No. 44-CH-1

Union Common Pleas Court.

William Lippencot
Plaintiff,

AGAINST

David Noble et al
Defendant.

AUG TERM. 1845

DECREE FOR PLAINTIF

Recorded &
Indexed,

Journal 3 Page 333 337

Record No. 4 Page 406

Ex. Doc. Page

William Lippincott

vs

David Noble
William Stewart
John Owens

Bill in Chancery

Recorded.

Cost Bill made

Filed January 2d 1844
John Cassil
Clerk

Copied

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

William Lippincott of the City of Pittsburg and State of Pennsylvania represents that one David Noble of the same City and State, for a valuable consideration him thereunto moving, executed and delivered to one William Stewart of Allegheny County Pennsylvania his three Bonds or obligations under his hand and seal, bearing date the 9th day of January AD 1839, whereby the said David Noble bound himself unto the said William Stewart in the sum of Eight thousand dollars, conditioned for the payment of the sum of Four thousand two hundred dollars in manner following, to wit; Fourteen hundred dollars with Interest on the 9th day of January AD 1840, the sum of Fourteen Hundred dollars with interest on the 9th day of January AD 1841, and the sum of Fourteen hundred dollars on the 9th day of January AD 1842, with interest - your Orator further represents that the said David Noble was seized in fee simple of a certain tract of land, situate in the County of Union and State of Ohio and described as follows, to wit; "The balance of Survey Number Ten Thousand, Four hundred and Eight (No 10.408), containing Eight hundred and forty acres more or less, one hundred and sixty acres of said Survey having been conveyed by Adam Hays & wife to Moses February 17th 1835, - The whole of said Survey is bounded and described as follows to wit; Beginning at two Lynns and a Beech North West corner to John Swans Survey No No 9920 and South East Corner to Edward Smith's and others Survey No 9940 thence with their line N 12° W 400 poles crossing a branch twice to the North East Corner of said Survey - Thence N 78 E 400 poles to the South ~~East~~ West Corner of James Taylors Survey No 9963 - Thence S 12° E 400 poles to the North East corner of said Swans said Survey - Thence with his line S 78° W 400 poles to the Beginning Containing one thousand acres of land" (a copy of Deed from said Hays & Wife to Robert R Moses is herewith filed and made a part of this Bill, marked A) - your orator further represents that the said David Noble in order to secure the payment of the said

Bonds and to secure the fulfilment of the Conditions thereto attached to the said William Stewart, did on or about the 9th day of January AD 1839 by his deed duly executed and of that date, convey the above described premises to the said to the said William Stewart his heirs or assigns in fee simple, but subject nevertheless to a condition of defeasance, on the payment of the said Bonds or the fulfilment of the Conditions thereto attached, and your orator further represents that on or about the 8th day of October AD 1839 the said William Stewart for a valuable Consideration unto him paid by one John Owens of the City of Pittsburg and State of Pennsylvania, executed to the said John Owens an assignment of all his right title and interest in and to the said mortgage deed and the Bonds secured thereby, and that on or about the 17th day of November AD 1842 and the 8th of August 1843, the said John Owens for a valuable Consideration paid unto him by your orator, assigned all his right title and interest in and to the said Mortgage deed and and the Bonds secured thereby unto your orator, and that your orator is now the sole owner of the said Mortgage Deed and the Bonds secured thereby (all of which will more fully appear, from the Mortgage Deed, and Bonds copies of which are herewith filed and made a part of this Bill, marked B. C. D E.) Your orator further represents, that neither the said sum of Eight Thousand dollars or any part thereof, that neither the said sum of Four thousand and two hundred dollars or any part thereof was paid to the said William Stewart, or John Owens or to your orator at the time limited in that behalf; whereby the legal estate in said premises became vested in your orator (or in the said William Stewart in trust for your orator) redeemable nevertheless in Equity on payment of the principal and Interest due, ~~thereon~~ and to become due thereon; That the said sum of Four thousand and two hundred dollars principal and a large arrear of interest thereon being due, he applied to the said David Noble and requested him to pay the same to your orator, which he has hitherto wholly neglected and refused to do — Your orator further represents that the said David Noble, William Stewart, and John Owens,

are all of them non-residents of the State of Ohio - Your Orator therefore prays that the said David Noble, William Stewart and John Owens may be made party defendants to this Bill, that they may be brought before this Court by legal process and compelled to answer all and singular the premises, that an account may be taken of what is due to your Orator for his principal and interest upon the said Mortgage deed and Bonds, that the said mortgaged premises may be sold and the proceeds thereof applied to the satisfaction of said principal and interest; and that your orator may have such other and further relief in the premises as Equity and good conscience may require

W & S Thomas
Solrs for Complt

This Indenture made this 9th day of January AD 1839 - Between David Noble of the City of Pittsburg and State of Pennsylvania of the one part and William Stewart of Pitt Township of the State aforesaid of the other part - Whereas the said party of the 1st part in and by his Certain Three Bonds or Obligations under his hand and seal Bearing even date herewith, stand bound unto the said William Stewart in the sum of Eight Thousand dollars lawful money of the United States - Conditioned for the payment of Four Thousand two hundred dollars in manner following, to wit; Fourteen hundred dollars with interest on the 9th day of January AD 1840, The sum of Fourteen hundred dollars with interest on the 9th day of January AD 1841, and the sum of Fourteen hundred dollars with interest on the 9th day of January AD 1842.

B

Now this Indenture witnesseth - That the said party of the first part as well for and in Consideration of the aforesaid debt or sum of Four Thousand Two hundred dollars, and for the better securing the payment of the same with interest unto the said William Stewart his Executors heirs and assigns, in discharge of the recited obligations as for and in consideration of the further sum of one dollar unto David Noble in hand well and truly paid by the said William Stewart at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain sell, alien, enfeoff, release, convey and confirm, unto the said William Stewart his heirs Executors, administrators, heirs and assigns Forever all that certain peice of Land in Jackson Township, Union County, State of Ohio, The balance of Survey Number Ten Thousand four hundred and Eight (No 10408) containing Eight hundred and forty acres, more or less, one hundred and sixty acres of said Survey having been conveyed by the said Adam Hays and wife to Moses Fobney 17th 1835, The whole Survey No 10,408 as patented by the United States to Nathaniel Sawyer and conveyed by said Sawyer

and Pamela his wife to said Hays on the 9th of May 1822 as the Records of Lenawee County Ohio will shew Book No 1 pages 154, 155, and 156, is described in said Patent as Beginning at two Lynns and a Beech Northwest corner to John Swans Survey No 9920 South East Corner to Edward Smith & Ors Survey No 9940 Thence with their line N 12° W 400 poles Crossing Branch here to the North East Corner of said Survey, Thence N 78° E 400 poles to the South East Corner of James Taylors Survey No 9963 Thence S 12° E 400 poles 400 poles to the North East Corner of said Swans said Survey Thence with his line S 78° W 400 poles to the place of beginning Containing One Thousand Acres –

Together with all and Singular the buildings and improvements streets, lanes, alleys, passages, ways, waters, water-courses, rights liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders thereof – To Have and to Hold the said Tract of Land, hereditaments and premises hereby granted and conveyed with the appurtenances unto the said William Stewart his heirs and assigns to the only proper use and behoof of the said William Stewart his heirs and assigns forever – Provided always, Nevertheless – That if the said David Noble his heirs executors, administrators, or assigns shall ~~well~~ and do well and truly pay or cause to be paid unto the said William Stewart his heirs or assigns, the aforesaid debt or sum of Four Thousand two hundred dollars on the day and time hereinbefore mentioned and appointed for payment thereof with interest, without any fraud or further delay, and without any deduction, defalcation or abatement to be made for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth this present Indenture, and the estate hereby granted shall become void and of no effect, any thing herein before Contained to the Contrary thereof in any wise notwithstanding –

In witness whereof the said party to these presents have set their hand and seal the day and year

first above written

Sealed and delivered } David Noble (Seal)
in the presence of us }
Leonard S. Johns }

On the 9th day of January AD 1839, Before me Leonard S. Johns an Alderman in and for the city of Pittsburg came the above named David Noble and acknowledged the foregoing Indenture to be his act and deed, desiring the same might be recorded as such - Witness my hand and seal, the same day and year

Leonard S. Johns (Seal)

"Assignment of Wm Stewart on back of mortgage"

Know all men by these presents that I the within named William Stewart in Consideration of the sum of Dollars to me in hand paid by John Owens of Pittsburg the receipt whereof is hereby acknowledged - do hereby grant assign release and convey unto the said John Owens his heirs and assigns the premises within conveyed to me in mortgage, and all my right title and interest in and to the same to have and to hold the same to the said John Owens his heirs and assigns forever - And I the said Wm Stewart for myself my heirs executors and administrators do covenant with the said John Owens his heirs and assigns that the premises are free from all incumbrances, the proviso within contained for the redemption of the same only excepted, And I will, and my heirs executors and administrators shall warrant and defend the same unto said John Owens his heirs and assigns against all persons claiming or to claim the same by through or under me - In witness whereof I William Stewart have hereunto set my hand and seal at Pittsburg this 8th day of October AD 1839

Signed sealed and delivered } "N.B. The erasures made & John Owens substituted and date made 8th of Oct before signing"
in presence of }
M. B. Lowrie }

William Stewart (Seal)

City of Pittsburg ss. Before me an Alderman in and for

said City personally came William Stewart and acknowledged the above assignment and transfer to be his act and deed and desired the same might be recorded as such - Witness my hand and seal the 8th day of October AD 1839

R. B Lowrie (Seal)

Pennsylvania }
Allegheny County } ss

I. N H Peterson Prothonotary of the Court of Common Pleas in and for the County of Allegheny do certify that Leonard S Johns and R. B. Lowrie Esqs before whom the foregoing acknowledgements were taken and who have thereunto in their own proper hand writing subscribed their names were at the time of taking such acknowledgements, Aldermen in and for the City of Pittsburg, with all the powers of acting Justices of the Peace in and for said County duly commissioned and sworn, to all whose acts, as such due faith and credit are, and of right ought to be given throughout the United States and elsewhere -

Seal of Court

Given under my hand and the Seal of said Court this Eighteenth day of March AD 1840

N. H. Peterson
Pro;

" Recorders Office Marysville Union County Ohio. Received this mortgage for Record March 31st 1840 at 9 o'clock AM and recorded the same April 1st 1840 in Vol 7. pages 529. 30. 31 & 32

P. B. Smith
Recorder "

Judgment Bond 1st

Know all men by these presents, that I, David Noble of the city of Pittsburg held and firmly bound unto William Stewart of Pitt Township County of Allegheny and State of Pennsylvania in the sum of Eight thousand and sixty six dollars and sixty six cents to be paid to the said William Stewart certain attorneys, heirs, executors, admrs or assigns - To which payment, well and truly to be made I do bind myself my heirs executors and administrators and every of them, firmly by these presents - And I do hereby ~~confessing and~~ empower any attorney of any Court of Record within the United States, or elsewhere to appear for me and after one or more declarations filed confess judgement or judgements against me and as of any term for the above penalty, with costs of suit, a release of all errors - Witness my hand and seal the 9th day of January AD 1839

The Condition of the above Obligation is such - that if the above bounded David Noble his heirs executors, administrators and assigns, do well and truly pay unto William Stewart his certain attorney, heirs, executors, administrators or assigns, the sum of Fourteen hundred dollars, with lawful interest from 9th day of January AD 1839, on the 9th day of January AD 1840 without any fraud or further delay, then this obligation to be void, otherwise to remain in full force and virtue

David Noble (Seal)

"Assignments on the back of the above Bond"

I do hereby assign and make over all my right title and interest in and to the within Bond unto John Owens of Pittsburg for value recd - Witness my hand and seal at Pittsburg this 10th day of August AD 1839

William Stewart (Seal)

Signed sealed and delivered in presence of us "The erasure made & John Owens of Pittsburg made before signing & date altered to 8th of October"

W B. Lowrie

Judgment Bond 1st

Know all men by these presents, that I, David Noble of the city of Pittsburg held and firmly bound unto William Stewart of Pitt Township County of Allegheny and State of Pennsylvania in the sum of Eight thousand and sixty six dollars and sixty six cents to be paid to the said William Stewart certain attorneys, heirs, executors, admrs or assigns - To which payment, well and truly to be made I do bind myself my heirs executors and administrators and every of them, firmly by these presents - And I do hereby ~~confessing and~~ empower any attorney of any Court of Record within the United States, or elsewhere to appear for me and after one or more declarations filed confess judgement or judgements against me and as of any term for the above penalty, with costs of suit, a release of all errors - Witness my hand and seal the 9th day of January AD 1839

The Condition of the above Obligation is such - that if the above bounded David Noble his heirs executors, administrators and assigns, do well and truly pay unto William Stewart his certain attorney, heirs, executors, administrators or assigns, the sum of Fourteen hundred dollars, with lawful interest from 9th day of January AD 1839, on the 9th day of January AD 1840 without any fraud or further delay, then this obligation to be void, otherwise to remain in full force and virtue

David Noble (Seal)

"Assignments on the back of the above Bond"

I do hereby assign and make over all my right title and interest in and to the within Bond unto John Owens of Pittsburg for value recd - Witness my hand and seal at Pittsburg this 10th day of August AD 1839

William Stewart (Seal)

Signed sealed and delivered in presence of us "The erasure made & John Owens of Pittsburg made before signing & date altered to 8th of October

W B. Lowrie

I do hereby assign and make over all my right title and interest, in and to the within Bond unto Wm Lippincott of the City of Pittsburg, for value recd. Witness my hand and seal this 17th day of November AD 1842

Signed sealed & delivered in presence of — Alexr Miller, Jas Lippincott

John Owens (Seal)

Judgment Bond 2d

Know all men by these presents that I David Noble of the City of Pittsburg held and firmly bound unto William Stewart of Pitt Township Allegheny County Pennsylvania in the sum of Two Thousand six hundred and sixty six dollars and sixty six cents to be paid to the said William Stewart, certain attorneys, heirs, executors administrators or assigns — To which payment well and truly be made I do bind myself my heirs, executors and administrators and every of them firmly by these presents — And I do hereby empower any attorney of any Court of Record within the United States or elsewhere to appear for me and after one or more declarations filed confess Judgement or Judgements against me and as of any Term for the above penalty, with Costs of Suit, & release of all errors — Witness my hand and seal the 9th day of January AD 1839 —

The Condition of the above Obligation is such — That if the above bounded David Noble his heirs, executors, administrators and assigns do well and truly pay unto William Stewart his certain attorney, heirs, executors, administrators or assigns the sum of Fourteen hundred dollars with lawful interest from the 9th day of January AD 1839, on the 9th day of January AD 1841, without any fraud or further delay, then this obligation to be void otherwise to be and remain in full force and virtue

David Noble (Seal)

"assignments on the above Bond"

I do hereby assign and make over all my right title and interest in and to the within Bond unto John Owens of Pittsburg for value recd. Witness my hand and seal at Pittsburg the 8th day of Oct AD 1839

Signed sealed and delivered in presence of
the date altered to 8th of October and erasures made
"and John Owens of Pittsburg" interlined before signing
NB Lowrie

Wm Stewart (Seal)

I do hereby assign and make over all my right title and interest, in and to the within Bond, unto William Lippincott of the city of Pittsburg merchant for value received - Witness my hand and seal this Eighth day of August AD 1843

Signed sealed & delivered in presence of us
Alex Millar
Jas Lippincott

John Owens (Seal)

Judgement Bond 3d

Know all men by these presents That I David Stoble of the City of Pittsburg held and firmly bound unto William Stewart of Pitt Township Allegheny County Pennsylvania in the sum of Two Thousand Six hundred and Sixty Six dollars and Sixty Six cents to be paid to the said William Stewart certain attorney his heirs, executors administrators or assigns. To which payment, well and truly to be made I do bind my self my heirs, executors, and administrators, and every of them firmly by these presents - And I do hereby empower any Attorney of any Court of Record within the United States or elsewhere to appear for me and after one or more Declarations filed, confess Judgement or Judgements against me and us or any term for the above penalty, with costs of suit, a release of all errors - Witness my hand and seal the 9th day of January AD 1839 -

The Condition of the above obligation is such that if the

above bounded David Noble his heirs executors, administrators and assigns do well and truly pay unto William Stewart his certain attorney, heirs, executors, administrators or assigns the sum of Fourteen hundred dollars with lawful interest from the 9th day of January 1839, on the 9th day of January AD 1842, without any fraud or further delay, then this obligation to be void otherwise to be and remain in full force and virtue

David Noble (Seal)

"Assignments on the above bond"

I do hereby assign and make over all my right title and interest in and to the within Bond unto John Owens of Pittsburg for value recd. Witness my hand and seal at Pittsburg this 8th day of October AD 1839

Signed sealed and delivered in presence of
The creditors made, and the date made 8th of October and John Owens of Pittsburg interlined before signing
W.B. Lowrie

William Stewart (Seal)

I. Do hereby assign and make over all my right title and interest, in and to the within Bond, unto William Lippincott of the city of Pittsburg merchant for value recd. Witness my hand and seal this 8th day of August AD 1843.

Signed Sealed & Delivered in presence of. Alex. Millar
Jas Lippincott

John Owens (Seal)

Filed May 28. 1865
John Carroll Clk

Issued

Wm Lippincott
v
David Noble et al } In Chancery

Issue order of sale in above case

H. Thomas
atty for Pltff

To Clerk of
Union Com Pleas
May 28 1845 } Issued

an alderman of the City of Pittsburgh with the power of an acting Justice of the Peace in and for said County duly commissioned and sworn to all those acts as such full faith and credit are due and of right aught to be given throughout the United States and elsewhere and that the within deed is execu-ted in the usual form of executing deeds in Pennsylvania Given under my hand and seal of said Court this seventeenth day of February in the year of our Lord one thousand Eight hundred and thirty five

Filed and Recorded
May 7th 1838
D. B. Smith
Recorder

H H Peterson. Pr

I James Turner Recorder of Union County Ohio do hereby certify that this is a true copy of a deed Recorded in Book 4 Pages 453 & 454 in the Recording office of said County of Union

Given under my hand and official seal this 15th day of December A D 1843

James Turner. Recorder

Exhibit - A.

Adam Rapp & Wife
to
Robert Rapp
Deed

Filed January 2 1844
John Applegate
Clerk

Recorded

Recorded Jan 1st 1844

Adam Hays
To } Deed
Robert R Moss

This Indenture made the Seventeenth day of February In the year of our Lord one thousand eight hundred and thirty five Between Adam Hays and Charlotte his wife of the one part and Robert R Moss of the other part all of the city of Pittsburg and State of Pennsylvania Witnesseth that the said Adam Hays and Charlotte his wife for and in Consideration of the sum of four hundred Dollars lawful money of the united States to them in hand paid by the said Robert R Moss at or before the ensealing or delivery hereof the receipt whereof is hereby acknowledged have granted bargained sold alined enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said Robert R Moss his heirs and assigns all that tract or parcel of land being part of survey No. 10408 in Jackson Township Union County Ohio Begining at two Lynns and a beech south corner of said Survey Northwest corner to John Lowrons Survey No. 9920 and South east corner to Edward Smith & others survey No. 9940 thence north 12° West one hundred & sixty poles with the line of said survey thence North 78° East - parallel to the south west line of said survey No. 10.408 one hundred and sixty poles thence 12° east parallel to the first line one hundred and sixty poles then with the South west line of said survey No. 10.408 South 78° west one hundred & sixty poles to the Begining so as to make a square of one hundred & sixty poles on each side containing one hundred and sixty acres - Together with all and singular the buildings improvements woods ways water courses rights liberties privileges

hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and also all the estate right title interest property claim and demand whatsoever of them the said Adam Hays & Charlotte his wife in law or equity or otherwise howsoever of in and to the same - To have and to hold the said described tract or parcel of land with the hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances unto the said Robert R Moss his heirs and assigns to and for the only proper use benefit and behoof of him the said Robert R. Moss his heirs and assigns forever and the said Adam Hays & Charlotte his wife doth covenant promise and agree to and with the said Robert R Moss his heirs and assigns by these presents that they the said Adam Hays and Charlotte his wife and their heirs the said described tract of Land hereby granted with the appurtenances unto the said Robert R Moss his heirs and assigns against them the said Adam Hays & Charlotte his wife and their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents - In witness whereof the said Adam Hays and Charlotte his wife hereunto set their hands and seals the day and year above written

sealed and delivered in presence of }

D S Schully
Joseph Hays

Adam Hays (Seal)
Charlotte Hays (Seal)

City of Pittsburgh ss

Before me an alderman of said City Personally came the above named Adam Hays and Charlotte his wife and acknowledged the above indenture to be their act and deed and desired the same might be recorded as such she the said Charlotte being examined separate and apart from her said husband and the contents of the said Indenture being first made fully known to her declared that she did of her own free will and accord sign and seal and as her act and deed deliver the same without any coercion or compulsion of her said husband witness the hand and seal of said Alderman the seventeenth day of February in the year of our Lord one thousand eight hundred and thirty five

D S Scully (L S)

Received on the date of the above Indenture of and from the above named Robert R Moss the sum of Five hundred dollars lawful money of the united States being the Consideration money above mentioned in full

Test

D S Scully

Adam Hays

Pennsylvania

Allegheny County ss I Henry H Peterson Prothonotary of the court of Common Pleas in and for the County of Allegheny within the State of Pennsylvania do hereby certify that D Schully Esquire before whom the foregoing acknowledgment was taken was at that time and now is

seal

W. Lipincott
vs
David Naber et al

Proof of Publication

Filed April 16th 1844
John Copsil
Clerk

Recd

Copied

PETITION IN CHANCERY.

William Lippincott.
vs.
David Noble, William Stewart, & John Owens. } In chancery

David Noble, William Stewart, and John Owens, are hereby notified, that, on the second day of January, A.D. 1844—William Lippincott, filed in the Court of Common Pleas, of the County of Union, and State of Ohio, A Bill in Chancery, against the said David Noble, William Stewart & John Owens the object & prayer of which bill is to foreclose a certain mortgage given by the said David Noble, to William Stewart on the following lands situate in the county of Union, to wit: Survey number ten thousand four hundred and eight (10,408) bounded as follows, begining at two lynns and a beech, north west corner to John Swans survey No. 9920, and south-east corner to Edward Smith and others, survey No. 9940; thence with their line north 12 deg. west 400 poles, crossing a branch twice to the north-east corner of said survey; thence north 78 deg. east 400 poles to the south-west corner of James Taylors survey No. 9963; thence south 12 deg. east 400 poles to the north east corner of said Swans said survey; thence with his line south 78 deg. west 400 poles to the begining, containing originally 1000 acres, deducting therefrom 160 acres which was sold by Adam Hays and wife, and conveyed to Robert R. Moss, February 17th 1835, and which is not included in said mortgage, said mortgage was assigned by Wm. Stewart to John Owen and by John Owen to the complainant; the prayer of the bill is that the said lands may be sold and the preceeds thereof applied to the satisfaction of the principal, amounting to 4200 dollars secured by the said mortgage, together with interest thereon from the 9th day of January, A. D. 1839.

And the said David Noble, William Stewart and John Owens, are further notified that unless they appear and plead, answer or demur to said bill within sixty days after the next term of said court, the said William Lippincott, at the term next after the expiration of the said sixty days will apply to said court to take the matters of the bill as confessed, and to decree thereon accordingly. Dated January 6th 1844.

W. & K THOMAS,
Sol. for complainant.

Printers fee $3 75. n52 6t.

State of Ohio } ss
Union County }

Personally appeared before me a Justice of the Peace within and for said County, John Cassil and made solemn oath, that the notice hereto attached, was published for six consecutive weeks next after the 2d day of January AD 1844 in a newspaper called the Union Gazette and that said Newspaper was during that time printed in said County of Union

John Cassil

Sworn to and subscribed before this 16th day of April AD 1844

James Turner JP

Union Com^n Pleas

William Sippincott

David Noble &c.

Sheff' Special Master.

Service — Inquest —	$1-00 35
Copy of apprmt —	0-40
Milege — —	1-00
appraisers fees —	1-50
Poundage —	$19-50
advertising —	25
Printers fee —	4.50
	$28,50

Filed Aug 19. 1845
John Cassil Clerk

~~[illegible] to~~
~~appraisement~~

Received this writ June 19th 1845 and according to the Command of said writ I proceed to have the within described lands and Tenements appraised by the oaths of John Cheney Carr & Daniel Allen - appraisers and at one dollar and Seventy five Cents per acre July 18th 1845 and the within described real Estate is the Property of Peter Pulsifer in Union County for sale at the door of the Court House in said County on the 18th day of August A D 1845 - between the Legal Hours -

August 19th A D 1845 - Offered the within described real Estate for sale at the door of the Court House in said County by Public out Cry - and sold the same to William Sippincott the Plaintiff he being the highest and best bidder for the sum of Sixteen & two Tenths Dollars per acre

Wm M Robinson Sheriff

State of Ohio Union County ss.

William Sippincott ~ David Noble Wm Stewart & John Owens	In Chancery This cause came on to be heard upon the Bill, Exhibits and Testimony And the Defendants David Noble William Stewart and John Owens

Still failing to appear and answer Plead or demur to the said Bill of the Complainant the Court on Consideration of the premises do order that said Bill be taken for confessed And the Court having examined the Bill Exhibits and Testi=mony are of Opinion that the law and Equity of this case is with the Complainants and that the said William Sippincott is the assignee of John Owens who was the assign=ee of William Stewart who was the Mortgagee of David Noble and the Court do further find that the amount of Money due from the said Defendant, David Noble to the said Com=plainant and Secured by the said Mortgage Deed is Five Thousand Seven hundred and Ninety Six dollars It is therefore ordered that the said David Noble pay to the said Com=plainant the said Sum of Five Thousand Seven hundred and Ninety Six dollars and the interest that may accrue there=on and the costs of this suit to be taxed within twenty days and on failure thereof That a writ be issued directed to the Sheriff, who is hereby appointed Special Master Commissioner in Chancery for that purpose Commanding him that he make said Sum of money with said interest and Cost to gether with the accruing Cost by a sale of said Mortgage lands and tenements or so much thereof as may be necessary in said Bill mentioned and which are bounded and descri=bed as follows to wit Part of Survey No 10408. Beginning at the South East corner of the Original Survey and North East Corner of John Swans Survey No 9920. thence N 12 W. 400 poles to the North East corner of the Original Survey and the South West Corner of James Saylors Survey No 9963. thence

S. 78 W. 400 poles to the North West corner of the Original Survey and the North East corner of Edward Smith & others Survey No 9940, thence S. 12 E. 240 poles to the North West corner of a tract of Land Sold out of the Original Survey by Adam Harp to Richard R. Moss, February 17, 1835, thence with Moss line N. 78 E. 160 poles to his N. E. corner thence S. 12 E 160 poles to Moss S. E. Corner and in the line of the Original Survey, thence with said line & with ~~this Swans~~ line of said Swans Survey, N. 78 E. 240 poles to the Beginning containing Eight hundred and Forty acres more or less And that he Cause the lands above described to be sold in pursuance of and under the forms and restrictions prescribed in the Statute for the Sale of lands on Executions at Law, and that he make return of his proceedings to the next Term of this Court, To which time this cause is Continued

I John Cassil Clerk of the Court of Common pleas of Union County Ohio Certify the foregoing order to have been taken and correctly copied from the Journal Entry of said Court,

Witness my hand and official Seal this 19th day of June A.D. 1845

John Cassil Clerk

Chancery Case File

Case No. 1844-CH-0002

Chancery Case File

Case No. 1844-CH-0003

No. 44-CH-3

Union Common Pleas Court.

Barzel Meyers
Plaintiff,

AGAINST

Samuel McWilliams
Defendant.

OCT 1844

Diss at pltfs costs

No Record.

Journal 13 Page 244

Record No. Page

Ex. Doc. Page

In Union Common Pleas

Bazil Myers

Bill in Chy

Samuel McWilliams

Specific Performance

Filed Feb. 26th 1844
John Cassil
Clerk

1844

Cost Bill made

Copied Allison & Hall

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

Your petitioner Bazil Myers of the County of Boyer in the state of Ohio represents to the Court that Samuel McWilliams of the County of Miami in said State of Ohio and whom your petitioner prays may be made defendant to this bill on or about the 20th day of May 1837 was seized in fee simple of a certain tract of land lying in said County of Union and State of Ohio and described as follows part of survey No 2983 in the Virginia military district bounded as follows Beginning at the North Easterly corner of Same McWilliams one hundred acres in the same survey Thence 57 poles till it strikes the origional line of the same survey Thence with the origional line of the same survey so far as to strike a line drawn south west parallel with said McWilliams hundred acres Thence forty six poles till it strikes the corner of said McWilliams lot Thence with McWilliams back line to the place of beginning including all of said lot more or less supposed to contain 33½ acres and the said McWilliams by answers to all the same entered into a contract with your petitioner for a sale thereof to him and executed to your orator a title bond or contract therefor which bond is hereunto filed and made part of this bill By which contract the said McWilliams bound himself upon the payment of three several notes of hand drawn then & there by your petitioner to said McWilliams to secure the purchase money viz $57.50 on or before the first day of October

then next ensuing and the remainder of 1157 in two annual instalments - to make and deliver or cause to be made and delivered to your petitioner a good and sufficient Warranty deed for said premises.

Your petitioner further states that he has taken possession of said premises made improvements thereon and paid to wit with all taxes & assessments said Notes in full so that the purchase money has been fully paid to said McWilliams. Yet said McWilliams neglects & refuses though often requested by your petitioner in a friendly manner so to do) to execute & deliver to your petitioner a general Warranty deed or cause to be made starting to execute & deliver a deed for said described premises as by his contract he is bound to do

Your orator further states that the said contract hereunto filed was executed without a survey of the premises & hastely without the courses of the various lines bounding the same being given.

Your orator therefore prays that in as much as he has no remedy by the strict rules of law that the Court order a more specific survey of said premises and on final hearing of this bill the said Saml McWilliams may be decreed to convey or cause to be conveyed the said premises to your ~~orator~~ petitioner with all proper assurances as by his said contract he is bound to do and for such other and full relief as equity & good conscience should give

Allison & Ball
Sol for Complt

Banzel Myers —

vs } In Chy

Samuel McWilliams

The Clerk will issue subpoena to Sheriff of ~~Franklin~~ Miami County, Ohio returnable next Term

A. H. Pratty for petitioner

So Ordered Chn

Cr an the within seven
teen Dollars
May the 20th 1837 — Sam M'Williams

Cr an the within forty
five Dollars —
May the 29. 1837 —
Samuel M'Williams

Received on the within fifty five
Dollars and the interest —
January the 2 1839 J. M'Williams

Filed Feby 26th 1844
John Cassidy Clerk

Articles of agreement Concluded this 20th day
of May anno domino one thousand eight hundred
and thirty seven between between Samuel McWilliams
of Monroe County Ohio of the first part and Barzel
myers of Logan County Ohio of of the seccand part Witne
ss that the said Party of the first part agrees upon the terms
and conditions herein after mentioned to sell to said Party
of the ~~first~~ second part the following lands situate in the County of
Monroe Ohio to wit part of survey No two Thousand nine
hundred and Eighty three in the Virginia military District
Beginning at the north Eastherly Corner of Samuel McWilliams
hundred acres in the same survey thence fifty one
Poles till it strikes the original line of the same survey
thence with the original line so far as to strike a line
drawn south west parallel with said McWilliams
hundred acres thence forty six Poles till it strikes the
Corner of said McWilliams last thence with McWilliam
s back line till the place of beginning including all of said
last May the same be more or less supposed to be 99 acres and ½ — the said Party of
the seccand part here by agrees to pay the said McWilliams
the sum of five Dollars per acre in three instalments
with interest annually as follows fifty seven Dollars and
fifty ~~three dollars~~ Dls on or before the first day of settle
ment and the Ballance in two equal annual payments
with interest as above — the said Party of the seccand part
agrees to pay all taxes and assessments that may here after be dem
andable on said land or these appurtenances it is agreed that
said seversd instalments 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 insta
ments are so paid said McWilliams for him self his
heirs do agree to make Lyne Sterling his or Executors a
make unto myers his heirs or executors a general war
ranty deed and if said Sterling does not comply the
said McWilliams or his heirs do agree to make unto
said Myers or or his heirs a general warranty deed of the
State 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
Henry Helmore

Samuel McWilliams (Seal)
Barzil Myers (Seal)

6 Day of novem
ber receive 20
Dollars

Due $39.77

Hugh M[illegible]
a bount

[illegible] the 10th in
Note 2 years C. Dennis
January 2d 1838
Thomas W. Dorsey
[illegible]

An ar bebase the first day of October in the
year eighteen hundred and 32 I promise to pay
unto Samuel O Williams the last sum of
fifty five Dollars to be paid with intrest
for Value received of him.

May the 20. 1837

Received in the with in 75

Mr. Ogden

Mr. Ogden

Baltimore

On or before the first day of October in the
year 1839 I promise to pay or cause to be paid
unto Samuel McWilliams or order the just
sum of fifty five Dollars with interest for
Value received — Barzil Myers 55 2/
May the 20, 1837

Received on the within $27.50 lbs
November the 27 1838

32.46

Cr am the within
note seventeen
Dollars — —
May the
20. 1

By the first day of october next I promise to pay
unto Samuel N Williams or order the just sum of
fifty seven Dollars with use and fably its for Value received
of him — May the 20 1837 B

on demand the first day o

Union Common Pleas

Bazil Myers
vs
Saml. McWilliams

Served by Copy left at residence of the Deft March 3rd 1844

Sheriffs fees
Serv $1.35 — Stephen Johnston Sheriff
Copy 18
Mileage 8 40
" 93

Postage paid by C.W.B. Allison
$1.30

Filed April 6th 1844
John Crissil Clerk

The State of Ohio, Union County, ss.

To the Sheriff of the County of Miami Greeting.

We command you, that you summon Samuel M'Williams to appear before the judges of our Court of Common Pleas, at the Court House, in said County of Union on the 16th day of April next ensuing, to answer a bill in Chancery, exhibited against him by Barzil Myers of the County of Logan and state aforesaid, and this he shall in no wise omit, under the penalty of one thousand dollars; and have you then there this writ.

Witness John Cassil, Clerk of our said Court, at the Court House, this 26th day of February A.D. 1844

John Cassil, Clerk

No. 44-CH-4

Union Common Pleas Court.

Jeremiah Beal et al
Plaintiff,

AGAINST

Mary Beal et al,
Defendant.

MAY TERM, 1845

Sale of Land

DECREE FOR PLAINTF

Journal 3 Page 291

Record No. 4 Page 382

Ex. Doc. Page

In Union Common Pleas

Jeremiah Beal &
Hiram Beal admrs

vs

Mary Beal
Samuel Kirk et als.

Petition to sell Land

Cost bill made

Filed March 5th 1844
John Cupil Clerk

Recorded

Allison & Hall Sols

copied

Sale confirmed
By Court

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

Your petitioners, Jeremiah Beal & Hiram Beal, administrators of the estate of Nicholas Beal, deceased, respectfully represents; that the total value of the personal estate and effects of said decedent, is as near as can be ascertained, is one thousand and eighty seven dollars & twenty five cents; which will more fully appear by the certificate of the clerk of this Court, herewith filed, marked (A); but not more than Five hundred dollars can be realized therefrom. That the amount of debts owing by the deceased, as nearly as they can be now ascertained, amount to Eight hundred dollars; and the amount of the charges of administration to about twenty dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent died seized in fee simple of the following real estate, situate in the township of York, County of Union & state of Ohio, being bounded and described as follows. Begining for One hundred acres of land at a Dogwood, white ash & ironwood in south line of survey No. 3238 marked for a corner running with said. North 82° West 82½ Poles, to 2 beach trees and an elm tree - Thence North 8° east 194 poles to a water ash witnessed by two ashes and Elm tree, thence south 82° East 82½ poles to two sugars and two Beach trees, thence south 8° West 194 poles to the place of beginning, (being part of said survey No. 3238.)

The said decedent died leaving Mary Beal, his widow, who is entitled to dower in said premises.

The following persons are the heirs, having the real estate of inheritance in the premises above described, from the said decedent, namely; Samuel Kirk & Elizabeth Kirk his wife, Robert Barkdall & Prudence Barkdall his wife, & William Beal - adults - & Rachael Beal, Isaiah Beal

& Curtis Beal. minors - and Sharpless Beal, adult who resides out of this State.

Your petitioner prays that the said widow and the said persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent, be made parties defendants; to this petition; that the dower of the said Mary Beal may be set off. the several rights of the above named defendants adjusted &c; and that your petitioner may be ordered to sell said real estate. &c. and such other relief &c

By Allison & Hall Solr for Petitioners

The State of Ohio. Union County SS.

We Jeremiah Beal & Hiram Beal. administrators of the estate of Nicholas Beal. deceased. petitioners named in the above petition, do make solemn oath that the ~~heirs~~ said Sharpless Beal, one of the heirs and legal representatives of the said Nicholas Beal deceased, and named in the above petition, resides out of this State, as we verily believe.

Jeremiah Beal
Hiram Beal

Sworn to and subscribed this second day of March A.D. 1844. before me

James R. Smith Associate Judge

Fees Appraisers Each — — $1.75
Certificate and oath of Appraisers 37

Lawrence

Recorded

In obedience to ~~the~~ the order of the court in this case, after being duly sworn and upon actual view of the premises in the said petition described we the undersigned appraisers do set off and assign to Mary Beal the widow of said Nicholas Beal deceased, for her dower estate in the real estate mentioned and described in said petition so much of said land as is contained within the following bounds, to wit comencing at a water ash in the north west corner of said lot running south 8 W 64 2/3 poles to a stake thence S 82 E to intersect the east line of said lot containing 33 1/3 Acres we do estimate the estate described in said petition subject to and incumbered by said dower at $237.50

William R Smith
Joseph R. Cahill
William Sigler

State of Ohio Union County ss
On the 2nd day of Oct A.D. 1844 before me personally appeared Wm R Smith, Joseph R. Cahill and Wm Sigler the within named and made solemn oath that they would upon actual view honestly and impartially assign dower and appraise the real estate of Nicholas Beal deceased in pursuance of the order of the court of common pleas of Union County in the case of Hiram and Jeremiah Beal administrators of said Estate

Williams Tobey
Justice of the peace of said County

Oct the 2nd 1844

Union Com Pleas

Ira A Beal admr

vs

Mary Beal et als

Filed April 15. 1844

John Cassil. Clerk.

Rec'd

Copied

Jeremiah Beal & Hiram Beal Adm'rs of Nicholas Beal, deceased

vs

Mary Beal, Samuel Kirk & Elizabeth his wife, Robert Barkdull & Prudence his wife, & William Beal et als

In Union Com. Pleas.

Petition to sell Land

And the said Mary Beal, widow of the said Nicholas Beal deceased, and the said Samuel Kirk & Elizabeth, his wife, Robert Barkdull & Prudence his wife, and William Beal, in their own proper persons, come and waive process, and appear to said petition, and hereby consent to the sale, &c., of the premises in the petition described, as prayed.

Mary Beal
Samuel J Kirk
Elizabeth Kirk
Robert Barkdull
Prudence her + mark Barkdull

Exhibit "A" referred
to in the annexed
petition.

The State of Ohio Union County, ss.

I do hereby certify that the appraised value of the personal estate and effects of the estate of Nicholas Beal, deceased, which includes the value of the debts due to the estate, is one thousand and eighty seven dollars and twenty five cents as appears from the inventory filed in my office

Feby 23d A.D. 1844

$ 1087,25

John Cassel Clerk of Com. Pleas
Union County

refrain from their usual temporal pursuits,
and assemble themselves to relig

Adm's Sale of Real
Estate
v Beals Estate

Proof Publication

Filed May 20th 1845
John Capen Clerk

Sale of Real Estate by J & H Beal Adm'rs of the Estate of N Beal deceased

State of Ohio
Union County ss

P B Beale one of the publishers of the Argus & 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 four consecutive weeks commencing on the 2d day of December 1844. P B Beale

Sworn to & subscribed before me a Justice of the peace this 26th day of May 1845 -

James Lemon JP

Sale of real Estate by Order of Court.

ON the 25th day of January, 1845, 1 o'clock in the afternoon, at the door of the Court house in Marysville, Union co., Ohio, will be sold to the highest bidder, the following real estate as the property of Nicholas Beal, dec'd, to wit: Situate in the township of York, county of Union, Ohio, being bounded and described as follows—beginning for one hundred acres of land at a dogwood, whiteash and ironwood in south line of survey No. 3238, marked for a corner running with said line, north 82° west 82¼ poles, to two beach trees and an elm tree; thence north 8° east 194 poles to a water ash, witnessed by two ashes and an elm tree; thence south 82° east 82¼ poles to two sugars, and two beach trees, thence south 8° west 194 poles to the place of beginning; being part of said survey No. 3238, subject to the dower of the widow—Appraised at $237, 50. Terms of sale: 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.

JEREMIAH BEAL,
HIRAM BEAL, Adm'rs.
of Nicholas Beal, deceased.

Dec. 18th, 1844. nc33-5w

Filed Oct 3d 1844
John Cassil Clerk

Jeremiah & Hiram Beal Administrators of the estate of Nicholas Beal Decd vs Mary Beal et als } Chancery

On motion to the Court by Mr. Allison Counsel for the Petitioner, it is ordered that the said Mary Beal be endowed of One full third part of the following real estate in petition mentioned, to wit: part of survey No. 3238 in the Virginia Military District lying in the County of Union and State of Ohio and bounded and Described as follows - beginning at a dogwood white ash and ironwood in the south line of said survey No. 3238 marked for a corner running with said line N. 82 deg. W. 82½ poles to a beech and an elm tree thence N. 8 deg. east 194 poles to a water ash witnessed by two ashes and an elm tree; thence south 82 deg. E. 82½ poles to two sugars and two beech trees thence S. 8 deg. W. 194 poles to the place of beginning containing one hundred acres more or less, and it is further ordered that Wm. R. Smith, Joseph R. Cahill and William Sigler, being first duly sworn do upon actual view of the premises set off and assign the Dower of said Mary Beal and make return of such assignment of together with a just valuation of said real estate subject to said Dower forthwith.

The above is a correct copy of an entry on the Journal of the Court of Common Pleas Union County Ohio as made at the present term of said Court

Witness my hand and the seal of our said Court at the court House this 1st day of Oct 1844

John Cahill Clerk

Jeremiah Beal et al
Admrs &c
vs
Mary Beal et als

Proof of publication

Filed ~~July~~ Oct 1st 1844
John Cassil Clerk

Recorded

UNION COMMON PLEAS-

PETITION TO SELL LAND.

Jeremiah Beal & Hiram Beal admisistrators of Nicholas Beal, dec'd. vs Mary Beal, Samuel Kirk & Elizabeth Kirk Robert Barkdall and Prudence Barkdall, William Beal, Rachel Beal Iiaiah Beal, Curtis Beal and Sharpless Beal.	To Sharpless Beal, one of the legal heirs and representatives of Nicholas Beal, deceased.

You are hereby informed that, on the 5th day of march 1844, said administrators filed their petition in the court of Common Pleas of Union county, Ohio; the object and prayer of which petition is to obtain an order, &c., at the next term of said court, for the assignment of the dower of Mary Beal, the widow of said Nicholas Beal, deceased, in, and for the sale of the following real estate, (of which he said Nicholas Beal died seized,) whicht is necessary to pay the debts of said decedent, to wit: part of survey No. 3238 in the Virginia military district, lying in the county of Union and State of Ohio, and bounded and described as follows:—beginning at a dogwood, white ash and Iron wood, in the south line of of said surver No, 3238, marked for a corner; running with said line north 82 deg. west 82¼ poles to a beech and an elm tree; thence north 8 deg. east 194 poles to a water ash witnessed by two ashes and elm tree; thence south 82 deg. east 82¼ poles to two sugars and two beech trees; thence south 8 deg. west 194 poles to the place of beginning, containing one hundred acres more or less.

JEREMIAH BEEL
HIRAM BEAL

Administrators of Nichelas Beal dec'd.

By *Allison & Hall*, atty's for petitioners.

March 6, 1844 n6 4t.

Printers fee 5 00.

The state of Ohio, Union County ss:
I, John Cassil, do make solemn oath, that a notice, of which the annexed is a true copy, was published for four weeks successively, immediately previous to the 6th day of April 1844, in the "Union Gazette" a newspaper of general circulation in the County of Union, Ohio where the deceased last dwelt.

John Cassil

Sworn to and subscribed before me this 1st day of Oct. A.D. 1844

James Turner J.P.

164.09

6

9,84.54

3

29.52

4.97

54,49

2) 9.84

4,97

Jeremiah & William Beal
Admr of Nicholas Beal
vs
Mary Beal et als

Chancery
No. 43

The admr asks the Court to appoint Wm R Smith, Joseph R Cahill, & Wm Tigler as appraisers of the land mentioned in said Bill

The Clerk will issue an order returnable forthwith

1842
Jan 11

J N B Allison
Atty for Comp

J. & H. Beal administrators
of Nicholas Beal decd
vs
Mary Beal et al

Union Common Pleas.
Petition to sell Land

In pursuance of the within order of sale, we gave notice of sale in due form of law, and at the time and place mentioned in the notice herewith filed, for said sale, to wit: at the door of the Court House in Marysville, Union County, Ohio, on the 25th day of January 1845. We offered said property at public vendue, and William Beal having bid therefor One hundred and seventy six dollars 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.

Jeremiah Beal
Hiram Beal admtrs
of Nicholas Beal, decd

Fees:
Publication of Notice $2.50

May 26th 1845

Union Com Pleas
J. & H. Beal Admrs
vs
Mary Beal et al
Order to sell

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

"J & H Beal admrs" October 3d 1844"
of "vs" "On motion to the Court by Mr Allison"
"Mary Beal et al" "Counsel for the petitioners and"
"upon producing the assignment of dower"
"and appraisement herein made by William R. Smith, Joseph N. Cashill"
"& William Sigler under a former order of this Court, It is ordered"
"that said administrators proceed according to law to sell the"
"real estate in said Petition described, subject to the said"
"dower estate of the said Mary Beal 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 Jeremiah Beal & Hiram"
"Beal administrators as aforesaid 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

The State of Ohio, Union County ss:
I Simon Davis do make Solemn Oath that on the 13th Day of April 1844 I served the within named William Veal and Courtly Beal with A Notice of which the within is A true Copy

Simon Davis

Sworn to and subscribed before me this 13th day of April 1844

James R Smith Associate Judge

Union Com Pleas
Apl Term 1844
vs
Mary Beal et al

Filed April 15, 1844
John Kapsie Clerk

Recorded

To William Beal & Curtis Beal, heirs of Nicholas Beal decast, you are hereby informed that we have filed A petition as Administrators of the Estate of Nicholas Beal dec., in the Court of Common pleas of Union County, for the Sale &c. of the real Estate of the said dec., and that in pursuance of the prayer of said petition on the first Day of the April term 1844 of said Court, to wit on the 16th day of April 1844 or as soon there after as Counsel can be heard, ask for an order for the Assignment of the dower of the widow of said Nicholas Beal in and for the Sale of the following real Estate of which the said Nicholas died seized which is necessary to pay his debts, to wit part of Survey No. 82. 88. -- Virginia Military District, Situated in Union County and Containing One hundred Acres more or less. --

April 16th 1844.

Jeremiah Beal,
Hiram Beal, Admrs,
of Nicholas Beal decast.

The State of Ohio Union County SS.
I Elijah Beal do mak solemn oath
that on the 12th Day of April 1844 I served the
within named Rachael Beal Isaiah Beal
with a notice of which the within is a true
copy —

Elijah Beal

Sworn to and subscribed before
me this 12th Day of April AD 1844

A A McPherson J.P. (Seal)

Union Com Pleas
J & B Beal Rel
vs
Mary Beal et al
Action to Partition

Filed April 15. 1844
John Cassil, Clerk

Recorded

To Rachael Beal & Sarah Beal minor heirs of Nicholas Beal deceased —

you are hereby informed that we have filed a petition as administrators of the Estate of Nicholas Beal deceased in the court of common Pleas of Union County for the sale of the real estate of said ~~deceased~~ decedent and shall in pursuant of the prayer of said petition on the first Day of the April Term 1844 of said court to wit. on the 16th Day of April 1844 or as soon there after as counsel can be heard ask for an order for the assignement of the dower of the widow of said Nicholas Beal in and for the sale of the following real estate of which the said Nicholas Beal died seized which is nessary to pay his debts to wit.

Part of Survey No. 32.38 Virginia military Destrict situbated in Union county and containg one hundred acres more or less

Dated April 12th 1844

Jeremiah Beal }
Hiram Beal } Adm.
of Nicholas Beal. Deceased

Chancery Case File

Case No. 1844-CH-0005

No. 44-CH-5

Union Common Pleas Court.

Robert L Brown
Plaintiff,

AGAINST

James E Merriott,
Defendant.

MAY TERM. 1845

JUD'G VS PLAINT'F

Journal 3 Page 311

Record No. 4 Page 356

Ex. Doc. Page

Court of Com Pleas

Robson & Broome
vs } Bill in Chan
James & Harriott
Cast bill mad

compl on the grounds of 404-

Recorded

I allow a writ of injunction to stay proceedings in this case upon the Compl giving bond to the adverse party in the sum of $100. to the acceptance of the Clerk

Silas G Strong

Associate Judge

Filed March 9, 1844
John Cassil Clerk

Copied

W. C. Lawrence Col

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

Humbly complaining Sheweth unto your Honors your Orator Robson L. Broome a resident of the County that on about the 27th of September 1842 your Orator became Surety or bail on a note of hand for Christian Stiner to one James E. Harriott being induced so to do from the following state of facts (to wit) that the said James E. had prior to that time obtained a Judgment to the Amount of about 40.$. before a Justice of the peace of this County upon ~~which the~~ or against the said Christian Stiner and had caused Execution thereon to be issued and Levied upon the property (to wit) (one mare and colt, three cows, one plow and sixteen head of hogs) of the said Stiner as more fully appears by the return of the Constable that the said James E. agreed to and with the said Stiner and one Marius Wasson and your Orator that if the said Wasson and your Orator would go Security with the the said Stiner in a Judgment note (so commonly called) to be due in ~~four~~ six Months from date then the said Judgment against the said Stiner was to stand satisfied and discharged, the Levy raised and the property of the said Stiner released, so as Harriott would incur no cost that accordingly your Orator and the said Wasson were presented by the said Harriot with a blank bond of the description aforesaid with three seals or written Scrawls for the signatures of the trio aforesaid which was executed by us of the date of the 27th of ~~November~~ September 1842 all of which was right and proper and of mercy and good fellowship towards the said Stiner on the part of your Orator. Now so it is and your Orator here expressly so charges that the agreement with the said Harriott was that your Orator was bail and only bail on said note and so knew the said Harriott and that the said note was inchoate and in complete untill it was rendered valid

and complete by the signature of the said Stiner as principal against whom the debt existed and in the payment of which your orator had no interest whatever except as bail as aforesaid and your orator further charges as the above Levy shews that the said Stiner was abundantly able to pay the said debt on execution

But contrary to equity and fair dealing towards your orator and contrary to the clear understanding of the right by the said Harriott, he combining and confederating himself with other evil disposed persons to your orator unknown and especially to feed his revenge for a real or supposed injury from the said Wasson intentionally forebore to obtain the signature of the said Stiner to the said Note so signed as security as aforesaid by your orator and thinking as he says to oppress and injure the said Wasson by the accumulation of costs and the collection of the debt aforesaid of the securities on the 4th day of April 1843 without the knowledge of your orator and your orator still believing that the said Harriott had your orators name as such security in the Court of Common Pleas of the County of Champaign an adjoining County caused Judgment to be rendered up against the said Wasson and your orator on the Note so obtained as aforesaid for the sum of 42 $ debt and 1.32/100 $ damages and a large amount of Costs to wit the amount of Seven dollars 25/100 cents that the said Harriott afterwards ~~(to wit)~~ caused execution to be issued which has been increasing costs to a large amount against your orator which said writ is in the hands of Wm H Steele Sheriff of this Co and with which a Levy has been made upon your orators property whereby your orator is greatly injured and oppressed all of which

doings upon the part of the said Harriott are contrary to equity and good conscience and tend manifestly to the injury of your Orator intender consideration whereof and inasmuch as your Orator is remediless on the Law side of this court and can be relieved where only frauds are cognisable and iniquity remedied your Orator prays that the said James E Harriott and Wm Steele may be made defendants to this bill and that the said James E may be compelled upon his corporal oath to say if he did not obtain the name of your Orator as such security only and if the said note was not considered as incomplete without the name of the said Stiner and also answer all and singular the allegations of this bill as fully and particularly as if here again specifically interrogated and that on the final hearing of this cause your Honors, will perpetually enjoin the said James E. from proceeding to collect the the said Judgment aforesaid and that your Honors would grant your Orator other and further relief in the premises as equity may require and your Orator as in duty bound will ever pray and so forth

by Wm C Lawrence Sol for Compt

State of Ohio
Union County ss

Personally appeared R. L. Broom who being duly sworn says that the matters and things contained in the foregoing bill so far as stated of his own knowledge are true in substance and in fact and so far as stated on the information of others he believes to be true

Robert L Broom

Sworn to and subscribed this 9th day of March 1844
James Turner S.P.

Question by same. You say you believe Stines was to sign the note, did you hear Harriott say so?

I am not sure from which of the parties I got the information but believe from both Harriott & Stiner as the were together in the store when talking about the said note

John Caldwell

Sworn to and subscribed before me this 17th Day of June AD 1844

James Turner JP

By consent of Counsel this Deposition is handed in to the clerk without sealing up

J Turner JP

Fee bill
Justice cost 1 38
witness fee 75

Robson & Boozer
vs
James G. Harriott

Filed June 17. 1844
John Cassell Clerk

Deposition of John Caldwell of Lawful age and of this County taken before the Subscriber a Justice of the peace at his office by agreement of the counsel of the parties without notice to be read in evidence in the case of Robson L Broom against James E Harriott in Chancery in the Union Com Pleas The said Caldwell being first duly sworn according to Law do hereafter certified says.

Question by Complts Counsel Were you in the Store with Harriot at the time the note was given by Wasson and Broom to secure a Judgment against Christain Stiner if so please State all you know about it as to whether the said Stiner was to sign the same with them or not whether they were his securities or not? My impression was at the time the note was given that it was a joint note and all three were Equally Bound for the said note, I was in the Store with the said Harriot at the time the note was given

Question by Def counsel.

Did you hear all the particulars at that time from the parties? are you certain that all three were to sign the note? what kind of a note was it?

I did not hear all the perticulars for Wasson & Broom were not present. I understood that the were all three Equally Bound in the said note — the note was a Judgements note,

Question by same, Was ~~Wasson~~ Stiner to sign the note as principal or at all? I believe that Stiner was to sign the said note as a joint note

Union Com Pleas

Robson L. Broome

vs

James E. Harriott &
W W Steele

Injunction allowed and
bond given
John Cafil Clerk

Served by acknowledgment for W Steele & by
copy on J E. Harriott
March 9. 1844

Wm W Steele Shff

Copies
Serv 55
Copy 10
Mile 5
.70

copied

A. acknowledge service March 9. 1844
Wm Steele

Filed March 9th 1844
John Cafil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon James E. Harriott & 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 Robson L Broome

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 Ninth day of March A. D, 1844

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

Robson & Broome
vs } Injunction
} Bond
James & Harriott &
W W Steele

Filed March 9. 1844
John Cassil Clerk

Rec

Copied

Know all men by these presents, that we Robson L Broome and Mains Wason are held and firmly bound unto James E. Harriott 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 9th day of March AD 1844

The condition of the above obligation is such, that whereas, the above named Robson L Broome 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 judgment obtained in the Court of Common pleas of the County of Champaign and State of Ohio, by the said James E Harriott, against the said Robson L. Broome and Mains Wason at the April Term there of AD 1843 for the sum of forty two dollars debt and one dollar and thirty two cents damages and seven dollars & twenty five cents, costs. until the matter thereof can be heard in equity. Now if the said Robson L Broome shall pay all monies and costs due or to become due, from him, the said Robson L. Broome in said judgment at law, and all monies and costs, which shall be decreed against him, the said Robson L, Broome in case said injunction shall be dissolved, then this obligation shall be void; otherwise in full force, and virtue in Law.

Robson L Broome (Seal)
Mains Wason (Seal)

The State of Ohio - Union County ss.

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

Sworn to and subscribed before me this 8th day of April A.D. 1844.
James Lowes J.P.

probate 25

In Union Comm Pleas
James E Harriott
vs
Robert L Boone
Answer in Chancery

Rec

Filed April 8. 1844
John Cybil Clerk

Williams & Hall
Atty for Deft

The Separate answer of James E. Harrold to a Bill in Chancery filed against him and William W. Stale Sheriff of Union County in Union County Court of Comm Pleas.

The said James E. Harrold for answer to said Bill or so much thereof as he is advised it is material for him to answer answereth and saith. That he (Respondent) admits the indebtedness of Christian Steiner to respondent - the Judgment. the issue of execution serv. &c. as stated in Complainants Bill.

Respondent further states that on or about the 27th day of September 1842. the said Steiner being possessed of a large amount of brick. ~~which was then selling for~~ ~~per thousand~~ or made application to Respondent to take a sufficient amount of said brick then being at the kiln about Eighty rods west of Mansville. at two dollars per thousand to satisfy and pay said Judgt. Respondent then knew this to be a great sacrifice from the actual value of said brick but having no use for them informed said Steiner that he would not take the brick but if said Steiner could find some other good responsible person or persons who would take the brick & pay ~~you~~ Respondent in six months from that date. to be secured by note with a legal warrant of Atty to confess Judgt thereon in default of payment thereof. then Respondent would release said serv. &c. and extend the time for six months said Steiner then made inquiry of Respondent if Mason & Browne (meaning Complt Browne & Marin Mason) would do. Respondent replied in the affirmative & drew a note for the amount due with a warrant of Atty and delivered the same to said Steiner who went to obtain such signatures as should be satisfactory

to Respondent. This Stiner soon returned with said note and Warrant of Atty with the signatures of Robson & Broome Complainant & Mains Wasson thereto: and informed Respondent that said Wasson & Broome had agreed to take the brick at two Dollars per Thousand and pay the debt as secured by aforesaid. Respondent upon the receipt of said note and warrant of Atty by the request of said Broome & consent of said Stiner then assigned said Judgment to the said Broome & Wasson, which Respondent understood was to secure them in the payment by the said Stiner of the ballance of the said judgment, if any should be found after the counting of said brick, and the amount should not be as large as was ~~supposed~~ estimated at that time, Respondent expressly denies that said note was inchoate and incomplete until it was rendered valid and complete by the signature of the said Stiner, as complainant charges in his said Bill, Respondent further states that a short time ~~previous to the time at which~~ after said Debt note became due, the said Broome in a conversation with your Respondent, stated that he (Broome) was not concerned in the payment of said note, that said Wasson had taken all said brick, and had agreed to redeem said note when due. Respondent states that said note not being paid when due he did cause judgment to be rendered up, which he believes is correctly stated in complainants Bill, (but the motives for so doing, Respondent believes is not a subject of inquiry by any "Inquisitorial powers" of Equity Jurisprudence.) Respondent states that an execution did issue upon said judgment as complainant charges in said Bill

to William W Steele, Sheriff of Union County, who is likewise a defendant to said Bill — that Respondent told said Steele not to levy on any property belonging to complainant Broome — but to levy on the property of said Wasson — that said Wason paid a part of said Judgment to said Steele in money & Steele levied upon the aforesaid lot of brick for the ballance — which brick were appraised at $56. that afterwards a reappraisement and vendi with a clause were had — that upon said vendi the complainant turned out a wagon — for doing which respondent thinks said Broome ought not complain — That from all the facts and proceedings in the case — your Respondent is the injured party by reason of the default upon the part of said Broome & Wason ~~to pain~~ not paying the said note when due, that Respondent was abundently secured ~~when~~ before taking said Broome & Wasons note having responsible bail upon the Justices docket in addition to the said levy upon the property of Stiner, Respondent did not obtain the name of complainant as security only as complainant charges in said Bill — but that said note was complete without the signature of said Stiner.

And the said James E Harriott denies all fraud and combination wherewith he stands charged and prays that said injunction obtained by complainant may be dissolved and Respondent be hence dismissed with his costs &c

Allison & Hall Sol for Deft

James E Harriott

Union Court Pleas

R. S. Broome

—

J. E. Heamoth &
W. W. Steele

Steele's answer

Recorded

Filed April 9th 1844
John Cassil Clerk

Copied

To the Honorable Judges of the Court of Com' Pleas, of Union County, in Chancery sitting

Your Respondent to the Bill of R. L. Broome's, ~~Bill~~, ~~[illegible]~~ Answer comes & says. The Matters in dispute between R. L. Broome & James E. Hamiott, he has no Knowledge of whatever, prior to, receiving the Fi Fa. Execution as an Executive officer of the Court, –

A short time after receiving, or at the ~~[illegible]~~ time of receiving said writ, this Respondent was instructed by James E. Hamiott, to levy upon some young Cattle, the property of Mains Wason, one of the Defendants in said Execution "He the said Hamiott, having been told by the said Broome that the said Broome had no interest in said Execution but that the said Wason was, to pay the same",

Your Respondent did not levy as instructed upon the young Cattle, as they had strayed from the enclosure of the said Wason, and could not be found by your Respondent or the said Wason,

Your Respondent afterwards levied upon some Brick by & with the consent of the said Wason, appraised & offered them for sale, And afterwards upon, a revaluation of the Brick there was not enough to satisfy said ~~writ~~, Judgment & ~~[illegible]~~ by virtue of another writ with a clause, levied upon a two horse Wagon, R. L. Broomes, property, appraised Advertised & offered, but no sale,

The ~~aforegoing~~ levies were made, agreeable to the wishes of the Defendants. Broome & Wason, & not without their Knowledge –

In all of which doings, this Respondent, acted agreeable to his understanding of the Statute as an officer, and pray. to be dismissed with his reasonable costs, and as in duty Bound will ever pray.

W. W. Steele

R. L. Boom
vs } Deposition
J. E. Hamlett
W. W. Steele

Filed Oct 1st 1842
John Cafoil
Clerk

Deposition of Robert Gibson of the County of Union, Ohio - being of lawful age, taken by agreement of the Attorneys for Complainant and defendant - without notice - to be read in evidence in a cause pending in the Court of Common Pleas in and for the County of Union - wherein Robson L Broome is complainant and James E Harriott and William W Steele are defendants, and taken for defendants before the subscriber a justice of the Peace in and for said County of Union both parties being present being first duly sworn according to law as hereafter certified deposes as follows -

Question by Deft Counsel - Do you know any thing about the sale of any brick to the Complainant Broome, ~~and~~ Mains Wasson, or either of them - state all you know about the transaction?

Ans by witness I hear Christian Stiner say that he had sold his shear of the Brick to Mr Broom & Mr Wapa some time that fall or winter Mr Wapa and my self was going down the Delaware road after some timber I mentioned to Wapa that i would go down and see Stiner and get them Brick Mr Wapa made answer and said that Stiner had sold them Brick to him & Mr Broom for they had a deft to pay for Stiner to Mr Harriott after that Mr Wapa and my self was talking and I asked him how many Brick he would want

he taled me that he did not now as he would want any for he had them that he got of S Stiner and same he got of me the first conver-sation between Wapon and Myself was I think in the fall of 1842 Stiner and my self was in Dorchorshi in making the Brick same time last spring Mr Broom asked me if I Remembered what time them Brick was burnt i told him i did not then Recollect i then asked him if there was any difficulty about the Brick he said there was none in the second conversation I had with Mr Wapon he stated that the brick he got of Stiner and the Brick he got of me would build him an office and that Broom would want two or three thousand and that he should want the Balance I dont know how may Brick there was that Wapon got of Stiner

Robert his × mark Gibson

I James Lorner a Justice of the peace for the Township of Paris in the County of Union Ohio do hereby certify that the above named Robert Gibson 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 at the time above mention Given under my hand this 1st day of Oct AD 1844

James Lorner J P

Fee Bill

Justice cost	50
A. Marks Const Cost	25
Witness fee	50
	$1.25

61 1/2
30 1/2
92 1/1

Robson L Broome
vs
James C Harriott et al

In Union Comm Pleas
Decree May Term A.D. 1845

Issue an Order - as
per execution at law & as
per decree in the above case for costs to Sheriff
July 11th 1845
To John Cassil - Clerk

C M Allison Atty for
Deft

No exception to form or want of Certificate in as to these two Depositions

Mr Clawrence
Sol for Compt
B W Allison Sol for Deft

by an agreement of parties by their attorneys these Depositions were handed in without sealing up

Fee Bill — James Lowrey J P

Justice James Lowry	$2.91
Const William Wells	25
Witnesses. C Stiner	50
~~Hiram Wafson~~	25

Deffs costs $1.91
Compt 2.00

Union Com Mich Chancery

Folson & Brown
vs
Depositions
James E Hornitt
& Mr M Stile

Filed Nov. 14 1846
John Caskie

10

Robson L Broome } Chancery.
vs } Common Pleas.
James E Harriott et al } Union County, Ohio.

Depositions will be taken in this case, by Defendants, at the office of James Turner, J. P. in the Town of Marysville, County of Union, Ohio - on the 13th day of May A.D. 1845 - between 9 A.M. and 4 P.M.

May 10th 1845 -

James E. Harriott -
William N Steele by
W B Allison their Solr

I acknowledge services
Mrs C Lawrence
May 10 1845

Depositions taken in a cause pending in Chancery in the Court of Common Pleas in and for Union County, Ohio, agreeable to the enclosed notice and at the time and place therein specified taken for the defendants in a suit wherein Robson L Broome is complainant, and James E Harriott and William W Steele are defendants both parties being present and the witnesses first duly sworn by me James Lyster a Justice of the Peace in & for Doris Township (in said County) according to law.

Christian Stiner of the County of Union being of lawful age and being first duly sworn by me — deposes as follows —

Question by complainant —

Do you know any thing about Robson L Broome and Marius Wason giving a judgment note to defendant James E Harriott? if so when — how — under what circumstances, as principal or security? state all you know about it

Answer by Witness. I do. I think about the month of Sept 1842. Mr Harriott had a judgment against me for about forty dollars Mr Harriott said he would let me off if I could get any man to take the brick I was making brick at that time and he would wait six months for his pay I asked him if he would take Mr Wason he said he would but Mr Wason and him was not on very good terms & that he thought was would not do it

I went to Mr Wapan he said he
would if Mr Broom would go in
I went to Mr Broom & he said he
had no objections that he wanted some
Brick Mr Wasson also stated that
he wanted same Brick then i went
to Mr Harriott and tolled him that
Broom & Wapon would do it and
I was to give them 20 thousand Brick
at two dallars per thousand and they
were to settle the debt for me by
giving their note to Mr Harriott and
Harriott was to wait six months
I came back to Mr Harriott and he
wrote a Judgment note and i went
to Mr Broom & Wapon and tolled
them it was nat the kind of a note
i expected it was a Judgment note
Mr Wasson stated that it did not
make any differance and then they
Both, Wapon & Broom signed the note
And I carried it to Mr Harriott
the note was given to Harriott for the
amount that Harriott had against me
next day Mr Broom met me and
said that if i would go and have
the Judgment assigned by Harriott to
him & Wapon that would be all the
security they would ask for the
delivery of the Brick. Me and Mr
Broom went to Harriott and i
tolled Harriott that he had the note
and if he would assign the Judgment
to Broom & Wapan it would be all

right Harriatt then went and assigned the Judgment as i under stood i did not read the assignment My name was not to be on the Judgment note Given to Harriott. afterwards i found out to Wasson a Lot of uncounted Brick which I thought to be twenty thousand but Mr wasson thought there was not so may we agreed at that time to let the Brick stand and settle the matter as to quantity some other time so for as i know Wasson & Broom holds the Judgment against me yet

Question by same. What were brick worth and selling for at that time?

Ans by same

I was offered three dollars per thousand for brick at the time i let Broom & Wasson have the brick

Question by Deft. where did Wasson sign the note

Ans in the Brick Tavern

Was Broom then there and did he sign at the same time and place?

Ans Yes Both signed there and I took the note down?

Did you make the arrangement with them and Harriott separately or did either of them make the Bargain with Harriott

Ans I made it myself.

Quest by same was the note under seal?

Ans I do not recollect, I did not notice that.

Quest by same What did the Deft. just whisper in your ear? - Ans by same. he said he was aiming to set a clue at me

What did you pay to Harriott for making this arrangement?
Ans by same; after words Harriott charged me something either five dollars in wood or five cords of wood what it was i cant Recollect
Compt objects to the compelling of this witness from interest and rests.
Question by Deft, was there any agreement that you should pay Harriott the wood at the time of the making of the judgment note
Ans by same: I do not recollect I think not and when we came to settle afterwards he charged me with it & made me pay for it
Q. by Compt Did Harriott say any thing to you on the subject of your having to pay the costs in this case if it went against him?
Ans by same. he did not.
Q by same Did he tell you, you would have to pay the costs in the case of Himself against Wasson and Browne if he lost this case?
Ans by same he did not
Quest by same what did he say on that subject?
Ans by same. as near as i recollect Mr Harriott said he had raised the injunction and the suit was none for the costs Mr Cole was present at that conversation the conversation was between Mr Cole & Harriott
Q. by same Do you say Harriott never said any thing to you about costs and your liability?
Ans by same. he never said any thing to me on that subject — Witness Stevens

Also at the same time and place Mains Wasson of lawful age being called by Compt. who being duly sworn

Quest by Compt Do you know whether the Compt was requested by Stiner to sign the note sued in Urbana as security or as principal if so please state? The note was Stiner's and Broom was security and Stiner was to get six Months I also signed the same note I think I signed first i dont Recollect whether the note was wrote or printed I think the note was sealed hawnany seals i dont know

Quest by same Was By the arrangement was Stiner to sign the note too? answer by same that was the understanding when Stiner spoke to me we both signed the note as security & Stiner was to sign the note

Quest by same did Stiner ever deliver Brick on that note and had he Brick at the time the agreement was made? Ans. by same I dont positive he had any brick at that time he might have been making bricks he never delivered me any on that note. I never turned out any Brick to the Sheriff Stiner agreed to turn out Property to satisfy the Judgment

Question by same did Stiner tell you he had to pay Deff five dollars over the debt to get the six months credit? Ans by same.. he tolled me he was to pay

Mr Borriott five dollars in wood to set the Stay six months

Quest by Same What conversation did you hear between Stiner and Comfort at Regarter's since the Brick was levied upon?

