Chancery Case File

Case No. 1842-CH-0010

No. 42-CH-10

Union Common Pleas Court.

William C. Lawrence et al
Plaintiff,

AGAINST

Margaret Wood et al
Defendant.

AUG TERM. 1847

AUG TERM. 1845

Sale of Land

DECREE FOR PLAINTF

Journal 3 Page 332

Record No. 4 Page 406

Ex. Doc. Page

Union Com Pleas

Lawrence & Gill Admrs

vs Bill to sell land

Margaret Wood &
the heirs of Isa Wood dec'd

Filed April 29th 1842
James H Gill Clerk

~~29th~~ 1842

~~August~~ Ter 1842

~~XXXXXXXX~~
Cost bill made

Recorded

To the Honorable Court

The Undersigned admrs of the Estate of Ira Wood dec'd, Represent that in Settling up the Books of deceased and Collecting debts of said Estate it is found that the liabilities of the Estate amount to

that there is in the Hands of admrs to pay the same from all sources

that the debts of said Estate cannot be discharged without the Sale of the following Real Estate of which the said intestate died seized. to wit Part of Survey No 3351 Beginning at a Stake witnessed by a small hickory sapling the north east corner to a lot emerged to Adam Kolface thence with his line S. with the course of the needle 54 poles to a Stake witnessed by two Lynns and an ash in the original East line of said Survey thence with said original line N. 10° 30" W. 76 poles to a Stake in the centre of the Delaware Road thence with said Road South 64° E. 44 poles to a Stake and from the Beginning north and with the course of the needle to the same Stake in the centre of said Road containing nineteen and one fourth acres more or less also the Lot No in the Town of Monroeville

Said intestate left Margaret Wood his widow & Cynthia Wood John H. Wood Andrew J. Wood Hilas Wood & Harvey S. Wood all minors his ~~first and~~ heirs. That they pray that said widow and Heirs may be made defendants to this bill and that on final hearing your Honors would order the said lot of land to be sold that the business of settling said Estate may be closed & they will ever pray &c

Wm C Lawrence & James H Gill
in proper person

Union Com Pleas

Lea & Wood admrs

vs

Margaret Wood et al

Order of appraisement

Filed Oct 5 1844

John Cassil Clerk

Recorded

The State of Ohio } I John Cassil Clerk of
Union County. ss. } 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 + Wood
vs } On amended Bill
Margaret Wood } This cause came on to be heard
et al } upon the Bill of petitioners the ans
=wers of the Defendants and the
relinquishment of the Widow of her dower estate
in the lands and choosing to take the same
for both in the Town Lot and the Court being
fully advised in the premises do find that a
sale of a part of the reality is necessary to
complete the payment of the debts due against
said Estate. It is therefore ordered that the
Sheriff of this County by the oaths of ~~Sorre~~
Johnson, Rowland Lee and Jacob Bowser down
in the premises described in the Bill be set off
and assigned and ~~that~~ they appraise the
lands exclusive of town Lot free from and
clear of all right or claim of dower on the
part of the said Widow and that they make
return to this Court forthwith

Witness my hand and the seal
of our said Court this 2nd day of
October A.D. 1844

John Cassil Clerk

for description of land see next page

We the subscribers having been first duly sworn proceeded to view the within described land do appraise the same free from all incumbrances at 13 dollars per acre amounting to two hundred & fifty dollars & twenty cents Also to view & set off the widows right of dower in the land & town lot No. 70. & do assign her the south west corner of said lot bounding on Main Street thirty six feet and on South Street forty six feet with the improvements thereon and do appraise the balance of said lot at Two hundred & fifty dollars

Given under our hand this 3rd of October 1844

John Johnson
Rowland Lee
Jacob Bonser

"Part of survey No 3351 Begining at a stake witnessed by a small hickory sapling the north west corner to a lot conveyed to Adam Wolford thence with his line E with the course of the needle 54 poles to a stake witnessed by two Lynns and an ash in the original East line of said survey thence with said Original line N 11° 35' W 76 poles to a stake in the centre of the Delaware road thence with said Road South 64° E 44 poles to a stake and from the Begining north and with the course of the needle to the same stake in the centre of said Road containing nineteen and one fourth acres more or less also Inlot No in the Town of Marysville,

Margaret Wood et al.

Order of Appraisement.

Filed Nov. 11, 1842.
John Cassil, Clk.

Recorded

Lee & Wood
vs.
Margaret Wood et al.

On motion to the Court, by Mr. Lawrence, Counsel for the petitioner, it is ordered that Norman Chipman, Adam Wolford and William H. Frank being first duly sworn, do, upon actual view of the premises, assign to Margaret Wood her dower and make a just valuation of the following Real Estate, to wit: Part of Survey No. 3351, beginning at a stake, witnessed by a small hickory sapling the north east corner to a lot conveyed to Adam Wolford; thence with his line E. with the course of the needle 54 poles to a stake, witnessed by two lynns and an ash in the original east line of said Survey; thence with said original line S. 18° 30' W. 76 poles to a stake in the centre of the Delaware Road; thence with said road south 64° E. 44 poles to a stake, and from the beginning north, and with the course of the needle to the same stake in the centre of said road, containing nineteen and one fourth acres, more or less, and that they return such valuation to the Court of Common Pleas for 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 assign as dower to the widow six acres of land off the west line do estimate the just value of said Real Estate at ~~twelve~~ ten dollars per acre, subject to said dower, making in all, the sum of ~~two~~ one hundred and ~~thirty~~ ninety two ~~one~~ dollars, 50/100.

Dated this 11th day of November, A. D. 1842.

N. Chipman
Adam Wolford
Wm. H. Frank

Appraisers.

Union Com. Pleas

Cynthia Wood et als
vs } answer
Lawrence & Gill

filed August 30.
1842
Jas H. Gill Clerk

Recorded

To the Honorable the Court of Common Pleas
in answering to the bill of complaint of Wm C. Lawrence
& James Gill admrs of Ira Wood dec'd vs Cynthia
Wood John, Andrew Jno, Hilas, and Harvey S. Wood
say that we know nothing of the merits of the Matters
and things and beg of the Court to protect their interest
in the premises and as in duty bound they will
ever pray &c 1835

A Hall
Guardian ad litem

Union Com Pleas

Lawrence & Gill

vs

Sub in Cy

Margaret Wood &

heirs of Sia Wood

Served the within

By Copy April the 30. 1842

J. F. Woods Coroner

Service 1.25

Copys .75

Milege .5

Filed Apl 30 1842

Jas H. Gill Clk

Recorded

The State of Ohio, Union County, ss:

TO THE ~~SHERIFF~~ Coroner OF Said COUNTY, GREETING:

We command you that you summon Margaret Wood, widow, Cynthia Wood John H. Wood Andrew J. Wood Hilas Hilas Wood & Henry S. Wood

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 Petition in Chancery exhibited against them by W. C. Lawrence & James H. Gill 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 27th day of April A. D. 1842.

James H. Gill Clerk

Cyprian Lee &
Margaret Wood
Admrs of Jno Wood dec'd

Return under order
of Sale

Filed April 18, 1843.
John Cassil
Clerk.

Recorded

Cyprian Lee & Margaret Wood
Admrs of Ira Wood decd
vs
Margaret Wood 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 25th day of March 1843 in the Union Gazett a news paper 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 desirded And on the 25th day of March 1843 at the door of the Court house in the Town of Marysville in said County we proceded in accordance with said order and said advertisement to offer said real estate for sale but found no bidders

Cyprian Lee Admrs of
Ira Wood decd
Margaret Wood

April 17th 1843

Union Com Pleas

Order of sale
to admrs of Ira Wood
filed August 19. 1845

C. Lee & M. Wood Admr.
v
Margaret Wood et al

On Motion to the Court by Mr Lawrence Counsel for the petitioners. and upon producing the assignment of Dower and Appraisment herein made by John Johnson Rowland Lee and Jacob Bowser under a former order of this Court it is Ordered that the said Administrator proceed according to law to sell the lands excepting the lands (excepting so much as is covered by Dower.) described in said Petition free from and clear from all right or Claim of Dower on the part of said Widow and upon the following Terms to wit One third Cash in hand One third in One year and the residue in two years with interest from the day of Sale to be secured by Mortgage on the premises and it is further Ordered That the said Administrators make return of their proceedings in the premises to the next Term of this Court.

May 28. 1845

Lee & Wood Admrs
v
Margaret Wood et al

Why Con. under former Order.

State of Ohio Union County ss

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

In Testimony Whereof I hereunto set my hand and Official Seal this 2 day of ~~May~~ June A.D. 1845

June 2nd 1845 John Cassil Clerk

Part of Survey No 3351 Beginning at a stake witness by a small hickory sapling the north west corner to a lot surveyed to Adam Wolfard thence with his line East with the course of the needle fifty four poles to a stake witnessed by two Lynns and an Ash in the original East line of said Survey thence with said original line N 10° 30" West 76 poles to a stake in the center of the Delaware Road, thence with said Road S. 64° E. 44 poles to a stake. and from the Beginning North with the needle to the said stake in the center of said Road containing nineteen & one fourth acres more or less

Union Com. Pleas

Edee v. M Wood admrs

vs

Margaret Wood et al

Order of Sale

197
13
57
196
6½
1½
236½

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 journal of said Court at the October Term thereof AD 1844

"Rec & M Wood, admr" vs "Margaret Wood et als" } "Oct 3d 1844" "On Motion to the Court by Mr Lawrence counsel for the petitioners, and upon producing the assignment of dower and appraisement herein made by John Johnson, Rowland Lee & Jacob Bower under a former order of this Court, It is ordered that the said administrators proceed according to Law to sell the lands excepting so much as is covered by dower, described in said Petition free from and clear of all right or claim of dower on the part of said Widow, and upon the following terms, to wit; One third cash in hand, one third in one year and the residue in two years with interest from the day of sale to be secured by Mortgage on the premises, And it is further ordered, that the said administrators make return of their proceedings in the premises to the next term of this Court

In testimony whereof I have hereunto subscribed my name and affixed the seal of our said Court this 15th day of October AD 1844

John Cassil Clerk

Approved

$13.00
Iron Lot 250.00

Union Common Pleas

Lee & Wood admrs

vs

Margaret Wood et al

Order of sale

Court of Common Pleas Union County Ohio
November Term AD 1842

Cyprian Lee & Margaret Wood admrs of Ira Wood dec'd vs Margaret Wood, et als } On motion to the Court by Wm C Lawrence counsel for petitioners and upon producing the appraisment heretofore made by Norman Chipman, Adam Wolford and Wm H. Frank under the order of this Court it is ordered that the said administrators proceed acording to Law to sell the real estate in said petition described subject to the widow Margaret Wood's dower estate, and upon the following terms, to wit: one third in cash in hand and one third in one year from the sale and the ballance in two years from sale with security for the payments according to Law and it is further ordered that they make return of their proceedings to the next term of this Court.

Lee & Wood Admrs vs Margaret Wood et al } Tuesday, April 18, 1843. — 1st day Chancery Continued under former order

Lee & Wood admrs vs Margaret Wood et al } Wednesday July 5th 1843 1st day Chancery Continued under former order

Lee & Wood admrs vs Margaret Wood et al } Wednesday October 18, 1843. 1st day Chancery Continued under former order

The State of Ohio } I John Cassil Clerk of the Court of Common Pleas within and
Union County ss } 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 do hereto subscribe my name and affix the seal of said Court this 30th day of January AD 1844
John Cassil Clerk

C. Lee Adm^rx
M. Wood
vs.
M. Wood et al.

Return under Order of Sale.

Filed July 5th 1843
John Caspis Clk

Rec^d

Cyprian Lee & Margaret Wood
Administrators of Ira Wood decd
vs
Margaret Wood 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

July 3d 1843

Cyprian Lee } Admrs of Ira Wood decd

Margaret Wood

Mon Com Pleas

In Wood's
Relinquishment

Recorded

To the Honorable the Court of Com Pleas when in Session

The undersigned Widow and Relic of Isa Wood late of this County deceased hereby relinquishes her right of Dower in the Real Estate now seeking to be sold for the payment of the debts of said Estate so far as the land is concerned being convinced that it cannot be sold without loss subject to dower And I will retain my right of Dower to the extent of said lot or parcel of land in the town of Marysville in addition to my Legal right therein. Given under my hand and Seal

Attest William C. Malin

Margaret Wood (Seal)

In obedience to the within order we make return to the Court that we proceeded to sell by advertising the property described in the said order as shown by the affidavit and notice herein attached and that after notice of more than thirty days as required by law on the 19th day of August 1845 at the door of the Court house between the legal hours we proceeded to sell by public out cry and sold so much of lot No (70) as lies north of the north end of the house thereon and by a line running east & west there with across the lot for the sum of one hundred and sixty six dollars and sixty seven cents to Rodney Pricket he being the Highest and best bidder and bidding more than two thirds of the appraisement therefor secured as required and also the land containing nineteen acres and one fourth more or less was at the same place and in like manner sold to Robson for the sum of eight dollars and sixty seven cents he being the Highest and best bidder more than the two thirds of the appraisement and returned secured in like manner

WM. M[illegible]
and special Master C[illegible]
July 18, 1845.

ADMINISTRATOR'S SALE.

Pursuant to an order of the court of common pleas of the county of Union and State of Ohio, made at the November term of said Court, A. D., 1842, and to us directed, we will offer for sale at public outcry at the door of the court house in Marysville in said county of Union, on the 19th day of August 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 Ira Wood, late of said county, deceased, to wit: Part of survey No. 3351, beginning at a stake, witnessed by a hickory sapling, the northwest corner to a lot conveyed to Adam Wolford; thence with his line east with the course of the needle 54 poles to a stake, witnessed by two lynns, and an ash in the original east line north, 1030 northwest, 76 poles to a stake in the centre of the Delaware road; thence with said road, south 64, east 44 poles to a stake, and from the beginning north, and with the course of the needle to the same stake in the centre of the road, containing nineteen and one fourth acres, more or less. Said land will be sold clear of all incumbrances. Terms—One third cash in hand, one third in one year from sale, and the balance in two years from the sale; the deferred payments to be secured according to law.

—ALSO—

At the same time and place will be offered for sale at public outcry, In Lot No. [70] seventy, in the town of Marysville, Union county Ohio, except the following portions in the southwest corner of said Lot, to wit: Thirty-six feet bounding on Main street, and on South street forty-six feet with the improvements thereon—conditions of sale same as the above land.—Order of sale made October Term, 1844.

CYPRIAN LEE, Admr.
MARGARET WOOD, Admx.
July 18, 1845.

Cyprian Lee
Margaret Wood Adm[illegible]

[illegible] Personally appeared in open court R. G. Cassil publisher of the Argus a weekly newspaper published in the County of Union who being duly sworn says that the appended notice appeared in for five consecutive weeks in the said paper prior to the Commencement of this term and further saith not.

Sworn to and subscribed
[illegible]gust 1845

In obedience to the within order we make return to the Court that we proceeded to sell by advertising the property described in the said order as shown by the affidavit and notice herein attached and that after notice of more than thirty days as required by law on the 19th day of August 1845 at the door of the Court house between the legal hours we proceeded to sell by public out cry and sold so much of Lot No (70) as lies north of the north end of the house thereon and by a line running east & west there with across the lot for the sum of one hundred and sixty six dollars and sixty seven cents to Rodney Picket he being the Highest and best bidder and bidding more than two thirds the appraisement therefor secured as required and also the land containing nineteen acres and one fourth more or less was at the same time and place and in like manner sold to Robson L. Broome for the sum of eight dollars and sixty seven cents per acre he being the Highest and best bidder and bidding more than the two thirds the appraisement as aforesaid and returned secured in like manner all of which is respectfully submitted

Cyprian Lee
Margaret Wood Admrs

State of Ohio
Union County ss Personally appeared in open court R. G. Cassil publisher of the Argus a weekly newspaper published in the County of Union who being duly sworn says that the appended notice appeared for five consecutive weeks in the said paper prior to the Commencement of this term and further saith not.

Sworn to and subscribed
August 1845

SHERIFF SALE.

James E. Woodbridge vs. Benjamin Fisher.

By virtue of a writ of venditioni exponas to me directed from the court of common pleas of Knox county Ohio, will offer for sale at the door of the court house in Marysville in Union co Ohio, on the 2nd day of September A. D. 1845, between the legal hours, the following lands, to wit: one hundred and fifty four acres of land in survey No. 6307, deeded to B. Fisher by Philip Plummer. Taken in execution

W. M. ROBINSON, Sh'ff.

August 1, 1845.

in executing square, one flooring gague, one side hook, one munton box. Taken in execution at the suit of Thomas Wood and Wm. L. Gibson vs Wm. Brown.

MARGARET WOOD, Admx.

July 18, 1845.

In obedience to the within order we make return to the Court that we proceeded to sell by advertising the property described in the said order as shewn by the affidavit and notice herein attached and that after notice of more than thirty days as required by law on the 19th day of August 1845 at the door of the Court house between the legal hours we proceeded to sell by public out cry and sold so much of Lot No (70) as lies north of the north end of the house thereon and by a line running east & west there with across the lot for the sum of one hundred and sixty six dollars and sixty seven cents to Rodney Picket he being the Highest and best bidder and bidding more than two thirds of the appraisement, therefor secured as required and also the land containing nineteen acres and one fourth more or less was at the same time and place and in like manner sold to Robson L. Broome for the sum of eight dollars and sixty seven cents per acre he being the Highest and best bidder and bidding more than the two thirds the appraisement as aforesaid and returned secured in like manner

All of which is respectfully submitted

Cyprian Lee
Margaret Mod Adams

WM. M. K... and special Master ... Ohio
July 18, 1845.

ADMINISTRATOR'S SALE.
Pursuant to an order of the court of common pleas of the county of Union and

AN OUTRAGE.
On the evening of the 9th of July after dark, several slaves, attempted to make their escape from bondage in Virginia. They crossed the Ohio Riv

MARYSVILLE - - August 8, 1845.
PUBLISHED BY G. A. CASSIL

Vol. 2.

State of Ohio
Union County ss

Personally appeared in open court R. G. Cassil publisher of the Argus a weekly newspaper published in the County of Union who being duly sworn says that the appended notice appeared in for five consecutive weeks in the said paper prior to the commencement of this term and further saith not.

Sworn to and subscribed
this day of August 1845

Filed Oct 18th 1849
John Capie
Clerk

3 Rec'd

Cyprian Lee & Margarett Wood
Adminstrators of Ira Wood decd
vs
Margarett Wood et al

In pursuance of an order made in this case at Novemberterm A.D 1842 we gave notice by advertisement inserted four weeks successively prior to the ~~fifth day~~ fourteenth day of Octr 1843 in the Union Journal a news paper published in the county of Union that on the 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 Maryville in said County we proceeded in accordance with said order and said advertisement to offer said real estate for sale but found no bidders

Octr 14th 1843

Cyprian Lee
M. Wood
Admrs of Ira Wood decd

Rec.d

The Answer of the Minors, Defendants, to the amended Bill for the Sale of Realty by the Administrator of Ira Wood deceased

These Defendants Now come and file this further answer to Bill of Complainants and say that they can not gainsay any of the allegations in the said Bill contained and submit the case to the Learned discretion of the Court

~~By~~ John Wood

Leroy A Wood the guardian of Thomas Wood

Harvey Wood By P. B. Cole

the Guardian ad litem

Apl 5. 1845

5

Cyprian Lee & Margaret Wood
Administrators of Ira Wood decd
Vs
Margaret Wood et al

In pursuance of an order made in this case at November term 1842 also an other order made at October term 1844 We gave notice by advertisement inserted four weeks successively prior to the 5th day of April 1845 in the Argus a news paper published in the County of Union that on the 5th day of April 1845 we would offer for sale the real estate in the petition in this case described and on the 5th 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 but found no bidders

April 5th 1845

Cyprian Lee (Administrators
Margaret Wood of
(Ira Wood decd

C Lee x
M Wood } Adm^rs

vs

M. Wood et al

Return under Order of Sale

Filed Oct 9th 1844
John Cassie Clk

4

Cyprian Lee & Margaret Wood
Administrators of Ira Wood decd
vs
Margaret Wood 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 29th day of June 1844 in the Argus a news paper published in the county of Union that on the said 29th day of June 1844 we would offer for sale the real estate in the petition in this case described and on the 29th day of June 1844 at the doore 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 June 29th 1844

Cyprian Lee
Administrators of Ira Wood decd

No. 42-CH-10

Union Common Pleas Court.

C Lee et al Admr,
Plaintiff,

AGAINST

Cynthia Wood
Defendant.

AUG TERM, 1849

DECREE FOR PLAINTF

Journal 4 Page 234

Record No. 5 Page 445

Ex. Doc. Page

Lu & Wood adms
vs
Cynthia Woodcock

Filed August 16. 1849
James Kirkpatrick Clk

The State of Ohio,
Union County, ss }

I, Cyprian Lee, one of the administrators of Ira Wood deceased make oath and say that a notice, of which the annexed is a true copy, was published four weeks successively, immediately previous to the 14th day of August A. D. 1849 in the Argus, a newspaper of general circulation in the County of Union, where said Ira Wood deceased last dwelt.

C Lee Adm^r

Sworn to and subscribed in open Court this 16th day of August A. D. 1849.

James Kirkpatrick Clerk

SALE of Real Estate by order of Court. On the 14th day of August A. D. 1849, at 1 o'clock P. M., at the door of the CourtHouse, in Marysville, Ohio, will be sold to the highest bidder, the following real estate as the property of Ira Wood, deceased, to wit: thirty-six feet off of In Lot No 70, in the Town of Marysville, Union county, Ohio; lying on the South side of said lot, subject to the dower of the Widow, which covers 36 feet on main street, extending back 46 feet. Appraised at $150,00. Terms of sale; one half cash in hand, and the ballance in one year with interest, to be secured by mortgage on the premises. C. LEE.
MARGARET WOOD.
Administrators of Ira Wood, deceased.
July 11, 1849. n6w4

C. L. & M. Wood Adams
vs
Cynthia Wood et al

Report of sale

Filed August 16, 1849
James Kirkpatrick Jr Clk

Cyprian Lee &
Margaret Wood
Administrators of the
estate of Ira Wood dec.
vs.
Cynthia Wood et als

In Union Common Pleas
Petition to sell lands

In pursuance of an order of sale made at the May Term 1849 of said Court, I gave notice of sale in due form of law, and at the time and place mentioned in said notice for said sale, to wit: at the door of ~~the Court~~ the Court House in Marysville Ohio, on the 14th day of August A. D. 1849 we offered said property at public vendue, and George Hawley having bid therefor One Hundred Dollars, and he being the highest and best bidder, and the same being two thirds of the appraised value thereof, we we struck off and sold the same to him for that sum.

C. Lee } Adm^rs of
Margaret Wood } Ira Wood Dec^d

Fees
Publication of Notice $1,00

To the Court of Common Pleas of Union County

In obedience to the within order we having been first duly sworn upon actual view of the premises do estimate the just value of the within described real estate (subject to the widdows dower) at one Hundred & fifty dollars

July 3 1847

W. H. Frank
B. Nelson

I protest to this above valuation
W. W. Woods

appraisers fees $1.50

Sold to George Hively
$100,

Union Com. Pleas
C. Sel & Margaretta Woods
vs
Cynthia Woods & others
Order of Appraisement & Sale

Costs received
Nov 9

Recorded

C See & Margaret Wood admrs.
vs
Cynthia Wood et als

Pet to Sell Land.

On Motion to the Court by Messrs. Allison & Henry Counsel for Petitioners

It is Ordered that Bill Mech. W. H. Frank and William W Woods, being first duly Sworn do upon actual view of the premises make a just Valuation of the following real estate Vizt. thirty six feet off the South side of Sub lot No. 70. in the town of Marysville Union County Ohio. Subject to the dower of Margaret Wood as heretofore assigned by Order of this Court. And make return of their Valuation, and it is further Ordered that the said Petitioners after the return of the appraisors herein above appointed, proceed according to Law to sell the balance of the real Estate in their petition mentioned, which remains unsold subject to the said dower estate of the said Margaret Wood, and upon the following terms Vizt. One half Cash in hand and the balance in One year with interest from the day of sale to be secured by Mortgage on the premises, the real estate hereby Ordered to be sold is as follows Vizt. thirty six feet off the south side of Sub lot No 70 in the Town of Marysville Union County Ohio. and it is further Ordered, that the petitioners make return of their proceedings in the premises to the next term of this Court, & this cause Continued,

The State of Ohio Union County ss.

I James Kinkade Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio. do hereby Certify the foregoing Entry to be true Copied from the Journal of said Court, of the Term of May AD 1849.

Witness my hand and Seal of Office at Marysville this 29. Day of June AD 1849

James Kinkade Clerk.

Widdows Dower
36 ft. front & 46 ft Back

Chancery Case File

Case No. 1842-CH-0011

No 42-CH-11

Union Common Pleas Court.

Thomas M Kickeyette
Plaintiff,

AGAINST

Silas G Stringfellow
Defendant.

OCT TERM, 1845

DECREE FOR PLAINTF

Recorded &
Indexed.

Journal 3 Page 367

Record No. 4 Page 434

Ex. Doc. Page

May have the appropriate process on the bill &c
J. M. Hickey

Atway Davis
for Complts.

Thomas M. Hickey and
Catharine A. Hickey, his
wife } Bill in Ch^y &c
vs } Exhibits.
Silas G. Strong, and
Stephen F. Kinney.
Filed June 7th 1842
James H. Gell Clerk

Sub^d for decree

Recorded

common Law, they are compelled very reluctantly to file this bill for a specific performance or a rescission of the said contract, and to subject the said tract of land to the satisfaction of the ballance of the purchase money due for the same as herein before [illegible] if the contract is not rescinded or the purchase money paid, with interest, as required by the plaintiff's answer [illegible] upon a rescission of the contract the Complainants are advised that as said Strong holds the said bond of Mrs Catharine, which is not assigned to said Kinney, and as they have no privity in the contract between said Strong and Kinney, it is proper for them to make their deed to said Strong for said land. The Complainants file with this bill a deed of conveyance for said tract of land which they tender to be delivered upon the payment of the purchase money. Sarah A. M. Barry has united in the deed who holds an undivided third of the title. The Complainants do not admit the necessity [illegible] and are advised that they are entitled

$140.00/100 One year from and after this Date I promise to pay to the Order of Catharine A Barry One hundred and forty Dollars with Interest for Value Recd Marysville Tenn 29th 1837

Silas G Strong

to this bill, and that they may be compelled [illegible] perfect answer to make to all and singular the allegations of this bill, and that said Strong may be decreed to pay to your orator and oratrix the ballance due them for the purchase of said tract of land, and that said tract of land may be subjected to the satisfaction of said ballance of the purchase money, by decree and sale for that purpose, or that said contract may be rescinded, and that your orator and oratrix may have such other and further decree, order and relief which comports with equity and suits their case, and that they

Received December 12th 1839 on the within one hundred dollars

Levi Phelps for
J M Hickey

$170.

A

Hickey
To
Phelps
Note

of this tender of a deed, and are advised that they are entitled to the relief which they seek on said contract without the tender of a deed, but they make the tender out of abundant caution, and to prevent any pretext for the failure of said Strong to comply with his contract. Said deed is marked C.

Wherefore your orator & oratrix pray that the said Silas G. Strong and Stephen A. Kinney, and Timothy Barry may be made defendants to this bill, and that they may be compelled full true and perfect answer to make to all and singular the allegations of this bill, and that said Strong may be decreed to pay to your orator and oratrix the ballance due them for the purchase of said tract of land, and that said tract of land may be subjected to the satisfaction of said ballance of the purchase money, by decree and sale for that purpose, or that said contract may be rescinded, and that your orator and oratrix may have such other and further decree, order and relief which comports with equity and suits their case, and that they

Strong

Co } Note

Barry

$140.

B.

$140.00/100

Two years from & after this Date I promise to pay to the Order of Cathan A Barry One hundred and forty Dollars with interest from this Date for Value Recd – Marysville June 29th 1837

Silas G Strong –

Attested Copy of
Will, & probate thereof,
of Thomas M. Hickey dec.

Filed July 6th 1843
John Cassell Clerk

Recorded

The Last Will and Testament of Thomas M. Hickey. I give devise and bequeath to my wife Catharine A Hickey my whole Estate real and personal. I appoint my said wife Executrix of this Will and dispence with any security Witness my hand and seal this 8th Feb 1842

T M Hickey (Seal)

Fayette County Set January Court 1843

The foregoing last Will and Testament of Thomas M Hickey deceased was produced in Court and proven by the oaths of Walter B Redd. M C Johnson. J H Hunt and James E Rodes to be wholly in the hand writing of said decedent and ordered to be recorded, which is done

Att James E Rodes c

Commonwealth of Kentucky Fayette County Set.

I James E Rodes clerk of the County Court for the County aforesaid do certify that the foregoing Last Will and Testament of Thomas M. Hickey dec.d is truly and accurately transcribed from the records of the same in my Office.

In Testimony Whereof I have hereunto set my hand and affixed the seal of said Court which is the seal of my said Office at Lexington Ky this 14th day of June 1843 and of the Commonwealth the 52d Year

Att James E Rodes c.f.c

Fayette County Set.

I James E Davis the Presiding Judge and Justice of the County Court in and for the County afs.d do certify that James E Rodes whose name is signed to the above certificate is and was at the time of signing the same the clerk of said Court duly Commissioned and qualified according to law and that his said certificate and attestation is in due form Given under my hand this 14th

day of June Eighteen hundred and forty three

Jas E. Davis P.J.P.F.C.C.

Fayette County Sct.

I James C. Rodes clerk of the County Court for the County aforesd do certify that James E. Davis whose name is signed to the above certificate is and was at the date thereof, the Presiding Judge and Justice of said Court, duly Commissioned and qualified according to law, and that his said certificate and attestation is in due form. Given under my hand this 14th day of June 1843.

Attest James C. Rodes cfcc

Rec^d this Order Sept 20. 1845.
I. Offered the property viz: Ten acres of Survey No 3354, beginning at a stake in the Bellfontan State Road in the East line of of Said Survey thence with said Road N. 32 poles to a stake thence S 9° 25 E 50 poles to a stake in Adam Wolfords line thence with his line E 32 poles to a stake in Said East line of Survey thence with said Original line N 9° 25 W. 50 poles to the beginning — On the 22nd day of Oct: A.D 1845. at the Door of the Court House, Having previously Advertised as directed by law, I Sold and Struck off to Levi Phelps. the above described lot, for the sum of Two hundred dollars, he being the highest and best bidder & that, being the 2/3 of the appraised Value thereof.

James Turner Master in Chancery

Union Com^th Decree
Catherine A Pickey
vs
Mich^l Pickey &
Stephen A Pickey

Order of Sale, Mas. Com.

Received this writ Sept 20th 1845

Serv —	35
Mile	05
Adv	25
Bond.	4.00
M. Chy —	4.65
Fee	3.00
Total	7.65

Filed Oct. 24th 1845
John Caper, Clk.

The State of Ohio } I John Cassil Clerk of the Court of Common Pleas
Union County ss } within and for the County of Union and State of Ohio, do hereby
certify the following Entries are truly taken and copied from
the journals of said Court

October Term 1844

Catherine A. Hickey }
vs } In Chancery
Silas G. Strong & }
Stephen F. Kinney } This cause came on to be heard
upon the Bill and exhibits (the Defendants
failing to plead, answer, or demur to said Bill)
and was argued by Counsel; On consideration whereof and in pursuance
of the agreement of the parties on file with the papers in this case it is
ordered and decreed that the said bill be taken as confessed against
said defendants and that said Silas G. Strong and Stephen F. Kinney
within thirty days pay to the Master Commissioner of this Court for
the use of said Complainant One Hundred and Eighty five dol
=lars, the residue of the purchase money in said bill mentioned
with interest thereon from the 20th day of April 1844, and
in default thereof that the Master Commissioner of this Court
proceed to sell the premises in said bill mentioned or as much
thereof as will pay the said residue of purchase money and the
costs of this suit taxed at $ And it is further ordered
that said Master ascertain and report to the Court at their next
term what portion of the consideration money was paid by said
Strong and Kinney respectively on said agreement above
mentioned. And afterwards to wit at the May
Term 1845. "This cause was continued under former
order." And afterwards to wit at the August Term 1845 "This cause
was continued under former order

In testimony whereof I have hereunto subscribed my
name and affixed the seal of our said Court this
20th day of September AD 1845

John Cassil Clerk

C A Barry
vs
Strong & Kinney

Agreement of Counsel

Recorded

Filed October 18th 1843
John Cassil Clerk

Catherine A Barry — In Chy

vs

Silas G Strong and Stephen T. Kinney.

This cause is continued & referred by agreement to the master commissioner of this Court to take an account between the Deft Strong & Kinney and to report within 60 days what amount of the purchase money is still due Complt in promissory in equity should be paid by said Strong & what part by said Kinney and said Defts agree to final decree at the next term of this Court waiving all right of appeal or resistance in any way. C C Chase atty for Complt.

Oct. 19th 1843

A Hall atty for Defts

Union Com. Pleas

Hickey et al.
vs.
Strong et al.

Served by leaving certified Copy upon S. F. Kinney by Acknowledge of S. Strong Nov 8. 1842 A M Barry
not found N N Steele Sheff

Serv	75
Mile	05
Copy	10
	.90

Filed Nov. 8, 1842.
John Cassil, Cl. C.P.

I accept service of the within Nov 8th 1842
Silas G Strong

Recorded

The State of Ohio, Union County, ss:

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

We command you that you summon Silas J. Strong, Stephen F. Kinney, and Armisted M. Barry,

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 Thomas M. Hickey & Catharine A. Hickey his wife 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,~~ John Cassil pro tem Clerk of said Court at the Court house in Marysville, this 8th day of November, A. D. 1842.

John Cassil, Clerk pt.

Union Common Pleas

C. A. Hickey

vs

Strong & Kinney

Sub. in Chancery

Served by Certified
Copies July 7. 1843
W. W. Stutchfield

Ser	55
Mile	5
Copies	20
	80

35

Filed July 7th 1843
John Cassil
Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Silas G. Stony & Stephen T. Kinney

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Fourth ~~day of~~ ~~next ensuing~~, to answer a Bill

in Chancery, exhibited against them by Catharine Armisted Hickey

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 6th day of July

A. D, 1843

John Cassil Clerk of Com. Pleas.

Recorded

Thomas M. Hickey
and Catharine A. Hickey
his Wife,
vs.
Silas G. Strong, &
Stephen F. Kinney, &
Armistead M. Barry.

Union Common Pleas;
In Chancery:

I hereby authorize and empower any Attorney at Law to waive process and service thereof, in my behalf, and enter my appearance in said Court, in this Case.

A. M. Barry

May 26th 1842.

Catharine A. Hickey
vs
Strong & Kinney

Order of Sale

Service	35
Advertising	25
Printers fee	300

James Turner
Master in Chancery

Filed Aug 19. 1845
John Carroll Clk

Record

Received this writ July 17th 1845
advertised the within Real estate
July 17th 1845 in the arsco a paper printed
in said County of Lincoln to be sold at
the door of the Court House in said County
on the 19th day of August 1845 between
the legal hours offered the same for sale
at the door of the Court house in said County
August 18th 1845 no sale for want of
Bidders

James Turner Master in
Chancery

The State of Ohio union County, ss.

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 following entries are correctly copied from the journals of said Court, to wit; October Term 1844

Tuesday Oct 1st 1844 —— 1st day

Catharine A. Hickey
vs
Silas G. Strong and
Stephen F Kinney

} Chancery

This cause came on to be heard upon the bill and exhibits, (the Defendants failing to plead answer or demur to said bill) and was argued by Counsel; on consideration whereof, and in pursuance of the agreement of the parties on file with the papers in this case, it is ordered and decreed that the said bill be taken as confessed against said defendants, and that said Silas G. Strong and Stephen F. Kinney within thirty days, pay to the Master Commissioner of this court, for the use of said Complainant, one Hundred and eighty five dollars, the residue of the purchase money in said bill mentioned with interest thereon from the 20th April 1844, and in default thereof that the Master Commissioner of this Court proceed to sell the premises in said bill mentioned, or as much thereof as will pay the said residue of purchase money and the costs of this suit taxed at $ and it is further ordered that said Master ascertain and report to the Court at their next term what portion of the consideration money was paid by said Strong and Kinney respectively on said agreement above mentioned. "And afterwards at the May Term 1845"

Catharine A Hickey
vs
Strong & Kinney

} Continued under former order of sale

In testimony whereof I have hereunto set my hand and seal of office this 17th day of July A. D 1845 John Cafsil, Clerk

USAne

Catharine A. Hickey
vs
Silas G. Throy &
Stephen F. Kinney
} Chancery

To the Clk of
Union C.P.
} Issue order of sale in the above cases.

Otway Curry
Atty for pltff's

State of Ohio Union Co

John B S

T. M. Hickey & Wife
~~Deed~~ Powerlett
To
A M Bunny

Executed
May 10th 1841.

Cathin A Hickey
To Power
A M Bunney

May 12th 1843

Hickey & Wife
To Power-atty
A M Bunny

May 16th 1842

16
8
128

16
11
16
16
176

2
3
3
3
11

Catharine A. Hickey
vs.
Stephen F. Kinney &
Silas C. Strong.

Issue an order
of sale to the Master, in this case
Otway Berry
pltff's atty.

To the Clerk of
Union Common Pleas.

Recd this writ Novr. 22nd 1844. Levied upon Ten acres of Land, Survey No 3354. Beginning at a Stake in the Bellefontain State road, in the East line of said Survey. thence running West, with said road 32 poles to a Stake thence S 9° 25" E 50 poles to a Stake, thence with Adam Wolfords line E. 32 poles to a Stake, thence with said East line of Survey N 9° 25" W. to the Beginning — I Offered the same for Sale on the 24th day of May 1845. — Having previously appraised the same at Thirty dollars per acre, by the oaths of John Johnson, Bill Welch & Wm W. Steele, and also having advertised agreable to the requirements of the Statute No Sale for want of Bidders

James Turner Master in Chancery

Circuit Court Pleas

Catherine A. Barr

vs

Niles Patterson & William Patterson

Order of Reference

Receive of Niles & William Patterson Twenty dollars on the within $42.56.6

Levy	.35
Adv.	.25
Engrossment	1.00
Appraiser	10
Sheriff	.05
	1.75
Commissioner	.85
Printers fee	3.00
Sheriffs	1.50
	$7.00

Filed May 26th 1845 John Coffee, Clerk

Catharine A Barry
vs
Silas G Strong
Stephen F Kinny

In this Case i find by examination that there was due from Silas G Strong on the 20th day of April 1844 of the consideration money the sume of Ninety two dollars and twelve cents and was due from Stephen F Kinny at the same time the sume of Ninety two dollars eighty eight cents this being each ones proportion of the considera=tion Money at that time

May 26th 1845 James Lemon
Master Commissioner
Lucas County Ohio

Catharine A Barry
vs } Masters Report
Silas G Strong
Stephen F Kinney

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.

Oct 1st 1844.

Catherine A. Hickey
vs } In Chancery
Silas G. Strong &
Stephen F. Kinney } This cause came on to be heard upon the bill and exhibits (the Defendants failing to plead answer or demur to said bill) and was argued by counsel; on consideration whereof and in pursuance of the agreement of the parties on file with the papers in this case it is ordered and decreed that the said bill be taken as confessed against said defendants and that said Silas G. Strong and Stephen F. Kinney within thirty days pay to the Master Commissioner of this Court for the use of said complainant One Hundred and eighty five dollars, the residue of the purchase money in said bill mentioned, with interest thereon from the 20th day of April 1844 and in default thereof that the master Commissioner of this Court proceed to sell the premises in said bill mentioned, or as much thereof as will pay the said residue of purchase money and the costs of this suit taxed at $ And it is further ordered that said Master ascertain and report to the Court at their next term what portion of the consideration money was paid by said Strong and Kinney respectively on said agreement above mentioned

In testimony thereof I have hereunto subscribed my name and affixed the seal of our said Court this 22nd day of November AD 1844

John Cassil Clerk

Hickey, by his said last will and testament, appointed your petitioner executrix of his said last will and testament. That said last will and testament was duly admitted to probate in the County Court of the County of Fayette, in the State of Kentucky, at the January term thereof A. D. 1843, (all which will appear by an attested copy of said will and probate, herewith filed and made and exhibit in said Cause.)

Your petitioner therefore prays that she may be made a party complainant, in her character as executrix of said Thomas M. Hickey dec'd, in said suit in Chancery so instituted as aforesaid by said Thomas M. Hickey and your petitioner, against said Silas C. Strong and Stephen F. Kinney; — that said suit may be revived; — that said defendants may be compelled to answer fully the premises; — that said suit may be proceeded with and disposed of in manner as if the death of said Thomas M. Hickey had not occurred; — and that such other and general relief may be afforded to your petitioner as justice and equity may require.

Otway Curry
Sol. for petitioner.

Catharine A. Hickey
vs
S. C. Strong &
S. F. Kinney

Bill in Chancery

Filed July 6th 1843
John Coffee Clerk

Recorded

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

Catharine Armistead Hickey, of the City of Lexington in the State of Kentucky, represents to the Court that on the 7th day of June A. D. 1842 Thomas M. Hickey and your petitioner filed their bill in Chancery in your honorable Court, against Silas G. Strong and Stephen F. Kinney setting forth, substantially, that on the 29th of June 1837 your petitioner (then a feme sole, & named Catharine A. Barry) by Armistead M. Barry her attorney in fact, entered into a Contract for the sale of a certain parcel of land, in said bill described, to Silas G. Strong of the County of Union, Ohio, for four hundred and twenty dollars, payable in three payments; one in hand, and the other two in one and two years, for which said last two payments said Strong executed to said Catharine A. his two several notes of hand. That a small part of said money had been paid, while the greater part thereof remained unpaid. That at the time of the execution of said notes said agent of said Catharine A. executed to said Strong a title bond for said land. That in the month of May A. D. 1838 said Thomas M. and said Catharine A were united in marriage. That they had always been and still were able and willing to comply with said bond. That said bond had been assigned by said Strong to Stephen F. Kinney of said County of Union, who claimed that said Strong bought said land for his (said Kinney's) use and benefit. That said Strong and Kinney had had uninterrupted possession of said land, & had greatly improved the same. Said Bill tenders a deed for said land, and prays a specific performance, or, in the alternative, a rescision of said Contract, and the sale of said land to pay the balance of said purchase money.

And your petitioner further represents, that on the 29th day of December A. D. 1842, the said Thomas M. Hickey died, leaving said suit undetermined. That the said Thomas M. Hickey on the 8th day of February 1842 executed in proper form his last will and testament, making your petitioner his sole devisee. That the said Thomas M.

Catharine Armistead Hickey
vs.
Silas G. Strong &
Stephen J. Kinney

In Chancery:

Issue Subpoena in Chancery in this case

Otway Curry
Compt.ts Sol.

To John Cassil Esq.
Clk. Ct. Com. pleas.
Union County Ohio.

Catharine A Barry
vs
Silas G Strong
Stephen F Kinney
Copy of appraisement

Filed April 10th 1845
John Cafoil Clk

Catharine A Barry
vs
Silas G Strong
Stephen J Kinney

We the under signed being called upon to view and appraise the following described Land to wit Part of Survey No. 3354 near the Town of Marysville in the County of Union Begining at a Stake in the Bellefontain State Road in the East line of the original Survey thence running with said road west 32 poles to a Stake thence S 9° 25 E fifty poles to a Stake in Adam Walfords line thence with said Walfords line East 32 poles to a Stake in said East line of the original Survey thence with said original line correcting the course there of N 9° 25 W 50 poles to the Begining Containing Ten Acres More or less after being first duly Sworn by James Lumer Master commission for the County of Union State of ohio we proceed to view the above described premises and we estimate the value thereof at Thirty dollars per Acre Given under our hands and seals this 9th day of April AD 1845

B Weget (Seal)
John Johnson (Seal)
Wm W Steele (Seal)

fee $1.50

the above named Bill Weler John Johnson and Wm W Steele Personally appeared before me and made Solem oath to discharge the duties of appraisers of the within describe property impartially according to Law and the best of their abilities Given under my hand this 9th day of April AD 1845

James Lumer
Master commissioner of
Union County ohio

I certify the above to be a true copy of the original
April 10th 1845 James Lumer Master commissioner
U. C. O

To the Hon. the Judges of the Court of Common Pleas of the County of Union, in the State of Ohio, sitting in Chancery your orator Thomas M. Hickey, and your oratrix Catharine Armistead Hickey his wife, of the city of Lexington in the State of Kentucky, complaining respectfully represent:

That on or about the 25th day of June, in the year 1837, your oratrix, Catharine A. (who was then a feme sole, and named Catharine A. Barry) by Armistead M. Barry, her agent and attorney in fact, entered into and concluded an executory contract with one Silas G. Strong, a citizen and resident of Union County, Ohio, (who is prayed to be made a defendant to this bill) for the sale and conveyance by the said Catharine A. to the said Silas G. Strong of a tract of land, the property of said Catharine A. in said county of Union, near Marysville, part of military survey, number 3354, the tract sold being of about eighteen acres, on the Belle fontaine road, and binding on the east line of said military survey, and on the South side of the said Belle fontaine road.

The aggregate of the consideration for said tract was four hundred and twenty dollars, which was payable, one third in hand, and the ballance in one and two years. The first payment was made, as your orator & oratrix are informed & believe, and the two notes of said Silas G. to said Catharine A. given for the ballance of the purchase money, to wit, a note for $140, dated the 25th 1837 payable with interest one year after date and another note for $140, with the same date payable with interest two years after date: as appears by said notes filed herewith as a part of this bill marked A and B. Said notes remain due and unpaid, except a payment of one hundred dollars

indorsed on the note payable in one year, made on the 12th Dec 1839. When said notes were delivered to the agent of your oratrix, her said agent executed and delivered to said Strong, in the name of your oratrix a bond in the penalty of $1000, conditioned for the conveyance of the title of said land to said Strong or his assigns, upon the payment of the purchase money, and the title was retained by your oratrix, as a security for the payment of the purchase money.

In the month of May, in the year 1838 your orator and oratrix were united in marriage. They have never seen the bond aforesaid executed by A. M. Barry, agent as aforesaid to said Strong; but said Catharine before her said marriage, and your orator & oratrix ever since have been, and now are able and willing to comply with it. It is held by said Strong or his assignee, and your orator and oratrix pray that said Strong or his assignee may be compelled to produce it, and file it with his answer to this bill.

Your orator & oratrix further show that said tract of land is now held and claimed by one Stephen F. Kinney under and by virtue of said purchase by Strong, and said Kinney contends that said Strong bought it for the use of said Kinney ——— and in the absence of said Kinney ——— assumed the position and responsibility of the purchaser as aforesaid and the said Strong and Kinney have had the free and uninterrupted possession and use of said tract of land ever since said purchase, and greatly injured said land by making brick thereon; but your orator and oratrix have been compelled to pay the taxes on it, amounting to $ each year, and the use of the land and the timber and wood taken from it for the use of said Strong and Kinney, greatly exceed the value of any improvements made on it, and the interest on so much of the purchase money as has been paid. The complainants have waited and the alleged said Strong and Kinney and have repeatedly been disappointed, after repeated promises of payment very patiently for several years, and have come to the conclusion that they will never pay without suit, and being informed that the collection of the money due to them is doubtful, if not hopeless, by the ordinary process of the

JUL 1843

No. 42-CH-12

Union Common Pleas Court.

Dibble Rayco
Plaintiff,

AGAINST

James L Ward
Defendant.

JUN 1884433

JUL 1843

~~Dismissed for pltff~~

Dismissed at pltff cost

No Record.

Journal 3 Page 160

Record No. Page

Ex. Doc. Page

which may be due and owing from said Chipman to said James L. Ward, to petitioners — and for such other and full relief as equity and good conscience may require in the premises.

A Hall Sol
per Complts

State of Ohio, Union County, ss.

I, James E. Harriott, Agent for said Dibble, Fray & Co. being duly sworn, depose and say, that all the several matters and things which are stated in the foregoing Bill, as from the information of others, I believe to be true; and that all the several other matters and things therein set forth, are true in substance and in fact.

James E Harriott

Sworn to and subscribed before me this 20th day of ~~A. D.~~ June, A. D. 1842.

Wm H. Frank JP
Justice of the Peace

Dibble Fray & Co
v
James L Ward
Norman Chipman
et al

Subpoena a writ of
Sequestration to issue as
prayed for in this bill
upon Complainants
giving Bond to the ac
=ceptance of the Clerk
in the sum of One
hundred dollars Seal

20th 1842
Filed Feb 20th 1842
Saml H Fitch Clk

Order
Absente
Judge

Cont. till next
1843

Rec'd in Compt

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

Lewis R. Dibblee, Enos Pray and Charles C. Richardson, partners in trade under the name, firm and style of "Dibblee, Pray & Co." of the City of New York, by petition represent and state to the Court, that on or about the 16th day of March, A.D. 1841, one James L. Ward, of the said County of Union, whom your petitioners pray may be made defendant to this bill, was indebted to petitioners in the sum of $258.77, for the price and value of goods, wares and merchandize purchased by said Ward of petitioners — for which said sum the said Ward, then at the City of New York, executed to petitioners, by their firm name aforesaid, his promissory note, due six months after the date thereof.

Your petitioners further represent, that said Ward was then, and continued for some time thereafter, a Retailer of Dry Goods, Groceries, &c. in Ma=ryville in said County of Union.

Your petitioners further state, that after said note became due, and said Ward, though often requested, neglected and refused to pay the same, petitioners did, on the 3d day of November, 1841, cause suit to be commenced upon said note against said Ward upon the law side of this Court.

Your petitioners further state that for some time after the commencement of said suit, to wit, until some time in March 1842 the said Ward continued to retail goods and own the entire stock, although repeated evidences of efforts on the part of said Ward, were exhibited, to place the goods out of his hands, or out of the reach of the process of this Court, before judgment could be obtained against said Ward by your petitioners.— And so it was, that some time in March last aforesaid, one Norman Chipman — whom your petitioners pray may also be made defendant to this bill — well knowing the premises, but conspiring with said Ward to injure and defraud your petitioners, took possession of the store room occupied by said Ward, represented that he had purcha=sed the entire stock of goods of the said Ward, and although the said Ward continued to transact the business of the establishment

by selling goods, making contracts, &c. &c. in the name of said Chipman — yet the said Chipman and the said Ward, conspiring as aforesaid, represent that said Ward was and is employed as Clerk by said Chipman, and that he is acting in no other capacity.

Your petitioners further represent that at the April term of said Court of Common pleas, 1842, your petitioners recovered judgment against the said Ward for the sum of $223.31 damages and $8.74½ costs upon the promissory note aforesaid, caused execution to be afterwards issued thereon, which was levied by the Sheriff of said County of Union upon the interest of the said Ward in said stock of goods: and the same was, on the 11th day of June, 1842 by the Sheriff aforesaid, sold to your petitioners for the ~~purpose of one dollar~~ they being the highest and best bidders.

Your petitioners further charge that the said Ward had no other property subject to execution, whereby the said judgment of your ~~said~~ petitioners against him could be satisfied.

Your petitioners further represent that said Ward, for the purpose of defrauding his creditors, and placing his property out of the reach of the legal process of this Court, as petitioners are informed and verily believe, pretended to sell to said Chipman, or did formally sell, and take said Chipman's notes for the price and value of said stock of goods; or in other shape, gave credit therefor to the said Chipman, subject to some friendly private adjustment to be afterwards made, as partners, according to their respective capital — the said Chipman well knowing the indebtedness of said Ward to petitioners.

Your petitioners further represent that if said sale from said Ward to said Chipman was bona fide, that said Chipman is now indebted to said Ward in a large sum of money for the price and value thereof, evidenced either by note or book account: and also in other large sums of money for his services as Clerk for said Chipman since ~~the~~ March day of last aforesaid till this date.

Your petitioners further state that they are informed and believe, that, since the knowledge of the intention of petitioners to file this their bill of complaint,

Came to said Chipman and said Ward, they, farther conspiring to injure and defraud petitioners, called to their aid one William Ward, of said County of Union, — whom your petitioners pray may be made defendant to this their bill of Complaint, — and without consideration transferred the evidence or evidences of such indebtedness from said Chipman to said James L. Ward, to said William Ward.

In tender consideration whereof, and inasmuch as your petitioners have no remedy by the strict rules of law, your petitioners pray that a writ of injunction may issue — that said James L. Ward, Norman Chipman, and William Ward, may be compelled to answer, under their corporal oaths, all and singular the matters and things charged in this bill, as specifically as if the same were put by specific interrogatories — that the said James L. Ward and Norman Chipman answer, under their oaths as aforesaid, disclosing the terms and conditions of said sale; whether any such sale has in fact been made; if so, whether the same was made subject to a friendly understanding with reference to a joint ownership and a division of profits — and also disclose the entire situation of the joint business as aforesaid, or whether the same was made permanent and bona fide — if so, how much is still due from said Chipman to said James L. Ward for goods or for services, or both — whether the same is evidenced by note, or book account, or otherwise — That said William Ward may answer whether any evidences of indebtedness from Norman Chipman to James L. Ward have been transferred to him; and if so, under what circumstances and for what consideration.

And your petitioners pray your most gracious writ of injunction, that said Chipman be enjoined from making any payments upon any indebtedness from said Chipman to said James L. Ward, or to said William Ward, or any other person for them — and that said William Ward be enjoined from transferring said notes, accounts, or other evidences of indebtedness, to any other person, or receiving any payments thereon.

And on final hearing of the cause, your petitioners pray that, if it shall be found that said sale was bona fide, that said Chipman be decreed to pay over to your petitioners any and all sums (or a sufficient amount thereof to satisfy your petitioner's said judgment and costs)

Union Common Pleas

Dibble Gray & Co.

v

Inj. Bond

James L. Ward

Norman Chipman &

William Ward

Filed June 21. 1842

James H. Gillelate

Know all men by these presents that we Lewis R. Dibble Enos Pray & Charles C. Richardson partners in trade under firm of Dibble Pray & Co James E Harriott and John Caldwell are held and firmly bound unto James L. Ward Norman Chipman and William Ward in the sum of one 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 28th day of June 1842

The condition of the above obligation is such that whereas the above bound Dibble Pray & Co have obtained an allowance of an injunction before Silas G. Strong one of the associate Judges of the Court of Common Pleas in and for the County of Union & State of Ohio to stay the payment from Norman Chipman to James L. Ward ~~of~~ or William Ward or any other person for them of any indebtedness from said Chipman to said Jas L. Ward or Wm Ward until the matter thereof can be heard in Equity. Now if the said Dibble Pray & Co. shall pay all moneys and costs due or to become due from them the said Dibble Pray & Co. & all moneys and costs which shall be decreed against them in case said Injunction shall be dissolved then this obligation shall be void, otherwise in full force and virtue in law

Approved June 21. 1842
Jas. H. Gill Clerk

James E Harriott Seal
John Caldwell Seal

Union Common Pleas

Dibble Bray & Co.

v } Sub no Cly

Sal. L. Ward

Norman Chipman &

William Ward

Served by Certified Copies on each of the within named Defendants July 1st. 1842 W W Steele Shff

Serv — 37½
Mile 5
Copies 30
72½

Filed July 2. 1842
Sal. H. Gill Clk

Injunction allowed
& bail given"
Sal. H. Gill Clk

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon James L. Ward Norman Chipman and Wm Ward

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

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

Lewis R. Dibble Enos Reagan Chas. C. Dibble and Dibble Reagan & Co. under firm of & 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 2pt day of June A. D. 1842

James H. Gill Clerk

Dibble Bryant &c

vs

James L Ward
Norman Chesman &
William Ward.

The Clerk of Union
Common Pleas will
issue a Subpoena indorse
ne gen otum allowed and bond given.

H. Bell
Sol for Plaintiffs

JC

John Caldwell & James E Barnett
will sign the bond as security, bond filed

Union Common Pleas

James I Ward &
Norman Chapman
ads
Dibble Pray & Co

Answer in Chancery

Filed January 20, 1843.
John Cassil,
Clerk.

The separate answer of James L Ward and Norman Blipman, defendants to the bill of Lewis R Dibble, Enos Pray, and Charles C Richardson, partners in trade under the name, firm and style of "Dibble Pray & Co" complainants.

The said James L Ward and Norman Blipman, now come and for answer to the said Bill of the said Dibble Pray & Co. say, that it is true that the said James L Ward was indebted to said petitioners in the sum of $258.77 as stated ~~and~~ charged in said Bill, and that said James L Ward did execute to petitioners his promissory note as is charged in said Bill. that said Ward was then and continued for some time thereafter a Retailer of Dry goods & that said Ward when requested, did refuse, through inability) to pay said note, and that the petitioners caused suit to be commenced as is stated in said Bill.

That said James L Ward did continue to retail goods, and own the entire stock until the 28th day of January 1842. but said James L Ward denies ever making any efforts to place the goods out of his hands or beyond the reach of legal process - for the purpose of preventing the complainants from levying upon said goods, as is charged.

And these defendants answering as aforesaid say, that on the 28th day of January ~~at~~ 1842 all his (James L Ward's) said stock of goods were bona fide invoiced and sold by said James L Ward to said Norman Blipman for the sum of $428.35 to be paid out of the store of said Blipman, or in obligations. - that said Ward and Blipman contracted verbally whereby said Ward agreed to continue in the store of said Blipman, as a clerk hired by the year, and said Blipman agreed to pay said Ward as much as his services were reasonably worth, that no notes were given by said Blipman to said Ward for said goods, but said goods were booked by said Ward against said Blipman as a book account.

And these defendants answering as aforesaid say that at the time they were summoned to answer said complainants Bill the said James L Ward had received payment, (in store goods out of said Blipman's store and by said Blipman's paying creditors of the said Ward) in full for the amount of said goods, to wit, the sum of $428.35. and also for all services performed by said Ward for said Blipman. And these defendants further say that it is true that said complainants recovered a judement against said Ward upon said promissory note, - that an execution was issued upon said judement. and a levy made upon the interest of the said Ward ~~upon~~ in said stock of goods, and that said interest was sold to the complainants as is stated in their Bill. but these defendants answering as aforesaid say that the said James L Ward had no interest in said stock of goods, - that said goods were wholly and bona fide owned by said Blipman, - that said Ward was and is selling goods &c &c only as the clerk in the employ of said Blipman, - that no sale of said goods, subsequently to the one above stated, has been made between these defendants, - that the sale of said goods above mentioned was bona fide. and not subject to "some friendly private adjustment to be afterwards made as partners, according to their respective capital" as complainants have charged in their Bill, that said sale of goods was subject to no private or subsequent adjustment whatever, and that said defendants did not, at any time, transfer to William Ward (with or without consideration) any evidence or evidences of indebtedness from said Blipman to said James L Ward as complainants have charged in their bill. And the said James L Ward and Norman Blipman deny all fraud and combination wherewith they stand charged; and pray to be hence dismissed with their costs &c.

The State of Ohio Union County ss

We James L Ward and Norman Chipman being duly sworn do each of us depose and say - that all the several matters and things which are stated in the foregoing answer as from the information of others we believe to be true and all the several other matters and things therein set forth are true in substance and in fact.

Sworn to and subscribed before me this 20 day of January A D 1843

James L Ward
N. Chipman

James Turner — Justice of the Peace Paris Township U. C.

Justice Fee $0 25

Chancery Case File

Case No. 1842-CH-0013

No. 42-CH-13

Union Common Pleas Court.

W W Winans
Plaintiff,

AGAINST

Abraham Decker et al
Defendant.

SEP TERM. 1843

JUD'G VS PLAINT'F
Dismissed

Journal 4 Page 160

Record No. No Record Page

Ex. Doc. Page

A. W. Winans
vs
Abraham Decker et. al.

Bill in Chy

Filed July 11th 1842
Sal. H. Gill Clerk

Cost bill made

Finch & Jones
Sols.

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

Your petitioner William W. Williams of the County of Delaware and State of Ohio represents that, on the 17th day of May 1842, Thomas J. Decker, of the County of Union aforesaid, by the consideration of J. B. W. Haynes Esq., a Justice of the peace within and for the Township of Claibourne and county of Union aforesaid, obtained a judgment, for the use of your petitioner, against Abraham Decker, of the county of Union aforesaid (and whom your petitioner prays may be made defendant to this Bill) for the sum of fifty five dollars and sixty cents, and costs of suit, that execution was in due time issued upon said judgment and returned "No goods & chattles found whereon to levy; but it is alledged that defendant is possessed of real estate" — Your petitioner further represents, that notwithstanding the suggestion of real estate in the return of said execution, said Abraham Decker has no real & personal estate subject to levy by execution sufficient to satisfy said judgment. Your petitioner further represents that Jacob Beam of the County of Union afore, (and whom your petitioner prays may also be made defendant to this Bill) is seized in fee simple of fifty acres of land situate in Union County aforesaid, Claibourne Township, in U. M. S. No. 6293. being same tract of land

now occupied by said Abraham Decker.

Your petitioner further represents that said Jacob Beam has contracted with said Abraham Decker for the sale of said real estate — that in pursuance of said contract, said Abraham Decker took possession of said premises, and has now paid to said Beam the whole of the purchase money, so that an equitable title to said real estate is now vested in said Abraham Decker.

Your petitioner therefore prays that writs of subpoena may issue against said Abraham Decker and Jacob Beam — Thomas J. Duker — that they may be compelled to answer all and singular the premises, fully and particularly upon their respective oaths — that said Abraham Decker be decreed to pay said judgment, interest and costs, and in default thereof, that the aforesaid real estate be sold to satisfy the same. And for such other and further relief as equity and good conscience may require.

Finch & Jones
Solrs for Complts.

William M. Minnis
vs
Abraham Decker et. al.

In Chancery —

Issue subpoenas for Thomas J. Decker, Abraham Decker, and Jacob Beam.

Hinde & Jones
Sol.s for Complt.

To the Clerk of
Union Com. Court
July 5th 1842.

Thos. J. Decker for
the Use of W. W.
Wiman
vs
Abam. Decker

Transcript

Fees $1.50

Thomas J Deeller for the Use of William W. Winans.
vs
Abraham Deeller

Suit Brought on a Note which reads for Value Received I promise to pay Thomas J. Deeller or bearer forty one dollars & Eighty Cents on or before the first day of November 1836 With Interest
Trenton Dec. 19th 1835
Abraham Deeller

Debt	$55.60
Justice fees Summons	" 12½
Sundy.	" 12½
Execution	" 25
Satisfaction	" 10
Transcript	" 31¼
Constables cost	
Summons Serv.d	" 25
do on Execution	" 35

May 9th 1842
Note filed and Summons Issued & delivered to Enoch Fisher Constable for appearance of Defendant on May 14th 1842 at 12 O. Clock M.
May 9th. 1842
Summons Returned personally Served May 9th 1842 by Reading it To Defendant Enoch Fisher. Const.
Constable Cost Serv.d 10 Mileage 15 " 25

May 14th. 1842 Plaintiff appeared Defendant failed to appear Judgement is therefore hereby Rendered against the Defendant Abraham Deeller & in favour of the Plaintiff Thomas J. Deeller for the Use of William W. Winans By Default for the sum of fifty five dollars Sixty Cents Debt including Interest & Cost of Suit Taxed at " 37½

Attest J. B. W. Haynes. J.P.

May 14th. 1842 Execution Issued & delivered to E. Fisher. Const.

June 13th. 1842 the Constable Returned the Execution in the Words & figures following to Wit
No goods & Chattels found whereon to Levy but it is Alledge that the Defendant is possessed of Real Estate
June 13th. 1842 Enoch Fisher. Const.

Const. Cost Serv.d 10 Mileage 15 " 25

I do hereby Certify the Within to be a True Copy of the proceeding had before me Given Under my hand this 28th day of June A.D. 1842

This Transcript .31¼

J. B. Wisbaynez, Justice of the Peace

Union Com. Pleas

Wm W. Winans

v } Sat. in Chy

Abraham Decker
Thomas S. Decker
Jacob Beam

Served by certified
Copy on Abraham
Decker & James Beem,
Thos S Decker not found
July 12. 1842

W W Steele Shff

Serv	37½
Mile —	75
Copies —	20
	1.52

Filed July 13th 1842
James H. Gill Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Abraham Dreher Thomas J. Decker & Saml Beam

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 30th day of August (1842)

to answer the matters and charges contained in a Bill in Chancery exhibited against them - by William W. Williams and this they shall in no wise omit under the penalty of one thousand dollars, and have you then there this writ.

Witness James H. Gill, Clerk of said Court at the Court House in Marysville this 11th day of July A. D. 1842.

Jas. H. Gill Clerk

William W. Winans
vs
Abraham Decker et al

By virtue of an order from the Court of Common Pleas, of Union county to me directed, I will offer for sale at the door of the Court House in Marysville, on the 7th day of July 1843 between the legal hours, 50 acres of land Virginia Military survey No. 6293, being that same tract of land occupied by the said Abraham Decker at the time of filing a Bill in Chancery in this case on the 11th day of July A. D. 1842, to satisfy the judgment and costs awarded by the said Court to Wm W. Winans.

W. W. STEELE, Sheriff.

June 6, 1845.

We the undersigned being called upon to appraise the land as described in this Notice attached, after being duly sworn and affirmed upon actual view of the premises we do appraise said land at Five ~~do~~ ——— dollars —— cents pr acre. Given under our hands and seals this 28th day of June A.D. 1843.

J. B. W. Haynes Seal
David Hault Seal
L. H. Hastings Seal

State of Ohio Union County ss

Personally appeared the above appraisers and made oath agreeable to the Statute in such cases made and provided. Given under my hand this 27th day of June. A.D. 1843.

A. L. Drummond Def Sheriff

Union Common Pleas.

W. W. Winans

vs.

Abraham Decker et al.

Order to sell.

Recd this order June 3d 1843 – Advertised the lands mentioned in the Bill within named to be sold. On the 6th day of July, 1843. had the same appraised by the Oaths of J. B. W. Haynes David Hauck & G. H. Hastings at Five dollars per acre, — Not sold for want of bid=ders

W. W. Steele Sheriff

Serv —	35
Mile	75
Inquest —	1.00
Adv G	25
Pr. fee	3.00
Apprs	1 50
	6.85

Filed July 6th 1843

John Cassil Clerk

State of Ohio, Union County, ss.

I, John Cassil, Clerk of the Court of Common Pleas in and for said county, do certify that the following is a true copy of the Entry upon the Journals of said Court, made at April Term, A.D. 1843, to wit:

"William H. Winans
vs.
Abraham Decker et al.
} In Chancery.

This cause came on to be heard upon bill, exhibits and testimony, and the defendants still failing to appear, plead, answer or demur to said bill, the Court, on consideration of the premises, do order and decree that said bill be taken for confessed. And the Court do find, that on the first day of this term, there was due from the said Abraham Decker to the said complainant the sum of fifty eight dollars and sixty six cents - It is therefore ordered and decreed that the said Abraham Decker pay the said sum of $58.66 to the said complainant within 30 days from the rising of this Court, together with the interest that may be due thereon; and also pay the costs of this suit, and also the costs which accrued before Justice Haynes, as stated in said bill - and in default thereof, that the Sheriff of this County proceed to sell the land in said bill described, according to the act regulating judgments and executions at law - and that said Sheriff report his proceedings herein to the next term of this Court, and cause continued."

Witness my hand, and seal of said Court, this 3d day of June, A.D. 1843.

John Cassil Clerk.

50 acres N M S. No 6293. being the same tract of land occupied by Abraham Decker at the filing of Bill, July 11 1842

Union Com Pleas

William W Winans
vs
Abraham Decker, et al.

Order for sale to Sheff

A.

Offered the property for sale at the Door of the Court House in the Town of Marysville on the 12th Day of March having previously advertised the same according to law but no sale for want of bidders Mr. W Steele Atty Cons = ely

Serv 35 Mile 5. advty 25
Pr fee 3.00 $3.65

Filed March 12th 1844
John Capel Clerk

William W Winans
vs
Abraham Decker et al

At the April term 1843 of the Court of Common Pleas for Union County an order was made "that the Sheriff of this County proceed to sell the lands in said bill described, according to the act regulating judgments and executions at law and that said Sheriff report his proceedings herein to the next term of this Court and cause continued"

and afterwards, to wit; on the 8th day of July 1843 "this cause was continued under former order"

And afterwards, to wit; on the 18th day of October 1843 this cause was continued under former order"

Witness my hand, and the seal of said Court this 31st day of January AD 1844

John Capsil Clerk

To W H Steele Sheriff

Chancery Case File

Case No. 1842-CH-0014

No. 42-CH-14

Union Common Pleas Court.

Ozias Culver,
Plaintiff,

AGAINST

James Gardner et al
Defendant.

July 1843.
Settled at cost of
the Defendant,

Journal 3 Page 147

Record No. 4 Page 206

Ex. Doc. 1 Page 461

Union Com Pleas

Ozias Culver
vs } Bill in Chancery
James Gordon

Filed August 6. 1842
James H Gill Clk

Cost bill man

Recorded

By P B Cole
atty for Comp.

52.82
4800
4.82

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

Ozias Culver of the County and State aforesaid of Champaign County Ohio represents that James Gordon (and whom your orator prays may be made a defendant to this bill) on the 4th day of January in the year 1842, obtained a judgment against your orator, for the sum of $52.82 cents and $4.10 costs before Edmond Upskip a justice of the peace of Liberty Township Union County and State of Ohio, on which judgement an execution was immediately issued to David Thurston a Constable of said Township. And your orator further represents that afterwards to wit on the 19th day of January 1842 the said Gordon agreed and entered into a solemn contract with your orator in substance as follows to wit that if your orator would give double bail on said judgement he the said Gordon would wait for his pay till the legal stay should expire on said judgement, and receive (from your orator) a horse or mare in payment of the same. If your orator would procure him one, any time before said stay should expire the price of the same was to be settled by the parties if they could agree and if it should be worth more than the judgment and costs and the accrued costs. But if they could not agree on a price then they were to choose disinterested men, to fix on a price

Carried over

Brought over

And your orator further represents that on the said 19th day of January 1842, in pursuance of his aforesaid agreement, your orator did give Docket bail on said judgment, with Mason Dawson, John R Burson, & Jeff Buchanan and others good and solvent men, to the acceptance of the said justice of the peace. And the said ~~then~~ Gordon then and there received said execution. And your orator further shows that on or about the 17th day of February 1842 he in conformity with his aforesaid contract, bought a good sound bay mare (supposed by good judges to be worth as much as the amount of the aforesaid judgment) and took her to the residence of the said Gordon in Urbana Champaign County Ohio, and offered said mare to him in payment of said judgement. But the said Gordon not regarding his said contract, refused to receive said mare or any other mare or horse in payment or part payment of his said judgment. Your orator then called a witness and tendered said mare to the said Gordon and offered if they could not agree on her value to leave it to men, (as by their contract they were bound to do.) But the said Gordon refused to receive her or to do any thing in the premises to fulfil his said contract, and still so refuses. And so your orator brought said mare home with him, where ever since he has kept her, and still keeps her, ready for the said Gordon when ever he may demand her.

And your orator further represents that

notwithstanding all the aforesaid obligations, to the contrary, the said Gordon on the 12th day of July 1842, and before the stay had expired on said judgement caused an execution to be issued on the same to David Thurston Constable as aforesaid (and whom your orator makes a like defendant to this bill) by virtue of which execution the said Constable made a levy on one mare, and two steers, the property of your orator, and which property is by the said Constable advertised for sale on the 6th day of August just.

All of which matters and things are contrary to Equity and good conscience and for which grievances your orator has no complete and adequate remedy at law. He therefore prays that the writ of subpoena may issue against said defendants, and that the said James Gordon may be compelled to answer all and singular, the premises, and that he answer each and every allegation in this bill as particularly as if they were here set down and again enumerated. And your orator further prays that on final hearing of this cause the said Gordon may be decreed to perform his said contract. And that an account may be taken of what is justly due your orator for his trouble & expense in keeping the aforesaid mare since the 11th day of February 1842 when your orator made the aforesaid ten acr

carried over

And your orator further prays that an injunction may be allowed to restrain the said David Thurston Constable as aforesaid from all further proceedings on said Execution, and to restrain the said Gordon from all further proceedings on said judgement. And that your orator may have such other and further relief in the premises as equity and good conscience may require

P B Beale Solr for Complt.

The State of Ohio,
Union County ss }

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

Ozias Culver

Sworn to and subscribed before me this 3rd day of August 1842.
James Turner JP

I allow an injunction as prayed for in this bill to be continued until the further order of the Court, and the plaintiff to give bond to the defendant in the sum of Sixty dollars conditioned according to Law,

James R Smith Associate Judge

August 5th 1842

Union Com Pleas

Ozias Culver
vs } Injunction
Bond

James Gordon

Filed August 6. 1842
James H. Gill Clerk

Recorded

Know all men by these presents that we Ozias Culver & Russel Colver & Levi Phelps are held and firmly bound unto James Gordon in the sum of Sixty dollars to the payment of which we jointly and severally bind ourselves our heirs, executors, and administrators sealed with our seals and dated this 6th day of August AD 1842

The condition of the above obligation is such, that whereas, the above named Ozias Culver, has 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 on judgment obtained before Edward W Gaskins a justice of the peace of Liberty Township Union County Ohio, by the said James Gordon against the said Ozias Culver on the 4th day of January 1842 for the sum of fifty two dollars 82 cents and four dollars & 10 cents costs, untill the matter thereof can be heard in equity: Now if the said Ozias Culver shall pay all monies and costs due, or to be come due, from him the said Ozias Culver in said judgement at law and all moneys and costs which shall be decreed against him the said Ozias Culver, in case said in injunction shall be dissolved, then this obligation shall be void; otherwise, in full force and virtue in law

Russel Colver (Seal)

Approved this 6th day of August AD 1842 Levi Phelps (Seal)

were taken before me by consent of parties
Nov 8th 1842 James Lowe JP

fee bill Justice cost	$1.00
Witness Jacob Bazel	0 50
E W Inskip	0 50
John R Brown	0 50

Plaintiffs
Calvin Olney
vs
Gordon
State of Ills
Bureau Co ss
Filed Nov 8th 1842
Geo C Clark Justice

Depositions of witnesses taken in a cause pending in the Court of Common Pleas in Chancery in the County of Union and State of Ohio wherein Elias Culver is plaintiff and James Gordon & David Thurston are Defts.

Jacob Hazel of the County of Champaign, of lawful age being first duly sworn as herein after certified deposeth and saith that, on or about the 11th day of February 1842 that he was present at a conversation had between the Plaintiff Culver and the Deft Gordon in the Town of Urbana in Champain County Ohio the plaintiff offered the Defendant a mare in payment of a Judgment the Defendant held against the Plaintiff, the Deft Gordon told the Plaintiff Culver that he did not want the mare. Culver asked Gordon why he did not want the mare, Gordon said he did not want any horse creature at all he had more horses then than he wanted

question by Pltff. Did Culver make a tender of the mare at that time, and offer to leave it to men to put a price upon her

Answer by witness. yes he did. Gordon said he had horses enough & did not want her or any other

question by same. what would you say that mare was worth at that time.

Answer by same. I should say she was worth by the appearance of the mare at that time ~~she was worth~~ forty five or fifty dollars

question by same. Did Gordon say any thing about the mare being unfit for the use he wanted of a horse

turn over

Brought over

answer by same. no he did not find any fault with the mare further this Deponent saith not

Jacob Hertzog

Also

At the same time & place John R Burson of the County of Union Ohio. of lawful age being first duly Sworn as hereinafter certified deposes & says the

question by Plaintiff. Was you present at a conversation between the Plaintiff and James Gordon the Deft. at the house of Joshua Judy. some time last winter. If so. when was it. and what was the amount of the Same.

Answer by witness I was present at a conversation between the Plaintiff & Gorden the Deft. at the house of Joshua Judys some time in January 1842 Culver & Gorden had been out talking and came in to the house and related over a contract they sayed they had made concerning a Judgment that Gorden held against Culver on the docket of Esq Instip Gorden then said that if Culver would give bail on the docket he would stop the proceeding of an execution that was then out and also said he would take a particular black mare that Culver had owned and he could not get her he would take any other good loose creature at what any two disinterested men would say it was worth if they could not agree on the price themselves Gorden said he would receive the horse beast at any time I suppose he meant at any time before the stay of fired - question by same Did Culver give docket bail on the same to the acceptance of the justice of the peace

Answer by Wills ~~Answer~~ yes sir he died on the same day that the conversation took place

And further this Deponent sayeth not

John R. Burson

E W Inskip of the county of Lenia of Lamfel are being first duly sworn as hereafter certified Deposes and says that I was present at a Joshua judgs about the 19th day of January 1842 and heard James Gordon tell Ogias Calver if he would bring him a Horse Creater Either a Mare or gelding before he went West or before the stay of Execution Expired on a certain judgment he the said Gordon Held against said Calver on my Doubt he would take the same on said judgment and if they them selves could not agree on the price of said Animal Each to Choose a Man and if they could not agree they to Choos the third and that they shand boath abide their Decession and if they appraised said animal to more than the judgment the said Gordon was to pay said Calver the over plush and if said animal would not pay the judgment the said Calver was to pay him the money to the amount of said judgment

Question by Defendent At the time of the agreement made by Gordon as aforesaid was there any thing said in regard to the time at which the horse was to be brought to Gordon by Calver & what description of Horse Calver was to bring if so state all you may remember on that subject

Answer there was. the time was any time before the stay of Execution Expired and any kind of a good horse creater Either a mare or gelding

E W Inskeep

I here by certify that the above deposition over

Injunction to stay collection of a Judgment before W. Tuskip J.P.

"Injunction allowed & Bail given"
Aug. 6. 1842
Jas. H. Gill Clk

Union Com Pleas

Ozias Colvin
v } subpoena
James Gordon &
David Thurston

Served by Certified Copy on David Thurston
Jas Gordon not found
W. W. Steele
Sheriff

Fee
Serv 55
Mile, 55
Copy 10
$1.20

Filed Aug. 12. 1842
James H. Gill Clk

Recorded

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon James Gordon and David Thurston

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the 30th day August Instant to answer the matters and charges contained in a Bill in Chancery exhibited against them by Ozias Crow 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 6th day of August A. D. 1842

James H. Gill Clerk

Union Commission Plas

James Gardner
adm Curtis in
3 Chaney
Ozias Culver

Filed Oct 13th 1842
John Cassil Clerk
B.T.

