alvan Randall
Joshua Randall &
John Percell

} Bill in Chancery.

In this Case issued subpoena returnable fortnight.

Oct. 8. 1840.

J. D. Powell Capt. Col

Recd. of Alva Randall by the notes of John Peirsol twenty five dollars — $20. part of the principal and $5.00 docket fee in the Case of Geo. Thensell vs. A. Randall in Union Com. Pleas on appeal.

May 1st 1841.

J. W. Powell pltffs. atty.

George Hensel
vs
Alvan Randall } Judgment - [illegible] May Term Union Corn.
Reas 1840

Recd of Alvan Randall by John Preiser the full amt of said Judgment in my favor and Satisfied June 2 of 1841

George Hensel

Received Twelve Dollars and fifty nine cents in full of John Pierson fees in a suit wherein George Nunes was Plaintiff and Abram Randall was Defendant

June 24th 1841

Christian Myers J P

June the 25 1841

Received of John Peirsol one Dollar and 25¢ for My part ~~for My bad~~ as witness in the Suit of A Randl & Geog Peirsol

Olive Smith
her Mark

June the 25th 1841

Received of John Pearsol five Dollars for my Costs & attendance at the suit of Avin Randolph and George Hansol Decided at the May Term 1840 Union County Maysville Ohio I say received by me

David Hill

S

S.

S Marriott
Dr to Cash
Paid on fees
fifty cents

There is a mistake of one Day S
Attendance by my Same at the justice
Re Sheeting this Suit this name is not another
Bill & Batts

May the 7 — 1841

Recd of John Persal one Dollar 25 Cents
for my Cost or Attendence at the Suit of
Alvin Randal and George Hensil
Union County May term — — 1840
on my Bill ohio — Samuel Herriott

May the 6 1841 Re Ceivd of John Pirsal
two Dallars And twenty five cents
for the use of Alvin Randle for Cast

J S Holmes

June 23d - 1841

Received of John Peirsol my fee in full as a witness in the suit between Alvin Randel and George Hensel

Aaron Gillett

No goods or Chattles Lands and tenaments found

R Clark Sheriff

Lucius Com. Plas

Geo. Thomas

vs J. F. Fa

Thos Lancaster

Damages $ 50.00

Costs 37.63½

Fees " 28.04½

Cost

Filed Oct 8th 1840

James McGee 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 19 day of May A. D. 1840

George Hensel

recovered against Alvin Randal

as well the sum of Fifty dollars dollars

and cents, for his damages, as the sum of $ 37.63 cts

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

you cause to be made the damages and costs aforesaid, with interest thereon from the 19th 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 Hensel

Clerks costs $27.04 cts

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 8th day of Oct. A. D. 1840

Attest: James H. Gill Clerk.

Chancery Case File

Case No. 1840-CH-0017

Chancery Case File

Case No. 1840-CH-0018

Chancery Case

1840-CH-0018

located with

Supreme Court Case

1842-SC-0008

Chancery Case File

Case No. 1841-CH-0001

No. 41-CH-1

Union Common Pleas Court.

W W Woods
Plaintiff,

AGAINST

Samuel Bowers
Defendant.

NOV 1841

Dis, at cost of plff.

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Ex. Doc. Page

time of signing the said receipt, on the said 29th day of December 1838; and that your Orator may have such other and further relief in the premises as equity and good conscience may require. And your Orator further prays that an injunction may be allowed to restrain the said Samuel Benton from all further proceedings upon the said judgment at law obtained as aforesaid, against your Orator, before the said William H. Franks; and to restrain the said John Hurley from proceeding, in any wise, against your Orator by virtue of the said execution now in his hands as aforesaid.

Otway Curry, Solicitor for Complainant.

The State of Ohio, Union County, ss.

W. W. Woods being duly sworn, deposes and says, that all the several matters and things, which are stated in the foregoing Bill, as from the information of others, he believes to be true; and that all the several other matters and things therein set forth are true in substance and in fact.

W. W. Woods

Sworn to and subscribed, before me, this 18th day of January A. D. 1841.

Wm H. Frank J. P.

Union Com. Pleas

W. W. Woods

vs } Bill in Eq

Samuel Benton &c

Filed Jany 22nd 1841

Wm H. Lee Clk

Copy of Bill made

Recognized

Allowed an injunction as prayed for in the bill — to be continued until further order of the Court; Order to the Plaintiff to give bond & security to the Defendant in the sum of $150.00 Dollars conditioned according to Law

Jany 18th 1841

Silas Moore

Pres Court

Recd. Book

Recd. Order

Collected

Kennedy Fees

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

A. W. Woods, of the County of Union and State of Ohio, represents that Samuel Benton of the County of Champaign and State aforesaid (and whom your Orator prays may be made defendant to this bill) had in his possession, on the 29th day of December, in the year 1838, a promissory note for the sum of seventy two dollars and fifty cents, dated on the 7th day of february in the year 1838; payable to Samuel Benton or bearer, six months after the date thereof; signed by O. B. Bissel, A. Hall, and Samuel Bradford; and bearing upon the out side thereof an indorsement of Credit to the amount of two dollars and fifty cents. And the said Samuel Benton, on the said 29th day of December in the year 1838, requested your Orator to take the said promissory note and endeavor, by suit at law or otherwise, to collect the amount thereof from the said signers thereof; and the said Samuel Benton proposed, at the same time, that your Orator should attend to the collection of the said promissory note, for him (the said Samuel Benton) and that for the agency of your Orator touching the collection of the said promissory note, your Orator should charge a reasonable compensation, which he, the said Samuel Benton would allow. And your Orator acceded to the request and proposition aforesaid, and received the aforesaid promissory note for collection, and gave the said Samuel Benton a receipt for the said promissory note, containing a clause by which your Orator was bound, at all events, to "return the note or that amount of money;" a copy of which receipt is herewith filed and made part of this bill. —

Your Orator further represents that he did commence an action at law upon the said promissory note before Sa Wood, a justice of the peace in and for the County aforesaid; but that, inasmuch as it was well believed both by your Orator and other judicious and disinterested persons, that there was but small probability that the said promissory note could be collected, your Orator did, therefore, consent to receive from O. B. Bissel, one of the makers of the said promissory note, and in part payment thereof, a certain other promissory note, made by A. G. McPherson & Co. of the County of Licking, and State of Ohio, payable to the said O. B. Bissel, to the amount of sixty dollars, and

dated on the 15th day of January 1839. And the said Ira Wood, on the trial of the said suit instituted by your orator upon the said promissory note for seventy two dollars and fifty cents signed by the said O. B. Kifel, A. Hall, and Samuel Bradford, did allow as an offset against your orator the said promissory note to the amount of sixty dollars signed by the said A. G. McRendry & Co. and the said Ira Wood, on the said trial, after allowing said offset against your orator, gave a judgment in favour of your orator to the amount of nineteen dollars and seventy eight cents, which judgment now remains (at the time of the filing of this bill) unsatisfied; and the aforesaid promissory note for sixty dollars signed by A. G. McRendry & Co. was given by your orator to John Moore a justice of the peace in & for the County of Licking aforesaid, for collection; and the said John Moore issued process on behalf of your orator against A. G. McRendry & Co. and gave a judgment in favour of your orator against the said A. G. McRendry & Co. on the said promissory note for sixty dollars signed by the said A. G. McRendry & Co. for the full amount thereof; and your orator represents that, although the said A. G. McRendry & Co. are responsible persons, still the said judgment so rendered against them remains, at the time of the filing of this bill, unsatisfied, because their property, when taken in execution by virtue of the said judgment so rendered against them, could not be sold for want of bidders. And your orator, therefore, represents that he has, as far as was possible, complied with the terms of the true original contract made between himself & the said Samuel Benton, as aforesaid, on the said 29th day of December in the year 1838, touching the collection of the said promissory note signed by the said O. B. Kifel, A. Hall, & Samuel Bradford; & that he is now ready, as far as possible, to comply with the terms of the said contract. And your orator further represents that the said Samuel Benton sues your orator before William H. Frank, a justice of the peace in and for the County of Union aforesaid, upon the said receipt, given by your orator to the said Samuel

Benton for the said promissory note signed by O. B. Leffel, A. Hall, and Samuel Bradford, and obtained judgment upon the said receipt, before the said William H. Frank, on the 15th day of May 1840 for the sum of Seventy six dollars, & five cents, for which amount, & costs of suit, an execution was issued by the said William H. Frank against your Orator on the 16th day of January 1841, and which execution is, at the time of the filing of this bill in the hands of John Hurley, a Constable of the Township of Paris in the said County of Union, (and whom your Orator prays may also be made a defendant to this bill) and your Orator represents further that at the time of signing the said receipt by virtue of which the said Samuel Benton obtained the said judgment for the said sum of Seventy six dollars, & five cents, he was wholly mistaken as to the legal effect thereof; & did in fact think that the said receipt would bind him (your Orator) only to truly endeavor to collect said promissory note signed by O. B. Leffel, A. Hall, and Samuel Bradford, by suit at law, or otherwise, for the said Samuel Benton, and that not at the risk of your Orator; such being, as is well known to the said Samuel Benton, the original intention and construction of the agreement between your Orator & the said Samuel Benton, made on the said 29th day of December 1838, touching the collection of the said promissory note signed by the said O. B. Leffel, A. Hall, & Samuel Bradford.

Your Orator, therefore, being wholly without remedy at law, prays that a writ of Subpoena may issue against the said Samuel Benton, and the said John Hurley, and that they may be compelled to answer all and singular the premises. And your Orator further prays that on the final hearing of this cause the unjust agreement contained in the said receipt upon which the said Samuel Benton obtained judgment, as aforesaid, against your Orator, before the said William H. Frank, may be decreed to be cancelled and set aside; and that the parties thereto may be decreed to observe and abide by the true original agreement, according to what is herein before shown to have been the intention of the said Samuel Benton and your Orator, at the

Union Com Pleas

Samuel Benton
ads } Dem
Wm W Woods

Filed August 5. 1841

James H Gill Clk

Samuel Burton Pltf
vs
Wm W Woods Defdt

In Chancery Micr Com Pleas

and the said Burton comes and demurs to said bill of the said Wm W Woods and for cause of demurrer shows that the said Woods by his said Bill has not made such a case as entitles him to any relief against him this Defdt wherefore and for other good causes he the said Burton demurs to his said bill and prays the Judgment of the Court whether he shall be compelled to make any further answer to said Bill and that he may be dismissed with his costs

By to Lawrence his Sol

Union Com. Pleas

W. W. Woods
vs } Writ of Sub
Samuel Benton
& John Hurley

Served by Copy on
John Hurley & Samil
Benton not in Union
County.

Fee, Service	.35
Copy. —	.10
Mileage	.05
	.50

W W Steele Shff
Union County

The State of Ohio Union County ss
To the sheriff of said County Greeting
We command you to summon Samuel Benton and John Hurley 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 answer the matters and charges contained in a ~~Petition~~ bill in Chancery Exhibited against them by W. W. Woods upon which has been allowed an injunction staying further proceeding on a Judgment obtained on the docket of Wm H Frank a Justice of the peace for said County on the 15th day of May A.D. 1840 for the sum of $76.05 & costs in favor of the said Samuel Benton and against the said W. W. Woods. 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 of Com. Pleas. at the Court House in Marysville this 22nd day of May. 1840

James H. Gill Clerk

Union Common Pleas

W W Woods
vs } Sub in Dly
Samuel Benton &
John Hurley

March 24th
Served personly on Saml
Benton, - John Hurley
not found -

Shff's fees

1 Copy	18
Serving	35
13 miles	65
	$1.18

John Owen Shff
Off: P. R. Colwell D.S.
Filed April 2. 1845
Thos H Lincoln Clk

The State of Ohio Union County ss

To the Sheriff of ~~Union~~ Champaign County Greeting

We command you to summon Samuel Benton & John Henley to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in Marysville on the first day of next Term to answer the matters and charges contained in a bill in Chancery exhibited against them by W. W. Woods upon which has been allowed an injunction staying further proceedings on a Judgment obtained on the docket of Wm H. Frank Esq a Justice of the peace for said County of Union on the 15th day of May 1840 for the sum of $76.05 & costs in favor of the said Samuel Benton against the said W. W. Woods 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 aforesaid this 22nd day of January 1841 James H. Gill Clerk

Union Com. Pleas

W. W. Woods

vs } Bond Inj

Samuel Benton

& John Hanley

Filed Jany 22. 1841

Nat. H. Gill Clerk

Know all men by these presents that We W. W. Woods and
Alex Stilings are held and firmly bound unto
Samuel Benton in the sum of one hundred and fifty
dollars to the payment of which we jointly and severally
bind ourselves our heirs Executors and administrators sealed
with our seals and dated this 22nd day of Nov. 1861
The condition of the above obligation is such that whereas the
above named W. W. Woods has obtained an allowance of an
Injunction in the Court of Common Pleas of the County of
Union and State of Ohio to stay all further proceedings
upon a judgment obtained on the docket of William H.
Frank a Justice of the peace in and for the County of Union
& State of Ohio on the 15th day of May A.D. 1860 for the sum of Seventy
Six dollars and five cents & costs, (said Judgment was obtained
by said Samuel Benton against the said W. W. Woods)
until the matter thereof can be heard in equity. Now if the said
W. W. Woods shall pay all moneys and costs due or to become due
from him the said W. W. Woods in said Judgment at Law
and all moneys and costs which shall be decreed against the
said W. W. Woods in case said injunction shall be dissolved
then this obligation shall be void, otherwise in full force &
virtue in Law

W. W. Woods Seal

Approved by me
Chas H. Gill Clk

Alexander Stilings Seal

Filed Jany 22, 1840
Jas. H. Gillespie Clk

Rec'd Marysville Dec 29 1838
of Samuel Benton one note given by Lifsel and Hall secured by Samuel Bradford, calling for seventy two dollars and fifty cents; and two and fifty cents received on the within note, and this is to testify that I W. W. Woods promise to return the note or that amount of money.

W. W. Woods.

I certify that the above is a true copy of the original receipt, now on file in my office. Given under my hand and seal this 19th Day of January A. D. 1841.

Wm H. Frank J.P. (Seal)

Wm H Frank is an acting J.P.
S. H Reid Clk

I admit all the above allegations T. B. Lawrence Sol for Defts

Chancery Case File

Case No. 1841-CH-0002

No. 41-CH-2

Union Common Pleas Court.

James W Evans
Plaintiff,

AGAINST

Christian Gorel,
Defendant.

NOV 18 41

NOV 18 41

Dismissed

Journal 2 Page 349

Record No. 3 Page 534

Ex. Doc. Page

Union Com Pleas
James N. Evans.
vs Injunction Bond
Christian Gowl &
W. W. Steele.
Filed Febr 3d 1841
Saml. H. Gill clerk
cost bill made
Recorded

Know all men by these presents that we James W. Evans and Cyprian Lee are held and firmly bound unto Christian Goul and W. W. Slate in the sum of four hundred dollars to the payment of which we jointly and severally bind ourselves our heirs Executors and administrators Sealed with our seals and dated this 3d day of February A. D. 1841

The condition of the above obligation is such that whereas the above named Jas. W. Evans has obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a judgment obtained in the same Court of Common Pleas by the said Christian Goul against Stephen McCain at the October Term thereof A.D. 1840 for the sum of two hundred and Eleven dollars damages and the sum of $8.18 costs until the matter thereof can be heard in equity. Now if the said Jas. W. Evans shall pay all moneys and costs due or to become due from the said Stephen McCain in said Judgment at law and all moneys and costs which shall be decreed against the Jas. W. Evans in case said injunction shall be dissolved then this obligation shall be void otherwise in full force and virtue in law

James W. Evans (Seal)

Approved by me
Feb. 3. 1841 Jas H Fitch Clk

Cyprian Lee (Seal)

Union Com. Pleas

Nat. W. Evans

vs } Sub in Eq

Christian Coul &

W. W. Steele

Filed Feb. 3. 1841

Jas. H. Ewing Clk

Feb 3d 1841

I acknowledge service

on the within writ

W W Steele

Injunction allowed

& bail given

Jas. H. Ewing Clk

The State of Ohio Union County S.S.
To the Sheriff of said County Greeting
We command you to summon Christian Goul and W.M. Stute 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 answer the matters and charges contained in a bill in Chancery Exhibited against them by Jas. W. Evans and this this 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 3d day of February A.D. 1841

Jas. H. Gill Clk

Copy of letter from
McLain to Evans.

Tilla March 8. 1841

Sat. H. Geiselle

Know all men by these presents, that I Stephen McLain am held and firmly bound unto James Evans in the penal sum of Nine hundred dollars, to the payment of which I bind myself my heirs executors, and administrators jointly and firmly by these presents sealed with my seal and dated this 3d day of May 1837.

The Condition of the above bond is such that whereas the above bounden Stephen McLain hath sold unto the said Evans a lot of land known by in lot No. 15 in the Town of Mansville, for the sum of ($469) four hundred and sixty nine dollars, for which he has this day executed his two several notes, one for 257 dollars payable the first day of November next & the other for 212 dollars payable the first day of May 1838. Now, if, upon the payment of the said two notes, at the times specified, if the said Stephen McLain doth make and convey the said property unto him the said Evans by good warranty deed, then this bond to be null and void, otherwise remain in full force and virtue.

Attest,
O. Winget.

Stephen McLain

Copy of title bond.
Cond to McLain.

Filed March 8. 1840
Thos H Lieuelle

Know all men by these presents that I, Christian Gowl, am held and firmly bound unto Stephen McLain In the sum of four hundred Dollars, lawful money, to the payment of which, well and truly to be made, I bind myself my heirs, executors, and administrators firmly by these presents sealed with my seal and dated this 9th day of January A. D. 1836.

The Condition of the above bond is such that whereas the above bound Christian Gowl has sold unto Stephen McLain In Lot No. 15 in the Town of Marysville with all improvements thereon for which said Stephen McLain has heretofore paid $225, and has this day executed his note for the further sum of Two Hundred dollars, payable to said Christian Gowl One Day after the Date, Now, on the full payment being made by said McLain to said Christian Gowl, If said Christian Gowl does well and truly convey said lot with the privileges & appurtenances to said McLain, by a good and sufficient general warranty deed, then this bond shall be null and void. Else in full force & virtue both in law and equity.

Christian Gowl (Seal)

Attest
Silas G. Strong.

Evansville Bonds
S. McLain

A

Filed July 8th 1840
Jas. H. Lee Clerk

Know all men by these presents that I Stephen McLain am held and firmly bound unto James Evans in the penal sum of nine hundred dollars to the payment of which I bind myself my heirs executors and administrators jointly and firmly by these presents sealed with my seal and dated this 3rd day of May 1837.

The condition of the above bond is such that whereas the above bound Stephen McLain hath sold unto the said Evans a lot of land known by inlot No. 15 in the Town of Marysville for the sum of ($469) four hundred and sixty nine dollars for which he has this day executed his two several notes one for 257 dollars payable the 1st day of November next and the other for 212 dollars payable the 1st day of May 1838. Now if upon the payment of the said two notes at the times specified if the said McLain doth make and convey the said property unto him the said Evans by good warranty deed then this bond to be null and void otherwise remain in full force and virtue.

Stephen McLain

Test
C Winget

Copy of Notes of hand.

Evans to McLain.

Selma March 8. 1840

Jas. H. Gillette

On or before the first Day of May 1838
I promise to pay Stephen McLain or Order Two
hundred and Twelve dollars value recd. May 3d 1837.

James W. Evans.

On or before ~~the first~~ Day of November next
I promise to pay Stephen McLain or order the
sum of Two hundred & fifty seven Dollars, value
recd. May 3d 1837.

James W. Evans.

And your Orator prays that on the final hearing of this Cause he may be quieted in the title and possession of the said premises upon the performance of such things as your Honor may require at his hands; and that he may have such other and further relief as equity and good Conscience may require.

And your Orator further prays that an injunction may be allowed to restrain the said Christian Gowl from all further proceedings upon the said judgment at law; and also to restrain the said W. W. Steele from, in any wise, proceeding with the said execution.

State of Ohio, Union County ss.

I, James W. Evans, being duly sworn, depose and say that all the several matters and things which are stated in the foregoing Bill, as from the information of Others, a verily believe to be true; and that all the several other matters and things therein set forth are true in substance and in fact.

Sworn to and subscribed before me, this 2d day of February 1840.

Otway Curry Clerk
Mayor of the Town
of Marysville

I allow an injunction as prayed for in this Bill, to be continued until the further order of the Court; and upon the plaintiff to give bond and security to the defendant in the sum of four hundred dollars, conditioned according to law.

February 2d 1841

John Baldwin
Associate J.

Filed Feb. 2nd 1841
Chas. H. Lee Clk

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

James W. Evans, of the County of Union and State of Ohio, represents that Christian Gowl of the County of Champaign and State of Ohio, (and whom your Orator prays may be made defendant to this Bill) on the 9th day of January 1838 was seized in fee simple of a certain lot of land, known as Lot No. 15 in the Town of Marysville in the said County of Union; and the said Christian Gowl on the 9th day of January 1838 executed and delivered to Stephen McLain of the said County of Union his bond for a conveyance in fee of said premises; and the said Stepen McLain on the 3d day of may 1837 exe= cuted and delivered to your Orator his bond for a conveyance in fee of the said premises, in consideration of two notes of hand given to the said Stephen McLain by your Orator, the one for $257,00 payable November 1, 1838, and the other for $212,00 payable May 1 1838, (Copies of all of which afore= said bonds and notes of hand are herewith filed and made part of this Bill) and the said Christian Gowl, at the October term for 1840 of the Court of Common pleas for said County of Union obtained a judgment at law against the said Stephen McLain for the sum of two hundred and twenty one dollars; = and the said Christian Gowl on the 1st day of February 1841 executed and delivered to the said Stephen McLain a conveyance in fee of the said premises; and W. W. Steele sheriff of said County of Union, who held in his hands an execution issued against the said Stephen McLain under the said judgment obtained against him by the said Christian Gowl and which execution bears date November 17th 1840 (and which said sheriff W. W. Steele, your orator prays may also be made defendant to this Bill) did on the 1st day of February 1841 proceed to levy said execution upon the said premises; and the said Stephen McLain, to whom your Orator had long previously paid the full amount of the afore said notes of hand, executed and delivered to your Orator a conveyance in fee of the said premises on the 1st day of February 1841. — And your Orator fur= ther represents that he is ready and willing to perform all things which your honors in your wisdom may require him to do, in order to quiet him in the possession and enjoyment of said premises.

Your Orator, therefore, prays that a writ of Subpoena may issue against the said Christian Gowl and W. W. Steele, and that they may be compelled to answer all and singular the premises; —

Union Com Pleas

James W. Evans

vs. Answer

Christian Gowl &

Wm. W. Steele

Filed April 12, 1841

Jas. M. Gice Clk

The Hon Judges of the Court Com Pleas of Union County
For Chancery Sitting

The Answer of Wm W Steele, to Complainant James W Evans Bill against Christian Gowl & this Respondent

This Respondent For Answer Comes & says, that the matters & things Charged in said Bill against this respondent, in Substance are true that on the first day of February AD 1841 this respondent had by virtue of his office, an Execution in favor of said Gowl & against the Stephen McLain, which Execution was levied upon Lot No 15 — by the order & direction of the said Gowl who was plaintiff in said Execution, that said levy was made about One O Clock PM of said day and this respondent as Sheriff Proceeded to advertise said lot, agreeable to the requirements of the Statute in such Cases made and provided. And this ~~the~~ Respondant (~~who~~ denies all fraud, — but was governed with honest motives in the legal discharge of his official duties) prays to be disniefed with his reasonable Costs

Wm W. Steele

Sworn to and Subscribed this 12th day of April AD 1841

James Turner J.P.

Mun Com Reas

T Gowl
ads } Answer
J W. Evans
Filed August 5. 1861
Thos H. Gill Clerk

4.25
2.69
6.94

The separate answer of C. Gowl to the bill of Complaint exhibited against him by James W Evans in Union County Court of Common Pleas

This Defendant now comes and for answer to said bill or so much thereof as he is advised is material for him to answer. Says that he admits the Charges in said bill contained so far as the title and sale of said Lot is stated but charges that before Compst bought of Beecher he well knew the lien of Defendant on said property for the purchase money and this defendant here charges that the subject matter of the Judgment in favor of this defendant vs McClain was a part of the purchase money due this Defendant from said McClain for the said Lot and that the Levy was made on the said property before the same was deeded to Compst This Defendant further charges that he is informed and believes that he this Deft. is without remedy as to the collection of his debt due to him for said lot unless he can hold the lien upon the same in consequence of the inability of the said McClain to pay the same and having thus fully answered he prays to be dismissed with his reasonable costs &c

C Gowl
By W C Lawrence his Sol

State of Ohio Union County ss Personally appeared Christian Gowl who being duly sworn says that the matters and things in the foregoing answer are true in substance and in fact as he verily believes

Christian Gowl

June 12. 1841.

Sworn to and subscribed before me this 12 day of June 1841.

Wm H. Franks J.P.

Union Com Pleas

Nat. W. Evans
vs } Sub. in Chy
Christian Goul &
W. W. Stute

personally served on
Christian Goul by copy
feb. 15th 1841
John Owen Shff C.C.

fee. writ — 1.35
copy — 15
12 miles — 60
$1.10

Stute not found
Jno. Owen Shff

Filed March 24. 1841
Nat H Gilchrist

The State of Ohio Union County ss

To the sheriff of Champaign County Greeting

We command you to summon Christian Seul and Wm. Stute 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 answer the matters and charges contained in a bill in Chancery exhibited against them by Nas. W. Evans and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ

Witness Nas. H. Gill Clerk of said Court at the Court House in said County this 3d day of February 1861

Nas. H. Gill Clerk

Chancery Case File

Case No. 1841-CH-0003

No. 41-CH-3

Union Common Pleas Court.

Johnson Edward P.
Plaintiff,

AGAINST

Alford Heacock et al
Defendant.

NOV 1841,

Decree for plaintiff

Journal 2 Page 344

Record No. 3 Page 530

Ex. Doc. Page

Union Com. Pleas
April Term 1841

Edward P. Johnston
vs.
Alfred Peacock et al

Bill in Chancery.

Filed April 7. 1841
Thos. C. Gill Clk

cost bill made
Recorded

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

Your Orator Edward P. Johnston of the said County respectfully represents that sometime in the month of April 1839 your orator sold to Alfred Peacock now of Harrison County a tract of land situate in the said County of Union, hereinafter more particularly described, and in pursuance of such sale your orator and the said Peacock entered into a written contract for the sale of the said land dated the 11th day of April 1839 and signed & sealed by both of the said parties and now herewith shown to the Court; by which written agreement your orator sold the said land to the said Peacock for the sum of $4.00 per acre of which purchase money the said Peacock was to pay your orator the sum of $300 down, and the residue when your orator should execute to the said Peacock a deed with relinquishment of dower; but to pay two thirds of the purchase money within thirty upon the execution of your Orators own deed (the said $300. to be included in the said two thirds) and the residue or remaining one third to be paid upon tender of the relinquishment of dower. The said land was to be surveyed by your Orator, and accordingly afterwards in the said month of April (23rd day) 1839 your orator procured the said land to be surveyed and was found to contain 295. acres and the land is thus described

situate in Mill Creek Township in said County, beginning at a stake in Mill Creek road corner to land bought of Miles Skinner, thence with said road S. 35° W. 8 poles & 6 lks. to a stake said Skinner's corner, thence with Skinners line S 18° E. 80 poles to a beech & sugar tree, corner of said Skinner, thence N 87-35. E. 144½ poles to two ironwood & sugar tree all down, thence N. 7° W 132 poles to a stake in the Columbus road, thence with said road N 59° W. 44 poles to a stake thence with an angle of said road N. 81° W. 44 poles crossing Mill Creek road to the center of the Columbus road.

and your orator thereupon executed his own deed to the said Peacock conveying to him in fee the said land and received from the said Peacock the two thirds of the purchase money including the said $300 amounting to the sum of $786.67 leaving the sum of $393.33 to be paid upon the execution of the relinquishment of dower. And your orator afterwards to wit on the first day of October 1839 offered to execute to the said Peacock in due form a relinquishment of dower upon the payment of the residue of the said purchase money, which the said Peacock absolutely refused to pay.

And your orator further represent that the said Peacock has sold the said land and conveyed the same in fee to Edward Morris of the said County of Union who is now in the use & occupancy of the said land who also refuses to pay the said residue of the said purchase money upon the ~~pay~~ delivery of the said relinquishment of dower in due form executed by the wife of your orator.

Your orator therefore pray that the sd Alfred Peacock & Edward Morris be made defend=-ants hereto & that they answer all and singular the premises, and that they or either of them be decreed to pay to your orator the sd residue of the sd purchase money and interest thereon, and in default thereof that the same be a lien on the sd land, and the sd land subjected to the payment thereof by sale &c.

And that your orator have such other & further relief in the premises as shall be agreeable to equity & good conscience.

And your orator will ever pray &c.

J. S. Powell Complt. Sol.

Union Com. Pleas

Edwd P. Johnston

vs

Alfred Heacock

Edwd Norris

Filed April 7. 1841

Jas. W. Gill Clk

Court of Com. Pleas

Marriage

Union County, Ohio

Ann S. Johnson

Union County Com. Pleas April Term 1841.

Edward P. Johnston
vs.
Alfred Theacock & Edward Norris } Bill in Chancery.

Issue Subpoena for Edward Norris to Sheriff of Union County & for Alfred Theacock to Sheriff Harrison County.

April 1st 1841. J. W. Powell Complt. Sol.

Edward P. Johnston &
Ann S. Johnston his wife

Deed } To

Alfred Peacock

Filed Nov. 3. 1841

James H. Gillelth

Know all persons by these presents that Edward P. Johnston & Ann S. Johnston (by T. W. Powell their attorney in fact whose power of attorney is found records in the Recorder's office in Union County Vol. 7. Page 216, and in Vol. 8. Page 23.) for & in consideration of the sum of four hundred dollars to them paid by Alfred Peacock do sell, relinquish, release and forever quit claim all right and title to him the said Alfred of, in and to a certain lot or tract of land situate in Union County, Ohio. Containing about 295 acres situate in Mill Creek Township in the said County particularly described in a deed executed by Edward P. Johnston to the said Alfred Peacock on or about the 23d day of April 1839. to the said Alfred Peacock his heirs & assigns forever. Witness the hands & seals of the said Edward P. Johnston and Ann S. Johnston his wife this 7th day of April 1841.

Signed, sealed & delivered in the presence of
Isaac Crawford
Albert Blackburn

Edward P. Johnston (Seal)
Ann S. Johnston (Seal)
By T. W. Powell their attorney.

Union County, ss. On this 3d day of November 1841. personally appeared the above named Thomas W. Powell as the attorney for Edward P. Johnston & Ann S. his wife the grantors in the foregoing deed and duly acknowledged the same to be their voluntary act and deed duly executed for the purposes therein expressed.

Before me William B. Irwin
Justice of the Peace

Recd this writ Schuyler Co. 18 42 and on the 18th day of April 1842 I made the within mentioned Parties Alfred Hewitt

Fees Writ	.35
Mileage	1.00
Commission	8.00
Docketing	1.00
	$10.31

Wm Stassell Sheriff
H.C.A.

E & Dock. No 1. Page 126

Edward P. Johnston
v
Alfred Hewitt

Damages	$421.00
Costs	12.31½
Writ	.41

Filed Apl 26. 1842
Ralph F. Gillette Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF ~~said~~ Harrison COUNTY, GREETING:

WHEREAS, at a Court of Common Pleas of said County, begun and held at the Court House in Marysville on the third day of November A. D., 1841 Edward P. Johnston

recovered against Alfred Heacock By Decree

as well the sum of Four hundred and Twenty one dollars and cents, for damages, as the sum of $12.21½ for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods and chattels, and for want thereof, of the lands and tenements of the said Alfred Heacock

you cause to be made the damages and cost aforesaid with interest thereon from the third day of November A. D., 1841. until paid. Also, the sum of $0.41 the costs of increase on said judgement, and the accuring 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 Edward P. Johnston

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 29th day of January A. D., 1842

Attest: James H. Gill CLERK.

thence with said road N 58° W three poles to the line of a lot formerly owned by Alvan Randall thence with said Randalls line south Eighty one degrees west Ninety six poles to an ash an Elm said Randalls corner thence with another of his lines north eighteen degrees west Ninety one poles to a beech said Randalls corner and also corner to a lot bargained to Olive Kent thence with her line South Eighty degrees west fifty poles to a hickory corner to a lot of William McCawley thence with his line South Eighteen degrees west Ninety and one third poles to a stake corner to said McCawley thence with his line passing his corner South Eighty degrees west One hundred and fifty one poles to a hickory in the Original line of said Survey thence with said line south thirty one degrees East Ninety one poles to a hickory corner to a lot bargained to John J Kelly thence with his line passing his corner North Eighty one degrees East one hundred and forty six poles to a Stake corner to said Skinner thence with his line North thirty degrees west seventeen poles to a stake corner to said Skinner thence with his line south seventy eight degrees East forty one poles to a beech and ash another of said Skinner corners thence with his line south sixty two degrees East ten poles to the Beginning containing two hundred and Ninety five acres more or less

Union Com. Pleas

Edwd. P. Sebastian

vs

Solomon Morris &

Alpha Hancock

Filed Nov. 3. 1841

Jas. M. Liccelle

August 12th A D 1841 I served this on the within named by leaving at his house a certified copy of this writ

Wm. Kelly Sheriff

Sheriff fees

Service 35

Mileage 100

Copy 15

$1.50

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Hamison COUNTY, GREETING:

We command you that you summon Alfered Peacock

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 the next term of the said Court

to answer the matters and charges contained in a Bill

in Chancery exhibited against him & Edward Norris by

Edward P. Johnston and this you 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 24th day of June A. D. 1841.

James H. Gill Clerk

Union Com. Pleas

Edward P. Johnston

vs } Sab in Cly

Alfred Hancock

Edward Norris

Served by leaving a Certified Copy at the residence of Edward Norris. April 12. 1841

W M Steele Shff

Service —	35
Mileage —	70
Copy —	10
	$1.15

Filed April 13. 1841

Chas M Guelle

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Alfred Heacock and Edward Norris

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 answer the matters and charges contained in a Bill

in Chancery exhibited against them _____ by

Edward P. Johnston _____ 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 Eighth day of April A. D. 1841.

James H. Gill Clerk

No. 41-CH-4

UNION COMMON PLEAS COURT.

Sanford W. Spain et al
Plaintiff

against

Daniel W. Spain et al
Defendant.

Oct 3d 1844. Decree for Partition.

Journal 3 Page 266

Record No. 4 Page 319.

Ex. Doc. Page

SHORT & FORMAN, Printers, Cleveland, O.

Union Com Pleas

Sanford W. Spain et als
vs
Daniel W. Spain et als

Petition for partition

Filed April 13. 1841
Sas W. Gill Clk

1843

Cost Bill made

Recorded on pages 319. 20. 21
Vol 4. Union Com Pleas
Records -
John Cassil. Clerk

Issue Subpoena to the Sheriff of Union County
Clk Com Pleas
Union Co

To Coldwell

To the Honorable the Court of Common Pleas when in Chancery sitting Your Petitioners Milly Spain and Paschal Spain her husband, Sandford W. Spain and Dolly Spain of the County of Union would represent that some time in the year 1831 Daniel Spain of sd County died holding by bonds since convey to the Hus seized of the following described lands viz Beginning on Darby Creek East Bank at a sugar tree and hickory, thence South 37° E 18 poles & 6/10 to a sugar tree thence N. 52° E. 202 poles to 2 dogwoods and maple thence N. 37° W 132 & 6/10 poles to 4 sugar trees & Whiteoak thence South 53 W. 218 poles to Darby Creek at 2 elms 2 oaks and hackberry & walnut thence down with the meanders of the creek 140 polls to the Beginning containing 169 acres and parts of Surveys No 3681 & 3749 & No 2833
That the said Daniel died leaving Agnes Spain his widow to whom during her life the said lands were devised, that she died in the year 1839. that by the will and laws your petitioners together with Daniel W. Clemmons and Levi E. Spain Minors heirs of Daniel Spain decd are entitled to partition share and share alike that is Milly Spain formerly Milly Spain and daughter of Daniel Spain decd with Paschal Spain her husband one share Sanford W. and Dolly Spain each one share & to each of the minor heirs aforesaid one share
The prayer of your petitioners therefore is that the sd Daniel W. Clemmons & Levi E. Spain may be made defendants to this application and that partition may be made giving to each of your petitioners one sixth part of said land according to quality and quantity as provided by statute and your petitioners pray &c the and further relief in the premises and as in duty bound will ever pray &c

By Jos C. Lawrence their Solr

Union Com. Pleas

J. W. Spain

vs

Daniel W. Spain et al

Writ of Partition

Filed Oct 3d 1844

John Cassil C/R

We the undersigned Commissioners, appointed by the Court of Common Pleas of Union County Ohio, to Partition and assign to Levi E Spain Sanford N. Spain Emelia wife of Pascal Spain Daniel N. Spain & Clemins Spain. each one Fifth part of 169 acres of land Surveys Nos 3681. 3749. & 2833. - after being sworn by Wm N. Steele Sheriff of Union County Ohio upon view of the premises, we do assign & Sett off the above parties entitled thereto, in the following Manner, viz. To Clemin Spain 38 acres - Commencing at the N E corner of said 169 acres, thence S. 37 E. 66 3/10 poles, from thence & from the Beginning so as to include Thirty Eight acres, to Levi E Spain from a Stake ~~66 3/10 poles from~~ the Corner of Clemin Spains in the Back line of said 169 acres, thence S 37 E. 66 3/10 poles to the S. E. corner of said Tract, from thence & from the Beginning, with Clemins South line so as to include 38 acres, To ~~Paschal~~ Emelia wife of Paschal Spain, 28½ acres. Commencing at a Stake the South West corner of Levi E. Spains land, thence S 52 W. to the S. W. corner of 169 acres on Darby Creek, from thence & from the beginning so as to include 28½ acres, To Washington Spain 29½ acres, bounded South by Paschal Spains land East by the line of Levi E. & Clemins Spain, ~~by~~ on the North by Sanford Spain & on the West by Darby Creek, To Sanford N. Spain 33½ acres, Beginning at the upper corner on the Creek, being the N.W. corner of said 169 acres ~~from~~ thence ~~on the N line to Clemens Spains land~~, & with the meanders of the Creek from the Beginning to Washington Spains land thence with his N. line to Clemens Spain, thence with his N. line to the N line of said 169 a. tract - thence with said N line to the Beg. all of which is Respectfully Submitted

Abraham Polycroft John Epes E. M. Crary

Union Com Pleas

Sanford W Spain et als

vs

Daniel W Spain et als

Writ of Partition

I have Executed the Commands of the within writ by the Oaths of the Commissioners named therein. Oct 3d 1844 Whose report is here with returned

Wm W Steele Sheriff

Serv 1.00
Mile .50
1.50

The State of Ohio Union County ss

To the Sheriff of said County Greeting We command you that without delay, by the oaths of Abraham Holycrofs. E. W. Crary and John Epps you cause partition of the land following real estate, to wit; Beginning on Darbys creek East Bank at a Buckeye sapling tree and hiccory thence South 37° E 18 poles & 6/10 to a Sugar tree thence N 52° E 202 poles to 2 dogwoods and Maple thence N 37° W 132 & 6/10 poles to 4 sugar trees & White oak thence south 53 W. 218 poles to Darbys creek at 2 Elms 2 oaks and hacberry & Walnut thence down with the Meanders of the creek 140 poles to the begining containing 169 acres and parts of Surveys No 3681 & 3749 & No 2833. to be made ~~as the following~~ owing persons and in the following proportions to wit to Levi E Spain one equal fifth part, to Sanford W. Spain one equal fifth part, to Pascal or Emelia Spain one equal fifth part, to David W. Spain one equal fifth part & to Clement Spain one equal fifth part. And that your proceedings in the premises, you distinctly certify, under your hand, to our Court of Common Pleas within and for the said County of Union together with this writ

Witness John Cassil Clerk of our said Court this 2nd day of October A D 1844

John Cassil Clerk

Minor Com Plea

D. M. Spain et al

vs

S. M. Spain et al

Answer

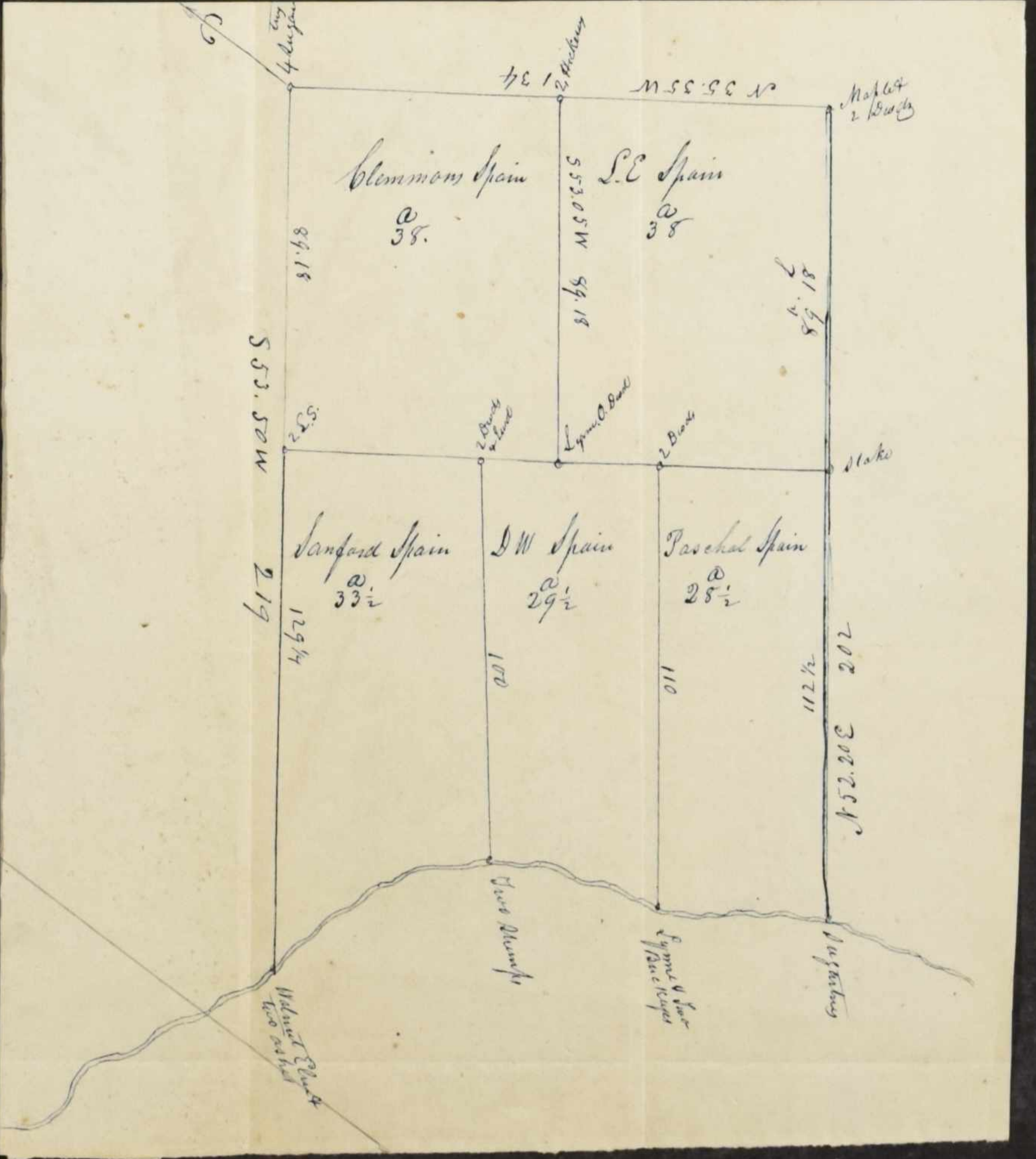
Filed Oct 20th 1844

John Lamie Clerk

The Joint answer of Daniel W Spain, Clem mons Spain and Levi Spain Minor to the petition filed vs against them by Sanford W Spain et als for partition

These Defendants now come and con sent to the prayer of the petitioners and submit the case to the Court By O B Cole

Their Guardian
ad litem



Clemmons Spain
@ 38.
L.E Spain
@ 38
Sanford Spain
@ 33½
DW Spain
@ 29½
Paschal Spain
@ 28½
N 35.35 W
134
2 Hickory
Maple &
2 Dwds
4 Dogwood
S 53.50 W
219
89.18
2 S.S.
S 53.05 W 89.18
89.18
2 Dwds
& Locust
Sycamore O. Dwd
2 Dwds
Stake
129¼
100
110
112½
202
N 52.20 E
Walnut Elm &
two ashes
Sugartree

N 35.35 W 134
S 53.50 W 219
N 52 W 202

26
21
15
9

Union Com. Pleas

Sanford W. Spain et al's
vs } Sub in chy
Daniel W. Spain et al's

Served by leaving a certified
copy at the residence of
each of the Defendants
Apl 14. 1841 W. M. Steele Shff

Service — — 75
Mileage — 50
Copys — 45

Filed April 15. 1841
James W. Gill
Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Fanie W. Spain Clemmons Spain & Lori E. Spain

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 answer the matters and charges contained in a petition

in Chancery exhibited against them by Molly & Paschal Spain her husband by Sanford W. Spain & Dolly Spain 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

eighteenth day of April A. D. 1841.