Ans by same. they were talking about the Judgment down by Regarter, Stiner Stated he would turn out property to pay the ~~Judgment~~ balance of the Judgment that the Brick did not pay

Question by Deft. In the conversation you speak of at Regarters - was there any thing said about the costs of the suit on the judgment note, if so - did Stiner agree to turn out property on that?

Ans by Same. there was something said about costs. I dont Recollect what the conversation was. I cant say whether he Stiner said he would turn out property to pay costs or not.

Question by same You say you signed the judt note first - did you not sign immediately under the note. where the first signature would properly stand. -

Ans by same. I say i think i signed first and i suppose i did sign immediately under

Question by same. Was Stiners name on the note - if not how came you to sign first. if only a security?

Ans by same Stiners name was not on the note i think i was in a hurry when i signed the note i was going to leave

I did not consider it made any difference as it was a joint note.

Question by same. Did Stiner hand you the note?

Ans by same I dont Recollect whether he handed me the note or not he was in the room before I left.

Question by same. Did you ever tell any person that you and Broome had bought brick of Stiner and was to pay a debt to Harriott? Ans by same:

I dont know I might have said so if I did it was by Stiners request to keep any other one from levying on the Brick.

Did you not tell Robert Gibson to that amount? Ans by same. I dont Recollect whether I did or not if I did it was by Stiners request he did not want the Brick levyed on by any other person.

Question by same. Did you tell Gibson with a view to prevent him levying on them, or was it in reply to his wanting to sell brick to you Ans by same I dont know that ever Gibson had Judgment against him I believe Gibson had brick at that time but I dont Recollect what started the conversation at that time.

Did you not tell Stiner before you signed the note that you wanted brick and was there any agreed amount as to the price at the time

Ans by same he said he was going to make Brick I might have tolled him that I wanted brick and the brick was to be two dollars

per thousand if I took the brick -
Question by same, Was that a fair price?
Ans by same; they might have been selling for more I believe they was,
Question by same, did you not call at the kiln before the brick were burnt - and enquire when you could get them?
Ans by sam. I dont Recollect.
Question by same - Did you and Stiner ever afterwards go to the kiln - did Stiner tell you that the brick standing there you could take - and what was the supposed amount state the whole conversation
Ans by sam. I dont know positive whether me and Stiner went to the kiln or not Stiner State that his share was twenty thousand he said he was to have twenty thousand I dont Recollect the conversation me and Stiner had about the brick Stiner wanted me to take the brick for twenty thousand and I wanted not do it. that was after Gibson had taken same of the brick away.
Question by same - When the execution came on, did you pay any thing to the sheriff on it, and did you tell him to levy on the brick for the ballance
Ans by same. when the Execution came on Stiner was in town I tolled Stiner that there was an Execution out and the sheriff wanted some property to levy on and as he had agreed to turn out property Stiner went up and the Levy Brick was Levied on there was not Brick enough to pay the Execution

1

I paid the Sheriff same many as i did not want my property Levied on I think i paid eight dollars when i paid the many was when the brick was counted out I have the impression that the appraisment was four dollars per thousand and i think there was eight thousand there was not enough to pay the execution and then was the time i paid the many as i was not going to have my property Levied on i believe this was the second appraisment and the brick had mouldered down since the first appraisment as i supposed how many brick there was at first i dont know.

Question by same, Did you not know that Stiners name was not on the note before the execution came on. Did you ever hear Broome say so before that time? Ans by same

I did not know but what Stiney name was on the note untill after the ~~Execution~~ ~~was~~ Judgment I never heard Broom say that Stiney name was not on the note as i recollect. I believe it was untill after the Execution I believe that Broom always done things about Strait.

Question by same, Did you have any conversation with Broome before the commencement of this suit and about its commencement? What was it?

Ans by same I dont Recollect of any conversation I dont know that I knowed ~~that~~ ~~before~~ Broom ~~had~~ was going to commence the suit

Question by same - ~~Done~~ you Broome's security on the injunction Bond in this case?
Ans by same, I signed the Bond i believe,
Question by same - Do you know any thing about the wagon levied on in this case as Broome's - What was its value?
Ans by same. I cant say any thing about the value of the wagon I dont Recollect any thing about the wagon I heard Broom say something about a ~~waggon~~ my impression is he said some thing about turning out a waggon about the time i paid the money -
Question by same. ~~Is there any thing~~ Did you hear Broome say any thing about the value of the wagon levied upon - what it was appraised at?
Ans by same. I heard him say i believe it was appraised at twelve dollars
Question by same - Is there ~~any~~ under-standing directly or indirectly - that you are to pay a part of the costs in this suit?
Ans by same; there is no under standing anyway about me paying any costs. Stiner would not turn out any more property after the brick was turned out & i paid what I supposed to be my half as the judgment was against me & Broom & not Stiner
- Question by same, did you not turn out the brick on the execution - or tell the sheriff to levy on them - and did you not tell the appraisers, ~~you~~ that there were

twenty thousand, and did you not send Stiner up to satisfy the appraisers as to the amount

Ans by same. I dont know whether i tolled the appraisers there was twenty thousand or not. I dont know but i tolled Stiner to go up and turn out the Brick and tell the praisers the amount I supposed the appraisers went up at the time the Sheriff went up.

Question by same - Did you with Broom take an assignment of the original judgment in favour of Harriott against Stiner from Harriott at the time or after you gave the judgment note, and do you hold it yet.

Ans by same. I know nothing about the Judgment. I hear Broom say that he had taken the assignment but I dont know what for there was no under standing with me that the Judgment was to be assigned I took the impression when Broom said he had the Judgment assigned that it was for Joint security

Defendant objects to the competency of this witness and rests for the present

Q - by Compt Did the conversation alluded to as held with Bob Gibson and Stiner relate to the Brick levied on in this case or other Bricks where Compt was not interested?

Ans by same. I suppose it was the same brick I dont Recollect the conversation i had with them

Marion W Cabin

Ex Docket No 2 page 110

R. L. Broom
vs
J. C. Harriott, et al

Costs	$15,84
Writ	41
Ex gum 1845	$1,34

Received by Clerk
July 23 1845
W C Mallon
Dept Sheff
Pltf Feed Rich

The State of Ohio, Union County, ss

TO THE SHERIFF OF THE COUNTY OF UNION, GREETING:

WHEREAS, in a certain action in Chancery lately prosecuted in our Court of Common Pleas, within and for the county of Union, wherein Robson L. Broome was plaintiff, and James E. Harriott et al was defendant, the costs of the said Robson L. Broome were taxed at fifteen dollars eighty four cents: you are therefore commanded, that of the goods and chattles, or for the want of goods and chattels, of the lands and tenements of the said Robson L. Broome in your bailiwick, you cause to be made the costs aforesaid, with interest thereon, from the 27th day of May A. D. 1845 until paid, and costs that may accrue. And if you shall levy and make said costs and interest, do you have the same before our Judges of our Court of Common Pleas, within and for said county of Union, on the first day of the next term of said court, to render unto the persons entitled to the same; and have you then and there this writ.

WITNESS JOHN CASSIL, CLERK of said Court at the Coart House in Marysville, this 11th day of July A. D. 1845

John Cassil CLERK.

Chancery Case File

Case No. 1844-CH-0006

No. 44-CH-6

Union Common Pleas Court.

Michael Everett, Plaintiff,

AGAINST

J J & H Thomas Defendant.

vs Foreclosure

OCT TERM 1845

DECREE FOR PLAINTF

Recorded & Indexed.

Journal 3 Page 366

Record No. 4 Page 442

Ex. Doc. Page

In Union Com Pleas

Michael Everett
vs
J. & A. Thomas

Bill to Foreclose

1845

Filed March 26. 1844
John Cupil Clerk

Cost bill entered

Allison & Hall Sol
for Comt

State of Ohio Union County ss
W. Wood makes oath that he says that
one of

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

Michael Everett of the City of Philadelphia & State of Pennsylvania, represents that John Thomas and Abel H. Thomas, (late partners trading under the name and firm of J. & A. H. Thomas,) of the County of Union aforesaid, and whom your Orator prays may be made defendants to this Bill, being or pretending to be seized in fee simple, of a certain tract of land, situate in said County of Union, and described as follows, Beginning at a beach and ash, in the place and stead of two sugar trees the original North East corner of said survey No. 3238 and South East corner to survey No. 3237, thence Eighty three degrees West two hundred perches to an iron wood, beach & buck eye, all saplings, thence South seven degrees West eighty perches, to two beach trees, thence South Eighty three degrees East (passing State Road at three perches) two hundred perches, to a stake witnessed by a sugar tree and beach tree one perch back, thence North seven degrees East eight perches to the beginning, containing One hundred acres of Land, And the said J. & A. Thomas being indebted to your Orator upon a judgment note, given for goods sold & delivered by your Orator to said J. & A. Thomas in the sum of One thousand dollars, did on or about the Month of August A.D. 184. apply to your Orator to destroy ~~release and receipt~~ said judgment note of One thousand dollars and take a new note, secured by Mortgage upon said premises, that said judgment note was accordingly destroyed, and thereupon

the said D. & A. Thomas to secure the payment of the same with lawful interest, by their deed duly executed and dated on or about the 30th day of August A.D. 1841 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 One thousand dollars, with lawful interest on said sum from the first day of May A.D. 1841, principal & interest to be paid to your Orator on the 1st day of May A.D. 1842, as in and by said note, and deed of Mortgage, which are herewith filed and made part of this Bill, will more fully appear.

Your Orator further represents that neither the said sum of One thousand dollars nor any part thereof, nor interest, was paid to your Orator at the time limited in that behalf: whereby the legal estate in said premises became vested in your Orator, redeemable nevertheless in equity on payment of the principle and interest due and to become due thereon: That the said sum of One thousand dollars principal and a large arrear of interest thereon being due he applied to the said D. & A. Thomas and requested them to pay the same to your Orator, which they, (or either of them) have hitherto wholly neglected and refused to do.

~~Your petitioner therefore prays that the writ of Subpoena may issue against the said John Thomas & Abel A. Thomas that they may be compelled to answer all and singular the premises, that an account may be taken of what is due to your Orator for his principal and interest upon said mortgage, that the description of said land in said mortgage may be corrected. That so corrected the said mortgaged~~

Your Orator further states, that since the date of said Mortgage, to wit about the 14th day of January A.D. 1843. the said John Thomas procured a deed to be executed to him (the said John) in his own right, for the same tract of land, so mortgaged as aforesaid to your Orator, but described in said last mentioned deed as follows—
"Situate in the County of Ruinon, &c — "Beginning for one Hundred acres of land at a beach and Ash in the North line of survey No. 3238. thence North 83d West 200 poles to an Iron wood, Beach, and Buckeye all saplings, thence South 7d West 80 perches to two Beach trees. thence South 83d East passing State Road at 3 perches. 200 perches to a stake, witnessed by a sugar and Beach tree one perch back - thence N. 7d East 80 perches to the Beginning containing & laid out for 100 acres.
Your Orator states, that the description of said land as stated in said mortgage is defective. That the latter description which is the one contained in said deed to the said John Thomas, is correct,

Your petitioner therefore prays, that the writ of subpoena may issue against the said John Thomas & Abel Thomas, that they may be compelled to answer all and singular the premises, that an account may be taken of what is due to your Orator for his principal and interest upon said mortgage - That the description of said land, as given in said mortgage deed, may be corrected - That said mortgaged premises so corrected, may be sold and the proceeds thereof applied to the satisfaction of said principal and interest; and that your Orator may have such other and further relief in the premises as equity and good conscience may require -

By Allison & Hall Sols for Complainant

I. John Cassil Clerk of the Common Pleas Court, Certify the foregoing to Correctly taken and Copied from the Journal of said Court Witness my hand and seal this 20th day of September A D 1845.

John Cassil Clerk

Received this writ 20th day of Sept A D 1845 in accordance with the Command of the within writ I had the within described reappraised by the oath of Wm Hartford George Davis & Ephraim Yarrington at Three Dollars per acre Sept 24th A D 1845 -- Advertised the same for sale at the door of the Court House in said County on the 22nd day of Oct A D 1845 - between the Legal Hours, And on the 22nd day I exposed the same for sale by Public Outcry Agreeable to the Statute, & the Notice of sale aforesaid And the same was Sold and Struck off to

Union Court Pleas
M. Everett
vs
C. & A. A. Thomas.
Order of Sale

Service -	$0.35
Mileage - -	55
Bryant - -	1.00
Copy of advert -	0.25
Advertising - -	25
	$2.60
Appraisers fee	4.50
Appraisers fees	1.50
Poundage -	4.00
	$12,60

Filed Oct 28 1845
John Cassil Clk

Advertised

Joseph H. Geyer for the sum of Two dollars pr Acre making in all, Two hundred dollars he being the highest and best bidder and that amount being 2/3 of of the appraisement thereof.

Wm M. Robinson Sheff & Special Master

Michael Everett,
vs
John Thomas &
Abel A. Thomas

Chancery. This Cause came on to be heard upon the Bill & Exhibits and the Defendants having failed to plead, Answer or demur to Complainants Bill and the Court being fully advised in the premises, do find that the Equity of the Case is with the Complainants and the Court do also find that there is due to the Complainants on said Mortgage from the Defendants the sum of One thousand Two hundred and five dollars and it is hereby ordered and decreed that the description of the said land in said Mortgage Mentioned, be amended as prayed for in said Bill and that the lands and premises so amended as described in Complainants Bill were conveyed by the defendants to the Complainants to secure the repayment of said Sum, the Court therefore further order adjudge and decree that the defendants do within twenty days from the rising of this Court pay to the Complainants said Sum of $1205.00 together with the Costs of this suit or in default thereof that said Defendants be forever barred and foreclosed from all equity of redemption, of, in and to said Mortgaged premises in Complainants Bill described and that the Sheriff of this County who is hereby appointed Special Master commissioner for that purpose proceed to Cause said premises to be Appraised advertised and sold at public Auction as upon Execution 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 is continued

Michael Everett
vs
J. & A. H Thomas

In Chancery. May Term 1845.

Continued under former order

Michael Everet
vs
J. & A. H. Thomas

Decree. On Motion of complainant the Appraisement herein is set aside and a new Appraisement ordered and this cause continued under former order of sale

Filed March 26. 1844
John Capsie Clerk
Court Com Pleas
Union County Ohio

Copied

$1000

On the first day of May Next We promise to pay Michael Everett One thousand dollars for value Received with interest on that amount from the first of May last until due

August 30th 1841

John Thomas

A. H. Thomas

X Michael Everett vs John Thomas & Abel H Thomas } In Union Com Pleas On Foreclosure

Issue a plurias order to Sheriff of R. C. returnable next & that he rappraise

To John Cassil. Clerk
Sept 9th 1845

C M Allison Atty for Pltff

Michael Everett
vs
L & A. Thomas

Foreclosure

Clerk will issue an order of sale in the above case to the Sheriff —
Nov 4th 1844

D M B Allison Atty
per pltff

To John Cassil - Clerk

Upon

Signed

Michael Everett vs John Thomas et al } Chancery - Or Foreclosure -
Issue an order to sheriff - to refer -

To John Cassil of R. C. P.

June 16th 1845

G M B Ellison Atty for pl'ffs

Union Com Pleas

Michael Everett
vs
John Thomas &
Abel H. Thomas

Served by Certified
Copy July 3 1864
W. W. Steck Shff

Serv	35
Mile	70
Copy	15
	1.20

Filed July 2d 1864
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Abel A. Thomas

to appear before the Judges of our Court of Common Pleas, at the Court House, on the [redacted] forthwith [redacted] _____ [redacted], to answer a Bill in Chancery, exhibited against him by Michael Everett

and this he 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 Second day of July A. D, 1844

John Cassil Clerk of Com. Pleas.

Michael Everett
vs
J. & A. H. Thomas

Served by Certified
Copy on. John Thomas
April 1. 1844. A. H.
Thomas not found.
W. W. Steele Shff

Serv — 55
Mile — 75
Copy — 10
$1.40

Filed April 2d 1844
John Caffil Clerk

Rec'd

Copied

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Thomas & Abel H. Thomas

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 16th day of April next ensuing, to answer 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 then and there this writ.

Witness John Cassil, Clerk of our said Court, at the court house, this 26th day of March A. D, 1844

John Cassil Clerk of Com. Pleas.

Mitchell Everett
v.
John Thomas &
able – Thomas

Copy of appraisement of real Est.

Filed Oct. 5th 1848
John Capsid Clerk

Michael Everett
v s
John Thomas &
Abel Thomas

We the undersigned having been called upon by Jno M Robinson Sheriff of Union County Ohio, to appraise one Hundred acres of Land in the County of union and State of Ohio Bounded and described as follows (to wit, Begining for one Hundred acres of Land at a Beech and ash in the north line of survey No 32,38. thence N 83°-W- 200 poles to an Ironwood Beech & Buckeye all Saplings thence S 7°-W- 80 poles to 2 Beeches, thence S,83 E passing State Road at 3 poles 200 poles to a Stake witnessed by a Sugar and Beech tree one pole back thence N 7°-E- 80 poles to the Begining - Containing and Said out for 100 acres after having been duly sworn by said Sheriff and upon actual view of said premises we do appraise said Land at Three Dollars per acre - - - - -
appraisers fee $1-50
- - - - - - - -

William Hartford
George Davis
Ephraim Yearington

State of Ohio union County ss
Personally appeared before me William Hartford George Davis & Ephraim Yarington and made solum oath to discharge the duties of appraisers of the above described Real Estate, Impartially according to law and the best of there abilities
Given under my hand this 24th day of Sept ad 1845 -
Jno M Robinson Sheriff

I certify the above to be a true copy of the original apraisment -
Jno M Robinson
Sheriff

Union Com Pleas

A. M. Everett
vs
John Thomas &
A. H. Thomas

Filed July 2d 1844
John Cassil Clerk

Issued July 2d - 1844
John Cassil Clerk

Michael Everett
vs
John Thomas &
Abel H Thomas

In Union Com Pleas
Chancery To Foreclose

Clerk will issue a sub
poenae for Abel H. Thomas
to Steele Sheriff. returnable forthwith

To John Cassil Clerk
July 2nd

Allison & Hall
attys for Plaintiff

I. John Cassil Clerk of Common Pleas Court,
Certify the foregoing, to be a correct Copy from the Journal
entry of said Court,

Witness my hand and Official Seal
this 19. day of June 1845.
John Cassil Clk

Union Com. Pleas
No. Docket
U. & A. W. Thomas
Order of sale

Service - - - - $0.35
Mileage - - - - 5
Advertising - - - 2.50
Printers fee 3.00
$3.65
Filed Aug 19 1845
John Cassil clk

advertising

Received this writ June 19th 1845-
July 18th 1845- Advertised the within described real Estate in the argus a paper published in the County of Union for sale at the door of the Court House in said County on the 18th day of August A D 1845- August 18th 1845 offered the within land for sale at the door of the Court House aforesaid and not sold for want of bidders —

Wm M Robinson Sheriff

State of Ohio Union County ss.

Michael Everett
John Thomas &
Abel A. Thomas

Chancery Foreclosure,
This cause came on to be heard upon the Bill & Exhibits and the Defendants having failed to plead, answer or demur to Complainants Bill and the court being fully advised in the premises, do find that the equity of the case is with the Complainants and the Court do also find that there is due to the complainants on said Mortgage from the defendants the sum of One thousand Two hundred and Five dollars and it is hereby ordered and decreed that the description of the said land in said Mortgage mentioned be amended as prayed for in said Bill and that the lands and premises so amended as described in Complainants Bill were conveyed by the defendants to the Complainants to secure the repayment of said sum, The Court therefore further order adjudge and decree that the defendants do within twenty days from the rising of this Court pay to the Complainants said sum of $1205,00 Together with the costs of this suit or in default thereof that said Defendants be forever barred and foreclosed from all equity of redemption of, in & to said mortgaged premises in Complainants Bill described and that the Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose proceed to cause said premises to be appraised advertised and 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 is continued

Michael Everett
J. & A. Thomas.

In Chancery, May Term 1845
Continued under former order

Michael Everet Ad.
235 N. 3rd St

Received this Mortgage for record Aug.t 30th 1841 at 1 oclk P.M. & recorded the same in vol 8 page 285 on the 31 instant at 9 oclk A.M. P B Smith

Recorder of
M C C

Filed March 26. 1844
John Capil Clerk

Recorded

Copied

Know all men by these presents that We J & A Thomas of the County of Union & State of Ohio. In Consideration of the sum of One thousand dollars to us in hand paid by Michael Everett of the City of Philadelphia & State of Pennsylvania have bargained & sold & do hereby grant bargain sell and convey unto the said Michael Everett his heirs & assigns forever. the following premises situate in the County of Union & State of Ohio and in the Township of York & bounded and described as follows Beginning at a beach and ash in the place and stead of two sugar trees the original North East Corner of said survey ~~323~~ No 3238 and South East Corner to survey No. 3237 thence Eighty three degrees West two hundred perches to an iron wood beech & buck eye all saplings thence South seven degrees West Eighty ~~four~~ perches to two beach trees thence South Eighty three degrees East (passing State road at three perches) two hundred perches to a stake witnessed by a ~~state~~ sugar tree and beach tree one perch back thence North seven degrees East eight perches to the beginning containing One hundred acres of Land

To have and to hold said premises with the appurtenances unto the said Michael Everett his heirs and assigns forever

Provided Always and these presents are upon this Condition that Whereas said J & A Thomas have executed to the said Michael Everett their promissory note of even date herewith for the payment of the following sum of money to wit One thousand dollars ~~with interest on that sum~~

on the first day of May AD 1842 with interest on that sum from the first day of May AD 1841 one thousand eight hundred & forty one until said Note shall become due, said Note is given in the place & for the same consideration of a Judgement Note of one thousand dollars dated May first One thousand eight hundred & forty One payable one year after date given by said J & A Thomas to said Michael Everett & which Judgement Note is now to be destroyed

Now if the said J & A Thomas shall pay said sum of Money to the said Michael Everett or his assigns when the same shall become due with the interest then these presents to be void otherwise to be & remain in full force In Testimony whereof the said J & A Thomas have hereunto set their hands and seals this 30th day of August AD (1841) one thousand eight hundred & forty one

John Thomas (Seal)

Executed in presence of
O B Cole " James Turner

A. H. Thomas (Seal)

The State of Ohio Union County ss
Before me James Turner a Justice of the peace in & for said County personally appeared the above named J Thomas & A Thomas & severally acknowledged the signing & sealing of the above conveyance to be their voluntary act & deed this 30th day of August AD 1841

James Turner J P (Seal)

time this cause is continued

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

John Cassels Clerk

Received this writ – November 22nd 1844 –
Had the within lands appraised on the 18th day of March 1845 by the oath of James C Bennet James W Boyer & Peter Little – proceeded to have the same advertised for sale on the 16th day of May ct D 1845 between the Legal Hours – May 10-1845 – offered the above lands for sale at the door of the Court House in said County; and not sold for want of bidders offered by J W Evans D P –

Wm M Robinson Sheriff

Michael Everett
v
John Thomas & Abel H Thomas

Order of Sale

Fees —
Service — $6.35
Mileage — .80
Postage — $1.00
Advertising — 25
$8.40
Appraisers fees — 1.50
printers fees — 2.75

Filed May 17th 1845
John Cassels, Clerk

Recorded

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 AD 1844

"October 1st AD 1844"

"Michael Everett
vs
"John Thomas & } Chancery Foreclosure"
"Abel H Thomas

This cause came on to be heard upon the Bill & exhibits, and the defendants having failed to plead, answer, or demur to complainants Bill, And the Court being fully advised in the premises, do find that the equity of the case is with the complainants, and the Court do also find that there is due to the complainant, on said Mortgage from the defendants the sum of One thousand two hundred and five dollars, and it is hereby, ordered and decreed, that the description of the said land in said Mortgage mentioned, be amended as prayed for in said Bill, and that the lands and premises, so amended as described in complainants Bill were conveyed by the defendants to the complainant to secure the repayment of said sum, — The Court therefore further order adjudge, and decree that the defendants do within twenty days from the rising of this Court, pay to the complainant said sum of $1205,00 together with the costs of this suit, or in default thereof that said defendants be forever barred & foreclosed from all equity of redemption of, in & to said Mortgaged premises in complainants Bill described and that the Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose 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 in to this Court, on the first day of the next term thereof to which

No. 44-CH-7

Union Common Pleas Court.

D H Hathaway adm
Plaintiff,

AGAINST

Mary Finley et al
Defendant.

OCT TERM, 1845

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 353

Record No. 4 Page 472

Ex. Doc. Page

the above agreement, I executing to your order proper and sufficient conveyances, for the above lands, in the United Brethren, as far as the same has not been done heretofore, and also your order, I will make any have such further and other relief in the premises, as your good conscience may require

Allen Z Cassel
Sol for Complainant

Union Com Pleas

D. A. Nathaway
vs
Z Chaney.
Mary Finly
and others

Filed April 11th 1844
John Capel
Clerk

Recorded
Cost Bill made

Copied
Allen Z Cassel
Sol

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

Daniel W Wathaway of the county of Union in the State of Ohio, represents that Samuel B Finly late of the County of Fleming in the State of Kentucky, on or about the 25th day of November 1837, pretending to be seized of an interest and having nothing to sell and convey the same, and also to sell and convey other interest therein which might subsequently be obtained by him, of a certain tract of land situate in the County of Union, and which is herein after more particularly described; and the said Samuel B Finly being desirous to dispose of the said lands, entered into an agreement with your Orator, for the sale thereof to him, and which agreement was reduced to writing and signed by said Sam'l B Finly and your orator, and is in substance as follows, - S. B. Finly sold to D W Wathaway 1049 acres land in Union County State of Ohio, part of Survey No 3443. and 3444. entered in name of Daniel Duncan, - Said Wathaway agreed to pay to said Finly as follows, One thousand Dollars one year after date, Five hundred and forty nine dollars two years after date, and Five hundred and Forty nine dollars three years after date, upon which payments the said Finly agreed to make a general Warranty deed, with this provision, that said Finly should be able to buy out the interest in said land of certain heirs of Daniel Duncan Dec'd, and if not then to convey the interest he may own at the time the first purchase might become due, which agreement is dated Nov 25. 1837. and which is herewith filed and made part of this Bill,

Your orator further shews, that some time after the execution of the said contract, the said Finly did obtain a conveyance from the heirs of David Duncan dec.d, and which title papers are on record in the County of Union, copys of which are herewith filed and referred to, That on the 16th day of September 1839, John Pebels, David McCabe Maria J. McCabe Abia Dillon Hannah S Dillon, and Betsy Ann Faris, Executed a written contract conveying their right title and interest to the said tract of land to your orator, thereby binding themselves to make a conveyance for the same by warranty deed upon ~~the said~~ your orators paying to the said Finly sixty the sum of two thousand dollars, which agreement is herewith filed and made part of this bill, and which last agreement was obtained at the instance and by the said Finly, to enable him to make to your orator a good title, under his agreement, and without any additional consideration, over two dollars per acre; and your orator states that the said, John Pebels, David McCabe Maria J McCabe, Abia Dillon, Hannah S Dillon and Betsy Ann Faris have executed so much of their contract as to make a deed for one hundred and fifty acres of said land, being sold and deeded to one, Andrew Thompson, 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 he has called on, and applied to the said Finly, and requested him specifically to perform his part of the agreement, which he has not done,

Your orator further states that the said Sand

B Finly departed this life intestate on or about the month of January 1842. without having complied with his part of the said agreement, and leaving Mary Finly his widow. John P Finly. James Finly. Elizabeth B Finly, Martha Finly, Mary Finly and Margaret Finly his children and heirs, all of whom and the said John Rebels, Daniel McCabe, Maria J McCabe, Abia Dillon, Hannah S. Dillon, and Betsy Ann Faris your orator prays May be made defendants to this bill, and that they be compelled to answer all and singular the premises, and particularly that said Mary Finly may answer, specifically whether a conveyance from George Campbell and Mary his wife has not since the decease of the said S.B. Finly been made to her ~~and~~ her children, by name, for the interest which the said Campbell and wife had in the said tract of land. so sold by S.B. Finly to your orator, and if so whether such conveyance was not for the express purpose of enabling the heirs or other representatives of said S B Finly to comply with said contract with your orator,

Your orator therefore prays that as the full of the above named defendants reside in the State of Kentucky but in what county or counties is unknown to your orator, except Mary Finly the widow, ~~and B Finly~~ John P Finly, James Finly, Daniel Finly, Elizabeth Finly, Martha Finly, Mary Finly and Margaret Finly children and heirs of said Daniel B Finly who reside in the county of Fleming and State of Kentucky, may be notified of the pendency of this bill by notice. And your orator further prays that on the final hearing of this cause, the said defendants may be decreed specifically to perform

Finley & Weatherwax
Vs
Agreement

Filed April 11th 1844
John Cassil Clerk

Recorded

Copies

An article of agreement made and entered into between Saml B Finley of the county Fleming and state of Kentucky of the one part and David H Hathaway of Lewis county and State aforesaid of the other part Witnesseth, That the said Finley has this day bargained and sold to the said Hathaway 1049 acres, more or less on the waters of Mill creek in the county of Union in the state of Ohio being part of surveys No 34413 & 34441 entered in the name of David Duncan — The said Hathaway binds himself his heirs or assignees to pay to the said Finley his heirs or assignees the sum of two dollars per acre in good and lawful money one thousand dollars to be paid one year after the date of this agreement — five hundred and forty nine dollars two years after date — and five hundred and forty nine dollars three years after the date of this agreement, the said Finley binds himself, his heirs or assignees to make to the said Hathaway a general warranty deed, upon the payment of the several sums as above stated,

Provided — That the said Finley can buy out the interest of certain heirs of David Duncan dec'd he will convey the land to sd Hathaway as above stated, and if he cannot obtain their interest the said Finley binds himself to convey to the said Hathaway all the land he may own at the time the first purchase becomes due in the bonds as above stated — Given under our hands and seals this 25th November 1837

Attest

J. A. T. Fleming

Samuel Dysart

S. R. Finley (Seal)

David H. Hathaway (Seal)

Recorded

Filed April 17th 1844
Attest Geo. C. Clark
Clerk

Copied

This article of agreement made and entered into between David Hathaway of Union county ohio of the one part and the heirs of John Finley Dec'd of the other part all of the state of Kentucky

Witnesseth that they (viz the heirs this day and by their signature hereunto affixed have and sell unto the said David Hathaway of Cty and State aforesaid all their rights and title to a tract of Land lying in Union cty ohio containing one hundred & ninty nine acres for and in consideration of the sum of two Dollars per acre to be paid as follows viz one thousand dollars to be paid on the last day of Nov 1838 Four Hundred and ~~fifty~~ seventy nine Dollars on the last day of Nov 1839 Four Hundred and ~~fifty~~ ninty nine Dollars on the last day of Nov 1840 They the heirs do hereby bind themselves to make to the said Hathaway a warentee Deed for the said land upon payment of the last sum a bove mentioned to our friend Samuel B Finley who is Executor of adm of John Finley Decd witness we bind our selves each & severally to refund back if necessary according to the amount we may receive as witness our hands and this sept 16 1839

John Barbee (Seal)
David McCabe (Seal)
Maria S. McCabe (Seal)
Mria Dillow (Seal)
Hannah S Dillow (Seal)
Betsy Ann Faris (Seal)

Test
S. B. Finley

I James Turner Recorder of Union County Ohio do hereby certify the within to be a true copy of the Deed on Record from David Duncan & others to Samuel B Finly

Given under my hand and official seal this 5th day of April A D 1844

James Turner
Recorder U. C. O.

Recorders fee $1.25

David Duncan & others
To Copy
Samuel B Finley

Recorded

Filed April 11th 1844
John Baird Clerk

copied

David Duncan & others
Contract or Deed
Samuel B Finley

Whereas there are three tracts of land situated in the State of Ohio entered and claimed as the property of David Duncan deceased by his Grand Children and it is well under stood by the contracting parties that that land is incumbered by taxes and other claims and that Samuel B Finley has this day agreed and under taken to recover these lands at his own proper costs and charges and after being so recovered by law or otherwise then the said Samuel B Finley promises to pay to Each of the undersigned distributes of David Duncan Deceased. one dollar for each and every acre of land so recovered by him which may fall to each in individual in due proportion and in case after all legal efforts to recover the said Samuel B Finley shall fail to recover any of the land then we whose names are hereunto Subscribed as distibutes of the estate of David Duncan deceased will refund to the said Samuel B Finley our due proportion of his lawful and reasonable costs in the attempt to recover. Now Know all men by these presents that we David Duncan Samuel Duncan James Duncan and Robert Duncan have this day bargained and sold all our right title claim and interest in and to all the lands in the State of Ohio belonging or claimed by virtue of entry or title papers by our grand father David Duncan deceased to Samuel B Finley for the sum of one dollar per acre on the Conditions above mentioned and we do hereby for our selves our heirs and executors administrators or assigns do by these

presents forever quit claim to any and every acre of Land or any part thereof which may fall to us as distributees of the estate of David Duncan in the State of Ohio we have this day grant bargained and sold to Samuel B Finley of the State of Kentucky to him his heirs and assigns forever To have and to hold the same to all intents and purposes forever and use and do with the lands within mentioned as to him shall seem fit and in our names and stead to use and do all things necessary in our names which which may be necessary in law or equity as our selves could do if personally present hereby giving all our power strength and authority right title interest claim and demand whatsoever in and to the lands within described to Samuel B Finley of the State of Kentucky to him and his heirs and assigns forever in witness whereof we have hereunto set our hands and seals this twentyth day of May AD 1838

In presence of us
Joshua Stoolfire
Joseph Gurry

Samuel Duncan (Seal)
James Duncan (Seal)
David Duncan (Seal)
Robert Duncan (Seal)

Buller County ss

Be it Remembered that on the 23 day of May AD 1838 the above named David Duncan James Duncan Samuel Duncan and Robert Duncan personally appeared before me and acknowledged the foregoing instrument of writing to be their act and deed and desired the same may be Recorded as such witness my hand & seal Given this day and year first above written

Joshua Stoolfire

Cranz 23 AD 1838 now know all men by these presents that we David Duncan Samuel Duncan James Duncan and Robert Duncan have this day Rd Cash of us twenty dollars from Samuel B Finley of the State of Kentucky which we freely and voluntarily Rd in full for all demands contained in the foregoing paper Reputing our Distributes Shares in our Grand farthers estate in the State of Ohio Witness our hands and seals date as afore

Attest

Joshua Stoolfire
Joseph Gray

David Duncan (seal)
Samuel Duncan (seal)
James Duncan (seal)
Robert Duncan (seal)

Butler County & State of Pennsylvania }
I Joshua Sullivant Prothonatory of the Courts of Common Pleas in and for the County of Butler in the Commonwealth of Pensylvania do by these presents that Joshua Stoolfire esquire before whom the foregoing acknowledgements were taken & who has thereunto in his own proper hand writing subscribed his name was at the time of taking such acknowledgements and now is an acting Justice of the peace in and for said County duly commissioned and sworn to all whose acts as such deed faith and credit are and of right to be given throughout the united States and elswhere In testimony whereof I have hereunto set my hand and affixed the seal of the the said Court at Butler this 6th day of July AD 1838

John Sullivant Pro

Filed & Recorded May 21st 1839
D B Smith Recor

Hugo Cammel
& Wife

To Deed -

Mary Finley et al

Deed for Recd. Feb
15th, 1844 - And Re-
corded March 7th
1844 - In Book N.
Page 577 - of the
Land Records of
Logan Co. Ohio:-
O. B. Stalter
Recorder

Recorded
Filed April 11th 1844
John Cassil, Clerk

Copied
Pairy

Filed and Record
April 8th 1844 in
Book 9 Page 303
James Turner
Recorder
Union Co. Ohio

Fee 1.60

This Indenture made this
Tenth day of December in the year
Eighteen hundred and forty two be=
tween George Cammel and Mary Cam=
mel of Washington County in the
State of Ohio, of the one part and
Mary Finley, widow of Samuel B.
Finley, dec^d late of Fleming County
in the state of Kentucky, and John
P. Finley, James Finley, David Finley,
Elizabeth H. Finley, Martha Finley, Mary Finley
and Margaret Finley children and heirs of
said Samuel B. Finley, dec^d all of
said county of Fleming in the State
of Kentucky, of the other part - Wit
nesseth That for and in consideration
of the sum of Sixty five Dollars cur=
rent money, to them in hand paid
by said Widow and heirs, they, said
George Cammel and Mary Cammel
his wife have bargained and sold and
hereby grant bargain and sell to them
said parties of the Second part all the
right, title interest and estate of them
said George Cammel and Mary Cammel
in and to the lands to the said Mary
descended in the State of Ohio, as one of
the heirs of David Duncan, deceased,
and lying in the counties of Union and
Logan in said last mentioned State
being the same tracts of land in said
County of Union numbered 3443 - and
3444 - and in the county of Logan
numbered 479 and by their numbers
known and designated. - To have

and to hold said interest and estate in said lands to them said Mary Finley ~~[illegible]~~, John P. Finley, James P. Finley, Elizabeth H. Finley, David Finley, Martha Finley, Mary Finley and Margaret Finley, as widow and heirs of said Samuel B. Finley, deceased, their heirs and assigns forever – and said George Cammel and Mary Cammel for themselves their heirs, executors and administrators hereby covenant and agree to and with said parties of the second part, their heirs and assigns that they, the estate right and interest aforesaid in said lands, aforesaid, against them their heirs and assigns will forever warrant and defend – by these presents. In testimony whereof said George Cammel and Mary Cammel hereto set their hands and seals the day and year first above written.

George his + mark Cammel

Mary her ~~+~~ mark Cammel

Signed, sealed & delivered
In presence of us –

Benjamin Arnold

Jacob Eddy

State of Ohio } on the 10th Day of December 1842
Washington ss } before me Wm Little acting Justice
County } of the Peace in and for the County
aforesaid Personally appeared George Cammel and
Mary Cammel the Wife of Said George Cammel
and acknowledged the Signing and Sealing of
the within Deed and the Said Mary Cammel being by
me Examined Seperate and apart from her Said
husband did Declare that She did Voluntary
Sign Seal and acknowledge the Same to
be her own free and voluntary act and that She
is Still Satisfied therewith and I do further
certify that they are the Persons that they
represent themselves to be

Wm Little (Seal)
Justice of the Peace

in

fifth Judical District of Pensrsylvania composed of the County of Allegheny do by these presents Certify that Thomas Liggett Esq to whom the foresoing Certificate was given and who has thereunto in his own proper hand writing subscribed his name was at the time of of giving such certificate and now is Prothon-atory of the Court of Common Pleas in and for the County of Alegheny of which County said fifth Judicial district is composed duly Commissioned and sworn to all whose acts as such due faith and credit are and of right aught to be given throughout the United States and elswhere. In testimony whereof I have hereunto set my hand and seal this twenty fifth day of May Anno Domini one thousand eight hundred and thirty Eight

J B Dallas (Seal)

Filed & Recorded May 22th 1839
D B. Smith recorder

I James Lyoner Recorder of Union County Ohio Do hereby Certify this is a true copy of a Deed from Solomon Keam to Samuel B Fipely as on Record

Given under my hand and official seal this 6th day of April AD 1844

James Lyoner
Recorder U. C. O

Recorders fee $1.40

Filed April 11, 1844
from Carrie Clark
copied

Solomon Ream
Deed
Samuel B Finley

To all people to whom these presents shall come Solomon Ream and Hannah his wife late Hannah Clark daughter of Mary and David Clark and Grand Daughter of David and Margaret Duncan deceased send Greeting Know ye that the said Solomon Ream and Hannah his wife for and consideration of the sum of thirty dollars lawful money of the United States to them in hand paid by Samuel B Finley at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released and forever quit Claimed and by these presents do for themselves and their heirs remise release and forever quit Claim unto the said Samuel B Finley of Fleming County Kentucky and to his heirs and assigns forever all the estate right title interest claim and demand whatsoever of them the said Solomon Ream and Hannah his wife of in and to certain tracts of Land situate in Union County and Logan County in the State of Ohio the tracts or parcels of land in Union County being designated numbers 3443 and 3444 and the one in Logan County being No 479 To Have and to hold the said tracts or parcels of Lands and premises above mentioned unto the said Samuel B Finley his heirs and assigns to the only proper use and behoof of him the said Samuel B Finley his heirs and assigns forever so that neither they the said Solomon Ream or Hannah his wife nor their heirs nor any

other person or persons for them or in their names or right shall or may by any ways or means whatsoever at any time hereafter claim chalange or demand any estate right title or interest of in or to the said Tracts or parcels of land and premises or any part thereof but from all and every action or actions estate right title interest claim and demand of in or to the said premises or any part or parcel thereof they and every of them shall be forever barred and excluded by these presents;

In witness whereof the said Solomon Ream and Hannah his wife have hereunto respectfully set their hands and seals this thirty fourth day of May in the year of our Lord one thousand eight hundred and thirty Eight—

Sealed and Delivered in presence of
M Kingston
D S Scully

Solomon his + mark Ream (Seal)
Hannah her + mark Ream (Seal)

Received on the day of the date of the foregoing Instrument of writing of and from the above named Samuel B Finley the sum of thirty Dollars lawful money of the United States being the consideration money above mentioned in full

Test
M Kingson

Solomon his mark Ream
Hannah her mark Ream

State of Pennsylvania County of Allegheney ss
Before me an alderman in and for the City of Pitts Burg personally came the within named Solomon Ream and Hannah his wife & acknowledged the within instrument of writing to be their act and

deed and desivered the same might be recorded as such She the said Hannah being Examined Separate and apart from her said husband and the Contents of the said Indenture first made fully known to her declared that she did of her own free will and accord sign and seal and as her act and deed deliver the same without any Coercion or Compulsion of her said husband In testimony whereof I have hereunto set my hand and seal this twenty fourth day of May in the year of our Lord one thousand eight hundred and and thirty Eight D S Scully (Seal)

Allegheny County ss
I Thomas Liggett Prothonotary of the Court of Common Pleas of said County do by these presents certify that D S Scully Esq before whom the above acknowledgement was made and who has in testimony thereof in his own proper hand writing subscribed his name there to was at the time of taking such acknowledgement and now is an alderman in and for the City of ~~Philadelphia~~ Pittsburgh in said County with all the Powers of an acting Justice of of the peace duly Commissioned and Sworn and to all whose acts as such due faith and Credit are and of right aught to be given throughout this Commonwealth and elsewhere. In testimony whereof I have hereunto set my hand and affixed the seal of said Court this twenty fifth day of May anno domini 1838

Thomas Liggett Pro

Allegheny County Pennsylvania ss
I Jevanion B Dallas President Judge of the

Transferred to the
proper person
Stephen McLain Ord

Filed and recorded Dec.
4th 1841 in vol 8 page 645
& 6. P B Smith
Rec

Filed April 11th 1844
John Cassil Clerk

copied
Fees $1. 50 cts paid

the said parties of the first part have hereunto subscribed their names and affixed their seals by way of seals, On the day and date first above written -

John Peebles (Seal)
Martha Peebles (Seal)
by S B Finley their (Seal)
attorney in fact (Seal)
S B Finley (Seal)
Mary Finley (Seal)
David M Cabe (Seal)
M S M Cabe (Seal)
Abia Dillon (Seal)
Hannah S. Dillon (Seal)
By David M Cabe their attorney in fact (Seal)
Betsy A Faris (Seal)

State of Kentucky
Fleming County, Set.

On this 23 day of October 1841 the above named S. B. Finley attorney in fact for John Peebles & Martha Peebles; - and the above named David Mc Cabe attorney in fact for the said above named Abia Dillon and Hannah S. Dillon, the above named Samuel B. Finley for himself; and the above named Mary Finley, David Mc Cabe M. S. Mc Cabe, and Betsy Ann Faris, personally appeared before me the undersigned, a justice of the peace for the state aforesaid in and for the county aforesaid, and acknowledged the foregoing deed to be their act and deed for the purposes therein mentioned, and the said M. S. Mc Cabe, wife of said David Mc Cabe ~~Hannah S. Dillon~~ Mary Finley, wife of ~~Abia Dillon~~ Samuel B. Finley, now again personally appear before me, in the absence and out of hearing of their said husbands - and respectively acknowledge the said deed to be their act and deed - and desire that their said acknowledgments should be certified and that said deed be recorded.

Daniel Frewen J.P.F.C

Kentucky Fleming county Set

I William T. Dudley clerk of the court for the county aforesaid certify that Daniel Ficklin whose name is signed to the foregoing official certificate is an acting Justice of the peace for this county duly commissioned and qualified as such, and was at the time of signing the same an acting Justice of the peace, and all his acts as such are entitled to full credit

In Testimony whereof I have hereunto set my hand and affixed the seal of the Fleming County court at Flemingsburg this 30th day of Octr. 1841

W. T. Dudley c.f.c.

Kentucky Fleming county Set

I Benjamin Northcutt presiding Justice of the peace for the Fleming County court hereby certify that William T. Dudley whose name appears to the foregoing official certificate clerk of said court duly elected & qualified as such, and that his said certificate is in due form of Law. Given under my hand & seal this 30th day of Octr. 1841

Benjamin Northcutt (Seal)

This Indenture made and concluded this day of 1841 between John Peebles and Martha Peebles by Samuel B Finley their attorney in fact, and David McCabe, and Mariah Jane his wife, Alice Gillan and Hannah Sarah his wife, by David McCabe their attorney in fact Elizabeth Fares, and Samuel B Finley and Mary his wife Heirs and devisees of John Finley deceased, of one part, and David Hathaway of Union county and State of Ohio of the other part witnesseth, That the said party of the first part for and in consideration of Three hundred dollars to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained, and sold, and by these presents do grant, bargain and sell, alien and confirm unto the said David Hathaway and to his heirs and assigns, one and singular, that tract or parcel of land lying and being in the county of Union and State of Ohio. on the waters of Mill Creek, and bounded as follows to wit — Beginning at a hickory and Beech North west corner of Survey, 3443. Thence South 82½° East 122 poles to three beeches, Thence South 7¾° West 196¼ poles to three Maples. Thence North 82½° West 122 poles to two Sugar trees. Thence North 7¾° East 196¼ poles to the Beginning Containing 150 acres be the same more or less. being part of 1000 acres Surveyed to David Duncan, & patented to the heirs of said Duncan with all and singular the appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same to the said David Hathaway his heirs and assigns forever And the said party of the first part for themselves & their heirs Covenant and agree with the said David Hathaway, that they will warrant and defend the title of the said above tract of 150 acres of land with its appurtenances unto the said David Hathaway and his heirs and assigns forever — But it is expressly understood that if any part of said land shall be lost to said Hathaway, then each of parties of the first part are only bound to refund to him the amount of the purchase money without interest, which he was entitled to under the will of John Finley deceased In testimony whereof

Filed April 11th 1844
John Cassil Clerk

copied

Recd May the 16th 1840 -

of Lonos Insdle one note calling for five hundred and twenty six dollars & 25/100 cts said note made payable to William B Reeves by Lock Hart and Assigned to said Insdle and by said Insdlee Assigned to S. B Finley Exr of John Finley Decd and said note to be pledged as security in favor of David H Hathaway on the last payment on A tract of land bought by him of said Finley & also recd at the same time of said Insdle forty three dollars 75/100 cts to be placed to credit of said Hathaway on the present payment now due as witness my hand and seal in presence of the witnesses May the 16th 1840.

S B Finley
Exr of
John Finley decd

Witness
John Duke

Filed April 11th 1844
John Cassil. Clerk

Copied

$89.00

Recd of David H. Hathaway Eighty nine dollars

S B Finley

Nov 29. 1838

$115.00

Recd. act. 1st 1839 of David Hathaway Twenty five

dollars

S. B. Finley

Filed April 1 1844
John Cassil Clerk

Copied

Rec'd of David H Hathaway
one hundred Dollars to be Credited
on a Contract betweede he & myself
which Arthur Crikfield holds
1st Decr 1838 James Jarman

Filed April 11th 1844
John Cassil Clerk

Copied

Now Know all Men Rec.d of J. L. L. Patton a note for fifty Dollars Due on the first of May next and the fore said amount I shall place to the Credit of Mr Hathaway of Ohio it Being for payment ~~for~~ in part of a track of Land I Sold S.d Hathaway — — — — — — .

S. A. Finley

Nov 22nd 1859

Paid $3 Fees
Recpt
A 670. 141

Filed April 11th 1844
John Cassil, Clerk

Copied

Rec'd Middletown Ohio of David H Hathaway
Six hundred and Seventy Dollars & fourteen cts
in payment of Land Sold to David Hathaway
May 7th 1841 S. B. Finley

D H Nathaniel
B G. Prosser Publication
Mary Findley et al

Filed may 26th 1845
John Cassil, Clerk

Recorded

...l estate, to wit: one hundred and
...enty five [125] acres situate in the

State of Ohio Union County ss

P B Beale one of the publishers of the Argus a newspaper printed & in general circulation in the County of Union aforesaid makes oath and says that the notice hereto attached was published in the above named paper for six consecutive weeks commencing on the 10th day of May 1844

P B Beale

Sworn to & subscribed before me this 26th day of May A D 1845

James Lorner J.P.

IN CHANCERY—

David H. Hathaway vs. Mary Finley, John P. Finley, James Finley Elizabeth H. Finley, Martha Finley. Mary Finley jr. Margaret Finley, John Pubels, David McCabe, Mariah I. McCabe, Abiah Dillon, Hannah S. Dillon & Betsey Ann Farris.

Court of common Pleas of Union County, Ohio. April term, A. D. 1844.

The bill in this case charges that on the 25th day of November 1837, one Samuel B. Finley entered in to an agreement in writing—thereby agreeing to sell and convey to the complainant an interest in the following lands together with other interests therein, which might subsequently be obtained by him; which agreement is filed and made part of said Bill. The description of said land is in substance as follows: 1049 acres, lying in Union County, Ohio, being part of survey No. 3443 and 3444, entered in the name of David Duncan. Complainant thereby agreed to pay said Finley two thousand and ninety eight dollars in three annual payments, and upon said payments being made, said Finley agreed to make and deliver to complainant a general warrantee deed for said land, provided said Finley should be able to buy out the interst in said land, of certain heirs of David Duncan, Decd. and if not then to convey the interest he might own at the time the first purchase became due. The Bill further charges that some time after the execution of said coutract, the said Finley did obtain a conveyance of said premises from the heirs of David Duncan, Decd. the title papers of which are on record in the County of Union. Copies of which are filed with the Bill and referred to. That on the 16th day of September 1839, John Publes, David McCabe, Mariah I. McCabe, Abiah Dillon, Hannah S. Dillon, and Betsey Ann Farris, executed a written contract, which is filed with the Bill, conveying all their right, title, and interest to the said land to complainant, thereby binding themselves to make to complainant a warrantee deed, upon his paying to said Finley about the sum of two thousand dollars, said last mentioned agreement was obtained by said Finley, to enable him to make a good title under his agreement, to the complainant, and without any additional consideration. The said I. Pubels, D. McCabe, M. I. McCabe A. Dillon, H. S. Dillon and B. A. Farris have executed so much of their contract as to make a deed for one hundred and fifty acres of said land. Complainant further represents, that he has in all respects complied with the terms and conditions of the said agrement on his part to be performed: That he called on and applied to said Finley, to specifically perform his part of said agreement, which has not been done. That about the month of January 1842, the said S. B. Finley died intestate, leaving Mary Finley his widow, John P. Finley, James Finley, Elizabeth H. Finley, Martha Finley, Mary Finley Jr. and Margaret Finley his children and heirs. The Bill prays an order for publication, that the defendants may be compelled to answer all and singular the premises, and particularly that said Mary Finley, widow, answer specifically whether a conveyance from George Campbell and Mary his wife, has not since the decease of the said S. B. Finley, been made to her and her children, for the interest which the said Campbell and wife had in the said land; and if so, whether such conveyance was not for the express purpose, of enabling the heirs or other representatives of said S. B. Finley, to comply with said contract with complainant: that said defendants may be decreed specifically to perform said agreement, by executing proper conveyances &c. 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 said Bill.

ALLISON & CASAD, Sols.
For complainant

May 9th. 1844. no. I. 6t.

Filed April 11th 1844
John Castil. Clerk

Copied

Marysville Decr 25 1840

Recd of David M Hathaway Eighty dollars & ~~Seventy~~ Eighty Four Cents in full of an Execution against David Duncan et als. at the suit of Wm Sullivant et al as follows

Debt May 19. 1840.		$75..82
Int to this date	—	2.68
This Writ	— —	.41
Service	— —	35
Poundage		1..58
Total	—	$80-.84

W W Steele Sheriff
Union County Ohio

"Having no notice to return with this deposition, I have my doubts whether it will answer"

Middlebury O

Dear Sir

I have left the heading in this deposition blank, you can fill it up so as to correspond with formal proceedings in relation to the case

Oct 18th 1845

Respectfully C. W. Leyon

D. A. Hathaway's
Adm
~
Mary Finley et al
Depositions

Filed

Depositions in Case
of
Administrators S. H. Hathaway
vs
Heirs Saml B. Finley

Clerk Court Comm Pleas
Union County O

Filed Oct 13/45
John Cassilly

Opened at request
of Counsel for Deft

Deposition of Witness taken in a cause pending in the Court of Common pleas, of Union County Ohio Wherein Administrators of Daria H Hathaway is plaintiff & Saml. B. Finlays heirs is defendant. in pursuance of an Order, entered in the Court of Common Pleas at their August Term AD 1845

Wm Parker of the County of Logan of lawful age. being first duly sworn by me, as hereafter certified, deposeth and says, that,
Some time in the Spring of 1841. Samuel B Findley of Flemming County Ky put into his hands several Notes of hand, on individuals in Union & Logan County Ohio for Collection and settlement, Among said Notes was one against Daria Hathaway Dec., late of Union County Ohio with several Credits, on said Note, and the said Saml B Finley said to me if (I recollect right) that said Hathaway had an account against him, for Money that the said Hathaway had paid out for the redemption of lands that had been sold in Union County Ohio for Taxes belonging at the time they were sold to, said Saml B Finley, That I Wm Parker, Called on the said Hathaway for settlement, according to the instructions of Saml. B. Finley and found that said Daria Hathaway had paid the said Finley the whole of what he owed him upon the purchase of the land, with the exception of a Dollar & some Cents. Mrs Sudith his Neighbor, owed Mr Finley on a purchase that she had made from Saml B Finley about Ninety Dollars, She could not pay the Money, Daria Hathaway had borrowed some forty odd Dollars of her, and Daria Hathaway became responsible to Mr Finley for the out he had borrowed of Mrs Sudith, and I gave Mrs Sudith Credit upon her Note, for the out that the said D Hathaway had assumed payment for, and I took Daria Hathaway's Note for the forty some Dollars, which he assumed payment, for Mrs Sudith, and the One Dollar & some Cents, which he owed to Saml. B. Finley on settlement put both the outs in one and took his Note for the same payable to Samuel, B. Finley which Note is yet in force to the best of my Knowledge

Wm Parker

State of Ohio Logan County }ss.

I. Charles W Leyow a justice of the peace in and for the Township of Zane in the County of Logan State of Ohio do hereby certify that the above

Named Mr Parker, sworn 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. And was examined to mightly by Mr Parker, and were taken at the time day ~~place~~ of Oct 1845,

in Testimony Whereof, I have hereunto set my hand and seal this 10th day of Oct., AD 1845. C. W. Lyon J. P. (Seal)

Received of the administrators of David H. Hatch deceased, One dollar and fifty cents on Deposit in the within case, for the heirs of L. B. Finley decd, according to the decree in said case, entered at the October Term of the Court of Common Pleas for Muskingum Co. AD 1845

Nov 15th 1845. John Cassil, Clerk

Chancery Case File

Case No. 1844-CH-0008

No. 44-CH-8

Union Common Pleas Court.

Richard Timberlake et al
Plaintiff,

AGAINST

William J Long et al,
Defendant.

Oct 1846.

Decree for pltf.

Journal 3 Page 467

Record No. 5 Page 17

Ex. Doc. Page

~~Crawford County Common Pleas~~
~~Ohio District~~
Union Com Pleas
R & A Timberlake
Summons &c

v

Wm S. Long et ux
In Chy

Filed April 16th 1844
John Cassil Clerk

Copied

~~In the Circuit Court of the United States for the Seventh Circuit Ohio District~~
To the Court of Common Pleas of Union County Ohio in Chancery

Richard Timberlake and Henry Timberlake citizens and residents of the State of Maryland surviving partners of Thomas Timberlake late partners trading under the firm of Thomas Timberlake and Brothers, respectfully represent -

That on or about the sixteenth day of November A.D. 1841, one William Long and one William S. Long of said State of Maryland being indebted to your orators in a large sum of money, your orators, had suit out of the County Court of Allegheny County in said State of Maryland two writs of Capias ad respondendum by virtue of which the said William S. Long on the day and year last aforesaid was arrested and was in the custody of the Sheriff of said Allegheny County - That the said William S. Long in lieu of special bail to the actions aforesaid proposed that he together with Sarah R. Long his wife would execute to your orators a mortgage of a tract of land which he as they owned in prospect to own in the State of Ohio and on the day and year last aforesaid the said William S. Long and wife did execute to your orators a deed in fee simple of the following described land in the State of Ohio to wit: one undivided moiety or half part of all that tract parcel or section of land lying and being in Union County in the State of Ohio distinguished

and known as Survey number Five Thousand six Hundred and forty Six (5646). Beginning at two Sugar trees and running thence North seven degrees East - Three Hundred and Twenty pinches to two Hickories North eighty three degrees East - two Hundred and fifteen pinches to a stake, South seven degrees West - Three Hundred and twenty pinches to another stake and then by a straight line to the beginning, containing Ten Hundred and twenty five acres more or less together with all and singular the buildings, improvements ways waters, watercourses rights privileges advantages and appurtenances thereto belonging or in any wise appertaining to be held by your Petitioners as tenants in common and not as joint tenants, which said conveyance was and is subject to the following defeasance that whereas the said parties of the second part have then recently sued out of Allegheny County Court two writs in actions of debt against William Long and the said William S. Long returnable to the then next April Term of said Court - under which said writs the said William S. Long had been arrested by the Sheriff of Allegheny and had proposed in lieu of giving special bail to execute this deed aforesaid conditionally which proposition had been assented to by the said parties of the second part -

Now therefore if the said parties of the second shall thereafter recover judgements in said two actions of debt - and if at any time thereafter within six months after the Plaintiffs shall have been entitled to due out - execution therefore the

the said William S. Long should under the same circumstances that he would have done had he given bail make his personal appearance in Alleghany County aforesaid and show himself to the said plaintiffs or their attorney so as to have enabled them to have had his body taken under a Capias ad Satisfaciendum to have been issued on said judgement if the said Plaintiffs or their attorney should have thought proper to cause the same to have been issued then and from thenceforth those presents and every thing and matter therein contained should cease and be utterly null and void anything therein to the contrary thereof in any wise notwithstanding as in and by said conveyance a duly certified copy of which is hereunto filed marked B and made part of this bill, will manifestly appear.

Your orators aver that in said suits such proceedings were had that afterwards to wit on the eleventh day of October A.D. 1842 a judgement was rendered in one of said suits in favour of your orators and against the said William S. Long for the sum of Twenty one Hundred and five Dollars and eighty six cents debt and five Thousand Dollars damages to be discharged on the payment of the above named debt with interest from the twenty third day of March A.D. 1842. and costs six Dollars and as by a duly certified transcript filed & marked B and made part hereof forty one and two thirds cents, and your orators aver that the said William S. Long did not make his personal appearance in Alleghany County aforesaid and did not show himself to the said

Plaintiffs or their attorney so that they were enabled to have his body taken under a Capias ad satisfaciendum to be issued on said judgement.

By reason of which and by virtue of the statute in such case made and provided the title to said land became vested in your Orators subject however to be defeated by the payment of the aforementioned sum of Debt Damages Interest and Costs.

Your Orators aver that a large sum of money being thus due they have often since the rendition of said judgement applied to the said William S. Long for payment of the same but that he has neglected and refused and still neglects and refuses to pay the same or any part thereof. Your Orators therefore pray your Honors, that you will grant your most gracious writ of Subpoena or some other process or direction by which the said William S. Long and Sarah R. Long (whom they pray may be made parties defendants to this Bill) may be brought before this Honorable Court and that when so before this Court an account may be taken & stated of the amount due to your Orators for their Debt Damages, Interest and costs aforesaid and that the land aforesaid may be sold to pay the same and that your Honors will grant such other and further relief in the premises as equity will warrant and the nature of this case may require.

Gilbert & Baldwin
Solrs for Complt

Circuit Court Md
Union Co. Plea
vs
Timberlake

v

Long & wife
Exhibit B

Cost bill made
& Record
Recorded
Filed April 16th 1844
John Cassil Clerk

Henry Timberlake &
Richard Timberlake ex-
-ecutors of Thomas
Timberlake
vs } Record
William & Long

Copied

Principal $21052.86
int. 3314.65
due $24367.53

State of the Court 1st Term

State of Maryland. Allegany County. to. wit.

At a County Court of the fifth Judicial district of the State of Maryland. begun and held at the Court House in and for the County aforesaid. on the Second Monday in October. and tenth day of the same month. in the year of our Lord one thousand Eight hundred and forty two.

Were present

The Honorable John Buchanan Esquire Chief Judge
John M Carleton Esquire Sheriff
Aza Beall Clerk

Among other were the following proceedings. to. wit:

Semmes	Henry Timberlake & Richard Timberlake surviving partners of Thomas Timberlake	Be it remembered that heretofore to. wit. On the eighth day of November in the year of our Lord one thousand Eight hundred and forty one. the said Henry Timberlake & Richard Timberlake surviving partners of Thomas Timberlake. trading
83 trials	vs	
Pegman	William S. Long	

under the firm & Style of Thomas Timberlake and brothers. by Samuel M. Semmes Esquire their attorney. prosecuted and sued forth. out of the County Court here. the writ of the State of Maryland of Capias ad Respondendum. in the words. and of the tenor following to. wit.

" Allegany County. to. wit."

Capias

(Seal)

"The State of Maryland to the Sheriff of Alle=
=gany County Greeting. We command you that "
"you take William S. Long & William Long "
"partners trading under the firm & Style of W. S. & William "
"Long late of Allegany County Yeomen. If they shall be "
"found in your bailiwick. and them safe keep so that you have their "
"bodies before the Judges of our next County Court to be held at "
"the Court-House in the town of Cumberland. in said County on the"

"3d Monday of April next to answer unto Henry Timberlake"
"& Richard Timberlake surviving partners of Thomas Timber=
"lake trading under the firm and style of Thomas Timberlake"
"& Brothers in a plea that they render unto them the sum of"
"twenty one hundred and five dollars and Eighty six cents cur=
"rent money which to them they owe and from them unjustly detain"
"and so forth. Hereof fail not at your peril and have you then"
"and there this writ. Witness the Honorable John Buchanan Chief"
"Judge of the said Court. the 11th day of October 1841. Issued the"
"the 8th day of November 1841." "Aza Beall Clk"

And the said Henry Timberlake & Richard Timberlake sur=
=viving partners as aforesaid trading as aforesaid by their said
attorney at the time of prosecuting and suing forth the aforegoing writ
of Capias ad respondendum files in Court here a single Bill which
is in the words and figures following to wit.

Single Bill

"$2105.86/100 Eighteen months after date. We promise and oblige"
"ourselves jointly severally and firmly our heirs and administrators"
"to pay to Thomas Timberlake & Brothers or order twenty one"
"hundred five dollars and Eighty six cents for value received"
"Witness our hands and seals this 23d day of September 1839"

"W. S. Long (Seal)"
"Wm Long (Seal)"

Affidavit & Release

At which mentioned third monday of April and eighteenth
day of the same month in the year of our Lord one thousand Eight
hundred and forty two and the day of the return of the foregoing
writ comes into the County Court here the said Henry Timberlake
& Richard Timberlake surviving partners aforesaid trading
as aforesaid by their attorney aforesaid and the Sheriff of Alle=
=gany County aforesaid to wit John M Carleton gentleman
to whom the said aforegoing writ was in form aforesaid directed
makes return thereof to the Court here thus endorsed to wit "Cepi William
S. Long. N. E. William Long. Jno M Carleton Shff" And the said
William S. Long being called appears in Court here by Hanson
B. Pieman his attorney and thereupon the said William S. by

his said attorney prays that the said Henry Timberlake & Richard Timberlake surviving partners as aforesaid trading as aforesaid may declare against him the said William S. in the plea aforesaid. Whereupon it is ruled by the Court here that the said Henry Timberlake & Richard Timberlake surviving partners aforesaid trading as aforesaid declare against the said William S. in the plea aforesaid and if the said Henry & Richard surviving partners aforesaid trading as aforesaid do not declare against the said William S. in the plea aforesaid Judgment will be rendered against them by default. And the said Henry & Richard surviving partners as aforesaid trading as aforesaid by their said attorney prays leave of the Court here to imparle until the Second Monday of October next to declare against the said William S. in the plea aforesaid and they have it, and the same day is given to the said William S. then &c.

Rule Nisi

At which said Second Monday of October being the tenth day of the said month in the year of our Lord one thousand eight hundred and forty two until which day the said Henry & Richard surviving partners as aforesaid trading as aforesaid had leave to imparle, and then to declare against the said William S. in the plea aforesaid, comes as well the said Henry & Richard surviving partners as aforesaid trading as aforesaid as the said William S. by their attornies aforesaid, and the Henry & Richard surviving partners as aforesaid trading as aforesaid by their said attorney declares against the said William S. in the plea aforesaid, as follows, that is to say.

"Allegany County, to wit"

"William S Longlale of Allegany County"
"Yeoman was summoned to answer unto Henry Timberlake and"
"Richard Timberlake surviving partners of Thomas Timberlake"
"trading under the firm & style of Thomas Timberlake & Brothers"
"of a plea that he render to them the sum of twenty one"
hundred and five dollars and Eighty six cents which to"

"them he owes & from them he unjustly detains. And whereupon"
"the said plaintiffs by Samuel M Semmes their attorney com-"
"-plain that whereas the said defendant and a certain"
"William Long late of said County Yeoman (which said"
"William Long on the writ of the State of Maryland of Capias ad"
"respondendum issued out of this Court, at the suit of the"
"plaintiffs, and to the Sheriff of said Allegany County directed"
"was returned by the said Sheriff that he was not to be found"
"within the bailiwick of the said Sheriff) on the twenty"
"third day of September in the year Eighteen hundred & thirty"
"nine at the County aforesaid, by their certain writing ob="
"-ligatory sealed with their seals, and to the Court now here"
"shown, the date whereof is the day and year aforesaid, did"
"promise to pay to the said plaintiffs and a certain Thomas"
"Timberlake who is since deceased & whom the said plain-"
"-tiffs have survived by the name of Thomas Timberlake"
"& brothers twenty one hundred and five dollars and Eighty"
"six cents, for value received eighteen months after the"
date thereof."

Nevertheless the said defendant although often re-"
"-quested hath not paid the said plaintiffs and to the said"
"Thomas Timberlake in the life time of the said Thomas"
"nor to the said plaintiffs since the death of the said Thomas"
"the said sum of money above demanded or any part thereof,"
"but so to do hath hitherto wholly refused and still doth"
"refuse to the damage of the said plaintiffs to the value"
"of five thousand dollars and thereupon they bring suit &c"

"Samuel M. Semmes"
"Attorney for plaintiffs"

And the said William L. by his attorney aforesaid, defends
the force and injury, when &c and saith that he can not gain=
say the action aforesaid of the said Henry & Richard surviving
partners as aforesaid, lading as aforesaid, nor can he deny
but that he owes unto the said Henry & Richard surviving

partners as aforesaid. trading as aforesaid. the aforesaid sum of twenty one hundred and five dollars and Eighty six cents. in manner and form as the said Henry & Richard surviving partner as aforesaid trading as aforesaid above against him have complained. therefore it is considered by the Court here that the said Henry & Richard surviving partner as aforesaid trading as aforesaid. recover against the said William S. as well the sum of twenty one hundred and five dollars and Eighty six cents. their debt aforesaid in form aforesaid acknowledged as the sum of five thousand dollars for their damages. which they have sustained. as well by occasion of the detention of the said debt. as for their costs and charges by them about their suit in this behalf expended adjudged unto the same Henry & Richard surviving partner as aforesaid trading as aforesaid by the Court here with their assent. and the said William S. in mercy &c

Memorandum. Judgment was confessed in this action on the 11th day of October in the year of our Lord one thousand Eight hundred and forty two. for twenty one hundred and five dollars and Eighty six cents debt. and five thousand dollars damages and costs. the plaintiffs agree that the damages shall be released on the payment of the debt with interest from the twenty third day of March 1841 and costs Six dollars forty one and two third cents

Test Aza Beall Clerk

Allegany County &c

I hereby certify. that the aforegoing is a true copy taken from the record of proceedings of the County Court of Allegany.