Recorded

Cummins Solo

Union Hammon Ohio 1842

James Gordon
ads
Ozias Culver } answer in Chancery &c

The separate answer of James Gordon one of the Defendants to the bill of Complaint of Ozias Culver Complainant this Defendant saving & for answer to said bill or to so much & such parts thereof as this Defendant is advised is material or necessary for him to answer unto he answers & says that he admits that he did obtain a judgment against the Complainant as set forth in Complainants bill. He also admits that the Complainant failed to put in bail for the stay of execution as stated & also that he did agree that if Complainant would then enter good & sufficient bail on the Docket of the justice for the stay of Execution that he would receive it – He also admits that he did agree with Complainant that if he would within a week or ten days from that date which was about the 18 or 19 day of January AD 1842 bring to this defendant at Urbana a good strong healthy Mare that this Defendant would receive him at his Cash value in payment of said judgment this Defendant avers that at the time he made said agreement with Complainant he impliedly told him that he would take none other than a good strong Work horse as he wanted one to Work in the Waggon as he was then about to remove to the State of Illinois this defendant in further answering positively denies that Complainant ever tendered to him a horse of any description in pursuance of said agreement He admits that sometime in the Month of February & after the time had expired

of which the horse was to be delivered to him in Urbana
that Complainant did tender him a colt of but small
value & wholly unfit for the business that this defendant
informed Complainant he wanted a horse for & an
animal entirely different from the description this defendant
agreed to take from the Complainant & that he so informed
the Complainant at the time & positively refused to have
any thing to do with said mare. This Defendant knows
nothing in regard to the Complainants having put in
good bail on the Docket of the justice as stated in
Complainants bill If he has ever done so the stay of
execution has already expired. This Defendant has
never ordered Execution on said judgment &
proceedings if any has been issued it was done by
the justice in discharge of his duty this defendant
denies all manner of fraud & Combination
with which he is charged & prays to be hence dismissed
with his reasonable Costs & Charges in this behalf
most wrongfully sustained &c

Cameron & Coles for Defts

State of Ohio
Champaign County } ss

Personally appeared before me the
subscriber a justice of the Peace for the County
aforesaid the above named defendant James
Gordon & made oath that the facts stated in the
foregoing answer in Chancery so far as they are
founded on his own knowledge are true & so
far as stated on the information of others he believes
them to be true

James Gordon

Sworn to & subscribed before me this 15th day of
Sept AD 1842 Francis M Mustill J.P.

union Com Pleas

Ozias Culver

vs } Rep. in Chancery

James Gordon

Filed October 15, 1842.

John Cassil,
Clerk pro tem.

Recorded

Ozias Culver } In Chancery
vs
James Gordon }

& David Thurstone and the said Ozias Culver comes and says that the matters and things set forth in his said bill of complaint, are true, in substance and in matter of fact, and that the matters and things set forth in the answer of the said James Gordon contrary thereto, are untrue; and this he is ready to ~~verify~~ make appear, as by this court shall be directed.

By P Z Cook his Atty

Filed April 18th 1843.
John Cunl, Clerk

Upon at the request of defendants counsel, this 18. 1843
John Cupp Clerk

Union Com. Pleas
Office Quitus } Sur
vs } Ch'y
James Gordon

Appearance for
Saml. Ross for deft
Witness fee .75
Master - $1.25

Clerk of the Court of
Com. Pleas
Union Co
Ohio

23

Urbana Champaign Ohio 1843

Ozias Culver
vs
James Gordon } In Chancery &c

the Complainant in the above case will take notice that the defendant will proceed to take the Deposition of Samuel Ross & others on the 8th day of this just before the Master Commissioner in Chancery for Champaign County at his office in the Town of Urbana between the hours of 8 o'clock A.M. & 8 o'clock P.M. of said day to be read in evidence on the part of the defendant on the hearing of the above case

Cummins & Stokes for Dft

4th of April 1843

Served a copy of the within by forwarding the same by email to Mr Cole Sole for Compt at Maysville 25th March 1843

M. Harrison atty
for Dft

Colson
vs
Watts
Gnilton

Union Common. Pleas

Ozias Culver
vs
Hannus Gordan } In Chancery

Deposition of Jamme Rosteter before me Abram R Colwell Master Commissioner in Chancery at my Office in the Town of Metamora on the 8th day of April 1843 between the Hours of 8 O'Clock A. M. & 8 O'Clock P. M. to be read in Evidence on the hearing of this Cause. pursuant to the Notice hereto attached & in Rosteter of Lacoune appointed by me duly sworn —

Question by Mr B. Corwin Solr. for Defendant —

Have you any knowledge of the agreement entered into between these parties respecting the defendants receiving a horse from Complainant in payment of a judgment before a justice of the peace (Eugene Ostrander perhaps). If you do answer state precisely what that agreement was, as understood by both parties at the time —

Answer Something in the nature

of January 1842 I went with defendant to Vermilion County to attend a trial of the right to some property taken in Execution to satisfy a judgment defendant had against complainant, after we reached the town Gordon, Culver and witness went out together and Gordon proposed a compromise. and agreed that if Culver would pay to us a good, valuable horse to Urbana before the Platte for the State of Illinois, the horse should be appraised by two or three disinterested persons and that he (Gordon) would take him at such appraisement

Question by same. Where you present at Urbana at the time the Complainant brought a horse to defendant as he said in compliance with his original understanding, and if you were, please state, what discussion of a horse there was. and especially whether it was offered at the time, and was such a horse as was agreed to be received in the original agreement) —

Answer I was in Urbana when Complainant brought in a horse as he said for defendant pursuant to agreement. Mr Gordon called on me to know whether I would

I examined the creature brought in by Calvin, such as it was undertaking he was to bring. The creature brought by Calvin was a Mare, had the appearance of being in years. And was not at all such a creature as he agreed to bring in — He was to bring in a Gelding. And according to Gordon's, such as he thought he could get for him. The creature brought, was very different from the one ascertained

Samuel Ross

I Alvan R. Coleman Master Commissioner in Chancery do hereby certify that Samuel Ross was by me sworn to testify the truth the whole truth and nothing but the truth and that the examination by him subscribed was by me reduced to writing and taken at the time and place specified in the Notice annexed attached

A. R. Coleman

Urbana
Apl 8. 1843

issued May
21st 1847
John Capoi

Ozias Culver
vs
James Gordon et al } for Chancery

Jurisdiction execution to the Sheriff of Champaign County to make the costs in this case

May 16 1847 P V Bledsoe Sol for Complt,

Ex. Docket page 461

Ozias Calver
vs
James Gordon

Plffs. Cost	$6,12
Defts Do.	13 63
Writ	41
Postage	5

May 29/47 Money made in full

J. West Shff

Fees Mileage	12.5
Service --	35
Poundage --	50
Docketing	10
	$2,20

Filed June 3d 1847
John Caffi Clerk.

Recorded

Interest 4,74 Total Amt. $24,90

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of ~~said~~ Champaign 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* 7th *day of* July *A.D.*, 1843. Ozias Calver *recovered against* James Gordon

~~as well as~~ *the sum of* six dollars & twelve cents ~~dollars and~~ for his cost ~~cents for~~ & the cost ~~debt, as the sum of~~ of the said ~~dollars and~~ Gordon ~~cents, for~~ are taxed at ~~damages as also~~ *the sum of* $ 13,63 ~~for~~ ~~cost and charges~~ *in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods. and chattels, and for the want thereof, of the lands and tenements of the said* James Gordon

you cause to be made the ~~debt~~, ~~damages and~~ *costs aforesaid, with interest thereon from the* seventh *day of* July *A.D.*, 1843, *until paid; also the sum of* $ 41 *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* Calver & others to whom costs are due

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* 21st *day of* May *A.D.*, 1847.

John Cassil Clerk.

Chancery Case File

Case No. 1842-CH-0016

Chancery Case

1842-CH-0016

located with

Supreme Court Case

1842-SC-0022

Chancery Case File

Case No. 1842-CH-0017

No. 42-CH-17

Union Common Pleas Court.

Mary Conner
Plaintiff,

AGAINST

Joseph McClung adm,
Defendant.

AUG TERM. 1845

Judgment VS Plaintiff

No Record

Journal 3 Page 320

Record No. Page

Ex. Doc. Page

Union Com
Pleas

Mary Conner
vs
Joseph McGuire et
als

Petition for Dower

Filed Aug. 31. 1842
James H. Gillelen Clerk

Cost Bill made

Isaac Mitchell
John McGuire
& Daniel Kent -
Trustees

To the Honorable the Court of Com Pleas when in Chancery Sitting

The undersigned a resident of Union County Ohio represents to your Honorable Body that she is the widow and relict of Patrick Conner late of this County deceased ~~[illegible]~~ that said Conner died seized of the following land lying in said County of which your petitioner is entitled to dower Being part of Survey No 5132 and described as follows containing fifty acres Beginning at a ~~[illegible]~~ Beech thence S 37 E 104 to 2 Sugartrees & Lynn thence N 58 E 76 poles to 2 Beeches and an elm thence N 34 W 104 poles to two Beeches and ash thence S 53 West 76. poles to the beginning and being the same of which the said Patrick died seized as shown by records

that the only Heirs of said Deceased are Joseph McLung & Margaret his wife and Reuben Cook and Jane his wife whom your petitioner prays may be made defendant this application and your petitioner further prays that on final hearing such order may be made in the premises as to enable your petitioner to have her dower in lands aforesaid assigned and she prays oth and further relief in the premises and as in duty bound she will ever pray and so forth Mary Conner

By William C Lawrence
her Sol

Jesse M
Jon. Mc
Dannie Kent

McClungbook &
Wife — } appearance
and } answer
}
Mary Conner

Filed Aug. 31. 1842
Jas. H. Gill Clerk

Union Common Pleas 1842

Joseph McClung & Margaret
his Wife & Reuben Cook &
Jane his Wife
vs
Mary Conner

Petition for Dower

And the said Joseph McClung & Margaret his Wife & Reuben Cook & Jane his Wife came in their own proper Persons & waive the issuing & service of process & enter their appearance in this Cause & for answer to the Petition of the said Mary Conner say that they admit the Truth of the allegations in said petition contained & consent that Dower be set off to the said Mary Conner in the Land & premises described in said Petition & that a Writ of Dower issue returnable to the Spring Term of the Court of Common Pleas for Union County A D 1842

Margaret McClung
Jane Cooke
Reuben Cooke
Joseph McClung

Rec'd Oct 27. 1842, Served Nov 2nd 1842 by swearing the Commissioners, Nov 3. instructed by Pltffs Atty that a agreement had been made by the Parties to divide the land themselves, & ordered to return the writ without further service

Wm Stack Sheriff

Union Common Pleas.

Mary Conner

vs.

Joseph McClung et al.

Writ of Dower.

Service	1.00
Miliage	.60
	1.60

Filed Nov 5th 1842

John Cassil

Clerk P.T.

The State of Ohio, Union County, ss.
To the Sheriff of said County - Greeting:

We command you, that without delay, by the oaths of Jesse Mitchell, John M'Cune and Daniel Kent, you cause to be set off and assigned to Mary Conner, of said county, widow of Patrick Conner, late of said county, deceased, one full equal third of the following real estate, situate in said County, to wit: Being part of Survey No. 5132, containing 50 acres, to wit: Beginning at a beech - thence S. 37° E. 104 ~~poles~~ to 2 sugar trees and lynn; thence N. 53° E. 76 poles to 2 beeches and an elm; thence N. 37° W. 104 poles to two beeches and ash - thence S. 53° West 76 poles to the beginning; 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 Mary Conner is petitioner, and Joseph M'Clung and Margaret his wife, and Reuben Cook and Jane Cook his wife, respondents; and that your proceedings in the premises, you distinctly certify under your hand, to our said Court of Common Pleas, on the first day of their next term; and have you then there this writ.

Witness John Cassil, Clerk pro tem. of said Court, this 27th day of October, A.D. 1842.

John Cassil, Clerk pro tem.

Chancery Case File

Case No. 1842-CH-0019

No. 42-CH-19

Union Common Pleas Court.

David Chapman
Plaintiff,

AGAINST

Isaiah Beard
Defendant.

MAY TERM, 1845

DECREE FOR PLAINTF

Journal 3 Page 313

Record No. 4 Page 391

Ex. Doc. Page

Union Com Plas

David Chapman
adm
vs
Josiah Beard

Petition to sell
land

Filed September 1, 1842;
James H. Gill,
Clerk.

Exit bill man

Recorded

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

Your Orator David Chapman administrator with the will annexed of Henry Shover late of this County deceased would respectfully represent that by the said will of said deceased your orator after the death of the widow of said ~~Henry Deceased~~ was charged with the sale of ~~said~~ the real estate described in the paper herewith filed and marked A. That the said widow is now dead and that one Josiah Beard of this County is by purchase the only person interested in said realty ~~by the Heirs of~~ as the Heirs have transferred to him their interest in avails of said lands in full land & whom your orator prays may be made dependent to this bill and your Petitioner ~~further the~~ further charges that by said will it becomes necessary for your orator to sell said realty and that the assets allready in the hands of your orator will fully pay the liabilities of said Estate.

The Prayer of your petitioner is that your Honors would order a sale of said realty and as in duty bound your petitioner will ever pray &c

David Chapman By his
Wm C Lawrence
Sol for Co

Union Com Pleas

David Chapman
admr
vs
Josiah Beard

Order of Reference

service 3/-
Depositions 2/-

Filed May 26th 1845
John Cassil, Clerk

Fee

Rec'd this order of reference Oct 15. 1844.
& examined the premises, & herewith file
my report as a part of this return
Manus Turner Master Commissioner
in Chancery

David Chapman
administrator
vs
Josiah Beard

Master Commissioner's
Report

I James Turner Master Commissioner of Union County do find on examination that Henry Shover did make and Execute a will before his death to this effect that first he did give and bequeath to his wife possession of all the land her life time & such part of the Stock & House hould & Kitchen furniture as she chose to keep and such part of the Stock furniture & forming utentials as she did not want sold. I do further find that on 1st day of Sept 1842 that said David Chapman filed his petition to sell the land of the said Henry Shover Decd after the death of the widow but previous thereto the heirs of said Henry Shover had disposed of their interest in said Real estate to the said Josiah Beard & that said Chapman states in his bill that the assets all ready in his hands would fully pay the liabilities of said Estate. The heirs of said Shover in the sale of said Real Estate binds themselves to keep said Land clear of all incumbrance it also appears that said Beard came in & consented to the sale of the Administrator. In as much as the administrator had assets in his hands sufficient to pay the liabilities of said estate I give it as my opinion that the sale by him was wholly unnecessary

May 26th 1845 James Turner
Master Commissioner

This report is excepted to by Complt
1st because the report is not full
2nd because the Will directs the ~~adm~~ Admr
to ~~Comm~~ Sell
3rd Because no way can be use or adopted
to transfer the lands to the purchaser as
Heirs are concerned

Wm C Lawrence
Lol for Pltff

The State of Ohio
Union County ss } I John Cassil Clerk of our Court of Com=
=mon 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 at the October Term thereof A.D. 1844

"David Chapman" } "October 3d AD 1844"
"Administrator &c" }
"vs" } "Petition to sell"
"Josiah Beard" } "In this case the death"
"of the defendant is suggested and ordered"
"that Ann Beard & Leroy S. Hager administrators of"
"Josiah Beard Dec'd be made defendants hereto, and the"
"Court refer this case with the doings of the said David"
"Chapman administrator with the will annexed &c to"
"the Master Commissioner of this Court to take proof and"
"ascertain if the said sale was necessary in discharge"
"of the duties of the administrator together with the purchase"
"of the interest of the Heirs of the said H Shover Dec'd in the"
"premises by the said Josiah Beard and make report of his"
"doings herein to the next term of this Court to which time"
"this case is continued"

In testimony whereof I have hereunto
subscribed my name and affixed the
seal of our said Court this 15th day
of October A.D. 1844

John Cassil Clerk

Field Notes of 272½ acres of land in Sporard Township Union County ~~the~~ the property of Henry Showers ~~Esq.~~ Deceased

Beginning at two ashes & a hickory (all down) Northeast corner to Lucas Sullivants Survey N 3686 thence with the back line of said Survey S 38 E 151½ pls to a Sugar tree & dogwood a corner to Land sold by Lucas Sullivant to Frederick Sager thence with Sagers line S 52 W 318 poles to a stake on the bank of Darby creek thence up the creek N 87 W 28 poles to a small white oak thence N 38 W 12 poles to an Elm thence N 52 E 48 poles to a buckeye hornbeam & Red bud (all down) thence N 38 W 144 poles to a Sugar tree. Iron wood & Hickory in the upper line of the original Survey N 3686 thence with said line N 52 E 280 poles to the beginning

Union Coin Reg

Josiah Beard
vs
David Chapman
adm

Answer
Filed Sept. 1 1862
Jas. H. Gill Clerk

R.C.

The Separate Answer of Josiah Beard
Beard to the bill exhibited against him by
David Chapman adm^r with the will annexed
of Henry Shover late of this County deceased

This Defendant now comes and
waives the issuing and service of process and enters his
appearance to said bill and admits that
he is the owner of the interests of the Heirs in
said realty and its proceeds and wishes the Court
may grant the prayer of said Petitioner and
he will be therewith contented and asks
in his own proper person

Josiah Beard

Union Common Pleas.

David Chapman, Admr.
vs.
Josiah Beard.

Order of Appraisement.

272
27.20
7.25

David Chapman, Admr.
with the will annexed of
Henry Shover, deceased;
vs.
Josiah Beard.

On motion to the Court by Mr. C. Lawrence, Counsel for the petitioner, it is ordered that Simon Rickard, John McCune and Farmey Hemenway, being first duly sworn, do, upon actual view of the premises, make a just valuation of the following real estate, to wit: Beginning at two ashes and a hickory north east corner to Lucas Sullivant's survey No. 3686; thence with the back line of said survey S. 38 E. 151½ poles to a sugar tree and dogwood, corner to land sold by Lucas Sullivant to Frederick Sager; thence with Sager's line S. 52 W. 318 poles to a stake on the bank of Darby's creek; thence up the creek N. 87 W. 28 poles to a small white oak; thence N. 38 W. 12 poles to an elm; thence N. 52 E. 48 poles to a buckeye, hornbeam and red bud (all down); thence N. 38 W. 114 poles to a sugar tree, ironwood and hickory in the upper line of the original survey N. 3686; thence with said line N. 52 E. 280 poles to the beginning, situate in Jerome township, containing 272½ acres of land: and that they return such valuation to the next term of this Court.

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 do hereby certify that John M'Cune
Farmary, Hemenway & Simon Richards
were duly sworn to perform the duties
herein mentioned, before me, previous
to their performing those duties

Thomas McEwing J. P.
for Tp. & Co. C.

March 4th 1848

We the undersigned having been duly appointed appraisers to appraise the following real estate; to wit Beginning at two ashes and a hickory with east corner to Lucas Sullivants Survey No. 3686 thence with the back line of said Survey S. 38 E. 151½ poles to a sugar tree and dogwood corner to land sold by Lucas Sullivant to Frederick Sagar thence with Sagars line S. 52 W. 318 poles to a stake on the bank of Darbys Creek; thence up the Creek N. 87 W. 28 poles to a small white oak; thence N. 38 W. 12 poles to an elm; thence N. 52 E. 48 poles to a buckeye, hornbeam and sycamore fall down; thence N. 38 W. 114 poles to a sugar tree iron wood and hickory in the upper line of the original Survey No. 3686; thence with said line N. 52 E. 280 poles to the beginning, Situate in Jerome Township, containing 272½ acres of Land:

We do hereby certify that we have this day appraised said Land as above described at ten Dollars per acre which amounts to — — — $2725

Given under our hands this 21 day of February A.D. 1843

John McCune
Farmery Hemenway } appraisers
Simon Rickard

David Chapman
Sale of the Shover
Property

Filed Oct 19th 1843
John Cafsil
Clerk

To the Court of Common Pleas
in and for the County of Union

The undersigned in pursuance of an order made in this court at term I sold To Josiah Beard at public auction on the 18th day of October 1843 between the Hour of 10 A.M. and 4 P.M. of the Clock and at the Door of the Court House in this County the real estate mentioned having given notice as in the appended notice for eight dollars per acre

Dated Oct 19, 1843

David Chapman
adm with the will
annexed of H Shover

Filed Oct. 19th 1849
John Cassin
Clerk

B. & Moore

ADMINISTRATOR'S SALE.

I shall offer for sale to the highest bidder, on the 18th day of October next, between 12, and 3 o'clock P. M. at the door of the court house in Marysville, Union county, Ohio, two hundred and seventy-two and one half acres of land lying on the east side of Big Darby, in Jerome Township in said county, being the farm known as the Shover farm, belonging to the heirs of Henry Shover deceased, terms one half cash in hand, and the balance in one year, secured to the acceptance of

DAVID CHAPMAN,
Adm'r. with the will annexed.

September 22, 1843 n35 4t.

Printers fee $2 50.

Personally appeared John Capil Editor & Publisher of the Union Gazette a paper published and of general circulation in the County of Union Ohio and made oath that the notice of sale of the Shover farm, a copy of which is here to attached was published in said paper four different weeks successively previous to this date

John Capil

Oct 19th 1843

Sworn to and subscribed in open court the day and year above written by L. G. Stroup one of the associate judges of said court

I have defered [redacted] to take proof, & make the examination in this case, - as instructed by this order in consequence of the death of Defendant J. Beard.

W W Steele Master Commissioner in Chancery —

Union Com Pleas

David Chapman
admr &c

vs

Josiah Beard

Order of Reference

Serv	.35
Mile	.05
	40

Filed March 12th 1844
John Cassil Clerk

Union Court of Common Pleas Oct Term AD 1843

David Chapman
Admr with the will annexed
vs
Josiah Beard

Petition to sell Land

This day the said Chapman made return of his sale in this case to the said Josiah Beard whereupon the Court refer this case with the doings of the said administrator with the will annexed to Wm W Steele Special Master to take proof and ascertain if the said sale was necessary in dis=charge of the duties of the administrator together with the purchase of the interest of the Heirs of the said W Shover in the premises by the said Josiah Beard and make report of his doings herein to the next term of this court to which this case is continued

The State of Ohio
Union County ss

I John Cassil Clerk of the Court of Common Pleas within and for the Union County and State of Ohio do hereby Certify that the foregoing entry is truly taken and copied from the Journal of said Court

In testimony whereof I do hereto sub=scribe my name and affix the seal of said Court this 16th day of January AD 1844

John Cassil Clerk

Chancery Case File

Case No. 1842-CH-0020

No. 42-CH-20

Union Common Pleas Court.

John S Fulton
Plaintiff,

AGAINST

Eli Frey et, al,
Defendant.

NOV TERM. 1842

Judgment VS Plaintiff

Recorded &
Indexed,

Journal 3 Page 85

Record No. 4 Page 108

Ex. Doc. 1 Page 301

John S Fulton

vs

Eli Fry - John McConnaughey & John Hurley

(Recorded, Book 4, page 108.)

I allow a writ of injunction to issue upon petitioner giving security in the sum of $100 conditioned as the law directs

Silas G. Strong
a justice
judge

Filed Sept. 5, 1842,
John Cadle, Clerk
ats.

Cost bill made

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

Your petitioner John S Dutton of sd County represents and State to the Court. that some time in the year 1839. Your petitioner sold Eli Fry of Highland County and State of Ohio. whom your petitioner prays may be made defendant to this Bill. a certain piece or parcel of land lying in Union County Ohio upon which the said Fry paid to petitioner about ~~twenty~~ one hundred dollars That some 5 or six months after words to wit about the 10th day of October 1839. the said Fry made application to your petitioner to take said land back and he the said Fry would secure the payment of the advanced amount of petitioner in any kind of property. After urging for some time your petitioner made arrangement and receiveed to said Fry his two notes of hand one for $33.33 due two years after date and one for $33.33 due three years after date both dated Oct 10th 1839 said Fry promising petitioner that if he would this consent to cancel said land contract and execute his said notes to petitioner. he the said Fry would never sue petitioner therefor nor suffer your petitioner to be sued for or compelled for the payment of said notes in any way ~~in any kind of property when the same shall become due~~. Your petitioner confiding in such false promises of the said Fry executed his notes as aforesaid. But the said Fry. desregarding his said promises and conspiring with one John McConnaughey (of said Highland County. to whom your petitioner prays may also be made defendant to this bill) to injure and defraud your petitioner. said Fry placed in the notes in the hands of said McConnaughey. and caused suit forthwith to be instituted upon said notes after they became due

against your petitioner in the name of the said Eli Fry for the use of McLonnaughey refusing to comply with his Fry and promises or receive any other thing in payment in these hard times than money. Your petitioner being remediless by the strict rules of law then as now judgments were rendered upon said notes separately on the 23 day of March one for $42.08 Debt and seventy two cents costs and one for 42.08 Debt and seventy two cents costs ~~also Caused Executions to be issued thereon which are~~ before William H Frank a justice of the peace in and for Paris township in said County of Union who has issued executions thereon which said executions are in the hand of John Hurley Constable of said township who now is intending to levy forthwith upon your petitioners property and expose the same at public sale

In tender consideration whereof your petitioner prays that said Fry & said McLonnaughey may answer all and singular the matters and things in this bill that a writ of injunction issue staying the further proceedings at law upon ~~said~~ judgments and such other and further relief as equity and good conscience may require

John S Sutton

State of Ohio Union County ss

John S Sutton makes oath that the matters and things as stated from his own knowledge are true and those stated from the information of others believes to be true

John S Sutton

Subscribed and sworn to this 5 ~~March~~ 1842 John Cassel Clk Proter

Union Common Pleas

John S Fulton

vs Bond

Eli Fry et al

Injunction

Filed September 5th 1842

John Capel Clerk

Protem

Know all men by these presents that we John S Fullton and William Wood are held and firmly bound unto Elias Fry for the use of John McConnaughey in the sum of one hundred dollars to the payment of which we jointly & severally bind ourselves our heirs executors and adm's. Sealed with our seal and dated this 5th day of September 1842.

The condition of the above obligation is this the above named John S Fullton has obtained an allowance of an injunction in the Court of Common Pleas for Union County and State of Ohio, to stay all all further proceedings upon two judgments obtained before Wm H Frank a justice of the Peace in and for Paris township in said County of Union by the said Elias Fry for the use of the said McConnaughey against the said Fullton ~~on the~~ on the 23d day of March 1842 each for the sum of $42,08 and 72 cents costs, until the matter thereof can be heard in equity Now if the said John S shall pay all moneys and cost due, or to become due from him in said judgments at law and all moneys and cost which shall be decreed against the said John S in case said injunction shall be dissolved then this obligation shall be void otherwise in force

John S Fullton (Seal)
Wm Wood (Seal)

John S Fellow
vs. } Bill in Chy
Eli Fry. John McConnaughy
and. John Hurley

Injunction allowed and
bail given
John Caspie Clerk
Pro tem

Served by Certified
Copy on John Hurley
the rest not found
Sept 6th 1842 J. W. Steele Sh

Filed Sept 5th 1842
John Caspie Clerk
Protem

Fee.
Service — .75
Mile — .05
Copy — .10
$.90

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Union COUNTY, GREETING:

We command you that you summon Eli Fry. John McConnaughey & 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 8th day of November 1842:

to answer the matters and charges contained in a Bill in Chancery exhibited against them by John D. Dutton

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

Witness John Cassil Clerk protem [redacted] of said Court at the Court house in Marysville, this 5th day of September . A. D. 1842

John Cassil Clk Protem

Rec^d this writ Jany 2, 1843. No personal property found whereon to levy, Seized by instruction of Pl^ffs Atty. upon 15 acres Survey No 4066 - bounded as follows, Beginning at a Stake South Corner to A Stephen Wingets ~~corner~~ Lot, thence S 51° 30" E. 60½ poles, to another Corner of S. Wingets Lot, thence S 39° 30" West & from the Beginning with the road S 39° W. for Quantity, to contain 15 acres Appraised the same by the oaths of N B Johnson Levi Phelps & Norman Chapman at five dollars pr acre, Advertised the same for sale on the 15 day of April 1843, offered agreeable to advertisement & not sold for want of Bidders April 15, 1843.

W. W. Steele Sheff Ulc^o

Union Common Pleas.

Eli Fry et al.
vs.
John S. Fulton.

Decree,	$88.60
Penalty,	4.43
Costs,	9.13
Writ,	0.41
	$102.57

Sur — 35
Atle 10
Inquest 1.00
Appraiser, 1.50
Apf. Rec .15
Advtg. — 3.25
6.35

Filed April 15, 1843.
Jno Carl'l
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 Marysville on the Eighth day of November, A. D, 1842, Eli Fry, for the use of John M'Connaughey,

recovered against John S. Fulton, by decree in Chancery,

as well the sum of Eighty Eight dollars and sixty cents, for his decree, ~~damages~~ as the sum of $4.43 statutory penalty, ~~for~~ and $9.13, 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 John S. Fulton,

you cause to be made the ~~damages~~ decree, penalty and cost aforesaid with interest thereon from the Eleventh day of ~~December~~ November, A. D., 1842, 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 plaintiff.

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

WITNESS ~~JAMES H. GILL~~ John Cassil, Clerk of said Court, at the Court-House aforesaid, this second day of January, A. D., 1843.

Attest: John Cassil, CLERK.

Union Com^n Pleas

Eli Fry
appellant
v^s
John J. Fulton

$\frac{77\ 4}{17}$
149

We the undersigned being called upon by Wm W Steele Sheriff of Union County Ohio, to appraise 15 acres of land Survey No 4069, belonging to John S. Fulton, Beginning at a stake South Corner of Stephen Wingets land, thence S 51° 30" E. 60½ poles, to another Corner of Wingets lot, thence S 39° 30" W. & from the beginning with the road S 39° W. for Quantity, to Contain 15 acres, After being duly sworn, upon Actual View we do appraise said land at ~~ninety Dollars an~~ six — dollars pr Acre Given under our hands and Seals this day of March A D 1843.

Fees

fifty cents each $1.50

Levi Phelps (Seal)

N. Chipman (Seal)

J. B. Johnson (Seal)

State of Ohio Union County }

Personally appeared before me the above appraisers, and made oath, that they would discharge their duties as such, according to law and the best of their abilities. March 28. 1843. Wm W Steele Sheriff U.C.O

Recd this writ March 6. 1844. – in obedience to the clause, & Defendant having no personal property whereon I could levy, I Served, March 10. 1844 upon 15 acres of land part of survey No 4069. being directly South of the piece already levied upon, the lines described in the other levy viz "~~From another Corner of said Wright lot~~" thence S 39° 30" W. & from the beginning with the road S 39 W. extended so as to include this 15 acres also. making – all 30 acres appraised by the oaths of J. S. Alexander, W W Woods, & A. G. Jennings at Eight & $\frac{66}{100}$ dollars per acres offered the whole 30 acres for sale on the 15th day of April AD 1844 at the Door of the Court House in Marysville, Ohio, Having previously advertised the same according to every requirement of the statute in such cases, and the Property so offered, was sold to Bill Welch for the sum of $146.75. that being the two thirds, and, he being the highest and best bidder therefor. – April 15. 1844 W. W Steele Sheriff

Ca. Dr. No. 2. Page 39

Eli Foy &c
vs
John S. Fulton

Debt	$ 88.60
Penalty	4.43
Costs	9.13
Increase	11.26
Writ	41

Serv 35
Orig. 10
Inquest 1.00
Appraisers .10
Ad. 25
Prins 2.93
4.73

Appraisers 1.50
Sheriff 3.00
Total $9.21

Filed April 16. 1844
John Cooper Clerk

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 John S. Fulton, to wit fifteen acres, part of survey No. 4069 begining at a stake south corner to Stephen Wingets lot thence 57° 30" E. 60½ poles to another corner of said Wingets lot thence S. 39° 30" West and from the begining with the road S. 39 W. for quantity to contain 15 acres

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Eli Fry for the use of John McConnahey the sum of eighty eight dollars and sixty cents the principle and interest and fam — ~~the sum of~~ dollars and forty three cents, for the statutory penalty — ~~thereof~~, together with $ 9,13 for his costs, with interest thereon from the 11 day of November A. D. 1842 until paid, which late in our said Court the said Eli Fry for &c recovered against the said John S. Fulton as of record is manifest. Also, $ 11,28 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 Eli Fry for &c

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 6th day of March A. D. 1844

John Cassil CLERK.

ex. Doc. No. 2. Page 39

Eli Fry for the use of J. McCon
naty
vs
John S. Sutton

Decree —	$88,60
Penalty	4,43
Costs	9,13
interest —	7,22
	41

Writ

Recd this writ Aug 29 — 1843. offered the property for sale at the Court House Door, on the 16th day of Oct: 1843. having previously advertised the same accordg to law but not sold for want of bidders
Oct 16. 1843, W. W. Steele Shff

Serv	35
Mile	5
Advg	25
	6.5
Sr fee	3,00
Total	$ 3,65

Filed Oct 17. 1843.
John Cassil Clk.

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those lands & tenements of John S. Fulton, to wit; fifteen acres, part of survey No 4069 begining at a stake south corner to Stephen Wingets lot, thence S. 51° 30" E. 60½ poles to another corner of S. Wingets lot, thence S. 39° 30" West & from the begining with the road S. 39 W. for Quantity, to contain 15 acres,

which according to our commands you have taken into your hands, and which remain unsold as you have certified to the Judges of our court of Common Pleas of our said County, to satisfy Eli Fay for the use of John McConnahey the sum of eighty eight dollars & sixty cents the principal and interest and four dollars and forty three cents ~~dollars and~~ the statutory penalty and $9,13 ~~cents for damages, together with $~~ for his costs, with interest thereon from the 11th day of November A. D. 1842 until paid, which late in our said Court the said Eli Fay for &c recovered against the said John S. Fulton as of record is manifest. Also, $ 7,22 _____ 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 Eli Fay for &c

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 29th day of August A. D. 1843

John Cassil CLERK.

Filed Jan. 2, 1843.
J. Cattil,
Clk.

John L Fulton
Ads
John McConchay
Deft
Trs

decree at Nov term
1842

issue an execution
that the decree and costs
may be made pursuant
to said order

Wm C Lawrence
Sol for Deft

Clerk Com pleas
Union County Ohio

No. 42-CH-21

Union Common Pleas Court.

James L Ward
Plaintiff,

AGAINST

Webbler, Ray & Co
Defendant.

April 1843
Decree for pltf.

Journal 3 Page 114

Record No. 4 Page 147

Ex. Doc. Page

are stated in the foregoing Bill, as from the information of others I believe to be true; and that all the defendants, matters and things therein set forth are true in substance and in fact. James L. Ward

Sworn to and subscribed before me this 9th day of September A.D. 1842. James Duncan J.P.

Clerk will issue a subpoena returnable next term. Chas Allison

September 9th 1842 Sol for Compt

Cast bill max

James L Ward
vs
Dibblee Pray & al

Mo to Dissolve inj

I allow an injunction as prayed for in this bill to be continued until the further order of the court, and that the plaintiff give bond and security to the defendant in the sum of $100. dollars, conditions according to law

Silas G. Strong
a.p. acting judge
Sept 9th 1842

Filed Sept 10th 1842
Jarvis Capsie Clerk
Return

Continued

Allison for Complt

11.59
12.30
18.11.79

To the Honorable ~~Silas L Strong, Associate~~ the Judges of the Court of Common Pleas, in and for the County of Union, and State of Ohio, in Chancery sitting:

James L Ward Merchant, of Marysville Union County Ohio, represents that Lewis R. Dibblee, Enos Pray, & Charles C Richardson, Merchants, trading under the firm of Dibblee, Pray, & Co.) of the City of New York, and State of New York) and whom your orator prays may be made defendants to this Bill) on or about the 16th day of March A.D. 1841 became the creditors of your orator for the sum of $258.77 for the price and value of goods, wares and merchandise, purchased by your Orator of said Dibblee Pray & Co.

Your petitioner further represents, that said Dibblee, Pray & Co. did on or about the 3rd day of November 1841 cause suit to be commenced upon said claim, upon the law side of the court of Common Pleas sitting in and for the County of Union and State of Ohio.

Your orator further states that afterwards, to wit, at the April term of the court of Common Pleas aforesaid, A.D. 1842, the said Dibblee Pray & Co recovered a judgement upon said claim against your orator for the sum of $223.31 damages and $8.74 costs,

Your orator further states, that finding himself embarrassed, and owing debts which he was not able to pay, he made his application to the District Court of the United States in and for the District of Ohio, for the benefit of "An act to establish a uniform system of bankruptcy throughout the United States, Approved August 19th 1841, said application was by your Orator duly verified before the proper commissioner for Union County, and State of Ohio, on or about the 18th day of July A.D. 1842, and was filed by him in said District Court, and is set for hearing on the 19th day of October 1842.

Your Orator further states, that after the verification and filing of his said application, to wit, on the 6th day of September

A. D. 1842. the aforesaid Dibble, Pray & Co issued an execution upon said judgement, directed to the Sheriff of the County of Union and State of Ohio, whereupon William Wittel Sheriff of said county, who your orator prayes may likewise be made defendant to this bill, made a levy upon certain personal property of your orator, upon the 7th day of September 1842; and now holds said property, to dispose of it, agreeably to the law in such case made and provided.

Your orator further states, that said personal property, was put in the schedule B accompanying his said application to the District court of the United States, aforesaid, as part of his effects, subject at the disposal of the District court aforesaid.

Your orator further states, that said personal property is such as may be set off to him by the proper assignee appointed by said District court, that all of the aforesaid property your orator expected and believed would be so sett off and allowed to him, and that by the defendants depriving him of said property, he will fail in receiving all that benefit he expected to receive from his aforesaid application to the District court of the United States aforesaid, and by his compliance with the provisions of said Bankrupt Law, and the rules and orders of said United States Court.

Your orator further states, that notwithstanding the compliance aforesaid, he may probably be forever debarred from obtaining that relief he has a right to expect, inasmuch as the Assignee that may be appointed by said District Court, in whom, by law, all your orator's property will be vested, will be unable to find said property levied upon, in your orator's possession, upon whose information of such fact, said Dist. Court will entirely disregard your orator's petition for discharge, as provided by said Bankrupt Law.

Your Orator further states that if said Dibblee Pray & Co. & said Steele are permitted to proceed any further on said judement and execution it will be giving said Dibblee Pray & Co a preference over other of your Orators Creditors, against the spirit and letter of and equitable construction of said Bank-rupt Law

In tender consideration whereof and inasmuch as your Orator can have no adequate remedy by the strict rules of law. your Orator therefore prays, that a writ of injunction may issue that said Dibblee Pray & Co, and said Steele may be compelled to answer all and singular the premises contained in this bill; that all further proceeding under said execution or upon said judement may be stayed; that his property levied upon as aforesaid may be returned to him; that he may retain possession of said property until it may be disposed of according to the provisions of said Bankrupt Law and your Orator further prays that on the final hearing of this cause, the said Dibblee Pray & Co. and said W. W. Steele, may be decreed to release their claim to said property and to withdraw the execution, if it shall appear that your Orator, has been declared a bankrupt, under said Bankrupt Law by the District Court of the United States for the District of Ohio aforesaid. And furthermore that said Dibblee Pray & Co, may be decreed to pay to your Orator such damages as he may have sustained by reason of the premises: and that your Orator may have such other and further relief in the premises, as equity and good conscience may require ~~in the premises~~.

C. W. & Allison Solr
for Complainant

State of Ohio. Union County ss

I James L Ward, being duly sworn, depose and say that all the several matters and things which

James L Ward
vs } Bond

Debtee Ray and Co & Stew

Filed Sept 12th 1842
John Cassil Clerk
Pro tem

(Recorded.)

Know all men by these presents, that we James L Ward John Weaver are held and firmly bound unto Lewis R Dibblee, Enos Pray, & Charles B Richardson, partners in trade under the name and firm of Dibblee, Pray & Co, in the sum of One 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 10th day of September A D 1842.

The condition of the above obligation is such, that whereas, the above named James L Ward, has obtained an allowance of an injunction, before Silas S Strong, an associate judge of 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 Dibblee Pray & Co, against the said James L Ward, at the April Term of said court A D 1842, for the sum of $223.31 damages and $8.74 costs until the matter thereof can be heard in equity: Now if the said James L Ward, shall pay all moneys and costs due, or to become due from him the said James L Ward in said judgment at law, and all moneys and costs which shall be decreed against the said James L Ward in case said injunction shall be dissolved; then this obligation shall be void, otherwise to be in full force and virtue in law.

James L Ward (Seal)
John Weaver (Seal)
(Seal)

We acknowledge service of the within writ and enter our appearance.

Sept. 16th 1842

Lewis R. Dibble
Lewis Gray
& Charles C. Richardson
By A. Hall their
Atty

I acknowledge service Sept. 24th 1842

W. W. Steele Sheriff

Union Com. Pleas.

James L. Ward

v.

Dibble, Gray & Co. & W. W. Steele.

Injunction allowed, and Bail given.

John Cassil,
Clerk pro tem.

Served on W. W. Steele Sept. 24. as per Acknowledgment. the others not found

L. L. Woods Coroner

fee	95
Mile	05
	1.00

Filed Sept. 24, 1842.

John Cassil,
Clerk pro tem.

The State of Ohio, Union County, ss.

TO THE ~~Sheriff~~ Coroner OF said COUNTY, GREETING:

We command you that you summon Lewis R. Dibblee, Enos Fray, and Charles C. Richardson, (trading under the name and firm of Dibblee, Fray & Co.) and William W. Steele,

to appear before our Court of Common Pleas in and for the County aforesaid at the Court house in said county, on the eighth day of November, A. D. 1842,

to answer the matters and charges contained in a Bill

in Chancery exhibited against them, by

James L. Ward, 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~~ John Cassil pro tem., Clerk of said Court at the Court House in Marysville this

12th ~~tenth~~ day of September, A. D. 1842.

John Cassil,
Clerk pro tem.

Chancery Case File

Case No. 1842-CH-0022

No. 42-CH-22

Union Common Pleas Court

James L. Ward
Plaintiff,

against

James January et al
Defendant.

APR TERM 1843

Judg. to Defendant

Journal 3 Page 124

Record No. 4 Page 160

Ex. Doc. Page

Cost bill made

James L Ward
vs
James January
Robson L Brome et al

Bill to Injoin Judgt
Bankruptcy

I allow an injunction as prayed for in this bill, to be continued until the further order of the court, and that the complainant give bond and security to the defendants in the sum of $50 dollars conditioned according to law

Silas G Strong
Associate
Judge

Filed September 16, 1842
John Cassil, Clerk
pro tem

Recorded
Allison
Per Comp

Stated in the foregoing Bill, upon 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.

James L. Ward

Sworn to and subscribed before me this 16th day of September 1842

Aquila Stevens
Justice of the Peace

Clerk will issue a subpoena returnable next term.

C W Allison

~~Sept~~ September 16th 1842 Ord for compl

entirely disregard your Orators petition for discharge as provided by said Bankrupt Law.

Your Orator further states, that if said January, Broome, and Hurley are permitted to proceed any further upon said judement and execution it will be allowing said January, & Broome, a preference over other of your Orators creditors, against the spirit and letter of an equitable construction of said Bankrupt Law.

In tender consideration whereof and inasmuch as your Orator can have no adequate remedy by the strict rules of law, your Orator therefore prays that a writ of injunction may issue; that said James January, Robson L Broome & John Hurley may be compelled to answer all and singular the premises contained in this bill; that all further proceedings under said execution, or upon said judement, may be stayed; that his property levied upon as aforesaid may be returned to him; that he may retain possession of said property until it may be disposed of according to the provisions of said Bankrupt Law. And your Orator further prays that on the final hearing of this cause the said January, Broome, and Hurley, may be decreed to release all claim to said property, and to withdraw the execution if it shall appear, that your Orator has been declared a bankrupt under said Bankrupt Law by the District court of the United States aforesaid. And furthermore that said January and Broome may be decreed to pay to your orator such damages as he may have sustained by reason of the premises, and that your Orator may have such other and further relief in the premises, as equity and good conscience may require.

C M B Allison for Complainant

State of Ohio, Union County ss

I James L Ward, being duly sworn; depose and say, that all the several matters and things, which are

Chancery Case File

Case No. 1842-CH-0023

No. 42-CH-23

Union Common Pleas Court.

Aquilla Turner
Plaintiff,

AGAINST

Ormae Sherwood
Defendant.

JUL TERM. 1846

Judgment VS Plaintiff

No Record

Journal 3 Page 430

Record No. Page

Ex. Doc. Page

In Union Common Pleas

Aquilla Turner

vs

Ormel Sherwood et al

Filed September 26, 1842.
John Caddil, Clerk pro tem.

I allow an injunction to issue in this case upon the petitioner giving bond in the sum $300 dollars. conditions as the law directs

Silas Strong Approved

Cost bill made
No Record

To the Honorable the judges of the Court of Common Pleas in and for the County of Union setting in Chy.

Your petitioner Aquilla Sumner of Union County aforesaid represents and States to the Court. That on or about the 3d day of Oct 1839. Ormel Sherwood, E. A Gregory & Charles Gregory (of Franklin Co Ohio whom your petitioner pray may be made defendants to this) under the name of Sherwood Gregory & Co. recovered judgment on the law side of this Court against John Inmes Peyton B Smith & Eli Sandy for the sum of 241 24/100 dollars. damages & 49.31½ Costs of Suit

That on the 5th day of December 1837. they caused execution to be issued upon said judgment to Runson Clark then Sheriff of said County of Union which was returned "Levied upon one Yoke of work Oxen - One horse beast - one Bureau - one Clock & one pair of Weighing Scales the property of I Inmes - Levied on 3 Cows the property of PB Smith - and on two horse beasts the property of E Sandy offered the same for sale but not sold for want of bidders

That on the 14th day of March AD 1839. a vendetioni Exponas was issued upon said judgment direct to the Sheriff of said County of Union (then Runson Clark whom your petitioner prays may also be made defendant to this bill) which said Vendi was returned advertised property for sale but found no bidders

That on the 22nd day of July 1839. an alias Vendetioni Exponas with a Clause was issued to said Sheriff upon said judgment commanding him in due form to expose to Sale the goods & Chattels previously levied and if in his opinion the property in his hands was insufficient to satisfy said judgment that he proceed to make further levy. which was returned. August 1st Levied upon 3 Cows & their Calves one Yoke of two years old Steers. - August 5th Levied

upon two bay mares & one sucking colt all the property of Defendant Sundy the above property adjudged by a jury to be the property of P Mathiot advertized property to sell on the 31st day of august and offered the clock and bureau and found no bidders the other property not delivered"

Your petitioner further states that some time in the month of april 1839 your petitioner became signer as security upon a bond for said Defendants Turner Smith and Sundy to said Clark for the delivery of the following property upon the day of sale or when called for to wit one yoke of oxen three horse beasts three cows one bureau 1 clock & 1 pair weighing scales

Your petitioner further states that no demand was ever made upon him for the delivery of said property or any notice of the day of sale extended to your petitioner ~~or any~~ by said Clark or any person for him but your petitioner is informed and believes that two of the cows taken in execution as aforesaid sickened and died and that the other cow was delivered to Clark upon demand by P B Smith and that the Bureau & Clock was delivered to said Clark by said John Turner So that the only property which by law your petitioner was bound to deliver which was not delivered consisted of the oxen horses & scales which were not worth more than $75.00 at that time.

Your petitioner further states that on the 24th day of December 1839 Eli Sundy one of the defendant to said judgment assigned and sold as part payment of the aforesaid judgment to said Negro Hy $42.90 out of a judgment of 47.90 recovered by said Sundy against Hezekiah Bates which said sum of $42.90 was never as petitioner is informed and

Lawrence by Mr Lawrence Atty for said Thomas Gregory & Co. and agreed to be credited upon said judgment

Your petitioner further states that on or about the 15th day of May 1840 the said Ransom Clark commenced suit upon the law side of this Court against John Turner Eli Sandy, Peyton B Smith and your petitioner upon said Bond — and your petitioner being informed by his co defendants that said Clark had represented that he would ask judgment for no more than was just and right, deducting the value of said cows and the property delivered as aforesaid — relying upon such promises so fraudulently made as aforesaid your petitioner and the other defendant were induced not to appear in said last mentioned case but made default — But the said Clark neglecting to comply with his said promises but fraudulently intending to injure & wrong your petitioner on the 6th day of October 1840 took judgment against said defendants for the sum of 400$ with leave to take execution for the sum of $260.00 and costs of suit being more than the full value of all the property mentioned in said bond without any credit.

Your petitioner further states that on the 12th day of October 1840 a writ of Execution was legally issued out of the Clerks office of said Court directed to Coroner of said County of Union commanding him to make the said sum of 260$ debt 13 87½ cents out of the goods Chattel lands & tenements of the said Turner Smith Sandy & your petitioner to render unto Ransom Clark &c. This was returned in due time with the following indorsement. "Oct 20 levied upon one sorrel mare & Colt, one Rick of Wheat — one stack of Oats four stacks of Hay, also a quantity of

hay in the barn. and ten acres of Corn in the shock the above property levied as the property of Eli Sundy. also a quantity of Wheat in Aquilla Turners barn and sixteen acres of corn on the place levied as the property of said Turner also one Mare and two Cows levied as the property of Aquilla Turner Oct 23d 1840

Oct 23d 1840 levied on ten acres of wheat in the ground and sixteen head of sheep one yoke of oxen three cows 20 head of hogs 2 spring Calves – the goods of Eli Sundy replevied. and the goods of Aquilla Turner not sold for want of bidders ~~July 20 1841~~ J Ward Coroner

Fee 1,90

your petitioner further states that on the 17th day of August 1841. a vendi issued upon said judgment directed to the Coroner of said County – which was returned in due time with the following indorsement. "Served Aug 4th 1841. on one Mare. 2 Cows a quantity of Corn in the field 200. dozen of wheat in the barn advertised sale to be Aug 14th 1841 sold property for $7.50

James J Ward Coroner 2,05

You petitioner further states that at the Nov. Term of this Court. 1841 the said James J Ward recovered judgment against Joshua McNutt (who replevied the goods & Chattel of Eli Sundy taken in execution upon said judgment as aforesaid) for the sum of $61.17. damages and Costs of suit – for the price and value of property which should have been appropriated to the payment of the judgment against your petitioner and others

Your petitioner further states that notwithstanding the premises. on the 17th day. September 1842. an alias Vendi with a Clause issued from the Clerks office in said County directed to the Sheriff of said County of Union in due form of Law.

placed in the hands. William W Stute Sheriff of Union County (whom your orator prays may be also made defendant to this bill) who has proceeded to levy upon a further large quantity of your orators property to satisfy said judgment — without further credit than said last mentioned $7.50

In tender consideration whereof and in as much as your orator has no remedy by the strict rules of law your petitioner prays that the said defendant be compelled to answer all and singular the matters and things contained in this bill as particularly as though specific interrogatories were put — That said State be injoined from proceeding with said execution until your petitioner can be heard — and on final hearing of this bill your petitioner prays that an account be taken of the true amount due upon said original judgment — and that all the proper credits to which your petitioner is entitled be allowed & so much of said original judgts cancelled and such other and further relief as equity and good conscience may require

Aquilla Turner

State of Ohio Union County ss

Personally appeared before the subscriber a justice of the peace in and for said County Aquilla Turner who makes oath that the matters and things stated in the above bill as of his own knowledge are true and the things stated from the knowledge of information others he believes to be true

Aquilla Turner

Subscribed and sworn to this 29th day of September 1842

James Turner J.P.

Union Common Pleas.

Aquila Turner
vs.
Ormel Sherwood et al.

Injunction allowed and Bail given, Sept. 26, 1842.
John Cassil,
Clerk pro tem.

Served by Copy on
W. W. Steele
T. Gregory
Ranson Clark
Ormel Sherwood
and Charles Gregory
not found
September 26. 1842
J. F. Woods Coroner

Service. — — 140
5
Mileage —
Filed Oct. 25, 1842.
John Cassil, Clerk.
pro t.

Schmarler & Service Sept. 26 1842
W W Steele

The State of Ohio, Union County, ss:

TO THE ~~SHERIFF~~ Coroner OF Union COUNTY, GREETING:

We command you that you summon Ormel Sherwood, E. N. Gregory, Charles Gregory, Ransom Clark and Wm. N. Steele,

to appear before our Court of Common Pleas in and for the County aforesaid at the Court House in said county, at the next term thereof, November 8, A. D. 1842,

to answer the matters and charges contained in a Bill in Chancery exhibited against them by Aquila Turner, 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,~~ John Cassil, Clerk pro tem. of said Court at the Court house in Marysville, this 26th day of September, A. D. 1842.

John Cassil,
Clerk pro tem.

In Union Com Pls

Aquilla Tenn
vs
Sherwood et al

exceptions to ans

Filed by agreement
and Consent of Counsel
on Complt & Respondents
April 19th 1843
John Cassil,
Clerk.

Acquilla Turner
vs
Ormel Sherwood et al

In union Coummon Pleas
To april Term 1843
In Chancery

And now comes the said Turner and excepts to the answer of the said Ransom Clark for its many errors & insufficiency

First Because the said Clark does not answer the material allegations charged in complainants Bill. respondant does not admit or deny but that at the time of the issue of execution and levy which this bill was brought to injoin. there was not a large amount of property more than sufficient to satisfy said judgment then in disposed of. beside the amount Replevied ~~in the~~ by Joshua Mathiot which had in no way been credited upon said judgment but ~~Ca~~ bindi with a clause upon ~~of~~ and levy was made for the full amount of said judgt

2d said answer does not state whether the credit of $35.00 paid by Bates was made as stated in Bill

3d. said ~~Ans~~ answer does not admit or deny whether the action of Replevy for the goods and chattels taken in execution to satisfy said judgment in favour of R Clark by James L Ward then Coroner of said County of Union & having said Execution endorsed. was not prosecuted in the name and against said Coroner who was liable to said Clark for the past & legal appropriation of said property to the payment of said judgment

4th said answer is in other respects informal and insufficient.

A Hall Sol
pro Complt

Union Common Pleas.

Aquila Turner
vs.
O. Sherwood et al.

Precipe for Summons.

Filed Sept. 26, 1842.
John Cassil,
Clerk pro tem.

Aquilla Sturm
vs
Ormel Sherwood
E N Gregory
Charles Gregory
Ranson Clark
W W Hube

Issue subpoena returnable next term to the ~~Sheriff~~ Coroner of Union & Sheriff of Franklin Cos indorse injunction allowed and bond given

R Hale
attorney

To Clerk of U C P.

and having thus fully answered he prays to be dismissed with his costs in this behalf unjustly forced against him and as in duty bound &c

By Wm C Lawson
his Sol

State of Ohio
Union County ss } personally appeared Ransom Clark who being duly sworn according to Law says that the matters and things stated in the foregoing answer as of his own knowledge are true in substance and in fact and so far as stated on the knowledge of others he believes to be true.

R Clark
R Clark

Sworn to and subscribed before me this 4th day of June 1842

William B. Morin J.P.

Sworn and subscribed to before me the 21. of April 1843

John Cassil, Clerk.

Union Com Pleas
R. Clark
Adm's Ans
A Grilla Furman

Filed Dec 5th 1842
Nom. Capit Clerk

The separate answer of Ransom Clark one of the defendants to a bill in Chancery exhibited by Aquilla Furnee in the Court of Common Pleas of the County of Union

This defendant now comes and for answer to said Bill or of so much thereof as he is advised is material for him to answer in answering says that as to the Judgments in favor of Sherwood Gregory & Co and the subsequent issues, levies, and sale he cannot speak positively as to amounts and date but is willing to believe that the truth is as stated in said bill. That it is true that this defendant sued Compt and others as charged but as to making any agreement with them as to what amount Judgment should be taken for or what property should not be valued in rending up the Judgment this defendant has no recollection of any such thing and does not believe any such arrangement ever was make, This defendant further denies that Judgment on the Bond was ever rendered for this defendant for more than to which the property was fairly valued on trial nor so much by a considerable sum This defendant remembers that it was proved on trial that prior to the day of sale Sundy had sold two of the Horses for one hundred and sixty five dollars

The oxen were valued at forty five dollars the other horse at fifty dollars. The weighing scales were not delivered nor the Clock farther than the case the works being all gone and no cow delivered on demand but was by this defendant demanded and when not turned out was put up but on the time of sale the fence was let down and the cow gone so she could not be obtained. As to the value of the scales clock cow &c this defendant does not remember but knows that the value of the property was estimated greater than the amount of Judgment taken. And remembers further that the Judgment was intended to cover my liabilities as Sheriff and no more and this deft further states that Compt has repeatedly told this deft that he would go and settle or compromise the Judgment in favor of Sherwood Gregory & Co so as to relieve this defendant from liability and that it was all this defendant ever asked or craved at his hands This deft further states that as he virily believes it never was the intention of Sundy to deliver any of the property after the Compt was security for its delivery as said Sundy was only liable as security for John Turner the Brother of Compt and Sundy seemed to think if any body had to suffer for John it had better be his Brother. This deft further states that the sale was regularly advertised at the proper place and demands made of every one as this deft

went round from place to place trying to hide
This deft further states that the levy on the property
of E. Sandy which was replevin from the coroner
was made at the instance ~~and~~ of the said Compt
and the suit was prosecuted against Mathiott for
his use and by counsel employed by himself
for ~~and~~ ~~was~~ ~~under~~ ~~the~~ ~~control~~ of his Compt's benefit ~~and~~ and was as much under
his control as any body else and that he this deft
is further informed that the money was made on
said Judgment against Mathiott since the
commencement of this suit and is not under the
control of this deft and the money has all been paid into the hands of his compt's
counsel in the case of replevin
and deft further states that as he
is informed and verily believes that Wm C Lawrence
Counsel for ~~Gregory Burr~~ Sherwood Gregory & Co
for this deft and for compt in the case vs
Mathiot offered to go into the Clerks office at any
time with compt and ~~[illegible]~~ ascertain by all due credits
the amount of ~~the~~ the sum still coming to said company
so as to enable compt to compromise with
the Company and pay them off ~~for~~ in property which
they offered to take on the day on which execution
last was issued and levied as complained of and
prior thereto. This deft further states that as to the
money made in the case of Bates he does not know
when it was received whether before judgment or
not

Union Common Pleas.

Aquila Turner
vs.
Ransom Clark.

Injunction Bond.

Filed Sept. 26, 1849.
John Cassil,
Clerk pro tem.

Know all Men by these Presents, That we, Aquila Turner and Thomas Turner, are held and firmly bound unto Ransom Clark in the sum of Three 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 26th day of September, A.D. 1842.

The condition of the above obligation is such, that whereas, the above named Aquila Turner 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 Ransom Clark against the said Aquila Turner, at the October term thereof, A.D. 1840, for the sum of two hundred and Sixty dollars damages and $13.07½ costs, until the matter thereof can be heard in equity.

Now if the said Aquila Turner shall pay all moneys and costs due, or to become due, from him the said Aquila Turner in said judgment at law, and all moneys and costs which shall be decreed against the said Aquila Turner in case said injunction shall be dissolved, then this obligation shall be void - otherwise in full force and virtue in law.

Aquila Turner (Seal)
Thomas Turner (Seal)

Approved, this 26th day of September, A.D. 1842.
John Cassil, Clerk pro tem.

Chancery Case File

Case No. 1842-CH-0025

Chancery Case File

Case No. 1842-CH-0026

No. 42-CH-26

Union Common Pleas Court

William M. Badley
Plaintiff,

against

John K. Brown
Defendant.

APR TERM 1843

Judg. Gr. Deft.
$226.25

Journal 3 Page 99

Record No. 4 Page 125-276

Ex. Doc. 1 Page 312

In Union Circuit Ct

William N Bayley

v

John H. Brown

Bill in Eqy

Filed Nov. 7th 1842.

John Cadell, Clerk
pro tem.

Cost bill made

Recorded

Hall for Complt

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

Humbly complaining your Orator William N. Badley of the County of Union and State of Ohio represents unto your Honors. That on or about the 26th day of May 1840 one John H Brown (of the County and State aforesaid whom your Orator prays may be made defendant to this bill) being in want of money applied to your Orator for a loan and then & there being or pretending to be seized in fee simple of a certain tract of land situate in said County and described as follows. Part of Survey No 5499 Virginia Military Bounty land bounded and described as follows. Beginning at a sugar tree Ironwood and dogwood. South West Corner to lot No 8. Thence North 9° 25" west 120 poles to a stake Thence South 80° west 186 poles to a sugar tree and hickory Thence South 9° 25" East 120 poles to a hickory and beech in the south line of the original survey. Thence with the line of said survey. Connecting the course thereof North 81.30° East 136 poles to the beginning — Containing one hundred & five acres more or less — desired to loan of your orator. the sum of two hundred and ten

dollars to be secured by a Mortgage upon said premises. That your orator did loan to said John K Brown the said sum of two hundred and ten dollars and thereupon the said Brown to secure the repayment of the same with lawful interest by his deed duly executed on or about the 26th day of May 1840 conveyed the same premises to your orator in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of money with lawful interest on or before the 20th day of October 1842 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 orator further represents that neither the said sum of two hundred and ten dollars or any part thereof was paid to your orator by the time limited ~~by~~ that behalf... whereby the legal estate in said premises became vested in your orator redeemable nevertheless in equity on payment of the principal and interest due and to become due thereon

That the sum of 210$ principal & a large amount of interest thereon being due & unpaid he applied

to said Brown and asked him to pay the same to your orator but he has & does neglect and refuse so to do

Your petitioner therefore prays the writ of subpoena may issue against the said John K Brown that he may be compelled to answer all & singular the matter & charges contained in this bill That an account be taken of the amount of principal and interest due your orator upon said Mortgage That said premises may be sold and the proceeds thereof applied to the payment of your orators said principal and interest. And that your orator may have full relief according to Equity and good conscience

By A Hale Sol
for Complt

Union Common Pleas

Wm N Badley

vs

John K Brown

Order to Sell Land

Advertised property to be sold agreeable to the Statute, on the 9th day of October AD 1843 – Not sold for want of bidders, J E Miller Mast Comr
for N. W. Stule

Filed October 10th 1843
John Cassil Clerk

Serv	35
Mile	5
Adv'g	25
	65
Fees for,	3.75
	4.40

The State of Ohio
Union County ss.

Court of Common Pleas. April Term 1843

William A Badley
vs
John R Brown } In Chancery

This cause came on to be heard upon the Bill & exhibits, and the defendant having failed to plead, answer or demur to complainants bill, and the Court being fully advised in the premises, do find, that there is due to the complainant from the defendant the sum of $226.25 and that the lands & premises described in complainants bill were conveyed by the defendant to the complainant to secure the repayment of said sum. The Court therefore order adjudge & decree, that the defendant do, within ten days from the rising of this Court, pay to the complainant said sum of $226.25. together with the costs of this suit or in thereof, that said defendant be forever barred & foreclosed from all equity of redemption of, in & to said Mortgaged premises in complainants bill described. and that the Master Commissioner of this Court proceed to cause said premises to be appraised, advertised & sold at public auction, as upon executions at law. and that the money arising from said sale, he bring into this Court, on the first day of the next term thereof, to which time this cause stands continued.

And afterwards to wit on the 5th day of July 1843 this cause was continued under the former Order

I John Cassil Clerk of the Court of Common Pleas in and for the County aforesaid do hereby certify that the above is taken and correctly copied from the Records of said Common Court. In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 3rd day of September AD 1843

John Cassil Clerk

Union Common Pleas.

William A. Badley
vs.
John K. Brown.

Precipe in Chancery.

Filed Nov. 7, 1842.
John Cadwl, Clerk
p.t.

William N. Badley
vs
John N. Brown

Chy. Jno Subpoena

Union Common Pleas.

William A. Badley
vs.
John K. Brown.

Chancery.

Served by certified Copy
Nov 8. 1842
W W Stutt Shff

Serv 35
Mile 35
Cop 10
50

Filed Nov. 9, 1842.
John Cassil Clerk
n.t.

Recorded

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon John R. Brown

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 their next Term~~ Forthwith to answer the matters and charges contained in a Bill in Chancery exhibited against him by William N. Badley, 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~~ John Cassil, Clerk pro tem. of said Court at the Court House in Marysville this Eighth day of November, A. D. 1842.

John Cassil, Clerk pro tem.

Union Common Pleas.

W. N. Badley
v.
Jno. K. Brown.

Order to sell lands.

Offered defts lands for sale agreeably to the within advertisement — not sold for want of bidders.
July 1, 1843.
James E. Wilson,
Mas. Commr.

~~Fees:~~
~~Advertising~~

Fees — Serv .35
Mile .35
Inquest 1.00
Advertg 2.75
$4.45

Filed July 3, 1843
John Coats Clerk

COMMISSIONER'S SALE.

Pursuant to an order of the Court of Comm on Pleas in and for Union county. O. made at April term 1843, I will offer for sale at public outcry, at the door of the court house in Marysville in said county, on Saturday the first day of July, 1843 between the hours of 10 o'clock A, M. and 4 o'clock P. M., the following described real estate, to wit: Part of survey No. 5497, Virginia Military bounty land, bounded and described as follows: Beginning at a sugar tree, ironwood and dogwood, south west corner to lot No. 8; thence north 9 deg. 25 min. west 120 poles to a stake; thence south 80 deg. west 136 poles to a sugar tree and hickory; thence south 9 deg. 25 min. East 120 poles to a hickory and beech in the south line of the original survey; thence with the line of said survey co..ecting the course thereof, north 81 deg. 30 min. east 136 poles to the beginning containing one hundred and five acres, more or less, situate in said county. To be sold pursuant to an interlocutory decree of said court in favor of William N, Badley vs John K. Brown.

J. E. WILSON,
Master Commissioner in Chancery.
May 27, 1843, n21 3t.

To Messrs. William N. Steele, Norman Chipman and ~~Alexander Pollock~~ R. L. Broome:

Gentlemen — You are hereby appointed to appraise the premises described in the annexed advertisement, within 20 days, and return your appraisement to me according to law.

James E. Wilson,
Mas. Commissioner.

May 27, 1843.

In Obedience to the above order we do appraise the lands described in the Notice hereto attached after having viewed the same at Seven hundred & Fifty dollars Given under our hands and Seals, this 2nd day of June AD 1843

N. Chipman (Seal)
Wm N. Steele (Seal)
Robert L Broome (Seal)

Fee $3.50 each $1.50

Personally appeared before me. the above Appraisers, and made oath, that they would discharge their duties as such agreeable to the Statute in such Cases made and provided, Given under my hand this June 2nd AD 1843.

James E. Wilson,
Mas. Commissioner

No. 42-CH-27

Union Common Pleas Court.

James L Ward et al Plaintiff,

AGAINST

Robert L Brown Defendant.

APR 1843

Judg vs Defendt

Journal 3 Page 124

Record No. 4 Page 160

Ex. Doc. Page

In Union Common Pleas

James Ward
vs
John D. Irwin &
Robson S. Broome

Bill.

Filed November 8, 1842.
John Carril, Clerk
pro tem

Recorded
On Exceptions
Cost bill made

Mov to strike name of
Irwin from files

1 copy to Broome.
1843
Hall for Complt.

Recorded in Rec 9 Pg 84
Oct 4. Com Pl Record
The Circuit Court Union
Common Pleas

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

Humbly complaining your orator James Ward of the County of Union and State of Ohio. represents to the Court. That on the 30th day of August 1842 your orator recovered judgment upon the law side of this Court against one John Irwin whom your orator prays may be made defendant to this bill. for the sum of two hundred and fifty one dollars and forty three cents damages and $10.45 Cost of suit

That on the 3d day of October 1842 your orator caused a writ of execution (Fifa) to be issued from the Clerks office of said County upon said judgment directed to the Sheriff of said County in due form of law. Which said writ was on the 8th day of Nov. 1842 returned with the following indorsement. Viz. "Rec this writ Oct 3d 1842 levied by instruction of Plaintiff on a lot of brick near the Methodist church. a frame building used as a Shop near the public square, the wood work of two two horse waggons, Oct 7th 1842. also upon the undivided half of the lot No 2 in Marysville. known as the military square in said town appraised said undivided half of said lot by the oaths of Alexander Pollock Jeremiah Curl & Jacob Bonze at forty dollars. Oct 29. 1842. ~~Appraised~~ advertized personal property for sale Nov 5th 1842 woodwork of the waggons released by Pltffs Atty upon proof that they were the property of Thomas Turner. sold the shop for $13.75 the brick for $2.00 making in all $15.75 the residue not sold for want of time No other goods chattels lands

or tenements found whereon to levy this writ

Your orator further states that the property sold upon said execution together with the property remaining unsold to satisfy upon as aforesaid if sold at a fair value will but little more than pay the costs of said suit at law.

Your orator here charges that it is useless to attempt to make your orators said judgment by execution as the said John D Irwin has no other property subject to execution

Your petitioner further charges that on or about the 7th day of September 1835 the said John D Irwin by the name of John Irwin purchased by title bond of one Robert L Broome of said Co (whom your orators prays may also be made defendant to this bill) the following piece or parcel of land to wit. Part of Margaret Bailys subdivision of of her two thirds of Military Survey No. 3551 Part of lot No 2 of said subdivision bounded as follows. Begenning ~~sixrods~~ at the S. E corner of a lot sold by said Broome to Daniel Williams and six rods from the S W corner of said lot No 2 Thence East sixteen rods Thence North 15 Rods Thence West 16 Rods Thence South 15 Rods to the begenning containing one & one half acres lying in the County of Union and State of Ohio:

Your orator further charges that on the 8th day of September 1835 The said Irwin paid said Broome the purchase money in full for said land and took his receipt therefor

Your orator further charges that notwithstanding the premises - The said Broome conspiring with

the said Irwin to injure and defraud your
orator. and prevent him from collecting his
said judgment - neglects and refuses to pass
the legal title to said Irwin. but on the contrary
pretends. sometimes that said Irwin has no title
either in law or equity in said premises
in tender consideration whereof and in as much
as your orator has no remedy. upon the law side
of this Court. your orator prays your. most gracious
writ of subpoena: That said John D Irwin
and said ~~J~~ Robeson L Broome may be com
-pelled under the oaths to answer all and singu
-lar the matters and things contained in this bill
as fully as though they were put to specific interrogatories
That said Broom answer whether he did not sell
said premises to said Irwin and whether
the purchase money has not long since been
paid in full.
And on final hearing of this bill your orator prays
that the said Broome be decreed to convey said
premises as by his bond he is bound to do
and that the same may by decree of this Court
be sold to satisfy your orators said judgment
and such other and full relief as equity
may give

A Hall atty pr
Petitioner

Union Com. Pleas,

James Ward
vs.
John D. Irwin &
Robson L. Broome.

Served by Certified Copies
Nov 8. 1842
W M Steele Sheriff

Serv	55
Mile	05
Copies	20
	80

Filed Nov 28th 1842
John Caffil
Clerk Protem

Recorded

27
12
51

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon John D. Irwin and Robson L. Broome

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 James Ward, 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~~ John Carrel Recorder, Clerk of said Court at the Court house in Marysville, this 8th day of November, A. D. 1842

John Carrel, Clerk pro tem

Union Common Pleas.

James Reed
vs.
John D. Brown &
Robson L. Brooner.

Precipe.

Filed Nov. 8, 1842.
John Cassil, Clerk
pro tem.

Plain

Ward
Susan J Barrows

Issue Subpoena
Returnable forthwith
H Hall atty
for Petitioner

Clerk

James Ward
vs.
John D. Brown & Robson L. Boone } Answer

Filed June 6th 1840
John Capil Clk

Recorded

legal title in himself.

And the Defendant denies all fraud and combination wherewith he stands charged. And having thus fully answered all the matters contained in said bill which he is advised it is material for him to answer, he prays to be hence dismissed with his costs, &c.

John D. Irwin

I, John D. Irwin, being duly sworn, depose and say that all the several matters and things which are stated in the foregoing answer, as from my information & belief, I believe to be true, and that all the several other matters & things therein set forth are true in substance and in fact.

John D. Irwin

Sworn to and subscribed before me this 5th day of June 1843.

James Turner J.P.

The Separate answer of John D. Irwin, defendant to the Bill of James Ward, Complainant:

The said John D. Irwin now comes, and for answer to the said bill of the said James Ward says, that it is true that said Ward recovered judgment against said Defendant on the 30th day of August 1842, as is charged in said bill of said Complainant; and that execution was issued against the defendant, and that said execution was returned endorsed as is charged in said Bill of said Complainant.

And the Defendant further answering says, that he is informed and verily believes that the proceeds of the property sold under the afore said execution, ~~together with the proceeds of the real sold property subject to the execution of the same shall be sold, will~~ will pay considerably more than the costs of the said suit at law; — (all of said property so levied on by said execution having been sold previous to the time of the filing hereof —) but how much more than the amount of said costs, said proceeds will pay the said Defendant does not know.

And the said Defendant further answering says, that it is true that he has no other property subject to execution.

And the said Defendant further answering says, that it is true that he purchased, by title bond, of Robson L. Broome, the said parcel of land, part of Margaret Baily's sub division of her two thirds of Military Survey 35 31, as is charged in said Bill; but said defendant never received the legal title to said land, for the following reasons — first, he cause, as he is informed & verily believes, said Broome has never been himself possessed of the legal title, & therefore could not convey to the defendant. — Second, because the Defendant and said Broome agreed that they would exchange lands, and accordingly ~~[illegible]~~ delivered to each other title bonds for the lands exchanged, said land for which said bond was given by said Broome to the defendant being the same mentioned in said Bill; and it was agreed between the defendant and said Broome, that, as boot, the said Broome should pay all arrearages upon said land given by the defendant to said Broome, not exceeding $35.00, and that if said Broome should pay any more than said $35.00, said Irwin should refund the same to said Broome; and said Broome, has ~~been~~ compelled to pay more than $35.00 on said land, and the defendant has not refunded the same; and said Broome has therefore declined to make a conveyance to the defendant; — and said Broome receipted in full for the purchase money of said land on said title bond, at the time charged in said Bill; but said receipt would not have been endorsed if it had then been known that said Broome would have the afore said arrearages to pay, which he has since paid, greater in amount than $35.00

And the Defendant long since, to wit: on or about the 20th of June 1842 sold said land & said bond therefor to another person; ~~and~~ has made no conveyance thereof for want of a

Over

James Ward
vs } Depositions
John D Irwin
Robson L Broom

Filed July 3rd 1843
John Caspie Clk

Issued at the request of Wm Gurry an
attorney in the case
Wm Caspie Clerk

James Ward
vs

John D Brown et al

Filed July 5th 1813
John Capsillh

Recorded

James Ward
vs
John D Irwin &
Robson L Browne

In Chy.
In Union Common Pleas

Complt now comes and excepts to the answer of said John D Irwin for the following reasons.

1st " Said answer is insufficient – does not make a full disclosure of the facts called for by the bill

2nd " The answer avoids Complts equity upon the land in question by stating he had sold it previous to the filing of the bill without disclosing to whom he has sold said land

3d " The answer does not deny or admit that the equity was at the filing of the bill is at this time vested in Deft Irwin notwithstanding said pretended sale

4th The answer is in other respects insufficient

A Hall Atty
for Complt

In Union Comm Pleas

James Ward

v

Irwin & Bronnie

Exceptions to Bronnie
answer

Filed 2nd July 1843
John Cassil
Clerk

Recorded

James Ward

vs

John D Fowing
Robson L Broome

In Chy

James Ward now comes and excepts to the answer of the said Robson L Broome for the following reasons

1st The answer is not sworn to according to law

2.nd It is not responsive to the bill in any particular

3d. The said Broome is in contempt with the court for filing such an answer

By A Dale
his atty

James Ward
vs.
John D. Irwin &
Robert L. Broome

In Chancery:

Exceptions taken by the Defendant John D. Irwin to the report of James E. Wilson, Master in Chancery, made in this Cause, and ~~bearing date~~ filed Sept. 16th 1843

1st For that the said Master in his report has stated that the answer of John D. Irwin is not responsive to the bill in that it does not deny or admit that the equity of said land at the time of said sale was in him the said Irwin.

2d For that the said Master in his report has certified that the said answer of said Irwin is not responsive to the bill in that it does not disclose to whom the said land was sold by the said Irwin. — In all which particulars said Defendant excepts to said report, and appeals therefrom to the judgment of this Court.

Ryan & Campbell his Atty.

Union Com. Pleas.
James Ward
vs.
Irwin & Broome.
Chancery.
Masters Report.

Filed Sept. 16, 1843.
Milton Gaffield
Clerk

Recorded

Master's fee, $2.00

James Ward
vs.
John D. Irwin &
Robert L. Broome.

In Chancery.

The Report of James E. Wilson, Master in Chancery, to whom this cause stands referred, for the purpose of ascertaining whether the answer of said Irwin is responsive to the bill of complainant, and discloses all the facts called for by the Bill, pursuant to the interlocutory decree, rendered at July Term, A. D. 1843.

The answer admits the truth of the allegations in the bill in reference to the judgment, execution, and return: and also the allegation that said Irwin has no other property subject to execution.

The bill ~~states faith~~ avers that the property levied upon will but little more than pay the costs of said suit at law. The defendant, in his answer, says, that the proceeds of said property, according to his information and belief, will pay considerably more than said costs.

The answer also admits the charge in the bill, relative to the purchase of the land therein mentioned.

The answer is in all other respects responsive to the bill, and makes sufficient disclosures of the matters called for, except that said Irwin does not deny or admit that the equity, at the time of ~~the~~ the filing of the bill or since, was vested in him the said Irwin, and does not disclose to whom he sold said land. These matters, in my opinion, he should specifically answer.

Respectfully submitted.

James E. Wilson
Master Commissioner.

Mon Com Pleas

Exceptions to
John D. Irwins
Amended Answer

Filed April 16th 1844
John Cupsil Clerk

James Ward
vs
John S. Irwin
& R. L. Broome

In Chancery for hearing after the filing of the second or amended answer of defendant John S. Irwin

And the said James Ward by his counsel comes and again excepts to the amended answer of the said John S. Irwin

1st Because it is not responsive to the Court

2nd that it is filed after the expiration of the rule for answer

3rd that it is not responsive to the Bill

4th that it does not purport to answer fully the allegations of the Bill as to his knowledge or belief

5th Because it irregular informal unsatisfactory defective and insufficient generally and under.

By Wm C. Lawrence
Sol for the Complt

Union Com Pleas

John D. Irwin

ads

James Ward

Irwin amended answer

Filed April 16. 1844
John Caspie Clerk

James Ward
vs
John D Irwin
Robson & Broome

Said John D. Irwin in amend
:ing his Answer to the bill of James
Ward. that on or about the 20 day
of June 1842 he sold his equity
in the land mentioned in Complainants Bill. and
the said John D. Irwin since has had no claim
to said land mentioned in complainants Bill
the price of said land was supposed to be 150 dol
:ars and the said Irwin wishes that this honorable
Court to acquit him for he is a poor man and
is not able to employ an attorney. The atto
:rney that the said Irwin had to file the answer
that he did file has left the Town of Sharps
:ville and if the said Complainant wishes
to have a history of the said Irwin's life the
said Irwin wishes to do so without the assist
ance of an attorney for they work for pay
the said Irwin offers this as his amended answer

John D Irwin

Sworn to and subscribed before me
this 16th day of April AD 1844
James Turner J P

Recd this order May 22nd 1844. I offered the property for sale at the door of the Court House in the Town of Mansville Union County Ohio. on the 25th day of June AD 1844.- Having previously given the legal Notice of the sale thereof and having the
3750 same appraised by the Oaths of Mains Wason, Rowland Lee & John Weaver to Forty five dollars, -
And the said property being so exposed for sale as aforesaid was sold and struck off to James Ward. for the sum of Thirty Seven dollars & Fifty cents, he being the highest and best bidder & that being the 2/3 of the appraised value thereof. -

W. W. Steele Sheriff

Union Common Pleas

James Ward
vs
John Dobbins &
Robert L Browne

Decree $26.00
Costs $11.85

A.