Jas. H. Gill Clerk

A true copy of Original writ

Sheriff Union County O.

Chancery Case File

Case No. 1841-CH-0005

No. 41-CH-5

Union Common Pleas Court

Cadwallader Wallace
Plaintiff,

against

John Williams et al
Defendant.

APR TERM 1844

Decree for Pltf

Journal 3 Page 207

Record No. 4 Page 267

Ex. Doc. Page

C. Wallace

v

John Williams et al

Petition in Chancery —

Filed April 16, 1861

Decl. No. Eee 6th

Cost bill made

Recorded

Mason & Torbert Sol.

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

Your Petitioner Cadwallader Wall a Citizen of this State humbly compl aining shewetth unto your Honors that he is now and for many years past he has been a deputy Surveyor duly appointed as such within & for the District known as the Virginia Military reservation lying between the Scioto and Little Miami Rivers in this State, and that as such Deputy Surveyor he caused an Entry No 3473 of four hundred acres of land to be made for and in the name of one John Williams in virtue of a Military land warrant No 1036 in that part of the District aforesaid which now lies within the said County of Union and afterwards to wit on or about the 15th day of August 1831 he caused said Entry to be surveyed and a plat of said Survey No 3473 to be duly returned to the office of the Principal Surveyor for said District which tract of four hundred acres of land so returned and surveyed as aforesaid is bounded and described as follows namely Beginning at a stake North west corner to Edward Stubblefield's Survey No 9901 & 10780 thence S 78 W 40 poles to a stake North east corner to Robert C. Bruce's Survey No 11043 thence S 12 E 160 poles to a stake South East corner to said Survey, thence S 78 W 200

poles to a stake Southwest corner to said Survey, thence S 12° E 240 poles to a stake in the Greenville Treaty line, thence N 78° E 240 poles to a stake Southwest corner to Stubblefield's said Survey, thence N 12° W 400 poles to the beginning as will more fully appear by copy of the plat of said Survey marked (A) and to which for greater certainty herein your Petitioner refers and prays that the same may be taken as part of this his petition. And your Petitioner further states besides making or causing to be made the Entry and Survey aforesaid he has fully paid all the ~~charges~~ expenses incident to effecting said survey ~~and also for that have arisen to accrue on account of said Entry and Survey~~ for which services and payments he has hitherto received no compensation or reimbursement whatever but for which he claims and believes he is entitled to receive according to the well established custom & usage in such cases one fourth part of the said tract of land as the Locator's share.

Your Petitioner does not know in what state or place the said John William resides, nor does he know whether he is living or dead, and if deceased who are his heirs or other legal representatives or where they reside.

Your Petitioner therefore prays that the said John Williams may if living be made defendant or if deceased that his unknown heirs or other legal representatives, may be made defendants to this his petition, and

that notice of the pendency & prayer thereof may be given to him or them by publication, and he or they required to answer the same, according to the statute in such case made and provided. And your Petitioner further prays that the title to one fourth or some other just and equitable part of said tract of land may by the decree of your Honors be vested in him, and that the same may be assigned and set off to him by metes and bounds to be held in severalty. Or that your Petitioner may have such other & further relief in the premises as may be consistent with equity & good conscience

Mason & Forbes Sol
for Petitioner

State of Ohio Union County ss
~~in open Court~~ D. L. Forbes personally appeared in open Court & D. L. Forbes who on oath says that he has been informed & believes that the statements in said Bill as to the residence of said John Williams if living, & if deceased who are his heirs & the place of their residence are true as he verily believes

D. L. Forbes

Sworn to & subscribed in open Court this 14 April 1841

Chas. H. Lincoln

John Williams

No. 3473

4113

(A)

Filed Apl. 14, 1841

Jas N Lee Clk

Recorded

No. 3473 — 400 acres

Surveyed for John Williams

400 acres of land in a military warrant No. 1035 in the county of the Scioto river, beginning at a stake Northwest corner to Edward Stubblefield's survey No. 5901 & 10780 thence S 78 W 40 poles to a stake Northeast corner to Robert C Dunn's survey No. 11043. thence S 12 E 160 poles to a stake Southeast corner to said survey; thence S 78 W 200 poles to a stake Southwest corner to said survey; thence S 12 E 244 poles to a stake in the Somerville County line; thence N 78 E 240 poles to a stake Southwest corner to Stubblefield's said survey; thence N 12 W 404 poles to the beginning

State of Ohio Union County }

Personally appeared in open Court D. L. Forbes & makes oath that the statements in this amended Bill as to Who are the heirs devisees or other legal representatives of Abah Ann Kirkpatrick & where they reside if living are true as he is informed & believes

D. L. Forbes

Sworn to & subscribed this 3. Nov. 1844 Jas. Gill Clk

Co. Mullen
vs
Sam Williams
et al

Amended Bill
Filed Nov. 3. 1844
James M. Gill Clk

Recorded

Mary & Forbes

Cadwallader Wallace complainant
in the Bill filed in this Court
against John Williams & others on
the 14. April 1841 by leave of the
Court amends the Original Bill
as follows That is to say

your Petitioner states
that the heirs of one Abraham Kirk
patrick dec^d or his other legal repres
entatives devisees or assigns have or
pretend to have some claim legal
or equitable to the land described
in the Original Bill, the precise
nature of which is unknown to your
Petitioner nor does your Petitioner
know who are the said heirs of said
Abraham Kirkpatrick dec^d or other
legal representatives, devisees or assigns,
whether living or not, or if living
where they reside

And your Petitioner
prays that the said unknown heirs,
devisees assigns or other legal rep
resentatives of said Abraham Kirk
patrick dec^d may be made defendants
to the Bill of Complainant & that
notice of the pendency & prayer may be
given them by publication & they be
required to answer the same accord
ing to the statute in such case made
& provided

Mason & Forbes
Sol^rs for Complt.

Wallace
vs
Williams et al
Deposition of
Mr Bonner

Filed Oct. 16th 1849
John Cassidy Clerk

B

Cadwallader Wallace
vs
John Williams, his unknown heirs and the unknown heirs of Abraham Kirkpatrick deceased.

Union Common Pleas

Matthew Bonner, of lawful age now a resident of the County of Clark, Ohio Deposeth and saith in answer to questions propounded by the Counsel for petitioner That he was a Locator of Virginia military Land warranty - Commencing the business about the year 1818 and continuing to do more or less at the business up to within a few years - part of the time he has acted as a deputy surveyor under Allen Latham Esq. principal surveyor. This deponent thinks that the usual charge by the Locators for locating surveying and paying all the Expense, during this time was one fourth part of the land - Before that time (1818) I have understood from old Locators, such as Genl. Lytle, Mr. Sullivant and others, that the Locator frequently got one third part.

Cadwallader Wallace the petitioner did make the location and survey in the name of John Williams No. 3473 for 400 acres and paid all the Expenses. and further deponent saith not.

Sworn & Subscribed before me a Justice of the peace in Clark County this 14th October 1843

Matthew Bonner
Octo: 14th 1843

E. Mayne. J.P.

Mason & Forbert
Springfield
Filed Aug. 30. 1842
Jas W. Mitchell

CADWALLADER Wallace vs. John Williams, his unknown heirs or other legal representatives, and the unknown heirs or other legal representatives of Abraham Kirkpatrick, deceased.—*Bill in Chancery and amended Bill.* By order of the Court of Common Pleas of Union county, and State of Ohio, at their November Term, 1841, John Williams, if living and if deceased, his heirs or other legal representatives, and the heirs or the legal representatives of Abraham Kirkpatrick, deceased, all of whose names, except that of John Williams, and places of residence are unknown, are hereby notified that Cadwallader Wallace, of Ross county, Ohio, did, on the 14th April, 1841, file in the Court of Common Pleas of Union county, Ohio, a Bill in Chancery, against the said John Williams, his unknown heirs or other legal representatives, and did, on the 3d day of November, 1841, file in said Court an amended Bill, against the unknown heirs or other legal representatives of Abraham Kirkpatrick, deceased. The Bills state that complainant, as Deputy Surveyor of the Virginia Military District in Ohio, caused an Entry No. 3473, of 400 acres, to be made for and in the name of John Williams, by virtue of a Military warrant No. 1036, in Union county, in said District; that on or about the 15th August, 1831, he caused the said Entry to be surveyed, and a plat thereof returned to the office of the principal Surveyor of said District, which tract of 400 acres, so surveyed, is bounded and described as follows:—Beginning at a stake north-west corner to Edward Stubblefield's survey No. 9901 and No. 10780; thence south 78° west 40 poles to a stake north-east corner to Robert C. Bruce's survey No. 11043; thence south 12° east 160 poles to a stake south-east corner to said survey; thence south 78° west 200 poles to a stake south-west corner to said survey; thence south 12° east 240 poles to a stake in the Greenville Treaty line; thence north 78° east 240 poles to a stake south-west corner to Stubblefield's said survey; thence north 12° west 400 poles to the beginning; that complainant has paid all expenses incident to the making of said Entry and executing said survey, for which he has received no compensation, but for which he claims one-fourth part as the Locator's share; that complainant does not know whether said Williams is living or not, and if living, his place of residence, and if deceased, who are his heirs, their place of residence; that the heirs or other legal representatives of Abraham Kirkpatrick, deceased, whose names and places of residence are unknown, have or pretend to have some interest to said tract of land, legal or equitable, the nature of which is unknown to complainant. Prayer, that defendants be made parties by publication, answer the Bill, and that one-fourth part of said tract of land be decreed to complainant, and set off by metes and bounds to be held in severalty and for general relief. And the said defendants are notified that unless they appear and plead, answer or demur, within sixty days after the August Term, 1842, of said Court, complainant will apply to said Court to take the matters of the Bill as confessed, and to decree thereon accordingly.

MASON & TORBERT, *Solicitors for Complainant.*

July 19, 1842..6w.

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the **Ohio State Journal**, *a newspaper in general circulation in the county of Union 6 consecutive weeks from and after the 19th day of July 1842*

Chas. Scott

bed before me, this

1842

Tho. Wood JP

75
50

CADWALLADER Wallace *vs.* John Williams, his unknown heirs or other legal representatives, and the unknown heirs or other legal representatives of Abraham Kirkpatrick, deceased.—*Bill in Chancery and amended Bill.* By order of the Court of Common Pleas of Union county, and State of Ohio, at their November Term, 1841, John Williams, if living and if deceased, his heirs or other legal representatives, and the heirs or the legal representatives of Abraham Kirkpatrick, deceased, all of whose names, except that of John Williams, and places of residence are unknown, are hereby notified that Cadwallader Wallace, of Ross county, Ohio, did, on the 14th April, 1841, file in the Court of Common Pleas of Union county, Ohio, a Bill in Chancery, against the said John Williams, his unknown heirs or other legal representatives. and did, on the 3d day of November, 1841, file in said Court an amended Bill, against the unknown heirs or other legal representatives of Abraham Kirkpatrick, deceased. The Bills state that complainant, as Deputy Surveyor of the Virginia Military District in Ohio, caused an Entry No. 3473, of 400 acres, to be made for and in the name of John Williams, by virtue of a Military warrant No. 1036, in Union county, in said District; that on or about the 15th August, 1831, he caused the said Entry to be surveyed, and a plat thereof returned to the office of the principal Surveyor of said District, which tract of 400 acres, so surveyed, is bounded and described as follows:—Beginning at a stake north-west corner to Edward Stubblefield's survey No. 9901 and No. 10780; thence south 78° west 40 poles to a stake north-east corner to Robert C. Bruce's survey No. 11043; thence south 12° east 160 poles to a stake south-east corner to said survey; thence south 78° west 200 poles to a stake south-west corner to said survey; thence south 12° east 240 poles to a stake in the Greenville Treaty line [illegible]

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the **Ohio State Journal**, *a newspaper in general circulation in the county of Union 6 consecutive weeks from and after the 19th day of July 1842*

Chas. Scott

Sworn to and subscribed before me, this 29th day of Aug. 1842

Thos. Wood JP

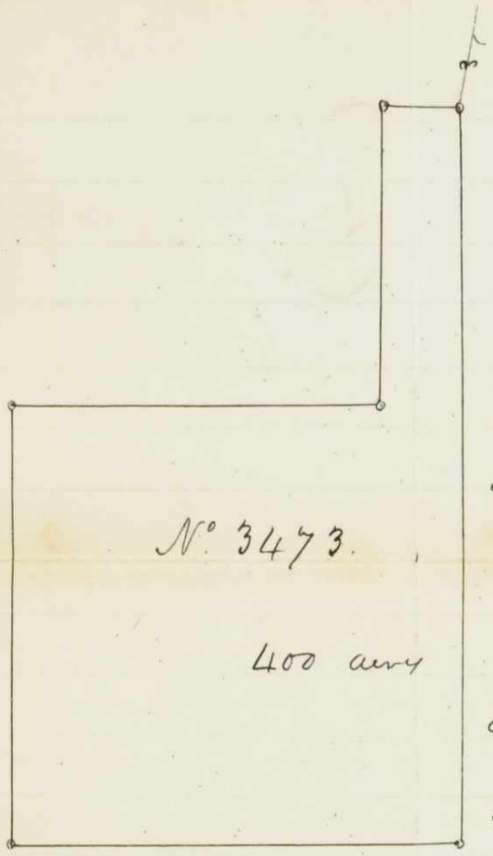
Printer's fee—$ 8 75
This affidavit--$ 25

Mason & Forbert
Springfield
Filed Aug. 30. 1842
Jas W. Mitchell

(A)

Filed Oct. 15th 1813
John Capsil
Clerk

Recorded



Surveyed for John Williams, 400 acres of land, on a Military Warrant No. 1036, on the waters of Rush Creek. Beginning at a stake, Northwest corner to Edward Stubblefield's Survey No. 9901 & 10780. Thence S 78 W 40 poles to a stake, Northeast corner to Robert C. Bruce's Survey No. 11043. Thence S 12 E 160 poles to a stake, Southeast corner to said Survey. Thence S 78 W 200 poles to a stake. Southwest corner to said Survey. Thence S 12 E 240 poles to a stake in the Greenville Treaty line. Thence N 78 E 240 poles to a stake Southwest corner to Stubblefield's said Survey. Thence N 12 W 400 poles to the beginning — Cadwallader Wallace. D. S.

Peter Jones } " August 15th 1831.
John Lee } " August 20th 1831.

Charles Porter, Mk.

Surveyor's Office for the Virginia Military District, within the State of Ohio.

I, W. Marshall Anderson, Surveyor of said Military District, do certify, that the above Survey No. 3473 for 400 acres, is correctly transcribed from the records of this Office, and that the files of this Office show, that the Entry No. 3473, was made by Cadwallader Wallace, and that the Survey of said Entry was returned to this Office by said Wallace.

Given under my hand and seal of Office at Chillicothe, this 15th day of March, 1841, and the 65th year of the Independence of the United States,

W. Marshall Anderson,

Fee: 50 cts

Examined by the Author
of the within account
and vouchers when
Report is here with filed
R R Stockbridge Sheriff

Serv.	£	xx
Mileage		x
	£	xx

Cad. Wallace
vs.
John Williams
& others
Report

Filed April 16. 1843
John Coffee Clerk

Recorded

Union Court of Common Pleas Oct Term AD 1843

Cadwallader Wallace
vs
John Williams his heirs & legal representatives & the heirs and legal representatives of Abraham Kirkpatrick

In Chancery

This cause came on to be heard upon the original and supple=mental Bills of Complainant, the exhibits and testimony, & was submitted to the Court without argument and it appearing to the Court that the defendants have been duly notified by publication according to law of the pendency & prayer of said Bills, and that they have failed to plead, answer, or demur thereto & are in default therefor, it is ordered, adjudged, and decreed by the Court, that the same be taken as con~~fessed~~ – And the Court do further find from the testimony in the cause that the Complainant made the Entry & Survey No 3473, and paid all the Expenses incident thereto, as is alleged in said original Bill, and that as Locator he is justly entitled for his said services, and expenses by him paid to one equal undivided fourth part of the lands in said Survey No 3473, as described in said original Bill: In consideration whereof the Court do further order adjudge, and decree that as many of the defendants as have already arrived at the age of Majority, do within three months from this date and as many of the defendants as are ~~now~~ Minors, do within three months after they shall have arrived at the age of Majori=ty respectively, convey to the Complainant by a good and sufficient deed in fee simple with proper covenants, all their right, title, interest claim and demand, both at Law and in Equity of in and to the one undivided equal fourth part of the lands in said Survey No 3473 as described in said original Bill; And it is further ordered, adjudged, and decreed that the Sheriff of Union County, who is hereby appointed Master Commissioner for that purpose, do proceed

by the oaths, of Levi Phelps, Shains Wapson and Cyprian Lee three judicious and disinterested freholders of said County to set apart to Complainant by metes and bounds one Equal fourth part of the lands in said Survey No 3473 to be held by said Complainants in severalty free and clear of all claims of all and any of the defendants therein, and that he make report of his proceedings herein to the next term of this Court to which this cause is continued

The State of Ohio } I John Capsil 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 foregoing entry is truly taken and copied from the Journals of said Court

In testimony whereof I do here to subscribe my name and affix the seal of said Court this Sixteenth day of January AD 1844

John Capsil Clerk

Union Com Pleas

C. Wallace
vs
John Williams et al

order for Partition

Union Com Pleas

C. Wallace
vs
John Williams et al

order for Partition

The St

Union Court of Common pleas
Cadwallader Wallace
vs
John Williams his heirs & Legal Representatives & the heirs and Legal Representatives of Abraham Kirkpatrick.

In pursuance of an Order from the Court of Common pleas for the County of Union In the above Case. I proceeded on the 11th day of April 1844 I proceeded to ascertain the Boundries of Survey No. 3473 in doing which I found it necessary to resurvey the adjoining Survey on the east to wit, Survey No. 9901 & 10780 in the name of Edward Stubblefield the Boundaries of said Stubblefield having been ascertained I then commenced the running of Survey No. 3473 Beginning at two Black ashes northwesterly corner to Edward Stubblefields Survey No. 9901. & 10780 thence running by the present point of the needle S79.30 W 40 poles & marked a Sugartree & two Beeches as the northeasterly corner to Robert C Bruce Survey No. 11043 thence by the present point of the needle S10.30 E 160 poles to a Stake thence S79.30 W 200 poles to a Stake thence S10.30 E 240 & marked an Elm & Black ash in the Greenville Treaty line thence with said line by the present point of the needle 240 poles to a Hickory red Oak & Beech southwesterly corner to said Stubblefields said Survey thence with his line by the present point of the needle N 10.30 W 400 poles to the Beginning, containing four hundred acres. I Chain carriers duly sworn

Levi Phelps Surveyor

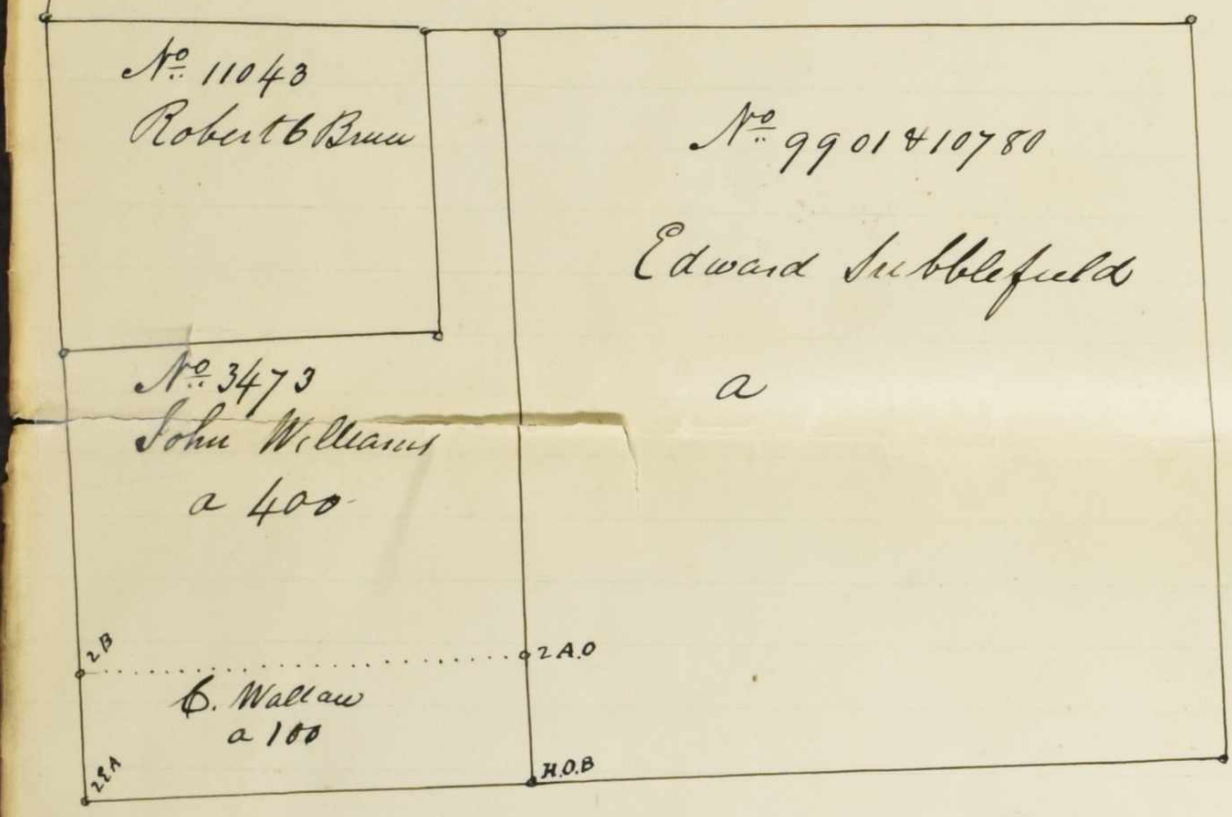
William Palmer Chr
Cyrus Phelps Chr
Benoch Miller Mkr

Cadwallader Wallace
vs
John Williams & others

In compliance with the order from the Court of Common pleas for the County of Union we the Subscribers after being duly sworn proceeded on the 12th day of April 1844 to lay off & set apart to complainant one equal fourth part of Survey No. 3473 containing one hundred acres. Beginning at two Elms & a Black ash in the Greenville Treaty line & southwesterly corner to said Survey No. 3473 thence with the line of said Survey as by the present point of the needle N 10.30 W 66⅔ poles & marked two Beeches for a corner thence N 79.30 E 240 poles & marked two Black ashes & a Bur Oak saplings in the line of Edward Stubblefields Survey No. 9901 & 10780 thence with his line by the present point of the needle S 10.30 E 66⅔ poles to a Hickory Red Oak & Beech southwesterly corner to said Stubblefield in the Greenville Treaty line thence with said line S79.30 W by the present point. 240 poles to the Beginning as will more fully appear by the adjoining platt

Cyprian Lee
Levi Phelps
Mains Wason

Commissioners



Fees

Cyprian Lee Comr. 2 days		$2.00
Levi Phelps do do		2.00
L Mains Wason do		2.00
Levi Phelps Surveyor & Travel 4 days		$8.00
William Palmer Chr. 2 days		1.50
C Phelps do		1.50
B Miller Mkr		1.50

I have executed the writ of partition and order hereto attached by the oaths of the within named commissioners whose report is herewith returned and which I pray may be considered and held as a part of this my return
Done this 16 day of April AD 1844
Sheriffs fee $1.

Wm W Steele
Master Comsn in Ch

Cadwallader Wallace } In Chancery
John " Williams et al }

On motion
to the Court by Mason & Tilden solicitors
for the Complainants leave is given to
file an amended Bill which is
done accordingly & the cause cont
inued

Chancery Case File

Case No. 1841-CH-0006

No. 41-CH-6

Union Common Pleas Court.

Zebidee Baker
Plaintiff,

AGAINST

Thomas Herbert
Defendant.

NOV TERM. 1842

Dismissed,

Recorded &
Indexed,

Journal 3 Page 67

Record No. 4 Page 73

Ex. Doc. 1 Page 324

interrogatories - and that the said Thomas Howe may be ready to carry the answer to your orator to your orator and in case the said Thomas Howe shall have failed with the said land that the said Defendants the said Thomas Howe pay unto your orator the said sum of two hundred dollars in the full value of said land and that your orator have such other and further relief in the premises as your honors conscience may require and your petitioner will ever pray &c

Crawford solicitor for complaint

Union Comm Pleas

Zebedee Beaton
vs
Thomas Howe et al

Amended Bill in chancery

Filed Nov. 4. 1841
James H. Gill Clk

Recorded, Book 4, page 75.

Crawford solicit for complaint

Union Court of common Pleas

~~Ohio~~ April Term 1841

To the honorable the Judges of the court of common Pleas within and for the County of Union and State of Ohio in chancery sitting –

your orator Zebulon Baker of the said County of Union and State of Ohio. Represents that on the 1st day of August AD, 1840 your orator entered into an article of agreement with Thomas Hume and Joshua Judy of the County and State aforesaid (and whom your orator prays may be made defendants to this Bill) which article is herewith filed and made a part of this Bill and Marked B. and here shown to the court, that by said Article your orator became bound to convey or cause to be conveyed to said ~~said~~ Thomas Hume and Joshua Judy in fee simple a certain tract of land containing about twenty acres. a description of which land is herewith filed and made a part of this Bill and Marked A. of which land your orator had only the equitable title at the time of entering into said article not having received the Deed of James McElroy and Casandra his wife of whom he had previously purchased said land and who by article were bound to make a Deed for said land to your orator upon certain payments specified in said Article being made by your orator. which said payments were duly made by your orator to the said James and Casandra McElroy. and that your orator caused the said James McElroy and Casandra his wife to make and deliver said Deed to said Defendants which Deed was accordingly made to Thomas Hume one of the said Defts which Deed bears date the 10th day of Aug AD 1840 and recorded in the Recorders office of said County in Book No 7 – and page 650 reference being thereunto had for greater certainty (and here shown to

the court which land in said Dua is described as follows, to wit, situate between the ~~waters of~~ Little Miami and Scioto Rivers in the county of Union and state of Ohio being part of a Military Survey No 12400, 12403, 12393, 12413, originally for 1823 acres in the Name of Andrew Rogers and others Patented to James Galloway Jr on the tenth day of July 1831 on the waters of Mill creek bounded and described as follows, to wit, being part of a lot sold to said James McClay by James Galloway Jr. beginning at a large White oak large Red oak and small sugar tree south corner of said lot thence with the East line North 38° degrees West 52 poles to stake thence south 52° degrees West 61 2/10 poles to a stake thence south 38° East 52 poles to a stake in the south line of said lot thence with said line North 52° East 61 2/10 poles to the beginning containing 20 acres more or less —

And your orator further represents and says that he has received no consideration or compensation whatever for said land but that said article was entered into between your orator and said Thomas Howard and Joshua Judy upon a certain wager or bet at hazard upon a certain contingency as will more fully appear by reference to said article hereunto filed as aforesaid, to wit, that if Martin VanBuren is reelected President of the United states the said Thomas Howard and Joshua Judy bind themselves their heirs and assigns to pay unto your orator two hundred dollars for said land but in case Martin VanBuren was not reelected President of the United States then they said Thomas Howard and Joshua Judy were to pay Nothing to your orator for said land

which said contract so made and entered into between your orator and the said Thomas Hunt and Joshua Judy is totaly void and of no effect in law and equity and contrary to the statute in such case made and provided and the said Deed so made and delivered by said James McElroy and Cassander his wife to the Thomas Hunt one the said defendants is entirely void being so made upon a the aforesaid contingency Bet, a wager and so as aforesaid and without any consideration - and as they said Martin Van Buren Esq was not reelected President of the United States so as aforesaid your orator has never received any consideration or compensation for said land all of which doth more fully appear by said article hereunto filed as aforesaid

Your orator therefore prays that the writ of subpoena may issue against the said Thomas Hunt and Joshua Judy and that they be compelled to answer upon their corporal oaths severally all and singular the premises and particularly what consideration if any they paid for said land and if they paid any consideration whether it in money or property or both and who they paid it to and whether said Deed was not made by said James McElroy and Cassander his wife to said Thomas Hunt in consideration of said Bet Hazard and wager so made and entered into in the said Article of agreement so entered into and herewith filed as aforesaid, and that they be compelled to answer all and singular the premises as fully and completely as if they were hereunto specifically

J. Bakers
Article

Filed Nov 4. 1840
James H Gill Clk

(83)

August the 10th 1840 (B)

This Indenture made and concluded by and between Zebedee Baker of the one part and Thomas Herd and Joshua Judy of the other part witnesseth that the said party of the first part hath this Day sold to the said party of the second part twenty Acres of Land and has had it Deed this day to the party of the second part. We the party of the second part bind our selves our heirs and assigns unto the party of the first part to pay if Martin Vanburen is Reelected president of the United States two hundred Dollars if not nothing in testimony where of we have hereunto set our names this Day above writer

at test

James McGlery

Zebedee his X mark Baker (Seal)

Thomas Herd (Seal)

Joshua Judy (Seal)

Union Com Pleas

Ezbiden Baker
vs
Jos in ely

Thomas Hare &
Joshua Andy

Served by delivering
Certified Copies to
each Defts. Residence
Wm M Stuart Shff

Service — 55
Mileage — 65
Copies — 30
1.50

Filed ap 15. 1841
Jas H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Thomas Hood & Joshua Sady

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 them by

Zebedee Baker 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 14th day of April A. D. 1841.

Jas H Gill Clk

Marion Com Reas

Thos Herd
Adls Dan
J. Baker

Filed August 5. 1861
James H. Gill Clk

Thos Herd
ads
Hebedee Bakes

In Chancery Union Com Pleas
Demurrer

And the said Thos Herd comes and demurs to the said ~~Bill of the said~~ Hebedee Baker and for cause of Demurrer shows that the said Com Pt By his said Bill has not made such a case as entitles him to any relief against this defendant wherefore and for other good cause this Deft demurs to said Bill and prays the Judgment of this Court whether he shall be compelled to make any fur ther or other answer thereto and that he may be dismiss with his costs By Wm Lawrence his Sol

Zebulon Baker
vs
Thos. Hogan et al

Settlement

Filed Nov. 8, 1842.
John Castle,
Clk. pro tem

Union Court of Common Pleas
Mont. Term AD 1841

Zebulon Baker
vs
Thomas Hoxie et al } In Assumpsit

The above case is amicably settled by the parties upon the following conditions to wit. The said Thomas Hoxie one of the Defendants in the above case agrees to pay unto the said Zebulon Baker Plaintiff as aforesaid the sum of one hundred and twenty dollars upon such conditions as follows upon an instrument of writing entered into between the said parties and each to pay one half of the costs and cost accrued

October 29th 1842

Zebulon Baker Pltf
Thomas Hoxie Def

Attest
C. J. Fisk clk

Notes executed and delivered at the same time as above

Union Com Plea

Thomas He
vs } Dem
Zebedee Baker

Filed Apl 25. 184
Jas H Gill Clerk

Thomas Herd
vs. Chancery Demurrer
Zebedee Barker

and the said Thomas Herd comes and demurrs to the said bill of the said Zebedee and for cause of demurrer shows that the said Complt by his said bill has not made such a case as entitles him to any relief against the said defendant wherefore and for other good causes this Deft demurrs to said bill and prays the Judgment of the Court whether he shall be compelled to answer further to said bill and that he may be dismissed with his costs

By Wm C Lawrence his Sol

Union Com Pleas

Thomas Herd
ads } Answer
Jebedee Baker
Filed July 22. 1842
James H. Gill Clerk

cost bill made

(Dismissed)

The separate answer of Thomas Herd one of the defendants to the Bill of Sebedee Bakkes filed against him and another

This defendant now comes and for answer to said bill or so much thereof as he is advised is material for him to answer says, that at the earnest request urging and daring of Compt this defendant entered into the agreement filed by Compt in this case That the consideration for said agreement was the land specified in the said Bill which was estimated by the parties at 100 ₣. as its true value.
This defendant denies all knowledge of Compt ever having any agreement in writing for possession of said land prior to the execution of the deed but believes he had none whatever. But be that as it may this defendant positively denies all recollection of Compt ever requesting this deft to rescind said contract in person but expressly charges that on or about first of April 1841 said Baker employed said McIlroy to come to and compromise the matter with this defendant which he did soon after and long before the commencement of this suit. That by the compromise made with this defendant he realized no advantage nor received one cents worth in consideration of said deed to himself of the land but arranged the whole matter as follows as near as this defendant now recollects the whole contract as made and complained of was rescinded a new contract made whereby this deft purchased ten acres of said land for which he paid at the time of the compromise one roan horse valued at fifty dollars, one note of hand on A. Darrah for six dollars $\frac{46}{100}$ and agreed to pay the balance of the sum of 75 ₣. in good trade at

trade price which was esteemed as good as fifty dollars in cash down for the tee acres, the most of which has been paid in wheat and the balance never demanded but ready on demand. This agreement was made with this defendant by Complts agent and Brothers in law. after he had agreed to receive of McIlroy a deed for ~~fifteen~~ twenty acres of other land ~~and a house in lieu of the tract aforesaid~~. There is no fraud charged in the bill and none to deny. and this defendant denies all desire or intention of injuring said Baker but hopes that the arrangement will be sustained by the court and having thus fully answered he prays to be dismissed with his costs in this behalf most unjustly laid against him and as in duty bound he will ever pray &c. Byrom C Lawrence his Sol

State of Ohio Union County ss Personally appeared in ~~open court~~ before me Thomas Herd who being duly sworn according to law says that the matters and things set forth in the foregoing answer so far as stated of his own knowledge are true in substance and in fact and so far as stated from information of others he believes to be true Thomas Herd

Sworn to and subscribed this 20th day of July 1842

James Somer J. P.

Union Common Pleas

Zebedee Baker
vs
Thomas Hera

Costs — $5,86
Increase 136
Writ 41

Rec^d this writ Febr. 29. 1844
Made March 23. 1844 $5.13
W. W. Steele Sheriff

Serv 35
Mile. 60
Poundg 10
$1.05

Filed April 17. 1844
John Cassil Clerk

1.00 cost
2.63 order
1.50 Sugar
5.13

Sugar 1.50
Cost 1.00
Order 2.63
5.13

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 Marrysville on the 8th day of Nov. A. D., 1842 Zebedee Baker

recovered against Thomas Herd

~~as well the sum of~~ ~~dollars~~

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 5,86

for his costs and charges in that behalf expended, as of record is manifest. You are therefore commanded as we have heretofore commanded you that of the goods and chattles, and for want thereof, of the lands and tenements of the said Thomas Herd

you cause to be made the damages and costs aforesaid with interest thereon from the 8th day of November A. D., 1842, until paid. Also, the sum of $ 1,36 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Zebedee Baker

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 29th day of February A. D., 1844.

Attest:

John Cassil CLERK.

262
200
2 74½
79½

Ex. Docket No. 2 page 83

Ezebedee Baker
vs
Thomas Ward

Costs	$	5,86
Increase		2,82
Writ		41

Cr. March 23d 1844 — $ 5,13
D. Cassil in hauling " ,75
$ 5,88
1 50
7 38

Filed April 15th 1846
John Cassil, Clerk

This writ satisfied by receit in full
from Clerk of Court
Wm M Robinson Sheriff

80,9

4,47

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the eighth day of November A. D. 1842.

Zebedee Baker

recovered against Thomas Herd

~~[redacted]~~ ~~dollars and~~

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages and~~ the sum of

$ 5,86 for cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, ~~[redacted]~~ of the said Thomas Herd

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the eighth day of November A. D. 1842, until paid: also the sum of

$ 2,82 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the ~~said~~ persons entitled thereto

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this tenth day of March A. D. 1846.

John Cassil Clerk

ex. Doc No. 2 pages 82

Thomas Hera
vs
Cyclades Baker

Costs - $5.86
Writ - - - .41

Recd this writ Sept 22
1843.
Made Oct 11. 1843 $5.70
W. W. Stut 14
Serv .35
Mile .60
Pound. .10
1.05

Filed October 13th 1843
John Cassil Clerk

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 Marrysville on the 8th day of Nov. A. D., 1842 Thos Dera

recovered against Gideon Baker

~~as well the sum of~~ ~~dollars~~

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 5,86

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 Gideon Baker

you cause to be made the damages and costs aforesaid with interest thereon from the 8th day of Nov. A. D., 1842, until paid. Also, the sum of $ 41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Thos. Dera

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 22 day of Sept A. D., 1843.

Attest:

John Cassil CLERK.

Ex. Docket No 2 page 82

Thomas Herd
vs
Zebedee Baker

Costs	$5,86
Increase	1,46
Writ	41
G. OCT. 11-1843	$ 500

Filed aprie 13. 1846
John Carrill Clk

3,68

This Execution satisfied by receipt from W. W. Steel
Sheriff $7-69
dated Nov 24th 1845
Per M Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY, GREETING.

WHEREAS, at the Court of Common Pleas of the county aforesaid, begun and held at the Court-House in the town of Marysville, on the eighth day of November A. D. 1842.

Thomas Herd

recovered against Zebedee Baker

~~as well as the sum of~~ ~~dollars and~~

~~cents for~~ ~~debt, as the sum of~~

~~dollars and~~ ~~cents, for~~ ~~damages as also~~ the sum of

$ 5,86 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, ~~and for the rent thereof of the lands and tenements of the~~ said Zebedee Baker

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the eighth day of November A. D. 1842, until paid: also the sum of

$ 1,46 the costs of increase on said judgment, and accruing costs; and that you have these moneys before said Court at the Court-House aforesaid, on the first day of our next Term, to render unto the ~~said~~ persons entitled thereto

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

WITNESS JOHN CASSIL, Clerk of said Court, at the court-house aforesaid, this tenth day of March A. D. 1846.

John Cassil Clerk

Exp. Doc No. 2 pp 83

Zebedee Baker
vs
Thomas Hurd

Costs $ 5.86
Writ .41

Recd this writ Sept. 23
1843 no money made
Oct 19. 1843
W W Steel Shff

Serv, 35
Mile, 60
.95

Filed Oct 19 1843
John Cassil Clerk

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 Marrysville on the 8th day of Nov. A. D., 1842 Zebedee Baker

recovered against Thomas Herd

~~as well the sum of~~

~~and~~ ~~_____ cents, for~~ ~~dollars~~ ~~damages, as~~ the sum of $ 5,86

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 Thos Herd

you cause to be made the damages and costs aforesaid with interest thereon from the 8th day of November A. D., 1842, until paid. Also, the sum of $ 41 the costs of increase on said judgement, and the accruing costs. And that you have those moneys before said court, at the Court-House aforsaid, on the first day of our next term, to render unto the said Zebedee Baker

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

WITNESS JOHN CASSIL, Clerk of said Court, at the Court-House aforesaid, this 22d day of Sept A. D., 1843.

Attest:

John Cassil CLERK.

No. 41-CH-7

Union Common Pleas Court.

Ward & Ross
Plaintiff,

AGAINST

Wm W Woods
Defendant.

NOV TERM, 1841

Dismissed

Journal 2 Page 355

Record No. 3 Page 627

Ex. Doc. Page

I allow an injunction as prayed for in this Bill, to be continued until the further order of the Court, and order the plaintiff to give bond and security to the defendant in the sum of $200.00 conditioned according to law.

Silas G Strong

Filed May 8. 1841

James W. Gill Clk

Recorded

Ward & Rop
vs
John Chaney

W. W. Woods.

Mot to dissolve
injunction
Dag of order stay
notes - bal
not bill made

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

James S. Ward and William Rose late partners under the name and firm of Ward and Rose represent that W. W. Woods of Union County Ohio, (and whom your orators pray may be made defendant to this Bill) on the 22nd day of October 1839 bargained and sold to your Orators the entire Stock of goods which he, the said W. W. Woods kept at that time in the Town of Pleasant Valley in the County of Madison & State aforesaid; and the said W. W. Woods afterwards refused to deliver the whole Stock of goods aforesaid to your Orators, but took therefrom, and delivered to One Wm B. Beardslee, goods of the value of One hundred and eight dollars; And your Orators gave to the said W. W. Woods their promissory notes for the value of the entire Stock of goods aforesaid, and have since paid the amount thereof, excepting a sum less in amount than One hundred dollars, for which last mentioned sum the said W. W. Woods has sued your orators, and obtained a judgment at law, before James Turner, a justice of the peace of paris township in the County aforesaid; & the said James Turner has issued an execution upon the said judgment, which is now in the hands of John Hurley a Constable of the Township aforesaid (and whom your Orators pray may be made, also, defendant to this Bill,) and your Orators have applied to the said W. W. Woods and requested him to deduct from the said notes the amount of goods delivered by him, as aforesaid, to said Beardslee, but he has refused to do so; and your orators cannot substantiate the agreement by virtue of which the said W. W. Woods is bound to make said deduction, unless the same be discovered upon the oath of the said W. W. Woods.

Your Orators, therefore, are wholly without remedy at law, and they therefore pray that a writ of Subpoena may issue against the said W. W.

Woods and John Hurley, and that they may be compelled to answer all and singular the premises.

And your Orators further pray that on the final hearing of this Cause the said judgment at law may be set aside, and that the said W. W. Woods may be decreed to pay to your Orators such part of the One hundred and eight dollars aforesaid as may be found to be due and above the amount of the judgment aforesaid, together with such damages as your Orator may have sustained by reason of the premises; and that your Orators may have such other and further relief as equity and good Conscience may require.

And your Orators further pray that an injunction may be allowed to restrain the said W. W. Woods from all further proceedings upon the said judgment at law; and to restrain the said John Hurley from in any wise proceeding with the said execution.

State of Ohio, Union County, ss.

We, James L. Ward and William Ross being duly sworn depose and say that the several matters and things which are stated in the foregoing Bill, as from the information of Others we believe to be true, and that all the several other matters and things therein set forth are true in substance and in fact.

James L. Ward
Wm Ross

Sworn to and subscribed before me this 28th day of April A. D. 1841

Wm H. Frank J. P.

Ward & Rep
vs
3 Bonds
W. W. Woods &
Ano. Newly
Filed May 8. 1841
James H Lirtell

Know all men by these presents that we James L. Ward and William Ross and Wm. H. Frank are held and firmly bound unto W. W. Woods in the sum of Two hundred dollars to the payment of which we jointly and severally bind ourselves our heirs executors and administrators sealed with our seals and dated this 8th day of May A.D. 1841

The condition of the above obligation is such that whereas the above named James L. Ward and William Ross have obtained an allowance of an injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained before James Turner Esqr a Justice of the peace in and for Paris Township in Union County for a sum up than one hundred dollars until the matter thereof can be heard in Chancery. Now if the said James L. Ward and William Ross shall pay all moneys due or to be coming from them the said James L. Ward and William Ross in said Judgment at law and all moneys and costs which shall be decreed against them in case said Injunction shall be dissolved then this obligation shall be void otherwise remain in full force and virtue in law

James L Ward (Seal)

Wm Ross (Seal)

Wm H Frank (Seal)

Knill & Ross
,
W. W. Wood
agreement
dated Nov 5
1841
Jos. H. Filbert

We have dismissed the Bill
filled against M.W. Woods in the court
of Common Pleas on a judgement
rendered against us by James
Turner. Some time last week for
about seventy five dollars and
pay all cost owing on the judgement
stand against us on docket this date
Nov 2nd 1841

I agree to pay the same by Christmas
as above

Wm Floyd
D. Floyd

Union Com. Pleas

Ward & Rogs

vs } Sub. in Eq

W.H. Woods &

Jno. Hurley

Served by delivering Certified Copies to each of the Defts. Apl 7th 1841

Thos Steele Sh'ff

Service	55
Mile	05
Copies	30
	1.00

Filed May 12. 1841

James H. Gillelk

An injunction allowed & bail given

Jas. H. Gillelk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Same COUNTY, GREETING:

We command you that you summon W. W. Woods and John Healy

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 18th day of August next to answer the matters and charges contained in a Bill in Chancery exhibited against them by James L. Ware and William Ross late partners under name & firm of Ware and Ross 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 Eighth day of May A. D. 1841.

James H. Gill Clerk

Chancery Case File

Case No. 1841-CH-0008

No. 41-CH-8 (9)

Union Common Pleas Court.

James Galloway
Plaintiff,

AGAINST

Samuel Galloway
Defendant.