In testimony whereof to this exemplification I hereunto set my hand and the seal of the County aforesaid this second day of December in the Year one thousand Eight hundred & forty two

Aza Beall Clerk of
Allegany County Court Md.

State of Maryland S.S.

I, John Buchanan Chief Judge of the fifth Judicial District of the State of Maryland composed of the Counties of Frederick, Washington and Allegany, do certify that Aza Beall is the Clerk of the Court of Allegany County aforesaid, and that the foregoing attestation by him, is in due form and by the proper officer. Given under my hand and seal this sixth day January in the year 1844

Cost of Record $3.00

J. Buchanan

Maryland Allegany County S.S.

I, Aza Beall, Clerk of Allegany County Court in the State of Maryland hereby certify that the Honorable, John Buchanan, who appears to have signed the aforegoing Certificate, was at the time of signing the same, and still is, Chief Judge of the fifth Judicial District of the State of Maryland composed of the Counties of Frederick, Washington & Allegany duly Commissioned and qualified and to all his acts as such full faith and credit is due and ought to be given

In testimony whereof I hereunto set my hand and affix the seal of the County aforesaid this sixth day of January in the year of our Lord One thousand Eight hundred & forty four

Aza Beall Clerk.

William S Long
Deed
Richard Timberlake

This indenture made this seventeenth day of November in the year of our Lord one thousand eight hundred and forty one between William S. Long of Allegany County in the State of Maryland and Sarah R Long his wife of the one part and Richard Timberlake & Henry Timber=lake surviving partners of Thomas Timberlake trading under the firm of Thomas Timberlake & Brothers of Barkley County in the State of Virginia of the other part Witnesseth that the said parties of the first part have for and in Consideration of the sum of one thousand dollars Current money of the United States to them in hand paid at and before the ensealing and delivery of these presents the receipt of which they do hereby acknowledge given granted bargained and sold aliened infeoffed released conveyed and confirmed and by these presents do give grant bargain and sell alien infeoff release convey and confirm unto the said parties of the second part their heirs and assigns as tenents in common and not as joint tenants one undivi=ded moiety or half part of all that tract parcel or section of land lying and being in Union County in the State of Ohio distinguished and known as Survey Number five thousand six hu=ndred and forty six (5646) Begining at two Sugartrees and running thence North seven degrees East three hundred and twenty perches to two hickories North eighty three degrees East two hund=red and fifteen perches to a stake. South seven degrees west three hundred and twenty perches to

another Stake and then by a Straight line to the Besining Containing four hundred and Twenty five Acres more or less together with all and singular the buildings improve=ments ways waters watercourses rights members privileges advantages and appurtenances thereto belonging or in any wise appertaining and all the estate right title and interest trust property claim and demand whatsoever at law and in equity of them the said William S Long and Sarah R Long his wife of in and to the same To have and to hold the said above described premises with the appurtenances thereunto belonging unto the said parties of the second part their heirs and assigns as tenants in Common and not as Joint tenants to the proper use of the said parties of the second part their heirs and assigns forever provided always and it is the true intents and meaning of these presents and of the said parties hereunto that whereas the said parties of the second part have recently sued out of Allegany County Court two writs in actions of debt against William Long and the said William S Long retur=nable to the next april term of said Court under which said writs the said William S Long was arrested by the Sheriff of Allegany County and proposed in Lieu of giving special bail to Execute this deed Conditionally which proposition being assented to by the said parties of the second part. Now therefore if the said parties of the second part shall recover Judgments in said two actions of Debt and if at any time within six months after the plantiffs shall be entitled to sue out Execution therefore the said Will S. Long

(over)

shall under the same circumstances that he would have done had he given Bail make his personal appearance in Allegany County aforesaid and show himself to the said plaintiffs or their attorney so as to enable them to have his body taken under a Capias adsatisfaciendum to be issued on said Judgment if the said plaintiffs or their attorney shall thing proper to cause the same to be issued then and from thence fourth these presents and every Matter and thing therein contained shall cease and be utterly null and void anything ~~to the contrary~~ therein to the contrary thereof in any wise notwithstanding. In Witness whereof the said William S. Long and Sarah R. Long have hereunto set their hands and affixed their Seals on the day and year first above written (one line interlined on page 2) Signed Sealed and delivered

in presence of — Wm S. Long {Seal}
Jonathan Rinehart — Sarah R Long {Seal}
Joh Watts

State of Maryland Allegany County Court

Be It Remembered, and It is hereby certified that on the Seventeenth day of November in the year of our lord one thousand eight hundred and forty one before the subscribers two Justices of the peace of the State of Maryland in & for said Allegany County, personally appeared Wm S Long and Sarah R Long his wife they being known to us to be the persons who are named & described as & professing to be the parties to the foregoing Deed or Indenture and do severally, acknowledge the Indenture, or instrument of writing to be their respective act & Deed, the said Sarah R Long having signed and sealed said Indenture before us out of the presence and hearing of her husband and the said Sarah R

Long. being by us, examined out of the hearing and presence of her said husband and whether she doth execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threat of ill usage by her said husband or by fear of his displeasure declareth and saith that she doth. In Testimony whereof we hereunto subscribe our names on the day and year aforesaid, Jonathan Rinehart S
John Watts

Maryland Allegany County to wit

I, Aza Beall Clerk of the Allegany County Court, do hereby certify that Jonathan Rinehart and John Watts Gentleman before whom the with and foregoing acknowledgement appears to have been made and who have thereto subscribed their names were at the time of so doing and still are Justices of the Peace of the said State in and for Allegany County duly commissioned and sworn, In Testimony

SS

whereof I hereunto subscribe my name and affix the seal of Allegany County Court this 24th day of November AD 1841. ~~In Testimony whereof I have hereunto subscribed my name and affix the seal~~

Aza Beall Clk of Allegany County Court

Filed for Record Feb 25. 1842 at 10 O'Clock AM and Recorded same hour. P B Smith Recr

State of Ohio Union County to wit

I, James Turner Recorder of Union County Ohio, Certify the foregoing to be a true Copy from the Records of Union County, Given under my hand and seal of Office this 5th day of December AD 1843.

James Turner Recorder of Union County Ohio

Exhibit A

Fee $1.50

Filed Dec 16th 1844
John Boyce, Clk

Copied

R. H. Timberlake vs. W. S. Long & wife, } BY virtue of an order to me directed from the court of Common Pleas of Union county, Ohio, as special Master Commissioner in this case, I will offer for sale at the door of the Court House in Marysville, in said county, on the 14th day of October, A.D. 1846, between the legal hours of 10 o'clk A.M. and 4 o'clock, P.M., the undivided half of the following described real estate known as survey No 5646, lying and being in the county of Union, and State of Ohio, beginning at two sugartrees, and running thence north 7° E 320 poles to 2 hickories; thence N 83° E 215 poles to a stake; thence S 7° west 320 poles to another stake; and then by a straight line to the beginning, containing 425 acres more or less. Appraised at $2,25 per acre.

WM. M. ROBINSON,
Sh'ff and Sp'l Master Com'r.

September 9, 1846. n18w5prf,2,00

State of Ohio Union County
County of Com Pleas
Oct Ter 1846

P. B. Cole of lawful age being duly sworn deposes and says that the annexed advertisement was published for more than four consecutive weeks in the Argus a weekly newspaper published and of general circulation in said Union County

Sworn

Subscribed & sworn
In open Court Oct 5th 1846.
John Capel Clerk

P. B. Cole

Timberlakes
vs
Long & Wife

Proof of Publication

Filed Oct 1st 1844
John Cassil
Clerk

ADVERTISEMENTS.

STATE OF OHIO, SS.

Union county Court of Common Pleas.

Richard & Henry Timberlake, vs. William S Long & Sarah K his wife.	In Chancery.

The above named respondents who are citizens, and residents, of the State of Maryland, will take notice that a bill has been filed against them in the above named court; the object and prayer of which is, that about the 16th day of March 1841 the said respondents executed to the complainants a mortgage on the undivided half of four hundred and twenty five acres of land, part of Virginia Military Survey No. 5646, in the County of Union, and State of Ohio, conditioned, that, whereas the said W. S. Long was then arrested at the suit of the complainants, in two cases, that in case they should recover judgement he should show himself so that his body might be taken in satisfaction, which condition is forfeited, and praying a sale of said lands, to satisfy the debt of complaints.

The above respondents are hereby notified that unless they appear and plead answer or demur to said bill within sixty days after the next term of said court that at the term of next succeeding said sixty days the complainants will apply to court to take the allegations of said bill as confessed, and to decree thereon accordingly.

BRUSH & GILBERT,
Solicitors for complainants.

April 20, 1844 n12 6t.

Printers fee 7 00.

State of Ohio Union County ss—

Personally appeared John Cassil, who being duly sworn, saith, that the annexed Notice of Richard and Henry Timberlake vs. William S. Long and wife, was published in the Union Gazette and the Argus, a newspaper printed and in general circulation in said County of Union, for six consecutive weeks from the 20th of April to the 1st day of June A.D. 1844 inclusive.

John Cassil

Sworn to and subscribed this 1st day of October A.D. 1844—

James Turner J P

Union Cont Plea

R. Linebarger &
Henry Linebarger
—
Wm S. Long & Wife

Fees —	$01-00
Mileage —	00-70
Copy of exon & return	25
Advertising —	25
	$2,20
	35

Wm M Robinson
Sheriff

Printer fee 300

Appraisers fees — $01-50

Filed April 15th 1846
John Cassil Clerk

Advertised

Received this writ Nov 25 A D 1845 — and according to the Command of the within writ I had said Mortgaged Real Estate appraised on the Third day of March A D 1846 by the oath of John Cassil James T. Wells & John Winager at Two Dollars & 25 Cents per acre — and advertised the same in the Eaglet a paper published and in general circulation in union County — for sale on the 13th day of April 1846 at the door of the Court House in said County between the hours of 10 o'clock A. M. & 4 o'clock P. M. — for more than 30 days previous to said 13th day of April 1846. and filed a Certified Copy of the appraisment in the Clerks office as the Law requires

April 13th A D 1846 — offered the within described Real Estate for sale not sold for want of bidder

Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of Union County Greeting

Ric^d Timberlaked.
Henry Timberlake,
~
Wm. S. Long & wife

Chancery.

This day this Cause came on to be heard upon the Bill Testimony and Exhibits and the Defendants Still failing to appear, Plead Answer or Demur, it is ordered that the Bill and the matters therein contained, be taken as Confessed, and the Court having seen and read the Bill Testimony and exhibits and maturely considered the premises are of Opinion that the Law and Equity of the Case are with the Complainants and the Court do find that there is now due, from said Defendants William S. Long to said Complainants upon the Judgement in the Bill mentioned the sum of Two Thousand Five hundred and Sixty four dollars, & 96 cents, It is therefore ordered adjudged and decreed that said Defendants Wm. S. Long do within Thirty days pay to the said Complainants the said Sum of $2564.96 cents aforesaid due, and in default thereof that the Sheriff of this County a Special Master appointed for that purpose do proceed to Sell the land and Tenements in said Bill mentioned and described in the same manner as upon Judgements and Executions at Law. and that he return his proceedings to the next Term of this Court to which time this Cause is Continued — The foregoing Entry is correctly taken and Copied from the Journal of said Court, at their Oct. Term A.D. 1845. Witness John Cassil Clerk of said Court. at the Court House in Marysville this 25. day of November A.D. 1845

John Cassil Clerk

Union Com. Pleas

R. H. Timberlake

vs

W. S. Sing & wife

Order of Sale

Service	$0 35
Mileage	5
Advertising	25
Poundage	$6,37½
	$7,02½

Printers fee - $2.00

Jas. McRobinson

Sheriff

Filed Oct 15th 1846

John Capitelli

Admr.

Received this order August 15th 1846 & Advertised the within described real Estate, (more particularly described in the Bill) in the Argus newspaper published and in General Circulation in Union County, for Sale at the door of the Court House in said County on the 14th day of oct A.D. 1846 - Between the hours of 10 o'clock A. M & 4 o'clock P. M - having had the same appraised on a previous order — and at the time and place last aforesaid I offered the said premises at Public Outcry to the highest bidder therefor and Richard and Henry Timberlake Complainants having bid for said 212 acres the sum of One Dollar ~~Fifty six~~ cts, per acre and that being a sum equal to two thirds the appraised value thereof and being the highest and best bid therefor I Knocked down to them the said land and hereby return them as purchasers thereof —

Oct 11th 1846

Jas. McRobinson Sheriff of Union County Ohio

I. Certify the following entry to be truly taken & Copied from the Journals of the Court of Common Pleas of Union County Ohio, viz

October Term A.D. 1845.

R. & A. Timberlake } ~~Common Pleas Union County~~
" } In Chancery.
Wm S. Long & Wife

This day this Cause came on to be heard upon the Bill Testimony and exhibits and the Defendants Still failing to appear, plead, Answer or demur. It is ordered that the bill and the matters therein Contained be taken as Confessed and the Court having seen and read the bill testimony and exhibits and maturely considered the premises are of Opinion that the law and equity of the Case are with the Complainants and the Court do find that there is now due from Said Defendants William S. Long to Said Complainants upon the Judgement in the Bill mentioned the Sum of Two thousand Five hundred and Sixty Four dollars and ninety Six Cents It is therefore ordered adjudged and decreed that Said defendants Wm S. Long do within Thirty days pay to the Said Complainants the Said Sum of $2564.96 cents so found due and in default thereof that the Sheriff of this County a Special Master appointed for that purpose do proceed to Sell the land and tenements in Said Bill mentioned and described in the Same manner as upon Judgements and Executions at law and that he return his proceedings to the next Term of this Court to which time this Cause is Continued.

April Term A.D. 1846

R. & A. Timberlake } Chancery.
Wm S. Long et al

Continued under former Order.

July Term A.D. 1846.

R. & A. Timberlake
"
W. S. Long et al

In Chancery.
This day came the Complainant by Gilbert & Baldwins their Counsel and on Motion the decree herein before entered ordering a Sale, is set aside so far as said order of Sale is concerned It is ordered that this Case stand referred to Wm W Robinson Esq. Sheriff of this County who is hereby appointed Special Master Commissioner for that purpose who is ordered to proceed, to sell the premises in the Bill referred, to wit the undivided half of Four hundred and Twenty four acres of land in Virginia Military Survey No. 5646. in Conformity with the Statute regulating Judgements and executions at law and in Conformity with the apprasement hereinbefore made, and return of his proceedings make, to the next term of this Court to which time this Cause is Continued.

Witness John Cassil Clerk of said Court this 15. day of August A.D. 1846.

John Cassil Clerk

Chancery Case File

Case No. 1844-CH-0009

No. 44-CH-9

Union Common Pleas Court.

Ohio Life Ins. & Trust Co
Plaintiff,

AGAINST

Silas G Strong,
Defendant.

AUG TERM. 1847

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 4 Page 49

Record No. 5 Page 102

Ex. Doc. Page

No 13.
for compensation & distribution

Union Com Pleas.

The Ohio Life Insurance & Trust Company

v.

Silas G. Strong and Maria B. Strong

Bill in Ch.

Issue subpoenas for the defts Swayne & Bates.

Apl. 16. 44

Filed April 16. 1844.
John Cafoil Clerk

Recorded

HB

Copied

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

Your orator the Ohio Life Insurance & Trust Company respectfully represents that on the eighteenth day of April AD. 1833 one Silas G. Strong loaned and received of your orator the sum of twelve hundred dollars and executed to your orator his note for said sum bearing date the day and year last aforesaid and payable on demand to your orator or order at the office of your orator in Cincinnati with interest thereon at the rate of seven per centum per annum and to secure the payment of said note and the interest thereon the said Silas G. Strong and Maria B. Strong his wife executed to your orator a mortgage deed bearing date the day and year last aforesaid whereby the said Silas & Maria conveyed to your orator in fee simple the following real estate situate in said Union County and described as follows to wit "All that certain tract of land situate lying and being in the County of Union being part of Survey No. 2254 and bounded as follows to wit. Beginning at two ash trees and an elm South East corner of survey No 3351 thence South ten degrees East 44½ poles to a white oak and beech South East corner to survey No. 2256 thence North 80 degrees East 212 poles to a sugar tree and dog wood corner to a lot conveyed by Silas G. Strong to D. B. Vining thence with Vinings line North 10 degrees West 12½ poles to two ashes and a sugar tree another of Vinings corners thence North 80 degrees East 120 poles to a stake passing two sugar trees and an elm at 100 poles thence North 10 degrees West 320 poles to a stake in the original line of said survey number 2254 thence South 80 degrees West 332 poles to the beginning containing Eight hundred and twenty four acres" which conveyance is however subject to a condition of defeasance upon the payment of the said sum of $1200 and the interest thereon at the rate aforesaid

Your orator further represents that the said Silas G. Strong has not paid said sum of $1200 nor any part thereof although the same has been repeatedly demanded whereby the legal estate in said premises has become vested in your orator indefeasible nevertheless in equity upon the payment of the said sum of $1200 and the interest due and to become due thereon. And the said sum with a large amount of interest thereon being due your orator applied to said Silas G. Strong for the payment of the same which he has hitherto wholly neglected and refused to do.

Your orator therefore prays that said Silas G. Strong and Maria B. Strong may be made parties defendants to this bill and compelled to answer the same upon oath. That an account may be stated of the amount of principal and interest due to your orator on said note & mortgage and that said premises may be sold and the proceeds applied to the payment of said principal and interest and for such other and further relief in the premises as equity and good conscience may require.

Sewayne & Bates

Sols for Complt

Union Cont Pleas

O. S. & T. Co

v

Silas G. Strong

Release

Filed Oct 28. 1845

John Castle Clk

CERTIFICATE OF RELEASE.

Know all men by these presents, That, whereas, on the 8th day of January A. D. 18444 the following described tract of land lying and being in Paris township, Union county, Ohio, to wit: Seven hundred seventy three acres, it being part of Survey No. 2254 for 1000 acres entered in the name of Edward Dowse on the waters of Mill Creek in the Virginia Military District.

and taxed in the name of Silas G. Strong was duly offered for sale by the Treasurer of said Union County, for the tax, interest and penalty of the year 1842 and the taxes of the year 1843 and not being sold for the want of bidders, was thereby returned as forfeited to the State of Ohio, and remains unsold at the present time: And whereas The Ohio Life Insurance and Trust Company has this day filed in this office the receipt of Joseph Whitehill, Treasurer of State, for One hundred seventy three dollars seven cents ——— mills, being the amount of tax, interest and penalty, for which said land was forfeited to the State, and the amount which has since accrued thereon:

Now, therefore, I, ~~John Brough~~ Demas Adams Chief Clerk for the Auditor of State, for Ohio, for the consideration aforesaid, and by virtue of the authority vested in me, by law, do hereby release to said Ohio Life Insurance and Trust Company the forfeiture of said land before described, together with all the right, title and interest, which the State of Ohio, by means of said forfeiture, acquired in the premises.

In testimony whereof, I have hereunto set my hand, and affixed my official seal, at Columbus, this 25th day of October A. D. 1845.

Demas Adams
Chief Clerk for the
Auditor of State for Ohio.

Ohio Life & Trust Co. vs. Silas G. Strong. } BY virtue of an order to me directed from the Court of Common Pleas of Union county, Ohio, as Special Master Commissioner in this case, I will offer for sale at the door of the Court House in Marysville, in said county, on the 14th day of October, A.D, 1846, 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. 2254, lying in the township of Paris, and county of Union, and State of Ohio; beginning at two ashes and an elm southeast corner to survey No 3351; thence south 10° east 445 poles to a whiteoak and beech southeast corner to survey no 2256; thence north 80° east 212 poles to a sugartree and dogwood, corner to a lot conveyed by said Strong to J B. Vining; thence with Vining's line north 10° west 125 poles to two ashes and sugartree, another of Vining's corner's; thence north 80° east 120 poles to a stake passing two sugartrees and an elm at 100 poles; thence N. 10° west 320 poles to a stake in the original line of said survey No 2254; thence south 80° west 332 poles to the beginning, containing 824 acres more or less. Appraised at $7,50 per acre.

WM. M. ROBINSON, Shff,
and Special Master Commissioner.
September 9, 1846. n18w5prf,3,00

The State of Ohio
Union County ss

P. B. Cowles the editor of the Argus being duly sworn deposes and says that the notice hereto attached was published five consecutive weeks and more than thirty days in the Argus a newspaper printed and in general circulation in Union County ~~previous~~ immediately preceding the 14th day of October AD. 1846

P. B. Cole

Sworn to & subscribed before me this 15th day of Oct. 1846.

John Cassil Clerk

The Ohio Life Insurance
& Trust Company

vs

Silas B. Strong & Maria
B. Strong -

Sub.

Forthwith

Served by certified copy
apl. 16. 1844.
N. W. Sleeth Shff

Serv 50
Mile 5
Copies 20
$ 0

Filed April 16 1844
John Corfiel Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Silas G. Strong and Maria B. Strong

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the day of~~ forthwith ~~next ensuing~~, to answer a bill in Chancery, exhibited against them by the Ohio Life Insurance & Trust Company

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 16th day of April A. D, 1844

John Cassil Clerk of Com. Pleas.

Proc for order
in case of
Trust Co
v
Strong

Filed Aug 19. 1846
John Cassil Clk

Issued

1559
0575
157
55
57
57
57

2541

The Ohio Life Ins & Trust Co

vs

Silas G. Strong et al.

Issue the order in this case

Aug 19. 1861

Swayne & Bates

Clk of Union Co

Union Court Pleas

O. S. J. & Trust Co.

vs

J. G. Strong et al

Service -----	$0 35
Milege -----	5
advertising --	25
	65
Prendage —	$52,40

printers fee — $3.00

Wm M Robinson
Sheriff

5 per acre

advertised

The Ohio Life Insurance &
Trust Company
&
Silas G. Strong

The report of William M. Robinson Special master in this cause, who was ordered to make sale of the lands and tenements in the bill of mentioned, by an interlocutory decree, entered at October Term 1844.

The said Wm M. Robinson in pursuance of said interlocutory order provided on the thirteenth day of January AD. 1845 by the votes of Robert L. Broome Mains Mason & Cyprian Lee three disinterested freeholders, resident within the County of Union to cause the lands and tenements in the said bill mentioned to be appraised and which were accordingly appraised, by said freeholders, at the sum of $7 50/100 per acre, as per copy of said appraisement herewith filed; and thereupon the said master having first given public notice of the time and place of sale, by advertising the same for more than thirty days in the Argus a newspaper printed and in general circulation in said County of Union, previous to, and to be sold on the 14th day of October 1846 when at the shaft did sell said lands and tenements at public auction, on the 2nd day, 14th day of October AD. 1846 between the hours of 10 & 4 to Joshua Baldwin for the sum of $5 per acre, being ~~more than~~ two thirds of the appraised value thereof all which is submitted.

Oct 14. 1846. Wm M Robinson Sheriff

advertised the within described real Estate in the Argus a Newspaper published and in general Circulation in union County Ohio, (having had the Same appraised on a former Order) for sale on the 14th day of Oct 1846 at the door of the Court House in Said County Between the hours of 10 o'clock A.M. & 4 o'clock P.M. said real Estate being more particularly described in the Bill

The State of Ohio
Union County ss. I. John Cassil Clerk of the Court of Common Pleas of Union County Certify the following entry to be truly taken and Copied from the Journals of said Court, viz.

October Term A.D. 1844.

Ohio Life Insurance and Trust Co.
"
Silas G. Strong et al, } Chancery

This Cause Came on to be heard upon the Bill exhibits and Testimony and was argued by Counsel, in Consideration whereof it is ordered, that said Bill be taken for Confessed the said defendants still failing to appear, plead, Answer or demur to said Bill and the Court finding, that there is due from said Silas G. Strong to said Complainant, the sum of thirteen hundred and sixty one dollars ($1361. it is further ordered that said Strong pay said sum to said Complainant within ten days after the rising of this Court and in default thereof that this Cause be referred to the Sheriff of Union County, (who is hereby appointed Special Master Commissioner for that purpose) to proceed and sell said premises as upon Executions at law — and apply the proceeds first to pay the Costs of this suit and the amount due the Complainant, and hold the residue subject to the order of Court and that he make return of his proceedings to the next term of this Court to which time this Cause is Continued

May Term. A.D. 1845.

The Ohio Life Insurance and Trust Company.
"
Silas G. Strong et al, } Continued under former Order.

August Term AD. 1845

The O. L. I. & Trust Co.
vs
Silas G. Strong et al } Continued under former Order

October Term AD 1845

The O. L. I. & Trust Co.
vs
Silas G. Strong et al } On Motion and it appearing to the Satisfaction of the Court that the Complainants in this Case have paid in Said premises One hundred and Seventy three dollars and Seven Cents the taxes interest and penalty on Said premises It is ordered that the Master herein before appointed pay to Said Complainants, Said Sum with interest from Oct 25 1845. out of the purchase money and this Cause Continued under former Order

April Term AD 1846.

The O. L. I. & Trust Co
vs
Silas G. Strong et al } Continued under former Order,

July Term. AD. 1846.

O. L. I. & Trust Co.
vs
Silas G. Strong et al } Continued under former Order,

Witness John Cassil Clerk of Said Court this 15 day of August AD 1846

John Cassil Clk C

The Ohio Life Ins & T. Co

vs

Silas G. Strong et al

Issue the order of sale May 27. 1845

Swayne & Bates

for complt

N 82

Issued

Union Com^n Pleas

Ohio Life Insurance & Trust Company
vs
Silas P. Strong & Wife

Order of Reference & Sheff

Service –	$0 35
Mileage –	0 04
advertising	0 25
	$0 64
Printers fee	4 50
	$5 15

Filed Oct 28. 1845
John Cassil Clk

advertised

Received this writ 20th Oct 1845 – Advertised the real Estate described in the Complainants bill in this Case as the Law requires – and offered the Same for Sale at the door of the Court House in the County of Union and State of Ohio between the Legal hours on the 28th day of October A.D. 1845 and made sale to the highest bidder – Fees, Mileage & Printers Sheriff's Fees

Union County Ohio

The State of Ohio } I John Capil 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 entries are truly taken and copied from the journals of said Court at the October term thereof AD 1844. to wit

"Ohio Life Insurance & Trust Company } October 2d 1844
vs } In Chancery
Silas G. Strong & wife } This cause came on to ~~be heard~~ upon the Bill, Exhibits and Testimony and was argued by Counsel, In consideration whereof it is order=ed that said Bill be taken for confessed (the said defendants still failing to appear, plead answer or demur to said Bill) and the Court finding that there is due from said Silas G. Strong to said Complainant the sum of thirteen hundred & sixty one dollars $1361 it is further ordered that said Strong pay said sum to said Complain=ant within ten days after the rising of this Court, and in default thereof that this cause be referred to the Sheriff of Union County (who is hereby appointed Special Master Commissioner for that purpose) to proceed and sell said premises as upon Executions at law. – And apply the proceeds first to pay the costs of this suit, and the amount due complainant and hold the residue subject to the order of Court, and that he make return of his proceedings to the next term of this Court to which time this cause is continued." —— "And afterwards to wit at the May Term of said Court 1845. "This Cause was continued under former order." —— And afterwards to wit at the August Term of said Court 1845. "This cause was continued under former order"

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court this 20th day of September AD 1845

John Capil Clerk

Union Bank Plaas

Ohio Life Insurance & Trust Company

vs

Silas G. Strong & Wife

Order of Reference

3 miles East

Serv .35
Mile .15
Inquest 1.00
ap: Ret .15
advertising .25
Sheriff $1.90
Printer 2.50
Total $4.40
Appr 1.50
5.90
Filed May 5th 1845
John Cassil Clerk

Read this writ Oct 15. 1844 - I offered for sale on the 22nd day of Feb. 1845. 624 acres of land, Survey No 22554 described more particularly in the Writ & filed in this case) ~~after~~ having previously advertised the same according to law, and also having the same appraised by the Oaths of Marius Wasson Cayperian Lee & Robson & Borrome at $7.50 per acre. No sale made for want of Bidders

Fees
Wm Robinson Sheriff
& Special Master in Chancery

(634 - 20 - B)

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 A.D. 1844

"Ohio Life Insurance" } "October 2nd 1844"
"& Trust Company"
"v." } "Chancery" "This cause came on to"
"Silas G. Strong & Wife" } "be heard upon the Bill, exhibits"
"and Testimony and was argued by"
"Counsel, in consideration whereof it is ordered that said"
"Bill be taken for confessed (the said defendants still failing"
"to appear, plead, answer, or demur to said bill) and the Court"
"finding that there is due from said Silas G. Strong to said"
"Complainant the sum of thirteen hundred & sixty one doll"
"ars ($1361) it is further ordered that said Strong pay said"
"sum to said Complainant within ten days after the rising"
"of this Court, and in default thereof that this cause be"
"be referred to the Sheriff of Union County (who is hereby appoint"
"ed Special Master Commissioner for that purpose) to proceed"
"and sell said premises as upon executions at law, — and"
"apply the proceeds first to pay the costs of this suit, and"
"the amount due complainant and hold the residue"
"subject to the order of Court, and that he make return of"
"his proceedings 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 our said Court this 15th day of October A.D. 1844

John Cassil Clerk

Union Com^n Pleas

The Ohio Life Insurance and Trust Company

vs

Silas G. Strong

Sheriff Special Master

Service —	$0-34
Milege — —	5
advertising —	25
printers fee	4 50
	$5,15

Filed Aug 20 1845
John Cassil Clk

The Ohio Life
advertised

Received this writ June 19th 1845
advertised the within described real estate
as the law required — and not sold for want
of bidders — — August 19th A D 1845
Fees M. Robinson Sheriff

State of Ohio Union County ss.

The Ohio Life Insurance and Trust Company. vs Silas G. Strong } In Chancery

This cause came on to be heard upon the Bill, Exhibits and Testimony and was Argued by Counsel In Consideration whereof It is ordered that said Bill be taken for Confessed The said Defendant still failing to appear plead Answer or demur to said Bill, And the Court finding there is due from the said Silas G. Strong to said Complainant the sum of thirteen hundred and Sixty one dollars $1361. It is further ordered that said Strong pay said sum to said Complainant within ten days. from the rising of this Court and in default thereof, that this Cause be refered to the Sheriff of this County Who is hereby appointed Special Master Commissioner for that purpose to proceed and Sell said premises as upon Executions at Law, and apply the proceeds first to pay the Costs of this suit and the amount due Complainant and hold the residue Subject to the order of Court, And that he make his return to the next Term of this court, to which time this Cause is Continued

The Ohio Life insurance and Trust Company vs Silas G. Strong } In Chancery Continued under former Order,

I John Cassil Clerk of Common Pleas Court of Union County, Certify the foregoing a true Copy of the Journal Entries of said Court. Witness my hand and Official Seal this 19th day of June AD 1845.

John Cassil Clerk

No. 44-CH-10

UNION COMMON PLEAS COURT.

Moses B. Corwin
Plaintiff

against

John Organ
Defendant.

NOV TERM. 1856

Dismissed

Journal 6 Page 125

Record No. No Record. Page

Ex. Doc. Page

account may be taken of what is due to your orator for his principal & interest upon said Mortgage & that said Mortgaged premises may be sold & the proceeds thereof applied to the satisfaction of said principal & interest & that your orator may have such other & further relief as equity may require &

Charles Blackburn in his
Proper Person

C. S.

Austin Campbell
Solicitor

Charles Blackburn
vs
Bill to foreclose
John Ferguson

Filed April 16th 1844
John Cockrill Clerk

Copied
Recorded

To the Honorable the judges of the Court of Common Pleas
within & for the County of Union when in Chancery sitting Humbly
Complaining shewith unto your Honors your orator Moses B
Carmein that one John Argan of said County whom your orator
prays may be made a pendent to this bill being or pretending to be
seized in Fee simple of certain lots or parcels of land situate in
said County of Union & described as follows Lands Lots number
Sixty three. ninety & fifty in the Town of Richwood in said
County as numbered & designated on the recorded plott of said Town
And the said John Argan being in want of Eighty two dollars
he did on or about the 15th day of April A D 1841 apply to your
orator to lend him said sum of eighty two dollars to be secured by
a mortgage upon said premises that your orator did loan to the said
John Argan the said sum of eighty two dollars and thereupon the
said John Argan to secure the repayment of the same with lawful
interest by his deed duly executed & dated on or about the said
15th day of April A D 1841 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 eighty two dollars
with lawful Interest forty one dollars to be paid on the 17th day of
August 1841 & forty one dollars to be paid on the 2d day of November
then next ensuing as in & by said deed of Mortgage herewith filed &
made part of this bill more fully appears. your orator further
represents that neither the said sum of eighty two dollars nor any
part thereof has been paid to your orator at the times limited in that
behalf whereby the legal estate in said premises became vested in
your orator nevertheless in equity on payment of the
principal & interest due & to become due thereon that said sum
of eighty two dollars principal & a large arrear of interest
thereon being due he applied to the said John Argan & requested
him to pay the same to your orator which he has hitherto wholly
neglected & refused to do your petitioner therefore pray that a
writ of Subpoena may issue against the said John Argan that
he may be compelled to answer all & singular the premises that an

Union Common Pleas

Moses B Corwin
vs
John Cogan
order of sale

Filed Nov 8 1852
James Shum Clerk

Received this writ of Summons & did
Advertise the within described Real Estate for Sale 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 8th day of November
AD 1852 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 I offered the said Real Estate at the
door of the Court House in said County and sold Lot
No 63 to George Miles for four dollars and fifty six and
two thirds cents he being the Priest and Best Bidder therefor
for and it being the two thirds of the appraised value
thereof Lots Nos 19 and fifty Not sold for want of Bidders

Fees Milage 5
Sales 35
Advertising 25
Return 20
Orders fee 3 00
3 85

November 8th 1852

William C Martin Sheriff
and Special Master

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the October term of the Court of Common Pleas Continued and held on the 2nd day of October AD 1844. in a certain Cause in Chancery therein pending wherein Moses B Corwin Complainant and John Organ Defendant. the Court ordered and decreed that you Expose to sale the premises in the bill described as follows to wit Situate in said County of Union. In lots number fifty three. nineteen & fifty in the town of Richwood in said County as numbered and designated on the recorded plat of said Town to satisfy the said Complainant in the sum of Ninety six dollars and Eight cents with interest from the said 2nd day of October AD 1844 until paid together with the costs of suit taxed at $ and also the further sum of $ the incran costs on said decree and the accruing costs and make report of your proceedings herein to the next term of said Court

Witness James Lowmer Clerk of said Court at Marysville this 3rd day of September 1852

James Lowmer Clerk

Organ
to
Mortgage
Carmen

Received for record April
15th at 10 o'clk A.M. and
recorded same day in vol. 8 page
190 P B Smith Recorder

1401
467

50.00
6.00
246.41
7.00
30.00
36.00
375.41

Filed April 16th 1844
John Cassil Clerk

Copied

This Indenture made this 15th day of April AD 1841 between John Organ of the County of Union & State of Ohio & Moses Bauman of the County of Champaign & State aforesaid Witnesseth that the said John Organ for & in consideration of the sum of Eighty two dollars to him in hand paid by the said Moses Bauman both granted bargained sold & by these presents doth grant bargain & sell unto the said Moses Bauman his heirs and assigns the following described Real estate lying & being in said County of Union & described as follows Lawn Lots Lots Sixty three Nineteen & fifty in the Town of Richwood in Union County as numbered & designated on the recorded plat of said Town to have & to hold the said lots & premises above described with their appurtenances to the said Moses Bauman his heirs and assigns forever provided always & these presents are upon this express condition that if the said John Organ his heirs or assigns shall well & truly pay to the said Moses Bauman his heirs & assigns the amount due upon two promissory notes for forty one dollars each bearing even date herewith one payable on the 15th day of August next & the other payable on the 2d day of November next then these presents & every part & parcel thereof shall cease & be null & void otherwise to remain in full force & virtue In Testimony whereof the said John Organ hath hereunto set his hand & seal this 15th day of April AD 1841

William B. Irwin 1st
Ira Brently

John Organ (Seal)

State of Ohio
Union County } ss

Personally appeared before me the subscriber a justice of the Peace for the County aforesaid the above named John Organ & acknowledged the signing & delivery of the above deed of gift from him to said Moses Bauman to be his voluntary act & deed for the uses & purposes therein mentioned In Testimony whereof I have hereunto set my hand & seal this 15th day of April AD 1841

William B. Irwin J.P.

Recieved this writ Oct 10th A D 1844 —
and according to the command of said writ I had
the within lands and tenements appraised
by the oath of J B Wayns David Hook &
Levin H Hastings at $7-00 each lot — and
filed a copy of said appraisment in the Clerks office
as the law requires — and advertised the same for sale
on the 23rd day of April 1845 — in the argus a paper of
General Circulation in the County —
April 23rd 1845 — half past 11 o'clock A M
I offered the above lots for sale at the door of
the Courthouse and was not sold for want of
bidders — Wm M Robinson Sheriff of Union C P

Union Com Pleas

Mary B Brown
vs
Freeborn
Mahlon Brown

Order of Sale

Service	$0-35
Mileage	80
Jurors	1-00
Return of order	-15
Advertising	25
	$2,55
appraisers fees	$1-50
printers fees	$1-75
Filing May 5th 1845	
Total Capias, Lev	

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 A. D. 1844

October 3rd 1844

Moses B. Corwin
vs
John Organ
Bill of Foreclosure

This cause coming on to be heard on the Bill & exhibits on file & the defendant having failed to plead answer or demur, the Bill of complainant is taken as confessed & the Court being fully advised in the premises do find the equity of the case is with the complainant. The Court do further find that there is now due from the defendant to the complainant on the notes mentioned in his said Bill the sum of Ninety six dollars & eight cents. The Court do therefore order adjudge & decree that the Defendant do pay to the complainant the said sum of Ninety six dollars and Eight cents. together with the costs of this suit, to be taxed by the Clerk of this Court within Ten days from this date, or that in default of such payment the Defendant be forever barred & foreclosed from all and all manner of equity of redemption to the Lands and Tenements described in the Complainants bill and that a writ of sale do issue to the Sheriff of this County commanding him to cause said Lands and Tenements in the bill described to be appraised & sold at Public Auction & that said Sheriff in conducting said sale be governed in all things by the provisions of the Statute regulating judgments at Law And that the money arising from said sale be brought into Court at the next term thereof to which time this cause stands continued

In testimony whereof I have hereunto subscribed my name and affixed the seal of our said Court this 25th day of October 1844.

John Cassil Clerk

Union common Pleas

Moses R. Corwin
vs
John Organ

L. Chancery

Served by Certified
Copy April 17. 1844
W W Stockshuff

Serv — 35
Mile 55
Copy 10
1.00

Filed April 17
1844.
John Cassil Clerk

Copied

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Organ

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 him by Moses B. Corwin

and this he 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 16th day of April A. D, 1844

John Cassil Clerk of Com. Pleas.

In Common Pleas

Moses Ogmin
vs
John B Gam
order of sale

Decree $96.05
Costs 3.30
Increased costs 33.12
This writ 1.3

Filed June 24 1853
James Linn Clerk

Received this writ April 20th 1853
Had the within described Real Estate Appraised on the 9th day of May AD 1853 by the oaths of J L Gill Ebenezer J Welsten and Zabiel Headley as follows: Lot No 63 at thirty thirty dollars Lot No 19 at twenty five dollars and Lot No 50 at thirty dollars; and delivered to the clerk of the Court from which this writ issued a certified copy of the Appraisement Advertised the with in described Real Estate for Sale in the Marysville Tribune a newspaper Published and in General circulation in Union County Ohio for at Least ten days previous to the day of sale afterwards to wit on the 23 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 said Real Estate for sale at the Door of the court house in said County at Public Auction and not sold for want of Bidders

Fees	Milage	75
	Levy	35
	Advertising	25
	Copy of Appraisement	30
	Summoning Appr	110
June 23 1853	Appraisers fee	150
	Criers fee	250
	Return	20
		6 85

William C Martin Sheriff

The State of Ohio Union County ss

To the Sheriff of said County Greeting

Whereas at the October Term of the Court of Common Pleas Continued and held on the 2nd day of October AD. 1844, in a certain Cause in Chancery therein pending wherein Moses B Corwin, Complainant and John Organ Defendant, the Court ordered and decreed that you expose to sale the premises in the bill described as follows to wit Situate in said County of Union, In Lots number Sixty three, nineteen and Fifty in the Town of Richwood in said County as numbered and designated on the recorded plat of said Town, to satisfy the said Complainant in the sum of Ninety six dollars and Eight cents with interest from the said 2nd day of October AD 1844, until paid to gether the costs of suit taxed at $3.30 — and also the further sum of $38,12 the increase costs on said decree and the accruing costs and that you have the above described real Estate Reappraised, and make Report of your Proceedings herein to the next term of said Court

Witness James Turner Clerk of said Court at Marysville this 20th day of April AD. 1853

James Turner Clerk

Union Com. Pleas

Moses B. Monn
vs
John Gryser

Order of Sale

Filed August 16th 1849
James Brillhart Clk

Received this writ June 23. 1849. In obedi
= ance to the within I advertised the within described
real estate for sale by publication in the Argus a news
= paper published and in general Circulation in Union
County. Ohio. for at least 30 days previous to the day of
sale. In ~~[illegible]~~ pursuance of said notice I afterwards
to wit: on the 14th day of August 1849 between the legal hours of 10 o'clock A.M. & 4 o'clock P.M. offered said real
estate for sale at the door of the Court House in said
county by public outcry and sold to P. B. W. Haynes Lot No.
sixty three for $4.67. Lot No. 19. for $4.67 and Lot No. 50. for
for $4.67 he being the highest and best bidder therefor
and that being more than two thirds the appraised value
thereof.

Fees = mileage 5
service 35
advertising 25
Pr fee 2.00
Poundage .28 = $2.93

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting:

Whereas at the October term of the Court of Common Pleas. Continued and held on the 2d day of October AD 1844, in a certain Cause in Chancery therein pending wherein Moses B. Corwin, Complainant and John Organ Defendant, the Court ordered and decreed that you expose to Sale the premises in the bill described as follows to wit, Situate in said County of Union, In Lots. number Sixty three. nineteen & fifty in the town of Richwood in said County as numbered and designated on the recorded plat of said town, to satisfy the said Complainant in the sum of Ninety Six dollars and Eight cents with interest from the said 2d day of October AD 1844 until paid together with the costs of suit taxed at $

And also the further sum of $ the increase 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 23d Day of June AD 1849.

James Kirkpatrick Jr Clerk

Arguello
Commercial Notes
#44 46

Filed April 16 1844
John Cassie Clerk

Copied

On the second of November next I promise to pay Thomas Cannon or order forty one Dollars Value received 15 April 1841

John Organ

Recorded by Mortgage
Book Town Records
Page 2 Rockbridge

No 148

~~Lodging the writ~~
~~in authority~~
~~Issue the same~~
~~for payment~~
~~Adam Rhodes~~

$ 41:00
Interest
3 76
44.76

Filed April 16, 1844
John Cattle Clerk

246
123 378

On the 17th of August next I promise to pay Ellery Harmon
an order for twenty Dollars Value Received 15th April 1841

L. Organ

is for Better
ovecution

Filed Jan 2 - 1849
Ja O Rus Rudolph clerk

Mary B Barnum

vs

John Ogden

In Chancery

Affirm an order of sale returnable next Term —

30th May 1849

James Kirkpatrick Jr Clk —

Mary B Barnum in Proper Person

Cny ~~X~~ 3

Moses B Conwine

vs

John Orgen

Chancery Case File

Case No. 1844-CH-0011

No. 44-CH-11

Union Common Pleas Court.

Peter Ego, Plaintiff,

AGAINST

Norman Chapman Defendant.

OCT 1847

Decree for Deft

Journal 4 Page 68

Record No. 5 Page 163

Ex. Doc. Page

the a Writ of Injunction may issue against the said Norman Chipman & he may be compelled to answer all & singular the premises & that an account may be taken of what is due to your orator for his principal & interest upon said bond & that said Chipman may be decreed to the payment of what shall be found due to the said plaintiff & that your orator may have such other & further relief as equity may require

Carruthers & Ashe for Complt

Peter Geo
vs
Nathan Chipman

Bill to foreclose

Filed April 16th 1844
John Cassil Clerk

Cost bill made

Recorded

OCT 1847

Carruthers & Ashe Atty

E. Copied

To the Honorable the Judges of the Court of Common Pleas within & for the County of Union sitting in Chancery sitting Humbly complaining shewith unto your honors your Orator Peter Zorthal and Norman Chipman whom your Orator prays may be made defendant to this bill being or pretending to be seized in fee simple of certain tract or parcel of land situate in said County of Union and described as follows, Lawit Inlot number thirty nine in the Town of Marysville together with the improvements thereon for a more particular description of said Lot reference was had to the plot of said Town as recorded in the recorders office of said County of Union also a part of Inlot number thirty eight in said Town of Marysville being all of said Lot number thirty eight except twenty feet deep on the south side of said Lot which had been deeded to Enos Ward & Harriet which appears more fully & at large by reference to said deeds and the said Norman Chipman being in debt of thirteen hundred & forty dollars did on or about the twenty fourth day of January A.D. 1842 apply to your Orator to lend him the said sum of thirteen hundred & forty dollars to be secured by a mortgage upon said premises that your Orator did loan to the said Norman Chipman the said sum of thirteen hundred & forty dollars and thereupon the said Norman Chipman to secure the [illegible] with interest by his deed duly executed & dated on or about said day of January A.D. 1842 conveyed the same land & premises to your Orator in fee simple but subject nevertheless to a condition of defeasance on the payment of the said sum of thirteen hundred & forty dollars in the following land five hundred & twenty dollars to be paid on the first day of A.D. 1843 five hundred & forty dollars to be paid on the first day of A.D. 1844 & two hundred & eighty dollars to be paid on the first day of A.D. 1845 as in & by said deed of mortgage reference being thereto had will more fully appear. Your Orator further represents that the sum of one thousand & sixty dollars of said sum of thirteen hundred & forty dollars has now fallen due with interest & has not yet been paid to your Orator or any part thereof whereby the legal estate in said premises vested in your Orator redeemable nevertheless in equity on payment of said sum of one thousand & sixty dollars now due with interest. That said sum of one thousand & sixty dollars principal & large arrears of interest thereon being due he applied to the said Norman Chipman & requested him to pay the same to your Orator which he has hitherto wholly neglected & refused to do. Your petitioner therefore prays

union Common Pleas

Peter Lyo
vs
Norman Chipman

Sub. in Chancery

Serv - 35
Mile - 5
40

Served pr Ackn do
W W Stuchfield

Filed April 17. 1844
John Cassil Clerk

copied

Subpoena Service April 17
1844.
N Chipman

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Norman Chipman

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 him by Peter Zeo

and this he 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 16th day of April A. D, 1844

John Cassil Clerk of Com. Pleas.

Peter Igoe
Receipt

Rec. Nov. 1st 1845 of Norman Chapman
fifty five dollars to be aplyed on feed
Peter Iggen

Chapmans
Notes.

Filed May 27 1844
John Pepper Clerk

20 1781

20 1781
00 00
00 51
20 65

On or before the first day of April 1845 I
promise to pay Peter Egan or order the sum of two
hundred and eighty dollars with Interest
from the first day of April next witness
my hand and seal this 24th day of January 1842

$333.00 on this Norman Chipman (seal)

M. B. Cowins Atty
for Peter Egan

Recpt 86.75

Received the October 1844 of Norman Chapman eighty six dollars & twenty five cents on account of Nancy Ann Peter Jgo now in my hands for collection by me

Chas R Lemmin Atty
for Peter Jgo

A Pollock
for Benefit
of Pigo.
$6,99

TREASURERS OFFICE, Marysville Decr. 25th 1844

Received of Peter Jno. $ 6.99.0 mills,

tax on in lot, No. on Millreserve ~~and $~~ ~~mills,~~

~~in full of his Chattel tax~~ for the year 1844

$ 6,99 A. Pollock Treasurer, Union Co. O.

P 3
Receipt
$38.00

November 29th 1844 Received of N Chipman by the hand of Robert L Broome thirty eight Dollars to be endorsed on N Chipman Note which I sold against him

Peter Igou

$38.00

Rec^d April 1st 1843 on the within note
fifty nine dollars and two cents
Rec^d July 1st 1843 on the within seventy five
dollars.
Rec^d July 28th 1843 twenty dollars
Rec^d Sept 27th 1843 five dollars

Filed May 27th 1845
John Caffey Clerk

On or before the first day of April 1843 I promis to pay Peter Igan or order the sum of five hundred and twenty dollars with Interest from the first day of April next till paid witness my hand and seal this 24th day of January A.D. 1842

Norman Chipman (Seal)

On or before the first day of April 1844 I promis to pay Peter Igan or order the sum of five hundred and forty dollars with Interest from the first day of April next witness my hand and seal this 24th day of January 1842

Norman Chipman (Seal)

Peter Hagon
Rent
$25,00

Mifford Carter Muir County Ohio

Recd October 10th 1845 of Norman Chapman
twenty five dollars on a Judgt.

Peter Ingan

Chipman & wife
to
Wilson Butler & Baldwin

Mort

Filed and Recorded
June 13th 1845. 8 o'clock
A. M. in Book 9
Pages 554 & 555
James Turner
Recorder
N. C. O.

(ad)

Fees .75

Know all Men by these presents, that we, Norman Chipman, and Sarah Chipman, wife of said Norman Chipman, of the County of Union Ohio, in consideration of the sum of Seven hundred & sixteen dollars, in hand, paid by Lewis O. Wilson, Elias Butler, William Baldwin, partners under the name and firm of Wilson, Butler & Baldwin of the City of New York, have bargained & sold, and do hereby grant, bargain, sell, and convey unto the said Wilson, Butler, & Baldwin their heirs and assigns forever, the following premises, situate in the County of Union, in the State of Ohio, and in the Town of Marysville, and described as follows: All of In Lot No. 39 in the Town of Marysville, together with the improvements thereon, for a more particular description of said lot, reference may be had to the plat of said town, as recorded in the Recorders office in said County of Union. Also, a part of In lot No 38 in said Town of Marysville, being all of said lot No 38, except twenty feet deep on the South side of said lot, which has been deeded to Enos Ward and Harriott, which will appear more fully, and at large by reference to said deeds, and for a more full description of said lot No 38. Reference is hereby made to the Records of said Town plat as above. Also In lot No 35 in said Town of Marysville adjoining lot No 38 on the north, - for further reference see town plat of said town - as above.

To have and to hold, said premises, unto the said Wilson, Butler & Baldwin their heirs and assigns, forever. And the said Norman Chipman, for himself and heirs, doth hereby covenant with the said Wilson, Butler, & Baldwin their heirs and assigns, that he is lawfully seized of the premises aforesaid; and that the premises are free and clear from all incumbrances whatsoever, (excepting a mortgage to Peter Ego and one to L. B. Stanton & Co, which are on record, in the

Recorders office, in the said county of Union,) and that he will forever warrant and defend the same, with the appurtenances, unto the said Wilson, Butler & Baldwin their heirs and assigns against the lawful claims of all persons whomsoever: Provided nevertheless, and these presents are upon this condition, that whereas, the said Norman Chipman hath executed to said Wilson, Butler, & Baldwin his promissory note of even date herewith, for the payment of the following sum of money, at the time following: Seven hundred and fifteen 50/100 dollars, one day after the date thereof.

Now if the said Norman Chipman shall pay said sum of money to said Wilson, Butler, & Baldwin, or their assigns, when the same shall become due, with the interest, then these presents to be void; otherwise to be and remain in full force.

In testimony whereof, the said Norman Chipman and Sarah Chipman, have hereunto set their hands and seals, this 13th day of June, in the year of our Lord One thousand eight hundred and forty five.

Executed in presence of
James Turner
O M Allison

N. Chipman (Seal)

Sarah Chipman (Seal)

The state of Ohio, Union County SS.

Before me James Turner, a justice of the peace in and for said County, personally appeared the within named Norman Chipman and Sarah Chipman, his wife, and acknowledged the signing and sealing of the above mortgage to be their

voluntary act and deed; and the said Sarah Chipman being at the same time examined by me, separate and apart from her said husband, and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith; this 13th day of June A.D. 1845.

James Lemmer J.P.

Chapmans
to
Peter Igon
} Mortgage

Received for record Octr
5th 1842 at 10 o'clk A.M.
in vol. 8 page 577 & 8

P. Belmont Rec

Filed May 27th 1846
John Capiel, Clerk

Fees 62½

Know all men by these presents that we Norman Chipman and Sarah Chipman wife of Norman Chipman of the County of Union Ohio in Consideration of the sum of thirteen hundred and forty Dollers. in hand paid by Norman Chipman Peter Igou have bargained and sold and do hereby grant. bargain, sell, and convey, unto the said Peter Igou his heirs and assigns forever, the following premises situate in the County of Union in the state of Ohio and in the town of Marysvell and bounded and discribed as follows to wit. Known and discribed as follows. In Lot No. thirty nine (39) in the town in Marysvill together with the Improvements thereon, for a more particular discription of said Lot Reference may be had to the plat of said Town as recorded in the ~~town~~ Recorders office in said Union County. Also a part of Inlot No. thirty eight (38) in said town of Marysvell being all of ~~the land~~ said Lot No. 38 Except twenty feet deep on the south side of said Lot which has been deeded to Enos Vasa & Harriet which will appear more fully and at large by reference ~~to~~ said Deeds and for a more full discripti of said Lot No. 38 Reference is hereby made to the record-ers of said townplat in the recorders office of said County of Union. To have and to hold said premises with the appertenances unto the said Peter Igou his heirs and assigns forever, Provided always, and these presents are upon this condition that whereas said Norman Chipman hath executed to said Peter Igou his promissary notes of even date herewith for the payment of the following sums of money at the times following one note of hand for the sum of five hundred and twenty Dollers payable on or before the first day of April Eighteen hundred and forty three, and one note do for the sum of five

Hundred and forty Dollers payable ~~payable~~ on or before the first day of April Eighteen hundred and forty four, and one note of hand payable on or before the first day of April Eighteen hundred and forty five calling for two Hundred and Eighty Dollars

Now, if the said Norman Chipman shall pay said several sums of money to said Peter Igou or his assigns, when the same respectively become due with the interest from the first of April 1842, then these presents to be void. Otherwise to be and remain in full force

In testimony whereof, the said Norman Chipman and Sary Chipman have hereunto set their hands and seals this 24th day of January A.D. 1842

Executed in presence of } Norman Chipman (Seal)
David Burnham } Sarah Chipman (Seal)
James Riddle

The State of Ohio Union County, SS.
Before me David Burnham a Justice of the peace in and for said County, personally appeared the above named Norman Chipman and sarah his wife and acknowledged the signing and sealing of the ~~within~~ above conveyance to be their voluntary act and deed, and the said Sarah Chipman being at the same time examined by me seperate and apart from her said husband and the contents of said instrument made known to her by me, she then declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith, this twenty fourth day of January A.D. 1842

David Burnham J.P. (Seal)

Ulman Carman & Ux

Peter Jr
Zanendike
vs
Kellinthy

C Norman Chapman & others

Filed October 14. 1846
John Cassil Clerk

Carman Sales

To the Lanarable the judges of the Court of Common Pleas for Union County your Orator Peter J. Ro shewth unto your Lanors that heretofore Lawfull on the 16th day of April A.D. 1844 your Orator filed his Bill in Chancery in this Lanarable Court against one Norman Chipman for the foreclosure of a Mortgage executed by the said Norman Chipman to your Orator on one Lot No. 39 in the Town of Marysville & also on Lot No. 38 except twenty feet deep on the South side of said Lot which said Lots or more particularly discribed & set forth in his said Bill in Chancery - said Mortgage was executed to secure the payment of the purchase money of said Lots sold & conveyed by your Orator to said Norman Chipman the amount of which is also set forth in said Bill in Chancery & Mortgage now on the files of this Court - your Orator now states by way of amendment to his said original Bill that he has since the filing of the same discovered that on the 18th day of June 1845 the said Norman Chipman executed a Mortgage on the same Lots or parcels of Land to Lewis D Wilson Thos Butler & William Baldwin partners under the name of Wilson Butler & Baldwin to secure the payment of the sum of seven hundred & fifteen dollars & fifty Cents. And that on the 18th day of June 1844 the said Chipman executed another Mortgage on said property to Samuel B Stanton & Charles H Winglote Partners in trade under the firm of of S B Stanton & Company to secure the payment of $925.53 Cts both of which said Mortgages are recorded in this County - your Orator therefore prays that said Butler Wilson & Baldwin & the said S B Stanton & Company may be made defendents to his original & this his amended bill & compelled to answer the same & that said real estate may be sold & disposed of as by his original bill is already prayed for & your Orator

Cornelius Doles
for Compt —

Peter Igou
vs
N Chipman

Copy of appraisement
of Real Estate

Filed May 12 1846
John Cassil clk

Peter Igou
vs
N. Chipman

We the undersigned having been Caled upon by Wm M Robinson Sheriff of union County, who was appointed Special Master Commissioner in this Case, to appraise the following described real Estate to wit In Lots No Thirty Nine and In Lot No Thirty Eight Except Twenty Feet Deep on the South Side of said Lot No Thirty Eight, said Lots being and lying in the County of Union and in the Town of Marysville, after having been duly Sworn by said Wm M Robinson and upon actual view of said premases we do appaise the same at Thirty Two Hundred Dollars —

Given under ~~my~~ our hands and seals this 8th day of May A D 1846 — Cyprian Lee (Seal)
Ambrose Meeker (Seal)
Adam Wolford (Seal)

Appraisors fees
C Lee — $0-50
Ambrose Meeker 50
Adam Wolford — 50

State of Ohio union County ss
Personally appeared before me the above named Cyprian Lee Ambros Meeker & Adam Wolford they being free holders of said County and made solum oath to descharge the duties of appraisors of the above described real Estate Impartially according to Law & the best of their abilities — Given under my hand this 8th day of May A D 1846
Wm M Robinson Sheriff of said County

I certify the above to be a true Copy of the original writ —
Wm M Robinson Sheriff

Peter Igou
vs Appraisement
Norman Chipman Et. al

Copy of appraisement

Filed Dec 10th 1846
John Capoil, Clerk

Peter Igow
vs
Norman Chipman. Et al

We the undersigned being called upon by James Turner Master Commissioner in and for the County of Union and State of Ohio. To appraise the following described real estate. To wit. being In lot No. Thirty nine (39) and In lot No. Thirty Eight (38) Except Twenty feet deep on the South Side of said Lot No. 38. Situate in the Town of Marysville in said Union County; - After being first duly sworn by said Master commissioner and upon actual view we do appraise said real estate at three thousand five hundred dollars (3500)

December 10th 1846

Fee $0.50 each

John Johnson
Jeremiah Curl
Saml. Ressler

The above named John Johnson Jeremiah Curl and Samuel Ressler Personally appeared before me and made solm 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 this 10th day of December A.D. 1846.

James Turner. Master
Commissioner Union County Ohio

I certify the above to be a true copy of the original appraisment. James Turner. Master commissioner

Peter J. Go

vs

Norman Chipman

Sale on foreclosure of Mortgage

Motion by Morris & Cannon attorney for the Plaintiff that James Turner Master Commissioner in Chancery by whom the sale of the Lands & Tenements in the Decree & Mortgage in the above specified was made be directed to give to the purchaser a Credit for the purchase money for the amount of Loans due on the property sold at the time of sale

Union Commencing

Peter J. Gow

Wm Pierce

Jas Wilcoxson

Norman Chapman

Others

Carmichael

Union County Commonwealth 1846.

Peter J[illegible]

vs

Norman Chipman & others

In Chancery Decree for sale at October Term 1846

Issue a writ of sale in the chancery case

22nd October 1846

Clark & Carwin

Sale for Cash

J Cozel Clk

To be sold for Gold or Silver only

Peter Igou
vs } appraisment
N. Chipman. Etal

Peter Igon
vs
Norman Chipman. Et al

We the undersigned being called upon by James Irwin Master commissioner in & for the County of Union Ohio

To appraise the following described real estate to wit. Being In Lot No. thirty nine (39) and in Lot No. thirty Eight (38) Except twenty feet deep on the south side of said Lot No. 38. Situate in the Town of Marysville in said Union County. after being first duly sworn by said Master commissioner. and upon actual view of the premises we do appraise said real estate at. three thousand Dollars. August 28th 1847

Joshua Marshall
Thomas Irwin
David Burnham

appraisers fee $1.50

The above named Joshua Marshall Thomas Irwin & David Burnham. personally appeared before me and made solem oath to discharge the duties of appraisers. of the above described real estate impartially according to Law & the best of their abilities

Given under my hand this 28th day of August 1847

James Irwin.
Master commisioner
Union Co. Ohio

Union Cour Plea
Peter Igan
vs
Silas Igan

Mr. Chiffonier

Service - - - - - -	$0.35
Inquest - - - - -	1.00
Copy of upset - - -	25
Mileage - - - - -	50
Advertising - - -	25
Bondage - - -	$31.33

appraising fee - - $1.50
printers fee - - 2.00
Wm M Robinson
Sheriff

Fee confirmed
this noted

Sheriff

May the 8th A D 1846 - in obedience to the Command of this Writ I had the within mortgaged real Estate appraised by the oath of Cyprian Lee Ambrose Meeker & Adam Woolford - at Thirty Two Hundred Dollars - they being free Holders of Union County - & Advertised the same in the argus a news paper published and in general circulation in Union County for sale at the door of the Court House in said county on the 20th day of June A D 1846 - between the Legal Hours of 10 o clock A M & 4 o clock P M -
June 20th 1846 - 2 o clock P. M. I offered the above described real Estate (having premously advertised as above for more than 30 days) for sale by public out cry at the door of the Court House afforesaid and Sold the Same to Silas Igan for ~~Thirty~~ Twenty one Hundred Thirty Three Dollars & Fifty Cents he being the highest and best Bidder - and that Being the Two Thirds of the appraised value thereof

Wm M Robinson Sheriff

May 28. 1845. — —

Peter Agow
" Norman Chipman } To Foreclose Mortgage.

This Cause coming on to be heard, on the Bill and Exhibits on File And the defendant having failed to plead, Answer or demur to the Complainants Bill the same is taken as confessed against him The Court also filed that the equity of the Case is with the Complainant, and that there is now due from the Defendant, to the Complainant, on the notes in the Bill and Mortgage mentioned the sum of thirteen hundred and Forty Seven dollars, and Seventeen Cents $1347.17 the Court therefore do order adjudge and decree that the Defendants pay to the Complainant the said sum of Thirteen hundred Forty Seven Dollars and Seventeen Cents within twenty days from the rising of this Court with interest from this date together with the Costs of this suit to be taxed &c And that in default, of such payment the Defendant be forever barred from all, and all manner of Equity of redemption of in & to the lands and tenements mentioned and described in said Bill and Mortgage and that an order of Sale do issue directed to Wm. M. Robinson who is hereby appointed Special Master Commissioner for that purpose commanding him to cause said Mortgaged premises describes in said Complainants Bill to be sold at Public vendue and that said Master be governed in all things in conducting said sale by the provisions of the Statute of this State regulating Judgements and Executions and that said Master report his proceedings under this order to the next Term of this Court, to which time this Cause stands Continued This decree to be credited with $86.75cts paid to Complainants Solicitor

August Term AD 1845.

Peter Igou
v.
N. Chipman } Continued under former order.

Oct Term AD 1845.

Peter Igou
v.
N. Chipman } Continued under former order.

April Term AD 1846.

Peter Igou
v.
N. Chipman } Continued 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 truly taken and Copied from the Journals of said Court,

Witness my hand and official Seal this 4th day of May AD 1846

John Cassil Clerk,

Union Com Pleas

Peter Egan
vs
Norman Chipman

Order of Sale

Paid on the within May 27th
1845 $86,75

received this writ
August 25th 1847

Service " " $0.35
Mileage " " 4
Inquest " " 1.00
Copy ab appraiment 25
advertising " " " 25
Poundage " " 30.00
$31.90

appearance fee " 1.50
printers fee " 2.50

James Lawrence
Master in
Chancery -

Filed Oct 6 1847
John Cassil clk

The State of Ohio Union County ss

To James Turner of Union County Master in Chancery &c

Whereas at the May term of the Court of Common Pleas Continued and held for said County on the 27th day of May AD 1845 in a certain Cause in Chancery there in pending wherein Peter Igou Complainant and Nannan Chipman Defendant the Court ordered and decreed that you expose to sale the premises in the bill described as follows to wit. Inlot number thirty nine in the town of Marysville together with the improvements thereon A more particular description of said lot refference was had to the plat of said town as recorded in the recorders Office of said County of Union also a part of Inlot number thirty eight in said town of Marysville being All of said lot number thirty eight except twenty feet deep on the South side of said lot which had been deeded to Enos Ward & Harriet which appears more fully and at large by refferance to said deed and that you have the same reappraised, to satisfy the said Complainant in the Sum of thirteen Hundred and forty seven dollars and seventeen cents - with interest from the said 27th day of May AD 1845 - untill paid together with the Costs of this suit taxed at $

and also the further sum of $ the increase costs in said decree also the accruing costs and make return of your proceeding herein to the next term of said Court.

In testimony whereof I hereunto set my hand and affix the Seal of said Court this 25th day of August AD 1847

John Cassil Clerk

Peter Igou
vs
Norman Chapman

The report of James Turner Master in Chancery, who was ordered to make sale of the lands and tenements in the bill mentioned, by an interlocutory decree, rendered at May term A.D. 1845

The said James Turner in pursuance of said interlocutory decree proceeded on the 28 day of August 1847 by the oaths of Joshua Marshal Thomas Turner & David Burnham Three disinterested freeholders residents within the county of Union to cause the lands and tenements in said bill mentioned to be appraised and which were accordingly appraised by said freeholders at the sum of Three Thousand Dollars as per copy of said appraisement herewith filed and thereupon the said James Turner have first given public notice of the time and place of sale, by advertising the same for more than Thirty days in the Organ a newspaper printed in the said County of Union and in general circulation therein, did sell the said lands and tenements at public auction on the 5th day of October A.D. 1847, at half past one o'clock P.M., to James C Harriott for the sum of Two Thousand Dollars being the Two Thirds of the appraised value thereof and he being the highest and best Bider ~~there~~

All of which is submitted

James Turner
Master Commissioner

Filed Aug 25 1847
John Cassie

Union Caucus in phas 1847

Peter Jno
vs
Norman Chipman

Decree in Chancery

Issue Writ of sale in the above case

All Claims & sale for Cost

Filed
23 August 1847
J Cofell Clk

No 40
Ira Bradfield for
Weed & sale
Chapman

Filed Dec 28 1827
John Cassin Clk

Union Common Pleas 1847

Peter Ego

vs

Norman Chapman

Decree on foreclosure of Mortgage

Upon a Writ of sale on the above Decree
Moses B Common Carrier
Sale —

17th June 1847

J Capell Clk —

Received this writ December 9th 1846 and by virtue of the command thereof I proceeded to have the property described in the original Bill appraised by the oaths of John Johnson Jeremiah Cole & Samuel Refsler three respectable freeholders of said county to wit Inlot No 39. & Inlot No 38. Except 20 feet deep on the south side of said Lot No 38. Situate in the Town of Marysville in Said union county. the above named appraisers returned to me under their hands that they appraised said premises at three thousand five hundred dollars a copy of which appraisement was duly filed in the clerks office for the county aforesaid and having duly advertised the said premises for sale by pubblication in the Argus a newspaper in general circulation in said county of union for thirty days previous to the day of sale. I afterwards to wit on the 20th day of February 1847 in pursuance of said Notice proceeded to offer said real estate described for sale at public auction at the door of the court house in said county of union and the same was not sold for want of bidders

Feb 20th 1847

James Turner
Master in Chancery
U.C.O.

Union County Ohio

Peter Sye
vs
N. Chipman et al

Order of Sale

Received this writ
December 9th 1846

Service	35
Conveyance	1.00
advertising	25
copy of appraisement	20
	$1.80
Printers fee	3.00

February 20th 1847
James Turner
Master commissioner
Union Co Ohio

Filed March 15th 1847
John Caples Clerk

Peter Zyo
vs
Norman Chipman
Lewis P. Wilson, Elias
Butler & William Baldwin
partners under the firm
of Wilson, Butler & Baldwin,
Samuel B. Stanton & Charles
H. Wing late partners under
the firm of S. B. Stanton & Co.

Bill to foreclose Mortgage
On Motion to the
Court by Corwins, Solrs
for complainant, J. R.
Swan, as the the attorney
for Wilson, Butler & Baldwin
& J. S. Bates as the attorney
for S. B. Stanton & Company
Defendants named in the
amended Bill filed in this
cause waived the issuing and service of process as to the said last mentioned defendants & entered their appearance in this cause, the defendant Norman Chipman having failed to answer, the bill as to him is taken pro confesso. — It is ordered by consent of Corwins Solrs. for the complainant & the said J. R. Swan & J. S. Bates, attorneys as aforesaid that James Zurrer, Master in Chancery for this Court proceed to cause the Tenements in the Original & amended Bill mentioned & described to be appraised, advertized & sold at public auction as upon Executions at Law & that the money arising from such sale, he bring into Court at the next Term, to which time this cause is continued

I John Capsil, Clerk of the Court of Common Pleas, Union County, Ohio, do hereby certify that the foregoing Decree is correctly copied from the Journals of said Court at the October Term thereof A. D. 1846

Given under my hand and seal of office this 4th day of December A. D. 1846

John Capsil, Clerk

Gold & Silver demanded by Plfft.
John Capsil, Clerk

SHERIFF SALE.