Serv	35
Mile	05
Advt	25
Bond	70
	1.35
Cr. fee	3.00 fee
Appeal	4.50
	$5.85

Received 2 Dec 1844
the amount of this

The State of Ohio } I John Cassil Clerk of the Court of Common Pleas
Union County ss } 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 at the April Term thereof
of A.D. 1844. to wit;

April 18. 1844. 3d day

James Ward
vs
John D Irwin &
Robson L Broome } In Chancery

This day came the Complainant and this case is submitted to the Court upon the Bill of Complainant the Defendants each failing to file herein their further answer in accordance with the Statute and rules of this Court the first having been stricken from the files on motion at a former term it is therefore ordered, adjudged, and decreed that the matters and things in Complainants said bill contained be taken as confessed as against the said John D Irwin and Robson L Broome whereupon the Court do find that the lands described in Complts bill were purchased of said Broome and the purchase money was paid in full by the said Irwin before the commencement of this suit to the said Broome in whom the legal title still rests and is vested; the Court do further find that the entire equity of and in the said premises described is in the said John D Irwin, The Court do further, order, adjudge and decree that the Sheriff of this County Wm H Steele be appointed Special Master Commissioner herein and that on default of the payment to the Complainant by the said John D Irwin of the sum of two hundred and sixty five dollars the amt of the Judgment of the Complainant at Law including interest and also his costs within thirty days from the rising of this Court, the said Master proceed to sell the equity in the premises described in Complainants said Bill, in all things conforming to the Law therein regulating sales on execution and that he report his doings herein to the next term of this Court, and it is further ordered that Defendant John D Irwin pay the costs of this case within 30 days or Execution issue as at Law

In testimony whereof I do hereto subscribe my name and affix the seal of said Court this 22 day of May AD 1844

John Cassil, Clerk

Deposition taken to read in evidence in a certain cause pending (in Chancery) in Union County Court of Common Pleas wherein James Reid is Complt and John D Irvine & Robson L Broome &c Defendants in pursuance to the notice hereto attached and at the time and place therein named, present the complaint

Jeremiah Curl of said County of Union of lawful age being first duly sworn by me as hereinafter certified deposes and says

Question by complainant.

Did you ever have any conversation with John D Irvine about the piece of land described in complainants bill lying East of the premises occupied by Daniel Williams - if so When was that conversation. was he then about applying for the benefit of the Bankrupt Law. and what did he say about the lot who owned it and what did he propose to do with it.

Ans. I did have some conversation with said Jno D. Irvine concerning a certain lot lying East of D. Williams. I ~~but have forgotten most of the conversation~~. it was some time in November 1842 I think about the fifteenth or 20th he was about applying for the benefit of the Bankrupt. I believe about that time — I do not recollect what he said about the lot nor who owned it, He proposed to let me have said lot to secure me for a debt he then owed me

Question

Did he say he was going to apply for the benefit of the bankrupt act or what did he say on that subject & about assigning his interest in the lot to you to secure you & did he pretend he had sold it in any shape to any other person

Ans. He did say that he intended to apply for the benefit of the Bankrupt law and he proposed letting me have the lot in some way (the way precisely I do not recollect) to secure me for what he was owing me. — I do not recollect of his saying that he had sold it to any other person. but I did not understand him at that time ~~today~~ that he had sold it to any person

Jeremiah Curl

Also at the same time and place Matthew Williams who being duly sworn as the law directs and as before after affirmed says

Question by Complt

Did you have conversation about the lot East of Dan'l Williams with Wm D Inman. If so when & what was it was it in Nov 1842. tell all about it

Answer I did have some conversation with him about the sale. but not so late in the season as ~~aft~~ November the first conversation ~~that~~ I had ~~with~~

with him was on ~~the~~ or about the 6th of August 1842.
the conversation was this I proposed to bye said Lot of said
Brown ~~Farmer~~ he proposed to sell to me. and the second
conversation took place if my memory serves me rite
about the middle of Sept 1842. He did not say who owned
the lot, Neither did he say any thing about taking
the Bankrupt Law. He in the last conversation still proposed
selling me the lot He did not say that any other Person had any
claim on said Lot

M Williams

I James Turner a Justice of the peace
in and for the township of Paris in said
County of Union ohio do here by certify
that the above named Jeremiah
Curl & Matthew William were by me
first duly sworn to testify the truth the
whole truth and nothing but the truth
and that the fore going Depositions by them
respectively subscribed were reduced to
writing by the witnesses and were taken
at the time & place specified in the inclosed
notice. Given under my hand this
3rd day of July 1843 James Turner J P

Fee Bill

Justice cost	$0 92
Const Wm Wells	35
witneges	
J Curl	50
M Williams	50

James Ward
vs
John D. Irwin &
Robson L. Broome

In Chancery

The Defendants except to the sufficiency of the within depositions; and insist that,

1st. The depositions ought not to read in evidence in this case, because they were not taken ten days before the present Term of the Court

2nd. The Certificate of the Justice that the Witnesses were duly sworn is informal and insufficient

By Otway Curry
Atty for Defts

James Ward
vs.
John D. Irwin et al.

Depositions.

James Ward

vs

John D Irwin
Robson & Brown

In Common Pleas
In Chancery

The deft John D Irwin or his Counsel will take notice that Depositions will be taken to be read on trial of this cause before James Turner J P, at his office in Mangrove on Monday the 3d day of July 1843 between 8 AM & 8 Oclock PM

James Ward

In your subpoenas for C W B Allison
Richard Bancroft. Dane Williams

Chancery Case File

Case No. 1842-CH-0028

Chancery Case File

Case No. 1842-CH-0029

No. 42-CH-29

Union Common Pleas Court.

Lyne Star-ling Plaintiff,

AGAINST

Rubeo P Mann, Defendant.

April 1843,

Judg vs Defendt.

Journal 3 Page 106

Record No. 4 Page 139

Ex. Doc. Page

Lyne Starling

vs

Ruben P. Mann

Bill in Chancery

Filed Nov. 8, 1842.
John Caril,
Clerk pt.

Cost bill made

(Recorded.)

B & K Thomas
L & W Andrews

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

Your orator Lyne Starling of the County of & State aforesaid, represents that on or about the 4th day of March AD 1837, he was seized in fee simple of a certain tract or parcel of land situate in the County of Union and State of Ohio, bounded & described as follows, to wit - Part of Surveys No 2675 in the name of Lucas Sullivant - Beginning at two white Oaks on the bank of Darby Creek upper Corner to Survey No 2675 Thence N 52°, 25' E 190 poles to a small red Oak & two Dogwoods Thence N 40° W 231 poles to four Sugar trees - Thence S 85° E 337 poles to an Elm & Sugar tree, Thence N 52°, 25' E 32 poles to three Hickory Saplings - Thence S 37° E 40 poles to two Buckeys & a maple Corner to Jas Reeds - Thence S 53° W 444 poles to two Hickories from one root on the bank of the Said Darby Creek Corner to Said Reeds land, Thence up the Creek with the meanders thereof and binding thereon at low water mark to the beginning containing Two hundred and seventy four acres of land - And being so seized your orator further represents that on or about the 4th day of March AD 1837 he entered into an agreement which was reduced to writing, and signed by your orator and a certain Ruben P Mann of Union County (whom your orator prays may be made defendant to this Bill) for the sale of the above described tract or parcel of land to the said Ruben P Mann, and is in substance as follows; to wit - The said Ruben P Mann agreed to pay to your orator for the above described tract or parcel of land the sum of Nineteen Hundred and Eighteen dollars ~~in two instalments, viz in the manner following as follows~~ Four hundred and fifty dollars in hand and the balance in two instalments with interest annually as follows, to wit, Seven hundred and thirty four dollars on or before the 4th day of March AD 1838, and Seven hundred and thirty four dollars on or before the 4th day of March AD 1839 - for which two last mentioned sums of money the said Ruben P. Mann then

Executed his two single bills or notes bearing interest as aforesaid from date to the said Lyman Harding or order, in consideration whereof your orator agreed for himself his heirs, exec^rs, adm^rs or assigns, upon the punctual payment of the aforesaid installments with interest as aforesaid, at the time limited for the payment of the same by the said articles of agreement, to convey by general warranty deed the above described tract or parcel of land unto the said Ruben P. Mann, his heirs or assigns, (a copy of which said articles of agreement is herewith filed and made a part of this Bill marked A) your orator further represents that he is now, and has been in all respects, ready and willing, to comply with the terms and conditions of the said articles of agreement on his part to be performed, and hereby offers so to do, on said Ruben P. Mann's complying on his part fully with said contract, and that he has applied to the said Ruben P. Mann and requested him specifically to perform his part of the said articles of agreement, to be by him performed, but the said Ruben P. Mann hath hitherto wholly neglected and refused so to do, to the great damage of your orator - your orator therefore prays that the writ of Subpoena may issue against the said Ruben P. Mann, that he may be compelled to answer all, and singular the premises, your orator further prays that on the final hearing of this cause the said Ruben P. Mann may be decreed to pay to your orator the amount of both principal and interest that may be found due to him on the said articles of agreement, in a limited time, and specifically to perform his said contract - and in default thereof, that the said articles of agreement between your orator and the said Ruben P. Mann may be rescinded, or for such other and further relief as equity and good conscience may require

W & K Thomas
&
John W. Andrews
Sol^rs for Compl^t

Union Com. Pleas.

Lyne Starling
vs.
Reuben P. Mann.

Serv per Acknowledgment
Nov 8. 1842
Wm W Steele Sheriff

Serv 35
Mile 05
40

Filed Nov. 8, 1842.
John Carril,
Clerk pro tem.

I am security for costs in this case
James Thompson Jr

Acknowledgment for service Nov 8. 1842
R. P. Mann

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Reuben F. Mann

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

Lyra Starling,

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~~ John Cassil Jr. Clerk of said Court at the Court House in Marysville this 8th day of November A. D. 184[illegible]

John Cassil,
Clerk pro tem.

Stanley

to } Agreement to

Mann

Copy

A

Articles of Agreement, concluded this 4th day of March A. D. one thousand eight hundred and Thirty seven between Lyon Stanley of Franklin county, Ohio, of the first part, and Ruben P. Mann of Union 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: To wit- part of Surveys 2675- in the name of Lucas Sullivant- No in the name of No in the name of Bounded as follows. Beginning at a White Oak on the bank of Darby Creek upper corner to Survey 2675- Thence N 5° 20" E 35-1 190 pols to a Female red Oak & two Dogwoods, Thence N 4° 0' W 231 pols to 4 Sugar trees, Thence S 85° E 337 pols to an Elm & Sugar tree, Thence - Thence N 5° 20" E 32 pols to 3 Hickory Saplings - Thence S 37° E 40 pols to 2 Buckeys & a maple corner to Jos Reeds, Thence S 53° W 44.4 pols to 2 Hickories from one root on the bank of said Darby Creek corner to land sold Lilly Sam Reed. Thence up the creek with the meanders thereof and binding thereon at low water mark to the beginning - Containing Two hundred & seventy four Acres of land -

The said party of the second part hereby agrees to pay the said Stanley the sum of Nineteen hundred & Eighteen dollars, ~~cents,~~ Four hundred & fifty dollars in hand and the balance in two installments, with interest annually as follows:

Seven hundred & thirty four dollars on or before the 4th day of March 1838

Seven hundred & thirty four dollars on or before the 4th day of March 1839

The said party of the second part, having also executed his two single bills to the said Stanley 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 lands 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 Stanley 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

L. Stanley L.S.

Ruben P. Mann L.S.

Copy

No. 42-CH-30

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

David Chapman Defendant.

April 1843.

Decree for Plaintiff

Journal 3 Page 141 (110 ~~109~~)

Record No. 4 Page 188 (170 ~~169~~)

Ex. Doc. Page

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

Lynn Starling

vs

David Chapman

Bill in Chancery

Filed Nov. 8, 1842.
John Cabell, Clk
a.t.

Cost bill made

(Recorded.)

W. K. Thomas
& Incendrick

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

Your orator Lyne Starling of the County of Franklin & State aforesaid, represents, that on or about the 7th day of March AD 1835, he was seized in fee simple of a certain tract or parcel of land situate in the County of Union and State of Ohio bounded & described as follows, to wit Part of Survey No 3484 in the name of L. Sullivant Beginning at a red oak and Elm on the East bank of Darby Creek, upper corner on the creek to a lot sold S. McCollough, Thence N 52 E 138 poles to a walnut and sap Ash, Thence N 38° W 82 poles to a sugar and Ironwood in the upper line of the Survey - Thence S 52 W 220 poles to a Buckey sugar & 2 Lynns, upper corner on the creek to the original Survey, Thence down the creek with its meanders & bending thereon to the beginning Containing Eighty three acres and one ~~Half~~ acre - and being so seized, your orator further represents that on or about the 7th day of March AD 1835 he entered into an agreement which was reduced to writing, and signed by your orator and a certain David Chapman of Union County (whom your orator prays may be made defendant to this Bill) for the sale of the above described tract or parcel of land to the said David Chapman, and is in substance as follows, to wit, The said David Chapman agreed to pay to your orator for the above described tract or parcel of land, the sum of Three hundred and thirty four dollars in ~~three~~ three instalments with interest as follows one hundred ~~in hand~~ dollars in hand, one hundred and seventeen dollars on or before the 7th day of March AD 1836 and one hundred and seventeen dollars on or before the 7th day of March AD 1837 - for which two last mentioned sums of money the said David Chapman then executed his two single Bills or notes bearing interest from date to the said Lyne Starling or order, In consideration whereof your

orator agreed for himself, his heirs, executors, admrs, or assigns, upon the punctual payment of the afore=
=said instalments with interest as aforesaid, at the time limited for the payment of the same by the said articles of agreement, to convey by general warranty deed the above described tract or parcel of land unto the said David Chapman his heirs or assigns, (a copy of which said articles of agreement is herewith filed and made a part of this Bill marked A) - your orator further represents that he is now, and has been in all respects, ready and willing, to comply with the terms and conditions of the said articles of agreement on his part to be performed and that he has applied to the said David Chapman and requested him specifically to perform his part of the said articles of agreement, to be by him performed, but the said David Chapman hath hitherto wholly neglected and refused so to do, to the great damage of your orator - your orator therefore prays that the writ of subpoena may issue against the said David Chapman, That he may be compelled to answer all and singular the premises, your orator further prays that on the final hearing of this cause the said David Chapman may be decreed to pay to your orator the amount of both principal and interest that may be found due to him on the said articles of agreement, in a limited time, and specifically to perform said contract in default of the payment thereof, That the said articles of agreement between your orator and the said David Chapman may be rescinded, or, for such other and further relief as equity and good conscience may require

R. & E. Thomas
& John W. Andrews
Solrs for Compt

Union Com. Pleas.

Lyne Starling
vs.
David Chapman

Served by Certified
Copy Nov 8. 1842
W W Steele Shff

Ser	35
Mile	5
Copy	10
	50

Filed Nov. 8, 1842.
John Cassil,
Clk. P.t.

I am security for costs in
this Case

James Thompson

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, forthwith

to answer the matters and charges contained in a Bill

in Chancery exhibited against him by

Lyne Starling, 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~~ John Cassil pro tem, Clerk of said Court at the Court House in Marysville this

8th day of November, A. D. 1842

John Cassil.

Clerk pro tem.

2.96.8
=1

2968
8904

92.008

2.96.8

3.88.8
3.33.0

7.21.8

176.62
9.23
6.76
3.41
7.60

203.62

5.29.8
92.0

6.21.8

3.33.0
2.76.8

6.29.8
92.0

7.21.8

Ph. L. Mag

Lyne Starling
vs.
David Chapman

Issue Exn. for Costs, in 10 days.
W. & K. Thomas
for pltff.

Ct. Com. Pleas.
Union Co.

Union Common Pleas.

Lyce Sturling
vs.
David Chapman.

Costs, — $8.37
Ren writ, — 0.41

No Property found
whereon to levy.
July 6. 1843.
M. M. Steele Shff

Lev .35
Mile .60
$.95

Filed July 7th 1843
John Cafsil Clerk

THE STATE OF OHIO, UNION COUNTY, SS;

TO THE SHERIFF OF SAID COUNTY GREETING;

WHEREAS, at a Court of Common Please of said County, begun and held at the Court House in Marysville on the 18th day of April, — A. D., 1843,

Lyne Starling

recovered against David Chapman

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

~~and~~ ~~cents, for~~ ~~damages, as~~ the sum of $ 8.57

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

David Chapman,

you cause to be made the ~~damages and~~ costs aforesaid with interest thereon from the 19th day of April, ——— A. D., 1843, 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 Lyne Starling.

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 23d day of May, A. D., 1843.

Attest; John Cassil, CLERK

Chancery Case File

Case No. 1842-CH-0031

Chancery Case

1842-CH-0031

located with

Supreme Court Case

1843-SC-0007

Chancery Case File

Case No. 1842-CH-0032

No. 42-CH-32

Union Common Pleas Court.

Elias F Drake
Plaintiff,

AGAINST

John A Bryan et al
Defendant.

AUG TERM. 1847

DECREE FOR PLAINTF

Journal 4 Page 58

Record No. 5 Page 133.

Ex. Doc. Page

relief as the nature of the case may require and to your honors seem meet. Your Orator prays the writ of subpoena and order of publication and as in duty bound will ever pray &c.

Brush & Gilbert
Solicts for Complt.

State of Ohio Union County ss.

Personally appeared in open court S. Brush, who made solemn oath, that said defendants McNulty and Chapman and Eunice Chapman, are not residents of the State of Ohio, as he is informed and believes.

S. Brush

Sworn to and subscribed in open court this 8th day of Nov. 1842.

John Caples Clerk
p.t.

Union Com. Pleas
Chas. F. Brush
vs. } Bill in eq.
John C. Bryan
Dawson McNulty
& George M. Chapman
& Eunice Chapman

~~Filed~~
~~Bill~~

Filed Nov. 8, 1842.
John Caples,
Bill amended.
Clerk.
Petition filed April 15
1844 John Caples
Clerk

(1)

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 Chas. F. Drake that on the 25th day of April A. D. 1839, one John A. Bryan (whom your Orator prays may be made defendant hereto) being seized in fee simple of one third in value of certain lands and tenements situate in said County of Union, filed his certain petition for partition of said lands and tenements against your Orator, who was also seized in fee simple of one third of said lands and tenements, John L. Dwan, who was also seized in fee simple of the remaining third of said lands and tenements, and Marvin McNulty and George M. Chapman, partners, trading as McNulty & Chapman and residents of the City and State of New York, to whom said Dwan had mortgaged his third of said lands and tenements; that such proceedings were thereupon had, that at the July Term A. D. 1839 of this Court, partition was ordered and directed amongst the parties, and such further proceedings were thereupon had that at the October Term 1839 of this Court the report of Commissioners appointed to make such partition and return of Sheriff was filed and examined and approved

by the Court, all which will more fully and at large appear reference being had to said Petition and proceedings now remaining of record in this Court. and which are made a part hereof —
Your Orator further represents and charges that in making such partition, said Commissioners set off and assigned to each party in interest one third in value of said lands and tenements without reference to the title of the whole or any part of the survey or any interfering claims — That said McNulty and Chapman have caused said mortgage to be foreclosed and the part so assigned and set off to said Doran to be sold and struck off to Emmie Chapman for the benefit of said McNulty and Chapman by foreclosure in this Court, all which will more fully and at large appear, reference being had to ~~said~~ the record of said proceedings and sale, now remaining of record in this Court and which are made a part hereof — Your Orator further represents and charges, that of said survey so claimed by your Orator said Bryden and said Doran, a great part thereof was included in a prior entry and survey, made in the name of Wm K. Bowen No. 3470, and of the part so set off and assigned to your Orator of said survey No. 5635, 303 — acres

are included in said survey No. 3470. leaving to your Orator only 169 — acres of the part so assigned to him, which is manifestly unequal and unjust —
Your Orator further represents and charges that at the time of said partition said Bryan, well knowing of said interference, and desirous of obtaining one equal third part of said survey No. 5635 without reference to the rights of the other parties, and intending fraudulently and unjustly to throw the loss upon McNulty and Chapman, they being non residents went out to said lands and tenements with said Commissioners, and persuaded them to agree to set off to said Bryan or his mortgagees McNulty and Chapman such part as would include the whole so covered by said survey No. 3470, and inducing said Commissioners to believe, that said interference was no objection to the title, but that in fact and in truth that said survey No. 5635 included the same, That said Commissioners reported the same to ~~said~~ Samuel Brooks, then Counsel for said McNulty and Chapman, who informed, then, at the time of the confirmation of said report, that he would not agree to such partition on behalf of said McNulty and Chapman, ~~least~~ and that said Bryan had no right

to meddle with said Commissioners or with the partition, and that they must make a different report and divide the land equally, and as said Bryan seemed not to feel said interference to set that part off to him, to which said Commissioners replied, that said Bryan had sold the part agreed to be set off to him, and then said Brush replied that said McNulty and Chapman being non residents should not be compelled to litigate the title, but the same aught to be done by said Bryan and your Orator, and said Commissioners believing from the representations of said Bryan, that the title was good & safe to the whole land, made out their report as before mentioned. That some months thereafter your Orator discovered that the part so set off and assigned to him was, as before mentioned, and upon investigation they applied to said Brush and informed him of the fact, who thereupon informed him, that he had no doubt that McNulty and Chapman would do what was right in the premises and he would apply to them so to do, that he is informed and believes, that such application has been made, and said McNulty and Chapman have disregarded such application and evaded

such request, that he has repeatedly applied to said Bryan to make compensation to him or a more equal division, which the said Bryan has utterly refused to do, but as your Orator is informed and believes, sold the whole of said land so set off and assigned to him. Your Orator further represents and charges, that said Bryan on the 18th of September A.D. 1839 wrote a letter to your Orator, which explains in part the conduct of said Bryan and the part he took in said partition which is herewith filed and made a part hereof marked as Exhibit "D." Your Orator prays the premises considered that said Bryan, said McNutty and Chapman and said Eunice Chapman may be made defendants to this bill, and may fully answer the same, and all the matters herein charged and contained that said Commissioners or others to be appointed by this Court, be again directed to make partition, and set off and assign to your Orator so much of said land so set off and assigned to said Bryan and sold to said Eunice Chapman, as will make him equal with said Eunice, and that said Bryan may be decreed to make compensation in money to your Orator, and such other and further

Union Com. Pleas
E. F. Drake
vs. } notice
John A. Bryan
& others.

Filed April 19th 1848
John Capil Clk

(2)

STATE OF OHIO, UNION COUNTY
COMMON PLEAS.

Elias F. Drake,

vs.

John A. Bryan, Marvin M'Nulty and George M. Chapman, late partners trading as M'Nulty & Chapman, and Eunice Chapman.

The bill in this case charges, that on the 25th day of April A D 1839, said defendants, Bryan and Complainant, and John L. Doran, being the owners in fee simple, each of one undivided third part of survey no. 5635, in said county of Union, said Bryan filed in this court his petition for partition against said Doran and complainant, and said M'Nulty & Chapman, to whom said Doran had mortgaged his third part of said survey—That at the July term 1839 partition of said survey was ordered, and at the October term 1839 partition made and confirmed by the court; that said M'Nulty and Chapman have caused their mortgage to be foreclosed, the part assigned to Doran struck off to Eunice Chapman for their benefit: that said survey no. 5635 conflicts with survey no. 3470 in the name of *Wm.* K Bo ren, and out of 472 acres of land set off and assigned to complainant 303 acres thereof s covered by said Survey no. 3470 which is a prior entry and survey, and said 303 acres of land lost to complainant, that on account of such interference said partition is manifestly unjust, and in making such partition, the commissioners divided said survey no 5635 without reference to the title, according to the quantity and quality of the whole survey; that said partition was procured by the frauduient devices and contrivances of said Bryan, and in the absence of complainant; that complainant has repeatedly applied to said Bryan to make equal partition or compensation to said complainant, which he has refused to do, and sold out all the land so set off and assigned to him; that said M'Nulty and Chapman have also been applied to, to make a more just partition, which they have neglected and evaded doing. The bill prays for new division and partition or compensation, and for general relief. Defendants are notified to appear at the next term of said court, and within sixty days thereafter, to plead answer or demur, or at the next term thereafter a decree pro confesso will be taken against them according to the prayer of this bill.

BRUSH & GILBERT,
Solicitors for Complainant.

November 23, 1842. 128—6t $8 75

State of Ohio, Union County ss.
Personally appeared in open Court, John Cassil, publisher of the Union Gazette, and being duly sworn, saith, that the annexed advertisement, was regularly published in said paper, six consecutive weeks, prior to this present term, and which paper, is published and in general circulation in said County of Union.

John Cassil

Sworn to and subscribed in open Court this 18th day of April 1843

Silas G Strong

Ulster Common Pleas.

Elias F. Drake
vs.
John A. Bryan et al.

Nov. 10. 1842
Serd on the within named John A. Bryan by leaving a Copy at his usual place of Residence. as to other defendants not found
Wm Dominick Shff
per John Graham Dept

Fees.
Mil 05
Ser. 35
Copy 20
60.

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Franklin COUNTY, GREETING:

We command you that you summon John A. Bryan, Marvin McNulty, George M. Chapman, and Eunice Chapman,

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

Elias T. Drake, _____ 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~~ John Cassil pro tem, Clerk, of said Court at the Court house in Marysville, this 8th day of November, A. D. 1842.

John Cassil, Clerk pro.

Union Common pleas

Elias F Drake

vs

John A Bryan et al

Depositions

Filed Oct. 17. 1845

John Cassil Clk

Opened at the request of the defendants counsel

In Union Common Pleas.

Elias F. Drake
vs.
John A. Bryan et. al.

Replication to the Separate Answer of Cunier Chapman.

Filed Oct 28. 1845
John Cassilldt

4

Elias F. Drake
vs.
John A. Bryan et.al.
} In Chancery.

And the said Elias F. Drake comes and says that the matters and things set forth in his said Bill of Complaint are true in substance and in matter of fact, and that that matters and things set forth in the separate answer of Eunice Chapman contrary thereto are untrue; and this he is ready to make appear as by this Court shall be directed.

By Lawrence & Curry,
His Attorneys.

Depositions in the case of
Elias F. Drake
vs
John A. Bryan et als
Sealed up and addressed by
me Jas Wilkinson J.P.

Filed Oct. 18th 1845
John Cassil, Clerk

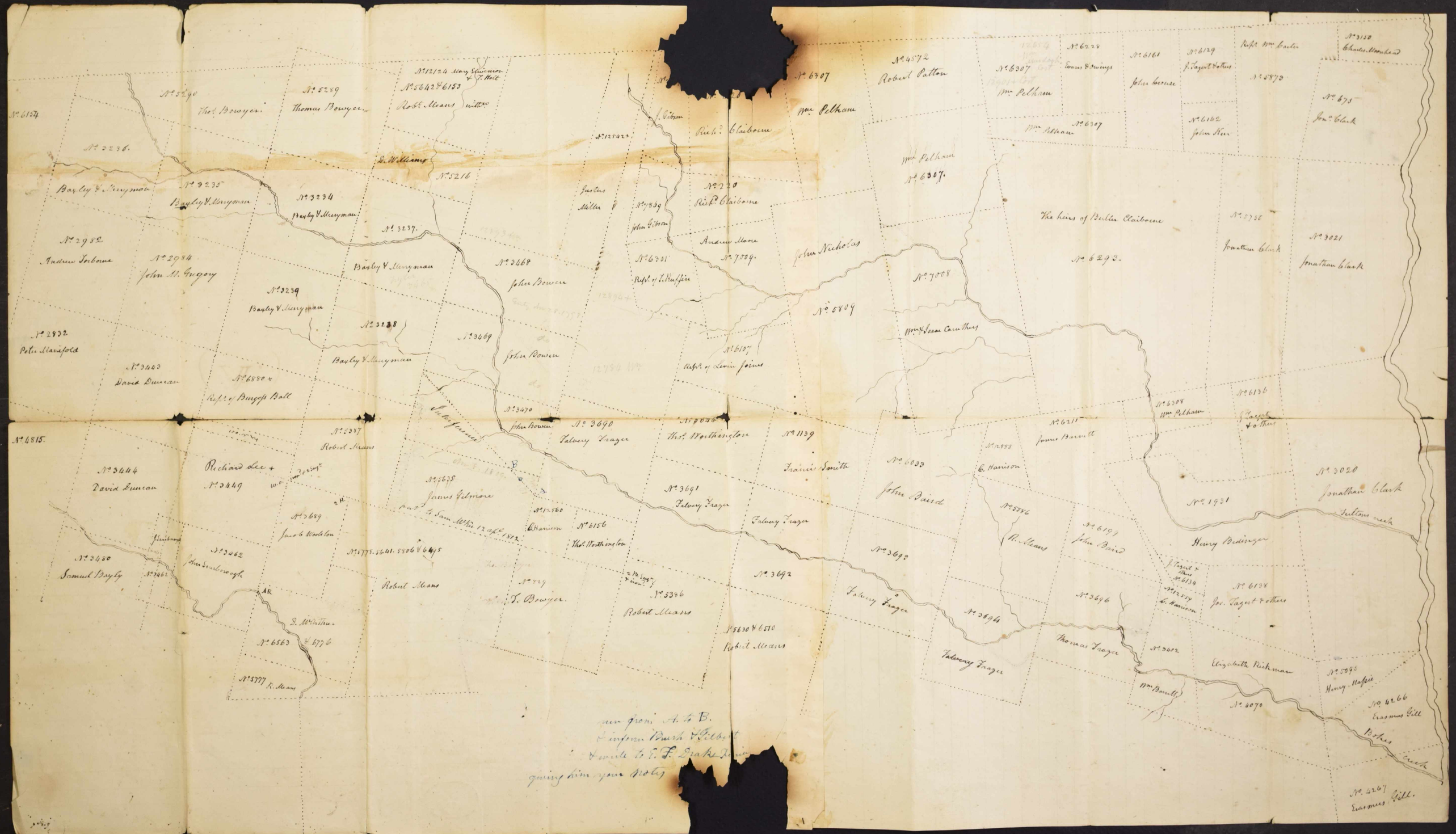
Clerk of Court of Common Pleas
Marion County, Ohio

Opened at the request of the Apts
Counsel.

(A.)

Filed Oct. 18. 1845.
John Cassil Clk

Drake F


No 6134
No 5290
Thos. Bowyer
No 5289
Thomas Bowyer
No 12124 Mary Stevenson & T. Holt
No 5642 & 6153
Robt. Means
No 2236.
Bayly & Merryman
No 3235
Bayly & Merryman
No 3234
Bayly & Merryman
D. Williams
No 5216
No 3237.
No 2982
Andrew Forbone
No 2984
John M. Gregory
Bayly & Merryman
No 3239
Bayly & Merryman
No 3238
Bayly & Merryman
No 2832
Peter Manifold
No 3443
David Duncan
No 6880 +
Repr. of Burgess Ball
No 3468
John Bowen
No 3469
John Bowen
No 3470
John Bowen
No 3690
Talvery Frazer
No 12582
Justus Miller
No 7839
John Gibson
No 6331
Repr. of J. Ruffin
Richd. Claiborne
No 7220
Richd. Claiborne
Andrew Moore
No 7009.
No 6307
Wm. Pelham
Robert Patton
Wm. Pelham
No 6307.
John Nicholas
No 7008
No 5809
Wm. & Isaac Carruthers
No 6107
Repr. of Levin Joins
No 9846
Thos. Worthington
No 1139
Francis Smith
No 6307
Wm. Pelham
No 6307
No 6228
Evans & Swings
No 6161
John Greene
No 6129
J. Taget & others
Repr. Wm. Baker
No 5873
No 3130
Charles Monkhead
No 6162
John Kerr
No 675
Jonn. Clark
The heirs of Butler Claiborne
No 6292.
No 5736
Jonathan Clark
No 3021
Jonathan Clark
No 6308
Wm. Pelham
No 6136
J. Taget & others
No 6211
James Barnett
No 4815.
No 3444
David Duncan
Richard Lee +
No 3449
No 5337
Robert Means
No 3689
Jacob Wardlow
No 3462
Ann Darlborough
No 3480
Samuel Bayly
No 5775. 5641. 5806 & 6495
Robert Means
No 5638
James Gilmore
No 12560
C. Harrison
No 6156
Thos. Worthington
No 3691
Talvery Frazer
No 5386
Robert Means
No 5630 & 6510
Robert Means
Talvery Frazer
No 3692
Talvery Frazer
No 3693
Talvery Frazer
No 3694
Talvery Frazer
No 6033
John Baird
No 12558
C. Harrison
No 5586
R. Means
No 6197
John Baird
No 3696
Thomas Frazer
No 3402
Wm. Barnett
No 1931
Henry Bedinger
J. Taget & others
No 6134
No 12557
C. Harrison
No 6138
Jos. Taget & others
Elizabeth Rickman
No 4070
No 3020
Jonathan Clark
Fulton's creek
No 5896
Henry Maffit
No 4266
Erasmus Gill
Bokes creek
No 4267
Erasmus Gill.
No 6563 & 6776
No 5777 R. Means
S. McArthur
run from A. to B.
& inform Burch & Gilbert
& write to F. F. Drake Esq.
giving him your notes

Union Com. pleas.

Elias F. Drake
vs.
John A. Bryan, et als.

Amended
Bill in Chancery.

Filed March 17. 1846
John Cassil clk

(xx)

Curry & Lawrence
Sol.s

To the Honorable Court of Common pleas of the County of Union & State of Ohio, in Chancery Sitting

Humbly Complaining Sheweth unto your honors your Orator Elias F. Drake that on the 25th day of April A. D. 1839, one John A. Bryan (whom your Orator prays may be made defendant to this Bill) being seized in fee simple of One Third in value of Certain lands and tenements situate in said County of Union, filed his Certain petition for partition of said lands and tenements against your Orator, who was also seized in fee simple of One Third of said lands and tenements, John S. Doran, who was also seized in fee simple of One Third of said lands and tenements, and Marvin McNulty and George M. Chapman, partners, trading as McNulty & Chapman, and residents of the City and State of New York, to whom said Doran had mortgaged his Third of said lands and tenements; That such proceedings were thereupon had, That at the July Term A. D. 1839 of this Court partition was ordered and directed among the parties, and such further proceedings were thereupon had that at the October Term 1839 of this Court the report of Commissioners appointed to make such partition, and the return of the Sheriff were filed and examined and approved by the Court, all which will more fully and at large appear, reference being had to said petition and proceedings now remaining of record in this Court, and which are made a part hereof.

Your Orator further represents and charges that in making such partition, said Commissioners set off and assigned to each party in interest One third in value of said lands and tenements without reference to the title of the whole or any part of the survey or

any interfering claims; — That said McNulty and Chapman have caused said mortgage to be foreclosed and the part so set off and assigned to said Doran in said proceeding in partition to be sold and struck off to one Eunice Chapman for the benefit of said McNulty and Chapman by sale under said foreclosure in this Court, all which will more fully and at large appear, reference being had to the record of said proceedings and sale now remaining of record in this Court, and which are made a part hereof. — Your Orator further represents and charges that of said Survey so claimed by your Orator, said Bryan, and said Doran, a considerable part was included in a prior entry and survey made in the name of John Bowen and numbered 3470, and of the part so set off and assigned to your orator of said Survey No. 5635, 303 acres are included in said Survey No. 3470, leaving to your Orator only 169 acres of the part so assigned to him, which is manifestly unequal and unjust.

Your Orator further represents and charges that at the time of said partition said Bryan, well knowing of said interference, and being desirous of obtaining one equal third part of said Survey No. 5635 without reference to the rights of the other parties in interest, and intending fraudulently and unjustly to throw the loss upon McNulty & Chapman (they being non-residents) went out to said lands and tenements with said commissioners, and persuaded them to agree to set off to said Doran or his Mortgagees McNulty & Chapman such part of said Survey No. 5635 as would include the whole amount so interfered with and covered by said Survey No. 3470; and said Commissioners being thus induced to believe that said

interference was no objection to the title, but that in fact said survey No. 5635 included the same, determined to assign said part so interfered with to McNulty & Chapman in their report of partition, and they informed Samuel Brush, then attorney of McNulty & Chapman, thereof; and said Brush told said Commissioners at the time of the confirmation of their report that he would not agree to such partition on the part of McNulty & Chapman, and that said Bryan had no right to meddle with said Commissioners or with the partition, and that they must make a different report and divide the land equally, and, as said Bryan seemed not to fear said interference, that part ought to be set off to him — to which said Commissioners replied that said Bryan had sold the part agreed to be set off to him; said Brush then replied that said McNulty & Chapman, being non-residents, should not be compelled to litigate the title, but the same ought to be done by said Bryan and your Orator; and said Commissioners being induced by said Bryan to believe that the title was good and safe to the whole of survey No. 5635 made out their report, assigning the part so interfered with as aforesaid to your Orator; — That some months thereafter your Orator discovered that the part set off and assigned to him was as before mentioned, and upon investigation thereof applied to said Brush and informed him of the fact, who thereupon informed your Orator that he had

no doubt that McNulty & Chapman would do what was right in the premises, and that he would apply to them to do so; and your Orator is informed and believes that such application was made, and said McNulty & Chapman have disregarded said application, and evaded such request; That your Orator has repeatedly applied to said Bryan to make compensation to him, or a more equitable division, which the said Bryan has utterly refused to do, but on the contrary has sold and conveyed away the whole of his (said Bryan's) portion of said land, as follows: One hundred acres to David Lockwood — One hundred acres to Smith Brown — One hundred acres to Godfrey M. Robison, and two hundred acres to Eli W. Gwynn, Evan Gwynn, & Nathan S. Lamson.

Your Orator further charges that said Bryan on the 18th day of September 1839 wrote a letter to your Orator which explains in part the conduct of said Bryan and the part he took in said partition, which letter is herewith filed and made a part of this Bill as exhibit marked "A."

Your Orator therefore prays that said McNulty & Chapman and Eunice Chapman may be made defendants to this Bill, and that they and the said Bryan may be compelled fully and explicitly to answer the same and all the matters herein charged and contained

That said Commissioners, or others to be ap=pointed by this Court, be again directed to make partition, and set off and assign to your Orator so much of said land so set off and assigned to said Doran and sold to said Eunice Chapman as will make him equal with said Eunice, and that said Bryan may be decreed to make compensation in money to your Orator, and that such other and further relief may be extended to your Orator as the nature of the case may require, and to your Honors may seem meet. Your Orator prays the writ of Subpoena, and as in duty bound will ever pray, &c.

Curry & Lawrence
Sol.s for Complainant.

Union Com. Pleas

Chas. H. Drake

vs. } Entry Survey
No. 3470

John A. Bryan
Petition

Filed July 20th 1846
John Capel, Clerk

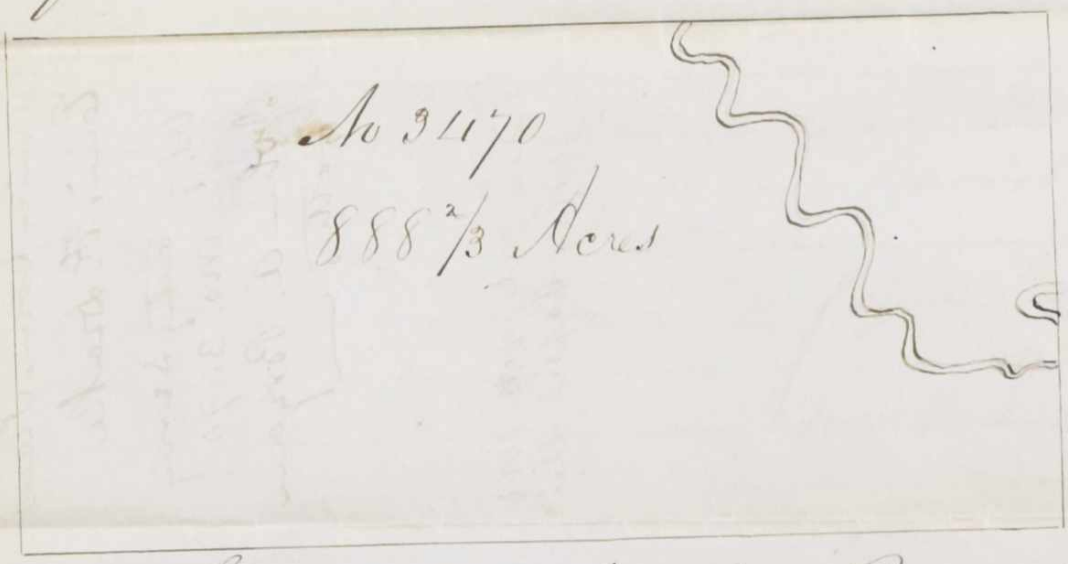
Auditor of State's Office
Columbus April 14 1843

I John Brough Auditor of State for Ohio Certify that the foregoing Entry & Survey are true copies taken from the Records on file in this Office

In testimony whereof I have hereunto set my hand and affixed my official seal the day and date above written

John Brough
Aud State

1798 Entry 3470
November 28th John Bowen enters 888⅔ Acres of land on part of a Military Warrant No 741 on Bokes Creek beginning at the South West corner of said Bowen's Entry No 3468 running with his line to his South East corner thence at right angles across the creek for quantity



Surveyed for John Bowen 888⅔ Acres of land, on part of a Military Warrant No 741 on Bokes Creek beginning at a lynn & Sugar tree South Corner to said Bowens Survey No 3469 running with his line S 83 E 533 poles crossing the Creek to an iron Wood & two Sugar trees South East corner to said survey thence S 7 West 267 poles crossing the Creek at 110 poles at 160 and at 180 poles to an ash sugar tree and lynn thence N 83 W 533 poles to two Sugar trees thence N 7 E 267 poles to the begining

Lucas Sullivant D S
Nov 12 1800

Robt Silvey
Philip Mottersbough S C C
March 7 1812

Abraham Ruddle Mkr

Union Com Pleas

Elias J. Doke
vs
John A. Bryan

Order

Filed August 3d 1847
John Cafoil, Clerk

(6)

State of Ohio, Union County, ss. Be it remembered that on the 3d day of August A.D. 1847 John Cafoil Clerk of the Common Pleas within and for said County and State aforesaid, did hereby certify that the foregoing is a true copy of the original Order in the case of Elias J. Doke vs John A. Bryan, as the same remains on file and of record in said Court.

John Cafoil Clerk

Elia S. Drake
vs
John A. Bryan et al

Thy This cause came on to be heard upon the Exhibits and Testimony and was argued by Counsel and thereupon upon Consideration it is ordered adjudged and decreed by the Court that the bill be dismissed as to Eunice Chapman; and as to the defendant John A. Bryan the same be referred to the Master Commissioner of this Court to ascertain the amount and value of the land assigned to the Complainant, to which to which the title is defective and which has been so found defective by the Court by the testimony of S. Phelps. and it is further ordered adjudged and decreed that said Bryan pay one half of such value to said Complainant with interest from the date of the partition and the costs of this proceeding except so far as they have been caused by making said Eunice Chapman party defendant. and that those costs be paid by Complainant.— and it is further ordered that the Master make report of his proceedings herein to the next term of this Court to which time this cause is continued.

Notice of appeal by Complainant and also by the Defendant John A. Bryan

I John Cassil Clerk of the Court of Common Pleas in and for the County of Union and State of Ohio do hereby certify

Drake

vs.

Bryan

Exceptions to
Report of Master

Filed Aug. 6th 1847
John Capel Clerk

91

Elias E. Drake
vs
John A. Bryan et al

Chancery
Exception to Masters Report

And the said John A. Bryan comes and excepts to the report of the master filed in this case, shows that the amount found in the interferance was not arrived at in a proper manner, by the said Master. The plat acompanying the report shows that the survey was confined strictly to what is represented as the interference, which at best is very uncertain, the lines of survey No 3470 not having been seen,

2nd That said survey made under the direction of the Master is not as authentic as the one testified to by Levi Phelps, whereas it should have been more authentic, &c

3rd That said Report in other respects is insufficient

By C. W. Allison Solr for John A. Bryan

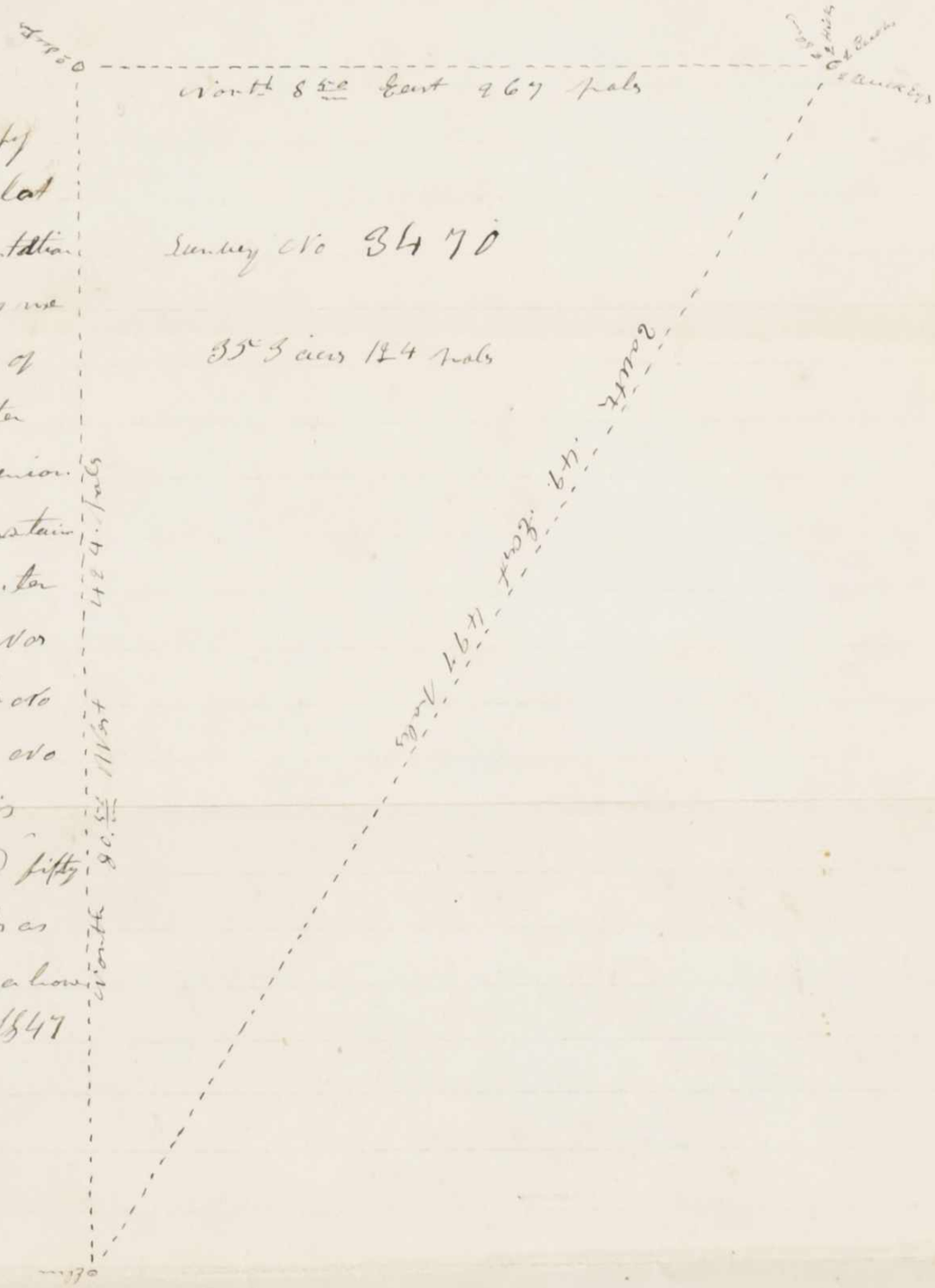
Elias F. Drake
vs. } In Chy:
John A. Bryan

Master's Report.

Filed August 3d 1847
John Capsil, Clerk

I here by Certyfy
that the annexd plat
is a Correct representation
of a survey made by me
under the direction of
Jonis Turner Master
commissioner of union
County ohio to ascertain
the a mount of inter
ference of Surveys Nos
3470 & 5635. and the No
of acrs taken from No
5635 by 3470 is
three hundred and fifty
three acrs 124 poles as
represented on the above
plat July 30th 1847

William B. Irwin
Cty Surveyor
U. C. O



Surveyors fees - - - $5.00

Elias F. Drake
vs.
John A. Bryan } In Chancery

The Report of James Turner, Master in Chancery, to whom this cause stands referred for the purpose of ascertaining "the amount and value of the land assigned to the complainant, to which the title is defective, and which has been so found defective by the testimony of S. Phelps," pursuant to the interlocutory decree, rendered at May Term A. D. 1847:

On the 30th of July 1847. I took to my assistance Wm. B. Irwin, County Surveyor of Union County, Ohio, and proceeded to ascertain the amount of land assigned to Complainant, and to which the title is defective, as above. The defect of title is a consequence of the Survey No. 5635 overlapping the Survey No 3470, as shown by the papers in said Case, No. 3470 being the better title. The amount of the interference as shown by the Surveyors Plat and Certificate hereto appended and made part of this report, is Three Hundred and Fifty Three acres and One Hundred and Twenty four poles, which quantity, I, therefore find to be the amount of land assigned to Complainant to which the title is defective.

From my own knowledge of the premises and of the value of surrounding lands, as well as upon full inquiry, I estimate and appraise said land at Two and $\frac{50}{100}$ Dollars per acre

All which is respectfully submitted.

My Fees herein, including amt. paid to Chain Carriers, and travelling expenses, $ 5,00

James Turner
Master in Chancery

General Land Office
December 14th 1841

Sir

In reply to your letter of the 22d Ult. I have to inform you, that Surveys No. 3468, 3469. & 3470. made on Warrant No. 741. were patented, the former to Micajah Clark, the two latter to Wm. K Bowen, on the 12th day of November 1812, And that Survey No. 5635 made on part of Warrant 5157, was patented to Samuel M'Kee the 30th April 1812.

very Respt
Your Obt Servt
E W Hunterson
Commissioner

E. F. Drake Esq.
Xenia
Green County
Ohio.

Elias F. Drake
vs.
John A. Bryan, et al

In Union Common pleas:
In Chancery.

Depositions will be taken in this Case, by the plaintiff, at the law Office of Samuel Parrish Esq, in the City of Columbus, in the County of Franklin, in the State of Ohio, before the Mayor of said City of Columbus or some other Competent authority, on the 23rd day of July 1846, between Six A. M. and Six P. M.

Curry & Lawrence
Atty's for pltff.

Dated July 20th 1846

Filed July 25th 1846
John Garfield, Clerk

I acknowledge service on the within - July 20th 1846

C W Allison - Sty pro
tem

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of the County of Union and State of Ohio, in chancery wherein Elias F. Drake is complainant and John A. Bryan and others are defendants, in pursuance of the enclosed notice and at the time and place therein specified —

Samuel Brush, of lawful age, being produced as a witness on the part of the complainant and being first duly sworn deposes and says, that he was the Attorney or one of them, engaged in the management of the Case in Partition, in the Union County Common Pleas, between John A. Bryan Petitioner and said Elias F. Drake and John L. Doran defendants, in the division of Survey, as he believes number 5635, Virginia Military lands, situate in Union County Ohio — That at the term of the Court at which the order of Partition was made, and during the session of the Court, the said Bryan came up to Marysville where this deponent then was, attending Court, and as this deponent understood went out to said lands with the Commissioners appointed to make partition —
That deponent returned home, and at the next Term of said Court again visited Marysville, and in examining said Case, with a view to final order in the same, he found to his surprise, that it was supposed there was an interference between said Survey and some other survey — That deponent was there, one of the Attorneys of McNulty

and Chapman, of New York City, who then held a mortgage on said Doran's part of said lands more than sufficient to exhaust the same — That deponent understood from said Commissioners that at the instance of said Bryan, they were about to set off and assign to said Doran the part of said lands, included in said interference — That deponent remonstrated with said Commissioners or a part of them and insisted that said lands should be divided equally — That one or more of said Commissioners stated that said part of said Survey so interfered with, they were satisfied by the representations of said Bryan, really belonged to said Survey No. 6635, and there was no danger of the same being lost to said parties — That deponent then said, that if that was the case, let the part interfered with be assigned to said Bryan, but as Attorney of McNulty & Chapman, he would not consent to have that part interfered with assigned to said Doran, as McNulty and Chapman were non residents, and he did not think they ought to be placed in a situation, in which they might be compelled to litigate the same — That deponent was anxious to close the case and desired said Commissioners to return their report to that present Term, — That deponent stated his views of what was right as at first stated, and also that he would not agree at all, as Attorney of McNulty and Chapman, to have the part interfered with assigned to Doran, but they

were the persons to make the partition, and if they assigned the part interfered with to either of the others, this deponent should not interfere — At the same time, as near as this deponent recollects something was said about Bryan, having sold his part of the lands, & that the part interfered with must either be set off to said Drake — At the time of said conversation, deponent thinks he remarked to some one or more of said Commissioners, that said Bryan, had no business to meddle with them, and that they ought to have acted without being influenced by him — Deponent is satisfied said Commissioners believed that the part interfered with belonged to said Survey No. 5635 and acted in good faith and with honest intentions, and this deponent was of the same opinion —

Deponent supposed the partition was all right and dismissed the matter from his mind till some months thereafter, the complainant Drake called upon this deponent in Columbus and informed him that great injustice had been done to him in said partition, that the part — of said lands assigned to him said Drake, included the whole of said interference, and that the same was held by an older and better entry and survey &c and would be lost &c This deponent was surprised, but believing at that time, that said McNulty and Chapman were honest men, he informed said Drake, that he, or his partner Gilbert

would write to said McNulty and Chapman and he had no doubt they would make it right. and also advised said Drake to see said Bryan, believing also, he would do what was right. — That as deponent now recollects he did not write to said McNulty and Chapman, but he believes said Gilbert did — That that part of said Survey so set off and assigned to said Doran, was afterwards sold under a decree in said Union County Com. Pleas, in favor of said McNulty and Chapman and by their instructions, was bid off in the name of Eunice Chapman, the Mother of said Chapman, by this deponent and his then partner Gilbert, or by their instructions to the Master making said sale — Deponent cannot state precisely whether said Drake called upon this deponent and notified him of the condition of said interference, before said sale to said Eunice Chapman, but he believes it was before said sale.

S. Brush

~~I hereby certify~~

I, James L. Forbes, President Judge of the Fourth Judicial Circuit of Ohio, do hereby certify, that Samuel Brush was by me sworn to testify the truth, the whole truth, and nothing but the truth; and that the deposition by him subscribed was reduced to writing by himself and taken at the time and place in the notice specified.

July 23. 1846

James L. Forbes

476

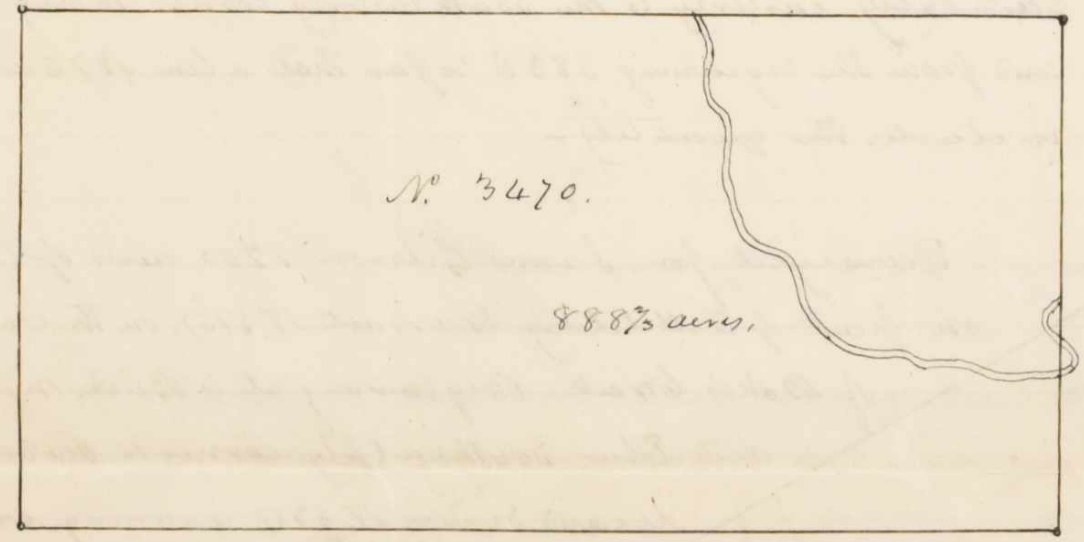
549 E
578
516
Interfaces
a
303
N 8.50 E 316
246
70
a
169.
482
62
38
744
N 50°13' W

111

1798. November 28th.

No. 3470 — John Bowen enters 888⅔ acres of land on part of a Military Warrant No. 741. on Boke's Creek, beginning at the southwest corner of said Bowen's Entry No. 3469. running with his line to his southeast corner, thence at right angles across the Creek for quantity —

115.6.



Surveyed for John Bowen. 888⅔ acres of land on part of a Military Warrant No. 741. on Boke's Creek, Beginning at a Lynn and Sugartree southwest corner to said Bowen's Survey No. 3469. ~~thence~~ running with his line. S 83 E 533 poles. croping the Creek to an Ironwood and two sugartrees. southeast corner to said Survey. thence S 7 W 267 poles. croping the Creek at 140 poles. at 160 and at 180 poles to an Ash. Sugartree and Lynn. thence N 83 W 533 poles to two Sugartrees. thence N 7 E 267 poles to the beginning —

Robert Syley } 6.6.
Philip Mothersbough }
Abraham Ruddle. M.

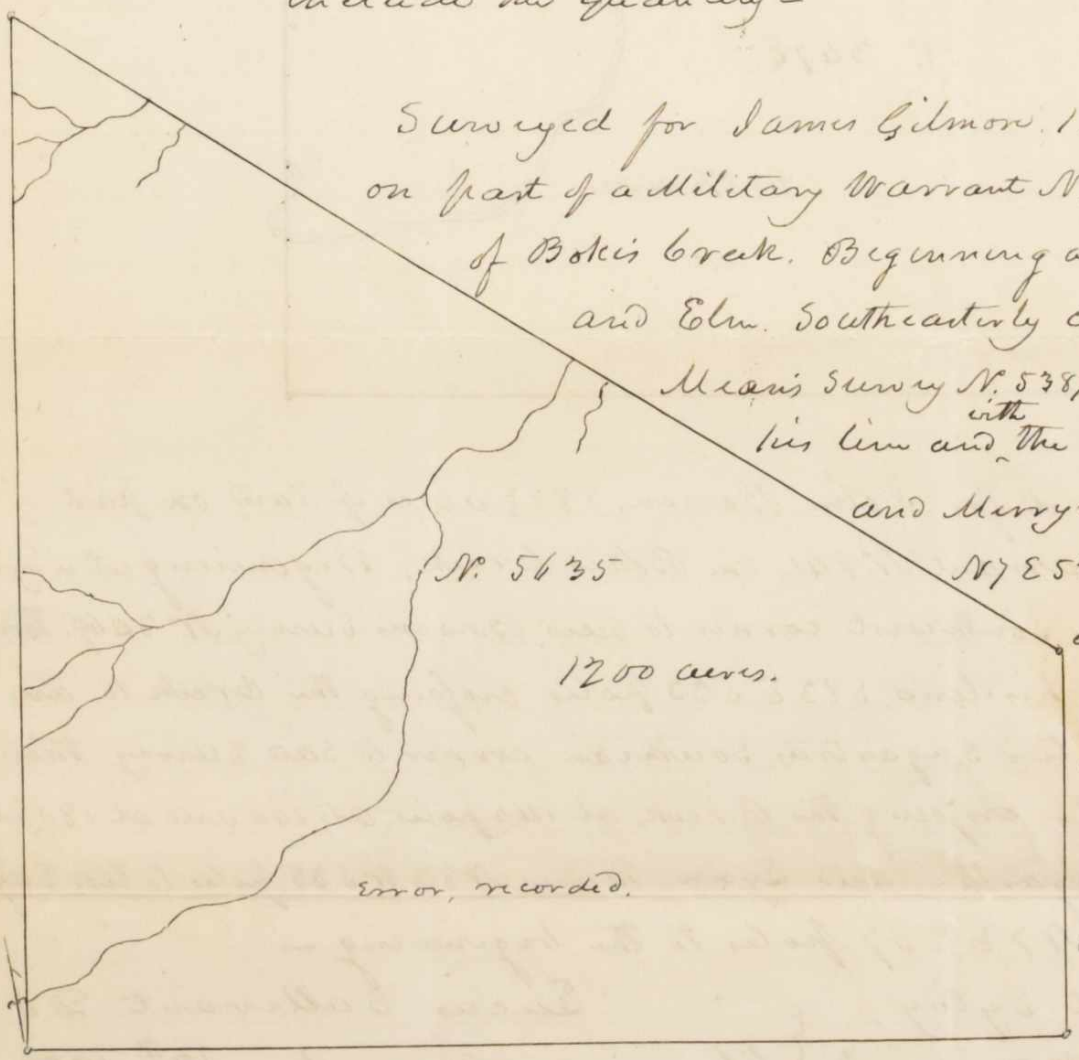
Lucas Sullivant. D.S.
November 12th 1800
March 7th 1812.

1809. November 8th

No. 5635 – James Gilmore enters 1200 acres of land on part of a Military Warrant No. 5157. on the waters of Bokes Creek. Beginning at the southeasterly corner of Robert Means Survey No. 5387. running with the Easterly line of said Survey. and course thence N78E to the southwesterly corner of Duncan M. Arthurs entry No. 6507. thence with the line of said entry. easterly to the southeasterly corner thereof. thence. and from the beginning S83E. so far that a line N7E will include the quantity –

550 acres withdrawn & entered pa. 425

(121.6)



Surveyed for James Gilmore. 1200 acres of land on part of a Military Warrant No. 5157. on the waters of Bokes Creek. Beginning at a Beech. Hickory and Elm. southeasterly corner to Robert Means Survey No. 5387. running with his line and with the line of Baxley and Merryman's Survey No. 3238. N7E 530 poles. croping several branches to two Elms. two Hickorys. two Buckeys and two Beeches. southwesterly corner to Duncan M. Arthurs Survey No. 6507. thence with his line. S51E 626 poles. croping a large branch at 82. a small branch at 100. a large branch at 336. and a small branch at 350 poles to a

large White Oak. Ash and Hickory. Southeast corner to said W. Arthur's Survey. and Southwesterly corner to the representatives of William Frazier's Survey No. 3690. thence S 7 W 198 poles to a Beech. thence N 83 W 530 poles to the beginning —

David Mathew } C.C. & M.C.
James Menary }

Duncan W. Arthur. D.S.
November 9th 1811.
March. 24th 1812.

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. 3470 in the name of John Bowen, and No. 5635. in the name of James Gilmore. are true copies from the records of this office —

Given under my hand and seal of Office at Chillicothe. this 7th day of October 1846. and the 70th year of the Independence of the United States.

W. Marshall Anderson.

Elias F. Drake

vs. In Chy.

John A. Bryan, et als.

Opening Argument for Complainant.

Otway Berry
Atty.

Elias F. Drake
vs.
John A. Bryan, et. als.

In Chancery.
Opening Argument for Complainant.

This Case was submitted, at the last Term, to be argued in writing in the vacation. At the time of the submission of the Case, it was agreed by Counsel that, in argument, reference might be made to any and all Records in the Office of the Clerk of the Court, and in the Office of the Recorder of deeds, having any bearing upon the Case, without producing exemplifications of such Records.

In opening the case for the Complainant, it is necessary, perhaps, that I make a statement in relation to the title of the lands in question.

Virginia Military Survey No. 5635 (Called 1200 acres, but measuring 1472 acres) was entered on the 8th day of November 1809 in the Name of James Gilmore. It was surveyed on the 9th day of November 1811. On the 30th day of April 1812, said Survey was patented to Samuel McKee assignee of said James Gilmore. (See Copies of entries & Surveys from Anderson's office, and also Copy of McKee's patent, on file among the papers in this Case.) On the 22nd of December 1837 the heirs of said Samuel McKee Conveyed said survey No. 5635 to John L. Doran (See Record of Deeds, Vol. 6, page 415.) On the 16th day of May 1838 said Doran Conveyed to E. F. Drake an undivided third part of said Survey No. 5635, (See Records of deeds, Vol. 7. page 47, and see original among the papers in this case.) On the 18th day of April 1838 said Doran Conveyed to John A. Bryan an undivided third part of said survey No. 5635, (See Records of deeds, Vol. 7. Page 25.) Subsequently and before the Commencement of this suit, Bryan, whose third part of survey 5635 had been set off to him in severalty, conveyed away the whole thereof to divers persons, (See Records of deeds, Book 7, P. 355. Same Book P. 405. Book 8, P. 427. Book 8, P. 433, & Same Book, P. 502.

Doran had mortgaged his share of said Survey No. 5635 to McNulty & Chapman of New York; and they, On the 11th day of July 1839, filed their Bill, in this Court, to foreclose their Mortgage. But in the mean time, on the 5th of April 1839, John A. Bryan had filed in this Court his petition for partition of said Survey No. 5635, against Drake and the said Mortgagees of Doran. At July Term 1839, partition was ordered, in compliance with Bryan's petition; and partition was made, and approved at October Term of the same year, (See Com. pleas Journal.) At May Term 1840 foreclosure and sale were ordered by this Court, in compliance with the prayer of said Bill of McNulty & Chapman. On the 6th of October 1840, under said decree of foreclosure, sale was made, by metes and bounds, of that part of said Survey 5635 which had been set off, in said partition, to McNulty & Chapman. It was bid off by S. Brush for Eunice Chapman; and the sale was confirmed, and deed ordered on the same day, (See Com. pleas Journal.) On the 8th day of November 1842 Brush & Gilbert filed their bill against McNulty & Chapman and Eunice Chapman, setting up a lien upon said land sold to Eunice Chapman, for Costs, Charges, and taxes advanced by them, and asking the Court to enforce payment thereon, by sale of all, or part of said land, if necessary. At October Term 1844 the Court found the equity of the case with Brush & Gilbert; and also that, on account of the Non-delivery of the Sheriff's deed, the title to said land had never vested in said Eunice Chapman; and they therefore decreed that the lien of said Brush & Gilbert, and the sum of $50.72 due as costs to the Clerk and other Officers should be paid by said Eunice Chapman, and that in default thereof the Master should sell so much of said land as might be necessary to pay the same; and that until payment thereof the

title to said land should not vest in said Eunice Chapman, (See Com. Pleas Journal, Vol. 3, p. 232.) In pursuance of said decree the Master has tried to sell, but has not yet succeeded in selling a part of said land; and the deed therefor has, consequently, not been delivered to said Eunice Chapman, but remains on file in this Court, among the papers in the Case of Brush & Gilbert vs McNulty & Chapman et. al.

We will now go back, and examine the title to Virginia Military Survey No. 3470. It was entered on the 28th of November 1798, in the name of John Bowen, (See Copy from Anderson's Office, among the papers herein.) It was surveyed on the 12th day of November 1800, (See Copy from Anderson's office, among the papers herein.)

When the Gilmore survey, No. 5635, was entered in the year 1809 one corner of it was made to "overlap" the Bowen survey No. 3470. There is, therefore, an interference between the two surveys, amounting to 303 acres, (See the two depositions of Levi Phelps, and the plat marked "A" among the papers in this Case.) — The land comprised in this interference the Bowen Survey 3470 will hold, and the Gilmore survey 5635 must lose. This results from the operation of the Act of Congress of March 2nd 1807, which provides that no location shall be made, after that date, on tracts of land previously patented or surveyed, and that any patent obtained for any land contrary to that proviso shall be void, (See Land Laws for Ohio, p. 134.) The Bowen tract was surveyed before March 2d 1807 — The Gilmore tract was entered after March 2d 1807. The Bowen tract, therefore, holds the interference

When, as hereinabove stated, partition of Survey No. 5635 was made by order of this Court, the Commissioners in partition set off to McNulty &

Chapman 500 acres (now held by Eunice Chapman) to John A. Bryan 500 acres; and to Elias F. Drake 472 acres. The land comprised in the above-mentioned interference is all included within the boundaries of the 472 acres thus set off and assigned to Drake, (See Phelps's deposition.)

From the foregoing statement it is seen that of Survey No. 5635, 500 acres is held in fee by John A. Bryan's grantees; 500 acres is held by Eunice Chapman by virtue of her purchase under McNulty & Chapmans decree (her legal title, however, not having yet vested;) and 472 acres is held by E. F. Drake, but his title to 303 acres thereof is worthless.

On the 8th day of November 1842 Elias F. Drake filed his Bill, in this case, against said John A. Bryan and said McNulty & Chapman and Eunice Chapman, charging, among other things, the existence of the aforesaid interference, and the consequent defect of title to a portion of Survey No 5635, and that Bryan, well knowing of such interference, went with the Commissioners who made the aforesaid partition, and improperly meddled with said partition, insomuch that partition was made without reference to said defect of title; that the Commissioners first intended to set off the 472 acre part to Doran's Mortgagees, but their attorney, Brush, remonstrated, and it was thereupon set off to Drake, who was not present. The prayer of the Bill is for a decree of repartition as against Eunice Chapman, and for compensation in money from John A. Bryan. —— Eunice Chapman has answered, denying all knowledge of the matters set out in the Bill, and claiming to be an innocent purchaser without notice, &c.

Chapman 500 acres (now held by Eunice Chapman) — to John A. Bryan 500 acres; and to Elias F. Drake 472 acres. The land comprised in the above-mentioned interference is all included within the boundaries of the 472 acres thus set off and assigned to Drake, (See Phelps's depositions)

From the foregoing statement it is seen that of Survey No. 5635, 500 acres is held in fee by John A. Bryan's grantees; 500 acres is held by Eunice Chapman by virtue of her purchase under McNulty & Chapmans decree (her legal title, however, not having yet vested;) and 472 acres is held by E. F. Drake, but his title to 303 acres thereof is worthless.

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Bryan has not answered. Neither have McNulty & Chapman.

It is confidently believed by Counsel for the Complainant, that the mere statement of the facts, as above given, must satisfy the Court that the Complainant is fully entitled to the relief which, in his Bill, he has prayed for. I will observe further, however, that although under the circumstances Drake would be entitled to Compensation from Bryan without showing fraud, still the showing of the fact that his, Bryan's, conduct was fraudulent in the premises, leaves him without a shadow of defence. And that his conduct in regard to the partition was fraudulent is fully shown by the Depositions of Levi Phelps and Cyprian Lee; by his (Bryan's) letter to Drake dated September 18th 1839 and filed as an exhibit in this case; and by the deposition of Samuel Brush, all of which are among the papers of this Case.

Eunice Chapman has no just pretence, upon which to resist a repartition. The plea of want of notice ought not to avail her, if it were true, because no legal title has ever vested in her, and she holds simply the right of, and "stands in the shoes of" McNulty & Chapman, who were parties to the fraud committed upon Drake in the partition. But she is not an "innocent purchaser without notice". The entire proceedings were of record, and were notice to her, and all the world. Furthermore, she purchased by her agent and attorney Saml. Brush, who knew all about the interference and the proceedings in partition, (See his deposition herein); and it is well settled that notice to the agent or atty. is notice to the principal. (2 Wheeler's Chancery Digest, 254. — 2 Fonbl: Eq: 154. — 4 Kents Com. 179.)

Otway Burns
Atty. for Complainant.

James Madison, President of the United States of America, To all to whom these Presents shall come Greeting,

Know Ye, That in consideration of Military Service performed by James Gilmore a Lieutenant for three years to the United States in the Virginia Line on Continental Establishment, and in pursuance of an act of the Congress of the United States passed on the 10th day of august in the year 1790. Entitled "An act to reward the Officers and Soldiers of the Virginia Line on Continental Establishment to obtain Titles to certain Lands lying Northwest of the River Ohio between the Little Miami and Scioto" and another Act of the said Congress, passed on the 9th day of June, in the year 1794 amendatory of the said Act, There is granted by the said United States unto Samuel M'Kee, assignee of the said James Gilmore, a certain Tract of land, containing Twelve Hundred Acres, Situate between the Little Miami and Scioto Rivers, Northwest of the River Ohio, as by survey bearing date the ninth day of November in the year one thousand eight hundred and eleven and bounded and described as follows, to wit, Survey of twelve hundred acres, of land on part of a Military Warrant No 5157 in favor of the said James Gilmore, (the whole thereof being for two thousand six hundred sixty six and two thirds acres) on the Waters of Bokes Creek, beginning at a beech, hickory and elm, Southeasterly corner to Robert Means Survey No 5387 running with his line and with the line of Barclay and Merrymans Survey No 3238. N 7 E 530 poles, crossing several branches to two Elms two hickorys two Buckeyes and two Beeches Southwesterly corner to Duncan McArthurs Survey No 6507, thence with his line S 51 E 626 poles, crossing a large branch at 82, a small branch at

100, a large branch at 336, and a small branch at 350 poles to a large white oak, ash and hickory, Southeast corner to said Mc Arthurs Survey and Southwesterly corner to the Representatives of William Frazers Survey No. 3690, thence S 7 W 198 poles, to a beech, thence N 83 W 530 poles to the beginning with the Appurtenances. To have and To hold the said tract with the appurtenances, unto the said Samuel McKee and his heirs and assigns forever.

In Witness Whereof, The said James Madison President of the United States of America, hath caused the Seal of the United States to be hereunto affixed, and signed the same with his hand at the City of Washington, the thirtieth day of April in the year of our Lord one thousand eight hundred and twelve, and of the Independence of the United States of America, the thirty sixth.

L S

James Madison

By the President

Jas. Monroe

Secretary of State

General Land Office

I Thomas H Blake, Commissioner of the General Land Office, do hereby certify that the foregoing is a true copy from the records of this Office, bound in Volume 6 page 153 of the Va. Mil Y Patents.

In Testimony Whereof I have caused the seal of the said Office to be hereunto affixed at the City of Washington the 23d day of June 1842

Thos H Blake

Commissioner

The State of Ohio }
Ross County ss } Before me Daniel Ott a Justice of the peace in and for said county personally appeared Wm. Marshal Anderson Surveyor of the Virginia Military District, who being duly sworn deposes and says that the foregoing entries and Surveys are true copies from the Records of his Office

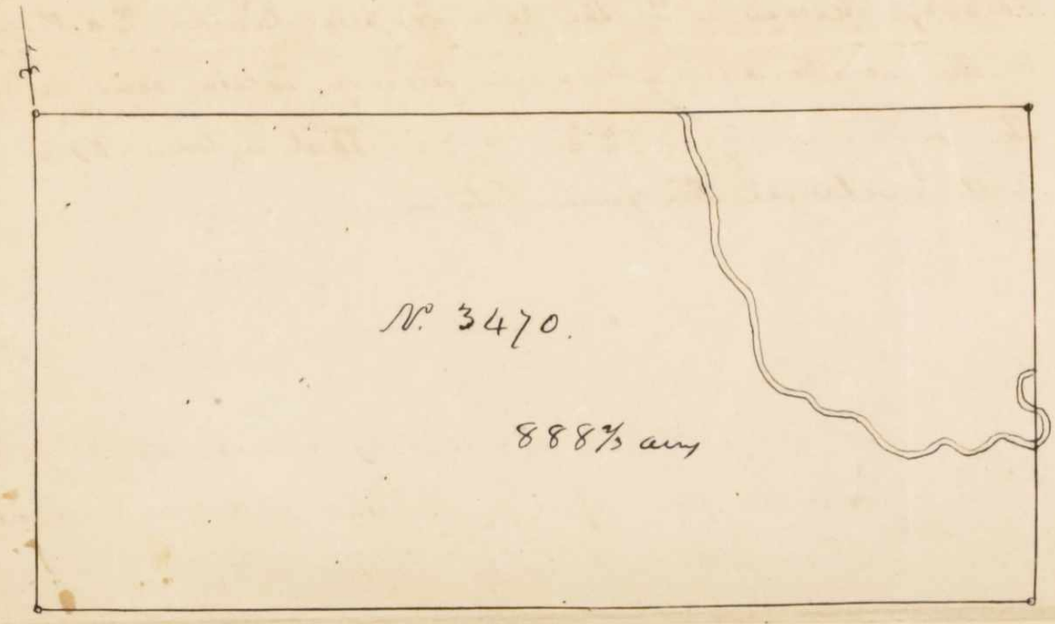
W. Marshall Anderson S.

Sworn to and Subscribed before me this 24th day of September AD 1846

Daniel Ott J.P.

1798. November 28th

No. 3470. John Bowen enters 888⅔ acres of land on part of a Military Warrant No. 741. on Boke's Creek. Beginning at the southwest corner of Said Bowen's
115 6. entry No. 3469. running with his line to his southeast corner. thence at right angles across the Creek for quantity —



Surveyed for John Bowen. 888⅔ acres of land on part of a Military Warrant No. 741. on Boke's Creek. Beginning at a Lynn and Sugartree. South west corner to Said Bowen's Survey No. 3469. running with his line S 83 E 533 poles. croping the Creek to an Ironwood and two sugartrees. Southeast corner to Said Survey. thence S 7 W 267 poles. croping the Creek at 140 poles at 160 and at 180 poles an Ash. Sugartree and Lynn. thence N 83 W 533 poles to two Sugartrees. thence N 7 E 267 poles to the beginning —

Robert Sylvy
Philip Mothersbaugh } C.C.
Abraham Ruddle. M.

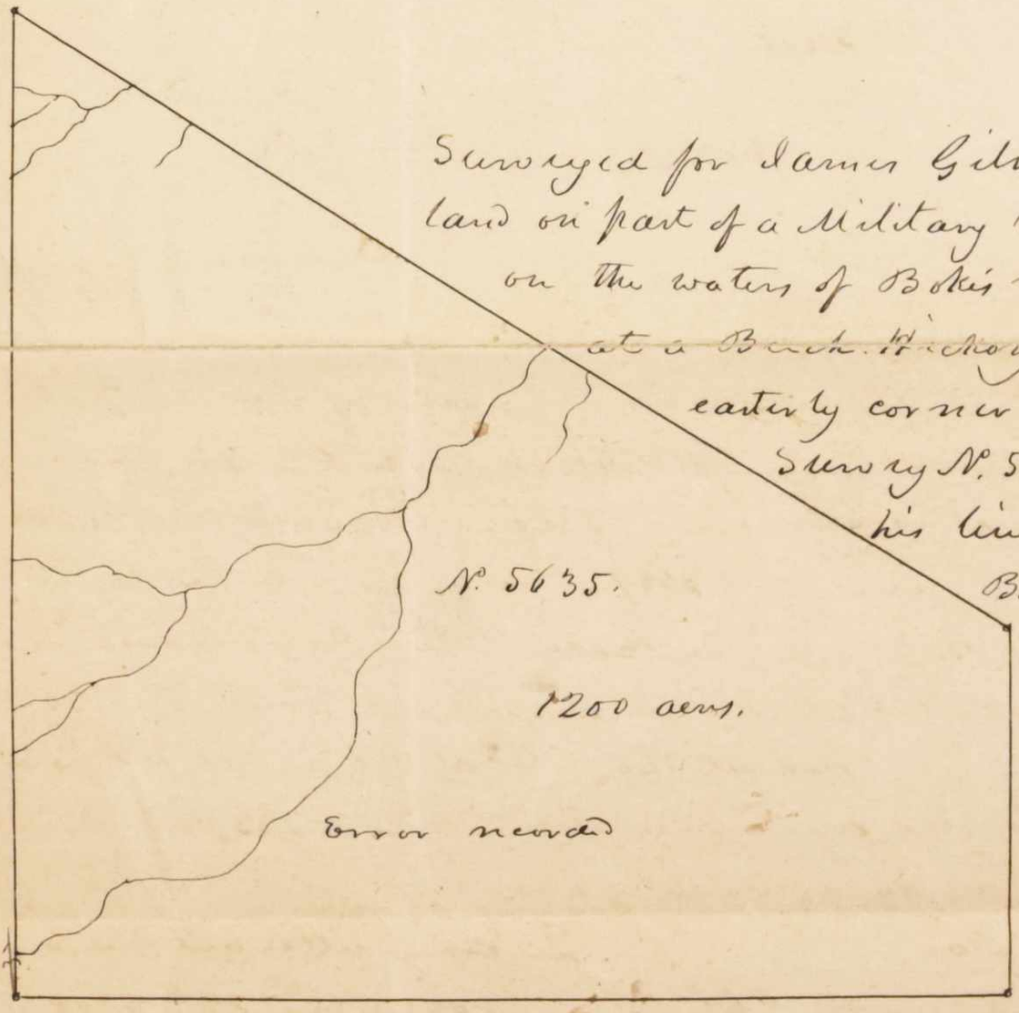
Lucas Sullivant. D.S.
November 12th 1800
March 7th 1812.