NOV TERM. 1842

Partition

DECREE FOR PLAINTE

Rec... &
Indexed,

Journal 3 Page 68

Record No. 4 Page 98

Ex. Doc. Page

James R. Galloway
vs
Samuel Galloway et. als.
} Petition for Partition

Filed July 2nd 1841
James H. Gillett

To the Court of Common pleas within and for the County of Union, Ohio.

Your petitioner, James R. Galloway, of the County of Union, Ohio, represents that he has a legal title to and is seized in fee of one undivided eighth part of the following real estate, situate in the County of Union, Ohio, on the waters of Treacle's Creek, and bounded and described as follows, to wit: Beginning at three hickories and a forked white oak in the line of Robert Means' Survey No 5301; Thence N. 45° W. 94 poles to two hickories and a burr-oak; Thence N. 43° 30" E. 189 poles to a stake in a prairie; Thence S. 56° 35" E. to a stake; Thence S. 52 W. 192 poles to the beginning, containing One hundred and twenty nine acres more or less. The same being part of Original Virginia Military Survey No. 7492, in the name of William Robinson, heretofore conveyed by the said William Robinson to David Witter, and conveyed by the said David Witter to the legal heirs of Samuel Galloway late of the aforesaid County, deceased.

And your petitioner further represents that Samuel Galloway, David Wright and Amanda his wife, (in right of said Amanda), of the County of Franklin, Ohio, Sabra Galloway, Elijah Galloway, Joshua Galloway, of the County of Warren, Ohio, Joseph Galloway, Hiram Galloway, Ira Galloway, & Elizabeth Galloway, of Union County Ohio, (the three last named representing John Galloway deceased), are co-arceners with your petitioner in the said premises; — That Aksey Galloway of the County of Warren, Ohio, as widow of Samuel Galloway, lately deceased, is entitled to dower in the same premises; and that Matilda, now wife of Robert Wilson, of this County Ohio, formerly widow of John Galloway lately deceased, as such is entitled to dower in the one undivided eighth part of the same premises, subject to the aforesaid dower right of the aforesaid Aksey Galloway. — That said Samuel Galloway, Amanda wife of said David Wright (formerly Amanda Galloway,) Sabra Galloway, Elijah Galloway, Joshua Galloway, & Joseph Galloway (all of whom your petitioner prays may be made defendants to this petition) are heirs of said Samuel Galloway deceased, and are each entitled to, & have legal right to one undivided eighth part of said premises; subject to said dower right of said Aksey Galloway; — That the said Hiram Galloway, Ira Galloway, & Elizabeth Galloway, (whom your petitioner prays may also be made defendants to this petition) are heirs of John Galloway deceased, who was one of the heirs of the said Samuel Galloway deceased, and are entitled and have legal right, each, to one undivided third part of one undivided eighth part of said premises, subject to the said dower right of the said Aksey Galloway, and the dower right of the said Matilda wife of said Robert Wilson, (formerly Matilda Galloway wife and afterwards widow of said John Galloway deceased) And your petitioner prays that said Aksey Galloway, Matilda wife of said Robert Wilson, & said Robert Wilson may also be made defendants to this petition; and that a guardian ad litem may be appointed by the Court for said Joseph Galloway who is a minor. — And your petitioner also prays that partition may be made of said land, and that the dower of the said Aksey Galloway, and the dower of the said Matilda wife of the said Robert Wilson therein may be assigned; or, if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorized by law.

By Otway Curry
His Attorney.

Min Com pleas

Sal R Galloway

vs } Writ of Partition

Saml Galloway et al

I have executed this Writ by the oaths of the within named Commissioners whose report is herewith, returned. Nov 5. 1841

W W Steele Sheff

Serv	1.00
Mile	05
Com ons	3.00
	4.05
Inquest	1.00
	5.05

11

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you, that without delay, by the oaths of Mr B Irwin Cyprian Lee & James Riddle you Cause to be set off & assigned to James R Galloway one equal Eighth part of the following described real estate, towit part of Survey No 7492, Beginning at 3 hickories and a forked white oak, on the line of Robert Means Survey No 5301. Thence N 45° W 94 poles to 2 hickories & a burr oak thence N 43° 30" E. 189 poles to a stake in a prairie, thence S 56° 35" E. to a stake thence S 52 W 192 poles to the beginning, Containing one hundred & twenty nine acres & that your proceedings in the premises you distinctly certify, under your hand to our Court of Common Pleas within and for the said County of Union together with this writ. Witness James H. Gill Clerk of said Court at the Court House in Marysville ~~on~~ this 4th day of November A D 1841. James H. Gill Clk

Galloway.
vs.
Galloway et. al.
} Part.

An Order of Guardian
ad litem.

Filed Nov. 4. 1841
James H. Gill Clerk

The Answer of Joseph Galloway, infant defendant to the petition of James R. Galloway petitioner by Andrew Reyes his Guardian ad litem.

And the said Joseph Galloway by Andrew Reyes his guardian ad litem now comes and for answer to the said petition of the said James R. Galloway, says that further than is shown by the said petition he has no knowledge of the matters and things therein set forth.

Joseph Galloway

By Andrew Reyes

his guardian ad litem.

1st Installment — $ 370.17
Deduct Cost 40.75
329,42
Divide into 8. Shares each 41.17

338
41
379

Sheff	14.25
Commonr	6.00
Adv't	4.00
Clerk	6.50
Atty	10.00
	40.75

4075
1420
2655

3 Shares should pay – $ 15.27
5 Shares should pay – $ 25.48

Total amt to be paid 40.75
" 2.00
38.75

Galloway.
vs
Galloway et. als.
} Part.

Affidavit
of Mr B Irwin.
Filed Nov. 6. 1861
James H. Webb

James R. Galloway
vs.
Samuel Galloway et. als.

Union Common pleas:
In partition

William B. Irwin being duly sworn deposes and says that the heirs of Samuel Galloway Dec'd. by themselves & those under whom they claim have been in possession of the premises described in the petition of the petitioner in this case, for more than twenty one years last past.

William B. Irwin

Sworn to and subscribed before me this 4th day of November A. D. 1841.

Jas H Ricketts

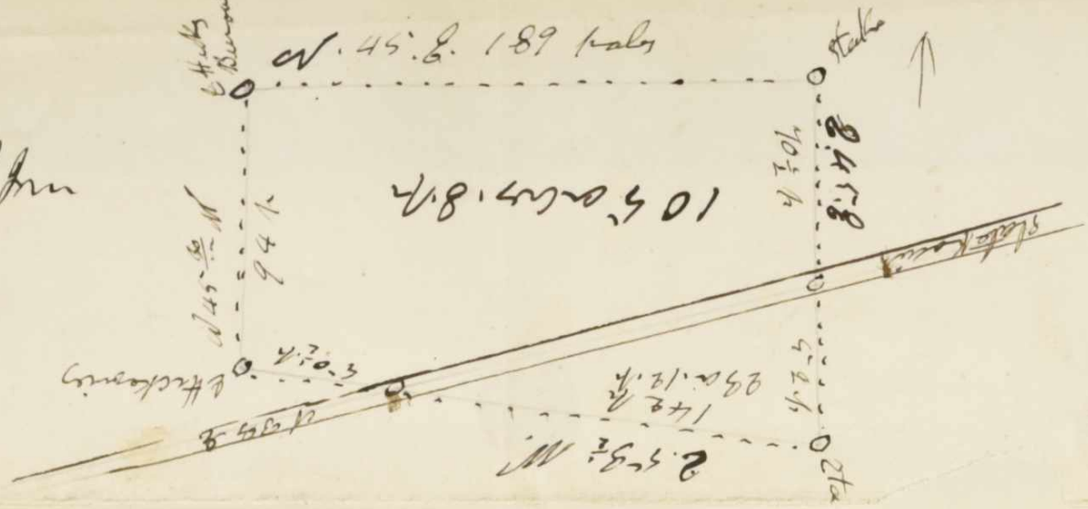
Galloway
vs
Galloway

Inpartition
Survey No. 7492

Filed Sept. 1st 1842
Jas H. Gill Clerk

Inv. adjudged to be under from the Court of Common Pleas
for the County of [illegible] Pleas

IP Irn



In obedience to an order from the Court of Common pleas for the County of Union Ohio in which the under signed were appointed Commissioners to make partition of survey No 7492 for the Heirs of Samuel Galloway after being sworn as the Law directs did make actual survey of the same and find there to be one hundred and twenty Eight and one Eighth acres and the same is not susceptible of an equitable partition we therefore apprais sd land at thirteen dollars pr acre and we set of to the widow as her dower all the that part of sd land lying East of the State road makeing 23 acres + 12 poles and like wise a peace 35 poles wide on the South west line Makeing 19 acres and we apprais sd dower to be worth One hundred dollars all of which is respectfully submitted a fair representation of which may be seen on the above plat

August 31st 1842

William B. Irwin surveyor
James C Miller
Benjamin Hopkins } Commissioners

fees in the above Case

Benjamin Hopkins	$ 1.00
James C Miller	1.00
William B. Irwin	1.00
	$ 3.00

Union Common Pleas

Jasper R. ~~Gamble~~ Galloway

vs Writ of Part.

Samuel Galloway

et al

Filed Sept 2d 1842

Jas H Gill Clerk

I have executed this writ by the oaths of the within named Commissioners whose Report is herewith returned Sept 2d 1842

W W Steele Sheff

Serv - 1.00
Mile - .05
1.05

Inquest

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 Wm B. Irwin James C. Miller and Benjamin Hopkins
you cause Aksey Galloway widow to be endowed
of one equal three part of the following Real Estate to wit
bounded and described as follows to wit. Beginning at 3 hickories
and a forked white oak. in the line of Robert Means Survey
No 5301 thence N. 45° W. 94 poles to 2 hickories and
a Bur oak thence N. 43° 30" E. 189 poles to a stake in
a prairie thence S. 56° 35" E. to a stake thence S 52° W.
192 poles to the beginning containing 129. acres more or less
being part of ~~Survey~~ Nd Original Virginia Military Survey
No 7492 in the name of Wm Robinson and that
by the like oaths of Wm B. Irwin James C. Miller and
Benjamin Hopkins one full equal eighth part of
said lands and tenements be set off and assigned to
the petitioner ~~Solomon~~ James Galloway in Severalty, and that
you Report your proceedings in the premises to this
Court forthwith and have you then there this writ
Witness James H Gill Clerk of ~~the~~
Court of Common Pleas of Union County
this 31. day of August A.D. 1862
James H. Gill Clerk

Union Common Pleas.

James R. Galloway
v.
Samuel Galloway et al.

Order for Sale.

Rec^d Sept. 19. 1842

Agreeable to the Statute I Advertised the same for Sale Oct 24. 1842. — According to the Statute, in such Cases made and provided, and on the 24th I proceeded to offer the same by Public Out cry. Agreeable to the within order & sold the same to James R Galloway. he being the highest & best bidder at $8,,66 2/3 per acre the Amt. he bid being the 2/3 of the Appraised Value thereof

Wm W. Steele Sheriff

Fees
Fees of Sale $11.10
Adots - 4.25
$15.35

Filed Oct 25 1842
John Copeland Clerk
P. 2

sale Oct 24. $1110.50

"James R. Galloway
vs.
Samuel Galloway and others.
} In Partition.

On motion to the Court by Mr. Curry, counsel for the petitioner, and upon producing the assignment of Dower, and appraise=
=ment herein made by Wm. B. Irwin, James C. Miller and Benjamin Hopkins, under a former order of this Court, It is ordered that the Sheriff of this County proceed according to law to sell said real Estate in the petition described, subject to said dower estate of the said Aksoy Galloway, widow, and upon the following terms, to wit: One third cash in hand - one third in six months - and the residue in one year, with interest from the day of sale, to be secured by

And it is further ordered, that he make return of his proceed=
=ings to the next Term of this Court, and the cause is Continued."

I, John Cassil, Clerk pro tem of the Court of Common Pleas for the County of Union and State of Ohio, do Certify that the above is a correct copy of the Journal Entry of the above proceedings, August Term, A. D. 1842.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, this 19th day of September A.D. 1842.

John Cassil,
Clerk pro tem.

5

Union Com Pleas

James R. Galloway

v

Saml. Galloway et al

Commissioners return

In obedience to the Command of a writ of partition from the Court of Common pleas for the County of Jennison state of Ohio at the November term of sd Court 1841 in which the under signed were appointed Commissioners to make partition of a lot of land of one hundred and twenty nine acres part of Military survey No 7492 in the Virginia district would respectfully report that after being duly sworn by the sheriff of sd County as the law directs we proceeded to view sd land named in sd writ and after carefully examining the same are decided by of opinion that sd lot of land is not susceptable of a fair and equitable division as sd writ commands and we therefore appraise sd land to be worth fifteen dollars per acre interest money whereof we have here unto set our hands this 5th day of November 1841

William B. Irwin
James Riddle } Commissioners
Cyprian Lee

Received Nov 4th 1841
Samuel Galloway
vs
Joseph Galloway & others

for partition Dr To
William B. Irwin one day $ 1.00
James Riddle " 1.00
C. Lee " " " 1.00

James Galloway
vs.
Norm. Galloway et. al.

Order for partition

James R. Galloway
vs.
Samuel Galloway

Petition for partition.

This day came the petitioner, by his attorney ~~[illegible]~~, and produced proof of publication of Notice, proof of title to the premises, and proof of heirship of the petitioner; and thereupon this cause came on to be heard, upon the bill, and answer of the ~~defendants~~ guardian ad litem, exhibits and testimony and on motion of petitioner's Counsel it is ordered that by the oaths of William B. Irwin, James C. Miller and Benjamin Hopkins, three disinterested freeholders ~~of the~~ one full equal third part of the lands in said petition described, be assigned and set off to the said Ashey Galloway, as her dower estate; and that by the like oaths of the same William B. Irwin, James C. Miller, and Benjamin Hopkins, ~~partition be made of said lands, subject to said dower estate in the following proportions, to wit~~ One full equal eighth part of the lands in said petition described be set off and assigned to the petitioner in severalty; and that a writ issue to the Sheriff of Union County commanding him to cause said dower to be assigned, and said partition to be made accordingly.

Galloway
vs
Galloway et al.

Ex Part.

Order to Commissioners

~~[illegible]~~

~~Inquest~~ 0.00
Serv — 1.06
Mile — 50
Comsns 3.00
~~[illegible]~~ 4.05

For confirmation
of sale
Cost bill made
Recorded, Book 4 p. 78.

Order of Distribution

James R. Galloway
vs
Saml Galloway et al } Pet. for Part.

This day came the Petitioner by his attorney and produced proof of publication of Notice, and thereupon this cause comes on to be heard upon the bill answer of the defendant additional Exhibits and testimony and on motion of Petitioners counsel it is ordered that by the oaths of William B Irwin & William Lee and James Riddle three disinterested Freeholders one full equal eighth part of the following Real Estate to wit. beginning at three hickories and a forked white oak on the line of Robert Means Survey No 5301 thence N. 45° W. 94 poles to 2 hickories and a burr oak. thence N. 43° 30' W. E. 189 poles to a stake in a Prairie thence S. 56° 35 W. E. to a stake thence S. 52 W. 192 poles to the beginning containing one hundred and twenty nine acres and being part of Virginia Military Survey No 7492 in the name of William Robinson the same in the petition described be set off and assigned to the Petitioner in severalty and that a writ in the nature of a writ of partition issue the Sheriff of this County commanding him to cause said partition to be made according

The above is a true copy of the decree rendered in the above case this day given under my hand and seal of the County this 4th day of Nov. A.D. 1841 James H. Gill Clk

Galloway
vs.
Galloway et als.
Part.

Notice of Publication

Filed Nov. 3. 1841
James H. Gee Clk

Union Common Pleas.

James R Galloway, vs Sam'l Galloway et als. } IN PARTITION.

SAMUEL Galloway, David Wright and Amanda his wife, Sabra Galloway, Elijah Galloway, Joshua Galloway, Joseph Galloway, Hiram Galloway, Ira Galloway Elizabeth Galloway, Robert Wilson and Matilda his wife, and Acksey Galloway will take notice that a petition was filed against them on the 2d day of July A. D. 1841, in the Court of Common Pleas of Union County Ohio, by James R. Galloway, and is now pending, where in the said James R. Galloway demands partition of the following real estate to wit: a certain tract of land situate on the waters of Treacles Creek in the County of Union Ohio, bounded as follows; Beginning at three Hickories and a forked white oak on the line of Robert Mains survey No. 5301; Thence N. 45 Deg. W. 94 poles to two hickories and a burroak; Thence N. 43 Deg. 30 sec. E. 189 poles to a stake in a prarie; Thence S. 56 Deg. 35 sec. E. to a stake; Thence S. 52 W. 192 poles to the beginning. Containing one hundred and twenty nine acres; and being part of Virginia Military survey No. 7492 in the name of William Robinson; Conveyed, heretofore, by the said Robinson to David Witter, and conveyed by the said Witter to the legal heirs of Samuel Galloway, deceased;—— and that at the next term of said Court application will be made by the said James R. Galloway for an order that partition may be made of said premises.

OTWAY CURRY,
Attorney for petitioner.

July 2, 1841. 6t.

Robert McBratney being duly sworn says, that a copy of the above notice was published on the 2d day of July A. D. 1841 in a newspaper called the Union Star, and that said newspaper was then in general circulation in the County of Union, Ohio.

Robt. McBratney

Sworn to and subscribed before me this 3d. day of November A. D. 1841

Wm H Frank J. P.

Chancery Case File

Case No. 1841-CH-0009

No. 41-CH-9 D

Union Common Pleas Court.

Peyton B Smith
Plaintiff,

AGAINST

Henry Aurene,
Defendant.

NOV TERM. 1842

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 69

Record No. 4 Page 82

Ex. Doc. Page

that a writ of subpoena may issue

Your orator therefore prays that said defts be compelled severally to answer all & singular the matters & things contained in this Bill under their corporal oath as specifically as though the same were put by specific interrogatories. And on final hearing of this Bill your orator prays that the said Libel or the said Case be both of them as it may seem equitable to this Court may be decreed to pay said Amrine the amount due & unpaid of the purchase money to gether with the costs & the value of the property of your orator so sacrificed as aforesaid worth twenty dollars & cancel said Judgt & Notes or in default thereof that an account be taken of the value of the use & occupancy of said Mill since sd libel took possession & the Purchase money already paid to Amrine and the ballance struck & if there be any due to the assignee of the sd Bond that said Amrine be decreed to refund the same. That said Contract be cancelled together with the said Judgt & Notes and your orator restored to his ancient rights & privileges and such other & further relief as equity and good conscience may require and your orator as in duty bound will ever pray &c

A Hall Sol for Complt

Clayton & Smith
vs
Bill in Eq

Amry Amrine
Libel
Joshua Gore

Filed August 9 1861
Samuel Lee Clerk

Leave for decree
against in

Recorded, Book
41 page 82.

Hall for Complt

To the Hondle. the court of commons Plean in and for the County of of Union in Chancery sitting

Humbly complaining your Orator Peyton B Smith of said County showeth unto your Honors. That on or about the 13th day of October AD 1836 at the County aforesaid your Orator purchased by Title bond of Henry Amrine of said county (whom your Orator prays may be made defendant to this Bill) the following property (to wit) — The Mill known by the name of Amrine Mill with all the land belonging to said Mill and with all the improvements water priviliges & appurtenances thereunto belonging lying on Mill Creek in the Township of Paris Union County Ohio... That in consideration of said contract your Orator executed his five several notes of hand bearing date the said 13th day of October 1836 for the sums & due at the dates following. One for 200$ due Eight months after date — One for 250$ due June 13th 1838. One for 250. due June 13th 1839 with interest — One for 250 due June 13th 1840. & One for 250 due June 13th 1841 — all payable to said Henry Amrine That the Note for 200$ due 8 months after date was paid and Canceled by your petitioner and a small amount paid upon the Note calling for 250. due in 1838.

Your Orator further represents that on the 8th of Nov. AD 1837 at the place aforesaid your Orator assigned all his right title & interest in & to said title Bond to one O B Lipsel then of said Co of Union but now of Marion Co in Ohio (whom your Orator prays may also be made defendant to this Bill). upon this express condition and no other. That the said O B Lipsel should well & truly pay or cause to be paid four several Notes of hand given by your Orator to Henry Amrine calling in all for one thousand dollars. (meaning the last four notes above described)

Your Orator further shows that upon said assignment the said Lipsel or those holding under him immediately took possession of said Mill & its appurtenances & have enjoyed the rents

profits and emoluments thereof until the said last mentioned note became due on the 18th day of June AD 1841. Which rents & profits are of greater value than six hundred dollars.

Your Orator further represents that some time in the year 1838 (the time when and the conditions thereof being unknown to your orator) the said OB Lisper as your Orator has been informed assigned said title bond to one Joshua Crow (whom your Orator prays may also be made defendant of this bill) as collateral security for a debt due from one William Sharp to Sd Crow — who under the conditions of said assignment or otherwise has permitted those holding possession under the permission or authority Lisper to remain in uninterrupted possession of said mill & appurtenances.

Your Orator further charges that although he assigned said bond to said Lisper upon this express condition and no other. That he should well & truly pay Sd last from described notes of hand according to the effect & tenor thereof. And although said Lisper was enjoying the rents & profits ~~thereof~~ of said mill. Yet neither the said Lisper or the said Sharp nor the said Crow nor any other person for them or either of them have paid or caused to be paid any part thereof. But on the contrary the said notes calling for 250$ due June 13th 1838 & 250 June 13th 1839 being due & unpaid the said Amring instituted suit against your Orator on the law side of this Court & recovered judgt at the Oct Term 1839 against your Orator for the sum of $437.32 the ballance due on said notes & costs of suit. Upon which he caused execution to be issued & levied upon your Orators property & sold what little property your Orator possessed at such sacrifice that the costs still remain but partially satisfied

Your orator further charges that the amount of the other two notes remains wholly unpaid & accumulating interest.

Your orator further charges that said Lipsel & Sd Gore have both removed from this County and so far as your orator knows or believes are making no effort to pay said notes & said Indgt as they are in good conscience bound to do. but on the contrary wholly neglect & refuse to do so.

Your orator further emphatically declares that the existence of said Judgment together with the executions issued thereon watching for years for a grab at your orators property is a grievance which under the circumstances he can no longer bear. it having ~~already engendered~~ already engendered a hatred towards ~~our~~ our honorable officers of this Court sacrificed his property disturbed his quiet & other wrongs

Your orator has made repeated applications to said Gore & to said Lipsel to pay said Indgts & notes & relieve your orator but they are deaf to his complaints.

Your orator has made application to said Aurine and there only he seems to find a desire for fair dealing

Your orator represents that said Aurine is willing & anxious as this Court may decree to receive his purchase money & execute a deed according to his Bond. But rather than this Business should remain in this unsettled condition that an account be taken of the value of the rents & profits of said Mill since Lipsel took possession and of the purchase Money paid ~~to~~ to said Aurine and if he has Rd more than the rents & profits of said Mill are worth to refund the difference to the aforesaid Lipsel & said Bond

Canal. The whole matter

Union Com. Pleas

P. B. Smith

vs } Subpoena

Henry Amrine

O. B. Cattell &

Joshua Gore

Served by Certified Copy on H Amrine

O B Cattell & J Gore not found Aug 9. 1841

W W Slack Sheriff

Service — 75

Mile — 5

Copy — 10

90

Filed August 10. 1841

James A. Gillelle

2

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Henry Annine O. B. Cissel and Joshua Gore

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, on the 18th day of August (Instant)

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

P. B. Smith 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 ninth day of August A. D. 1841.

James H. Gill Clerk

Received this writ on the 12th day of August A.D. 1841. And served on the within named O. B. Bissel by handing him a true and certified copy of the same on the 16th day of August A.D. 1841. The other defendants not found within my bailiwick

John Darbee Sheriff

Lewis Conv. Plaintiff
vs. O. B. Smith
vs. Trustee in Ofp.
Henry Tennis
O. B. Bissel
Joshua Ford

Filed August 14 1841

Mf & Co
Recovery 2.00
Interest .55
Costs on ex. .10
Cost .10
$2.55

Filed Aug. 17 1841
Thomas H. Lee Clerk

2

227

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Marion COUNTY, GREETING:

We command you that you summon Henry Amine O. B. Gillet and Joshua Gore

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 18th day of August (instant)

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by P. B. Smith 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 ninth day of August A. D. 1841.

James H. Gill Clerk

Union Com. Pleas

P. B. Smith

vs } Sub. in Eq.

Henry Amrine

O. P. B. Cissel &

Joshua Gore

Filed Aug. 17. 1841

James H. Lee Clk

Served this on Joshua Gore by leaving a copy at his dwelling house on the 16th day of Augt AD. 1841 and not as to H. Amrine & O. P. B. Cissel for want of finding them

Fees service 35
Copy 10
Mileage 5
$ 50

Wm Berry Shff
C. C. O

2

Filed Aug. 17. 1841
Jos H. Lee Clerk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Clark COUNTY, GREETING:

We command you that you summon Henry Ammine O. B. Cissel and Joshua Gore

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, on the 18th day of August (instant)

to answer the matters and charges contained in a Bill

in Chancery exhibited against them ~ ~ ~ ~ ~ ~ ~ by

P. B. Smith 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 ninth day of August A. D. 1841.

James H. Gill Clerk

worth, to refund the difference to the assignee of said title bond, and cancel the whole matter.

Your orator therefore prays that a writ of subpana may issue, that said defendants be compelled severally to answer all and sin=gular the matters and things contained in this bill, under their corporal oath, as specifically as though the same were put by specific interrogatories. And on final hearing of this bill, your orator prays that the said Cipel or the said Gore, or both of them, as it may seem equitable to this Court, may be decreed to pay said Arvine the amount still due and unpaid of the purchase money, together with the costs, and the value of the property of your orator so sacrificed as aforesaid, worth twenty dollars, and cancel said judgment and notes - or in default thereof, that an account be taken of the value of the use and occupancy of said mill since said Cipel took possession, and the purchase money already paid to Arvine, and the balance struck; and if there be any due to the assignee of the said bond, that said Arvine be decreed to refund the same - that said con=trad be cancelled, together with said judgment and notes, and your orator restored to his ancient rights and privileges; and such other and further relief as equity and good conscience may require - and your orator, as in duty bound, will ever pray, &c.

A. Hall, Sol. for Complt.

Boyton B. Smith
vs.
Henry Arvine,
O. B. Cipel,
Joshua Gore &
William Stark

Bill in Chancery.

Amended Bill

Filed Nov. 3, 1843
Ed. H. Lee Clk

Cost bill made

A. Hall,
Sol. for Complt.

To the Honorable the Court of Common Pleas in and for the County of Union, in Chancery sitting —

Humbly complaining, your orator, Peyton B. Smith, of said County, showeth unto your Honors that on or about the 13th day of October, A.D. 1836, at the County aforesaid, your orator purchased, by title bond, of Henry Anvine of said County (whom your orator prays may be made defendant to this bill) the following property, to wit: The mill known by the name of Anvine's mill, with all the land belonging to said mill, and with all the improvements, water privileges and appurtenances thereunto belonging, lying on Mill Creek in the township of Paris, Union County, Ohio — That in consideration of said contract, your orator executed his five several notes of hand, bearing date the said 13th day of October, 1836, for the sums and due at the dates following, to wit: One for $200, due eight months after date — one for $250, due June 13th, 1838 — one for $250, due June 13th, 1839, with interest — one for $250, due June 13th, 1840, and one for $250, due June 13th, 1841; all payable to said Henry Anvine; That the Note for $200, due 8 months after date, was paid and cancelled by your petitioner, and a small amount paid upon the note calling for $250, due in 1838.

Your orator further represents, that on the 8th of November, A.D. 1837, at the County aforesaid, your orator assigned all his right, title and interest in the said title Bond to one O. Blipel, then of said County of Union, but now of Marion County in Ohio (whom your orator prays may also be made defendant to this Bill) upon this express condition, and no other, that the said O. Blipel should well and truly pay, or cause to be paid, four several notes of hand given by your orator to Henry Anvine, calling, in all, for one thousand dollars (meaning the last four notes above described.) Your orator further shows that,

upon said assignment, the said Lipel, or those holding under him, immediately took possession of said mill and its appurtenances, and have enjoyed the rents, profits and emoluments thereof, until the said last mentioned Note became due, to wit, on the 13th day of June, A. D. 1841, which rents and profits are of great value, to wit, six hundred dollars. Your orator further represents, that some time in the year 1838 (the time when [redacted] being unknown to your orator) the said D. B. Lipel, as your orator has been informed, assigned said Title Bond to one William Sharp, ~~late of the county of Wayne, but now of Clark County, Ohio, or Iowa Territory~~ now a resident of Fort Wayne, State of Indiana, (whom your orator prays may also be made defendant to this bill) conditioned also for the true payment of the amount due thereon; and said Sharp afterwards assigned said Bond to one Joshua Gore, then of this County, but now of the County of Clark, in this State, upon the express condition, and no other, that he should well and truly pay the amount due and unpaid upon your petitioner's said notes, as collateral security for a debt due from said Sharp to said Gore, who, under the conditions of said assignment or otherwise, has permitted those holding possession under the permission or authority of said Lipel, to remain in uninterrupted possession of said mill and appurtenances. Your orator further charges that, although he assigned said Bond to said Lipel upon this express condition, and no other, that he should well and truly pay said last four described notes of hand, according to the effect and tenor thereof. And although said Lipel was enjoying the rents and profits of said mill, yet neither the said Lipel or the said Sharp, nor the said Gore, nor any other person for them or either of them, have paid, or caused to be paid, any part thereof. But on the contrary, the said Notes, calling for $250, due June 13, 1838, and $250, due June 13, 1839, being due and unpaid, the said

Arvine instituted suit against your orator on the law side of this Court, and recovered judgment at the October Term, 1839, against your orator for the sum of $437.32, the balance due on said notes, and costs of suit, taxed at $10.00, caused execution to be issued and levied upon your orator's property, and sold what little property your orator possessed, at such sacrifice that the costs still remain but partially satisfied.

Your orator further charges that the amount of the other two notes remains wholly unpaid, and accumulating interest.

Your orator further charges that said Bifel and said Gore have both removed from this County; and so far as your orator knows, or believes, are making no effort to pay said notes or said judgment, as they are in good conscience bound to do; but, on the contrary, wholly neglect or refuse so to do.

Your orator further emphatically declares that the existence of said judgment, together with the executions issued thereon, watching for years for a grab at your orator's property, is a grievance which, under the circumstances, he can no longer bear, it having already engendered a hatred towards an honorable officer of this Court, sacrificed his property, disturbed his quiet, and other wrongs to your orator done.

Your orator has made repeated applications to said Gore and to said Bifel, to pay said judgment and notes, and relieve your orator, but they are deaf to his complaints.

Your orator has made application to said Arvine, and him only he seems to find desirous for fair dealing.

Your orator represents, that said Arvine, is willing and anxious, as this Court may decree, to receive his purchase money, and execute a deed according to his Bond. But rather than this business should remain in this unsettled condition, that an account be taken of the value of the rents and profits of said Mill, since Bifel took possession, and of the purchase money paid to said Arvine — and if he has received more than the rents and profits of said Mill are

P B Smith

v.

Henry Amrine et al.

Proof of Publication

Filed Apl 25th 1842

Jas. H. Gill Clerk

Peyton B Smith
vs
Henry Amrine,
O B Cissel,
Joshua Gore, &
William Tharp.

IN UNION COMMON PLEAS—In Chancery to Nov Term 1841.

THE said William Tharp is hereby notified that on the 3d day of November 1841, the said Peyton B. Smith filed his amended bill in said court against the said Henry Amrine, O B Cissel, Joshua Gore & William Tharp, setting forth in substance that on or about the 13th of October 1836, complainant purchased by title bond of defendant Amrine the mill property known as Amrine's mill, with the appurtenances, lying and being in Paris township, Union Co Ohio—that in consideration of said contract complainant executed and delivered to said Amrine his five several notes of hand of that date, amounting to one thousand dollars; that complainant paid said Amrine something over $200, and on the 8th of November 1837, assigned all his right, title and interest in said bond to said O B Cissel, conditioned that said Cissel should pay complainant's said notes to said Amrine as they severally became due; that said Cissel or those holding under him, had uninterrupted possession of said mill and privileges until the note last due given by complainant to said Amrine became due, to wit: June 13th, 1841.—That said Cissel subsequently assigned said bond to said Tharp, and said Tharp afterwards assigned the same to said Gore; both of said assignments being conditioned for the faithful payment of complainant's said notes. That said notes have not been paid, or any part thereof; that said Amrine has commenced suit, obtained judgment against complainant upon the law side of said court upon two of said notes; caused execution to be issued thereon, and sold complainant's property at Sheriff's sale—that said Amrine is willing to receive his purchase money from the present assignee of said bond and execute a deed according to his bond, or in default thereof that an account be taken of the value of the use and occupancy of said mill while in the possession of the assignees of said bond, and also of the amount paid by complainant; and if the purchase money paid amounts to more than the value of the rents of said mill, to refund the difference to the assignee of said bond, and cancel the udgment and notes against complainant. The prayer of said petition is, that said Gore, or the assignee of said bond, pay said Amrine his said purchase money and receive the deed; or in default thereof that an account be taken accordingly, and that on final hearing, that by decree of said court said contract be cancelled, and said Amrine be decreed to receipt said judgment and deliver to complainant his said notes. The defendant Tharp will appear, plead, answer or demur to said bill, on, or before the first day of the next term of said court, or the same will be taken pro confesso.

A. HALL,
Sol. for Comp't.

jan 7—6t

State of Ohio, Union County, ss.:
April 25, A. D. 1842.

Personally appeared before me, ~~James Turner, a Justice of the Peace in and for Paris Township, Union County and State of Ohio,~~ James E. Wilson, Printer of the "Union Gazette," a newspaper printed and published in said County of Union, and of general circulation therein, who, being duly sworn by me this day, deposes and says that the Notice in Chancery, Peyton B. Smith vs. Henry Amrine et al. of which the annexed is a copy, was published for six consecutive weeks in said Gazette, commencing on the 7th day of January, 1842.

A R Irwin
Pros. of J. 12th JC

Union Common Pleas.

Peyton B. Smith
vs.
Henry Amrine et al.

Master's ~~Fees~~ Fees,	$10.00
Witness (Donley)	0.50
" (Amrine)	0.50
	$11.00

Filed Nov. 7, 1842.
John Cassil, Clk
pt.

57

Peyton B. Smith
vs.
Henry Amrine,
O. B. Cissel,
Joshua Gore, &
William Sharp.

The Report of James E. Wilson, Special Master in Chancery, to whom this Cause stands referred, for the purpose of stating an account between the parties, pursuant to the interlocutory decree rendered at August Term, Common Pleas, A. D. 1842.

It appears, from the testimony of John Dorley and Wesley Amrine, who were duly sworn the truth to say, as well as from the answer of Henry Amrine (a defendant) that the statements in petitioner's bill and amended bill, on file, are substantially true.

From said testimony, as well as from other sources, the following facts also appear, viz.:

1. That at the time of the purchase of said mill and appurtenances (referred to in the bill) by the petitioner, the same was very much dilapidated and out of repair.
2. In the latter part of the year 1837, said mill and appurtenances were assigned by petitioner to one O. B. Cissel – that at the time Cissel took possession, the rents and profits, use and occupancy, &c. might be valued at from $150 to $200, per annum.
3. That said Cissel, and those holding under him, ~~claimed~~ had possession, in all, for the space of about 2 years and 30 or 40 days, amounting to about $370.00
4. That petitioner paid $200 purchase money, and about $170 subsequently.

Taking the property, then, to have been worth a yearly rent of $175, the whole amount since Cissel took possession, would be about $370.00
Moneys paid by petitioner, as above, (on his notes,) 370.00
0.00

Leaving no balance whatever, between the payments made by petitioner, and the rents, &c. of the mill since Cissel took possession.

Respectfully submitted.

James E. Wilson, Sp. Mas. Com.

Peyton B. Smith

vs } Auditor of State

Henry Amrine
et al.

Filed Jany. 6. 1842.
Saml. A. Gilcollet

4

Answer in proper

The separate answer of Henry Amrine to a bill Exhibited against him and others by Peyton B Smith in Union County Court of Common Pleas.

And the said Amrine for answer to said bill or so much as he deems adusable says.. That he sold said Mill property to said Smith by title Bond and received said Smiths notes as is charged in Complts said bill That he not sued upon two of said notes & received judgt against said Smith upon the law side of the Court. Caused execution to issue which was levied upon one Cow the property of said Smith & subsequently sold by the Sheriff as charged in Complts bill.. Respondand believes that the other matters and things set forth in Complainant bill are true Respondant further states that he has been ready and anxious to execute a good & sufficient deed for said Cow or any other person having the legal interest in said title Bond upon payment of the purchase money But respondand has so far found it impossible to force payment.. And from the fact that respondand has no hopes of obtaining his said purchase money and that said Mills are fast hopping into a state of delapidation & decay for the want of proper attention and repair respondant is willing that an account be taken as prayed for in Complainants bill a fair & Equitable settlement of the matter had & said Contract Judgment & Notes canceled as this Court may direct.

Henry Amrine
in proper

No. 41-CH-10

Union Common Pleas Court.

Elizabeth Parthemore et al
Plaintiff,

AGAINST

Jacob Parthemore
Defendant.

OCT 1844

Decree for plff.

Journal 3 Page 265

Record No. 4 Page 322

Ex. Doc. Page

Mon. Com. Pleas

Sarah Parthemore
et als

vs

Jacob Parthemore

Answer and
appearance

Filed Aug 17 1841
James McGill Clerk

Wm B. Irwin
Horace Anders
John Yost

1844 Partitioners
Cost Bill prepared
Costs

Recorded

1884

Jacob Parthemore
vs
Catherine Smedley et als

Union Com Pleas
Petition for partition

We the undersigned tenants in common [illegible] the petitioner hereby plead to his said petition [illegible] appearance without process, and consent to the granting of the prayer of the petitioner.

Elizabeth Parthemore
Ray G Morse
Sarah Morse
Frederick Parthemore
Permilla Parthemore
Alfred T Morse
Rebecca Morse
Nancy Parthemore
John Morrow
Mary Morrow
Catherine Smedley

J

P.P.P.

and as in the Ground upon Petition will more
pray and c

By Podamer Dol for
Petition

Jacob Porthemore
vs
Sarah Porthemore
et als

Petition for par

Filed Aug. 17. 1841
James W. Gieu Clerk

Recorded

3.25 3/4 3.6 8 3/4
4 3 3/4
7 2 1/2

To the Hon'ble the Court of Common Pleas
Union County Ohio in Chancery Sitting

Your Petitioner Jacob Parthemore a resident of said County Respectfully represents to your honors that John Parthemore late of this County deceased died seized in fee of the following described premises being and lying in the said County and described as follows on Darbys creek being Survey S 602. Beginning at 3 Elms westerly corner to Warren Cash's Survey No 3196 thence N. 60° W 160 poles to two Elms and Black oak thence N 30° E 100 poles to a stake and 3 elms thence S. 60 E 160 poles to 3 elms westerly corner to Balzer King Survey No 4982 thence South 30° West 100 poles to the beginning containing one hundred acres

Containing one hundred acres that the said ~~John Parthiemore left~~ eight children ~~and heirs who are equally entitled to share and share alike~~ to wit your Petitioner one eight ~~Frederick Parthiemore~~ Elizabeth Parthimer two shares ~~Nancy Parthiemore~~ Catherine Smedley one share ~~married Thomas Smedley~~ Polly wife of John Morrow and owns one half with whose ~~Sarah wife of Rand J. Moore~~ and ~~Sarah wife of Alford J. Moore~~ all of this County ~~except the said Sarah Smedley~~ who ~~has an interest~~ ~~unknown~~ and whom your Petition prays may be made defendant to this application the prayer of your Petition therefore is that partition of the premises may be made by order of this Court that your Petitioner may enjoy and possess as part of said lands in severally

Union Common Pleas.

Jacob Parthemore
vs.
Elisabeth Parthemore et al.

Order to sell.

Recd this Order Oct 4th 1842 agreeable to the statute, I advertised the same for sale Nov 5. 1842. Stayed by Injunction Oct 31. 1842

W W Steele Sheff

Serv 1.00
Mile .05
Advtg. 4.00
5.05

Filed Nov. 2, 1842.
John Cadwallader, Clerk
pro tem

Recorded

Sale Nov 5

"Jacob Parthemore vs. Elizabeth Parthemore and others.

Union Com. Pleas — Aug. Term, 1842.

Petition for Partition.

On motion to the Court by Mr. Lawrence, Counsel for the petitioner, and upon producing the proceedings of the Sheriff, and the Report and proceedings of the Commissioners herein before appointed, and the same being examined, it is ordered that said proceedings and report be and the same are hereby approved and confirmed — and thereupon neither of the parties electing to take said Estate at the valuation thereof as returned by said Commissioners, on motion of the petitioner, ordered that said Estate be sold at public auction by the Sheriff of said County of Union, according to the Statute in such case made and provided."

I, John Cassil, Clerk pro tem. of the Court of Common Pleas for Union County, in the State of Ohio, do certify that the above is a correct copy from the proceedings had in said case at the August Term of said Court, A.D. 1842.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court, at Marysville, this twenty-fourth day of September, A.D. 1842.

John Cassil,
Clerk pro tem.

Union Com. Pleas.

Jacob Parthemore

vs } ~~Order of~~

Elizabeth Parthemore
and others —
Report of Commis-
Filed Nov 6. 1841
Jas H Gitt Clk

Recorded

We the Commissioners appointed in this cause to sett off and assign to Jacob Parthemore in severalty one full equal Eigth part of the following described real estate to wit ~~Survey~~ ~~No~~ part of Survey No 5602 — Beginning at three Elms Northeasterly Corner to Warren Cashes Survey No 3196. thence N 60 W 160 poles to 2 Elms and a blk ~~Oak~~ Oak thence N 30° E 100 poles to a stake and three Elms thence S 60 E 160 poles to 3 Elms Westerly corner to Balzer Wings survey No 4982 thence S 30° W. 100 poles to the beginning containing one hundred acres, And having been duly sworn, upon actual view of the premises, and of opinion the ~~sd~~ Estate is not susceptable of a fair & Equitable partition we therefore apprize sd land to be worth ten dollars per acre pretesta mony Where of we have hereunto set our hands this 5th day of November 1841

William B Kern
John yost } Commissioners
Harris Andrews

Jacob Parthemore
vs
Elizabeth Parthemore Exdtx, Dr to Commissioners on partition

To William B. Kern	Dr.	1.00
John yost	"	1.00
Harris Andrews	"	1.00

Union Com. Pleas

Jacob Pathemore

vs

Elizabeth Pathemore
& others

Writ of Partition

I have executed this writ by the oaths of the within named Commissioners whose report is herewith returned Nov 6th 1841

W Stale Sheriff

Serv — 1.00
Commissioners 3.00
Mile — .05
4.05

Filed Nov 6. 1841
Jas A Gooch

The State of Ohio Union County ss
To the Sheriff of said County Greeting
We command you that without delay by the oath
of William B. Irwin Thomas Andrews and John Gest
you cause one full equal eighth part of the following
lands and tenements to wit Part of Survey No. 5602
beginning at three Elms northwesterly corner to Warren
Cashes Survey No 3176 thence N. 60 W 160 poles to two
Elms and a black oak thence N. 30° E. 100 poles to a
stake and three Elms thence S. 60 E. 160 poles to 3
Elms westerly corner to Balzer Stings Survey No. 4982
thence S. 30. W. 100 poles to the beginning contain
ing one hundred acres to be set off and as-
signed to Jacob Parthemore in severalty. and
that you proceedings in the premises you distinctly
certify under your hand to our Court of Com-
mon Pleas within and for the County of Union
forthwith together with this writ
Witness James W. Gill Clerk of said
at the Court house this 4th day of
November A.D. 1841
James W. Gill Clerk

And having thus fully answered ~~this~~ said petition she prays that an order of partition may be granted, that the one fourth of said land, being the interest of this deft therein, may be set off to her in severalty.

P. B. Cole, Atty for deft.

State of Ohio Union County ss

Elizabeth Parthimer being duly sworn, says, that all the matters & things set forth in this answer, as from information of others she believes to be true, & all the other matters & things therein contained, are true in substance & in fact

Elizabeth her x mark Parthimer

Sworn to & subscribed before me June 26th 1843

James Turner J.P.

Union Comm. Pleas

Jacob Parthimer

vs

Answer

Elizabeth Parthimer

Filed June 26, 1843

Jos. M. Cooper

Clk.