Peter Igou,
vs.
Norman Chipman

By virtue of an order to me directed, from the court of common pleas of Union county, O., as special master commissioner in this case, I will offer for sale, at the door of the court house, in the town of Marysville in said county, on the 20th day of June, A. D. 1846, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M. the following described *Real Estate*, to-wit: In-Lot No. thirty-nine [39] and In-Lot No. thirty-eight [38,] except twenty feet deep on the south side of said lot No. 38: situated in the town of Marysville aforesaid; and appraised at thirty-two hundred dollars.

W. M. Robinson,
Sheriff and Special Mast. Com.

May 13. [pr $2] *ts

SHERIFF SALE.

By virtue of a ver

Igou
vs
Chipman
Sheriff's Publication

the time for paving and curbing the side-walks, as provided for in the ordinance in relation to that subject, passed Abril 18th, 1845, and the ordinance or ordinances amendatory thereto, be, and the same hereby is, extended to the first Monday in September, 1846.

Sec. 2. This ordinance to take effect from and after the passage thereof.

[Passed June 10, 1846.]

O. CURRY, *Mayor*.

W. W STEELE, *Recorder*.

SHERIFF SALE.

Union County Fund Commissioners,
vs.
Silas G. Strong.

BY virtue of an execution to me directed from the court of common pleas of Union county, Ohio, I will offer for

The State of Ohio
Union County ss

Personally appeared in open Court this 28th day of July A D 1846 W B Cole and made oath that he is the Editor & publisher of the Argus a Newspaper printed & published in the Town of Marysville & of general Circulation in Union County & that the annexed notice of sale was inserted in said Newspaper on the 18th day of May A D 1846 & said publication regularly continued in said Newspaper from that day until the 20th day of June 1846

W B Cole

Sworn to & subscribed in open Court this 28th day of July A D 1846

John Capel, Clerk

Peter Dgu

v

Chapman Nol

Answer of Staunton & Wing

Filed by consent

M B Lamar
Solr for Compt

Filed May 4th 1847
John Capil Clerk

The answer of Samuel B. Stanton & Charles H. Ming late partners trading in the name & style of S. B. Stanton & Co. – to the bill of complaint exhibited against them and others by Peter Ego –

These defendants for answer to said bill say that they are ignorant of all the matters and things in said bill contained except so much as relates to them – The said Chickman on the 18th day of June A.D. 1844 being indebted to these defendants in the sum of $925.53 executed to them a mortgage on said premises which mortgage was on the same day recorded – That said sum and interest thereon from that day is due and no part of it is paid – ~~Upon that~~ These defendants having fully answered pray to be hence dismissed with their reasonable cost –

Lewis & Bates
Solrs for defts – Stanton & Ming

Union Co

Peter Igou

v

Norman Chapman
et al

Answer of
Nelson Butler & Wife.

Filed May 7th 1847
John F Cassil, Clerk

Sha Vandrews

The answer of Lewis O Wilson Elias Butler & William Baldwin to the Bill of Peter Igou against them and others pending in Union Common Pleas in Chancery:

They said Wilson Butler & Baldwin answer and say (reserving and saving &c) that on 13 Jan AD 1845 the said Norman Chipman and Sarah his wife made executed and acknowledged to them a mortgage on all of inlot No 39 in the town of Marysville and on all of Inlot No 38 except 20 feet deep on the South side formerly conveyed to Enos Wood and Harriet; also inlot No 35 with the appurtenances situate in said town of Marysville to secure the payment of seven hundred and fifteen 50/100 dollars due one day after date and dated Jan 13 1845. which was a just and valid debt. &c No part of said monies secured by said note and mortgage has been paid. Said Mortgage was recorded the day it was made in the recorders office of said County according to law. The Mortgage is herewith filed marked (aa) The said monies are due Respondents. &c

Wilson Butler and Baldwin

Swan & Andrews
Solrs for defts.

Union Com Pleas

Peter Igon
vs
Norman Chapman

Order of Sale

Paid on the within May 27th 1845 $86.75

Service	35
advertising	25
milage	5
printers fee	2.25
	$2.90

James Lyons
Master in Chancery
N. C. Ohio

Filed Aug. 30 1847
John Cofsil, Clerk

Received this writ June 28th 1847 proceed to advertise the within mentioned real estate to be sold on the 3rd day of August 1847 between the hours of 10 o'clock A M & 4 o'clock P M at the door of the court house in Marysville in said County and after giving thirty days notice by advertising the same in the Marysville paper of general circulation in the County & proceed to offer the same for sale on 3rd day of August 1847 between the legal hours at public out cry at the door of the Court House aforesaid & the same was not sold for want of bidders

this August 3rd 1847
James Lyons
Master in Chancery

Received the money for service of this writ & paid the costs
this 3rd day of August 1847
James Lyons
Master in Chancery

The State of Ohio Union County ss.

To James Turner of Union County Master in Chancery &c. Whereas at the May term of the Court of Common Pleas continued and held for said County on the 27th day of May AD 1845 in a certain cause in Chancery therein pending wherein Peter Igon Complainant and Norman Chipman Defendant. the Court ordered and decreed that you expose to sale the premises in the bill described as follows to wit.
Inlot number thirty nine in the Town of Marysville. together with the improvements thereon. a more particular description of said lot refferance was had to the plat of said Town as recorded in the recorders office of said County of Union, also a part of Inlot number thirty Eight in said Town of Marysville being all of said lot number thirty eight except twenty feet deep on the South side of said lot. which had been deeded to Enos Ward & Harriott. which appears more fully & at large by refferance to said deed, to satisfy the said Complainant in the sum of Thirteen Hundred and forty seven dollars and seventeen cents with interest from the said 27th day of May A.D. 1845. untill paid together with the costs of this suit taxed to $
And also the further sum of $ the increase costs in said decree also the accruing costs. And make report of your proceeding herein to the next term of said Court.

In testimony whereof

Peter Jno
Coffedavil of
vs
James Turner
Norman Chapman

The State of Ohio Union County Paris Township. ss.

Before me James M. Wilkinson a justice of the peace in and for the said County and State. Personally appeared James Turner who being duly sworn depose and says that sometime before Norman Chipman left the Town of Marysville in said County he came to me with a ~~[illegible]~~ quit claim Deed and acknowledged the signing and sealing thereof to Robson L Broome the said Robson L. Broome being present at the same time. the said Deed conveying the Tavern Premises to said Robson L Broome then under Mortgage to Peter Iggou and others.
To the best of my belief.

James Turner

Subscribed and sworn to before me this fifth day of October A.D. 1847 James M. Wilkinson J.P.

Peter Igow
vs
Norman Chipman

In Union County Com. Pleas October Term 1847
On a motion to Confirm sale on execution

Robinson L. Broome being duly sworn upon his oath in this case says that. The sale in this case was not made by the sid Master Commissioner mentioned in the said return, but by one William M. Robinson in his absence and stead. That at the time of the sale and for some days previous Jeremiah Turner the Master Commissioner was very sick and as he is informed and verily believes wholly unable to attend to sale or leave his residence and dwelling house. That in the morning of the day of sale, a number of persons interested in the said sale were in the town of Marysville intending to attend to their interest on the sale of the land, but in consequence of the inability of the Master Comm. to make said sale, it was generally reported that no sale could or would be made, and a number of such persons left town before the said sale was made by said Robinson. that is to say this affiant learns of one, who has been informed of or verily believes there were others. And this affiant says he verily believes that the said sale was made at a lower price than it would have been made, if such persons had not been deceived and left the town as aforesaid.

And this affiant further says that said lots No 38. & 39 are seperate by an alley; and should have been appraised and sold seperately. That lot 39. would would have been sufficient at its two thirds appraised value ~~been sufficient~~ to satisfy the amount due the Constable on the process issued upon the said decree. And this affiant says that gross injustice, as he believes, is done the defendant Chipman & his creditors by the sale of the said two lots as one piece of property instead of a seperate appraisement and sale of each lot. And further says not.

Sworn to before me this 6th day of 1847
William P. Stein
Justice of the Peace

Robinson L. Broome

The State of Ohio
Union County } ss

Personally appeared in open Court Philip Snider & made oath that a short time since he was informed by Bill Wilsh the present Landlord of the Lavern property in the Town of Marysville ~~that he had leased the same Philip and to Pay for~~ that Robert L Brown was paying his boarding with him as such Landlord out of the Rents of said Lavern property

Philip Snider

Sworn to and subscribed in open Court
This 6th day of Oct. A.D. 1847
John Cassil, Clerk

Item 190
Affidavit of
Samuel Hepler
Hartman Chapman

The State of Ohio
Huron County } ss

Personally appeared in open Court Samuel Kepler & made oath that a short time since he was informed by Nahum L Broom that said Broom had the possession of the Tavern property in the Town of Ellwoodville Mortgaged by Norman Chipman to Peter Fox & was handled by Bill Webb the present Landlord with the rents & profits of said Tavern property

Samuel Kepler

Sworn to & subscribed in open Court 6th October 1847

John Cofsil, Clerk

Peter Jay
Proof of
Publication
Norman Chapman

Master's Sales!

PETER IGOU, vs. *Norman Chipman, et al.* } By virtue of an order to me directed from the Court of Common Pleas of Union county, Ohio, as Master Commissioner in Chancery, I will offer for sale at the door of the Court House in the town of Marysville, in said county of Union, on the 5th day of October, A.D., 1847, between the legal hours of 10 o'clock, A.M., and 4 o'clock, P. M., the following described Real Estate, to wit: In-Lot No. thirty-nine (39) and In-Lot No. thirty-eight (38) except twenty feet deep on the South side of said lot No. 38, situate in the town of Marysville aforesaid, and appraised at three thousand dollars.

JAMES TURNER,
Master Commissioner.

Sept. 1, 1847, n15w5n $2,50

State of Ohio Union County ss

J. B. Cole publisher of the Argus a News paper published in General Circulation in the County aforesaid makes oath and says that the notice hereto attached was published in said paper for more than thirty days consecutively immediately previous to the 5th day of Oct 1847

J. B. Cole

Sworn to & subscribed in open Court this 5 day of Oct 1847

John Copsil Clerk

Cole's fees $5. for Attendance

Chancery Case File

Case No. 1844-CH-0012

Chancery Case

1844-CH-0012

located with

Supreme Court Case

1844-SC-0005

Chancery Case

1844-CH-0013

located with

Supreme Court Case

1845-SC-0007

Chancery Case File

Case No. 1844-CH-0014

Chancery Case

1844-CH-0014

located with

Supreme Court Case

1845-SC-0006

Chancery Case File

Case No. 1844-CH-0015

Chancery Case

1844-CH-0015

located with

Supreme Court Case

1845-SC-0005

Chancery Case

1844-CH-0016

located with

Supreme Court Case

1845-SC-0004

Chancery Case File

Case No. 1844-CH-0017

File Box - 18

No. 44-CH-17

Union Common Pleas Court.

Jacob Easterday et al
Plaintiff,

AGAINST

Sally Bowersmith et al
Defendant.

NOV 1849

Decree for Plaintiff

Partition

Journal 4 Page 262

Record No. 6 Page 490

Ex. Doc. Page

Union Com. Pleas

Jacob Easterday & wife

vs } Petition for partition

Sally Bowersmith et al

Catharine and son
not heard

Filed May 15. 1844
John Cassel Clerk
Order for Martin Oct. Term 1844
Com.

Copied
By P B Cole their atty

Union Com Pleas

Jacob Easterday et al
vs
Sally Bowersmith et al

Order of Partition

NOV 1849

Filed Ac[illegible]
John Cook Clk

154.00
106.12
$47.88

Cost Bill made
Record

Recorded

NOV 1849

Easterday
Sally Bowersmith
David "
Mary "
Jacob
Jane
Lauer
Haney
Catharine

52 25
52 5
47 88
175 31
1 44
177 75

In obedience to the within Commands I have executed this writ by the oaths of the within named Wm B. Irvin, Absalom Liggett and James Thompson.

Fees - Mileage 40
Executing $1.00

Philip Snider Sheriff

Jacob Easterday & Wife vs Sally Bowersmith et al,

In the Case of partition by the Heirs of Isaac Bowersmith we the undersigned Commissioners Report that after being duly sworn as the law directs on actual view of the land discribed in sd writ we are of opinion that sd land is not susceptable of a fair & equal partition and we appraise sd land to be worth ten dollars and fifty cents per acre

as witness our hands this 8th day of October 1847.

William B. Brown
James Thompson } Commissioners
Absalom Ligget

fees in the above case

James Thompson one day		$1.00
Absolam Ligget " "		1.00
William B. Brown " "		1.00
		$3.00

Commissioners
Re Rent

The State of Ohio Union County ss

To the Sheriff of Said County Greeting;
We command you that without delay, by the oaths of W B Irwin A. Siggett, and James Thompson you Cause Partition to be made of the following lands ~~to wit~~ situate in the County of Union of Union Ohio. discribed as follows to wit. Survey No 2989. in the Virginia Military district bounded as follows. beginning at a white oak hickory and buckeye in the west of Vaughans survey No 2992. corner to Jacob Walfords land thence with said Walfords line N 80. W 72 poles to a hickory and elm corner to John Lukenbills land thence with said Lukenbills line S 9. E 74 poles to a sugartree thence N 80. E 14 poles to a plat white an elm and hickory thence south 9 E. 77½ poles to a stake in the line of Seldon's survey thence with said Seldon's line N 80. 59 poles to an ash and hickory in the west line of said Vaughans survey thence with his line N 9. W. 150 poles to the beginning containing sixty one and three quarter acres. except twenty acres off the above land which was sold to W Smart, and to the following persons and in the following proportions to wit, to Jacob Easterday and his said wife one equal ninth part. to Sally Bowersmith one equal ninth part. to the said David Bowersmith one equal ninth part. to the said Mary Bowersmith one equal ninth to Catherine Bowersmith one equal ninth part. to the said Jacob Bowersmith one equal ninth part. to said Sauer Bowersmith one equal ninth part. to the said Isaac Bowersmith one equal ninth part. to the said Nancy Bowersmith one equal ninth part. And that your proceeding in the premises you distinctly certify under your hand to our Court of Common Pleas within and for the said County of Union. together with this writ forthwith

Witness my hand and the seal of said Court at the Court House aforesaid this 7th Day of October AD 1847. John Cassil Clk

Filed april 19. 1849
James Kirkpatrick Clk

J. Easterday & Wife
vs
S Barnes Smith et al.

partition

Issue an order of sale in this case April 19/49

J Kirkade Jr Clerk

P Bleale
Atty for petitioner

Union Common Pleas

Jacob Castenday & Wife
vs
Sally Dorsey Smith
& others,

Order of Sale

Filed Nov 20. 1849
Jos. H. Mackey Clk

Sr Ven Jan 1849

P. B. Cole.

Received this writ September 6. 1849. In obidience to the within Command, I duly advertised the within described real estate for sale by publication in the Marysville Tribune a Newspaper published and in general circulation in Union County for at least 30 days previous to the day of sale. I afterwards - to wit: on the 20th day of October A.D. 1849. (it being the day I advertised the same to be sold) between the legal hours of ten O. clock A.M. and four O. clock P. M. offered said real estate for sale at the door of the Court House in the town of Marysville in said County, by public Auction and sold the same to Philander B. Cole at $7.00 per acre he being the highest and best bidder therefor and that being two thirds the appraised value thereof.

Fees -	advertising	25
	mileage	05
	Sr fee	3.50
	service	35
	Poundage	5.00

Philip Snider 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 April Term thereof A.D. 1848 in a certain Petition for Partition now pending in said Court wherein Jacob Easterday and wife is petitioners and Sally Bowersmith & others. are defendants, We Command you as we have heretofore commanded you. that without delay you proceede to sell at public Auction the lands and tenements in the said Petition described to wit, Situate in said County of Union part of Survey No 2989 in the Virginia Military district bounded as follows begining at a white Oak hickory and buckeye in the west of Croghans Survey No 2992 corner to Jacob Wolfords land; thence with said Wolfords line N. 80. West 72 poles to a hickory and Elm corner to John Sukenbills land; thence with said Sukenbills line S. 9. E. 74. poles to a sugartree. thence N. 80. E 14 poles to a post witness an Elm and hickory; thence South 9. E. 77½ poles to a stake in the line of Seldons Survey; thence with said Seldons line N. 80. 59 poles to an ash and hickory in the west line of said Croghans Survey; thence with his line N. 9 west 150 poles to the begining containing Sixty one and three quarter acres: except twenty acres of the above described land which was sold to Wm. Smart, And upon the following terms to wit, One half of the purchase money to be paid down, and the residue in one year with interest from date. the deferred payment to be secured by mortgage on the premises.

And 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 Kirkpatrick Clerk of said Court of Common Pleas. at Marysville the 6th day of September A.D. 1849.

James Kirkpatrick Clerk.

Served by copy of the within upon all of the defendants except Catharine in. May 1845

Hocking Ohio
Hocking Co } Lewis Jenkins being first duly sworn by me says that the above return of service is true Oct 30 1845. Lewis Jenkins

Sworn to and subscribed before me in open Court this 30th day of Oct. 1845
John Capsil, Clerk

Served by copy on the within defendant Catharine Brewer's mother August 25, 1847 Lewis Jenkins
Lewis Jenkins makes oath that the last return above is true
Sworn to & subscribed in open Court before me this 27th day of Sept. 1847
John Capsil, Clerk

J. Porterfield and Wife
Pet. } Notice in Partition
Sally Brewer Smith et al

Filed Oct. 30th 1845
John Capsil, Clerk

Sale Rec. Brewer Smith
Estate 33:44

Polly Bowersmith, Jacob, David, Mary, Catharine, Isaac, Lanier and Stanley Bowersmith children & heirs of Isaac Bowersmith dec'd — Will take Notice that petition was filed against them, on the 18th day of May 1844 in the Court of Common Pleas in and for the County of Union and State of Ohio, by Jacob Easterday and Margaret his wife (late Margaret Bowersmith) and is now pending wherein the said Jacob Easterday and the said Margaret his wife demand partition of the following real estate, viz: Situate in the said County of Union and State aforesaid, part of Survey No 2989 in the Virginia Military District, beginning at a white oak hickory & hickory in the west line of Braugham's Survey No 2992 Corner to Jacob Wolford's land, thence with said Wolfords line N 80 west 72 poles to a hickory and elm — Corner to John Sunkenbill's land, thence with said Sunkenbills line S. 9 E 74 poles to a sugar tree, thence N. eighty east 14 poles a part witness an elm and hickory thence S. 9 E 77½ poles to a stake in the line of Selden's Survey — thence with said Selden's line N 80.59 poles to an ash & hickory in the west line of said Braugham's Survey, thence with his line N. 9 west 150 poles to the beginning containing forty one and 3/4 acres — of which the following was sold by the dec'd in his life time — to wit beginning at a white oak hickory and hickory in the W line of Braugham's Survey No 2992 S. E Corner to J Wolford's land, thence with the line of said Wolford's land, correcting the corner thence S. 81.35 West 72½ poles, to a stake thence S. 9 E 44 poles & 4 links to a stake witness two small hickories, thence N 81. 35 E 72½ poles to a stone in the line of said Braugham's Survey thence with his line correcting the corner thence N 9 W 44 poles & 4 links to the beginning, containing twenty acres of land, leaving forty one & three quarter acres for which partition is demanded. And that at the next term of said Court application will be made by said petitioners for an order that partition may be made by said Commissioners.

Jacob Easterday
Margaret Easterday
by their Atty, P B Colby

July 20, 1844.

Union Com Pleas

Jacob Gastedey Pltf's
vs
Sally Bonneamith Defs

Order of Sale

Filed June 28 1848
John Currie Clk

Received this writ May 18. 1848. In obidience to the within Comand I duly 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 27th day of June A.D. 1848 between the hours of ten O'clock A. M. and four O'clock P. M. offered said real estate for sale by public outcry at the door of the Court house in said County. Not sold for want of bidders.

Fees mileage 5
service 35
advertising 25
Sh fee $3.00

Philip Snider 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, made at the April term 1848, is truly taken and Copied from the Journal of said Court, to wit;

Jacob Easterday wife
vs
Sally Bowersmith et al

In Partition,

In this case neither of the parties electing to take said premises at the appraisement, it is ordered that the Sheriff of Union County proceed to sell said premises according to the form of the Statute in such case made and provided, and upon the following terms to wit, One half of the purchase money to be paid down, and the residue in one year, with interest from date, on the deferred payment to be secured by mortgage on the premises. and it is further ordered that the parties pay the costs of this application in proportion to their interest in said premises. it is also ordered that P. B. Cole, be allowed the sum of $15.00 as attorney fee in this case which is ordered to be paid within thirty days & in default thereof that execution issue therefor as at law,

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at Marysville this 17. Day of May AD 1848.

John Cassil clerk

Union Conn. Return

Jacob Cantenday Writ

vs

Daly, Bonnemitz & Bros

Order of Sale

Filed August 15. 1849

James Mitchell Clk

Received this writ July 9th 1849 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 for at least 30 days previous to the day of sale. in pursuance of said notice I afterwards. to wit: on the 14th day of August 1849 between the legal hours of ten O. clock A. M. and four O. clock A. M. I offered 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.

Fees. mileage 5

Service 35

advertising 25

Pr fee 3.50 = $4.15

Philip Snider 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 April Term thereof AD 1848. in a certain petition for partition now pending in said Court wherein Jacob Easterday & wife is petitioners and Sally Bowersmith et als. are defendants. We as we have heretofore commanded you, Command you, that without delay you proceed to sell at public auction. the lands and tenements in the said petition described to wit. situate in said County of Union part of Survey No 2989 in the Virginia Military district bounded as follows begining at a white Oak hickory and buckeye in the west of Croghan's Survey No 2992 corner to Jacob Wolfords land thence with said Wolfords line N. 80 West 72 poles to a hickory and Elm corner to John Lukenbills land. thence with said Lukenbills line S 9. E. 74 poles to a sugartree thence N. 80. E. 14 poles to a post witness an Elm and hickory thence South 9. E. 77½ poles to a stake in the line of Seldons survey. thence with said Seldons line N. 80. 59 poles to an Ash and hickory in the west line of said Croghan's Survey thence with his line N. 9. West 150 poles to the begining Containing. Sixty One and three quarter acres Except twenty acres of the above described land which was sold to Wm Smart.
And upon the following terms to wit. One half of the purchase Money to be paid down. and the residue in One year with interest from date. the deferred payments to be secured by mortgage on the premises,
And 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 Rinkade Clerk of said Court of Common Pleas at Marysville this 19th day of July AD 1849.

James Rinkade Clerk

Filed July 6, 1849
J Kirkpatrick clerk

J Easterday
vs
S Bunnelsmith
& al.

Order of Sale

Issue an order of sale in this case
July 6 1849

J. Kunkendall Jr. Clerk

P Blair
Atty for Pltff.

Jacob Easterday & Wife
vs
Sally Bowersmith et al

Clerk fee		12.62
Sheriff	Robin	7.6
"	Sneden	9.44
Printer	Cole	10.00
"	Hamilton	3.50
Com.	J. Thompson	1.00
	A. Liggit	1.00
	W. B. Irvin	1.00
		$ 34.52
Atty fee		15.00
9)		$ 54.52
		6.05

Filed aug 30. 1849
J Kinkade for AR

J. Easterday
vs
S. Bunnersmith } In Partition

Issue an order of sale in this case August 24. 1849

P. B. Doyle Atty.
for Petitioner

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

Your petitioners Jacob Easterday and Margaret Easterday (late Margaret Bower Smith) wife of the said Jacob Easterday, of the County of Champaign & State of Ohio, represent to the Court, that Isaac Bower Smith late this county deceased, died in the month of March 1840. Seized in fee simple of the following described land situate in said County, to wit. part of Survey No. 2989 in the Virginia Military district bounded as follows beginning at a white oak hickory and hickory, in the west of Craughan's Survey. No 2992 Corner to Jacob Wolford's land, thence with said Wolford's line. N 80 west 92 poles to a hickory, and Elm, Corner to ~~Jacob Wolfords~~ John Lukenbill's land, thence with said Lukenbill's line S. 9 E 74 poles to a Sugar tree, thence N 80 E 14 poles to a post, witness an elm and hickory, thence South 9 E 77¼ poles to a stake in the line of Seldon's Survey, thence with said Seldons line N. 80. 85 poles to an ash and hickory, in the west line of said Craughan's Survey, thence with his line N, 9 west 150. poles to the beginning. Containing Sixty one and three quater acres.— Your petitioners further represent, that the said Isaac, in his life time had sold, ~~and de~~ to one Wm Smart. and received his pay in full, twenty acres of the above land, which is described as follows— but for which the said Smart ~~and~~ has not received any deed, to wit. beginning at a white oak hickory ~~and~~ hickory, in the west line of Craughan's Survey No 2992, South easterly Corner to Jacob Wolford's land, thence with line of said Wolford. Connecting the Course, thereof, S 81° 35 W 72¼ poles to a Stake, thence S. 9° E 44 poles & four links, to a stake witness two small hickories, thence North 81 35 E 77¼ poles to a ~~stake~~ in the line of said Craughan's Survey. thence with his line Connecting the Course thereof N 9 West 44 and 4 links to the beginning, Leaving forty one and three quarter acres, belonging ~~to the~~ said

to the said Isaac Bowersmith at his decease,
— Your petitioners further represent that the said Isaac
left no widow but the following children and heirs
who are entitled to share, and share ~~ok~~ alike — in said
land, to wit your petitioner Margaret Saterday, who
is of age of majority — Sally Bowersmith who resides in
in this County and is of age of majority, ~~Jacob~~ David Bowers
Smith who resides in Franklin County, and State of Ohio.
aged about seventeen years, Mary Bowersmith aged
about 18 years Jacob aged about ~~fourteen~~ fourteen years.
Isaac aged about 7 years, James aged about
five years — Nancy ~~about~~ aged about nine years
~~All~~ residing in the County of Knox State of Ohio, and
Catharine aged about Eleven years, who lives in
the County of Knox and State aforesaid, =

Your petitioners pray that the above named heirs of
Isaac Bowersmith may be made defendants
to this petition = and that partition may be made
of said premises, — and that one ninth part of said premises being
in the same, may be set off, to them, in severalty, 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.

P. B. Cole Sol. for
Petitioners

Jacob Bowersmith & wife
by
Sally Bowersmith
et al

Answer of
Guardian ad litem

Jacob Easterday & wife
vs
Sally Bowersmith et al

Partition

And the said David Bowersmith, ~~Mary~~ ~~Bowersmith~~ Jacob Bowersmith, Isaac Bowersmith, Nancy Bowersmith & Catharine Bowersmith by George L. Witter their guardian ad litem now come and for answer to the said Bill of the said Jacob Easterday and Margaret his wife say that ~~they~~ they cannot gainsay the matters therein alleged. George L. Witter, their Guardian ad litem

J Cottrell & Wife
vs. } partition
} Sale
S Brunenkuth Et. al

Proof Publication

Pr. fee $3.50
12
probate —
3.62

JACOB EASTERDAY & WIFE vs. Sally Bowersmith, et als.—By virtue of an order to me directed from the Court of Common Pleas of UnionCounty Ohio, I will offer for sale at the door of the Court House in said county, on the 20th day of October, A. D. 1849, between the legal hours of 10 o'clock A. M. and 4 o'clock P. M., the following lands situated in the county of Union, Ohio, described as follows, to wit: Survey No. 2989, in the Virginia Military District, bounded as follows; beginnig at a whitoak, hickory and buckeye, in the west of Croughan's survey No, 2992, coner to Jacob Wolford's land, thence with said Wolford's line N 80 W 72 poles to a hickory & elm, corner to John Lukenbill's land; thence with said Lukenbill's line S 9 E 74 poles to a sugartree; thence N 80 E 14 poles to a post witness, an elm and hickory; thence S 9 E 77½ poles to a stake in the line of Seldon's line N 80 W 59 poles to an ash and hickory in the west line of said Croughan's survey; thence with his line N 9 W150 poles to the beginning, containing 61¾ acres, except twenty acres off the above land which was sold to W. Smart.

Terms of sale: one half of the purchase money to be paid down, and the residue in one year with interest from date. The defered payment to be secured by mortgage on the premises. Appraised at $10.50 per acre.

PHILIP SNIDER, Sheriff.

Sep. 19, 1849. n1w5pt,3.50.

State of Ohio Union County ss

C. S. Hamilton Editor of the "Tribune" a weekly News paper published in said County makes oath that the notice hereto attached was published in said paper for thirty days consecutively ~~previous to the day of~~ commencing September 19th 1849 C. S. Hamilton

Sworn to & subscribed in open Court November 20 1849

James Turner J.P.

Union Com Pleas

Jacob Cassinger Pltf
vs
Sally Brennemith Defs

Order of Sale

Filed May 29. 1849
A. Kirkpatrick Clerk

Received this Writ April 20. 1849. Advertised the within described real estate for sale by publication in the Argus a newspaper published and in general circulation in Union County for at least thirty days previous to the day of sale. in pursuance of said notice I afterwards to wit: on the 29th day of May 1849 between the legal hours offered said real estate for sale by public outcry at the door of the Court House in said County and not sold for want of bidders

Fees = mileage 5
advertising 25
Service 35
Pr fees 3.50 = $4.10
Philip Snider 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 April Term thereof A.D. 1848 in a certain Petition for Partition now Pending in said Court, wherein Jacob Easterday & wife is Petitioners and Sally Bowersmith et. al., 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, Situate in said County of Union, part of Survey No. 2989, in the Virginia military district bounded as follows, begining at a White Oak hickory and buckeye in the west of Croughan's Survey No 2992, Corner to Jacob Wolfords land thence with said Wolfords line N 80, west 72 poles to a hickory, and Elm corner to John Sutenbills land thence with said Sutenbills ~~land~~ line S. 9. E. 74. poles to a Sugartree, thence N. 80. E 14. poles to a post witness an Elm and hickory thence South 9. E 77½ poles to a stake in the line of Seldon's Survey, thence with said Seldon's line N. 80. 59 poles to an Ash and hickory in the west line of said Croughan's Survey thence with his line N. 9. west 150 poles to the begining, containing Sixty One and three quarter acres, Except twenty acres of the above described land which was sold to Wm Smart.

And upon the following terms to wit, One half of the purchase money to be paid down, and the residue in One year, ~~from the day of sale~~ with interest from date, the deferred payment to be secured by Mortgage on the premises.

And 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 Kirkpatrick Clerk of said Court of Common Pleas, at Marysville this 20th day of April A.D. 1849.

James Kirkpatrick Clerk

File Box

No. 49-CV-81

CLERK'S OFFICE
UNION COUNTY, OHIO

Eastlick — Plaintiff

vs.

Bonnesmith — Defendant

Received papers in the above entitled Case

Date Received	Date Returned	NAME
1/2 1 1941	Bond	
	Nov. 1849	
	March 4	Pg. 262

Don't take this Card away. Leave in Filing Box.

Chancery Case File

Case No. 1844-CH-0018

No. 44-CH-18

Union Common Pleas Court.

Sol Sogar Plaintiff,

AGAINST

Lyne Starling Defendant.

MAY TERM 1845

Injunction

JUDGMENT VS DEFENDANT

Journal 3 Page 294

Record No. No Record Page

Ex. Doc. Page

In Union Com Pleas

Solomon Sager

vs

Lyne Sterling &
W. W. Steele

Chancery
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 $60.00 dollars, conditioned for payment of all costs in case of dismissal,

Silas. G. Strong
Assocate Judge

July 25th 1844

Filed July 25. 1844
John Cassil Clerk

Cost bill made
C W Allison atty for
complt

Copied

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

Humbly complaining Your Orator, Solomon Sager, of the County of Union aforesaid, respectfully represents and states to the Court, that on the 6th day of December A.D. 1842, he purchased by title bond, of one Lyne Sterling, of the county of Franklin (whom your Orator prays may be made a defendant to this Bill) the following tract or parcel of land, "situate in the County of Union, Ohio, To wit, Lot No. 3 (three) in survey No. 2671 in the name of R. Stephenson, bounded as follows, Begining at two white oaks, 2 sugars & Hickory upper corner to the Wm Robinson Lot - thence N. 54° E 260 poles to a hickory & ash back corner to Wm Robinson - thence N. 36 W 84 poles to 2 elms & sugar thence S 54° W 34 poles to 2 sugars - thence S 36 E 11 poles to 2 hickorys & a beach - thence S 54° W 327 poles to a stake in the centre of Darby Creek, witness 3 ashes & a buckeye - thence down the creek with the meanders thereof to the begining containing one hundred and fifty acres more or less."

Your Orator further states, that the greater portion of the original consideration or purchase money is not yet due, the last installment not being due until the 1st day of February 1846.

Your Orator further states that said title bond has no condition therein expressed, by which said land or the possession thereof is forfeited upon the non payment of either of the several installments, the said land not being forfeited therefore until the last installment is due, and a failure to pay the same upon the part of your Orator, all which will more fully appear, reference being had to said title bond.

Your Orator further states that notwithstanding said title Bond contains no such condition of defeasance

the said Lyne Starling on the 5th day of April A.D. 1844 caused a copy of a declaration in Ejectment to be served upon your Orator - and at the April Term 1844 of this Court, caused a judgment to be entered on the said proceedings in ejectment, against your Orator by default,

Your Orator further states that on the first day of said April Term of this Court, your Orator gave his attendance and employed, an attorney of this Court who resides in another County, to defend against said proceedings in ejectment, - that your Orator was advised it was not necessary for him (your Orator) to give further attendance to said Court until the next succeeding term thereof, and in consequence thereof, and of his further presence being attended with great inconvenience and expence, to him (your Orator) he departed the Court, - that his said attorney neglected to file a consent rule, in consequence of which, and during the absence of his said attorney (as he is informed) the said Lyne Starling caused judgment to be entered as aforesaid, your Orator thereby not having the privilege, which otherwise he would have had, in paying the installments that were then due upon said title Bond, and that your Orator was not advised of the said judgment until the time allowed for an appeal had expired,

Your Orator further states, that the said Lyne Starling has caused a writ to issue for the possession of the said land, which writ is now in the hands of William W. Steele (whom your orator prays may likewise be made a defendant to this Bill) Sheriff of Union County.

Your Orator further states, that promissory notes were executed by your Orator for the payment of the several intellments (under said title Bond) with interest from date.- That said Starling still holds said promisso = ry notes drawing interest as aforesaid, and and now seeks for the possession of said land also contrary to equity and fair dealing between man and man.

In tender consideration whereof, and in asmuch as your Orator has no remedy by the strict rules of law. Your Orator prays that said defendants may be compelled to answer all and singular the premises herein contained, the same as though put by specific interogatories, that said Steele be enjoined from any further proceedings under said writ, and said Starling under said judgment in ejectment, and that your Orator may have such other and further relief in the premises, as equity and good conscienc may require.

By C W Allison his Atty Solomon Sager

The State of Ohio, Union County SS.

I, Solomon Sager 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. Solomon Sager

Sworn to and subscribed before me this 25th day of July A.D. 1844 James Turner J P

Union Common Pleas

Solomon Sager
vs
Lynn Sterling

Bond

Filed July 26. 1844
John Cassil Clerk

Know all men by these presents: that we Solomon Sager, John Sager are held and firmly bound unto Lyne Starling in the penal 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 25th day of July A.D. 1844.

The condition of the above obligation is such, that whereas the above named Solomon Sager, has obtained an allowance of an injunction from Silas G Strong, an associate Judge of the court of Common Pleas, for the County of Union, Ohio, to stay all further proceedings upon a judgment in Ejectment, obtained in said Court of Common Pleas, by the said Lyne Starling, against the said Solomon Sager at the April Term thereof A.D. 1844, for the recovery of a certain tract of land, to wit, Lot No. 3 of Survey No. 2671, lying in said County of Union and containing 150 acres more or less, until the matter thereof can be heard in equity. Now if said Solomon Sager shall pay all costs that may be decreed against him, in case said injunction is dissolved ~~and dissolved~~, then this obligation shall be void, otherwise, in full force and virtue in law.

Solomon Sager Sr (Seal)
John Sager (Seal)

Approved, this 26th day of July A.D. 1844
John Carrel Clerk

Union Com Pleas

Solomon Sager

vs

Lyne Starling &

W. N. Steele

Injunction allowed &

bail given

Filed July 26. 1844

John Cassil

Clerk

I acknowledge service July 26. 1844

W. N. Steele

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Lyne Starling & Wm M 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 Solomon Sager

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 26th day of April A. D, 1844

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1844-CH-0019

No. 44-CH-19

Union Common Pleas Court.

Richard Patten
Plaintiff,

AGAINST

Samuel Perkins
Defendant.

AUG TERM, 1847

Settled

No Record.

Journal 4 Page 35

Record No. Page

Ex. Doc. Page

Richard Pattin
vs
Samuel Perkins
Eval

Bill in Chy

Filed July 31st 1844
John Cassil Clerk

Issue sub for
Depts

Rome & Dep
issued July 31st 1844
John Cassil sc

Copied

To the Hon. the Judges of the Court of Common Pleas within & for the County of Union and State of Ohio in Chancery sitting:-

Your Petitioner Richard Patton of the County of Shannon Ohio; respectfully represents; That on the 30th day of July 1824 he recovered a Judgment, which is not reversed satisfied or released; but in full force for the sum of Ninety nine Dollars and Ninety nine cents debt; and Eighty two cents costs; against Samuel Perkins, of the County of Union aforesaid, before J B W Hayne; Esq one of the Justices in & for said County That afterwards towit on the said 3rd day of July an Execution was issued upon said Judgment and returned by Constable, Endorsed: No goods or Chattles of Deft found whereon to levy to satisfy said writ That said Perkins has no personal property of any kind subject to Execution at law-

Your Petitioner further represents that sometime during the years 1888 or 1889 ~~he~~ one Peter Beam purchased of Williams & Hamilton of the County of Union ~~[illegible]~~ aforesaid the following described tract of land towit:- Fifty acres off of the North East Corner, of the following described premises viz: Begining at a maple ash and hickory in the old Indian boundary line North East Corner to William Pelhams Survey No. 6307 of 1200 acres Thence with the line of said Survey S 18° E 450 poles to two buckeyes and ash Southeasterly Corner to said Survey in the line of an other of said Pelhams Survey No. 6307 of 1200 acres. Thence with the line of the last named Survey N 72° E 440 poles to a sugar and hickory and red oak North East Corner to said Survey Thence with the line of said Pelhams Survey

No. 6307 of 880 acres N 10° W 70 poles to two
Buckeys North East corner to said Survey: Thence
with another line of said Survey of 880 acres N 80° E
about ten poles to a buckeye and an oak South
West corner to William Murdochs Survey No.
12654 Thence with the line of said Survey N 18° W
284 poles to an Elm and hornbeam North East
Corner to said Survey: Thence S 80 W 460 poles
to the place of beginning: and being the Survey No.
18449 - 13410 - 18526 - Situate on the waters of Fulton
& Rush Creeks in Claborn Township Union County
Ohio - Said tract sold as aforesaid to Joe Beam
being one hundred and fifty rods in length
East & West and extending South a sufficient distance to make fifty acres, That
said Hamilton sold said tract of land to Jo.
Beam for the sum of $300.00 and executed to
Jo. Beam his title bond conditioned to make a
deed therefor upon the payment of the purchase
money - That soon afterwards the said Beam
transferred his equitable interest in said
fifty acre tract to the said Samuel Perkins
by assignment of the said bond, and the said
Perkins agreed to pay the purchase money to
said Hamilton, which he did so as fast as
the ~~sum~~ same became due; until said
purchase money was fully paid off: and
he the said Perkins was entitled to a deed
for Jo. land in pursuance of the terms of Jo.
bond That said ~~Beam~~ Hamilton altho'
he has often promised to make said Perkins
a deed for said lands has hitherto wholly
neglected so to do; and the legal title to said
land still remains in said Hamilton
Your Petitioner further represents; That some
time during the year 1841 said Perkins pur=
chased of said Hamilton another tract of land

lying south of, and adjoining the said fifty acre lot being one hundred and sixty rods in length, east & west, extending south a sufficient distance to make thirty acres; and was to pay the said Hamilton therefor the sum of $180.00 which amt. with interest still remains due and unsatisfied. That said Hamilton still retains the legal interest in said thirty acre lot in himself, and has a lien upon said thirty acre tract of land for the amt. due him upon his purchase money from the said Robbins.

Your Petitioner further represents that the claim upon which said judgment was founded was a transcript of a judgment obtained before Centis Allen one of the Justices of the peace within & for the County of Maine aforesaid; which last mentd judgment was rendered against your Petitioner as the security of Ld Robbins upon a joint & several note given in the month of June 1843 to one Engle, ~~[illegible]~~ payable to Engle or order, and transferred by indorsement before due. That after said note had been given as aforesaid, said Robbins made frequent declarations that he never intended to pay any part of it: that he would lie his property in such way that no part of said note could be collected from him — that during the month of July 1844 the said Robbins made fraudulent transfers of all his personal property to Robert Allen of the County of Union aforesaid who has smuggled the same away out of the County for the purpose of placing it beyond the reach of said Robbins creditors; and has actually absconded or made way with the same so that it cannot be found — That about the

same time to wit on the 1st of July 1848 the said Perkins made a fraudulent sale of his equitable interest in said fifty acre tract of land in the said thirty acre tract of land to the said Robert Coleman for the pretended consideration of about $80.00; Your Petitioner further represents that the said Coleman is not now; was not when said fraudulent sales were made; nor had he ever been before; or "has he been" at any time since, responsible for one dollar; but on the contrary thereof is; and always has been a shiftless insufficient "man" wholly without either money or credit; that the said Coleman has not; nor has any person for him paid the said Perkins any thing for said personal property or land. And Your Petitioner expressly charges that the sale of the said personal property and the sale of the said land by said Perkins to said Coleman as aforesaid were both made for the express purpose of wickedly wilfully & clandestinely avoiding the payment of said note; and thereby to cheat & defraud your Petitioner out of the amount of his said judgment. That said Perkins is still in possession of said lands. Your Petitioner further represents that there is due to the said Perkins from the estate of George Geiger dec'd. the sum of about fifty dollars. That Peter Beerbower of the county of Marion aforesaid is administrator of said estate; That a certificate transcript of the judgment obtained by your Petitioner against said Perkins is hereto annexed & made a part of this bill. That there is due from the said Perkins to your Petitioner upon said transcript & judgment the sum of

($101.42½) One hundred and one dollars & forty two & a half cents — that the said Perkins possess no property whereon an execution can be levied at law.

Your Petitioner therefore prays that the said Samuel Perkins; Robert Cobern; Williams & Hamilton, and Peter Beerbower may be made parties Defts to this bill; that the writ of Subpoena may issue and that the said Defts may be brought into Court and held to answer all and singular the matters & things set up in this bill as fully and as truly as though the same were herein again repeated, and they thereunto particularly interrogated; and more particularly that the said Cobern & the said Perkins may answer and say; when it was that the said personal property was transferred by Dd. Perkins to said Cobern, what the consideration was? how it arose? when it is due? what it is due in? & whether it has ever been paid? & whether the sale was not made for the purpose of defrauding creditors? and if it was not what it was for?

That the said Cobern & Perkins may further answer & say when it was that the said Perkins sold said equitable interest in said land to said Cobern? what the terms of sale were? how much the consideration was? what the purchase money is to be paid in? when it is to be paid? how it is to be paid? how it is secured; or to be secured? or if the purchase money or any part of it has been paid by Dd. Cobern to Dd. Perkins then that they may answer and say when it was paid?

how it was paid, what it was paid in, who he paid it to, where the said Robert procured the money or property to pay it with, and whether it is effected or intended. That the said Robert shall ever pay for, & take possession of said lands, and finally that they may answer and say whether the sale of said lands by Dr. Perkins to said Robert was not fraudulent & for the purpose of cheating your Petitioner out of his just due, and if it was not then what said sale was made for. That the said Hamilton may answer and state the amount of his claim upon the said thirty acre tract of land, and any other valid claims which he may possess & hold against Dr. land. And whether the legal title to said lands is not in him; and whether the Equitable does not belong to said Perkins. That the said Beerbower may answer and state the amt. in his hands, as admr. of the Estate of Dr. Geiger dec'd, due to said Perkins. That at the final hearing of this suit an account may be taken of the amt. due your Petitioner from the said Perkins; of the amt. due said Hamilton from the Dr. Perkins; and of the amt. due Dr. Perkins from said Beerbower. That the Dr. Perkins may be decreed to pay your Petitioner the amt. of his claim. That the amt. due from said Beerbower may be decreed to be paid to your Petitioner; that the sale from Dr. Perkins to said Robert of said lands may be de=

deemed fraudulent and void; that said ~~lands may be deemed to be sold~~ fifty acre tract and the said thirty acre tract of land may be deemed to be sold; and that the proceeds of the fifty acre tract of land, be applied to the payment of your Petitioners Claim; and that the proceeds of the thirty acre tract be applied first to the satisfaction of the said purchase lien and the balance to the satisfaction of your Petitioners Claim against the said Perkins. And your Petitioner further prays that such other and further relief may be granted in the premises as equity and good conscience may require.

Rowe & Dunn
Solts for Complt.

Richard Patton
vs
Samuel Perkins
Debt $99.99

J P fees Summons	.12½
Judg by Default	.12½
Issuing Execution	.25
Satisfaction	.10
This Transcript	31¼
	91¼
Court Cost	
Serving Sum: & Ret.	.27½
Execution & Ret.	.25
	52½

In this Case Suit, Brought To Recover the Amount of a Transcript & Note due From the said Perkins to said Patton Amount Claimd $99.99-

July 27th 1844 A Summons Issued and handed to E. Fisher Const. for appearance on the 30th Instant at 10 Oclock A M of said day.

July 27th 1844 The Constable Returned the Summons Served By Leaving an Attested Copy at the Residence of the Defendant Enoch Fisher Const his Cost .27½

July 30th 1844 10 Oclock A M. The Plaintiff by his Attorney attended Defendant faild to attend Thereon Judgement is hereby Rendered against The Defendant Samuel Perkins and Infavour of the Plaintiff Richard Patton for the Sum of Ninety Nine Dollars & Ninety Nine Cents Debt Sixty Two Cents Cost of Suit Attest J. H. W. Haynes J P.

July 30th 1844 Execution Issued and handed to E. Fisher Const.

The Execution Returned by the Constable no property Found whereon to Levy but it is Suspected that The Defendant is possessed of Real property

July 30th 1844 E. Fisher Const Court Cost .25

I do hereby Certify the above to be a True Copy of the proceedings had before me

July 30th A.D. 1844 J. H. W. Haynes J P

Recd the above fees in full

J. H. W. Haynes J P

in length East and West and Extending South a sufficient distance to make fifty acres after being duly sworn by said Master Commissioner and upon actual view we do appraise said Lands at six dollars per acre July 8th 1845

Samuel Graham (Seal)
Abraham Wiley (Seal)
Wm M Robinson (Seal)

Fees $1.50

Personally appeared Samuel Graham Abraham Wiley & William M Robinson and made oath to discharge the duties of appraisers of the within described premises impartially according to law and the best of their abilities

Given under my hand this 8th day of July AD 1845

James Lemmer Master
Commissioner of Union
County Ohio

I certify the within to be a true copy of the appraisement made in the within described premises Given under my hand this 14th day of July AD 1845

James Lemmer
Master Commissioner
Chancery

Richard Patten
vs
Appraisement
Samuel Perkins

Filed July 14th 1845
John Capitl Clerk

Richard Potter
vs
Samuel Perkins

We the under signed being Caled upon by James Downer Master Commissioner in chancery in and for Union County ohio to appraise the following Tract of land describe as follows to wit Fifty acres off the north East corner of the following described premises (viz) Besining at a maple ash and hickory in the old Indian Boundary line north east corner to William Pelhams Survey No 6307 of 1200 acres thence with the line of said Survey S 18 E 450 poles to two burooks and ash south easterly corner to said survey in the line of an other of said Pelhams Survey No 6307 of 1200 acres thence with the line of the last named Survey N 72 E 440 poles to a Sugar and hickory and red oak North East corner to said survey thence with the line of said Pelhams Survey No 6307 of 380 acres N 10 W 70 poles to two Buckeyes north east corner to said survey thence with an other line of said survey of 380 acres N 80 E about ten poles to a Buckeye and ash south west corner to William Murdocks Survey No 12654 thence with the line of said survey N 18 W 334 poles to an Elm and hom beam North East corner to said survey thence South 80 W 460 poles to the place of Besining and being survey No 13447. 13440. 13526. Situate on the waters of Fulons & Rush Creek in Claborn Township Union County ohio said fifty acres as aforesaid being 160 rods

~~Common Pleas~~ Union County Ohio Certify the foregoing a Correct Copy of the Journal Entry made at the may Term, AD 1845 of said Court, Witness my hand and Seal of Office, this 19. day of June AD 1845.

John Cassil Clerk

Received this writ June 19th 1845 according to the command of the within writ I proceded to have the with- described real estate appraised on the oath of Samuel Graham William H Robinson and Abraham Wiley said Land was appraiz at six dollers per acre advertised the same July 18th 1845 in the argus a paper published in said County for sale at the door of the court house in said County on 18th day of August 1845 between the Lesal Hours

Returned this writ by order of the Plaintiff without offering the premises for sale August 18th 1845

James Lyons
Master in Chancery

Union Comr Pleas

Richard Patton
vs
Ds. Chancery
Samuel Jenkins
Do. Master in Chancery

Service	35
Release	1.00
inquest	1.00
advertising	25
appraising fee	1.50
	$4.10
Printers fee	6.00
	$10.10

James Lyons
Master in Chancery

Filed Aug 18. 1845
John Cassil Clk

State of Ohio Union County ss.

Richard Patton
~
Samuel Perkins et als. } In Chancery.

This cause came on to be heard upon the bill of Complainant, Exhibits, & Testimony the Defendants Samuel Perkins. William Hamilton. Robert Osborn. & Peter Beerbower. Admr. &c. Still failing to appear plead Answer, or demur, to said bill and was argued by Counsel, On Consideration whereof it is ordered adjudged and decreed as follows, 1st That said Bill be taken as confessed against the said defendants
2nd That the said Samuel Perkins pay unto the said Complainant the sum of $106.42. and all his Costs in this suit
That the equity of said real estate in said Bill mentioned sold by said Hamilton to said Beam. in said Bill named and by said and by said Beam to said Perkins, is in said Perkins and that the legal interest therein is in the said Hamilton that the sale of said equity in said last mentioned land by said Perkins to said Osborn is frandulent and void And the Court further order and decree that the said Fifty acre tract of land in said Bill mentioned sold by said Hamilton to said Beam, and by said Beam to said Perkins as aforesaid be sold, And that the Master Commissioner proceed to Cause the said Fifty acres, in the Bill described, to be appraised, advertised, and sold at Public Auction as upon Execution at Law, And that the money arising from said sale be applied to the payment of the said $106.42 together with interest and the Costs of this suit And that the ballance if any be paid to said Perkins That if the Proceeds of the said sale is not sufficient to pay the said $106.42, together with the interest and costs thereon that Execution issue against the said Perkins at at Law, for the ballance thereof, - - -
I John Cassil Clerk of the Court of Common Pleas of

Union Com Pleas

R. Patter

~ Dec.

A. Perkins

Filed May 30. 1845
John Cassil Clk

Richard Patten
vs
Saml. Perkins et al } Decree in Ch

The Clk will issue an order to the Master Commissioner in this case — if not appealed —

Robt. J. Jeffer
Solr for Complt

May 30th/45

Min Comr Pleas

Richard Patter

vs/ Bond for Cost

Saml. Perkin

Filed May 28. 1845

John Cassil Clk

Know all men by these presents that we Richard Patten, B R Muffee, Thomas W. Powell and W W. Steele are held and firmly bound unto Samuel Perkins et al. in the Penalty of One hundred Dollars, To the payment of which well and truly to be made we bind ourselves Heirs Executors and Administrators firmly by these presents sealed and signed by us this 28th day of May AD 1845.

The Condition of this obligation is this. Whereas the above bound Richard Patten ~~has this day~~ on the 31st day of July AD 1844. sued in the Court of Common Pleas of Union County in Chancery - Samuel Perkins et als, Now if the said Richard does well and truly pay - all the costs that may be awarded against him by said Court, this obligation will be void otherwise to remain in full force & virtue

B. R. Muffee (Seal)
T. W. Powell (Seal)
W. W. Steele (Seal)

Union Com Pleas

Richard Patton
vs } Chancery
Wm Hamilton et al

I hereby acknowledge service of the within writ and enter my appearance for the defd Richard Patton vs Wm Hamilton et al
July 31. 1844.

P. Leestmeyer
Adm of the Estate
of Geo Geyer dec'd

Filed August 20th 1844
John Capell Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Marion GREETING:

We command you, that you summon William Hamilton Samuel Perkins, Robert Osborn & Peter Benbow admr &c

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 Richard Patton

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 31st day of July A. D, 1844

John Cassil Clerk of Com. Pleas.

Served by Certified copy on Mr Hamilton & Samuel Perkins, & by leaving at Samd Perkins a copy for Robt. Osborn, his ~~usual~~ place of residence, Peter O Leerhouse not found. July 31st 1844.

H. M. Steele Sheriff

Union Com Pleas

R. Patton
vs
Ann Hamilton et als

Serv — 95
Mile — 85
Copy'g — 30
2.10

Filed July 31st 1844
John Cassil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon William Hamilton, Samuel Perkins Robert Osborn & Peter Beerbower admrs &c

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 Richard Patten

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 31st day of July A. D, 1844

John Cassil Clerk of Com. Pleas.

R

128.09
111.00
239.09

128.09
15.00
1.29
20.00
23.00
187.38

67.77
15.00
1.29
20.00
23.00
127.06

67.77
111.00
178.77

128.09
69.72
197.80
21.25
176.61
22.90
199.51
13.00
212.51

6
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35
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90
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50

470
275

745

~~Feb 8~~

~~Feb 8~~

8
68
3
5

8
45
41
17
30
23

8
18

6 200 143 3/7
25
50

275

210
32
96
32

370

1010

1010
370
144
745

2269
281

2550

Richard Patten
vs
Saml. Perkins
et al

Secu in Union
Common Pleas

For Value received I do hereby assign the above Secu to Joseph Cameron & hereby authorize him to have and receive the same to his own use

R. Patten

Mr J. Cameron has the bond of course if the land is paid for you make a deed

Yours Respectly
Wm Clarence

Mr McHamilton

Sinde
Barnstable
Dniester
etc

Chancery Case File

Case No. 1844-CH-0020

No. 44-CH-20

Union Common Pleas Court.

Alex Burnside admr
Plaintiff,

AGAINST

Adison Osburn et al
Defendant.

JUL TERM. 1846

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 448

Record No. 4 Page 574

Ex. Doc. Page

said decedent, be made defendants to this petition; that the dower of the said Margaret W. Olmm widow of said decedent (now Margaret W. Cleveland) may be set off; and that your petitioner may be ordered to sell said real estate, &c. and such other relief, &c.

By Otway Curry
Sol. for Pet.

Alexander Dunlap
Adm. &c.
vs.
Petition to sell land.
The heirs of
Marcus A.
Olmm

Filed September 4th 1844
John Coffee
Clerk

Contribution made
to discount to be made

Paid

To the Court of Common Pleas of the County of Union, Ohio.

Your petitioner, Alexander Burnsides, administrator of the estate of Marcus L. Osborn deceased respectfully represents: That the total value of the personal estate and effects of said decedent is, as near as can be ascertained Three hundred and thirty nine dollars and sixty eight cents; which will more fully appear by the certificate of the Clerk of this Court, herewith filed, marked (A;) but not more than Two Hundred and sixty four dollars and sixty eight cents can be realized therefrom. That the amount of debts owing by the deceased, as nearly as they can now be ascertained amount to Three Hundred and Twenty one dollars and nine cents, and the amount of the charges of administration to Twenty Two Dollars and Twelve cents. The personal estate and effects are insufficient to pay the ~~debts~~ said debts.

The said deceased died seized in fee simple of the following real estate situate in the County of Union, Ohio, on the waters of Rush creek, described as follows, viz: Inlots, 8, 81, 2, 7, 15, 16, 17, 9, 14, 18, 25, 26, 30, 31, 32, 33, 35, 36, 39, 40, 43, & 44, ~~as the same are numbered~~ in the Town of Arbela, in the Township of Washington in said County, as the same are numbered on the Town plat of said Town, now of record in the office of the Recorder of said County.

The said decedent died, leaving Mary W. Osborn, his widow, who is entitled to dower in said premises, and who has since intermarried with Lias Cleveland.

The following persons are the heirs having the next estate of inheritance in the premises above described, from the said decedent, namely: Addison Osborn, Margaret Osborn, Octavia Osborn and Josiah Osborn, of Marion County, and Elizabeth Osborn of Logan County.

Your petitioner prays that the said ~~widow of the said~~ with the said Lias Cleveland Widow, now intermarried and the said Lias Cleveland, and the said persons above described and mentioned, having the next estate of inheritance in said premises, from

Chancery Case File

Case No. 1844-CH-0021

Chancery Case File

Case No. 1844-CH-0023

No. 44-CH-23

Union Common Pleas Court.

Clark & Martin
Plaintiff,

AGAINST

Thomas Reed & Wife
Defendant.

AUG TERM. 1841

Settled,

No Record.

Journal 4 Page 33

Record No. Page

Ex. Doc. Page

Union Com Pleas

Clark & Martin
vs
Thos Reed & Wife

Filed Oct 1st 1844
John Cassil, Clerk

To the Honorable the Judges of the Court of Com Pleas in and for the County of Union When in Chancery Sitting

Humbly Complaining Sheweth your Orators Angus Clark and Erastus Martin of the County of Champaign Ohio that heretofore to wit on the 12th day of October 1840 at the County of Union one Thomas Reed and Sarah his wife being in need of Money and being seized of the following described premises to wit Part of Survey No 2833 V M. land on Darbies Creek in this County agreed to convey the same to the said Clark and one Lewis Walburn by Mortgage to secure the repayment of one hundred and twenty dollars and 99/100 which they then and there did and the Money was loaned to them to be paid with interest in nine Months all of which with the Conditions will more fully appear by reference to the said Mortgage here with filed and prayed to be taken as a part of this bill

Your Orators further Shewes that the time has elapsed for payment and that a large amount of Principal and interest remain due your orators upon said Mortgage

Your Orators further Shew that the said Walburn assigned his interest therein to the said E. Martin

Your Orators therefore prays that an account may be taken of the Amount due on said Mortgage and that the same may be ordered to sale for the Payment thereof if not otherwise paid and as in duty bound your orators will ever pray &c

By Wm C Lawrence
Thos Sol

Issue a Subpoenae for Thos Reed and Sarah Reed to the Sheriff of this County returnable forthwith

by Wm C Lawrence
Sol

Union Com Pleas

Clark & Martin

vs

Thos Reed & Wife

Served by Certified Copies on the within Thos Reed & Wife Oct. 3d 1844. W. W. Steele Sheff

Serv 55
Mile 50
Copy's 20
$1.25

Filed Oct. 3d 1844
John Cassel Clk

211
5
21

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Thomas Reed and 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 Clark & Martin

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 second day of October A. D, 1844

John Cassil Clerk of Com. Pleas.

Thomas Reed
To Mortgage
Walburn & Clark

Filed & Recorded
Oct 18th 1843 8 o'clock
A M. in Vol 9
Pages 158 & 89

James Turner
Recorder

131 $70/100

Fee .38 paid

Clark & Martin
vs
Thos Reed & Wife

Filed Oct 1st 1844
John Cofoil
Clerk

Woodstock Oct 25
1843 For value received
assign all my right title
interest and claim to the
within mortgage to Cras
tus Martin for value re
ceived also a note of forty
five dollars eighty cts dated
the same day of the mortgage
against Thomas Reed named
in the mortgage his
William Riddell Louis X Walburn
mark

Know all men by these presents that we Thomas Reed & Sarah Reed wife of said Thomas Reed of Union County Ohio in consideration of the sum of One hundred and twenty dollars and ninety nine cents in hand paid by Lewis Walburn & Angus Clark of Champaign County Ohio have bargained and sold and do hereby bargain and sell & convey unto the said Lewis Walburn & Angus Clark their heirs and assigns forever the following premises situate in the County of Union in the State of Ohio being part of Survey No 2833 and being the same tract or parcel of land deeded by Thomas Dawson to Lewis Walburn containing about two acres of land To have and to hold said premises with the appurtenances unto the said Lewis Walburn & Angus Clark forever

Provided always and these presents are upon this condition that whereas said Thomas Reed hath executed to the said Lewis Walburn one note Forty six dollars & forty eight cents payable nine months from date and one note Angus Clark for Seventy four dollars and thirty one cents bearing even date herewith with interest from date of this Instrument

Now if the said Thomas Reed shall pay said several sums of money to said Lewis Walburn and Angus Clark or their assigns when the same shall respectively become due with the interest then these presents to be void otherwise to be and remain in full force

In testimony whereof the said Thomas Reed and Sarah Reed have hereunto set their hands and seals this 12th day of October in the year 1843 Executed in presence of Thomas Reed [Seal]

E M Crary S A Crary Sarah her + mark Reed [Seal]

State of Ohio Union County ss Before me E M Crary a Justice of the Peace in and for said County personally appeared the above named Thomas Reed and Sarah his wife and acknowledged the signing and sealing of the above ~~Instr~~ Mortgage to be their voluntary act and deed and the said Sarah being examined by me at the same time separate and apart from her said husband and the contents of said Mortgage made known to her by me she then declared that she did voluntarily sign seal and acknowledge the same and that she still satisfied therewith this 12th day of October 1843 E M Crary J.P.

Received this writ July 18th 1845 according to the command of the within writ I proceeded to have the within described real Estate appraised and on the 14th day of Aug. I sold to Frank E. W. Crary & Isaac Mc Seeg - said land was appraised at Four Hundred and Fifty Dollars, Advertised the same in the Democratic Pioneer & Paper published in said County for sale at the door of the Court House in said County on the 18th day of August 1845 between the Legal Hours - ~~Whereupon I sold~~ ~~the within described Real Estate for the sum of~~ ~~and received the money for the same and paid over to the plaintiff~~ Wm M. Robinson

J. Kerrigle

Union Common Pleas

A. Clark & C. Martin

vs

J. Reed & Wife

Order of sale

Inquest --	$1.00
Service --	55
Mileage --	50
Copy of aprmt --	20
Advertising --	25
	$2.30
Appraisers fees	1.50
Printers fee	3.00

Fees Aug 18. 1845

John Cassil Clk

advertised

Transfer into this Court to be applied to the payment of complainants said principal and interest and costs and this cause is continued

In testimony whereof I have hereunto set my hand and seal of office this 18th day of July A.D. 1845

John Cassil, Clerk

The State of Ohio Union County, ss.

I John Cofsil, 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 & Decree are truly taken and correctly copied from the journals of said Court, to wit; at the May term A. D. 1845, to wit

Wednesday May 28th 1845 = 2nd day

Angus Clark & C. Martin vs Thomas Reed & Wife } 2 Chancery.

56 Petition to foreclose Mortgage.

This case coming on to be heard upon the Bill and Exhibits, and the Defendants having failed to plead answer or demur to complainants said Bill the same is taken as confessed them and the Court do find that the equity of the case is with the complainants and that there is now due for principal and interest upon the said notes and Mortgage to the complainants the sum of one hundred and thirty one dollars $\frac{70}{100}$ and cents. The Court do therefore order adjudge and decree that the Defendants pay to the complainants within thirty days from the rising of this Court the said sum of one hundred and thirty one dollars and $\frac{70}{100}$ cents with interest from this day together with full costs in this case and that in default thereof that the Defendants be forever Barred of all right of redemption or claim of Dower in the said premises in the said Bill described and that an order of sale be directed to Wm M. Robinson, Special Master Commissioner for that purpose hereby appointed commanding him to cause said premises to be sold at public sale conducted in all things by the Statute regulating sales of real estate on execution and that he bring the money arising

Chancery Case File

Case No. 1844-CH-0024

No. 44-CH-24

Union Common Pleas Court.

Lawson Curtis,
Plaintiff,

AGAINST

John Milligan
Defendant.

JUN TERM. 1853

Dismissed

Journal 5 Page 230 231

No Record.

Record No. Page

Ex. Doc. A Page 360

Ch. 4

James Curtis

vs

John Milligan

Cert Bill made

C 10

Mon Com Pleas

Sanson Curtis
vs
John Milligan &
Wm Milligan
Bill to foreclose

On Demurrer

Filed Oct 1st 1844
John Barr Clerk

Copied
$1.20

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

Humbly Complaining Sheweth unto your Honors your Orator Lanson Curtis of the County of Franklin this State that heretofore to wit the day of one John Milligan of the County of Union and State of Ohio being seized in fee or pretending to be seized of the following described piece or parcel of land applyed to your Orator to borrow money that the said lands included about twenty five acres lying on Dallies Creek in Allen Township and described ~~as follows~~ and designated as set forth in the Copy herewith filed and Marked (A) and made a part of this bill to which reference is here had. That your orator loaned to the said Milligan the sum of two hundred & Eighteen $\frac{60}{100}$ dollars and took a deed from the him for the said lands ~~for~~ accompanied by a defeasance or condition which is that if the said sum of 218.$\frac{60}{100}$ should not be paid by the time the same should become due then the same should be of ~~the~~ your Orator. You Orator further charges that a large amount of principal and interest still remains due and unpaid and due your Orator upon said Mortgage You orator further charges that there has been two different executions one in favor of Burnham and one in favor of one Gooding issued from this court and levied upon said twenty five acres included with your Orators Mortgage which are of the full value of the said lands. You Orator further charges that there is no other property which belongs to ~~the~~ said Milligan liable to Execution and that the said Milligan lives upon and holds an equitable interest in an other piece of land adjoining the above and bounded as follows ~~for~~ (to wit) on the Western side by the aforesaid brack

on the South by Darby's Creek on the Eastern side by the land of Samuel Milligan on State Road and on the North by the line of Survey No

Your Orator further charges that the said John Milligan has paid up for the said last mentioned track but to prevent it from levy to pay honest debts delays to take a deed for the same to the fraud and prejudice of your orator and other creditors That the Legal title is in One William Milligan of the County of Logan this State Your Orator therefore prays that the said John & Wm Milligan may be made defendants that they may be compelled upon their Corporal Oaths complete answers to make the Alligations herein contained and that on final hearing Your Honors would order a Sale of the said Mortgaged premises and the Equity of the said John in the last mentioned track and that the proceeds may be applied to the payment of the Levies and Mortgage aforesaid and as in Duty bound Your Orator will ever pray &c

By Wm C. Lawrence
Sol for Compt

Issue
a Subpoena for John Milligan and Wm Milligan to the Sheriff of the County

Wm C. Lawrence

Cl K Com Pleas

Issue a alias Sub a directed as above

Wm C. Lawrence
atty for Compt

Curtis
to
Milligan

Elijah Curtis
vs
John Milligan

John Cassil	$6.58	paid
James Kirkpatrick	1.00	paid
James Lum	6.07	
Mr M Robinson	5.78	paid
Mr Stule	1.69	paid
P Smider	1.97	paid
Malin	1.12	
Mr J Cassil	4.26	paid
	28.37	

Union Com. Pleas

Lawson Curtis

vs

John & William Milligan

Served by certified
Copy on Jno. Milligan
Oct 3d 1844. Wm Milli-
-gan not found —
W. W. Steele Shff

Serv. .55
Mile .45
Copy .10
1.10

Filed Oct 3d 1844
John Cassil CR

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John Milligan & William Milligan

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 Lanson Curtis,

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 second day of October A. D, 1844

John Cassil Clerk of Com. Pleas.

Union Common Pleas

Lanson Curtis
vs
John Milligan &
Wm Milligan

Acknowledg Service
Wm Milligan

Served May 22nd 1845 by the within named William Milligans written acknowledgement

Service — $0 35
Milage — 50
$0 85

Wm M Robinson
Sheriff of U Co

Filed May 27th 1845
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 William Milligan

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 him by Lanson Curtis

and this he 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 May A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Cont Pleas.
Ransom Curtis
~
John Milligan et al

Order of Sale

Inquest — — —	$1-00
Copy of Appraisement & Serv —	30
Mileage — —	40
Service — — —	35
Advertising — — —	2 50
	23 55

Appraisers fees — $1-50

Wm M Robinson
Sheriff
Filed April 15 1846
John Cabell, Clerk
Advertiser

Received this writ Nov 28th A D 1845 - in obedience to the command of the within writ I had the within described Real Estate appraised by the oath of Lyman Wilber George Carpenter & Isaac McSumo at Twelve Dollars per acre advertised the same for sale on the 13th day of April 1846 at the door of the court in the Eglet a paper published in the County of Union and in General Circulation for more than Thirty days previous to the 13th day of April 1846 a copy of the appraisement filed in the Clerks office as the law requires — April 13th 1846 offered the within described Real Estate for sale not sold for want of bidders

Wm M Robinson Sheriff.

State of Ohio Union County ss

To the Sheriff of Said County Greeting

Lawson Curtis
—
John Milligan

The Parties submitted this cause to the Court on consideration whereof the, Demurrer is sustained and as to the residue of the matters in the Bill and Answer Contained the Court do find the Equity of the Case, with the Complainant, It is therefore ordered and Decreed, that the defendant, pay the Complainant, within Ten days the sum of Two hundred and fifty one dollars, and the costs herein Taxed, at dollars cents or in default thereof that the defendant be barred, and foreclosed of all equity of redemption in the premises in the Mortgage described and that the Sheriff proceed, to sell the premises in the Mortgage described as upon Executions at law, and bring the monies arising from the said Sale in Court at the next Term, Continued

Lawson Curtis
"
John Milligan

Chy. Oct. Term AD 1845.
Continued under former order.
The foregoing Entries are truly taken and copied from the Journals of said Court. Witness John Cassil clerk, of said Court at the Court House in Marysville this 25th day of Nov. AD 1845.