1809. November 8th

No. 5635 — James Gilmore enters 1200 acres of land on part of a Military Warrant No. 5157. on the waters of Bokis Creek. Beginning at the southeasterly corner of Robert Means Survey No. 5387, running with the Easterly line of said Survey and course thereof N 7 E to the southwesterly corner of Duncan W. Arthur's Entry No. 6507. thence with the line of said Entry. Easterly to the southeasterly corner thereof. thence and from the beginning. S 83 E. so far that a line N 7 E will include the quantity —

550 acres withdrawn & entered 425.

121. 6.



Surveyed for James Gilmore 1200 acres of land on part of a Military Warrant No. 5157, on the waters of Bokis Creek. Beginning at a Beech. Hickory and Elm. southeasterly corner to Robert Means Survey No. 5387. running with his line and the line of Baxley and Merrymans Survey No. 3238. N 7 E 530 poles. crossing several branches to two Elms. two Hickorys. two Buckeys and two Beeches. Southwesterly corner to Duncan W. Arthurs Survey No. 6507. thence with his line. S 51 E 626 poles. crossing a large branch at 82. a small branch at 100. a large branch at 336 and a small branch at 350 poles to a large White Oak. Ash and Hickory. Southeast corner to said W. Arthurs Survey. and southwesterly corner to the Representatives of William Frazers Survey No. 3690. thence S 7 W 198 poles to a Beech. thence N 83 W 530 poles to the beginning —

Duncan W. Arthur. D.S.
November 9th 1811.
March 24. 1812

Daniel Matthews
James Minary } C.C. & M.

of Eunice Chapman to be discharged with her costs in this behalf expended. And that the complainant has presented no case to this Court which entitles him to any relief from either of the defendants.

C W B Allison Solr
for John A Bryan &
Eunice Chapman Defts

John A Bryan et als
vs
Elias Shaake
Injunction Forclosure

C W B Allison
Atty

Argument for Defts. John A Bryan and Eunice Chapman

Chancery in Union Common Pleas

Elias D. Drake

vs

John A Bryan
Eunice Chapman et als

This case is in Chancery and seeks to review and open up, proceedings in Partition under our Statute and to have a Re-partition. Can this be done? We think not. A Chancery Court will review their own proceedings, when any of the causes set forth in our Chancery Practice Act exist — but the proceedings in Partition under our Statute, and a Chancery proceeding for partition, are materially different. We know of no authoritative decision which authorises relief on a Bill of this kind. It may be said, that this is in the nature of a Bill to impeach a Decree for fraud — Chancery has jurisdiction in almost all cases of fraud in Law or Chancery, but will the fraud of one party to a former proceeding prejudice the rights or interests of innocent persons entirely unconnected with the charge — especially persons relying upon the acts of the Judicial Tribunals, whose proceedings are, and always should be presumed correct — certainly not. The Complainant and his Counsel have themselves acknowledged this much by their refusing to make Bryan's Grantees parties to their Bill — in consequence of their being innocent purchasers.

But was any party to the former proceeding in partition guilty of Fraud. The Complainant charges it against Mr Bryan — but the evidence of two of the Commissioners taken by himself — we think entirely acquits Mr Bryan from this allegation. Phelps and Lee say that Bryan interfered no farther than simply to "desire that his part should not fall on the disputed portion, — (see their depositions on file) Was there any thing fraudulent in this? — Was there any deceit, cheat, trick — or artifice, about it. There must be

an intention to deceive to amount to fraud.
Fraud is not presumed, it must be proved by the party alleging it. (see Wright R. 505). Is there any thing improper even, or uncommon for a party in partition to be on the ground at the time Commissioners are there making partitions? or for such party to express a preference or a desire for a particular location? Certainly Commissioners could not be deceived by acts of that kind. If it would have any effect, it would be to lessen the quantity in the desired portion. But it could have no effect upon judicious Commissioners. Mr Bryan has thought it unnecessary to answer the allegation of fraud, since the Commissioners themselves (whose testimony was taken by complainant) disprove it. The testimony of Mr Brush can have no weight upon this point, even if it should be considered of any weight upon any point. That witness, from his own testimony appears in no very enviable light, acting as the Attorney for Mr Bryan in the partition, and at the same time talking as he says he did to the Commissioners, which would certainly have been prejudicial to his client and his interests. The testimony of Phelps and Lee is therefore the only legal testimony in the case and that, we think entirely exonerates Mr Bryan from the charge of fraud.

The complainant also claims that the transposition of the portions alotted to Doran and himself on the original draft of the Commissioners, operated against him was a fraud upon him. A paper is filed by him, purporting to be a letter from Mr Bryan, received by him some month previous to the setting of the Court which confirmed the report of the Commissioners, by which ~~upon~~

he was informed that the alleged interference was allotted to John L. Doran and his mortgagees McNulty & Chapman of New York. Now what is the unmistakable inference? It is this. That had it not been for this letter of Mr Bryan. He (Complainant) would have attended at the subsequent term of the Court when the Commissioners made their report, and would have had it rectified or set aside, and a new Order issued. This should have been his course instead of the present proceeding. But after the receipt of Mr Bryan's letter which is filed in this case to "explain the part Mr Bryan took in the transaction;" (See Drakes Letter to Brush & Gilbert of Nov 1st 1842 filed in this case) which complainant contends was intended as a fraud upon Doran's Mortgagees — the Complainant supposing that it was a Lieutenant instead of himself that was to be defrauded — was satisfied with the partition. Accordingly after he found out that the interferance was allotted to himself instead of Doran's Mortgagees — he wrote to Messrs Brush & Gilbert (see the letter above refered to) "That the arrangement was made to Gouge the New Yorkers, but as Brush attended to their case I was poked" meaning that he had received the Gouge, that he as Partition Commissioner had aimed at some of the defendants.

Now how does the complainant appear in a Court of equity, where the rule is that a Complainant must come in to Court with clean hands. That when he asks equity, he must show that he at all times has been ready and willing to do equity. Complainant asks to be compensated for his failure in seeing Doran's Mortgagees Gouged (as his Exhibit has it), and asked too from the very persons whom he supposed were to be defrauded.

Again, Can this court grant relief to the complainant upon the ground of mistake? We think not. The Commissioners knew of the alleged interference at the time (see the depositions of Phelps & Lee). It was talked of by them and the evidence also shows that it was also known to Complainant at least in time for him to have attended to his interests before the partition was confirmed by the Court. But the question of actual notice to Complainant is not material. He was a party to the proceedings and in Court, ~~and all the objections~~ and could and should have made known his objections to the Court upon the return of the Commissioners. The Complainant therefore having had a full and adequate remedy under the Statutory proceedings in partition his own laches cannot give this Court jurisdiction.

But should Counsel be mistaken in supposing that this Court will not examine into the merits of the prayer for a re-partition and Compensation then how stands the case?

Here I deem it necessary to make some statements in regard to the title and Records in addition to those stated by the Counsel for complainant in his opening argument which we think have a tending to give a more ~~proper~~ correct understanding of this case.

The Conveyance to Doran by the Heirs of McKee is but a Special warrantee. The mortgage of Doran to McAulty and Chapman for one undivided third part of said Survey was Recorded Nov. 13th 1838 (see Records of Deeds Q.C. Book 6 page 605) and authorizes the land to be sold (~~upon~~ default in the Condition) "according to the law in such case made and provided — and a good and sufficient deed to be made to the purchaser". — Dorans Deed of Quit Claim to John A Bryan was executed April 18th 1838 and Recorded Sept 10th 1838 (see Book 7 page 26). — Dorans Deed to Drake

was executed May 16th 1838 and Recorded December 25th 1838. (See Book 7 page 47). This deed to Drake is a special warrantee. warranting against all persons claiming under him (Doran) in consideration of One dollar! (see the deed on file in this case). It will be seen that the deeds of Bryan & Drake have not recorded within the six months. and that the conveyances to Bryan & Drake effect, as between the parties to this suit, in the following Order. 1st The Mortgage to McNulty & Chapman, which we think is in effect a general warrantee for the 1/3 of said Survey. 2nd The deed to Bryan. and Lastly the deed to Drake which is in effect but a Quit claim. Now is it not in accordance with both law and Equity - that if the title to any portion of the said Survey should fail that the mortgage to McNulty and Chapman should be first protected, then the interest of Bryan, and Lastly the complainant?.-

Take another view of the case. Suppose that this Court, in consequence of Bryan conveying his portion to innocent purchasers, and the portion mortgaged to McNulty & Chapman being sold under the authority of this Court to Emmit Chapman an innocent purchaser likewise, should decree that Bryan and McNulty & Chapman, or either of them, should pay to Complainant an equivalent in money, (as Complainant prays for against Mr Bryan), and the money paid over hereafter the title to the whole Survey should fail (which is not an impossible or an unreasonable supposition in the W. M. District) - how could the money paid under the decree be restored to the parties?.-

Again will this Court grant the relief prayed for on a quit claim title? did not the Court, in limiting the parties to particular bounds, act in the stead of Doran the Common grantor? Had Doran fixed the metes and bounds in his conveyance the complainant would have been without remedy.

The Complainant must show that he is entitled to redress, and also, that he is entitled to it in the manner and in the Court in which he seeks to obtain it. Mustard vs Sabney 4. B.R. 68. It is not sufficient for him to prove that the Bowen Survey is older than the Gilmore Survey, or that there is an alleged or talked of interference between them. but he must prove positively, by competent testimony, that they do interfere, and the amount contained in the interferance. Has he done this? we think not. The only testimony on this point, in the case is the depositions of Levi Phelps. It will be seen from his testimony that he never saw the two surveys and found an interferance from properly authenticated vouchers, and his recollection is entirely too vague and indistinct in regard to the lines, corners &c. to compare them from his memory, with certified copies presented to him on examination. 9 years having intervened. He only says that he is acquainted with the reputed lines and corners of the two surveys. We submit to the Court the sufficiency of this testimony. We therefore think that the Complainant is not entitled to relief in this suit against either of the defendants and that consequently this case should be dismissed. The case of Bennie Chapman one of the defendants, however is entitled to a further and separate hearing. to understand which properly, we will make some further statements from the Records.

Bryans petition for partition, was filed against Drake, Doran, & McNulty & Chapman as Mortgagees of Doran. at one term of the Court. and the Bill of McNulty & Chapman for foreclosure at the succeeding term. The latter case therefore was pending at the time the Report of the Commissioners

~~was~~ partition was confirmed by the Court. At the succeeding Term, to wit, May Term 1840, a decree was rendered in the case of McNulty & Chapman for closing the mortgage, and ordering a sale of the mortgaged premises by the Sheriff of Union County as Special Master &c, in which decree it is declared that "partition ~~being~~ of the lands and tenements in said Bill named having been made since the filing of the Bill in this ~~Suit~~ suit, and one third thereof set off and assigned to the said John L Doran, It is therefore Ordered" &c "that the said defendant John L Doran within 20 days" &c "pay the amount found due ($6580.00) and that in default thereof the said Sheriff should "proceed to sell the said third part of said lands and tenements in the bill named, which has been set off and assigned to said defendant Doran" &c At the October Term 1840 the Sheriff made return of his sale to Eunice Chapman, and the Court "having inspected the proceedings, and sale, and finding the same in all respects legal, do confirm the same and order a deed to be made to the purchaser" A deed was accordingly executed by the Sheriff and delivered to Brush & Gilbert who had it duly Recorded on the 17th day of November 1840 (see Record of Deeds Book 8 page 55). Can the decree in the case of Brush & Gilbert ~~&c~~ vs McNulty & Chapman & Eunice Chapman (refered to by the Counsel for Complainant) have any effect in this case? certainly not. The Bill in that case was filed upon the same day, and at the same time, with the Bill in this case to wit Nov 8th 1842. As this case now stands, it must be decided upon the facts as they existed at the commencement of this suit. But suppose for argument, that we allow the complainant the full benefit of that decree: then how does it affect the question, as to Eunice

Chapman's being an innocent purchaser?
even as that decree is recited by the Complainants
Counsel in his opening argument (which is incorrect)
Mrs Chapman's rights accrued at the time
of the sale, (see 11 of O. 2. 253) In McGuire vs Ely et als. Wright's R.
page 520, the Court say "If the Sheriff's proceedings
are regular, the purchaser of him, acquires
a right at the sale, though the evidence of
his title may not be given to him until subse-
-quently. This right cannot be taken from him
by any after act of the parties to the suit, over
which the purchaser has no control." The
decree in the case of Brush & Gilbert leaves
the sale to Eunice Chapman as effectual
as it was at the confirmation of the sale,
neither is the Sheriff's deed to her invalidated.
but simply declares that Brush & Gilbert have
a right to retain the deed until their costs
are paid. The Court in that case do not
decree a sale of the land to pay those costs.
but expressly decided that from their own
acts they had lost their lien upon the land,
and refused a sale as prayed for. Brush
& Gilbert however had paid taxes upon
or after the sale to Eunice Chapman, and
the Court declared they had an agent lien under
our Statute, upon the land, to the amount
of the taxes paid, and decreed a sale of
a portion of the land to satisfy said taxes, unless paid
and thus having jurisdiction in the case,
they declare a right in them to hold the deed
until their costs are paid. We doubt the
correctness of the decree, but still, as it is-
there is nothing in it we think that weakens
the rights of Eunice Chapman in this suit.

The sale is as binding upon her, as though the title had absolutely vested. She has paid the full value for the whole 500 acres. (This was paid directly over to McNutt & Chapman the plaintiffs in foreclosure and they neglected to pay the costs of the suit.) Honestly, and in good faith paid it, under a sale authorised by this Court, that had twice passed upon the validity of the partition and confirmed the sale to her. She purchased without notice or knowledge of any interference, and her action is untainted with even the breath of fraud.

Counsel for the complainant contends that Brush was the attorney for Eunice Chapman and that notice to him, was notice to her. Brush never was strictly the attorney of Mrs Chapman so as to come within the reason of the rule if a sound one. He was acting as the attorney of McNutt and Chapman who were interested in having the land sell, and who having procured a person in Eunice Chapman's who was willing to buy the land at 2/3 the appraised value, they instructed Brush & Gilbert to bid off the land for her. Under these circumstances, it is not to be presumed that she had notice, and was warned not to rely upon the correctness of the acts of the Court.

But suppose for argument we admit Brush at one time to have been the attorney of Eunice Chapman; it is then not sufficient for them to prove a notice to him, but they must prove that the notice was given whilst he was acting as her attorney, and given to him as her attorney. — The deposition of Brush in this case does not prove this. neither is there any evidence upon that point. We are therefore of the opinion that there can be no doubt as to the right

Eliab F Drake
vs
John A Bryan et al
decree

Elias F Drake
vs
John A Bryan et al

In this case we think a sufficient ground is laid in the bill to require an investigation of the case by a court of Equity - Bryan Doran and Drake were tenants in common - Bryan applied to the Court of Com Pleas of Union Co as a Court of Chancery - for partition making his co-tenants Drake and Doran and Doran's mortgagees McNulty and Chapman defendants - The case afterwards proceeded according to the statute regulating partitions at Com - Drake appears from the letter of Bryan to him (exhibit A) to have had actual notice of the pendency of the petition - The attorneys of Doran's mortgagees had notice prior to the confirmation - It does not appear that Doran had actual notice - It was known to Bryan that a considerable portion of the common lands was claimed under an adverse title - that he knew it was a better one does not appear - We think however his personal interference with the commissioners as disclosed in the testimony of two of them and in his letter to Drake - in the absence of the other parties by which he unjustly rid himself of a common trouble and expense if not loss of lands was such as to render the proceeding invalid in the eyes of a court of equity so far as he is concerned -

Eunice Chapman stands in a different situation - She became the purchaser under a mortgage sale of the portion set-off to Doran -

She holds therefore the title both of the mortgagor Doran and the mortgagee Mutley and Chapman - No fraud nor notice of fraud in the partition is charged upon Doran - Had there been no fraud of anyone in the case the mere failure of title to a portion of the land set off to Drake we suppose would not entitle him to relief either at law or in equity - "Every partition between co-parceners has annexed to it a warranty in law - In all other deeds of partition there is no implied warranty but it is usual to insert mutual covenants for the title". Bruise Vol 4 page 96 - We do not suppose the fraud of Bryan not assented to by Doran can affect the relation of Doran or his privies to Drake - Doran is the grantor of Drake and by the covenants in his deed is liable to him for the failure of title but this liability is no lien upon the land sold to Eunice Chapman. It is a liability to be enforced by an action on the covenants and does not affect the rights of Doran or his assignees under the partition. But we suppose further from the evidence in this cause that Eunice Chapman has a right to claim that she is a purchaser without notice for a valuable consideration = In the case of a purchaser at private sale the authorities are not uniform on the point whether notice to be effectual must be given before payment as well as before deed - But in the case of a judicial sale the payment of the purchase money and confirmation of the sale is held sufficient without deed - 9 Ohio

R 187 — In this case actual notice is denied and the notice to Mr Brush as appears from his deposition was not notice of anything which should have affected the conscience either of Doran his mortgagee or the purchaser under the mortgage — In our opinion therefore as to Eunice Chapman the bill should be dismissed and as to Bryan the cause should be referred to a master to ascertain the amount value of the land assigned to Drake to which the title is defective — that Bryan be ordered to pay one half such value to Drake with interest from the date of partition and the costs of this proceeding except so far as they have been caused by making Eunice Chapman party defendant and that those costs be paid by Complainant

Bill at the approaching term of the Court (now only three days off) and that this deponent truly believes that he will be enabled, at the ensuing term, to shew the facts set forth by the Clerk whose statement he has in a proper official form - & further saith not -

Subscribed & sworn to this 25th July 1846 before me

Christian Myers
Associate Judge

J. Wm. S. Bryan

(No 5)

Union Common Pleas

Elias H. Drake
John A. Bryan

In Chancery.

John A. Bryan, the defendant in the above entitled cause, being duly sworn, deposeth & saith, that, during the greater part of the time since the filing of the complainants bill in this cause, he has been absent from the State of Ohio, at Washington city, and in a Foreign country, on public business. That he returned to the United States from a voyage abroad during the last fall, and soon after proceeded to Washington city, where he has mainly remained until the sitting of the Spring term of the Union County Court. That at that term he was not appised of any urgency on the part of the complainant for the trial of this cause, and that during the vacation this deponent has been using his best efforts to procure the facts in relation to the entry and survey of the tract, called "the Gilmore tract" of land in this country. That he employed an efficient gentleman in Washington, late a Clerk in the General Land Office, to carefully examine the surveys & records of the Land Department, & that the said Clerk furnished this deponent with a statement of the same, by which it would seem that the Gilmore tract," so called, is the oldest entry & the oldest survey of the tracts brought into dispute by virtue of the said bill of complainant. but as this deponent will need an official certificate of the facts so set forth, he cannot be prepared, as he is advised by counsel & truly believes to be true, for a hearing upon said complainants

Depositions of Witnesses taken in a cause pending in the Court of common pleas, in Chancery, of Union County, wherein Elias F. Drake is complainant and John A. Bryan et. al. are Defendants, in pursuance of the Notice hereto attached, and at the time and place therein mentioned.

Levi Phelps of the County of Union, of lawful age, being first duly sworn by me, as hereinafter certified, deposes and says:

Question by Complainant's Counsel. Did you act as a viewer in partition, and as such assist in making partition of Virginia Military Survey No. 5635 in the name of James Gilmore, between John L. Doran, John A. Bryan, and Elias F. Drake? — and if so, at what time?

I served as one of the commissioners in a partition between John L Doran John A Bryan and Elias F Drake I believe in the summer of AD 1839 between the Terms of the Court of August & October of said year in which I assisted in making partition of Survey No 5635 between the persons as aforesaid

Question by same. — Had you, at the time of making said partition, any knowledge of an interference between said Survey and John Bowen's Survey No. 3470, affecting the title to that portion of Survey 5635 in which said Drake's share was finally assigned him?

I had a knowledge of such interference on the northwest part of the same which matter was spoken of between myself and the other Commissioners present and which said interference was located on the part finally set off to Elias F Drake.

Question by same. — Was the said John A. Bryan present with the Commissioners, at the time of making said partition? and if so, did he make any effort in any way to avoid having his share set off upon that part of Survey No 5635, where said interference existed?

John A Bryant was present. the Interference was spoken of in

Elias F. Drake
vs.
John A. Bogan, et. al.

In Union Common Pleas,
In Chancery.

Depositions will be taken in this case by the plaintiff, before James Turner, a Justice of the Peace of Paris Township, Union County, Ohio, at his office in the Town of Marysville in said Township, on Thursday the 16th day of October A. D. 1845, between Six A. M. and Nine P. M.

Otway Curry
Atty for plff.

Oct. 13th 1845.

Elias F. Drake
vs.
John A. Bryan, et. al.

Notice
of taking Depositions

said Bryants presence and some conversation was had which I do not now fully recollect but I think said Bryant objected to the north lot assigning as a reason that he did not wish to have the interference on his lot.

Question by same. — Was Samuel Brush present at the time of making said partition?

Samuel Brush was not present at the time of making the partition to my knowledge

Question by same. — Were the shares of the parties in said partition originally agreed by the Commissioners to be set off in the manner in which they were finally arranged? and if not, what was the first arrangement, and how and why was it changed?

The north and south lots were not originall set off as finally agreed upon but previous to the report being handed into court I think Samuel Brush called on me and spoke of the interference which interference was on the lot of his client & requested that his clients part should fall on some other part of the survey in consequence of which request we transposed the names on the north and south Lots.

Question by same. — Did you, or did you not officiate as surveyor, as well as Commissioner, in making said partition?

I did.

Question by same. — In making the transposition mentioned in your last preceding answer, was, or was not the share of said Drake finally set off upon that part of the survey where said interference existed?

It was I believe

Cross Examined, Did Bryan make any representations to the Commissioners at the time, that the title to whole survey as partitioned was good. Or that the interference talked of was of no consequence?

Ans There was some remarks made by Bryan in regard to the interference but I cannot now recollect what the language or its import was at that time only the he desired that his part should not fall on the interference.

Question. Is the land finally set off to Drake of a superior quality, to the other portion of the survey? Is it not far superior?

Ans The quality of the land on that part of the survey is considerably better in my opinion than the balance of the survey consequently we put a less quantity in the lot.

Question Were you not at the time of partition, well acquainted, with the nature, and strength of the interference?

Ans I knew near where the lines were but did not know the precise quantity of the interference.

Question Did you not know of its probable strength

Ans We did not know which part or which survey had the best title. I merely knew that the lines of the two surveys interfered

Question, Did Brush when he requested a transposition of McNutt & Chapman portion, try to make use of any undue influence to sett the part with the interference to either of the other parties particularly?

Ans not more than a mere request, that I can recollect.

Levi Phelps

Also Cyprian Lee, of Union County, and of lawful age, being first duly sworn as hereinafter certified, deposes as follows

Question by Counsel for Complainant. — Were you one of the Commissioners in the aforesaid Case in partition between John A. Bryan, John L. Doran, and Elias H. Drake? and if so did you as such Commissioner assist in making the aforesaid partition of Survey No. 5635, mentioned in the foregoing deposition of Levi Phelps?

I was one of the commissioners acting with Mr Phelps and as such assisted in partitioning the same survey No 5635 between the parties mentioned in the question

Question by same. — Have you read the foregoing questions propounded to Levi Phelps, and his answers thereto in the foregoing deposition to which his name is subscribed? And if so, do you concur with him in the statements made by him in his said answers, and do you now on your part depose to the correctness of said statements?

I have read the answers of Mr Phelps and according to my recollection his statement is correct

Cyprian Lee

I James Lemer a Justice of the peace in and for the township of Paris in the County of Union Ohio do hereby certify that the above named Levi Phelps and Cyprian Lee was by me first duly sworn to to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by the witnesses themselves and were taken at the time and place specified in the inclosed notice

In testimony whereof I have hereunto set my hand this 19th day of Oct 1845 James Lemer J.P.

Fee bill

J Lemer J.P.		$1.10
L Phelps	wit	50
C Lee		50
		$2.10

Elias F. Drake vs. John A. Bryan et als. } In Chancery. Closing argument for Complainant.

Before proceeding generally, it is proper to correct a misstatement of fact, inadvertently made in my opening argument. In that argument I stated that in the case of Brush & Gilbert vs. McNulty & Chapman & Eunice Chapman the Court had declared the claims of Brush & Gilbert and those of the Officers of Court a lien upon the land of said Eunice; and had ordered the Master to sell as much thereof as would satisfy said lien; and had found that the title to said land had never vested in said Eunice and had decreed that until the payment of all of said claims the title should not vest in her. —— Upon a reexamination of the record — at the instance of Defendants' Counsel — I find the statement to be partly incorrect. The lien was only declared by the Court to be valid to the extent of the tax-money which had been paid upon the land by Brush & Gilbert, and the Master was only ordered to sell as much as would cover the claim for such tax-money. But the statement that the Court had found that the title had not vested in Eunice Chapman, and that they decreed that the same should not vest in her until the happening of a contingency which has not yet happened, is true. And this is all that was necessary for the purpose which I had in view in making the statement. That purpose was simply to avail myself, (in argument) of the fact that the title to the land has not yet vested in Eunice Chapman.

The first point made in the very often-heard argument of Counsel for Defendants is, that this

Court, in its Chancery Capacity, cannot take jurisdic-tion in a case like that presented by Complainants' bill. He cites no authorities to support his position, and I need only say that I entertain no doubt of the power of the Court to act in the premises. If, however, the objection ever had any force, it comes too late, when it is heard of, for the first time, in argument. It is too late to first raise the objection at the hearing. See 4 Johns. Ch: Rep. 290.

As I insisted formerly, so I now insist, that the circumstances of this case are such as to authorize the Court to take jurisdiction and grant the prayer of the bill, even if fraud had neither been alledged nor proved. But fraud has been both alleged and proved. The testimony of the two Com-missioners in partition — Phelps and Lee — and that of S. Brush, must settle this question. Phelps says he knew of the existence of the interference between Surveys S 635, & 3470, but did not, (at the time of partition) know which of those surveys would finally hold the disputed ground — that, at the time of partition being made, Bryan was with the Commissioners, and requested that the interference should not be set off to him. His request was complied with — the Commissioners determining to set the disputed ground off to McNulty and Chapman. To this, however, Brush objected, on the part of McNulty and Chapman, and the Commissioners, yielding to Brush's request, finally set it off to Drake, (see Brush's deposition.) Now, what ought to have been the course of all parties at the time of making partition? Clearly, they ought to have left the Commissioners to do their work perfectly uninfluenced. Shall a party go upon the ground in such case, and by his request cause an unfair

partition to be made, and will the Court hold that there was no fraud in the case, because the unfair purpose was accomplished simply by entreaty? With all possible respect for the opposite counsel, I must say that the proposition appears to to me to be ~~[illegible]~~ preposterous. True the Counsel says truly that fraud is not presumed — it must be proved; but it is equally true that proof is drawn from circumstances; and the circumstances in this case make the inference of fraud inescapable. When an unfair purpose has been accomplished there is fraud, no matter what means may have been made use of, provided the means used did produce the effect. And that the means purposely used did produce the unfair result in this case there is not a shadow of doubt. At the request of Bryan the Commissioners determined to throw the interference away from him, and upon McNulty and Chapman. At the request of the Attorney of McNulty & Chapman they changed that determination, in part, and finally threw the interference away from McNulty & Chapman. But they were unwilling to disregard the request of Bryan, by throwing it back upon him. Therefore they threw it upon Drake, who had left them perfectly uninfluenced. If this whole affair was not a fraud upon Drake, then I do not know the meaning of the word fraud.

But, it is claimed by Counsel for Deft's. that if there was fraud the Complainant was particeps criminis, and cannot, therefore, come into this Court for relief. To prove this position reference is made to Drake's letter to Brush & Gilbert, enclosing and referring to Bryan's letter to himself. Both those letters are with the papers in this case. But do they sustain the charge that Drake was particeps criminis

with Bryan? Not at all. It will be seen from a careful examination of Bryan's letter to Drake, that the only difficulty of which he gave Drake any intimation, was the occupancy of the land by settlers, holding, some under the State and some under McArthur. Had Drake never found any difficulty about title except that which Bryan's letter alluded to he would have made no complaint. He always knew, as he knows now, that there was no disadvantage in having a portion assigned to him upon which "squatters" had been making improvements under titles which could not stand. And, knowing this, he could not have supposed that putting McNulty & Chapman into such position would operate to their disadvantage, or as a fraud upon them. But at the time Drake's letter to Brush & Gilbert was written, it had become known to all concerned that Bryan had meddled with the partition, not for the purpose of avoiding the "settlers" who were holding under worthless titles, but for the purpose of avoiding the interference of Bowen's survey No. 3470, which he knew would hold the land. Mr Phelps expressly states, in his deposition that it was the interference by Bowen's survey that Bryan talked about at the time of partition. From all this it is clear that the charge against Drake of having participated in the fraud is wholly gratuitous. Bryan's letter to Drake was put on file to show, by his own admission, that he meddled with the Commissioners. The testimony of two of the Commissioners (Phelps & Lee) shows why he meddled.

The Counsel for Defendants makes a statement with regard to the dates of execution

and record of the Mortgage to McNulty & Chapman and the deeds to Bryan and Drake. In this he is partly incorrect. For instance he states that the Mortgage is in effect a general warranty, when in fact there is not in the whole instrument a single word out of or from which the idea of general warranty, or even special warranty can be drawn. It is nothing but a conditional quit claim. Again, Counsel states that Drake's deed is a special warranty, for the consideration of One Dollar, and he refers to the deed. This is true as stated, but the statement appears to have been purposely made by Counsel in such manner as to induce the belief that Drake never paid more than One Dollar for his share of the land. That such view is unfair is apparent from the letter of Bryan to Drake, so often referred to, in which Bryan proposed to buy Drake out, by giving his note in the Xenia Bank for what Drake had paid. Did Bryan wish to give his note in Xenia Bank for One Dollar? — But the gist of these statements made by Counsel for Defendants is to lay a foundation for the proposition that the Mortgage to McNulty & Chapman, the deed to Bryan, and the deed to Drake took effect in the order in which I have here named them, and that in that form of Order the Court must protect them. I can see neither force nor propriety in the proposition. What did Doran convey to McNulty and to Bryan? He quit-claimed to each one third of his interest in the Gilmore Survey. A quit-claim vendor conveys nothing but his interest, of course. Had Doran any interest in that portion of the land where the surveys interfere, and which the Bowen survey always did and always will hold? Not a shadow of interest. Could he convey any interest where he had none? Impossible.

What, then did he convey to each? Simply, one third of his interest in the ~~Gilm~~ residue of the Gilmore tract, after excluding the interference. Therefore, that portion to which Doran had title should have been fairly divided among his grantees into three equal shares.

The objection raised by Counsel for Defendants, predicated upon the idea that the title to the whole of the Gilmore survey might fail, cannot, it seems to me, require any argumentative reply. Counsel cannot, surely, be serious in claiming, virtually, that an equal owner of property is not entitled to an equal share, because there is a possibility that ~~all~~ the title of all the owners may fail!

Neither, it seems to me, could ~~could~~ Counsel for Defendants have felt much reliance upon the suggestion that the Court cannot grant relief upon a quit-claim title, or upon the suggestion that the Complainant is without remedy, because the Court, in making partition, "acted instead of Doran." — The parties never had a right to call upon Doran, in any way, to fix Metes and bounds, and the Court, in fixing Metes and bounds, acted for and between the parties, and not for Doran.

Counsel for Complainant claims that the ~~interfer~~ interference of the two surveys has not been sufficiently proved. I think it is abundantly proved by the deposition of Levi Phelps, taken before Esq. Wilkinson, and now on file among the papers in this case. The Court will of course examine that deposition, and judge of its sufficiency. I will only remark that the last answer of Mr. Phelps in that deposition has an

endorsement in the margin, in the handwriting of Defendants Counsel, in these words; "objected to as out of rule." The endorsement and the objection are wholly gratuitous. That answer was as much "in rule" as any other answer in the deposition. The endorsement I never saw until since the submission of the Case. But if it was made before submission, and if it were entitled to notice, in the light of an exception, still the question as to the competency of that answer should have been settled at the time of submission; in default of which it cannot now be excluded.

The Counsel for the Defendant closes with a long and elaborate effort to screen Eunice Chapman from responsibility. I have carefully read his argument, and believe that in reply I need only refer the Court to the closing portion of my opening argument. — Eunice Chapman has no legal title, — so this Court has already decreed. Counsel for Defendants cites authority to show, as he claims, that her right accrues at the sale, and that her right cannot be affected by any after act of the parties, over which she had no control. I cannot see the application of all this. We are seeking to affect her not on account of acts committed after the sale, but on account of acts committed before it. — As I said above, she has no legal title — she stands in the shoes of McNulty & Chapman. And what title she has she procured with constructive notice of the fraud which had been committed upon this complainant in the partition. Brush, her agent, knew all about it, and notice to him was notice to her (See authorities

Cited at the close of my opening argument.)
Defts Counsel claims that notice to the agent, to affect the principal, must be given while the agent is acting as such. Here, again, I find it difficult to believe that the position of Counsel could have been earnestly taken. What is notice? It is knowledge, either actual or constructive. And if it exist at the time of the transaction, the time or the manner of its communication to the party or his agent are questions totally immaterial.

The objections taken by Counsel for the Defendants to the Deposition of Saml. Brush seem to me to be entirely untenable. Brush states nothing which was communicated confidentially by any Client, and he was under no obligation to conceal anything that he has stated.

In conclusion I will very briefly recur to the question of the Jurisdiction of this Court in this Case. Since writing the first part of my closing argument, I have carefully examined the proceedings in the partition Case, in which the Gilmore tract was divided between Dean's grantees. The petition of Bryan for partition was directed to this Court "when in Chancery sitting." The partition, therefore, was not made at law, under the Statute, but was made in Chancery, (See Wright's Rep. 168.) This entirely disposes of the objection to the jurisdiction of the Court, raised by Counsel for the Defendants at the commencement of his argument.

Otway Curry
Atty. for Complainant.

I James M. Wilkinson, a justice of the peace in and for the Township of Paris, in the County of Union, Ohio, do hereby certify that the above named Levi Phelps 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 the questions by Mr Curry Atty for Complainant & W. B. Allison atty for Defts and the answers by said Levi Phelps and were taken on the 18th day of October AD 1845

In testimony whereof, I have hereunto set my hand this 18th day of October AD 1845

James M. Wilkinson J.P. (Seal)

Fees $1,06

Witness fees. Levi Phelps

J.P. Fees. 1,06

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of Union County and State of Ohio In Chancery wherein Elias F. Drake is Plaintiff, and John A. Bryan et als are defendants, and for said Plaintiff ~~[illegible]~~ In the presence of Counsel for both parties.

Levi Phelps, of the County of Union of lawful age, being first duly sworn by me, as hereafter certified, deposes as follows

Question by Complainants Counsel. Did you officiate as Surveyor, and Commissioner in partition in a case in which John A. Bryan was petitioner and in which partition was made between said Bryan and Elias F. Drake and John L. Doran of Virginia military Survey No. 5635,? And if so, at what time?

Answer.

I served as Surveyor & Commissioner in partition in a case in which John A Bryan was petitioner and in which partition was made between said Bryan Elias F Drake and John L Doran I think in the Summer of 1839 between the terms of August and October Courts,

Question by same:— Do you know whether there is an interference between said Survey No. 5635 and Survey No. 3470 affecting the title to any part of Survey No. 5635— and if so, what part?

Answer

The north west corner of Survey No. 5635 interferes with Survey No. 3470 from actual Survey made by me I think the interference was about three hundred acres

Question by same:— Whose share in said partition is affected by said interference?

Elias F Drakes Share

Question by same:— Have you seen the land plat among the papers in this case marked (A.)? and if so, is the said interference truly marked by the dotted line on the plats of ~~said~~ Surveys 5635 & 3470 on said paper?

Answer
I have seen the Land plat among the papers in this case marked (A) I think the diagonal line drawn or dotted across Survey No. 3470 substantially shows the Interference in a triangular form upon which I have written the word interference

Cross Examined. Question You say you have surveyed the interference. Can you give the meets and bounds or are you certain as to the exact quantity?

Ans
I surveyed the Interference same time after the partition was made by the request of Maj. James Galloway of Kenia the field notes & calculation were transmitted to him the quantity of which I believe was about three hundred acres.

Question. How do you know there is any interference?

Ans.
By the several lines and corners of the two surveys.

Question. Have you ever, run the lines and examined the corners. with the original survey or patent properly authenticated?

Ans I have run several lots on Survey No. 3470 by presumed copies of the Original Survey but am not sure that I had at any time an authenticated copy of the Original Survey when employed in running those lots

Question by Complainants Counsel: — Are you not well acquainted with the Corners and lines of said surveys?

Answer
I am well aquainted with the reputed lines and corners of Surveys No. 3470 and 5635

Question by same:— Do, or do not said lines and Corners from which you made your said survey correspond with the lines and Corners of said survey as exhibited by the certified plats in the Office of the Auditor of Union County?

Answer
I believe they do.

Cross Ex. Are you certain they do? have you compared those certified plats. with the reputed copys that you run with?

Ans.
The lots that I have run on Survey No. 3470 were run in conformity with deeds or articles of agreements held by the purchasers of those land but have never compared them with the certified copy of the Original Survey. Survey No. 5635 I think I one surveyed by the patent and time by a certified copy of the Survey from Memory I believe the surveys both compare with the certified copies in the Auditors Office

Question. If you think they compare from memory will you state the meets and bounds, as they were on the reputed copys you run with?

Ans
I cannot from memory state the meites & bounds of the Surveys but merely have knowledge of the conflicting lines & corners.

Question. Then state the ~~meets and bounds~~ lines and Corners of Survey 3470. from your memory of the deeds or articles of agreement held by you?

Ans. I cannot from memory state the precise limber on which corners were made to the several lots.

Question Then state the corners and length of the conflicting lines. as given in those deeds and articles of agreement

Ans I cannot

Question by Complainants Counsel. — You have stated that you can not from memory state the corners and lengths of lines. Now please state whether you have examined the same upon the certified copies in the auditors office of Union County, and if so whether the same as shown in said copies are the same you found in making said survey according to your best recollection?

(Objected to as not a proper question)

I believe the corners of the Original Surveys are the same found by me as are represented on the certified copy in the Auditors Office which I have examined

Levi Phelps

for Acres 75

John L. Doran

To Deed

E. F. Drake

Transfered. Decr. 24. 1838
M. Steele, aft. Audr.

Fee $.10

Received and recorded
this deed Decr. 25th 1838
in vol 7 page 474 & 8

P B Smith recorder
of Mercer County Ohio

Scott & Wright, Printers, Columbus.

This Indenture

Made this Sixteenth day of May, in the year of our Lord, one thousand eight hundred and thirty-Eight, by and between John G. Doran of the county of Franklin and State of Ohio, of the first part, and E. F. Drake of the county of Green and State aforesaid of the other part—**Witnesses:** That the said John G. Doran of the first part, for and in consideration of One dollars, to me in hand paid, or secured to be paid, the receipt whereof is hereby acknowledged, has given, granted bargained, sold, released, and conveyed, and do by these presents give, grant, bargain, sell, release, convey, and confirm, unto the said E. F. Drake An undivided third part of the following described tract or parcel of land, situate, lying and being, in the county of Union in the State of Ohio, to wit, Survey of Twelve hundred acres of land, on part of Military Warrant No. 5157 in favor of James Gilmore on the waters of Bokes-creek beginning at a black hickory, and elm, Southeasterly corner to Robert Moran's Survey, No. 5387 running with his line, and with the line of Baxley, and Maryman's Survey No. 3238. N. 7 E. 530 poles crossing several branches to two elms, two hickories, two buckeyes, and two beeches, Southwesterly corner to Duncan McArthur's Survey, No. 6507 thence with his line S. 51 E. 626 poles crossing a large branch at 82 poles, a small branch at 100, a large branch at 336, and a small branch at 550 poles to a large white-oak, ash, and hickory, South-east corner to said McArthur's Survey, and Southwesterly corner to the representatives of William Frazer's Survey, No. 3690. thence S. 7 W. 198 poles to a beach, thence N. 83 W. 530 poles to the beginning, being the same patented to Samuel McFee on the 30th day of April A.D. 1812.—

TO HAVE AND TO HOLD the premises hereby conveyed, with all the privileges and appurtenances thereunto belonging or in any wise appertaining, unto him the said E. F. Drake and unto his heirs and assigns, **forever.** And the said John G. Doran for himself and his heirs, executors and administrators, covenant and promise to and with the said E. F. Drake his heirs or assigns, that he the said John G. Doran is lawfully seized of the premises aforesaid, that he has good right and lawful authority to sell and convey the same in manner aforesaid, and that the same are free and clear from all manner of incumbrances whatever; and further, that he the said John G. Doran and his heirs, executors and administrators, will **Warrant** and **Defend** the premises hereby granted, unto the said E. F. Drake and his heirs and assigns, FOREVER, against the lawful claims and demands of all and every person claiming through or under him.

IN TESTIMONY WHEREOF, the said John G. Doran parties of the first part, have hereunto set his hand and seal the day and year first above written.

John G. Doran (Seal)

Signed, Sealed and Acknowledged, in presence of

W. T. Martin

Frederick Cole

State of Ohio, Franklin **County, ss.**

Personally came John G. Doran signer and sealer of the above instrument, and acknowledged the same to be his free act and deed, for the purposes therein expressed. this 16th day of May 1838

W. T. Martin Justice of the Peace in and for said County

Drake
vs
Bryan

Praecipe for execution

Filed Sept 15 1847
John Cassel Clk

Elias F. Drake
vs.
John A. Bryan

Union Com. Pleas.
Ch Cty:
Decree at Aug. Term 1847

Issue execution in this case immediately.

Otway Curry
Atty for plff

To the Clerk of Union Com. Pleas.

Sept. 11th 1847.

Ex Docket, Page 475

Elias L Drake
vs
John A Boyan

Debt $441.00
Cost 39.93
Writ — .41

Filed Oct 5th 1847.
John Cassie Clk

Recorded

Rec'd this writ August 15, 1847. No goods or chattels have or tenements found whereon to levy.
Fees — mileage 5
Service 35
Phillips Sullivan 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 Three day of August A.D., 1847.

Elias F. Drake

recovered against John A Bryan

as well as the sum of Four hundred dollars and ——— cents for his debt, as the sum of ——— dollars and ——— cents, for ——— damages as also the sum of $ 39.93 for his cost and charges in that behalf expended, as of record is manifest. You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said John A Bryan

you cause to be made the debt, damages and costs aforesaid, with interest thereon from the Three day of August A.D., 1847, until paid; also the sum of $ ——— 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 Elias F. Drake

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 15th day of August A.D., 1847.

John Cassil Clerk.

No. 42-CH-33

Union Common Pleas Court.

Silas G Strong Plaintiff,

AGAINST

Ward & Chipman Defendant.

APR TERM. 1851

Nonsuited

Journal 5 Page 10

Record No. No Record Page

Ex. Doc. A Page 28

Chy No 3.

Silas G. Strong
vs

Ward & Chipman

Cost Bill made
No Record.

C. 3

Union County

Silas G. Strong
&
Samuel L. Ward
&
Norma Chapman
In Chy

Filed Nov. 8, 1842.
John Cassily
Clk. pt.

Issue Subpoena
to defts. returnable
Nov. Term — P. Sayre

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

Your petitioner Silas G. Strong of said County respectfully represents that on the 9th day of October AD 1841 your petitioner sold and on payment of the consideration money agreed to convey the following real estate situated in said County lot part of Inlots No 41 & 44 in Marysville but beginning at the South East corner of Lot No 44 on Main cross Street thence North on the East line of Lot No 44 and Lot No 41 ten poles to the north East corner of Lot No 41 — thence West 30 feet to a stake — thence South to poles to a stake precisely 30 feet West from the beginning — thence East 30 feet to the beginning being a strip off from lots No 41 & 44 thirty feet wide — ~~and your petitioner further~~ ~~said~~ to one Jerry L. Ward when your petitioner prays may be made defendant to this suit — and which said Ward fully appears by reference to a bill bond a true copy of which is hereto attached — Said Ward was to pay your petitioner the sum of $250 as follows $100 on the first day of April then next $100 on the first of November 1842 and the residue on the 1st day of April AD 1843 — your petitioner says that said Ward altho often requested has not paid any part of the purchase

may appear but he wholly neglected and refused so to do and your petitioner is informed that said Mark is utterly insolvent. Your petitioner further says that on the 21st of August last said Mark assigned and transferred your petitioner's contract or bond for the sale and conveyance of said premises to one Norman Chapman whom your petitioner frequently made also a defendant to this bill and your petitioner has also called upon defendant Chapman for the payment but he also wholly neglects and refuses to pay any part of the consideration money although the said Mark and Chapman are contrary to equity and good conscience whereof your petitioner prays for sufficiency to said defendants that they may answer the facts stated in this bill and that this court would decree said contract rescinded and that said contract may be given up and cancelled as that said premises may be sold and out of the proceeds of said sale your petitioner be paid said consideration money & interest and the costs of this suit and that your petitioner has such other and further relief in the premises as the nature of his case requires.

G. O. Wilson Atty.
for Pet.

Know all men by these presents that I Silas G Strong of Marysville Ohio am held and firmly bound unto James L Ward in the sum of five Hundred dollars Lawfull Money to the payment of which well and truly to make. I bind my self my heirs Executors and Administrators firmly by these presents Sealed with my Seal & dated 7th day of October A D 1847

The condition of the Above is such that whereas the above bound Silas G Strong. has this day sold unto Lewis L Ward. a piece of Ground ~~[illegible]~~ to wit all that part ~~[illegible]~~ of Inlots No 41 & 44 (Number forty one & forty four. Contained in the following as boundaries thereof Beginning at the South East corner of Lot No 44 On Main cross Street thence North On the East Line of Lot No 44 & Lot No 41 — Ten poles to the North East corner of Lot No 41 Thence West Thirty feet to a Stake Thence South 10 poles to a Stake precisely thirty feet west from the beginning — thence East Thirty feet to the beginning being a Strip off from Lots 41 & 44. Thirty feet Wide. For which the said James L Ward agrees to pay $250. in manner following that is to say $100 On the 1st day of April Next and the further sum of $100 On the 1st day of Nov. 1842 On the Residue On the 1st day of April 1843 for which the said Ward has Executed his three several Notes with the condition to the 1st Note to wit. if paid On the 1st day of the Term of the 1st Court of Common Pleas of Union County in the year 1842 then No interest is to be Exacted — Now if said payments are fully made — so soon as the same is fully paid by James L Ward

Said Silas G Strong is by his Above bond bound to make a clear good & sufficient General Warranty deed for said Premises to said James L Ward and that the premises shall be — clear of all incumberances. And then & in that case this bond is to be null & void else in full force & virtue.

Silas G Strong (Seal)

Martha E Strong

I hereby assign the within title bond to — N Chapman with all its powers & benefits

Witness my hand this 21st day of April AD. 1842

James L Ward —

James L Wardy
Note $50

In Settlement of
Book account July
13th 1842 Received
on the within $15.39/100

Bingham
Aug. 8. 1842

$50 On or before the 1st day of April 1843 I promise to pay Silas Strong or order fifty dollars for Value Received with interest from date — —

Marysville ~~October 1841~~ October 7th 1841

This Note if I want Gone before due I can have them on it. will

J. W. Ward

$100. On or before the 1st day of November A.D 1842 I promise to pay Silas. G. Strong One Hundred dollars with Interest from this date for value Received - Marysville Oct 7th 1841

J. S. Ward

Union Common Pleas.

D. S. Strong
vs.
Ward & Chipman

Served pr Acknowledgement
Oct 8. 1842
W W Steele Shff

Fee 55
Mile 5
60

Filed Nov 8th 1842
John Capel
Clerk P.C.

Be Acknowledge service Nov 8. 1842
N. Chipman
L. W. Ward

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon James L. Ward and Norman Chipman

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

Silas J. Strong and this they shall

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

Witness ~~James H. Gill~~ John Cassilleyster, Clerk of said Court at the Court House in Marysville this

Eighth day of November, A. D. 1842

John Cassil, Clk.
per t.

Chancery Case File

Case No. 1842-CH-0034

No. 42-CH-34

Union Common Pleas Court.

Horace Phelps
Plaintiff,

AGAINST

Armadilla McIntire,
Defendant.

OCT 1847

Sale of Land
Decree for pltf.

Journal 4 Page 73

Record No. 5 Page 175

Ex. Doc. Page

Union Common Pleas:

Horace Phelps
vs.
The Heirs of
Wm. McIntyre

Petition to Sell Land.

Filed Nov. 10, 1842.
John Cassil Clk. pt.

Copied

To the Court of Common pleas, within and for the County of Union and State of Ohio: —

Horace Phelps, of said County, Guardian of Nancy McIntyre, Hannah McIntyre, ~~[illegible]~~ & Prudence McIntyre minor Children of William McIntyre late of said County deceased, represents that said Minors are seized in fee simple, each of an undivided fourth part of a certain tract of land, situate in the County of Union Ohio; on the waters of Bokes Creek, in the Virginia Military District, described as follows: viz: All that tract known and designated on the plat and survey of the same, made by Silas G. Strong and Alexander Robinson, as lot No. 24 of sixty One and a half acres; — Beginning at 2 elms and a white oak; Thence N. 80° E. 160 poles to two beeches and an iron wood; Thence S. 18° E. 62 poles to two beeches a sugar and hickory; Thence S. 80° 15' W. 160 poles to a beech sugar and iron wood; Thence N. 10° W. 61 poles and 5 links to the beginning, being part of original survey No. 5506 of 1796 acres, patented to John Baird on the 26th day of April 1809. That it has become necessary that their interest in said estate, of said Minors should be sold, to provide for the payment of debts contracted in raising & maintaining said Minors, and costs of Court relating to said estate and that it will be for the advantage of said Minors that all their interest in said estate should be disposed of, the same being but very slightly productive and said heirs being without the means of putting it in a productive Condition. — Your petitioner therefore prays that said Minors may be made parties defendants to this petition; that they may answer the same by their Guardian ad litem, to be appointed by this Court; and that your petitioner may be authorized to sell & convey all the interest of said Minors in said Real Estate, under such regulations as are prescribed by law.

By Otway Curry,
His Atty.

Union Com Pleas

Horace Phelps
Guardian &c
vs
Nancy McIntire et al

Suit in Chy

Filed May 4th 1847
John Cassil, Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY ~~OF UNION~~ of Delaware GREETING:

We command you, that you summon Armadillo M. Gulyer

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 4th day of May next ensuing, to answer a Petition in Chancery, exhibited against her by Horace Philips Guardian &c

and this 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 30 day of April A. D, 1847

John Cassil Clerk of Com. Pleas.

April 30th 1847 Served this writ upon John Gambol by leaving a true copy at his residence, Armadille McIntire not found

Fees Service 35
copy 10
mileage 35 — 80

Philip Snider Sheriff

Union Com. Pleas

Aaron Phillips
vs
Nancy McIntire, Pet.

Petition in chancery

Filed Apl 30 1847
John Brasil Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Gamble and Armadillo McIntire —

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 4th day of May next ensuing, to answer a Petition in Chancery, exhibited against them by Horace Phelps Guardian of the Heirs of William McIntire Dec^d —

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 28th day of April A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Common Pleas

Horace Shelps
vs
Nancy McIntyre et als
Sub. in chancery

Filed July 26 1847
John Corie Clk

July 23d. 1847
this writ personally
served by leaving
a certified copy of
the same with
Armadilla McIntyre
Fees Mil 55
Serv & copy 50
$1.05
A. Jones Shff
Sul tag

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Delaware GREETING:

We command you, that you summon Armadilla McIntyre

to appear before the Judges of our Court of Common Pleas, at the Court House, on the third day of August next ensuing, to answer a Bill in Chancery, exhibited against her ~~by~~ & others by Horace Phelps — — — — — — — — —

and this she 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 12th day of July

A: D, 1847

John Cassil Clerk of Com. Pleas.

Union Common Pleas.

Horace Phelps
vs.
Nancy M'Intyre et al.

Served by Certified Copies on each of within defts
Nov 10. 1842
W. W. Steele Shff.

Serv	95
Mile	35
Copies	40
	1.70

Filed Nov 10. 1842
John Cassil. Clerk pro tem.

Copied

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon Nancy M'Intyre, Hannah M'Intyre, Armadilla M'Intyre, and Prudence M'Intyre,

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 Petition

in Chancery exhibited against them by Horace Phelps, 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~~ John Cassil pro tem. Clerk of said Court at the Court House in Marysville this Tenth day of November, A. D. 1842

John Cassil, Clk. p.t.

Filed April 30 1849
John Carrie Clk

Horace Phelps Guardian
vs.
Nancy McIntyre } Petition to Sell.

Issue Subpoena in Chancery
to the Sheriff of Delaware County
for Armadilla McIntyre,
a Defendant in this Case.

Otway Cum
Atty for Pltff.

To the Clerk of Union
Common Pleas.

Dated April
30th, 1847

Univ Com Pleas

Phelps

vs

McIntyre,

Masters Report

Filed July 4th 1843
John Cassidy Clk

Fee $2.00

$10.00

Union Common Pleas

H. Shelp
vs
Nancy M'Intire

Order of Reference
to Special Master

Horace Phelps
vs
Nancy M'Intire et al

In Chancery to sell land
This cause is refered Wm
Steel Special Master
to enquire and report

to this Court at its next term as to the age of Armadilla M'Intire one of the Wards ~~of~~ mentioned in said petition and as to the necessity or probable utility to the interest of the said Wards in the sale of the Premises described in the bill and continued

I hereby certify that the forgoing is a correct copy of a journal entry made at the April term of this Court A. D. 1843

Given under my hand and the seal of the Court of Common Pleas Union County Ohio This 15th day of June A. D. 1843

John Capel Clerk

Horrace Phelps
"
Nancy McIntyre

In Chancery

The Report of W. W. Steele, Special Master in Chancery, to whom this Cause, stands referred, for the purpose of ascertaining the age of Armadilla McIntyre; and also, "the probable utility to the interest" of the Wards, in the sale of the premises ——— pursuant to the interlocutory decree, rendered at the April Term A.D. 1843. The said W. W. Steele in pursuance of said Order — Notified the parties in this action, that on the 27th day of June, he would take depositions, to ascertain the facts as required, Whereupon the parties appeared on said day — and declined taking depositions in the Case, All of which is Respectfully submitted

W. W. Steele Special Master
Commissioner Chy —

Wm B. Fraser
Rowland Lee
N. Collins

Answer of
Armadilla and
Prudence McIntyre
vs Their
Guardian ad litem

Filed Aug. 6th 1847
John Capsil Clerk

[illegible] of Armadilla McIntyre and Prudence McIntyre (by their guardian ad litem Jackson B. Doughty) to the petition filed against them by Horace Phelps Guardian of the heirs of William McIntyre deceased.

The said Armadilla McIntyre and Prudence McIntyre now come and for answer to said petition say that further than is shown in the papers on file in this case they know nothing. They submit their interests to the care and disposition of the Court. And having thus fully answered, they pray to be hence dismissed.

J. B. Doughty Guardian
ad litem.

Filed April 28 1887
John Carroll Clk

Horace Phelps, Guardian
of the Heirs of William McIntyre dec.
vs.
Nancy McIntyre et. als.

} Petition to Sell.

Issue Subpoena in
Chancery for John Gamble
Guardian of Armadilla
McIntyre and for said Armadilla.

Otway Curry
Atty for Petitioner

To the Clerk of
Union Com. Pleas

Dated April 28th
A. D. 1847

No 5

Petn. for order of
Adth. & sale

Mon Com Pleas

Horace Phelps
vs
Armadella McIntire
et al

Petition to Lease land

Amended bill filed
East bill made
Record
Recorded
Filed April 15th 1844
John Cassil Clerk

on ff. affr. not
made parties &
no proof of the nec
ty of sale

OCT 1847

Copied

To the Court of Com Pleas within and for the County of Union when in Chancery sitting

Horace P Phelps guardian of Nancy McIntire Hannah & Prudence McIntire Minor Children of Mr McIntire late of this County dec'd Represents that said Minors together with Armadilla McIntire are seized in fee of the following premises in said County each of one undivided forth part of the following premises on the waters of Blue creek in the Virginia Military Lands the same being so much of Survey and subdivision made by Silas D Strong as lot No 24. of sixty one and one half acres of Survey No (5506) Beginning at 2 elms & White oak thence N 80° E 160 poles to 2 beeches and Ironwood thence S 10° E 62 poles to two beeches and sugar tree thence S 80° W 160 poles to a beech sugar tree and Iron wood thence N 10 W 61. poles and 5 links to the beginning that it has become necessary that the said lands should be sold to pay necessary debts incurred in rearing educating and protecting said Minors and wards and for the payment of costs taxed to them in defending suits at Law and in Chancery that they have no other property from which to discharge the same. Your petitioner further represents that it will be for the good and interest of said Minors that the same should be sold as it is so nearly in an unimproved state that it will do no more than pay taxes and other repairs necessary. Your petitioner therefore prays that the said Armadilla and her Guardian John Gamble together with the said infants may be made Defendants and that the Court would on final hearing order the sale of their forth or the interest of the wards of your Petitioner and petitioner as in duty Bound will ever pray and so forth

B Curry & Lawrence Solsfor Pltff

Horace Phelps
vs.
Nancy McIntyre et als } In Chancery

Issue subpoena in Chancery, to the Sheriff of Delaware Co. for Armadilla McIntyre.

Otway Berry
Sol. for Petitioner

Clerk of Union Com. Pleas. }

Dated July 12th 1847. }

H. Phelps
Guardian Sale
proof Publication

Filed Oct. 6th 1847
John Cassidy Clerk

Sale of Real Estate!

BY ORDER OF COURT.

On the 4th day of October, A.D., 1847, at 3 o'clock, P.M., at the door of the Court House in the town of Marysville, Union county, Ohio, in obedience to an order of the Court of Common Pleas of said county, made at the August Term thereof, A.D. 1847, I will sell to the highest bidder the following Real Estate, to wit: all the right, title, and interest of Prudence McIntyre of, in, and to sixty-two and one-half acres of land, on the waters of Bluescreek in Union county, Ohio, being lot No. twenty-four of the subdivision made by Silas G. Strong of Virginia Military Survey No. 5506, beginning at two elms and a whiteoak, thence N 80 E 160 poles to 2 beeches and an ironwood; thence S 10 E 62 poles to two beeches, a sugar and a hickory; thence S 80 15 W 160 poles to a beech, sugar and ironwood; thence N 10 W 61 poles and five links to the beginning, containing sixty-one and one-half acres, more or less. The interest of said Prudence in said premises is, the undivided one-fourth thereof, appraised at one hundred and five dollars. Terms of sale, one third in hand, one third in one year, and the residue in two years. HORACE PHELPS, Guardian of Heirs of Wm. McIntyre, deceased.

Sept. 1, 1847. n15w5prt,3,75

Personally appeared, in open Court P. B. Cole and made solemn oath, that the notice hereto attached, was published for five consecutive weeks next after the first day of September A.D. 1847 in a newspaper called the Argus and that said newspaper was during that time, printed in the county of Union

P B Cole

Attest

John Capel, Clerk

Horace Phelps
Guardian &c.
vs.
Nancy Albertson et al

Affidavit

Horace Phelps
Guardian of the heirs
of Wm. McIntyre dec'd.
vs.
Nancy McIntyre et al

In Chancery.
Petition to sell lands.

In this case personally appeared in Court Matthias Collins, who being first duly sworn, deposes and says that he is well acquainted with Prudence McIntyre, one of the heirs of William McIntyre deceased, and one of the defendants in this Cause; that deponent is well acquainted with the land described in the petition in this Case; that deponent is well satisfied that it will be for the benefit and advantage of said Prudence that her interest in said land should be sold and the proceeds thereof applied to her maintenance and education; — and further the deponent saith not.

Matthias Collins

Sworn to and subscribed in open Court this 3d day of August A.D. 1847

John Cafoil, Clerk

Union Com Pleas

Horace Phelps Executor
of the Heirs of M McIntire
Dec'd

vs

Nancy McIntire et al

The State of Ohio Union County ss.

I John Cassil Clerk of the Court of Common Pleas in and for said County do hereby certify the following entry to be truly taken from the Journal of said Court. Towit

Horace Phillips Guardian of the heirs of Wm M Intire Deceased	August term AD 1847 Petition to sell land The minor heirs whom are defendants in this case this day filed their answer herein by Jackson C Daughty
vs	
Nancy M Intire et al	

their Guardian ad litem. Whereupon on motion and it appearing to the satisfaction of the Court that Nancy M Intire and Hannah M Intire two of the original defendants in this cause have respectively arrived at the age of majority it is ordered that as to them the petition stand dismissed and it further appearing to the satisfaction of the Court that it is necessary for the education and maintainance of Prudence M Intire and of said minors that her interest in the premises in the petition described should be sold it is ordered that the petitioner proceed by the oaths of William B. Irwin Rowland Lee and Mathias Collins to appraise and make a just valuation of the interest of said Prudence to wit. the undivided fourth part of the following real estate situate on the waters of Blues Creek Union County Ohio. Being Lot Number twenty four of the Subdivision made by Silas L Strang of Survey No 5506 beginning at two Elms and a white Oak thence N 80° E 160 poles. to two beeches and an Ironwood thence S 10° E 62 poles to two beeches and a sugar and a hickory thence S 80° 15. W 160 poles to a beech sugar and Ironwood thence N 10° W 61 poles and five links to the beginning containing sixty one and a half acres more or less. and it is further ordered that said petitioner as soon as he shall have effected said appraisement as aforesaid proceed according to law to sell the real estate in said petition

described and herein above described and upon the following terms to wit, One third of the purchase money in hand One third in one year and the residue in two years. to be secured by mortgage upon the premises or good personal security or both at the option of the petitioner. and it is further ordered that said Horace Philips make return of his proceedings in the premises to the next term of this Court.

Witness John Cassil Clerk of said Court at the Court House this 27th day of August AD 1847

John Cassil Clerk

Where by Circty that the with in named Mathias Collins was sworn by me before making the within as the Law directs August 30th. 1847

William B. Irwin J. P. Seal

Wm B. Irwin ~~and Richard~~ Lee, were duly sworn by me to perform their duties as appraisers as set forth within, before entering on the same Aug. 30th 1847 John Capsil Clerk

Horace Phelps Guardian &c.
vs.
Nancy McIntyre et als.

Return of Appraisers

Horace Phelps
Guardian of the Heirs of
William McIntyre deceased
vs.
Nancy McIntyre, et als

In Union Common Pleas.
Petition to Sell land.

Order of Appraisement
made at August Term, 1847.

In compliance with an order of Appraisement made in this case, by the Court of Common Pleas of Union County Ohio, at the Aug. Term thereof A. D. 1847. by which the undersigned were appointed to appraise the interest of Prudence McIntyre in the land in the Petition and order of appraisement in this case described, being the undivided fourth part thereof; we have viewed said premises, and do appraise the said interest of the said Prudence therein to be worth One Hundred and five Dollars

Given under our hands and seals, this Thirtieth day of August, A. D. 1847.

William B. Irwin (Seal)
Rowland Lee (Seal)
Matthias Collins (Seal)

Appraisers Fees herein,
William B. Irwin $100,00
Rowland Lee $100,00
Matthias Collins $100,00

Horace Phelps, Guardian of the heir of William McIntyre deceased,
vs.
Nancy McIntyre et als.

In Union Common Pleas. Petition to sell land.

In pursuance of an order of appraisement and sale, made in this Cause at the August Term of said Court of Common Pleas of Union County, I did, on the fourth day of October A. D. 1847 at the house of Bocock P. M. sell at public auction the real estate in said petition described, to Robert Gamble, for the sum of Seventy six dollars, that sum being more than two thirds of the appraised value, and he being the highest and best bidder; and I having previously caused said premises to be appraised in pursuance of said order and according to law, and having given notice of said time and place of sale, by advertising the same four weeks successively prior to said day of sale, in the Argus, a newspaper printed in the County of Union. Of the money so bid by said purchaser as afore said One third was paid in hand, and his note with good personal security given for the balance, One third of said purchase money payable in one year & the residue in Two years.

Horace Phelps Guardian of the heirs of William McIntyre deceased, per
Otway Curry his Atty.

April Term 1841

Journal - I - 301 -

Simon Phelps appointed Guardian
For -

Nancy McIntyre	aye -		14
Hannah	"	"	12
Arminadilla	"	"	10
Prudence	"	"	8

Bond given in sum of $400.
with
Ira Phelps and Carl Winchester as sureties

Chancery Case File

Case No. 1842-CH-0035

Chancery Case

1842-CH-0035

located with

Supreme Court Case

1845-SC-0003

No. 42-CH-36

Union Common Pleas Court.

William Woods
Plaintiff,

AGAINST

Thomas Stillings
Defendant.

July 1843,
Dismissed at
Plaintiffs Cost,

Journal 3 Page 161

Record No. 4 Page 223

Ex. Doc. Page

Union Common Pleas:

Wm. W. Woods vs. Thomas Hillings et al. } Bill in Chancery.

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 & security to the defendant in the sum of $720.00 Conditioned according to law.

Rufus G. Strong
Associate
Judge

Filed Nov. 15, 1842.
J. Cattil, Clerk.
Court bill made
Recorded

Cause the Court will decree that the amount of said judgment shall be allowed to your Orator as a part of his compensation for the damages by him sustained in the premises, and that he may be finally relieved from the payment thereof, and that such further damages may be decreed to him as he may have sustained by reason of the premises; and that your Orator may have such other and further relief in the premises as equity and good Conscience may require.

And your Orator further prays that an injunction may be allowed to restrain said Defendants from all further proceedings upon said judgment.

State of Ohio, Union County, ss:

I, William W. Woods, being duly sworn deposed and say that all the matters and things, which are stated in the foregoing Bill, as from my information & belief are true; and that all the matters and things therein stated are true in such manner and form as set forth.

Sworn to and subscribed before me this 15th day of November A.D. 1842.

W. W. Woods

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

William W. Woods of the County aforesaid, by petition represents that in the year 1840 your Orator was in the Mercantile business in said County; That sometime in said year an arrangement was made between your Orator and Alexander Stillings in pursuance of which said Said Stillings was to become a partner with your Orator in said business, and was to furnish, within Three months, the sum of Eight Hundred Dollars, to be used in said partnership business; That within said Three months said Stillings furnished a little more than One Hundred Dollars, which your Orator afterwards repaid except a balance of between fifty and sixty Dollars, for which balance your Orator, at the request of said Alexander Stillings, gave his note of hand to Thomas Stillings. That after the expiration of said Three months said Alexander Stillings refused to furnish said $800,00 and withdrew from said partnership; That in the mean time your Orator had made such dispositions and arrangements for using said $800,00 in his said business, that the final refusal or failure of said Alexander Stillings to furnish said $800,00 resulted in great inconvenience and injury to your Orator in his said business; That said Thomas Stillings had full notice of the premises when said note was received by him as the assignee of said Alexander Stillings; That on the 2d day of March 1842 said Thomas Stillings obtained a judgment before William H. Frank a justice of the peace of Paris Township Union County Ohio, on said note, for the sum of $61.20, for which, together with interest and costs, except $5,00 which has been paid, execution has been issued against your Orator by said William H. Frank, and is now in the Hands of John Hurly a Constable of said Township; And your Orator further represents that he is without remedy at law. Your Orator therefore prays that the said Thomas Stillings and the said Alexander Stillings and the said John Hurly may be made Defendants to this bill, that the Writ of Subpoena may issue against them; That they may be compelled to answer all and singular the premises.

And your Orator further prays that on the final hearing of this

and that the said Alexander Neon had control over the same so as to advance the same for his benefit Complt's benefit or any other person's whatever and having thus fully answered he prays to be dismissed with his costs &c

Thos Stillings by his
Sol Wm C Lawrence

State of Ohio
Union County ss } Personally appeared Thomas Stillings who being duly sworn says that the matters and things stated in the foregoing answer are true in substance and in fact as to his own knowledge

Thomas Stillings

Sworn to and subscribed this 17. 1843 Wm H. Frank JP

Union Com Pleas
Thomas Stillings
vs
Wm N. Woods
Answer

Filed April 17, 1843.
Geo Barth
Clerk.

Recorded

The separate answer of Thomas Stillings to the bill of complaint exhibited against himself and other by Wm W. Woods in the Union Common Pleas

This Deft saving and reserving to himself all right and benefit of exception to the manifold errors mistakes and false charges in said bill contain for answer to said bill or so much thereof as he is advised is material for him to answer in answering says that as to a partnership existing heretofore between the said Compt and Alexander Stillings a like defendant this Deft knows nothing and never did and that so far as he is charged in said bill the story is scarcely told in said Bill of Compt and this Deft here expressly charges that as to Alexander Stillings advancing one dollar or more in said supposed firm this Deft knows nothing and states expressly that the note he this Deft put in suit against the Compt in the Court of Wm H Frank is for the balance of some one hundred and forty or fifty dollars by this Deft loaned to Wm W Woods of his own money Compt, some time in the close of the year 1840 or beginning of the 41. on which payment had been made at sundry times in part up to the 4th of Nov 1841. when the old note was taken up and a new one given to this Deft for the sum of sixty dollars and 30/100 the balance then due this Deft from Compt for said borrowd money.

This Deft further states that he had nothing to do knowingly with any such firm as charged and never gave credit in loaning said money to any firm or person other than Compt and him alone

A

April 22. 1841

I here state that A. Stillings has this day squared all accounts up to this date and I W.M. Woods have have squared all accounts with said Stillings

W.M. Woods

Attest
Thos. B. Stunin

This Deft further states that ~~all~~ every thing between himself and Compt both in relation to said proposition and all other business was and has been settled and closed up and Deft denies that he ever heard a word from the Compt that he Compt had suffered in his business in consequence of any arrangement ever made with this Deft up to the commencement of this suit other than some thing like this that he (Compt) was sorry he had not got him (Deft) into the business as he Compt could have made money out of Deft and Deft having thus fully stated he prays to be dismissed with his costs &c

by Alexander Stillings
by W C Lawrence his sol

State of Illinois Macon County SS Personally appeared A. Stillings who being duly sworn says that the matters and things stated in the foregoing answer are true in substance and fact to the best of his knowledge and belief

A. Stillings

Sworn & Subscribed this 17. April 1843 Wm H. Frank J P

Macon Co Ills

Alex Stillings
ads
Mr Woods

Answer

Filed April 17, 1843.
John Cassil,
Clerk.

Recorded

The separate answer of Alexander Stillings to the Bill of Complaint exhibited against him and others in the Union Com Pleas by Wm H Woods Compt

This Deft now comes and for for answer says that as to said money the collection of which is enjoined by this suit he never advanced the same nor any part thereof in any way whatever nor was it or any part of it his (this Deft) so to advance but belongs to Thos Stillings a like Deft and was by him loaned to Compt with the knowledge of this Deft and without any reference to any firm or partnership whatever and so far from an advance the first 100.$. was so loaned as money to be by the term of loan repaid in one week from the time it was received. and but a short for the other 40. or 50.$. As to a firm or an agreement to go into a partnership by this Deft with Compt there was a proposition on the part of Compt to this Deft to go into partnership but never was accepted by this Deft nor did this Deft ever agree to furnish 800.$ as charged in Compt said bill. And Deft further charges that at the time said proposition was made Compt owed this Deft something near 300.$. which has all been paid ~~since~~ ~~the date~~ as shown by an receipt here with filed and marked A and made a part of this ~~bill~~ answer Deft further charges that when he told Compt that he would not accept said proposition Compt was to all appearance perfectly satisfied therewith and was as well pleased to all appearance as this Deft and further that Compt has suffered nothing in any way for the want of this Deft fulfilling any agreement with Compt so far as he this Deft knows or believes

W. W. Woods
vs
Thos. Stillings et al.

Injunction Bond,

Filed Nov 17th 1848
John Capsil Clerk

Recorded

Know all men by these Presents, That we, William H. Woods, P. B. Cole

are held and firmly bound unto Alexander Stillings, Thomas Stillings and John Hurley, in the sum of one hundred and twenty dollars, to the payment of which we jointly and severally, bind ourselves, our heirs, executors, and administrators. Sealed with our seals, and dated this 16th day of November, A. D. 1842.

The condition of the above obligation is such, that whereas the above named William H. Woods has obtained an allowance of an injunction ~~in the Court of Common~~ by Silas G. Strong, one of the Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained ~~in~~ before William H. Frank, a Justice of the Peace in and for said County, against the said Woods, on the 2d day of March, 1842, for the sum of sixty one dollars and twenty cents, with the interest and costs of suit, until the matter thereof can be heard in equity. — Now if the said William H. Woods shall pay all moneys and costs due, or to become due, from him the said Woods, in said judgment at Law, and all moneys and costs which shall be decreed against the said Woods, in case said injunction shall be dissolved, then this obligation shall be void; otherwise in full force and virtue in Law.

W. H. Woods (Seal)
P B Cole (Seal)
(Seal)

Approved, this 16th day of November, A. D. 1842.

John Caple Clerk

Acknowledge service Nov. 17, 1842.
John Hinley

Union Common Pleas.

William R. Woods
vs.
Thomas Stillings et al.

Injunction allowed and bail given. John Cassil J.
C P C.

Served by copies on Thos Stillings & Alex Stillings Nov. 21st 1842 by acknowledgement on D Hinley
W W Steele Shff

Serv	75
Mile	35
Copies	20
	1.30

Filed Nov 23d 1842
John Cassil Clerk

Recorded

The State of Ohio, Union County, ss:

TO THE SHERIFF OF said COUNTY, GREETING:

We command you that you summon Thomas Stillings, Alexander Stillings, 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 the next term, at 10 o'clock, A.M.

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

William 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~~ John Cassil, Clerk of said Court at the Court house in Marysville, this 16th day of November, A. D. 1842

John Cassil
Clerk.

Chancery Case File

Case No. 1842-CH-0037

No. 42-CH-37

Union Common Pleas Court.

Jeremiah Curl
Plaintiff,

AGAINST

E. Burrell & Co
Defendant.

OCT 1843

Diss.

No Record.

Journal 3 Page 173

Record No. Page

Ex. Doc. Page

J Carl

v

E Burdsell &
Co. & John Hanley

Cost bill made

I allow an injunction to issue in this case upon petitioner giving bond with security in the sum of 100 $

Silas G Strong
Associate
Judge

Filed Nov. 21, 1842.
John Cassil, Clerk

1843

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

"Humbly complaining your orator Jeremiah Curl of the County of Union shewth unto your Honors That on or about the 13th day of January 1842 E. Burdsill & Co. of the County of Hamilton whom your orators prays may be made defendant to this bill recovered judgment against James L Ward before William McFrank a J.P. of Paris Township in said County of Union for the sum of $83.14 debt and 77 costs That your orator by the urgent request of said James L Ward agreed that in consideration that the said James would assign to your orator certain claims against your man as collateral security your orator would become his bail for stay of execution upon said judgt to this the said Ward made positive agreement and your orator thereupon on the day of became said Wards bail as aforesaid upon said Mr McFranks docket.

That your orator was engaged busily and did not call upon said Ward for said claims and assignment until about the 12th of July 1842 When said Ward promptly assigned to your orator claims to the amount of about ninety dollars as collateral security for the payment of said judgment.

Your orator further states that on or about the 18th of July aforesaid said Ward filed his

Petition & Schedules with the Commission in Bankruptcy for the County of Union and had legal assignment made by the Hon'ble District judge of the US for the District of Ohio. That in the Schedule B thereof filed by said Ward he gave the claims so assigned to your Orator as part of his effects.

Your Orator further States that on the 22 day of September 1842 execution issued upon said judgment directed to John Hurly Constable of said Paris township, which was returned by said Constable in due time "No goods found whereon to levy" on Orator here charges that he is informed and believes that said Ward had property not exempt from execution by the Statute of Ohio sufficient to satisfy said judgment but that said Constable did not search therefor because the same was inventoried in said Wards Schedule in Bankruptcy

Your Orator further States that said Ward at the last term of said Dist Court was by decree thereof declared a Bankrupt and has filed a petition for final discharge

~~In tender consideration whereof and in~~

Your Orator further States that on the 4th day of October 1842 ~~upon a certiorari~~ judgment was rendered by said Franks against your Orator as Bail for the stay of said Execution upon said judgment in favor of said E Bardwell & Co

for the sum of Eighty Six dollars and sixty three cents without having filed his claim for discharge in bankruptcy of the United States Court; and that execution has since been issued thereon and is now in the hands of John Burley Constable, whom your orator is about to make by his agent, who is about to proceed to levy upon your orators property.

In tender consideration whereof and in as much as your orator has no remedy at law your orator prays that said Defendant be answer all and singular the matters & things in this bill under the oath and that a writ of injunction issue to restrain & prevent all further proceedings until your orator may be heard in equity — and then that your Honor decree that said Real Property be sold or that said Bondsmen be called upon to pay said judgment or that the claim assigned to your orator be vested in your orator and that the same be appropriated to pay said judgment ~~& your orator will ever pray~~ and your orator will ever pray for such relief as equity will give

Jeremiah Lent

Jeremiah Lent being duly sworn says that the matters & things stated in the above bill as of his own knowledge are true and those stated from the information of others he believes to be true. Jeremiah Lent

Sworn & Subscribed this 21st day of Nov 1842. Geo. F. Strong Associate Judge

Union Common Pleas.

Jeremiah Cud
vs.
E. Burdsill & Co:

Bond.