Recorded

Jacob Parthimor
vs
Elizabeth Parthimor et al

Union Com. Pleas.
In Partition

The separate answer of Elizabeth Parthimor one of the Defts to a petition for partition filed against her & others by Jacob Parthimor,

The said Elizabeth now comes & for answer to said petition says she admits that John Parthimor deceased died seized in fee simple of the land described in said petition as therein set forth, and that he left eight children & heirs as therein set forth. And that said heirs were originally entitled to equal shares in said land. But at the time said petition was filed this Deft says at that time, ~~and still~~ she was, & still is, the owner of two eighths of said land (being two shares) instead of one eighth as charged in said petition. She having inherited one eighth thereof from her father, the said John Parthimor deceased, & purchased from her Brother Frederick Parthimor, his share, being one undivided eighth part of said land, as evidenced by a deed from said Frederick Parthimor & wife to this Deft, bearing date August 13th 1841 which deed is herewith filed marked "A" & made a part of this answer.

This defendant further says in answer to said petition that at this time one half of said land is owned by John Monroe and Polly his wife, two of the Defts to this petition — the said Polly having inherited one eighth part thereof from her father the said John Parthimor deceased. And the said John Monroe (her husband) having bought out three other shares, being those of Ray & Morse & wife, Alford Bellorse & wife & Nancy Parthimor, others of the heirs of said John Parthimor deceased. As evidenced by a deed from the last mentioned heirs to the said John Monroe, bearing date August 1st 1842, & recorded in the recorders office of said County of Union Book 8 page 531

Release of Pattemore

For and in consideration of the sum of two hundred dollars in hand paid by John Morrow the undersigned heirs at law of John Parthenon deceased hereby sell and release to said John Morrow all our right title and interest in the personal estate of the said John Parthenon and all and singular the good chattels rights credits moneys and effects of which the said John Parthenon died seized and we do hereby authorize the said John Morrow to secure & receipt for any & all things which may be in the hands of the administrator of said Estate or elsewhere as our claim or interest in said personalty.

Given under our hands this 26th day of June 1843.

Ray G Mose (Seal)
Sarah Mose (Seal)
Alfred V Mose (Seal)
Rebecca Mose (Seal)
Nancy Parthenon (Seal)

James Turner
C. Williams

Recorded

I have Executed this writ by the oaths of the within named Commissioners, whose Report is herewith Retd. July 8. 1843 Wm W. Steele Shff

Serv 1.00
Mile 05
1.05

Filed July 8. 1843.
John Carrol Clk

Jacob Parthemore
vs
Elizabeth Parthemore
et als

} Mt partition

We the ~~petitioners~~ Commissioners appointed by the Court in this case to make partition in obedience to the above writ after having been duly sworn proceeded to make said partition on actual view of the premises and upon further view of the premises are of opinion that said lands cannot be divided without manifest injury to the same and thereupon we do estimate the value ~~of~~ there of ~~at~~ at one thousand dollars all of which is respectfully submitted

Given under our hands this 8th day of June 1843

John Weaver
Cyprian Lee
J. M. Johnson

Fe
C Lee $1.00
J. Weaver 1.00
J. Johnson 1.00
3.00

State of Ohio union County ss

To the sheriff of said County greeting
We command you, ~~that~~ without delay, by the oaths of Cyprian Lee, John Johnson, John Weaver you cause one full eighth part of the following lands and tenements to wit Part of survey No. 5602 begining at three elms northwesterly corner to Warren Cash survey No 3196 thence N. 60 W. 160 poles to two elms and a black ash thence N. 30. E 100 poles to a stake and three elms thence S. 60 E. 160 poles to 3 elms westerly corner to Baker kings survey No 4992 thence S. 30 W. 100 poles to the begining containing one hundred acres to be set off and assigned to Jacob Parthemore one fourth part to Elisabett Parthemore ~~xxxx~~ one half to John Morrow and one eighth part to Catharine Lindsey and that you proceedings in the premises you distinctly certify under your hand to our Court of common Pleas forthwith together with this writ

Witness John Cassil Clerk of said Court at the Court house this 8th day of July A.D. 1843

John Cassil Clerk

Union Common Pleas

Jacob Parthemore
vs Div Partition
Elizabeth Parthemore

Order to Sell

Offered the property for sale on the 16. day of April 1844 having previously advertised the same according to Law No sale for want of bid-diss.

W W Steel Sheriff

Serv	35
Mile —	5
adv —	25
	.65
Pr. fee	3.00
	3.65

Filed April 16. 1844
John Capel Clerk

The State of Ohio } I John Cofsil 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

Thursday Oct 19th 1843

Jacob Parthemore
vs
Elizabeth Parthemore } In Partition

In this case neither of the
parties electing to take the
said premises at the appraisement it is ordered
that the Sheriff proceed to sell the said Premises
according to the Statute in such case made and
provided. And it is further ordered that the parties
pay the costs of this application in proportion to their
interest within thirty days from the rising of this Court
and that in default thereof execution issue therefor
as in Cases at Law

In testimony whereof I do hereto subscribe
my name and affix the seal of said
Court this 11th day of November A.D. 1843

John Cofsil, Clerk

Agreeable to the commands of this writ, or order I Advertised the Lands described in Petition for Partition according to the Statute in such cases made and provided, to be sold at the Court House door on the 4th day of June 1844 And at the time and place advertised I offered the same by Public Outcry – and sold the land viz 100 acres Survey No 5602. to Jacob Pantermore for the sum of $666.66.6. He being the highest and best bidder therefor and that amount being two thirds of the appraised value thereof all of which is Respectfully submitted

W. W. Steele Sheriff

Union Co Ala

Jacob Pantermore

vs

Elizabeth Pantermore et al

Order to sell

Service – 35
Mile .05
Advty – 25
Commission 6.66
$7.31
Sr. fee 3.00
10.31

Filed July 22 1844
John Leftwich Clk

Jacob Parthemore } Union Com Pleas October Term 1843
vs } In Partition
Elizabeth Parthemore } In this case neither of the parties desir-
and others } ing to take the said premises at the
appraisement, It is ordered that the Sheriff
proceed to sell the said premises according to the Statute in
such case made and provided, and it is further ordered that
the parties pay the costs of this application in proportion to
their interest within thirty days from the rising of this
court, and that in default thereof Execution issue
therefor as in cases at Law

Jacob Parthemore } April 16, 1844
vs } Chancery
Elizabeth Parthemore et al } Continued under former order

The State of Ohio } I John Cassil Clerk of the Court of Com
Union County ss } mon Pleas within and for the County of
Union and State of Ohio do hereby certify
that the foregoing entries are truly taken and Copied
from the Journals of said Court

In testimony whereof I have hereto subscribed
my name and affixed the seal of said Court
this 2nd day of May A.D. 1844

John Cassil Clerk

To W M Steele Sheriff of said
County

Frederick Parthenon
To
Deed
Elizabeth Parthenon

Widener (a)

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, Frederick Parthemore and Permilla wife of said Frederick Parthemore of the county of Union Ohio, in consideration of the sum of one hundred and thirty dollars in hand paid by Elizabeth Parthemore of said County & State have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Elizabeth Parthemore her ~~his~~ heirs and assigns, forever, the following premises, situate in the county of Union and in the State of Ohio ~~and bounded and described as follows:~~ Being the one undivided Eighth part of the following Real Estate Bounded and described as follows to wit Being Survey No 5602 Survey on for Esher Patterson & patented to James Galloway. Beginning at 3 Elms westerly corner to Warren Cashes Survey No. 3196 running N. 60 W. 160 poles to 2 Elms and a Black oak thence N. 30 E. 100 poles to a Stake and 3 Elms thence S. 60 E. 160 poles to 3 Elms westerly corner to Balser Kings Survey No 4982 thence S. 30 W. 100 poles 100 poles to the Beginning containing one hundred acres more or less

To have and to hold said premises, with the appurtenances unto the said Elizabeth Parthemore her heirs and assigns, forever. And the said Frederick Parthemore & Permila his wife for themselves and heirs do hereby covenant with said Elizabeth Parthemore her heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all encumbrances whatsoever; and that they will forever warrant and defend the same with the appurtenances, unto the said Elizabeth Parthemore her heirs and assigns, against the lawful claims of all persons whatsoever,

In testimony whereof, the said Frederick Parthemore & Permila have hereunto set their hands and seals, this thirteenth day of August in the year of our Lord one thousand eight hundred and forty one

Frederick Parthemore [SEAL.]
Permilla Parthemore [SEAL.]

EXECUTED IN PRESENCE OF

John Castle
Robert Paris

State of Ohio, Union County, ss.

Before me, John Castle an associate Judge in and for said county, personally appeared the above named Frederick Parthemore and Permila his wife, and acknowledged the signing and sealing of the above conveyance to be their voluntary act and deed; and the said Permila being at the same time examined by me separate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith; this thirteenth day of August A. D. 1841

John Castle [SEAL.]

Chancery Case File

Case No. 1841-CH-0011

No. 41-CH-11

Union Common Pleas Court.

Allen, C. McArthur et al
Plaintiff,

AGAINST

Nathaniel E. Cornell,
Defendant.

MAY TERM, 1845

DECREE FOR PLAINTF

Journal 3 Page 274

Record No. 4 Page 361

Ex. Doc. Page

Allan C. McArthur et al

vs

Nathaniel E. Cornwal et al
Filed Aug. 17. 1841
James F. Gill Clerk

Bill in Chancery

Cost bill made

Recorded

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

Your Orator Allen C. McArthur of Pickaway County in said State of Ohio, Effie McA. Coons of Hamilton County in said State, William M. Anderson and Eliza A. Anderson his wife, Mary A Trimble and Mary Trimble his wife of Ross County in said State John Walke and Frances Walke his wife and John A. Kerchevall of Pickaway County aforesaid & Duncan McArthur, Smith McArthur, Nancy McArthur and William H. H McArthur infants under the age of twenty one years by William McDonald their next friend, the four last named infants of the County of Clark in said State; would respectfully represent that on or about the 23rd day of June AD 1838, Duncan McArthur late of said County of Ross departed this life intestate, and left as his heirs at law his children Allen C McArthur, Effie McA. Coons, Eliza A Anderson, Mary Trimble, his grandchildren representative Frances Walke and John A Kerchevall, and his son James M.D. McArthur, who on the day of July 1840, departed this life leaving as his heirs his children your orators Duncan McArthur, Smith McArthur, Nancy McArthur and William H. H McArthur. That a certain Daniel Bedinger late deceased late of the State of Virginia, being entitled to a Military warrant known as No 2211, for his services as a lieutenant in the Virginia continental line, on the 9th day of October 1806 authorized Duncan McArthur to locate 1666⅔ acres part of said warrant on account and unappropriated land in the District set apart for the satisfaction of said warrants between the Scioto and Little Miami in the said State of Ohio; and for the services of said Duncan McArthur as locator the said Daniel Bedinger agreed to allow said Duncan McArthur the one fourth part of the lands so located for said Daniel Bedinger by virtue of said warrant. Which said agreement will more fully and at large appear by reference to a letter from said Daniel Bedinger to said

Duncan McArthur dated "Shepherdstown October 9. 1806"
which said letter is hereunto filed marked A & prayed
to be taken as a part of this bill. That in pursu-
ance of and in conformity with this agreement
between the said Duncan McArthur and said
Daniel Bedinger, the said Duncan McArthur
made three several entries of the said warrants,
one entry No 842 of 666 acres in the name of
said Daniel Bedinger which said entry was
surveyed by said Duncan McArthur on the
22nd day of Nov. 1808, and the plat and certificate
delivered to said Daniel Bedinger who obtained
a patent therefor ~~bearing~~ in his own name bearing
date the 2nd day of April 1811. the second entry No
5646 of 750 acres made ~~in~~ the name of Thomas Worthington
and surveyed by said Duncan McArthur on the
20th day of April 1808 and patented to the said
Daniel Bedinger on the 2nd day of April 1811.
and the third entry No 6156 in the name of said
Worthington, and surveyed by said Duncan McAr-
thur on the 10th day of April 1809 and patented to
said Daniel Bedinger on the 2nd day of April
1811. Certified copies of the above described entries, surveys & patents
will be read on the hearing of the above cause
if necessary and will be prayed to be taken as a
part of this bill.

Your Orator further represent that some
time in the Spring of the year 1818 said Daniel
Bedinger departed this life, having first made
and published his last will and testament bear-
ing date the 10th day of March 1818, by which ~~said~~
he devised all his lands in the said State of Ohio
to his son Edwin P. Bedinger & his heirs; which
said last will and testament of said Daniel Be-
dinger was after ~~[illegible]~~ the death of said Daniel
Bedinger recorded & admitted to record in Jefferson County in
the State of Virginia & also in the court of Ohio in the State
will and testament marked A is hereunto
filed and prayed to be taken as a part of this bill.

Your orator further represents that said ~~Edwin G. Bedinger at the time of the death of said~~ Daniel Bedinger did not in his life time comply with the contract with said Duncan McArthur also referred to, and that said Edwin G. Bedinger the donee of said Daniel Bedinger at the time of the death of said testator was an infant of very tender years and did not reach his majority until about the year 1834. That at or about that time said Edwin G. Bedinger acknowledged the said contract of his testator Daniel Bedinger and agreed with said Duncan McArthur that the ~~fourth~~ fourth part of ~~said~~ the above lands should be assigned and set off, as the location thereof of said Duncan McArthur in the following manner: One fourth part of said entry and survey No 842 for 166 6/7 to be taken off in ~~the following manner~~ of said tract by certain metes and bounds ~~all of which~~ as appears hereof will fully appear by reference to ~~said~~ a survey of said tract reflected executed at the time of the partition between the heirs of said Edwin G. Bedinger deceased

and for his share of the 1000 acres entered and surveyed as above described, that said Duncan McArthur should receive the whole of entry and survey No 6156 of 250 acres being the one fourth part of said 1000 acres. That before any conveyance was made of said lands ~~the said~~ to the said Duncan McArthur, the said Edwin G. Bedinger ~~departed this life~~ on or about the day of 1835 and 1836, (the precise date not known to your orator) departed this life intestate, leaving as his heirs, his brother Daniel Bedinger Henry Bedinger, ~~his sister~~ Lucy Conway the wife of Nathl. E. Conway Virginia Lucas, ~~Dorothy Lee~~ the wife of William Lucas Elizabeth Washington the wife of Wm. T. A. Washington, ~~Rosinetta Lee~~ the wife of Edmund J. Lee ~~and Thomas Ware~~ the children of his deceased sister Margaret R. Slater, to wit Thomas M. Slater and

Margaret Ann Fates and the children of her deceased sister Mary Bryan to wit, John L. Bryan and Sarah R. Bryan. That since the death of said Edwin G. Bedinger the said Virginia Lucas the wife of said William Lucas has departed this life intestate, leaving as her heirs her children William Lucas, Daniel B. Lucas, ~~Virginia~~ Sarah Ellen Lucas and Virginia Lucas, all of whom are infants; also that said Elizabeth Washington has also since the death of said Edwin G. Bedinger departed this life intestate leaving as her heirs her children Lawrence B. Washington, Daniel B. Washington, Sally E. Washington, Benjamin F. Washington, Georgeanna A. Washington, Thomas Washington, Mary Elizabeth Washington, George Washington, Mildred B. Washington, Susan E. Washington and ~~Henrietta~~ Henrietta B. Washington, the three first of whom are adults and the others infants. That said Margaret Ann Fates has recently intermarried with Dalton L. Monson and said Sarah R. Bryan has recently intermarried with William Long. That ~~said Daniel Bedinger~~ has also departed this life ~~having first made and published~~ since the death of said Edwin G. Bedinger, having first made and published his last will and testament whereby he devised all of his estate real and personal to his widow Catharine Bedinger.

Your orator further represent that since the death of said Edwin G. Bedinger the above persons as his heirs have made partition of all the lands to which he was entitled under the will of his father Daniel Bedinger deceased in this State in the Court of Common Pleas of Madison County, and that in said partition they excluded the above tract of 166½ acres part and parcel of said entry and survey No 842, and the whole of entry and survey No 6156 of 250 acres above described, and that the said heirs of Edwin G. Bedinger admit the right and title of your orator as heir of said Daniel McArthur deceased to a conveyance of said tracts, but allege that

the infirmity of certain of the alien heirs prevents a conveyance of said tracts of land.

Your Orator further represents that the said Wm Brown first and second of entry and survey No 842 above described, ~~and said orator and his wife No 5646 of 750 acres~~ is situate in the County of Logan in this State, and that the other tracts are situate in the said County of Mason, and that your orator has only at present an equitable title in said lands and that they are entitled to the legal title, and being remediless at law and relievable only in equity they pray that Nathaniel E. Conrad and Susan Conrad his wife of the State of Connecticut, Henry Bedinger, Edmund J. Lee Jr and Kennetta Lee his wife, Thomas M. Foster, J. L. Menin and Virginia Ann Menin his wife, John L Bryan, William Long and Sarah R. Long his wife, William Lucas, Daniel B. Lucas, Sarah Ellen Lucas, Virginia Lucas, Lawrence B. Washington, Daniel B. Washington, Sally E. Washington, Benjamin F. Washington, Benjamin A. Washington, Thornton Washington, Mary Elizabeth Washington, George Washington, Mildred B. Washington, Susan E. Washington, Kennetta B. Washington and Catharine Bedinger all of the State of Virginia, may be parties defendant to this ~~case~~ and that they answer the premises upon the hearing of this bill may it please the Court to decree the said defendants to make execute and deliver to your orator, a deed of conveyance in fee simple for said two tracts of land above described, by which your orator will be invested with all the right title and estate of said defendants in and to the same ~~for~~ the the failure of said defendants to make such deed that a decree shewing the force and effect of a conveyance be rendered, and also grant such further general relief as to equity belongs. They pray process to make said defendants parties to this bill, and as in duty bound they will ever pray &c

By Sorrel W Andrews
Comm. [illegible]

McArthur et al

vs

Cornwall et al

---

answer of guardian
ad litem —

Rec'd

Filed April 17. 1844
John Cassil Clerk

The joint answer of ~~Thomas M. Foster Margaret ann Foster, John L. Bryan Sarah R. Bryan~~, William Lucas, Daniel B. Lucas, Sarah Ellen Lucas, Virginia Lucas, Benjamin F. Washington, Georgiana A. Washington, Thornton Washington, May E. Washington, George Washington, Mildred B. Washington, Susan E. Washington and Henrietta B. Washington - Infant defendants to the Bill of Allen C. McArthur et al, Complainants, by Samuel Brush their guardian ad litem and the said infant defendants by Samuel Brush their guardian ad litem now come and for answer to the said Bill of the said Allen C. McArthur say that they are entirely ignorant of the matters charged in the said Bill, and that they are infants of tender years, and ask for the protection of the court -

Wm Lucas
Danl B. Lucas
Sarah E. Lucas
Virginia Lucas
Benj F. Washington
Georgiana A. Washington
Thorton Washington
May E. Washington
George Washington
Mildred B. Washington
Susan E. Washington
and Henrietta Washington
By S. Brush Guardian
ad litem -

Allen C. McArthur
for others

vs. } Petition

Nathaniel E. Cornwall
for others —

Filed Apl 26. 1842
Jas W Gindell

NOTICE.—Nathaniel E. Cornwal, and Susan Cornwal, his wife, Henry Bedinger, Edmund J. Lee, jr., and Henrietta Lee, his wife, Thomas M. Foster, J. L. Morrison, and Margaret Ann Morrison, his wife, John L. Bryan, William Long, and Sarah R. Long, his wife, William Lucas, Daniel B. Lucas, Sarah Ellen Lucas, Virginia Lucas, Lawrence B. Washington, Daniel B. Washington, Sally E. Washington, Benjamin F. Washington, Georgiana A. Washington, Thornton Washington, Mary Elizabeth Washington, George Washington, Mildred B. Washington, Susan E. Washington, Henrietta B. Washington, and Catharine Bedinger, are hereby notified that on the 17th day of August, A. D. 1841, Allan C. McArthur, Effie McA. Coons, William M. Anderson, and Eliza A. Anderson, his wife, Cary A. Trimble, and Mary Trimble, his wife, John Walke, and Frances Walke, his wife, John A. Kercheval, Duncan McArthur, Smith McArthur, Nancy McArthur, and William H. McArthur, the four last named complainants being infants, and suing, by William McDonald, their next friend and guardian, filed their Bill in Chancery in the Court of Common Pleas of the County of Union, and State of Ohio, the object and prayer of which said Bill is to obtain a decree of said Court for the conveyance by said defendants to complainants of two tracts of land, to wit:—One tract of 166 2-3 acres; being part and parcel of entry and survey Number 842, and lying in Logan county, in said State of Ohio; and also, the whole of entry and survey No. 6156 of 250 acres, lying in said Union county—which said tracts were, by agreement between Duncan McArthur and Edwin G. Bedinger, both since deceased, to be conveyed to said Duncan McArthur, in full of his claim to one-fourth of entry No. 842, in the name of Daniel Bedinger, one-fourth of entry No. 5646, in the name of Thomas Worthington, and one-fourth of entry No. 6156, in the name of said Worthington, all of which three entries were made and surveyed by said Duncan McArthur, and patented to said Daniel Bedinger, under an agreement between them, the said McArthur and Bedinger, that said McArthur, for his said services as locator and surveyor of said lands, should have one-fourth of the same. The said complainants being and representing the heirs of said Duncan McArthur.

And said defendants are further notified, that unless they appear and plead, answer or demur to said Bill, within sixty days after the next Term of said Court of Common Pleas of said Union county, the said complainants, at the Term of said Court next after the expiration of said sixty days, will ask that said Bill be taken as confessed, and that a decree be entered accordingly. By JOHN W. ANDREWS, *their Solicitor.*

Dated November 13, 1841.

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the **Ohio State Journal,** *a newspaper in general circulation in the county of Union, six consecutive weeks from and after the 13th day of November 1841.*

Chas. Scott

scribed before me, this

pril 1842 Thos Wood JP

Printer's fee—$ — 7.00

This affidavit--$ 25

NOTICE.—Nathaniel E. Cornwal, and Susan Cornwal, his wife, Henry Bedinger, Edmund J. Lee, jr., and Henrietta Lee, his wife, Thomas M. Foster, J. L. Morrison, and Margaret Ann Morrison, his wife, John L. Bryan, William Long, and Sarah R. Long, his wife, William Lucas, Daniel B. Lucas, Sarah Ellen Lucas, Virginia Lucas, Lawrence B. Washington, Daniel B. Washington, Sally E. Washington, Benjamin F. Washington, Georgiana A. Washington, Thornton Washington, Mary Elizabeth Washington, George Washington, Mildred B. Washington, Susan E. Washington, Henrietta B. Washington, and Catharine Bedinger, are hereby notified that on the 17th day of August, A. D. 1841, Allan C. McArthur, Effie McA. Coons, William M. Anderson, and Eliza A. Anderson, his wife, Cary A. Trimble, and Mary Trimble, his wife, John Walke, and Frances Walke, his wife, John A. Kercheval, Duncan McArthur, Smith McArthur, Nancy McArthur, and William H. McArthur, the four last named complainants being infants, and suing, by William McDonald, their next friend and guardian, filed their Bill in Chancery in the Court of Common Pleas of the County of Union, and State of Ohio, the object and prayer of which said Bill is to obtain a decree of said Court for the conveyance by said defendants to complainants of two tracts of land, to wit:—One tract of 166 2-3 acres; being part and parcel of entry and survey Number 842, and lying in Logan county, in said State of Ohio; and also, the whole of entry and survey No. 6156 of 250 acres, lying in said Union county—which said tracts were, by agreement between Duncan McArthur and Edwin G. Bedinger, both since deceased, to be conveyed to said Duncan McArthur, in full of his claim to one-fourth of entry No. 842, in the name of Daniel Bedinger, one-fourth of entry No. 5646, in the name of Thomas Worthington, and one-fourth of entry No. 6156, in the name of said Worthington, all of which three entries were made and surveyed by said Duncan McArthur, and patented to said Daniel Bedinger, under an agreement between them, the said McArthur and Bedinger, that said McArthur, for his said services as locator and surveyor of said lands, should have one-fourth of the same. The said complainants being and representing the

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the **Ohio State Journal,** *a newspaper in general circulation in the county of Union, six consecutive weeks from and after the 13th day of November 1841.*

Chas. Scott

Sworn to and subscribed before me, this

23d day of April 1842 Thos Wood JP

Printer's fee—$ — 7.00

This affidavit--$ 25

Nath. E. Connell

to } Annex to
Bill in Chy

Allen C. McArthur
&c

Filed May 27th 1845
John Caskie Clk

Recd

The joint answer of Nathaniel E. Conwell and Susan Conwell his wife, Edmund J Lee and Henrietta Lee his wife, Henry Bedinger, Catharine Bedinger, Thomas M Fuller, John L Bryan, Joseph H Munsen and Margaret Ann Munsen his wife, William S Long and Sarah R Long his wife to a bill in chancery exhibited against them and others by Allen C McArthur and others in the Court of Common Pleas of Union County and State of Ohio.

X

These respondents in answer to said petition state, that they are informed and believe that said Duncan McArthur as stated in said bill in his life time agreed with said Daniel Bedinger to locate certain lands in the Virginia Military District on the terms stated in the letter of said Daniel Bedinger dated October 9. 1806 and referred to as a part of said bill. That respondents admit that said Duncan McArthur pursuant to said agreement entered and surveyed the following lands to wit; entry and survey No 842 for 666 2/3 acres entered and surveyed in the name of Daniel Bedinger and patented to him; and entries and surveys No 5646 for 750 acres and No 6156 for 250 acres both entered and surveyed in the name of Thomas Worthington and patented to said Daniel Bedinger. That respondents are informed that said tracts of land ~~are~~ were located by virtue of the warrant or warrants mentioned in the said letter of said Daniel Bedinger. That some time during the year 1838 the heirs of Edwin G. Bedinger (of whom respondents are a part) made a division of ~~their portion~~ of the real estate of said Edwin G Bedinger descended to him by his father said Daniel Bedinger and upon the partition of said lands among the heirs the said entry and survey No 842 for 666 2/3 acres ~~was~~ was found on a resurvey to contain 768 acres of land. of which amount 576 acres was divided among the heirs leaving 192 acres (being one fourth part of said tract of 768 acres) as the portion of

said Duncan McArthur - which part respondents believe had been set off to him by said Felix G. Bedinger - That the said entry and survey No 6156 for 250 acres being one fourth of the 1000 acres was also reserved on said partition as the portion of said Duncan McArthur - That said Daniel Bedinger during his life and his representatives since have paid the taxes on said entry and survey No 6156 for 250 acres from the year 1816 to 1836 the principal of the taxes paid amounting to $70.55 cents 7 mills and the interest to $79.31 cents amounting in the whole to the sum of $149.86 cents 7 mills which last sum has been paid to the attorney of respondents and the executrix of said Daniel Bedinger. That respondents admit the allegations of said bill and consent that a decree be rendered for the conveyance of the also described lands ~~and~~ at the proper costs of said Complainants - That respondents have been always ready to comply with the contract of said Daniel Bedinger, but have been prevented by the delinquency of a part of their co defendants - Respondents having fully answered pray to be dismissed &c -

By Henry Mazzini their
Solicitor -

McArthurshein

vs Zapico

Bedmyershein

Union County

Filed May 27th 1845
John Capel, Clerk

Recorded

1807. December 14th.

No. 5644 — Thomas Worthington. open. enters 1000 acres of land on part of a Military Warrant No. 2211. on the waters of Bokes Creek, beginning at the Northeasterly corner of Flavry Frazer's Survey No. 3691. running with his line N83W400 poles. thence off at right angles N7E for quantity —

250 acres withdrawn & entered in 147.

2.6.

1808. December 25th

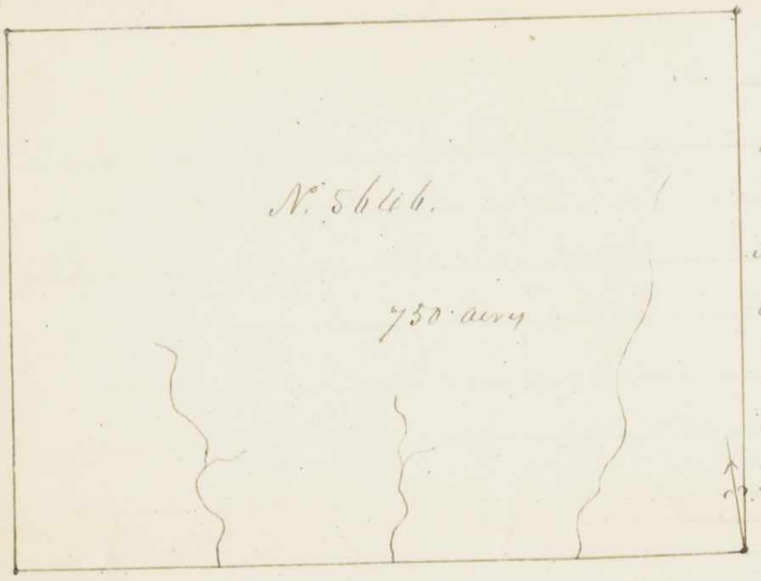
No. 6156 — Thomas Worthington. open. enters 250 acres of land on part of a Military Warrant No. 2211. on the waters of Bokes Creek, beginning at the Southeasterly corner of Flavry Frazer's Survey No. 3690. running S7W to the Northeasterly corner of Thomas Bowyer's Survey No. 829. thence off at right angles N83W for quantity —

3.6.

1809. June 8th

No. 842 — Daniel Bedinger enters 666⅔ acres of land on part of a Military Warrant No. 2211. on Mill Creek, beginning at the North west corner of John M'Donald's Survey No. 5089. in the line of Survey No. 3325. running with said line, N10W to the Southwest corner of Charles Humphrey's Survey No. 3472. thence with Humphrey's line and course thereof N80E. and from the beginning with M'Donald's line East until a line N10W will include the quantity —

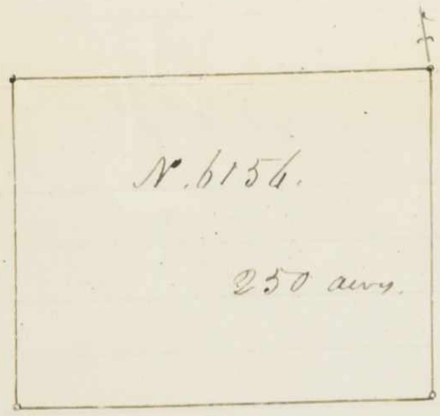
30.6.



Surveyed for Thomas Worthington, a par. 750 acres of land on part of a Military Warrant N. 2211. on the waters of Bokes Creek, beginning at a Red Oak and White Oak, Northeasterly corner to Flavius Frazer's Survey N. 3691. running with his line N 83 W 400 poles, crossing several small branches to two Sugar trees, Northwest corner to said Frazer's Survey, in the Corner line of said Frazer's Survey N. 3690. thence N 7 E 300 poles to two Hickories and a Lynn. thence S 83 E 400 poles to a Lynn, Beech and an Ash, thence S 7 W 300 poles to the beginning —

David Sharp }
Samuel Sharp } C.C.
James Monro. Ch.

Duncan M. Arthur D.S.
April 20th 1808.
May 12th 1809.



Surveyed for Thomas Worthington, a par. 250 acres of land, on part of a Military Warrant N. 2211. on the waters of Bokes Creek, beginning at two Beeches, Southeasterly corner to Flavius Frazer's Survey N. 3690. running S 7 W 180 poles to two Beeches, a Sugar tree and Ironwood, Northeasterly corner to Thomas Bowyer's Survey N. 829. thence with his line N 83 W 230 poles to two Beeches and a Red Oak, thence N 7 E 180 poles to two Beeches and an Ash in the line of said Frazer's Survey, thence with said line S 83 E 230 poles to the beginning —

David Sharp }
William Henry } C.C.
Joseph Haynes. Ch.

Duncan M. Arthur. D.S.
April 10th 1809.
May 12th 1809.

Surveyed for Daniel Bedinger, 666 acres of land, on part of a Military Warrant No. 2211. on Mill Creek, beginning at two Beeches and a Sugar tree, North west corner to John McDonald's Survey No. 5089. in the line of Survey No. 3325. running with said line N10W 340 poles, crossing a branch at 92 and one at 238 poles to a Beech, Ash and White Oak, Southwest corner to Charles Humphreys Survey No. 3472. Thence with the lower line of said Humphreys Survey and course thereof. N80E 300 poles, crossing the Creek at 125 poles to a Sugartree and two large Ashes. Thence S10E 395 poles, crossing several small branches and Mill Creek, to three Hickories on the North side of a branch, in the line of said McDonald's Survey. Thence with said line West 304 poles, crossing a branch at 110 and one at 124 poles to the beginning —

Duncan McArthur D.S.
November 22d. 1808.
December 12th. 1809.

Surveyor's Office for the Virginia Military District, within the State of Ohio,

I, W. Marshall Anderson, Surveyor of said Military District, do certify, that the foregoing Entries and Surveys, to wit; No. 5646. No. 6156 and No. 842. are correctly transcribed from the records of this Office —

Given under my hand and Seal of Office at Chillicothe, this 2. day of February 1843. and the 67th year of the Independence of the United States.

W. Marshall Anderson.

Fee $1.75

Filed May 27th 1845
John Cassidy Clk

Rec

The answer of Lawrence B. Washington Daniel B. Washington and Sally T. Washington to a Bill in chancery filed against them and others in the Court of Common Pleas of Union County and State of Ohio by Allan C. McArthur and others heirs of Duncan McArthur deceased.

Then respondents saving and reserving to themselves all manner of exception to the many errors contained in said bill in answer thereto or to so much thereof as is material to answer unto, they answer & say, that they admit that said Duncan McArthur made the entries and surveys set forth in said Bill for their ancestor Daniel Bedinger and on the terms stated in the letter of said Daniel Bedinger. That they willing that such decree should be rendered as is just and equitable and refer to and rely on the answer of their Co defendants Henry Bedinger & others as containing ~~more~~ fully the matters relied on in answer to said bill

Ray H. Mufin their
Solicitor.

Chancery Case File

Case No. 1841-CH-0012

No. 41-CH-12

Union Common Pleas Court.

Silas G Strong
Plaintiff,

AGAINST

Noremus, Sydenham & Ryan
Defendant.

OCT TERM, 1845

Dismissed

Judgment VS Plaintiff

No Record.

Journal 3 Page 344

Record No. Page

Ex. Doc. Page

Silas G. Strong
vs.
Thomas C. Sorrems, et. al.
In Chancery

Filed August 23d 1841
James H Gill Clerk

Cost Bill entered
No. Record to be made

Received at Oct. Term 1845

1 Copy $1.00

I allow an injunction as prayed for in this Bill to be continued until the further Order of Court. and order the plaintiff to give bond and security to the Defendant in the sum of Twenty five Hundred Dollars, conditioned according to law.

John Cassil
Associate Judge Common Pleas Lucas County Ohio
August 20th 1841

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

Silas C. Strong, of the County of Union, Ohio, represents, that your Orator, on the 6th day of April 1841 executed a judgments note for the sum of Nineteen hundred and seventy four dollars and eighty two Cents, payable in sixty days, to the order of Dorremus Suydam and Nixon, and delivered the same to Thomas C. Dorremus, Cornelius R. Suydam, and John M. Nixon, of the City of New York, partners under the name and firm of Dorremus, Suydam and Nixon, (and whom your Orator may may be made defendants to this Bill,) and your Orator on the said 6th day of April 1841 transferred to the said Thomas C. Dorremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid two several promissory notes executed to your Orator by W. W. Woods on the 7th day of December 1840, the one for the sum of five hundred dollars, payable one day after date in funds at par in the City of New York or its equivalent — the other for the sum of five hundred and ninety six dollars and thirty five Cents, payable sixty days after date in funds at par in the City of New York or its equivalent, copies of which notes so executed as aforesaid by the said W. W. Woods are herewith filed and made part of this Bill; — said notes so executed as aforesaid by the said W. W. Woods were transferred as aforesaid by your Orator to the said Thomas C. Dorremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid, as Collateral security upon said judgment note so executed as aforesaid by your Orator to the said Thomas C. Dorremus, Cornelius R. Suydam, and John M. Nixon, partners as aforesaid; and your Orator on the said 6th day of April 1841 took a receipt of that date from the said Thomas C. Dorremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid, for said notes so executed as aforesaid by the said W. W. Woods, which said receipt contains an agreement on the part of the said Thomas C. Dorremus, Cornelius R. Suydam, and John M. Nixon, partners as aforesaid, that said notes so executed as aforesaid by the said W. W. Woods were received by the said Thomas C. Dorremus, Cornelius R. Suydam, and John M. Nixon, partners as aforesaid, as Collateral security upon said judgment note so executed as aforesaid by your Orator to the said Thomas C. Dorremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid, and that if said notes so executed as aforesaid by the said W. W. Woods should not be collected in the City of New York, that then the same should be returned to your Orator some time in July next thereafter; a copy of which said receipt containing said agreement is herewith filed and made part of this Bill; — and your Orator further represents that the said Thomas C. Dorremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid, afterwards transferred said judgment note so executed to them as aforesaid on the 6th day of April 1841 by your Orator, to Charles Anthony of Clark County Ohio,

(and who on your Orator prays may also be made defendant to this Bill;) and the said Charles Anthony, at the June Term of the Court of Common Pleas in and for the County of Clark, Ohio, took a judgment at law upon the said judgment note so executed as aforesaid by your Orator to the said Thomas C. Doremus, Cornelius R. Suydam, and John M. Nixon, partners as aforesaid, which judgment was for the sum of Twenty one hundred and Thirty five dollars and fifty five cents damages, and seven dollars and forty two cents costs, and was taken as aforesaid by the said Charles Anthony as assignee of the said Thomas C. Doremus, Cornelius R. Suydam, and John M. Nixon, partners as aforesaid; — and your Orator further represents that execution upon said judgment at law was issued against your Orator by the Clerk of the Court of Common Pleas of the County of Clark aforesaid, and delivered to William W. Steele sheriff of the County of Union, Ohio, (and whom your Orator prays may also be made defendant to this Bill,) and said William W. Steele sheriff as aforesaid, levied said execution, on the 28th day of June 1841 upon the entire stock of merchandize belonging to your Orator, in the said County of Union, amounting to more than 1000 Thousand Dollars, at cost prices; — And your Orator further represents that said notes so executed as aforesaid by the said W. W. Woods were not returned to your Orator by the said Thomas C. Doremus Cornelius R. Suydam, and John M. Nixon, partners as aforesaid, according to their aforesaid agreement, but they have appropriated the same to their own use and have not accounted to your Orator for the same in any way whatever; and your Orator further represents that he is informed and believes that the said Charles Anthony did, in fact, receive said judgment note, so executed by your Orator on the 6th day of April 1841, as aforesaid, not as a bona fide assignee for a valid Consideration, but as the trustee of the said Thomas C. Doremus, Cornelius R. Suydam, and John M. Nixon partners as aforesaid, and that at the time of taking the said judgment at law as aforesaid against your Orator the said Charles Anthony was in fact only trustee as aforesaid.

Your Orator further represents that he is without adequate remedy at law; and therefore prays that the Writ of Subpoena with an order of publication may issue against the said Thomas C. Doremus, Cornelius R. Suydam and John M. Nixon, partners as aforesaid, and also against the said Charles Anthony, and the said William W. Steele sheriff as aforesaid, and that notice may be given in such manner as the Court may order, and that they may be compelled to answer all and singular the premises; — and your Orator further prays that on the final hearing of this Cause, and if the said Thomas C. Doremus, Cornelius R. Suydam,

and John M. Nixon, partners as aforesaid, have transferred said judgment note (so executed by your Orator on the 6th day of April 1841) bona fide, and for a valid Consideration, to the said Charles Anthony, that, then, they may be decreed to return to your Orator the said notes so executed as aforesaid by the said W. W. Woods, or the amount thereof, and to assign to your Orator any judgment or judgments obtained or to be obtained upon the same, or that if said Charles Anthony is collecting said judgment note, (so executed by your Orator on the 6th day of April 1841,) as trustee, as aforesaid, the amount of the notes so executed by the said W. W. Woods, as aforesaid, may be set off and deducted from the amount of the said judgment at law so rendered as aforesaid, against your Orator, in the Court of Common Pleas of the County of Clark aforesaid; — and that your Orator may have such other and further relief in the premises as equity and good Conscience may require.

And your Orator further prays that an injunction may be allowed to restrain the said Thomas C. Dorsey, Cornelius R. Snydam and John M. Nixon, partners as aforesaid, and the said Charles Anthony, from collecting [redacted] said judgment at law against your Orator; [redacted]

And also to restrain said William W. Steele, sheriff as aforesaid, from in any wise proceeding with said execution to collect [redacted] said judgment at law against your Orator. [redacted]

Otway Curry
Sol. for Complainant

The State of Ohio, Union County ss.

I, Silas G. Strong, being duly sworn, deposes and says that all the several matters and things which are stated in the foregoing Bill as from the information of others I believe to be true; and that all the several other matters and things therein set forth are true in substance and in fact.

Silas G. Strong

Sworn to and subscribed before me this 20th day of August A. D. 1841.

W. H. Franks J. P.

Silas C. Strong
vs.
Thomas B. Downing et al

In Chancery.

Copy of receipt & agreement filed & made part of Bill.

Filed Augt 23rd 1841

James H. Gillett

(Copy)

$500 — One day after date I promise to pay Silas C. Strong or order five hundred dollars, in funds at par value in the City of New York, or its equivalent, for value received.

Marysville Dec. 7th 1840 — (signed) W. W. Woods

(Copy)

$596,35 — Sixty days after date I promise to pay Silas C. Strong or order the full sum of five hundred ~~ninety~~ six dollars, and thirty five cents, in funds at par in the City of New York or its equivalent. Marysville Dec. 7th 1840.

(signed) W. W. Woods

(Copy)

Received Marysville Ohio, 6th April 1841 from Mr. Silas C. Strong two notes of which the above are true copies, as collateral security on a judgment note dated 6th of April 1841 for nineteen hundred ~~and~~ seventy four 82/100 Dollars at sixty days, payable to the order of Doremus Sedgwick and Nixon: said notes if not collected in New York are to be returned by mail to said Silas C. Strong sometime in July next.

(Signed) Doremus, Sedgwick & Nixon
per A. D. Jones.

Silas G. Strong
vs
Thomas C. Freeman et al

In Chancery

Copy of Notes of hand given by W. W. Woods, filed & made part of Bill.

Filed Aug.t 25th 1841
James H. Gill
Clerk

Copy of Notes Given by Woods to Strong

(Copy)

$500 — One day after date I promise to pay Silas C. Strong or order five hundred dollars in funds at par in the City of New York, or its equivalent; for value received.

Marysville December 7th 1840 — W. W. Woods

Copy

$596,35 — Sixty days after date I promise to pay Silas C. Strong or order the full sum of five hundred ninety six dollars, and thirty five cents in funds at par in the City of New York or its equivalent

Marysville Decr. 7th 1840

W. W. Woods.

Union Com. Pleas

Silas G. Avery

v. John Bond

Foremans & co

Filed August 24. 1841

James H. Gillett

Know all men by these presents that we Silas G. Strong James W. Evans Robert L Broom A. Pollock are held and firmly Bound unto Thomas C. Dorsemus Cornelius R. Snydam and John M. Nixon. Charles Anthony and William W. Steele in the sum of Twenty five hundred dollars to the payment of which we jointly and severally bind ourselves, our heirs Executors and Administrators firmly with our seals and dated this 24 day of August A.D. 1841

The condition of the above obligation is such that whereas the above named Silas G. Strong has obtained an allowance of an Injunction in the Court of Common Pleas of the County of Union and State of Ohio to stay all further proceedings upon a Judgment obtained in the Court of Common Pleas in and for the County of Clark & State of Ohio by the said Charles Anthony as assignee of the said Thomas C. Dorsemus Cornelius R. Snydam and John M. Nixon partners in trade, at the June Term of said Court A.D. 1841 for the sum of Twenty one hundred and thirty five dollars and fifty five cents damages and seven dollars and fifty two cents costs until the matter thereof can be heard in Equity — Now if the said Silas G. Strong shall pay all moneys and costs due or to become due from him the said Silas G. Strong in said Judgment at law, and all moneys and costs which shall be decreed against the said Silas G. Strong in case said injunction shall be dissolved, then this obligation shall be void; otherwise in full force and virtue in law

Silas G Strong (Seal)
James W. Evans (Seal)
Robert L Broom (Seal)
A. Pollock (Seal)

Sworn Aug 24. 1841
James McGill Clerk

No. 41-CH-13

Union Common Pleas Court.

Boaw W John
Plaintiff,

AGAINST

Nancy E John et al
Defendant.