John Cassil Clerk

Union Common pleas

Lanson Curtis
vs.
John Milligan, et. al.

Demurer &
Answer.

Filed July 24th 1835
John Caput Clerk

Allison & Curry

The Demurrer of John Milligan, one of the Defendants to the Bill of Lanson Curtis.

And the said John Milligan, comes and demurs to that part of said Bill which seeks to subject the alleged equity of this Defendant in the land of William Milligan to the payment of the indebtedness charged in said Bill, and for cause of demurrer shows that the said Lanson Curtis, by the aforesaid part of the said Bill, has not made such a case as entitles him in a Court of Equity to any discovery from this Defendant, or relief against him; Wherefore, and for other good causes, the said John Milligan demurs to the aforesaid part of 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.

And as to the residue of said Bill, this Defendant, not waiving his said demurrer, but relying thereon, answers and says that he admits his indebtedness to the said Complainant, ~~to the amount~~ as charged in said Bill; and it is true that this Defendant was seized in fee of about Twenty four acres of land, lying on Darby Creek, in Allen Township; and to secure said indebtedness this Defendant executed to said Complainant a deed for said land, accompanied with a Defeasance or Condition in manner as is charged in said Bill. And this Defendant, further answering, says that it is true, as charged in said Bill, that there is a large amount of the principal and interest of said indebtedness still remaining due and unpaid. — And having thus fully answered the aforesaid part of said Bill, this Defendant prays to be hence dismissed.

John Milligan

Allison & Curry, Sol's. for Deft.

State of Ohio, Union County, SS.

I John Milligan, being duly sworn, depose and say that all the several matters and things stated in the foregoing answer are true in substance and in fact.

John Milligan

Sworn to and subscribed before me this 29th day of July 1845.

James B. Williamson J.P.

No. 44-CH-25

Union Common Pleas Court.

Jacob Bowersmith
Plaintiff,

AGAINST

John A Bryan et al
Defendant.

APR TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 90

Record No. 5 Page 197

Ex. Doc. Page

Jacob Bower Smith
vs } Bill in Chancery

Samuel Alldaw Et alt

Filed Oct 12. 1844
John Cassil Clerk

Pr ~~[illegible]~~ #300
say 19.45-27 $\frac{62}{\#362}$
Cost bill m[illegible]
[illegible]
Recorded

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

Humbly Complaining Sheweth unto your Honors your orator Jacob Bower Smith of the County and State aforesaid. that on or about the 12th day of Dec 1840. your orator sold to one Stephen Latimer the following described tracts of Land situate in said County of Union. the first described as follows, part of Survey No 2992 beginning at an iron wood and white oak. S & E Corner to Christian Byers. thence S 8 E 205 poles to a hickory and red oak S W corner to Asa Robinson thence S 8 W 80 poles to a maple S E Corner to Daniel Duvall's land thence N 8 W 205 poles to sugar tree ash and iron wood N E Corner to the McCawleys land thence N 8 E 80 poles to the place of beginning Containing 102 acres and 80 perches, The 2d tract is part of Survey No 2992 beginning at a small beech in the line of Leonard Turner thence N 8 E 83 poles to an Elm on the line of Jacob Bower Smith thence with said Bower Smith's line N 90 W 60 poles to two sugar trees Corner to J McCawleys land thence with said McCawley's line S 81 W 77 poles to two sugar trees in said Turners line, thence with his line S 80 E 50 poles to the beginning Containing 26 acres

The first of the two tracts of land above described your orator deeded to the said Latimer ~~by deed~~ on the 10th day of December 1840. and before your orator made a deed for the last tract ~~above~~ above described. the said Latimer sold both tracts to one John A Bryan, a balance of four hundred dollars being then due your orator from said Latimer as part of the purchase money of said tracts of Land. — your orator further represents that when said Sale from Latimer to said Bryan was made your orator then made a deed directly to said Bryan for the 2d tract above described, bearing date September 25th 1841. and took from said Bryan his note of hand ~~for~~ for four hundred dollars of the last mentioned date. ~~being for the balance~~

payable June 1st 1842, being for the balance of the purchase money of said lands. on which note the said Bryan has since paid only about one hundred dollars the balance with the interest remaining due and unpaid. which unpaid balance your orator claims as lien upon said tracts of land. your orator further represents that some time in June 1844. two executions issued from the Court of Common Pleas of Franklin County and State of Ohio against the said Bryan, one in favor of McIlvain Snider and Co. the other in favor of the Worcester Bank directed to the Sheriff of Union County Ohio. who by virtue of said executions proceeded to levy the afore on said tracts of land to satisfy the same on the day of June 1844. and said lands were regularly offered for sale by Wm W Stick Sheriff as aforesaid. but was not sold for want of bidders. ~~Ben~~ afterwards ~~in August 1844~~ on the 10th day of September 1844 said lands were again ~~offered~~ regularly offered for sale by said Sheriff to satisfy said judgements in favor of McIlvain Snider & Co & the Worcester Bank as aforesaid. - and were struck off to one Samuel McDaniel of Franklin Co. O. for the sum of $ which ~~is enough to discharge both of said judgements~~ your orator here charges that before said lands were levied on as aforesaid the said McIlvain Snider & Co & the Agent of the Worcester Bank had notice of your orators said lien on the lands aforesaid - your orator further represents that the said Samuel McDaniel also had notice of your orators said lien on said land. previous to his purchase of the same. - your orator further represents. that he is informed and believes that the money arising from the sale aforesaid of said lands. will be sufficient to satisfy both of said executions. and leave about four hundred dollars in the hands of the Sheriff aforesaid. — The prayer of your petitioner is that the said Samuel McDaniel William W Stick

sheriff aforesaid and the said John A Bryan be made defendants hereto. and that an account be taken of how much is yet due your orator for his principle and interest aforesaid - and that said Steele sheriff aforesaid be ordered to pay your orator what is justly due him on his claim aforesaid from the unappropriated money in his hands from the sale of said lands. if sufficient ~~should remain. and if~~ and if not sufficient, that he pay your orators said claim first from the proceeds of the sale of said lands - and ~~grant~~ 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. V. Beale Solfor
Compt.

The Clerk will issue a subpoena for the defendants
To John Cunil Clerk
Oct 12th 1844
Sub issued Oct 12, 1844

P. V. Beale Sol
for Compt.

Jacob Powers Smith
vs
John A Bryan Etal } Decree in Chy.

The clerk will issue an order of sale in this case

W J Carrol Clk

March 7 1847

P. W. Gleale
Atty for Compl't.

Marysville O. Dec. 16th 1848 Received of John Cassil late clerk fifty cents being my fee as appraiser of land in the case of Bowlesmith & Medary vs John A Bryan

Isaac Anderson

3) 450
6
2700
900
3600

2.25
4
900

400
6
2400
8
3200

11900
450
116.50

~~4300~~

400.00
3200
472.00
116
356.00

John A. Bryan
To
Bowie Smith
Dr

Prin + int
$366.00

Received on the within
one hundred dollars
Feby 1st 1843 J. Ridgway

I promise to pay Saml Bowersmith four hundred dollars by the first day of June next – Value recd.

Millcreek Township, Septemb. 25. 1811.

J. McBryan

Filed Aug 21st 1879
John Cassil Cl.

J A Bryan
vs

Jacob Bauersmith
et al

issue an order of sale
in this case

Aug. 21 1847

P J Bibb
Atty for Bauersmith

To J Carroll Clerk

Union Com Pleas

Jacob Bowersmith

vs

S Medary et al

Filed Feby 21st 1845
John Cassil Clk

Received on the within Oct 12 1844
P. W. Steele
Received on Sunday the day by certified copy November 13 1844
P. W. Steele

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Samuel Medary, Wm H Steele, & John A Bryan

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 Jacob Bowersmith

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 12th day of October A. D, 1844

John Cassil Clerk of Com. Pleas.

W. Kirtland
Appraiser's
Receipt.
,50

John A Bryan
vs
Jacob Bowersmith et al

Recd of John Cassil, Clerk fifty cents in full of my fees as appraiser in this case
Dec 26th 1848 William Buckland

Marysville O. June 30 1848 Recd. of John Cassil, Clerk fifty cents as appraiser in the case of Bryan vs Bowersmith & Medary, decided April term A. D. 1848 Christian Myers for John S Grant

Pr fee	$4.00
Service	35
Advertising	25
mileage	5
Poundage	24.36
	29.01

2000
400
36
2436

102.1
10.4

1020
5
255

10.50.50

733
25

366.5
1466

18325
8

184.0
101.50

12.3450

J. Bauersmitt
vs
S. Medary, et al

Filed Feb 28th 1835
John Caspil
Clerk

The State of Ohio, Union County, ss.

To the Sheriff of Franklin County, greeting

We command you, that you summon John A Bryan 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 him and others by Jacob Bowersmith, and this he shall in no wise omit, under the penalty of one thousand dollars; and have then there this writ.

Witness John Capsil, Clerk of our said Court, at the Court House in Marysville this 21st day of February A. D. 1845 John Capsil, Clerk of Com. Pleas U.C.O.

Fees
Writ $1.25
Ser. 35
Copy 20
$1.80

Served on the above named John A Bryan by leaving a Copy at his Residence Wm Domigan Shff
Feb 24 1845.
By I Graham Deputy

Dear Sir.

You will be so good as to serve the above by Copy, & return the original as soon as possible — You can manage to fold this paper, so as to send the same back by mail without extra postage

To the Sheriff of Franklin Co Ohio

Respectfully
P. B. Cole

Jacob Bonnesmith
vs
John A Bryan et al

Decree in Chancery

Issue an order of sale in this case Sept 8 1846

P B Cole Sol for pltffs

Filed Oct 9th 1787
John Lewis Clk

Medary
vs
Bryan et al
&c

In chy

Issue order of sale
returnable at next term.
Oct. 9 1847

Swayne & Bates attys
for [illegible]

July 28 1846 1st Day

Jacob ~~Bowers~~ Smith
vs
Saml Medary et al } Continued under former Order

I hereby certify that the foregoing entries are correctly copied from the Journal of the Court of Common Pleas Union County Ohio
Witness my hand and seal of office this 9th day of September A.D. 1846
John Capel Clerk

Union Common Pleas
Jacob Bowersmith
vs
Samuel Medary et al
Order of Sale

Service - - - - $0 35
Mileage - - - - 5
Advertising - - - - 25
65

Hezr McRobinson
Sheriff

Filed Oct. 15th 1846
John Capel Clerk

Advertised the within described Real Estate which is more particularly described in the Bill, in the Argus a newspaper published and in general circulation in Union County Ohio, having previously had the same appraised and returned a copy of the appraisement to the Clerks office as the Statute requires, for sale at the door of the Court House in Marysville in said County on the 14th day of Oct A.D. 1846 Between the hours of 10 o'clock A.M. & 4 o'clock P.M. offered the above described real Estate as above not sold for want of Bidders — Hezr McRobinson Sheriff

Advertised

State of Ohio Union County ss.

To the Sheriff of said County Greeting

Jacob Bowersmith
vs.
Samuel Medary } In Chancery

This Cause came on to be heard upon the Bill, answer of Samuel Medary the other Defendants still failing to appear; Plead answer, or Demur. to said Bill the Exhibits and Testimony and was Argued by Counsel and there upon the Court do order, that as to Defendants except Madery the said bill be taken for confessed, and the Court finding there is due from said Bryan to said Complainant the sum of $366. it being the ballance due of the Purchase Money of said Premises and that the Judgement in favor of the Bank of Wooster and McIlvain Snyder & Co now belong to said Medary and that there is due from said Bryan to said Medary on said Judgement in favor of the Bank of Wooster the sum of $2051.50 and $73.75 costs with interest from the 3d day of May A.D. 1842 and there is due from said Bryan to said Medary $771.13 and $12.84 Costs with interest from the 19th day of March A D 1840. on the Judgement in favor of McIlvain Snyder & Co they do order that said Bryan pay to said Bowersmith and Medary the said sums so found due within ten days from the rising of this Court and in default thereof that this Case be refered to the Sheriff of Union County to proceed and sell said premises as upon Executions at law and bring the money into Court and that he make return of his proceedings to the next Term of this Court to which time this cause is Continued

April 14th 1846 1st Day

Jacob Bowersmith
vs } Chancery
Samuel Medary et al } Continued under former order

Union Cont Pleas

Jacob Bowersmith

"

Samuel Medary

Order of Sale

Service	35
Fees	1-00
Mileage	60
Advertising	25
Copy of appr	20
	$2,40

appraisers fees - 1-50

print fees —

Wm M Robinson

Sheriff

Filed April 15th 1846

John Cofriel, Clerk

advertise

Received this writ Nov 25th 1846-

in conformity with the command of this writ I had the within described Real Estate appraised by the oath of Isaac anderson Alexander R Bowen & Jas A Smart free holders of union county at Fifteen dollars per acre and returned a copy of said appraisment to the Clerks office and advertised the same in the Eaglet a newspaper published and in general circulation in said county for sale at the door of the court house in said county on the 13th day of April 1846 between the Legal hours April 13th 1846- having advertised the within described Real Estate for more than 30 days - I offered the same for sale as the Law required and not sold for want of bidders —

Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of said County Greeting

Jacob Bowersmith } In Chancery.
Samuel Medary }

This cause came on to be heard upon the Bill, Answer of Samuel Medary the other Defendants still failing to appear, Plead, Answer, or Demur, to said Bill, the Exhibits and Testimony and was Argued by Counsel, and thereupon the Court do order, that as to Defendants except Medary the said Bill be taken for Confessed, and the Court finding there is due, from said Bryan to said Complainant the sum of $366, it being the ballance due of the Purchase Money of said Premises and that the Judgement in favor of the Bank of Wooster and McIlvain Snyder & Co now belong to said Medary, and that there is due from said Bryan to said Medary on said Judgement in favor of the Bank of Wooster the sum of $2051.50 and $73.75 costs with interest from the 3d day of May AD 1842 and there is due from said Bryan to said Medary $771.13 and $12.84 costs with interest from the 19th day of March AD 1840. on the Judgement in favor of McIlvain Snyder & Co they do order that said Bryan pay to said Bowersmith and Medary the said Sums, so found due, within Ten days from the rising of this Court and in default thereof that this Case be refered to the Sheriff of Union County to proceed and sell said Premises as upon Execution at law and bring the money into Court and that he make return of his Proceedings to the next Term of this Court, To which time this Cause is Continued.

The foregoing is a true copy of the Journal Entry made in this Case at the Oct Term 1845, of said Court Witness Joh Cassil Clerk of said Court at the Court House this 25th day of Nov 1845. Joh Cassil Clerk

Recd of John Carel Clerk Sixteen dollars on
printers fees in the case of John A Bryan vs
J Medary & Jacob Brown & Smith

July 25-1848.

P. B. Cole

Filed May 13th 1847
John Cassil Clerk

John A Bryan

Jacob Bauversmith et al

vs

~~Samuel Medary et al~~

Decree in Chancery

The Clerk will issue an order of sale in this case.

May 13 1847

To John Conrad Clerk

T. Bloole Atty

for Bauversmith

Filed Jany 12th 1847
John Cassil Clk

Bry in
vs
Brunerdmith Medary et al

Issue on order of sale in this Case
Jan 12 1848 To John Cook Clerk

P. T. Cole
Atty for Bowersmith

J. Bowersmith

vs

J. Mcdany et al

Answer of Mcdany

Filed & consd
Aug 19. 45

D Blevle
Atty for Compt

J & B

The Separate answer of Samuel Medary to the bill of complaint exhibited against him and others by Jacob Bonnesmith

This defendant for answer to so much of said bill as he is advised it is material for him to answer says - that the judgment in favor of the Bank of Wooster and the one in favor of McElrain Snyder & Co were as he is informed and believes rendered in Franklin County and executions issued as stated in said bill - and levied upon said premises -

~~Upon~~ This defendant further states that said two judgments now belong to this defendant and are wholly unsatisfied in whole or in part - That said land so levied upon as aforesaid was sold by the Sheriff of Union County to said Medary - and that said sale was set aside by the Com. Pleas of Franklin County when the execution was returned

As to the other matters and things set forth in said bill this defendant has no knowledge and having fully answered he prays to be hence dismissed with his reasonable cost

Swayne & Bell
Sol for Medary -

Jacob Bowersmith
vs
Samuel Mary et al
Order of Sale

Filed May 5. 1847
John Cogswell Clerk

Received this Writ March 11th 1847
In obedience to the within command I duly advertised the land in the bill described for sale by publication in the Argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of sale. I afterwards to wit on the 23rd day of April A.D. 1847 between the hours of ten O'clock A.M. and four O'clock P.M. in pursuance of said notice proceeded to to offer said real Estate for sale at public auction at the door of the court House in Marysville in said County. No sale for want of bidders.

Fees— advertising 25
Service 35
mileage 5 = 65
Printers Fee 4.00

Philip Snider Sheriff

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

Jacob Bowersmith } Oct. 29th 1845
vs
Samuel Medary } In Chancery
et als

This cause came on to be heard upon the Bill, answer of Samuel Medary, the other Defendants still failing to appear, plead, answer or demur, to said Bill, the Exhibits and Testimony and was argued by Counsel and thereupon the Court do order that as to Defendants except Madary the said bill be taken for confessed and the Court finding there is due from said Bryan to said complainant the sum of $366. it being the ballance due of the purchase money of said Premises and that the judgements in favor of the Bank of Wooster and McElvain Snider & Co. now belong to said Medary and that there is due from said Bryan to said Medary on said judgement in favor of the Bank of Wooster the sum of $2051.50 and $73,75 costs with interest from the 3rd day of May A.D. 1842. and there is due from said Bryan to said Medary $771..13 and $12,84 cents with interest from the 19th day of March A.D. 1840 on the judgement in favor of McElvain Snider & Co. they do order that said Bryan pay to said Bowersmith and Medary the said sums so found due within ten days from the rising of this Court and in default thereof that this case be refered to the Sheriff of Union County to proceed and sell said premises as upon Executions at law, and bring the money into Court and that he make return of his proceedings to the next term of this Court to which time this cause is continued

Jacob Bowersmith } April 14th 1846 1st day
vs
Samuel Medary et al } Chancery
Continued under former Order

Jacob Bowersmith
vs
Samuel Medary, et al.

July 28th 1846 – 1st day
Continued under former Order

John A. Bryan
vs
Jacob Bowersmith
& Samuel Medary

Oct. Term 1846 – 5th day
Bill of Review

This cause is continued, But as to the defendant Medary this cause is continued. But as to the said Bowersmith, the other defendant it is ordered that he have leave to proceed and sell the land to satisfy his decree. and it is further ordered that no part of the money arising from such sale shall be applied to the payment of the claim of said Medary until a further order of this Court

I hereby certify that the foregoing Decree & entries are correctly copied from the journals of the Court of Common Pleas Union County Ohio

Given under my hand and the seal of said Court, this 11th day of March A. D. 1847 John Cassil, Clerk

Chancery Case File

Case No. 1845-CH-0001

Chancery Case

1845-CH-0001

located with

Supreme Court Case

1845-SC-0002

Chancery Case File

Case No. 1845-CH-0002

No. 45-CH-2

Union Common Pleas Court.

Lucius Cross, Plaintiff,

AGAINST

Daniel Dusky Defendant.

MAY TERM, 1847

DECREE FOR PLAINTF

Journal 4 Page 14

Record No. 8 Page 60

Ex. Doc. Page

Union Com Pleas

Lucius Cross
vs
Daniel Dusky
et al

Bill to foreclose
Mortgage

Filed March 21
1845
John Cassil

Clerk

Cost bill man

Recorded

13 June 40 Lewis Cr

To the Honorable the Court of Common Pleas in and for the County of Union when in Chancery sitting Humbly Complaining Sheweth unto your Honors your Orator Lucius Cross that One Daniel Dusky of of the County of Lewis and State of Virginia being seized in fee of the lands herein after described and being in want of Money applyed to your orator and one Peter Lallance then of the County of Meigs and State of Ohio then constituting the firm of Lallance & Cross. ~~on the day of April~~ 1st, 1840 for the purpose of Borrowing money to meet his necessities that to secure the repayment to the said ~~firm~~ partners of the said firm the said Daniel Dusky executed his mortgage conveying the following discribed premises subject to the condition herein after mentioned Being a part of a survey for five hundred acres deeded by L Sullivant to M. Fast of Fayette Co Pennsylvania then to John Weaver then to John Brinker then to John Fry Beginning at an oak & Buckeye South west Corner to Parker's line and with the line of Mr Henson's S 83°30'E 200 poles to a Buckeyes S.E. Corner to said Henson thence S 7. W. 244 poles to a Beech & Elm thence N. 84 W 200. to Ash & Elm in the West line of said 517. acres thence N. 7 E. 247. poles to the Begining Containing 306 acres also one hundred acres Beginning at an ash and Elm S. W. Corner of said 306 acres thence with said line S84 E 200 poles to a Buckeye and Elm thence S. 7. W. 80. poles to Sugar trees and Hiccory S.E. to said 500 acres thence N 84 W. 200 poles to Beeches thence N. 7. E 80 poles to the beginning except 236 acres which had been Mortgaged to John Fry on the 7. June 1808 lying in the County of Union

That the said Partners advanced the sum of Seven hundred dollars to the said Daniel Dusky That soon after the said Partnership was disolved and the said Notes and Mortgage became and are the sole property of your Orator said notes were due one day after date and long since due

The condition is that if the said Seven Hundred Dollars should be paid according to said notes which said condition is now forfeited and a large amount of principal and interest remain due your Orator upon said Notes and Mortgage. Your Orator further shows that one George Dusky of the County of Meigs and State of ~~Virginia~~ Ohio pretends to own the said lands by a recent purchase from the said Daniel Dusky all of which said claim is to the prejudice and fraud of your Orators said Mortgage.

Your Orator therefore prays that the said Daniel Dusky & George Dusky may be made defendants to this his bill and that on final hearing your Honors would order an account to be taken upon your Orators said Mortgage and that the right of the said Duskys or either of them to the redemption may be forever foreclosed by the said sale thereof and the the proceeds applied to the payment of the principal and interest of the said Mortgage and that your Honors would grant other and further relief in the premises such as equity and good conscience will warrant and as in duty bound he will ever pray &c

By Wm C Lawrence
Sol for Lucius Cross

union common pleas

Lucius Cross

vs

Daniel George Duskey

Bond for Costs

security offered sept. 29th
but in consequence of
ill health bond not
filed sept. 30th 1835
John Capel Clerk

Know all men by these Presents that we Lucius Cross & are held and firmly bound to Daniel & George Dusky in the penal sum of fifty Dollars to the payment of which well and truly to be made we do hereby jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated this 30th day of Sept. A. D. 1845

The condition of the above obligation is such, that whereas at the August Term of the Court of Common Pleas within and for the County of Union and State of Ohio the above named Lucius Cross, was ruled to give security to the satisfaction of the Clerk for the payment of costs in a certain suit in said Court pending, wherein the said Lucius Cross is plaintiff & Daniel & George Dusky, Defendants.

Now if the said Lucius Cross shall pay the full amount of costs in said suit that shall be rendered against him by said Court then this obligation shall be void; otherwise in full force and virtue in law

W. Milch (Seal)

(Seal)

Lucius Cross vs Daniel Dusky et al

file	6	50	Sheriff	96 — Master in Chancery	235
Docket	6	125		Witness —	100
Ap	8	90		Justice	88
2 files	8	100		Printer	700 pd to Cole
1 Do.	4	50		Do.	400
Do	4	60		Sheriff	96
Do	6			Clerk	705
	10	475			
	50	230			
	6				
	12	705			
	50				
	60				
	230				2324

This amount was paid by Lucius Cross on the 22d day of December A.D. 1846

May 15th 1844 Additional costs due 14,02

150	175
460	100
16	100

626
675
1301

Lucius Crop
vs
Daniel Dusky
& George Dusky

Decree on Mortgage

Issue an order of Sale in this Case

January 4 1847

J. Blair Atty for Pltff

J. John Cassel Clerk
Union Com Pleas

Lucius Cross
vs Copy of appraisement

Daniel Duskey
George Duskey

Filed Oct. 2nd 1846
John Capel, Clerk

I certify the within to be a true copy of the appraisement
Sept 5th 1846 James Lunn Praser commissioner
Lucas County Ohio

Lucins Croft
vs
Daniel Duskey
George Duskey

We the undersigned being called upon by James Lworner Master commis=sioner in chancery in and for the County of Union Ohio to appraise the following Tract of Land described as follows to wit: Being apart of a survey for five hundred acres deeded by L. Sullivant to N. Fast then to John Weaver then to John Brinker then to John Fry Besining at an oak & Buckeye S. W. corner to Parkers line and with the line of Wm Benson's S 83° 30 E 200 poles to 3 Buckeyes S. E. corner to said Benson thence S 7° W 244 poles to a Beech & Elm thence N 84° W 200 poles to ash & Elm in the west line of said 317 acres thence N 7° E 247 poles to the Besining. Containing 306. acres
Also one hundred acres Besining at an ash and Elm S. W. corner to said 306 acres thence with said line S 84° E 200 poles to a Buckeye & Elm thence S 7° W 80 poles to two Sugar trees and Hickory S. E. to said 500 acres thence N 84° W 200 poles to Buches; thence N 7° E 80 poles to the Besining except 236 acres which have been mortgaged to John Fry on the 9th June 1838. Lying & being in the County of Union;
after being duly Sworn by said Master commissioner and upon actual view we do appraise said Lands at Nine dollars per acre September 8th 1846

Henry Tobey
Charles Morrow
Gregory Storms

Fees $1.50

The above named Henry Tobey Charles Morrow and Gregory Storms Personally appeared before me and made solemn oath to discharge the duties of appraising of the above described property impartially according to Law and the best of their abilities: Given under my hand this 8th day of September AD 1846

James Lworner
Master commissioner
Union County Ohio

Lucius Crass
vs
Daniel Dusky
& George Dusky

Proof of Publication

Filed May 4. 1847
John Cogbill Clerk

State of Ohio
Union County ss

Lucius Cross
vs.
Daniel Duskey
George Duskey

Master Com. Sale

Personally appeared in open Court P. B. Cole publisher of the Argus a news paper printed and in general circulation in said County and made solemn oath that the notice of sale in this case hereto attached was published in said paper for more than thirty days immediately previous to the 20th day of February A D 1847

P. B. Cole

Sworn to and Subscribed in open Court this 4th day of May 1847

Master's Sale!

LUCIUS CROSS, vs. DANIEL DUSKEY, GEORGE DUSKEY. } 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 Marysville in said county, on the 20th day of February, 1847, between the hours of 10 o'clock, A,M, and 4 o'clock, P,M, the following described Real Estate, to wit: Being a part of a survey for five hundred acres deeded by L Sullivant to N Fast, then to John Weaver, then to John Brinker, then to John Fry; beginning at an oak and buckeye s w corner to Parker's line, and with the line of Wm Henson s 83° 30 E 200 poles to 3 buckeyes S E corner to said Henson; thence s 70 w 244 poles to a beech and elm thence N 84 w 200 p. to ash & elm in the west line of said 517 acres; thence N 7 E 247 poles to the beginning, containing 306 acres.

Also, one hundred acres beginning at an ash and elm s w corner to said 306 acres; thence with said line s 84 E 200 poles to a buckye and elm; thence s 7 w 80 poles to two sugar trees and hickory s e to said 500 acres; thence N 84 w 200 poles to beeches; thence N 7 E 80 poles to the beginning, except 236 acres which have been mortgaged to John Fry on the 7th June, 1838, lying and being in the connty of Union; appraised at five dollars per acre. JAMES TURNER,

Master in Chancery.

January 13, 1847. n35w5

Union Com Pleas

Cross
vs
Anskys

Proof of Publication filed

Filed May 22d 1865
John Cassil, Clk

Where he intends to accommodate all those who may call upon him, as cheap and with as much pleasure as can be expected. The subscriber will also keep on hand Boots and Shoes ready made, which can be had as low as he can possibly afford.

I work for those that pay me best,
And when I've time I'll serve the rest.

R. M. HOLCOMB.

Marysville, Sep. 21 no 20 tf.

☞ Music is the food of love, but it takes something more substantial for matrimony.

Lucius Cross
vs
Daniel Dusky and
George Dusky

Union Com Pleas
for May term AD 1845
In Chancery
To foreclose Mortgage

State of Ohio
Union County ss

Personally appeared
before me John Cassil
Clerk of said Court
David W. English
ns and Union County Advertiser
- says that the appended Notice
oo seven successive weeks in
o a weekly newspaper published
ion) prior to the commencement

further saith not
D. W. English.

D.

Subscribed this 22d day of
John Cassil, Clerk

Union Common Pleas

For May Term, A. D., 1845.

IN CHANCERY—TO FORECLOSE MORTGAGE.

Lucius Cross vs. Daniel Dusky and George Dusky.

THE Defendants will take notice that the Complainant has filed his bill in the said Court, charging among other things, that in the year 1840, Daniel Dusky being seized in fee of the following premises, subject to the condition hereinafter mentioned, being a part of a Survey for five hundred acres deeded by L. Sullivant to N. Fast, of Fayette county, Pennsylvania, then to John Weaver, then to John Brinker, then to John Fry, beginning at an oak and buckeye Southwest corner to Parker's line and with the line of William Henson's South 83° 30' East 200 poles to three buckeyes Southeast corner to said Henson; thence South 7° West 244 poles to a beach and elm; thence North 84° West 200 poles to an ash and elm in the West line of said 517 acre ; thence North 7° East 247 poles to the beginning containing 306 acres.—Also, one hundred acres beginning at an ash and elm Southwest corner of said 306 acres; thence with said line South 84° East 200 poles to a buckeye and elm; thence South 7° West 80 poles to a sugartree and hickory South East to said 500 acres; thence North 84° West 200 poles to Beeches; thence N. 7° East 80 poles to the beginning except 236 acres which had been mortgaged to John Fry on the 7th of June, 1838, mortgaged the same to Lucius Gross and Peter Lallance by the name of the firm of Lallance & Cross for seven hundred dollars by them advanced, and payable one day after date; that the same is now the sole property of the said Lucius Cross, and that the payment has been delayed and the condition in the mortgage forfeited. And that by some pretended sale George Dusky now claims the said mortgaged premises in prejudice and fraud of the complainant's said mortgage. And prays an account to be taken for principal and interest, and a sale of the said premises to discharge the same.

The Defendants can therefore govern themselves accordingly.

WM. C. LAWRENCE,
Sol. for LUCIUS CROSS.

Attest J. CASSIL, Clerk.

March 21, 1845. no46-7w

Union Com Pleas
for May term AD 1845
In Chancery
To foreclose Mortgage

tle of Ohio }
ion County } ss

Personally appeared
before me John Cassie
Clerk of said Court
David W. English
Printer of the Argus and Union County Advertiser
Who being duly sworn says that the appended Notice
appeared regularly for seven successive weeks in
the said Argus (being a weekly newspaper published
in the County of Union) prior to the commencement
of this suit

And further saith not
D. W. English.

Printers fee $. 7.00.
Sworn to and subscribed this 22d day of
May 1845 John Cassie, Clerk

Boot & Shoe

their November term, 1842, we will offer for sale at the door of the Court House in Marysville in said county, on Saturday the 12th day of April, 1845, between the hours of 10 o'clock, A. M. and 4 o'clock, P. M., the following described real estate, belonging to the estate of Calvin Winget, late of said county, deceased, to wit: In Lot No. (40) Forty, situate in said town of Marysville. Said Lot will be sold subject to the right of dower of Cynthia Winget, widow. TERMS:—One-third cash in hand; one-third in one year, from day of sale; and the balance in two years from the sale—the deferred payments to be secured according to law.

CYPRIAN LEE,
OTWAY CURRY,
Administrators of the estate of Calvin Winget, deceased.

March 15, 1845. no4t-5w

Received this writ January 1st 1847
and by virtue of the command thereof I did
proceed ~~the~~ advertise the Land described in
the original bill for sale and having duly
advertised the said Land for sale by publication
in the Argus a newspaper of General circulation
in the County of union for thirty days previous
to the day of sale I afterwards to wit on the
20th day of February 1847 in pursuance of
said Notice proceeded to offer said Land
for sale at public auction at the door of the
court house in said union County and
the same was then & there sold & Struck off
to Lucius Cross at & for the sum of three
dollars thirty three & one third cts per acre
he being the highest and best bidder & that
being two thirds the appraised value
Feb 20th 1847

James Turner
Master Commission
Union County Ohio

Union County Ohio
Lucius Cross
vs
Daniel Gray Decree

Order of Sale

Received this writ
January 1st 1847
Service — 35
advertising — 25
Printing fee — 4.00
$4.60

Feb 20th 1847
James Turner
Master Commission
Union Co Ohio

Filed March 15th 1847
John Cofer Clerk

The State of Ohio Union County, ss.

I John Capsil Clerk of the Court of Common Pleas Union County, Ohio, do hereby certify that the following entry is correctly copied from the journals of said Court, to wit: July 30th 1846

Lucius Crass vs Daniel Dusky & George Dusky } Bill to foreclose Mortgage

This case coms on to be heard upon the Bill of complainant and answer of George Dusky, testimony, and exhibits, and the said Daniel Dusky still failing to plead answer or otherwise Defend, it is ordered that the said Bill as to the said Daniel Dusky be taken as for confessed and was argued by Counsel whereupon the Court do find that the equity of the case is with the complainant, and do further find that there remains due the said Complainant from the said Daniel Dusky upon his note & Mortgage in the Bill described the sum of eight hundred and three dollars and ninety three cents for his principal & interest thereon it is therefore ordered and decreed that the said Daniel Dusky within ten days from the rising of this Court the said sum of eight hundred and three dollars and ninety three cents his principal and interest found as aforesaid and in default of such payment as aforesaid that the said Daniel Dusky be forever barred and the equity of redemption foreclosed and the Court do further order that in default of such payment this case be refered to James Turner Master Commissioner who is hereby ordered that he proceed and sell the lands in the Bill described upon the notice and under the law regulating the sale of real estate upon executions at law and that he apply the monies arising therefrom first to the payment of the costs herein and that he bring the balance to be applied to the payment of this Decree, into this Court and this cause is continued

Notice of appeal by Defendants

Oct. Term A.D. 1846 } Lucius Crass vs Daniel & George Dusky } Ctg. Continued under former order

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 1st day of Jan. A.D. 1847

John Capsil, Clerk

first to the payment of the costs herein and that he bring the balance to be applyed to the payment of this decree into this court and this case is continued

Notice of appeal by Defendants

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this 3d day of Sept. A. D. 1846 John Caffee Clerk

Received this writ Sept 3rd 1846 proceed to have the lands described in the Bill Referred to in this writ appraised by the oaths of Henry Loby Charles Morrow & Gregory Storms at five dollars per acre on the 8th day of Sept 1846. Sept 9th 1846 advertised said Lands to be sold at the door of the Court house in Union County on the 14th day of Oct 1846 and the same having been advertised in the Argus a newspaper of general circulation in Union County proceed to offer said lands for sale at the door of the court house in Marysville in said Union County & not sold for want of biddders. Oct 14th 1846

James Irvin Master commissioner
Union Co. Ohio

Union Common Pleas
Lucas Cropp
vs
Daniel Dunlap &
George Dunlap

Service — 35
Writ — 1.00
Mileage — 75
advertising — 25
printing fee — 4.00
James Irvin
Master commissioner
U. C. O.

The State of Ohio Union County, ss

I John Cassil, Clerk of the Court of Common Pleas Union County Ohio. Do hereby certify that the following entry is truly taken and correctly copied from the journals of said Court, to wit:

July 30th 1846

Lucius Crosfs vs Daniel Dusky & George Dusky } Bill to foreclose Mortgage

This case came on to be heard upon the Bill of complainant and answer of George Dusky testimony and exhibits and the said Daniel Dusky still failing to plead, answer or otherwise defend it is ordered that the said Bill as to the said Daniel Dusky be taken as confessed and we as guidly counsel whereupon the Court do find that the equity of the case is with the complainant and do further find that there remains due the said complainant from the said Daniel Dusky upon his note and Mortgage in the Bill Described the sum of eight Hundred & three dollars and ninety three cents for his principal & interest thereon, it is therefore ordered and decreed that the said Daniel Dusky within ten days from the rising of this court the said sum of ~~of~~ eight hundred and three dollars and ninety three cents his principal and interest found as aforesaid and in default of such payment as aforesaid that the said Daniel Duskey be forever barred and the equity of redemption foreclosed and the court do further ~~find~~ order that in default of such payment this case be referred to James Turner Master Commissioner who is hereby ordered that he proceed and sell the lands in the bill Described, upon the notice and under the law regulating the sale of real estate upon execution at law and that he apply the monies arising therefro

In Union Com Pleas

George Dusky
vs
Lucien Croft

Answer

Filed July 30th 1875
John Capsil
Clerk

C W B Allison

The separate answer of George Dusky, to a Bill in Chancery, filed against himself and Daniel Dusky, in Union County, Com Pleas.

This defendant saving and reserving to himself, now, and at all times hereafter, all and all manner of benefit and advantage of exception which can, or may be had or taken to the said complainants said Bill of Complaint, for answer thereto, or to so much thereof as this defendant is advised is in any wise material or necessary for him to make answer unto, answer and says, that he claims title to the premises described in Complainants, Bill, by virtue of a deed executed in good faith by Daniel Dusky to this respondent on the 10th day of October A.D. 1842. for which he honestly paid a fair equivalent. For further answer this respondent states that Peter Lallance, was the principle and acting partner of the said firm of Lallance & Cross. That said Lallance attended to the whole business of said firm, & said Cross being as a dormant partner. That he denies the disinterestedness of said Lallance, and asks, that said Peter Lallance be made a party complainant to this Bill - in order that this Court may be, the more fully able to do equity in this case. Respondent denies, that any notes were given to correspond with the mortgage as complainant alleges, and states that he has always understood from the parties, that said mortgage, which complainant now seeks to foreclose was null and void. That previous to its execution, the said Lallance, for said Lallance & Cross, proposed to Daniel Dusky, Lallance & Cross then residing in the County of Meigs, Daniel in the State of Virginia, buying the said land of said Daniel, and wishing to see it. That accordingly, both came to

this County, when there being a difficulty between them in regard to the price to be paid for said land, and there being mutual accounts between the ~~parties~~ said Daniel & the said Lallance & Crofs. which were unsettled, said Lallance threatened to take legal measures to recover an alleged ballance due and owing to said firm. That thereupon in the absence of their said accounts, and in the absence of any knowledge as to their standing - the said mortgage was given - with the understanding that upon their return to the County of Meigs - a settlement should be had, for which the mortgage was to be security. That through the fault of said Lallance & Crofs. such settlement has not as yet taken place; That said Lallance stated to respondent and to divers other persons, and at different times, that said mortgage was null and void, and that said firm made no claim thereunder, and respondent expressly states that said Lallance so told him, at the time of his said purchase from Daniel, That in consequence of said representations, of said Lallance, that said mortgage was of no validity, your respondent became a purchaser of said land, which he would not have done, but through the assurances of said Lallance, and respondent submits to this Court, whether it would be in accordance with good Equity, that he should now be prejudiced, by the foreclosing of said mortgage, or in any other way injured thereby. Respondent further states that ~~most, if not all~~ Some time after the delivery to your orator of his said deed, the said Complainant Crofs, well knowing that his ~~said~~ mortgage was of no validity, sworn a writ of attachment out of this Court, against the goods & chattels, lands & tenements &c. of the said Daniel, and caused judgment to be taken in his favour for all the alleged indebtedness of said Daniel, to

said Lallance & Cross, or to said Croft, and respondent states that there is no other indebtedness. That if there is any amount now due from Daniel to said Complainant, or to said Lallance & Cross, it has come to their possession, since the giving of said mortgage, and cannot be brought in to the injury of respondent, who insists upon full proof upon every point of indebtedness, whether it was coming to them before or after the giving of said mortgage. Respondent prays this court to decree said mortgage to be invalid ~~against~~ and of no effect against his rights, and that he may be forever quited in his title therefrom. Respondent expressly states, that at the time of his said purchase from Daniel the said Lallance & Cross had notice thereof, who gave no notice to your respondent of their claim under said mortgage but suffered him to become an innocent purchaser of said land, Lallance still saying said mortgage was invalid. And this respondent denies all and all manner of fraud or unlawful combination wherewith he stands charged. All which matters and things this defendant is ready and willing to aver, maintain and prove, as this honorable court shall direct; and having thus fully answered, he humbly prays to be hence dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

George Lusby

By E W Allison His Sol

Wm. Dusky

Note

584.70

Peter Lallance & Lucius
Cryes Graham &
Mercer Co Ohio

771.17

$ 803.96

According to the Book the Note was given Apl 2 1840

$584 76/100

Graham Station 0 1840

Days after date I promise to pay to

One Lallance Hoof or order, Five Hundred

Eighty four Dollars 76/100 Cents, for value received; for the

true payment of which I bind Myself firmly by these presents.

Witness our Hand and Seal

Attest,

Daniel Duskyfield

Filed July 17th 1846
John Cassil, Clerk

Lucius Crosby
vs
Daniel Dustby &
George Dustby

Chancery in Common Pleas
of Union County Ohio -

Depositions will be taken
in this case by the defendant
before John R. Philson a Justice of the peace at
his office in the Town of Grahams Station
County of Meigs & State of Ohio on the 9th
day of July A.D. 1846. between the hours of
six A.M. & nine P.M. of said day & continue
from day to day if necessary until all are
taken -

July 8th 1846.

George Dustby

116

State of Ohio } Before me John K Philson
Meigs county ss } a justice of the peace for
said county personally appeared
Henry Reynolds who being duly sworn
according to law deposes and says that he
served the within notice on Lucius Crosby on the
8th day of July 1846, by reading it in his
presence and by copy and further this
deponent saith not

Henry Reynolds

Sworn to and subscribed before me this
9th day of July AD. 1846

John K Philson J P

Depositions of witnesses taken in the cause pending in the court of common pleas for the county of Union in the State of Ohio in Chancery sitting wherein Lucius Crop is plaintiff and Daniel Dusky and George Dusky are defendants in pursuance of the notice hereto attached and at the time and place therein mentioned Both parties being present

Adam Lallance of the county of Meigs of lawful age being first duly sworn by me as hereafter certified deposes and says —

Question by Defendant — Please state any thing you know in relation to the business of the firm of Lallance & Crop — who attended to the business of the firm — who was the active & who the dormant partner whether any notes were given corresponding with ~~said~~ the mortgage in the bill mentioned & whether the same was considered valid by compl at the time of its execution or since — State all you know concerning the same — and also what you have heard either compl or Peter Lallance say upon the subject

Answer, — Peter Lallance attended to the business of the firm he was the manager — ~~I do~~ I can't say that I ever saw any notes but I heard Peter Lallance say in 1840 ~~after~~ after he went to the conventions in Columbus that he and Daniel Dusky were going out to see the land and secure the debt which I understood from both parties to be a stone debt for goods, whether it was the firm of P Lallance & Co or Lallance & Crop I cannot say — Lallance and Dan Dusky both stated after they returned home, that they did not consider the mortgage

of any validity—
Question by Deft. State any thing you may have heard Peter Lallance say in relation to the validity of the mortgage
Answer — Both Peter Lallance and Daniel Dusky always said they did not consider the mortgage of any account—
By agreement of parties adjourned until 8 o'clock, tomorrow morning (July 10th)
Parties met pursuant to adjournment—
Question by Plaintiffs to C A Lallance
State what time Peter Lallance and Daniel Dusky went out to see this land?
Answer I do not know what time it was. but it was the year of the conventions,
Question by Plaint. For what purpose did they go to Union County ~~for~~?
Answer: I understood from them that they went to see the land, and secure the Store debt: After they returned they said there was a mortgage executed to secure the debt—
Question by same — You being about the store from what you seen and heard the parties say, was you not satisfied that Daniel Dusky was indebted to the firm —
(This questions objected to by Defendant—)
Answer. I know that he ~~was indebted~~ bought a good deal, and paid a good deal, — whether he paid for all he bought I cannot say
Question — Do you not know that Lallance & Crap made themselves responsible

for the debts of P Lallance & Co
And that the debts due P Lallance &
Co. were to be paid to Lallance & Crop
(This question objected to by Defendant)
Answer, It was the general talk with
the parties that this was the case
Question by same. Did you ever hear Peter Lallance tele me that
the mortgage was good? (objected to by defendant)
Answer, I do not now remember whether I did or not
Peter would say one thing to say one another to morrow
in relation to his business — A Lallance
Also Wesley G Baker of Meigs county
and of lawful age, being first duly
sworn, as hereafter certified deposes
and says
Question by defendant — Please state
any thing you know relative to
the execution of a pretended
Mortgage by Daniel Dusky to
Lallance & Crop. — how it was
considered by the parties in relation
to its validity. — State all you
know in relation to the matter.
Answer, I know nothing at all about the
execution of the mortgage, only I
heard Mr Crop ~~say~~ one of the
firm of Lallance & Crop say that
he was afraid the mortgage was
good for nothing, at another
time he told me that he had
taken counsel on it and it
was considered good. It was a
neighborhood report that there was
no notes given for which the mort=
gage ~~given~~ was executed — It was also
currently reported in the neighborhood
that when they went out to Union

county where the land is, that the mortgage was executed without knowing what was due, or whether any thing, and that on their return home their accounts were to be examined and a settlement made, but I do not whether after their return a settlement was made, or not — W. G. Baker

I John K Philson a justice of the peace in and for the township of Sutton in the county of Meigs Ohio do hereby certify that the above named Adam Lallane and Wesley G Baker 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 this 10th day of July in the year 1846 John K Philson J P.

Fee bill

J P	188 cts
A Lallane	50
W G Baker	50
	$1.88

J P Fees Paid by Defendant
Rec'd my fees of G Dusty
W G Baker

State of Ohio }
County fo } I Marcus Bosworth Clerk of the Court of Common Pleas in and for said County do hereby certify that John R. Philson Esq. before whom the annexed depositions and who has subscribed his name to the certificate thereof, was at that time and an acting Justice of the Peace in and for said County duly commissioned and qualified and that full faith and confidence are and ought to be given to his official acts as such. In testimony whereof I hereunto set my hand and affix the seal of said Court, at Pomeroy, this 17th day of July, in the year of our Lord, one thousand eight hundred and forty six and of the State of Ohio the 44th

M. Bosworth Clerk.

Certificate & seal 50 cts
Paid by Geo Dusky

No. 45-CH-3

Union Common Pleas Court.

Thomas M & Blackburn et al
Plaintiff,

AGAINST

John S Fulton
Defendant.

JUL TERM. 1846

JUDGMENT VS DEFENDANT

Journal 3 Page 434

Record No. No Record. Page

Ex. Doc. Page

In Union Com Pleas

Thomas M. Blackiston
& wife
vs
John L Fulton

Petition for Dower

Filed May 6th 1845
John Capel, Clerk

Cost bill made
No Record

Copied
G W B Allison
1.12

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

Humbly complaining, your ~~orators~~ petitioners Thomas M. Blackiston and Mariah Blackiston his wife, (formerly Mariah Baird, wife of John B. Baird Deceased,) of Portsmouth, Virginia — represent and state to the court — that the said John B. Baird died in the town of Marysville — Union County, Ohio in the year of our Lord one thousand eight hundred and thirty six, leaving the said Mariah his widow and relict — That the said John B. Baird was seized and possessed of the following estate of inheritance during their coverture — or while the said Mariah was his wife — lying in said County of Union, and of which the said Mariah and the said Thomas M. Blackiston as her husband are entitled to dower — described as follows — to wit; One hundred and eighty eight acres be the same more or less, of survey No 4069 — begining at a black oak and elm in the north line of said survey — thence North 79° east 226 poles to a white oak and ironwood corner to a lot sold to Daniel L. Russell, thence south 28° west 221 poles to a dogwood and iron wood — thence south 79° west 155 poles to a stake — thence north 39° east 62 poles to a stake — thence north 10° west 20 poles to the begining.

Your ~~orators~~ petitioners further state that one John A Fulton — of the County of Union aforesaid — (whom your orators pray may be made defendants to this Bill.) is in possession of the above described land — claiming therein a right in fee — with the exception of twenty acres conveyed by said Fulton with warrantee, to one Stephen Winget in october 1840 — Twenty acres conveyed by said

Fulton with warrantee to Silas G. Strong - in November 1838 - One acre and twelve rods conveyed by said Fulton (with warrantee) to Thomas Reed - in November 1838, and thirty acres sold by the Sheriff of Union County - to Marius Mason - on an execution against the said Fulton, in the year 1844 - Your petitioners state that they - the said Mariah - have never released their right of dower in said premises, as aforesaid - and that no part thereof has ever been assigned to her or them, as dower - Your petitioners therefore pray that on final hearing of this Bill, such order may be made in the premises as to enable your petitioners to have their said dower in said premises assigned - and such other, and further relief as equity may require. and as in duty bound your Orators will ever pray &c

By C M B Allison Sol
for Complainants

Clerk will issue a subpoena in the above case to John A. Fulton - returnable next term.

May 6th 1845

To John Cassid - Clerk

C M B Allison Sol for Compts

In Union Com Pleas

Thomas M Blackstone
& wife
vs
John S Fulton

Replication

Filed April 6. 1846.
John Cassil Clk

B W Allison

Thomas M. Blackiston &
Wife

vs

John S. Fulton

In Chancery, ~~Pet~~ Dover.

And the said Thomas M. Blackiston and Mariah Blackiston his wife, come and say that the matters and things 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 the said John S. Fulton contrary thereto, are untrue; and this he is ready to make appear, as by this Court shall be directed.

By C. W. B. Allison, his Sol

Thomas M. Blackiston
& wife
vs
John T. Fulton

In this the identity of the petitioner Mariah Blackiston with the former wife of John B. Beard, which was put in issue by the answer, is hereby admitted by the defendant and no proof on that subject required

March 20th 1846. Wm C Lawrence
Sol for Deft

Bond

Filed June 30 1818
John Capsil, Clk

Know all men by these presents, that I James S. Alexander am held and firmly bound unto John S. Fulton in the penal sum of fifty dollars, to the payment of which well and truly to be made I bind myself, heirs, executors, and administrators, this 30th day of June A. D. 1845.

The condition of the above obligation is such that whereas Thomas M. Blackiston, and Mariah Blackiston his wife, of Portsmouth, Virginia, have filed their Bill in Chancery in the Court of Common pleas in and for Union County, Ohio, against the said John S. Fulton - praying for dower - now if the said Thomas M. Blackiston & wife shall pay all costs in said suit which may be decreed against them, by said Court, then this obligation to be void, otherwise to be and remain in full force and virtue in law

J. S. Alexander (Seal)

In chancery

Thomas M. Blackiston & Wife
vs
John S. Fulton

Service —	$0.35
mileage —	5
	$0.40

Filed May 17th 1845
John Cassel Clerk

May 12th A.D. 1844 Served the within by reading to John S. Fulton

Wm. Robinson Sheriff
By Louis Cannity D.S.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon John S. Fulton

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 him by Thomas M. Blackiston & Mariah Blackiston, Wife of said Thomas M. Blackiston

and this he 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 sixth day of May.

A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Com Pleas

John S Fulton
ads
Thos M. Blackison
& wife

The Answer of John S. Fulton to the Bill exhibited against him by Thomas M. Blackison and Mariah his wife Claiming Dower

This Deft now comes and answering says that he admits he holds possession and did hold as claimed but insists that he is not compelled to answer for the parts of said lots owned severally by Strong Wright, Wasson and others but cannot admit that the said Mariah ever was the wife of the said Beard as charged and of this requires full proof. This Deft charges further that he purchased said lands of the said John B. Baird and his wife Mariah (whoever she may now be) through this legally authorised agent Lelas G Strong when the same lay in the woods unimproved. That subsequently the said Beard departed this life and the said Mariah has hitherto (if alive) still neglected to convey her right of Dower to this Deft as in equity she by her Bond and agreement on file in this Court is and was bound to do. ever since the decease of the said John B. Baird. That the administrator Henry Glass conveyed the same to you Deft this Deft by an Order of this Court to which proceedings the said Mariah was a party and omitted to claim Dower had she any right before and that Dower by her omitting to then claim has been forfeited. This Deft further alledges and charges that there is a large arrears of Taxes which have been paid by him the which should be Refunded if Dower is allowed to wit the sum of 100 $.
And having thus fully answered he prays to be dismissed with his Costs by

Wm Clarence his
Lol

Chancery Case File

Case No. 1845-CH-0004

Chancery Case

1845-CH-0004

located with

Supreme Court Case

1847-SC-0005

Chancery Case File

Case No. 1845-CH-0005

Bx 15

No. 45-CH-5

Union Common Pleas Court.

Nabby Sheldon
Plaintiff,

AGAINST

A E Sheldon et al
Defendant.

OCT 1847

Decree for Defendt

No Record.

Journal 4 Page 66

Record No. Page

Ex. Doc. Page

Union Com Pleas

Admrs of E Shelds
vs
Nancy E Sheldon et al

Petition to Sell Land
and Complete Title

Filed May 29th 1845
John Cafiel, Clerk

Cost Bill made
no Record

OCT 1847

To the Honorable the Court of Com. pleas. We the admrs of Eli Sheldon late of this Co deceasd represent That in the due administration of said Estate your petitioners have arrived at such point as to fully ascertain the following facts to wit
The Amount of the sale bill and property taken by the widow at appraisement is 162. 98
The debts due decedent 30. 25
which has been and is wholly absorbed in the payment of the debts of the deceased and in the support of the family under the order of appraisers
That there remains due for lands mostly, near six hundred dollars Near 600. 00
still unpaid for want of assetts in our hands.
It is further represented to your honors that the said Eli Sheldon died seized of some three hundred acres of im proved and unimproved land lying on the road leading from Marysville to Delaware in Dover Township and Union County. The all of which will more fully appear by the copy of the deed herewith filed and made a part of this bill.
Your petitioners further show that the said Eli in his life time sold to Thomas A. Sheldon forty acres of land lying on the said Road and bounded and described as set forth in his said agreement which is also here with filed and prayed to be taken as a part of this petition. That no deed was made by the said decedent though full payment was had and received by him. That a conveyance is due and demanded by the said Thos. A Sheldon for said land
Your petitioners further shows that the said Eli his heirs and Representatives Six daughters all still minors (to wit) Nancy Elizabeth 17. Mary Ann 13. Elec Maria 11 Martha Almira 7 Margaret Jane 6. and Orpha Louisa 4 years old all of this County

and whom your petitioner pray may be made Defts
by Subpoena of this Court
That your Petitioners have considered the position
and condition of said land and charge that a sale
of a part thereof is necessary to the payment of the debts
of the said decedent and therefore pray that by
and order and decree of this court your orators
may be authorised and directed to sell so much of
said lands as may be necessary therefor lying on
South east of the Delaware & Marysville Road and
along the line of Hawley Tanner on the East bounded
on the South by the lands of John Callaman and
with a line parallel to the said Road thence with the
road to the beginning, That payment of the debts of
decedent may be had
And your petitioners further pray that by like order
and decree your petitioner may be fully authorised
and directed to convey by suitable deed to the said
Thos. A. Sheldon the lands specified in said agree-
ment That Justice may be done and costs saved.
And as in duty bound we will ever pray &c

Nabby Sheldon Adm'x,
Wm C Lawrence Sol

Filed Oct 30. 1845
John Caskie Clk

The Joint Answers of the Infants defendants
To the Petition exhibited against us by Nabby Shelton
to sell land and complete title

In Answering say that they admit the necessity
of the sale as charged and cannot deny the Bond as filed
as the Bond of their deceased Father and Having
thus fully answered they pray &c

By ~~Mrs B Cannon~~
Guardian ad litem
for Nancy Elizabeth,
Mary Ann, Elce Maria, Martha
Almira, Margaret Jane and
Orpha Louisa Infants

E Shelden
& Bond to
J Shelden

Filed May 26th 1845
John Copeland Clerk

Know all men by these presents that I Eli Sheldon is held and bound in the full sum of Four Hundred Dollars the faithful payment of which I bind myself my heirs Executors and assigns to Tho. A. Sheldon now the conditions of this bond is such that if I the said E. Sheldon convey a certain piece of land as is hereafter described by good warantee Deed then this bond is void els in fullyr force and virtue this deed is to be made in two yea from this date The said Eli Sheldon has received in hand this day a deed of seventy five acres of land in full paymt for this land described in this bond but not having a ~~bond~~ deed for a part of the land mentioned in this bond gives himself two years to make a deed to Tho A Sheldon — this land is bounded as follows begining in the center of the State road leading from Marysville to Delaware and on Wesley Worleys East line thence nearly a south course on the said Worley ~~land~~ line about 185 rods to a ~~beach~~ white oak, hym and small ash in the south line of survey 5502 thence east on said line and on said State road far enough to make Forty acres as witness of this Bond I sign my name this 15th Day of Aug 1841

State of Ohio Union Co. and Dover Township

Eli Sheldon (Seal)

State of Ohio Saml W Hubbard
~~sixty two~~ 137½
sixty sixty five Dollars
sixty George Lowe
Joshua five sixty five
Matthew sixty five
Joshua sixty D
Ex of Cumets

Filed May 26th 1845
John Capel, Clerk

We want the amount of the sale Bill and property taken at the appraisement. $ 162 98

The amount of Note and accts on hand at the time of the decease of the intestate. $ 30.25

The amount of claims paid by admrs. 25.00

The amount of the debts unpaid 600.00

The names and ages of the Children *

description of the land necessary to the payment of all the debts.

Nancy Elizabeth. 17.

Mary Ann 13.

Lee Maria 11.

Martha Almira 7.

Margaret Jane 6.

Orpha Louisa 4.

Union Common Pleas

N. Sheldon, Adm^r

vs

N. C. Sheldon et al

Subl. for Defts

Served May 26th 1845 by copies —

Service — $1 35

Mileage — — 40

$1,75

Copies — 60

$2,35

Wm M Robinson Sheriff

Filed May 27th 1845
John Cassil, Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Nancy Elizabeth Sheldon, Mary Ann Sheldon, Alice Mariah Sheldon, Martha Adriana Sheldon, Margaret Jane Sheldon & Orpha Louisa Sheldon to appear before the Judges of our Court of Common Pleas, at the Court House, on the 27th day of May inst. ~~next ensuing~~, to answer a Petition in Chancery, exhibited against them by Nably Sheldon, Admr of Eli Sheldon, 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 26th day of May A. D, 1845

John Cassil, Clerk of Com. Pleas.

No. 45-CH-6

Union Common Pleas Court.

Edward H Cummings
Plaintiff,

AGAINST

Andrew Amerine & Wife
Defendant.

AUG TERM. 1847

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 4 Page 571

Record No. 3 Page 108

Ex. Doc. Page

Edward H Cummings
vs
Bill of Ptff

Bill in for Relief
against Andrew Arrine 2d
& Mary his wife —
E H Cummings

Union Co Plas

Edward H Cummings
Trust for
Wm Wilson & Co
vs
Andrew Arrine
2d
& Mary his wife

Recorded

Filed May 27th 1845
John Capel, Clerk

Cost Bill made
Record

Cummings Bill

Copy sent to Wm Wood

To the Judges of the Court of Common Pleas Within and for the County of ~~Clark~~ Union & State of Ohio in Chancery Sitting

Edward H Cummings of Clark County Ohio represents that William N Woods of Union County Ohio being indebted to William Wilson & James Wilson partners in trade by the name & firm of William Wilson & Co of the city of Philadelphia ~~[illegible]~~ did on the first day of April A D. 1843 assign to your Orator in trust for said William Wilson & Co a Note payable to William N Woods or order for $300 in Eighteen Months after date with interest from date & dated March 27th 1843 drawn by Andrew Amerine 2d & which said Note is secured by Mortgage bearing date the 29th day of June A D 1843 duly executed by the said Andrew Amerine 2d & Mary Amerine his wife. & who your Orator prays may be made Defendants to this Bill. & your Orator further

upon that the said Andrew Amrine
2d being indebted to the said William M
Woods in the sum of Three Hundred
Dollars payable as aforesaid & being
or pretending to be willing in fee simple
of the following described premises to
wit — " Being a part of a tract
of Five hundred acres & a part of
a Military Warrant Number 4083
beginning at 2 Hickory one Elm & Ash
South East Corner to Henry Amrine
thence with his line North 8° W 168
Poles to a Maple & Oak — North
East Corner to said Henry Amrine
& the North original line of the tract
thence with said line North 81½ East
57 Poles 94 links to a Hickory
thence South 8° East 168 Poles
to an Ash Elm & Hickory Woods
thence South 81° West 57 Poles & 4
links to the beginning Contains 60
acres — " the said Andrew Amrine
20 & Mary his wife by their deed duly
executed & dated on or about the 29th
day of June A D 1843 convey to
the said William M Woods the same premises
in fee simple but subject nevertheless to a

condition of defeasance on the payment
of the said sum of Three Hundred Dollars
with lawful interest thereon from and
after the 27th day of March 1843. in
Eighteen Months after said date —
as is by said deed of Mortgage &
note herewith filed & made part of
this Bill will more fully appear
Your Orator further represents
that said Defendants were made
acquainted with the assignment of
said deed of Mortgage & note to your
Orator at the time of said assignment
that no part of said sum has been
paid to your Orator & that there is due
the whole of said sum of $300 & interest
thereon as aforesaid to your Orator prays
sale of the premises. & that a writ of
subpoena may issue against the said
defendants. & that said Mortgaged
premises may be sold & the proceeds
of said sale applied to the payment of
the debt due to your Orator & that
such other & further relief may be granted
to your Orator as equity & good conscience
may require —

Union Com^n Pleas

Edwd A. Cummings

v

And Amrine & Mary his wife

Inquest — —	$1-00
Copy of Apprs^t & Serv^g	25
Milege — — —	15
advertising — — —	25
Service — —	35
	$2,00

Wm B Robinson
Sheriff

appraisers fees — $01-50
printers fee — —
Filed March 27th 1846
John Cassil, Clerk

advertised

Received this writ January 22nd 1846 — and according to the commands of said writ I had said Mortgaged real Estate appraised by the oath of C. Lee Fames Turner & Fames Tinkaide &c at $900 per rod — a copy of said appraisement filed in the Clerks office as the law requires — February 4th 1846 —

I advertised the above real Estate for sale on the 21st day of March 1846 between the legal hours at the court house door, and in the Eng[illegible] Paper published in General circulation in the County of union More than 30 days previous to the day of sale — March 21st 1846 I offered the above described real Estate for sale at the door of said court house by public out cry — and not sold for want of Bidders —

Wm Robinson Sheriff

of said Court. Attest my hand and
Official Seal this 22d day
of January A D 1846.
John Cassil Clerk

Edwd A. Cummings for the use of Wm Wilson and James Wilson Partners under the Name of Wm Wilson & Co

vs

Andrew Amrine Senr & Mary his Wife

Pet. to Sell Mortgaged Premises

This Cause Came on to be heard upon the Bill of Complainant & Exhibits and was submitted to the Court without Argument and the said Andrew Amrine Senr and Mary his wife having failed to Plead Answer or demur to said Bill it is ordered that the same be taken as Confessed and the Court being fully advised in the premises and finding the equity of the Case with the Complainant and that there is due to the Complainant for the use of Wm Wilson and Co less or the note and Mortgage in the Bill mentioned the sum of three hundred and Forty three dollars & ten Cents $343.10 It is therefore ordered adjudged and decreed that the Defendants the said Andrew Amrine pay to the Complainant for the use of William Wilson & Co the said Sum of Three hundred and Forty three dollars & ten cents $343.10. in Ten days from the rising of this Court and That in default there of that the Sheriff of this County who is hereby appointed Special Master Commissioner for this purpose Cause the Mortgaged premises in the Bill described to be appraised, Advertised & Sold as upon Judgements at law, & the money thence arising be bring into this Court at the Next Term thereof to which Time this Cause is Continued

I John Cassil Clerk of said Court certify the Foregoing order to be truly taken and Copied from the Journal Entry

Union Common Pleas
Edward H. Cunningham
vs
A. Hannina et ux

Filed May 5, 1847
Wm Cogswell Clerk

Received this writ March 27, 1847
In obidience to the within command I duly 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 thirty days previous to the day of sale. I afterwards, to wit; on the 3rd day of May A. D. 1847 between the legal hours of ten O'clock A.M. and four O'clock P.M. in pursuance of said notice proceeded to offer said land for sale at public auction at the door of the Court house in Marysville in said County. No sale for want of bidders

Fees = advertising 25
service 35
mileage 5
Printers fee $2.50

Philip Snider Sheriff

The State of Ohio Union County, ss.
To the Sheriff of Union County, Special Master in Chancery &c.

Whereas, at the August term of the Court of Common Pleas continued and held for said County, on the 19th day of August A. D. 1845 in a certain cause in Chancery, therein pending, wherein Edward H. Cummings for the use of Wilson & Co. Complainant, and Andrew Amine Jr. & Mary his wife Defendants, the Court ordered and decreed that you expose to sale the premises in the bill described, as follows, to wit, Being a part of a survey of five hundred acres & a part of a Military Warrant Number 4083 begining at 2 sugars one Elm & Ash South East Corner to Henry Amine thence with his line North 8° W. 168 Poles to a Maple & Oak North East corner to said Henry Amine & the North Original line of the Survey, thence with said line North 81° East 57 Poles & 4 links to a Hickory, thence South 8° East 168 Poles to an ash, Elm & Ironwood, thence South 81° West 57 Poles & 4 links to the begining, containing 60 acres to satisfy the said Complainant, in the sum of three Hundred & forty three dollars & ten cents with interest from the said 19th day of August A. D. 1845 untill paid, together with the costs of this suit, taxed to $ and also the further sum of $ the increase cost on said decree, also the accruing cost, and make report of your proceedings herein to the next term of said Court

Witness, John Cassil, Clerk of said Court, this 27th day of March A. D. 1847

John Cassil, Clerk

Filed June 25 - 1867
John Cassell Clk

Edward H. Cummings
Trustee of Wm Wilson
vs.
Andrew Amrein & Wife

Decree of Sale.
In Union Common Pleas.

Issue an order of sale
in this case.

Otway Curry
Atty for Pltff

To the Clerk of
Union Common Pleas.

Dated June 25th 1847

Edward H. Cummings
for &c

vs

Andrew Armin 2d
& Wife

Det. in Chancery

Served this Writ
by reading to both
the within named
persons May 27th
1845

Service 25
Summons 25
Mileage 10

Wm M Robinson
Sheriff of M Co
for W. Evans Shff
M Co

Filed May 27th 1845
John Cassell Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you sommon Andrew Armine 2d and Mary Armine wife of said Andrew

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 Edward H Cumming, assignee of W. W. Wood, in Trust for William Wilson & Co

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 27th day of May

A. D, 1845

John Cassil Clerk of Com. Pleas.

Cumming,
Trustee, &c
vs.
A. Aurin, &
Wife.

Praecipe for
Order of Sale.

Edward H. Cumming
In Trust for W. Wilson & Co.
vs.
Andrew Amrine 2nd
& Mary his Wife

Issue an order of Sale to
the Sheriff, in this Case.
Otway Curry
atty for Plff.

To the Clerk of
Union Com. Pleas.

Dated Sept. 9th 1846.

Witness John Cassil Clerk of
Said Court this 25th day of June
AD 1847

John Cassil Clk

Received this writ June 25th 1847 and by virtue thereof I duly advertised the the within named Real Estate for Sale by Publication in the argus a newspaper published and in general circulation in Union County Ohio for thirty days previous to the day of Sale. I afterwards to wit. on the 3rd day of August A.D. 1847 in pursuance of said notice proceeded to offer said real Estate for Sale at public Auction at the door of the Court House in Marysville in said County and sold the same to E. H. Cummings bid made by Otway Curry for $6.00 per acre that being two thirds the appraised value thereof

Philip Snider Sheriff

Union Com Pleas

Edward H. Cummings for use
vs
A. Armine et Ux

Ord Bd

Fees mileage — 5
Service 35
advertising 25
Fee 3.00
Philip Snider Sheriff

Filed Aug 3 1847
John Cassil Clk

The State of Ohio Union County ss
To the Sheriff of Union County. Special Master in Chancery &c.
Whereas at the August Term of the Court of Common Pleas continued and held for said County on the 19th day August A.D. 1845 in a certain Cause in Chancery therein pending wherein Edward H Cummings for the use of Wilson & Co Complainant and Andrew Amoine 2d and Mary his wife Defendants. the Court ordered and decreed that you expose to sale the premises in the bill described as follows. to wit, Being a part of a Survey of five hundred acres & a part of a Military Warrant Number 4083 begining at 2 & 3 sugars and Elm & ash South east Corner to Henry Amoine thence with his line North 8° W. 168 poles to a Maple & Oak North east Corner to said Henry Amoine & the North original line of the Survey, thence with said line North 81° East 57 poles & 4 links to a hickory thence South 8° East 168 poles to an ash Elm & Dogwood, thence South 81° West 57 poles & 4 links to the begining containing 60 Acres. to satisfy the said Complainant in the Sum of Three hundred & forty three dollars & ten cents with Interest from the said 19th day of August A.D. 1845 untill paice. together with the costs of this Suit taxed to & and also the further Sum of & the increase costs on said decree. also the accruing costs and make report of your proceeding herein to the next Term of said Court.