Filed Nov. 22, 1842.
J. Cassil, Clerk.

Know all Men by these Presents, That we, Jeremiah Curl, and A. C. Jennings,

are held and firmly bound unto E. Burdsill and Co. and John Huley, in the sum of one 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 21st day of November, A. D. 1842.

The condition of the above obligation is such, that whereas the above named Jeremiah Curl has obtained an allowance of an injunction before ~~the Court of Common Pleas~~ Silas G. Strong, one of the Associate Judges of the Court of Common Pleas for the County of Union and State of Ohio, to stay all further proceedings upon a judgment obtained before William H. Frank, a Justice of the Peace for Paris township in said County, by the said E. Burdsill & Co. against the said Jeremiah Curl, on the 4th day of October, 1842, for the sum of eighty six dollars and sixty three cents debt, and ninety cents costs, until the matter thereof can be heard in equity. Now if the said Jeremiah Curl shall pay all moneys and costs due, or to become due, from him the said Jeremiah Curl, in said judgment at law, and all moneys and costs which shall be decreed against the said Jeremiah Curl, in case said injunction shall be dissolved, then this obligation shall be void — otherwise, in full force and virtue in law.

Jeremiah Curl {Seal.}
A. C. Jennings {Seal.}
{Seal.}

Approved, this 21st day of November, A.D. 1842.

John Cassil, Clerk.

Union Com. Pleas.

Jeremiah Burk
vs.
E. Burdsill & Co.

Filed Nov. 21, 1842.
John Castle,
Clerk.

Jeremiah Earl
vs
E Burdsill & leo.
& John Hurley

Infts
Issue Subpoena
"Indorse injunction
allowed and Bond
given"

W John Learned
Clk U C P

A. Hall
Atty
for Petitioner

Union Common Pleas.

Jeremiah Curl
vs.
E. Burdsill & Co.

Injunction allowed and bail given. John Cassil, Clerk.

Served pr Acknowledgmt. on John Hemley & Burdsell & Co. not found. Nov 23d 1842
W W Steele Sheriff.

Serv — 75
Mile — 05
80

Filed Nov 23 1842
John Cassil
Clerk

I acknowledge service, Nov. 23d 1842
John Hemley

The State of Ohio, Union County, ss:

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon E. Burdsill & Co. 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 their next term, at 10 o'clock, A.M.

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

Jeremiah Curl, 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~~ John Cassil, Clerk of said Court at the Court house in Marysville, this 21st day of November, A. D. 1842.

John Cassil, Clerk.

Chancery Case File

Case No. 1842-CH-0038

No. 42-CH-38

Union Common Pleas Court

Benjamin Bigge, Plaintiff,

against

Allen Bigge, Defendant.

JUN TERM. 1853

Decree for Plaintiff

Journal 5 Page 240

Record No. 6 Page 423

Ex. Doc. B Page 816

len Biggs

Cert bill
made
Recd

Union Common pleas.

Benjamin Biggs
vs.
Allen Biggs. et al. } Petition in partition

4

Filed December 29, 1842.
John Cassil
Clerk.

No 1

Copied 120

To the Court of Common Pleas, within and for the County of Wacon, and State of Ohio:

Your petitioner, Benjamin Biggs, of Ohio County, Virginia, represents, that Benjamin Biggs, late of the County of Ohio, in the State of Virginia, deceased, about the year 1824 died seized in fee simple of the following described tract of Land, viz: Situate in the County of Union, in the Virginia Military District, on the Waters of Mill Creek, and bounded and described as follows: Beginning at the North West Corner of Survey No. 4074; Thence S. 11° E. 158 poles to an elm and ash, passing a sassafras and dogwood, at 118 poles; Thence N. 80° E. 150 poles to a hickory; Thence N. 11° W. 158 poles, passing two beeches and a sugar tree at 40 poles, to 3 sugar trees in the original North line of said Survey, and in the South line of Survey No. 4075; Thence S. 80° W. 155 poles to the beginning being 150 acres, more or less, in quantity, and part of said Survey 4074; patented to said Benjamin Biggs deceased.

And your Orator further represents that the said Benjamin Biggs died intestate; and that your Orator is one of the lawful children and heirs of said ~~[illegible]~~ Benjamin Biggs deceased; and, as such, has a legal right to, and is seized in fee simple of the undivided ninth part of the aforesaid premises. — And your Orator further represents, that the said Benjamin Biggs deceased left to survive him his Widow Priscilla Biggs, of the said County of Ohio, Virginia, and also his Children and heirs at Law, as follows, viz: ~~[illegible]~~ Henrietta Biggs (since intermarried with William Irvin,) Washington L. Biggs, Lachen Biggs, George Biggs, John Biggs, all of said Ohio County Virginia,

Allen Biggs, Priscilla M. Biggs, (afterwards intermarried with John A. Beatty,) Julia Ann Biggs, (since intermarried with William Anderson, of Cincinnati, Ohio,) — That since the decease of the said Benjamin Biggs, the said Julianna, Wife of said William Anderson, also deceased intestate, leaving to survive her, her said husband William Anderson of the County of Hamilton, Ohio, (who is entitled to ~~[illegible]~~

the use and occupation of One undivided Ninth part of said premises during his Natural life, subject to said down state, as Tenant by the Courtesy; and also leaving his Children and heirs at law, as follows, to wit: Benjamin B. Anderson, Sarah Ann Anderson since intermarried with William Merritt, of the said County of Hamilton James Anderson, Allen Anderson, Priscilla E. Anderson William W. Anderson, Julianna Anderson, George M. Anderson, and Mary Jane Anderson, to whom the share of the said Julia Ann Anderson descended, in and to said premises, on her death, as her Children and heirs at law. Said Benjamin B. Anderson resides in parts to your orator unknown; and the others of the said children and heirs of the said Julianna Anderson reside in said County of Hamilton, Ohio; — Said heirs of said Julia Ann Anderson are each entitled to and have a legal right to one undivided Ninth part of one undivided Ninth part of said premises, in fee simple, as tenants in common with your petitioner; They taking the same subject to the rights of Dower of the said Widow of said Benjamin Biggs deceased; and subject, also, to the Tenancy by the Courtesy, of the said William Anderson. — That since the decease of the said Benjamin Biggs, the said Priscilla M., wife of the said John A. Beatty, also deceased intestate, leaving to survive her her said husband John A. Beatty, of the County of Guernsey Ohio, who is entitled to the use and occupation of One undivided Ninth part of the said premises during his natural life; (subject to said dower estate,) as Tenant by the Courtesy,) and also leaving to survive her Children and heirs at Law, as follows, viz: Cyrus P. Beatty, and Henrietta P. Beatty, to whom the share of the said Priscilla M. Beatty deceased, of, in, and to said premises descended, at her death, as her heirs at Law; They being each entitled

to and having legal right to one undivided half of one undivided Ninth part of said premises, in fee simple, as Tenants in Common with your Orator; and taking the same subject to the right of Dower of the said widow of said Benjamin Biggs deceased, and subject also to the Tenancy by the Courtesy of the said John P. Beatty. — Said William Anderson and said William Merritt reside in Hamilton County, Ohio, — Said Allen Biggs, and said John P. Beatty, Cyrus P. Beatty and Henrietta P. Beatty reside in Guernsey County, Ohio,

Your Orator prays that said Priscilla Biggs, Widow of said Benjamin Biggs deceased, Allen Biggs, William Irvin, Henretta Irvin (late Biggs) wife of said William Irvin, Washington L. Biggs, Zacheus Biggs, George Biggs, John Biggs, John A. Beatty, Cyrus P. Beatty, Henrietta P. Beatty, William Anderson, William Merritt, Sarah Ann Merritt (late Anderson), Benjamin B. Anderson, Allen Anderson, Priscilla E. Anderson, William W. Anderson Juliana Anderson, George M. Anderson, and Mary Jane Anderson may all be made defendants to this petition; and that a Guardian Ad Litem may be appointed for said James, Allen, Priscilla E. William W. Juliana, George, and Mary Jane, Children of said Julia Ann Anderson deceased, who are minors; and also that a Guardian Ad Litem may be appointed for said Cyrus P. and Henrietta P. Children of said Priscilla M. Beatty deceased who are minors. Your petitioner therefore prays that partition of said premises may be made, and the dower of the said Priscilla Biggs assigned therein; 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 Berry
his Attorney.

Benjamin Biggs
vs.
Allen Biggs et. al.

Proof of publication:

Printers fee - 14.00
Affidavit 2.25
$16.25

Filed April 18 1838
John Capitell Clk

No 2

UNION COMMON PLEAS.

IN CHANCERY.

Benjamin Biggs vs Allen Biggs et al. } Petition for Partition.

Priscilla Biggs (widow of the said Benjamin Biggs, deceased,) Allen Biggs, William Irwin, Henrietta Irwin, (late Biggs,) wife of said William Irwin, Washington L Biggs, Zaccheus Biggs, George Biggs, John Biggs, John A. Beatty, Cyrus P Beatty, Henrietta P Beatty. William Anderson, William Merritt, Sarah Ann Merritt, (late Anderson) Benjamin B Anderson, Allen Anderson, Priscilla E Anderson, William W Anderson Julia Ann Anderson, George M Anderson and Mary Jane Anderson, are hereby notified, that on the 29th day of December 1842, Benjamin Biggs of Ohio county Virginia, filed in the court of Common Pleas of the county of Union and State of Ohio, a petition in Chancery against them, which said petition sets forth in substance as follows: That Benjamin Biggs, late of Ohio county Virginia, died ceased, died seized in fee simple of the following land in Union county Ohio, viz: Beginning at the N w corner of survey no. 4074; thence S 11 deg E 158 pole to an elm and ash, passing a sugar and dogwood at 118 poles; thence N 80 deg E 150 poles to a hickory; thence N 11 deg W 158 poles, passing two beeches and a sugar tree at 40 poles, to 3 sugar trees, in the original north line of said survey, and in the south line of survey No. 4075; thence S 80 W 155 poles to the begining being 150 acres, more or less—that said Biggs died intestate, and that the petitioner Benjamin Biggs is one of his lawful children and heirs, and has a legal right, as such, to one undivided ninth part of said premises; that said Biggs, deceased, left to survive him his widow Priscilla Biggs, of said Ohio county, and also his children and heirs at law, as follows, viz: Henrietta Biggs (since intermarried with William Irvin,) Washington L. Biggs, Zaccheus Biggs, George Biggs, John Biggs, all of said Ohio county; Allen Biggs, Priscilla M. Biggs, [afterwards intermarried with John A. Beatty] Julia Ann Biggs [since intermarried with William Anderson, of Cincinnati, Ohio,]—that said Julia Ann Anderson also died intestate, leaving her husband William Anderson to survive her, who is entitled to the use and occupation of an undivided ninth part of said premises during his natural life, subject to said dower estate, as tenant by the curtesy; and also leaving children and heirs at law, to whom the share of the said Julia Ann descended, said heirs having each a legal right to one undivided ninth part of one undivided ninth part of said premises, as tenants in common with the petitioner Ben. Biggs —and that said Priscilla M. Beatty also died intestate, leaving to survive her, her husband John P. Beatty, who is entitled to the use and occupation of one undivided ninth part of said premises during his natural life, subject to said dower estate, as tenant by the courtesy, and also leaving children and heirs at law, to whom the share of said Priscilla descended, said heirs being each entitled to an undivided half of one undivided ninth part of said premises, as tenants in common with the petitioner.—The said petition prays that said above named persons may be made defendants herein; that a guardian *ad litem* may be appointed for the minor heirs; that partition of said premises may be made, and the dower of said Priscilla Biggs assigned therein, or if the same cannot be done without injury, that such other proceedings may be had as are authorized by law; and that application will be made at the next term of said court for partition of said premises,

By OTWAY CURRY,
Sol. for Petitioner.

Jan. 25, 1843, n37 6w

State of Ohio, Union County ss.

I John Cassil, being duly sworn, depose and say that the annexed Notice of the pendency of the petition for partition, in the case of Benjamin Biggs vs. Allen Biggs et. al. was published in the Union Gazette a newspaper published in said County of Union for more than 40 days preceding the April Term of the Court of Common pleas of the County of Union. A.D. 1843 John Cassil

Sworn to and subscribed before me, the subscriber, a Justice of the peace of Paris Township Union County Ohio, This 18th day of April 1843.

James Dunmore J P

Union Common Pleas

Biggs

vs

Biggs

No 3

Filed July 7th 1843
John Capel
Clerk

I have Executed this writ by the Oaths of the within named Commissioners, whose report is herewith returned.
July 7. 1843
Wm W. Steele Sheriff

Sheriffs { Serv 1.00
Mil — 05
1.05

The State of Ohio, Union County SS.
To The Sheriff of said County, Greeting:

We Command you that without delay, by the oath of Ranson Clark, Michael S. Wood, and Joshua Judy you Cause Priscilla Biggs widow to be endowed of one equal Third part of the following Real Estate, to wit situate in the County of Union, in the Virginia Military district, on the waters of Mill Creek; bounded and discribed as follows: — Beginning at the North west Corner of Survey No 4074; Thence S. 11° E. 158 poles to an elm and ash, passing a sugar and dogwood at 118 poles; Thence N. 80° E. 158 poles to a hickory; Thence N. 11° W. 158 poles, passing two beeches and a sugartree, at 40 poles, to 3 sugartrees in the original North line of said survey, and in the South line of Survey No. 4075; Thence S. 80° W. 155 poles to the beginning, being one hundred and fifty acres more or less, in quantity, and part of said Survey No. 4074 patented to Benjamin Biggs deceased. — And that by the like oaths of Ranson Clark, Michael S. Wood, and Joshua Judy one full and equal ninth part of said Real Estate be set off and assigned to the said petitioner Benjamin Biggs in Severalty, and that you report your proceedings in the premises to this Court forthwith, and have you then there this writ. Witness John Cassil Clerk of the Court of Common Pleas of Union County Ohio, this 6th day of July 1843.

John Cassil Clerk

We the under signed first having been duly sworn by Wm. W. Steele Speriff. have proceeded according to the commands of the writ herewith attached. to lay of the widows Dower. in manner and form as follows to wit. Commencing at the North West corner of ~~Survey~~ No 4074. thence S. 11° E 50 poles thence N 80° E about 150 poles to the E line of said lot thence No 11° W. 50 poles to the N. E. corner of said lot thence South 80° W. to the beginning. upon examination of said lot of Land ~~find that~~ We are of opinion that partition cannot be made without materially lessening the value of said lands. We therefore appraise said land at two dollars and twenty five cents per Acre under the incumberences. Given under our hands and seals this 7th day of July 1843

R. Clark (Seal)
Michael S. Wood (Seal)
Joshua Judy (Seal)

Commissioner fees

M S Wood — $2,00
J. Judy — 1,00
R Clark — 1,00
$4,00

Biggs vs. Biggs } Partition

Answer of Guardian ad litem

Filed July 5th 1843
John Cassidy
Clerk

2

The Answer of James Anderson, Allen Anderson, Priscilla E. Anderson, William W. Anderson Juliana Anderson, George Anderson, Mary Jane Anderson, Cyrus P. Beatty, and Henrietta P. Beatty, infant defendants to the petition of Benjamin Biggs petitioner in partition, by Charles W. B. Allison their Guardian Ad Litem.

And the said James Anderson Allen Anderson, Priscilla E. Anderson, William W. Anderson, Juliana Anderson, George Anderson Mary Jane Anderson, Cyrus P. Beatty, and Henrietta P. Beatty, by their Guardian ad litem Charles W. B. Allison, now Come and ~~defend~~ for answer to the said petition of the said Benjamin Biggs, says that further than is shown by the said petition, they have no knowledge of the matters & things therein set forth.

James Anderson
Allen Anderson
Priscilla E. Anderson
William W. Anderson
Juliana Anderson
George Anderson
Mary Jane Anderson
Cyrus P. Beatty
Henrietta P. Beatty

By Charles W B Allison
their Guardian ad litem.

Biggs } Partition.
vs.
Biggs }

Rept. of Master
touching title

Fees $ 1.00

Filed July 6th 1843
John Cassil
Clerk

105

4

The report of James E. Wilson, Master in Chancery, to whom was referred the Case of Benjamin Biggs vs. Allen Biggs et al. in partition, for the purpose of comparing title, and reporting to the Court whether the said Benjamin Biggs has a legal right to and is seized in fee simple of one undivided ninth part of the premises in said petition mentioned, pursuant to an interlocutory order made by the Court of Common pleas of Union County Ohio, at their April Term A.D. 1843. And the said Master having examined and compared the title to said premises in said petition mentioned, ascertained the facts in relation thereto to be as follows: — That said premises are a part of Virginia Military Survey No. 4074 conveyed to Benjamin Biggs by patent bearing date March 16th 1822 That the said petitioner is one of nine children and legal heirs of said patentee, and has a legal right to and is seized in fee simple of one undivided ninth part of the premises in said petition mentioned.

All which is respectfully submitted

James E. Wilson,
Mast. Com.

July 6th 1843.

Union Com Pleas

Benjamin Biggs
vs
Allen Biggs et al
Order to sell Land

No 6

A.

Offered the property in this case at the Door of the Court House, having previously advertised the same according to law –
March 12. 1844

W W Steele Mr Com
= Cly

Serv 3 5. Mile 5. adv 25
Fr: fee 250 — $3.15

Filed March 12th 1844
John Cassil Clerk

Union Court of Common Pleas July Term 1843

Benjamin Biggs
vs
Allen Biggs et al

In Partition

On motion to the Court by Mr Curry 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 it is 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

The State of Ohio
Union County SS

I John Capsil 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 26th day of January AD 1844

John Capsil Clerk

Rec'd this writ Apl 30. 1844. Offered the property for sale according to law, having complied with the statute in advertising, but made no sale for want of bidders — June 25. 1844.

M. W. Steele Sheriff

Union Com Pleas

Benjamin Biggs

vs

Allen Biggs et al

Order to Sell

A.

Sew	35
Adv	.25
Mil	05
	.65
Prentiss	3.00
	$3.65

Filed June 25. 1844
John Carrel Clerk

No 7

The State of Ohio } I John Capsil Clerk of the Court of
Union County, ss. } Common Pleas within and for
the County of Union & State of Ohio
do hereby certify that the following is truly taken
and copied from the Journal of said Court:

Benjamin Biggs } July Term AD 1843
vs } In Partition
Allen Biggs et al }

On motion to the
Court by Mr Curry, Counsel for the
petitioner, and upon producing the proceedings of
the Sheriff and the report and proceedings of the Com
=missioners, hereinbefore appointed, and the same being
examined; it is ordered that said proceedings and report
report be and the same are hereby approved and confir
=med; 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 it is 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; — And afterwards, to wit;
at the October Term of said Court 1843 this Cause was contin
ued under the former Order, and afterwards to wit
at the April Term of said Court 1844 This Cause
was Continued under the former Order

In testimony whereof I have hereto subscribed
my name and affixed the seal of said
Court this 30th day of April AD 1844

John Capsil Clerk

Union Com. Pleas

Benjamin Biggs

vs

Allen Biggs et al

Order to Sell

Service	$0-35
mileage	20
advertising	25
printers fees	$2-00
	$2,80

Wm M Robinson

Sheriff of Union Co O

Filed May 5th 1845

John Cassil, Clerk

108

Received this writ Nov 15th 1844 — advertised 150 acres of land Nov 4 & 14 and more particularly described in the bill, for sale on the 12th day of March 1845 at the door of the Court House in the County of Union — March the 12th 1845 — offered the above lands for sale and not sold for want of bidders —

Allen & Beatty
Zanesville
Ohio.

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 entrys are truely taken and copied from the Journals of said Court

"Benjamin Biggs" } July Term A.D. 1843
"vs" } In Partition
"Allen Biggs et al's" }

On motion to the Court by Mr Curry Counsel for the petitioner, and "upon producing the proceedings of the Sheriff and the report and proceedings of the Commissioners hereinbefore appointed, and the same being examined; it is ordered that said proceedings and report be and the same are hereby 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 it is 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; — And afterwards, to wit: at the October Term of said Court 1843: This cause was "continued under the former order". And afterwards, to wit: at the April Term of said Court 1844 This cause was "continued under the former order"; — And afterwards to wit at the October Term of said Court A.D. 1844 This cause was "continued under former order

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

John Cassil Clerk

Benjamin Biggs
vs.
Allen Biggs et als

Praecipe for
Order of Sale

Filed April 23 1852
James Turner Clerk

Benjamin Biggs
vs.
Allen Biggs et als

In ~~Chancery~~ Partition

Order of Sale

Upon order of sale to the Sheriff of Union County.

Otway Curry
Atty for Plff

To Clerk of Union Common Pleas
April 23rd 1852

Benj. Biggs
vs
Allen Biggs et al.

In partition
~~Writ~~
Order

Benjamin Biggs
vs.
Allen Biggs et al.

In partition

This cause came on to be heard upon the petition, answer, testimony, exhibits &c. and was argued by Counsel: in consideration whereof, it is ordered that by the oaths of Ransom Clark, Michael S. Wood, and Joshua Judy one full and equal third part of the lands in the said petition described be assigned and set off to the said Priscilla Biggs as her dower estate. And that by the like oaths of the same Ransom Clark, Michael S. Wood and Joshua Judy one full equal third part of the lands in said petition described be set off and assigned to the petitioner Benjamin Biggs in severalty; and that a writ in the nature of a writ of partition issue to the Sheriff of Union County commanding him to cause said dower to be assigned, and said partition to be made accordingly.

Cost bill

Biggs			
Biggs	Clerk.	Jno Bike	
		— Cassie	$12 71
	"	Kirkwood	2 70
	"	Turner	12 00
	Shff	Steele	3 31
		Robinson	3,06
		Snider	1 92
		Malin	17,85
	Comm	N S Wood	2 00
		J Judy	1 00
		R Clark	1,00
	Master in Chy	J E Wilson	5 00
	Printer	J Cassie	33,15
		W Beale	7 35
		G A Cassie	4 40
		C S Hamilton	12 85
			$120,30

Benjamin Biggs
vs.
Allen Biggs, et al,

Praecipe for
Order of Sale

Filed Feby 12 1853
James Turner Clerk

Benjamin Biggs
vs
Allen Biggs, et als } In Chancery.

Issue order of sale in this Case.

Otway Curry
Atty. for Plff.

To the Clerk of
Union Com. Pleas.
Feb. 11th 1853.

Benjamin Biggs
vs.
Allen Biggs, et. al.

Issue an order of sale
to the Master in this Case.
Otway Curry
pl ff's atty.

To the Clerk of
Union Common pleas.

Filed April 19. 1844
John Cassil Clk

Issued April 30th 1844
John Cassil Clk

Biggs
vs.
Biggs et al.

Decree of Sale in partition.

Issue an order of sale to the Sheriff, under the former order of the Court,

Otway Burns
Atty for Pltff

To the Capital Esq
Clk C. P. U. C.

Bigg
vs
Biggs
Order of sale

Service -	$0.35
Mileage -	5
Advertising -	25
	$0.65
Printers fee	3.00
	3.65

Filed Aug 19. 1845
John Carrol Clk

809

Received this writ July 16th 1845 — Advertised the within Described real Estate for sale on the 18th day of August A D 1845 — between the Legal Hours at the door of the Court House in the town of Marysville in Union County, advertised in the argus a paper published in said County — August 18th 1845 — offered the within described real estate at the door of the Court House by public out cry — not sold for want of bidders —

Wm M Robinson Sheriff

The State of Ohio Union County, ss.

John Capsil, Clerk of the Court of Common Pleas within and for the county of Union and State of Ohio do hereby certify that the following entries are truly taken and copied from the journals of said Court, to wit;

July Term A. D. 1843

Benjamin Biggs vs Allen Biggs, et als } In Partition

On motion to the Court by Mr. Curry Counsel for the Petitioner, and upon producing the proceedings of the sheriff and the report and proceedings of the Commissioners heretofore appointed and the same being examined; it is ordered that said proceeding 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 it is ordered that said Estate be sold at public auction by the sheriff of said County of Union, according to the statute in such cases made and provided; And afterwards, to wit: at the October Term of said Court 1843; This Cause was continued under the former order, And afterwards, to wit; at the April Term of said Court 1844, This cause was continued under former Order; And afterwards, to wit; at the October Term of said Court A. D. 1844. This cause was continued under former Order. And afterwards, to wit; at the May Term of said Court A. D. 1845, This cause was continued under former order.

In Testimony whereof I have hereunto set my hand and seal of office this 16th day of July A. D. 1845

John Capsil, Clerk

Union Com. Pleas

Benjamin Biggs
vs
Allen Biggs, et al

Order to Sell

Service - $0.35
Mileage - 5
advertising - 2.50
Printer fee - $0.65
4.50
$5.15

Filed Oct 27. 1845
John Reed Clk

Advertise

Received this writ Sept 18th 1845
Advertised the within described real Estate for sale in the Eaglet a paper published in Union County, for sale on the 22nd day of Oct A D 1845 between the hours of 10 o clock A M - and 4 o clock P M - October A D 1845 - I offered the within described real Estate for sale having previously advertised as the law requires at the door of the Court House in said County by public out cry and not sold for want of bidders

Wm M Robinson Sheriff

The State of Ohio } I John Cagsil 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 entries are truly taken and copied from the journal of said Court, to wit;

Benjamin Biggs } July Term AD 1843
vs } In Partition
Allen Biggs, et als } On Motion to the Court by Mr Curry 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 it is ordered that said Estate be sold at Public Auction by the Sheriff of said County of Union according to the statute in such cases made and provided; And afterwards, to wit; at the October Term of said Court 1843: This cause was continued under the former order; And afterwards, to wit; at the April Term of said Court 1844. This cause was continued under former order; and afterwards, to wit; at the October Term of said Court AD 1844 This cause was continued under Former order. And afterwards, to wit; at the May Term of said Court AD 1845 This cause was continued under former order and afterwards, to wit; at the August Term of said Court this cause was continued under former order

In testimony whereof I have hereunto set my hand and seal of office this 18th day of September AD 1845

John Cagsil Clerk

Union Common Pleas

Benjamin Bigs

vs

Allen Bigs et al

order to sell

No 11

Filed June 14 1852

Lucas Stone Clerk

Received this writ April 23 1852
Had the within described real estate advertised in the Marysville Tribune a newspaper Published and in General circulation in union County ohio for at least thirty days previous to the day of sale afterwards to wit on the 14th day of June AD 1852 At being the day advertised said real estate to be sold between the Legal hours offered the same at the door of the court house in said County at public Auction and Sold said Land to John Cassil for two dollars and seventy five cents per acre he being the highest and Best bidder therefor and it being More than the two thirds of the appraised value there of

$225

June 14 1852

Fees Milage	5	
Sur	35	
Advertising	25	
Printers fee	450	
Poundage	$515	
	$25	$1340

William C Martin Sheriff
and Special Master

The State of Ohio Union County ss
To the Sheriff of said County Greeting
In pursuance of an order of our court of
Common Pleas within and for the county of
Union at the July Term thereof A D 1848 in
a certain petition for partition now pending in
said court wherein Benjamin Biggs is petitioner
and Allen Biggs et als, are defendants, we
command you that with out delay you
proceed to sell at public auction, the lands and
tenements in the said petition described to wit -
The following described Tract of Land. Viz situate in
the County of Union in the Virginia Military District
on the waters of Mill creek and bounded and described
as follows; Begining at the North west corner of
Survey No 4074, thence S 11° E 158 poles to an Elm and
ash passing a sugar & dogwood at 118 poles, thence
N 80° E 150 poles to a hickory, thence N 11° W 158 poles
passing two beeches and a sugar tree at 40 poles to 3
sugar trees in the original north line of said survey
and in the South line of survey No 4075, thence S 80° W
150 poles to the begining being 150 acres more or less
and a part of said survey No 4074 Patented to
Benjamin Biggs Decd And that your proceedings
in the premises you make known to our said court
of common pleas at their next term and have you
then there this writ

Witness James Turner Clerk
of our said court of common
Pleas at Marysville this 23rd day
of April A D 1852
James Turner Clerk

Union Common Pleas

Benjamin Bayless

vs

Allen Bayless et al

Order of Sale

Filed March 21 1853

Lucas Dun Clerk

1012

$2.25

Received this writ February 14 1853
Advertised the within described Real Estate for Sale in the Marysville Journal a newspaper Published and in general circulation in in Union County Ohio; for at Least thirty days previous to the day of Sale, afterwards to wit on the 21st day of March AD 1853 it being the day I advertised said Real Estate to be sold between the Legal hours of ten o'clock AM and four o'clock P.M.; offered said Real Estate At the door of the Court House in said County at Public Auction; and sold said Real Estate to Cyprian Lee for ten dollars per acre he being the first and last Bidder therefor and it being More than the two thirds of the Appraised value therefor

Fees Mileage	5
Levy	35
Advertising	25
Return	25
Poundage	6.00
Printer fee	4.50
	$11.40

William L. Mulvaney Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

In pursuance of an order of our Court of Common Pleas within and for the County of Union at the July Term thereof A.D. 1843, in a certain Petition for Partition now pending in said Court wherein Benjamin Biggs is petitioner and Allen Biggs et als are defendants we command you that without delay you proceed to sell at public auction, the lands and tenements in the said petition described to wit the following described Tract of land viz. Situate in the County of Union in the Virginia Military district on the waters of Mill Creek and bounded and described as follows, Beginning at the North west Corner of Survey No 4074, thence S 10 E 158 poles to an Elm and ash passing a sugar & dogwood at 118 poles, thence N. 80 E 150 poles to a hickory thence N 10 W 158 poles passing two beeches and a sugar tree at 40 poles to 3 sugar trees in the original North line of said Survey and in the South line of Survey No 4075, thence S 80. W 150 poles to the beginning being 150 acres more or less, and a part of said Survey No 4074 Patented to Benjamin Biggs. &c, and that your proceedings in the premises you make known to our said Court of Common Pleas at their next term and have you then there this writ

Witness James Downer Clerk of our said Court of Common Pleas at Marysville this 14th day of February A.D. 1853

James Downer Clerk

Benjamin B Cisson
vs
Allen B Cisson et al

order of sale

Filed June 24 1853
James Dunn Clerk

No 13

Received this writ May 15th 1853
Had the within described Real Estate appraised on the 20th day of May AD 1853 by the oaths of James W Evans James M Welch and Thomas Turner at seven dollars per acre and delivered to the Clerk of the Court from which this writ issued a certified copy of the appraisement: Advertised the within described Real Estate for sale in the Marysville Fortune a newspaper published and in general circulation in union County Ohio for at least thirty days previous to the day of sale: afterwards to wit on the 24 day of June AD 1853 it being the day i advertised said Real Estate to be sold between the Legal hours of ten o clock A M and four o clock P M offered the said Real Estate for sale at Public Auction at the door of the Court House in said county and sold said Real to Lyprian Lee Marion Wason and R Destigner for four dollars and sixty six and two thirds cents per acre they being the Best and Highest ~~and Best~~ Bidders therefor and it being the two thirds of the appraised value therefor

June 24th 1853

Fees Mileage	20
Levy	35
Advertising	2.5
Inquest	1 00
Copy of Appraisement	30
Return	20
Appraisers fee	1 50
Bonds fee	3 50
Poundage	14.00
	$21.30

William A Walker Sheriff

Fees of Sheriff Amos Clerk

Paid at Marysville this 18th day of May AD 1853

The State of Ohio Union County ss
To the Sheriff of said County Greeting
In pursuance of an order of our Court of
Common Pleas within and for the County of
Union at the July Term thereof A.D. 1843 in
a certain petition for partition now
pending in said Court wherein Benjamin
Biggs is petitioner and Allen Biggs et als
are defendants we command you that
without delay you proceed to sell at
Public auction, the lands and tenements
in the said petition described to wit the
following described Tract of land viz Situate
in the County of Union in the Virginia Military
District on the waters of Mill creek and
bounded and described as follows, Beginning
at the North west corner of Survey No 4074
then S 11 E 158 poles to an Elm and ash
passing a Sugar & dogwood at 118 poles
thence N 80. E 150 poles to a hickory, thence
N 11 W 158 poles passing two beeches and
a Sugar tree at 40 poles to 3 Sugar trees in
the original north line of said Survey and
in the south line of Survey No 4075, thence
S 80 W 155 poles to the beginning being 150
acres more or less and a part of said Survey
No 4074, Patented to Benjamin Biggs, &c
and that you have the within described real
Estate Reappraised, and that your proceedings
in the premises you make known to our
said court of Common Pleas at their next
Term and have you then there this writ

Witness James Turner Clerk
of our said Court of Common

No 14

Filed June 24 1853
James Lunn Clerk

SHERIFF'S SALE.

BENJAMIN BIGGS vs. ALLEN BIGGS, et al.

BY VIRTUE OF AN ORDER OF sale to me directed from the court of common pleas of Union county, and State of Ohio, I shall offer for sale at the door of the court house in said county, on the 24th day of June, A.D. 1853, between the legal hours of 10 o'clock A.M. and 4 o'clock P.M. the following described real estate situate in the county of Union, and State of Ohio, in the Virginia military district, on the waters of Millercreek, and bounded and described as follows: Beginning at the northwest corner of survey number 4,074; thence south 11, east 158 poles to an elm and ash, passing a sugar and dogwood at 118 poles; thence north 80, east 150 poles to a hickory; thence north 11, west 158 poles, passing two beeches and a sugar tree at 40 poles, to three sugar trees in the original north line of said survey, and in the south line of survey number 4,075; thence south 86, west 155 poles, to the beginning; being one hundred and fifty acres, more or less, and a part of said survey number 4,074, patented to Benjamin Biggs, dec'd. Appraised at seven dollars per acre.

WILLIAM C. MALIN, Sheriff.

May 25, 1853:-5w-pf $3,50.

B. Biggs vs A. Biggs

I swear that the annexed notice was published in the Marysville Tribune, weekly for five consecutive weeks next prior to the 24 day of June 1853.

R. L. Hamilton

Sworn to and subscribed in open Court this 24th day of June 1850

James Lynn Clerk

Filed June 19 1852
James Lyons Clerk

MASTER'S SALE.

Benjamin Biggs, vs Allen Biggs et al } By virtue of a decretal order to me directed from the court of common pleas of the county of Union and State of Ohio, I will offer for sale at the door of the court house in said county on the 14th day of June, A. D. 1852, between the legal hours of ten o'clock A. M. and four o'clock P. M. the following described tract of land, viz: Situate in the county of Union, in the Virginia Military District on the waters of Mill Creek, and bounded and described as follows: Beginning at the north west corner of survey No. 4074, thence s 11 e 158 poles to an elm and ash passing a sugar and dog wood at 118 poles, thence n 80 e 150 poles to a hickory, thence n 11 w 158 poles passing two beeches and a sugar tree at 40 poles, to three sugar trees in the original north line of said survey and in the south line of survey No. 4075, thence s 80 w 155 poles to the beginning, being 150 acres more or less, and a part of said survey No. 4074 patented to Benjamin Biggs, deceased. Appraised at $2,25 per acre.

W. C. MALIN, *Sheriff* and Special Master.

May 4, '52. (p/$4,50) n34w5.

I, Joseph Cassil, one of the printers and publishers of The Marysville Tribune a weekly newspaper published in and of general circulation in the County of Union and State of Ohio, do make solemn oath that the notice of which the annexed is a full and true copy was published in said newspaper for more than thirty days prior to the 14th day of June AD 1852

Joseph Cassil

Sworn to and subscribed before me this 14th of June AD 1852 James Irwin Clerk

Chancery Case

1843-CH-0001

located with

District Court Case

1852-DC-0002

Chancery Case File

Case No. 1843-CH-0002

No. 43-CH-2

Union Common Pleas Court.

Michael Everett, Plaintiff,

AGAINST

John Thomas et al, Defendant.

JUN TERM. 1852

DECREE FOR PLAINTF

Journal 5 Page 115

Record No. 6 Page 219

Ex. Doc. a Page 183

Michael Everett
vs
John Thomas et als

Bill in Chancery

Filed January 13, 1843.
John Cassil,
Clk.

R

By Allison & Hall his
Solrs

Michael Everell

vs

John Thomas Abel H Thomas
Nicholas Beal & William Beal

Issue a Subpoena
returnable next term

Allison & Hall
Attys for
Petitioners

To the Clerk of
[illegible]

1.R

To the Honorable the judges of the Court of Common Pleas in and for the County of Union in chancery sitting.

Humbly complaining your Orator Michael Everett of the City of Philadelphia in the State of Pennsylvania represents and states to the Court that on or about the 8th day of November A.D. 1842. he recovered judement upon the law side of this Court against John Thomas and Abel H Thomas (by the name of Abel Thomas) late partners under the name and firm of J & A. Thomas whom your Orator prays may be made defendants to this bill, for the sum of $1000. Debt. $91.68 damages and $7.41 costs, upon a note drawn by the said defendants to your petitioner and due.

That the said defendants were then and there also indebted to your petitioner in other large sums of money to wit. One thousand and six hundred dollars. due by notes for goods sold by petitioner to said defendants, And the sum of one hundred dollars money paid by petitioner to Joel Evans & Co at their request.

Your petitioner further states that he has sued out of the Clerks office of said Court of Common Pleas a writ of execution (commonly called a Fieri facias) directed to the Sheriff of said county, which has been returned by said Sheriff "No goods or chattels, lands or tenements found whereon to levy" Your Orator here expressly charges, that said defendants have no goods or chattels lands or tenements so situated as to be within reach of process from the law side of this Court.

Your Orator further charges, that the said defendants conspiring to injure and defraud your petitioner, and prevent him from obtaining or collecting his said dues, have associated with them Nicolas Beal, William Beal and other persons known to your Orator whom your Orator prays may be

also made defendants to this bill, all of whom have combined fraudulently to prevent the collection of your Orators said judement notes and other sums of money due from said J & A. Thomas to petitioner. To this end your Orator charges that the said John Thomas possessed heretofore a complete equity in two hundred acres of land part of survey No 3238 Virginia Military Land lying in Union County, Ohio. One hundred ~~dollars~~ acres bounded as follows.- beginning at the N. E. corner of said survey running westwardly with the line of said survey 200 poles thence southerly parallel with the east line of said survey. so far ~~and~~ and no farther than a line drawn parallel with the north line 200 poles in length will inclose one hundred acres. The other bounded as follows.- beginning at the S. E. corner of said survey thence north 224 poles thence westwardly parallel with the south line of said survey so far that a line drawn parallel with the east line of said survey 224 poles in length. will inclose one hundred acres. That the above described tracts of land was purchased by title bond by said John Thomas of George W Barkley and full payment made therefor by said John Thomas. and has since been deeded by said Barkley directly to Nicolas Beal- under some fraudulent contract between said John Thomas and Nicolas Beal. Your Orator further charges that said John Thomas had an equitable interest by title bond in In lots Nos 10. 17. 18. 46. 47, with all and singular the privileges and appurtenances thereunto belonging situated in the town of Summersville, Union County Ohio.- having purchased the same of James B Smith and John Johnson by title bond and made full payment therefor- and for the 3 first named lots viz. No's 10. 17. 18 a deed had been executed but was returned and a deed made for said 4 lots

together with No's 46 & 47. directly to said William Beal under some fraudulent contract between said John Thomas and said William Beal, so that the legal title should not pass into said John Thomas.

Your Orator further charges that said John Thomas is in truth and fact the owner of In Lots Nos 1. 4. 5. 8. 13. 14. 15. 16 in the town of Summersville in the County of Union, Ohio, with all the privileges and improvements thereon or belonging thereto, but by the aforesaid combination between the said Nicolas Beal, William Beal & John Thomas the legal title thereto has been passed and now is in the name of the said William Beal who is the son of the said Nicolas Beal and son-in-law of said John Thomas.

(Your Orator further charges that the said lots have been purchased with the proceeds realized by the said John Thomas from the sale of the goods purchased of your petitioners and by a mutual understanding was thus deeded by said Nicolas Beal to said Wm Beal to prevent your petitioners from obtaining payment of his said dues.)

Your Orator further charges that said John Thomas is also the owner of other five acres of land - part of survey No 3468 Virginia Military land in said Union County adjoining William Kirk's land beginning at the N. E. corner of said Kirk's land running westwardly along his line to the N. W corner of said Kirk's land thence southerly on a parallel with said Kirk's East line so far that a parallel line drawn the same length and course of a line running from said Kirk's N.W. corner to his S. East corner will inclose five acres which has also fraudulently been conveyed and deeded to said William Beal, to prevent your petitioner reaching it by process

from the law side of this court.

Your Orator further charges that the said John Thomas is in truth and equity the owner of a contract or title bond executed by said Nicolas Beal to said William Beal for nine and one half acres of land, part of survey No 3468 Virginia Military land, lying on the South West side of the said town of Summersville and adjoining said town and bounded on the West by Bokes creek being the same land contracted by James R Smith to be deeded to Nicolas Beal in consideration of an other piece or parcel of land to be deeded by said Nicolas Beal to said Smith.)

Your petitioner therefore prays that in tender consideration whereof and in as much as your Orator has no remedy by the strict rules of law, - the said John Thomas, Nicolas Beal, and William Beal May A bel H N Thom be compelled under their solemn oaths or affirmations to answer all and singular the matters and things contained in this bill, as specifically as though the same were here put by specific interogatories.

That the said John Thomas and Nicolas Beal answer whether the said John did not sell by conditional and uncertain contract two hundred acres of land, part of survey No 3238 Virginia Military land, (and described above in this bill,) purchased by the said John of George W Barley, whether he did not pay said Barley in full therefor, and if so, how said land is described and bounded - Whether the sale from said John to said Nicolas was not intended to prevent the same from becoming subject to execution for the said Johns debts.

That the said John Thomas and William Beal answer

Whether said John Thomas did not purchase In Lots No. 10. 17. 18. 46. & 47. in the town of Summersville, Union County Ohio, with all the appurtenances and pay therefor

in full and cause the same to be deeded by said James R Smith and John Johnson to said William Beal (his son-in-law) without any consideration and for no other purpose than to place the same beyond the reach of his creditors.)

That the said John Thomas, Nicolas Beal, and William Beal severally answer whether John Thomas did not purchase and pay for In Lots Nos 1. 4. 5. 8. 13. 14. 15 and 16 in said town of Summersville, Union County, Ohio, with all appurtenances and whether the same were not also deeded by said Nicalas to said William for the purpose of placing them beyond the reach of the said John Thomas's creditors and for no other consideration.

And that they answer further whether the above described five acres of land joining William Kirk's land was not also the property of John Thomas and so fraudulently deeded to said William Beal.

And that they further disclose the true ownership of the equity in nine and one half acres of land lying between Bokes Creek and Summersville as above, how the same was traded what consideration &c all of which is charged in this bill. And on final hearing of this bill your petitioner prays that by decree of this court the transfer of said property may be declared fraudulent and void and that the same may be sold to satisfy your petitioner's said judement and the entire amount due from said J & A Thomas to your petitioner and such other and full relief as equity and good conscience may require.

By Allison & Hall his solicitors

Oct 30th 1845. By leave of Court entered at their Oct Term 1845. the complainant amends the within Bill and prays that James R Smith be made a defendant to this Bill. and that he answer ~~what~~ and state whether the title to the within described 9½ acres of land in Survey No. 3468 is in him, and if so what interest he holds in the same, and that on the hearing the Court may make such decree in reffence thereto as to them may seem equitable

C M B Allison Atty for Compt

The above amendment filed Oct 30th 1845

John Cassil Clerk

Union Com Pleas

Michael Everett
vs
John Thomas et al

copy of Appraisement

Filed May 24. 1851
James Kirkade pr Clerk

Michael Everett
vs
John Thomas et al

We the under signed having been called upon by William C Malin Sheriff of Union County Ohio to Appraise the following described premises to wit In Lots No 14 & 15 in the Town of Sammersville in said County

After having been duly sworn by said William C Malin Sheriff and up on actual view of said premises we do Appraise Lot No 14 at 15 fifteen dollars and No 15 at sixty dollars Given under hand and seal this the 22nd day of May AD 1851

Washington G Davis (Seal)
David Wood Jr (Seal)
William his + mark Gerrington (Seal)

Appraisers Fee $1.50

Alest Washington G Davis

the State of Ohio union County Ss

Personally Appeared before me William C Malin Sheriff of Union County Ohio the above named Washington G Davis David Wood Jr and William Gerrington and made solemn oath to discharge the duties of Appraisers of the above described real estate impartially according to Law and the best of their abilities given under my hand and seal this the 22nd day of May AD 1851

William C Malin Sheriff (Seal)

I certify the above to be a true copy of the original writ

William C Malin Sheriff

ready to convey the said 9 acres according to his said article of agreement, when ever he receives a title for the 21 acres which was taken by him in exchange

James R Smith

In Union Com Plas

J. R. Smith
vs
Michael Everetts

Answer

Filed April 10th 1846
John Loafs Jr, Clerk

The separate answer of James R. Smith, who was made a defendant at the October Term of this Court 1845 to Bill in Chancery filed in the Court of Common Pleas for Union County by Michael Everett against John Thomas et als.

This defendant now comes and for answer to so much of said Bill as he is advised it is material for him to answer unto, answering says, that the title to the piece of land described in Complainants Bill, as containing nine acres and some rods adjoining the town of Summersville on the west is in respondent. That some time about the last of 1842 respondent entered into an article of agreement, with Nicholas Beal, one of the original defendants to said Bill, but now deceased, to exchange the said piece of land for an other piece containing twenty one acres in Survey No. in which said N. Beal had an equity, but the legal title to which was in the State of Ohio, respondent ~~agreed~~ found himself in said article ~~and~~ to convey the said 9 acre tract to said Beal, upon said Beal's making a conveyance to him for the 21 acre tract, That possession was passed, but respondent states that the said Beal, never conveyed to respondent the 21 acre piece, nor have his ~~legal~~ representatives since his death. That the title to the said 21 acres is still in the State of Ohio. That full payment has never been made to the State, for said land together with a larger tract of which said 21 acres is a part, That the proportion due the State on said 21 acres is about ten or twelve dollars, and respondent states that he is still willing and

Union Common Pleas

Michael Everett
vs
John Thomas et al

Sub in Chancery

Served by Certified Copy on Saml Kirk & Elizabeth Kirk, H. Beal. June 26. & by Certified Copy on the rest. except Rachael Beal & Sharpless Beal June 27. 1843.

W. W. Steele Sheff

Filed June 29th 1843
John Cass Clerk

Serv 2.15
Mil .75
Copies 1.00
3.90

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Samuel Kirk & Elizabeth Kirk, Robert Barkdull & Prudence Barkdull, Jeremiah Beal, Hiram Beal, Charles Beal, Isaiah Beal, Curtis Beal and Rachel Beal

to appear before the Judges of our Court of Common Pleas, at the Court House, on the fifth day of July next ensuing, to answer a petition in Chancery, exhibited against them by Michael Everet

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 20th day of June A. D, 1843

John Cassil Clerk of Com. Pleas.

Union Common Pleas

Michael Everett
vs
John Thomas et al

Order for sale & readjustment

Filed July 1, 1857
D. Minnich Jr clerk

Recd May 23 1857
a Aug 19 1857

Jan 2, 1857.

C. M. B. Allison, Esqr
Atty for Plff

Recieved this writ May 19th 1857
had the within described Real estate appraised on the 22nd day of May AD 1857 by the within
of Washington Dains David Wood Sr and William Harrington
Lot No (14) fourteen at fifteen dollars and Lot No (15) fifteen
at fifty dollars, filed a copy of said appraisment with the clerk
of the court from which this writ issued, had the same
advertised by publication in the Marysville Tribune a news-
Paper published and in general circulation in union
County Ohio, for at least thirty days previous to the day
of sale, Afterwards to wit, on the 30th day of June AD 1857
it being the day i advertised the same to be sold, between
the legal hours of ten oclock A.M. and four oclock P.M.,
of said day offered the said real estate for sale by public
out cry, at the door of the court house in said County
and not sold for want of Bidders
July 1st 1857

Fees Mileage	1.50
Levis	35
Inquest	1.00
Copy Approm	25
Advertising	25
Appraisers Fee	1.50
Prin Fee	3.00
	$7.85

William C. Martin Sheriff and
Special Master

The State of Ohio Union County ss

To the Sheriff of said County; Special Master &c.

Greeting:

Whereas at the May Term of the Court of Common Pleas, Continued and held for said County on the 8th day of May A.D. 1847. in a certain Cause in Chancery therein pending wherein Michael Everett, Complainant and John Thomas William Beal et als defendants. the Court Ordered and decreed that you expose to Sale the premises in the Bill described, as follows ~~to wit~~ (which remain unsold), to wit: the lots in the Town of Summerville in said County, Nos 14 and 15. and that you have the same reappraised, to satisfy the said Complainant in the sum of thirteen hundred and seventy nine dollars and fifty cents with interest from the said 8th day of May A.D. 1847 until paid, together with the Costs of Suit at Law taxed at $ and also the further sum of $ the Costs on said decree, and the accruing Costs. And make report of your proceedings herein to the next term of said Court.

Witness James Kirkpatrick Jr clerk of said Court at Marysville this 19th day of May A.D. 1857.

James Kirkpatrick Jr clerk.

Union Common Pleas

Michael Everett

vs

John Thomas et als

Order for sale

R

Judg 3.1847 $157.71
Sept 17. 1848 203 61

File April 6 1852
James Dunn Clerk

C W B Allen
atty for Pltff

Received this writ March 1st 1852

Had the within described Real Estate Advertised in the Marysville Tribune a News paper Published and in Genene circulation in Union County Ohio for at Less thirty days previous to the day of sale, Afterwards to wit on the fifth day of April AD 1852 it being the day i advertised said ~~said~~ real Estate to be sold between the Legal Hours of twelve and four o'clock offered the same at the Door of the Court house in said County at Public auction and Sold Lot No 14 to Levy B Munsone for ten dollars He being the Nest and Best Bidder therefor and it Being the two thirds of the appraised value and Sold Lot No 15 to Levy B Munsone for forty dollars He being the Nest and Best Bidder therefor and it Being two thirds of the Appraised value

Fees Milage	5
Serv	35
Advertising	25
Printers Fee	3 00
Poundage	1 20
	$4.85

William C Mulin Sheriff and Special Master

The State of Ohio Union County ss
To the Sheriff of said County Special Master &c
Greeting

Whereas at the May Term of the Court of Common Pleas, Continued and held for said County on the 8th day of May A.D. 1847. in a certain Cause in Chancery therein pending wherein Michael Everett, Complainant and John Thomas William Beal et al defendants the Court Ordered and decreed that you expose to sale the premises in the Bill described as follows which remain unsold, to wit. In lots in the Town of Summersville in said County Nos. 14 and 15, ~~and that you have the same~~ to satisfy the said Complainant in the sum of thirteen hundred and seventy nine dollars and fifty cents with interest from the said 8th day of May A.D. 1847 until paid, together with the costs of suit at Law taxed at $ and also the further sum of $ the costs on said decree, and the accruing costs and make report of your proceedings herein to the next term of said Court

Witness James Lowner clerk of said Court at Marysville this 1st day of March A.D. 1852

James Lowner Clerk

Mon Com Pleas

John Thomas
ads
Michael Everitt
ans

Filed Oct. 16th 1843
John Capsil
Clerk

R

The separate answer of John Thomas to the Bill of complaint exhibited against himself and others by Michael Everett. 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 existence of the Judgment charged in complaints bill but cannot say so with reference to the 1600$. The petitioner held a note for something over 1200$. but the case is this so far as this deft now recollects or believes as to the notes. The first on which the Judgment was rendered was secured by a mortgage on the first 100 acres mentioned in complainants' bill executed by this defendant to the complainant and accompanied by a note of hand of even date for the same amount on which a deed could be obtained on demand. both of which said notes were for the same sum and still are in the possession and control of Compt. The second note is liable to a deduction for pork received by Compt of Deft and of the proceeds of the same the sum whatever it was was paid to Evans & Co. That as to the issuing and return of an execution before the commencement of this case this deft knows nothing. That the land or two hundred acres mentioned were sold by this deft to Nicholas Beal in August 1841 and when this deft considered himself abundantly able to pay all his debts and live comfortably. That the said Nicholas knew nothing else and paid this deft in fact. As will 800$. That subsequently this deft purposely purchased 100 acres back again to secure the Compt as above hoping to make something in the turn but all in good faith, lots No 10 deft bot of ~~Thomas Price~~ Morgan 46 & 47 of Brisbane ~~but before the last purchase and before the sale to Nicholas by this deft~~ 10, 17 & 18 had been deeded to this deft by Smith & Johnson. That subsequently thereto and before a deed was had for 46 & 47 the whole became the property of William Beal by purchase of Nicholas and it was for convenience and not fraud that that the deed for

the three lots was given up to Johnson & Smith and they passed the whole to Wm Beal in one deed and for the whole of these Nicholas paid this deft fully & Honestly & with these lots going to Wm this deft had nothing to do and as this deft believes Wm was the owner of said lots long before he became the son in Law of this deft by valid contract

With in lots Nos 1, 4, 5, 8, 13, 14, 15, & 16 this deft never had any thing to do nor had he ever any claim on them or either of them nor were any of them purchased with the proceeds of the stock in a Jangard from Nicholas at the time Wm Beal got the lots this deft got the goods as charged, nor was there ever any change made on one or more of them in the title to prevent Compt or any other creditor from reaching them for the payment of any debt of this deft

This deft positively denies ever having any right to or claim on the two lots of 5 acres and nine & 1/2 acres described in said bill, legal, equitable, or otherwise

This deft further says that the 100 acres mortgaged to Compt by this deft it has always been at the service of Compt if he chose and is specifically described by the deed therefor from Bayley to deft on record

This deft once for all denies all fraud or combination wherewith he stands charged and says that he made no contract but what was bona fide in its intention and pure in its motive without any intention or desire of defrauding any of his creditors or even of delaying them in the collection of their just debts

And having thus fully answered he prays to be dismissed with his costs by

Wm Clarence his Sol

The State of Ohio Union Co ss

Personally appeared John Thomas who being duly sworn says that the matters and things set forth in the foregoing answer as upon the information of others he believes to be true and upon his own knowledge he believes to be true in substance and in fact

John Thomas

Sworn to and subscribed this 14th day of Oct 1843

James Turner JP

State of Ohio
Union County ss

Personally appeared John Thomas who being duly sworn says that the matters and things stated in the foregoing amended answer are true in substance and in fact as he verily believes

John Thomas

Sworn to and subscribed this 12th day of Oct 1844

John Cassil Clerk
per J M Williamson Dep

Rec'd of Nicholas Beal Two hundred and
Seventy four Dollars and Ninty five Cents
on an Article that James R Smith
holds Rec'd by me Decem 24th 1842
John Thomas

Received this writ August 11th 1848. In obidience to the within command I advertised the within described real estate for sale by publication in the Argus A Newspaper published and in general circulation in Union County, Ohio, for at least thirty days previous to the day of sale. I afterwards, to wit: on the 19th day of September A.D. 1848 between the legal hours of ten O. Clock A.M. and four O.clock P.M. offered the same for sale by public outcry at the door of the Court House in said County and sold Lots Nos 17 & 18 to Charles Bennet for the sum of ($125.00) One hundred and twenty five dollars he being the highest and best bid = der therefor and that being more than two thirds the appraised value thereof. Also sold to William D.W. Mitchell Lot No 8 for the sum of ($78.67) seventy eight dollars and sixty seven cents, he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof. Lots Nos 14 & 15 not sold for want of bidders.

Philip Snider Sheriff

Union Com. Pleas

Michael Everett
vs
John Thomas et al

Order of Sale

Rec Aug 3, 1847 $157.67

Fees = mileage — 5
service — 35
advertising — 2.5
Boundage — 4.07
Pr fee — 2.00
Philip Snider Sheriff

Filed Sept 24 1848
Thos Grant Clk

The State of Ohio Union County Ss.

To the Sheriff of said County

Special Master &c Greeting;

Whereas at the May Term of the Court of Common Pleas Continued and held for said County on the 8th Day of May A.D. 1847, in a certain Cause in Chancery therein pending wherein Micheal Everett, Complainant and John Thomas, William Beal et. als. Defendants, the Court Ordered and decreed that you Expose to Sale the premise in the Bill Described as follows to wit, In Lots in the town of Summerville in said County, Nos 17-18-8-14 and 15 to Satisfy the said complainant in the Sum of Thirteen Hundred And Seventy nine Dollars and fifty cents, with interest from the said 8th Day of May A.D. 1847, until paid together with the Costs of suit at law taxed at $
and also the further Sum of $
the Costs on said Decree, and the Accruing Costs; And make report of your proceedings herein to the next Term of said Court.

Witness John Cassil Clerk of said Court at the Court House in Marysville this 11th Day of August A.D. 1848

John Cassil Clerk

Filed May 19. 1857
S Kirkpatrick Jr clerk

Michael Everett } Order of Sale
John Thomas et al } Issue an order
of Sale and
reappraisement in above
case for property remaining
unsold May 19th 1857
To Jas Kinkade Jr Clerk
of Union Com Plea.

Sold 17 & 18. 8 } 14 & 15 not sold

State of Ohio
Union County SS

Personally appeared Wm Beal who being duly sworn says that the matters and things stated in the foregoing answer are true in substance and in fact as he verily believes

William Beal

Sworn to and subscribed this 12th day of Oct. 1844.

John Cassil Clerk
By J. M. Wilkinson Dep'y

Union Co Ohio
Wm Beal
ADOS
Michael Everett

Filed Oct. 16th 1845
John Cassil
Clerk

The Separate Answer of Wm Beal Deft to a Bill of Complaint exhibited against himself and others by Michael Everett

This Deft now comes and for answer to said bill says that as to the liabilities of the said John Thomas to the Compt this Deft can not speak as to the truth or untruth thereof but says that when he Nicholas purchased Lots No 10, 17, 18, 46 & 47. of ~~Nicholas~~ John Thomas ~~Beal~~, he knew nothing of the indebtedness of said John to Compt even by report and that he was not then son in law as now but that he Deft purchased by fair sale of Nicholas the aforesaid lots some year before the deed was made Nor had he any knowledge or desire of impeding the the collection of the debt of the said Compt or other creditors of the said John Nor has he ever heard believed or understood that Nicholas ever had any property of the said Thomas but upon a fair equivalent being paid by the said Nicholas to the said John therefor Honestly & Fairly without fraud or the intention thereof and for himself he positively denies all fraud or combination wherewith he stand charged in every particular. As to the 5 acre lot and 9½ acre lot this Deft never knew of any claim the said John had on them nor does he believe he ever had any and this Deft says the same of lots No 1, 4, 5, 8, 13, 15, 14 & 16 And having thus fully answered he prays to be discharged with his costs by

Wm C Lawrence his Solr

State of Ohio Union County ss Personally appear Wm Beal who being duly sworn says that the matters and things set forth in the foregoing answer on the information of others he believes to be true and on his own knowledge to be true in substance and in fact

William Beal

Sworn and subscribed before me this 14th day of Oct 1843

James Lemmer J P

The joint answer of Jeremiah Beal Hiram Beal Samuel Kirk and Elizabeth his wife. Robert Barkdull and Prudence his wife to a bill in chancery exhibited by Michael Everet against the defendants and John Thomas & Abel Thomas saving to themselves all exceptions to the said bill & answer thereto nevertheless. say that they the said defendants are some of the heirs of the said Nicholas Beal dec. as charged in the bill that they have no information in relation to the claims and demands of the complainant against the said John or Abel Thomas or both except from some recent reports upon which these defendants cannot put any reliance for the truth. these defendants deny all charges against the said Nicholas Beal dec. as to all and any fraudulent combinations with which the said Nicholas Beal stands charged. and as to the said Nicholas having associated or confederated with the said John Thomas or Abel Thomas for the purpose of preventing the said complainant from collecting his claims or debts from the said Thomases or either of them

these defendants disclaim all claim or title to any of the said tracts of land or Town lots mentioned in the said bill except one hundred acres of land, taxt. part of survey No. 3238 beginning at a dog wood white ash and Iron wood in south line of said survey marked for a corner running with said line North 82 West 82½ poles to 2 Beech & Elm trees thence North 8 East 194 poles to 2 ash and Elm tree thence south 82 East 82½ poles to a sugar & 2 Beech

trees, thence south 8 West 194 poles to the place of begining - which one hundred acres the said Nicholas Beal in his life time had purchased the equitable interest of the said John Thomas before the filing of the said bill against the said Nicholas and which purchase was made in good faith and for the sum of four hundred dollars paid by the said Nicholas Beal for the same land and which land was on the 24th day of December 1842 duly converyed to the said Nicholas Beal in fee-simple in his life time by George W Baxley -

These defendants are unacquainted and ignorant with the other facts & circumstances charged in the said bill - and call on the complainet for full proof thereof - and having fully answered pray to be dismissed with their costs &c

J W Powell Deft Solr

Union County ss The said Jeremiah Beal Hiram Beal Samuel Kirk & Elizabeth his wife and Robert Barkdull & Prudence his wife being duly sworn upon their oaths say that the matters and things stated and set forth in the above answer as of their own knowledge are true and so far as of the information of others they verely believe the ~~sam~~ same to be true and further say nat

Jeremiah Beal
Hiram Beal
Samuel G Kirk
Elisabeth Kirk
Robert Barkdull
Prudence his mark Barkdull

Sworn to and subscribed before me this 2nd day of September 1843

James R Smith Associate Judge

In Union Com. Pleas

Michael Everett
vs
John Thomas et als

Replication

P

Filed Nov 10. 1843
John Castle Clerk

Allison & Hall

Michael Everett
vs
John Thomas
William Beal et als

In Chancery

And the said Michael Everett, 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 answers of the said defendants, contrary thereto, are untrue; and this he is ready to make appear, as by this ~~shall~~ Court shall be directed.

By Allison & Hall, his Solr

The depositions are excepted to in "toto. Cuilo" page 1
1 the conversations of N. Beal is incompetent.
2 Common fame is a new and dangerous species of evidence also incompetent.
Copies of Wm Beal are incompetent.
3rd the whole examination is too loose, and unsatisfactory.

Depositions of witnesses taken in a cause in Chancery pending in the Court of Common Pleas in and for the County of Union, and State of Ohio, wherein Michael Everett is complainant and John Thomas, Abel H Thomas, William Beal et als. are defendants, and for said complainant, in pursuance of the notice hereto attached, and at the time and place therein mentioned. Present C W B Allison Attorney for complainant and John Thomas one of the defendants.

Jeremiah Beal, of the county of Union, Ohio, of lawful age, being first duly sworn by me, as hereafter certified, deposes as follows.

Question. When did defendant William Beal become the son in law of John Thomas? How old was he at that time? & was he the owner of any property.

Answer. William Beal became John Thomas's son-in-law same time in August 1842 and he was not twenty one years of age but thinks he would be twenty one same time in September following his marriage. he owned a horse saddle and bridle no other property to my knowledge excepting his clothing

No 1

Question. Are you a brother to Wm Beal? if so are you older or younger than him? and where did William reside until the time of his marriage?

Answer I am a brother of Wm Beal and am older than him he resided at home with his father untill his marriage and I am about ten years older than William.

No 1

Question. Do you know any thing about the purchase by William of the property mentioned in complainants Bill or any part of it? if so

state all you know upon the subject -
Answer same time late in the fall or
forepart of Winter of 1842 my father Nicholas
Beal sold to William Beal and John Thomas
one half of the stock of a tanyard he owned
in Summersville my father at that time
was owen John Thomas and a part was paid
in that way and the ballance was notes
of hand on other persons payable to John
Thomas or I & A. H. Thomas and some few
months thereafter I heard my father state that
he had sold the ballance of the Tanyard
and all the other property he held in Town
to William Beal & John Thomas and he
received in payment for the same one hundred
acres of land laying in the S E Corner of survey
No 3238 in the name of Baxley & Marzymand
which said 100 acres of land was sold to
John Thomas by George W Baxley and
valued by Beal & Thomas at four hundred
and the ballace was paid in notes and
I think the property bought by Wm Beal
& John Thomas at the last sale amounted to about one
thousand dollars and the notes received
for the last purchase was payable to
John Thomas or I & A H Thomas and he
states further that he is not acquainted with
the numbering of the Town lots and do
not know certain how many lots
was sold by his father to Wm Beal & John
Thomas but thinks he knows of
and many as five including the tan
yard lots and the two lots whereon his
father resided I think No 5 & 8 and thinks there
was some more lots that was sold enclosed
in a field on on the south west side

side of the Town of Summerville and ajaining said Town and bounded on the West by Bakes creek being the same land contracted by James R Smith to Nicholas Beal in consideration of an other peace of land to be deed by Nicholas Beal to said Smith and there was an other peace of land concluded in said Trade containing about five acres ajaining William Kirks lands on the north —

Cors examined by the defendant John Thomas

Question did you ever hear your father say that he would give William Beal any part of the tanyard or Town property — objected to by the plantiffs cansel

Answer I never did hear my father say so as I recollect

Jeremiah Beal

Also Amon Davis, of Union County, and of lawful age, being first duly sworn, as hereafter certified, deposes as follows —

Question. Do you know any thing about the sale of any real property by Nicholas Beal Decd — to John Thomas. or John Thomas and William Beal? if so state all about it.

Answer Nicholas Beal was frequently in my shop and intimate and same few months after William Beal was married Nicholas Beal stated to me that he had sold William Beal one half of the stock that was in his tanyard there restating said and John Thomas was to pay for it, but he expected William Beal would get it and same few months after the sale of one half of the tanyard Nicholas Beal further stated that he had sold out to John Thomas all his town property and tanyard and all his land ajaining Town

4 of Summerville and he give me to understand that Wm Beal was same way interested in it and he did not know but the contract would fall through for Wm Beal was dissatisfied about same part of the contract, but afterwards said it was satisfied and in payment of said property ~~John~~ he was to receive one hundred acres of land and a debt that he owed John Thomas and the ballance he was to get in notes of hand

Simon Davis

Also Adam Hatfield of the same County and of lawful age being first duly sworn as hereafter certified deposes as follows: that same time after the death of Nicholas Beal William Beal stated to me in conversation about a waggon that was half owned by Nicholas Beal in his life time that said Nicholas Beal had given said half to him William Beal but the administrators would not let him have it. William said he thought ~~he ought~~ he aught to have it for he had never got anything of his father yet

Adam Hatfill

These depositions so far as included within ( ) brackets are excepted to on account of incompetency

By Wm C. Lawrence
Sol for defts

also ~~of the~~ Samuel Kirk of Union County and of lawful age. being first duly sworn as hereafter certified. deposes as follows —

Question — Do you know any thing about the sale of any real property by Nicholas Beal sen'd to John Thomas or to said Thomas and William Beal in if so what property was it state all you know about the transaction —

Answer Same time I think in the month of September 1842 Nicholas Beal came to my house and stated in a conversation that he was about selling one half of the stock of his Tanyard to John Thomas and the use of half the yard for two years and stated he was to receive in payment notes of hand on three persons one of which Notes one was against me and asked me if I had any objections of his getting it and I think on the next day he stated to me that he had made the trade and had got my note and the amount he told me he received I think was four hundred dollars for the half of the stock and since that time I have paid part of the amount of the note on me to the administrators of the estate of Nicholas Beal and believe the bal. ~~are~~ is still in their hands and same time after the first sale I think the later part of the year 1842 he also stated to myself & wife Elizabeth that he was no longer a resedent of Summerville that he had sold out the other half of his tanyard and all his tawnlots and his land ajaining Summerville and I asked him to wham he had sold ~~and~~ he he said to Thomas & after a short pause he said and to William for he expected Wm would get it any haw and I asked said Beal

6 what way he was to get his pay and he said you know I owe ~~Thomas~~ him on these goods I got of him and the ballance I am to have in notes - the amount to the best of my knowledge that he stated he was to receive was ten hundred and sixty dollars for the last sale the lots he owned at the time and which he stated to me he had sold ~~to~~ at that time was
2 in lots on which John Thomas then resided and which from plat of said Town I believe to be No. 5. 6. 8 and also the Tanyard lots which likewise I believe are No. 16. 15. 14 & 13 and also a peace of land adjaining the Town of Summersville on the South West and bounded on west by Bakes creek being the same peace of land traded by James R Smith to Nicholas Beal dec. for an other peace of land on the west side of Bakes creek I think containing about ten acres and from the appearance of the plat No. 1 & 4 are enclosed in said ten acre field
& conveyed as above stated and said Nicholas Beal afterwards told me that he had sold to William and from a previous conversation I supose he said to William & Thomas five acres of land laying North of Wm Kirks land and ajaining, and Witness further states that he has at different times seen John Thomas at work in the tanyard and Witness has seen several of the notes that was paid to Nicholas Beal and they ware made payable to the firm of J & A H Thomas said firm were engaged in the Mercantile business and witness also states at the time William Beal was married he owned no property but a mare saddle & Bridle as knew or heard off and the said William had been living and working for his father untill

the time of his marriage and Witness further states that it is the common talk in the neighbourhood when its spoken off that John Thomas excercises equil arthority with Wm Beal with the property above spoken off when talked of in his hearing

Cross Ex

Question by John Thomas Def - On what lots was the late residence of Nicholas Beal-Decd - Answer according to the plat he resided on Lots No. 18 & 17

Question by same did you ever hear Nicholas Beal in his lifetime promise to William Beal any property if he would stay with him untill he was of age, Answer I heard Nicholas Beal say if he Wm would stay with him untill he was of age he would do as good a part by him as he had by the other boys, Witness states that he heard said Beal say that him & John Thomas had barrawed money Jointly from Harman Patrick and further stated that he had Bailed Thomas for money he had Barraw of Patrick the amt. I think was four hundred dollars and the Joint note I think was two hundred and fifty dollars

Samuel T. Hirsh

Also Elizabeth Kirk of the same county and of lawful age, being first duly sworn as hereafter certified - deposes as follows -

Question - Do you know anything about the sale of any real property to John Thomas or to said Thomas and William Beal? if so - state all you know about it -

Answer Same Short time after Wm Beal was Married Nicholas Beal came to

8

our house and stated he had sold half of the stock in his tanyard to John Thomas and was to let him have the use of half the tanyard for two years and stated he was to receive notes of hand in payment and witness further stated that same few months afterward sherd said N Beal say he was no longer a reserdent of Summerville he had sold all his town property to John Thomas and after a pause he aded and William for I expect Wm will get it same day and said Beal stated that he was owen said Thomas for good which was to be settled and was to have one hundred acres of land and the ballance he was to receive in notes of hand

Cross ex
Question by John Thomas deft.
did you ever hear Nicholas Beal in his lifetime promise to William Beal any property if he would stay with him untill he was of age
Answer I heard Nicholas Beal state if William would stay with him untill he was off age he would do as good a part by him as he had done for the other boys as far as he was able but he had been affected and was not able to do as much for him as he had for the others and witness further states that he had given Jeremiah & Hiram Beal his two eldest sons fifty acres of land a peace unimproved & horse Bridle & saddle

Elisabeth Kirk

Also Mary Beal of the same County, and of lawful age, being first duly sworn as hereafter certified deposes as follows:

Question - Are you a relative of William Beal dec'd? if so - what relationship do you bear? and how old was said Williams Beal at the time of his marriage with the daughter of John Thomas?

Answer I am the mother of William Beal he was married to John Thomas's daughter same time in August 1842 and became twenty one years of age on the 10th day of September following

Question - How much property was William worth at the time of his ~~said~~ marriage?

Answer he owned a mare Saddle & Bridle and Witness further ~~states~~ at the time of Williams marriage she neither knew nor had heard of his owning any other property

Cross Ex - Question By John Thomas - Did you ever hear Nicholas Beal tell William that if he stayed with him until he was of age - he would give any property?

Answer I heard Nicholas Beal say if William would stay with him until he was of age he would give him a share in the tanyard of what could be made so as he could make a living

Mary Beal

10

Also Thomas R Price, of Denion County and of lawful age, being first duly sworn as hereafter certified - deposes as follows -

Question - Have you heard the testimony of Peregrine Beal & Saul Kirk

Do you know of John Thomas exercising any acts of ownership over any of the property sold by Nicholas Beal as testified to by said witnesses

What is the common notoriety in the neighbourhood

Answer I heard the testamany of those witnesses and I live near the tanyard and frequently pass and repass and generally see John Thomas and William Beal equally engaged in attending to the yard and I have allways thought are seemed to exercise as much authority as the other in the yard - and the business that has been transacted between Nicholas Beal John Thomas & William Beal has been talked of considerable in the neighbourhood and the general idea is that John Thomas is interested in the business of the yard and the witness further states that it is generally believed that John Thomas paid Nicholas Beal for the above named property as testified to by these witnesses and is still interested in it and witness further states that the general report is that the property that was transfered to William Beal was put in his hands to keep it from John Thomas's creditors

Question - Do you know of any change ever being made in the title to any property by any of the defendants.

Answer I do not recollect of any change

the witness on further examination states that he supposes the mare saddle & Bridle that Wm Beal owned when he was married was worth about fifty dollars and witness further states that he once heard Beal say he had sold one half of his tanyard to John Thomas Thos R Price

Also Robert Barkdull of Lamar County - and of lawful age - being first duly sworn as hereafter certified - deposes as follows - that same time in September 1842 in a conversation between me and William Beal he Wm stated that his father had sold John Thomas one half of his tan-yard

Cross Ex
Question by John Thomas Deft.
did you ever hear Nicholas Beal say he intended his tanyard for William Beal
Answer I heard Nicholas Beal say at the time he first got the tanyard if William Beal was a good boy and stayed with him untill he was twenty one years of age he intended the yard for him and Witness further states that same time after the sale of the first one half of the tanyard he heard William Beal state that his father had promised him the yard ~~and~~ but he did not want him to give the yard to him

Robert Barkdull

Amon Davis. Recalled - and further deposes under oath as aforesaid - as follows
Question. What is the general understanding in the neighbourhood as to the real ownership of the property sold by Nicholas Beal as stated in your first examination?
Answer so far as I have heard the opinions

3

Michael Everett
vs
John Thomas
Abel H Thomas
Jeremiah Beal et al

Chancery
In Union Com Pleas

The defendants or their Attorneys will take notice that depositions will be taken by the Complainant to be read in evidence on the trial of the above cause at the house of Judge James R Smith in York township Union County, Ohio on the 13th and 14th ~~of~~ inst. between the hours of 6 A.M. and 9 P.M.

Michael Everett
per Allison & Hall
his Attys

August 2nd 1844

Acknowledge service of the within

Wm C Lawrence

atty for Defts

Thomas & Wm Beal

12 (of persons expressed John Thomas is considered the principal owner

Question. Did you ever hear William Beal say any thing inconsistent with his owning any or all of said property -

Answer I think about ten months ago in a conversation with Wm Beal I told him I had called upon John Thomas for some Saal Leather and he Thomas said unless they owed me they would rather not let it go without ready pay - I complained to Wm Beal about the treatment and he replied to me in substance that he had not the full control of matters but he would see about it in the morning

Amon Davis

I James R Smith associate Judge of the court of common pleas in and for the county of Union & State of Ohio do hereby certify that the above named Jeremiah Beal Amon Davis Adam Hatfield Samuel Kirk Elizabeth Kirk Mary Beal Thomas R Price and Robert Barkdull were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed, were reduced to writing by me and were taken at the time and place specified in the inclosed notice

In testimony whereof I have hereunto set my hand and seal this 14th day of August in the year of our Lord one thousand eight hundred and forty four James R Smith associate Judge (SS)

Michael Everett
vs
John Thomas
Wm Beal et al

In Chancery
In Union Com Pleas
Decree May Term 1847

Issue an order for sale
in the above case

To John Cassil Clerk
June 2nd 1847

E M B Allison Atty for Comp

Michael Everett vs. John Thomas and Wm. Beal, et als.

By virtue of an order to me directed from the Court of Common Pleas of Union county, Ohio, I will offer for sale at the door of the Court House in the town of Marysville, between the legal hours of 10 o'clock, A.M., and 4 o'clock, P.M., on the 19th day of September next the following described real estate to wit: In-lots in the town of Summersville, in said county, Nos. 17, 18, 8, 14 and 15; appraised as follows, to wit: Lots Nos. 17 and 18, at $175; Lot No. 8, at $118; and Lots Nos. 14 and 15 at $125.

PHILIP SNIDER, Sheriff.

August 16, 1848. n13w5prf,2,00

Personally appeared P. B. Cole in open Court & made solem oath that the notice here attached was published for five consecutive weeks, commencing on the 16th day of August A.D. 1848, in the "Argus" a weekly newspaper printed in Union county, Ohio; and that said ~~paper~~ newspaper was in general circulation in said county.

P. B. Cole

Sworn to & subscribed this 21st day of September A.D. 1848 in open Court.

John Cassil, Clerk

1/ pf 2,00
probate 12
$2,12

Filed Aug 9. 1848
John Cassil Clk

Michael Everett
vs
John Thomas et als

Decree for Sale
In Union Com Pleas.

Issue an Alias order
of Sale to Sheriff of Union
as Special Moth &c

Comm.

To John Cassil, Clerk
August 5th 1848

O M B Allison Soltr for
Complt

Copy 180
20
40

40
25
25 90
50
25

Filed March 1st 1852
James Dunn Clerk

Levee in Union Com Pleas

Michael Everett
vs
John Thomas et al

issue an order of sale in this case to Sheriff of Union County. Returnable to next Term.