MAY TERM. 1847

JUDGMENT VS DEFENDANT

Journal 4 Page 23

Record No. 5 Page 82

Ex. Doc. Page

Boan John
of } Guardians
Nancy Ellen X
Rachael Ann
John

Petition to Sell
Land
Filed Oct 20. 1841
James H. Gill Clerk
Cost bill made

Recorded

Hall. pr Petitr

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

Your orator Boaz W. John. late of Greene County Ohio now of Carroll County State of Indianna respectfully represents unto your Honors that on the day of AD. he was regularly appointed by the Court of Common Pleas of Greene County Ohio Guardian of Nancy Ellen John & and Rachael Ann John. that he subsequently removed with his said wards to the County of Carroll Indianna and on the 10 day of August 1841 was regularly appointed the Guardian of said Wards by the Probate Court of said Carroll County in the State of Indianna. Your Petitioner further states that the said Nancy Ellen & Rachael Ann are seized by an estate of inheritance in fee simple of a certain tract of land lying and being in the County of Union in the State of Ohio. on the west side of Millcreek being a part of a five hundred acre tract Patented to Nathan Lamme Beginning at four sugar trees northerly corner to Robert Means Survey thence running north 52° E 182 poles to a Red oak ash & sugar tree in the line of Edward Douses Survey thence with his line N 10° W 206 poles & 5 links to a Stake thence S 80° W. 206 poles to a Stake. on the west Boundary line of Sd Survey thence S. 10° E 156 poles. 5 links to 3 Sugar trees & Red Oak N.ts Corner to Norris Survey thence with his line S 38°. E. 150 poles to the beginning containing 350 acres being part of Survey No.

Your petitioner further represents that said land has or a part thereof been sold for the taxes due & unpaid thereon...

Your petitioner further represents. that in order to redeem said land from sd Tax incumbrance and to provide for the reasonable support and Education of his said Wards it becomes necessary that said land should be sold and the proceeds so invested that it can be gradually appropriated to the support & Education of the said Minor Heirs.

Your petitioner therefore prays. that by order of this Court your petitioner may be authorized to sell said land. ~~may sold~~ & ~~your petitioner authorized~~ & to convey the same to the purchaser as this Court may direct — & such other & further relief as to this Court may seem meet

A. Hall Atty for Petitioner.

Owen M. John

Z. Letters
Guardianship

Nancy Ellen
Rachel Ann John

Aug 20. 1840

2.50

State of Indiana } Carroll Probate Court
Carroll County } August Term 1841

Aug 10. 1841 –

Now at this time personally appeared in Open Court, Nancy Ellen John and Rachel Ann John, children and minor heirs of Bowen W John, – and freely and voluntarily choose their father Bowen W. John, as their Guardian – It is therefore ordered by the Court now here that the said Bowen W John, be and he is hereby appointed Guardian of the said Nancy Ellen, and the said Rachel Ann John – And the said Guardian now files in Open Court his bond as such Guardian, which is approved by the Court, and the said Bowen W John is now sworn in Open Court to the faithful performance of his duties and trusts as such Guardian.

State of Indiana }
Carroll County } I James A Stewart Clerk of the Carroll Probate Court do certify that the foregoing is a true and correct copy of the appointment of Bowen W John as Guardian of Nancy Ellen, and Rachel Ann John as the same appears of record.

In Testimony whereof I have hereunto set my hand and affixed the seal of the Carroll Probate Court at Delphi this 10th day of August 1841

Jas A Stewart Clk

The State of Ohio } Court of Common pleas
Gruno County } August term 1826

Be it Known that at said term of said Court Bowen W. John was appointed Guardian of Rachael Ann John & Nancy Ellen John his infant children, he having complied with the requisitions of the State in such Case made and provided and the Order of said Court

In testimony whereof I have hereunto set my name and seal of office at Xenia the 15th day of Sept. 1828 Thomas Ellis

Bowen M. John
Guardian &c
vs

Rachael Ann
& Nancy Ellen
John

appearance

Powell W. John Guardian of
Nancy Ellen & Rachael Ann John
vs
The said Nancy Ellen John &
Rachael Ann John.

Petition to sell Land
in Union County Ohio
Court of Common Pleas
So Nov. Term A.D. 1841

The undersigned Nancy Ellen John & Rachael Ann John hereby acknowledge service of Notice of the pendency of said petition, and enter their appearance and waive all further Notice in that behalf

Rachel ann her mark John
Nancy Ellen her mark John
+

Attest
James Reeves
Powell John

Powell W. John

Union Com. Pleas.

Boan John, Jr.
vs.
Nancy C. John et al

I have Executed this order by the oaths of the within named whose appraisement is herewitt returned
Nov. 10. 1842
Wm W Steele Shff

Serv	35
Mile	05
Inquest	1.00
	1.40
Appras	1.50
	2.90

Filed Nov 10. 1842
John Capil Clk

Doan John Guardian &c | Union Com Pleas

vs

Nancy Ellen John et al | Petition to Sell land

We the ~~Petit.~~ ~~Co~~ Appraisers appointed by the Court of Common Pleas Union County, in this Case, to appraise the lands, hereafter described, After being duly Summoned and Sworn by the Sheriff and having ~~been~~ viewed the premises described viz: Part of Survey No. 5416, Beginning at 4 Sugar trees northerly corner to Robt Means Survey, thence running North 52° E. 128. poles to a red oak ash and Sugar tree in the line of Edward Dowies Survey, thence with his line N 10° W. 208 poles & 5 links to a Stake thence S 80 W. 206. poles to a Stake on the west boundary line of said Survey, thence S. 10 E. 156. poles 5 links to 3 Sugar trees & red oak N. W Corner to Norris Survey thence with his line S 38 E 150. poles to the beginning Containing 350. acres We do appraise the lands and appurtenances at Four ——— dollars per Acre given under our hands and Seals, this tenth day of November A.D. 1842.

S. B. Johnson (Seals)
N. Chipman (Seals)
P. R. Smith (Seals)

Per 350 Acres at $1,50

Personally appeared before the Subscriber, the above named appraisers, and made oath agreeable to the Statute in such cases made and provided) given under my hand this tenth day of November A.D. 1842

W W Steele Sheriff

On motion of Mr. Hall, Counsel for the petitioner, the order of sale of the premises in the petition described made at a former term of this Court, in a case wherein Boan John, Guardian, is petitioner, and Nancy Ellen John and Rachel Ann John, respondents, is vacated; and it is ordered by the Court that the Sheriff proceed according to law, and by the oaths of P. B. Smith, Norman Chipman and Samuel B. Johnson, to appraise said land upon actual view, and make ~~[illegible]~~ return of their proceedings to this Court forthwith.

I do certify that the above is a true copy of the order of the Court made in this case at November Term, A.D. 1842.

John Cassil, Clerk pro tem

Bowen & Ohio
Guardian &c
vs
Nancy Ellen and
Rachael Ann Jones

Answer filed

Bowen N. John Guardian
of Nancy Ellen & Rachael
Ann John.
vs.
Nancy Ellen John &
Rachael Ann John

Petition to sell
real estate

In Union Common
Pleas Term
1841

And now comes Otway Curry Guardian
ad litem for the said defendants and says
that he cannot gain say the matters
and things set forth in Complainant bill
and that he knows no reason why said
real estate should not be sold as prayed
for in said bill.

B. Otway Curry
Their Guardian ad litem

Chancery Case File

Case No. 1841-CH-0014

Chancery Case

1841-CH-0014

located with

Supreme Court Case

1844-SC-0002

Chancery Case File

Case No. 1841-CH-0015

No. 41-CH-15

Union Common Pleas Court

Effie M. A. Coons
Plaintiff,

against

Wm McDonald Adair
Defendant.

APR TERM. 1842

Decree for Plaintiff

Journal 3-3 Page 4-5

Record No. 4 Page 33-35

Ex. Doc. Page

26

Union Carmichael Thos

vs

William McDonald

Admr of Duncan McA & others
Decedents

vs

Petition to
Carvey

Effect McA Coons & others
heirs of said Estate

Filed Nov. 3. 1844

Jos H Gillett Clk

Recorded

Carmichael atty

To the honorable the judges of the Court of Common Pleas within & for the County of Union Your Petitioner William McDonald represents unto your honors that he is the administrator of Duncan McArthur late of Ross County in this State & that said Duncan McArthur in his life time Jan'y on the 26th day of December A.D. 1833 entered into an Article of agreement with one Jacob Armbrood for the sale & conveyance of one hundred & twenty acres of Land situate in Union County & described as follows Jan'y all that part of entry number 3462 in the name of John Scarborough which lies West of the Lands sold to Jonas Lockwood & Abraham Johnson by said McArthur & part of Survey No. 3486 in the name of Samuel Bayley & also part of Survey No. 3444 in the name of David Duncan on Little Creek supposed to contain one hundred & twenty acres more or less said land was sold for Two dollars per acre said McArthur bound himself his heirs to make to said Armbrood a general warranty deed for said Land so soon as the same should be paid for according to the terms agreed upon & mentioned in said Article of agreement herewith filed & made part of this Petition and your Petitioner further represents that said Duncan McArthur departed this life without having made such conveyance leaving the following heirs & legal representatives Jan'y Effie McCoors Allen McArthur Wm McAndrew & Eliza his wife Benj. & Trimble & Mary his wife John Walk & Frances his wife John of Kerchenville Duncan McArthur Lewis McArthur & Nancy McArthur Wm H. H. McArthur the last five of whom are minors all of whom your Petitioner prays may be made defendants to this Petition. That said Jacob Armbrood has fully complied with his

agreement above mentioned & your Petitioner as administrator of
said Duncan dec'd & their decision is anxious to complete said
Real Contract above mentioned therefore your Petitioner prays
your honors to enable him by an order of this honorable Court to
make a deed for said land above described as such administrator
fact & as the fact & behalf of the heirs of said Duncan dec'd & father
declared in pursuance of the Statute in such case made & provi-
=ded & your Petitioner will ever

Corwin atty for Petitioner

Union Commonwealth

"

Effinett A Coombs & others
ads
Appearance & answer of Defts —
William & Donald a Dun
of Duncan & Arthur Dec'd

Filed Apl. 26. 1842
Jas H. Gatlett

To convey to John J Thomas
Union Co.

Union County Ohio 1841

Effie McCoans & Ellen McArthur
William McAnderson & Eliza his wife Cary
& Trimble & Mary his wife John Wolf &
Francis his wife John & Kerchevall Duncan
McArthur Smith McArthur & Nancy McArthur
& William H H McArthur

vs

William McDonald Administrator
of Duncan McArthur Deceased

Petition to Convey
Land to Johnson
Johnson in Union
County

Come the said Defendants in their
proper Persons appear & waive the service of Process
& admit the truth of the allegations in the petition contained
& assent to the grant of the prayer of said Petition

25

Union Common Pleas

"

Wm McDonald Admr
of Duncan McArthur Dec'd

vs Petition to
Sammy
Effinger et al Coms & others
heirs of said Estate

Filed Nov 3. 1841
James H Gill Clk

Recorded

Carmeins atty

To the Honorable the judges of the Court of Common Pleas within & for the County of Union now sitting your Petitioner William McDaniel represents unto your Honors that he is the administrator of Duncan McArthur late of Hop County in this State & that the said Duncan McArthur in his lifetime sold to one John Johnson Two hundred & Seventy Two acres of Land lying in Surveys number 3258 & 3259 lying in Union County & bounded & described as designated by a Survey herewith exhibited & made a part of this Petition and that said Duncan McArthur having himself his heirs & to convey said 272 acres of Land to the said John Johnson so soon as payment should be made for the same that said Johnson has completed the payments for said Land & that said Duncan McArthur has departed this life without having conveyed said Land that said Duncan McArthur died having the following heirs & Legal representatives Samuel Effinell McArthur Allen McArthur William McAnderson & Eliza his Wife Leary McArthur Trimble & Mary his Wife John Walk & Frances his Wife John McArthur Kerchevall Duncan McArthur Smith McArthur Nancy McArthur & William H H McArthur the last five of whom are Minors all of whom your Petitioner prays may be made defendants to this petition that your Petitioner is desirous of completing said Contract so made by the said Duncan McArthur as aforesaid wherefore your petitioner prays your Honors to enable him by an order of this honorable Court to make a deed for said Land shown described as such Administrator for & on the part & behalf of the heirs of said Duncan McArthur deceased in pursuance of the Statute in such case made & provided & your Petitioner will ever

Converse for Petitioner

Chancery Case File

Case No. 1841-CH-0017

No. 41-CH-17

Union Common Pleas Court.

Andrew J. Keys adm.
Plaintiff,

AGAINST

Mary Runnerdet al,
Defendant.

NOV TERM. 1842

DECREE FOR PLAINTF

Journal 3 Page 89

Record No. 4 Page 110

Ex. Doc. Page

Mon Com Pleas

A. Reyes
vs
Mary Rungan et als

Petition to Lease
Land

Filed Nov. 3. 1841
James H Goodlett

guardian

To the Honorable the Court of Com Pleas
in Session.

The undersigned Administrator with the will annexed of of Mary Wheeler late of this County deceased would respectfully represent that he has progressed with the administration of said Estate with all due despatch. and finds due the said estate the sum of 533.$.$\frac{55}{100}$. and that there is due to others from said the sum of 637.$.$\frac{24}{100}$ that the said Mrs Wheeler died possessed of an equity to in Lot No. 21 in the Town of [redacted] Milford this County for a more particular description reference is here made to the recorded plat of said Town That there are now but two heirs and representation of the said Mary Wheeler in esse. Mary Runyon daughter of said Mary Wheeler. and wife of Isaac Runyon both of the County of Union. Who herewith appear and file their answer and consent to this bill and James Lewis Lane grandson of the said Mary Wheeler deceased a minor and resident of this County whom your petitioner pray may be made defendants to this bill the prayer of your petitioner therefore is that your petitioner may be authorized by an order of this Court to sell the equity of said Lot to enable your petitioner to complete the payments of the debts and legacies of said Estate and as in duty bound he will ever pray &c

Andrew Reyes By W B Lawrence his Sol

Clerk will issue a subpoena for James Lewis Lane returnable for the with

W B Lawrence Sol

Clerk Com Pleas Union Co for pt

Mark referred to

(Andrew Key (B)
vs
Mary Runyon)

Petition to sell land

Filed Nov 12th 1842
John Cornell Clk

Cost bill
made

(Recorded, Book 4,
page 110.)

B

A true and accurate inventory of the Real estate of which Mary Wheler Died seized and possessed late of Union township & County of Union State of Ohio as presented to the Undersigned David Burnham Matthew Gooding & Jacob. Fairfield appraisers appointed by Andrew Reyes Administrator of said Estate of Mary Wheler deceased With the will annexed To Wit a part of in lot No 21st in the town of Milford Containing 30 square rods 5 rods in front and 6 rods back the improvements are a dwelling house and stable and We appraise the same at three hundred and fifty Dollars ($350.)

and We do further Certify that said lot is all the real estate belonging to the estate of said Mary Wheler Decd of which we have any knowledge Given Under our hands this 5th day of November A D 1842

Matthew Gooding
David Burnham
Jacob Fairfield
appraisers

State of Ohio Union County ss
Before me Elias Topliff a justice of the peace in and for said County personally Came David Burnham Matthew Gooding & Jacob Fairfield appraisers of the real estate of Mary Wheler late of Union township in said County Decd and were sworn well and truly to appraise all the Real estate of said deceased of which they have any knowledge
Given under my hand this 5th day of Nov. 1842

Elias Topliff J.P.

Fees of appraisers $1.50

Union County Common Pleas

Andrew Keys Administrator with the will annexed of the Estate of Mary Wheeler Decd vs Mary Runyon et als heirs } Petition to sell Land

This cause came on to be heard upon the bill answers of Defts and thereupon on motion of Mr Lawrence counsel for the petitioner it is ordered that said Andrew Keys proceed according to law to sell said Real Estate in said petition described upon the following terms (to wit) one third cash in hand one third in one year and one third in Eighteen months to be secured to the satisfaction of said Administrator with interest from day of sale and it is further ordered that the said Administrator make return of his proceedings in the premises to the next term of this Court to which time this cause is continued

I certify the above order to be taken from and correctly copied from the Records of this Court given under my hand and official seal this 6th day of Sept A. D. 1842

John Cassil Clerk Protem

In pursuance of the within I proceeded to and advertised for sale at public vendue in five public places in Union County on the 8th day of Nov. A D 1842 five weeks previous to said 8th of Nov. And issued an order to Matthew Gooding David Burnham & Jacob Fairfield freeholders of said County to a copy of which is hereunto annexed marked A to proceed to appraise the within named real estate and return to me a schedule of the same who proceeded to appraise the same and returned a schedule which is hereunto annexed marked B offered said real estate for sale on the afore said 8th of Nov. and sold the same to Warren Rose he being the highest bidder for $245 Two hundred and forty five Dollars took his Notes one of $81.66 payable eighteen months after date one of $81.66 payable twelve months after both with inter interest and $81.66 Cash down Given Under my hand this 8th day of Nov. 1842 Andrew Keyes, Admr

Filed Nov 12 1842
John Cafer Clerk

Mark reference to

A

Motion to approve

Filed Nov 14th 1842
John Capel Clerk

8/850
11/4/4
5/5/59

To David Burnham Jacob Fairfield and
Matthew Gooding Appr's
You are hereby required to proceed forth with
and appraise under oath the real estate of which
Mary Wheeler lately died seized and possessed
in the County of Union State of Ohio and return
to me the amount of said appraisement together
with a schedule of the same Given under my hand
this 23d day of Sept 1844

Andrew Reyes Administrator
of said Mary Wheelers
Estate

A

Mary Runion

To the Court of Common Pleas of Union County &
State of Ohio &c. This is to inform you that we as heirs
of Mary Wheeler Late of Union County Deceased
do hereby acknowledge Notice of petition of the sale of
the real estate of said Mary Wheeler & do hereby
give our assent to the sale of the same Given under our
hands and seals this first day of March 1841

Isaac Runyan
Mary Runyan

S Lenn

To the Court of Common Pleas of Union County
This is to Certify that I acknowledge Notice
of Petition and hereby give my assent to the sale
of the real estate of Mary Wheeler Deceased Late
of Union County April 5th AD 1841

Lewis Lane

Common Pleas

Lewis Lane
ads
Andrew Reges

Answer by
Guardian

Filed Aug. 31. 1842
Jas H Gillelen Clerk

The Separate answer of J. Lewis Lane
to a bill of complaint Exhibited against
himself and others by Andrew Reyes administrator
with the will annexed of Mary Wheelwright
This Deft by Philander B. Cole his
guardian ad litem answering to said bill says
that he cannot gainsay the allegations of said
bill but submits his case to the Court and
prays further to be dismissed with his costs
and as in duty bound he will ever pray
&c By [redacted]

P B Cole guardian ad litem

Union Com Pleas

vs

T. L. Lane

vs

A Rogers &c

Answer

Filed Aug. 31. 1842

Jas. H. Gill Clerk

The separate answer of I Lewis Lane by his guardian ad litem to the bill of complaint exhibited against him and others by Andrew Rogers administrator of Mary Wheeler with the will annexed

This defendant now comes and for answer to said bill or so much thereof as he is advised is material for him to answer in answering says that he cannot gainsay but admits the truth of the allegation in compt said petitioner contained and consents to the sale thereof as prayed for by said bill and hopes his interest may be protected by the court and costs unnecessarily prevented and ~~&c~~ will ever pray &c

VB

his guar ad litem

Union Com. Pleas

Andrew Hayes

vs Subpoena

Mary Bungardstal

Served by Certified
Copy Nov 4. 1841
W W Steele Sheriff

Serv	35
Mile	5
Copy	10
	50

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Sheriff elect COUNTY, GREETING:

We command you that you summon James Lair Lane

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 himself and others by

Andrew Hayes & others with villainous of May & others and this he shall

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

Witness James H. Gill, Clerk of said Court at the Court House in Marysville this

three day of November A. D. 1841.

James H. Gill Clk

Chancery Case File

Case No. 1841-CH-0018

No. 41-CH-18

Union Common Pleas Court

George Hegenderfer et al
Plaintiff,

against

Andrew Kraushline et al
Defendant.

APR TERM. 1844

Decree for Plaintiff

Journal 3 Page 218

Record No. 4 Page 290

Ex. Doc. Page

George Hondorffer &
Wife Godlieb Kopp
dech & wife

vs

Andreas Knautter
John Peter Knautter
Mary Barbara Knautter
& Monica ~~Barbara~~ Margaret Knautter

Petition for
Partition

Filed Nov. 3. 1841
James H Ewell
Cost bill made

Recorded

Hall for Petitioner

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

Your petitioners George Hagendeffer & Margaret ~~Kraultein~~ his Wife (formerly Margaret Krautlein) and Godlieb Rapprecht & Catherine his wife (formerly Catherine Krautlein) respectfully unto your Honors that they have a legal right to and are seized in fee simple of Two undivided sixth parts of the following real Estate (to wit) situate in Union County Ohio Part of Survey No. 2256 Entered in the name of Edward Dowke Bounded as follows Beginning at 2 ashes & 2 Elms in the original West line of said Survey N. W. Corner of George Adam Ell's Survey of 280 acres Thence with the line of said Ell's Survey North 77° 15 E 293 poles to an oak ash & Elm Thence N 9° 45 West 68 poles to two ashes Thence South 77° 15 West 293 poles to four sugar trees & West original line of said Survey No 2256 Thence with said line South 9° 45 East 68 poles to the beginning And your Petitioners further state that Andreas Krautlein John Peter Krautlein Mary Barbary Krautlein & Margaret Krautlein ~~as~~ Children & heirs of John Peter Krautlein are Copartners with your petitioners in the said premises

Your petitioners therefore pray that partition of said land may be made and that one undivided sixth part of said real estate may be set to each of your petitioners and that if such partition cannot be made without manifest injury that such other proceedings may be had as are authorized by law

A Hale Sol
for Petitioners

The Clerk of Union County will issue Subpoena to Sheriff of Franklin Co. & Sheriff of Union County.

A Hall Sol
for Plaintiff

Served on Andrew Krandtline Oct 19 1843. the rest previously served, W W Stockstill Shff

Serv 35
Mile 5
40

Filed Oct 17th 1843
John Cupit
Clerk.

Served on Andrew Krandtline Oct 19. 1843.
Andrew Krandtline

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Andrew Krauttim John Peter Krauttim Mary Barbara Krauttim and Mary Margaret Krauttim

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith ~~day of~~ ~~next ensuing,~~ to answer a Petition

in Chancery, exhibited against them by George Hagendeffer Margaret Hagendeffer Godlib Ruppright & Katharine Ruppright

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

Witness John Cassil, Clerk of our said Court, at the court house, this 19th day of Oct.

A. D, 1843

John Cassil Clerk of Com. Pleas.

Union Cir. Ct.

George Hagendorfer et al

v Sub. in Chy.

Andrew Franklin et al

Served on M M Franklin
Febr 12. 1842 by Copy
on Mrs Peter & Mary
Barbary Franklin
Febr 28. 1842 by Copy
Andrew Franklin not
found M M Slade Shff

Fee 50
Fees 65
Copies 30
1.45

Filed Feb. 25. 1842
Ed M Lee Clerk.

Franklin 2
M Lo 2
C Slade 2
Cor 1.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon [1] Andrew Krantlan [2] John Peter Krantlan [3] Mary Barbary Krantlan and [4] Margaret Margaret Krantlan

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 of said Court to answer the matters and charges contained in a Petition in Chancery exhibited against them by George Hegendoffer Margaret Hegendoffer by Godlep Ruffsight & Catharine Ruffsight 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 31st day of December A. D. 1841.

James H. Gill Clerk

1 Col
2 & 3 Thos Robinson
4 Joseph Gibson

George Bondefer
et al
v
Andrew Knowlton
et al

answer

Filed Oct 19 1843
John Cafiel Clerk

Recorded

George Hegendeffer et al
vs
Andrew Krautlein et al } In Partition in Union Court Court of Common Pleas

Andrew Krautlein appears waives all further delay in the premises asks that an order of partition be now entered in due form and in accordance with the prayer of the petition
Oct 19th 1843

Andrew Krautlein

George Hegendeffer et al
vs
Andrew Krautlein et al } In Union Common Pleas in Partition

Philip Snider
Guardian — and Guardian ad litem for ~~Andrew Krautlen~~ John Peter Krautlen Mary Barbary Krautlen & Mary Margaret Krautlen now appears and says that the prayer of said petition should be granted and asks that petition of said premises be partitioned accordingly
Oct 19 1843 Philip Snider

George Hegendoffer & Margaret Hegendoffer
Godlieb Rappreight & Catherine Rappreight
vs.
Andrew Krautlein, John Peter Krautlein
Mary Barbary Krautlein, & Mary Margaret
Krautlein,

} In Chy
Petition to Sell
Land

The Clerk will issue
Subpoenas to the Sheriff of Franklin Co: & to the Sheriff
of Union Co

A. Hall Sol.
per Petitioner

To J H Gill Clk
Union C C P

41
350
41
140
5,72

Hequenderfer
vs
Crantline
Precipe

Filed October 19th 1843
John Cassid Clk

Hequadoffi
v
Crawler

In Chancery
Opinion on the retainder
footnote to Chancery of
law in C.

To Circuit Ct

A Hutchinson
Atty

Fees

Joseph Gibson	Commissioner	2 days	$2.00
Jacob Parthemore	do	2 do	2.00
John Weaver	do	2 do	2.00
James McWilkinson	Surveyor	2 do	4.00
John Weaver	Chain carrier	2 do	1.50
Jacob Parthemore	do	2 do	1.50
Joseph Gibson	Marker	2 do	1.50

George Regenfuss et al
vs
Andrew McCauslin et al

Commissioner's
Report

Filed Oct 30 1843
John Boyle Clerk

Recorded

The State of Ohio }
Union County ss } Court of Common Pleas October Term 1843

George Hegenderfer et al }
vs } In Partition
Andrew Krantline et al } Ordered that the continuance of this case heretofore entered be opened up and the same being submitted on the Bill and answers, in consideration it is ordered that by the oaths of Joseph Gibson, Jacob Parthemore & John Weaver an equal sixth part of the lands and tenements in said petition described be set off to George Hegenderfer & Margaret Hegenderfer his wife and one equal sixth part to Godleib Rupright & Catharine Rupright and to Andrew Krantline an equal sixth part & to John Peter Krantline one equal sixth part & to Mary Barbara Krantline one equal sixth part & to Mary Margaret Krantline one equal sixth part and it is further ordered that a writ of partition issue to the Sheriff of Union County to cause said partition to be made accordingly

I John Cafsil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the foregoing is truly taken and copied from the Journal of the proceedings of said Court

In testimony where of I do here to subscribe my name and affix the seal of said Court this 26th day of October A.D. 1843

John Cafsil Clerk

Union Com Pleas

George Hegenderfer et al
vs } In Partition
Andrew Krantline et al

I have Executed the within writ by the oaths of the with named Commissioners whose Report is hereunto filed

~~An Alias Venire to the within writ I did administer the oath prescribed by law to the within named appraisers and also to James McWilliams as surveyor~~

Oct 23rd 1843

Service $1.00
Mileage $1.10
A C Jennings Sheriff
Sheriff

George Hegenderfer et.als. vs Andrew Krauttine et als. } Union Common Pleas
In Partition

In obedience to an order hereto annexed. We. the Commissioners for that purpose named in said order. (having first been duly sworn) proceeded to make partition of said lands. in manner following, to wit: To Mary Barbara Krauttine Lot No.1. Containing twenty two acres. Begining at two ashes and two Elms. original South West corner of said Lands. running thence N 9° 45' W 68 poles to four sugar trees. Thence N 77° 15' E 51 poles and 19 links to a wild Cherry & two sugars Thence S 9° 45' E. 68 poles to an ash. Hickory & Dogwood Thence S 77° 15' W 51 poles & 19 links to the begining.

To Mary Margaret Krauttine Lot No. 2 containing fifteen acres 140 poles. Begining at an ash. H. and Dogwood S.E. corner to Lot No. 1. thence running N 9° 45' W 31 poles to a stake. Thence N 77° 15' E 82 poles to a whiteash and wild Cherry. Thence S 9° 45' E 31 poles to two ashes. Thence S 77° 15' W 82 poles to the begining.

To John Peter Krauttine Lot No. 3, containing 18 acres 151 poles Begining at a wild Cherry & 2 sugars Thence N 77° 15' E 82 poles to a stake in the line of B Bishops Land thence S 9° 45' E 37 poles to a Hickory. sugar & ash thence S 77° 15' W 82 poles ~~to a~~ stake N.W. corner to Lot No 2 thence N 9° 45' W 37 poles to the Begining.

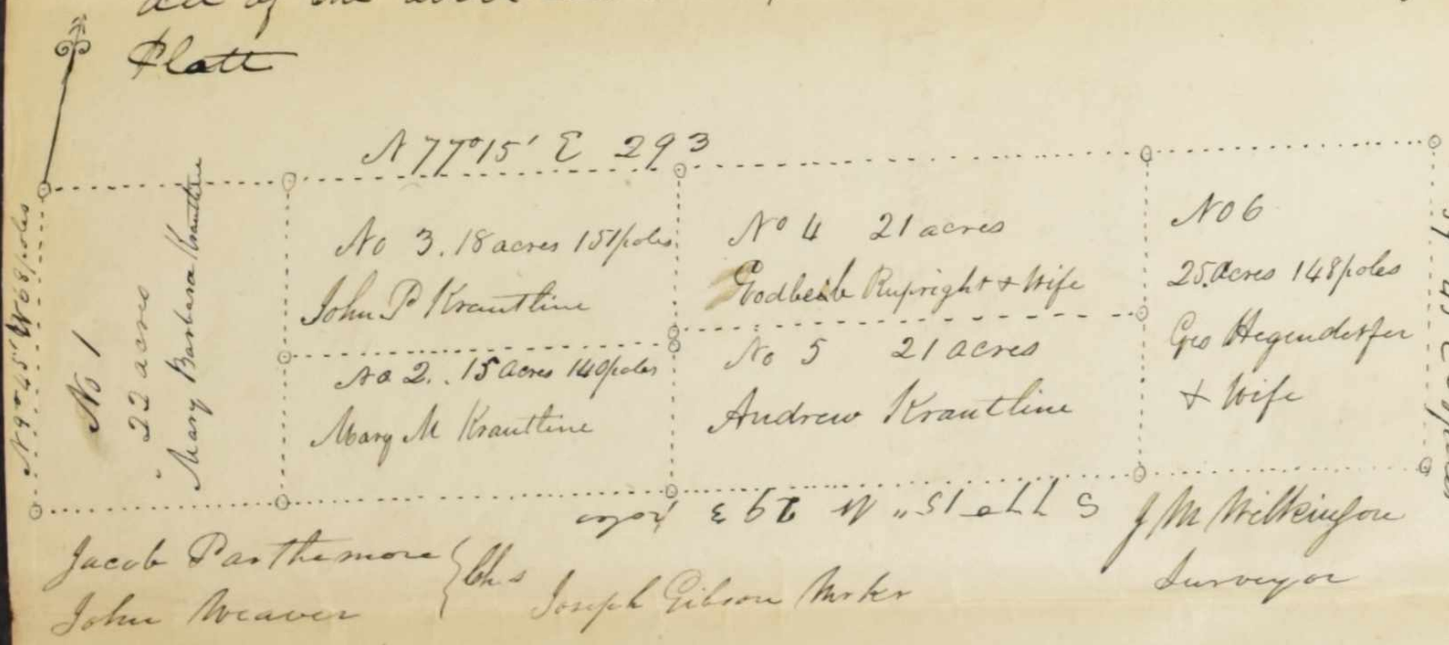
To Godlieb Repright & Wife Lot No. 4. containing twenty one acres. Begining at a Hickory, sugar, and ash Thence N 9° 45' W 34 poles to a stake in the line of B Bishops Land and N.E. corner to Lot No. 3, Thence N 77° 15' E 99 poles to a stake in the centre of the John Weaver Road. thence with said road S 9° 45' E 34 poles to a stake ~~in said~~ Road thence S 77° 15' W 99 poles to the begining.

To Andrew Krauttine Lot No. 5. Containing twenty one acres

Begining at a stake in the centre of the John Weaver road Thence running S 77° 15' W 99 poles to 2 ashes S.E. corner to Lot No. 2. thence N 9° 45' W 34 poles to a Hickory. Sugar & ash S.W. corner to Lot No. 4 thence N 77° 15' E 99 Poles to a stake in the J Weaver road S.E. corner to Lot N 4 thence S 9° 45' E 34 poles to the begining.

To George Hegenderfer and wife Lot No. 6 containing twenty five acres and 148 poles. Begining at a stake in the centre of the John Weaver Road. S.E. Corner to Lot No. 5, thence with said Road N 9° 45' W 68 poles to a stake in said Road N.E. corner to Lot No. 4 thence N 77° 15' E 61 Poles to 2 ashes an original corner to said 125 acres thence S 9° 45' E 68 poles to an ash. Oak. & Elm another original corner of said Land thence S 77° 15' W 61 poles to the begining.

All of the above lots are exhibited on the following Platt



Jacob Parthemore
John Weaver
Chs Joseph Gibson Worker

J M Wilkinson
Surveyor

We the Subscribers Commissioners named in the Order hereunto annexed after being duly sworn ~~James M~~ Wilkinson Surveyor and the Chaincarriers also being duly sworn proceeded on the 21st day of October 1843 to survey and set off to the several persons named in said order, the Lands described in the Petition for Partition, as described in the foregoing plat and fieldnotes

Given under our hands this 30th day of October A.D. 1843

Jno Weaver
Joseph Gibson
Jacob Parthemor
Commissioners

(12)

No. 41-CH-19

Union Common Pleas Court.

Cyprian Lee et al Adm
Plaintiff,

AGAINST

Cynthia A. Winget
Defendant.

MAY TERM, 1845

DECREE FOR PLAINTIF

Journal Page 311

Record No. Page 396

Ex. Doc. Page

Mon Com Pleas

P. Lee & Wm B. Irwin
Administrators of
Calvin Winget decd
vs }
Cynthia Winget et als

Pet to sell land

Filed Nov. 4. 1841
James H. Gillelle

Cost bill made

Recorded.

To the Honble the Judges of the Court of Com Pleas in and for the County of Milon Ohio when in Session

Your Petitioners Wm B. Irwin & Cyprian Lee administrators of Calvin Winget late of this County Dec'd Respectfully represent that they have proceeded with the administration of said Estate with all posible dispatch that so far they find it difficult to collect by suit enough to pay over to the widow her allowance for her own and children support for one year. That they have Recd for payment against said Estate 1746.36. all just and due as your petitioners believe, that the whole amt of available assets arising from the sale of the personal property and Claims due said Estate when fully collected so far as has come to the knowledge of your petitioners subject to pay the expenses of administration and debts due from said Estate is 285.05. whereby the fact is shewn that without the sale of Real Estate the debts due from said Estate cannot be paid your petitioners further shew and charge that the said Winget died seized in fee of in Lot No 40 in the Town of Marysville this County which with its previleges and appurtenances in cumbered by the dower of the widow cannot exceed 900.$. in value.

which places the Estate as to liabilities

1746.36

assets 285.05

real Estate 900.

which places the estate insolvent the prayer therefore of your petitioners therefore is that Cyntha Winget the Widow and entitled to dower in said premises James Winget, David Winget, William Winget Ann Winget Cyprian L Winget and Calvin Winget. minors and Heirs of said Deceased may be made Defendants

To this Bill and that they be compelled to answer all and and singular the matters and things here in charged and that on final hearing your Honors may adjudge, order and decree a sale of said Lot. that the proceeds thereof may be applied to the payment of the debts in proportion as authorized by statute and your petitioner as in duty bound will ever pray &c

by W. C. Lawrence This
Lot

Clerk will issue Subpoenas directed to the Sheriff of this County. for the Several Defs
by W. C. Lawrence

Union Com. Pleas

Lee & Irvin
v
Firm of C. Wright
Sub. in Ary.

Served by certified Copy on all the within named except Saml Wright who acknowledges service March 28. 1842

Wm Stuts Shff

Serv 87¢
Mile 5
Copies 90
$1.82¢

Filed March 29. 1842
James Gill
D. Clerk

Sachusetts service admitted Feb. 10. 1842
I Wright

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Cinthia Wright (widow) James Wright David Wright William Wright Ann Wright Cyprian L Wright and Calvin Wright

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 answer the matters and charges contained in a Bill in chancery

in Chancery exhibited against them Cyprian Leo & William B Sears ~~by~~ Admrs of Calvin Wright Dec'd

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 twelfth day of February A. D. 1842.

James H. Gill Clerk

Union Com Pleas

James Wingate et al
vs } Answer
Lee & Irwin

Filed August 30. 1842
Pat. H. Gill Clerk

R.

The ~~[illegible]~~ Joint answers of James Wingert, David, William Elizabeth Ann Cyprian and Calvin infant defendants to the bill of complaint exhibited against them by Cyprian Lee and Wm B Irwin administrators of Calvin Wingert deceased.

These defendants by Agustus Hall their Guardian ad litem now come and answering say that they know nothing about the matters and things contained but submit the case to the court and hope your honorable Body will protect their interest and as in duty bound &c

A. Hall

Guardian ad litem

Union Com. Pleas

Mingo's Estate.

Dower

Serv 1.00
Mile .05
1.05

I have Executed this writ by the oaths of the within named commissioners, Nov 10th 1842 W W Steele Sheff

Filed Nov 10. 1842
John Capil Clk

The State of Ohio, Union County, ss. Cyprian Lee and Otway Curry
~~Executors of the estate of Caleb Winget, dec'd~~
Administrators of the estate of Caleb Winget, dec'd.
We command you, that without delay, by the oaths of Norman Chipman, ~~Lewis Bingham~~ Robson L. Broome, and ~~Cyrus~~ Adam Wolford, three judicious disinterested men of the vicinity, who are not of kin to either of the parties interested, you cause to be set off and assigned to Cynthia Winget, of said County, widow of Calvin Winget, late of said County, deceased, one full equal third part of the following Real Estate, situate in Marysville in said County, to wit: In lot No. 40, in pursuance of an order lately made in our said Court of Common Pleas within and for the said County of Union in a certain petition for dower wherein the said ~~Cynthia Winget~~ Cyprian Lee & Otway Curry are petitioners, and ~~Calvin and William B. Ira~~ Cynthia Winget et al, respondents — and that your proceedings in the premises, you distinctly certify, under your hand to our said Court, forthwith, and have you then there this writ.

Witness John Cassil, Clerk of said Court, this 9th day of November, A.D. 1842.

John Cassil, Clk, pro tem.

3/60
2

In obedience to the within order we having been first duly sworn in open Court upon actual view of the premises do find that dower by metes and bounds in the premises can not be assigned and do especially endow the said Widow in the sum of twenty dollars of Rents and profits yearly and every year at the expiration thereof to be paid during her natural life and we do further estimate the just value of said premises subject to the dower aforesaid at nine hundred dollars.

Dated this 10th day of Novem 1842

Robson L. Broome
N. Chipman
Adam Wolford

C. Lee & Wife Admrs.
C. Curry
vs
C. Wright

Return under Order of Sale.

Filed July 5th 1843
John Cassil Clk

Recorded

Cyprian Lee & Otway Curry
Admrs. of C. Wright decd
vs.
Cynthia Wright et al.

In pursuance of an order made in this case at November term A. D. 1842 we gave notice by advertisement inserted four weeks successively prior to the 1st day of July 1843 in the Union Journal a news paper published in the County of Union that on the said 1st day of July 1843 we would offer for sale the real estate in the petition in this case described and on the 1st day of July 1843 at the door of Court house in the town of Marysville in said County we proceeded in accordance with said order and said advertisement to offer said real estate for sale but found no bidders

Cyprian Lee
Otway Curry
Admrs. of
Calvin Wright decd

By Jno Lee &
Otway Curry
Adm.rs of C Wright dec.

Return under order
of Sale.

Filed April 18, 1843.
John Cassil, Clerk.

Recorded.

Cyprian Lee & Otway Curry
Adm.rs of C. Winget dec.d
vs
Cynthia Winget, et al.

In pursuance of an Order made in this cause at November Term A. D. 1842 we gave notice by advertisement inserted four weeks successively prior to the 25th day of March 1843 in the Union Gazette, a newspaper published in the County of Union, that on the said 25th day of March 1843 we would offer for sale the real estate in the petition in this case described. And on the said 25th day of March 1843, at the door of the Court house in the Town of Marysville, in said County, we proceeded, in accordance with said order and said advertisement, to offer said real estate for sale, but found no bidders.

Cyprian Lee } adm.rs of
Otway Curry } C. Winget, dec.d

April 17th 1843

Filed April 16th 1844
John Capie
Clerk

Recorded

Cyprian Lee & Otway Curry
Admrs of C Winget decd
vs
Cynthia Winget et al

In pursuance of an order made in this case at November term A D 1842 we gave notice by advertisement inserted four weeks successively prior to the 23d day of March 1844 in Union Gazette a newspaper published in the County of Union that on said 23d day of March 1844 we would offer for sale the real estate in the petition in this case described and on the 23d day of March 1844 at the door of the court house in the town of Marysville in said County we proceeded in accordance with said order and advertisement to offer said real estate for sale but found no bidders

April 12th 1844

Cyprian Lee
Otway Curry } Admrs of C Winget decd

Union Com Pleas

Lee & Berry, admrs

vs

Cynthia Wright et al

Order of appraisment

Filed October 3d 1844
John Cassil Clerk

R.

The State of Ohio
Union County ss } I John Cassil Clerk of the Court of 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 Journals of said Court at the October Term thereof A D 1844

Lee & Curry
vs } Petition to sell lands
Cynthia A Winget et als

In this case it appearing that the administrators have twice offered the premises in the petition described (in Lot No 40 in the Town of Marysville) do order that the appraisement heretofore made be set aside and that the said premises be reappraised by the oaths of Levi Phelps John Johnson and James Turner and that they make return forthwith to this Court subject to the widow's dower Estate in the premises of twenty dollars per annum

Witness my hand and the seal of said Court this 2d day of October A D 1844

John Cassil Clerk

We the subscribers being duly sworn have proceeded to view and appraise the premises set forth in the above order and respectfully report that we have appraised the premises aforesaid subject to the widows dower to six hundred dollars.

Given under our hands this 3rd day of October 1844

Levi Phelps
James Turner
John Johnson

Subscribe my name and affix the seal of said Court this 30th day of January AD 1844

John Cyphi Clerk

373
162
616
187
193 86

Union Common Plea

Chas & P Curry admrs

vs

Cynthia Winget et als

Order to sell

Court of Common Pleas. Union County Ohio
November Term A D 1842

Cyprian Lee & Otway Curry
admrs of C Winget
vs
Cynthia Winget et als

On motion to the Court by Wm C Lawrence counsel for petitioner and upon producing the assignment of Dower and appraisment herein made by Adam Wolford, Robson L, Broome. and Norman Chipman under a former order of this Court, it is ordered that the said administrators proceed according to Law to sell the real estate in said petition described subject to the dower estate of the said Cinthia Winget and upon the following terms to wit on third cash in hand and one third in one year from the sale and the ballance in two years to be secured to the satisfaction of the administrators and it is further ordered that they make return of their proceedings to the next term of this Court

Lee & Irwin Admrs
vs
Cynthia Winget

Tuesday April 18, 1843 1st day
Chancery Continued under former order

Lee & Irwin Admrs
vs
Cynthia Winget et al

Wednesday July 5th 1843 1st day
Chancery
Continued under former order

Lee & Irwin Admrs
vs
Cynthia Winget et al

Wednesday October 18 1843. 1st day
Chancery Continued under former order

The State of Ohio
Union County ss

I John Cybil Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio do hereby certify that the foregoing entries are truly taken and copied from the Journals of said Court

In testimony where of I do hereto subscribe my

State of Ohio }
Union Co ss } P B Cole one of the Publishers of The Argus a weekly News paper printed and in general circulation in the said County. Being first duly sworn says that the notice hereto attached of the sale of the written property was published in said paper for four consecutive weeks previous to the 12th day of April 1845

P B Cole

Sworn to & subscribed before me.

James R Smith Associate Judge

Administrators' Sale.

PURSUANT to an order to us directed by the Court of Common Pleas for the county of Union, State of Ohio, made at their November term, 1842, we will offer for sale at the door of the Court House in Marysville in said county, on Saturday the 12th day of April, 1845, between the hours of 10 o'clock, A. m. and 4 o'clock, P. m., the following described real estate, belonging to the estate of Calvin Winget, late of said county, deceased, to wit: In Lot No. (40) forty, situate in said town of marysville. Said Lot will be sold subject to the right of dower of Cynthia Winget, widow. TERMS:—One-third cash in hand; one-third in one year, from day of sale; and the balance in two years from the sale—the deferred payments to be secured according to law.

CYPRIAN LEE,
OTWAY CURRY,
Administrators of the estate of Calvin Winget, deceased.

march 15, 1845. no45-5w

Paid 2 2, 39
1 8 4 5
3 5 9

Cyprian Lee & Otway Curry
Administrators of Calvin Winget decd
vs
Cynthia Winget et. al

In pursuance of an order in this case made at November term 1842 we give notice by advertisement inserted four weeks successively prior to the 12th day of April 1845 in the Argus a newspaper published in Union County ~~of Union~~ that on the 12th day of April 1845 we would offer for sale the real estate in the petition in this case described and on the 12th day of April 1845 at the door of the court house in the town of Marysville in said County we proceeded in accordance with said order and said advertisement to offer said real estate for sale subject to the dower of the said Cynthia Winget as hereinbefore assigned and John Capell being the highest bidder and accordingly it was struck off to said John Capell for five hundred twenty six dollars and twenty five cents

April 12th 1845

Cyprian Lee
Otway Curry
Administrators of Calvin Winget dec'd

Lee & Curry
vs
C Wright et als

Filed Oct. 18th 1859
John Capsil
Clerk

Recd.