Precipice for
Order of sale

Springfield
Clark Cty O
Octr 21st 1846

Dear Sir,

If any thing has been made in the cause of Cumming for use of Wilson, or Wilson against Anstine please pay Mr Edward Woods, the bearer of this letter, if nothing has been made please issue a new order of sale —

Very Respectfully
Your obd Servt
Edwards H Cumming

To the Clerk of the Court
of Common Pleas of Union
County — O

C. H. Cummings, for &c.
Wilson & Co.
vs.
Andrew Amrine

Judgt in Union Com. pleas.

Issue a writ of Venditioni
Exponas in this case.
C. Cum, for Plff.

To the Clerk of Union
Common pleas.
Dated March 26th 1847.

E H Cunning
to
A Amorine
Ordn

Edward H Cummings
for use &
v
Andrew Morris

Decree

Give order of Sale —

Edward H Cummings
Atty for

Jany 23d 1846

To Clerk Univ Com Pleas
Franklin Cty Ohio

Chancery Case File

Case No. 1845-CH-0007

No. 45-CH-7

Union Common Pleas Court.

Chancelor Cook et al
Plaintiff,

AGAINST

John Peck,
Defendant.

JUL TERM, 1846

Judgment VS Plaintiff

Journal 3 Page 420

Record No. No Record Page

Ex. Doc. Page

Union Com. pleas

Cook & Rogers
vs
John Hack –

Cost bill mad

Bill in Chy –

Issue Subpoena, &c
[illegible]
[illegible] –
Returnable forthwith
Chy. Commissr
Atty for Pltff

Filed May 27th 1845
John Cassilleth

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

Chauncey Cook and Chandler Rogers of Franklin County, Ohio, represent that John Deck of ~~Union County~~ Union County Ohio (and whom your Orators pray may be made defendant to this Bill) being or pretending to be seized in fee simple of a certain tract of land, situate in the County of Union Ohio and described as follows- Lot No 3. in Survey No 2998, entered in the name of Saunce Selden, bounded and described as follows; Beginning at a sugar and maple, in the South line of the original survey, thence N 10° 15", West one hundred and five poles to an elm, and pine oak corner of lot No 4 sold to Wells; line N 19° 45" One hundred and seventy eight poles to a hickory and white ash corner of lot No 4 in the East line of the original survey as platted by L Phelps, thence with said East line S 15° 45" E One hundred and five poles to two sugars and ash, S E corner of the original survey, thence with the S. lines of said Survey S 79° 45" E One hundred and eighty eight poles to the beginning corner ~~of~~ of said lot 3 except fifty acres conveyed by Maurice Dusall and his wife to John McClung, supposed to contain seventy acres more or less- and the said John Deck being in want of two hundred dollars, and being unable to procure said sum of money without personal security, did in or about the month of February AD 1839 apply to your Orators to become such securities for him on a note, which he executed to One Ransom Coe for the sum of two hundred dollars, said note bearing date February 2nd 1839 payable in twelve months from its said date- and your said Orators on said application being made as aforesaid, consented and did become securities for the payment of said note, executed

to said Ransom Coe as aforesaid by said John Beck: And thereupon, in pursuance to an understanding to that effect between said John Beck and your Orators, the said John Beck, for the purpose of indemnifying and to save harmless your Orators on account of their liability as his securities as aforesaid, by his and his wife Polly Beck's Deed duly executed and dated on or about the 22nd day of February AD 1839 conveyed the aforesaid premises to your Orators in fee simple, but subject nevertheless to a condition of defeasance on the payment of the said sum of two hundred dollars and all costs that might accrue on the same, when the same should become due and keep your Orators harmless from all costs on account of their being securities to said Ransom Coe as aforesaid as in and by said deed of mortgage, a copy of which is herewith filed and made a part of this bill, will more fully appear.

Your Orators further represent that neither the said sum of two hundred dollars nor any part thereof was paid by said John Beck to said Ransom Coe at the time limited in that behalf & that your Orators in consequence thereof have been compelled to pay said Coe ~~the hundred dollars~~ said sum of money for which they were liable as securities as aforesaid & whereby the legal estate in said premises became vested in your Orators, redeemable nevertheless in equity on payment of the principal and interest due and to become due thereon: That the said sum of two hundred dollars principal, and a large amount of interest thereon being due, they applied to the said John Beck and requested him to pay the same to your Orators, which he has hitherto wholly neglected & refused to do.

Your petitioners therefore pray, that the writ of subpoena may issue against the said John Geeks that he may be compelled to answer all and singular the premises, that an account may be taken of what is due to your Orators for their principal and interest upon said mortgage, that said mortgaged premises may be sold and the proceeds thereof applied to the satisfaction of said principal and interest: and that your Orators may have such other & further relief in the premises as Equity and good conscience may require.

Perry & Clemson
Solrs for Complt.

Copy of Mortgage referred to in Annexed Bill.

This indenture made this twenty second day of February in the year of our Lord One thousand eight hundred and thirty nine, by and between John Heck and Polly his wife of the County of Franklin of the first part, and Chauncey Cook and Chandler Rogers of the County aforesaid of the second part, Witnesseth That the said John Heck and Polly his wife of the first part, for and in consideration of the sum of two hundred dollars to them in hand paid, the receipt whereof is hereby acknowledged have given granted, sold, released and conveyed, and by these presents do give grant, bargain sell release and convey and confirm unto Chauncey Cook and Chandler Rogers of the second part the following described tract or parcel of land situate, lying and being in the County of Union and State of Ohio to wit - No 3 in Survey No 2998 entered in the name of Samuel Seldem bounded and described as follows: beginning at a sugar and maple in the South line of the original Survey, thence N 10° 15" west One hundred and five poles to an elm and pin oak corner of lot No 4 sold to Weeks line N 15° 45" W. One hundred and seventy eight poles to a hickory and white ash corner of lot No 4 in the East line of the original Survey as platted by S Phelps, thence with said East line S 15° 45" E One hundred and five poles to two sugars and ash: S E corner of the original Survey, thence with the ~~South~~ line of said Survey S 79° 45" E One hundred and eighty eight poles to the beginning Corner all of said lot 3 except fifty acres conveyed by ~~John~~ Wendell Hurale and his wife to John McClung, supposed to contain Seventy acres more or less to have and to hold

the premises hereby conveyed with all the privileges and appurtenances thereto belonging or in any wise appertaining unto them the said Cook & Rogers and unto their heirs and assigns forever, and the said John Peck and Polly his wife for themselves and their heirs and assigns, that they have good right and lawful authority to sell and convey the same in manner aforesaid, and that they are lawfully seized of the premises aforesaid, and that the same are free from all incumbrances whatever: and further that they the said John Peck and Polly his wife for themselves, their heirs and Executors and Administrators will well and truly warrant and defend the premises hereby granted unto the said Cook and Rogers and their heirs and assigns forever against the lawful claims and demands of all persons whomsoever:

Provided Always and these presents are upon this express condition that whereas the said John has executed to Ransom Coe a note of hand for the just sum of two hundred dollars with Chauncey Cook and Chandler Rogers security & said note bearing date second day, eighteen hundred and thirty nine, made payable twelve months from date, now if the said John Peck shall well and truly pay the two hundred dollars and all costs may or shall arise and keep the said Cook and Rogers harmless from all cost on account of being bail to the said Ransom Coe, then the within deed to be void; otherwise to remain in full force and virtue in law.

In testimony of which the said John Peck and

Polly Sleck have hereunto set their hands and seals the day and year first mentioned above.

In presence of
T. B. Conrad
Asaph Allen

John Sleck (Seal)
Polly her + mark Sleck (Seal)

The State of Ohio. Franklin County ss.
Personally appeared before the Subscriber a Justice of the peace in and for said, John Sleck and Polly his wife, signers to the within deed of conveyance and being personally known to be the persons they represent themselves to be, and severally acknowledge the signing and sealing thereof to be their act and deed for the purposes therein expressed, the said Polly being seperate and apart from her husband and the contents to her made known, she acknowledges that she executed the same freely and that she is still satisfied therewith.

Given under my hand officially this 23rd day of Feb 1859.

Asaph Allen Justice
of the Peace (Seal)
L S

union Common Plea

Cook & Rogers
vs
John Peck

Served May 26th 1845 by certified copy delivered
to the within named John Peck
Service — $0.35
Thos M Robinson Sheriff

Filed May 28th 1845
John Capsie, Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you sommon John Peck

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 him by Chancy Cook & Chandler Rogers

and this he 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 27th day of May A. D, 1845

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1845-CH-0008

No. 45-CH-8

Union Common Pleas Court.

Orrin Draper
Plaintiff,

AGAINST

Robert C Green
Defendant.

OCT TERM. 1845

Dismissed

No Record.

Journal 3 Page 344

Record No. Page

Ex. Doc. Page

In Union Com Pleas

Otrin Draper
vs
Robert C. Green
admtor of Gideon Draper
decd

Bill in Chancery

Filed May 27. 1845
Jno Cassil Clerk

Cost bill made

No Record to be made

E G Bellisord

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

Humbly complaining, your Orator Orrin Draper of the County of Geauga, and state of Ohio, represents, and states to the Court - that he ~~was~~ is a legal heir to the estate of Gideon Draper Deceased, late of the County of Union aforesaid - who departed this life, some time in the fall of the year of our Lord one thousand eight hundred and thirty nine, dying intestate, and leaving no widow -

Your Orator further states that at a called session of this Court held on the third day of december one thousand eight hundred and thirty nine - one Robert C Green, who is also an heir to said estate, (and whom your Orator prays may be made defendant to this Bill) was appointed and legally qualified to act as administrator of said estate, and who continues to act as such.

Your Orator further states that after paying all the debts and charges against said estate, there will be and now is a large amount of money, to wit; twelve hundred dollars - in the hands of said administrator, to be distributed among the legal heirs to said estate, part of which, has already been distributed among a portion, or all of the heirs ~~to said estate~~ with the exception of your Orator. That the Co heirs to said estate - with your orator - (not including Real Draper, who is believed to be deceased) are Gideon Draper, James Draper + Joanna Draper his wife. Ira Draper, ~~Dean Draper~~, said Robert C Green, + Ruth Green his wife, of said Union County, and Asa Draper + Parley Draper, who reside out of this state

Your Orator further states, that he has frequently demanded of said Robert C. Green administrator - a like proportion

as distributed to the other heirs - but has as often been refused - by said Green, on the alleged grounds, of said Green, as administrator, holding a ~~note~~ receipt, given by your Orator, to said Gideon Draper, decd (his father) some twenty five years since - for the sum of three hundred dollars, which ~~note~~ receipt originally if good against your Orator, was long since barred by the statute of limitations -

Your Orator further states that if said administrator holds any receipt or other evidence of indebtedness from your Orator to said Gideon Draper deceased - it was given - under the express understanding, and agreement, of his father - that each of his said children should receive from him as an outfit upon leaving the paternal care, and doing for themselves, - each son, the said sum of three hundred dollars, and each daughter One hundred and fifty dollars - That said agreement was well known to the children, and that in accordance with said agreement, each child did receive the said sum, and some of the children, your Orator charges received more than said sum - during the life time of their father, that said Gideon Draper deceased, frequently stated before and and up to his death, that ~~neither~~ none of his children, should be excluded in consequence of any portion so received - but that each ~~of~~ his said children should share alike at his death -

Your Orator further charges that a book was kept by said Gideon, deceased - wherein ~~in~~ each heir was charged the proper amount - which book has been ~~and~~ is, intentionally and fraudulently concealed by said Robert C. Green - administrator as aforesaid, from your Orator. and which book if produced by said administrator would show the facts as herein charged, as your Orator verily believes,

Your Orator further charges that said receipt - if said administrator is allowed to offset it against your Orators interest in said estate, will entirely barr him from any and all benefits arising as a distributee of said estate - That said administrator still claims said receipt as a bar to your Orators participating as a distributee - that said estate is now settled up, and the (not already distributed) money in the hands of said administrator who has filed his account current and vouchers in this Court for settlement at the May term 1845

In tender consideration whereof and is assumed as your Orator has not full and complete relindy at Law - Your Orator prays that said defendants - and said Robt C. Green - particularly, may answer all and singular the premises herein contained, and particularly whether or not a book was kept by said Gideon, decd as herein charged - if so what has become of it, and if in his control that he disclose it to this Court -- That said administrator be enjoined from ~~paying~~ distributing your Orators proportion - to any other or others than your Orator - until the matters herein are heard in equity, and that on final hearing of this cause, said receipt or other evidence of debt may be canceled - that said administrator pay over to your Orator - his full proportion as an heir to said estate - and other and further relief - and as in duty bound your Orator will ever pray &c

By C M B Allison His Solicitor

Clerk will issue a subpoena to Robert C Green admr of Gideon Draper decd for the Defts

C M B Allison Solr for Comp

Jr John Cassil Clerk

Union Court Pleas

v

Robert C. Green
Admr. of G. Draper decd

Served May 27th 1845 ~ ~~Serv~~ by copy by
R Lackwood — Service $0.35
Milage . 40/75
Jno R Robinson
Sheriff

Filed May 28. 1845.
John Vasil Clk

45/75 123

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Robert C Green Administrator of Gideon Draper decd

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 him by Orrin Draper

and this he 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 27 day of May A. D, 1845

John Cassil Clerk of Com. Pleas.

And having this fully answered he prays to be dismissed with his costs &c

By Wm Lawrence his Sol

State of Ohio
Union County } ss

Personally appeared Robert C. Green who being duly sworn says that the matters and things set forth in the foregoing answer are true in substance and in fact as he verily believes

Robert C Green

Sworn to and subscribed this 26th day of July 1845 John Cassil Clk

Union Com Pleas

Robert C Green
et al
vs
Orin Drake

Filed July 26th 1845
John Cassil Clerk

The answer of Robert C Green admr of Gideon Drake dec'd to the bill of Orrin Drake exhibited against him in the Union Com. Pleas

This deft saving and reserving to himself all right and benefit of exception to the many insufficiencies in said bill omitted for answer thereto says that he was present at the execution of the receipt of Complt. and then and always since from the said Gideon dec'd understood that Complt had received from his father before the receipt charged, his full proportion of his fathers assistance. That Gideon had given to Complt a lot of land known as the Smith place which he had run through with and become much involved. That the said Complt was then about to leave his fathers neighborhood in the State of Vermont and remove to York State. That Gideon advanced the said sum to enable Complt to leave the country. And this deft charges expressly as he has always understood and verily believes that the other Boys (sons of said intestate did receive nothing in balance of this three hundred dollars but that Complt Rec'd the same in lieu of all claim upon his fathers estate at his decease and not otherwise. That the deceased had in property real & personal rents and money advanced to said Complt what he esteem 1000.$. and far more than he even could aid his other sons at least so he declared. No such Book charged even came to the possession or knowledge of this deft nor does this deft believe there ever was such. This deft admits there is a small sum of money in his hands not distributed because some of the heirs are absent &c

Filed July 26-1848
John Cassil, Clk

Orin
Draper
Recart
300

Received of gideon Draper three hundred
Dollars of gideon Draper my father in bool
for that of Ever i Expect of him
Shaft ~~[illegible]~~ march the 12 Day 1819

Asa Draper

Robert G Grant

Cenia Draper

Chancery Case

1845-CH-0009

located with

Supreme Court Case

1846-SC-0006

Chancery Case File

Case No. 1845-CH-0010

Chancery Case

1845-CH-0010

located with

Supreme Court Case

1846-SC-0005

Chancery Case File

Case No. 1845-CH-0011

No. 45-CH-12

Union Common Pleas Court.

Farmer Hemmingway
Plaintiff.

AGAINST

Harmon Patch et al
Defendant.

Sale of Land,

APR TERM. 1846

Dismissed

JUDGMENT VS DEFENDANT

Journal 3 Page 401

Record No. No Record. Page

Ex. Doc. Page

In Union Com Pleas

Farmery Hemmway
Admr of Samuel Patch
vs
Harmon Patch et als

Petition to sell land

Filed May 28. 1845
John Cassil Clk

continued

B M Allison

To the Court of Common Pleas of the County of Union, Ohio:

Your petitioner, Farnery Hemmeway, administrator of the estate of Lammel Patch, deceased, respectfully represents: That the total value of the personal estate and effects of said decedent, is as near as can be ascertained, One hundred & thirty five dollars; which will more fully appear by the certificate of the Clerk of this Court, herewith filed, Marked (A): but not more than one hundred and thirty one dollars can be realliged there from. That the amount of debts owing by the deceased, as nearly as they can be now ascertained, including the charges of administration, amount to one hundred and sixty five dollars. The personal estate and effects are insufficient to pay said debts.

The said decedent (among other lands) died seized in fee simple of the following real estate, situate in Darby Township, in the County of Union and State of Ohio, being part of survey No 5008, on the waters of Big Darby and bounded and described as follows, to wit, Begining at two white ashes, red oak and stake - thence S. 37° E 137 poles to a red elm and dogwood corner to land formerly owned by Emanuel Brown ~~and moonlight~~ thence with said line, S 53° W. 46 poles and 16 links to a swamp beech and two ashes and stake - thence N. 37° 15' W. 137 poles to two sugars and a stake; thence N. 53° E. 46 poles and 16 links to the begining, containing forty acres be the same more or less.

The following persons are the heirs, having the next estate of inheritance in the premises above described, from the decedent namely: Samuel Patch, son adult who has sold all his interest to said land to ~~Garret Harris~~ Andrew J. Stithem, Harman Patch, Stephen Patch, John West and Caroline West his wife; Stephen Johnson and Hannah Johnson his wife, Jonathan Wilcox and Charity Wilcox his wife Adults and Isaac Stithem, and Obel B. Patch minors. ~~and Garret Harris, who has purchased the interest of several of said heirs~~

Your petitioner prays that the said persons above mentioned and described, having the next estate of inheritance in said premises, with said Andrew J. Stithem, together with Garret Harris, who has purchased the interest of several of said heirs, be made parties defendants to this petition; ~~that the dower of the wid~~ and that your petitioner may be ordered to sell said real estate, &c and such other relief, &c

By C. W. Allison, Solr for Petr

May 28. 1845.

I hereby certify that the amount of the personal property belonging to the estate of Samuel Patch decd as inventoried and returned to this office amounts to the sum of $128.25

John Cassil Clerk

Chancery Case File

Case No. 1845-CH-0013

No. 45-CH-13

Union Common Pleas Court.

George Gunderman
Plaintiff,

AGAINST

Barbary Geer et al
Defendant.

OCT TERM. 1845

DECREE FOR PLAINTIF

Recorded &
Indexed,

362

Journal 3 Page 363

Record No. 4 Page 45-2

Ex. Doc. Page

Union common pleas,
in Chancery - August Term
1845

George Zumdenman
vs
Barbary Zum. and heirs
of John Zum deceased

Bill to Quiet title

Filed June 16th 1845
John Cassil Clk

Cost bill entered

Recorded

J C Dougherty Sol for compt

~~[illegible]~~

State of Ohio
Union County }

To the Honorable Judge of the Court of common Pleas in and for the County of Union in Chancery Sitting

Humbly complaining Showeth unto your honour, your orator George Pendeman of the County of Union and State of Ohio That John Seer of the County of Union and State of Ohio now deceased was on or about the seventeenth day of July Eighteen hundred and forty seyzed in fee simple of a certain tract or parcel of land situate in said County of Union and State of Ohio which is hereinafter more particularly described And the said John Seer being desirous to dispose of the said lands entered into a verbal agreement with your orator for the sale thereof to him which agreement was concluded by and between your orator and the said John Seer And is in substance as follows That if your orator would agree ~~agree~~ to pay the said John Seer one hundred and sixty ~~&~~ six Dollars in Money he the said John Seer would let your orator have his choice of two lots of land lying together in one tract and would execute and deliver a warranty deed in fee simple for the same to your orator which said lot of land should contain forty one acres and a half more or less to which your orator agreed too and paid the amount of one hundred and sixty six Dollars to the said John Seer on or about the seventeenth day of July Eighteen hundred and forty for the said tract of land selected by your orator and being more particularly described as beginning at a Stake in Impsens line otherwise Wilters Thence with said Impsen line N 80 E 90 poles to a hickory and Elm Thence S 10 E 71 poles to an oak and Maple

Thence S 80 W. 90 poles to an oak and Elm Thence
N 10 W. 11 poles. to the begining. the minutes of the
above mentioned Survey are herewith filed and
made Part of this bill The above described
Parcel or tract of land was Purchased by your
Orator and designed to bee conveyed to your
Orator by the said John Geer in his lefetime and
your Orator further Showeth unto your honours that
he has in all Respects complied with the terms and
conditions of the said agreement on his Part to bee
performed And your Orator further Sheweth unto
your honours that the said John Geer did Put
your orator in full possesion And enjoyment
of the above described Premises and that your
Orator hath made large and extensive improvements
thereon And your orator further Sheweth unto your
honours that he did Apply to the said John Geer
And Requested him specifically to Perform
his Part of the said agreement, to which
the said John Geer and Barbary Geer wife of the
said John Geer did Execute and Deliver their
warantee Deed in fee simple of a certain tract
of land containing forty one acres and a half of
land lying and adjoining to the above mentioned
* And described lot of land which said Deed
is herewith filed and made Part of this Bill
your orator further Sheweth unto your
honours that the said Deed describes a
tract or parcel of land lying and being
in the County of Union and State
of Ohio and being Part of Survey No
4069. Begining at a Buroak Ash and
Hickory South westerly corner to William

Impsons. land Thence with his line and course thereof N 80 E 84 poles to a Stake Thence S 10 E 72 poles to an oak and Elm Thence S 80 W. 90 poles to two oaks. and a Hickory. in the Westerly original line of the Survey Thence with said line connecting the course thereof N 5 W 72 poles to the Beginning containg forty one acres and a half be the same More or less. which said Deed of conveyance for the Last described tract of land was executed and delivered to your Orator by the said John Geer and Barbary Geer his wife on or about the 25th day of October 1849 and your Orator further sheweth unto your honours that the said Deed of Conveyance does not in truth or fact, cover or describe the said Premises. first described, which was. purchased by your orator, from the said John Geer And your Orator further sheweth unto your honours. that he is greatly in danger of being Ousted or dispossessed of the said premises he now occupies by the heirs and legal Representatives at Law of the said John Geer deceased And that your Orator is Ready and Willing. to Release at any time unto the legal heirs and Representatives at Law of the said John Geer deceased all that tract or parcel of Land described by the said Deed of conveyance. Made and executed to him by the said John Geer in his lifetime And your Orator further sheweth unto your honours. that the said Deed of conveyance from the said John Geer to your Orator was not executed or made throug fraud or coven but

through a Mistake in the Discription of the first mentioned premesis And your Orator therefore prays that the said Barbary Lee wife of the said John Lee deceased And his legal heirs at Law Margarett Lee Margarett Barbary Lee Leonard Lee Mariah Margarett Lee may be made Defendants to this Bill And that the Writ of Subpoena may issue against the said Barbary Lee wife of the said John Lee deceased And legal heirs at Law Margarett Lee Margarett Barbary Lee Leonard Lee Mariah Margarett Lee And that they may be compelled to answer all and singular the premises And your Orator further prays that he may be quieted in his title and that the heirs of the said John Lee may be decreed specifically to make unto your Orator a good and sufficient Deed free of all encumbrance for the said tract of land he purchased of the said John Lee And that your Orator may have such other and further Relief in the premises as Equity and good conscience may require

L B Doughty

Sol. for Complt

The State of Ohio Union County ss.
Personally Appeared before Me. Philip Snider a justice of the peace. within and for said County. Barbary Geer, and Made Solemn Oath that the allegations and all Matters and things set forth in the bill in Chancery. hereunto attached, to wit, George Gunderman vs. Barbary Geer. widow. and heirs of John Geer. deceased are in all things substantially true in substance and in fact,

Barbara Geer

Sworn. to and. subscribed. before. me. this 29th day of October 1845.

Philip Snider J.P.

John Gill
Deed

George Sunderman

Transferred Oct 30. 1840
S. McLain A.M.C.
.10

Filed & recorded Oct. 31st
1849 in vol 8 page 434
P B Smith
Rec

Fees 62½ Martin 25

This indenture Made and Concluded this 17th day of July in the year of our Lord one thousand eight hundred and forty by and between John Geer and barbara his wife of the County of Union and State of Ohio of the first part and George Gundermann of the County & State aforesaid of the other part Witnesseth that for and in consideration of the sum of one hundred and sixty ~~four~~ six dollars to us in hand paid the receipt whereof we do hereby acknowledge have given granted bargained and sold and by these presents do give grant bargain and sell unto the said George Gundermann and unto his heirs and assigns forever the following described tract or parcel of land lying and being in the County of Union and State of Ohio and being part of Survey No 4069 Beginning at a beech oak and hickory south westerly corner to William Ingo=ns land thence with his line & course thereof N 80 E 84 poles to a stake thence S 10 E 72 poles to an Oak and Elm thence S 80 W 90 poles to two oaks and a hickory in the westerly original line of the Survey thence with said line correcting the course thereof N 5 W 72 poles to the Beginning Containing forty one and a half acres be the same more or less To Have and to hold said premises with all the previlges and appurtenances there unto belonging or in any wise appertaining unto him the said George Gundermann and unto his heirs and assigns forever and the said John Geer and barbara his wife do premise covenant and agree to and with the said George Gunder=mann his heirs and assigns that they will forever warrant and defend the premises aforesaid unto the said George Gundermann and unto ~~said~~ heirs and assigns forever against the lawful claims and demands of all persons whomsoever

In witness whereof the said John Geer and barbara ~~his~~ wife have here

hereunto set their hands and seals the day and year above written

Executed in the presence of us
John Jolley
Henry Snider

Johann Geer {Seal}
Barbara Geer {Seal}

State of Ohio Perry County ss
Personally appeared before me a Justice of the peace in and for said County John Geer and Barbara his wife the within named grantors and severally acknowledged the signing and sealing of the foregoing deed of conveyance to be their free act and deed the said Barbara and her wife of said John Geer being at the same time examined by me separate and apart from her said husband and the contents being made known to her declared that she did voluntarily sign seal and acknowl the same without fear or coercion of her said husband and that she is still satisfied therewith

Given under my hand officially this 28th day of October 1840

John Jolley J.P. {Seal}

Union Common Pleas

George Gunderman
vs
Barbary Geer, et al

Sub. for Deft.

Service — $1-15
Copies 5--0 75
Mileage -- 20
$1,90

Filed June 26. 1845
John Cassil Clk

Recorded

Received this writ June 16th 1845
Served the within writ by delivering a certified
copy of the within writ to Geek Geer the within
named Defendants June 21st A.D. 1845
Wm M Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Barbary Geer, wife of John Geer, deceased, Margarett Geer, Margarett Barbary Geer, Leonard Geer & Mariah Geer, Heirs at law of John Geer, deceased

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 George Gunderman

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 16th day of June A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Com Pleas

Martha Guardian

ads

John Gunderman

answer of Guardian

Filed Oct 28. 1845
John Carnell Clk

Recorded.

Sarah Geer
Leonora Geer
Martha Geer
Barbary Geer
adds
George Gunderman

Union Common Plase
October term 1845

The Joint Answer of Martha Geer Leonora Geer. Barbary Geer Marjaret Geer heirs at law of John Geer by John E Horette their Guardian ad litem. The said John E Horette says that the matters and things contained and set forth in the bill of John Gunderman are true and correct according to the best of his knowledge and I know of no cause why the prayer of said bill shoul not be complied with and the Judgement of the court had accordingly

John E Horette

Chancery Case File

Case No. 1845-CH-0014

No. 45-CH-14

Union Common Pleas Court.

James Golden
Plaintiff,

AGAINST

Hannah Golden
Defendant.

APR TERM. 1843

Divorce

DECREE FOR PLAINTF

Journal 3 Page 391

Record No. 4 Page 508

Ex. Doc. Page

Union Common pleas —
August Term 1845 —
October Term 1845

James Golden
vs
Hanna Golden
Ac Nancy —
Bill for divorce

Filed July 7th 1845
John Capel, Clerk

~~Filed~~ Aug 20 1845
John Capel Clk

divorce decreed
Cost bill made

Recorded

H L Doughty
Atty for compt

State of Ohio } In the Honorable Judges of
Union County } the court of common pleas
in and for the county of union
in Chancery sitting

Humbly complaining sheweth unto your honours. your Orator James Golden ~~of~~ a Resident of the County of Union And State of Ohio for more than one year last past. that your Orator was lawfully joined in the bands of Matrimony to his present wife hannah, On or about the seventeenth day of September eighteen hundred and forty four which time forward they have been and now are inhabitants of the county of union And ~~Ora~~ your Orator further sheweth unto your honours. that the said Hannah whom your Orator prays may be made defendant to this bill that she the said Hannah since the said seventeenth day of September wickedly disregarding the solemnity of her vows. and the sanctity of the marriage state hath committed adultery with one Benjamine Golden And others to your Orator unknown And your Orator further sheweth unto your honours. that the said Hannah did on or about the night of the first of October eighteen hundred and forty four at the county of union and Township of Paris retire to a bed fitted up in the house of William Golden wherein lay the said Benjamine Golden and the said Benjamine Golden then and there had carnal connection with the said

Hannah and she the said Hannah did then and there commit adultery with him the said Benjamine Golden And your Orator further sheweth unto your honours that by means of the said several premises above set forth that the domestic peace and happyness of your Orator has been entirely destroyed And that your Orator further prays that the marriage between your Orator And the said Hanna may be dissolved according to the statutes in such cases provided.

J C Dougherty
Sol for Compt

Mria Con Plea

James Goulder

~ Porac

Hannah Goulder

Filed March 20. 1846

John Carrel Clk

James Golden
vs
Hannah Golden

Bill in Chancery
April Term of the Court of Common Pleas of Union County
Filed 1846.

Mr. Clerk issue a Subpoena for William Golden Thomas Crippen William Gibson Edwin Draper as witnesses in behalf of the petitioner James Golden

March 20-1846 J. C. Dougherty

Richard Reed, add the above
April 11th 1846 J. C. Dougherty

Union Court Pleas

James Golden

v

Hanna Golden

Service —	$0-35
Mileage — —	20
Copy — — — —	20
	75

Filed Oct. 27 1845
John Cassil Clk

Served the within writ by delivering a certified copy of this writ personally to the defendant Hannah Golden. Also a copy of the plaintiffs Bill — Oct 9th A.D. 1845

Tho. M. Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Hannah Golden

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 28th day of October next ensuing, to answer a Bill in Chancery, exhibited against her by James Golden

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 20th day of August A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Com. Pleas

James Goulden
vs
Hannah Goulden

Service — 0,50
Mileage 25
$0,75

Jno M Robinson
Sheriff

Filed April 14th 1846
John Cassil Clerk

Service March 25th 1846 on Hon. Joshua R. Giddings as Children by reading to them the within summons and at the same time with copy thereof Hon C. Sheldon D. P. Sheriff Served March 25, 1846 on G. Draper by reading to him & giving a copy 1846 on Wm Giddings Esqr. Defendant his Fee Mileage 25 Serv 50 Brief

W. Sheldon Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

TO THE SHERIFF OF SAID COUNTY, GREETING:

We command you to summon William Gibson, Thomas Griffin, William Golden, & Gideon Draper ~~Jr.~~

to be and appear before our Court of Common Pleas of said County, at the Court House in the town of Marysville, on the ~~first~~ Second day of ~~next~~ Term, at 9 o'clock, A. M., to testify and the truth to speak on behalf of James Goulden in a certain matter in controversy in our said Court depending: wherein James Goulden " plaintiff, and Hannah Goulden " defendant.

And this they shall in no wise omit under the penalty of the law; and have then there this writ. Witness John Cassil, Clerk of said court at the Court House aforesaid, this 20th day of March A. D. 1816

John Cassil CLERK.

Union Common Pleas

James Golden
vs
Hannah Golden

Pltffs. Witness

Serve by reading
April 11th 1846.
by Order

Serve — 12½
Milege — 10
$0,22½

Wm M Robinson
Sheriff
Filed April 15. 1846
John Carroll Clk

The State of Ohio, Union County, ss.

To the Sheriff of of said County, Greeting

We command you to summon Richard Reed to be and appear before our Court of Common Pleas of said County, at the Court House in the Town of Marysville, on the second day of next term, at 9 o'clock A.M. the truth to speak & testify on behalf of James Golden, in a certain matter in controversy in our said Court depending wherein James Golden is ~~defendant~~ Plaintiff & Hannah Golden Defendant And this he shall in no wise omit under the penalty of the law: and have you then there this writ

Witness John Cafsil, Clerk of said Court at the Court House aforesaid this 11th day of April A.D. 1846

John Cafsil, Clerk

No. 45-CH-15

Union Common Pleas Court.

Ranson Clark
Plaintiff,

AGAINST

W P Woods - et al
Defendant.

In Chancery

AUG TERM 1847

Judgment VS Plaintiff

Dismissed

Recorded &
Indexed,

Journal 4 Page 41

Record No. 3- Page 120

Ex. Doc. Page

Answer, Plea, etc. must state the allegations of fact, fraud, or mistake

No 25

Adams Com Pleas

Ransom Clark
vs
Bill
Wm W. Woods et als

Filed Aug 18. 1845
John Cassil Clk

Filed as amended Dec 31st 1845
John Cassil, Clerk

Cost Bill sent
Record

Recorded

To The Honorable the Judges of the Court of Com Pleas when in Chancery sitting

Humbly Complaining

Sheweth your Orator Ranson Clark a resident of the County of Union Ohio That in the month of June 1837 Judgments were rendered against your orator in favor of the Clinton Bank and Urbana Banking Co in this ~~County~~ court that by combination or other malign influences after the failure of the Urbana Banking Co. between the Sheriff Wm W. Steele the appraisers Mains Wasson Norman Chipman & Cyprian Lee ~~[illegible]~~ your ~~[illegible]~~ and bidders Silas Q. Strong, Wm W. Woods all of whom your ~~[illegible]~~ aforementioned a nominal sale was had for ten acres of land lying about one mile east of Marysville and part of Survey No. (3351.) and four intols in the Town of Marysville (to wit) Lots Nos. 6. 8. 16. & 17. That by fraud, criminal neglect, or a wilful disposition to injure and oppress your Orator the same was sold for Urbana Paper at its face or apparent value postponing the claim of prior issue by the Clinton Bank. That the appraisement was not conducted as required by statute and was not in amount equal to the improvements sold exclusive of the lands. That there was no advertisement of the same as required by statute or otherwise so as to conform to the Law substantially. That the Town lots were Bot by Wm W. Woods and the out Lot or ten acres of land by Silas Q. Strong. That your Orator was informed by the Sheriff a few days before the sale which was had on the 26th of August 1842, that the time for the sale of your Orators property for that term was over ~~That~~ your Orator further sheweth that he was thereby put off his guard and was surprised to learn on the morning of the next term and before court called that a sale was had as charged above by your

Orator

forthwith repaired to the court House to be present and resist the confirmation of the sale. That before court called the said Woods called your Orator a side and proposed that he would release his part of the purchase for 300.$. in Urbana funds and nothing further should be done in the sale that your Orator confided in him and accepted his terms and time was to be given for the payment that so this matter rested and your orator attended court to resist the confirmation of the sale to strong and positively charges that it never was done in a public and audible voice, and but two associates on the bench one being Strong a Buyer ~~and not at all until the president left the court and consequently was incompetent to confirm a sale to one of the judges.~~

Your Orator further charges that before court the lots bot by Woods were sold to one A. Hall and that the above proposition was to enable him to cheat and defraud your Orator herein and procure a fraudulent transfer without value to of your orators property. That at the subsequent term of the court application was made by your Orators atty. to set aside said sale on account of irregularity therein and as the deed had been made the motion was over ruled. ~~In tender consideration whereof and in~~ Your Orator further charges the ownership of the said lots returned to the said Woods and that possession was obtained of said property by force not allowing your Orator an opportunity to test the question of sale in that way In tender consideration whereof and in as much as your Orator remedyless on the law side of this court your Orator prays that the said sales may be set aside and that your orator may have other and further relief in the premises as equity and

good conscience may justify and require
And as in duty bound he will ever pray &c
By Wm Lawrence
his Sol

Union Com Pleas

Silas G Strong

vs } Answer in Chy.

Ransom Clark

Filed July 7. 1846
John Cassil Clk

By P. R. C.

The separate Answer of Silas G. Strong, one of the defendants to a bill in Chancery exhibited against himself and others by Ransom Clark in Union Com. Pleas—

And the said deft. now comes and for answer to the Complainants said bill or so much thereof as he is advised is material for him to answer unto says — — — — — — That so far as concerns the Official business performed by Wm. McSteele as Sheriff, in the levy sale &c. of the real estate refered to in the Complainants said bill, this deft. is not particularly informed, but believes from the knowledge he has thereof, that the same was honestly and correctly done.—

And this deft. further answering says, that it is true, that he did bid off at Sheriff sale, the ten acres of land refered to in Complainants said bill, under the following circumstances— This deft. was surety for the Complainants on a claim, which was reduced to a Judgement and in favor of the Urbana Bank, the same Judgement on which said land was sold — And hence it became the interest of this deft. and a duty he owed to himself, to have the said property so levied on — for said Judgement sold as soon as possible, for the purpose of stopping costs and interest on the same, as the said Complainant was believed to be insolvent and unable to pay his debt.— Therefore as above stated, deft. bid off said land with honest intentions, as above stated — And paid the same in notes of the Urbana Bank, the said Judgement being in favor of said Bank, as aforesaid,— And this defendant further says, that he has always been willing to let the said Clark have the said land back again, by paying this deft. the amount of money paid out on the purchase of said land, and re-

leaving this deft. from his liability - as such Trustee as aforesaid, - And says that he, this defendant - is still willing to let - Complainers - have it upon the same conditions, as this deft. did not buy it for the purpose of speculation, but to honestly secure himself as far as possible against his liability - to pay the Complts said debt - And further answering this defendant says, that it - is not - true as charged in Complainants said bill, that - this deft. was on the Bench, as one of the two associate Judges, officially acting in the confirmation of said sale, or that he participated in that act of confirmation and this deft. hereby positively denies said charge - And as to the charge in said bill that "said sale never was confirmed in a public and audible voice," this deft. affirms that it was confirmed in the usual manner of doing business in Court - according to this deft. recollection, which is not very distinct on the subject, but this deft. says that he was not in the habit of speaking to the Court in any other than an audible and public voice, and he knows that he had no intention or desire to attend to that business in any other, than the usual way, nor did he, for he was acting honestly and in Good faith, and was not aware that the Complts wished to oppose the said confirmation. - And this deft. further answering, denies all fraud and combination of any description, name or nature whatever he stands charged, and says that it was the desire of this deft. to have all the Complainants said property sell as high as possible, and it was obviously his interest to have all except what he bought himself or sold - And having thus fully answered he prays to be hence dismissed with his Cost &c. -

Silas C. Strong

by P. B. Cole his Atty.

State of Ohio
Union County } Before me a Justice of the Peace in and for said County of Union personally came Silas G. Strong and made solemn oath that all the several matters and things set forth in the foregoing answer as from the information of others, he believes to be true, and that all the other matters & things therein set forth were true in substance and in fact Silas G Strong

Sworn to and subscribed to this 27th day of June 1846 before me
James R. Wilkinson J.P. (Seal)

Union Com. Pleas

Ranson Clark

-{ Chancery.
Summons

W W Woods et al

Service — $1-15
Copies — 0-75
Mileage — 5
$1,95

Wm M Robinson
Sheriff

Filed Aug 19. 1845
John Casner Clk

Served the within writ by delivering to each of the within named defendants certified copy of this writ to Each of the

August 19 th 1845

Wm M Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Mr. M. Steele, Norman Chipman Mains Wason Cyprian Lee & Silas G Strong

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Fourth ~~day of the term next ensuing~~, to answer a Bill in Chancery, exhibited against them by Ranson Clark

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 August A. D, 1845

John Cassil Clerk of Com. Pleas.

In Union Com Pleas

Wm. W. Steele
ads
Ransom Clark

Filed Oct. 24th 1845
John Caffee, clerk

Allison & Conroy

The answer of William W. Steele to the Bill of Ransom Clark exhibited against himself and others in Union Com Pleas.

The said Wm. W. Steele now comes and for answer to the said Bill of the said Ransom Clark or to so much thereof as he is advised it is material for him to answer unto, answering says, that the judgments in favour of the Urbana & Clinton Bank, were rendered as charged in Complainants Bill. That executions issued upon said judgments under which levies were made upon said property, but expressly denies that the levys upon the two judgments were made in Conjunction, or in otherwords, that there was no priority of lien existing in favour of either, but respondent states that the levy in favour of the Urbana Bank was somewhat preceding ~~the~~ ~~that~~ of the Clinton Bank, which gave that of the Urbana Bank a priority over the other. That Respondent accordingly, as Sheriff of the County of Union, had the said property appraised and advertised, and sold the same to the persons named in said Bill all of which was done by Respondent, honestly and fairly, without fraud ~~or~~ combination, or any other malign influence, and to the best of his ability as an officer, That it is true the money arising from said sale, was paid in Urbana paper, but the said Bank having a priority, he had a right

to receive their own paper in discharge of the claims due said Bank. and which was satisfactory to said Urbana Bank. That said money would be received by respondent, was, or might have been known, to all who wished to purchase said property, and which was not, nor could not, respondent believes, be prejudicial to Complainant. That this Court confirmed said sale being satisfied of the legality of the proceedings of Respondent therein. Respondent has no recollection, and denies ~~that~~ he ever told complainant, previous to the 26th of August 1842. that the time for the sale of said property was over for that term, as is charged in said Bill. And the said Wm W Steele positively denies all fraud and combination wherewith he stands charged, and having thus fully answered he prays to be hence dismissed with his costs &c.

Wm W. Steele

By Allison & Lowry his Solts

In Union Com Pleas

Cyprian Lee et al
vs
Ransom Clark

Answer

Filed Oct. 24th 1845
John Cassil, Clerk

Allison & Conway

The joint and several answer of Mains Masson Leipsiah Lee & Norman Dispo to a Bill of Complaint exhibited against them and others in Union Com Pleas By Ranson Clark.

And the said Respondents Come and saving and reserving all benefit or right of exception to the manifest incon-sistencies, and errors by the joinder of persons claiming different interests &c in said Bill Contained for answer thereto ~~they~~ ~~or to so much~~ ~~thereof as they are advised it is material for them to answer~~ say that as to the matters and things charged in said Bill concerning the judgment of the Clinton Bank the levies &c they know not whether true or false. That ~~the~~ they were called upon by the Sheriff Wm. M. Steele about the 1st of March 1842 to appraise the property described in Complainants Bill on an execution in favour of the Urbana Banking Co. against said Complainant & others, that being sworn according to law they did appraise said property at what they considered a fair cash value. which appraisement was honestly and fairly made without fraud or collusion. And these respondents deny all fraud and combination whatever. whereunto they stand charged and pray to be hence dismissed with their costs &c.

By Allison & Curry their Solts.

Union-Common Pleas

Ransom Clark
vs
W. W. Woods

Service — $0-35
Copy — 15
Milege — 5
$0,55

Wm W Robinson
Sheriff

Filed Jan 28. 1846
Joh Carnell Clk

Received this writ January 3d 1846 - Served the same day by delivering a certified copy of this writ to the defendant personally

Wm W Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon William W. Woods

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 him by Ransom Clark

and this he 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 31st day of Decr.

A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Com Pleas

W W Woods

vs } Answers

Ramson Clark

Filed June 15. 1846
Joh Cassil Clk

By P. B. C.

The separate answer of William H Wells one of the defendants to a bill in Chancery exhibited against himself and others by Ransom Clark, in the Court of Com Pleas Union Co. Ohio. — And the said defendant now comes and for answer to the complainants said bill or so much thereof as he is advised is material for him to answer unto, says that so far as concerns the official business performed by William W Steele Sheriff of Union County in the sale of the Town Lots referred to in complainants said bill, this deft. is not particularly informed, but believes from what he does know or has heard, that the same was correctly honestly and legally performed. — Said this deft. further answering says, that he honestly bid off the said Town Lots in Marysville (mentioned in complainants said bill) and that he paid for the same in the notes of the Urbana Bank as far funds (except the costs which he paid in par money) the judgement for which said Lots were sold being in favor of the said Bank. — And it compelled by statute to receive its own notes in payment as this deft. always understood — And as to the conversation between this deft and the complt. referred to in the complainants said bill, this deft. says that it is true he had a conversation with the complainant some time after the sale of said Lots concerning the same, in which this defendant did offer to let complt have the said Lots again provided the complainant would pay deft. three hundred dollars in Urbana Bank paper and twenty dollars in par money. — The complainant said he would pay the three hundred dollars in Urbana funds, but refused to pay the twenty dollars in good money. — Thereupon they separated disagreeing — decidedly and wardly as it regarded the said twenty dollars — since which ~~time~~ no offer has ever been made by, or offered to this defendant for the redemption of said Lots by

complt. And this defendant positively denies that he ever agreed to let the plaintiff redeem said lots for three hundred dollars in Urbana funds - And says the charge to that effect in Complainant's bill is untrue, - and further says that Complainant never since mentioned the subject or offered the money, or claimed to this defendant that there was any such agreement, untill he did so in his said bill. And this deft further answering says says that it is true he sold said Lots to one A Hall honestly and bona fide for the sum of $407,00 and which price was paid down by the said Hall at the time of the sale. And further says that said Hall afterwards sold one of said lots to wit Lot No 16 to one J. Burl and some two years afterwards this deft in a trade of property with said Burl got said Lot No 16 from him. And this deft further answering says that in the fall of 1844 he and one J. Sherman, bought one half of an other of said lots to wit, No 17 but the possession thereof has always remained in the said Complt. and an action of ejectment is now pending in this Court for said half Lot No 17 against said Burl in favor of this defendant and said Evans. this defendant positively denies that the ownership of said lots have returned to him except No 16 and the half of No 17 as above stated and they returned in the way above stated. and as to the charge in said bill that this defendant got possession of said lots by force this defendants denies it, and says said charge is false for this defendant has never had possession of any of said lots except No 16 as above stated. And the possession of that he received from the said Burl. And this deft is informed and believes that ~~same~~ the Complainant gave possession thereof to the said Hall peaceably on ~~an~~ verbal agreement between complt. and said Hall that if the Complt. succeeded in getting the said Sheriff sale set aside the said Hall was to return the possession to him, This deft. says the said Hall afterwards ~~the~~ it was considered the title was ~~in~~ fairly established and confirmed. sold any ~~same~~ possession of said Lot No 16 to the said Burl and the said Burl afterwards ~~also~~ above

stated sold and gave possession thereof to this defendant which is the true manner by which the Deft became possessed of the same: ~~and~~ And this Deft further answering says that he never spoke with the appraisers of said Lots or either of them concerning ~~thereof~~ said appraisement or the Lots previous to the said Sheriff Sale, and further says that he this Deft. never spoke with the Sheriff directly or indirectly concerning said lots untill the morning of the sale, — And this defendant positively denies all fraud and combination wherewith he stands charged — And charges that if there was ^ any legal errors in the proceedings of the Sheriff (but this Deft. is not aware of any) the time for the correction of such errors was at the time the sale was confirmed — And if any such errors ever did exist they were cured, by the confirmation of the sale Sheriff's deed and lapse of time, this Deft ~~being bona~~ and those claiming under him having held peaceable possession of said Lot No 16 for about three years previous to the commencement of this suit and made extensive and valuable improvements thereon — And having thus fully answered ~~this Deft~~ prays to be dismissed with his Costs

William W Woods

By P. B. Beale his Sol.

State of Ohio Union County, ss

Before me the ~~subscriber~~ undersigned a Justice of the peace in and for said County personally came W W Woods, who being duly sworn says that all the several matters and things set forth in the foregoing answer, as from the information of others he believes to be true and all the other matters and things therein set forth are true in substance and in fact

W W Woods

Sworn to and subscribed before me this 15th of June 1846 James M. Wilkinson J.P.

Chancery Case File

Case No. 1845-CH-0016

No. 45-CH-16

Union Common Pleas Court.

Christopher Hauenstein et al
Plaintiff,

AGAINST

John Bachmanerol
Defendant.

APR TERM, 1843

DECREE FOR PLAINTF

Recorded &
Indexed.

Journal 3 Page 381

Record No. 4 Page 5-08

Ex. Doc. Page

In Union Com Pleas

Christopher Hennawalt & Elizabeth Bachman Adm.
vs
~~Elizabeth~~ John Bachman
et als

Petition to sell

Filed Sept. 15th 1845
John Cassil, Clerk

Cost bill issued

Allison & Cuvry

To the Court of Common Pleas of the County of Union. Ohio. in Chancery Sitting.

Your petitioners, Christopher Hanawalt, & Elizabeth Bachman administrators of the estate of Jacob Bachman, deceased, respectfully represent: That the total value of the personal estate and effects of said decedent is, as near as can be ascertained, One hundred & forty seven & 78/100 dollars which will more fully appear by the certificate of the Clerk of this Court, herewith filed, marked (A): That the amount of debts owing by the deceased, as nearly as they can be now ascertained, amounts to ~~two~~ hundred and eighty two dollars, and the amount of the charges of administration to dollars. The personal effects and estate are insufficient to pay said debts.

The said decedent died seized in fee simple of the following real estate, situate in the Township of Millcreek, Union County, Ohio, being and known as the west part of Lot No. eight of survey No. 3006 of the Virginia Military district, adjoining the lands of Lewis Jenkins, Jacob Hartman & others. Begining at a beach and ironwood stump in the middle of the Marysville road it being the S. W. Corner of the said Jenkins land in the west original line of the aforesaid survey & running thence with said line South thirty one degrees east sixty six poles to an ironwood and ash. thence N. 8° E. fifty seven and a half poles to a stake, thence N. eighteen degrees west sixty three poles to a stake in the road near a beech and sugartree stump

in said road, thence with said road South 80° West seventy four poles to the Begining containing twenty five acres, more or less.

The said decedent died, leaving your Orator Elizabeth Bachman his widow, who is entitled to dower in said premises.

The following persons are the heirs of having the next estate of inheritance in the premises above described, from the said decedent, namely. John Bachman, Josiah Bachman, David Bachman, David Conklin and Hester Ann his wife, ~~Joseph Leyman and~~ ~~Leyman his wife~~ and Jacob Bachman all residents of said Union County, Joseph Leyman and Fanny Leyman his wife who are non residents of this State, and Emery Nathan Loran and Anna Loran his wife whose place of residence is not known.

Your petitioner prays that the said ~~widow and the said~~ persons above mentioned and described, having the next estate of inheritance in said premises, from said decedent be made parties defendants to this petition: that the dower of the said Elizabeth Bachman may be set off, the several rights &c of said defendants adjusted, &c; and that your petitioner may be ordered to sell said real estate, &c, and such other relief &c

By Allison & Curry Sols
for petitioner

Filed April 13. 1846
John Cassil Clk

SALE OF REAL ESTATE
BY ORDER OF COURT.

On the 31st day of January 1846, at 2 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 Bachman, deceased, to wit: situate in the township of Mill creek in the county of Union, and State of Ohio, being and known as the west part of lot No. 8 of survey No. 3006 of the Virginia Military district, adjoining the lands of Lewis Jenkins, Jacob Hartman and others; beginning at a beach and iron wood stump in the middle of the Marysville road, it being the s w corner of the said Jenkins' land in the west original line of the aforesaid survey, and running thence with said line s 31 deg. e 66 poles to an ironwood and ash; thence n 18 deg. w 63 poles to a stake in the road, near a beach & sugartree stump in said road; thence with said road s 80 deg. w 74 poles to the beginning, containing 25 acres more or less, subject to the dower of the widow. Appraised at $8 00 per acre. Terms of sale, one third cash in hand, one third in one year, and the balance in two years, with interest from the day of sale, to be secured by mortgage on the premises.

CHRISTOPHER HANAWALT,
ELIZABETH BACHMAN,
Adm'rs of Jacob Bachman, dec'd.
December 27, 1845.

The State of Ohio, Union County SS.
I, A. G. Cassil, do make solemn oath that a notice, of which the annexed is a true copy, was published for four weeks, successively, immediately previous to the 31st day of January 1846, in the Eaglet, a newspaper of general circulation in the County of Union, where said lands are situate.
A. G. Cassil, pub.

Sworn to and subscribed before this 13th day of April A.D. 1846.
James Lemon J.P.

SALE OF REAL ESTATE

BY ORDER OF COURT.

On the 31st day of January 1846, at 2 o'clock in the afternoon, at the door of the court house, in the town of Marysville, will be sold to the high-

Bond John A.	2992
Beard Michael	1307
Mill Creek tp.	
Workman D.	7074
Winchester Timothy	6420
Parthemore Jacob	13979
same	
Marshall Joshua	7754 7930
McLimber Jeremiah	2990
Layman Jacob	3005
Hemmingway Dandridge	3656
Hoge James & Mary	5234
Fenton Emanuel	3005
Converse Parley	3754
Converse Silas	3754
Broom R. L.	6420
Jerome township.	
Welch Bill	6602

The State of Ohio, Union County SS.

I, A. G. Cassil, do make solemn oath that a notice, of which the annexed is a true copy, was published for four weeks, successively, immediately previous to the 31st day of January 1846, in the Eaglet, a newspaper of general circulation in the County of Union, where said lands are situate.

A. G. Cassil, pub.

Sworn to and subscribed before me this 13th day of April A.D. 1846.

James Lemon J.P.

(A)

Filed Sept 15th 1845
John Cafoil, Clerk

I John Cassil Clerk of the Court of Common Pleas in and for the County of Union, Ohio, hereby certify that the sale Bill of the estate of Jacob Baughman deceased as returned to this office by the administrator amounts to One hundred and forty seven dollars and seventy eight cents. Given under my hand this 13th day of September A.D. 1847

John Cassil, Clerk

In Union Com Plas

David Conklin et al
vs

Christopher Hanamatt
et al Admrs

Filed Oct. 28th 1845
John Cassil, Clerk

Christopher Hanawalt
& Elizabeth Bachman,
Adm^rs of Jacob Bachman
dec^d vs
John Bachman, Josiah Bachman,
David Bachman, David Conklin
and Hester Ann Conklin his wife,
Jacob Bachman, Joseph Lyman
~~Fanny~~ Lyman his wife, and
Emery N. Loran, and Anna Loran
his wife.

In Union Com Plas,

Petition to Sell.

And the said
John Bachman,
Josiah Bachman,
David Conklin,
Hester Ann Conklin,
his wife, Jacob Bachman
~~Joseph Lyman, Fanny~~ and David Bachman,
in their own proper persons, come and
waive process, and appear to said petition,
and hereby consent to the sale, &c., of
the premises in the petition described
as prayed.

David Conklin Esther Conklin her wife
~~Jacob Bachman~~
David Bachman
John his X mark Bachman
Jacob Bachman

Wm Hays
John Hutchinson
Jas Thompson Jr

Filed, Oct 29. 1845
John Cassil Clk

And the Trustees of each to
select persons having the qualifications of
electors to serve as Jurors the ensuing
year as follows, to wit:

UNION, COMMON PLEAS—PETITION TO SELL LAND.

Christopher Hanawalt and Elizabeth Bachman adm'rs. of Jacob Bachman, deceased, vs John Bachman, Josiah Bachman, David Bachman, Jacob Bachman, David Conklin and Hester Ann his wife, Joseph Leyman and Fanny his wife, and Emery N. Loran and Ann his wife.

To Joseph Leyman, and Fanny Leyman his wife, and Emery N. Loran and Ann Loran his wife, who are heirs and legal representatives of Jacob Bachman, deceased:

You are hereby informed that on the 15th day of September 1845, said administrators filed their petition in the Court of Common Pleas of Union county, Ohio; the object and prayer of which petition is to obtain an order, &c., at the next term of said Court, for the assignment of the dower of Elizabeth Bachman, the widow of said Jacob Bachman, deceased, in, and for the sale of the following real estate, (of which the said Jacob Bachman died seized,) or so much thereof as may be necessary to pay the debts of said decedent, to wit: The homestead and farm upon which the said Jacob Bachman resided at the time of his decease, being the west part of Lot No. 8 of survey no. 3005 of the Virginia Military District, situate in Mill-creek Tp. Union county, Ohio, and containing twenty-five acres more or less.

CHRISTOPHER HANAWALT,
ELIZABETH BACHMAN Adm's
of Jacob Bachman, deceased.

By ALLISON & CURRY, Sol's.

September 20, 1845.

The State of Ohio, Union County ss.

I, G. A. Cassil, do make solemn oath, that a notice, of which the annexed is a true copy, was published for four weeks, successively, immediately previous to the 25th day of October, 1845, in the Eaglet, a newspaper of general circulation, in said County of Union, where Jacob Bachman, deceased, last dwelt.

G. A. Cassil, pub.

Sworn to and subscribed before me, this 28th day of October 1845

James Turner J P

In pursuance of the within order of court, We gave notice of sale in due form of law, and at the time and place mentioned in said notices for said sale, to wit, at the door of the Court House in the Town of Marysville, on the 31st day of January, 1846, We offered said property at public vendue, and Robert Gamble having bid therefor One hundred and thirty nine dollars, 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, being five dollars and fifty six cents per acre,

Univ Com Plea

Bachman's Admrs.

vs

John Bachman Dec'd

Order of Sale

Fees $29.94 in the whole case including $8.00 Attorney's fee

~~Publication of notices~~

April 13th 1846

Christopher Hanawalt
Elizabeth Bachman
Admrs of Jacob Bachman
deceased,

Filed April 13. 1846
John Carrell Clk

State of Ohio Union County

To C. Hannawalt & Eliz: Bachman Adm. of Jacob Bachman,

C. Hannawalt &
Elizabeth Bachman
Adm. of Jacob Bachman decd

—

John Bachman decd

Petition to sell land,

On Motion to the Court by Allison & Curry. Counsel for Petitioners and upon producing the assignment of Dower, and appraisement herein made, by Joh Hutchison, James Thomson Jr. and Wm Hay, under a former order of this Court, It is ordered that said Administrators proceed according to law, to sell the real Estate in said Petition described subject to the said Dower estate of the said Elizabeth Bachman and upon the following Terms, One third cash in hand One third in One year, and the Balance 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 I. John Cassil Clerk of said Court Certify the foregoing entry, Correctly copied from the Journals of the Court Plea. Court at the Oct Term 1845.

Witness my hand and seal this 25th day of Nov. AD 1845.

John Cassil Clerk

Backman vs Backman

file 6 Docket 6 Asp. 8 cer. of amount of sale bill 25 file 6	45
Asp. of Deft 40 file ~~& Asp~~ 4 proof of pub. 10 Aff 25 file 4	83
Order of Asp. 25 cer. 50 return & file 10. Order of sale 50	135
return & file 10. Copy of papers 20¢ record 2,50 con 10 Confir. of sale 25	502
Cost Bill & sat 47½	47½
	8,12½
	82
Sheriff 32. Justice Hays on aff. 25 Thompson on do 25	1300
Appraisers each 1,00 Printers fee 10,00	21,24½

Admr. of J. Bachman
vs
John Bachman & others

Appraisement

Filed Oct. 30th 1845
John Cabiel, Clerk

State of Ohio Union County. ss.

To Wm Harp John Hutchinson & Jas Thompson Jr Greeting

On Motion to the Court by Mr. Allison Counsel for the Petitioner it is ordered, that the said Elizabeth Bachman be endowed of one equal third Part of the following Real Estate in the Petition mentioned viz Situated in Mill Creek Township Union County Ohio, being & Known as the West Part of Lot No 8. of Survey No 3006. of the Virginia Military District adjoining the lands of Lewis Jenkins Jacob Hartman & others, Beginning at a beech and Ironwood stump in the Middle of the Marysville road N being the S. W. Corner of the said Jenkins land in the West Original line of the Original Survey & running thence with said line S. 31° E. 66 poles to an Ironwood and Ash, thence N 8° E. 57½ poles to a Stake thence N. 18° W. 63 poles to a Stake in the road near a beech & Sugar tree stump in said road thence with said road S 8° W. 74 poles to the beginning Containing 25 acres And it is further ordered that William Harp. John Hutchinson & James Thompson Jr. being first duly sworn do upon Actual View of the premises Set off and assign the said Dower to the Said Elizabeth Bachman and make return of Such assignment together with a Just Valuation of said real Estate Subject to said Dower Forthwith

I John Cassil Clerk of Said Court of Common Pleas of Union County Ohio Certify the foregoing a true Copy of the Journal Entry entered Oct 29 AD 1845.

John Cassil Clerk

Elizabeth Bachman

Christopher Hanawalt, Administrator of the Estate of Jacob Bachman Dec.
John Bachman vs. Josiah Bachman and others. In Obedience to the Order of Court in this Case after being duly sworn and upon actually view of the premises in said petition described we the undersigned Appraisers do find that said premises are entire and that no division thereof can be made by Meles and bounds and do therefore set off and assign to said Elizabeth Bachman as and for her dower therein the sum of eight dollars 33⅓ cts yearly during her life being one third part of the clear annual rents issues and profits of said premises and we do Estimate the just value of said real Estate subject to and incumbered by the payment of said sum yearly at eight dollars per acre. October 30th A. D. 1845

Signed { William Hays
John Lutetrisa
James Thompson } Appraisers

Appraisers Fees $2.00
Justices " 050

State of Ohio Union County ss.
On the 30th day of Oct. 1845 before me personally appear John Hutchinson and James Thompson two of the within named and made solemn oath that they would upon actual view honestly and impartially assign dower and appraise the real Estate of Jacob Bachman Dec. in pursuance of the Order of the Court of common pleas of Union County in the case of Christopher Hanawalt & Elizabeth Bachman Administrator vs John Bachman and others

Oct. 30th 1845 — William Hays
Justice of the peace of said County

State of Ohio Union County ss
On the 30th day of October 1845 before me personally appeared William Hays one of the above named and made solemn oath that he would upon actual view honestly and impartially assign dower and appraise the Real Estate of Jacob Bachman dec. in pursuance of the order of the Court of Common pleas of Union County in the case of Christopher Hanawalt & Elizabeth Bachman administrator vs John Bachman and others

Oct 30th A.D. 1845

James Thompson Justice of the peace of said County

Chancery Case File

Case No. 1845-CH-0017

No. 45-CH-17

Union Common Pleas Court.

Adam Pickey Plaintiff,

AGAINST

Nathan Searle et al Defendant.

JUL TERM. 1846

Partition

Decree for Plaintiff

Journal 3 Page 448

Record No. 4 Page 570

Ex. Doc. Page

In Union Common pleas

Adam Richey Guardian, &c. vs. Nathan Soule & Polly Soule	Petition for partition

Filed Oct 25. 1845
John Cassil
Clk

Cost bill made

Recorded Vol 4. Pages
570. 71. 72. 73. 74.

Alison & Curry
Solicitors.

Copied
45

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

Your Petitioner Adam Riches of Union County, Ohio, Guardian of John Harrison, Margaret Harrison, and Aaron Harrison, minor heirs of Moses Harrison, late of said County deceased, represents that the said John, Margaret, and Aaron have a right to and are each seized in fee simple of one undivided third part of the following real estate, situate in the County of Union and State of Ohio, and bounded and described as follows: — being part of Entry No. 2365 in the Virginia Military District: Beginning at two small beeches and an elm, the South West Corner of John Philips survey; Thence South ten degrees East 156 poles and eight links to a red elm and stake; Thence North eighty three degrees east 102 poles and eight and one third links to a stake, sugar and beech; Thence North ten degrees West 156 poles and eight links to a stone; Thence South eighty three degrees West 102 poles and eight and one third links to the beginning; — Containing One Hundred acres, more or less. — And your petitioner further represents that Polly Soule of said County of Union, late the Widow of said Moses Harrison deceased, but now intermarried with Nathan Soule of said County, as such Widow became entitled, and is now entitled to Dower in the same premises. Your petitioner therefore prays, that partition of said lands may be made, and the dower of the said Polly Soule 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 Allison & Curry
Sol.s for Petitioner.

I have Executed the Command of the within writ by the Oaths of John McCampbell John Hutchinson & James A Conny whose report is herewith filed as a part of this Return

April 14. 1846. Wm P Robinson — Sheriff

Union Court Pleas

Adam Richey Guard. &c.

vs

Nathan Sole et al
Writ of Partition

Service — —	$1,00
Mileage — —	50
	$1,50

Wm P Robinson
Sheriff

Filed April 14. 1846
John Cassel Clk

Adam Pickey Guardian of Heirs of Moses Harrison decs^d
vs
Nathan Soule & Polly Soule

This Cause came on to be heard upon the Petition Answer of Nathan Soule and Polly Soule &c. and was Argued by Counsel On Consideration whereof it is ordered that by the Oaths of John McCampbell John Hutchinson & James A. Curry one equal third part of the lands in said Petition described be assigned and sett off to the said Polly Soule as her Dower estate and that by the like Oaths of the same John McCampbell John Hutchinson and James A. Curry Partition be made of said lands subject to said Dower Estate in the following Proportions to wit to the said John Harrison one equal third part to the said Margaret Harrison one equal third part and to the said Aaron Harrison one equal third part And it is further Ordered that 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.

The Foregoing Entry is a true Copy from the Journals of the Court of Common Pleas made on the 29th day of Oct. AD 1845.

Witness John Cassil Clerk of said Court at the Court House this 10th day of November AD 1845.

John Cassil Clerk

In Union Common pleas.

Adam Richey Guardian, &c vs. Nathan Soule & Polly Soule	In Partition

Answer.

Filed Oct 29. 1845
John Cassil Clerk

In the Court of Common pleas, of Union County, Ohio.

The joint Answer of Nathan Soule and Polly Soule to the petition for partition, of Adam Richey Guardian of the minor heirs of Moses Harrison deceased.

The said Nathan Soule and Polly Soule now come, and for answer to the said petition of the said Adam Richey Guardian as aforesaid, say that they are willing, and do freely consent that partition may be made of the said premises in said petition mentioned, and dower assigned therein, in manner as is prayed for in said petition; and that the same may be done at the October Term 1845 of said Court, or at any time thereafter.

Nathan Soule
Polly x Soule

In pursuance to the order of the court of Com Pleas of Union County held in Marysville on the 29th day of Octo 1845 we have proceeded to view the lands described in said order and have assigned and set off to to the said Polly Soule the following described Lot it being the one third of said Land Containing Thirty three and one third Acres beg. at a stone in the Line of said survey thirty four and ~~to~~ poles from the S. W. Corner of said survey thence N. 83° E 102 poles to 2 beeches thence N. 10 W. 52⅔ poles to a stone thence S. 83 W. 102 poles to a stone in the run thence S 10° E 52⅔ poles to the beginning

This 17th day of Nov AD 1845 — Jo[illegible] McCampbell Commissioner
John Hutchison
James Clark

Commissioners fees $3.50

Union Court Pleas

Adam Richey &c

v Writ in Partition

N. Doule et al

Service — — $1-00
Commissioners fees 3-00
Surveyor — — 2-00
$6,00

Wm M Robinson
Sheriff

Filed July 29th 1846
John Capel, clerk

I have Executed this writ, by the oaths of the within named Commissioners whose return is here with returned
July 29th 1846 — Wm M Robinson Sheriff

State of Ohio Union County ss.

To the Sheriff of Union County Greeting

We command you that without delay by the Oaths of John McCampbell, John Hutchinson & James A Curry you cause, Polly Soule, ~~widow of~~ late widow of Moses Harrison, deceased to be endowed of one third part, of the following real estate to wit Part of Entry No 2365. in the V.M. District beginning at 2 small beeches & an Elm; the South West Corner of John Phillips Survey thence S 10° E 156 poles & 8 links to a red Elm & stake, thence N. 83° E. 102 poles, & 8⅓ links to a stake, sugar, & beech, thence N 10° W. 156 poles & 8 links to a stone thence 8⅓ W. 102 poles & 8⅓ links to the beginning. And also, by the like Oaths of said McCampbell, Hutchinson & Curry, you cause Partition to be made of the same lands subject to said Dower estate as follows. to wit

To John Harrison one equal third part

To Margaret Harrison one equal third part & &

To Aaron Harrison One equal third part

And that your proceedings, in the premises you distinctly certify under your hand to our Court of Common Pleas, of the County of Union on the first day of next Term, together with this writ

Witness John Cassil Clerk, of said Court at the Court House aforesaid this 19th day of May AD 1846.

John Cassil Clerk.

Adam Richey, guard. vs Nathan Soule & Polly Soule

April 16th 1846

In Partition

In this case the proceedings had in Partition, is set aside, and cause continued under former order

The above entry is truly copied from the Court of Common Pleas Journal, April Term A. D. 1846

John Cassil, Clerk

lot no 3 bounded as follows beginning at a stone in the road S. W. corner to the said Polly Sowls lot thence with the road S 10 E. 34 7/10 poles to a red Elm & stake corner of said Survey thence N 43 E. 102 poles to a stake sugar & beach corner to said Survey thence N 10 W. 34 7/10 poles to two beaches corner to said Polly Sowls lot thence with her line S 43 W. 102 poles to beginning containing 22 Acres & 35 poles this lot was set off to the said Aron ~~Harrison~~

Given under our hands & seals this 28th day of July 1846

John McCampbell (Seal)

Aron Hutchison (Seal)

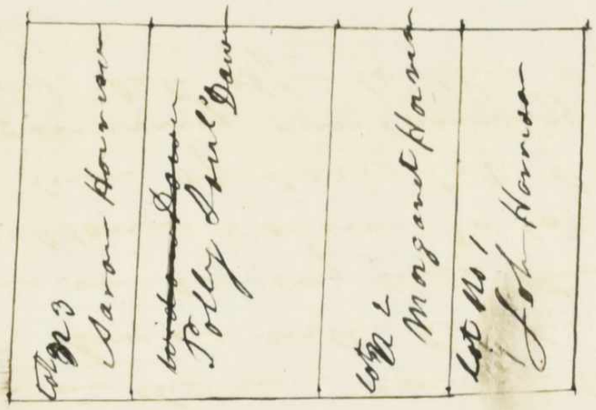
(Seal)

Union Common Pleas

A. Hickey
vs
Sowls

Report of Com.