To Jas Turner, Clerk.
Febry 28th 1852

C W B Allison
Attys for Complt

Received September 23rd 1841 four hundred and fifty dollars on the within article

John Thomas

Received March 1st 1842 one hundred and ~~seventy~~ five dollars and five cents on the within article

John Thomas

Article Between
John Thomas
&
Nicholas Beal

15 1/2	27
8	32
13	3 4
6 1/2	
3 1/2	
13 1/2	
1 1/2	
2 3/4	
66 1/4	

An Articles of agreement made and entered into by and between John Thomas of the first part of the County of Union and State of Ohio and Nicholas Beal of the second part of the county and state aforesaid Witnesseth that the said John Thomas of the first part for and in consideration of the stipulations to be performed by the said Nicholas Beal of the second part as hereafter enumerated hath bargained and sold and by these present do grant bargain and sell unto the said Nicholas Beal his heirs and assigns two certain tracts or parcels of land situate lying and being in the County of Union and state aforesaid containing one hundred acres each as by survey and bounded as follows towit ~~beginning~~ being parts of survey Numbered 3238 beginning at the North East corner of survey and running westardly with the line of survey 200 poles thence southardly a parallel to make 100 acres and the other tract being part of same survey beginning south East Corner of said survey thence North 224 poles thence westardly a parallel line of survey as maney poles as will make one hundred acres also Lots of ground in the Town of Summersville known and designated as lots Numbered 17 and 18 with the appurtanances and priviledge thereunto belonging and the said John Thomas of the first part do by these presents firmly bind himself his heirs executors and administrators that he will make or cause to be made a general warranty deed unto the said Nicholas Beal his heirs executors or administrators for the above discribed tracts of land and town lots so soon as the covenants and agreements hereinafter enumerated are complied with by the said Nicholas Beal his heirs executors administrators or assigns - and the Nicholas Beal of the second part do by these presents firmly oblige himself his heirs executors

administrators or assigns to pay or cause to be paid unto the said John Thomas his heirs executors administrators or assigns the sums of money twelve four hundred and fifty dollars for each tract of land and four hundred dollars for the two town lots making the sum of thirteen hundred dollars to be paid two years after the date of this agreement without interest and the said parties further agrees that if the said Nicholas Beal fails to make payment for either of the above tracts of land or town lots at the time agreed on the said John Thomas is to take them back which is not paid for and only give a deed for the tract or tracts or lots paid for by said Nicholas Beal and said Nicholas Beal further agrees to let said John Thomas have the house and two lots where said Beal now resides two years free of Rent from this date in faith the parties aforesaid do firmly bind themselves their heirs executors administrators or assigns to each other in the penal sum of two thousand dollars for the true and faithfull performace of all and singular covenants agreements and stipulations as above enumerated In testamony whereof we the said John Thomas of the first part and Nicholas Beal of the second part have mutually and interchangeably set our hands and affixed our seals this twenty sixth day of August A D 1841 John Thomas (Seal)
Witness present Nicholas Beal (Seal)
James R Smith

N. B It is further agreed by the above parties that ~~the~~ the above named John Thomas is to have the use of the table on Lot No. 18 as above described untill this article is complied with

John Thomas
N Beal

Bond
John Thomas
No. 2

Know all men by these presents that I John Thomas do promise and agree with Nicholas Beal to make to him or cause to be made to him a good and sufficient warrettee Deed clear of all incumberace for lot Number ten with the improvements thereon in the Town of Summersville Union County Ohio on or before the 19th day of July 1842 for and in consideration of seventy five dollars in hand paid this day the receipt whereof is hereby acknowledged as witness my hand and seal this 19th day of April 1842

Test James R Smith

John Thomas (seal)

No 3

Know all men by these presents that I Nicholas Beal of Union County and state of Ohio are held and firmly bound to William Beal of the County and state aforesaid in the penal sum of five hundred dollars for the payment of which I do bind myself my heirs and legal representatives sealed with my seal and dated this 5th day of January in the year 1843

The condition of the above obligation is that the above bound Nicholas Beal has sold to William Beal a certain parcel of land being part of Survey No 3468 in the name of John Bowen containg Nine acres and 147 Rods ajoining the Town of Summersville begining at the North East Corner of the old Bark house runing S7E 27 poles to a stake thence S83E 13 poles to a stake to the center of the road thence with the road S7W 32½ poles thence N83W 20 poles to the to the center of Bakes creek thence the meandering up the 65¾ Rods in the center of the creek thence S83E 28⅙ poles to the place of beging now if the above bound Nicholas Beal shall make or cause to be made a warranty deed to William Beal his heirs or assigns on or before the 5th day of January 1844 then this obligation to be void else remain in full force and virtue in law

Nicholas Beal (Seal)

Signed in presents of
Albert Arnow Davis
James R Smith

In Union County Common Pleas

Michael Everett
vs
John Thomas et als

Amended Bill

Filed June 20th 1845
John Capel Clk

R

By Allison & Hall

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

Humbly complaining your Orator, Michael Everett, of the City of Philadelphia, and State of Pennsylvania, represents that he is complainant in a Bill in chancery filed in this Court January 13th A.D. 1843. wherein John Thomas, Abel Thomas, Nicholas Beal & William Beal are defendants,

Your Orator further represents in this his amended Bill that since the filing of his said Original Bill against said defendants, Nicholas Beal, one of the principal defendants to said Original Bill has departed this life, leaving as his heirs at Law, the following persons viz, Samuel Kirk & Elizabeth Kirk, Robert Barkdull and Prudence Barkdull, and William Beal (one of the defendants to said original Bill) all of whom are of age, and Jeremiah Beal, Hiram Beal, Sharpless Beal, Isaiah Beal, Curtis Beal, and Rachael Beal minor heirs.

Your Orator therefore prays, that ~~of~~ all of the above named heirs of the said Nicholas Beal, may be made defendants to his said original Bill,— that the writ of subpoena may issue to the said heirs,— that they may be compelled to answer all and singular the matters and things contained in said original Bill, the same and as specifically as though they had originally been made defendants to said original Bill.

And as in duty bound your Orator will ever pray

By Allison & Hall
His Solicitors

Michael Everett
vs
John Thomas et al

Chancery

Issue subpoenas, returnable next term for Samuel Kirk & Elizabeth Kirk, Robert Barkdull & Prudence Barkdull, Jeremiah Beal, Hiram Beal, Sharpless Beal, Isaiah Beal, Curtis Beal, & Rachael Beal,

To the Clerk of Union County Common Pleas

Allison & Hall.
Attys for Petitioner

Union Com. Pleas.

Michael Everett
vs.
John Thomas et al.

Subpoena.

Served by certified copies
Jan 7 22, 1843. on all but S H Thomas, he was not found
H H Steele Sheff

Serv	95
Mile	75
Copies	30
	2,00

Filed. Jan 31. 1843.
~~John~~ Cassil clk

R

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon John Thomas, Abel H. Thomas, Nicholas Beal & William Beal,

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 their next term,

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

Michael Everett, 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,~~ John Cassil, Clerk of said Court at the Court House in Marysville, this

13th day of January, A. D. 1843.

John Cassil, Clerk.

with interest from the said 8th day of May A D 1847 until paid together with the costs of suit at law taxed to $ ct and also the further sum of $ ct the costs on said decree, and the accruing costs, and make report of your proceedings herein to the next term of said court

Witness John Cassil clerk of said court this 3rd day of June A D 1847

John Cassil Clk

Filed Aug 3 1847
John Cassil Clk

Chancery
Michael Oberst
vs
John Thomas
William Bradshaw

Received this writ June 3rd 1847

June 17. 1847 in obedience to the within command I had the within described real estate appraised by the oaths of William Kirk, Thomas R. Price and Amos A. Davis. as follows. to wit. Lot No 10 at $58. No 17 & 18 at $175. No 46 at $8. No 47 at $7. No 1 at $5.50. No 4 at $7. No 5 at $9. No. 8 at $118. No. 13 at $7. No. 14 & 15 at $125. No 16 at $11. five acres at $20. and the 9¼ acres at $95. and advertised the same for Sale by publication in the Argus a Newspaper published and in general circulation in Union County Ohio. for 30 days previous to the day of Sale. I afterwards. to wit. on the 3rd day of August 1847 in pursuance of said notice proceeded to offer said real estate for sale by public auction at the door of the court house in ~~said county~~ Marysville in said County and sold to James L. Holden Lot No 10 at $38.67 & the 5 acres at $13.34 & the 9¼ acres at $63.34 and sold to Jas W. Boyer Lot No 46 at $5.32 & lot No forty seven at $4.67 sold to Wm D. W. Mitchell Lot No. 1 at $3.67 Lot No 4 at $4.67 & Lot No 5 at $6.00 and sold to Samuel Breese Lot No. 13 at 4.67 & Lot No 16 at $7.34 all of which is sold at two thirds of the appraised value. the ballance not sold for want of bidders money received on all sold my fees retained

Fees —	mileage 15 mls	.75
	inquest	1.00
	Appraisers fee	1.50
	copy of Appraisement	.30
	Advertising	.25
	Printers fee	4.50
	Poundage — —	3.03

Philip Snider Sheriff

The State of Ohio Union County ss
To the Sheriff of said County Greeting.
Whereas at the May Term of the Court of Common Pleas, continued and held for said County on the 8th day of May AD 1847. in a certain Cause in Chancery therein pending, wherein Micheal Everett, Complainant and John Thomas William Beal et. als. defendants, the Court ordered and decreed, that you expose to sale the premises in the bill described as follows to wit. Inlots in the town of Amerville Nos 10-17-18-46-47-1-4-5-8-13-14-15 & 16- also five acres of land part of Survey No 3488- begining at the N. E. corner of William Kirks land thence westwardly along his line to the N. W. corner of said Kirks land, thence southerly on a parallel with said Kirks east line so as that a parallel line drawn the same length and course of a line running from said Kirks N. W. corner to his N. east corner will enclose five acres, also nine & a half acres part of Survey No 3488. begining on the South west side of the town of Amerville and adjoining said town and bounded on the west by Bokes Creek being the same land contracted by James R Smith to be deeded to Nicholas Beal in Consideration &c. to satisfy the said Complainant in the sum of Sixteen Hundred and Seventy nine dollars and fifty cents

No. 2

Michael Everett

vs } Depositions

John Thomas. et. als

Filed May 20th 1835
John Capel, Clerk

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 Journal of said Court at the October Term thereof AD 1844

October 1st 1844

Michael Everett
vs
John Thomas &
Hiram Beal, et als. } Chancery

Ordered that the defendants have leave to amend answers within thirty days That this cause be referred to the Master Commissioner of this Court – who is hereby empowered to take further testimony – and report to the next term of this Court to which time this cause is continued

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court this 14th day of October A D 1844

John Cassil Clerk

Union Com. Plas

Michael Everetts
vs
Adm. Thomas B.
Hiram Beal, etal

Order of Reference

Recd this writ Oct 18. 1844. – By consent of the parties by their attornies, I took the deposition of J. R Smith, James C. Bennet, W. Hartford, & Thos. Forman, herewith filed, signed by said attornes, – as my report, – May 19th 1845.

James Turner Master in Chancery

Michael Everett
vs
John Thomas
Abel H Thomas
Wm Beal et als

Chancery
In Union Com. Pleas

It is hereby agreed between the Counsel in this case, that depositions may be taken by either party on Monday next between 8 A.M. and 9 P.M. waiving any further notice, to be taken before James Turner Master Commissioner of this County
May 12th 1845

E W B Allison Sol. for Plff
Wm C Lawrence for Deft

Depositions taken in the case of
Michael Everett vs John Thomas et als. in
Chancery pending in the Com. pleas of Union County
Ohio taken at the time and place mentioned in
and persuant to the enclosed notice Then and there
Thos. Foreman of lawful age being first duly
sworn as herein after certified says. taken by Deft
Quest by Defts Do you know any thing of the transfer of the Langford lots in Somerville from Nicholas
Beal to Mr Beal if so please state?
Ans by witness: I was at the house of Mr
Beal. I wanted to get some Leather from
him he then made me a Reply that he
had no leather finished and that he could
not get it done at that time he said that
William had rather shuffled it about
and hadent stick to his work he said
he thought he would do better now
for he had soled him apart in the yard
or part of the yard I wont be positive
which. he either said sold or given this
was better than a year before the death
of Nicholas Beal they had a difficulty
as i understood and William was bout
Leave and he give him apart of the yard
or sold it to him to induce him to stick
to his business and carry on the yard for
him. this was before William Beal was
married I think the fall before
he never tolled me at that or any other
time that he had Let him have any other
property-
Cross examined by Complainants Counsel- Are you
certain that Nicholas said he had sold or given to

William part of ~~yard the real~~ estate in the yard
or did he say that he had given him part of
the profits arising therefrom?
Ans by same I wont be positive which but
i under stood it was a part of the yard by
the conversation i understood that it was to be
a part of the yard so as to keep him; for
he couldent carry on Business without him
Complainant objects to the competency of this
witness and excepts Thomas Foreman

Also at the same time and place James C.
Bennett of the County of Union of Lawful
age being first duly sworn says
Quest by Defts What do you know of the gift
or sale of any real property from Nicholas Beal
to Wm Beal please state
Ans by ~~same witness~~ I was in the house of
Nicholas Beal and he stated to me that
he had let Wm Beal have half the yard
I understood him from his conversation that
it was half the yard & half the stock
he also tolled me at an other time after
words that the lot that Thomas got of
Morrow & traded to Beal belonged to
William this was before William was
married I dont Recollect of ever hearing
Nicholas Beal say that he had sold Wm
any other property except the above spoken off
Cross examined by complainant Are you
certain that it was part of the yard, or was
part of the profits arising therefrom?
Ans by same the understanding i had
it was a part of the yard and a part of the profits also

complainant objects to the competency of this witness and reports James C. Bennett

also at the same time and place William Hartford of the County of Union of lawful age being first duly sworn: says
~~Question by Deft~~ sworn for Deft

Nicholas Beal stated to me that he had given or was a going to give, i am positive the one half of the tanyard property to Mr Beal I under-stood it to be the one half of the yard & the one half of the property in the yard in addition to that he stated to me that he could not do without William the profits of the yard was so small it would not justify him in hiring a hand. it was about the time the difficulty took place between William & his father it was before he was married

William Hartford

Also at the same time and place James R. Smith of the County of Union, of lawful age being first duly affirmed by me deposes as follows -

Question by complainants counsel -
Do you know of the transfer of any property by and between defendants, John Thomas, & William Beal and Nicholas Beal deceased? - if so, when, what property, upon what consideration, under what circumstances, state all you know about it -

Answer by same Saith same time in the spring of 1842 he said Smith & John Johnson executed

a deed to John Thomas for Lots No. 16. 17 & 18 in the Town of Summersville and same time in the fall of 1842 I think in October John Thomas requested me to take that deed back make a Deed to William Beal for said lots and also lots No. 46 & 47 which he said Thomas had bought of Andrew Brisben and we said Smith & Johnson did make the Deed for the said five said lots to William Beal as requested by said Thomas, and further states that same time in the fall of 1842 think in October he went into Nicholas Beals and John Thomas was there and each of them had a bundle of papers in their hands that looked like notes or accounts and they had a number of figuers on a slate and requested me to add them up which I did and they amounted to a bout $350 which said Notes Nicholas Beal said Thomas give him for one half of his tanyard one of said notes was given by me to J & A Thomas and further states that same time about the first January 1843 said N Beal called on me and wished me to do some writing for him he said he had traded the other half of his tanyard to William and Thomas and also all his town property and two peaces of land near the town he said they had valued his half of yard and his lots & two out Lots of Landett $1035- and Thomas was to take it at that and he said Thomas was to give him up a certain Claim he held against him for goods of several hundred dollars and to give him one hundred acres of land and said there was still a ballance coming of same upwards of $100 which said Thomas was to give him said Beal in notes and he said Beal requested me write a Deed and make it to Wm Beal for lots No. 1. 4. 5. 8 13. 14. 15 & 16 and also a deed for 5 acres of land near

said Town of Summerville which said Deed or deeds was passed from Nicholas Beal to William Beal for said Eight Lots and five acres of land ajoining William Kirks land being part of survey No 3468 and at the same time he said N Beal obligated himself to make to Wm Beal [illegible] Deed for the other peace of land before mentioned [illegible]ing 9 acres and same rods ajoining the west line of Summerville being part survey 3466 being a certain peace of land which I traded to Nicholas Beal by article of agreement and I further state that the one hundred acres of land which said John Thomas was to give to N Beal was deeded to said Beal by George W Baxley at the request of John Thomas being on the South East corner of survey No 32-38

No 2 Question by same, do you know any thing about the 100 acre piece mortgaged to Complainant — if so do you know of Thomas ever shifting the title in the same — answer at the request of John Thomas George W Baxley made a Deed to Nicholas Beal for the above named one hundred acres and same time afterwards the said Deed was taken ~~and~~ back and I think part to John Thomas

No 3. Question by same, did you ever hear either of the defendants, or Nicholas Beal decd say any thing about the said transfers to William Beal in connections with the debts of John Thomas? or any of the transfers deposed to by you answer article No 1 presented by the defendents Thomas was written by by me by the request of the parties an signed by them and said N Beal same time afterwards said to me when he bought this property as per article he thought said Thomas intended to pay his debts and said to give himself time to collect ~~his~~ and not have his property taken

and article No 2 presented to me by defendant Thomas
I wrote the article at request of the parties and John
Thomas signed it and said Beal paid said Thomas seventy
five dollars in Granville money
Quest by Deft you say Thomas requested you to take
back a deed for certain Lots and make one for a greater
No. What else did he say as why he wanted it so done?
answer to save the expence of Recording &c
Q by same you speak of a sale of the Tanyard was it
not a sale of the Stock in the yard? answer I suppose
it was the Stock at the sale of the first half
which I mentioned the $350
Quest by same was Thomas Present at the time you relate
a conversation about the first of January 1823? when
Beal wanted you to do the writing for him?
answer he was not
Quest What has become of the 100 acres conveyed by
Barley to Beal? Compts Counsel admits it has
been sold to pay debts by the Representatives of N. Beal
Quest by same What do you know of the other hundred
acres mentioned in Article No 1. Answer this is
the 100 acreres spoken above where a Deed was
made to N Beal by George W Barly and in a few
days was given up to Barley and the deed past to
John Thomas the parties & Beal & Thomas stated at
the time or day before the exchange of Deeds
that the reason of the exchange was John Thomas
had given a margage to some person in the
East before the deed was made to Beal
Quest by same Is it unusual in your place for title
bonds and articles of agreements to be transferred and
deeds made to assignees? answer no

Quest by same was John Thomas present at the conversation mentioned in Question No 3? Answer no
Quest are you and Left John Thomas on friendly terms?
Answer ~~I have~~ we are not as intimate as some other neighbours we never had any particular misunderstanding I have understood he has spoken hard of me about a report that was in circulation about the oath he filed in this case
Quest by same did he not take you to account for circulating and other report injurious to his reputation as an Honest man and did you refuse to give your author? answer ~~there was~~ a same few days ago Mr Thomas asked me if ~~there~~ I had told any person that he had offered to lay in a ~~certain~~ stock of goods for any person I told him I had there was a man came to advise with me and said Thomas had offered to lay in $2000 worth of goods and he should take them in his own name and have half the profits - which said report Thomas said was not so and asked for the author and I told the man would say it to his face and I would write to him and get his statement
Question by same did you refuse to give the author's name? answer I did as above stated
Quest by same Did Thomas ask his name?
answer he did
Question by same Have you not had other difficulties?
answer nothing of any amount as I recollect
Quest by same Have not frequently spoken hard of him for the manner he kept the post office? And have you had any neighborhood intercourse in the last two years? answer I have made some remarks about the post office we have neighbour intercourse by dealing

and borrow and lending up to the present time
Quest by Same Could you not tell us why you talked
about the Post office and Master as well as to give the above
histories? when we demanded direct answers? the
reason why I spake against ~~the~~ post office ~~and~~
or Master was I received some of my papers
very much abused which was my chief reason
Quest by Same Had you an interview about his not sending
your papers when the last quarters postage was not paid up
and did you tell him that you thought he need not be
afraid of loosing the postage? answer ~~my boy~~
we had an interview and he said the quarter
was out and the postage was not paid was the
reason why he did not send the papers I replied
he need not be afraid of loosing ~~the~~ postage
or words to that amount the last quarter was
the quarter alluded to
Quest by Same Did he tell you why the papers were
not in good order? answer yes he stated they
came to the office in that situation and he
said some of them without a wrapper
when I say Thomas in the above I mean John
Thomas

James R Smith

This Deposition is objected
1st because of Manifest partiality in the Witness
2nd all those parts which relate conversations of W.
Beal in the absence of John Thomas and Wm Beal
for competency
The Justice certificate and other matters of form
are dispensed with and waived

Wm C Lawrence for Deft
J Thomas et als
C M Allison Atty for Compt

Cost Bill

Jas. Lowor Master Commissioner	$2.96
Court William Wells	1.30
Witnesses James R Smith	50
James C Bennett	50
William Hartford	50
Thomas Forman	50
John Barkdale	50
	$6.76

Complainants costs $2.71

Defts cost $4.25

Everett & Co.
v
Wm Beal et al } Union Co.

A case of this kind should receive the closest scrutiny of the Chancellor:

1 Because there is always concealment.

2 If a sale has in fact been fraudulent, or if the community believe it fraudulent, the court by disregarding or overlooking the badges of it encourage frauds and corrupt morals.

The badges of fraud in this case are these,

II The condition of Wm Beal.

Jer. Beals Dep. } Wm Beal married Thomas' daughter in Aug 42 and was 21. in Sept. 42:

Saml. Kirk & Jerh. Beal. } He had no property but horse saddle and bridle except his clothes:

Mary Beal } He resided with his father till married

Now who paid for this property.
Wm Beal could not and did not. who then did?

III John Thomas has used Wm Beal as his fraudulent tool.

Saml. Kirk } John Thomas exercised acts of ownership over the whole property.

Amos Davis } Thomas controlled the sale of leather of tanyard in the winter of '43

See the Testimony of Judge Smith. Second deposition

Amos Davis } Nicholas Beal said a few months after Wm Beal was married to Thomas' daughter that he had sold William 1/2 the tan yard and John Thomas was to pay for it but expected William would get it. Some few months after Nicholas Beal said he had sold the tanyard, town property, and all his land adjoining to John Thomas for 100 acres of land the debt he owed Thomas and balance $ in notes –

Saml. Kirk & Eliz. Kirk } In Sept. '42 Nicholas Beal asked witness (Saml Kirk) if he had any objection to his taking from Thomas his note (which Thomas held) in part pay for tanyard. Nicholas Beal afterwards said sale made &c.

Latter part of '42 Nicholas Beal said "I have sold the other half of tan yard all my lands in and adjoining Somerville" To whom?" To John Thomas" – a pause" "To William for I expect he will get it any how" This statement of N Beal is confirmed

Saml. Kirk thus: The notes made to J & A N Thomas were seen afterwards in the hands of Nicholas Beal. It is also corroborated by the

pecuniary circumstances of Wm. Beal and his relation to the parties.

The Convenient arrangement of all parties was that Nicholas Beal should be paid for the property by Thomas who would thus place the notes &c out of the reach of his creditors — and his son in law, was a convenient instrument for that purpose.

III III All these arrangements and transfers were made about 30 days before the judgment of Complainants was taken

In Oct. 42. Nicholas Beal conveyed the property to Wm Beal by the direction of Thomas

In Nov. 42 the Compts obtained their Judgt. — their suit being pending when the transfer was made.

IV. The Court are not at liberty to suppose that the conveyance by Nicholas to Wm. Beal was a gift or advancement. That Wm had not the means of paying 1060$ is too clear to admit of doubt. This is abundantly proved. But Wm Beal in his answer says (and we deem it a leading fact in this case which shows fraud from testimony) ~~in Case~~ that he purchased by fair sale. Put this answer by the side of the proof and it decides this case. Wm Beal did not and dare not say that he paid any thing or owes any thing for this property —

The case then stands thus: Nicholas Beal is the father of Wm Beal. John Thomas is the father in law of the same Wm Beal. John Thomas being about to break up and the complainants having sued him, he purchases with notes &c from Nicholas Beal the real estate in controversy and procures the conveyance to be made to Wm Beal who was at the time and ever since has been wholly destitute of the means of purchasing the property. Nicholas Beal's admissions of the fraud and object of the conveyance &c is confirmed by the proofs. He had no object in misstating it; and the condition of Wm Beal – the situation of Thomas – the notes made to Thomas in the hands of Nicholas Beal and his administrator the ~~[illegible]~~ moral certainty that Wm Beal did not and could not pay for the property – and his answer that he purchased it forbidding the inference that it was a gift brings out the conclusion inevitably that the whole transaction was fraudulent – a purchase made with notes &c which Thomas' creditors were entitled to –

J. R. Swan

Chancery Case File

Case No. 1843-CH-0003

No. 43-CH-3

Union Common Pleas Court.

James McIlvry
Plaintiff,

AGAINST

Abel F Hutchinson et al,
Defendant.

April 1843.
Judg vs Plaintiff.

Journal 3 Page 124

Record No. 4 Page 164

Ex. Doc. Page

Union Com. Pleas.

James M'Illroy
vs.
Davis L. Herrington, and
Abel F. Hutchinson.

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 defendants in the sum of $50.00/100 conditioned according to law.

Silas G Strong
Associate
Judge

Recorded

Filed February 15, 1843.
John Castil
Clk.

Cost bill made

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

Your orator James McIlroy of the County of Union in said State represents to the Court that on or about the 10th day of December 1842 H. Davis & D. H. Herrington partners under the name and firm of Davis & Herrington (whom your Orator prays may be made Defendants to this bill) recovered judgment before Joshua Judy acting justice of the peace in and for the the township of of Liberty in said County against your Orator for the sum of $14.00 debt and $18.44 Costs of Suit

That within ten days next after the rendition of said judgt George Hall a freeholder of said township became your orators bail for appeal of said suit upon which said judgment was entered to the Court of Common Pleas in and for said County. That said Judy made no objection to said security but the same was regularly secured and the bail bond signed upon the docket of said justice. Your orator further states that on or about the 16th of January 1843 and before the next session of the Court of Common Pleas for said County the said Judy issued execution upon said judgt and delivered the same to One Abel Hatch-enson (who is hereby made Defendant) acting as Constable of said township who has proceeded to levy upon a large quantity of your orators

properly and advertise the same at public sale. That your orator called upon said judy for a transcript of said judgment and proceedings but he refuses to give a copy in full. Showing a species of combination to injure offness and defaud your orator.

In consideration whereof your orator having no remedy upon the law side of this Court. Prays that a writ of subpoena issue. That the said Hutchenson be injoined from further proceeding with said execution and that said Defts severally answer this bill & other & full relief

James McElroy

State of Ohio Union County Ohio

Personally appeared James McElroy & made oath that the Matters & things stated in the above bill are true in substance and in fact

James McElroy

Sworn to and subscribed this 15th day of February, 1843.

John Cassil, Clerk.

Union Common Pleas.

James M'Ilroy
vs.
Davis & Herrington, and
Abel T. Hatchison.

Injunction Bond.

Filed February 15, 1843.
John Cabell,
Clk.

Recorded

Know all men by these Presents, that we, James M'Ilroy and Edward N. Inskeep, are held and firmly bound unto H. Davis, jr. and D. N. Herrington, traders trading under the name and firm of Davis & Herrington, in the sum of 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 15th day of February A. D. 1843.

The condition of the above obligation is such, that whereas the above named James M'Ilroy has obtained an allowance of an injunction ~~in~~ by Silas G. Strong, an Associate Judge of 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~~ before Joshua Judy, a Justice of the Peace within and for said County, by the said Davis & Herrington against the said James M'Ilroy, on the 10th day of December, 1842, for the sum of fourteen dollars damages, and $18.44 costs, until the matter thereof can be heard in equity — Now if the said James M'Ilroy shall pay all moneys and costs due, or to become due, from him, the said James M'Ilroy in said judgment at law, and all moneys and costs which shall be decreed against the said James M'Ilroy, in case said injunction shall be dissolved, then this obligation shall be void — otherwise, in full force and virtue in law.

James M'Ilroy (Seal)

Edward N. Inskeep (Seal)

Approved, this 15th day of February, A. D. 1843.

Jno Cassil, Clerk.

Union Com. Pleas.

James M'Ilroy
vs.
Davis & Herrington, and
Abel F. Hutchinson.

Injunction allowed & bail given. John Cassil, Clerk.

Served by certified copies Feb. 16, 1843. on all but Harrington, he is not found
W W Steele fees — 75
Stuff — Copies — 20
Mile, 75
1.70

Filed Feb. 16, 1843.
John Cassil, Clerk.

Recorded

The State of Ohio, Union County, ss.

TO THE SHERIFF OF Said COUNTY, GREETING:

We command you that you summon H. Davis, jr. & D. N. Herrington, traders, trading under the name and firm of Davis & Herrington, and Abel F. Hutchinson,

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 their next term, at 10 o'clock, A. M.

to answer the matters and charges contained in a Bill

in Chancery exhibited against them by

James M'Ilroy. 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~~ John Cassil, Clerk of said Court at the Court House in Marysville this 15th day of February, A. D. 1843.

John Cassil, Clerk.

Filed April
21st 1843
John Cassie
Clerk

Davis & Harrington
vs
James McIlroy

And the said defendants come and demur to said bill of the said James McIlroy and for cause of demurrer shows that the said James By his said Bill has not made such case as entitles him to the to any discovery in a court of equity from him or relief against him wherefore and for other good causes the said Deft demurs to said bill and prays the Judgment of this court whether he shall be compelled to make any further or other answer thereto and that he may be dismissed with his costs By

Wm B Lawrence
Their atty

Union Com Pleas

James McElroy

vs

Davis & Harrington

a Costs $ 9.50½
Writ .41

Recd this writ Nov. 18. 1863
~~offered~~ Levied in Conjunction
with another Ex: in favor of
E. White vs J. McElroy upon
1 Yoke of Oxen & 10 head
of Sheep: offered the same
on the 23d day of March 1864
having previously advertised
according to Law but no
Sale for want of bidders

W W Stutchsuff

Recd. $1.62½

Serv. 35
Mil 60
95
Fr. fee 100
$1.95

Filed March 25th 1864
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 18th day of April A. D., 1843 Davis & Harrington

recovered against James McIlroy

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

~~and~~ ~~cents,~~ for ~~damages, as~~ the sum of $ 6. 50½

for their 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 Said James McIlroy

you cause to be made the damages and costs aforesaid with interest thereon from the 21st day of April A. D., 1843, until paid. Also, the sum of $ 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 Davis & Harrington

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 18th day of November A. D., 1843.

Attest:

John Cassil CLERK.

Ex Docket No. 2 page 97

James McGray
vs
Davis & Harrington

Costs	$ 9,50
increase	2,27
	$11,77

May 14th 1845 returned
by order of Clerk —

Fees-	
Service —	$0 35
Mileage —	50
Advertising —	25
~~printers fees~~	~~$1,10~~
printers fees —	~~1-00~~
	$2,10

Filed May 17th 1845
John Cassie, Clerk

Received this writ April 18th 1845 —
Fees Paid Robinson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING;

We command you to expose to sale those goods & Chattels of James McElroy to wit: one yoke of oxen & 10 head of Sheep

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 Paul & Harrington

~~the sum of~~

~~dollars and~~ ~~cents, for~~

~~damages, together with~~ $ 8,50½ for costs, with interest thereon from the 21st day of April A. D. 1843 until paid, which late in our said Court the said Plaintiffs recovered against the said James McElroy

as of record is manifest. Also, $ 2,27 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 Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 14 day of April A. D. 1845.

John Cassil CLERK.

Ex. Docket No. 2. page 97

James McIlroy
ads
Davis & Harrington

Costs	$9,50½
Increase	4 87
Writ	41
Service — —	35
Filege — —	50
Advertising —	25
Printers fee	100
poundage —	36
	246

Filed April 15th 1846
John Capsil, Clerk

Balance due — $19.50

Received this writ March 24th A.D. 1846 —

I advertised the within described Goods & Chattels in the Eagle & a paper published and in General Circulation in the County of Monroe for sale at the Residence of James McIlroy in Liberty T. P. on the Eleventh day of April 1846 between the Legal Hours — April 11th 1846. Offered the within described property for sale and sold the same to John Barrett as fully to writ the men fee $30-00

The Sheriff for Orleans — Satisfied this writ and applied the balance on another Execution in favor of the State of Ohio — applied on this writ $19-90

it being the full amount of this Execution

Geo. McPherson Sheriff

THE STATE OF OHIO, UNION COUNTY, SS,

TO THE SHERIFF OF SAID COUNTY GREETING:

We command you to expose to sale those goods & chattels of James McElroy to wit, one yoke of Oxen & 10 head of sheep

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 Davis & Harrington

~~the sum of~~

~~dollars and~~ ~~cents, for~~

~~damages, together with~~ $ 9,50 for costs, with interest thereon from the 21st day of April A. D. 1843 until paid, which late in our said Court the said Davis & Harrington recovered against the said James McElroy as of record is manifest. Also, $ 4,87 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 Plaintiffs

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

Witness, JOHN CASSIL, Clerk of said Court at the Court House in Marysville, this 24th day of March A. D. 1846.

John Cassil CLERK.

No. 43-CH-4

Union Common Pleas Court

John A. Bryan
Plaintiff,

against

Arthur Crilsfield
Defendant.

APR TERM. 1844

Judg. Cs. Pltf.

Journal #3 Page 219

Record No. 4 Page 295

Ex. Doc. Page

Union Com Pleas

Arthur Cubfield

vs } Bill in Chancery.

John A Bryan & an other

Filed March 22nd 1843

John Capil Clerk

Recorded

By P. B. Cole

I allow an injunction as prayed for in this bill to be continued untill the further order of the Court, and order the plaintiffs to give bond and security to the Defendants in the sum of $1000 dollars conditioned according to law

Silas Stong

Associate Judge

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

Your Orator Arthur Crikfield of the County of Logan and State aforesaid, represents and states to your honors, that on the 15th day of January 1841. One Joseph C Phifer of the County of Union aforesaid, made executed and delivered to your Orator, a general warrantee deed, which is herewith filed marked (A) and made a part of this bill, for the following described land, to wit, being part of Survey No 3480 lying Millcreek in the said County of Union, and State aforesaid. Beginning at S. Sugar tree, in the South line of David Dancons Survey No 3444. thence S. 10. W three hundred and thirty four poles to 2 hickories, and a lynn, thence N. 83° 50' W. 140 poles to 2 Beaches, and a maple, thence N. 10 E 334 poles to 2 Buckeyes, and an Elm, thence S. 83° 50' E 140 poles to the beginning, containing three hundred and three acres.

For which your Orator paid said Phifer, Two thousand four hundred dollars, and took possession of the land. A large portion of the above consideration made from the indebtedness of said Phifer to your orator, and the remainder, said Phifer, took the note of hand of your orator for.

Your orator further represents, that afterwards at the ~~April~~ April Term AD 1841 of your honorable Court, ~~1841~~ as your orator is informed and believes, One John A Bryan (then of Columbus Ohio) (but now as your orator is informed of the City of Washington District of Columbia,) obtained a judgement against said Phifer, on the Law side of your honorable Court, for ~~th~~

And also the said Bryan afterwards obtained an other judgement against ~~yours~~ said Phifer on the Law side of your honorable Court, for ~~th~~ on which judgements he afterwards caused Executions to be issued to William

W Steele Sheriff of said County, by virtue of which Executing the said Steele, at the request of the said Bryan (as your orator is informed and believes) made a levy on a part of ~~of said~~ the before described Land, to satisfy said judgements, against said Phifer, to wit One hundred Acres of said Land described as follows. Part of Survey No 3480 beginning at 3 Sugar trees, in the South line of David Duncans Survey No 3444. thence S. 10. Degrees W. 228½ poles to a Stake in the South line of D Duncans survey, thence S. 83° 50' E 70 poles to the beginning.

Your orator further represents, that said Steele Sheriff as aforesaid has by virtue of said Executions the said ~~two~~ ~~hundred acres of land~~ said last described Land exposed for sale, on the 25th day of March A D 1843. Your orator further charges, that said Phifer has no title to said land, nor had not at the time, said judgements were rendered against him. But that the title thereof was Exclusively in your orator.

Your orator therefore prays that the said John A Bryan, & the said William W Steele, may be made defendants hereto, And that an injunction be allowed to restrain the said Steele from all further proceedings on said Writs, And that on final hearing of this petition your honors, will decree said writs, to be perpetually injoined, so far as the above levies are concerned, And quiet your orators title against said claims of the said John A Bryan, And will grant your orator, such other and further relief, as Equity and good conscience may require, And your orator, as in duty bound will ever pray &c.

P B Cole. Sol for Complainant

State of Ohio
Logan County SS

— Personally appeared before the Subscriber a Justice of the Peace in & for the said County of Logan. the aforesaid Arthur Eichfield. who being by me solemnly affirmed according to due form of law. says. that all the several matters and things set forth in the foregoing bill. as from the information of others he believes to be true. And that all the several other matters & things. ~~are true~~ therein set forth are true in substance and in fact.

Arthur Eichfield.

Affirmed to & subscribed before me this 21st day of March 1843 John Underwood J.P.

A. Crichfield
vs
John D. Bryan et. al.

Injunction Bond

Filed March 25th 1843
John Capie
Clerk

Recorded

Know all men by these presents that we Arthur Brichfield are held and firmly bound unto John A Bryan in the sum of ~~the~~ one 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 23d day of March A D 1843.

The Condition of the above obligation is such, that whereas the above named Arthur Brichfield, has obtained an allowance of an injunction in the Court of Common Pleas of Muskingum County and State of Ohio, to stay all further proceedings, on a levy, by two Executions, now in the hands of William W Stella Sheriff of said County, in favor of said Bryan and against Joseph C Phifer on the following property, which were executed as the property of said Phifer the title to which is claimed by said Brichfield, to wit, part of Survey No 3480, beginning at three sugar trees, in the S line of David Duncans Survey No 34144, thence S 10 D W 228½ poles to a stake in the South line of D Duncans Survey thence S 83 50' E 70 poles to the beginning, Now if said Arthur Brichfield shall pay all costs which shall be decreed against him in case said injunction shall be dissolved, then this obligation shall be void, otherwise in full force and virtue in law,

until the matter there can be heard in Equity

Signed this 23d day of March A D 1843
John Cassie Clerk

Wm Beatty Seal
Recd
W. W. Wm Seal

Jacob Brumbaugh Sheriff of
the within writ on me
March 25th 1845
W N Stuck

A. Litchfield
vs
John A. Bryan et al.

Injunction allowed and
bail given
John Capsil Clerk

Filed March 25th 1845
John Capsil Clerk

Recorded

State of Ohio Union County ss:
To the Coroner of said County Greeting
We command you to summon John A Bryan and Wm W. Steele 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 at ten o'clock A. M. to answer the matters and charges contained in a Bill in chancery exibited against them by Arthur Crickfield and this they shall in no wise omit under the penalty of one thousand dollars and have you then there this writ

Witness John Capie Clerk of said Court at the Court House in Marysville this 25th day of March A. D. 1843

John Capie Clerk

John A. Bryan

vs. Answer

Arthur Crichfield

Filed June 12, 1843.

John Cassil, Clerk.

Cost bill made

Recorded

UNITED STATES OF AMERICA.

DEPARTMENT **OF STATE.**

To all to whom these presents shall come, Greeting:

I CERTIFY, *That James Laurenson*

whose name is *subscribed to the paper hereunto annexed, is now, and was* *, at the time of subscribing the same, a* *Justice of the Peace for the county of Washington, in the District of Columbia, duly commissioned, and that full faith and confidence are due to his acts, as such.*

In testimony whereof, I *H. S. Legaré*

SECRETARY OF STATE *of the United States, have hereunto subscribed my name, and caused the Seal of the Department of State to be affixed.*

DONE at the City of Washington, this twenty fifth

day of May *A. D.* 18*43*

and of the Independence of the United States of America the 67th

H. S. Legaré

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

Your respondent, in answer to the Bill of Arthur Critchfield, filed in this Honorable Court, answering, says, that your respondent, as he is informed and verily believes, on or about the fourteenth day of April in the year of our Lord one thousand eight hundred and forty nine, Obtained two Judgments at law in the Court of Common Pleas of the said County of Union against the said Joseph C. Phifer in the Bill mentioned, for five hundred & seventy six dollars and fifty two and an half cents, each, making, in all, eleven hundred and fifty three dollars and twenty five cents. That, subsequent to the rendition of said Judgments, your Respondent Obtained execution upon the said Judgments, on which certain lands were sold, leaving a balance of between five and six hundred dollars unsatisfied due to your Respondent on the said Judgments, upon which your Respondent is informed and verily believes, a new execution was subsequently issued and levied upon certain lands of the said Joseph C. Phifer, which said lands are now claimed by the said Arthur Critchfield, as set forth in the Bill, upon the alleged ground, that, prior to the rendition of either of the said Judgments at law in favor of your Respondent, and against the said Joseph C. Phifer, he the said Critchfield had purchased the said lands of the said Phifer, and Obtained a Warranty deed for the same.

Your Respondent denies the legal execution of the said deed, as set forth in the Bill, and avers, as he is informed and verily believes, that if any such deed was ever executed by the said Joseph C. Phifer to the said Arthur Critchfield, the same was not done in good faith, or for a valuable consideration; but that the transaction was founded in deceit and fraud, and for the purpose of avoiding the debt of your Respondent.

And your Respondent, for further answer to the said Bill, answering, says, that he is informed & verily believes that Arthur Critchfield, the complainant, was Running, at the time of the execution of the deed in the

Bill mentioned, as was also the said Joseph C. Phifer, of the pendency of the suits against the said Phifer in the Court of Common Pleas of Union County aforesaid - and that it was to avoid the payment, or collection of said demand due to your Respondent, that the said conveyance was made, as set forth in the said Bill - Your Respondent, for further answer, says, that he has been put to great delay, trouble and expense in the collection of his demand by means of said fraudulent conveyance from Phifer to Crichfield, and he prays that the said injunction may be dissolved, & that such further relief be granted as justice and equity may require between the parties -

John A. Bryan

District of Columbia
Washington County } ss: I, John A. Bryan, being duly sworn do depose and say that the matters and things set forth in the written answer as above, are just and true according to the best of my knowledge and belief.

John A. Bryan

Subscribed and sworn
to this 25: day of May, 1843
before me.

James Laurenson
Justice of the Peace.

Union Com. Pleas

Written Certificate

vs } Replication

John A Bryan

Filed Sept. 6. 43

John Caspie

Clerk

Sept. 4 1843

Arthur Critchfield
vs.
John A Bryan } In Chancery

And the said Arthur Critchfield comes and says that the matters & things set forth in his said bill are true, in substance & in matter of facts, & that the matters and things set forth in the answer of the said John A Bryan contrary thereto, are untrue & this he is ready to make appear as by this Court shall be directed

By P B Hale
his Atty.

Transferred July 27. 1840
S. M. Lain & Co.

Filed and recorded August
3d 1840 in vol. 9 page 266 & 7
P. B. Smith
Recorder

Recorded

Rec'd this book
Fees paid

A. CRIHFIELD PR. Middleburg, O.

THIS INDENTURE,

MADE this 15th day of January in the year of our Lord, One Thousand Eight Hundred and forty-one BY AND BETWEEN Joseph C. Phifer and Charity Phifer his wife, of the County of Union and State of Ohio of the first part, and Arthur Crihfield of the County of Logan and State of Ohio of the second part, WITNESSETH, that the said party of the first part, for, and in consideration of the sum of Two thousand four hundred dollars lawful money of the United States, to them in hand well and truly paid, by the said party of the second part, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents DO grant, bargain, sell, alien, release, convey, and confirm unto the said party of the second part, his heirs and assigns forever, ALL that tract or parcel of land lying on Mill-Creek, Union County O. being a part of John McLane's Survey, No. 3480, Virginia Military — Beginning at three sugar-trees in the South line of David Duncan's Survey, No. 3444 — Thence S. 10° W. three hundred and thirty-four (334) poles to two hickories and a lynn. Thence, N. 83° 50′ W. one hundred and forty (140) poles, to two beeches and a maple. Thence N. 10° E. three hundred and thirty-four (334) poles, to two buckeys and an elm. Thence S. 83° 50′ E. one hundred and forty (140) poles to the beginning, containing and to contain Three Hundred and three Acres, be the same more or less.

AND ALL the estate, right, title, interest, claim and demand whatsoever, of them the said party of the first part either in law or equity, of, in, and to the said premises, and every part thereof; TOGETHER with all and singular, the privileges and apurtenances to the same belonging, or in any wise appertaining; And the rents, issues, and profits thereof; TO HAVE AND TO HOLD the premises hereby bargained and sold, or meant or intended so to be, with the apurtenances to the only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever, and the said Joseph C. Phifer and Charity his wife for themselves, their heirs, executors and administrators do ~~promise, covenant and agree to, and with the said party of the second part~~ his heirs, executors, administrators and assigns that they, the said Joseph C. Phifer and Charity his wife, are the true and lawful owners of the premises hereby granted, and have good right full power, and lawful authority to sell and convey the same in manner aforesaid, and that the same premises, with their apurtenanaes, are clear of, and free from all incumbrances except as hereinafter specified; whatever, AND FURTHER, that they the said Joseph C. Phifer and Charity Phifer his wife for themselves, their heirs, executors, and administrators, will WARRANT AND FOREVER DEFEND the aforesaid premises, with thier apurtenances, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, against all the lawful demands of all persons whatsoever, except a judgment in the Union Co. Court in favor of Mr. Kirk.

IN WITNESS WHEREOF the said Joseph C. Phifer and Charity Phifer his wife, parties of the first part, have hereunto set their hands and and seals the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF

R. T. Ferguson

John Underwood Jr

Joseph C. Phifer (Sea C)

Charity Phifer (Sea C)

THE STATE OF OHIO Logan COUNTY, ss.

I John Underwood Jr a Justice of the Peace in and for the County aforesaid, do hereby certify, that Joseph C. Phifer and Charity Pehfer his wife personally appeared before me, and acknowledged the Signing and Sealing of the above Deed of conveyance to be their act and deed for the purposes therein expressed; And the said Charity Phifer being by me examined separate and apart from her husband, and the contents of said deed being made known and explained to her, declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith. In testimony whereof, I have hereunto set my hand and seal, this 15th day of January 1841

John Underwood Jr J P

Served on me Oct. 12. 43
7 o'clock PM
P B Loule atty
for Compt'd

Attest Copy filed
by
Order of Benard

Arthur Critchfield
vs
John A Bryan et al

In Chancery. In Common Pleas
Union County. Ohio.

The complainant or his attorney will take notice that depositions will be taken to be read on hearing of the above case, by the Defendants, - before and at the office of David Danforth a justice of the Peace, in and for the township of Liberty, County of Union. Ohio. on the 13th day of October 1843 between the hours of 9 A.M. and 9 P.M.

Dated October 12th 1843

John A Bryan et al
By his Attys
Chorry & Allison

I hereby certify that the within deposition was sealed up by me and that the following is the fees

Justice fees

3 subpoenas —	.37½
Deposition	5.6
Swearing witness	0.4
Witness fees	.75
Cost on three subpoenas	1.00

David Danforth J P

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

Filed Oct. 14th 1843
John Cassil Clerk

Opened at the request of Mr Cole attorney for Deft
John Cassil Clerk

Deposition of a witness taken in a cause pending in the Court of Common Pleas, in and for the County of Union, and State of Ohio, wherein Arthur Crihfield is complainant and John A Bryan & William W Steele are defendants, in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Present, C M B Allison Attorney for Defendants.

David H Hathaway of the County of Union, Ohio. of lawful age, being first duly affirmed by me as hereafter certified deposes and says, that. Some time in the Spring of 1841 he was security for Joseph C. Thifer for a considerable amount to Hiram Beal that an Execution issued by order of Samuel Kirk to whom the said Notes was transferd by H. Beal that the Sheriff waited upon witness with said Execution that said Sheriff agreed to give an opportunity to find property belonging to said Thifer witness then began to inquire about a tract of land upon which Sd. Thifer lived and which land deponent believes is the same tract mentioned by Complainant in his bill deponent found out that Thifer had a deed for said land but heard that Arthur Crihfield the Complainant had received a deed from Thifer for said land, deponent some time after fell in Company with said Crihfield who told me in substance as follows, as near as I can recolect Crihfield remarked to me that the Kirk execution would not hold that he (Crihfield) had a deed from Thifer for the whole witness told him he did not come for his deed that it was not given untill after the Judgment was rendered upon which said Execution issued that said Judgment was a lien upon said land and would hold it Crihfield then remarked that he told Thifer at the time the deed was made that he was too late to save his land

Afterwards in an other Conversation he (Brickfield) wanted me to find a merchant for said land as he wanted to pay all Thifer just debt and either in the same conversation or subequent witness asked whether he considered Bryans a just debt he replied that he thought Bryan should be satisfied with getting his land back again without looking for any more, In some one conversation Brickfield told me he intended to pay all Thifers just Debts upon being warned by witness that he might get himself in difficulty about od land he remarked that he did not take it to keep it from paying Thifers just debts but only to keep it from being sacrificed. Brickfield stated that the amount Thifer owed him was about one hundred and thirty or forty Dollars as near as I can recolect and it was to prevent it from being sacrificed that he took said land witness is certain that all of said Conversations were after the date of said Deed from Thifer to Brickfield witness has no evidence to believe any thing else than that the sale between said Thifer and Brickfield for said land was a sham and the deed fraudulent and so believes David H. Hathaway

I David Danforth a justice of the peace in and for the township of Liberty in the County of Union Ohio do hereby certify that the above named David H. Hathaway were by me first duly affirmed to testify the truth the whole truth and nothing but the truth and that the foregoing deposition by him subscribed was by me reduced to writing and was taken at the time and place specified in the indorsed notice between the hours of seven and nine at eve P.M.

In testimony whereof I have hereunto set my hand this 13th day of October 1843

David Danforth J P

— IV

— The Complainant will except to the reading of this deposition in this case,

1st Because there was no legal notice

2d — " The witness speaks as to his belief and not from knowledge,

Oct 15, 1843

P. B. Teale Atty
for Complt

The above witnesses above were duly sworn before me this 15th day of April 1844

George W Henry J.P. (Seal)

- We agree that these Depositions shall be received in evidence in this case without further certificate

April 18th 1844

P.P. Bleale Atty for Complt.
W.B. Allison
for Def

A Griffield vs John A Bryan	
Justice cost writing	
Deposition	1.12½
Subpoena	12½
Swearing 2 Witness	8
	$1.33

Depositions of
G. H. Frankum &
Silas Lightner

A Griffield
vs
Bryan et al

Filed April 16. 1844
John Orbit Clerk

The Defendants by his counsel objects to the reading of the Deposition of Andrew Thompson in consequence of interest. as the witness states he now holds the land in controversy by a deed from Griffield the Complainant.
But if read. he objects to those Questions & answers
have "objected too. written at the Close

Atty for Def
W.B. Allison

Depositions of of witnesses taken in a cause pending in the Court of Common pleas in Chancery sitting in & for the County of Union and State of Ohio. wherein Arthur Crichfield is Complainant & John A. Bryan & Mary Steele are Defendants - in pursuance of the agreement of the Attys of the parties here present, - this 18th day of April 1844.

For Complainant

Andrew H Thompson of the County of Union, of Sanfordage being first duly ~~sworn~~ affirmed by me. as hereafter certified. deposes as follows:

Question by Complainant - Do you know any thing, concerning the purchase by Arthur Crichfield of J C Phifer - the Land that is now in dispute between said Crichfield & Bryan in the present Suit, - If so. tell what you know of the said Crichfield paying the said Phifer for the same,

Answer by witness

I know Crichfield did buy some twohundred and 89 Acres of land of J. C. Phifer for I saw the deed for the same, Before Crichfield Bought the land, in conversation with me, he ~~told~~ told me he had paid out a quantity of money for Phifer. and was uneasy for fear he would loose it, he then brought an account from the room of several items from the amount of $1,50 to $5 and up as much as $75,00 the whole account I did not cast up I suppose the amount would be some $200,00 - Objected to

~~He also tells me~~ John Shirk was about to sue Phifer for a Note of $179,77 and ~~he was think~~ if Crichfield was to see it paid if said shirk would let it rest, it was afterwards aplied by Crichfield to pay ~~shirk~~ Phifer in part for the land

Question by Compt. - have you heard Phifer at any time say any thing about the first act you speak of, whether it was correct or not. Answer I have heard him say it was correct

Objected too by Def Counsel

Brought over

question by same — Do you know of Crichfield becoming responsible to pay any other of Phifer's debts, if so name them, & the amounts,

Answer I know Crichfield paid $166,00 to a Mr Carpenter that Mr Phifer owed

I also know of $100,00 that Crichfield and James Austine paid for Phifer as a security to a man About Urbana — Question by Same — ~~Have you heard any thing from~~ Have you understood that ~~Phifer~~ Crichfield paid a debt agaunt Phifer from Clinton County. ~~If so how much did you understand it to be~~. ~~I heard David A Thatcher say he~~

Question by Same — ~~Do~~ you know how the balance was to be paid by Crichfield to Phifer for said Land,

Answer I heard Phifer say he had received payment in full from Crichfield Objected too by Deft Counsel

Question by Deft Counsel — Might not all or most of the above claims ~~that~~ you say were paid by ~~Phifer~~ Crichfield, been paid really by Phifer — through Crichfield — for deception

Answer I Believe Not ~~A.A. Thompson~~

question by Complaint.

Do you know the land unt which you have been above testifying about, to be the land now in Controversy between Crichfield & Byan —

Answer I know this to be the same lot of land Containing 303 Acres it had generally been understood to have been 289 Acres but having been again run over has held out 303 Acres

I have this said lot of land in possession by a General Warrenter deed from A Crichfield A.A. Thompson

For Defendant

Also at the same time & place, and in pursuance to the said agreement of Counsel - Silas G Strong of lawful age - being first duly sworn by me as hereafter certified - deposes as follows -

Question by Defendants Counsel - Did you ever hear the complainant Brihfield deny owning any land in Union County Ohio - if so - when - state all you know about it -

Some time in 1842 I heard A Cichfield Say he Had no Land in Union County Except about thirty five or thirty Eight acres - and at the time he told me where that tract was - which I cannot recollect

Question by Defendants Counsel - from your recollection of the description he Brihfield gave do you think it was any part of the Land now in controversy in this suit -

I am pretty sure it was not but think - the Land was in the Same original Survey - it was in the Neighborhood -

Question by Def - Do you know whether it was before or after the Sale from Phifer to Brihfield -

I heard of the Sale of Phifer to Cheffield and this Conversation was introduced by myself on account of hearing of Said Sale - as I proposed to Mr Cheffield that I could Levy on his Land in Union Co. to Satisfy an Judgement I had against him -

Silas G Strong

Chancery Case File

Case No. 1843-CH-0005

No. 43-CH-5

Union Common Pleas Court.

W W Woods

Plaintiff,

AGAINST

John Dooley et al

Defendant.

OCT 1844

Judg vs Defendt

No Record.

Journal 3 Page 254

Record No. 4 Page 328

Ex. Doc. Page

they have been engaged by said counsel, and that effort,
and that your orator is desirous said mortgage
premises to be sold, & the proceeds thereof, applied to
the payment of your orators principal and
interest aforesaid, and will forever pray &c
such other further relief as Equity and your
conscience may require, and your orator as
in duty bound will ever pray &c

Bloch & McClanahan Sol's
for Complainant

Union Com. Pleas

W W Woods

vs } Bill in Chancery

Robson L Broome et al

Filed April 5, 1843.
John Cassil
Clerk.

Sub. ans. Smith
no mortgage on file?

Copy to Broome $1.41

By P. Bloch
And McLanahan

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

Your orator William W Woods of the County and State aforesaid, represents, unto your honors, that on the 17th day of January A D 1839 one Levi Autrim then of the County aforesaid, (But since gone to parts unknown to your orator) seized in fee simple of the following real estate to wit, Situate in the town of Marysville said County, And known and described on the recorded plat of said Town as Jn Lot No 18 (Eighteen) And the said Levi Autrim then and there being indebted to William Tharp, as evidenced by six several notes of hand as follows to wit, one for 40 $ due & dated the 31st Dec. 1838, 2d same date, for 121 $ due three months after date, 3d same date, for 121 $ due six months after date, 4th same date for 121 $ due twelve months after date, 5th same date for 121 $ due fifteen months after date, 6th same date for 121 $ due And the said Autrim then and there being also indebted to Stephen McLain by two notes as follows, 1st for 194 $ due then 2d for 19 $ date August 27th 1837, due six months after date, All of which claims, were to be secured, by a joint mortgage to the said Tharp & McLain ~~to them~~ on the above premises, and a large amount of personal property, described in said Mortgage And the said Autrim and Mary his wife by their deed duly executed delivered & dated on the 17th day of January 1839, Conveyd the same to the said William Tharp and Stephen McLain, subject nevertheless to a condition of defeasance, viz: to the payment of the above described notes to the said Tharp and McLain as they became due, And also Save the said Tharp and McLain clear of damages, in consequence of being bail for the said Autrim on the Docket of James Palmer Esqr

to the amount of 6 4.$ 56.c.5 m. all of which will more fully appear, by reference to said deed of mortgage, which is herewith filed and made a part of this bill, Your orator further represents that on the 5th day of March 1839 your orator bought said deed of mortgage of the said ~~Thacp and~~ Thacp & McLain, and took a written assignment on the back of the same of all their interest and title therein, - Your orator represents that said Antrim paid said McLain about two hundred dollars before your orator bought the same, - And has since paid to your orator about Four hundred and fifty dollars, said last payment being an equity held by said Antrim to Jn Lot No. 69 in the Town of Mansville, which he sold to your orator on the day of 1839 to apply as above. To get which a payment of 43$ more than he agreed to, making in all about 650$ paid, except the said 43$ still leaving due your orator of principal and interest about four hundred dollars. Including the said Judgement on the Docket of James Lunn amounting to 70$ which your orator was compelled to pay - whereby the legal estate in said premises became vested in your orator subject nevertheless in equity to redemption on payment of the principal and interest due, and to become due. But the said Antrim has failed to do any further than as above set forth. - But has combined with one Peyton B. Smith and Isaiah Mahaffey to defeat your orator out of his claim on said Lot No. 18. (Eighteen) And to accomplish that object, your orator charges that the said Smith, with (a full knowledge of your orators rights in the premises) together with the connivance of the said Mahaffey & Antrim, bought, or pretended to buy, an old claim, the said Mahaffey held on said lot, which claim consisted ~~consisted~~ of a contract entered into by the said Antrim & Mahaffey

sometime previous to the date of the aforesaid Mortgage, whereby the said Autrim was to sell. Mahaffy the premises in question, on which contract, the said Mahaffy paid little or nothing, and which was forfeited by non-payment, your orator further charges, the said Autrim, on the 16th day of March 1839 executed a deed to the said Smith for said lot, and afterwards on the 16th day of March 1839 the said Smith executed to Autrim a mortgage for the same, to secure the payment of the purchase money, no part of which, the said Smith has paid, or but a very small portion, if any. And has had possession of said premises ever since, for more than four years, during all of which time, he has had the use & profits of the same, to a far greater amount in value, than what he has paid of the purchase money. Your orator further represents that the last mentioned mortgage is now claimed by one Robson L. Broome who has an assignment of the same from said Autrim, your orator here charges that the said Broome took said Mortgage with a perfect knowledge of all the circumstances set forth in this bill. Your orator further represents, that the said Smith for the purpose of ~~throwing~~ involving this matter in still greater confusion, gave a mortgage on said lot to one John Donley and others, bearing date 17th June 1839. All of which matters and things are contrary to Equity and good conscience, your orator therefore prays, that the said Peyton B. Smith John Donley & Robson L Broome, be made defendants hereto, that the writ of subpoena be allowed to issue against them, And that on final hearing your honors, will order an account to be taken of what is due to your orator for his principal and interest aforesaid, and that an account be taken of the worth of the rents & profits of said premises during the whole period

Union Co Ohio

N. W. Woods

vs

R. L. Broomsto

Masters Report

Fee $3.00
Dep. 31
Witness 50

Filed April 16, 1844
John Cassil Clerk

Wm W. Woods
-
R. S. Broome
P B Smith &
John Donley

In Chancery

The Report of W. W. Steele, to whom this case was refered as Special Master in Chancery, for the purpose of stating an Account between the parties, persuant to the interlocutory Decree, rendered at the October Term AD 1843.

From the Testimony in this case, contained in complainants Bill, And the Deposition of James Turner There is due Complainant. Four hundred dollars, with interest thereon from the 5th day of April AD 1843.

There was a contract between Levi Antrim and Isaiah Mahaffy. - on the 13th day of April AD 1837. for In lot No 18. in the Town of Mansville, for which he was to pay $300.00 - The proof of this, is contained in Smith's Answer,

Peyton B Smith purchased of the said Mahaffy his interest in said Contract, on the 4th day of March 1839.

Peyton B. Smith has not paid any thing on the Contract, since he purchased of Mahaffy. - - - - - - But Executed to the said Antrim a Deed of Mortgage to secure the payment of $175.00, to the said Antrim, having Recd of said Antrim a Deed in fee simple for said lot on the 16th day of March 1843. - - - Smiths Answer says, the Mortgage was executed to secure the sum of 275$. But the Records of said Mortgage shows it to have been for. only $175.00

The Rents of said Lot No 18. and its appurtenances have been worth to said Smith and Mahaffy, twenty dollars pr year, making the sum of One hundred and Forty dollars for the whole time, of 7 years, one year and 11 months occupied by Mahaffy + the remainder by Smith

Mahaffy is one of the witnesses to the Mortgage, executed by the said Antrim to the said W. W Woods.

All of which is respectfully submitted

W. W. Steele ~~Master~~ in Chancery

Union Com Pleas

W W Woods
vs
R L Broom
P B Smith &
John Doulty

Order of Reference

Filed April 16, 1844
John Cupsil Clerk

Union Court of Common Pleas October Term AD 1843

W W Woods
vs
Robson S Broome
Peyton B. Smith &
John Donly

In Chancery

This cause came on to be heard upon the bill of complainant and the answer of Peyton B. Smith. on consideration whereof it is ordered that this cause stand referred to W W Steele Master Commissioner of this Court, who is hereby appointed Special Master Commissioner for that purpose to take and state an account of what is yet due the complainant on his said Mortgage and also if there was a contract for the sale of said Mortgaged premises to Isaiah Mahaffy, and if so what amount the said Smith paid on said Contract if any, And what the rents of said premises have been worth to the said Smith and Mahaffy

And it is further ordered that the said Master Commissioner proceed to take said account at the request of either party, giving the adverse party ten days notice of the time and place of commencing the same. — And it is further ordered that the said Master Commissioner make his report in the premises, at the next term of this Court to which time this cause is continued

The State of Ohio } I John Cassil Clerk of the Court of Common Pleas within and
Union County, ss. } for the said County of Union 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 16th day of January AD 1844

John Cassil Clerk

W. W. Wood
vs
R. L. Broom

13260

137

Precipe for Order

11

W. W. Woods
vs
R. L. Broome et al

In Chancery
Decree for the Sale of a Lot No 18
in Marysville

— Issue an order for the Sale of the above premises to W. W. Steele Master Commr
To John Carrel Clerk
August 27th 1844

Cole & Lawrence
Attys for Complt.

Union Com Pleas

W. W. Woods

~

R. J. Broome et al

Dep. of J. Turner. befor
Master

Filed April 16. 1844
John Capil Clerk

W. W. Woods
vs
P. B. Smith
R. L. Browne
& J. Dowdy

In Chancery
on Reference to W. W. Steele
Master Commissioner

Deposition of James Turner of the County of Union of Lawful age. Taken before said Master April 10. 1844. by agreement of parties to the above cause

There was a Judgement entered upon my Docket on the 11th day of January A.D. 1839. for $64.09. against Levi Antin. Wm Sharp & Stephen McLain became Bail for Stay of Execution, -- I am under the impression that the Judgement was paid by W. W. Woods., there is nothing on Docket to show this fact,

question by Complainant, -Do Know the House & Lot which P. B. Smith now lives, (being part of lot No 18 in the Town of Maysville) If so what is the rent of said property worth by the year,

Ans: I know the house and Lot. Smith lives in. It is worth about twenty dollars pr year. — & further Saith not

James Turner

I. W. W. Steele Master in Chancery of Union County do hereby Certify that the above named James Turner was by me first duly Sworn to Testify the truth the whole truth and nothing but the truth and that the foregoing Deposition by him Subscribed, was reduced to writing by me and was taken at the time Specified. In Testimony whereof I have hereunto set my hand this 10th day of April A.D. 1844

W. W. Steele Master in Chancery

26
15
78
26
588

Union Common Plea

Wm. W. Woods

vs

R. L. Broome, et al

Acknowledge service

D B Smith

John Donley.

R L Broom

Served as per acknowledgement above April 6. 1843 W W Steele Sheff

Serv	75
Mile	5
	80

Filed April 6. 1843.

John Cafin Clk

State of Ohio Union County ss:

To the Sheriff of said County Greeting

We command you that you summon Robson L Broome, John Donly and Peyton B. Smith to appear before our Court of Common Pleas, of the County of Union at the Court House on the first day of next term to answer a petition in chancery exibited against them by William 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, John Capsil, Clerk of said Court at the Court House in Marysville this fifth day of April A. D. 1843

John Capsil Clerk

in 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 $. pr month or at that rate rent

Stephen McLain
William Thorp

I agree all my right in the of the within Mortgage to William McLain
Stephen McLain

Mortgage
McLain & Thorp

Filed for record January 17th 1859 at 9 o'clock P.M. and recorded on the 18 instant at 11 o'clock A.M. in Vol. 5 Page 95 & 96
O. Schmitt Recorder M.C.

Mortgage Lien

Mortgage Book 5th
The State Record of Deeds
The within Mortgage to William M. McLain
William Thorp

This indenture made this 17th day of January 1839. between Levi Antrim of the part and William Tharp and Stephen McLain of the second part witnesses that the said Levi Antrim has this day sold granted bargained and conveyd 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 privileges 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 and theirs and assigns forever and the said party of the first part covenants that he will and his Heirs &c shall for ever warrant and defend to 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 gilt Looking Glass at 18 $. one set of fancy Chairs 15. $. with rattan bottoms one pair Brass Andirons. and Shovel and Tongs. 3 $. one Bureau 12 $. one desk 20. $. 3 French Bed steads at 5. $. each one fine carved post bedstead 15 $. 9. feather-Beds and pillows at 7. $. each. 11. Straw ticks at 15. $. all-8 bed comfortables at 25. $. together. 8 quilts at 25 $. one large kettle and Bails at 6. $. all exclusive of the sum of the realty mentioned above to have and to hold the said goods and chattels to them and their heirs and assigns forever. In witness whereof the said parties 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 proviso and no other. To wit 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 these sums (to wit) one for 40$ due and dated 31. December 1838. 2nd same date for 121$. due 3 months from date. 3rd same date 121.$. due 6. month from date 4th same date for 121.$. twelve days months from date 5th same date for 121.$. due 15. month from date. all made payable to O. B. Cassile. And also is indebted to the said McLain in the amount of 2. several notes of hand the 1st for 194.06$. due some time since 2nd for 19.76.$. 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 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 2nd party clear of damage in consequence of said Bail then this deed to be null and void otherwise to remain absolute

Signed seal and delivered in presence of us

P. Mahaffey
James Turner

Levi Antrim (Seal)
her
Mary x Antrim (Seal)
mark

State of Ohio
Union 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 explanation by me said She did sign the same voluntarily

January 17. 1838

James Turner J P

In Union Common P

W W Woods.

vs

John Donley et al

Smiths Answer

Filed June 19th 1832
John Cassil
Clerk

Cost Bill made

On Report for
Deere

Recorded in Book 4 pages 328 29
30. 31, 32, 33, 34, Com Pleas Records
of Union Co Ohio John Cassil Clerk

Recorded

Allison & Dale

The separate answer of Peyton B Smith to a bill in Chancery exhibited against him and others by William H Woods in Union County Court of Common Pleas

And the said Peyton B Smith now comes and for answer to said bill or so much thereof as he is advised it is material for him to answer answereth & saith. That in April 1837. said Antrim was seized in fee of said Lot No 18. discribed in Complts bill. That on the 13th day of April 1837. The said Levi Antrim sold said Lot No 18. by title bond to one Isaiah Mahoffey for the sum of three hundred dollars made payable in five several notes of hand. thereupon the said Antrim immediately put said Mahoffey in possession of said lot under said contract for the sale thereof. who remained in possession until March 1839. When said Mahoffey having paid said Antrim about dollars as part of the purchase money and being unable to pay the remainder made application to respondant to purchase his interest therein. That on the 4th day of March 1839. Respondant did purchase the interest of said Mahoffey in said lot took an assignment of the title bond executed by Antrim to Mahoffey and on the 16th day of the same month said Antrim executed to respondant a deed for said Lot. and respondant executed to Antrim a deed of Mortgage to secure to Antrim the sum of 275$ the unpaid ballance of the purchase

of the original purchase money, Respondant
charges that at the time said Mortgage
described in complts bill from Antrim to
McSain & Thorp was executed it was a
matter of public notoriety and known to them
both that Antrim had long previous told the
same to said Mahoffey — and the said Wood
had due notice of all & singular the condition
thereof previous to his purchase of the interest
of said McSain & Thorp in said Mortgage
That neither the said McSain nor the said Thorp
nor said Woods have taken any legal or equitable
steps to turn the payment of the said purchase mon-
-ey to the liquidation of the debts described in
then said Mortgage but have suffered the
same to ~~remain~~ be paid by respondant or to
pass into other hands. although they had due
notice of all the said several proceedings &
the indebtedness of respondant to Antrim
Respondant denies that the contract between
Antrim & Mahoffey was at any time forfeited
for non payment or ~~from~~ any other cause but
the same has been obligatory from ~~the~~ its exis-
-tence as respondant believes — Respondant
admits the Mortgage to John Donley & H
Bates but denies that the same was done to
involve the subject in mystery but for an
honest & legal purpose Respondant denies
all fraud or combination of any kind
& prays to be dismissed with his
costs in this behalf most unjustly expended

Allison & Hall
Attys for Ptff

State of Ohio Union County ss

Peyton B Smith being duly sworn deposes and says that the several matters and things stated by him in the above answer as from his own knowledge are true and as from the information of others he believes to be true

P B Smith

Sworn & subscribed this 19th day of July 1843 John Cozad Clk

W W Woods
vs
John Donly et als

Precipe for Order

Filed May 23d 1844
John Cassil Clerk

Wm W. Woods
vs
Peyton B Smith
Robson & Broome et
als

Decree at the April
term 1844.

Clerk will issue
an order of sale
in the above case in accordance with
the decree.

Wm C Lawrence
Sol for petitioner

Rec'd this order Aug 29. I offered the property for sale at the door of the Court House in the Town of Mangville on the 30. day of Sept 1844. having previously advertised according to law, - and having the same appraised by the Oaths of J. Leonard Geer & Turner, & J. Leul, at 140$. and the same being so exposed was sold and struck off to Mr W Woods, for the sum of 95$ he being the highest and best bidder and that being 2/3 of the appraised value thereof

W. W. Steele Sheriff & Special Master in Chancery

Serv	35
Mile	.05
Adv	25
Pound	1.90
	2,55
Pr. fee	1.25
	3.80

Appraisal fee $1.50

Union Com Pleas

Wm H. Woods

vs

Wm Dooly et al

Order

Filed Oct 2. 1844

John Lewis Clk

Compared & Sealed

Seal

The State of Ohio } I John Cassil Clerk of the Court of Common Pleas within
Union County ss } 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, at the April Term thereof AD 1844, To wit;

W H H Woods } April 18. 1844
vs } In Chancery
John Donly et als } This case came on to be heard upon the Bill, answer of Defendant Peyton B. Smith, Testimony and report of the Special Master hereinbefore appointed, and the said Robson L Broome and John Donly still failing to appear, plead, or otherwise defend, it is ordered by the Court that the allegations in said Bill contained be taken as confessed against them, Whereupon the Court do find that there is still due the Compt on his said Mortgage the sum of four hundred dollars, that there is still due Antrim on the Contract of sale made to Mahaffy prior to the Execution of Compts Mortgage one hundred and seventy five dollars, with its interest since due amounting to forty five dollars, it is therefore ordered, adjudged, and decreed that the said defendants or some one of them pay or cause to be paid to Complainant the sum of one hundred and seventy five dollars afore said with its interest of forty five dollars within sixty days from the rising of this Court and that in default of said payment it is further ordered, adjudged, and decreed that the contract existing between the said Antrim and Mahaffy originally but now between the said Antrim and his assignee be recinded and declared utterly void, and it is further ordered that in default as aforesaid that Wm H Steele Special Master Commissioner proceed to sell the premises to wit; in Lot No 18 (eighteen) in the Town of Marysville for the discharge of the amount found so due as first above on the Mortgage of Compt as upon execution at Law, and that he make return of his proceedings herein to the next term of this Court, and it is further ordered that the Defendants pay the costs of cause including three dollars fee for the Special Master in this behalf, within sixty days or that Execution issue therefor

Notice of Appeal by Defendants

In testimony whereof I hereto subscribe my name and affix the seal of said Court this 29th day of August AD 1844

John Cassil Clerk

Chancery Case File

Case No. 1843-CH-0006

No. 43-CH-6

Union Common Pleas Court.

Nancy M. Pitire
Plaintiff,

AGAINST

Constant Bacon et al
Defendant.

OCT 1843

No Record.

Dismiss at pltfs cost

Journal 3 Page 174

Record No. Page

Ex. Doc. Page

In Union Common Pleas

Nancy McIntire
vs
Constant Bacon
Simon Phelps
Horace Phelps et al

Bill in Chancery

No 38

Filed April 13, 1843.
John Cassil,
Clerk.

By Allison & Hall Sol.
per Complainant

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

Humbly complaining your petitioner Nancy McIntire of the County of Union and State of Ohio represents to the Court that on the eighth day of August A.D. 1836, William McIntire (then of this County) departed this life, leaving four minor children, viz, Nancy McIntire aged eight years and six months, Hannah McIntire aged six years and nine months, Armadilia McIntire aged five years and three months, and Prudence McIntire aged three years and three months,

Your petitioner further states, that she was the Mother of the said William McIntire deceased, and that from the time of the death of Rebecca McIntire (to wit, June 24th A.D. 1834) who was the wife of said William, and the Mother of said Minor children, your petitioner had by agreement with the said William, and at his request, resided with him (the said William) and had the care and attention of his said children, until the time of the death of said William McIntire as above stated,

Your petitioner further states that the said William McIntire died seized in fee simple, of the following tract or parcel of land to wit, Lot No 24 containing sixty one and one half acres, part of survey No 5506 of 1796 acres, begining at 2 elms and a white oak, thence North 80 degrees east 160 poles to 2 beeches and an Iron wood, thence South 10 degrees east 62 poles to two beeches a sugar and a hickory, Thence South 80 degrees and 15 minutes west 160 poles to a beech sugar and Ironwood, Thence North 10 degrees west 61 poles and 5 links to the place of begining, said Lot or parcel of land, was entirely unencumbered, and that said William with his family resided on said lot of land up to the time of his death,

Your petitioner further represents and states to the Court that the said William McIntire in his last sickness and upon his death bed,

declared it to be his will, and particular request, that your petitioner would continue to live with his (the said William's) said children, and maintain and educate them, the said children, and in consideration thereof your petitioner was to remain on said lot of land, to have the whole control, and all profits and benefits arising from said land, also all the household and kitchen furniture, tools and implements of agriculture, all the stock upon said lot of land &c belonging to said William, to have and to hold all the aforesaid privileges during her natural life.

Your petitioner further states, that in accordance with said last mentioned request, your petitioner continued on said lot of land, paid all taxes, expences of farming, firing and raising stock &c to a large amount, to wit $200.00 paid debts existing against the estate to the amount of about $100.00, Educated, clothed and maintained in sickness and in health, said Minor Children at great expence, to wit, about five hundred dollars, Expended in money, labour &c a large amount to wit $300.00 in clearing, fencing, building houses, and otherwise improving said farm.

Your petitioner further represents and states to the Court, that two of the aforesaid children viz Nancy McIntire and Hannah McIntire having arrived at that age which allows minors by law, to chose for themselves, Guardians, were persuaded by one Simon Phelps (whom your petitioner prays may be made a defendant to this bill) and others, so to make choise. That said Nancy and Hannah did, by being so persuaded at the April Term A.D. 1841 of the Court of Common Pleas in and for the County of Union, State of Ohio, make choise of the said Simon Phelps, as their Guardian. That the said Simon Phelps was then appointed Guardian, by said Court of the aforesaid Arsenadilia McIntire and Prudence McIntire. That the said Simon Phelps at the said Term of said Court, accepted the appointment of all four of

the aforesaid Minor Children and gave bond according to law conditioned for the faithful discharge of his said guardianship, and your petitioner further states that all the aforesaid Minor Children were ~~ta~~ torn from her by the said Simon Phelps immediately after his said appointment, to wit about the 20th of April 1841, without her consent and against notice.

Your petitioner further states to the Court that at the November Term 1841 of this Court one Constant Bacon (whom your petitioner prays may likewise be made a defendant to this bill) was appointed and qualified by said Court, Administrator of the estate of the said William McIntire deceased. That immediately after said appointment, said Constant Bacon, against the will and without the consent of your petitioner divested her of all the personal property which came to her possession from said William McIntire, together with the increase of stock raised by, and the expenses of living paid by your petitioner out of her private purse, to a large amount in value to wit two hundred dollars.

Your petitioner further states that the aforesaid Simon Phelps at the April Term of this Court for 1842 recovered a judgment against and ejected your petitioner from the aforesaid lot or parcel of land thereby making her liable for the payment of a large amount of costs to wit $50.00.

Your petitioner further states that at the August Term 1842 of this Court the said Simon Phelps (as Guardian aforesaid) settled with the Court (minor children) and resigned his said trust. Whereupon the aforesaid Nancy McIntire and Hannah McIntire made choice of Horace Phelps (whom your petitioner prays may likewise be made a defendant to this bill) as their Guardian, and the said Horace Phelps was at the

same term to wit August Term 1842. appointed by said Court Guardian of the aforesaid Armadilia McIntire and Prudence McIntire, and the said Horace Phelps accepted the appointment and qualified himself (by giving bond &c.) as guardian of all four of the said minor children. That the said Horace Phelps still is the Guardian of said minor children and has continued and still continues to keep said minor children from your petitioner.

Your petitioner further states that at the time of the death of the said William McIntire, the said Simon Phelps, Horace Phelps, Constant Bacon and all the relatives and others interested, were satisfied and consented, to your petitioner taking said minor children with the said lot or parcel of land and personal property belonging to the estate of the said William McIntire deceased as above stated, Nor they continued so satisfied until said minor children arrived at that age and of sufficient strength to be of some service, when they were torn ~~from~~ and persuaded from your petitioner as before stated in this bill, and your petitioner prays that said minor children viz- Nancy McIntire, Hannah McIntire, Armadilia McIntire and Prudence McIntire may be made parties defendants to this bill of your petitioner.

In tender consideration whereof, and inasmuch as your petitioner has no remedy by the strict rules of law your petitioner prays that said Simon Phelps and Horace Phelps, for themselves and said minor children and said Constant Bacon, may be compelled to answer under their corporal oaths, all and singular the matters and things charged in this bill as specifically as if the same were put by specific interrogatorys. That an account may be taken and said defendants, on the final hearing be decreed ~~compelled~~ to pay out of the estate

of the said William McIntire deceased, unto your petitioner all said several sums of money charged in this bill, or such part thereof as may be deemed by the court just and equitable, and your petitioner further prays for such other and full relief as equity and good conscience may require in the premises, and your petitioner will ever pray &c

Allison & Hall Sol
for Complainant

To John Caspil Clerk.

Issue subpoenas for Constant Bacon, Simon Phelps, Horace Phelps, Nancy McIntire & Hannah McIntire, Armedilia McIntire and Prudence McIntire, to be and appear at the next term of the court of Common Pleas, to answer unto Nancy McIntire in a bill of Chancery filed against them

Allison & Hall Sol
for Com

~~State of Indiana~~
~~Kosciusko County~~

Nancy McIntyre
vs
Constant Bacon
Simon Phelps
Horace Phelps
Et al

In Chancery. In the Court of Common Pleas of Union County, Ohio

The Deposition of Jesse Butcher of Kosciusko County State of Indiana, taken before me William G. Frank a Notary Public in and for said County On the Sixth day of May AD 1843. between the hours of Six O'clock in the forenoon and nine O'clock in the afternoon of said day in the Town of Warsaw in the County of Kosciusko and State of Indiana, at the Instance and request of the above named Defendants to be read in Evidence On the trial of the above Cause in pursuance of the Notice hereto attached, and at the time & place therein mentioned. the said deponent Jesse Butcher being of lawful age and being by me first duly sworn agreeably to Law to testify the truth the whole truth and nothing but the truth. deposes and says as follows, to wit,

Question first, by Defendants agent Vivian Beck

Are you acquainted with Nancy McIntyre the plaintiff in this Suit

Answer. I am.