Cyprian Lee & Otway Curry
Admrs of C Winget decd
Vs
Cynthia Winget et al

In pursuance of the order made in this case at November term A D 1842 we gave notice by advertisement inserted four weeks successively prior to the 14th day of Octr 1843 in the Union Journal a news paper published in the county of Union that on said 14th day of Octr 1843 we would offer for sale the real estate in the petition in this case described and on the 14th day of Octr 1843 at the door of the court house in the town of Marysville in said county we proceeded in accordance with said order and advertisement to offer said real estate for sale but found no bidders

Oct 14th 1843

Cyprian Lee
Otway Curry
Admrs of
C Winget decd

Chancery Case File

Case No. 1841-CH-0020

No. 41-CH-20

Union Common Pleas Court.

Stephen Miller
Plaintiff,

AGAINST

Stephen McLain,
Defendant.

APR TERM. 1842

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 14

Record No. 4 Page 13

Ex. Doc. Page

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

Union Common Pleas

"

Stephen L. Miller

vs

Bill in
Chancery &c

Stephen McLean

Filed Nov. 4. 1861
James H. Gill Clk

certificate made
Recorded

Carrying Sales

To the honorable the judges of the Court of Common Pleas of the County of Union when in Chancery sitting Humbly complaining sheweth unto your honors your Orator Stephen L. Miller that heretofore Lawful on the day of — 18— he became the security of one Stephen McLean of Marysville in this County to the firm of Hart Jugold & Co of the City of Sandusky on a note for $ That afterwards Lawful at the Term of this Court the said Hart Jugold & Company recovered a judgment against the said Stephen McLean on said note for the sum of Two hundred & Three Dollars & eighty three Cents Damages & Seven dollars & Twelve & one half Cents Costs of suit as by the records of this honorable Court to which your orator prays a reference will more fully appear — and your orator further sheweth that on the 25th day of August AD 1838 an Execution issued on said judgment in favour of Hart Jugold & Co against the said Stephen McLean directed to the Sheriff of Union County which was levied in conjunction with one in favour of Mathew J. Gilbert for $146.25 Cents Damages & $7.50 Costs of suit on the following Real Estate Levied four acres of land lying on the South east side of the Town of Marysville bounded South & North by the lands of Silas G. Strong appraised at $40.00 per acre & returned by said Sheriff to the October Term of this Court AD 1838 not sold for want of bidders all of which will more fully appear by a reference to the Records of this honor-able Court and your orator further sheweth that said Execution in favour of Hart Jugold & Company against the said Stephen McLean was also levied in conjunction with one in favour of Sherman French against the said Stephen McLean for $224.07 Damages & $8.25 Cents Costs of suit on the following real estate belonging to the said Stephen McLean Lawful Tenant Twenty two feet on the South side of Lot No 64 in the Town of Marysville & returned by said Sheriff not sold for want of bidders as by the Records of this Court to which your orator prays a reference will more fully appear and your orator further represents that afterwards Lawful on the day of 1839 the said Hart Jugold & Company issued a decree against said

said judgment against said Stephen McLean against your orator to make him a party to said judgment as the security of said Stephen McLean & at the April Term of this Court 1859 a judgment was recovered against your orator on said Scire facias in favor of said Stout Jugals by Hampton for the full amount of said judgment & Costs against the said Stephen McLean together with Costs of suit on said Scire facias as by the Records of this Court more fully appear — And your orator further represents that since the rendition of said judgment against him on the Scire facias above mentioned he has fully paid & satisfied the full amount of said judgment interest & all costs of suit amounting to the sum of $295.00 — And your orator further represents that said Stephen McLean is wholy & entirely insolvent & has no property of any description to pay or satisfy the demand of your orator against him for the money so paid by your orator for said Stephen McLean to the said Stout Jugals by Hampton as aforesaid Your orator therefore prays that said Stephen McLean may be made Defendant to this Bill & compelled to answer the same and that on the final hearing of this your Honors would order adjudge & Decree that the process of said four acres of Land above mentioned & also the Twenty two feet on the South side of Lot No. 64 in the Town of Clarksville when sold by Virtue of the Executions & Levies so made as above mentioned be ratably divided between your orator the said Stout Jugals by Adm & the said Sherman Finch Plaintiff in Execution as above mentioned. And that your Honors would grant unto your orator such other & further relief in the premises as shall be agreeable to Equity & good conscience & as to your Honors shall seem meet & your orator will pe

Cameron Solor for Compt.

Ulman Carriman & Thos

vs

Stephen L Miller

Subpoena in Chancery

Stephen McLean

forthwith

Served by Certified Copy Mar 31st 1841
W. W. Steele Sheff

Serv — 35
Mile — 5
Copy 10
50

Carriman Solts

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

We command you that you summon Stephen McLean

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 Stephen L. Miller 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 4th day of November A. D. 1844

James H. Gill Clk

Stephen L. Miller

vs

Drew

Stephen McLean

Stephen L. Miller
vs
Stephen M. Lane } In Chancery

This cause coming on to be heard on the bill & exhibits of the complainant filed in the bill & the Defendant having failed to plead answer or Demur the same is taken as confessed. And the Court being fully advised in the premises do find the equity of the case with the Complainant. The Court do therefore order adjudge & Decree that out of the proceeds of the sale of said four acres of land mentioned in Complainants bill & also out of the proceeds of the sale of twenty two feet off the South side of Out lot No 64 mentioned & described in said bill the Sheriff of this County pay to the said Stephen L. Miller the Complainant the proportion that two hundred & ninety five dollars the amount paid by said Stephen L. Miller to the said Hall Jugoldsby & Company as mentioned in Complainants bill will bear to the judgment of One hundred & forty six dollars & twenty five cents in favor of Elotheus J. Gilbert & to the sum of two hundred & twenty four Dollars & seven cents the amount of the judgment in favor of Sherman Finch as mentioned in Complainants bill so soon as the same may be sold by virtue of Executions issued on said judgments in favor of said Elotheus J. Gilbert & Sherman Finch as mentioned in Complainants bill after deducting therefrom the costs of this suit to be taxed &c

Chancery Case File

Case No. 1841-CH-0021

No. 41-CH-21

Union Common Pleas Court.

John Cassele Guar
Plaintiff,

AGAINST

George Moodie
Defendant.

OCT 1844

Decree for pltf

Journal 3 Page 264

Record No. 4 Page 317

Ex. Doc. Page

Micr. Com Reas

John Cassel guardian
of Mary Moodie Idiot
vs
George Moodie et al

Petition to Sell Lands
of ward

Filed Nov. 4. 1844
James H. Gill Clk

Cost bill made

Recorded in vol 4
pp 312 + 13 Complcas
Record of Union
County O
John Cassil Clk

1844

Cost Due and unpaid against said Idiot
Expense of examination of Idiot
Dr. D. Allen Physician
To Clarissa Moodie for board clothing &c 22.33

To the Honorable the Judges of the Supreme court when in Session

Your Petitioner John Cassel guardian of Mary Moodie an Idiot of said County of Union respectfully represents to your Honors that the personal property property and means and rents arising from the real Estate of said Idiot are and have been wholly inadequate to supply of the wants and necessities of said Idiot as is made appear by the appended Statement. That there is no other means within your petitioner's knowledge except by the sale of the real Estate of the said Idiot. Consisting of twenty five acres in part of Survey 7734 being known and designated upon the records of the County of Union in the recorder's office as Lot No (1) one of the subdivision of the lands of Roger Moodie decd, her father, among his several Heirs and Legal Representatives in Book 8. 325-326. page for the support of said Idiot. That her part of sd lands is in part incumbered by the Dower assigned Clarissa Moodie, relict of said Roger decd. John Moodie, George Moodie Henry Moodie. Elizabeth Jenkins & John her husband and Elias Moodie all of this County and Wm Moodie who has gone to some part of Indiana who are her next of kin and Heirs apparent. All of whom your petitioner prays may be made defendants to this bill and that that they may be compelled to answer all and singular the matters and things contained therein and that on final hearing your Honors would order the sale of said land on such terms and in such manner as may best conduce to the comfort and interest of said Idiot and Justice to her creditors and as in duty bound your petitioner will ever pray and so forth

by J. C. Lawrence his Sol

Union Com Plea

John Cassil
Garnisher
vs
Moodies

Proof of Publication
Filed Aug. 31. 1842
Las W. Gris Clerk

State of Ohio
Union County ss

Personally appeared John Cassil publisher of Union Gazette a weekly newspaper published for said County who being duly sworn and of general circulation therein who being duly sworn says that the appended notice was regularly published in said paper for more than six consecutive weeks prior to the commencement of this term

John Cassil

Sworn to and subscribed in open court this 31st day of August AD 1842

Jas H. Gill Clerk

John Cassil, guardian of Mary Moodie, an idiot, vs. John Moodie et al. heirs of Roger Moodie, deceased. } Petition to sell land for maintenance of s'd ward.

Those interested will take notice that petitioner has filed his petition in the Court of Common Pleas in and for the county of Union, praying an order of sale of the lands of said Mary, charging the same to be necessary for her support and maintenance; which petition will have to be answered within sixty days from the rising of next term of said court, or the same will be taken for confessed, and a decree rendered accordingly.

JOHN CASSIL, Guardian,
By WM C. LAWRENCE, his Solicitor.
J. H. GILL, Clerk.
June 15, 1842.

n6—6t

Union Common Pleas.

John Cassil, Guardian.

Order of Sale.

Received this order November 16th 1842 Advertized for sale Feb 25 1843 offered for sale agreeable to advertisement but not sold for want of bidders. Printers fee $3.25

John Cassil
Guardian

Being of opinion that a sale could be effected if the land was again offered I again advertized and offered it for sale on the 15th day of April A.D. 1843 but not sold for want of bidders
Printers fee $3.25
John Cassil, guardian

The Court having continued this case under the former order, I advertized and offered the within described land for sale on the 25th Day of June A.D. 1843 according to law but not sold for want of bidders Printers fee $3.25
John Cassil Guardian

John Cassil, Guardian
of Mary Moodie
vs.
Clarissa Moodie et al.

On motion to the court by Mr. C. Lawrence, counsel for the petitioner, and upon producing the appraisement heretofore made upon an order of this court, it is ordered that the said guardian proceed according to law, to sell the following real estate, to wit: consisting of 25¼ acres, in part of Survey 7734, being known and designated upon the records of the county of Union in the Recorder's office, as Lot No. One of the subdi=vision of the lands of Roger Moodie, dec. her father, among his several heirs and legal representatives, in Book 8, pages 325 & 326 for the support of said dis, upon the following terms – ⅓ cash in hand – ⅓ in one year from the day of sale – and ⅓ and balance in 2 years from sale, with the deferred payments secured according to law; and it is further ordered that he make return of his proceed=ings to the next term of this Court.

Witness John Cassil, Clerk of the Court of Common Pleas for Union County, this 16th day of November, A.D. 1842.

John Cassil, Clerk.

Aff of A. Gardin
in case of
John Capsil
Guardian &c

Filed Nov 9th 1832
John Capsil
Clk

State of Ohio
Union County } SS

Personally appeared Alonzo Garlick in open court who being duly sworn according to Law says that he is personally acquainted with Mary Moodie Idiotic ward of John Cassil and her circumstances as far as means in the hands of the said Guardian for her support and necessary Maintainance and that he has no doubt but that the sale of her real estate in Levited from her father is necessary for her comfort and support

And further saith not

Alonzo Garlick

Sworn to and subscribed in open court
Nov 9. 1843

John Capie Clerk pro tem

John Cassil, Guardian, &c.
of Mary Moodie.

Order of Appraisement.

Filed Nov. 11, 1842.
John Cassil, Clerk.

On motion to the Court, by Mr. Lawrence, counsel for the petitioner, it is ordered, that William Winget, David Gill and James Reed, being first duly sworn, do, upon actual view of the premises, make a just valuation of the following real estate, to wit: 25¼ acres, in part of Survey No. 7734, being known and designated upon the records of the County of Union in the Recorder's office, as Lot No. One (1) of the subdivision of the lands of Roger Moodie, deceased, her father, among his several heirs and legal representatives, in Book 8, pages 325 & 326 for the support of said idiot Mary Moodie, subject to the widow's (Clarissa Moodie's) right of Dower — and that they ~~petition~~ return such valuation to the Court of Common Pleas for Union County, forthwith — and that the petitioner proceed thence to sell said premises subject to such Dower according to law, at the door of the Court House, on 30 days' notice thereof.

Witness John Cassil, Clerk of said Court, this Eleventh day of November, 1842.

John Cassil, Clerk.

To the Court of Common Pleas of Union County, —

~~We, the~~ In obedience to the within order, we, having been first duly sworn in open court, upon actual view of the premises, do estimate the just valuation of said premises at seven dollars per acre, making in all, the sum of one hundred and seventy six dollars and seventy five cents, subject to the dower incumbrance.

Given under our hands this 11th day of November, 1842.

James Reed
David Gill
Wm Winget

Appraisers.

Union Common Pleas

John Cassil, Guardian

Order of Sale

Filed July 3rd 1844
John Lewis Clerk

$117.83 1/3.

In pursuance of ~~the~~ an order made in this cause at November Term 1842, I sold to John Cassil at public ~~sale~~ auction on the first day of June 1844 between the hours of 10 o'clock A.M. and 4 o'clock P.M. the real estate in said petition described, subject to the dower estate of the said Clarissa Moodie as herein before stipped for the sum of $117.83 1/3 having given notice of said time and place of sale, by advertising the same for four weeks successively prior to said day of sale, in the Union Gazette and in the Argus and Union County Advertiser, successor of the Union Gazette a newspaper printed in the County of Union.

James N. Wilkinson ~~Successor of John Cassil~~ Guardian of Mary Moodie

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 entry is truly taken and copied from the Journal
of said Court.

Friday. Nov. 11 1842.

John Cassil Guardian
of Mary Moodie
vs
Clarissa Moodie et als

On Motion to the Court by Wm C Lawrence
Counsel for the petitioner and upon producing
the appraisement heretofore made upon an
order of this Court it is ordered that the
said Guardian proceed according to Law to sell the said
real estate in the said petition described upon the following
terms, to wit; one third cash in hand and one third in one
year from the day of sale and one third and the ballance
in two years from sale with the deferd payments secured
according to Law, and it is further that he make return
of his proceedings to the next term of this Court,
And afterwards, to wit; on the 22nd day of April. AD 1843
Continued under former order
And afterwards, to wit; on the 5th day of July AD 1843
Continued under a former order
And afterwards, to wit; on the 18th day of October AD 1843
Continued under former order
And afterwards, to wit; on the 16th day of April AD 1844
Continued under former Order

In testimony whereof I have hereunto subscribed
my name and affixed the seal of said
Court this 20th day of April AD 1844.

John Cassil Clerk

J M Wilkinson guardian
of Mary Moodie
vs
George Moodie et als

Proof of pub

Filed Oct 7th 1844
John Cassil Clerk

GUARDIAN'S SALE.

Pursuant to an order of the Court of Common Pleas of the County of Union and State of Ohio, made at their November Term, A. D, 1842 and directed to the Guardian of Mary Moodie; I will offer forsale, at public outcry, at the door of the Court House in Marysville, in said County of Union on Saturday the 1st day of June A. D. 1844 between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described premises as the property of Mary Moodie, an Idiot, to wit: part of survey No. 7734, known and designated upon the records of said County of Union in the Recorder's Office, as Lot No. 1, (one) on the subdivision of the lands of Roger Moodie, deceased, among his several heirs and legal representatives, in Book No. 8 (eight,) pages 325 and 326, said land is part encumbered by the assignment of Dower to Clarissa, relict of said Rogre Moodie.

TERMS OF SALE—One third cash in hand, one third in one year from sale; and the remaining third in two years from sale; the defered payments to be secured according to law.

JAMES M. WILKINSON,
Guardian of said Mary Moodie.

April 20, 1844—no. 12 4t.

P. B. Cole being duly sworn deposes and says that the notice here to attached was published in the Union Gazette, and the Argus and Union County advertiser, (its successor), newspapers published and in general circulation in the County of Union for thirty days previous to the sale of the land described in said notice

P. B. Cole publisher
of the Argus

and subscribed
This 2 day of October A D 1844
John Cassil Clerk

GUARDIAN'S SALE.

Pursuant to an order of the Court of Common Pleas of the County of Union and State of Ohio, made at their November Term, A. D, 1842 and directed to the Guardian of Mary Moodie; I will offer forsale, at public outcry, at the door of the Court House in Marysville, in said County of Union on Saturday the 1st day of June A. D. 1844 between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described premises as the property of Mary Moodie, an Idiot, to wit: part of survey No. 7734, known and designated upon the records of said County of Union in the Recorder's Office, as Lot No. 1, (one) on the subdivision of the lands of Roger Moodie, deceased, among his several heirs and legal representatives, in Book No. 8 (eight,) pages 325 and 326, said land is part encumbered by the assignment of Dower to Clarissa, relict of said Rogre Moodie.

TERMS OF SALE—One third cash in hand, one third in [illegible]

P. B. Cole being duly sworn deposes and says that the notice here to attached was published in the Union Gazette, and the Argus and Union County advertiser, (its successor), newspapers published and in general circulation in the County of Union for thirty days previous to the sale of the land described in said notice

P. B. Cole publisher of the Argus

Sworn to and subscribed this 1st day of October A D 1844

John Cassil Clerk

No. 41-CH-22

Union Common Pleas Court.

Jacob T Crapsey Plaintiff,

AGAINST

David Duncan's heirs Defendant.

AUG TERM. 1847

Judgment VS Plaintiff

Journal 4 Page 37

Record No. No Record Page

Ex. Doc. Page

Jacob T. Crawley
vs
The Heirs of David Duncan dec'd.

Bill in Chancery.
Filed Nov. 13. 1841
Jas. H. Gill clerk

Cost Bill made
No Record

M B & J A Corwin Sols

To the Honorable Judges of the Court of Common Pleas in and for the county of Union and state of Ohio in Chancery sitting.

Your Orator Jacob T Crapsey of the City of Cincinnati in the state aforesaid respectfully represents that David Duncan being the assignee of a military warrant authorizing lands to be entered in the Virginia Military District northwest of the Ohio between the Little Miami and Scioto rivers and being also the owner in equity of an unavailable moiety of said warrant ~~and the owner in equity of an undivided moiety of said warrant~~ about the sixteenth day of September in the year seventeen hundred and ninety-nine caused survey three thousand four hundred and forty-three of one thousand acres to be made on part of a military warrant number Two hundred and fourteen on the waters of Bakes creek a branch of the Scioto And the said David Duncan on or about the same day also caused survey number three thousand four hundred and forty-four of one thousand acres to be made on part of the military warrant aforesaid on the waters of Mill Creek a branch of the Scioto both of which surveys are in the county of Union and State aforesaid And further that the said David Duncan on or about the fourteenth day of September in the year last aforesaid caused survey number four hundred and seventy-nine of one thousand acres to be made on part of the warrant aforesaid on the waters of Darby Creek which last mentioned survey is in the county of Logan And for greater certainty your Orator craves leave to refer to said warrant and prays that a copy thereof marked "A" may be taken as here produced as a part of this bill.

These three surveys your Orator is informed were located by one Lucas Sullivant as surveyor and that said Lucas Sullivant was entitled to one third of said land for locating the same and that in consideration thereof one third of the same has been adjudged and set off to William S Sullivant, Michael L Sullivant and Joseph Sullivant heirs as is said of Lucas Sullivant dec'd – they the said heirs of Lucas Sullivant having caused patents to be issued for the said surveys to the heirs and legal representatives of

David Duncan deceased to which patents for greater certainty your orator craves leave to refer and prays that the same may be taken as a part of this bill. And the said heirs of Lucas Dallirant or those claiming under them, as your orator is also informed are now in the possession of the third part of said surveys, the same having as your orator is also informed been set off to them by decree of the court of Common Pleas in the county of Union and State aforesaid and to a copy of so much of said proceedings and decree as will show the boundaries of the part of said surveys set off to the said heirs of the said Lucas Dallirant your orator craves leave to refer and prays that the same marked "B" may be taken as a part of this bill.

And your orator further represents that the said David Duncan on or about the sixteenth day of July in the year eighteen hundred and one caused survey number four thousand and forty-four to be made on part of a military warrant number three thousand one hundred and thirty-eight on the waters in the county of Tyre and State aforesaid. And your orator further represents that no patent has yet been issued for said last mentioned survey and that the same is still in the name of said David Duncan. And for greater certainty your orator craves leave to refer to said surveys and prays that copies of the same marked "C" may be taken as a part of this bill. And that one half of the with which said several warrants were purchased belonged to John Davis a partner of said David Duncan.

And your orator further represents that the said David Duncan, being indebted in the sum of about five thousand five hundred dollars to John Davis on a balance of the partnership account between him & said Davis and being other debts the lands aforesaid together with the interest of the said David Duncan in all other lands in the Virginia Military district with the consent and by the direction of said David Duncan the purchasers aforesaid was sold and John Davis became the purchaser at Washington Wilson County Kentucky, on or about the day of in the year

And soon afterwards

to wit on the day of in the year
eighteen hundred or about that time
title papers were executed in due form of law conveying
to the said John Davis all the interest of the said David
Duncan in all the lands so sold as aforesaid which
title papers are not in the possession of your Orator
but are as your Orator is informed and believes lost;
but if the same should be found on or before the
hearing of this cause your Orator prays that the same
may be taken as a part of this bill. And your Ora-
tor further represents that the said David Duncan after
the sale of the lands aforesaid to the said John Davis, wholly
abandoned said land and never afterwards exercised or at-
tempted to exercise any act of ownership over the
same. And further that after the said John Da-
vis had made the purchase aforesaid the said David
Duncan resided for many years in the county of
Adams and State of Ohio aforesaid and there on the
day of in the year eighteen
hundred and or about that time de-
parted this life insolvent. And further that the heirs
of the said David Duncan have not nor have any of
them since his death so far as your Orator is informed
exercised or attempted to exercise any act of ownership
over the ~~said~~ land sold to the said John Davis as
aforesaid nor have they or any of them so far as
your Orator is informed set up any claim thereto
your Orator expressly charges that if they or any
of them have set up any claim to any of the
land in this bill mentioned the same is un-
founded unjust and contrary to equity and good
conscience and further that since the loss of said
title papers the said heirs of David Duncan died
have neglected and refused to ~~refused~~ make any
other deed of conveyance to the said John Davis or
your Orator but as to most of said heirs your Ora-
tor has had no opportunity to know whether they

admit or deny the claims of your Orator he being unacquainted with their precise place of residence and it having been impossible for him to have any communication with them.

And your Orator further represents that after the purchase aforesaid by the said John Davis his mind became unsettled in consequence of domestic calamities or what he deemed such and he followed his family to a society of Shakers where they had gone in his absence and where he remained for a long course of years without that mental energy necessary to enable him fully to understand his affairs and enforce his rights But his mind having became fully restored, he caused his claims to be investigated and on the seventeenth day of August in the year eighteen hundred and thirty-eight at Dayton in the State aforesaid conveyed to your Orator by deed duly executed for a good full and valuable consideration the surveys aforesaid and also all other tracts of land which the said John Davis had or in which he was interested in the Virginia Military district North West of the Ohio River and between the Scioto and Little Miami Rivers to which deed for greater certainty your Orator leave to refer and prays that a copy of the same marked "D" may be taken as a part of this bill. Your Orator further represents that after receiving the deed aforesaid he entered upon said several tracts of land has held peaceable possession of the same as against the heirs of said David Duncan is paying the taxes and making large valuable and lasting improvements thereon

And your Orator further represents that the witnesses to prove the said indebtedness of the said David Duncan to the said John Davis the sale aforesaid of said land the purchase by said

John Davis — and the conveyance to said Davis in pursuance of said purchase — are old; and that unless the testimony of said witnesses be perpetuated in a reasonable time your Orator will be in danger of losing their evidence and further that your Orator not being aware of the exact residence of any of the heirs of said David Duncan, is unable to give them notice of the time and place of taking depositions and your Orator prays that the testimony of said witnesses may be perpetuated according to the statute in such case made and provided.

And your Orator further represents that the heirs & legal representatives of said David Duncan are David Duncan Margaret Hobey Samuel B Finley David C Finley, Elizabeth Ann Davis Hannah Sarah Finley, David W Leake & Moriah Jane his wife Lulday Belts, John F Belt Margaret Belt Joseph Belt William Belt Benjamin Bracket & Jane his wife Edmund Dunlap & Matilda his wife Abram Clark Butler Chelsey & Margaret his wife Solomon Beam and Hannah his wife George Campbell & Mary his wife David Duncan Samuel Duncan and Mary Duncan, William Smith & others whose names are unknown none of whom are residents of the state of Ohio

Your Orator therefore prays process against the said heirs & legal representatives of the said David Duncan; that an order of publication may be granted against them; that they may be made parties hereto; that they may on their oaths answer all and singular the premises; and that they may be compelled by decree of this Court to release and convey to your Orator all their interest in the land in this bill mentioned and all their right title and claim of title to the same; that said conveyance to said Davis may be recognised & established; and that your Orator may have such other and further relief in the premises as the nature of the case may require.

M B & J A Corwin
Solicitors for Complt

Copy
ex Affidavit
D Duncombers
Filed Aug. 30. 1842
Jas. W. Gill Clk

The State of Ohio
Union County } ss

Personally appeared in open Court Alonzo Lawrence one of the attorneys of Jacob Brady Complainant & made oath that he is informed & believes that David Duncan & other heirs of David Dewellen deceased who are made defendants to a Bill in Chancery now pending in Union County are not residents of the state of Ohio –

Alonzo Lawrence

Sworn to & subscribed in open Court 30th Aug 1842

Jas H Gill Clk

No. 42-CH-1

Union Common Pleas Court.

John Fry
Plaintiff,

AGAINST

Daniel Dusky
Defendant.

July 1843,
Decree for pltf,

Journal 3 Page 147

Record No. 4 Page 166

Ex. Doc. Page

John Fry } Bill
vs. } in
Daniel Dusky } Chancery

Filed March 31. 1842
Jas. F. Gillespie

for mortgage

for decree

last bill made

Recorded

111

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

John Fry, of the County of Meigs, & State of Ohio, represents that Daniel Dusky of the State of Virginia, (and whom your Orator prays may be made defendant to this bill,) being or pretending to be seized in fee simple of a certain tract of Land situate in the County of Union, and State of Ohio and described as follows: viz: Two Hundred and thirty six acres of land, being a part of a tract of four hundred and six acres heretofore sold by your Orator to said Daniel Dusky, being a part of original Virginia Military Survey No. 3239 in the name of Barley & Merryman; said tract of four hundred and six acres being bounded west by land of David Davis; north by land of Daniel Dusky ~~[illegible]~~ East by Barley & Merryman's original Surdey no. 3238; and South by Burgess Ball's original Survey No. 6680. — And the said Daniel Dusky being in want of Three Hundred and Ninety four Dollars & forty six cents, he did in or about the month of January A. D. 1838 apply to your Orator to lend him the said sum of Three Hundred and Ninety four dollars and forty six cents, to be secured by a mortgage upon the said premises; that your Orator did loan to the said Daniel Dusky the said sum of Three Hundred and Ninety four dollars and forty six cents, and thereupon the said Daniel Dusky to secure the repayment of the same with lawful interest, by his deed duly executed and dated on or about the 7th day of January 1838, conveyed the same premises to your Orator in fee simple under the following description, viz: "Two Hundred and thirty six acres, being a part of a tract of land containing four Hundred and six acres, situated in the County of Union, in the State of Ohio, & for a more particular description of said tract of land reference is hereby made and had to the deed of said tract, which deed was made by John Fry & his wife Rebe to Daniel Dusky ~~But said Conveyance so made as aforesaid to your Orator,~~ by said Daniel Dusky, was subject nevertheless to a condition of defeazance on the payment of the said sum of Three Hundred and Ninety four Dollars and forty six cents, with lawful interest, on the 17th day of January 1839, as in and by said deed of Mortgage, a copy of which is herewith filed & made part of this bill, will more fully appear.

Your Orator further represents that neither the said sum of Three Hundred and Ninety four Dollars and forty six cents, nor any part thereof was paid to your Orator at the time limited in that behalf: whereby the legal estate in said premises became vested in your Orator, redeemable nevertheless in equity on the payment of the principal and interest due and to become due thereon: That the said sum of Three Hundred and Ninety four Dollars and forty six cents principal, and a large arrear of interest thereon being due he applied to the said Daniel Dusky and requested him to pay the same to your Orator, which he has hitherto wholly neglected & refused to do: — That the said Daniel Dusky is not a resident of the State of Ohio.

Your petitioner therefore prays that the writ of subpoena may issue against the said Daniel Dusky; that notice may be given in such manner as the Court may deem proper; 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 & 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 such other and further relief in the premises as equity and good conscience may require.

Otway Curry
Sol. for Compt.

John Fry
vs.
Daniel Dustey

Copy of Mortgage
Filed March 31. 1842
Jas F. Gill Clk

Recorded

(Copy:)

This indenture made this 7th day of January One thousand eight hundred and thirty eight, between Daniel Dusky of the County of Meigs & in the State of Ohio of the one part, and John Foy of the County of Mason and State of Virginia of the other part, witnesseth that the said Daniel Dusky, for and in consideration of the sum of Three Hundred and Ninety four Dollars and forty six cents, to him paid by the said John Foy, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain ~~and~~ sell, alien, & convey, & confirm unto the said John Foy and to his heirs and assigns forever two hundred and thirty six acres, being a part of a tract of Land containing four hundred and six acres, situated in the County of Union in the State of Ohio & for a more particular description of said tract of land reference is hereby made and had to the deed of said tract, which deed was made by John Foy & his Wife Rhebe to Daniel Dusky, To Have and to hold the said part of the said tract containing Two Hundred and Thirty six acres aforesaid, with all the privileges and appurtenances thereunto belonging or in anywise appertaining, unto him the said John Foy, and his heirs and assigns forever:

Provided always, and these presents are upon this express condition that if the said Daniel Dusky his heirs, executors, or administrators shall pay or cause to be paid to the said John Foy his certain attorney or attorneys, heirs, executors, administrators or assigns the sum of Three hundred and Ninety four Dollars and forty six cents, on or before the seventeenth day of January eighteen hundred and thirty nine, together with the interest thereon that may accrue, in manner specified in a certain note or obligation bearing date herewith, Executed by the said Daniel Dusky to the said John Foy, that then, and from thenceforth these presents and every thing herein contained shall cease & be void, anything herein contained to the contrary notwithstanding. In witness whereof I have hereunto set my hand and seal the day and date first above written.

Signed sealed & delivered
in presence of

P. Lallance
P. M. Petrel

(Signed) Daniel Dusky (Seal)

Fry Geo
v } proof. pubo
D. Dusky
Filed Aug 30. 1842
Las H Gill Clerk

John Fry
vs.
Daniel Dusky

Union Common Pleas:
In Chancery:

Notice by publication, and proof thereof:

John Fry
vs.
Daniel Dusky
} In Chancery.

NOTICE is hereby given to the said Daniel Dusky, that on the 31st day of March, A. D. 1842, the said John Fry filed his bill in Chancery in the Court of Common Pleas of the County of Union and State of Ohio, against the said Daniel Dusky, praying that certain land mortgaged by said Dusky to said Fry, on the 7th day of January, 1838, to secure the payment of a certain sum of money therein specified, may be subjected to the payment of the same—and the said Dusky is further notified that unless the said Dusky, within sixty days after the August term of said court, 1842, appear and plead, answer or demur to said bill, the said Fry, at the next term thereafter, will apply to said Court for a decree against him, according to the statute in such case made and provided.

OTWAY CURRY,
May 11, 1842. Atty. for Petitioner.

I, John Capsil, publisher, of the Union Gazette, a newspaper in General Circulation in the County of Union Ohio, being duly sworn, depose and say that the notice hereto attached, in the Case of John Fry vs. Daniel Dusky, was published six weeks, consecutively, from and after the 11th day of May 1842, in said Union Gazette.

Printers Fee $3,50 John Capsil

Sworn to and subscribed before me William H. Frank a Justice of the peace of Paris Township, Union County Ohio, this 29th day of August 1842.

Probate $-25 Wm H. Frank J.P.

Rec'd this order Nov 15th 1842, appraised 236. acres of land known No. 32.39.) by the oaths of Smith Brown, Chas. Miller & Peter Sills at three dollars per acre, offered the same by Public Outcry at the door of the Court House, having advertised the same previously, agreeable to the statute in such cases made and provided, and at such expose I struck off the same to John M. Leigrist, for two dollars per acre, he being the highest and best bidder and that amount being the two thirds of the appraisement, January, 28. 1843.

Wm W. Clock Special Master
Commission in Chancery

Union Comm. Pleas.

John Fry
vs.
Dan'l. Dusky.

Order of Apr. & Sale.

Sale to be January 28. 1842

Fee —	Serv	.35
	Mile	.50
	Inquest	1.00
	Appraisement	15
	Comm	9.04
	Advty —	
	Appearance	1.50
		13.54

Filed Jan 28th 1843
John Caple
Clerk

John Fry
vs.
Daniel Dusky.

This cause came on to be heard upon the bill and exhibits, and was argued by counsel, on consideration whereof, it is ordered, that William W. Steele, hereby appointed Special Master Commissioner, proceed to cause the lands and tenements following, to be appraised, advertised and sold at public auction, as upon executions at law, to wit: 236 acres of land, being a part of a tract of 406 acres, heretofore sold by John Fry to Daniel Dusky, being a part of original Virginia Military Survey No. 3239, in the name of Baxley & Merryman - said tract of 406 acres being bounded west by land of Daniel Davis; North by land of Daniel Dusky; East by Baxley & Merryman's original Survey No. 3238; and South by Burgess Ball's original Survey No. 6680 — and that the money arising from such sale he bring into Court at the next term;

Witness John Cassil, Clerk of the Court of Common Pleas for Union County, this 15th day of November, A.D. 1842.

John Cassil, Clerk.

~~I have Executed this Order, by advertising the land to be sold on the 28th day of Jan~~ Error

Minor Comn Pleas

John Fry

vs assessment

Daniel Dustry

Filed Jan 28th 1842

John Cassia

Clk

The undersigned being called upon by W. W. Steele ~~Sheriff~~ Special Master Commissioner (appointed in this case by the Court) ~~of Harrison County Ohio~~ to appraise 236 acres of land being a part of a tract of 406 acres heretofore sold by John Fry to Daniel Dustry, being a part of Original Virginia Military Survey No 3239. After being duly sworn upon actual view we do appraise said 236 acres of land at Three — dollars & — — — — cents per acre, Given under our hands and seals this 20th day of January A.D. 1843.

Smith Brown (Seal)
Charles Miller (Seals)
Peter Little (Seal)

Personally appeared before me on the 16th day of Jany. 1843 Smith Brown and Charles Miller — Whereupon Smith Brown made affirmation & Charles Miller made Oath and On the 19th day of January A.D. 1843. Peter Little made Oath, That they would impartially appraise said lands as described according to law and the best of their abilities

Given under my hand this 19th day January A.D. 1843

W. W. Steele Special Master Commissioner in Chancery — —

John Fry
vs.
Danl. Dusley

Proof of publication

MASTER COMMISSIONER'S SALE.

By virtue of an order to me directed, from the Court of Common Pleas, Union county Ohio, I will offer for sale at the door of the court house in Marysville, on the 28th day of January A D 1843, between the hours of 10 o'clock A M, and 4 o'clock P M, 236 acres of land, more or less, part of survey no. 3239, being a part of a tract of 406 acres, heretofore sold by John Fry to Daniel Dusky, being a part of said survey no 3239, in the name of Baxley & Merryman. Said tract of 406 acres is bounded west by land of Daniel Davis, north by land of Daniel Dusky, east by Baxley & Merryman, survey no 3238, and South by Burgess Ball's Original survey no 6680.

Terms, Cash in hand.

W. W. STEELE,
Special Master Commissioner in chancery

Dec. 26th 1842 n33—5t

State of Ohio, Union County Ss.
I, John Capsil, being duly sworn, deposes and says that the annexed advertisement for the sale of the Real Estate therein specified, was published for more than thirty days, preceding the day of sale of said Real Estate, in the Union Gazette, a newspaper published and in general Circulation in the County of Union.

Sworn to and subscribed in open Court this 22nd day of April A. D. 1843. John Capsil Clk

Silas G Strong
Associate Judge

Chancery Case File

Case No. 1842-CH-0002

No. 42-CH-2

Union Common Pleas Court.

James Guy, et al
Plaintiff,

AGAINST

David Chapman
Defendant.

MAY TERM, 1845

Dismissed,

Journal Page 293

Record No. No Record Page

Ex. Doc. Page

James Guy. Dr Bigelow
Jeremy Beach et al

vs

David Chapman

Bill in Chancery
Filed April 14. 1842
Sal. H. Gill Clerk

Cost bill man

Hallett Complts

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

Your Petitioners James Guy, Daniel K. Bigelow, Lorenzo Brach & E. L. Smith & Nahum King represent that David Chapman of said county (whom your petitioners pray may be made defendant to this Bill) being or pretending to be seized in fee simple of a certain tract of land situate in said County of Union and described as follows (to wit) beginning at a large Sassafras & two hickories on the lower side of Darby Creek - South corner on the creek to Lucas Sullivants Survey No. 3162 thence with the lower line of said Survey S. 32°. W. one hundred poles to a stake lower back corner to said Survey. thence with the back line of said Survey N. 68 W. 259. poles to a stake in said line - Thence N. 32 E. 336. (or 346) poles to a Honey locust on the bank of the creek. Thence down the creek with the meanders thereof to the beginning containing 330 acres more or less being part of Survey No. 3162. in the name of Lucas Sullivant

And the said David Chapman on or about the 14th day of July 1841. being in want of the sum of three thousand dollars. did apply to your petitioners to become his security as indorsers to a Note of hand for the sum of three thousand dollars to be discounted at the office of the Insurance Co. in the city of Columbus made payable at the city of N.Y. four months after the date thereof

That your petitioners did then and there sign said promissory note as security for the said David Chapman and the same was discounted as

aforesaid and your petitioners thereby became liable to pay the same when the same became due

Your petitioners further represent that on the 19th day of July 1841 aforesaid the said Chapman to secure your petitioners against the payment of said note so signed as security as aforesaid by your petitioners did convey the above de-scribed premises to your petitioners in fee simple but subject nevertheless to a condition of defea-sance "on the payment of said note so that your petitioners should not have to pay the same" as in and by said Deed of Mortgage (a copy of which is herewith filed and made part of this bill) will fully appear.

Your petitioners further say that said Note longsince became due and the said Chapman although often requested has not paid said note or any part thereof but wholly neglects & refuses so to do & suit has been instituted against your petitioners & Judgt obtained & the same satisfied by levy upon a sufficient quantity of your petitioners ~~property~~ personal property to satisfy the same. whereby the legal estate in said premises became vested in your petitioners redeemable nevertheless in Equity on full payment of the amount of said note with the interest & costs made thereon by protest ~~upon~~ Exchange percentage & costs of said suit against said Chapman & your petitioners

That the sum of three thousand dollars principal and a large amount of interest, Exchange percentage & costs being due as aforesaid

your petitioners applied to said Chapman to pay the but has not done so. ~~or~~ ~~part~~ or any part thereof

Your petitioners therefore pray that a writ of Subpoena may issue to the said David Chapman that he may be compelled to answer all & singular the matters and things contained in this bill. That an account may be taken of the amount of said Judgment together with the interests & costs thereon as aforesaid so satisfied by your petitioners. That said Mortgaged premises may be sold and the proceeds thereof applied to the payment of your petitioners aforesaid demand against him so paid as aforesaid and that your petitioners may have such other and further relief as Equity and good Conscience may require.

A Hall Sol
for Complts.

James Guy. Daniel K Bigelow
Lorenzo Beach E. C. Smith
& Abram King
vs
David Chapman

In Union Common Pleas to April Term 1842
In Chancery.

The Clerk will issue Subpoena returnable next Term

To J A Gilchrist

A. Hall Sol
for Complts

Union Com. Pleas

Jad. Guy & others

v Subpoena

David Chapman

Served by Certified Copy
April 20th 1842

W N Stub Shff

Serv 35
Mile 55
Copy 10
1.00

Filed Apl 19. 1842
Jad. H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF *said* COUNTY, GREETING:

We command you that you summon *David Chapman*

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, *on the Twenty sixth day of April 1842 (Tuesday)*

to answer the matters and charges contained in a *Bill*

in Chancery exhibited against *him* by

James Guy Daniel N. Bigelow Lorenzo Beach E. C. Smith & Nahum King 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 *14th* day of *April* A. D. 1842.

James H. Gill Clerk

41
7
287

6 Docket
8 Appearance
4 filing Subpe
6 Do Bill
25 Subpoena
6 entry of summons
4 filing Bill
4 Do Mortgage
90-9 continuance
20 Withdrawal ~~[illegible]~~
47.- Cost & sat
100 Copy of Paper
$3,20 1/2

1106
1106
1306
61 2

Clerk 3 files	.14	Sheriff		
Doc	06	Sub	1.00	
Sub	25	Calling Cas	1.28	8 times
Cont. 10t.	1.00	Steele	$2.28	
Satisfac	.12½	Rob	16	next Term
Cost bill	.35		2.44	
	$1.92	Clerk	1.92	

Sheriff Fees

Total $4.36

D. Chapman
To Mortgage July 19th 1841
Jas. Guy & others

Filed & recorded Feb. 3d 1842 in vol. 8 page 590-91 at 12 o'clock M.
G. B. Smith
Rec.

Filed April 14. 1842
Jas. H. Gill Clk

Fees 62½

349
90
25 9/10

KNOW ALL MEN BY THESE PRESENTS,

THAT ~~WE~~, I David Chapman ~~wife of said~~ of the county of Union & State of Ohio, in consideration of the sum of three thousand dollars in hand paid by James Guy Daniel Z. Bigelow & Lorenzo Beach of the County of Madison E.C. Smith of the County of Union and Nahum King County of ~~Franklin~~ ~~of~~ all of the State of Ohio have bargained and sold, and do hereby grant, bargain, sell and convey unto the said James Guy & others their ~~his~~ heirs and assigns, forever, the following premises, situate in the county of Union and in the State of Ohio and bounded and described as follows: to wit Beginning at a large Sassafras and two Hickories on the Lower Side of Darbys creek, Lower corner on the creek to Lucas Sullivants Survey No 3162 thence with the Lower line of said Survey S 32° W 100 poles to a Stake lower back corner to said Survey thence with the back line of said Survey N 68 W 259 poles to a Stake in said line; thence N 32 E 336 poles to a Honey Locust on the bank of the creek thence down the creek with the meanders there of to the beginning containing three hundred & thirty acres be the same more or less being a part of the said Survey No 3162 in the name of Lucas Sullivant

To have and to hold said premises, with the appurtenances unto the said James Guy and others their heirs and assigns, forever. And the said David Chapman himself ~~his wife for themselves~~ and heirs do hereby covenant with said James Guy and others their heirs and assigns, that they are lawfully seized of the premises aforesaid; that the premises are free and clear from all encumbrances whatsoever; and that they will forever warrant and defend the same with the appurtenances, unto the said James Guy & others their heirs and assigns, against the lawful claims of all persons whatsoever,

~~In testimony whereof, the said David I~~ ~~have hereunto set~~ ~~hands and seals, this~~ ~~day of~~

~~in the year of our Lord one thousand eight hundred and~~

The condition of the above is such that whereas the said James Guy Daniel Z. Bigelow [SEAL.] Lorenzo Beach, E.C. Smith and Nahum King [SEAL.] have signed a note as security for the said David Chapman for the sum of three thousand dollars dated the 14th day of July 1841 discounted at the Insurance Company office in Columbus and payable in the City of New York four months after date, Now if the said David Chapman shall pay the said note so that the said James Guy and others do not have it to pay, then the above indenture shall be void & of none effect otherwise to be in full force & virtue in Law

~~EXECUTED IN PRESENCE OF~~

In Testimony whereof the said David Chapman has hereunto set his hand and seal this 19th day of July A.D. one thousand eight hundred & forty one David Chapman [Seal]

Executed in presence of
Thomas M Ewing
Nancy G Ewing

State of Ohio, Union County, ss.

Before me, Thomas M Ewing a Justice of the peace in and for said county, personally appeared the above named David Chapman ~~his wife~~, and acknowledged the signing and sealing of the above conveyance to be his voluntary act and deed; ~~and the said being at the same time examined by me separate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal and acknowledge the same, and that she is still satisfied therewith; this~~ nineteenth day of July A. D. 1841

Thomas M. Ewing J.P. [SEAL.]