Filed July 29th 1846
John Caffrey Clerk



In pursuance to an order issued by the court of common pleas of Monroe County and State of Ohio April 6th 1846. We have proceeded to view the premises of the said Moses Harrison Dec. and made partition thereof in the following manner to wit, Beginning at a stone in the run in the line of the survey 69 4/10 poles from the corner of the survey to wit two small Beaches & elm thence N. 83 E. 102 poles to a stone in the survey line thence S. 10 E 52 poles to two Beaches thence S 83. W. 102 poles to a stone in the road thence with the road N. 10 W 52 poles to the beginning containing 33 1/3 acres this being the Dower of the said Polly Dec'd ~~widow Dower~~. lot No. 1. as above marked bounded as follows. Beginning at the above mentioned survey corner to wit two small Beaches & Elm thence S 10 E 34 7/10 poles to a stone in the road thence N. 83 E 102 poles to a stone in survey line thence N 10. W. 34 7/10 poles to a stone corner to said survey thence S 83 = W. 102 poles to the beginning containing 22 acres and 35 poles this lot we set off to the said John Harrison. lot No 2 bounded as follows beginning at a stone in the road corner to ~~last~~ lot No. 1 thence S 10 E 34 7/10 poles to a stone in the run corner to the said Polly Dec'd lot thence with her line N 83 E 102 poles to a stone in survey line thence N 10. W. 34 7/10 poles to a stone corner to lot No 1 thence with the line of said lot S 83. W. 102 poles to the beginning containing 22 acres & 35 poles this lot we set off to the said Margaret Harrison.

Filed May 19.46
John Carrel Clk

Adam Ritchey Guardian } In Union Com Pleas
vs } In Partition
Nathan Soule et al } Issue an alias
Order for Partition

Issued

agreeably to the order of Court, April Term 1846.
May 19th 1846

J. John Cassil Clerk

Allison & Curry Attys for
Petitioner

12.73
2/12
14,85

Cr. 23.33 apl 7. 44.
70.00 Oct. 22. 1844
27.50 Jy 2 45

No. 45-CH-18

Union Common Pleas Court.

Trustees of Theolog. Sem. P.E. Ch.
Plaintiff,

AGAINST

George N Grymes et al,
Defendant.

APR TERM. 1845

Dismissed.

Judgment VS Plaintiff

Journal 3 Page 382

Record No. No Record. Page

Ex. Doc. Page

Union Common Pleas

The Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio.

vs.

George N. Grymes, Lawrence Ashton, et. al.

Petition for Partition

Filed Oct 28. 1845
John Cassil Clk

Cost bill made
No Record

Allison & Curry
Solicitors.

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

Your petitioners the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio, of said State, represent that they have a legal right to and are seized in fee simple of two undivided fifth parts of the following Real Estate, the title whereof accrues to them as grantees of Abram B. Hoge and Martha C. Stuart (formerly Martha C. Grymes) the said Abram B. Hoge being the sole surviving heir of Lucy F. Hoge (formerly Grymes) who was entitled in her lifetime to one undivided fifth part of said lands as a child and heir of Benjamin Grymes deceased the original owner thereof, and the said Martha C. Grymes being also entitled to an undivided fifth part of said lands as a child and heir of said Benjamin Grymes the original owner thereof To Wit: Situate in the County of Union & State of Ohio, being Surveys No's 4404 & 4404 of 1333⅓ acres each, in Liberty Township in said County; and Survey No. 4405 of 1333⅓ acres in Leesburg Township in said County, excepting One Thousand acres heretofore appropriated out of one of said Surveys 4404 as the share of the Locator of all of said Surveys, and an undivided third part of the residue contracted by the Heirs of the aforesaid Benjamin Grymes to be given to Lawrence Ashton, for services by him rendered.

And your petitioners further represents that George N. Grymes is a Tenant in Common with your petitioners, owning one undivided fifth part of said premises; — Virginia Washington Grymes intermarried with Henry Washington, Richard M. Grymes, Wm. F. Grymes, Benjamin F. Grymes, and Thomas

J. Grymes children and heirs of Wm. F. Grymes deceased are tenants in common with your petitioner, owing an undivided fifth part of said premises; — Louisa Grymes (intermarried with Edgar Snowden), Washington L. C. Grymes, Jane B. Grymes, children and heirs of Benjamin Grymes deceased (who was a son and heir of Benjamin Grymes deceased the original owner of said lands), and tenant, and tenant children and heirs of Eleanor Tennant deceased (formerly Eleanor Grymes and daughter of Benjamin Grymes deceased son as aforesaid of the original owner of said lands) are tenants in common with your petitioner in said premises owning an undivided fifth part thereof, subject to the life estate by the courtesy of Hugh Tennant in the share of said Eleanor Tennant deceased.

Your petitioner further state that said Lawrence Ashton resides in the State of Kentucky, but in what part thereof is to your petitioner unknown; and that the other parties in interest herein before named reside in the State of Virginia, and as your petitioner are informed, in King George County in said State.

Your petitioner further state that Thomas J. Grymes, tenant, and tenant, hereinbefore named are minors.

Your petitioner therefore pray that a guardian ad litem may be appointed for said minor heirs, — that the said Lawrence Ashton, together with all the other parties in interest herein before named, and his and their assignees or alienees, if any, may be made defendants hereto, —

and that partition of said premises may be made and the share of your petitioners set off.

By Allison & Curry
Sol^s for Petitioners.

Chancery Case File

Case No. 1845-CH-0019

No. 45-CH-19

Union Common Pleas Court.

Mary E Warburton et al
Plaintiff,

AGAINST

Thomas B Johnson et al
Defendant.

OCT TERM, 1846

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 473-474

Record No. 4 Page 5-86

Ex. Doc. Page

Mary E. Warburton
Thomas D. Harris et. al

vs } Bill in Chancery

Thomas B. Johnston, Henry
G. Johnston et. al

Filed Oct. 28. 1845
John Cassil Clk

Recorded

Brush. Copy $6.15

To the Honorable Court of Common Pleas Within and for the County of Union this In Chancery Sitting

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your petitioners Mary E. Warburton and Thomas D. Harris of James City County, Virginia, John W. Edloe and Virginia P. Edloe of Prince George County Virginia, the said Virginia P. Edloe being the Wife of the said John W. Edloe, and William L. Spencer of James City County Virginia, who is the Trustee of the Estate of the said Virginia P. Edloe in Virtue of a Marriage agreement between the said Virginia P. Edloe and the said John W. Edloe - Represent that the said Mary E. Warburton, Thomas D. Harris, and Virginia P. Edloe and her said Trustee are the only Heirs and Legal Representatives of Thomas D. Harris formerly of Virginia, now deceased, and who was the father of the said Mary E. Warburton, Thomas D. Harris and Virginia P. Edloe, and as such Heirs and Legal Representatives of the said Thomas D. Harris, decd, that they the said Mary E. Warburton, Thomas D. Harris, and Virginia P. Edloe and her said Trustee are the owners of and Hold the Equitable Title to the following Described Lands, To Wit; Survey Numbered Two thousand nine hundred and Eighty four (No 2984) for 1000 acres of Land, Entered and Surveyed on Virginia Military Land Warrant numbered Four thousand five hundred and ninety four (No 4594) in the name of John M. Gregory on the waters of Bokes Creek Union County Ohio and which was Patented to one John Waller Johnston on the 20th day of January AD 1801, and Recorded in the City of Washington in Vol: II Page 328, and is Bounded and Described as follows: To Wit: Beginning at a Beech, Sugartree and Ash, South West corner to Barley & Menyman's Survey No 3235, South East Corner to said Barley & Menyman's Survey No 3236, and North East corner to Andrew Torbens Survey No 2982, running with Torbens line S 7° W 400 poles crossing a branch at 40, and one at 340 poles to a Sugar tree and Hickory, South East corner to said Torbens Survey, North

2

East Corner to Peter Manifolds Survey No 2832 and North West Corner to David Duncans Survey No 3443. - Thence With Duncans Line S 83° E 400 poles crossing three Branches to an Ash, Red Oak, and Elm, North East Corner to said Duncans Survey and South West Corner to Baxley & Merryman's Survey No 3239. Thence with their line N 7° E 400 poles crossing a Branch at 210 poles to an Ash Gum and Sugartree, North West Corner to Baxley & Merryman's said Survey No 3239, and South West Corner to Baxley & Merryman's Survey No 3234, and South East Corner to said Baxley & Merryman's Survey No 3235; Thence with the line of the last mentioned Survey N 83° W 400 poles to the Beginning -

Also Survey Numbered Three thousand six hundred and seventy nine (No 3679) for 200 acres of Land Entered and Surveyed on Virginia Military Land Warrant, Numbered Four thousand five hundred and ninety four (No 4594) in the name of John M. Gregory on the Waters of Darby Creek Madison County Ohio, and which was patented to the said John Waller Johnston on the 20th day of January AD 1801 and Recorded in Washington City Vol: II Page 329, And Bounded and Described as follows to wit: Beg=inning at Two Hickories and a White Oak, upper back corner to William Browns Survey No 1478, and in the lower line of Charles Simmes Survey No 1187, running with Browns line S 37° E 179 poles to Two Sugar trees in Browns line - Thence N 53° E 179 poles to an Elm and Sugartree - Thence N 37° W 179 poles to Two Ashes in Simmes line Thence with said line S 53° W 179 poles to the Beginning -

And also Survey Numbered Two thousand nine hundred and Eighty five (No 2985) for 166⅔ acres of Land, which was entered and Sur=veyed on Virginia Military Land Warrant Numbered Four thousand seven hundred and ninety two (No 4792) in the name of Andrew Torbert on the Waters of Treacles Creek Madison County Ohio, and which was patented to the said John Waller Johnston on the 19th day of January AD 1801 and Recorded in Washington City Vol: II page 327, and is Bounded and Described as follows, to wit; Beginn=ing at Two Hackberry's and a Cherry tree upper Corner to John

Gibsons Survey No 2682 running up the Creek, N 23 W. 60. N 80 W. 46. S 41 W. 60. S 6 W. 75. S 63 W 130. N 49 W. 30. N 30 W. 40. N 75 W. 42. S 37 W. 100. S 70 W. 90. N 51 W. 110. N 15 W. 100. N 75 W 25 poles to a Black Walnut and Ash - Thence N 53° E 775 poles to Two Elms. Thence S 37° E 405 poles to Three Black Oaks - Thence S 53° W 270 poles to the Beginning - all of which will more fully appear by reference to said Patents and Surveys -

Your petitioners further represent, that on or about the 19th day of November AD 1792, there issued from the State of Virginia to John Mumford Gregory, heir to John Gregory dec^d a Lieutenant in the Revolution War in the Virginia Line on Continental Establishment, In consideration of the Military Services of the said John Gregory dec^d, a Virginia Military Land Warrant Numbered Four thousand five hundred and ninety four (No 4594) for 2666 2/3 acres of Land, which is one of the warrants before mentioned -

That on the 1st day of April AD 1797 the said John M. Gregory Entered into an agreement with one John Waller Johnston and placed the said Warrant in the hands of the said Johnston, That by the said agreement the said Johnston agreed to Locate and Survey the said Warrant for the said John M. Gregory, In consideration of which the said John M. Gregory agreed to give the said John Waller Johnston, the one third part of the Land that might be Located and Surveyed on the said Warrant, and to pay all the Expenses attending the Locating and Surveying the same [which will more fully appear by reference to ~~a copy of~~ the said agreement herewith filed, marked **A**, ~~xxxxx~~ a letter from the said John Waller Johnston to John M. Gregory, marked **B**, a copy ~~x xxx of~~ a Letter from the said John Waller Johnston to Lucas Sullivant, marked **C**, and a ~~copy of~~ a Correspondence between the said Thos D. Harris dec^d and the said John Waller Johnston, marked, Harris's Letter **D**, and Johnston's Letter **E** which are prayed to be taken as part of this Bill, ~~to accompany the~~ ~~which said Exhibits will be produced upon the hearing of this cause~~]

3

That on or about the 4th day of April AD 1797, your petitioners further represent, there issued to one Andrew Torbert heir at Law to Peter Dunn dec^d, in consideration of the Military Services of the Said Peter Dunn dec^d as a Captain in the Revolutionary war in the Virginia Line on Continental Establishment, a Virginia Military Land Warrant Numbered Four thousand Seven hundred and ninety two (No 4792) for 4666 2/3 acres of Land

That on the 25th day of March AD 1797 previous to the Issuing of the Said Warrant, the Said Andrew Torbert employed the Said John Waller Johnston to obtain, Locate, and Survey for him the Said Warrant, in Consideration thereof the Said Andrew Torbert agreed to give to the Said John Waller Johnston for his Services 1000 acres of the Said Warrant and to allow the Surveyor the one third part of the Said Warrant, and to pay all the Legal fees and Expenses attending the Locating and Surveying the Same [~~[illegible]~~ of which Said agreement is here with filed mark **F** and prayed to be taken as a part of this Bill]

Your petitioners further represent that the Said John Waller Johnston immediately after entering into the Said Separate agreements with the Said John M. Gregory and the Said Andrew Torbert proceeded to the State of Ohio with the Separate Warrants belonging to the Said John M. Gregory and the Said Andrew Torbert, and that on or about the 4th day of May AD 1797, the Said John Waller Johnston not being a Surveyor himself, entered into a Written Contract with one Lucas Sullivant who was a Deputy Surveyor in the District of Lands set apart for Satisfying these Warrants, and placed the Said Warrants, both, to wit; the Said John M. Gregorys Warrant No 4594 for 2666 2/3 acres of Land, and the Said Andrew Torberts Warrant No 4792 for 4666 2/3 acres of Land, into the hands of the Said Lucas Sullivant, and agreed in his Said Contract with the Said Lucas Sullivant to give him the Said Lucas Sullivant, the one third part of

both the said Warrants for the Locating and Surveying of the Same for the said John M. Gregory and the said Andrew Torborn [A Copy of which said Contract made in reference to the Gregory Warrant is herewith filed, marked **G**, ~~A copy of~~ Lucas Sullivants Letter to John Ballard, **H** marked, and ~~Copies of~~ the said Sullivants Letter to Thos D. Harris dec^d marked **I** and **L** for a better understanding of all which reference is made thereto, and prayed that the said Exhibits may be taken as part of this Bill, ~~Every~~ ~~which will be produced on the hearing~~]

Your petitioner further Represent that it appears from the Books of the Principal Surveyor in the in the Virginia Military District, that the said Lucas Sullivant made the following Entries and Surveys in the name of John M. Gregory on the said John M. Gregory's Warrant No 4594 to wit:

Survey No 2980 for 800 acres on the Waters of Darby Creek Union Co

Survey No 2984 for 1000 acres on the Waters of Bokes Creek Union County

Survey No 3153 for 666⅔ acres on the Waters of Treacles Creek Madison County

Survey No 3679 for 200 acres on the Waters of Darby Creek Madison County

making in all 2666⅔ acres of Land the amount the Warrant called for —

And also that he made the following Entries and Surveys in the name of Andrew Torborn on Andrew Torborns Warrant No 4792, to wit:

Survey No 2981 for 1000 acres on the Waters of Darby Creek Union County —

Survey No 2982 for 1000 acres on the Waters of Bokes Creek Union County

Survey No 2983 for 1000 acres on the Waters of Darby Creek Union County

Survey No 2985 for 1666⅔ acres on the Waters of Darby Creek Madison County

making in all 4666⅔ acres of Land the amount called for by the Warrant —

That the said Lucas Sullivant returned the platts and certificates of the Surveys so made on the said Gregory and Torborns Warrants to the Principal Surveyors office for the Virginia Military District at Chillicothe Ohio in the fall of the year 1799 at which time and place the said John Waller Johnston attended, and assigned to the said Lucas Sullivant for his part of the said Warrants, the following

5

Surveys - On the Torborn Warrant Sullivant received from Johnston an assignment of
Survey No 2983 for 1000 acres on Darby Creek, Union County.
On the Gregory Warrant Sullivant received from Johnston an assignment of
Survey No 2980 for 800 acres on Waters of Darby Creek Union County
and Survey No 3153 for 666⅔ acres on Waters of Treacles creek Madison County
which amounted to 1466⅔ acres of Land Sullivant received
by assignment out of the Gregory Warrant from Johnston,
and 1000 acres of Land he received by assignment out of the
Torborn Warrant from Johnston, This exceeded Sull=
=ivants Share of both Warrants, which was ⅓ or 2444⅔
acres by 22⅔ acres, which Sullivant Settled with Johnston
at the time of the Division, in order to come at his proportion
and be immediately accomodated by throwing in to the
use of the Torborborn Bounty and Gregory Bounty, a Survey
of his own to wit: No 3748 for 200 - Union County - [For
the better understanding of which reference is here made to Sullivants
Letter to Ballard & Harris heretofore referred to and made Exhibits Mar=
=ked **H. I** and **L**, also to Johnstons Letter to Harris before referred
to and made an Exhibit Marked **E**,].
The said Lucas Sullivant should have received out of the
Gregory Warrant for his Locators Share 888⅔ instead of 1466⅔ acres,
and out of the Torborn Warrant 1555⅔ acres instead of the 1000 acres
he received - This division of the Warrants, left the Torborn Warrant
Debtor to the Gregory Warrant 577⅔ acres, or in other words
your petitioners represent that the Locators, fees due for the Locat=
=ion of the Torborn Warrant to the amount of 577⅔ acres was
paid to the Surveyor out of the Gregory Warrant, and that, that
amount of Land to wit 577⅔ acres is still due from the Torborn
Warrant to the Gregory Warrant [For the better understanding
of which reference is again made to Johnstons agreement with Gregory marked
A, Johnstons agreement with Torborn marked **F**, Johnstons agreement with Sul=
=livant marked **G**, and Johnstons letter to Harris marked **E**, all Exhibits in this Case]

Your petitioners further represent that at the Division of the Plats and certificates of the Said Warrants and the Lands entered thereon, between Johnston and Sullivant, that the Said John Waller Johnston obtained the Plats and certificates of the following Surveys which were all of the Balance of the Surveys and Locations made on the Gregory and Torborn Warrants, to wit;

Survey No 2984 for 1000 acres on Gregory's Warrant, Bokes Creek, Union County
Survey No 3679 for 200 acres on Gregory's Warrant, Darby Creek, Madison County
Survey No 2981 for 1000 acres on Torborns Warrant, Darby Creek, Union County
Survey No 2982 for 1000 acres on Torborns Warrant, Bokes Creek, Union County
Survey No 2985 for 1666⅔ acres on Torborns Warrant, Darby Creek, Madison County
And Survey No 3748 for 200 acres in Union County which was given in by the Said Lucas Sullivant as aforesaid to the Two Warrants in order to have a Settlement and be accomodated - That upon the Plats and certificates so obtained from the Principal Surveyors Office in the Virginia Military District by the Said John Waller Johnston, he the Said John Waller Johnston obtained patents from the Government of the United States on or about the 19th and 20th of January AD 1801 in his own name - And that the Said Lucas Sullivant likewise had the plats and certificates which fell to him in the Division between himself and Johnston as aforesaid, Patented to himself - [Reference is again here made to Sullivants Letter to Hanes marked **L**, an Exhibit in this Case]

["On or about the 25th day of November AD 1800"]

Your petitioners further represent that [~~[illegible]~~] the Said John Waller Johnston departed this life leaving as his heirs and Legal Representatives, Agnes Johnston his mother, and his brothers and sisters William G. Johnston, Thomas B. Johnston, Henry G. Johnston, Ann Key Childers who was Ann Key Johnston and Benjamin Childers her husband, Dorotha P. Minor who was Dorotha P. Johnston and Thomas Minor Junior her husband and Sarah Ann Johnston - That the Said Andrew Torborn on or about the 20th day of August AD 1802 filed his Bill in Chancery in the County Court of Amherst County Virginia against the Said

Heirs of the Said John Waller Johnston, to compel a convey=
=ance of the Legal title from the Said Heirs, to the Said Andrew
Torborn of his portion of his Said Warrant which had been
patented to the Said John Waller Johnston as aforesaid, and wh=
=ich amounted, according to his agreement with the Said John Wa=
=ller Johnston, to 2111⅓ acres of Land. That by the consent
of the Said Heirs a Decree was taken against them for the
Conveyance of the Said 2111⅓ acres, which was accordingly con=
=veyed to the Said Andrew Torborn [A copy of the Record of
which Said Suit will be produced on the hearing of this cause]
That the Said Andrew Torborn in pursuance of the Said
Decree received from the Heirs of the Said John Waller Johnst=
=on his Said proportion of his own Warrant in pursuance of his
Said Contract with the Said John Waller Johnston, as follows, to wit;
Survey No 2981 for 1000 acres - Darby Creek - Union County
Survey No 2982 for 1000 acres - Bokes Creek Union County
And the Survey No 3748 of 200 acres Union County and which
was given in by Sullivant as aforesaid, all of which exceed=
=ed the Said Andrew Torborns portion due to him on his own
Warrant according to his Said agreement with John Waller John=
=ston, by 88⅔ acres of Land, - These Lands your petitioners further
represent, the Said Andrew Torborn Sold by Contract dated May 14th
1803 to one Hector McNeil and conveyed the Same by Deed to the
Said McNeil on about the 28th day of Feb AD 1807, and that the
Said McNeil has since sold the Same to other persons, and fur=
=ther that the Said Andrew Torborn has never laid claim in
any manner to any of the other Lands located on his Said Warrant
than those last mentioned tracts sold by him to the Said McNeil,
But that on the Contrary the Said Andrew Torborn when requi=
=sted by the Said Thos D. Harris, dec^d to quit claim and Deed
to him the Said Thos D Harris dec^d, his the Said Torborns interest
if he should have any, in the Balance of his Said Warrant and
which was to make up the amount paid by Gregory to for him
to Sullivant for Locating his (Torborns') Warrant, that he

totally disclaims having any interest in the Balance of his Said Warrant whatsoever [As will more fully appear by reference to the Said Torborns Letter to the Said Harris herewith filed ~~[illegible]~~ and prayed to be made a part of this Bill marked M.]

Your petitioners further represent that after the Said Torborns Share was Satisfied by the Said Decree out of the Said Warrants That there remained the Surveys first described in this Bill, to Wit: On Gregorys Warrant No 4594 for 2666⅔ acres, there was - Survey No 2984 for 1000 acres in John M. Gregorys name - Bokes Creek Union County Survey No 3679 for 200 acres in John M. Gregorys name Darby creek Madison County And Survey No 2985 for 1666⅔ acres in Andrew Torborns name Darby creek Madison County on Torborns Warrant No 4792, That your petitioners in Virtue of their Two thirds part of the Gregory Warrant are entitled to 1777 7/9 acres of the Said Surveys as follows: to Wit:

Survey No 2984 for 1000 acres in the name of John M. Gregory Bokes Creek Union County Survey No 3679 for 200 acres in the name of John M. Gregory Darby Creek Madison County And to 577 7/9 acres of Survey No 2985 for 1666⅔ acres in the name of Andrew Torborns + and that they are entitled to the Balance of the Said Survey No 2985 for 1666⅔ acres, which is 1088 8/9 acres, In Virtue of a purchase of the Same from Thomas B. Johnston who was the Executor of John Waller Johnston dec^d and Sold it under the will and by the direction and approval of the heirs of the Said John Waller Johnston dec^d of the Said John W. Johnston dec^d to their father the Said Thomas D. Harris dec^d on or about the 30th of July AD 1801, as fuller appears hereafter, +

Your petitioners further represent that their Said father the Said Thomas D. Harris, dec^d derived title to the foregoing Lands as follows, that is to Say, that on or about the 25th day of June AD 1798 the Said John M. Gregory Empowered by Letter of attorney one John Balland of the County of Charles City Virginia to Sell and convey all his right, title and Interest in and to the Said Virginia Military Land Warrant No 4594 for 2666⅔ acres and the Locations made then on, and which was delivered to the Said John Waller Johnston for the purpose of locating - That on or about the 7th day of June AD 1800 the Said John Balland for a Valuable Consideration to him paid by the Said Thomas D. Harris, dec^d, assigned, transferred and Conveyed as the attorney in fact of the Said John M. Gregory all of the right, title and Interest of the Said John M. Gregory in and to the Said Warrants and

10

the Locations made thereon, unto the Said Thomas D. Harris decd, and at the Same time guaranteed to the Said Thomas D. Harris decd a further Conveyance of title to him from the Said John M. Gregory if it Should be necessary — That on or about the 23d day of December AD 1805 the Said John M. Gregory in order the better to Secure the title of the Said Thomas D. Harris decd, to the Said Warrant and the Location made thereon did by Deed duly Execu= =ted and for a Valuable Consideration Convey to the Said Thomas D. Harris decd the Lands first described in this Bill which were the Location in part made on the Said Warrant, and as is described in this Bill, and that the Said Deed is duly Recorded in the Counties of Madison and Lincoln and will be produced on the hearing of this [all of which more fully appears by reference to Gregorys power of attorny to Ballard marked N. and Ballards assignment to Harris marked O. Copies of which are herewith filed and prayed to be taken as part of this Bill]

[on or about the 25 day of November AD 1800] You petitioners further represent that the Said John Waller Johnston died in Lexington Kentucky [~~within in the fall of the year the Year of his age 1801~~] That he left a Will with a Mr Waller Lewis of Virginia, a Mr Waller Bullock of Kentucky and his Brother Thomas B. Johnston then of Virginia his Exec= =utors — That the Said Waller Bullock and Thomas B. Johnston qualified as Such Executors on or about the day of AD 1801 in the County Court of Fayette County Kentucky — That the Said Thomas B. Johnston was the only acting Executor under the Said Will, that the Said Will prov= =ided that all the property of the Said John Waller Johnston not therein Specifically devised, of which his interest in the Forborn Warrant was a part and not Specifically devised, Should be Sold and the proceeds thereof divided amongst his Brethren there living — That the Said Thomas B. Johnston on or about the day of AD 1801 in order to render a settlement between his Brothers Estate and the Said Thomas D. Harris decd more easy in the Division of the Gregory and Forborn Warrants did sell and by the direction and approval of the heirs of the Said John Waller Johnston decd the interest of the Said John Waller Johnston under the Said Will in the Said Forborn Warrant, which was 1088 8/9 acres of Land as aforesaid to the Said Thom= =as D. Harris decd as aforesaid for which the Said Thomas D. Harris paid him the full value for the Same at the time of the Sale, and that the Said Sum of money so paid by the Said Thomas D. Harris, decd, was distributed by the Said Thomas B. Johnston amongst the Brethren of the Said

John Waller Johnston in pursuance of the directions of his Said Will, + That the Said Thomas B. Johnston and his Brethren and Sisters who were William G. Johnston, Henry G. Johnston, Ann Key Childers who was Ann Key Johnston and Benjamin Childers her husband, Dorotha P. Minor who was Dorotha P. Johnston and Thomas Minor for her husband and Sarah Ann Johnston, all of whom were the Heirs and Legal Representatives of the Said John Waller Johnston decd, put off under different pretexts from conveying the interest of their Said Brother John Waller Johnston in the Said Torborn Warrant, which was 1088 8/9 acres thereof, and also the interest of the Said Thomas D. Harris in the Said Gregory Warrant which was 1777 7/9 acres thereof as aforesaid, unto the Said Thomas D. Harris decd, until on or about the day of AD 1805 When they by Letter to the Said Thomas D. Harris decd directed him to prepare a Special Warranty Deed from themselves as the Heirs of the Said John Waller Johnston, conveying to the Said Thos D. Harris decd the Lands first described in this Bill, which Lands comprise the Interest of the Said John Waller Johnston in the Torborn Warrant as aforesaid, and the Interest of the Said Thomas D. Harris decd in the Gregory Warrant as aforesaid and that they would sign and Exe=cute the Same and close at once the whole Business between their Bro=ther the Said John Waller Johnston Decd and the Said Thomas D. Harris decd That the Said Thomas B. Johnston wrote the Said Letter and acted for himself and the Said heirs and by their direction and approval, and that the Said Thomas D. Harris decd in pursuance of the Said Letter and in pursuance of the arrangement made between himself and the Said Thomas B. Johnston when the had personally met together, prepared two or three Special Warranty Deeds for the Execution of the Said heirs of the Said John Waller Johnston decd which your petitioners represent were never Executed by the Said Heirs from neg=ligence, and on account of the distance apart they lived and their removal to parts unknown, and you petitioners would here represent that the Said heirs of the Said John Waller Johnston have never laid any claim to these lands since so Sold as aforesaid, but the=en written to and requested to convey the Same, that those of

11

12

them who are known and living, the Said Thomas B. Johns=
=ton and Henry G. Johnston, neglect and refuse to have any
× thing to do with them, your petitioners would also here repre=
=sent that soon after the death of the Said John W. Johnston that his
Said Heirs were ready and willing to convey unto the Said Thomas
D. Harris, dec^d his Two thirds of the Said Gregory Warrant which
they never laid any claim to although it was patented to their
testator, but were prevented from so doing from the fact of some of the
heirs being under age at that time, and there was always an anx=
=iety on their part to avoid a Suit in Equity and Expence and to make
a joint deed to the Said Thomas D. Harris, dec^d for those Said Lands.
your petitioners further represent that the purchase money due for
the purchase of the Said John Waller Johnston's interest in Said lands was fully paid and
distributed amongst the Said Heirs according to his Said Will,
and that the Expenses attending the Locating and Surveying
of the Said Gregory Warrant was fully paid by the Said Harris
× × to the Said John Waller Johnston and that the Said Thos D.
Harris dec^d complied in every respect fully with the Con=
=tract entered into between the Said John W. Gregory and the
× Said John Waller Johnston, marked A, - your petitioners further
represent that the Said Thomas B. Johnston is still living in the
State of Kentucky and that he has in his possession all of the papers
of the Said John Waller Johnston which would more fully explain the
Subject matter of this Suit, and that he has in his possession pa=
=pers and Letters which have passed between himself and the
Said Thomas D. Harris, dec^d which fully explains the Sale to and pur=
=chase by the Said Thomas D. Harris, dec^d of the Interest of the Said John
Waller Johnston in and to the Said Torborn Warrant, all of which pap=
=ers and Letters your petitioners call upon the Said Thomas B. John=
=ston to produce upon the hearing of this cause; your petitioners have
only the Letters of the Said Thomas B. Johnston to the Said Thomas D.
Harris, dec^d in relation to the ~~matter~~ Sale and purchase of the Said
John Waller Johnston's interest by the Said Thomas D. Harris dec^d and in re=
=lation to the disclaiming of any interest by the Heirs of the Said

John Waller Johnston in and to these Lands all of which is here=
=with filed and made Exhibits in this cause marked, **P. Q. R. S. T.**

Your petitioners further represent that the Said Lands first describ=
=ed in this Bill were entered for taxation in the name of the Said Thom=
=as D. Hanis, decd in the year 1800 and that he continued to pay the
taxes on the Same from that time up to the time of his death which
was in the year 1817 or thereabouts and that it has been thought the
Carelessness and negligence of his administrator that the taxes have
not since been paid up to the death of the Said Administrator
which was within three or four years past, the original tax receipts
for which Said payments will be produced at the hearing of this
Cause

x Your petitioners further represent that on the Original War=
=rants on file in the Land Office at Washington City (Copies of
which will be produced in Evidence on the hearing of this cause) are
assignments which purport to have been made by John M.
Gregory, October 10th 1799 on the Gregory Warrant to John Waller
Johnston, and on the Torborn Warrant an assignment which
purports to have been made on the Same date by Andrew
Torborn to the Said John Waller Johnston, and both of which
Said assignments are attested by the Same witnesses, and on
which Said assignments the Said Lands entered on the
Said Warrants were patented to the Said John Waller John=
=ston - Your petitioners charge that the Said assignments
on the Said Warrants, were either made by the Said John
Waller Johnston to himself, under a mistake as to his pow=
=er and Controul over the Said Warrants under his Said ag=
=reements with the Said Gregory and Torborn, or that he des=
=ignedly, falsely, and fraudulently made the Same in order
to obtain the patents on the Same in his own name for the purp=
=ose of defrauding the Said Thomas D. Hanis dead out of his
interest in the Said Gregory and Torborn Warrants, - But
this your petitioners do aver - that the Said assignments or

13

the said Warrants were never made by the said John M. Gregory on his own Warrant, nor is it his signature thereto. nor was the said assignment on the said Torborn Warrant made by the said Andrew Torborn, nor is it his signature thereto - and that the Patents so obtained on the said Warrants by the said John Waller Johnston were either obtained by ~~fraud or mistake~~ mistake or fraud on the Government as aforesaid - and that all the power and controul which the said John W. Johnston ever had over the said Warrants is expressed in his said agreements with the said Torborn and Gregory (which are Exhibits **A** and **F**, and his correspondence with Harris marked **D** and **E**, which are again referred to) and that a long time before the issueing of the said Patents that the said John Waller Johnston knew that the said Harris Thomas D. Harris, died had purchased the claims of the said John M. Gregory and John Ballard to the said Gregory Warrant as will be seen by the said correspondence between the said Harris and John Stout before referred to marked **D** and **E**. - And that a long time before the date of the said assignments on the said Warrants that the said John M. Gregory had assigned and conveyed in his said Power of Attorney to the said John Ballard to wit on the 25th day of June AD 1798, all his right title and interest in the said Warrants to the said John Ballard, which said Power of attorney was also a conveyance, and of course that the said John M. Gregory could not have made the assignment on the said Warrant as aforesaid, and if he did it was fraudulent and void. reference is again here made to said Power of atty marked **N**, and further that ~~the~~ at the date of the said assignments on the said Warrants to wit on the 10th day of October AD 1799, the said Torborn and the said Gregory were in the State of Virginia, and the said John W. Johnston in the North Western Territory as then called at the Principal Surveyors Office in Lexington where the Division of the Warrants between himself and Sullivant took place, and of course the said assignments could not have been made by the said Gregory and Torborn on that day at that place - nor could it have been done in the

State of Virginia, because they in that State resided in different counties and some distance apart, to wit the said Gregory in the County of Charles City in that State, and the said Torbom in the County of Prince George in that State (reference is again here made to Johnston letters marked **B** and **E**, and Sullivants letters marked **H. I. L**)

Your petitioners further represent that the said John Ballard resided as aforesaid in the County of Charles City and State of Virginia on or about the 7th of June AD 1800, that they have not been able upon enquiry to ascertain whether he is living or dead at this time, but they presume that he is dead from the lapse of time, that if he is dead, that his heirs and Legal Representatives and their places of Residence are unknown to your petitioners -

Your petitioners further represent that the said Andrew Torbom on or about the 18th of February AD 1806 resided as aforesaid in the County of Prince George in the State of Virginia, that they have not been able upon enquiry to ascertain whether he is living or dead at this time, but they presume from the lapse of time that he is dead, that if he is dead, that his Heirs and Legal Representatives and their places of Residence are unknown to your petitioners -

Your petitioners further represent that the said Lucas Sullivant died in the State of Ohio and left as his heirs and Legal Representatives William S. Sullivant, Michael L. Sullivant and Joseph Sullivant who are now living in the County of Franklin in the said State of Ohio -

And your petitioners would further and again represent that the said John Waller Johnston died on or about the 25th day of November AD 1800 in the State of Kentucky, and that he left as aforesaid, as his heirs and Legal Representatives, William G. Johnston, Thomas B. Johnston, Henry G. Johnston, Ann Key Childers who was Ann Key Johnston and Benjamin Childers her husband, Dorotha P. Minor who was Dorotha P. Johnston and Thomas Minor, Jr her husband and Sarah Ann Johnston,

15

and that by his Will as aforesaid he left the said Thomas B. Johnston and Waller Bullock his Executors - That the said Thomas B. Johnston and Waller Bullock are still living and reside in the State of Kentucky and that the said Henry G. Johnston is also living and resides in the State of Mississippi, and that your petitioners have not been able upon enquiry to ascertain whether the said William G. Johnston, Chauncey Childers and Benjamin Childers, Dorotha P. Minor and Thomas Minor Jr. and Sarah Ann Johnston are still living, or are dead, and that if they or either of them are dead your petitioners would further represent, that their Heirs and Legal Representatives, of such of them as may be dead, and the places of Residences of their said Heirs and Legal Representatives is unknown to your petitioners -

[~~Your petitioners would further pray that the said Thomas B. Johnston, Henry G. Johnston, Waller Bullock, Horace Bullock, William Bullock, and Joseph Bullock, may be made parties defendants to this Bill, and that the said Mary Bullock, Andrew Brown, William G. Johnston, Mary Dougherty and Benjamin Childers be made, Dorotha P. Minor and Thomas Minor Jr. be made, and such of the Johnstons as they be living of their heirs may be made parties defendants to this Bill, and after service of the Subpoena upon the said defendants, that the Heirs and Legal Representatives of such as may be dead of their heirs may be made parties defendants to this Bill - And your petitioners further pray that the Writ of Subpoena may issue against the said defendants as may reside in this State, and to the said non-resident defendants in order to give the proper notice of this suit to such of the said defendants as may be out of this State, and to the said unknown Heirs and Legal Representatives who are made parties defendants to this Bill, as they shall deem proper, and that the

your petitioners further represent that the Said John M. Gregory died in the State of Virginia some time Since, that he left as his heirs and Legal Representatives his Son John M. Gregory who is Still living in the State of Virginia, and others who are unknown to your petitioners with their names and places of Residence -

your petitioners would therefore pray, that the Said Thomas B. Johnston, Henry G. Johnston, Waller Bullock, John M. Gregory William S. Sullivant, Michael L. Sullivant, Joseph Sullivant and the Heirs of the Said John M. Gregory dec'd whose names and places of Residence are unknown to your petitioners, may be made parties defendants to this Bill, and that the Said John Ballard, Andrew Torbert, William G. Johnston, Ann Key Childers and Benjamin Childers her husband, Dorotha P. Minor and Thomas Minor Jr her husband, and Sarah Ann Johnston if they be living at this time may also be made parties defendants to this Bill, and if they or any of them be dead at this time, that the Heirs and Legal Representatives of Such as may be dead at this time may also be made parties defendants to this Bill - And your petitioners further pray that the Writ of Subpoena may issue against Such of the Said Defendants as may reside in this State, and that this honorable Court will make Such order in relation to notice of the pendency of this Suit, to Such of the Said defendants as reside out of this State, and to the Said unknown heirs and Legal Representatives who are made parties defendants to this Bill, as they shall deem proper, and that the Said defendants may be compelled to answer all and singular the premises -

And your petitioners further pray that on the final hearing of this Cause, that the Said Thomas B. Johnston, Henry G. Johnston, William G. Johnston, Ann Key Childers and Benjamin Childers, Dorotha P. Minor and Thomas Minor Jr and Sarah Ann Johnston, may be decreed to convey by Deed properly signed and Executed, the Legal title to the

17

18

premises first described in this Bill, that is those of them who are still living, and that the Heirs and Legal Representatives of those of them that may be dead, may also be decreed to convey by Deed properly signed and Executed, the Legal title to the premises first described in this Bill to your petitioners Mary E Wa= =rburton, Thomas D. Harris and William L. Spencer Trus= =tee for the said Virginia P. Edloe of her part, as tenants in common entitled to one third part each, and for such other and further relief as Equity and good conscience may require &c

By Kendall Thomas
Sol for Complts

State of Ohio
Franklin County } ss

Kendall Thomas attorney and Solicitor for the petitioners in the foregoing Bill who are non Residents of this State, makes Oath and Says that the Heirs has no knowledge of the names and Residences of the Heirs of John Ballard, Andrew Jordan, William G. Johnston, Benjamin and Ann K. Childers, Dorotha P. and Thomas Minor Jr, Sarah Ann Johnston, nor does he know that they have heirs, and that the Heirs of John M. Gregory other than the one mentioned in the Bill are unknown to him

Kendall Thomas

Sworn to and Subscribed before me the 25th day of October AD 1845

A Patton Just Peace

In Union Com Pleas

Mary E Warburton et al
vs
Thos B Johnson et als

Report of Special Master

Filed October 14. 1846
John Cryfil Clerk

Filed 14th Oct 1846

Special Masters fee $10.00

Mary E Washington.
Thomas J Harris et als
vs
Thomas B. Johnson,
Henry T Johnson et als

In Chancery

The report of E W Allison.
Special Master Commissioner
in Chancery, to whom this cause
stands referred for the purpose of examining the title of the said com=
plainants to an undivided 1088 3/4 acres of land in Virginia
Military District, Survey No 2985 lying in Madison County.
Ohio, pursuant to the interlocutory decree rendered at July Term
A. D. 1846.

The said E W Allison in pursuance of the said interlocu=
=tory decree, proceeded to investigate the said title of the complain=
=ants to the said undivided 1088 3/4 acres of survey No 2985. and
found and now reports the following facts.

The said survey No 2985 was patented to the said John
Waller Johnson decd, in January 1801. - the said John W.
Johnson having died previous to that time, to wit, in
November 1800. According to the act of Congress of May 20th 1836.
and the decision of the Court in Bank in the case of Sullivant
et als, vs Weaver et als 10th O. R. 277. the title then vested in the
heirs of the said John W Johnson decd. and being so vested, the
complainants claim title by purchase from Thomas B Johnson,
as acting executor of the said John W Johnson decd, who sold
it under the will of the said John W Johnson decd to Thomas
J. Harris decd, the father of the complainants, (and who was recog=
=nized as such by this court in a former decree in this case)
about the 30th of July A. D. 1801. The proofs adduced upon these
points, are as follows. 1st Exhibit (P) which is a letter from
the said Thomas B Johnson, to Thos J Harris decd. dated
July 6th 1801, proposing to sell to the said Harris decd. - the
interest of the heirs of said John Waller Johnson decd in the
lands in which the said John W Johnson, Thos J. Harris decd
and Andrew Larbourn were interested, which proposition

of sale, in the opinion of your Commissioner, has reference to the said 1088 8/9 acres of Survey No 2985.

Upon the authority of the said Thos B Johnson to act in the matter, (the will of John Waller Johnson decd. nor a copy thereof is not produced in evidence,) is exhibit (2), which is a letter from said Thos B Johnson to said Thos D Harris decd. dated July 30th 1801. in which said Thos B Johnson states "my brother left a will, with Mr Waller ~~Bullock~~ Lewis, Waller ~~Bullock~~ and myself Excrs. Mr Bullock and myself only as yet have qualified; the only part of the will that can relate to this business (the exectrs excepted) is the last clause, where he says, that all my property not particularly disposed of, be sold, and equally divided among my brethren; The same letter shows the following persons to have been the heirs of the said John W Johnson decd. to wit: Wm Goodloe Johnson, Harry Goodloe Johnson, Ann Key Childers who intermarried with Benjamin Childers, Seratha Pomfret Minor, who intermarried with Thomas Minor Junr & Sarah Sabiney Johnson; - Harry G Johnson was then a Minor; The same letter (Exhibit 2) acknowledges the receipt of one from the said Thomas D Harris decd. dated July 19th 1801 inquiring to know the quantity, price, situation, & quality of the land which the said John proposed to sell, who replies in said letter as follows, "the quantity is about 11 or 1200 - the price, situation, & quality was furnished you by a letter from my brother dated Oct 26th 1800 which is all I know about it,, said letter closes by expressing an anxiety for a final and speedy close to the business; the letter from J. W. Johnson of Oct 26th 1800 which is refered to above is on file (exhibit E). Tax receipts are also in evidence showing the payment of the taxes upon said land by said Harris decd. from 1801 to 1807 inclusive; there are later tax receipts, but none specifying the particular tracts of land paid on,

The next evidence upon the subject of said sale, is exhibit 3 which is a letter from Thos B. Johnson to Thos D. Harris decd. dated

September 12th 1805. in which said Johnson acknowledges the sale of said land to said Harris, some time previous, but complains that the purchase money had not been paid:- that so much time had elapsed since the said sale, and since he expected to receive the money; that he would rather take the land back, and proposed having an amicable suit &c; From this it appears that although a sale of said land had been made to said Harris, some years before,- that Harris had taken and held possession under said sale,- yet, that the purchase money had never been paid.

The only remaining evidence offered upon the subject is contained is contained in exhibit T. which is a letter from said Thomas B Johnson to said Harris decd, dated Nov. 3rd 1805 acknowledging the receipt of two letters from said Harris, of the 15th & 29th of October, (after the date of Johnsons previous letter) and telling said Harris to prepare a deed, which was to be a Special Warrantee, but there is no evidence contained therein of the payment, or receipt of the purchase money. There is no evidence exhibited in this case, that your Commissioner has been able to discover, of such payment, nor to rebut the supposition, that said purchase money was to have been paid upon the delivery of the deed. Blank forms of deeds, are filed as Exhibits, the Bill charging that they were made out by the said Harris in accordance with the above request of Thos B Johnson, but that they were never executed, in consequence of the great distance between the residences of the different parties. These forms, in the opinion of your Commissioner, are not of sufficient strength as evidence, to affect the issue. If the purchase money has never been paid, it is the opinion of your Commissioner that the Complainants are not entitled in Equity to a conveyance of the title to them, after the great length of time that has intervened,- if the Bill prayed for that purpose.

Exhibit A. proves that the said purchase money was not paid at the time of sale as is charged in complainants Bill. The Bill however charges full payment of the said purchase money, by the said Thos S. Harris decd to the said Thomas B Johnson, who sold under the will of the said John Waller Johnson decd, and by the direction and approval of the heirs of the said John Waller Johnson decd, and a distribution of the said purchase money, by the said Thos B Johnson, among the said heirs. If the Court should be of opinion that the last named charges are confessed by the defendants, by reason of their failure, neglect, or refusal to answer in this case; then, in the opinion of your Commissioner, the said complainants are entitled to a conveyance to them of the legal title to said 1088 8/9 acres of land, by a special Warrantee deed; Otherwise, not.

Respectfully submitted

C M Boykin, Special
Master Com in Chancery

October 14th - 1846

Special Masters fees $10.00

Certified copies of
Survey No 2884 - 1000 a
" No 3679 - 200 a
on Warrant No 4594 and
assignments -

In name of John M. Gregory

Filed July 30th 1846
John Cassil, Clerk

GENERAL LAND OFFICE,

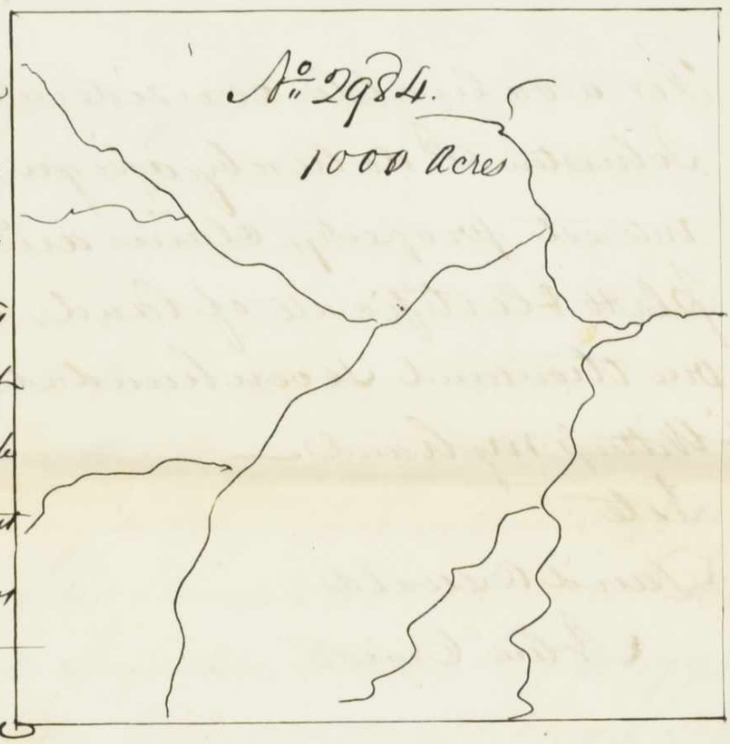
September 2nd 1845

I, James Shields **Commissioner of the General Land Office,** do hereby certify, that the annexed are true and literal exemplifications from the files of this Office —

In testimony whereof, I have hereunto subscribed my name, and caused the Seal of this Office to be affixed, at the City of Washington, on the day and year above written.

Jas Shields

Commissioner of the General Land Office.



Surveyed for John M Gregory heir to John Gregory dec.d 1000 Acres of land on part of a Military Warrant No. 4594, on the waters of Boker Creek, a branch of Scioto. beginning at a Beech Sugartree, and Ash, Southwest corner to Bayley and Merryman Survey No. 3235. Southeast corner to said Bayley and Merryman Survey No. 3234 and Northeast corner to Andrew Torborn Survey No. 2982, running with Torborns line S. 7 W. 400 poles, crossing a branch at 40, and one at 340 poles, to a Sugartree and Hickory, Southeast corner to said Torborns Survey. Northeast corner to Peter Manifolds Survey No. 2852, and Northwest corner to David Duncans Survey No. 3443, thence with Duncans line S. 83. E. 400 poles crossing three branches to an Ash, Red Oak, and Elm, Northeast corner to said Duncans Survey and Southwest corner to Bayley & Merryman Survey No. 3239, thence with their line N 7 E. 400 poles, crossing a branch at 210 poles to an Ash Lynn, and Sugartree, Northwest corner to Bayley and Merryman Survey Southwest corner to Bayley and Merryman Survey No. 3234, and Southeast corner to said Bayley & Merryman Survey No. 3235, thence with the line of the last mentioned Survey N. 83 W 400 poles to the beginning.

Lucas Sullivant Surv.r
September 11 1799

Philip Mahlenburg &c.
Robert Silvey
Abraham Ruddle Mkr

Exam.d & Rec.d Sept. 16 1799
Richard C Anderson
S.

For a valuable consideration received of John Waller Johnston I do hereby assign to him all my right title interest property, claim and demand of the within plat & certificate of land, this 10th day of October one thousand seven hundred and ninety nine, as Witness my hand —

John Scott Gregory

Teste.

David Oswald

John Crow.

No. 3679
200 acres

Surveyed for John M Gregory, heir to John Gregory dec.d 200 acres of land on part of a Military Warrant No. 4590, on the Waters of Darby's Creek, beginning at two hickories and a White Oak, upper back corner to William Brown's Survey No. 1478, and in the Corner line of Charles Simms Survey No. 1187, running with Brown line S. 37 E. 179 poles to two Sugartrees in Brown's line, thence N. 53 E. 179 poles to an Elm and Sugartree, thence N. 37 W. 179 poles to two Ashes in Simms line, thence with said line S. 53 W. 179 poles to the beginning.

Lucas Sullivant D.S.

Daniel Thompson
William Crawford } Cs.
Samuel Robinson Mtr.

Sept. 11th 1799

Examined & Recorded 16 Sept 1799

Richard C Anderson
S.

For a valuable consideration, received of John Waller Johnston I do hereby assign to him all my right title interest property claim and demand of the within Platt & Certificate of land as witness my hand the 10th day of October 1799

Test
David Oswald
John Crow.

John M Gregory

Warburton et al

v

Thos B Johnson et al

Mot to Dismiss

L Starling affd

Motion this day
pltffs make Layne
Starling a part
Defdt overruled

115

Lyne Starling of the County of Franklin and State of Ohio, being duly sworn deposes and says, that he is in possession of and claims title to, a considerable portion of the land embraced in the Bill in Chancery, now pending in the Court of Common Pleas of Union County, Ohio, in which Mary E. Warbenton, Thomas D. Harris & al are complainants, and Thomas B. Wharton, Henry C. Wharton & al are defendants; that the quantity of land so in possession of and claimed by deponent is probably about eleven or twelve hundred acres; that said complainants are suing by their said Bill to procure a decree vesting in them the legal title in and to said lands in said Bill described as deponent is advised and believes; that said defendants are all non-residents and probably will make no defense to said suit or even know of its existence until after a decree shall have been rendered therein. Deponent understands the rights of these complainants and defendants, and believes that said claim of said complainants cannot be sustained, and deponent is interested in the result of said suit, inasmuch as in the trial of an action of ejectment hereafter by complainant against deponent, as advised by counsel that many grounds of defense that are just and reasonable and equitable, might not avail him. Deponent asks and prays that within a time specified, said complainants shall make him a party defendant to said Bill, or that in default of their so doing, said Bill shall be dismissed with costs.

L. Starling

Sworn to & subscribed before me this 11th day of July 1846.

A. Patton J.P.

Union Com. Pleas.

Mary C. Warburton et al
vs
Thos. B. Johnston et. als

Order of Reference

Mary C. Warburton
Thomas D. Harris et al
vs
Thomas B. Johnston, Henry
G. Johnston et al

Chancery

This cause came on to be heard upon the Bill, Exhibits, and testimony on consideration of which the Court do find the Law and Equity of the case to be with the Complainants, and the Defendants Thomas B. Johnson, Henry G. Johnson, Waller Bullock, John M. Gregory, William S. Sullivant, Michael L. Sullivant, and Joseph Sullivant, having failed to appear plead, answer or Demur to said Bill, and also such of the Defendants John Ballard, Andrew Zorborn, William G. Johnson, Ann Key Childers, Benjamin Childers, Doratha P. Minor, Thomas Minor jr., and Sarah Ann Johnston as may be living, and the unknown Heirs and Legal Representatives of such of them as may be dead, and the Unknown Heirs and Legal Representatives of John M. Gregory deceased, having failed to appear, and plead answer or demur to said Bill, it is ordered and Decreed that said Bill as to each and all of the said Defendants, as to the Matters and things therein contained be taken for confessed, the Court do further find that the Defendants, Thomas B. Johnston, Henry G. Johnston William G. Johnston, Ann Key Childers, Benjamin Childers Doratha P. Minor, Thomas Minor junr and Sarah Ann Johnston, are the Only Heirs and legal Representatives of John Waller Johnston deceased – The Court do therefore, Order adjudge and Decree, that the said Defendants, Thomas B. Johnston, Henry G. Johnston, William G. Johnston, Ann Key Childers, Benjamin Childers, Doratha P. Minor, Thomas Minor jr., and Sarah Ann Johnston, or such of them as may be living, and that the Unknown Heirs and Legal Representatives of such of them as may be dead, convey

in fee simple by Deed duly Executed and signed the following described lands, to wit; Survey Numbered two thousand nine Hundred and Eighty four (No 2984) for one thousand acres of Land Entered in the name of John M. Gregory on the Waters of Bokes Creek Union County Ohio, Survey Numbered three thousand six Hundred and Seventy nine (No. 3679) for two Hundred acres of Land entered in the name of John M. Gregory on Darby Creek, Madison County Ohio, and an undivided portion of Survey Numbered two thousand nine Hundred and eighty five (2985) for sixteen Hundred sixty six and 2/3 acres of Land (1666⅔) entered in the name of Andrew Zorbaugh on Darby Creek Madison County Ohio, to wit Five Hundred and seventy seven acres and 1/9th of an acre of said Survey all of which said Surveys are in said Bill more particularly described, to the said Mary E. Warburton, the undivided one third of the said described Lands, and to the said William L. Spencer in Trust and for the use and benefit of the said Virginia S. Calloe the undivided one third of said Described Land, with Covenants of Special Warranty by such of them as are in Law capable and competant to covenant and to deliver the said Deed within thirty Days to the Clerk of this Court, to be by him handed to the said Complainants, and in default thereof it is further ordered that this Decree stand as such conveyance in fee simple of said described Lands - and it is further ordered that this Cause so far as it relates to Complainants Title to the undivided balance of one thousand Eighty Eight and 8/9 acres (1088⅔) of Land in the said Survey Numbered two thousand nine Hundred and eighty five (2985) in Madison County Ohio

be referred to C. W. B. Allison who is hereby appointed Special Master Commissioner for that purpose, and that the said Master Examine the title of the said Complainants to the said 1088 3/4 acres of Land in said Survey No. 2985 and that he make report of his proceedings under this Order to the Next Term of this Court, to which time this cause is continued for a further Decree in relation to the said 1088 3/4 acres of Land in said Survey No. 2985 in the County of Madison Ohio.

I hereby certify that the foregoing Decree is correctly copied from the journals of the Court of Common Pleas, Union County Ohio July Term 1846

Witness John Cassil Clerk of said Court this 8th day of Oct. A. D. 1846

John Cassil Clerk Union Common Pleas

Wilkins heirs -
J. N. Powell
Recpt
$46.7

Filed Nov. 18. 1850
Jas Knuckadeji Clerk

Doe on dem Murray
et al
v
Illinois

In Union
Complin

These suits now pending are to be discon.d no need to be made and costs except for service of declarations to be paid by the defendants

Sept 25 1850

Swan & Anderson
for defts

Powell & Buck atty atty for Pl.

Certified Copy of
Warrant No 43-94. in
the name of John R. Gregory
for 2666 2/3 acres — and
assignment —

Filed July 30th 1846
John Cassidy Clerk

GENERAL LAND OFFICE,

September 2nd 1845.

I, James Shields **Commissioner of the General Land Office,** do hereby certify, that the annexed is a true and literal exemplification from the files of this Office —

In testimony whereof, I have hereunto subscribed my name, and caused the Seal of this Office to be affixed, at the City of Washington, on the day and year above written.

Jas Shields

Commissioner of the General Land Office.

Land Office Military Warrant No. 4596

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

This shall be your Warrant to Survey and layoff in one or more Surveys, for John Munford Gregory heir at law to John Gregory his Heirs or assigns, the quantity of two thousand six hundred 66 2/3 Acres of land, due unto the said John Munford Gregory in consideration of said J. Gregory's Services for the War as a Lieutenant in the Virginia Continental Line— agreeable to a Certificate from the Governor and Council received into the land Office.

Given under my hand and the Seal of the said Office, this 19th day of November in the year One thousand seven hundred and 92—

Charles Lewis
Re. L. Off—

For a valuable consideration received of John Waller Johnston I do hereby assign to him all my right, title, interest, property, claim and demand of the within Warrant — as witness my hand the 10th day of October 1799 — John M'Gregory

Teste

David Oswald

John Crow

Feb 9 1846 Served on said W.J.
Michael L. and Joseph Gallivant
personally by copy
Fees 15
Serv 85
Ret 60 $1.60 John Gaskins Sheriff by Geo. Ely

Urbana Court Pleas

Mary E. Warbinton
et al

Thos. B. Johnston
Henry G. Johnston et al

Filed April 14 1846
John Cassil Clk

The State of Ohio, Union County, ss.

Franklin

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ GREETING:

We command you, that you summon Mr J. Sullivant. Michael P. Sullivant & Joseph Sullivant

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 & others by Mary E Clarburton Thos H. Harris et al

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 Oct.

A. D, 1845

John Cassil Clerk of Com. Pleas.

Mary E. Warburton
Thomas D. Harris, et al

vs

Thomas B. Johnston
Henry G. Johnston, et al.

Exhibits

Filed Oct. 28. 1845
John Carrol Clk

1

Charles City Ct. ho., April 1st 1797

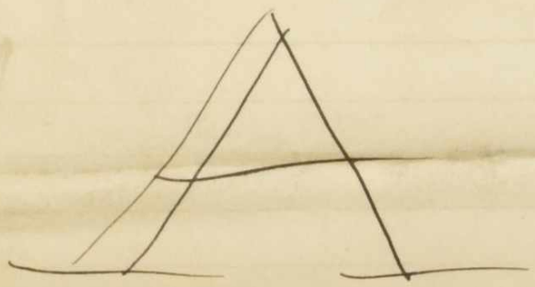
Recd of Mr John M. Gregory Two Land Warrants for Twenty Eight hundred, sixty six and two thirds acres for the purpose of Locating and Surveying for which he the said Gregory is to give the said Johnston one third part of the Land, and the said Gregory is to Defray all the Legal Expenses attending the Locating and Surveying the Same.