Question 2d by same

Was you acquainted with William McIntyre during his life.

Answer. I was

Question 3d by same

Was you acquainted with his minor children at the time of his death

Answer. I was

Question 4th by same

What do you know about Nancy McIntyre the said plaintiff paying ~~paying~~ tax. Expenses of farming Sowing & raising stock for and on

Opened at the request of Defendants June 20th 1843
John Copsie Clk

the farm of William McPhlyn after his McPhlyns death

Answer I know all the money that Jane Nancy McPhlyn the said plaintiff paid out or expended on the farm of the said William McPhlyn deed Originally in and proceed from the stock of the said William McPhlyn deceased

Question 5th by same

What do you know about Nancy McPhlyn the said plaintiff paying the debts of the said William McPhlyn after his decease

Answer I do not know of her paying any of said William McPhlyns debts. the said Nancy McPhlyn told me herself that the debts of William was not paid.

Question 6th by same

What do you know about Nancy McPhlyn the said plaintiff. Educating. Clothing & maintaining the the said minor children of William McPhlyn deceased

Answer. I know that Nancy & Prudence McPhlyn minor children of William McPhlyn lived with the plaintiff all the time from the death of their father up to the time that. Simon Phelps their Guardian took them from her which was about four years & nine months. Ann Armadilla McPhlyn minor child of said William deceased lived with said plaintiff about half the time that said Nancy & Prudence did. during the time that the plaintiff kept said minor children I was ~~[illegible]~~ one of the directors of the School district that said children lived in ~~[illegible]~~ ~~to~~ for two years and all the schooling they received was at the public expense & I frequently visited the residence of said Plaintiff to induce her to send said minor children to school & they was during a considerable part of the time prevented from going to school on account of not being sufficiently clothed as I was informed by Nancy McPhlyn the plaintiff so far as the maintaining of said children is concerned I know that their maintenance was poor & provided from the stock & proceeds of the Estate of their father Wm McPhlyn deceased

Question 7th by same. What do you know about the plaintiff expending money for the support of the said minor children of Wm McPhlyn deceased

Answer I do not know that she ever expended any

Question 8th by same What do you know about the plantiff expending money doing labor fencing building houses & improving the said farm of Wm McIlyre dec'd

Answer Nancy McIlyre the plantiff told me that she had rented the farm to Constant Baron for four years that said Baron was to keep the fences in repair do some clearing & to receive two thirds of the proceeds of said farm and the plantiff was to receive the remaining third, & take his pay off of the plan for doing the labor done by him on the plan. So far as I know I do not know that said plantiff done any labor on said farm or expended any money towards improving said farm but on the contrary the sale of rails off of the plan that had been made by William McIlyre during his lifetime

Question 9th by same What quantity of real & personal property did William McIlyre own at the time of his death

Answer about seventy acres of land ~~clear~~ ~~land~~ clear of any incumbrance to my knowledge I think he had a team & two colts two cows the yoke of oxen one cart one plow log chain some hogs but cannot say the number, house hold & kitchen furniture such as is common for a man in ~~ordinary~~ ordinary circumstances all of which property the said plantiff took & held the control of as her own property used & sold the same & converted it to her own use at pleasure

Question 10th by same What do you know about the relations of the minors you have been telling about being satisfied with said minors remaining with the said plantiff

Answer They was not satisfied and objected for reason that said minors had not sufficient

clothing & that they was poorly fed was taught vices & not morally Educated.

Question 11th by same

What do you know about the plantiff compelling Nancy one of the same minor children to have criminal connection with her the said plantiff Don. Stewart McCarty the uncle of the said minor

Answer I ~~was~~ called this two several mornings at the house of said plantiff & saw the said Stewart McCarty the son of the said plantiff getting out of bed from the said Nancy who was then a minor & report charges the said plantiff with compelling said Nancy the said minor to hold criminal connection with said Stewart McCarty the son of said plantiff

Jesse Butcher

Subscribed & sworn to before me this 6th day of May AD 1843

William G. Wault
Notary Public

State of Indiana
Rosciusko County

I William G. Wault a Notary Public in and for said County certify that the above named Jesse Butcher was by me duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing deposition of him subscribed was reduced to writing by me and was taken at the time and place specified in the enclosed notice

In testimony whereof I have hereunto sign my name and affix my official seal at Warsaw this 8th day of May AD 1843

William G. Wault
Notary Public

NOTARY PUBLIC

Notary fees
swearing witness 6
Certificate 25
Seal 25
1000 words 1,25

$1,81 Rec'd pay of this defendant by the hands of Vivian Beck
Wm G. Wault N.P.

Nancy McIntyre
vs.
Constant Bacon
Simon Phelps
Horace Phelps, et. al.

In Chancery:
In the Court of Common Pleas
of Union County, Ohio.

Depositions will be taken in this Case by the defendants before some competent officer, in the Town of Rockford in the County of Winnebago, in the State of Illinois, on the 18th day of May next, between six A. M. and Nine P. M.

Horace Phelps

Dated April 22nd 1843.

Filed Jan 2nd 1843
John Capiel Clk

Nancy McIntyre
vs.
Constant Bacon.
Simon Phelps.
Horace Phelps, et. al.

In Chancery:
In the Court of Common Pleas:
of Union County, Ohio.

Depositions will be taken in this Case by the defendants, before some Competent Officer in the Town of Warsaw, in the County of Kuscius Co, in the State of Indiana, on the 6th day of May next, between six A. M. and nine P. M.

Dated April 22nd, 1843.

Horace Phelps

24040

I acknowledge service C W Allison
June 20. 1843

Sol for Compt

Nancy McGuire } in Chancery
vs } Mion Com Pleas
Horace Phelps et al } for July term 1843

The Complt or her Counsel will take notice that I will proceed to take depositions on the above case before James Lemen J.P. at his office in Marysville on friday next between the Hours of 9 A.M. and 9 P.M. of the Clock on said day

June 20. 1843.

Union Common Pleas.

Nancy M'Intire
vs.
Constant Bacon et al.

Sub poena in Chancery.

Served by Certified Copies on all of the within except Simon Phelps he is not found. April 17 — 1843. W W Steele Sheriff

Serv 1.55
Mile, - 55
Copies - 60
2.70

The State of Ohio, Union County, ss.

To the Sheriff of said County, Greeting:

We command you that you summon Constant Bacon, Simon Phelps, Horace Phelps, Nancy M'Intire 2d, Hannah M'Intire, Armadilia M'Intire, and Prudence M'Intire, 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 their next term at 10 o'clock, A.M., to answer the matters and charges contained in a Bill in Chancery exhibited against them by Nancy M'Intire — and this they shall in no wise omit under the penalty of one thousand dollars: and have you then there this writ.

Witness John Cassil, Clerk of said Court, at the Court House in Marysville, this 13th day of April, A.D. 1843.

John Cassil, Clerk.

Filed June 2th 1843
John Caffee Clk

The Separate answer of Horace Phelps to the Bill of Complaint exhibited against him Himself and others by Nancy McIntire in the Union 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 that the death Heirs and land of the said Wm McIntire are correctly stated as also the relation ship of the Complainant to the said Minors and admits that Complainant lived with the said Deceased from the death of his wife Rebecca but denies that all knowledge of any agreement with the Deceased whereby Compt was to hold any claim on the said Deceased or his estate but always thought and believed that Compts residence there was from filial affection on the part of the said Deceased towards his Mother and herown family of infant Children then living with the said Deceased and that the favor was received and not conferred by Compt on the said Deceased.

. Deft denies all knowledge of any request or desire of the said Deceased authorizing or requiring Compt to keep the personal property, the use of the farm, or to control any thing which was of the said Deceased Deft firmly believes that Decd knew that Compt was when left by him in her indigent circumstances wholly unprepared and unable after taking care of her (Compts) family to look after his orphan Children

This Deft further answering says that he regrets that it was not in the power of Complainant to take some reasonable care of the children of the deceased whilst they remained with her but charges expressly that they were not provided for as to food, clothing, lodging or schooling as their necessities required and that they recieved but little or no schooling for the want of clothes to cover them and more but from public monies and that the children who are cousins to this Deft suffered much ~~suffered~~ for each of the above and most in the ~~cleanliness~~ filthiness of their persons and moral training and character the which this Defendant is forced to believe arose from Compt's neglect. Deft denies all knowledge of the payment of any debt of the deceased by Compt except to a very small amount and those from the property left by deceased a part of which went to Compt's own debt. that Deft knows nothing of the expending of money for physic improving the farm living or rearing of stock for the said Minors but believes that if it has been done the law side of this court will on proof compensate. This Deft further charges that all of the personal property left by said deceased never came to the hands of the Guardian or Administrator and that the rent of the farm left by the Father was in his this Deft opinion far more in value than all the said Minors ever realized for Compt

What is stated in complainants said Bill as to the choice and appointment of Guardians is admitted but this Deft denies any undue or improper persuasion on his part or on

the part of any other person so far as he knows. and also admits the suit in ejectment and its decision as charged but this Deft denies most positively that he ever consented or was contented to have the children remain with Complt or that she (Complt) would have possession of the personally property but charges that he always firmly believed that they (the children) would have been much better off and separated from Complt's care and family and still believes so

~~Horace Phelps~~

And having thus fully answered he prays to be dismissed with his costs in this behalf expended and as in duty bound he will ever pray &c

Horace Phelps By
Wm C Lawrence his
Solt

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

Subscribed and Sworn to before me this 5th day of June A D 1843 James Turner J P

Filed June 3rd 1862
John Cashin
Clk

The Court of Common Pleas in & for the County of Union in Chancery Sitting

The Several answers of Simeon Phelps one of the defendants to the Petition of Nancy Mc Intire [illegible] against this defendant and Constant Bacon Horace Phelps Nancy Mc Intire Hannah Mc Intire Armaddia Mc Intire & Prudence Mc Intire Defendants

This defendant now and at all times saving and reserving to himself all advantages and benefit of exception to the errors and imperfections contained in the said Bill of complaint of the said complainant for answer thereto or to so much thereof as he is advised it is material for him to make answer unto He answering says that he admits that William Mc Intire, in said bill of Complaint mentioned. Departed this life at the time as in the said bill of complaint mentioned and that the said William Mc Intire left four minor Children Viz Nancy Mc Intire Hannah Mc Intire. Armaddia Mc Intire and Prudence Mc Intire aged as in the complainants said bill mentioned and set forth

And the said defendant further answering admits that the said complainant was the Mother of the said William Mc Intire deceased and that-

the complainant did live with the said William McIntire from the time of the death of Rebecca McIntire the wife of William McIntire deceased aforesaid and the mother of said minor children (to wit 24th June AD 1834) to the time of the death of the said William but whether the complainant resided with the said William under an agreement or at the request of the said William or whether the complainant took any care or paid any attention to the said children up to the time of the death of the said William this defendant does not know but understood from the said complainant that she resided there at her own request and from choice

And the said defendant further answering admits that the said William McIntire died seized in fee simple of the tract or parcel of land containing sixty one & one half acres of land as described and designated in the said complainants bill of complaint and there set forth and that the same was unincumbered and that the said William with his family resided thereon up to the time of his death as in said complainants bill of complaint alleged

3

And the said defendant further answering says that he has no knowledge that that the said William McIntire in his last sickness or when he was on his death bed declared it to be his will or that it was his particular request that the said Nancy McIntire would continue to live

4

with his (the said Williams) said children maintain and educate them the said children - nor has this defendant any knowledge that in or for such consideration aforesaid that the said Nancy McIntire was to remain on said lot of land or to have the control or the profits or benefits arising from the said land or any part thereof or that she was to have any of the household or kitchen furniture tools or implements of Agriculture or any of the stock on said land or belonging thereto to hold during her natural life or otherwise as in said bill of complaint al= leged

And the said defendant further answering admits that the said complainant ~~resided on the said~~ continued on the said lot of land for a long space time - to wit for the space of five years or thereabouts - but this defendant denies that the said complainant paid all the taxes on the ~~said~~ property or the expenses of farming - fencing or raising stock to any amount or that she paid debts existing against the estate to any amount - and he further denies that she properly clothed or maintained in sickness & health the said minor children at an expense to herself of any sum of money And defendant denies all knowledge of complain= ants having ever expended in money or labor or any amount whatever in clearing fencing build= ing houses or otherwise improving said land or stock. but that she made use of whatever income was derived from the said premises

And the said defendant further answering admits that the said Nancy & Hannah two of the aforesaid Minor Children after they had arrived at the age that the law allows minors to choose Guardians did choose this defendant for their Guardian and that at the April Term AD 1841 of the Court of Common Pleas in & for the County ~~aforesaid~~ of Union aforesaid ~~did appoint~~ the said Court did appoint this defendant as Guardian ~~to~~ the said Armadilia & Prudence the Twelve and that at the aforesaid term of said Court this defendant accepted the appointment as Guardian for all four of the aforesaid minor Children and gave bond according to law as in said Bill of Complaint alleged but this defendant denies that the said Minors Nancy & Hannah was ever persuaded by this defendant to choose him as such but does not know but others may have advised them to do

And the said defendant further answering denies that he took away from the said complainant or that he took away without notice or her consent the said minor Children after he was appointed Guardian as aforesaid but that he took said Children with her consent and that said Children ~~left~~ left her voluntarily and without force or persuasion - at or about the time as alleged in said Bill of Complaint

And the said defendant further answering admits that the said Constant Bacon was appointed & qualified by said Administrator

of the estate of the said William McIntire at the time and in the manner as in said bill of complaint is alleged And that the said Bacon administered on the estate. But whether the said Bacon against the will of the said Nancy McIntire and without her consent divested her of all said property with the increase thereof this defendant does not know nor does he know what was the value of said property

And the said defendant further answering admits that at the April term of this Court for 1842 he did recover a Judgment against & Ejected the said Nancy McIntire from the aforesaid parcel of land as in said Bill com complaint alleged - but does not know what amount of costs if any such proceedings subjected her to

And the said defendant further answering admits that he did at the August term AD 1842 of the aforesaid Court as guardian aforesaid settled with the Court and resigned his said trust. And that the said Minors Nancy & Hannah McIntire made choice of Horace Phelps as their guardian. And at the said term of the Court last aforesaid the said Horace was appointed by said Court guardian for said Armadilla & Prudence McIntire and accepted the appointment & qualified himself by giving Bond for as guardian of all four of the

said Minor Children but this defendant has no knowledge whether the said Horace is still the guardian of said Minor Children or that he still continues to keep said Minor children from the said Nancy McIntire

And the said defendant further answering denies that he was satisfied or consented at the time of the death of the said William McIntire that the said Nancy McIntire should take the said Minor Children & with the said lot or parcel of land & personal property belonging to the estate of the said William McIntire deceased. Nor has he ever been satisfied or consented that she should keep said estate or said minor children until they ~~became~~ arrived at that age to be enabled by law to choose themselves a guardian or of sufficient strength to be of some service - nor has this defendant ever torn or unduly persuaded the said minor children away. But this defendant further says that he has no knowledge of what Horace Phelps. Constant Bacon or other relatives may have been satisfied with or consented to concerning the said minor children or the said estate

All of which matters and things this defendant is ready to aver prove and maintain as this Honorable Court shall direct and prays to be dismissed hence with

Costs and charges in this behalf most wrongfully sustained

Simon Phelps

State of Illinois
County of Winnebago } ss Simon Phelps the defendant above named was on the 18th day of April 1843 sworn before me Selden M Church clerk of the County Commissioners Court of said County of Winnebago duly authorized and qualified according to Law to administer oaths &c and said that he had heard read the foregoing answers and knows the contents thereof and that the same is true

Witness my hand & the seal of said Court at Rockford in said County this 18th day of May AD 1843

Selden M. Church
Clk Co Comd Court
Winnebago County

Filed June 23d 1843
John Cassie
Clerk

1

Depositions of witnesses taken in a cause pending in the Court of Common Pleas in Chancery where in Nancy McIntire is plaintiff and Horace Dhelps and others ~~are~~ Defendants in pursuance of the notice hereto attached and at the time and place therein mentioned

Ira Phelps of the County of Union of Lawful age being first duly sworn by me as hereafter certified. Deposes and Says

Question by ~~same~~ Deft's Counsel

What do you know of the manner in which Nancy McIntire treated the Children of William McIntire during the time they lived with her both as to necessaries for the body and education and moral training and what property had she from the estate of Wm McIntire real and personal of which she had the use or consumption?

Answer — Wm McIntire Died august 1836 all the children Liewed with nancy McIntire from the time he died untill the april following then one of the Children come to liewe with me at the time the girl come to liewe with me she had one poor dress and my wife sent it Back to nancy McIntires so that the girl had no clothing the one that liewes with me is Hannah McIntire as to the rest of the Children that liewed with Nancy McIntire was clothed verry overy I have been thare my self at different times. and Nancy McIntire the elder child of Wm McIntire was so poorly clothed that I thought she was asshamed to come in to the house where I was from the time that Wm McIntire died untill the time she was taken awy I never new of her having but one new pair of

Shoes except one pair of pumps that Stuart McIntire bought for her to dance in and them the old woman took from her Nancy went and worked with Simon Gates wife for a dress and when she left her Grandmother she kept the dress and would not let the girl have it. When she come to our house she had no close fit for to be seen she had to come to court a few days afterwards and our girls had to dress her so as she could come to court. I have often heard her grandmother say that nancy was a smart girl and that she did not know how to keep house with out her. as to the education the children got while they lieved with Nancy McIntire their grandmother was verry poor I know that what schooling they did git it was mostly paid out of the Publick money my self & simon Gates paid some that the publick money lacked of paying — as to their living I know it was verry overy part of the time any way I have been thare when the two youngest children of Wm McIntires and her own small children would be crying for something to eat & the old Lady told me she had neither bread nor meet in the house for them & I have tolea her to come to my house and git for them when the old Lady would git any thing provided her own children would come home and lieve on her mr till it was some Nancy McIntire that is the Plaintiff lieve on Wm McIntires land for about five years after his death I think when Wm McIntire Died he had five or six head of cattle and

eight or ten head of hogs one more that the old woman sold after words, and one coult and one cart that ~~old~~ Mrs McIntire sold for eighteen dollors one patten plow

Jno D Phelps

also at the same time & place Thomas Lee of the County of Mrica of Lawfage being first duly sworn as here after certified Deposes and says that he was never at the house often from the time Wm McIntire Died untill the Children was taken away I have been past the house frequently and thought the Children was poorly clothed I often thought there was a gred differance between the girl that Mrs Phelps had and the Rest of the Children she was well clothed after he got here in pasing by the house at different times I never recollect of seeing a Bonet on any of them as to the property i know but very little about i know of one colt that Stuart McIntire traded off

Thomas his x mark Lee

Question to Jno Phelps by Compts. counsel. — Did Wm. McIntyre, in his life time, feed, clothe, or educate his children any better than did Nancy McIntyre, after his death?

Answer: He did. he had a very good place that he lieved on him & his wife lieved at their ease intill the old woman that is his mother ~~come~~ and her family come on to Live with him ~~the old lo~~

Question by compts. col. — ~~How~~ How long after Wm. McIntire's death was it that you first saw the children so poorly clad, and what became of the ~~m~~ better clothing you say that Wm. McIntire provided for them?

Answer. it was about two years after Wm McIntire Death i first saw them so poorly clad the clothing that they had at his death I suppose they had wore them out

Ques. by Compt. Counsel. - What age was Hannah McIntyre when she came to live with you, & what induced her to do so?

Answer. I think she was about eight years old it was her mother wish be fore her death that I should take her

Question by defts What was the moral be[illegible] of the children and what was the care of the thirst of their morals by Compt

Answer; I thought she let the children do mostly as they please I think she paid but little attention to bringing them up morally

in answer to the first question he further states the summer before Wm McIntire died he bought a new broad cloth coat he had two or three pair of pantaloons he got the same season he had a vest that was new he had a new fur hat one black silk half besides the ordinary clothes which went into Nancy McIntires possession when he died

Ques. by Compt. - How far do you live from the residence of Wm. McIntyre's children, and what opportunity have you had of knowing as to their immoral ~~chan~~ training, or conduct - did their immorality result from positive teaching, or by neglect only - and is complainant a woman of immoral character, so regarded by the neighbors?

Answer - I live about one mile I never had much opportunity of knowing I know that they did not behave well Nancy McIntires Charictor was not very good

Isa Dekes

also at the same time & place
Sybill Wickester of the County of Union of Lawful
age being first duly Sworn as hereafter certified

Question by Deft you have heard the testimony
of Ira Phelps How does his testimony agree
with your knowledge of the condition training
and care bestowed by the complainant on the
children of Wm McIntire?
Answer. I dont know so much about
the property as he did but i now considerable
I lived about half a mile from Mrs McIntires
I should say that the children was not
decently clothed i was in the house often
I should think as to the moral training of
the children it was very bad I went there oftener
than i did to any of the other neighbors on account
of the children I often wanted the children
to come to my house but Mrs McIntire
would not let them come they scarcely went
any place they did not go to meeting when
I would ask the children if they did not want
to come to my house the old Lady would answer
for them I have often asked nancy to come &
the old Lady would say that nancy would never
go any place. I asked nancy my self and she
toled me her grandmother would not let her
come she sayed that her grandmother toled
her that she should never come back there again
if she went any place contrary to her will
I never saw so much diference in children
after they left there while they was with
their grandmother they would hardly ever
look up or say any thing they appeared as though

they were dispised and after they left Mrs McIntires they was as chirfull as any children. and appeare to be verry muct pleased with their exchange of homes. I went to Mrs McIntires on purpose for to have the children to come to my house to eat apples my husband was also along with me had a sled & hoorse I went in to the house I asked nancy if she aid not want to go she said she aid ~~I tole~~ the old Lady was not in the house I said to nancy that her grand mother said she might go any time i toled her to fix for i was in a hurry the girl began for to shed tears and would not fix for to go untill her grand = mother come in — Nancy said that her grand = mother toled her when any person come that she might go — but as soon as they was gone her grandmother would tell her she should never go any place against her will
In regard to the close that Wm McIntire had when he died. I agree with Ira Phelps testimony except he had a new stock & hdkf more than he mentioned.

Question by complt. counsel. — Did the declaration of com- = plainant, that if Nancy went away against her (complainants) will, she should never come back, prevent you at any time from taking her away?

Ans. I never wanted to take her away, but others did, and I wanted her to have a better home & better taken care of. When I did want to take her away, it was only for a visit.

Question by [illegible] drft was the Complainant conversa- tion in the presence of the children chaste and proper?
Answer. it was not Sybill Winchester

Also at the same time and place Prudence Collins of the County of Union of lawful age being first duly sworn as hereafter certified Deposes and says that she often visited Mr. McIntyre's family, both before and after he died - often asked the children to come & see me, but they never came - I never saw them decent & comfortable, except the oldest girl (Nancy) who got 2 calico dresses, after her father died. I saw them ~~at~~ in the winter when the weather was very cold, & they were without shoes; their uncle Stewart McIntyre sent them out in this condition to bring wood in - the complainant's conversation ~~was~~ before the children was not such as it ought to be - they were raised, in a manner, heathens, not knowing Sunday from week-day - I live 2 miles from Nancy McIntyre's, the complainant - I visited there, on an average, about every 4 weeks - I never said much to the complainant about her conduct - I never knew any others to remonstrate with her about it.

Prudence her × mark Collins.

Also, at the same time and place, Hail Winchester, of the County of Union, of lawful age, being first duly sworn, as hereafter certified, deposes and says, that Ira Phelps testimony, which I heard, as to the hogs and cattle, I know to be true, as near as I can recollect about said hogs & cattle - and that I agree in my recollection, ~~as to the~~ with Ira Phelps, as to most of the other property mentioned by him - that Nancy McIntyre (the complainant's) treatment of the girl Nancy, was cruel and oppressive - I never remonstrated with her, (complainant) because I thought it unnecessary, she being deceptive, &c., her conduct entirely differing when alone with the children & when any friend of the children was present - she kept the children at hard work beyond their strength - I have seen the children, in the cold of winter,

without shoes, and standing on the ashes, for the purpose, as I supposed, of warming their feet – I do not think that any of the witnesses have exaggerated in the least with regard to complainant's moral training of the children – I live about half a mile from the children.

Hail O Winchester

Also, at the same time ~~and~~ place, Matthias Collins, of the County of Union, of lawful age, being first duly sworn, as hereafter certified, deposes and says, that I know that Mr. McIntyre had some stock & cattle, a mare and one or two colts – Nancy McIntyre (complainant) received the proceeds of an ox which was sold by Mr. McIntyre before his death, as I was told, but not by her – she herself sold another ox to a Mr. Winget – one of the horses she sold to a Mr. Bentley – the way I know of the ~~horse~~ horse being sold, was, that I saw one of the boys taking the horse to Bentley, as the boy said – I have seen the children poorly clad.

Matthias Collins

Also, at the same time and place, James Ryan, of the County of Union, of lawful age, being first duly sworn, as hereafter certified, deposes and says, that in the winter of 1840-41, I taught school about 25 rods from complainant's residence – the children Nancy, Armadilla and Prudence, came to my school off and on, during the winter – they were poor looking things, & ~~sp~~ seemed to be regarded by the rest of the children as off-casts – they had old and worn-out shoes & stockings about their feet, their toes ~~com~~ sticking out of the shoes, & were otherwise meanly clad – Nancy did not come ~~near~~ to school near one half the time – none of them could read.

James Ryan

I James Turner a Justice of the Peace in and for the township of Paris in the County of Union Ohio

do hereby certify that the above named Ira Phelps Sybill Winchester Prudence Collins Hail Winchester Mathias Collins Thomas Lee & James Ryan were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing Depositions by them respectively subscribed were reduced to writing by James C Wilson & my self and were taken at the time and place specified in the inclosed notice

Given under my hand this 23rd day of June A.D. 1843 James Turner JP

Fee Bill

Justices cert I Turner	$2.76
Witnesses I Phelps	50
Sybill Winchester	50
Prudence Collins	50
Hail Winchester	50
Mathias Collins	50
Thomas Lee	50
James Ryan	50
	$6.26

No. 43-CH-7

Union Common Pleas Court.

Nathan Hempstead, Plaintiff,

AGAINST

George S Denning, Defendant.

JUL 1843

JUL 1843

Judgment Reff.

No Record.

Journal 3 Page 138

Record No. Page

Ex. Doc. Page

[redacted]

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

Nathan Hempstead of the County of Union and State aforesaid, represents that one Lyne Starling of the County of Franklin and State aforesaid, was seized in fee simples of a certain tract of Land situate in said County of Union and which is hereinafter more particularly described; and the said Lyne Starling being desirous to dispose of the said land, on or about the 27th day AD 1837, entered into an agreement with one John Gardner for the sale thereof to him, which said agreement was reduced to writing and signed by the said Lyne Starling and the said John Gardner, and is in substance as follows - The said Lyne Starling for and in consideration of the sum of Four hundred and fifty dollars, to be paid to him in three instalments as follows, to wit; One hundred dollars in hand, one hundred and seventy five dollars on or before the 27th day of October AD 1839 and one hundred and seventy five dollars on or before the 27th day of October AD 1839, agreed for himself his heirs exct, admrs or assigns, if the said instalments with interest should be paid when the same become due, to convey by general warranty deed to the said John Gardner his heirs or assigns the following described premises - ~~to wit~~ lying and being in the County of Union, to wit - Lot Number Eleven (11) of the subdivision of Survey Number Two Thousand nine hundred and ninety one (2991) in the name of John Phillips situate between Lots Sold Adams & Atherson Containing Ninety Acres, more or less in said Survey - Your orator further represents that the said one hundred dollars in hand, was paid to the said Lyne Starling at the time of the execution of the said agreement by the said John Gardner, and that the same John Gardner on or about the 10th day of December AD 1838, for a valuable consideration paid to him by your orator, assigned all his right title and interest in and to his said Contract with the said Lyne Starling unto your orator, that on the 21st day of December AD 1838 your orator paid to the said Lyne Starling the further sum of one hundred and fifty dollars which is credited on the said agreement - a copy of which agreement together with the assignment to your orator on the back thereof, and the credits, is hereunto filed and

made a part of this Bill marked A — your orator further represents that he is now and has been in possession of the said described premises, since the date of the said, assignment, and that he has made extensive and valuable improvements thereon, and that on ~~the~~ about the 6th day of December AD 1842, your orator being desirous to sell his interest in the said described premises, entered ~~into~~ into an agreement with one George S. Deming, for the sale thereof to him, which agreement was reduced to writing and signed by the said George S. Deming and your orator, and is in substance as follows; "your orator agreed to sell and assign to the said George S. Deming all his right title and interest in and to the lot of land he now lives on containing ninety acres (being the same lot of land heretofore described in the Bill), and to make the said assignment to the said George S. Deming on the 1st day of April AD 1843 - In consideration of which the said George S. Deming, agreed, to pay to your orator the sum of Four hundred and seventy four dollars and fifty cents - as follows | Three hundred and twenty five dollars on or before the 1st day of April AD 1843, and one hundred and forty nine dollars and fifty cents on or before the 1st day of April AD 1844, and also on the 1st day of April AD 1843 to ~~make~~ execute and deliver to your orator a Deed in fee simple for the following lands to wit | One hundred acres of Land in the County of Livingston and State of Michigan, and Eighty acres of Land in the County of Genesee and State of Michigan, which said lands are here in after more particularly described, It was also further agreed between your orator and the said George S. Deming; that the said George S Deming was to pay to Lyne Starling the sum of $281.61 of the first payment due Apl 1st 1843 to your orator, which was the balance due at that date to the said Lyne Starling on his said agreement with the said John Gardner, and which would be in satisfaction of the said Lyne Starlings lien on said land, it was also agreed that ~~the said~~ your orator should have until the 1st day of March AD 1843 for the purpose viewing the said premises in the State of Michigan, all of which will more fully appear from a copy of said agreement herewith filed and made a part of this Bill marked B — your orator further represents that he has in all respects complied with the terms and conditions of the said agreement on his part to be performed, and that on the 1st day of April AD 1843 he was ready and willing, and further went to the said George S. Deming, and and offered to make to him an assignment of all ~~his right~~

your orator right title and interest in and to the said described premises, which assignment the said George S. Deming refused to receive of your orator, and at the same time your orator requested the said George S. Deming to specifically to perform his part of the said agreement with your orator, but the said George S. Deming hath hitherto wholly neglected and refused so to do. your orator further represents that he is at any time ready and willing to make the said assignment to the said George S. Deming, and that the said Lyn Starling is ready and willing now, and was on the 1st day of April A.D. 1843 ready and willing, upon the payment of the balance of money due to him on his said agreement with the said John Gardner by the said George S. Deming, to convey by general warranty deed the above described premises to the said George S. Deming your orator further represents that the one hundred acres of land mentioned in the said agreement between your orator and the said George S. Deming, and which was to be conveyed by the said George S. Deming to your orator, was purchased by the said George S. Deming of one Frederick Ranney for the sum of Four hundred dollars, and is bounded and described as follows to wit: The South half of the North East Quarter of the North west quarter of Section No Eight (8) Township No Two (2) North of Range No Three (3) East containing Twenty acres and the North half of the North East quarter of Section No Eight (8) Township No Two (2) North of Range No Three (3) East containing Eighty acres and is situated and lying in the Township of Iosco, County of Livingston and State of Michigan, and that the Eighty acres of land also mentioned in the said agreement and which was also to be conveyed to your orator by the said George S. Deming, was purchased by the said George S. Deming of one John C. Deming for the sum of one hundred and fifty dollars, and is situated and lying in the Township of Henrietta and County of Jackson and State of Michigan and is bounded and described as follows, to wit: The west half of the South west Quarter of Section No Twelve (12) Township No Two (2) South of Range No One (1) East containing Eighty acres and that the said lands were valued by your orator and the said George S. Deming at the sum of Five hundred and fifty dollars, and that your orator were to take the said lands at that valuation

your orator has since seen the said lands and believes the said valuation to be a fair one — your orator further represents that he has been greatly damaged by the non performance ~~on the part~~ of the said George S. Deming of his agreement with your orator, that he on the faith of the said agreement laid out and expended a large amount of money in travelling to the State of Michigan to view the said lands in that State, that he was away from home a long time and neglected his business on account thereof that at the time of making the said agreement with the said George S. Deming he could have otherwise disposed of his interest in the said described premises to his advantage, but was prevented from so doing by the fair representations and promises of the said George S. Deming — your orator therefore prays that the writ of subpoena may issue against the said Lyne Starling and the said George S. Deming that they may be made parties defendants to this bill, that they may be compelled to answer all and singular the premises, that the said George S. Deming may answer on his oath whether the description of the said lands in the State of Michigan is herein correctly set forth, and if not that he may correctly set forth the same — and your orator further prays that on the final hearing of this cause, an account may be taken of what is due to the said Lyne Starling on his agreement with the said John Gardner, and that an account may be taken of what is due to your orator in money on his said agreement with the said George S. Deming, and that the said George S. Deming may be decreed to pay to the said Lyne Starling the balance that may be found due to him on his said agreement with the said John Gardner, and that the said George S. Deming may be decreed to pay to your orator the balance of money that may be found due to your orator on his said agreement with the said George S. Deming — and that the said George S. Deming may be decreed to convey the said described premises lying in the State of Michigan to your orator, with all proper assurances, and should it appear that the said George S. Deming is unable, or refuses to convey said premises in the State of Michigan to your orator, then that the said George S. Deming may be decreed to pay to your orator the sum of five hundred and fifty dollars, the valuation of the said premises, and that the said George S. Deming may be decreed in all respects specifically to perform his said agreement

with your orator, and for such other and further relief in the premises as Equity and good conscience may require

Wendell Thomas
Sol for Compt

Scott & Gallagher, Prs.] TITLE BOND. [Columbus, Ohio.

Articles of Agreement, concluded this 27th day of October A. D. one thousand eight hundred and thirty seven between Lyman Sterling of Franklin county, Ohio, of the first part, and John Gardner of Delaware 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: To wit Lot No 11 of the subdivision of Survey No 2991 in the name of John Phillips situate between Lots sold to Adams & Atherton Containing 90 Acres more or less in said Survey —

The said party of the second part hereby agrees to pay the said Sterling the sum of Four hundred & fifty dollars, _____ cents,

in 3 installments, with interest $100 in hand ~~as follows~~:

$175 dollars on or before the 27th day of October 1838

$175 dollars on or before the 27th day of October 1839

The said party of the second part, having also executed his two single bills to the said Sterling 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 lands 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 L. Sterling 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

L. Sterling L.S.

John Gardner L.S.

A

Credits

By Cash paid Oct 27. 1837 $100.00
By Cash paid Dec 21. 1838 150.00
$250.00

Know all men by these presents that I John Gardner named in the within contract for a Valuable Consideration to me in hand paid, have bargained and sold to Nathan Hampsleed of the Town of Delaware, County of Delaware and State of Ohio, all my right title and interest to the within contract subject to two notes or Bills given for said land named in the within Contract - Dated Darby Township December 10th A.D. 1838 - In witness whereof I have hereunto set my hand and affixed my seal

John Gardner Esq

Hempstead
and } agreement
Deming

Articles of Agreement made this Sixth day of Dec 1842 Between Nathan Hempstead on the one part George S. Deming - witnesseth. The said Hempstead agrees to sell to the said Deming the lot of Land he now lives on containing ninety acres - on the following conditions $474,50. Viz $325 - to be paid on or before the 1st day of April next and $149.50 to be paid one year from the 1st day of April next, and for for the payment the said Hempstead is to receive a deed for a lot of land containing 100 acres in Livingston County Michigan State and one for 80 acres of Land in Jackson County Michigan State, it is agreed that the $325, first to be paid, the said Deming is to make the payment to Lyne Sterling or so much as may be due said Sterling for the Lot of Land, said Hempstead is to convey to said Deming then and then deeds and payments and exchanges shall be made, we bind ourselves to each other in the penal sum of $50 to keep and perform the above agreement - it is further agreed that the said Hempstead after seeing the said Land in the State of Michigan, if he gives notice by the 1st day of March next to the said Deming that the land does not suit this contract shall be null and void, otherwise this contract to remain in full force

Witness
John C. Deming

Nathan Hempstead
George S. Deming

Copy

B

44.

$281.61 Balance

April 21. 1843 Served on the Said Deming personally by copy & on Starling by leaving copy at his usual place of residence

Fees 2.95 — Wm Domigan Shff

Union Common Pleas.

Nathan Lamphere

vs.

George S. Deming et al.

Filed April 23, 1843.
John Cassil, Clk.

Postage pd. by J. Cassil, — $0.20

State of Ohio, Union County, ss.

To the Sheriff of Franklin County - Greeting:

We command you that you summon George S. Deming and Lyne Starling, to appear before our Court of Common Pleas in and for said County of Union at the Court House in said County, forthwith, to answer the matters and charges contained in a Bill in Chancery exhibited against them by Nathan Hempsted - and this they shall in no wise omit under the penalty of one thousand dollars - and have you then there this Writ.

Witness John Cassil, Clerk of said Court, at the Court House in Marysville, this 18th day of April, A.D. 1843.

John Cassil, Clerk.

Chancery Case File

Case No. 1843-CH-0008

No. 43 CH-8

Union Common Pleas Court.

Bales Breedlove et al

Plaintiff,

AGAINST

Susannah Wells et al

Defendant.

APR TERM, 1846

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 394

Record No. 4 Page 510

Ex. Doc. Page

Dales Breadlove &
Nathan Wells Administrators of Levi Wells deceased
vs
The Widow & Heirs of
Levi Wells and others —

~~Petition in Equity~~
Petition for the Sale
of Real Estate to
Pay debts —
Filed April 18, 1842.
John Cassil,
Clerk.

Last Bill mad
Recorded
D. S. Bell Attorney
for the Petitioner

To the Honorable the Judges of the Court of Common Pleas of Union County Ohio your Petitioners Robert Brandon and Nathan Wills Administrators of the Estate of Levi Wills deceased Represents unto your Honors that they were appointed by this Court at a special Session thereof in December 1841 Administrators of the goods Chattels rights credits monies and effects which were of Said Levi Wills deceased late of Said County of Union who died intestate and that in pursuance of Said appointment became qualified as such and took upon themselves the duties of Said office and in due time and manner returned to this Court the their appraisement and Sale bills and such other Papers as by law they were bound to do your Petitioners represent to your Honors that the Sale bill of the personal property amounted to $387.53 cents that the appraisement bill of the Notes accounts bonds bill money &c necessary to be appraised according to the Statute in such case made and provided amounted to $1287.12 the amount of property taken by the Widow at the appraisement amounted to $147.25 your Petitioners proceeded to assain and sell the personal property left by the deceased and take Notes secured as the law directs and since they became due have put them in Suit for collection but as yet have not realized the amount of them the Stay of Execution has been taken and sufficient time has not elapsed to make the money on the Judgements by due course of law but your Petitioners believe the whole will be collected your Petitioners State that as they have not per

time collected the amount due the Estate & the debts are unpaid
all of which are as follows Said a Judgment in favor of Thompson
Rees against said Defendant of between Six and Seven
hundred dollars precise amount not recollected in Delaware
County Common Pleas also ~~a Judgment~~ about $350.00
due Paul Ryan of Champaign on this suit has been
brought against the Administrators and Bale on said Note
of said Wills there is also a Note of $450 in favor
of Samuel Marks against said Wills and one Betty
(Scenty) on this last suit is brought also a Note of $100
in favor of Peter Harper also $52.00 due one Daniel of
this County also a demand in favor of Frederick Betty of
$57 so together Sundry small Claims of about $100.00 also a Claim
of $2.50 due one Bollert of this County there is another
Note of $590 a Creditor by $160 but this Claim your
Petitioner believes has been paid though the holder of said
Note insists on the Claim also a note to the Urbana and
Champaign Mutual insurance Company of $450 Secured by
Bales & Elijah Bandelow total amount about $2439)
the amount of Notes besides many &c which the administrators Charge themselves with as above mentioned
is $1287 12 in this there is a claim against one
Wood of this County who has applied for the benefit of
the Bankrupt law and probably but little if any
thing will even be realized from this Claim leaving
balance to Charge the administrators with of $1087.12
and your Petitioner further represents to your Honors that
in 1839 one Alpheus Dorkin of this County purchased
by Title bond herewith filed and made part of this bill
Letter (A) of one Hugh Thompson deceased one hundred
and twenty five acres of land in Union County Ohio
and for full and perfect description thereof reference
is had to said Bond for the Consideration of $150

of this County Elizabeth wife of George Doty Crop of Champaign County Ohio died about time since leaving an infant Child not as yet named Richard Wills of this County aged about 20 years Nancy Wills of this County aged about 17 years Andrew Wills aged about 15 years Susanah Wills aged about 13 years James & Christeann Wills both aged about ten years and Levi Wills aged about five years all of said Minor heirs live in this County none of them have Guardians and your Petitioner pray that a Guardian Ad Litem for said Minors be appointed by your Honors and that said Widow and all of said Children and heirs together with said Doty Crop and Hiram and the infant heirs of said Elizabeth and Doty Crop ~~together~~ by such name as may hereafter be given it be made defendants to this bill and that said Dorkins be made defendant to this petition said Thompson departed this life about the year and left a Widow named Polly Thompson who has since intermarried with Michael Chenoweth a resident of this County and your Petitioner desire that said Chenoweth and wife be made Party defendants to this bill the following are the heirs and only heirs of S. Thompson Hannah Thompson aged 19 years & Sam Thompson aged 14 years both of this County and both of whom your Petitioner pray may be made defendants to this bill & that your Honors appoint a Guardian Ad Litem for the said Sam for the purpose of her defense to this proceeding that said Guardian Ad Litem when appointed be defendant to this proceeding your Petitioner represent that the fee simple of said land was in said Thompson by regular chain of title from the United States your Petitioner submits to your Honors whether said Widow of Levi Wills is not

Articles of agreement made and entered into this first day of May in the year of our Lord Eighteen hundred and thirty nine between Hugh Thompson and Alpheus Hoskins both of the County of Union and State of Ohio. Witnesseth that said Hugh Thompson hath sold and doth hereby agree to convey in fee simple unto said Alpheus Hoskins by a good and sufficient general warranty deed on or before the twenty fifth day of January in the year 1840. Upon the punctual payment by said Hoskins of the consideration money hereafter mentioned one hundred and twenty five acres of the following described premises situate in the County of Union Township of Allen & State of Ohio, part of Military Survey No 2833, and bounded and described as follows. Beginning at William Milligans North East corner in the back line of the original survey thence South 53° West with Milligans line to the Creek where Isaac McLeans land corners in said Milligans line. Thence up the Creek with its meanders so far as shall include one half the survey sold by Lyne Starling to Thomas McLean for 292 acres to a stake. Thence N. 53 E. so far as shall reach the aforesaid original back line to a stake in said line. Thence S. 37 E with said line to the place of beginning containing 150 acres of which twenty five acres is reserved adjoining Milligans line to be of equal width on the southerly side, and the said Alpheus Hoskins doth hereby agree to pay said Hugh Thompson the sum of fifteen hundred dollars the consideration money for said premises in the manner following four hundred & twenty two dollars & fifty seven cents cash in hand which he the said Alpheus Hoskins has this day paid me and for the ballance which is one

thousand. seventy seven dollars and forty three cents. he the said Hoskins has given me his promissory Note. dated the 25th day of January in the year. 1840, with Interest. and the said Hoskins. agrees. to make punctual payment as specified. above to the time. or forfeit his claim to the premises. and in that case the above mentioned note to be void.

In testimony. whereof I have hereunto set my. hand and seal this. first day of May. A.D. 1839.

Hugh Thompson (Seal)

Attest
William Lucas

This day appeared before me Hugh Thompson and acknowledged the within bond to be his act and deed

Wm Mills Clerk

Filed in the Clerk's office of the Circuit Court for said County the 14th day of Sept 1840

Thompson vs Hoskins

Mortgage Bond

Mortgage Bond

Hugh Thompson vs Hoskins

Mortgage Bond

This day appeared before me the undersigned Justice of the Peace and acknowledged the within mortgage for 1275 dollars to secure the payment of the money therein mentioned

Wm Lucas J.P.

Filed in my office this 14th day of Sept 1840

Wm Mills Clerk

(a)

entitled to dower in the value of said land after deducting the amount of the judgment paid in favor of said Thompson & heirs of between 600 & 700 hundred dollars there is considerable improvement on said land and is probably worth about fifteen hundred dollars ~~May it please your~~ on of the note against said J. Dillon & Philip Betty of $1,500.00 will not be due until July 1843 the personal assets are insufficient by several hundred dollars to pay the debt May it please your Honors to compell all parties the defendants then answer to make on their oaths to all the facts charged in this bill to order a sale of the interest in said land that belong to said widow and heirs of Wills to allow said widow such dower as will be right in the money arising from the sale to apply sufficiency of the balance to pay the debts after the personalty is exausted to extend the time to settle the estate one year from this time to grant such other & further relief as may be right - in the premises and grant your Honors writ of subpoena &c.

D S Bell Solicitor for Complainants

to ~~August~~ July Term 1843

Defendants names

Absalom Wills } Champaign County Ohio
William Rees
Deborah Rees } of Tippecanoe Indiana
Samuel Wills } Union County
George Waley exr } Champaign County
an infant heir of George & Elizabeth Waley exr late Elizabeth Wills who has no name } Champaign County
Richard Wills of Union County
Nancy Wills of this County
Andrew Wills of this County
Susanah Wills } of Union County
James Wills } of Union County
Christiana Wills } of Union County
Levi Wills of Union County
Alpheus Hoskins } of Union County
Michael Creamer } of Union County
Polly Creamer } of Union County
Hannah Thompson &c
Jane Thompson of Union County

Opened by request
of D. S. Bell Counsel
for Complainant
Oct 1st 1844
John Cassil
Clk

The Administrators of
Levi Wells. Deceased
vs } Depositions
A. Hoskins & others

Filed June 1. 1844
John Cassil Clerk

Union Com Pleas

Bales Breedlove &
Nathan Wells admrs

vs

Widow & Heirs of
Levi Wells decd

Order of sale

Sale confirmed
2 deed & order to
the Administrator
to convey

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 entrys are truly taken and Copied from the journals of said Court

Tuesday April 16. 1844 1st day

Bales Breedlove & Nathan Wells
Administrators of the Estate of
Levi Wells deceased
vs
The Widow and heirs of
Levi Wells deceased

In Chancery
Petition to Sell real Estate
This Cause Coming on to be heard upon the Bill answers & file and schedules thereto and proof of publication as to non residents described in the bill and exhibits of file and the Court being fully advised in the premises and it appearing to the Court that a sale of the real Estate described in Complainants Bill is required to pay the debts of the Estate some of which are preferred claims and Liens upon the premises, and it further appearing to the Court that Susannah Wells, widow of said Levi Wells deceased is not entitled to any part of the real Estate described in said Bill as dower, the Court do therefore order that E. W. Crary William Instead & Enoch Morse being first duly sworn do upon actual view of the real Estate in the said Bill described, to wit: One hundred and Twenty five acres situate in the County of Union aforesaid in the Township of Allen in said County part of Military Survey No 2833 bounded and described as follows beginning at William Milligans north East Corner in the back line of the original Survey thence South 53° West with Milligans line to the creek where Isaac McLung's land comes in said Milligans line thence up the Creek with its meanders so far as shall include one

half the survey sold by Lyne Starling to Thomas McLung for two hundred and ninety two acres to a stake, thence North fifty three degrees East so far as shall reach the aforesaid original Back Line to a stake in said Line thence South thirty seven East with said line to the ~~begining~~ place of beginning excepting twenty five acres part and parcel of the above described Land situated adjoining the Mil=itary Line to be of Equal width on the Southerly side) make a just appraisement and valuation of said Real Estate and make a return of such appraisement and valuation to the next Term of this Court, and that the said Bales Breedlove and Nathan Wells administrators as aforesaid proceed according to law to sell the said real Estate above described upon the Following Terms to wit; One third thereof Cash in hand, one third in one year, the other and remaining third in two years from said sale the deferred payments on interest to be secured by mortgage on the premises, that the administrators bring the money into Court subject to the order of this Court, and that said Administrators make return of their proceedings to the next Term of this Court and this cause stand continued -

And afterwards to wit at the October Term of said Court to wit on the 1st day of October AD 1844 - This cause was continued under former order

In testimony whereof I do hereunto subscribe my name and affix the seal of our said Court this 14th day of Oct AD 1844

Bales Breedlove and Nathan Wells Administrators of Levi Wells deceased

vs

The Widow & Heirs of said Levi Wells & others } Union Common Pleas
} Petition to Sell Land

In pursuance of an order of Sale made at the April Term 1844 of said Court and duly continued from Term to Term of said Court We gave Notice of sale in due form of Law and at the time and place Mentioned in said Notice for said Sale Levit at the door of the Court House in the Town of Marysville in the County of Union Ohio on the Sixth day of December A.D. 1845 between the hours of 10 o'clock Am & four o'clock pm of said day We offered said property at public vendue and Elijah Breedlove having bid therefor Nine Hundred & Sixteen dollars & 66 2/3 cents and he being the highest and best bidder and the same being more than two thirds of the appraised value thereof We Struck off and sold the same to him for that sum

Printers fees $ ff

Bales Breedlove } Administrators of
April 14th 1846 } Levi Wells deceased
Nathan his x mark Wells

Attest D S Bell

Administrator of Levi Wells Deceased
vs } Deposition
Alpheus Hoskins

Filed Aug 18. 1845
John Cassil Clk.

Robert Grahan subpoened by comp
and not Examin

I James Lyons a Justice of the peace
in and for the Township of Paris in
the county of Union Ohio do hereby
certify that the above named D. B. Cole
Frederick Beltz & Eliyat Breedlove
were by me first duly sworn to
testify the truth the whole truth and
nothing But the truth and that the fore
going Depositions by them respectively
subscribed were reduced to writing by
me and the witnesses and was taken
at the time & place mentioned in the
caption of this Deposition

Intestimony whereof I have hereunto
set my hand this 18th day of
August AD 1845

James Lyons J P

Fee bill

Justices cost	J Lyons	$1.56
Const cost	Wm Wells	20
witnesses	D. B. Cole	50
	F Beltz	50
	E Breedlove	50
	Robert Grahan	50
Comp-t cost		$3.76

The Deposition of J. B. Cole ~~of lawful age being~~ of lawful age and other taken before me James Turner a Justice of the Peace in and for the County of Union Ohio taken in pursuance of the agreement of parties at the last Term of the Union Common Pleas taken at my office in the Court House in Marysville between the hours of Eight o'clock Am and and Six o'clock pm of the 18th day of August 1845 to be read in Evidence in a suit pending in Chancery in the Court of Common Pleas of Union County Ohio in which the Administrators of Levi Wells are Complainants and Alphea Hoskins and other are defendants

Question by Bell Solicitor per Complainants to J. B. Cole Witness State whether ~~you~~ you were acquainted with Levi Wills late of said County of Union in his life time and with defendant Alphea Hoskins if so State any thing you know or have heard said Wills and Hoskins say when together or Hoskins seperately in relation to the payment by Wells to Hoskins of a Note of about $598. and Sonnlents given by Wells to Hoskins in part consideration of a tract of land in this County that Hoskins bought of Thompson - whatever you know about such a Note or the payment of it or how heard Hoskins say State.

Answer by witness. I was acquainted with Levi Wells and Alphea Hoskins - and have frequently heard them talk together concerning the Land bought by Wells from Hoskins for ~~to~~ the payment of which I understand this note was given. I was counsel for Thompson Administrator who had ~~[illegible]~~ formerly sold the said land to Hoskins and a large amount of the purchase money ~~[illegible]~~ due from Hoskins to Thompson was unpaid - This circumstance led me into conversation frequently with Wells & Hoskins as above stated - from which conversations had formerly the impression that Wells had paid Hoskins whatever was coming to him on said sale

But upon reflection I cannot now say that I recollect any thing distinctly upon the subject all I can say certainly is that I formerly had the impression that it was paid as above stated, but I cannot call up any circumstance ~~that~~ to confirm said impression, as to the note I cannot identify ~~any~~ it. As say whether any particular note was talked of or not.

& further Deponent saith not

P Bleale)

At the same time and place Frederick Belby of the County of Union of Lawful age being first duly sworn as hereafter certified Deposes and says

Question by D S Bell Solicitor for Complainants

Please State any thing you know or have heard Alpheus Hoskins defendant in the above case, say in relation to any Note Given by Levi Wells Clerk of said County to said Hoskins of $578 & 12 cents or thereabout if you know any thing about such a note State what it was given for if you know and State also any thing you know or have heard said Hoskins say (if you have heard him say) in relation to the payment of said Note by Wells State any thing you know or have heard said Wells and Hoskins say when together or Hoskins say alone in relation to this Matter

Answer by Witness Hoskins once came to me and said he held a note against Wells for several hundred dollars the amount I dont Recollect Hoskins wanted me to buy the note at a discount and said to me it would do to join on the last payment I owed Wells for land I told Hoskins I could not buy the note I also told him that he had better go to Wells and he would

Shove the note him self Haskins tolde me the note was given in part consideration for the Land that Wells bought of Haskins being the same land that wells died on in this county from what i understand i believe it to be the same Land that Haskins bought of Thompson Haskins tolde me he would discount $50 and give me a good chance to pay it Haskins afterwards came to me and said that wells & him had made a trade and also stated to me that i might as well made that money as Wells my under standing was that Haskins had sold well the note that he wanted me to buy at a discount it appears to run in my mind that the amount of the note spoken off was a little more than the amount of the last payment from Belty to wells which was five hundred dollars & Haskins stated that the Balance we could fix if i would buy the note I think this conversation was before the settlement between wells & Haskins mentioned in my former deposition

Theodick Belty

Also at the same time an place Eliyah Breedlove of the County of Champaign of Lawful age being first duly sworn as hereafter certified deposes and says

Question by O Bell for Compt. State anything you know in relation to any payment of a note of Several Hundred dollars given by Levi Wells deceased Late of Union County to defendant Alphas Haskins if you know state the amount thereof and for what Consideration given also so far as you know or believe state whether said note was paid by Wells if paid how paid when paid and all you know about it

if there are any circumstances that induce you believe said note was paid or not paid State fully what those circumstances were

Answer by Witness; I know Wells Bought a Tract of Land on which he died of Haskins and Haskins Bought the same from Thompson as to the giving of a note in part consideration I only know it from Wells; I know that Wells sold a note in urbanna to the insurance co on Frederick & Philip Betty for five hundred Dollars undersigned by Bales Breedlove said note was payable to Levi Wells and i believe he sold the note at not less than 20 per cent discount this was some short time before the settlement between Haskins & Wells alluded to in Mr Betty former deposition to the best of my recollection Wells tolled me at the time he sold the note on Betty at such a discount was for the purpose of buying his own note that Haskins held against him in part consideration for said Land and in that apporation he would make fifty dollars I saw him Receive the money from the insurance office I afterwards heard Wells say that he had ~~taken up~~ paid off his note from Haskins that said Haskins held against him for the land and that all the claim against the land was what Molly Thompson held meaning the widow Thompson; I believe what Wells toled me in Regard to paying Haskins was true and my Reasons for believing so ~~was~~ is because i was familiarly acquainted with his dealing i have went his security at diferent times for large amounts I always found him to give me a true relation of his business if he had applyed this money for any other purpose i think i should be likely to have nowed it as i was familiar with his business

Elijah Breedlove

The Administrator of
Wills
vs
A Haskins —

Replication —

Filed 9 Oct. 15th 1847
John Cassie
Clerk

Dabs Bruellen &
Nathan Wells Administrators
of Levi Wells deceased
vs
A Deskins

In Chancery in
Union Circuit Court

and the said Complainants
come and say that the matters and things contained
and set forth in their said Bill of Complaint are
true in substance and in matter of fact and that
the matters and things set forth in the answer of
said Deskins contrary thereto are untrue and this
he is ready to make appear as by this Court shall be
directed

D S Bell Atty for
Complainants

The Administrator of
Wills
vs
Creamer and others

Replication —

Filed Oct. 19th 1843
John Cassel Clerk

Bales Brudlow and Nathan Wills
Admin's of Levi Wills deceased

vs

Michael Chenoweth Polly Chenoweth
& Hannah Thompson

In Chancery

And the said Complainants
come and say that the
Matters and things set forth
in their 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
defendants contrary thereto are untrue and this he is ready
to make appear as by this Court shall be directed

D S Bell Solicitor for
the Complainants

Printers Affidavit
in the Case of the Administrators
of Wills — —

Filed July 2d 1844
John Cassie Clerk

State of O
Union County

P B Cole one of the Co
publisher in the
Argus and Unio
in Said County a
that the Advert
Said Paper for
1844 of the co
Clover this July 2

Sworn and
July 2 d 184

came before Mr James
ister of the peace in
County of Union aforesaid
Newspaper printer and
aid County in the the
ner of General Circulation
doth depose and say
was published in
uently
week before the July Term
of Said County

P B Cole

e fore me
na Turner J P

ADMINISTRATORS SALE.

Notice is hereby given, that in pursuance of an order of the Court of Common Pleas of Union county, Ohio, at the April term thereof, 1844, Bales Breedlove and Nathan Wells, Administrators of Levi Wells, deceased, will offer for sale on the 2d day of July, A. D. 1844, at the door of the court house of said county in the town of Marysville, at public vendue, free of any dower right, and at not less than two-thirds of the appraised value thereof, the following described premises, and real estate, to wit: one hundred and twenty five [125] acres situate in the Township of Allen in said county, part of Millitary survey No. two thousand eight hundred and thirty three, [2833] bounded and described as follows, to wit: beginning at William Milligan's north east corner, in the back line of the original survey, thence south 53 west with Milligan's line to the creek where Isaac McLung's land corners in said Milligan's line, thence up the creek with its meanders so far as shall include one half the survey sold by Lyne Sterling to Thomas McLung, for two hundred and ninety two acres to a stake, thence north 53 degrees east so far as shall reach the original back line, to a stake in said line, thence south 37 east with said line to the place of beginning, excepting twenty five acres, part and parcel of the above described land, situate adjoining the military line to be of equal width on the south side, leaving to be sold as above mentioned one hundred and twenty five acres. Terms of sale, one third cash in hand, one third in one year, and the remaining third in two years from the day of sale,—defered payments to draw interest from the date, and to be secured by mortgage on the premises.

BALES BREEDLOVE &
NATHAN WELLS—*Administrators of Levi Wells, deceased*—
By D S. BELL, Their Attorney.

May 31st 1844. n4—ts.

Printer's fee $7,00

State of Ohio } Personally came before Me James
Union County } Turner a Justice of the peace in
and for the County of Union aforesaid

P B Cole one of the Editors and publishers of a Newspaper printed and
published in the Town of Marysville in Said County intitled the
Argus and Union County Advertiser and of General Circulation
in Said County and being duly Sworn doth depose and say
that the Advertisement hereunto attached was published in
Said Paper for ~~Six Consecutive~~ four successively weeks next before the Fifty Term
1844 of the Court of Common Pleas of Said County
dated this July 2d 1844

P B Cole

Sworn and subscribed before me
July 2d 1844 James Turner J P

twenty-six votes from Pennsylvania,
ure for clay and freelinhuysen."

MOST HORRID FATALITY.

In Wayneshire S...

Adms of Wells
vs
Absalom Wells et al

Hoskins Answer

Filed Oct. 19th 1843
John Caspie Clerk

Administrators of Levi Wells
vs
Absolom Wells et al

In Union Common Pleas
In Chy

The separate answer of Alpheus Hoskins to a Bill in Chancery Entitled against him and others by Bayles Breedlove & ~~Absolom~~ Nathan Wells Adms of the Estate of Levi Wells dec.

And the said Alpheus Hoskins now comes and for answer to said Bill or so much thereof as it is deemed necessary for him to answer says: That the matters and things stated in said Bill may be and are all true so far as this defendant knows or believes with the exception of that part of the bill which relates to the payment of the amount due from said Wells dec. to Respondant as the original purchase money for the land described in Complainants bill

When Respondant sold said land to said Wells ~~the~~ said Wells entered into a written contract with Respondant to pay for respondant ~~and~~ in addition to the amount for which said Wells gave his note to Respondant ~~the~~ about three hundred and fifty dollars the exact amount not now remembered as said Wells paid in his life time the amount of Respondants debts so agreed to be paid and took up said contract and respondant is informed that said contract is now in the hands of the Complts.

Respondant is informed that said Administrators consider the amount so paid should be

in pursuance of said Contract should be deducted from the amount of the note state due respondant

But respondant expressly charges that the amount so paid was a separate agreement and a bonafide part of the consideration in addition to the amount for which the note was drawn Respondant further states that the said Note was drawn by said Levi Wells for the sum of $598.92 and due the fourth day of June 1843 with interest upon which there is one indorsement of 110$ May 5th 1841 and of one $50.50 Respondant further states that the ballance of said Note is still justly due and owing from said Estate to Respondant. Respondant is willing said land should be sold but asks that the amount due Respondant be paid out of the proceeds of said sale before the same be distributed among the other creditors of the estate &c.

State of Ohio Union County ss

Alpheus Parkis being duly sworn says that the matter and things contained and stated in said bill from the information of others he believes to be true and the matter and things stated as of his own knowledge. He knows his substance and fact. A. Parkis

Subscribed and sworn this 18th day of August 1843

John Cassil Clerk

Affidavit of
of John Capel —

Filed April 16th 1844
John Caspie
Clerk

UNION COMMON PLEAS.

In Chancery.

Bales Breedlove and Nathan Wells, Administrators of Lvi Wells, deceasd.

vs

Susannah Wells, widow &, Absolem Wells, William Reevs, & Rebecca his wife, late Rebecca Wells, Samuel Wells, George Holycross, & an infant heir, of said Holycross, Richard Wells, Nancy Wells, Andrew Wells, Susannah Wells, James Wells, Christiana Wells, Levi Wells, Alpheus Hoskins, Michael Cramer, & Polly his wife, Hannah Thompson, & Jane Thompson, defendants.

Petition for sale of Real Estate of Defendants to pay debts.

The complainauts filed their aforesaid Petition in said county, on the 18th day of April 1843, charging amongst other things, that they are the administrators of Levi Wells, deceased, that the sale bill of the personal property amounted to $387 53, that the appraisement bill of the notes, accounts, bonds, &c., amounted to $1287 12, property taken by the widow at the appraisement $147 25, that the debts due and owing by the estate is $2439 00, the amount chargable to the administrators, consisting of notes bonds, moneys &c., is $1287 12 cents, that in 1839, defendant Alpheus Haskins, purchased bg Title Bond, of one Hugh Thompson, deceased, 125 acres of land in Union county, Ohio, for the consideration of $1500 00, and paid $422 00 thereon, and in 1840, assigned said bond to said Levi Wells, said Levi Wells agreeing to pay the balance of the consideration money and interest, that between six and seven hundred dollars remain unpaid, that judgment was rendered for the same, that for further consideration for said land, Wells gave his note to said Hoskins, for 592,00 dollars, which has been paid by defendant, that it is necessary to sell the land, to pay the debts, that the personalty is insufficient, that said Heir of said Holycross, is an infant, and the name unknown to complainants, defendants Richard, Nancy, Andrew, Susannah, James, Christiana, nd Levi Wells are all minors and for whom a Guardian adlitum is prayed, William Reevs and Rebecca his wife, reside, in Tippecanoe County, Indiana, that said Thompson is dead, leaving his widow, named Polly, who since intermarried with said Michael Cramer, that defendants Hannah and Jane, are children and Hiers, and only Heirs of said Thompson, and Jane is a minor, that the fee simple of said land was in said Thompson, & submits to the Court whether the widow of said Wells, is not entitled to dower in said land; said land is worth 15,00 dollars; said land is part of Suavey No. 2833 beginning at William Milligan's North East corner in the back line of the original Survey, thence South 53 deg. West with Milligan's line to the creek where Isaac M'Lung's land corners in said Milligan's line, thence up the creek with its meanders so far as shall include one half of the Survey sold by Lyne Starling to Thomas M'Lung for 292 acres to a stake, thence North 53 E, so far as shall reach the aforesaid original back line to a stake, in said line, thence South 37 East with said line to the beginning containing 150 acres, out of which, 25 acres is reserved, adjoining Milligan's line, to be of equal width on the Southerly side, said petition concludes with a prayer that said real estate be decred to be sold to pay the debts of the estate after the personalty is exhausted and after allowing the widow out of the money arising from the sale such Dower as will be right and for general relief &c.

D. S. BELL,

Solicitor for Petitioners.

October 18, 1843.—3t.—p f 14.

State of Ohio } ss Personally came into open
Union County } court John Cassel Editor and
Publisher of a Newspaper printed and published
in the Town of Marysville in the County aforesaid
called the Union Gazett and being duly sworn
doth depose and say that the within and hereunto
attached advertisement was duly printed and published
in the aforesaid paper at the place aforesaid for
Six Consecutive weeks in succession immediatly after the
last ~~[illegible]~~ Term of this and that said Newspaper then
was in General Circulation in the County of Union
aforesaid

John Cassel

Sworn to and subscribed in open court April
16th 1844

Silas G. Strong

Pabs Bradlee and
Nathan Wills
Administrators of
Levi Wills deceased
vs
the Widow and
Heirs of Said Levi
Wills

Affidavit for
Publication

Filed April 19,
1842
Filson Clerk

State of Ohio } Personally came into open
Union County } Court Nathan Wills and
Made oath that William
Rees was intermarried with Rebecca Wills one of
the children and heirs at Law of Levi Wills
deceased late of Union County Ohio and that
said William and Rebecca both resided in
the County of Tippecanoe in the State of Indiana
that himself and Davis Brown Administrators of
Levi Wills deceased now files their bill in this Court
for Sale of Real Estate to ~~[illegible]~~ pay debts of deceased
and for other things in which he is advised by Counsel
and believes to be true it is necessary to make said
Rees & wife party, and that they are so made parties

Atest
Bales Breedlove

Nathan his X mark Wills

Sworn to & subscribed in
open court Apl. 19 1843.
John Cassil, Clerk.

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87	1001	0 59

Bradlow &c
vs
Wills &c.

Filed April 15th 1866
John Cassil, Clerk

ADMINISTRATOR'S SALE.

Notice is hereby given, that in pursuance of an order of the court of common pleas of Union county, Ohio, at the April term thereof, 1844, Bales Breedlove and Nathan Wells, Administrators of Levi Wells, deceased, will offer for sale on the 6th day of December, A. D., 1845, at the door of the court house of said county in the town of Marysville, at public vendue, free of any dower right, and at not less than two-thirds of the appraised value thereof, the following described premises, and real estate, to wit: One hundred and twenty-five [125] acres situate in the township of Allen in said county, part of Military survey No. two thousand eight hundred and thirty-three, [2833] bounded and described as follows, to wit: Beginnine at William Milligan's north-east corner, in the back line of the original survey; thence south 53 west with Milligan's line to the creek where Isaac M'Lung's land corners in said Milligan's line; thence up the creek with its meanders so far as shall include one half the survey sold by Lyne Sterling to Thos. M'Lung, for two hundred and ninety one acres to a stake; thence north 53 deg east so far as shall reach the original back line, to a stake in said line; thence south 37 east with said line to the place of beginning, excepting twenty-five acres, part and parcel of the above described land, situate adjoining the military line to be of equal width on the south side, leaving to be sold as above mentioned one hundred and twenty-five acres. Terms of sale, one third cash in hand, one third in one year, and the remaining third in two years from the day of sale—deferred payments to draw interest from the date, and to be secured by mortgage on the premises.

BALES BREEDLOVE &
NATHAN WELLS,
Administrators of Levi Wells, dec'd.
By S. D. BELL, their Att'y.

Nov. 1, 1845.

Personally appeared before the subscriber a Justice of the Peace Gustavus A. Capel Publisher of the Eagle a News Paper published in Union County Ohio and after being duly sworn says that the notice hereto attached was published in said paper for the term of five weeks consecutively commencing the first day of November A. D. 1845 ~~day of December~~ and that the charge for Printers fee is made out in accordance with the law regulating Printers fee

G. A. Capel

Sworn to and subscribed before me this 15th day of April 1846

James Lemon J.P.

Printers fee 4.50
Aff. .12
$ 4.62

Dalas Bradlow &
Nathan Wells
Administrators of
Levi Wells deceased
vs
Frederick Belly &
Philip Belly

Praecipe for Summons

Filed April 19, 1843.
John Castil
Clerk.

D S Bell Attorney
for the Plaintiff

Union Common Pleas
Debt $500.00 Damages $50.00

Dales Bruellen &
Nathan Wells Administrators
of Levi Wells deceased
vs
Gimarick S. Betty &
Philip Betty

April 18th 1843

To the
Clerk of the Union
Common Pleas

The Clerk of the Court of
Common Pleas of Union County
will Plead upon a summons Columbia
Gauntwith and indorse thereon
this Suit is brought on a Note under
Seal made by the defendants payable
to Levi Wells Plaintiffs Intestate
~~for~~ or order for five hundred
dollars is a Joint and Several Note
Signed and Sealed by defendants
dated June 2d 1842 payable Twelve
Months after date D S Bell
Attorney for the
Plaintiff

125 916
135
458 458
916 66

Filed July 2. 1844
John Cassie Clerk

Union Com Pleas

B Breedlove & N. Wells
Admrs
vs
Widow & Heirs of Levi
Wells

Order of Appraisement &
Sale

This day between the hours
of Ten o'clock am and
four o'clock pm the
appeared the within described
lands and real Estate for
Sale at public vendue by
public out cry at the door
of the Court House in the
Town of Marysville in the County
of Union Ohio in pursuance
of the Statute in such case made
and provided but there has
been no bidder appeared for said
Land Boles Bundlan and
Nathan Wells Admin
is trators of Levi Wells deceased
July 2d 1844 Then & Elijah Breedlove
B & Agents

Personaly appeared before me R W Hale a Justice
of the peace in and for the Township of Allen
Union county the within named C. W. Gray
Wm Baskerfield Enoch Moore an were duly sworne
to impartially appraise the within named
Estate according to law and the best of your
abilities this 19th day of June A.D. 1844 R W Hale J P
Fees 25 cts

We the undersigned being first duly sworn according to law
have viewed the within described real Estate and do
appraise the same at Eleven dollars per Rod
this 10th day of June A.D. 1844

C. W. Gray
Enoch Moore
William Baskerfield

The State of Ohio } I John Cassil Clerk of the Court of
Union County ss } Common Pleas within and for the County
of Union and State of Ohio. do hereby certify
that the following entry is truly taken and copied from the jour
=nal of said Court at the April Term thereof A.D 1844

Tuesday April 16. 1844 1st Day

Bales Breedlove & Nathan Wells
Administrators of the Estate of
Levi Wells deceased
vs
The Widow and Heirs of said
Levi Wells deceased and others

In Chancery
Petition to sell real Estate

This cause coming on to be heard upon the Bill answers of file and replications thereto and proof of publication as to non residents described in the bill and exhibits of file and the Court being fully advised in the premises and it appearing to the Court that a sale of the real Estate described in Complainants Bill is required to pay the debts of the Estate some of which are preferred claims and Liens upon the premises, and it further appear=ing to the Court that Susannah Wells Widow of said Levi Wells deceased is not intitled to any part of the real Estate des=cribed in said Bill as dower, the Court do therefore order that E. W. Crary, William Inskeep & Enoch Moore being first duly sworn do upon actual view of the real Estate in the said Bill described, To wit, one hundred and twenty five acres situate in the County of Union aforesaid in the Township of Allen in said County part of Military Survey No 2833 bounded and described as follows beginning at William Milligans North East Corner in the back line of the original Survey thence South 53° West with Milligans line to the creek where Isaac McLungs Land corners in said Milligans Line thence up the creek with its meanders so far as shall include one half the survey sold by Lyne Starling to Thomas McLung for two hundred and ninety two

acres to a Stake, thence North fifty three degrees East so far as shall reach the aforesaid original back line to a Stake in said Line thence South thirty seven East with said Line to the place of beginning Excepting twenty five acres part and parcel of the above described Land Situated adjoining the Military Line to be of Equal width on the southerly side) make a just appraisment and valuation of said Real Estate and make a return of such appraisment and valuation to the next Term of this Court and that the said Bales Breedlove and Nathan Wells administrators as aforesaid proceed according to Law to sell the said Real Estate above described upon the Following Terms, to wit: One third thereof cash in hand, one third in one year the other and remaining third in two years from said sale the deferred payments on interest to be secured by Mortgage on the premises, that the administrators bring the Money into Court subject to the order of this Court, And that said administrators make return of their proceedings to the next Term of this Court and that this cause stand Continued.

In testimony whereof I hereto subscribe my name and affix the seal of said Court this 31st day of May AD 1844

John Cafsil Clerk

A3.

The Deposition of Jonathan Betty and others taken at my office in the court house in the Town of Marysville on the 31st day of May 1869 to be read in evidence in a suit pending in Union Common Pleas in Chancery in which the Administrators of Levi Wells deceased are Complainants and Alpheus Hoskins and others are defendants to be read in evidence on the part of Compts Notice of time and place of taking deposition by consent of counsel D S Bell Atty for Compts and W R -- Lawrence Atty for deft present

Question by D S Bell for Complainants to J Betty Witness State whether you may know relative to the giving of a note by Levi Wells deceased to Alpheus Hoskins of about $5 98. 92 Cents and also State any thing you may know relative to any payment on said note for the amount thereof in whole or part

Question by Witness - Hoskins toled me that he held a note against Levi Wells and wanted me to buy the note I toled Hoskins that i could not buy the note and i advised him to go to Wells and Likely Wells would buy the note himself afterwards Hoskins & Wells had a settlement in our house and Wells full about eight Dollor in Hoskins Debt and gave his Due bill to Hoskins at the same time Hoskins wanted the money for the Due bill and i owed Wells Mr Wells wanted to get the money from me to pay Hoskins I toled Wells that I held Hoskins's note for $10. and gave the note to Wells and Wells gave Hoskins his note and lifted his own

Question by Same State when this Settlement was of which you Speak

Ans by Same. the settlement ~~[illegible]~~ between Hoskins & Wells was August the 9th 1841 by Same did they say when they Settled any thing about the amount of the Note of which you Speak for what the Note was given giving you please the whole Conversation relative to the Note

Ans by Same. they did not there was not any thing said about the note at the time of the settlement

by Same State whether previously to said Settlement he said any thing about this Note if So what did he Say

Ans by same: Previous to the settlement Hoskins toled me that Wells owed him a note for five hundred Dollars or upwards the amount i cant tell he toled me it was for Land that he sold Wells by Same State whether this was or not the Note Wells Settled for as you have shown Mentioned

Ans by same. I dont know whether the note was settled or not at the settle=ment I dont know that i ever saw the note by Same in that Settlement about how Much did Wells Settle or pay Hoskins ~~Well~~ Either in Money or otherwise

Ans by same I Cant tell any thing about the amount they settled for

by Same did Hoskins inform you how much Wells was to allow him in all for the land he sold
Ans by same I Cant tell that
Quest. by Deft Haskins Sol
Did they cancel the note and accounts that day settled in your presence and what notes were they?
Ans by same they Canseled some notes & accounts that day but what notes nor what amount I Cant tell
Question by same Did they that day there endorse fifty dollars on this note which Wells agreed to pay Robert Graham for Hoskins?
Ans by same not that I know of for i did not see the note
Question by same Who Else was present?
Ans by same Orlin Haskins was present Nathan Wells was present a part of the time and a man by the name of Cumins
by Same was this a full and final Settlement as you then understood it or did they speak of other matters to be Settled
Ans by same I did not under stand them to say it was a full and final Settlement nor i did not hear them say any thing about any other settle- - ment to be made Frederick Betty

Also at the same time and place John Lyoner of the County of Union of Lawful age being first duly sworn Deposes and says- Question by Bell for Complts State any thing you may know relative to any payments made by Lot Wells deceased to Alpheus Hoskins if any were made State when where and how much

Ans by witnes I never new of any payment made by Wells to Hoskins only one made to Robert Graham by Wells I think the amount paid Graham was some thing over one hundred Dollars i dont know the exact amount it might have been one hunched and ten Dallars the payment was made Henry Kizartes in Marysville I cant Recollect when the settlement was I under stood Wells & Hoskins had a settlement afterwards at Bellz.

John Turner

Also at the same time an place Hugh McAdow of the County of Union of Lawful Age being first duly Swo— Deposes as follows

Question by Dell for Complainants State any thing you may know relation to any amount owed by Levi Wells in his Life to to Alphues Hoskins and to any way said amount was Secured or paid and all you knew about it

Ans by witnes. I think about eight days after the death of Mr Wells I had a conversation with Mr Hoskins concerning Wells's affairs Hoskins spoke of the loose way Wells had of doing business he also stated to me that Wells estate would be hard to settle up by cause of that loose way of doing business he Hoskins stated to me that he held a note against Mr Wells and that he said he had told Mr Wells that he had ought to take the note up because it was paid

he toled me that Wells had requested him to bring the note over and he Hoskins stated that he had toled Wells that he would bring the note over. to the best of my Recollection the note mentioned was four or five hundred Dollars the precise amount i dont Recollect Hoskins mentioned that so large a note as that a man should be carfull of and take it up

Question by Deff Did he say how the note was paid

Ans by sam he did not say how it was paid

by Bell Stat whether or not Hoskins told you distinctly the note was paid by Wells

by Same was this note in part payment for the land Wells bought of Hoskins on which Wells died or not and I understood from Hoskins that it was

Ans by Same he told me that Wells had paid the note Hugh McAdow

I James Lowner a Justice of the peace in and for the township of Paris in the County of Union Ohio do hereby certify that the above named Frederick Belty John Lowner & Hugh McadOw were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the time and place first mentioned by consent of parties

Given under my hand this 31st day of May 1844 James Lowner JP

Feebill

Justices cost	$1.25
Witn J Belty	25
J Turner	25
H McAdow	25
	$2.00

Also at the same time and place Angus Clark of the County of Linn of Lawful age being first duly sworn Deposes as follows

Question by Pltff per Compts State any thing and Every thing you know relative to the Sale of 125 Acres Land bought by L Wells of A Hoskins on which Wells died the consideration for it also a Note of $598 92 cents part consideration for the Land

Question by witness I way by at the time the contract was close for the sale of the land to the best of my recollection at the close of the bargain Wells was to give Hoskins seventeen hundred Dollars the crop included & the garden Reserved by Hoskins there was an order given by Mr Thompson to Mr Hoskins to the amount of one hundred & thirty three or thirty five Dollars which order Mr Hoskins accepted My self and Daniel Harris was bail for Thompson to Daniel I go and this order was for Hoskins to pay I go that money Wells afterwards paid the amount of the order with cost on a suit Brought against Thompson and that amount was to come out of the first

payment made on the Land and it was further agreed that Wells should pay sundry debts for Hoskins which they agreed to make out a shedule and went to Orange for that purpose and these debs with the residue the 135$ to be applied on the first payment and the balance was to be put in to a note payable in one or two years two i think the 135$ order amounts to 157$ i think Wells was to pay Thompson between six & seven hundred Dollars besides the order above spoken of I put a note on Hoskins in to Wells hands for him to turn in to Hoskins and pay me the amount which was nine teen Dollars & fifty cents i was ~~with Mr Wells afterwards some time~~ in a conversation witness had with Hoskins on the 21 day of Nov 1841 in which he toled Hoskins that Wells had toled him that he had paid him Hoskins the whole amount that ~~the~~ he owed Hoskins for the land including the note that was given for the last payment witness als toled Hoskins that Wells had toled him how he had paid Hoskins and Related to Hoskins the way and manner that well had related to me I repeted this twice or thrice I toled Hoskin that Wells had tole me that he had went to the insurance company and put in a note on Bellys for five hundred Dollars and drew four hundred and Wells toled me the year all owed him five hundred

and fifty Dollars and that he made fifty Dollars in the two trades Hoskins neither admitted nor denied the conversation that i told him that Wells had said

Ay question by Deft Did you tell Hoskins in that conversation how Wells said he paid the last he owed Hoskins if so how was it?