Chancery Case File

Case No. 1842-CH-0004

No. 42-CH-4

Union Common Pleas Court

John Weaver Plaintiff,

against

Magdalena Burns et al Defendant.

OCT TERM. 1843

Decree for Plaintiff

Journal 3 Page 179

Record No. 4 Page 286

Ex. Doc. Page

John Weaver
vs
Magdalena Brown
et als
Bill in
Chancery

Filed Apl. 23. 1842
James G. Gill Clerk

Recorded. Vol 4. pp 236

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

John Weaver a resident of of said County respectfully represents that some few years since one John Burns late of this County but now dec.d and your Petitioner purchased jointly seven hundred and 15 acres of land lying in said County and took a deed for the same that your Petitioner paid for and entered into possession of two hundred and sixty acres there and the said Burns the residue thereof That your Petitioner was to have his land laid off on the north side of said 715 acres a full description of which 715 acres is as follows to wit Beginning at a maple sugar beech North west corner to lands held by John B Bishop of the same survey thence with with the original line N. 9° 45' W 242 poles to a white oak 3 sugars original North West corner to said survey No. 2256 thence with the North line N 78° 20' E 478 poles to 2 ashes & the North East corner to said survey thence with the East line S 12° 15' E 232 poles to 2 Ironwoods & sugartree thence with Norris & Bishops line S 77° 15' W 488½ poles to the beginning Your Petitioner further shows that in the life time of John Burns it was agreed between him and your Petitioner that a division line should be run setting off to your petitioner his share on the north beginning at the two sugartrees in the west line of said survey 56¾ poles South of the north west corner of said survey thence N 78° 20' E 185 poles to a stake thence S 9° 45' E 60 poles to 2 sugartrees thence N 78° 20' E 293¾ poles to the East line of said survey and deed drawn but not executed accordingly but on survey it was

found that by running from the 2 sugar trees
185¾ poles to a stake that the running south
far enough to include with parallel lines 260 acres
that it would interfere with the improvements
of the said John Burns and that it was consequently
agreed that the line from the two sugar trees should
be run only 131¾ poles thence south 9° 45' E so far as
to include in a line to the east line of said survey
parallel with the North line thereof. That your
petitioner often thereafter requested said Burns to
release and offered to release each to the other but
he was not ready or never did and died leaving
Magdalena his widow, Eliza Burns and Mary
Snyder formerly Mary Burns wife of Philip Snyder
and Lydia Weaver formerly Burns and wife of
your petitioner of age and Lewis aged 20 years
Adam 18. Emmanuel 15 Catherine 14 Alexander
11. Philip 8 & Maria 6. minors and all of
the County of Union his Heirs and legal Representa-
tives at Law all of whom except Lydia your Petitioner prays to be
made defendants to this his bill And your Peti-
tioner further shows that he has requested and offered
to release mutually but they neglect and refuse
Your Petitioner further with his said Lydia requests
and prays that on final hearing of this case
your Honors would order and decree to your Peti-
tioner so much of said land as is his to him ~~xxx~~
in severalty and that you would further order
partition of the part of said land which belongs to
the widow & Heirs of said Burns in such manner as
to enable your Petitioner an Lydia to possess the
one tenth part of the same in severally contiguous
to the above described 260 acres Subject to the

Dower of the Sais Magdalena and that on
final hearing you would grant your
petitioner such other and further relief in
the premises as equity and good conscience
may require and as in duty bound he
will ever pray &c

By Wm Calvert
this 10 1

Union Com. Pleas

John Weaver

vs Jesse ch

Magdalena Demsclutz

Served by Certified Copies
on all the within named
Defendants Apl 25 1862
W W Slut Shff

Filed April 26. 1862
Jas. F. Gill Clerk

Serv — 1.37½
Mile — 5
Copies 1.10
$2.52

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Magdalena Borns Eliza Borns Mary Snider Phillip Snider Lewis Borns Adam Borns Emmanuel Borns Catherine Borns Alex. Borns Phillip Borns Maria Borns

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, on the 26th Inst

to answer the matters and charges contained in a Bill in Chancery exhibited against them by John Weaver 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 23rd day of April A. D. 1842

James H. Gill Clerk

Philip Snider et al

vs

John Weaver et al

Filed June 11. 1842
Jas H. Gillespie Clk

Recorded

The Joint answer of the undersigned Heirs of John Borns decd Defendants to the Bill of Complaint of John Weaver and Lydia his wife against themselves and others

These Defts now come and answer saying that they cannot deny any of the alligations in the said Bill of Complaint of Complainant contained but admit the same to be true and are willing and request the Court to grant the prayer of said Petition and they further request that partition in the said premises be made in such manner as to assign to each of us in severalty our several shares as charged in said bill and as in duty bound we will ever pray &c

Philip Snyder
Lewis Borns
Elizabeth Borns
Magdalena Borns
Mary Borns

Lewis that we have plenty of first rate girls in Pennsylvania [illegible] almost [illegible] the Ohio girls but they seem to be rather opposed to top, and ty, and come out fairest for the Loco land

I have nothing more particular to write at present but give my love to all enquiring friends

Yours truly Adam Borras

Filed July 8 1843
John Capic Clerk

The question you ast me concerning the division of the land I am heartily agreed to and would have given my consent long ago if I had received your letters, I therefore consent now by saying that I wish the Court to grant a division to John Weaver and also to have my fathers real estate divided among all heirs and also to lay of my part which I am entitled to

Adam Borns

Witness Philip E Weaver

Filed July 7th 1843
John Cassin
Clerk

Adam Bouns Emmanuel Bouns
Catharine Bouns Alexander Bouns
Philip Bouns Maria Bouns
Infants by their Guardian
ad litem A. Hall
McChancery

vs

John Weave

McChancery

And the said defts now come and for answer to said bill say that they have no knowledge of the facts in the said petition charged but have no doubt that they are substantially true and charge and submit this case to the court and pray to be dismissed with their costs

A. Hall
Guardian Ad litem for
Infants

Union Com Pleas

John Weaver
vs
Mag. Bowers
McChaney

Proof of Publica

Filed April 15th, 1843
John Capel Clerk

John Weaver vs Magdalene Bourns widow of John Bourns late of Union County, Adam Bourns, Eliza Bourns, Mary and Philip Snyder, Lewis Bourns & others Heirs and Legal Representatives of said Dec'd	In Union County Court of Common Pleas in Chancery.

NOTICE is hereby given to the said Adam Bourns and others interested that the said Complainant at the April term of said court filed his bill against the defendants charging among other things that he was entitled to a deed by purchase and payment to the said John Bourns Dec'd for two hundred and sixty acres of land lying in said county, and part of seven hundred and fifteen acres part of survey No. 2256, and that by right of his wife he is entitled to possession of one tenth part of the residue of said land, and concludes with a prayer for specific performance & partition. JOHN WEAVER.

By his Sol. Wm Lawrence.

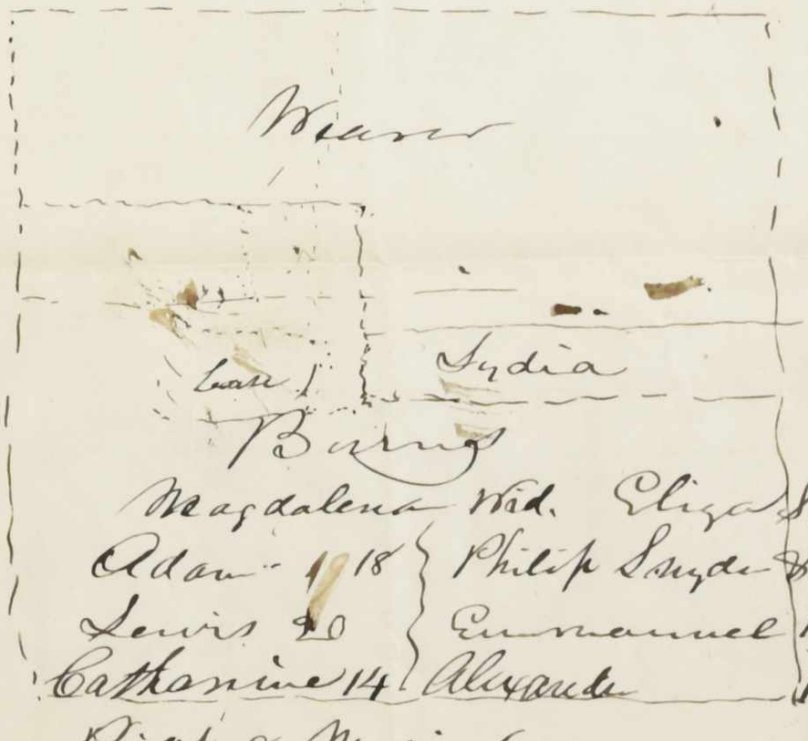
Jan. 3, 1843. 35 6t.

State of Ohio
Union County SS

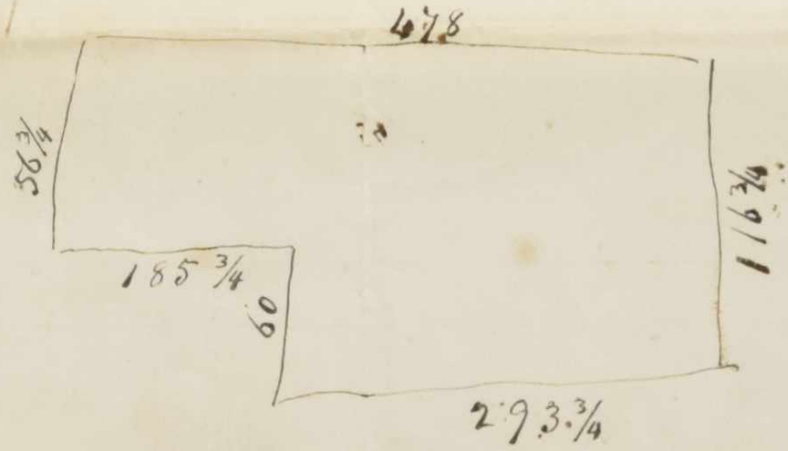
Personally appeard John Cassil publisher of the Union Gazette a weekly newspaper published for the County of Union aforesaid and of the most general circulation therein. Who being duly sworn says that the appended notice has regularly appeard weekly in said paper for more than six consecutive week last past and farther saith not

John Cassil

Sworn to and subscribed before me this 18th day of April A.D. 1843 James Turner J. P.



239¾
54
185¾
2. 93 ¾



John Weaver
vs
M. Burns et al

Filed Oct 19th 1843
Wm Cassidy Clk

Cost bill made

Recorded

John Weaver
vs
Magdalena Bourns
and others

Union Common Pleas July Term 1843
In Chancery for specific performance
and partition

This Case came on to be heard upon the Bill of Complainant and answers of Defendants and was argued by Counsel. and the court being fully advised in the premises do find that the equity of the Case is with the Complainant and they order, adjudge and decree that the Defendant Severally or jointly within Sixty days from the rising of this court execute and deliver to the plaintiff a good and sufficient deed or deeds of release conveying their interest in the following part of the premises described in the Bill the same being and lying North of the following line of Partition. Begining at two sugar trees in the West line of said Survey fifty Six and 3/4 poles South of the North west corner of said Survey thence North 78° 20′ E So far as to include by a line run parallel with the North line of said Survey the number of two hundred and Sixty acres clear of incumbrances by the Defendants done or suffered to be done and that the said John Weaver by like deed of release convey to the Defendants all his interest in the said premises lying South of the said partition line as above described except so far as Compt holds by right of his wife Lydia. And it is further ordered that in default of the Execution of said Deeds aforesaid this decree shall operate as such deeds to enable the Complainant to hold in severalty the said two hundred and Sixty acres so as aforesaid set off to him and the remaining Defendants to hold on the South side in like manner as tenants in Common.

and it is further ordered by the Court that the expenses and costs of this Case be paid by the said Complainant and the Heirs of said John Bourns one third part by Compt and two thirds by the heirs

And it is further Ordered that by the oaths of Levi Phelps John W Cherry and Cyprian Lee one equal third part of said premises lying south of the partition line above established be assigned and set off to the said Magdalena Bourns as her dower estate and that by the like oaths of the aforesaid Commisioners subject to the dower aforesaid partition be made of the said premises belonging to the estate and Heirs of said John Bourns in the following proportion to wit to Lydia Weaver one equal tenth part to Philip Snyder and Mary his wife one tenth part to Lewis Bourns one equal tenth part to Elizabeth Bourns one equal tenth part to Adam Bourns one equal tenth part to Emanuel Bourns to Catharine Bourns to Alexander to Philip and to Maria each one tenth part and it is further order=ed that a writ of Partition issue to the Sheriff of this County Commanding him to cause Dower to be assigned and said partition to be made accord=ingly, and that he report his proceedings herein to the next term of this Court and this case is Continued

The State of Ohio } I hereby certify that the foregoing is truly
Union County, ss. } taken and copied from the Journal of the proceedings of the Court of Common Pleas within and for the said County of Union.

In testimony where of I do hereto subscribe my name and affix the seal of said Court, this 22d day of September A.D. 1843

John Cassil Clerk

I have Executed this writ by the oaths of the Commissioners named, whose report is herewith filed
Oct 19. 1843.

W W Steele Sheriff

Union Com Pleas

John Weaver –
vs } In Partition
Magdalena Bowns
Et al

Serv –	1.00
Mile –	5
	1.05

Union Common Pleas

John Weaver vs Magdalena Burns In partition

In obedience to an order Sheriff to annexed I proceeded to make partition of the estate of John Burns decd in conjunction with Cyrian Lee & John W Cherry. I proceeded to lay off two hundred and sixty acres in said Burns land to John Weaver in the following manner to wit, Beginning at two sugartrees in the west line of said Weavers lands thence with said line N 9. W 56¾ poles to the north west corner of the original tract Being a sugartree & oak thence with the north orig. line of said Tract N 79.30 E 478 poles to an ash & Elm northeast original corner to said Sunny thence with an other of the lines of said Sunny S 11 E 105 poles to a Bur oak thence S 79.30 W 288 poles to a stake in the County Road thence with said road N 23 W about 50 poles to a stake in said Weavers Garden thence S 79.30 W 169 poles to the Beginning & denominated as Lot No. 13 + ~~containing~~ 260 acres

Also laid off the widows Dower in the following Manner, to wit. Beginning at a stake southwest corner to John Weavers Lot No. 13 on the County Road thence S 47 W 23½ poles to an Ironwood & Dogwood thence S 9 E 32 poles to a stake thence S 79.30 W 110 poles & 15 links to two hickories thence N 9 W 90 poles to a Bur oak in Weavers line thence with his line N 79.30 E 112 poles to the Road thence with said Road to the Beginning containing sixty six acres denominated Lot No. 12 als a Sugar Camp Lot Beginning at a Maple & Dogwood southeast corner to Lot No. 2 thence with the line of Lot No. 2 N 9 W 30 poles to a sugartree & Hickory thence N 79.30 E 59 poles & 15 links to a Hickory & water Beech thence S 9 E 30 poles to two hickories in Bishops line thence with his line S 80 W 59 poles & 15 links to the Beginning containing Eleven acres & twenty eight poles denominated as Lot No. 4

Also laid off for Adam Burns Lot No. 3 which is described as follows, to wit, Beginning at a sugartree & Hickory northwest corner to Lot No. 4 in the line of Lot No. 2 thence with the line of the Lot No. 2 passing the corner thereof N 9 W 62 poles to two Hickories south west corner to Lot No. 12 thence with the line of Lot No. 12 N 79.30 E 59 poles & 15 links to two ashes thence S 9 E 62 poles to a Hickory & water beech northeast corner to Lot No. 4 thence with the line of Lot No. 4 S 80 W 59 poles & 15 links to the Beginning containing twenty three acres & 15 poles

Also laid off for Mary Snider Lot No. 6
Beginning at a stake in the County Road in the south original line of said Burns Survey thence with said line S 80 W 62 poles to two hickories & sugartree southeast corner to Lot No. 5 thence with the line of Lot No. 5 N 9 W with the line of said Lot No. 5 passing the corner thereof 122 poles to an Ironwood & Dogwood one of the corners of Lot No. 12 thence with another of the lines of said Lot No. 12 N 47 E 23½ poles to a stake in the County Road & south west corner to Weaves Lot No. 13 thence with the Road to the beginning containing thirty six acres an 13 poles

Also laid off for Lewis Burns Lot No. 8
Beginning at a stake in the County Road thence N 80 E 138 poles to an Oak and ash in the line of Lot No. 10 thence with the line of Lot No. 10 N 9 W 43 poles to a sugartree and ash south east corner to Lot No. 9 thence with the line of Lot No. 9 S 80 W 153 poles to a stake in the County Road thence with said Road S 32 E to the Beginning containing thirty nine acres & 16 poles

Also laid off for Elizabeth Burns Lot No. 10
Beginning at three sugartrees in the south line of said Burns Survey south east corner to Lot No. 7 thence with the line

of said Lot No. 7 passing the corner thereof & the corners of Lots 8 & 9 N 9 W 130 poles to to a hickory elm & sugar tree in the line of ~~of~~ Lot No. 13 thence with the line of lot No. 13 N 79.30 E 62 poles to two ashes & a hickory north west corner to Lot No. 11 thence with the line of Lot No. 11 S 9 E 130 poles to an ash & oak in the south original line of said Burns survey thence with said line S 80 W 62 poles to the Beginning containing fifty acres

Also laid off for Lydia Weaver Lot No. 1

Beginning at two sugartree corner to John Weaver in the west original line of said Burns survey thence with said Weavers line N 79.30 E 57 poles to a Bur oak north west corner to Lot No. 12 thence with the line of Lot No. 12 passing the corner thereof S 9 E 99 poles to a hickory northeast corner to lot No. 2 thence with the line of Lot No. 2 S 79.30 W 57 poles to an Ironwood and Elm north west corner to said Lot No. 2 in the west original line of said Burns survey thence with said line N 9 W 99 poles to the Beginning containing thirty five acres and 43 poles

Also laid off for Emanuel Burns Lot No. 2

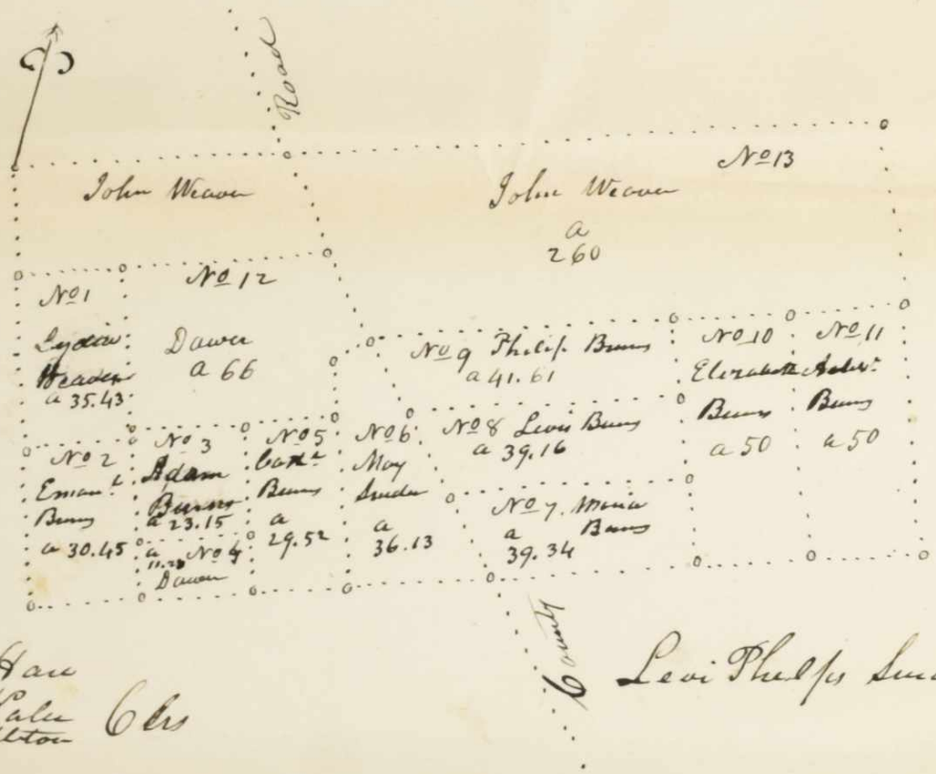
Beginning at an Ironwood and Elm in the west original line of said Burns survey & south west corner to Lot No. 1 thence with the line of Lot No. 1 N 79.30 E 57 poles to a hickory in the line of Lot No. 3 thence with the line of Lot No. 3 passing the corner thereof & with the line of Lot No. 4 S 9 E 85 poles to a Maple & dogwood in the south orig.l line of said Burns survey thence with said line S 80 W 57 poles to a Maple sugartree & water Beech south west original corner to said Burns survey thence with his line N 9 W 85 poles to the Beginning containing thirty acres & 45 poles

Also laid off for Catharine Burns Lot No. 5
Beginning at two ashes north east corner of Lot No. 3 in the line of No. 12 thence with the line of said Lot No. 12 N 79.30 E 51 poles to a stake corner to Lot No. 12 thence S 9 E 92 poles to two hickories & a sugartree in the south line of said Burns land thence S 80 W 51 poles to two hickories south east corner to Lot No. 4 thence with the line of Lot No. 4 passing the corner thereof and with the line of Lot No. 3 N 9 W 92 poles to the Beginning containing twenty nine acres & 52 poles

Also laid off for Alexander Burns Lot No. 11
Beginning at two ashes & a hickory northeast corner to Lot No. 10 in the line of Lot No. 13 thence with the line of said Lot No. 13 N 79.30 E 62 poles to a Bur Oak south east corner to said lot No. 13 in the ~~east~~ original east line of said Burns survey thence with said line S 11 E 130 poles to two Ironwoods & a dogwood south east original corner to said Burns survey thence with his line S 80 W 62 poles to an ash & Oak southeast corner to Lot No. 10 thence with the line of said Lot No. 10 N 9 W 130 poles to the Beginning containing fifty acres

Also laid off for Philip Burns Lot No 9
Beginning at a stake in the County Road south west corner to Lot No. 13 thence with the line of said Lot No. 13 N 79.30 E 164 poles to a hickory Elm & sugartree north west corner to Lot No. 10 thence with the line of Lot No. 10 S 9 E 41 poles to a sugartree and ash north east corner to Lot No. 8 thence with the line of said Lot No. 8 S 80 W 153 poles to a stake in the county Road thence with said Road to the Beginning containing forty one acres & 61 poles

also laid off for Maria Burns Lot No. 7
Beginning at a stake in the County road in the south line of said Burns land thence with the line of said Burns N 80 E 129 poles to three sugar trees southwest corner to Lot No. 10 thence with the line of said lot No. 10 N 9 W 47 poles to an Oak & Ash southwest corner to Lot No. 8 thence with the line of said Lot No. 8 S 80 W 138 poles to a stake in said Road thence with said Road to the Beginning containing thirty nine acres & thirty four poles
All of the above lots are exhibited on the adjoining platt



George Hare
John Middleton Kale Chs
John Weaver

Levi Phelps Surveyor

We the Subscribers Commissioners named in the Order hereunto annexed after being duly sworn, the chainearriers also being duly sworn, proceeded on the 12th day of October 1843 to survey and set off to the several persons named in said orders the Lands of John Burns deceased as described in the foregoing platt & Fieldnotes. Given under our hands this 19th day of

October in the year of our Lord 1843

Levi Phelps
J. M. Cherry } Commissioners
Cyprian Lee

Fees

Levi Phelps Commissioner	4	days	Not claimed	$ 4.00
Cyprian Lee do	3½	do		3.50
John Cherry do	4.	do		4.00
George Hare Ch.	3	do		2.25
Kalen do	3	do		2.25
John Middleton do	½	do		37.5
J M Cherry do	1			
C Lee do	½			
Levi Phelps Surveyor	5	days		$10.00

Chancery Case File

Case No. 1842-CH-0005

No. 42-CH-S

Union Common Pleas Court

Charles Wilson
Plaintiff,

against

Fanny Wilson
Defendant.

APR TERM. 1844

Decree for Plaintiff

Journal 3 Page 226

Record No. 4 Page 293

Ex. Doc. Page

Union Com Pleas

Charles Wilson
vs
Fanny Wilson et al

Petition for Par

Filed Apl 23. 1862
James A. Gill Clerk

Cost bill made

Recorded

further relief in premises and as in duty bound &c will ever pray &c
By Dodge & Dennison
Pts Solrs

To the Honorable the Court of Com Pleas
when in Chancery Sitting

Your Petitioner Charles Wilson a resident of said County of Nixon respectfully represents to the Court that he is entitled to and owns two sixth or one fifth of the following described Land lying in said County to wit Part of Survey No 5506. on Blues Creek Beginning at 2 Beeches & Ironwood and Sugartree S. E. Corner of 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 two beeches and an Ironwood thence North 10 West 100 poles to the beginning Containing one hundred acres more or less And your petitioner further shows that the remaining four fifths are owned share and share alike by Thomas W. Powell of Delaware this State Susan Winchester formerly Susan Wilson and Miles her husband and Fanny Wilson of La-Port County Indiana who are of age and Daniel Wilson aged 20 years George 16. Luther 14 Lawrence 9 years and Ralph 11. years all of this County and Minors your Petitioner therefore prays that they may be made defendants to this his petition your petitioner further shows that Celinda Knott and Aaron her husband have had and are entitled to dower in the premises assigned the Prayer of your Petitioner is that on the final hearing of this case partition of said premises may be ~~had~~ ordered and such other proceedings had as to enable your Petitioner to obtain his share in severalty or the value thereof as the same is rather the subject of contention than of profit to the owners as now controlled and he prays &c the and

Union Com Pleas

Charles Wilson

vs Sub in ch

J. W Powell et al

Served by Certified Copy on David Wilson Geo Wilson Luther Wilson Deliverance Wilson & Ralph Wilson & Miles Winchester Susan Winchester & Fanny Wilson not found — & by Copy on Thos W Powell

Wm W Stub Shff

Serv	1.12
Mile	.35
Copies	.90
	2.37

Filed April 26. 1862

Jas. A Gill Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Thomas W. Powel Susan Winchester Miles Winchester Fanny Wilson Daniel Wilson Geo Wilson Lucius Wilson Delinda Wilson & Ralph Wilson

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 26th day of April 1842 Court

to answer the matters and charges contained in a Petitions.

in Chancery exhibited against them by

Charles Wilson 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

23d day of April A. D. 1842

James H. Gill Clerk

State of Ohio. Union County ss.

To the Sheriff of said County Greeting

We command you, that without delay by the Oaths of Wm B Irwin Cyprian Lee & John Johnson, you cause ~~Charles Wilson~~, to be set off and assigned to Charles Wilson One equal fifth part of the lands following to wit. One hundred acres more or less. Part of survey No 5506 on Blues Creek Beginning at 2 Beeches & Ironwood and Sugar tree S.E. Corner of 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 two beeches and an Ironwood. thence North 10 W 101 pole to the Beginning 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

Witness John Cassil Clerk
Clerk of said Court at the
Court house aforesaid this 7th
day of July AD 1843
John Cassil Clerk

In Compliance with the Command of a writ of partition issued upon the under signed by the sheriff of Union County Ohio Commanding us to set of to Charles Wilson one fifth part of a lot of one hundred acres part of survey No 5506 we would respectfully report that after being duly sworn proceeded to view said lot of land and are of opinion that said lot is not susceptible of a fair and equitable division and we appraise said land worth sixty dollars with the encumbrance of the widows dower

Given under our hands ~~and seals~~ this 7th day of July 1843

William B. Irwin
Cyprian Lee
John Johnson

fees in the above case
John Johnstone one day $. 1.00
C Lee " " 1.00
William B Irwin " " 1.00
3 00

Union Com Pleas

Charles Miller
vs
Fanny Miller

I have Executed this Writ by the Oaths of the within named Commissioners
July 7. 1843.
W. H. Steele Sheriff

Serv 1.00
Mil .05
1.05

Filed July 7, 1843
John Cassil Clerk

Recorded

Clerk	Gill	— $.75		
"	Cassil	4.50		
Sheriff -	Steele	11..39 -	10 -	21.39
Printer -		9.00		
Commissioner	John Johnson	1.00		17.25
	W B Irwin	1.00		
	C. Lee	1.00		
				$28.24

Union Com Pleas

Charles Wilson
vs } Partition
Fanny Wilson

Proof of Pub

Filed April 18th 1883
John Capil
Clk

State of Ohio Union County ss
Personally appeared John Cassil publisher of the Union Gazette a weekly Newspaper published for the said County of Union and of General Circulation therein who being duly sworn says that the appended notice has regularly appeared in said paper for more than six consecutive weeks last past and further saith not

John Cassil

Sworn to and subscribed before me this 18th day of April A.D. 1843 James Turner J.P.

UNION COUNTY COURT OF COMMON PLEAS.

PETITION FOR PARTITION.

Charles Wilson,

vs.

Fanny Wilson, Susan Winchester, formerly Susan Wilson and Miles Winchester, and others, heirs and legal representatives of Emory Wilson, late of Union, deceased.

The said Susan and Miles Winchester being non-residents of the State of Ohio, are hereby notified that the petitioner has filed his bill in the court aforesaid, praying partition of the following described premises of which said Emory Wilson died seized. Begining at two beeches an iron wood and sugar tree, S. E corner of John Gamble's land; thence north 80 deg. East 160 poles to three beeches, thence South 10 deg. east 100 poles to 3 elms, thence South 80 deg. west 160 poles to 2 beeches and iron wood, thence North 10 west 100 poles to the begining. Being part of survey no. 5506, Virginia Military Lands, lying on Blues creek in the said county of Union. All of which the said non-residents are respectfully requested to supervise so far as their interests are involved.

By WM. C. LAWRENCE, his Sol.

JOHN CASSIL, Clerk.

February 14, 1843. 41—6w

Fanny Wilson et al
vs
Charles Wilson

Recorded

Daniel Wilson George Wilson
Luther Wilson Deliverance Wilson
and Ralph Wilson by their
Guardian ad litem A. Hall
ads
Charles Wilson

In Chancery
Partition

The Said Defendant
now come by their
Guardian ad litem
and for answer thereto say that they cannot deny
but must admit the matters and thing as charged
in the petition of the Said Charles Wilson and
that they submit this case to the court praying
to be discharged with their costs in this case
expended and as in duty bound they will
ever pray &c

By A Hall
their Guardian ad
litem

Wilson
Deed
Wilson

Correctly charged
July 8th 1842
O. C. Kennady
Audt

Filed & Recorded
Oct 9th 1842 in Vol 8
Page 609
James Turner Recorder.

fee 62½ cents

Know all men by these presents that we Joseph Willson and Sally Willson of Jay County Indiana for and in consideration of forty Dollars lawfull money of the united states to them in hand paid by Charles Willson of said Jay County the reciept whereof is hereby acknowledged Have granted bargained and sold and by these do grant bargain and sell release and convey unto the said Charles Willson his heirs and assigns for ever all the following discribed tract or parcel of land lying and being in the county of Union and State of Ohio being the one undivided equal tenth part of the following tract of land late the property of Emery Willson ~~Dec~~ late of Union County Ohio aforesaid Bounded as follows to wit Begining at two Beeches an Ironwood and sugar tree S East corner to land heretofore conveyed to John Gamble thence N 80° E 160 poles to three beeches thence S 10° E 100 poles to three Elms thence S 80° W 160 poles to two beeches and an Ironwood thence N 10° W 100 poles to the place of begining containing one hundred acres more or less ~~To~~ To Have and to hold the aforesaid undivided one equal tenth part of the above discribed tract of land unto the said Charles Willson his heirs and assignes for ever And the said Joseph Willson and Sally Willson his wife do hereby covenant promise and agree to and with the said Charles Willson that they are lawfully seized of the said one equal undivided tenth part as heirs at law of the said Emery Willson dec and have good right and lawfull authority to sell & convey the same in manner and form aforesaid and that the same is free and clear of & from all incumberances and the said Joseph Willson & Sally Willson his wife do further promise and agree to and

with the said Charles Willson that unto him the said Charles Willson and his heirs & assignes for ever they the premises aforesaid they the said Joseph Willson and Sally his wife and their heirs will well and truely warrent and forever defend against all manner of persons whatsoever

In Testamony whereof they the said Joseph Willson and Sally Willson have hereunto set their hands and seals this 11th day of may in the year of our Lord Eighteen hundred and forty

Signed sealed in presence of us
Ellis Davis
Sarah Davis

Joseph Willson (Seal)
Sally Willson (Seal)

State of Indiana
Lay County ss

Before me one of the justices of the peace within and for said County personally came the above named Joseph Willson & Sally Willson his wife and acknowledged the signing and dealing the foregoing Deed of conveyance to be thier voluntary act and deed for purpose therein expressed And she the said Sally Willson being by me examined seperate and apart from her said husband declared that she done the same of her own record without compulsion or coercion from him her said husband
Given under my hand and seal this 11th day of may 1840

Ellis Davis (Seal)
a justice of the peace

Filed this writ Nov 1. 1844. I offered the property — described in the Petition, at the Door of the Court House in the Town of Mansfield, Having previously Advertised the same agreeable to the statute in such cases made and provided, and said property being so exposed was sold, and struck off to David Medill the being the highest & best bidder and for four hundred dollars the sum with for the land by the said David Medill, being the two thirds of the appraised value, —

Decr 4. 1843

W W Steele Sheriff

Union Common Pleas

Charles Wilson
vs } In Partition
Fanny Wilson et als

Order to sell Land

Serv	35	
Advtg	25	
Pound	~~4.00~~ =	6 79
Printer	3.50 =	8.10
		$14.89

Filed March. 9th 1844
John Cassil Clerk

Recorded

The State of Ohio Union County. ss.
Court of Common Pleas of
October Term A.D. 1843

Charles Wilson
vs
Fanny Wilson et al.

Chancery. Petition for Partition
Neither of the parties electing to take said estate at the valuation thereof as returned by the said Commissioners. On Motion of the petitioner Ordered that said estate be sold at public auction by the Sheriff of said County of Union according to the statute in such case made and provided

I, John Cassil, Clerk of the Court of Common Pleas, within and for the County of Union and State of Ohio. do hereby certify that the foregoing entry is truly taken and copied from the journals of said Court.

In testimony whereof. I do hereto subscribe my name and affix the seal of said Court this first day of November A.D. 1843

John Cassil Clerk

No. 42-CH-6

Union Common Pleas Court.

Ralph Cherry admr
Plaintiff,

AGAINST

Amanda Corner,
Defendant.

April 1843.
To Sell Land,
Decree for pltf.

Journal 3 Page 128

Record No. 4 Page 169.

Ex. Doc. Page

Union Com. Pleas

Ralph Cherry & ux
vs
Amanda Comer & son

Petition to sell
land

Filed April 23. 1862
James F. Gill Clerk

Cost bill made

Recorded

To the Honorable the Court of Com Pleas in and for the County of Union

Ralph Cherry Administrator of Samuel B Comer Decd late of this County that the Assets of said estate so far as have come to the knowledge of the said Ralph amount in all to $1060.71

and the liabilities to $28.66.48

That the said Samuel deported holding possision of and an equitable interest in the following Real property as known and designated as the old Reed farm containing 140 acres bounded on the West by Thomas McDonalds land and L. Starling on the North and Robert D Reed on the East & Sumner Payne on the South Also 80 acres contiguous to the above & rom off the lands of L Starling aforesaid. Running from McDonalds East line parallel to the North line of said 140 acres to the West line of land belonging to the Heirs of Joseph Stewart Decd so far back as to include Just thirty acres. which is held by title bond. on which said Deceased paid in his life time 1000.$. and on which there remains some 1400$ as appears by the agreement herewith filed yet to be paid to one Wilson Reed, Vendor, and to whom said Ralph further shows that a sale of the whole of said lands is necessary to enable him to complete the administration on said Estate. That the said Samuel died leaving Amanda Comer his widow and relict and Samuel A. an infant his only Heir at Law both of whom your petitioner prays may be made defendants to this his application and that on final hearing you

Honours would order a Sale of the said Equity upon such terms as the case will allow in good conscience but your petitioner as in duty bound will ever pray &c

By Mr. E. Lawrence
his Sol

Ralph Cherry Admr

v } Subpoena
Cty

Amanda Conner &
Samuel A. Conner

Served by Certified
Copies April 25. 1842
W W Steel Shff

Serv	25
Mile	80
Copies	20
	1.25

Filed Apl 25. 1842
Pat. H. Gill Clerk

Recorded

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Amanda Comer & Samuel A. Comer

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 (April 26. 1842) to answer the matters and charges contained in a Bill filed in Chancery exhibited against them by Ralph Cherry Admr of Samuel ~~by~~ B Comer decd and this day 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 23 day of April A. D. 1842.

James H. Gill Clerk

Report to the Court of the sale of S B Comers land

ADMINISTRATOR'S SALE.

By virtue of an order to me direct by the Court of Common pleas, of Union county Ohio, I shall offer at public sale at the door of the court house in Marysville, in the connty aforesaid, on the 16th day of February AD 1843 betwwen the hours of 10 o'clock A M and 4 o'clock P M the following described lands to wit; 170 acres known as the farm of Samuel B, Comer, late of Union county Deceased, being about one mile North of Milford in Union township on the road leading from Milford to Allen's settlement about 80 acres under good cultivation, containing two adjoining log cabins with other out houses, a well of water, and about four acres of bearing fruit trees, 20 acres more under fence and partly cleared used for pasture. Further particulars will be given on the day of sale, the terms are one third cash down, one third in one year, one third in two years from the day of sale, with interest and approved security.

RALPH CHERRY,

Administrator of the estate of S. B. Comer.

January 7, 1843. n36 5t

I proceeded according to the order of the court to sell the real Estate of J B Comer and sold on the 16th day of February 1843 to Willson Reed for two thirds of the aprised value it being fourteen hundred and seventy three dollars 33⅓ cts being but the one bid, said Reed holding the real title, and a lean of Eleven hundred and fifteen dollars 71 cents on the property which was deducted out of the above sum leaveing a ballance of three hundred and fifty seven dollars and fifty cents coming to the estate, for which he gave his Note and security with intrest from day of sale made payable two years from the day of sale — April 17th 1843

Notice of the sale on the back of this paper

Ralph Cherry Admr

~~Affidavit~~

April 9th 1839 Then Received on the within Bond four hundred and thirty six Dollars

Wilson Reed

May 1st 1839 Received on the within Bond sixty four dollars it being the balance on the first ~~Note~~ payment

Wilson Reed

September 1st 1839 Received on the within Bond five hundred dollars it being the second installment

Wilson Reed

Wilson Reed
Litchfield to
J. B. Crane

Filed 9 Apr 1839

Filed 1 Sept 1839

TITLE BOND. Scott & Wright, Printers, ...Columbus, Ohio.

ARTICLES OF AGREEMENT, concluded this 9th day of April A. D. one thousand eight hundred and thirty nine between Wilson Reed of Union county, Ohio, of the first part, and Samuel B Comer of Union County Ohio of the second part, **Witness,** That the said party of the first part agrees, upon the terms and conditions hereinafter mentioned, to sell to said party of the second part, the following lands, situate in the county of Union Ohio:

all the lands the said Wilson Reed now owns that was Deeded to the said Reed by his Father and afterwards by John P Reed one undivided half containing one hundred and forty acres it being the farm that George Fuller now lives on at fifteen Dollars per acre the aforesaid lands Joins the lands of Thomas McDonald on the west and the land the said Reed lately bot from Line Sterlin on the north and R D Reeds land on the East and Sumner Payne on the South also thirty acres of the land adjoining the aforesaid land on the north it being lands bot from L Sterlin by the said Reed the aforesaid thirty acres is to be taken of the South of the survey running from the lands of Thos McDonald on a parallel line with the north line of the aforesaid 140 acres to the Road running from R D Reeds [redacted] or stewards and north sufficient to make thirty Wilson Reeds acres

The said party of the second part hereby agrees to pay the said the sum of twenty three hundred and ninety dollars, ~~cents,~~

in four installments, ~~with interest~~ as follows:

five hundred dollars on or before the first day of May 1839
five hundred dollars on or before the first day of September 1839
five hundred Dollars on or before the first Day of Feb AD 1841
and Eight hundred [redacted] and ninety Dollars on or before the 19th day of Feb AD 1843 the last payment on interest after two years from this date

The said party of the second part, having also executed his Several single bills to the said or order, for said several sums, payable as aforesaid; and the said party of the second part agrees to pay all taxes and assessments that may hereafter be demandable on said land or their appurtenances. It is agreed that said several installments and single bills, above mentioned, ~~with interest,~~ shall be punctually paid, on or before the respective days when the same shall be due, as above mentioned; and if each and all are so paid, said Wilson Reed for himself, his heirs, executors, administrators, or assigns, hereby covenants to sell, and upon the punctual payment as last mentioned, of all of said several installments, with interest, to convey by general warranty deed, the above described premises, unto said party of the second part, his heirs and assigns.

In witness whereof, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

Executed in presence of

David Burnham
David R Irwin

Wilson Reed (L.S.)
(L.S.)

Filed Nov. 10, 1842.
John Castle Clk.

Recorded

The separate answer of Wilson Reed to the petition of Ralph Cherry Admr of Samuel B. Comer dec'd to sell land in equity to Land

This defendant admits the sale of the premises by him to petitioners intestate as well as the general facts touching this defendants therein contained and charges that there is due him from said Estate about the sum of 1140$ evidenced by decedents notes of hand and further that he is willing to abide the order of this court in the premises and having thus fully answered prays to be dismissed with his costs &c

Wilson Reed

Union Com Pleas

A Comer
ads
Answer
Ralph Cherry

filed August
30. 1842
Jas H Gill Clk

Recorded

The separate answer of Samuel A Comer infant defendant to the bill of Ralph Cherry to sell lands

This defendant now comes and in answering says that he knows nothing of the matters and things contained therein but willingly submits his case to the protection of the court and as in duty bound he will ever pray &c B

A. Hall
Guardian ad litem

Ralph Cherry, Admr.

Order of Sale.

Ralph Cherry, Admr.
vs.
Amanda Comer et al.

On motion to the Court by William C. Lawrence, counsel for petitioner, and upon producing the appraisement heretofore made by David Gill, William Winget and James Reed, under the order of this court, it is ordered that the said administrator proceed according to law to sell the real estate in said petition described bounded as follows, to wit: Containing 140 acres, bounded on the west by Thomas M'Donald's land, and L. Starling on the north, and Robert D. Reed on the East, and Sumner Payne on the South-also, 30 acres, contiguous to the above from off the lands of L. Starling aforesaid, running from M'Donalds east line parallel to the north line of said 140 acres, to the west line of land belonging to the heirs of Joseph Stewart, dec. as far back as to include just 30 acres - upon the following terms, to wit: one third cash in hand, one third in one year from the sale, and the balance in two years from sale, with security for the payments according to law - and it is further ordered that he make return of his proceedings to the next term of this court.

Witness John Cassil, Clerk of the Court of Common Pleas for Union County, this 17th day of November, A.D. 1842.

John Cassil, Clerk.

Order of App.t & return

Filed Nov. 11, 1842.
John Carrill, Clerk

Copy of order

Recorded

Ralph Cherry, Admr. &c.
vs.
Amanda Comer et al.

On motion to the Court by Mr. Lawrence, Counsel for the petitioner, it is ordered that William Winget, David Gill and James Reed, being first duly sworn, do, upon actual view of the premises, make a just valuation of the following Real Estate, to wit: bounded on the west by Thomas Donald's land and Lyne Starling's on the north, Robert D. Reed on the East, and Sumner Payne on the South – also 30 acres contiguous to the above, from off the lands of said Starling, running from Donald's east line parallel to the N. line of said 140 acres, to the west line of land belonging to the heirs of Joseph Stewart, so far back as to include just 30 acres – and that they return such valuation to the Court of Common Pleas of Union County forthwith.

Witness John Cassil, Clerk of said Court, this 11th day of November, A.D. 1842.

John Cassil, Clerk.

To the Court of Common Pleas of Union County –

In obedience to the within order, we, having been first duly sworn in open court upon actual view of the premises, do estimate the just value of said Real Estate at thirteen dollars per acre, making, in all, $2200.00

Given under our hands this day. Nov. 11, 1842.

James Reed
David Gill
Wm Winget
Appraisers.

Chancery Case File

Case No. 1842-CH-0007

No. 42-CH-7

Union Common Pleas Court

Charles Ball Plaintiff,

against

Ebenezer Ball et al Defendant.

NOV TERM. 1842

Decree for Plaintiff

Journal 3 Page 63

Record No. 7 Page 68

Ex. Doc. 1 Page 353

Union County Com.
Pleas.

Charles W. Ball

v. } Petition for Partition.

Ebenezer B. Ball,
Isabella G. Ball,
and others.

Filed Apl 27, 1872
Pat. H. Gillett

J. F. Wilkins
Lovell Brown
Ransom Clemens

Cost bill made

J. L. Taylor
Atty. for Deml.

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

Your Petitioner Charles B. Ball of Loudon County in the State of Virginia, represents, that he has a legal title to, and is seized in fee simple of one undivided twelfth part of the following real estate, situate in the County of Union in the State of Ohio, and described as follows, and being the same land granted by Patent from the United States of America to the Heirs and Legal Representatives of the Late Col. Burgess Ball deceased, viz, a certain tract of land containing six hundred and forty-eight acres, situate between the Little Miami and Scioto rivers, North West of the river Ohio, as by Survey bearing date 16th day of June 1834, and bounded and described as follows, to wit, Survey No. 6680 of 648 acres of land on part of a Military Warrant No. 4798, issued for that quantity in favor of the Representatives of said Burgess Ball dec^d, on the waters of Mill and Boatts' Creek, Beginning at an ash, red oak and elm, Southwestly corner to Bixley and Merryman's Survey No. 3229, thence South 83° East 400 poles to two sugar trees and a hickory, Southeastly corner to their Survey, thence S. 7° W. 259 1/5 poles to a beech and sugar tree, in the line of Robert Means' Survey No. 4387, thence N. 83° West, 400 poles to a hickory and sugar tree in the line of David Duncan's Survey No. 3443, thence N. 7° E. 259 1/5 poles to the Beginning with the appurtenances — The said Patent bearing date 15th October 1840 —

Your Petitioner further represents that Ebenezer B. Ball of St. Clair County, in the State of Missouri, Isabella G. Ball of Loudon County in the State of Virginia

Mrs. Jonathan D. Gibson, widow of Jonathan Gibson, of Culpepper County, in the State of Virginia, Frances W. McLearen, wife of James McLearen, of Fauquier County in the State of Virginia, Mrs. Mildred T. Thompson, of Fauquier County, in the State of Virginia, and George W. Ball a minor of Fairfax County in the State of Virginia, are tenants in common with your Petitioner in the said premises and are the heirs and legal representatives of said Burgess Ball dec.d

Your Petitioner further states, that he, and his brother Ebenezer B. Ball, and Isabella G. Ball, (being the children and heirs of Doctor Charles B. Ball late of Loudon County, Virginia, deceased,) are entitled to one undivided fifteenth part, each, of said land, being the one fifth part, to which their father was entitled:

That the said Mrs. Jonathan D. Gibson, who was one of the daughters of the late Burgess Ball dec.d is entitled to one equal undivided fifth part of said land:

That Frances W. McLearen, wife of James McLearen, late Frances W. Ball, and another daughter of said Burgess Ball, is entitled to one fifth part of said land:

That said Mildred T. Thompson, another daughter of said Burgess Ball dec.d is entitled to an equal undivided fifth part of said land: and

That George W. Ball, the minor aforesaid is entitled to one equal undivided fifth part of said land.

Your Petitioner therefore prays that partition of said land may be made, or if the same cannot be done without manifest injury, that then and other proceedings may be had in the premises as are authorized by Law.

By
J. L. Taylor
his Atty.

Filed Aug. 30. 1842
Jas H Lee Clerk

NOTICE.—Ebenezer B. Ball, of St. Clair county, in the State of Missouri; Isabella G. Ball, of Loudon county, in the State of Virginia; Mrs. Jonathan D. Gibson, of Culpepper county, in the State of Virginia; Francis W. McLearer, of Fauquier county, in the State of Virginia; Mildred T. Thompson, of said county of Fauquier, and George W. Ball, of Fairfax county, in the State of Virginia, will take notice that a petition was filed against them on the 27th day of April, A. D. 1842, in the Court of Common Pleas in and for Union county, in the State of Ohio, by Charles B. Ball, and is now pending, wherein the said Charles B. Ball demands partition of the following real estate, viz: A certain tract of land containing 648 acres, situate between the Little Miami and Scioto rivers, northwest of the river Ohio, as by survey bearing date the 16th day of June, 1834, and bounded and described as follows, viz—Survey No. 6680, of 648 acres of land, on part of a military warrant No. 4798, issued for that quantity in favor of the representatives of Benseas Ball, dec'd., on the waters of Mill and Boak's creek, beginning at an ash, red oak, and elm, southwesterly corner to Baxley and Merryman's survey No. 3239, thence south 83° east 400 poles to two sugar trees and a hickory southeasterly corner to their survey; thence south 7° west 259 1-5 poles to a beech and sugar tree in the line of Robert Means' survey No. 4387; thence north 83° west 400 poles to a hickory and sugar tree in the line of David Duncan's survey No. 3443; thence north 7° east 259 1-5 poles to the beginning, with the appurtenances—and that at the next term of said court application will be made by the said Charles B. Ball, for an order that partition may be made of said premises.

By J. L. TAYLOR, *his Attorney.*
JAMES H. GILL, *Clerk.*

May 30, 1842.—6w $4.62

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the **Ohio State Journal,** *a newspaper in general circulation in the county of Union Six* ——— *consecutive weeks from and after the 30th day of May, 1842*

Chas. Scott

Sworn to and subscribed before me, this 29th day of Aug. 1842

Thos. Wood J.P.

Printer's fee—$ 4 37
This affidavit--$ 25

Charles B. Ball
vs
Ebenezer B. Ball et al

Partition. Com: Pleas Union County
We the Commissioners appointed in this cause to assign to Charles B Ball Ebenezer B Ball & Isabella B Ball one undivided fifteenth part of the following described real Estate & to Mrs Johnathan D Gibson Francis W McLearer Mildred J. Thompson and George W Ball one undivided fifth of said real estate to wit being the same land granted by Patent from the United States, to the heirs & legal representatives of the late Col Burgess Ball deceased viz a certain tract containing 648 acres Survey No 6680. bounded as follows 648. acres of land on part of a Military Warrant No 4798. issued for that quantity in favor of said Ball beginning at an Ash, red oak and Elm Southwesterly Corner to Baxley & Merryman Survey No 3239. thence S 83 E. 400 poles to 2 sugar trees and a hickory Southeasterly Corner to their Survey, thence S. 7° W 259⅓ poles to a beech and sugar tree in the line of Robert Means, Survey No 4387. thence N 83 W 400 poles to a hickory and sugar tree in the line of David Duncans Survey No 3443. thence N 7 E. 259⅓ poles to the beginning and having been duly Sworn upon actual view of the premises do assign to the said Mrs Jonathan D Gibson in Severalty lot No 1 containing 138 acres 107 10/10 poles it being the one fifth part of Burgess Ball's Survey No 6680, beginning at a red oak in the N. W. corner of said Survey and S. W. corner of Baxley and Merryman's Survey No 3239. thence with Baxley's and Merryman's line S 83° 25' E. 171 2/10 poles to sugar Beech and Dogwood in the line of Baxley and Merryman thence S 7 W 129 6 poles to a Beech and sugar thence N 83° 25' W 171 2 poles to a stake in the line of David Duncan's Survey No 3443. then with said line N 7 E 129 6 poles to the beginning—
And to Frances W McLearer lot No 2 containing 138 acres 107 4 poles it being the one fifth part of Burgess Ball's Survey No 6680 beginning at a Sugar—

Beach and Dogwood in the line of Barley and Merrymans Survey No. 3239 and N.E. Corner to lot no 1 of the division of Burgess Balls survey running S 83° 25' E 171.2 poles to a Sugar | Beach and Ironwood in the line of Barley and Merrymans Survey No. 3239 then S 7° W 129.6 poles to a Beach and Ironwood then N 83° 25' W 171.2 poles to a Sugar and Beach then N 7° E 129.6 poles to the beginning

And to Mildred J. Thompson lot No. 3 containing 138 acres and 107.4 poles it being the one fifth part of Burgess Balls Survey No. 6680 beginning at a stake in the line of David Duncans Survey No. 3443 the S.W Corner of lot No. 1 running S 83° 25' E 171.2 poles to a sugar and a Beach S.E. corner to lot No. 1 and S.W corner to lot No. 2 then S 7° W 129.6 poles to a Beach Ash and Dogwood in the South line of Burges Balls Survey | thence N 83° 25 W 171.2 poles to a sugar and 2 Lynns in the line of David Duncan Survey No. 3443 then with said Duncans line N 7° E 129.6 poles to the beginning

And George W. Ball, lot No. 4 containing 138 acres and 107.4 poles it being the one fifth part of Burgess Balls Survey No. 6680, beginning at 2 Beeches and Ironwood in the S. line of said Survey | then N 83° 25' W 171.2 poles to a Beach Ash and Dogwood in the South line of said Survey then N 7° E 129.6 poles to a sugar and Beach the N.E. Corner to lot No. 3 and S.E. Corner to lot No. 1 then S 83° 25' E 171.2 poles to Beach and Ironwood S.E. Corner to lot No. 2 then S 7° W to the beginning

And to Charles B. Ball lot No. 5 containing 46 acres and 83 rods it being one fifteenth part of Burgess Balls Survey No. 6680 beginning at 2 sugars and a Hickory the N.E. corner to said survey and S.E. Corner to Barley and Merrymans Survey No. 3239 running S 7° W 86.4 poles to a stake in the line of Robert Alexs Survey No. 4387. then N 83° 25 W 85.6 poles to a Hickory in the line of lot No. 2 then N 7° E 86.4 poles to a sugar Ironwood and Beach in the S. line of Barley and Merrymans Survey No. 3239 then with said line S 83° 25' E to the beginning

Union Common Pleas.

Charles B. Ball

vs.

Ebenezer B. Ball et al.

Writ of Partition.

I have Executed this writ by the Oaths of the within named Commissioners, whose report is here with returned

W A Steele Sheriff of Union County

Serv	1.00
Mile.	.90
Inquest.	1.00
~~Affidavit~~	~~3.00~~
	2.90

Filed Nov. 8, 1842.

John Cassil, Clerk
p.t.

(Recorded.)

And to Ebenezer B Ball lot No. 6 containing 46 acres and 35 poles it being one fifteenth of Burgess Balls Survey No. 6680 beginning at a Beach and Dogwood in the East line of said Survey running N 83° 25 W 85.6 poles to 2 ashes and a Beach in the East line of lot No. 4 then N 7° E 86.4 poles to a Hickory S W corner to lot No. 3 then S 83° 25 E 85.6 poles to a stake in the line of Robert Means Survey No. 4387 then S 7° W 86.4 poles to the beginning

And to Isabella, B. Ball, lot No. 7 containing 46 acres and 35 poles it being one fifteenth part of Burgess Balls Survey No. 6680 beginning at a Beach and Dogwood in the east line of said Survey running S 7° W 86.4 poles to two Beaches in the line of Robert Means Survey No. 4387 then N 83° 25 W 85.6 poles to two Beaches and Ironwood the S.E. corner to lot No. 4 then N 7° E 86.4 poles to two white ashes and a Beach the S W corner to lot No. 6 then S 83° 25 E 85.6 poles to the beginning —

November 5th 1842

Smith Brown
Ranson Clements } Commissioners
A. H. Wilkins

Ranson Clements	Three days service as Commissioner and marker at 1.75 per day	$5.25
Smith Brown	do as Commissioner $1.00 per day	3.00
A. H. Wilkins	do as commissioner & Surveyor $2.00 per day	6.00
Jas. W. Brooks	Three days services as Chaincarrier at .75 cents per day	2.25
Robert Brooks	do do do	2.25

State of Ohio Mon County ss

Personally appeared the above Commissioners. before me on the 5th day of Nov: A.D. 1842 and made oath Agreeable to the Statute in such cases made and provided given under my hand W W Steele Sheriff

The State of Ohio; Union County, ss.

To the Sheriff of said county — Greeting:

We command you, that without delay, by the oaths of A. F. Wilkins, Smith Brown, and Ransom Clements, you cause to be set off and assigned to Charles B. Ball, Ebenezer B. Ball, and Isabella G. Ball, each, one undivided fifteenth part of the following described real estate; ~~to wit~~ and to Mrs. Jonathan D. Gibson, Frances W. M'Learon, Mildred T. Thompson, and George W. Ball, one undivided fifth part of said real estate, to wit: Being the same land granted by patent from the United States of America to the heirs and legal representatives of the late Col. Burgess Ball, deceased, viz.: a certain tract of land containing six hundred and forty eight acres, situate between the Little Miami and Scioto rivers north west of the river Ohio, as by survey bearing date 16th day of June, 1834, and bounded and described as follows, to wit: Survey No. 6689 of 648 acres of land on part of a military warrant No. 4798, issued for that quantity in favor of the representatives of said Burgess Ball, dec'd. on the waters of Mill and Bake's creek, beginning at an ash, red oak and elm, south-westerly corner to Bayley and Merryman's Survey No. 3239; thence south 83° East 400 poles to two sugar trees and a hickory, southeasterly corner to their survey; thence south 7° West 259⅕ poles to a beech and sugar tree in the line of Robert Means' Survey No. 4387; thence North 83° west 400 poles to a hickory and sugar tree in the line of David Dement's Survey No. 3443; thence north 7° E. 259⅕ poles to the beginning, with the appurtenances — and that your proceedings in the premises you distinctly certify, under your hand, to our Court of Common Pleas within and for the said County of Union, together with this writ.

Witness John Cassil, Clerk pro tem. of said Court, this 27th day of October, A.D. 1842.

John Cassil, Clerk pro tem.

Ex. Doc No. 2 page 136

Charles B. Ball
vs
E. B. Ball et al

E. B. Ball cost	$3.84½
Writ	.41
	$4.25½
Fees	
Service	$0.55
Mileage	.75
Inquest	1.00
advertising	.25
Copy of appraisement	.15
	$2.50
appraisers fees	1.50
E. Clements	
Plat	.25
	$4.25
printers fee	0.71

Filed May 28. 1845
John Cassil Clk

Received this writ of April 18th 1845 by the commissioners in partition in the case of Charles B. Ball vs E. B. Ball et al and set off and assigned to Charles B. Ball - lot No. 1 in square 46, 50 and 51 in the city of David Compton's David Jackson and Thomas Turner it was estimated worth the sum of Three Dollars per rent April 25th 1845

Received the fees in the above & foregoing & return of General Execution in favor County of Monroe to be offered for sale on the 28th day of May A.D. 1845 May 28th 1845 offered the above described lands for sale at the door of the court house not sold for want of bidders

Wm. M. Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball — — was plaintiff, and Ebenezer B. Ball, et al was defendant; the costs of said Charles B. Ball — — — were taxed at Three dollars 84 1/2 — — cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Charles B. Ball in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 18th day of April A. D. 1845

John Cassil CLERK.

Received this writ April 18th 1845

Served on 46 negro slaves and land lot 156 in Monticello by the Commissioners in partition in the case of Charles B. Ball ex's & B. B. Ball et als. - and Sophronia Ball & others - vs Ebenezer B. Ball. Levied upon the right of Dower belonging to Elizabeth Ball widow of Dr. Dudley Ball - and Whom the right of Dower belongs to

Lockhart & Jones Turner - it was Estimated with three Dollars per year - this 25th of 1845 —

Ex. Doc. No. 2 page 137

Charles B. Ball
vs
Ebenezer B. Ball, et al

C. B. Ball's cost	$3,84½
Writ	41
	$4,25½
Fees	
Service —	$0-85
Mileage —	75
Inquest —	1-00
Advertising —	25
Copy of app's —	15
	$2,50
appraisers fees —	1-50
E. Clement as Plot —	25
	$4-25
printers fee —	0 74

Filed May 27. 1845.
John Cassil Clk

Therefore the same for in the Tryers & Repeers General Circulation in said County of Marion - to be offered for sale on the 27th day of May 1845 May 27th 1845 - offered the above described Lands for sale at the door of the Court House for Cash at Public Auction to highest bidders

Tho. M. Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball, et al was defendant; the costs of the said Ebenezer B. Ball were taxed at three dollars 84½ cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Ebenezer B. Ball in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 18th day of April A. D. 1845

John Cassil CLERK.

Ex. Doc. No 2 page 138

Charles B. Ball
vs
E. B. Ball, et al

E. B. Ball's cost	$3,841
Writ	41
	$4,251
fees	
Service	$0-35
Mileage	75
Inquest	1-00
Advertising	25
Copy of Appmt	15
	$2,50
appraisers fees	1,50
E. Clements as Pilot	25
	$4,25
Printers fees	0-71

Filed May 28. 1845
John Cassilly

Received this writ April 18th 1845 to be executed by dividing the land contained in the 47 numbered lots assigned to Charles B. Ball as his and set off and assigned to Isaiah G. Ball his part of Survey No 6680 - and where the line of said Daniel Dorsett's Lockwood Fennes & Turner. it was estimated worth Three Dollars per acre

April 25th 1845

Advertised the same in the Hagers-Town Paper of General Circulation in said County & Manner to be offered for Sale on the 27 Thursday of May 1845 May 27th 1845 - offered the above described Lands for Sale at. The highest & best bidder was Not Sold for want of bidders

Jos M Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball et al was defendant, the costs of ~~said~~ Isabella G. Ball were taxed at three dollars 84/100 cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Isabella G. Ball in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 6th day of November A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 18th day of April A. D. 1845

CLERK.

Ex. Docket No 2 page 134

Charles B. Ball
vs
E. B. Ball et al

Mr. J. B. Gibson cost $11,53½
Writ 41
$11,94½

Fees
Service — $0 55
Mileage — 0-75
Inquest — 1-00
Advertising — 25
Copy of a fa — 15
$2,50

appraisers fees 1-50
Clement as
Pilot — 25
$4-25

Printers fee — 0-71
Filed May 28 1845
John Cassill Clk

Received this writ of April 18th 1845
Levied on 158 acres & 107/100 rods of land Lots No 1 as numbered by the Commissioners in the case of Charles B. Ball vs E. B. Ball et als. and set off to Charles B. Ball assigned to Mrs Jonathan D. Gibson ~~widow~~ Martha Survey No 6, 80. and upon the Widow Dower Comfort's Land Sackett & James Turner it was estimated worth Three Dollars per acre of Pric 25th A.D. 1845

Executed the same in the bounds of Parker of General Circulation in said County of Marion to be offered for sale on the 27th day of May 1845 May 27th 1845 — offered the above described land for sale at the door of the Court House Met sold for one cent to bidders —

Jas. M. Ramsey Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball et al was defendant; the costs of the ~~said~~ Mrs Jonathan D. Gilson were taxed at eleven dollars 53½ cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Mrs Jonathan D. Gilson in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 18th day of April A. D. 1845

John Cassil CLERK.

Ex. Doc No. 2 page 140

Charles B. Ball

vs

E. B. Ball, et al

M. J. Thompson cost $11,531/-
Writ 41
$11,944/-

Fees
Service — $0-35
Mileage — 0-75
Inquest — 1-00
Advertising — 25
Copy of appraisement 1-50
$2,50
appraisers fees - 1-50
Clements as
Pilot — 25
$4,25
Printers fee - 0-71

Filed May 27. 1845
John Cassil Clk

Received this writ April 18th 1845
Levied on 158 acres & 107/100 rods of land lot No 3 as numbered by the Commissioners in partition in the case of Charles B. Ball vs E. B. Ball et als and set off and assigned to Mildred J. Thompson part of same & No 66 & 80 - and upon the death of David Lockwood & Hines Turner - it was estimated worth Three Dollars per acre - April 25th 1845

Advertised the same in the organs & Republican General Circulation in said County of Union to be offered for sale on the 27th day of May 1845
May 27th 1845 - Offered the above described lands for sale at the door of the Court House Not sold for want of bidders —

Wm M Johnson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball, et al was defendant; the costs of the ~~said~~ Mildred J. Thompson were taxed at eleven dollars 53½ cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Mildred J. Thompson in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8 day of November A. D. 1841 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 18th day of April A. D. 1845

John Cassil CLERK.

Ex. Doc No 2 page 141

Charles B. Ball

vs

E. B. Ball, et al

J. W. McLean

Costs	$11,53½
Writ	41
	$11,94½

Fees

Service	$0-35
Mileage	75
Inquest	1-00
Advertising	25
Copy of apprs	15
	$2,50
appraisors fees	$1,50

E Clements as

Plat	25
	$4-25

Printer fee 0-71

Filed May 28. 1845

John Cassil Clk

Received this writ of April 18th 1845 levied on 158 acres & 107½ rods of land situated in the 2 ds Township in the Commissioners in partition in the estate of Charles B. Ball dec'd & B. Ball et al. and set off and assigned to Frances H. McLean ~~the~~ further Survey of 56-50 and upon the death of David Campbell the David Scott widow & Heirs. Figures it was Entitled worth $5,12 per acre — April 25th 1845 —

Executed the same in the bounds & presence of the Commissioners in the County of Union & the Sheriff Feb Sale on the 27th day of May 1845 — May 27th 1845 — Sold the right the heirs of Charles Ball at the Court House Court for Sale at the Court House Door — Pat Ball for one half undivided — $5.00

Jno. McDonald Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball was defendant, the costs of ~~said~~ Frances W. McLeaner were taxed at eleven dollars 53½ cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said Frances W. McLeaner in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 18 42 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 19th day of April A. D. 1845

John Cassil CLERK.

Ex. Doc. No 2 page 142

Charles B. Ball
vs
E. B. Ball et al

George W. Ball
Cost
Writ $11,53½
41
$11,94½

Fees
Service — $0 55
Mileage — 75
Inquest — 1-00
advertising — 25
Copy of papers — 15
$2,50
appraisers fees - 1-50
E. Clement as
Pilot — 25
$4,25
Printers fee 0-41

Filed May 28. 1845
John Cassil
Clk

Received This writ expired 18th 1846
Division 138 acres & 100½ rods of land Lot No 4 - as numbered
by the Commissioners in partition in the case of Chas
B. Ball v. E. B. Ball et al. - and assigned to George W. Ball the first born of said E. B. Ball
and upon the written request of said Charlotte Ball & James Turner it was estimated with Lockwood
per acre - April 25th A.D. 1846 $8.00

Executed the same by the sheriff of Genesee County in said State on the 27th day of March 1845
being 27 Pr 1845 offered the the above described
land for sale at the usual place of the Court House
but sold for want of Bidders
Yours &c
M Robinson Sheriff

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION GREETING

WHEREAS, in a certain action in Partition lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Charles B. Ball was plaintiff, and Ebenezer B. Ball, et al was defendant, the costs of ~~said~~ George W. Ball — — were taxed at eleven dollars 53½ cents: you are therefore commanded, that of the goods and chattels, or for the want of goods and chattels, of the lands and tenements of the said George W. Ball in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 1841 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for the said county of Union on the first day of the next term of said Court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS, JOHN CASSIL, CLERK of said Court at the Court House in Marysville, this 18th day of April A. D. 1845

John Cassil CLERK.

357

Charles B Ball
vs
Ira B Ball Noe

Charles B Ball cost $3,844
Int from Nov 8. 1842
Incurred cost 5.37
interest 1.32
Writ .41

Ex Apr. 1 1850

Filed May 28. 1850
Jotham Kash clerk

Cancelled

Cancel

Received this writ February 25th 1850. Advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for 30 days previous to the day of sale. in pursuance of said notice I offered said real estate for sale by public Auction at the door of the Court House in Marysville on the 27th day of May A.D. 1850 between the legal hours of ten O.clock A.M. and four O.clock. P.M. not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
Pr fee 72

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Charles B. Ball — Towit. 46 acres & 35 rods of land. Lot No 5 as numbered by the commissioners in Partition in the case of Charles B Ball vs E. B. Ball et als - and set off and assigned to Charles B. Ball - part of survey No 6685. ——

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our Court of Common Pleas of our said County, to satisfy John Cassil & others -

the sum of dollars

and cents for for damages, together with

$ 3.84 — for their costs, with interest thereon from the 8th day of November A.D. 1842 until paid, which late in our said Court the said John Cassil & others

recovered against the said Charles B. Ball

& interest to this date $1.52

as of record is manifest. Also, $ 5.37 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil et als

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick, Clerk of said Court at the Court House in Marysville, this 25th day of February A.D. 1850

James Kirkpatrick Clerk.

351

Chas N Bale
vs
E B Bale et al

M & Thompson costs $11.532
Sub from Nov. 8. 1842
Increase costs 5.37
Sub on same 1.52
writ .41

Ex for L. 1850

Filed May 28. 1850
Whitlock for ML

Recorded

Case

Received this writ February 25th 1850. advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for 30 days previous to the day of sale, in pursuance of said notice I offered said real estate for sale by public auction at the door of the Court House in Marysville on the 27th day of May A.D. 1850 between the hours of ten O.clock A.M. and four O.clock P.M. Not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
Pr fee 71

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of M. D. Thompson

to wit. 138 acres & 107 4/10 rods of land lot No 3. as Numbered by the commissioners in partition in the Case of Charles B Ball vs E B Ball & ads. and set off and assigned to Mildred J Thompson part of Survey No 6680 ——

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

the sum of dollars

and cents for for damages, together with

$11.53½ — for the costs, with interest thereon from the 8th day of November

A.D. 1842 until paid, which late in our said Court the said John Cassil & others —

recovered against the said Mildred J. Thompson ——

as of record is manifest. Also, $ 5.37 — & interest on same to this date $1.52 — increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil & ads

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

Witness, ~~JOHN CASSIL~~ James Kirkado for, Clerk of said Court at the Court House in Marysville, this 25th day of February

A.D. 1850 James Kirkado for Clerk.

352

Charles W Beck
vs
Eli W Beck et al

Mrs L D Gibbons Costs $11.53=
Int from Nov 8. 1842
Increase to 5.37
Interest 1.52
writ 1.41

Iss Jan. 1. 1850

Filed May 28. 1850
L Wilkinson clerk

Quashed

Cassie

Received this writ February 25th 1850. Advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for 30 days previous to the day of sale. in pursuance of said notice I offered said real estate for sale by public ~~sale~~ Auction at the door of the Court House in Marysville on the 27th day of May A.D. 1850 between the legal hours of ten O.clock. A.M. and four O.clock P.M. not sold for want of bidders.

Fees= mileage 5
Service 35
advertising 25 Pay fee 72
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Mrs. J. D. Gibson to wit. 138 acres 107 4/10 rods of land lot No 1 as numbered by the Commissioners in partition in the Case of Charles B Ball vs E B Ball et als. and set off and assigned to Mrs Jonathan D. Gibson. part of Survey No 6680 —

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

the sum of dollars

and cents for for damages, together with

$11.53½ — for their costs, with interest thereon from the 8th day of November A.D. 1842 until paid, which late in our said Court the said John Cassil & others —

recovered against the said Mrs. J. D. Gibson —

& interest on same to this date $1.52

as of record is manifest. Also, $ 5.37 — increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil & al

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

Witness, ~~JOHN CASSIL~~ James Kirkadoff, Clerk of said Court at the Court House in Marysville, this 25th day of February A.D. 1850

James Kirkadoff Clerk

353

Charles B Bacc
vs
E B Ballard et al

E B Ballard. Costs $3.84
Int from Nov 8. 1842
Increment 5.40
Endorsement 1.52
Mile .41

Filed Jan 7. 1850

Filed May 28. 1850
D Kirkpatrick Clk

Recorded

Case

Received this writ February 25th 1850. advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for 30 days previous to the day of sale. in pursuance of said notice on the 27th day of May A.D. 1850 between the legal hours of ten O.clock A.M. and four O.clock P.M. I offered the said real estate for sale by public auction at the door of the Court House in Marysville. Not sold for want of bidders.

Fees = mileage 5
Service 35
advertising 25
Pr fee 71

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Ebenezer B Ball to wit 46 acres & 35 rods of land lot No 6. as No. by the Commissioners in partition in the case of Charles B Ball vs E B Ball et al and set off and assigned to Ebenezer B Ball part of Survey No 6680.

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

the sum of dollars

and cents for for damages, together with

$ 3.84½ for their costs, with interest thereon from the 8th day of November A.D. 1842 until paid, which late in our said Court the said John Cassil & others

recovered against the said Ebenezer B. Ball

as of record is manifest. Also, $ 5.40 + interest on same to this date $1.52 increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil et al

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

Witness, ~~JOHN CASSIL~~ James Rinkadesh, Clerk of said Court at the Court House in Marysville, this 25th day of February A.D. 1856 James Rinkadesh Clerk.

354

Chas O Bace
vs
O B Ballard

Debt $3.84
Int from Nov 8. 1842
Increase cost 5.37
Interest 1.52
Int on same .41
Int

Recorded

Feb. 1. 1850

Filed May 28 1850
J. A. Kirkpatrick Clk

Cassie

Received this writ February 25th 1850. I duly advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. in pursuance of said notice I offered said within described real estate for sale by public Auction at the door of the Court House in the Town of Marysville in said County on the 27th day of May A.D. 1850 between the hours of ten O.clock, A.M. and four O.clock, P.M. it being the time and place I advertised the same to be sold, and then and there sold to Jeremiah M. Danforth said real estate for two dollars per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof

Fees = mileage 5
Service 35
advertising 25
Pr fee 72
Poundage $1.84

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting!

WE command you to expose to sale those Lands and Tenements of Isabel B Ball. to wit. 46 acres & 35 rods of land lot No 7. as numbered by the Commissioners in partition in the case of Ch. B Ball vs E B Ball et al and set off and assigned to Isabel B. Ball. part of Survey No 6 & 80. —

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

the sum of dollars

and cents for for damages, together with

$ 3.84½ — for their costs, with interest thereon from the 8th day of November

A.D. 1842 until paid, which late in our said Court the said John Cassil et als

recovered against the said Isabel B. Ball —

interest on same to this date $1.52

as of record is manifest. Also, $ 5.37 — increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil et al

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

Witness, ~~JOHN CASSIL~~ James Rinkadoff, Clerk of said Court at the Court House in Marysville, this 25th day of February A.D. 1850.

James Rinkadoff Clerk.

3855

Charles B Ball
vs
B B Ball et al

Fr. W Lane. Cost $11.53
Sub from Nov 8. 1842
Increase costs 5.27
Sub and Lane 1.19
Writ .41

Ex Sp J 1850
Filed May 28. 1850
D Kirkpatrick Clk

Recorded

Case

Received this writ February 25th 1850. advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for 30 days previous to the day of sale, in pursuance of said Notice I offered said real estate for sale by public Auction at the door of the Court House in Marysville on the 27th day of May A.D. 1850 between the legal hours of ten O. clock. A.M. and four O. clock P.M. not sold for want of bidders.

Fees = Mileage 5
Service 35
advertising 25
Pr fee 71

Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of Francis W. Learer to wit. 138 acres 107 4/10 rods of land lot No 2. as numbered by the Commissioners in the case of Charles B Ball vs E B Ball et al and set off and assigned to Francis W. Learer part of Survey No 6680 —

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

the sum of dollars

and cents for for damages, together with

$ 11.53 — for thus costs, with interest thereon from the 8th day of November A.D. 1842 until paid, which late in our said Court the said John Cassil was

recovered against the said Francis W Learer —

& interest on same & this date $1.49

as of record is manifest. Also, $ ~~4.27~~ 5.27 — increase of costs, and the accruing costs. ~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil Was

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

Witness, ~~JOHN CASSIL~~ James Kirkade, Clerk of said Court at the Court House in Marysville, this 23rd day of February A.D. 1850

James Kirkade Jr Clerk.

356

Charles B Ball
vs
E B Ball et al

Geo W Ball Costs $11.53
Int from Nov 8 1848
Increase cost 5.37
Int on same 1.52
Writ 41.

Iss Sep 7. 1850

Filed May 28. 1850
J Kirkpatrick Clk

Rendered

Cassie

Received this writ February 25th 1850. Advertised the within described real estate for sale by publication in the Marysville Tribune a newspaper published and in general circulation in Union County for 30 days previous to the day of sale. in pursuance of said notice I offered said real estate for sale by public auction at the door of the Court House in Marysville on the 27th day of May A.D. 1850 between the legal hours of ten O. clock A.M. and four O. clock P.M. Not sold for want of bidders. Fees = mileage 5 = days 35 advertising 25 Sept 72

Philip Arridon Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of said County, Greeting:

WE command you to expose to sale those Lands and Tenements of George W. Ball, to wit, 138 acres & 107 4/10 rods of land lot No 4. as numbered by the Commissioners in Partition in the case of Charles B Ball vs D B Ball et al and set off and assigned to George W Ball part of Survey No 6680 —

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

the sum of dollars

and cents for for damages, together with

$ 11.53 — for their costs, with interest thereon from the 8th day of November

A.D. 1842 until paid, which late in our said Court the said John Cassil et al

recovered against the said George W Ball —

& interest to this date $ 1.52 cs

as of record is manifest. Also, $ 5.37 — increase of costs, and the accruing costs.

~~And if in your opinion the property in your hands not sold will be insufficient to satisfy the judgment aforesaid, then you are hereby commanded that you levy the same upon the goods and chattels, lands and tenements, or either, as the law shall permit, being the property of the judgment debtor, which together with the property on hand not sold as aforesaid will be sufficient to satisfy said judgment.~~ And that you have the same before the said Court at the Court House in Marysville, on the first day of their next Term, to render unto said John Cassil et al

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

Witness, ~~JOHN CASSIL~~ James Kirkpatrick, Clerk of said Court at the Court House in Marysville, this 25th day of February

A.D. 1857

James Kirkpatrick Jr Clerk.

Chancery Case File

Case No. 1842-CH-0008

Chancery Case

1842-CH-0008

located with

Supreme Court Case

1842-SC-0020

No. 42-CH-9

Union Common Pleas Court.

Richard Douglas
Plaintiff,

AGAINST

The unknown heirs of
Defendant.
Thomas Bryson et al,

NOV TERM. 1842

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 72

Record No. 4 Page 88

Ex. Doc. 1 Page 358

Union Common Pleas

Richard Douglas
vs } In Chancery.
The unknown heirs of
Thomas Bowyer Dec'd, et al

The Petition

Filed April 28. 1842
James H. Gill Clerk

Cost Bill made

Recorded, Book 4, p. ~~89~~ 88.

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

The petition of Richard Douglas of the County of Ross and State aforesaid, respectfully sheweth unto Your Honors; That on or about the fifth day of December AD 1807 entry number 329 of 1000 acres of land was made upon the books of the principal surveyor of the Virginia military district of lands within the State of Ohio in the name of Thomas Bowyer, and on or about the 20th day of April 1808, a legal survey of said entry was made for the said Thomas Bowyer, and on or about the 28th day of June AD 1809, the said survey was duly recorded upon the books of said principal surveyor; which said entry fully appropriated the lands by its said number and the said survey defined and ascertained the meets and bounds thereof, and it thence stood as a good valid recorded survey— Your petitioner refers to said entry and survey for certainty as a part of this petition, and therewith files a copy thereof as an exhibit in this cause— said survey of land lies in said County of Union and within the jurisdiction of this Court.—

Your petitioner further states that said entry and survey of land was duly entered for taxation upon the proper books of this County by its said number and quantity, and thereupon became delinquent for the taxes and penalties of 1835 and the taxes of 1836, and was duly advertised and proceeded in, in all things agreeable to law, and

~~and~~ on the 26th day of December AD 1836 being the time mentioned, and at the proper place therein named ~~was~~ the whole of said entry and survey was sold by the Treasurer of said County to one Manly S Butler for the sum of twenty eight dollars six cents and five mills being the taxes interest and penalties aforesaid, he the said Butler then and there offering and bidding to pay the same for the whole of said entry and survey, and no one offering to pay the same for a less quantity thereof, said Butler became the purchaser of the whole of said survey, and thereupon a certificate of said purchase and sale was then and there executed and delivered to the said Manly S Butler by Levi Phelps the then Auditor of said County agreeable to the Statute in such case made and provided – That afterwards, to wit, on the 14th day of March AD 1837, the said Butler for a valuable consideration to him paid therefor by your petitioner sold assigned and transferred to your petitioner all his right title and claim in and to said certificate and the land therein mentioned, and then and there delivered to your petitioner the said certificate so assigned; and your petitioner thereupon exercised the possessory ownership of said survey of land, and has paid the taxes thereon – That on or about the 27th day of April AD 1842, Oliver C Kenady the present Auditor of said County in consideration of the premises and payment of the purchase money by said Butler, and the assignment aforesaid in his official capacity as said County Auditor

executed and delivered to your petitioner a Deed in due form of law for the whole of said survey of land, and your petitioner thereupon surrendered and delivered up said certificate to said Auditor; which said Deed your petitioner exhibits as a part of this petition. — Your petitioner further states to Your Honors, that at the time of the sale of said survey of land for taxes the same had not been carried into grant, but stood upon the entry and recorded survey as aforesaid, whereby the said Butler and your petitioner acquired an inchoate legal or perfect equitable title to said survey in virtue of said purchase, but not a full and complete legal title thereto — That he has been informed and believes that the said Thomas Bowyer died some time in the year 1810 or since, but of the positive certainty of his death or the time thereof your petitioner cannot speak as of his own knowledge, and if dead he does not know the names of his heirs or legal representatives — That on the 28th day of February AD 1842, a patent issued to and in the name of the said Thomas Bowyer for said survey number 829 of 1000 acres of land, whereby the, legal title thereto became vested in the said Thomas Bowyer if living, and if dead became vested in his heirs and legal representatives, and inured to their use and benefit by and in virtue of the Statute law of Congress in such case made and provided. which said patent your petitioner exhibits as a part hereof. — to obtain which patent your petitioner paid from his own pocket a large amount of

office fees and charges, to wit, the sum of 85 dollars and seventy five cents, as by the receipt therefor will fully appear — By means of which said several premises your petitioner insists that he is well entitled to a conveyance of the legal title to said survey number 829 of 1000 acres of land, and he cannot obtain the same without the aid of the chancery powers of this honorable Court — In tender consideration whereof your petitioner prays your Honors that the said Thomas Bowyer if living or his unknown heirs and legal representatives (if dead) be made parties defendants to this petition, and duly answer the same — And upon a final hearing that your Honors will decree to your petitioner a full and perfect legal title to said survey of land in such manner and form as to your Honors may seem meet and just — or if it should be that a title could not be absolutely decreed by your honors by reason of any lien or hindrance whatever, that then and in such case would decree to your petitioner all proper charges and disbursements upon said land or on account thereof and that the same be sold for the satisfaction thereof in such manner as to your Honors may seem meet and agreeable to the Statute in such case made and provided — and finally that your Honors will extend to your petitioner all, and all other, full, general, and complete relief in the premises —

R Douglas.

State of Ohio - Union County ss -
Court of Common Pleas - April Term - 1842 -

Richard Douglas maketh oath and saith that he is the complainant in the foregoing petition - that he is informed and believes that the said Thomas Bowyer named in said petition is dead - that it is necessary to make the heirs of said Bowyer Defendants to said petition, and that he does not know the names or residence of such heirs, or any, or either of them, but he verily believes that if the said Thomas ~~Bowyer~~ Boyer be living that he does not reside in the State of Ohio, and that if he be dead none of his heirs reside in this State.

R Douglas.

Sworn to and subscribed in open Court April 28. 1842

Sam. H Gill Clerk

14 50
7 00

Filed Aug 30. 1862
Jas. M. McClerk

STATE OF OHIO, Union county, ss.—Court of Common Pleas, April term, A. D. 1842. Richard Douglass, complainant, *vs.* The unknown heirs of Thomas Bowyer, dec'd. et al., defendants. *In Chancery.* This day came the complainant and filed his petition, the object and prayer whereof is to obtain title to survey No. 829, of 1000 acres of land lying in this county, to which petition is affixed his affidavit, that he is informed and believes the said Thomas Bowyer is dead, and that he does not know the names or residence of his heirs, or any or either of them; but he verily believes that if the said Thomas Bowyer be living, he does not reside in the state of Ohio, and that if he be dead none of his heirs reside in this State. It is therefore ordered by the Court, that unless the said Thomas Bowyer, if living, or his heirs if he be dead, appear and plead, answer or demur to the said petition and the matters thereof, within sixty days from and after the next term of this Court, which commences on the 30th day of August next, the same will be taken as confessed against them, and decreed accordingly. And it is further ordered that the publication of a copy of this order in the Ohio State Journal, a newspaper published in Columbus and of general circulation in this county, for six consecutive weeks previous to the 15th day of July next, shall be good and sufficient notice to the defendants of the pendency of this suit. This dated April 28th, A. D. 1842.

The above is a correct copy of Journal entry in this case.

May 2, 1842.—6w$4 JAMES H. GILL, *Clerk.*

State of Ohio, Franklin county, ss.

Charles Scott, being duly sworn, deposeth and saith, that the notice, of which a true copy is hereunto annexed, was published in the Ohio State Journal, *a newspaper in general circulation in the county of* Union *Six* ——— *consecutive weeks from and after the* 2nd *day of* May 1842

Chas. Scott

Sworn to and subscribed before me, this

29th *day of* Aug. 1842

Thos Wood JP

Printer's fee—$ 3 75

This affidavit--$ 25

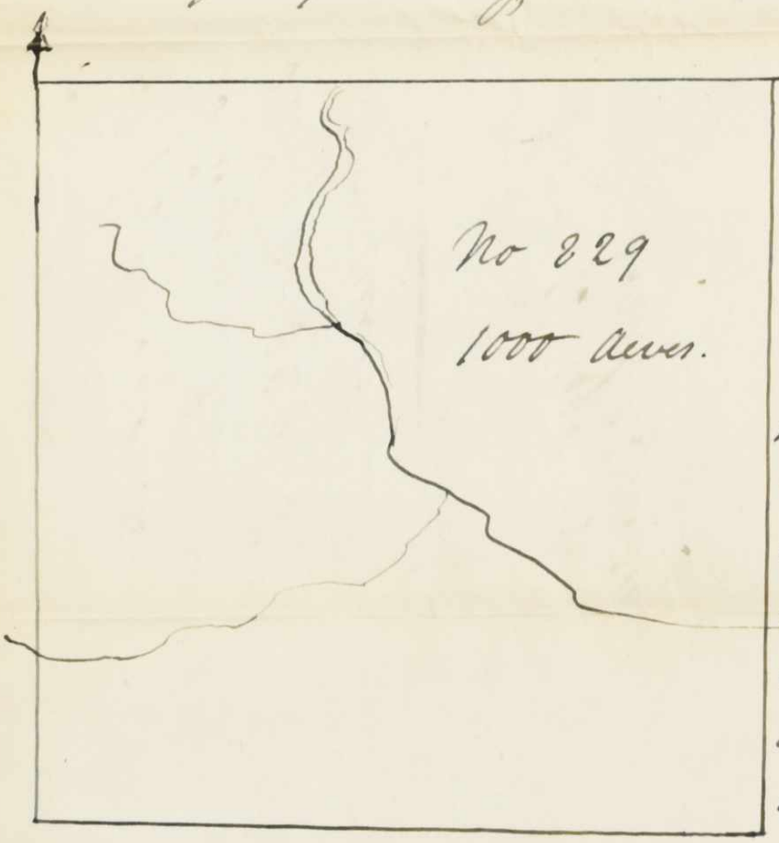
Copy of Thomas Bowyers entry and survey No 829 of 1000 acres —

Filed Nov 9th 1842
John Capiel Clk
pro tem

Filed with petition

1807 - December 5th

No 829 - Thomas Bowyer enters 1000 acres of land on part of a military warrant No 659, between Bokes and Mill Creeks - beginning S 83 E 400 poles from the southeasterly corner of James Berwicks entry No 5373, running S 83 E 400 poles, thence off at right angles S 7 W for quantity —



Surveyd for Thomas Bowyer 1000 Acres of land on part of a military warrant No 659 between Mill Creek and Bokes Creek — Beginning at two beches and a sugar tree, S 83 E 400 poles from the South east corner of Robert Means survey No 5387 in the line of Mark Vandewalls survey No 6443, running with Vandewalls line and course thence of S 83 E 400 poles crossing a branch to two beches a sugar tree and iron wood, thence S 7 W 400 poles crossing a branch at 260 poles to a dogwood ash and iron wood, thence N 83 W, 400 poles to a hickory ash and sugar tree, thence N 7 E 400 poles, crossing a branch at 110, and one at 360 poles to the beginning. —

Duncan McArthur D S
April 20th 1808

David Shaw } C C
William Henig }

June 28 - 1809

Joseph Hagner - Mkr

Ex. Doc. No. 2 page 109

Richard Douglass
vs
Chas Bowyer's heirs

Decree for costs $8.99½
Writ .41
interest on costs .12
Sheriff's fee .58
$10,90½

Filed May 27th 1844
John Cassil Clerk

Received May 20th 1844
Serving 35
Duplicate 5
Return 18
.58
W. McClintock D.S.M. for Co

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Ros, GREETING:

WHEREAS, in a certain action in Chancery lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Richard Douglas was plaintiff, and Thomas Bowyers heirs was defendant; the costs of the said Richard Douglas were taxed at eight dollars ninety nine cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Richard Douglas in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 8th day of November A. D. 1842 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 8th day of March A. D. 184[illegible]

John Cassil CLERK.