Ans by same yes i did Wells said the last that he owed Hoskins was a eight or nine Dollar note i dont Recollect whether i told Hoskins How Wells said he paid that note

Angus Clark

I James Turner a Justice of the peace in and for the Township of Paris in the County of Union Ohio do hereby certify that the above named Angus Clark 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 respectively subscribed was reduced to writing by me and was taken by consent of parties at the time and place before mentioned Given under my hand and Seal May 31st 1844

James Turner J P

Justice cost $0 62
Witness A. Clark 25

Union Com. Pleas

Michael Cramer
et al

vs

Joint Answer

Balz Bruedlove & wife
Admx. &c.

Filed Oct. 15. 1843
John Cassil
Clerk

Bales Breedlove Adm
Nathan Wells Adm
of the Estate of Levi Wells dec'd
vs
Michael Cramer et al

Union Com. Pleas

Petition to Sell land

The joint answer of Michael Cramer Polly Cramer & Nancy Thompson defendants to said Petition. For answer to the same, ~~say for~~ so far as they are advised is necessary for them to answer, say, That Hugh Thompson deceased in his life time, And on the first day of May 1839. Executed the title bond which is marked Ace, & filed with the petition in this case, to Alphius Hawkins, for the sale of the land therein described. — For which the said Hawkins was to pay the said Thompson the Consideration mentioned in said title bond, (being fifteen hundred dollars,) — a part of which was paid — And the balance said Hawkins failed to pay when due, and for which balance, (being the balance of the note of $1077) the said Thompson in his life time brought suit, But afterward in the month of departed this life, before a judgement was attained on said note. — And the said Polly Cramer, (at that time Polly Thompson widow of the said Hugh Thompson deceased) was afterwards appointed Administratrix of the Estate of said Hugh Thompson deceased. — And thereupon as such Admrx she proceed according to law, and obtained a judgement against the said Hawkins, on the law side of your honorable Court in and for the County of Union at the Oct. Term Thereof 1840. for the sum of $1011.71 And these defendants further answering say, that previous to the rendition of said judgement, To wit on 14th day of Aug. 1840, the said

Haskins assigned said title bond to said Levi Wells (since dead,) And afterwards to wit on the day of April 1841. The said Polly Thompson as such Admx. - Took from the said Levi Wells, his judgement notes for the full amount of said judgement, against said Haskins, with the interest - ~~[illegible] said Wells for said Haskins~~ - The said Admx. believing it to be for the best interest of said estate to do so, in as much, as the said Wells was then considered entirely responsible & able to pay said claim, whereas said Haskins was not.

And these defendants further answering, say, that the said Levi Wells during the summer of 1841 did pay to said Admx. on said judgement notes about the sum of $ - being the amt. of one note, and something on the other, - the ballance of which the said Wells, neglected to pay when the same became due, - & the said Michael Cramer one of the defts having intermarried with the said Polly Thompson - was afterwards appointed Admr. of said Thompson's Estate.

And thereupon he brought suit on the remaining judgement note against said Wells, in the Court of Com. Pleas Delaware County O, - and at the Nov. Term thereof 1841. recovered judgement on the same against said Wells for the sum of about $620, which, with the interest, since that time remains unpaid, & is the amount yet due the said Thompson's estate - for said Land.

- These defendants therefore pray the Court that said Land may be sold as prayed for by the petitioners, - & that the first money made by such sale be applied to the payment of said judgement in

favor of said Hugh Thompson's Estate
And that the said Michael Cramer as Adm.
of said Thompson's Estate be empowered by your
honorable Court to make a deed to the
purchaser of said Land on behalf of said
Hugh Thompson's minor heirs,

By W Beale Atty for
Defts

Michael Cramer
Polly Cramer
Hannah Thompson

State of Ohio
Union County ss } Personally appeared before
the undersigned a Justice of
the peace in & for said
County - the said Michael Cramer
Polly Cramer & Hannah Thompson, & being
each severally sworn according to Law, say
that the several matters & things set forth in the
foregoing answer as from the information of
others they believe to be true & that ~~the~~ all
the other matters & things therein set forth are
true in substance & in fact,

~~Sworn to & subscribed this 12th day of Oct 1843~~ Michael Cramer
Polly Cramer
Hannah Thompson

Sworn to and subscribed before me this 12th day
of October A.D. 1843 J.B.W. Haynes: Justice of the
Peace

Cramers costs

file of answer 6 Copy of answer 75

Hoskins costs

file of answer 6 Copy of do 50

Aff. 25 file n 29

35

50

81

166

record 125

291

Jonas P. Boal et al.

Bogardus et al.

vs

Margaret Reed —

Julia A. Boal

Martha Eliza Boal

Franklin J. Boal

Sophia A. Boal

file of Bill	6
Docket	6
Aff.	8
order of Sub.	25
sub to chan.	25
return 6 file 4	10
sub. to sheff. Un.	25
return 6 file 4	10
Aff. 25 file 4	29
file of Replication	4
Con	10
Proof of fact	25
2 files 8	8
Con. 10	10
Decree 10 Entry 50	60
Order of Appro sale	50
2 files & Con 10 —	18
Con 10 order 50 —	60
Con	10
Con 10 order to sell 10 Oth	22
order of sale	50
return & file	10
Order of confirm sale &c	60
Con.	10
order of sale	50
return & file	10
Con	10
Aff. 25 Con. of sale 25	50
Cost. & Sheriff	471
	715
decree	610
Copy of Appro	500
	1828
Clerk Bookings & Con. &c	291
	21,19

Sheriff. Steel	5,86	
" Neigh	176	
" Rob	64	8,26
Wit S. B. Cole	50	
J. Belz	75	
E. Breedlove	50	
R. Graham	50	
J. Zurner	25	
A. McAdow	25	
A. Clark	25	300
J. P. J. Zurner	343	343
Const Wm Wiles	20	20
Printer. Cassil	3125	
" Cole	1400	4525
		81,33

Copy of Bill	150
" order fact	25
Copy of aff	20
Copy of Repli	10
" of Notice & aff	75
Copy of Decree	50
Do of Appro & sale	50
Do of sale & return	50
" of order & return	60
" " do Do	60
do " " "	60
	610

Clerk	1828
Sheriff	826
Wit	300
Justice	343
Const	20
Printer	4525
	7842
	166
	8008

Sheriff

Steel on sub	520
	176
	16
	16
	16
	16
	16
	586
Neigh on sub	176

Rob. col. case

64

Printers fee

Cassil Not. in chan	1425
	600
	125
	374
	3125

Cole

	700
	475
	225
	1400

	3125	
	1400	
	4525	1828
		2150
		586
		5164
	3125	1176
	1828	53,40
	826	
	166	
	5945	

	156	
	62	
20	125	
	343	

	3317
	3125
	1400
	7842
	166
	8008

4525
1400
3125

Wells and Breedlove Admr of L Wells Estate

To Cole and Lawrence Dr

June 1st 1844	To publishing notice & extra for sale of Real Estate —	$ 7.00
Aug 31 "	To publishing Same	4.50
April 1845	To Publishing Same	4.50
		$16.00

P B Cole being duly sworn according to law says that the above acts are for publishing the notice for sale of Real estate for the Estate of Levi Wells dec'd in the Argus & Union Co. advertiser, And that the law two Charges being under the law regulating the fees of printers, the same is in accordance with the letter & spirit of said Law, as he verily believes, and further saith that all said Charges are justly due & unpaid

April 15 1846 P. B. Cole

Sworn to and Subscribed to in Open Court
April 15th 1846 John Cofoid, Clerk

Clerk
of Union
Com pleas
receipt for
printers Sheriffs
and Clerks
fees $66.00

Filed April 16 1846
Jol Carrill Clk

Marysville April 16th 1866 Recd of Bales Breedlove & Nathan Wells admrs of the estate of Levi Wells decd by the hand of D.S. Bell Esq sixty six dollars & sixty six cents in full of Clerks, Sheriffs & Printers fees in the case of Breedlove & Wells vs the Heirs of Levi Wells decd on petition to sell land in union common Pleas

John Cassil, Clerk
Union Common Pleas

Served by leaving copies on all the within named defts. Nancy Wells Michael Cramer Polly Cramer Stephen Hopkins, Hannah & Jane Thompson June 26, 1843. — June 27, 1843. Served on all the above named defts Nancy Wells, — by leaving certified copies. Nancy Wells not found

W W Steele Sheff

Union Clerk Office

B. Breedlove & N. Wells Admrs &c

vs

Sarah Wells et al

Sub = Chg

Serv	2,75
Mile,	1,25
Copies	1,20
	5,20

Filed June 29th 1843

John Caffee

Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you sommon Samuel Wells, Richard Wells. Francy Wells, And: Wells, Susannah Wells, James Wells Christian Wells Levi Wells, Alphens Hoskins. Michael Cramer Polly Cramer Hannah Thompson Jane Thompson

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Fifth — day of July — next ensuing, to answer a Petition in Chancery, exhibited against them by Bales Breedlove + Nathan Wells Administrator of Levi Wells deceased

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 17 — day of May A. D., 1843

John Cassil Clerk of Com. Pleas.

35
2 40
2.75
50
1.30
4.55

Receipt of
D S Bell
Attorney for
$25 00
fee on petition
for Sale of Land

Filed April 16 1866
John Carroll Clk

Received of Bales Brudlow and Nathan Wells Administrators of Levi Well deceased my fee as Attorney in the Sale of Real Estate to pay the debts of the Estate $25.00

April 16th 1846 D S Bell —

14.

Receipt of
D S Bell Attorney
for P Bredlow Jr
Wm Adams Jr
for $18 88 1/2
Cents pecuniary

Filed April 16. 1846
Joh Cassil Clk

Received for the admr of Levi Wells one third of there percentage comeing to said Administrator for the sale of Real Estate to pay debts the whole percentage being $55.00

Amt Received $18 33 1/3 cents

R S Bell Attorney
for Admr

April 18 1846

Chancery Case File

Case No. 1843-CH-0009

Chancery Case File

Case No. 1843-CH-0011

Chancery Case File

Case No. 1843-CH-0012

No. 43-CH-12

Union Common Pleas Court.

Ann Rose

Plaintiff,

AGAINST

Rose Ruben

Defendant.

OCT 1843

Dismissed

No Record.

Journal 3 Page 174

Record No. Page

Ex. Doc. Page

Union Com. Pleas.

Ann Rose
18 } Petition for Divorce
Reuben Rose

Filed May 4th 1843.
John Cassil
Clerk.

Cost bill made
1843

P. B. Cole

To the Court of Common pleas. within and for the County of Union and State of Ohio. In chancery sitting

Your petitioner Ann Rose. Bona fide. a resident of the County aforesaid. represents to the Court. that on the first day of January A.D. 1840. She was lawfully married to one Reuben Rose. In the city of Lancaster and State of Pennsylvania:- where she continued to reside with her said husband untill about the last of April next following. ~~when~~ when your petitioner removed with her said husband to the State of Ohio. where his relations resided. and where he proposed settling. And your petitioner further represents that the said Reuben, brought her to the town of Marysville in this County. ~~sometime~~ about the 10th of May A.D. 1840. where he and your petitioner remained for about one month. in the family of J. G. Sprague (brother in law to the said Reuben) - From here he then removed with your petitioner to Circleville Pickaway County Ohio - Where we remained. (boarding at a tavern) till the 17th day of June A.D. 1840. when the said Reuben. left there. telling your petitioner: that he was going to Cincinnati on business. and would return in ten days from the time he left. - your petitioner represents that the said Reuben. was engaged as an agent for a stage company. and pretended he was going away on that business when he last left. since which your petitioner has never seen him or received any letter from him. he ~~some time~~ six months afterwards wrote a letter to his Sister. (living in this County) in which he did not mention anything about your petitioner - said letter was written at Cincinnati. And did not state whether he intended to return home or not - Since which your petitioner has only heard of him by flying reports. which say that he had been guilty of passing counterfeit money & was flying from the officers. your petitioner further represents that the said Reuben. left her in Circleville boarding at the Tavern above mentioned. without any means of paying

her 24 pence, or furnishing herself with any of the necessary of life. That she remained there about two months after he left, anxiously waiting for his return, and not hearing any thing from him. She then wrote to his brother in Law aforesaid living in Maysville, who came after your petitioner and brought her home with him. - That your petitioner was left utterly destitute of any means of paying her board in Circleville, to pay which she was forced to give up a valuable Shawl of her own ~~[illegible]~~ wearing apparel. Your petitioner further represents, that she has resided in the County of Union aforesaid, all the time since the fall of 1840. And supported herself ~~and supported herself~~ by her own industry, entirely unaided by the said Reuben. - Your petitioner further states to the Court, that the said Reuben had no just cause to leave her, for that she knew of no pretended cause. That they lived together in peace and harmony. Your petitioner performing the duties of an obedient and affectionate wife towards the said Reuben up to the time he left her.

Your petitioner therefore charges that the said Reuben Rose has been guilty of gross neglect of duty towards your petitioner. In this, that he has wilfully abandoned her, not provided any means for her support and maintainance for nearly three years last past. - But has left her in the world unprotected, to support herself by her own exertions.

Your petitioner therefore prays, that for gross neglect of duty on the part of the said Reuben Rose toward as your petitioner, your honors would decree a dissolution of the marriage contract, now existing between your petitioner and said Reuben Rose. - And your petitioner further prays that the said Reuben Rose, (whose residence is unknown to her) may be made defendant to this bill

And that your honors will grant her such other & further relief as Equity and Conscience may require. And as in duty bound the will ever pray &c.

Ann Rose

By P B Cole her Solicitor

Chancery Case File

Case No. 1843-CH-0014

No. 43-CH-14

Union Common Pleas Court

John Reed, Bishop
Plaintiff,

against

Catharine Leamon et al
Defendant.

OCT TERM. 1845

Decree for plaintiff

Journal 3 Page 407 358

Record No. 4 Page 448

Ex. Doc. Page

and that they or either of them may answer specifically the allegations herein contained. And especially that the said Administrator may state the amount due the estate of said Snodgrass on the said land and the prayer of this bill is that on final hearing the said premises may be sold subject to the order of this court and the said Wm Porter as such admr authorized to execute the necessary deed to the purchaser and your orator prays other and further relief in the premises. By Wm B Lawrence Sol

Mrs. Corn Ras

Lot Rec & A
Keyes Admrs.
vs
Catharine Newman
et als

Petition to sell
land

~~[illegible]~~

Filed Aug
3d 1843
John Cahill
Clerk

Recorded
J Burnham
Wayne
Sec

Petition
23

To the Honorable the Judges of the Court of Com Pleas when in Chancery Sitting

John Reed 3d and Andrew Keys administrators of Jacob Seaman late of this County deceased would respectfully represent that ~~said~~ they have proceeded in settling said estate so far that that have ascertained that the assets of said estate amount to $184.00

That the attested liabilities on the same ~~1052.00~~ 1236

leaving a balance against said of 1052 $.

That the only means to discharge this sum will be by a sale of an equity in in lot No (3.) so (known and described) in the Town of Milford this County. That there is a balance due the vendor ~~of the~~ said lot but no means in the hands of the administrators to satisfy the same

The prayer of your petitioners is that Catherine Seaman Widow and Angeline, Esther Elizabeth, and Philander Seaman children and minors may be made defendants ~~and that a final hearing may be had and order and decree sale of said equity for the satisfaction of said debts and that the estate may be fully closed and as in duty bound they will ever pray &c~~

~~By John Reed Administrator~~

And the said Admrs further shew ~~that the legal~~ that the legal estate in said premises above described is in the Heirs of Wm Snodgrass late of this County deceased to wit Emaline Snodgrass Albert Snodgrass. Viola Snodgrass and Delmore all infants and that Sarah Snodgrass his widow and entitled to dower and further that Wm Poste was regularly appointed administrator of the said Wm Snodgrass deceased All of whom your petitioners pray may be made defendants to this bill

Mion Com Pleas

Katharine Seaman
ads } answer
J. Reid & A Reyes
admrs of Seaman

Filed May 27th 1845
John Cafie, Clk

Recorded

The Separate Answer of Catharine Seaman to the Petition exhibited against herself and others in the Union Com. Pleas

This Left now comes and for answer to said Petition so far as she is concerned says that she admits the several allegations in the said bill contained and submits her case to the adjudication of the Court upon the facts as set forth and as in duty bound she will ever pray &c This is to certify that I Caroline Seaman do hereby Relinquish all Right to dowry Caroline Seaman

Marion Com Pleas

Wm Porter adm
of Wm Snodgrass
vs
Anson
G Reed & A Keyes
admrs of Steamer

Recorded

The Separate Answer of Wm Porter admr. of Wm Snodgrass to the bill of Complaint exhibited against him and others by John Reed & A. Reeves admrs This Defendant Now Comes and for Answer to so much thereof as he is advised is material says that there is due the Estate of said Wm Snodgrass from the Complts as admrs of Jacob Seaman as a balance upon said Lot the sum of

as found by settlement now due and the prayer of deft. is that the court would authorise and order and direct a deed to be made to the purchaser of said Equity at this time by [illegible] this Deft to save further costs and delay and as in duty bound he will ever pray &c

Wm Clarence
his Solr

Judge

You will much oblige
me by making a minute of the things
to be done under this bill especially if
it will be right to sell clear of Dower

Yours &c

Wm C Lawrence

Keys & Reed
vs
C. Leaman

Filed May 30th 18[illegible]
John [illegible]
Clerk

Recorded

We the Undersigned being appointed by the Court of Common Pleas for Union County to appraise the real estate of Jacob Seamen Deceased and after being duly sworn as the law directs we proceeded to view said property and we therefore appraise the Same at Six hundred Dollars
Given Under our hands this 29th day of May A D 1845

Cyprian Lee
Sumner Paye
David Burnham

C Lee — $1.00
Fees Sumner Paye 1.00
David Burnham 1.00

State of Ohio Town of Milford
Before me Andrew Keyes Mayor of the town of Milford Personally appeared Sumner Paye & Cyprian Lee and was qualified as the law directs to well and truly appraise the real estate property of Jacob Seamen Dec and make return thereof to the Court as the law directs Given Under my hand & seal this 29th day of May 1845 Andrew Keyes
Mayor of said Town

I hereby certify that David Burnham was duly sworn before in the above case May 29th 1845 James Lowmer J.P.

Union Com Pleas

Sarah Snodgrass
vs
J. Reid & A. Reyes

Ans in Chan

Sub. to day

Cost bill entered

Recorded

The separate answer of Sarah Snodgrass to the Bill exhibited against herself and others by the administrators of Andrew Reyes & John Reed Adms of Jacob Seaman in the Union Com Pleas The Defendant now comes and for answer to said Bill says that she knows of and admits the sale of the said lot in the said bill described by her late husband to the said Jacob Seaman. And admits the necessity of the sale of said lands and Lot as charged and under the circumstances prefers to relinquish her right of Dower in the said Lot which she now does and claim her share of the proceeds arising and coming therefrom in the hands of the admrs of Wm Snodgrass and having thus fully answered prays to be dismissed with her costs

Sarah Snodgrass

Union Com Pleas

Recd 5th Rules
vs } Sub in
Lane Beaman
Chancery

Fee —	2.15
Mileage —	30
Copies	.60
	3..05

Filed July 4. 1843.
John Caspie Clerk

Recorded

Served by Certified Copies on the within July 4. 1843.
W. W. Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Sarah Snodgrass, wife, Wm Porter, Emeline Snodgrass, Albert Snodgrass, Viola Snodgrass, Delmore Snodgrass, Catharine Seaman, Angeline, Easter Elizabeth, and Philander Seaman

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of ~~next~~ term next ensuing, to answer a Bill in Chancery, exhibited against them by by John Reed 3d and Andrew Reyes administrators of the Estate of Jacob Seaman

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 3d day of July A. D, 1843

John Cassil Clerk of Com. Pleas.

State of Ohio Union County ss.

I hereby certify the following to be a true copy from the Journal Entry of the Court of Common Pleas, of Union County,

John Reed 3d & Andrew Keyes Adm's of Jacob Seaman decs^d
vs.
Catharine Seaman et als

Petition to Sell Land, This Case Came on to be heard upon the Bill and Answer of Defts. and was argued by Counsel and the Court on due deliberation and Consideration do find the sale of said premises is necessary and do order that the said Administrators cause the said premises described in the said Bill to be ~~oaths~~ Appraised by the Oaths of Cyprian See Sumner Payne and David Burnham Three disinterested freeholders and of Kin to neither of the parties and that they make return of said Appraisment clear of Dower of the said Sarah Snodgrass. forthwith to this Court

Witness my hand and Seal of said Court at the Court House in Marysville this 29. day of May AD 1845. John Cassil Clerk

Union Com Pleas

Angeline Snograss
et al's infants
Pltfs

J Reed and A Keyes
Admrs of Seaman

Answer

Recorded

John Reed & Andrew Reed Admrs of Jacob Seaman vs Katharine Seaman et al

In Union Com Pleas
Petition to sell Land and Town Lot in Milford

The Joint answer of Adeline, Esther Elizabeth, and Philander Seaman, and Emaline, Albert, Viola, and Delmore Snodgrass infant defendants to the bill These defendants now come and say that in consequence of their tender age they are neither able to deny or admit the ~~said~~ several allegations in the said bill contained but submit that the right and equity of the case may be ordered and decreed by the court and pray that the court may see to their interests in the premises and as in duty bound &c

By
P. B. Cole Guardian ad litem for said infant defendants

In pursuance of the within order I proceeded to advertise and offered the within named property for sale at the place within specified on the 19th day of July 1845 and could not sell for want of Bidders and proceeded to advertise and offered the same for sale on the 19th day of August at 3 O Clock P.M. and could not sell for want of Bidders Given Under my hand this 19th day of August 1845

Andrew Keys one of the Admrs. of the within named estate

Filed Aug 19 1845 Th. Carrick

Union County Pl.

Rec'd & Reg'd. Adm. vs

G. Leaner et al

Recorded

Court of Common Pleas Union County Ohio
May Term A. D. 1845

John Reed Jr. &
Andrew Keys, Admrs.
vs
Catharine Seaman et al

On motion to the Court by Mr. Lawrence Counsel for the Petitioners, and upon producing the appraisement made herein by David Burnham, C. Lee & Sumner Payne, under a former order of this Court, it is ordered that the said John Reed Jr. and Andrew Keys, Administrators of the estate of Jacob Seaman, deceased, proceed according to law to sell the real estate in said Petition described clear of Dower, and on the following terms to wit, One third cash in hand, one third in one year and the residue in two years with interest from the day of sale to be secured by Mortgage on the premises, And it is further ordered that said administrators make return of their proceedings to the next term of this Court

The State of Ohio Union County, ss.
I John Capsil, Clerk of the Court of Common Pleas, within and for the County of Union and State of Ohio, do hereby certify that the forgoing entry is truly taken and copied from the journals of said Court. In testimony whereof I do hereby subscribe my name, and affix the seal of said Court this 10th day of June 1845

John Capsil, Clerk

In pursuance of the within order I proceeded to advertise according to law and have enclosed a copy of said Notice to sell said property at the door of the Courthouse in Marysville Union County Ohio on the 28th day of Oct 1845 at 3 O Clock P M at which time I appeared at the place aforesaid and cried the sale and David H Silver bid four hundred Dollars and no other man bid on said property and after crying said bid a reasonable length of time and giving timely notice that I should strike it off if sogn the bid being two thirds of the appraised value I then struck it off to said David H Silver In testimony whereof I have hereunto set my hand this 29th day of Oct 1845

John Reed 3d
Andrew Keyes } admr

Order for sale

J. Seaman

Reed & Keyes

SALE OF REAL ESTATE

BY ORDER OF THE COURT.

ON the 28th day of Oct. A. D. 1845, at 3 o'clock in the afternoon, at the door of the Court House in the town of Marysville, will be sold to the highest bidder, the following real estate as the property of Jacob Seaman, deceased, to wit; in lot No. 3 in the town of Milford, with all the appurtenances thereto belonging, consisting of dwelling house, shop, and barn. Clear of the dower of the widow. Appraised at $600. Terms—one third cash down, one third in one year, one third in two years from the day of sale, to be secured by mortgage on the premises.

JOHN REED, 3d } Admrs. of
ANDREW KEYS, } deceased.

Oct. 1, 1845.

State of Ohio Union County ss

John Reed 3d & Andrew Keyes } On motion to the Court
~ by Mr. Lawrence
Catharine Seaman et al } Counsel for the Peti=tioners And upon pro=ducing the Appraisement made herein by David Burnham, G Lee & Sumner Payne, under a former order of this Court. It is ordered that the said John Reed 3d and Andrew Keyes Administrators of the Estate of Jacob Seaman decd Proceed according to law to sell the real estate in said Petition described Clear of Dower and upon the following Terms, viz. One third Cash in hand One third in One year and the residue in two years, with interest from the day of Sale to be secured by Mortgage on the premises. And it is further ordered that said Administrators make return of their proceedings in the premises, to the next Term of this Court

John Reed 3d & And Keyes. } Aug Term AD 1845
~ Continued under former
Catharine Seama } Order.

I John Cassil Clerk of the Court of Common Pleas of Union County Certify that the foregoing entries is Correctly taken and Copied from the Journals of said Court. Given under my hand and Seal of Office this 21st day of August AD 1845. John Cassil Clerk

Chancery Case File

Case No. 1843-CH-0015

43-CH-15

No. 2071/46

Union Common Pleas Court.

John Reed

Plaintiff,

AGAINST

Jane Parkinson, et al

Defendant.

Journal 3 Page 485

Record No. 5 Page 28

Ex. Doc. Page

order a sale of said premises with the proceeds
and opinion and judgment Riley
Jno E Norman
Col for
John Reed 3rd

Shereby certify that the above is a true copy
and in order of John Parkinson's estate the
Personally appeared to A.139.89k

John Lapsie Clerk Com Pleas

Union Com Pleas

John Reed 3rd
vs
Jane Parkinson et al

Petition to sell land

Filed July 22 1845
John Lapsie Clk

order for appr
appointment &
appointment of Adm

Recorded

To the Honorable the the Judges of the Com
Please sitting for the County of Mercer
John Reed 3rd administrator of the Estate of
Wm Parkison late of this County dec'd
would respectfully represent that the personal
estate of said deceased amount to $139.89½

and the liabilities of said Estate amount to 367.39
exclusive of the costs of administration
that there is no means of paying the same in the hands
of the said adm to defray said debts without the
sale of real estate
That the said Parkison died seized in fee of the
following described realty lying in said County
to wit the undivided one half of all the following
Beginning at the mouth of the saw mill tail race thence S 40 W
18 poles N 73 W 8 poles thence N 22 E 1 pole thence N. 73 W 2
poles and one link N 77 W 1 pole thence N 73 W 2 poles and one link
thence N. 22 E 2 poles thence N 73 W 4 poles and two links thence
N 71 W 16. poles thence N 75 W 60 poles and ½ thence S 17 poles
8 poles thence N 87 W 126 poles thence N 53 E 6 poles to the
bank of the creek thence with the meanders of the creek to the lower
end of high bank of the creek so called thence down the
~~South side~~ South side thence down with the N side of the
mill race to the S. E. Corner of the garden lot thence N 22 E
24 poles to a thornbush on the bank of the creek thence down
with the meanders of the creek to the beginning con-
taining about 9 acres except a part of the same heretofore sold by said Parkison to
Jane Parkison is widow to said dec'd and entitled to
dower and Mary R. George R and John
Parkison his Heirs and next in succession all infants
and of this County the said whom your petitioner prays
may be made defendants
And that on final hearing your Honors would

Mercer Com Pleas

Jno Reed &c

vs

Sub Chy

Jane Parkinson et al

Serv	95
Mile —	25
Copies	40
	1.60

Filed July 4. 1843.
John Cassell Clerk

Served by Certified Copies July 4. 1843
M. W. Steele Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Jane Parkison Mary R Parkison George R. Parkison and John Parkison

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of our term next ensuing, to answer a Bill in Chancery, exhibited against them by John Reed 3rd

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 3rd day of July A. D, 1843

John Cassil Clerk of Com. Pleas.

To the honorable, the judges of the Court of Common Pleas, in chancery sitting.

Mary R. Parkinson, George R. Parkinson and John Parkinson, being made defendants to a petition for the sale of the real estate of Wm. Parkinson dec'd, admit that the condition of the Estate of said Wm. Parkinson dec'd requires the sale of the real Estate in said petition mentioned, or such part as is yet undisposed of, which remaining part is correctly and fully described in the Surveyor's Plat which is herewith filed and made a part of this answer, That the said sale of the above mentioned real Estate, is necessary both for the payment of the debts of said Estate and also in consequence of the decaying condition of said property. And as in duty bound &c

R D Reed
Guardian for said Minors

Answer in Chancery

George R. Dickinson et al
vs.


Burnham & Riddle
18
7½
16
60½
17½
20
83
15½
88
11
16
24
80 rods
40
36
30
40
Mill dam

State of Ohio }
Union County ss } P B Cole publisher of the Argus a paper published and general circulation in the County of Union says that notice hereto attached was published for 5 consecutive weeks on said papers commencing August 19 1846

Oct. 15 1846. P B Cole

Sworn to and subscribed in open court
Oct 15th 1846 John Cassil, Clerk

John Reed Jr Admr
of the Estate of
Wm Parkinson Decd
vs
Jane Parkinson & others

Union Common Pleas
Petition to sell Land

In pursuance of an order of sale in the above Case I proceeded to advertise as the law directs a copy of which is filed and hereunto annexed marked A and sold the same on the 19th day of Sept. 1846 to J. H. Elwell he being the highest bidder for the sum of Eight hundred Dollars

Given Under my hand this 14th day of Oct 1846 John Reed Jr Admr

Sept. 2, 1846. n17w4

In Union Common Pleas.

John Reed, 3rd, Adm'r of Wm. Parkinson, decea'd, vs. Jane Parkinson & others. PETITION TO SELL LAND.

IN pursuance of an order of sale in the above case, I will offer for sale at public auction on the 19th of September, 1846, between the hours of 10 o'clock, A. M., and 4 o'clock, P.M., on the premises, the following real estate, to wit, being the one undivided half of lot known as the Mill lot, adjoining the town of Milford, Union county, Ohio, belonging to the estate of Wm. Parkinson, deceased containing seventeen-and-one-fourth acres of land, with all the easements and appurtenances thereto.

JOHN REED, 3rd,
Adm'r of Wm. Parkinson, dec.

WM. C. LAWRENCE, his Att'y.

August 19, 1846. n15w5

Just 20's Blanks.

Union Cont Pleas
Jno Reed 3d Admr.
of Mn Parkinson decs
v
Dane Parkinson

Writ of Dower

State of Ohio Union County ss.

To the ~~Sheriff of said County~~ Appraisers valuers of Wm Parkins a dec'd Greeting

We Command you that without delay by the Oaths of David Brumham Wilson Reed & Alexander Smith you Cause Jane Parkinson widow of William Parkinson dec'd to be endowed of one full equal third part of the real estate described in the Petition of John Reed & Adm of Wm Parkinson dec'd & Jane Parkinson Widow & other heirs of said dec'd, by metes & bounds, and if the same cannot be assigned by metes and bounds that ~~she be endowed~~ they assign her Specially one equal third part of the rents and profits of said premises annually arising therefrom and that they appraise the value of said premises subject to the said Dower so assigned and make return of their proceedings herein forthwith to this Court, Together with this writ

Witness John Cassil Clerk of said Court at the Court House aforesaid this 16th day of April 1846. John Cassil Clerk,

Filed July 31. 1846
Joh Cassie Clk

July 14th 1846

I surveyed for the Heirs of William Parkison & Standish Calvert a lot of land on which there Mill now stands being known by the name of the Mill lot joining the town of Millford in Union County ohio as follows beginning at the N.E. Corner to a lot owned by Burnham & Riddle on which there stone house now stands from there running with there and other lots lying by the Mill N. 71 3/4 W. 7½ poles then N. 22. E. 1 pole then N 71 3/4 W 2 poles 1 Link then S. 17. W. 1. pole then N. 71 3/4 W. 2. poles 1 Link. then N. 22. E. 2. poles. then N. 71 3/4 W. 4. poles then N. 18 3/4 E. 3. poles to the bank of the Race then up the Race N. 69 3/4 W. 16. poles then N. 73 3/4 W. 60½ poles then N. 72 3/4 W. 17. poles to a stake witness E. Hicks then S. 60. W. 20. poles then N. 83. W. 83. poles to the West line of the survey then with sd line N. 56. E. 6. poles to the bank of the Creek above the mouth of the Race then down the Creek with the meanders there of N. 75 3/4 E 20 poles to the lower side of the dam then N. 65. E. 30. poles then S. 57. E. 36. poles ~~to~~ then N. 70. E. 20 poles to a stake on the W. bank of the Race opposite E Hicks on the south side then down the Race on the North side to the S. E. Corner of a lot owned by Warren Rose then with his line N. 23 3/4 E. 24. poles to the Center of the old Channel of of the Creek then down sd channel S. 54. E. 16. poles then N. 48. E. 11. poles to a forked Syca more then S. 50. E. 20 poles then S. 30. W. 15. poles to a stone in the out lot of the Sawmill Race then S. 40 W. 16. poles to the beginning Containing 17¼ acres all of which will appear on the annexed plat

William B Brown City Surveyor Ill. Co Ohio

fees $ 2.00

X X

we the undersigned being Duly appointed and called appon & after being Duly sworn according to Law Did procede and Did appraise one ~~half~~ Equal & undivided half of the Mill property known as the property of Standish Calvert & Wm Parkison Deceased to be worth Eight Hundred & fifty Dollars as said property will not admit of Dower by meets and bounds without materiely injuring the value of said property and we also appraise the annual income of the above Discribed one third of one Equal individed half ~~of one third~~ being the widows Dower to be worth Nineteen Dollars & Eighty one Cents

Fees Charged by the Appraisers $1,50

Wilson Reed
Alexander Smith
David Burnham

Sworn to and subscribed before me this 31st day of July 1846

Andrew Hayes J. P. (Seal)

Survey Bill
for
The administrators
of
William P. Orkneys

Recorded volume 2n
page 17th

No. 19.

Union Com. Pleas

John Reed 3d

v

Jane Parkinson et al

Sale confirmed
2 deed ordered

Filed July 31. 1846
John Cassil Clk

Cost bill made
Record

Recorded

State of Ohio Union County ss.

I Certify the following entry to be truly taken & Copied from the Journals of the Court of Common Pleas of said County at their July Term A.D. 1846. –

John Reed 3d
"
Jane Parkinson et al

Petition to Sell land.
On Motion to the Court by Wm C. Lawrence Counsel for the Petitioner – Ordered that the order of appraisement herein be set aside to which there has been no return and it is further ordered by the Court that David Burnham Alex. Smith and Wilson Reed three judicious and disinterested free holders of the vicinity after having been first duly sworn, sett off to the said Jane Parkinson her Dower in the premises of one equal third part as said premises are more specifically described in the Answer of R. L. Reed, the Guardian of the infant defendants by metes and bounds if the same can be done without material injury to the tenency if not, then, that they assign her specially one equal third part of the rents and profits arising from the premises and that they make return to this Court of the just value of said real estate subject, to said Dower right forthwith.

Witness John Cassil Clerk of said Court at the Court House aforesaid this 30th day of July A.D. 1846

John Cassil Clerk

No. 43-CH-16

Union Common Pleas Court

Joseph Watkins Adm
Plaintiff,

against

John Watkins et al
Defendant.

OCT TERM. 1843

Decree for Plaintiff

Journal 3 Page 182

Record No. 4 Page 243

Ex. Doc. Page

Union Com. Pleas

Joshua Mathis Adm

vs } Petition Compel Contract

Elizah Demas Et al

Cost bill made

Recorded

By P B Cole

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

Joseph Watkins of the County & State aforesaid, Sole Administrator of the Estate of Joseph Watkins Sr Deceased, States to the Court by way of petition that on the 12. day of December 1842, the said Joseph Watkins Deceased, Executed his penal bond to one Richard C Wheeler conditioned to make him a deed for a certain tract of land situate in the County & State aforesaid containing thirty acres & part of Survey No. 5303 described as follows, thirty acres of land to be taken off the west end or side in a square form, of the land owned by the said Joseph Watkins Sr in Paris Township, Union County in the State of Ohio, this land is bounded as follows, to wit, on the west by land of John Dixon on the north by land of a widow, name not known, on the East by the old man Sypes on which the South by land of Old Wm Sypes, on which Thomas Mills did live — For this tract of land, said bond states, that the said Wheeler had for some time past, boarded & cared the said Joseph Watkins & thereby found himself to keep the said Watkins in boarding & caring during his natural life time, And this petitioner further states that the said Joseph Watkins Sr, departed this life on the 27th of March A.D. 1843. leaving Elijah Demuss & Margaret Demuss his wife. the said Richard C Wheeler & Deborah his wife, And this petitioner of the County of Union and John Watkins of the State of Indiana, & Mary Demuss of the Territory of Jowa, his heirs & legal representatives, all of age of majority, And further this petitioner further states, that the said Joseph Watkins departed this life without having made a deed to the said Richard C Wheeler.

And further that the said Wheeler fulfilled his said Contract by providing the said Joseph Watkins ~~& thereby entitled himself to a Conveyance of the~~ with boarding & lodging untill his decease, & thereby entitled himself to a Conveyance of the same land. And I further state to the Court, that I am desirous of completing the aforesaid Contract, & of vesting the title of said heirs in said Wheeler. And pray the Court on hearing of the matters herein set forth, to make an order authorising & empowering this petitioner as Administrator of said Watkins to complete said Contract by conveying the land aforesaid to the said Wheeler. And further pray the Court the aforesaid heirs, (except the petitioner) may be made defendants hereto, & further prays that the writ of subpoena may issue against the said defendants in this County, And that the pendency of this suit may be published in some news paper of general circulation in said County, And further prays the Court will take such other proceedings as Equity in the premises may require

Joseph Watkins Adm.
of Joseph Watkins deceased
By P. Slade his Atty

Union Common Pleas

Joseph Watkins
vs
Elijah Dennis

Served by Certified
Copy July 8. 1843.
W. W. Steel Sheff

Serv 55
Mil 15
Copy 20
90

Recorded Vol 4 pp 244

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Elijah Dennis and Margaret his wife

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 Bill in Chancery, exhibited against them by ~~Elijah~~ Joseph Watkins Administrator of Joseph Watkins Decd

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 8th day of July A. D, 1843

John Cassil Clerk of Com. Pleas.

Aug 9 A.D. 1869
John Gorsuch

Joseph Watkins
vs
Depositions
Elijah Demass et al

To the Clerk of the
Court of Com.
Pleas Union Coty
Ohio

Joseph Watkins Administrator
of the Estate of Joseph Watkins Dec'd
vs
John Watkins et al
heirs of said Watkins Dec'd

Depositions of witnesses taken in a cause pending in the Court of Common pleas Union County & State of Ohio, being a petition to complete a contract with Richard C. Wheeler by said deceased for the sale of land in pursuance of the notice hereto attached, & at the time place therein mentioned

Josiah Westlake of the County of Union of lawful age, being first duly sworn, by me as hereafter certified, deposes as follows

Question by petitioner — Have you any knowledge of the said Richard C. Wheeler boarding & lodging the said Joseph Watkins deceased during last year. If so state the particulars concerning the same,

answer, by Josiah Westlake. I know and have reason to, and do believe, that the aforesaid Richard C. Wheeler did board the said Joseph Watkins Dec'd from some time in last October until his death, from the 12th day of January last before his death he lived my neighbor, and from October until that time, the old man told me he had lived with Richard Wheeler, and had given him (Wheeler) some land to keep him the balance of his life time, and the old man stated to me that he had lived with Richard Wheeler, and that he had been a good child to him, and he (Wheeler) in my opinion took as good care of

him as he could have done and I heard no complaint whatever.

Jesiah Westlake

also at the same time and place Samuel Weastlake son of the county of Union and of Lawful age being first duly sworn as hereafter certified deposes as follows.

Question by Petitioner have you any knowledge of the said Richard B. Wheler boarding the said Joseph Watkins Sen. during last year. If so state the particulars concerning the same

Answer I know from personal observation that the said Richard B. Wheler did board the said Joseph Watkins Sen. and I was at the said Wheles house and I think that the said Wheeler paid all the attention to the said Joseph Watkins that he could have done. I know that he Wheler, boarded the said Watkins all the time that he lived in this county after he the said Wheler came to this county which I think was about the 12th of June last until his death,

Samuel Weastlake

I. Wm. H. Frantz a Justice of the Peace in and for the Township of Paris in the county of Union Ohio, do hereby certify that the above named Jesiah Weastlake & Samuel Weastlake were by me first duly sworn to testify the truth the whole truth and nothing but the truth and that the foregoing depositions by them respectively subscribed were reduced to writing by me and were taken at the

at the time & place specified in the inclosed Notice.

In Testimony whereof, I have hereunto set my hand, this 2d day of October A.D. 1843.

Wm R. Frost J.P.

Costs Justices fee .50
Witt Josiah Hewitt - .50
S Westlake .50

$1.50

Joseph Watkins, Administrator of Jo'ph Watkins, deceased, vs Elijah Demoss, Margaret Demoss, John Watkins, and Mary Dennison, heirs of Joseph Watkins, deceased.	Court of Common Pleas, Union county, O. Petition to complete contract for the sale of real estate.

The petition in this case was filed July 8th 1843, by said administrator, praying the court for an order to complete a contract made by said intestate in his lifetime, with one Richard C. Wheeler, for the sale of the following land, to wit: Thirty acres of land to be taken off the west end or side, in a square form, of land owned by the said Joseph Watkins, deceased, in Paris township, Union county, and State of Ohio, bounded on the west by land of John Dixon; on the East and South by land owned by Chambers Dines, and on the North by land owned by ———— being part of survey No. 5303. The defendants above named are therefore notified to appear and make defence (if any they have) to said petition, according to law, or the same will be taken as confessed, and proceedings had thereon accordingly, at the next term of said court, which will commence on the 18th day of October, 1843.

P. B. COLE, Sol. for petitioner.

The said John Watkins and Mary Dennison (who are non residents) will take notice that depositions will be taken in this cause, by the petitioner, on the 2d day of October next, between 6 o'clock A. M. and 9 o'clock P. M. at the office of Wm. H. Frank, Esq. in Marysville, Union county, Ohio.

P. B. COLE,
Solicitor for petitioner.

August 31, 1843 n32 3t.

Printers fee $4 00.

Joseph Watkins
To } Title Bond
Richard C Wheeler

"Filed & Recorded
March 18th 1843 in
Book 9. Page 43

James Turner
Recorder
U.C.O

"Fee" 36

KNOW all Men by these presents that I Joseph Watkins Senr am held and bound unto Richard C. Wheeler or order, in the sum of six hundred dollars, for the payment of which, I do hereby bind myself My heirs, executors and administrators firmly by these presents, Sealed with my seal and dated this 12th day of December A.D. 1842

Now the condition of the above obligation is such, that, Whereas, the said Richard C. Wheeler has for some time past, boarded & lodged, And has bound himself in a bond to keep the said Joseph Watkins in boarding & lodging in as comfortable amanner as circumstances will admit, during his Natural lifetime, for which the said Joseph Watkins agrees to Make him the said Richard C. Wheeler a Deed for thirty Acres of Land, Now be it Known that if the said Joseph Watkins Shall well and truly execute, or cause to be executed unto the said Richard C. Wheeler a good and Sufficient general warranty deed for thirty Acres of land, to be taken off of the West end or side in a square form of the land owned by the said Joseph Watkins, in Paris Township in the county of Union in the State of Ohio, which land is bounded as follows (Viz) on the West by land of John Dickson, on the North by land of a widow, (name not known) on the East by the Old man Dines, and on the South by land of Old Mr Dines on which Thomas Mills did live — as soon as the courses and distances of said land can be procured from the Recorders office in Marysville, from which to make a deed. Then this obligation to be Null and Void otherwise to be and remain in full force

Signed sealed & delivered in the presence of
Calvin T Hays
John Wheeler

Joseph Watkins (Seal)

Union Common Pleas

Watkins

vs

Dennap

Proof of notice

Filed Oct. 18th 1849

John M. Cassil

Clerk

State of Ohio
Union County SS

- Personally appeared John Castel. Editor & publisher of the Union Gazette, a news paper published in general circulation in the County aforesaid, and made oath before the Subscriber a justice of the Peace in & for said County ~~aforesaid~~. that the notice hereto attached, was regularly published in said paper for three consecutive weeks, commencing August 31st 1843.

John Castel

Sworn to & Subscribed
this 18th day of October 1843
James Irvine J P

Joseph Watkins, Administrator of Jo'ph Watkins, deceased,
vs
Elijah Demoss, Margaret Demoss, John Watkins, and Mary Dennison, heirs of Joseph Watkins, deceased.

Court of Common Pleas, Union county, O.
Petition to complete contract for the sale of real estate.

The petition in this case was filed July 8th 1843, by said administrator, praying the court for an order to complete a contract made by said intestate in his lifetime, with one Richard C. Wheeler, for the sale of the following land, to wit: Thirty acres of land to be taken off the west end or side, in a square form, of land owned by the said Joseph Watkins, deceased, in Paris township, Union county, and State of Ohio, bounded on the west by land of John Dixon; on the East and South by land owned by Chambers Dines, and on the North by land owned by ———— being part of survey No. 5303. The defendants above named are therefore notified to appear and make defence (if any they have) to said petition, according to law, or the same will be taken as confessed, and proceedings had thereon accordingly, at the next term of said court, which will commence on the 18th day of October, 1843.

P. B. COLE, Sol. for petitioner.

The said John Watkins and Mary Dennison (who are non residents) will take notice that depositions will be taken in this cause, by the petitioner, on the 2d day of October next, between 6 o'clock A. M. and 9 o'clock P. M. at the office of Wm. H. Frank, Esq. in Marysville, Union county, Ohio.

P. B. COLE,
Solicitor for petitioner.

August 31, 1843 n32 3t.
Printers fee $4 00.

Chancery Case File

Case No. 1843-CH-0017

No. 43-CH-17

Union Common Pleas Court.

Jesse Harding Plaintiff,

AGAINST

A.S. Alden et al Defendant.

MAY TERM. 1847

Dismissed

Journal 4 Page 9

Record No. 5 Page 53

Ex. Doc. Page

Jane Harding

vs

Andrew J Alden

Injunction dissolved
& Bill dismissed

Cost bill made
Recorded

I allow a costs of
Injunction to issue
in this case upon
complts give security
in the sum of $1000.00
1000

Silas G. Strong
Associate Judge

U Clk

Filed July 19. 1843
John Cufsil Clerk

To the Honble the Judges of the Court of Common Pleas in and for the County of Union In Chancery setting.

Humbly complaining you orator Jesse Harding of said County of Union sheweth unto your Honors. That in the time in April AD 1842 ~~you orator~~ according to your orators memory - you orator by parroll contract agreed to rent of Andrew L Alden of said Co of Union and whom your orator says may be made defendant to this bill the following premises to wit 279 acres of land Surveys No! 8153 of Ninety four acres and 12238 of 185 acres on the Waters of of Dealy Creek in Union Tp Union County Ohio. That shortly after making said agreement your Orator ~~asertained~~ was advised that said Alden had no right or title to said premises - but that the title & right to the possession of said premises was in the heirs of Walter Dunn. to wit - James Dunn of the County of Nos. and state of Ohio & John G. Dunn. Mary & Sophia Walter Dunn & Robert Dunn of the state of Kentucky (whom your Orator makes defendants also to this bill That the said James Dunn was and is executor of the last will and testament of the said Walter Dunn. and your petitioner in Con-sideration of the premises made application to the said James Dunn and in January 1842 hired of the said James the aforesaid premises.

The orator further states that on or about the 26th day of April AD 1842

the said Andrew S Alden commenced an action of Forcible Detainer against your orator for the recovery of said premises & the possession thereof and on the 5th day of May next thereafter such further proceedings were had in the premises before Andrew Keys JP of said County that by judgt of said Court a Writ of restitution and possession was ordered. Your orator then proceeded with his writ of Certiorari from the Court of Common Pleas of said Co to reverse said judgt but at the August term thereof 1842. such proceedings were had in said Court that the proceedings of said JP were confirmed and then the clerk of said Court (now John Capil whom your orator prays may be made Defendant to this bill) ordered to issue a writ of Ejectment or restitution against your orator for said premises. In the mean time a Action of Ejectment has been instituted against Jas Dunn Executor as aforesaid and judgt against said Andrew S Alden entered in this Court in favor of said James Dunn for the recovery said premises.

~~In consideration~~

Your orator further states that he has a large and valuable amount of crops in the ground ~~[illegible]~~ upon said premises and if said Alden is permitted to proceed with said suit your orators family will be thrown out destitute most wrongfully and oppressively

In tender consideration whereof your orator prays in as much as the said Andrew has ordered the said John

Carrie Clerk to give said Mr. Mitchell and in as much as said Co of Union has no Coroner and if one a writ of Execution is given to the Sheriff we have no officer to serve a writ of injunction upon him in the premises.

That said John Carrie as Clerk as aforesaid be enjoined from giving any further process upon said judgt of this Court in the cause of Alder vs. Harding in detinue or Harden vs Alder in Replevin and that we have subpoena that the other defts be compelled to answer all & singular the matters and things contained in this bill & that you order have such other and further relief as equity and good conscience may require

Jesse X Harding

State of Ohio Union Co. ss.

Jesse Harding being duly sworn says that the matters and things stated in the above bill from his own knowledge are true and from the knowledge of others he believes to be true

Interrogatory which I have power to set my hand this July. 19th 1843.

John Carrie Clk

Union Common Pleas

Jesse Hardin

vs

Andrew S. Alden

Injunction Bond

Filed July 19th 1849

John Cassil Clk

Know all men by these presents that we Jesse Hardin and John King are held and firmly bound unto Reuben P. Mann and A. S. Alden W. W. Steele in the sum of one 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 19th day of July A. D. 1843

The condition of the above obligation is such, that whereas the above named Jesse Hardin has obtained an allowance of an injunction by Silas G. Strong, one of the Associate Judges of the Court of Common Pleas of the County of Union and State of Ohio, to stay all proceedings upon a judgment obtained in the court of common Pleas in and for the County of Union on the 2nd day of Sept 1842 for a writ of restitution in a case of forcible detainer wherein said ~~Hardin~~ A. S. Alden is plaintiff and said Hardin defendent and Costs taxed at $19,32 untill the matter thereof can be heard in equity. Now if the said Jesse Hardin shall pay all moneys & costs due, or to become due from him the said Hardin in said judgment at law, and all money and costs which shall be decreed against him (the said Hardin) in case said injunction shall be dissolved then this obligation shall be void; otherwise in full force and virtue in law

Jesse Hardin
John King

Approved this 19th day July A. D. 1843

John Cassil Clerk

Union Common Plea

Jesse Hardin

vs

A. S. Alden &
John Caffee

Injunction allowed
& bond given
John Caffee Clerk

Served by Copy on A.
S. Alden July 21. 1843
See acknowledgment of
Defd Cuirid

M. M. Steele Sheff

Serv	55
Mile	35
Copy	10
	1.00

Filed July 21st 1843
John Caffee Clk

Acknowledge service July 25 1843.
John Caffee

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Andrew S. Alden & John Cassil

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 19th day of October next ensuing, to answer a Bill in Chancery, exhibited against them by Jesse Hardin

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 July A. D, 1843

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1843-CH-0018

No. 43-CH-18

Union Common Pleas Court.

Hannah Warner
Plaintiff,

AGAINST

Jacob Warner
Defendant.

OCT TERM, 1845

Dismissed

Journal 3 Page 344

Record No. No Record. Page

Ex. Doc. Page

In Union Common Pleas

Hannah Warner
vs
Jacob Warner

Divorce Bill

Cost bill entered
No Record to be made

Filed August 11th 1843
John Cassil Clerk

Allen & Hall Sol
for petitioner

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

Humbly complaining, your petitioner Hannah Warner, a bona fide resident of said County of Union and State of Ohio, represents and states to the Court, that she has been a resident of this State for more than twenty years last past, that she was legally married to one Jacob Warner (whom your petitioner prays may be made defendant to this bill) in the spring of 1832 in the said County of Union, Ohio.

Your petitioner further states that she lived with and discharged the duties of a wife towards the said Jacob Warner, in a careful and obedient manner until the Fall of 1841 at which time your petitioner and said Jacob Warner, separated. - That during the last four or five years previous to our aforesaid separation, the said Jacob Warner was an habitual drunkard, & so continued - That the said Jacob, neglected to provide for his family and all other duties of a husband and a father. - That the conduct of the said Jacob Warner towards your petitioner (in return for her obedient and loving conduct towards him) was that of extreme cruelty, beating, striking, kicking & bruising her in such manner as has caused her to be a cripple, and is not likely ever to be restored. - Your petitioner further states that she and said Jacob have three living children viz. David Warner aged about 10 years, Martha Warner, aged about 6 years and Wesley Warner aged about 1 year and 8 months. - That being satisfied she and said Jacob can no longer live together agreeably as husband and wife. Your petitioner therefore prays that said marriage contract be ordered, adjudged, and decreed, to be dissolved and the parties be forever released of all obligations therefrom. Your petitioner further prays the guardianship of said children, and other and further relief. And as in duty bound will ever pray &c

By Allison & Hall Sol
for Complainant

Chancery Case File

Case No. 1843-CH-0020

43-CH-20

No.

Union Common Pleas Court

Richard Oakford Plaintiff,

against

Job Pugh Defendant.

MAY TERM, 1845

Decree for Plaintiff

Journal 3 Page 302 304

Record No. 4 Page 376

Ex. Doc. Page

Mon. Com. Pleas

Richard Oakford
vs } Bill to foreclose
Job Pugh

Cost bill made

Filed Oct 19 1843
John Cassil
Clerk

Recorded

Copied

To the Honorable the court of Com pleas in and for the County of Union when in Chancery sitting

Humbly complaining sheweth unto your Honors your orator Richard Oakford of the County of Warren and State of Ohio that heretofore to wit on the 3rd day of July 1820 at the County of Hamilton in this state one Job Pugh then of that place but long since gone to parts unknown to your Orator and whom your orator prays may be made deft to this bill became indebted for money advanced, to Isaac C Jones Richard Oakford and Samuel J Jones then partners in trade under the name of I. C. Jones. Oakford & Co in the sum of seven hundred and sixty one dollars and $\frac{32}{100}$ and at the time and place last aforesaid executed to them by the name of their said his promisory note due six months after the date thereof. That on the 15th day of September of the same year the said Job Pugh being seized in fee of a certain piece or parcel of land lying and being in the County of Union aforesaid for the further security of the said firm conveyd the same to said firm by mortgage deed in conformity with the law in such cases subject to this express condition that if the note should be fully paid to the said Mortgagees according to the true intent and meaning there of then the said mortgage was void otherwise to remain in full force all of which

vice more fully appear reference being had to the copy of the said Mortgage herewith filed and marked A as also the Note secured by the same Your Orator further shews that soon after the execution of the said Mortgage the said Lob Pugh left and went to parts unknown to your orator and has never returned so that your Orator who is the assignee of the said firm of the whole of the interest in the said mortgage could not at any time since proceed to enforce collection upon the said Note Your Orator further shews that there remains due him a large amount of Principal and interest upon the said Note so secured as aforesaid and that he is without remedy otherwise than by this court The Prayer of your Orator therefore is that an account may be taken of the amount due your Orator upon his said Mortgage and that the said premises may be ordered to be sold for the payment thereof and that your Honors would extend to your Orator such further relief as is due in equity and good conscience and as in duty bound your Orator will ever pray &c

By Wm C. Lawrence his Solr

State of Ohio Union Co. ss Personally appeared in open Court James Turner attorney in fact and agent for Richard Oakford who being duly sworn says that the said Pugh is not a resident of this State as he verily believes nor is it known to him in what part of the world he now resides

James Turner

Sworn to and subscribed in open court
Oct 19 1843 John Cassil Clerk

Job. Dugt
Copy
Isaac C. Jones & others

Filed October 3d 1844
John Cassil Clerk

Recorded

Job Dugh
To Mort Lleed
Isaac C Jones & others

This Indenture made the 15th of September one thousand eight hundred and twenty Between Job Dugh of Warren County and State of Ohio of the one part and Isaac C Jones Richard Oakford and Samuel S James all of the city of Philadelphia and State of Pennsylvania of the second part witnesseth that the said Job Dugh for and in consideration of the sum of seven hundred and sixty one 32/100 dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have granted bargained sold and conveyed and by these presents doth grant bargain sell and convey unto the said party of the second part their heirs and assigns forever. All that tract or parcel of land situate in the County of Union and State of Ohio on the waters of Treacle creek bounded and described as follows to wit Begining at a large white oak and two ash trees corner to Robert Means Survey No 5265 thence S 40 W 199 poles to a white oak Bur oak and two hickorys. thence N 72 E 148 poles to a Bur oak and hickory thence S 24½ E 157 poles to a small hickory and Cherry saplings thence S 56½ W 98 poles to the begining Containing one hundred and thirty acres and one hundred and twenty rods be the same more or less being a part of survey No 8523 as distinguished on the principle surveyors book which was patented to Walter Dunn on the 25 day of March 1816 as by the patent and the records in the general Land office of the United States will fully appear also an

entire lot of ground numbered one on the Plat of the Town of Mechanicsburgh in the County of Champaign and State of Ohio situate on the south west side of Chillicothe Street known and designated on the plat of the said Town. Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rents issues and profits thereof To have and to hold the said premises hereby bargained and sold or meant or intended so to be with the appurtenances to the only proper use and benefit of the said parties of the second part their heirs and assigns forever and the said parties of the first part for himself his heirs executors and administrators doth covenant and agree to and with the said parties of the second part their heirs and assigns that he is the true and lawful owner of the premises hereby bargained and sold and hath good right full power and lawful authority to sell and convey the same in manner and form aforesaid and will warrant and forever defend the said premises hereby conveyed with the appurtenances and every part and parcel thereunto belonging to the said parties of the second part their heirs and assigns forever against all and every person or persons lawfully or equitably claiming or to claim to the whole or any part thereof

Provided nevertheless and it is hereby expressly declared to be the true intent and meaning of these presents that if the said Job Bush his heirs executors and administrators shall well and truly pay or

cause to be paid unto the said parties of the second part. trading under the form of J. C Jones Oakford and Co. or to their certain attorney heirs executors administrators or assigns the sum of Seven hundred and sixty one 32/100 dollars due them from the said Job Dush by a note dated July 3rd 1820 and payable at six months from the date then. and in that case the foresoing Indenture and every part thereof to be void and of no effect otherwise to be and remain in full force and virtue. In witness ~~testimony~~ whereof the said Job Dush hath hereunto set his hand and seal the day and year above written

signed sealed and delivered
in the presence of
Richard Gabriel
Thomas Saunders

Job Dush (Seal)

State of Ohio Union County ss
Personally appeared before me a Justice of the peace for said County Job Dush who acknowledged the signing sealing and delivering of the within for the express purpose therein specified to be his act and Deed.

Given under my hand and seal
15th September 1820 Richard Gabriel J Peace

Received Recorded this Deed Sept 15th 1820
Thomas Reynolds Recorder R county

the State of Ohio Union County ss
I James Lowmer Recorder of said County of Union do hereby certify the within to be a true copy of a Mortgage Deed on Record in the Recorders office of said County Given under my hand and official seal this 2th day of Oct 1844 James Lowmer Recorder

Mon Com Plea

Richard Dalford
vs
Job Pugh
Proof of Pub

2

Filed April 16-1844
John Cassil
Clerk

State of Ohio
Union County ss } Personally appeared in open court John Cassil publisher of the Union Gazette a weekly news paper published in and of general circulation through said County who being duly sworn says that the appended notice appear and was published in said paper for six consecutive weeks and for the days not

John Cassil

Sworn to in open court this 17th of April 1844

Silas G. Strong

UNION COM. PLEAS

Richard Oakford	October term 1843.
vs	In Chancery
Job Pugh	To foreclose mortgage

In pursuance of the order of said Court at its October term aforesaid, the said Job Pugh or others interested, will take notice that the complainant has filed his bill, praying to foreclose a mortgage, executed to the firm of J. C. Jones, Oakford and Co., of which the complainant is assignee, by the defendant on the following described premises, beginning at a large White oak and two ash trees corner to Robert Means' Survey, No. 5265, thence north 10 west 197 poles to a white oak, Barr oak and two hickories, thence north 72 east 148 poles to a Barr oak and hickory, thence south 24 deg. 30 m east 157 poles to a hickory and Cherry sappling, thence south 56¼ west 98 poles to the beginning, containing 130 acres and one hundred and twenty poles, part of Survey No. 8523, in said County of Union. The defendant is notified to appear, plead, or otherwise defend. Within sixty days from the rising of the sext term of said Court; or at the succeeding term, the complainant will move the court for a decree of foreclosure or sale pro confesso. Attest John Cassil, Clerk.

Wm. C. LAWRENCE,
Sol. for complainant.

Nov. 25, 1843—no 44 6t p f 5,25.

Union Com Pleas

Richard Oakford
vs
Jonathan
Jeff Pugh

Order to sell

~~Plain~~
Fees
Mileage —— $0.35
Service —— 35
Inquest 1-00
Advertising —— 25
Rundage — $7-80
$9,75

Appraisers fees — 1-50
Printers fees — 3-00

Received this writ December 10th A.D. 1844
Proceeded to have the within described lands appraised by John Rees Andrew Keys & Elias Inskeep — appraised at $4-50 per acre — advertised as the law directs — and on the 22nd day of February 1845 sold on the Door of the Court House at public auction to James Inskeep — Plaintiffs attorney at 3 Dollars per acre — that being ~~the~~ ~~highest~~ ~~bidder~~ ~~for~~ the two thirds of the appraised value thereof and he being the highest and best bidder therefor

Pr Thomson Sheriff

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 journal of said Court at the October Term thereof AD 1844

"Richard Bakford" } "October 2nd 1844"
"vs" } "Petition to foreclose Mortgage"
"Jos Pugh" } "This cause came on to be heard upon the" "Bill of Complainant and the Deft still failing" "to plead answer or demur to Complainants said bill, and" "was argued by counsel on consideration whereof, it is order" "ed and decreed as follows, to wit: 1st that bill be taken for" "confessed 2nd and the Court do find that there is due the" "Complainant on account of his said Mortgage of principal" "and interest upon his said Mortgage the sum of eighteen hundred" "and sixty seven dollars & 62/100 ($1867 62/100) it is further ordered" "that the said Defendant pay the said sum unto the said Com" "plainant within sixty days from the rising of this Court" "and in default thereof that this case be referred to the Sheriff of" "Union County as a Special Master Commissioner for that pur" "pose to proceed and sell the premises in the said bill described" "as upon execution at law and apply the proceeds first to the" "payment of the costs of this cause and that he hold the residue" "subject to the order of this Court and that he make return" "herein to this Court at next Term to which this cause is" continued

In testimony whereof I do hereto subscribe my name and affix the seal of our said Court this 2nd day of December AD 1844

John Cassil Clerk

Job Dugt
To Mortgage Deed

Isaac C Lomas Richard Oakford &
Samuel T Lomas

Executed
September 15th 1820

All that tract or parcel of Land
situate in the Co of Union & State of
Ohio on the waters of Peacles Creek
Begining at a Large white Oak & two
ash trees corner to Robert Means
Survey No 5265 then N 40 W 197 poles
to a white oak Bur oak & two Hickorys
then N 72 E 148 poles to a Burock &
hickory then S 24½ E 157 poles to a small
hickory and Cherry Sapling then S 56½ W
98 poles to the Begining Containing 130
acres & 120 rods Being a part of Survey
No 8523 - also an entire Lott of Ground
No. 1 on the town plat of Mechanics
=burg in the County of Champaign

Roakford
vs
Job Pugh

Proof publication

Filed May 26th 1845
John Capil, Clerk

Richard Oakford
Job^ts Pugh
{ Sheriff Sale on foreclosure of mortgage }

State of Ohio Union County SS

P B Cole one of the publishers of the Argus and Union Co. Advertiser a weekly news paper printed and in general circulation in the Co of Union, makes oath & says the notice hereto attached was published in the above named paper for five Consecutive weeks Commencing on the 11th day of January A D 1845.

P B Cole

Sworn to & subscribed be me a justice of the peace this 26th day of may 1845

James Lomer J P

Sheriff's Sale,

Richard Oakford, vs. Job Pugh. } UNION COMMON PLEAS IN CHANCERY. *to foreclose Mortgage.*

IN pursuance of an order of said Court to me directed as Special Master Commissioner, I shall proceed on the 22d day of February, 1845, between the legal hours of 10 o'clock, A. M. and 4 o'clock, P. M. to sell by public outcry at the door of the Courthouse in Marysville, Union county, Ohio, to the highest bidder, the following land in the county of Union, and township of Union, and State of Ohio, on the waters of Trecalscreek, and described as follows: Beginning at a large whiteoak and two ash trees corner to Robert Means survey No. 5265; thence N. 40° W. 197 poles to a whiteoak, burroak and two hickories; thence N. 72° E. 148 poles, to a buroak and hickory; thence S. 24¼° E. 157 poles to a small hickory and cherry sapling; thence S. 56¼° W. 98 poles to the beginning; containing 130 acres and 120 rods, being a part of survey No. 8523.

Terms of sale: Cash in hand. Appraised at $4,50 per acre.

WM. M. ROBINSON,
Sheriff of Union County, and
Special Master Commissioner.

January 11, 1845. no36-5w

Pay James Turner or order, for
account of Richard Oakford

J. C. Jones, Oakford & Co
per Rd: Oakford

18.67.62

Filed Octr 14. 1843
John Cassil Clerk

Recorded

$761.32/100 Cincinnati 3rd Month 1820

Six months after date I promise to pay to the order of J. C. Jones Oakford & Co. Seven hundred and Sixty One 32/100 dollars (with Lawful Int. from date)

For Value received

Jos. Pugh

Deed Poll a Assignment

Isaac C. Jones and Samuel T. Jones

To

Richard Cakford

For all their Interest in a Mortgage of Job Pugh's of $761 $\frac{32}{100}$ on lands in Ohio

Filed and Recorded February 25th 1843 in Book 9 Pages 27 & 30 & 31

James Turner
Recorder N.C.O

Filed October 3d 1844
John Cassil Clerk

Recorded

Know all men by these presents, that We, Isaac C. Jones of the City of Philadelphia, Merchant, and Samuel T. Jones of the City of New York, Merchant, for and in Consideration of the sum of One Dollar - - - - - - - - - - lawful money of the United States to us in hand paid by Richard Oakford of the Said City of Philadelphia, Merchant, the Receipt whereof we do hereby acknowledge, Have granted, bargained, sold, assigned, transferred and set over and hereby Do, and each of us Doth, grant, bargain, sell, assign, transfer and set over unto the Said Richard Oakford his Heirs and Assigns All our and each of our Estate, Right, Title, Interest, Property, Claim and Demand whatsoever both in Law and Equity of, in and to A certain Indenture of Mortgage given by Job Pugh of Warren County, Ohio to Isaac C. Jones, Richard Oakford and Samuel T. Jones, dated the Fifteenth day of September Anno Domini One thousand Eight hundred and twenty and Recorded in the Office for Recording Deeds &c. in Union County in the State of Ohio in Book No. 1 page 34, and all that Tract of Land on the Waters of Treacle's Creek in Union County in the State of Ohio aforesaid, containing One hundred and thirty Acres and one hundred and twenty Rods, and All that Lot of Ground Marked number One on the plot of the Town of Mechanicsburg in the County of Champain in the State of Ohio aforesaid, therein described and granted: Together with the note recited in the said mortgage and all interest thereon and all monies both principal and interest thereby secured and all right, remedies, incidents and appurtenances whatsoever thereunto belonging or in any wise appertaining: To have and to hold all and singular the Rights, Hereditaments hereby granted unto the said Richard Oakford his Heirs and Assigns, to and for the Only proper use and behoof of him the said Richard Oakford his heirs and Assigns forever. In witness whereof we have hereunto set our hands and seals this Tenth - day of February - in the Year of our Lord One thousand eight hundred and forty three.

Sealed and Delivered in the presence of
Franklin C. Jones. Wm. T. Jones

Isaac C. Jones
S. T. Jones

City of Philadelphia ss

The Eleventh day of February Anno Domini 1843 Before me the subscriber One of the Aldermen in and for the said City of Philadelphia, personally appeared the within named Isaac C. Jones and acknowledged the within written Deed Poll to be his Act and Deed and desired it might be recorded as such. Witness my hand and seal.

J Mitchell Ald (Seal)

City and County of Philadelphia ss
State of Pennsylvania - I, Richard Palmer Junior, Prothonotary of the Court of Common Pleas in and for the said City and County do certify that J. Mitchell Esquire an Alderman of the said City before whom the above acknowledgment of Isaac C. Jones is taken is an officer authorised by the Laws of Pennsylvania to receive and take probates and acknowledgements of Deeds for Land lying within this State.

Certified under my hand and the seal of the said Court this Eighteenth day of February A.D. 1843 -

R Palmer Jr. Prothonotary

State of New York ss.

On this fifteenth day of February Anno Domini 1843, personally came before me Robert N. Shannon a Commissioner of Deeds of the State of New York in and for the city & County of New York duly commissioned & sworn residing in the city of New York Samuel T. Jones, one of the Grantors named in the within written Deed Poll, known to me to be the person described in and who executed the said Deed, who acknowledged that he executed the same as his own Act and Deed; there being no alteration therein I allow it to be recorded.

Robert N. Shannon
Commissioner of Deeds

City of New York
State of New York ss.

I, Robert H. Morris Mayor of the said City of New York, do hereby certify that Robert N. Shannon Commissioner of Deeds of the State of New York in & for the City & County of New York duly commissioned & sworn residing in said City before whom the above written Acknowledgment of Samuel T. Jones is taken is an Officer duly authorised by the Laws of the State of New York to receive and take probates and acknowledgements of Deeds for lands lying within this State -

Certified under my hand and the public seal of the said City this Fifteenth day of February Anno Domini 1843.

Rob't H. Morris
Mayor of the City of New York

This indenter made this ninth day of June in the year of our Lord on Thousand Eight Hundred and Forty Five between Wm M- Robinson Sheriff of Union County Ohio of the one part and James Turner of the County and State aforesaid of the other part Witnesseth that whereas heretofore to wit at a court of Common pleas held in Marysville on the second day of October A D 1844- Richard Oakford plaintiff in a Petition to foreclose Mortgage against - Job- Bugh - This Cause Came on to be heard upon the Bill of Complainant and the Deffendant still failing to plead answer or demur to Complainants said Bill - and was argued by Counsel, on consideration whereof it was ordered and decreed as follows to wit 1st that the Bill be taken for confest on account of his said Mortgage of principle and intrest upon his said Mortgage the sum of Eighteen hundred and Sixty Seven Dollars and Sixty Two cents. it is further ordered that the said Defendant pay the said sum unto the said ~~Defe~~ Complainant within sixty days from the rising of this Court and in default thereof that this case be refered to the Sheriff of union County as a special Master Commissioner for that purpose to proceede and sell the premises in the said bill, Described as follows to wit Begining at a large white oak and Two ashes Corner to Robert Means survey No. 5265- thence S 40° W 177- poles to a white oak. Buroak and Two Hickorys - thence S 72° E 145- poles to a Buroak and Hickory. thence S. 24½° E- 157- poles to a small Hickory and cherry saplings - thence S 56½° W 96 poles to the Begining Containing one Hundred and Thirty acres and 120- rods More or less, Being a part of Survey No 8523

And the Defendant failing to pay said Moneys according to the decree of said Court - said order was thereupon Issued by said Court on the 2nd day of December A. D. 1844 - I the Sheriff of Union County to whom

said order was directed ~~pro~~ Caused said Land to be appraised according to Law, which was appraised at Four Dollars and Fifty Cents per acre - And afterwards to wit on the 22nd day of February A D 1845 in persuance of the said order - having duly advertised the same in the Argus a paper of general Circulation in said County, previous - Exposed the said real Estate at public vendue by public outcry - and sold the same to James Turner - for Three Hundred and ninty (Two) Dollars & 25 cts - he being the highest and best bidder - and that being the two thirds of the appraised value of said land or real Estate - and afterwards to wit on the 28th day of May A. D. 1845 - the Court aforesaid after Carefully insp ecting the acts and doings of the said Sheriff in making said sale and being satisfied the same had been Legally Conducted and in strict Conformity with the provisions of the Law regulating such sales, did approve of the same and ordered the said Sheriff to make said purchaser a deed for said described real Estate - -

Therefore I Isaac M. Robinson Sheriff of Union County in pursuance of said order and in consideration of said price of Three Hundred and ninty (Two) Dollars & 25 cts paid by the said James Turner and by virtue of the authority vested in me do bargain sell convey and confirm by these presents unto the said James Turner all the Estate right title intrest Claim and demand of him the said ~~[illegible]~~ Job Pough in and to said premises mentioned togathered with the appertenances belonging. To have and to hold unto him the said James Turner his heirs and assignes forever - -

In testimony whereof I have hereunto set my hand and seal the day and year first above mentioned

Chancery Case File

Case No. 1843-CH-0021

No. 43-CH-21

Union Common Pleas Court

James Stewart
Plaintiff,

against

John Henkel
Defendant.

APR TERM, 1844

Judg. Vs. Plff
$82.78

Journal 3 Page 265

Record No. 4 Page 265

Ex. Doc. Page

In Union Com Pleas

James Stuart

vs

John Hensel

Injunction

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 $150 dollars, conditioned according to law.

Silas G Strong

Dec 30th 1843 Associate Judge

Recorded

Filed December 30th 1843

John Cassil Clerk

Cost bill made

Allison & Hall

Demurrer, Filed Aprie 16th 1844

John Cassil Clerk

Recorded

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

James Stuart of the County of Union aforesaid represents that John Hensel of the same place (whom your Orator prays may be made a defendant to this Bill) at the July term A.D. 1843 of this Court, recovered a judgment at law, against your Orator for the sum of thirty dollars and eighty four cents, and costs taxed at Forty six dollars and eighty four cents, making in all seventy seven dollars & sixty eight cents.

Your Orator further represents that said judgment is erroneous and unjust, that it was partly obtained in consequence of the misstatements of a principal witness upon the trial, and your Orator believes said witness so testified, without properly recalling to memory the true facts upon the subject about which he testified, which proved injurious to your orators rights.

Your Orator further states that an execution has issued on said judgment to William N. Steele Sheriff of the county of Union, that a levy has been made by said Steele (whom your Orator prays may be made a defendant to this bill) upon the property of your Orator, to satisfy said judgment, thad said Steele has advertised that said property will be sold on the 2nd day of January A.D. 1844.

Your Orator further states (with due reference to your Honors) that the court - to whom the case was refered, being a jury dispensed with, mistook the evidence with reference to the rent of a certain building or shop, allowing to the said Hensel, some twenty dollars, which your Orator charges, could not have

been done, had it not have been for their mistaking the evidence, and also that the whole of said judgment is unjust and against good equity = which would make the said Hensel in your Orators debt.

Your Orator therefore prays that said defendants be compelled to answer all and singular the premises herein contained — the same as though put by specific interrogato = ries. that said Steele be enjoined from further proceedings under said judgment at law and execu = tion, — and having no remedy by the strict rules of law. Your Orator further prays, that in consequence of the mistatements of said witness and the mistake of the court, a reexamination may be had in such manner as to your honors may seem best. and such other and further relief as equity may require and as in duty bound your Orator will ever pray &c.

James Stewart

The State of Ohio, Union County ss

I, James Stuart, being duly sworn depose and say, that all the several matters & 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 & things therein set forth, are true in substance, and in fact.

James Stewart

Sworn to and subscribed before me, this 20th day of December A. D. 1843

James Lowe J P

Clerk will issue subpoenas in the above case.

Allison & Hall
Attys pes Compt.

And the said John Hensel, comes & demurs to the said bill of the said James Stewart & for cause of demurrer shows that the said Stewart by his said bill has not made such a case as entitles him to discovery from or relief against the said Hensel & prays the judgment of the court whether he shall be compelled further to answer the said bill & prays to be dismissed with his costs

By
Finch & Jones
his Solrs

Union Common Pleas

James Stewart
vs
John Hensel & W. W. Steele

Injunction allowed & bond given
John Cassil Clerk

Served the within writ by reading to W. W. Steele Dec 30th 1843. & by copy attested. Sent to John Hensel January 18th 1844

W. W. Frank Cons

fee	Serve	$ .65
	Copy	.10
	Mileage	.70
		$1.35

Filed February 20. 1844
John Cassil Clerk

Recorded

Accepted service Decr 30th 1843
W W Steele

The State of Ohio, Union County, ss.

TO THE ~~SHERIFF~~ Coroner OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Hensel and William W Steele

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first — day of the term next ensuing, to answer a Bill in Chancery, exhibited against them by James Stewart

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 30th day of Decem=ber A. D, 1843

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

James Stewart
vs } Bond
John Heusel

Filed Dec 30th 1843
John Cassil Clerk

Recorded

Know all men by these presents, that we James Stuart & Asahel Parmenter are held and firmly bound unto John Hensel in the sum of one hundred & 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 30th day of December A.D. 1843

The condition of the above obligation is such, that whereas, the above named James Stuart has obtained an allowance of an injunction from Silas G. Strong an associate Judge of the court of common Pleas of the County of Union, and State of Ohio, to stay all further proceedings upon a judgement obtained in said court of common Pleas, by the said John Hensel, against the said James Stuart, at the July Term thereof, A. D. 1843. for the sum of thirty dollars & eighty four ~~dollars~~ cents damages, and forty six & 84/100 dollars, costs, until the matter thereof can be heard in equity: Now if the said James Stuart, shall pay all monies and costs due, or to become due, from him, the said James Stuart, in said judgment at at law, and all monies and costs, which shall be decreed against him, the said James Stuart, in case said injunction shall be dissolved, then this obligation shall be void; otherwise, in full force and virtue in law -

James Stuart (Seal)

Asahel Parmenter (Seal)

Approved, this 30th day of December A.D. 1843 John Cassil Clerk