Nos of Warrants 2594 and 2627

John W. Johnston

Teste

Edward Trinkenlake



Kentucky, Lexington - January 25. 1798

Mr John M. Gregory - Sir

As I have been disappointed from revisiting Virginia, as I promised, and it is now equally uncertain with me, when I shall, I would advise you to come out your self; I have had your Large Warrant located and surveyed, the Cost attending it will be about £18 - Virginia Currency - your Small Warrant I can not do any thing with, because it is one of those kinds, that is required to be located in bodies of 40000 acres, however I can return it to you, and you can sell it; Genl Putnam at the Mouth of the Muskingum River, is the person who is appointed by Congress to do this Business and will not receive warrants for a less amount than I have mentioned, which I consider a grievance, but such is the fact -

I wish you to come out as soon as possible as I am anxious to put a finish to the Business, and you must not fail to bring with you the amount as mentioned above, as money is scarce with me, and with out this sum being previously paid to the Locator and Surveyor, nothing at all in the Business, can be effectually done

Bring with you the Receipt
that I gave you for the Warrants

I am Sir
your Most Obt. Servt.
J. W. Johnston

"Direction"
to Mr John M. Gregory
Charles City County
Virginia

Lexington August 3d 1797

Mr Lucas Sullivant - Sir

I have to inform you that I have removed from this place to my old Staid Bardstown, where you must call to settle our Business; But if it will not suit you to come there I must wait upon you in Washington or elsewhere, but you must previously inform me of this circumstance - The time that you promised to see me with the Entry's Completed is now so long elapsed that I am truly alarmed about the business; I shall therefore expect to see you shortly, otherwise I must be at the further expense and trouble of waiting upon you on the Subject -

There is a friend of mine from Virginia who has lodged in my hands a Lieutenants Bounty which I promised to put into your hands for Location, But he now begins to be rather clamorous about it, and I fear he will take it out of my hands and put it into Beasleys or some others if you do not make your appearance shortly - My Dear fellow do let me beg your particular attention to this Business as you must be well assured that it was only from the good opinion that I had entertained of you that induced me to give you the preference in this Business -

I am Dear Sullivant, your real friend
and Very humble Servant
J. W. Johnston -

"Post mark Lexington 10th"
"Direction"
Mr Lucas Sullivant
Washington near
Limestone

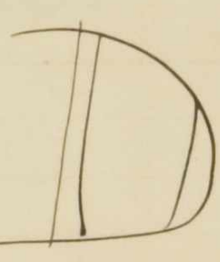
"Recd by Sullivant Sept 12th & answered by post"

Richmond July 24th 1800

Sir - The Land Warrants recd by you of John M. Gregory on the 12th day of April 1797 to Locate and Survey for 1/3 part, the said Gregory paying all expenses of Surveying, I have purchased and obtained your receipt, the said Gregorys power of attorney to John Ballard and the latters assignment to me, all of which a friend of mine has enclosed to Mr Edmund Thomas your Register in order that we may come to an Equal and fair Division agreeable to the terms of your receipt - you will therefore please apply to Mr Thomas upon the Subject as I am anxious to divide the Land obtain a Patent and enter the Land with the Tenetorial Auditor or Clerk of the Peace of the County where it lies and pay up the Taxes due thereon or which may be comedue - as to the remaining 200 acre Warrant in your hands, I have requested Mr Thomas through my friend Mr Samuel McCraw of this place to receive and dispose of in order to raise an additional fund for defraying the Expences which may attend the Business which I hope you will deliver to him and afford him any aid which may be necessary in finally securing the title -
Mr Sullivant informs me that you have ~~paid~~ paid him about $40 for Locating & Surveying the Large Warrant - I wish to hear from you as to the situation of the Land immediately and to be advised of the precise Sum advanced by you on account of the Land - I hope that means are provided adequate for the payment of all expenses in the hands of Mr Thomas; but should that provision fail, upon hearing from him and you, a remittance of your advances shall be made - you may be assured that every thing on my part shall be done agreeably to your Bargin with Mr Gregory

I am Sir, your hble. Servt
Thomas D. Harris

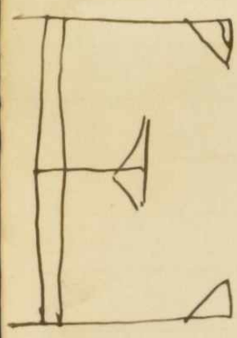
"Direction"
To Mr John W. Johnston
Lexington
Kentucky



Lexington Kentucky
October 26th 1800

Sir

Your Letter of the 24th of July last never fell into my hands, until the 24th inst, owing to my being out of the line of Post; and being ill almost the whole Summer -
Mr Gregory's Warrant for a Lieutenants Bounty has been Loc=
=ated and Surveyed, of Which circumstance, I sometime ago advised him, But have not yet obtained Patents, I shall my=
=self, be in Richmond early next Spring and would prefer a Settlement with yourself, as the Entries are so fixed, as not to enable an Agent well to settle with me, not being furnished by Mr Gregory with any money, was compelled to Change about with the Locator, in such manner so as to come as near the number of acres that you required as possible, though this makes no difference, as the Land in that quarter are nearly all of the same quality - generally thin Oak Lands, Some tolerable Bottoms, and Some Barrens, it being so late before the Warrants Came out, that the Valuable Land was taken up - The Expenses will be about $60 - Though upon Settlement, I will Exhibit an exact Statement of the Expenditures - As I discovered that the Knox's Warrant would perish in my hands, I sold it for $20 per hundred which was the best price given here, Mr Gregorys powers to me, enabled me to do so - Mr Gregorys agreement with me was to defray all my Expenses, about this Business, so that the difference between the price of the Small Warrant, Sold &c, the current charges, I am indebted £ 9..6..6¾ to the Locator for which he has my Obligation, which became due on the 1st Ulto -
The Patents I am informed have been ready since March Last, But have not as yet fell into my hands, I have intrusted a gentleman who has now gone to Congress from this Country to bring them out, and Immediately on the receipt of them I will advise you of it - The land in this quarter is generally valued at about 50 cts per acre but at present will not sell for any price, owing to the Extreme Scarcity of Money
There is a young Man by the name of Torbom Who lives in Prince



George County, who has a claim on me for 2111/3 acres, in virtue of part of a Captains Bounty; I wish you could buy this claim, as it would make a settlement between us very easy, as your and his quantities are so blended that it will be impossible to settle without the one or the other buying or selling a small peice - In case you should wish to his claim I will give you a short statement of it - He was entitled to a claim but did not know how to come at it after some difficulty I investigated the claim and obtained the warrant for which per agreement he was to give me 1000 acres of it; and the Locator 1/3 and to defray all expenses, which at the least will be $80 - which must be refunded me with interest, before he and myself could settle - I merely mention this to you to govern you in case you should trade, as he is not well acquainted with Business of this kind, among other reasons why I wish you to purchase this claim is I judge you would speedily refund me, my advance-es which I stand in great need of as money has become so scarce in this Country, that a person cannot travel without packing his accommodations - The Locator agreed to throw in 200 acres in order to come at his proportion and to be immediately accommodated, which is so much gained between the two Bounties, this I judged was doing well for the two young men one of whom is a particular acqu-aintance and who I knew would sell

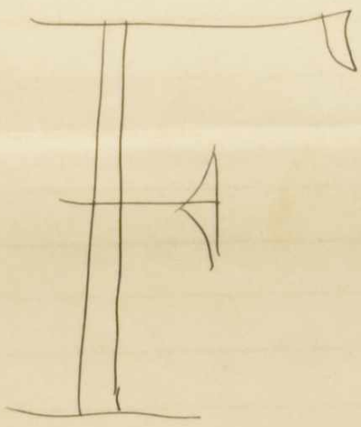
I am. Sir your Mo: Ob. Servt.
J. W. Johnston

To
Mr Thomas J. Harris
Richmond
Virginia

Know all men by these presents that I Andrew Torborn of City Point in the County of Prince George and State of Virginia Have this day engaged and Employed John W. Johnston of the State of Kentucky, to have Located and Surveyed the Bounty of Land due to the Late Captain Peter Dunn of the 6th Virginia Regiment, services for the War, and provided he the said John W. Johnston recovers the same, the said Andrew Torborn, Binds and obliges himself his heirs Executors or Administrators to give unto the said John W. Johnston his heirs or assigns one thousand acres of Land a part of the aforesaid Bounty for the said Johnstons services for superintending the Location and Surveying the Same; also to allow to the Surveyor one third part of the aforesaid Bounty of Land for his Services, and he the said Andrew Torborn Binds and obliges himself &c to pay all the Legal fees and Expenses attending the Location and Surveying the aforesaid Land - In Witness whereof I have hereunto set my hand and Seal this 25th day of March 1797

Teste
Thomas Boyd
David Mc Kithrick
James Roane

Andrew Torborn (Seal)



Articles of Agreement entered into this 4th day of May 1797 - Between John Waller Johnston of the County of Fayette of the one part, and Lucas Sullivant of the County of Mason of the other part, both parties of the State of Kentucky - Witnesseth that Whereas the said Johnston is now possessed of a Military Warrant No 4594 for 2666 2/3 acres, which Warrant the said Sullivant hath agreed with said Johnston that him the said Sullivant will Locate said Warrant for the Benefit of himself and the said Johnston - That is, that the said Johnston doth hereby privelige the said Sullivant to act on said Warrant as him the said Sullivant shall see cause and for his the said Sullivants services in so doing, the said Johnston doth agree to convey unto the said Sullivant his heirs or assigns one Equal 1/3 part of the Land obtained by said Sullivant on said Warrant to be divided in quantity and quality, the Expenses on said Business both Legal and Contingent is to be proportioned and defrayed by the said Contracting parties in the same proportion as their interest in the Land, that is the said Sullivant to pay 1/3 and the said Johnston 2/3 - which shall be due unto the said Sullivant in one Twelve months after the Land shall be surveyed and Returned to the Surveyors office - To the true and faithful performance of which each of the said Contracting parties doth hereby bind themselves their Heirs &c under the penal sum of £500 Current money of this State - In witness whereof they have hereunto set their hands and affixed their seals this the day and year first above written

Signed, Sealed & Acknowledged
In presence of —
George Holloway
William Kenton
George Lewis

Lucas Sullivant (Seal)

J. W. Johnston (Seal)

Richmond January 13th 1800

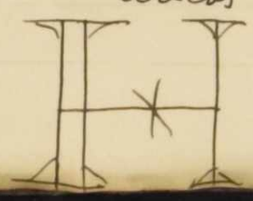
Mr. Ballard - By information of Mr Thomas D. Harris of this place I learn that you are the proprietor of a Military Warrant of 2666⅔ acres Granted in the name of John Mumford Gregory - That Warrant he was put into my hands by a Mr John W. Johnston of the State of Kentucky about 3 years ago to be acted upon by me under certain Stipulations Between Mr Johnston and myself (That is) I was to have the one third part for Locating and Surveying said Warrant, and he was to pay or Cause to be paid the Expenses on the same - The Business I have some time since Completed and Mr Johnston hath paid me my fees &c for Surveying and hath the platts in possession - I saw Mr Johnston Some time in the fall and he talked of being through this country on Business - I have no Doubt but that Mr Johnston will bring with him your Works which will explain for themselves their Situa= =ation - However as it may be satisfactory to you, I State for your information that they are on the head waters of Darby's Creek which as a water of the Scioto and puts into the Scioto high up - I suppose they may be Considered Lands of the 2d quality in their neighbourhood - They are remote from any settlement at present and from 120 to 130 miles from the Ohio - I know not what to say is their value as from this situation they would not command the Cash, as high as they in fact might be worth to posterity at some distant period - They lay level enough for Cultivation, they are clear of all disputes so far as I have been able to ascertain, except they should be effected by the Determination of Government on the reservation line, as that has not yet been designated or ascertained, and from different Constructions on the res= =ervation law, those lands will be near that line - So if you should dispose of these Lands it may be well to be Cautious with regard to your general Sale - There being a tax on lands in the Territory it may be well for you to eng= =age some person to attend to your business in that Country. Considering this letter as being a full Statement relative to that Claim - I Conclude but Observe if you wish any further information, that by writing by post ad= =dressing me in the Town of Washington Kentucky - I shall Chearfully serve you in that if in my power

I am Sir your humble Servt

Lucas Sullivant

"Direction"

Mr John Ballard - Charles City County
Care of Mr Harris



Chillicothe N. W. Territory
Sept 30th 1801

Dear Sir

In answer to yours of the 11th of June which I have just received I state - That some time in the year of 97 or 98 Mr John W. Johnston then of the State of Kentucky put into my hand a Warrant in the name of John Mumford Gregory for 2666⅔ acres of which for the locating he agreed to give me the one equal third part in quantity and quality - as soon as the nature of the case would admit I surveyed and returned the same and he as agent for Mr Gregory assigned to me my proportion and settled with me the expenses, he paid charges on the whole in the Principal Surveyors office and took up the platts which I suppose he has yet in his possession - as to the quantity of your land I presume it may be called 2d rate - as well as my recollection serves me they are on the waters of Darbys Creek or perhaps some on the waters of Bokes creek - But what was the amount ~~paid~~ that Mr Johnston paid me I do not recollect - But I will write you more fully when I have access to my papers - I am now from home and cannot be very correct - But from the remote situation of said Lands a Sale for Cash at any price almost is out of the question. There is so much land for sale in this country that it is but little object - If a Sale could be made it would be by taking the greater part in Property (say Horses). But then it would be at a low price not higher than $1.00 or perhaps $1.25 per acre upon an average - as to your land upon Rufsells Creek, I am not acquainted with it and therefore can give no account - If you are willing to sell your lands on the terms mentioned or on any other terms you may point out, I am willing to offer them for sale for you - But in such case I would wish to deliver such property to some person either in this Territory or in Kentucky, as having changed my place of residence and now settled with my family at Franklinton at the Forks of Scioto, It would not be convenient, to take charge of such property to deliver it in Virginia

I am Sir yours respectfully
Lucas Sullivant

"Direction"
To Mr Thomas D. Harris
Richmond Virginia
pr Mail

Franklinton August 1st 1802

Mr Harris - Sir - Yours of the 13th of May past have lately come to hand, and for your information I state, that the taxes on for the present year are this day due, the rate of taxation is 60 cts for 1st rate - 40 cts on 2d rate and 20 cts on 3d rate land per 100 acres - If the tax is not paid by the 1st Monday in November, the Law inflicts a penalty of 50 per cent on the amount of the tax, the whole of which then goes on interest until the taxes is paid made or the Land sold -

By written contracts with Mr John W. Johnston I am entitled to one equal third part in quantity and quality of the Land surveyed on Torbons and Gregorys Warrants as a consideration of my services in Locating said Warrants I completed the Business and made a Return thereof to the Principal Surveyor's Office in the fall of 1799, at which time Mr Johnston attended at the office and divided the platts and surveys with me and at the same time received from the office the Balance of the Surveys on both Warrants - In the Division of Waste Mr Johnston of said Lands a platt of 1000 acres on Part of A. Torbons Warrant, and Two other platts amounting to 1466⅔ acres on Part of Gregorys Warrant fell to me making in the whole 2466⅔ acres which exceeds the ⅓ part of the whole amount of the Two Warrants as much 22⅓ acres which difference was settled between Mr Johnston and myself at the time of Division -

On those three tracts of Land assigned to me I have paid the tax for the year 1800 and I think for the year 1801 though of the latter I am not certain, not having the my receipt for 1801 present, from my duplicate of the Book of Sales there has been no sales made of Lands in the name of either Torbon or Gregory - Yours of the 13th of May last is the second letter I have received from you, I did receive one from you some months ago, which I answered by post, and am surprised that it did not reach you for I deposited it in the Post Office myself - However in answer to to that and as much of the present as respects the Valuation and Sale of the Land in question, I represent as follows - It is not Land of the 1st quality, But I consider it in the 2d Class as to Soil, and it is not in a settled part of the Country but is yet a frontier - There is no probability of selling common Lands in this Country to an advantage and money is almost out of the question - Those who have got money can

procure Land when and where they please - Those who purchase Lands of the 2d or Inferior quality and that laying towards the frontiers are seldom of abilities to make speedy payments, they must generally have 1. 2 or 3 years to make payments, and then the greater part or perhaps the whole in trade - Hases have been Considered a good trade with us though they are fallen - I do presume that if your lands was offered for Sale on terms above Specified that some lots of it might be sold perhaps for 9 or 10 Shillings per acre - But I do suppose that from 6 to 8 Shillings per acre to be a much better Calculation and on that Score more Certain to insure a speedy sale, as our Country have been represented in a very unfavorable point of view as to health, and the very great quantity of Land both Public & Private property now offering for sale and much thing of Superior quality - Renders it a difficult matter to sell lands unless they possess some local advantage - It is more than probable that I shall be in Richmond this Winter

Yours Respectfully
Lucas Sullivant

"Direction"
Mr Thomas J. Harris
Richmond
Virginia

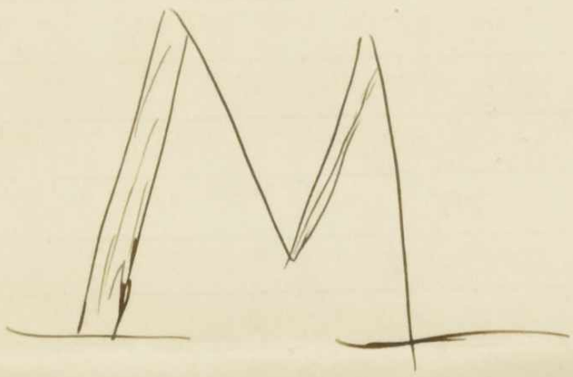
City Point
February 18th. 1806

Dear Sir

The indisposition of myself and Family has kept me from seeing Major Taylor ere now, I hope I shall be able to go to Petersburg the last of this or the first of next week, for that purpose, and if it may be proper for me to give you a Deed for property I have never professed or hope never to have any thing to do with, be assured I will do so - I shall ever wish to do what is proper but never concern with what I have nothing to do with - And if I am cautious, it is be= =cause I have reason to be so - I wish you to say before I speak to Major Taylor, that you will pay his fee, as I shall get his opinion to serve you - Excuse haste and believe me to be

Dear Sir your friend
A. Forborn

J. D. Harris Esq
Lewel



To all whom these presents shall come Greeting -
Know ye - That I John M. Gregory of Charles City County and State of Virginia for divers good Causes and Considerations me hereunto moving, I do hereby nominate and appoint John Ballard of the aforesaid County and State my Lawful attorney and to vest him with every power and the fullest authority to act, perform, stipulate, agree, Bargin, transfer, and to Execute any Deed or other matters that he the said John Ballard shall think proper deem necessary or adjudge right in as full and ample a manner as if I the said John M. Gregory was present and might or could do, perform, execute, and the Law grant; hereby ratifying Confirming, abiding by, any act, deed, bargin, Sale, agreement transfer, stipulation, or thing whatsoever, that shall be made done or Executed by the said John Ballard, especially for the particular purpose and intent of the said John Ballard in the management Sale Transfer, and negotiating in any manner, whatsoever the Lands and premises that shall be Located and Surveyed under the two Land Warrants for twenty Eight hundred Sixty Six & two thirds acres, which Warrants were delivered Mr John W Johnston the 1st day of April 1797 for the purpose of Locating and Surveying - which said Warrants are Numbered 4594 the other 2627 the warrants and land being for the entire use and benefit of the said John Ballard to whom I have sold and disposed of all my right title, claim or pretentions of claim what soever, and hereby certify that I entirely relinquish the same, meaning and it is understood between the parties to these presents, that the powers here to vested in the said John Ballard is for the special purpose and intent of the said John Ballard, transacting, stipulating, transferring, and Executing any Deed or Instrument touching the Sale or or securing the said Land or Warrants whereby I shall not be made liable, and amenable to any person what soever, otherwise the greatest latitude of power is vested and intended to be hereby given unto him the said John Ballard in settling the said Business in any form or manner however, the said Warrants being granted for Military services rendered by my father for Land lying in the State of Kentucky

and Numbered as herein before expressed - The said John M. Gregory paying all expenses as expressed in a Receipt given for the said Warrants by the said John W. Johnston

In Witness whereof I have hereunto set my hand and affixed my Seal this 25th day of June AD 1798 - and also the hand and Seal of the said John Ballard is hereunto set the 25th day of June 1798 -

Signed Sealed & Delivered in presence of
Wyatt Walker
Will: Graves

John M. Gregory (Seal)
John Ballard (Seal)

Virginia - Charles City County to wit

We Wyatt Walker and William Graves Justices of the peace for the said County do certify that this power of atty and article of agreement was this day executed by the parties - given under our hands and seals this 25th day of June AD 1798

Wyatt Walker
Will: Graves

Virginia to wit

I do hereby certify that Wyatt Walker and William Graves Esqrs who sign the within certificate are Justices of the peace for the County of Charles City and that full faith and credit ought to be given to all things by them certified as such

Virginia Seal

Given under my hand as Governor and under the Seal of the Commonwealth at Richmond this 18th day of September 1798

James Wood

To all whom these presents shall or may concern, I John Ballard of the County of Charles City attorney in fact for John M. Gregory have and do by these presents assign and transfer unto Thomas D. Harris of the city of Richmond, all the right, title, interest, and Estate of, in, and the Benefit of a Receipt, dated the 1st day of April 1797 granted by John W. Johnston, for Two Military Land Warrants Nos 4594 & 2627 containing Two thousand Eight Hundred sixty six & Two thirds acres, to the John M. Gregory being for Military Bounty of Land due from the State of Virginia Hereby transferring and assigning to the said Harris in a full, complete and ample manner all and all manner of Benefit and advantage resulting from the Benefit of the said Receipt and Warrants in as full and ample manner as the said John M. Gregory might or could do, agreeable to the powers vested in me for that purpose by virtue of the power aforesaid hereunto annexed and I do hereby agree, and bind myself that I will at all times hereafter when thereunto required, execute any other or further instrument to the said Harris for the more effectual security of the rights hereby intended to be conveyed in and to the Warrants aforesaid and the Lands on which they may be Located subject however to the conditions expressed in the Receipt before referred to. And I do hereby request that a Grant or Grants may be issued to the said Harris for the said agreeably to the true intent of the power aforesaid and of these presents — In Witness whereof I have hereunto set my hand and seal in the City of Richmond this 7th Day of June AD 1800

Teste
Samuel McBraus

John Ballard (Seal)
Attorney in fact for John M. Gregory

Spotsylvania July 6th 1801

Dear Sir

Discovering that there is some Business concerning land between my Brother John W. Johnston Decd and you, that he had to Locate for you and being in the Western Country last Spring the Patents fell into my hands which I now have in possession - But the difficulty arising is, all the Patents is issued in his name and as there is several Legatees besides myself and one under age, else it might be easily obviated by making a joint Deed to you, this though some what difficult I will try if possible to do, as I wish to evade a Suit, I shall be glad to receive some advice from you, and try to settle the Business as friendly and with as little Expense as possible, there is a Mr Sorbon of City Point that has business of the same nature, should be very glad if you or him could either buy or Sell each others part so as to make the whole under one Settlement, and at the same time would sell our part if we could agree - A Letter to my address in Amherst County to Warminister Post-office will meet with my approbation - I should be glad to hear from you as quick as possible

Thomas B. Johnston

Mr Thos D. Harris

N. B. There is some of the legatees in Amherst (my place of residence) and some in this County you had better attend to this Business very soon as the Land is liable to be Sold for taxes

T. B. Johnston

"Direction"
To Mr Thomas D. Harris
Richmond

Amherst July 30th 1801

Sir — In answer to your favor of the 19th Inst. I suppose the cause of the Patents issuing in my Brothers name was owing to the plats and certificates being assigned to him which appears from copy's of the Originals in my possession, I was also informed by Mr Davis last Spring in Kentucky (who brought out the patents and handed them to me) that while at Congress, he had received a letter from my Brother requesting him to have the patents issued in the Original owners names, but the Patents were issued some time before the letter came to hand — My Brother left a Will, with Mr Waller Lewis of Louisa, Mr Waller Bullock of Kentucky and myself Executors, the only part of the will, that can relate to this Business (the Executors excepted) is the last clause where he says — That all my property not particularly disposed of be Sold, and Equally divided among my Brethren — The names of my Brothers and Sisters, are William Goodlow Johnston, Harry Goodlow Johnston, Ann Kay Childess, who intermarried with Benjamin Childess — Dorathea Pomfrett Minor, who intermarried with Thomas Minor Jr and Sarah Dabney Johnston (Harry Goodlow Johnston is under age) —

The Letter referred to here is found in Exhibit E

The Land I purposed to sell you, you want to know the quantity, price, Situation & quality — The quantity is about 11 or 1200, the price, Situation & quality, was furnished you by a Letter from my Brother, dated Lexington October 26th 1800 which is all I know about it — I suppose it unnecessary to inform you that considerable expenses have accrued in executing this business and it appears from all the papers I have relative thereto that no compensation my Brother was to have for his trouble, but was to be reimbursed his Expenditures, as 1/3 of the Land goes to the Locator, the other 2/3 to Mr Gregory or his assigns, some unforeseen trouble has attended this business (a suit &c) which produce expense — I am Equally anxious with you for a final and speedy close to this Business and hope to meet with every assistance in your power where my information is short — to produce Justice — I am, Sir with Esteem — your Obt — Servt —

Thos B. Johnston

N.B. Living a considerable distance from the Post Office letters a considerable time before they come to hand —

"Direction" To Mr Thomas D. Haines — Richmond

Warminster October 9th 1801

Dear Sir – yours of the 3d of Sept never reached me till the 3d of this instant in consequence of neglect of some person that it was forwarded by, you tell me the Land is advertised for taxes and my part is $10 – which I have enclosed you a draught on Messrs Brown, Reves & Co for, But am afraid it will get there too late, with out you have been so good as to send my part by the gentleman you mentioned – you desired me to send you the Dates and number of the Surveys, Patents &c which I have Done – "A List of Surveys & Patents of John W. Johnston dec'd

Surveys	1000 acres	Surveyed	26th Nov 1797	No 2981	Patent issued	19th	Jany	1801
"	"	"	"	11th Sept 1799	" 2982	"	" 20th	" "
"	1666 2/3	"	"	27th Nov 1797	" 2985	"	" 19th	" "
"	1000	"	"	11th Sept 1799	" 2984	"	" 20th	" "
"	200	"	"	" "	3679	"	" "	" "
"	"	"	"	30th "	" 3748	"	" 19th	" " "

I am trying to get a power of attorney to convey your lands to you which will be done shortly, as I shall answer for my Brother that is under age, an answer as soon as possible, so I end with haste

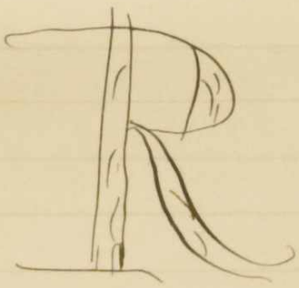
Thos B. Johnston

N. B. Would beg that you would send the list you have seen

T.B. J

"Direction"

To Mr Thos D. Harris
Richmond



Albemarle September 12th 1805

Dear Sir - When I returned from the Springs I was informed ~~that~~ you had been to see me concerning that Land business, which has cost me a deal of trouble and Expense, I have been tired out with writing to you and Enquiring for you and could never hear till now when you were - I am willing to do any thing that is lawful ~~and~~ or right but never shall give myself as much trouble as I have had - I am willing to have a friendly suit but you must first deposit the money due and pay all Cost and be at all trouble, you had better con= =sult with the other gentlemen whether they will become a party to the suit or not - you have let so much time elapse since I sold you the land and Expected to Recieve the money that I had rather take the Land back, and that will prevent Mr Torborn being a party - Mr Childers says you told him some of the Land was sold for the taxes, that I think you ought to loose as you have had it in possess= =ion so long which prevented my attending to it, and Besides I remitted you ten dollars Before I sold you the land which you said was my part of the tax then due - Believe me Sir I wish for nothing but an ami= =cable settlement and that as quick as possible, my youngest Brother has been of age upwards of two years, which makes the Business less difficult, you will please consider of it and advise me of it speedily

I am yours &c
Thos B. Johnston

N.B. Sir would thank you to Enquire of Mr C. Coupland how my Business in Roane is like to Close & inform me by your next or desire him to write to me and you will oblige your friend

T.B.J.

"Direction"
Mr Thos D. Haines
Richmond

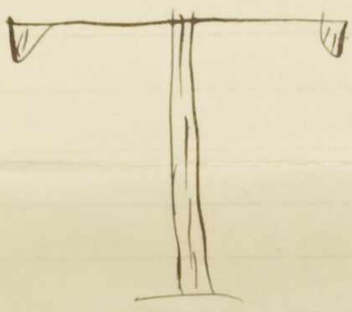
Albemarle - November 3d 1805

Dear Sir - yours of the 15th & 29th of October come duly to hand, But being at some distance from home, it was out of my power to ans:=wer yours sooner - you requested me to inclose the agreement between Mr Torborn and my Brother which I have done ["For copy of the agreement enclosed see Exhibit **F.** "] - I think the mode you pointed out (which was the way we concluded on when I saw you) is the most Expedient mode we can fall on, there is some of the parties concerned in Spotsylvania which you will have to wait on - you will recollect I was to make you a Special Warranty, not a general Warranty, therefore pre==pare your Deed in the former way, that is we relinq==uish our title and all claiming under us - Sir I would ~~be~~ thank ~~fed~~ you if you remind Mr Torborn that I should be glad to Execute his deed to him agreeable to the Decree of Amherst Court - I have advised him of it some time sin=ce and likewise sent him a copy of the Decree, and am afraid that it has miscarried, as I have never received a Scrape of a pen from him since, no more but I wish a speedy which will much please your friend

Thos B. Johnston

"Direct-ion"

To Mr Thos D. Harris
Richmond



Tax Receipts for
Taxes paid by Thomas
D. Harris, dec^d, on the
Torbert & Gregory Lands
from the year 1800 to the
year 1817

No 1273

John Carlisle
to
Torbern &c } Recp.ts

"Paid in the names
of Torban & Gregory
By means Harris agent
for the years 1800, 1801
1802 & 1803"

No 2

Chillicothe November 11th 1803 Received from Ind.o Jorbous hr. to P. Dunn by Robert Means Twenty two dollars fifty seven cents five mills ~~also~~ for the ~~p~~ taxes of the years 1800, 1801 and 1802 with 50 pr cent also six dollars in full for the present year with 50 pr cent on 1000 acres 2d. rate land, Traces creek

$28. 57. 5

John Carlisle
Collector V.M. Lands

9d paid for transfer

No 3

Received Chillicothe November 11th 1803 from John Mc Gregory hr. to John Gregory by Robert Means Six dollars being in full for the year 1803 with 50 pr cent on 1000 acres 2 rate land on the waters of Poke creek

$6. 00

John Carlisle
Collector V.M. Lands

9d paid for transfer on the auditors Books

Received Chillicothe August 7th 1805 from Thomas D. Harris (by Robert Means) Eighteen Dollars Sixty-three cents and three mills the tax in full for the present year on the following tracts of Land Viz.

No.	Acres	Rate	
3679	200	2nd	Darby creek Water
2984	1000	2nd	Bokes creek Water
2985	1666⅔	2nd	Treacle creek

$18.63.3

For John Carlisle
Collector U. A. Lands
William Irwin

Collector U. A. Land
Ohio State
for 1805
$18.63 3

Thos. D. Harris
Lands — Rect.
For Taxes paid by
R. M. to wit $50-37
Cr.
By cash — 40
Due Rec. $10-37

~~666⅔~~ $3151 — of 666⅔ on Treacle creek —
No 2980 of 800 acres on Darby's creek. } in the name of Jno. M. Gregory
No 2983 of 1000 acres on D. in the name of A Forbourn has been paid
& charged home for the years 1800. 1801. 1802 & 1803 —

~~2666⅔~~

Sullivan's Memo.
= a due to Treasy

$666⅔ in the name of Joseph Pence is
$2.37½ no other lands against for

666 2/3 in the Name of Jno. M. Gregory on Treacles creek - 1200 acres in same Name on Darby's Creek - and 1000 acres in the Name of Andrew Corbourn or Dorby has been paid and is charged to me for the years 1800. 1801. 1802 & 1803 — Lucas Sullivant

Memo^dm — If Mr Means should not find the 1666 2/3 acres in the Name of A. Corbourn - entered on the lists in Pickaway County for Taxation - Tow it to Mr. Carlile - It will then be proper to enter them with the Clerk of Franklin County which is the County where the land lies. It will be proper to enter it in the name of Mr. Thos. D. Harris. I at the same time specify in whose name it was Originally entered to the Surveyor - and ~~the tax~~ It will then come out on the duplicate for tax for the year 1804. and the Additional arrearges —

Tax receipt
for, 1804 —

"paid by means for
Harris"

Received Chillicothe March 31st 1805 from Thomas D Harris by Robert Means Eleven dollars being the tax in full for the year 1804 on the following lands - Viz -

No. 3679 -	200 acres	Wm. M Gregory Ho. &c	Waters of Darby creek
2984 -	1000 acres	Do. —	Waters of Bokes creek
2985 -	1000 acres	And. Forbour Ho. &c	~~And~~ Treacles creek

$ 11.00

John Carlisle
Collector of Lands

Thomas Scott acct
to } Receipt
Thos D Harris

$18.63.2

666

Chillicothe November 7th 1806 Received of Thomas D Bairs per Mr Carlile Esq. eighteen dollars sixty three cents and three mills the tax in full for the present year on the following tracts of Land to wit

No entry	No acres	For whom entered		
3679	200	John McGregory heir to Mr McGregory deceased	Waters of Darby ck	1.30
2984	1000	do	Waters of Bokes ck	6.50
2985	1666⅔	And. Forbain heir to Peter Dunn	Heades creek	10.83.3
				$18.63.3

Thomas Scott
Coll. 2d Colr. district

A Williams
Collectors
Receipt To
Thos. D. Harris
$18.63.3
1807

1807

Collectors Office Chillicothe July 26th 1807

Received of Thomas D. Harris by the hand of Robert Means the full amount of tax due on the following described Lands for the year one thousand eight hundred and seven. Viz.

No. Entry	No. Acres	Date	for whom entered	Watercourse	D. Cents
3697	200	2	Jno. M. Gregory his Ho.	W. of Darby	1.30
× 3984	1000	2	Do.	W. of Bokes Creek	6.50
× 3985	1666⅔	2	Andrew Forbom	Treacles Creek	10.83.3
					$18.63.3

(× ought to be 2985
2984)

Recevd. payment
A. Williams Collector
of 1st Collection district
in the state of Ohio

Henry Masie
to } Receipt
Jno M. Gregory

"Paid by Gibson in the
name of Gregory for years 1860
& 1861"

Chillicothe October 13th 1801

Recd of John M'Gregory by Thomas Gibson Seventeen Dollars four Cents & Three mills in full for the tax for the years Eighteen Hundred & Eighteen Hundred & One On 1,000 Acres 2nd rate land Upper Side Twickles creek & 666⅔ Acres 2nd rate Do Creek Ross County Entered & Surveyed in the Name of John M'Gregory

$ 17-04.3

Hen: Mapie collector
V.M.D.

Chillicothe October 13th 1801

Recd of John M'Gregory heir to Jno M'Gregory Decd by Thomas Gibson Ten Dollars Twenty two Cents & four Mills in full for the tax for the years Eighteen Hundred & Eighteen Hundred & One On 1,000 Acres 2nd rate land On Waters of Bokes creek Ross County Entered & Surveyed in the name of Jno M'Gregory heir to John M'Gregory Decd

$ 10.22.4

Hen: Mapie collector
V.M.D.

To the County Surveyor of Ross

I hereby certify, that one hundred and Ninety Nine

acres of Land was this day sold unto George Clark

part of a tract of Wm. M Gregory Wr. to Jno. Gregory

acres, for the tax and penalty due thereon, for the year eighteen

hundred and two - Waters of Bokes

creek

entered for Wm. M Gregory

to be taken out of the north-westerly corner, and run as near in

a square as the situation of the tract will admit of.

John Carlisle Collector

of the Taxes on the Virginia Army Lands.

199 acres

Chillicothe 8th day of November, 1805.

November 11. 1803 I assign without recourse my Interest in the within Certificate to Thos D Harris George Clark

Teste Moses Wright

	Tax on rent —	
	50 p.c. — 2	6
	60 p.c. on sale	3.60
No 1		$9.60
No 2		28.58
No 3		
No 4		5 72
	Taxes &c	49 90
3	Transfers at 12½ cents each	0 38
		~~$ 50 37~~
		50:27
	By Cash	40:00
		10:27

No 1.

Certificate for 200 Acres land.

Filed for taxes and Bought by Clark and assigned by him to Harris

35·11
17·5
20

Novr. 11th 1803 transfer
to Thos. D. Harris on
9d No 4

Tax receipt
"For 1800, 1801, 1802 & 1803
paid by means for Hanes
on the 200 acres land"

Rec'd

Received Chillicothe November 10th 1802 from Jos
M Gregory Ex.r to John M Gregory deceased Four
dollars fifty one cents five mills the tax in full for the
years 1800, 1801 & 1802 with 50 P.r cent. also one
dollar and twenty cents the tax in full for the pres-
ent year on 200 acres P.r rate land waters of Darby
creek. P.r Robert Meanes for Thomas D Harris ~~p.d~~

John Carlisle
Collector V.A. Lands

$5,71.5

200 ac.s taxes in full paid
1000 ac.s sold for one years taxes & ~~paid for 1800, 1801 & 1802~~

Certified Copy of
Warrant No 21792 in the
name of Andrew Torborn
for 1666 2/3 acres - and assignment -
also Copy of Survey No 2985 -
and Copy of assignment on the
Survey -

Filed July 30th 1856
John Capoil Clerk

GENERAL LAND OFFICE,

September 2nd 1845

I, James Shields — **Commissioner of the General Land Office,** do hereby certify, that the annexed are true and literal exemplifications from the files of this Office —

In testimony whereof, I have hereunto subscribed my name, and caused the Seal of this Office to be affixed, at the City of Washington, on the day and year above written.

Jas Shields

Commissioner of the General Land Office.

Surveyed for Andrew Torbornein at law of Peter Dunn decd. 166⅔ Acres of land on part of a Military Warrant No. 4792, on the upper side of Hardy Creek, beginning at two Hackberries, and a Cherytree upper corner to John Gibsons Survey No. 2682. running up the Creek N. 23 W. 60. N 80 W. 46. S 41. W. 60. S. 6 W. 75. S 63. W. 130 N 49. W. 30. N. 30. W. 40. N 75 W 42. S. 57 W. 100. S. 70 W. 90. N. 57. W. 110. N. 15 W 100. N. 75 W. 25 poles to a Black Walnut and ash, thence N. 53. E. 775. poles to two Elms, thence S. 37. E. 405. poles to three Black oaks. thence S. 53. W. 270. poles to the beginning.

No. 2985

166⅔ Acres.

Daniel Thompson } C.C.
William Crawford }
Samuel Robertson M.K.

Lucas Sullivant D.C.
November 27th 1797

Examined and recorded
April 12th 1798.
Richard C. Anderson
S.

For a valuable consideration received from John Waller Johnston. I do hereby assign to him all my right, title, interest & property claim and demands of the within platt and certificate of Land as Witness my hand the 10th day of October 1799.

Test. Andr. Torbon

David Oswald.
John Crow.

Land Office Military Warrant No 4792.

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

This shall be your Warrant to survey and layoff in one or more surveys for Andrew Torbon heir at law of Peter Dunn his Heirs or assigns, the quantity of four thousand six hundred sixty six & 2/3. Ds. acres of land due unto the said Andrew Torbon, in consideration of Peter Dunn services for the War, as a Captain of the Continental Line, agreeably to a Certificate from the Governor and Council, which is received into the land Office — Given under my hand, and seal of the said Office this fourth day of April in the year one thousand seven hundred and ninety seven.

L.S.

Mr Price R.S.O.

Wm. M. Gregory
To
L. Sullivant } Aut.

"Fees for surveying
land"

Original
account

Filed July 30th 1846
John Caplis Clerk

#

1798 June 5th } John M Gregory

To Lucas Sullivant Dr

To Genl. account for surveying 1466⅔ in 2 surveys. $12.9

To 3 entrys 3 copies & 2 certified plats — $ 1-50

To Cash Advanced to woodsmen — $ 11-00

1799 5 Oct } To Genl. Account for survey 1200 acres in 2 surveys. $ 11-94

To Cash Advanced for Woodsmens wages — $ 9-00

To 2 entrys 2 copies 2 certified plats — $ 1-17

$ 46 70

Errors Excepted.

Lucas Sullivant. DS

Mary E. Walkerton
et. al.

v 3 affdt

Thos B. Johnston
et. al

Filed April 14th 1846
John Cassil, Clerk

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.

CHANCERY NOTICE.

In pursuance of an order of the Court of Common Pleas of the County of Union and State of Ohio at their October Term, A. D. 1845, Thomas B. Johnston, Henry G. Johnston, Waller Bullock, and John M. Gregory, are hereby notified—and John Ballard, Andrew Torborn, William G. Johnston, Ann Key Childers, and Benjamain Childers, Doratha P Minor and Thomas Minor, Jr., and Sarah Anu Johnston, if they may be living at this time, are also hereby notified, and if they be dead at this time, their unknown heirs and legal representatives are hereby notified, and the unknown heirs and legal representatives of John M. Gregory, deceased, are also hereby notified, that on the 28th day of October, A. D. 1845, Mary E. Warburton, Thomas D. Harris, John W. Edloe, Virginia P. Edloe, and William L. Spencer, Trustee of the said Virginia P. Edloe, all of the State of Virginia, filed in said Court a bill in Chancery against the said Thomas B. Johnston, Henry B. Johnston, Waller Bullock and John M. Gregory—and also against the said John Ballard, Andrew Torborn, William G. Johnston. Ann Key Childers and Benjamin Childers, Doratha P. Minor and Thomas Minor, Jr., and Sarah Ann Johnston, if they may be living, and if they may be dead, against the unknown heirs and legal representatives of such of them as may be dead, and against the unknown heirs and legal representatives of John M. Gregory, deceased. The object and prayer of which said bill is, that the said Thomas B. Johnston, Henry G. Johnston, William G. Johnston, Ann Key Childers, and Benjamin Childers, Doratha P. Minor, and Thomas Minor, Jr., and Sarah Ann Johnston, or such of them as may be living at this time, and that the heirs and legal representatives of such of them as may be dead at this time, may be decreed to convey by deed duly executed and signed the legal title to the following described premises, to the said Mary E Warburton, Thomas D. Harris, and William L. Spencer, Trustee, to wit: Survey No. 2984 for 1000 acres of land entered in the name of John M. Gregory, on the waters of Bokes creek Union County, O. Survey No. 3679 for 200 acres of land entered in the name of John M. Gregory, on Darby creek Madison County Ohio, and survey No. 2985 for 166⅔ acres of land entered in the name of Andrew Torborn, on Darby creek Madison County, Ohio, which said surveys were patented to John Waller Johnston on or about the 19th or 20th of January, A. D. 1801, and the said Thomas B. Johnston, Henry G. Johnston, Waller Bullock, and John M. Gregory are further notified, and the said John Ballard, Andrew Torborn, William G. Johnston, and Ann Key Childers, and Benjamin Childers, Doratha P. Minor, and Thomas Minor, Jr., and Sarah Ann Johnston, if living, are further notified, and if they or any of them are dead, the heirs and legal repsesentatives of such as may be dead, are further notified, and the unknown heirs and legal representatives of John M. Gregory, deceased, are further notified, that unless they appear and plead, answer or demur to the said bill, within sixty days after the next term of said Court, the said Mary E. Warburton, Tnomas D. Harris, John W. Edloe, Virginia P. Edloe and William L. Spencer at the next term after the expiration of said sixty days, will apply to the said Court to take the matters of the bill as confessed, and to decree thereon accordingly.

K. THOMAS,
Sol. for Compla'ts.

Oct. 28, 1845.

Justice of
and for the
union and State
personally appeared
Leapil and
oath, that
to attached, was
six consecutive
after the 28th day
1845 in a new-
ed the "Eaglet"
and News paper
that time prin-
County of Union,
~~Sworn and Subscribed~~

Leapil, Publ.

and Subscribed
this 14th day of
1846
James Downey, P.

most diminutive plant is the
raspberry, which is so small that
ounce phial will hold the whe
branches, leaves, and fruit.

It is estimated that the quantit
tobacco consumed annually in
Britain, if worked into *pigtail* w
reach three times round the wor

Seventeen steam-frigates of 30
each, are in process of building i
gland, to be substituted in place o
eral heavy ships of the line, whic
to be laid up.

It is estimated that the pow
steam in Great Britain is equal t
labor of 170,000,000 of men; in a
ulation of only 28,000,000.

The population of Russia, accor
to the last census, is 62,500,000;
there is evidently less wealth
strength than in the United Stat

WHAT A COUNTRY!—Five hun
and fifteen millions of bushels of
are raised in the United States, be
eighty-one millions of pounds of
and five hundred and ten million
el of potatoes!

James Powers, was about to be
in Boston last Wednesday week,
crime punishable with death, wh
the surprise of all, the prosecution
withdrawn, the girl, (Hannah W
whom he had violated, having bee
his wife that morning, and thus by
was incapable of testifying against

CONGRESSIONAL NTEL
CENCER.

The proprietors of the *Nationa*
telligencer, in order to meet the w
of those whose circumstances or i
nation do not allow them to subs
even to a weekly Washington p

Before me a Justice of the Peace in and for the County of Lenawee and State of Ohio personally appeared Gustavus A. Capil and made solemn oath, that the notice hereto attached, was published for six consecutive weeks next after the 28th day of October AD 1845 in a News-paper called the "Eaglet" and that said News paper was, during that time printed in the County of Union, Ohio ~~this 14th day of April AD 1846 Sworn to and subscribed before me~~

G. A. Capil, Pub.

Sworn to and subscribed before me this 14th day of April AD 1846
James Powers J. P.

Chancery Case File

Case No. 1845-CH-0020

No. 45-CH-21

Union Common Pleas Court

Elizabeth Coolidge
Plaintiff,

against

Uriah Coolidge et al
Defendant.

OCT TERM. 1846

Decree for Plaintiff

Journal 3 Page 471

Record No. 4 Page 629

Ex. Doc. Page

Union Commonpleas

Elizabeth Coolidge
vs } Petition for
Dower
Ulrich Coolidge & wife
& Saunders Clothier
Coolidge & Charlotte
Coolidge

Filed Oct 29. 1849
Joh Cassidy Clk

Order for dower
appointed

Cost bill made
Record
Recorded
Copied

Commissioners $59

To the honorable the judges of the Court of Common Pleas within & for the County of Union now sitting. Elizabeth Coolidge of the County of Union represents that John Coolidge late of said County departed this life on or about the day of A D 1844 leaving your petitioner his Widow Uriah Coolidge Nancy C Saunders Mathew Coolidge & Charlotte Coolidge his heirs at Law & legal representatives that the said John Coolidge during Coverture with your petitioner was seized as an estate of inheritance of the following real estate situate in Union County aforesaid Land Survey Number 4818 in the name of John Cole containing one hundred acres also sixty four acres adjoining said one hundred acres shown mentioned & described as of Survey number 4267 for 362 acres in the name of Robert Kirr in both of which tracts of Land your petitioner is entitled to Dower and that your petitioner on or about the first day of August A D 1845 in a peaceable manner requested said Uriah Coolidge Nancy C Saunder Mathew Coolidge & Charlotte Coolidge to assign reasonable dower in said premises to your petitioner which they have hitherto wholly refused to do your petitioner therefore prays that said Uriah Coolidge Nancy C Saunders Mathew Coolidge & Charlotte Coolidge may be made defendants to this bill & be compelled to answer the same & that reasonable dower in said premises may be assigned to your petitioner & that she may have such other & further relief in the premises as equity & good conscience may require & your petitioner will ever

Connors Atty for petitioner

Issue a Subpoena returnable forthwith

Union Com. Pleas

Eliz. Cooledge

} Sub. Chy

Uriah Cooledge

et als -

Service —	$0.95
Copies —	50
Milege —	35
	$1,80

Wm McKinney
Sheriff

Filed Oct. 30th 1845
John Cassil clerk

Served Oct 30th 1845 by
Certified Copy on Nancy C Summers
Matthew Cooledge & Charlotte Cooledge
Uriah Cooledge not found

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Uriah Cooledge, Nancy C. Damders, Matthew Cooledge, & Charlotte Cooledge

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith ~~day of~~ ~~next ensuing~~, to answer a Petition in Chancery, exhibited against them by Elizabeth Cooledge

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 29. day of Oct. A. D, 1845

John Cassil — Clerk of Com. Pleas.

Min Com Plas

Eliz: Coolidge

~

Uriah Coolidge

Filed April 14. 1846
John Cassil Clk

Union Common pleas 1846

Elizabeth Coolidge
vs
Uriah Coolidge & others

Petition for Dower &c

Subpoena for Uriah Coolidge one of the Defendants named in the petition returnable forthwith

Cummins atty for petitioner

14th of Sept 1846

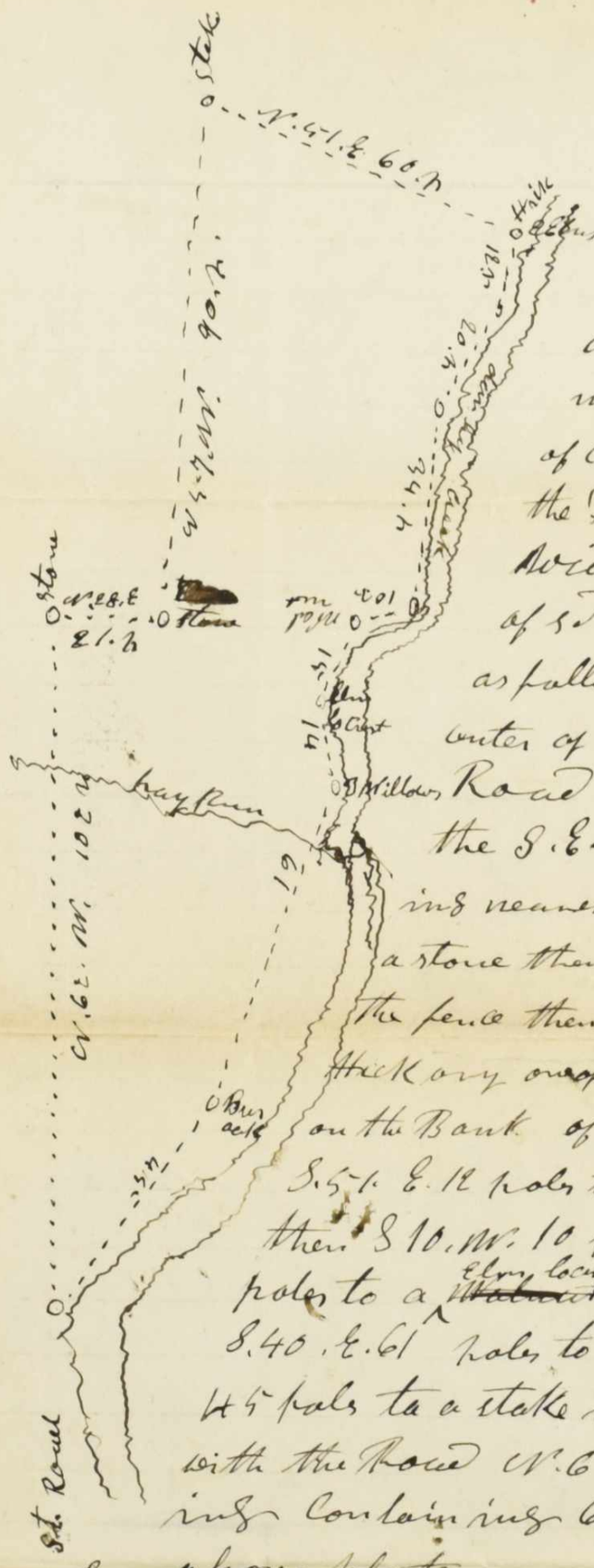
J Copell clk

Seen papers
Re part

Seen papers
Re part

October 10th 1846

Hereby certify that I proceeded under the direction of Daniel Burnham Andrew Keys & Wilson Reed commisioners appointed by the Court of Common pleas ohio to set of the Dower of Mrs Elizabeth Coaledge widow of Jabez Coaledge dead late of sd County and surveyed the same as follows beginning at a stone in the center of the Columbus & Belfountain State Road S.E. W. 3 pole & 13 links from the S.E. Corner of the Brick house standing nearest the Road then N. 28. E. 21 poles to a stone then N. 57. W. 90 poles to a stake at the fence then N 51. E. 60. poles to 2 Elms and a Hickory one of the original corners to the survey on the Bank of the creek then down the creek S S.51. E. 12 poles then S. 30. E. 20. poles then S 17. E 34 p then S 10. W. 10 poles to a Walnut then S 38. E 14 poles to a ~~Walnut~~ Elm Locust then S 74 E 14 poles S Willows S.40. E. 61 poles to a Bur oak then S. 24 ~~W~~ E 45 poles to a stake in the middle of the Road then with the Road N. 62. W. 102 poles to the beginning Containing 60. acres as will appear by the above plat.



William B Irwin City Surveyor W.C.O

fees $2.00

Union Com Pleas

Eliz Cooledge

—

Uriah Cooledge et al.

Service —	55
Milege —	50
Copy — —	10
	$1,15

Wm M Robinson
Sheriff

Filed April 15. 1846
Jas Carrill Clk

Served this writ by a certified copy of this writ by leaving a Dwel Daughter April 15th A D 1846

Wm M Robinson
Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Uriah Coolledge

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 him ~~by~~ others by Eliz: Coolledge.

and this he 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 14. day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

Elizabeth Coolidge
vs
Report &c
Alexander Coolidge & others

Filed October 14. 1846
John Cogswell Clerk

Commissioners
Report

We the under signed Commisioners appointed by the Court of Common pleas for the County of Union ohio to set of the Dower of Mrs Elizabeth Coaledge widow of John Coaledge deceased late of sd County would Respectfully Report that on the 10th day of octoben 1846 we Carefully after being sworn as the law directs examined the sd premises and after mature deliberation have set of 60 acres of sd farm to sd widow as her equal third part of sd farm bounded by meets and bounds as the plat made by William B Irwin surveyor will show giving her all the land lying between the South line of sd platt and the Creek all of which is respectfully submitted

Fees $3.00

Commissioners
Wilson Reed
David Beynham
Andrew Keyes

Union Common Pleas

Eliz. Coolidge
vs
Levi Coolidge et al

Service — $1,00
Mileage — 30
$1,30

Wm M Robinson
Sheriff

By the oaths of Andrew Keys ~~Jacob Freefield~~ David Burnham and Wilson Reed - three Judicious Disenterested Men of the vicinity, who are not of kin to ~~the within described~~ Either of the within named Elizabeth Coolidge as her dowery, so much of the Real Estate within described as is contained within the following Boundaries — — — Wm M Robinson Sheriff

Oct 10th 1846 —

The State of Ohio Union County, ss

I hereby 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

Elizabeth Coolidge vs Uriah Coolidge, S. Landers, Matthew Coolidge, and Charlotte Coolidge — Petition for Dower

This cause coming on to be heard on the Petition & exhibits on file and the Defendants having failed to plead answer or demur said Petition, is taken as confessed — Whereupon on motion of Cornine, attorney for the Petitioner it is ordered that she be endowed of One equal third part of the Lands in said Petition Described — and it is further ordered that a writ ~~of Partition~~ issue to the Sheriff of Union County Commanding him by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of said Parties he cause such Dower to be set off and assigned to the said Petitioner according to the statute in such case made & provided and that said Sheriff return his proceedings under said writ to the next term of this court untill which time this cause stands continued

Witness John Cassil, Clerk of said Court at the Court House in Marysville in said County this 1st day of September A. D. 1846

John Cassil, Clerk

Chancery Case File

Case No. 1845-CH-0022

Chancery Case File

Case No. 1845-CH-0023

No. 45-CH-23

Union Common Pleas Court.

Luther Wood, admr.
Plaintiff,

AGAINST

Elizabeth Cochran
Defendant.

JUL TERM, 1846

Sale of Land

Decree for pltf.

Journal 3 Page 485

Record No. 5 Page 147

Ex. Doc. Page

Mon Com Pleas

In the Wood
vs
Elizabeth Cochran
et als

Petition to
Sell Land

Filed Oct. 29. 1845
John Cassil Clk

Cost bill mad

Recorded

To the Honorable the Court of Com Pleas when in Session

Luther Wood Adm of James Cochran late of this County deceased would Respectfully represent to your Honors that he has proceeded so far in administering the personalty of said decedent as to ascertain that there will be a balance of some twelve hundred dollars debts due from said Estate over what can be paid out of the personal estate that can not be paid without a sale of Real Estate That the said James died seized in fee of the following Lands lying in this County and subject to be sold for the payment of Debts to wit Beginning at a stake North East Corner of Samuel Reeds heirs on Coe line thence S 43. 129 poles to two Burr oaks and two Elms thence S 36 W 60½ poles to a stake thence N. 85 W 164 poles to three Burr oaks thence N. 28½ E 99 poles to two Burr oaks thence N 54½ E 77 poles to the Beginning containing 109½ acres Survey 7822 Virginia Military Land

That Eliza Elizabeth Cochran widow is entitled to dower in the same That James Cochran, David Cochran Dixon Cochran & Sam Cochran are his heirs at law all of whom are Minors resident in this County and whom your Orator makes Defendants to join with the said widow. The prayer therefore is that the sale of the premises aforesaid or so much thereof as may be found necessary for the payment of of the debts unpaid and as in duty bound &c

Luther Wood adm

Issue Subs returnable forthwith

John Bower
J. Gabriel
D. Coe

We the subscribers having been first sworn proceeded to view the within described land and do appraise the same at thirteen dollars per acre amounting to fourteen hundred, twenty three dollars and fifty cts. And also to view and set off the widow's right of dower in said land and tenements assigning to her the orchard commencing at the east corner of the ~~east corn~~ field thence with the fence to the south side of the orchard thence across the orchard including the last row of apple trees to the spartle on fence between the orchard and middle field assigning to her the middle field and all included within a line running straight with the fence dividing the middle field and meadow to the former line of Coe together with the buildings and other improvements thereon

Given under our hand this 16th of April 1846

John Gabriel
Simeon Payne
Daniel Coe

Filed April 11th 1846
John Cassil, Clerk

Union Co Plea

Luther Wood

Eliz: Cochran

Order of assignment

of Dower &c

Filed April 17th 1846

John Cassil Clerk

Luther Wood Adm of
James Cochran decd
vs
Elizabeth Cochran et al

Petition to sell land.
This cause came on to be heard upon the Petition of the administrator and the answers of the Infants, defendants by their Guardian ad litem and exhibit. Whereupon the Court do find that the sale of the premises in the Petition described is necessary to enable the debts of the decedent to be paid and the Court do further find that Elizabeth Cochran is entitled to be endowed of one equal third part of said land and tenements And it is further ordered that John John Gabriel ~~John Parker~~ Sumner Payne & Daniel Coe being first duly sworn do upon actual view of the premises sett off and assign the said dower in the premises described in the Petition to the said Elizabeth Cochran and make return of such assignment together with a just valuation of said real estate subject to said dower.

I John Cassil Clerk of the Court of Common Pleas ~~at the~~ of the County of Union Certify the foregoing a correct copy of the Entry upon the Journal of said Court at the April Term 1846

John Cassil Clerk

Personally appeared before me the above appraisers and were duly sworn by me as such
April 15. 1846. John Cassil Clerk

Union Com Pleas

David Cochran
vs
dos
L Wood

Answer by quaere
to letter

Filed April 15. 1846
John Caniel clk

The Joint Answer of David Cochran Dixon Cochran and Jane Cochran infant defts to the petition of Arthwood admr of James Cochran dec'd

These defts by their Guardian ad litem now come and answering say, that that they know not as to the truth or falsehood of the allegations in the petition alleged and submit the case to the court for their finding and decree

J. M. Johnston
Guardian ad litem

Union Court Pleas

Luther Wood

—

Eliz: Cochran et al

Service	$1-15
Copies —	0.15
Mileage —	35
	$2.25

Filed Oct 30. 1840
John Cassil Clk

Served Oct 30th 1845 by Certified Copies of this writ to the within named defendants

Wm M. Robinson
Deputy

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Elizabeth Cochran James Cochran David Cochran Dixon Cochran & Jane Cochran

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ Forthwith ~~day of~~ ~~next ensuing~~, to answer a Petition in Chancery, exhibited against them by Luther Wood

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 29 day of Oct A. D, 1845

John Cassil Clerk of Com. Pleas.

of the appraised value thereof the being the highest & best bidder therefor.

July 28, 1864.

Lettice Wood
Administrator of J. Cochran Dec'd

Entd

Luther Wood, Admr.
of James Cochran, decd
&
Elizabeth Cochran & others

The Administrator, did on the
cause the real estate in the
to be sold on the 28th day
Argus", a newspaper printed
Union County, and did on
real estate to be so advertised
previously thereto, sell said real estate at public
auction to Samuel K. Reed for nine dollars & fifty
cents an acre, that sum being more than two-thirds of

ADMINISTRATOR'S SALE.

In pursuance of an order ofthe court of common pleas of Union county, State of Ohio, issued at the April term thereof A. D. 1046, I shall offer for sale at public outcry, to the highest bidder, at the door of the court house in the town of Marysville, in said county, on the 28sh day of July, A D 1846, between the hours of 10 o'clock A M and 2 o'clock P M, the following *Real Estate*, in said county, on the west side of Darby creek, beginning at a stake northeast corner to the lands of the heirs of Samuel Reed, dec'd., on D. Coe's line; thence south 43 degrees w 129 poles to 2 burr oaks and elms; thence south 36 degrees west, 60½ poles to a stake; thence north 85 degrees west, 164 poles to two burr oaks; thence north 54½ degrees east, 77 poles, to the beginning: containing 109½ acres—part of Survey No. 7822, V M Land, subject to the dower of the widow assigned. *Terms*—One third cesh in hand, and one third annually thereafter, until paid off—secured by mortgage on the deferred payments, with interest.

LUTHER WOOD.
Admr. of Jas. Cochran, dec'd.

June 24 (pr 2,50) ts

Contra,

By amount paid to State treasurer,
County orders redeemed,
School orders [illegible]

Lutha Ward, Admr.
of James Cochran, decd
&
Elizabeth Cochran & others

~~Chancery~~ Union Tus
~~In Chancery~~ Petition to sell.

In pursuance of the order of the Court in this cause made, the Administrator, did on the 24th day of June A. D. 1846 cause the real estate in the petition described to be advertised to be sold on the 28th day of July A. D. 1846, in "the Argus", a newspaper printed & of general circulation in Union County, and did on that day, having caused said real estate to be so advertised for more than thirty days previously thereto, sell said real estate at public auction to Samuel R. Reed for nine dollars & fifty cents an acre, that sum being more than two-thirds of

Union Court Pleas

S. Moss Admr &c

vs

Eliz Cochran

State of Ohio Union County ss.

I John Cassil Clerk of the Court of Common Pleas of Union County Certify the following entry to be correctly taken and Copied from the Journals of said Court viz

Luther Wood Admr of James Cochran decd
vs
Elizabeth Cochran etal

Petition to sell land
In this Case the administrator having produced the return of the assignment of dower to the said Elizabeth Cochran by metes and bounds and the apporaisment of the said land according to the Order of this Court of yesterday the Court do find the same Correct and do further Order the said Administrator to proceed to sell the said premises as upon Executions at law subject to the dower of the said Widow for one third Cash in hand one third to be paid in one year and the ballance in two year from sale with interest on the defered payments to be secured to the satisfaction of the administrator and Continued

Witness John Cassil Clerk of said Court at the Court House aforesaid this 23d day of June AD 1846.

John Cassil Clk

No. 45-CH-24

Union Common Pleas Court.

Elizabeth Miller
Plaintiff,

AGAINST

Wm W Woods
Defendant.

Oct 1846.
Wccrcu for pltf,

Dower.

Journal 3 Page 485

Record No. 5 Page 2

Ex. Doc. Page

Union Com Pleas

Elizabeth Miller

vs

Wm W Woods

Petition for Dower

Filed Oct 29. 1845

John Cassil

Clerk

Decree for dower

To the Honorable the Court of Com Pleas when in Session

Elizabeth Miller a resident of the County of Union Represents that in or about the year 1824. your petitioner was lawfully married to one Daniel Miller that she thereon became the wife of said Daniel and so continued to the death of the said Daniel Miller which occurd in the year 1831 that during the coventure of your petitioner with the said Daniel he was seized in fee of the following parcel of land (to wit) in Lot No 16. in the Town of Marysville with its improvements and that your petitioner never sold, forfeited, nor otherwise disposed of her right of dower in the same and that she is still entitled thereto."

Your petitioner further shews that Mr W Woods of this County is in possession of said lot and makes him Deft hereto and your petitioner prays an assignment of dower in the same by the order of this court and as in duty bound &c

B Wm C Lawrence
her Sol

Issue Sub Returnable forth with

Union Com^n Pleas

Eliz: Miller

—

W. W. Wood

Service	$0.35
Copy —	15
Mileage —	5
	$0,55

Filed Oct. 30th 1845
John Espillard

Served Oct 30th 1845 by certifying
Copy of this writ —
Wm. B. Robinson
Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon W. M. Woods.

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Forthwith ~~day of~~ ~~next ensuing,~~ to answer a Petition in Chancery, exhibited against him by Elizabeth Miller

and this he 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 29th day of Oct'

A. D, 1845

John Cassil Clerk of Com. Pleas.

W. W. Woods

adm'r answer

Elizabeth Miller

Filed June 16. 1846
John Cassil Clk

By PWB

William W Woods
ads
Elizabeth Miller

In Denver Com Pleas
Answer to petition for Dower.

The answer of William W Woods
to a petition for Dower exhibited against him by
Elizabeth Miller in said Court

— And the said deft. now comes
and for answer to said petition says that if ever
the petitioner was entitled to Dower in said Lot
No 16. (as described in her said petition) she has long
since forfeited all such right, by permitting said
Lot to be forfeited and sold for taxes. which forfeiture
and sale is evidenced by the Auditors Tax deed
herewith filed made part of this answer, & mark (A)
and for further proof reference can be had to the record
of taxes and tax sales in the auditors office
of this County. — And this deft further answering
says that it is true that he is in possession of said
premises. — but that the legal title thereto is in one John
P Woods — this deft. having made a deed to said J P Woods,
to secure him against liability for being bail for this
deft. — which is proved by a deed from this deft to
the said J P Woods herewith filed mark (B) And
this deft having thus fully answered prays to be
dismissed with his costs,

William W. Woods

By P B Cole his Sol.

Union Common Pleas

Elizabeth Miller

vs

W. W. Woods

Service - - - $1.00
Mileage - - - 5
$1,05

Wm M. Robinson
Sheriff

Filed Oct. 14th 1846
John Gaff Clerk

Cost Bill made
Accord
Recorded

By the aoths of C. See. Adam Walford & John Johnson three Indifferent disinterested men of the vicinity who are not of kin to either of the parties. ~~I have caused~~ ~~to be set off~~ after having been sworn as the Law requires in such case have made the following report Wm M Robinson Sheriff

Elizabeth Miller
vs
Wm W Woods

We the Commissioners Called upon by Wm M Robinson Sheriff of Union County Ohio to assign Dower to Elizabeth Miller Widow in the following real Estate, Situate and being in the County of Union and State of Ohio and in the Town of Marysville, to wit Ingot No 16 in said Town - after having been duly Sworn by said Sheriff and upon actual view, we are of opinion that said lands Cannot be divided without manifest injury to the Same, and therefore we do Estimate the said Widows Dower worth one Dollar & fifty cents per year - Given under our hands and Seals this 12th day of Sept A D 1846 -

John Johnson (Seal)
Cyprien Lee (Seal)
Adam Walford (Seal)

fees of Commissioners $3.00

The State of Ohio Union County ss.

I John Capsil Clerk of the Court of Common Pleas Union County Ohio, do hereby certify that the following entry is truly taken and correctly copied from the journal of said Court, to wit: July 20th 1846

Elizabeth Miller vs Wm N. Woods } Petition for Dower

This case is submitted to the Court upon the Bill and answer and exhibits and the Court do find on consideration that the equity of the case is with the complainant, and it is further ordered that the petitioner be endowed of one full equal third part of the land in the said petition described (except the House which it is suggested has been built since the petitioners right of Dower accrued) and it is further ordered that a writ issue to the sheriff of the County of Union, commanding him that by the oaths of three judicious disinterested men of the vicinity who are not of kin to either of said parties he cause such Dower to be set off and assigned to the said petitioner according to the statute in such case made and provided and continued —

In testimony whereof I have hereunto set my hand and the seal of said Court this first day of September A. D. 1846

John Capsil, Clerk

Chancery Case File

Case No. 1845-CH-0025

Box 13.

No. 45-CH-25

Union Common Pleas Court.

Eliza M Ewing
Plaintiff,

AGAINST

David Chapman et al
Defendant.

Partition

APR TERM 1846

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 3 Page 378

Record No. 4 Page 496

Ex. Doc. Page

Union Common Pleas

Elizabeth Ewing
vs Petition for
partition
Margaret Ewing Widow
& Dance Chapman & others
heirs & Legal representatives
of Joshua Ewing Dec'd.

Filed Oct. 30. 1845.
John Cassil Clk

Recorded.
Commonwealth Atty

Lucius Lawson may be named the Commissioner of the Court to allot Margaret Ewing a proper third or if the same cannot be done without manifest injury that then such other proceeding may be had as the premises or circumstances may require.

Commonwealth Atty for Petitioner

To the Honorable the judges of the Court of Common pleas within & for the County of Union your petitioner Elizabeth Ewing of said County represents unto your honors that she is one of the heirs & legal representatives of Joshua Ewing late of said County deceased & that the said Joshua Ewing died seized of the following lands & tenements lying in said County Land Seventy five acres taken out of Lucas Sullivants survey No. 3686 beginning at the upper Corner of 80 acres sold by Lucas Sullivant to Henry Sager on the upper side of Darby Creek thence with Sagers line north 37° West to the backline of the original survey thence with said line South 53° West to a Corner of James Ewings land thence with said Ewings line South 37° East to his lower Corner on the bank of Darby Creek thence down the Creek with the meanders thereof to the beginning also the whole of Survey No. 7209 Beginning at an Elm & two black-hawns on the lower side of Darby Creek upper Corner to Lucas Sullivants Survey No. 5258 thence South 110 poles passing a Cherry & Burr oak at 90 poles to three Burr oaks thence West 64 poles to a hickory & jack oak both saplings thence north 45 poles to three hackberries & a Burr oak on the bank of Darby Creek thence down the Creek with the meanders thereof to the beginning containing 35 acres

Your petitioner further represents that Daniel Chapman & Polly his Wife John W Allen & Harriet his Wife James Ewing Thomas M Ewing Selina Jane Ewing Arethusa Ewing George M Ewing Robert E Ewing & Lavina M Ewing heirs & legal representatives of Joshua G Ewing are tenants in common with your Petitioner in said Lands above described & that Margaret Ewing Widow of said Joshua Ewing deceased is entitled to Dower in the same your petitioner further represents that the heirs of said Joshua G Ewing above named are entitled to two fifths of said Land by virtue of a purchase of one fifth thereof made by the said Joshua G Ewing in his lifetime from George G Ewing one of the heirs & legal representatives of said Joshua Ewing deceased as aforesaid & your petitioner Daniel Chapman & Polly his Wife & John W Allen & Harriet his Wife to the remaining three fifths in equal proportions & your petitioner therefore prays that partition of

Union Cont Plea

C. M. Ewing

Margaret Ewing et al

Writ of Partition

Service — $1-00
Mileage — 0-50
$1,50

Fees paid Feb 8. 1846
John Carrt Clk
bad bill man

Recorded

December 13th A D 1845 — personally appeared bef
ore me Wm M Robinson Sheriff of Union County the
within named David Gill Jessee Gill & James A
Curry and made solemn oath to discharge the du
ties of Commissioners in partition of the within described
real Estate Impartially according to Law and the
best of there abilities — Wm M Robinson sheriff

I have Executed the Command of the within
writ by the oaths of David Gill Jessee Gill
& James A Curry — The report of the within na
med Commissioners is here to annexed as part of
my return

Wm M Robinson Sheriff of
Union County

State of Ohio Union County s.s.

To The Sheriff of said County Greeting

Eliza M. Ewing

Margaret Ewing, Widow, David Chapma J. Polly his wife J. W. Allen, J. Harriet his wife James. J. Ewing, Thomas M. Ewing. Selina J. Ewing Cretus K. Ewing, Geo. M. Ewing Robert C. Ewing Edward. M. Ewing heirs and legal representatives of Joshua Ewing deceased,

Petition for. Partition

This Cause Came on to be heard on the Petition and Answer of the Defendants and the Court being fully advised in the Premises do order that by the Oaths of David Gill James A Curry and Jessee Gill one full equal third part of the lands, in said Petition described, be assigned and set off, to the said Margaret Ewing as her Dower Estate and that by the like oaths of the same, David Gill James A Curry & Jessee Gill Partition be made of said lands, subject to said Dower estate in the following proportions to wit to the said Eliza M Ewing to the said David Chapman J. Polly his wife one equal 5th part one equal fifth part, to the said Joh W. Allen and Harriet his wife one equal fifth part and to the said James J. Ewing Thomas M. Ewing Selina Jane Ewing Cretus K. Ewing Geo. M. Ewing Robert C. Ewing. & Edward M. Ewing the remaining two fifths And it is further ordered, that 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 returnable to the next Ter of this Court to which time this Cause is Continued

I. Joh Cassil Clerk of said Court Certify the foregoing to be correctly taken and Copied from the Journals thereof at their Oct. Ter 1845. This 25th day of November AD 1845

John Cassil Clerk.

To the Court of Com. Pleas Union Co.

Agreeably to the order of Court, we the undersigned have made partition of the estate of Joshua Ewing as follows. By consent of Margaret Ewing Widow, & heirs, the said heirs are to pay Margaret Ewing for her dower twenty five dollars yearly, during her life time, it being the interest on one third the valuation of all the lands.

To Eliza M. Ewing, and John W. Allen & Harriet his wife, we assign all the lands lying on the South side of Darby Creek, and twelve acres on the North side; beginning at a Bur Oak in the back line of the original Survey Corner to the Heirs of Henry Sagar's 80 acre lot, Thence with Sagar's line S. 37 E. to the orchard fence: Thence S. 53 W. so far that a line N. 37 W. to said original back line will include twelve acres. Thence with said line to the beginning.

To David Chapman & Polly his wife Eighteen acres. beginning at the lower corner on the Creek to James Ewing's 75 acre lot: Thence with his line N. 37 W. to the back corner of his 75 acre lot, which is in the back line of the original Survey; Thence with said back line N. 53 E. so far that a line S. 37 E. or parallel with the first mentioned line will include 18 acres

To James S. Ewing, Thos M. Ewing, Selina J. Ewing Arctus R. Ewing, Geo. M. Ewing, Robt. G. Ewing Edward M. Ewing, heirs of Joshua G. Ewing deceased, we assign the balance of the land belonging to the Estate, supposed to be forty five acres

David T. Gill.

James S. Ewing Polly Chapman

Jesse Gill David Gill

December 25. 1845

Appraisers fee $1 each

Union Common Pleas

C. M. Irwin

vs

Margaret Irwin et al

Report of Commissioners

Filed Jan 28. 1846

John Cassil Clk

Filed Com. Pleas

Hum Co.

Ohio

Ulman Carmichael

James S. Irving & others
by their Guardian ad litem
Edward Lawson
Edgar ell Irving

Filed Oct 30. 1845
John Cassil CM

Union Commonpleas 1845

James & Ewing Thomas & Ewing
Selina Jane Ewing Eustis R Ewing
George W Ewing Robert E Ewing
& Edward W Ewing by Thomas W Ewing
~~Chapin~~ their Guardian ad Litem

ads

Eliza W Ewing } Appearance & answer

And the said James & Ewing Thomas & Ewing Selina Jane Ewing Eustis R Ewing George W Ewing Robert E Ewing & Edward W Ewing by their Guardian ad Litem Thomas W Ewing ~~[illegible]~~ come & waive the issuing & service of process & enter their appearance to this cause & for answer say that they cannot gainsay the facts contained in said petition but admit the same to be true & consent & request that the prayer of said petition be granted

Thos W Ewing
Guardian ad Litem

February 3d 1846

received of John H. Allen two dollars for services as Commissioners to make partition of the estate o of Joshua Ewing Deceased Jesse Gill

James A Curry
witness

Union Commonpleas

v.

William
~~James~~ Allen &
Harriet his Wife
and Brewer &c
Elizabeth Ewing

Filed Oct 30. 1845.
John Cassil Clk

Ulricam Cancellarium pleas 1845

~~John~~ J. Williams Allen & Harriet Allen
his Wife

vs

Appearance & answer

Eliza A. Ewing

Came the said ~~John~~ W. Allen & Harriet his Wife in their own proper persons & appear & waive the issuing & service of process & enter their appearance to this cause and for answer say that they cannot gainsay the facts stated in said petition but admit the same to be true & hereby consent & agree that the prayer of said petition be granted

Williams Allen
Harriet A. Allen

Ursan Cameron & Co

vs

David Chapman & Wife

ad Answer

Elizabeth Irving

Filed Oct. 30. 1845

John Cassil Clk

Union Common Pleas 1845

David Chapman & Polly his Wife

vs

Appearance & answer

Elizabeth Irving

And the said David Chapman & Polly his Wife in their own proper person appear & claim the privilege of Praecipe & enter their appearance to this suit & for answer say that they cannot gainsay the facts contained in said petition but admit the same to be true & correct & request that the prayer of said petition may be granted &c

David Chapman & wife

Chancery Case File

Case No. 1845-CH-0026

No. 45-CH-26

Union Common Pleas Court.

John F. Sabin admr.
Plaintiff,

AGAINST

Mary Sabin,
Defendant.

JUL TERM. 1846

To Complete Contract

Decree for Deft.

Journal 3 Page 422

Record No. 5 Page 144

Ex. Doc. Page

In Union Com. Pleas

John F. Sabin Admr
of Asbury Sabin dec'd
vs
Mary Sabin

Bill in Chancery
Recorded
Filed Oct 30. 1845.
John Cassil Clk

Granted leave to
be appointed Guardian
Mrs Cole admr. Gu-
ardian ad litem, ac-
cordingly

Cost bill made

Allison & Lowry

Copied .90

Clerk will issue a subpoena to Mary Sabin returnable forthwith.
Oct 30th 1845
Allison & Lowry Solrs

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

Your petitioner John F. Labin administrator of Asbury Labin deceased, states to the Court, that on the 1st day of April 1839 the said Asbury Labin deceased executed his penal bond to one Joseph Kreamer conditioned to make him a deed for a certain tract of land lying and being in the County of Union and State of Ohio, and described as follows, Beginning at the North west corner of ~~Beguine~~ Deland's south west lot, - thence S. 32. W. 160 poles to a bur oak - thence S. 58. E. 30 poles to a stake in the prairie, - thence S. 32 W. 78 poles to a stake - thence N. 26. W. 76 poles to a bur oak - thence N. 53. E. 60 poles to 2 large bur oaks. - thence N. 30. E. 59 poles to a stake, thence N. 12° 15", W. 60 poles to a stake, - thence N. 33 W. 7 poles to a stake in the port road, thence N. 78. E. 40 poles, to the begining containing 43 acres and 4 poles more or less, being a part of Survey No. 7393. For this tract of land the said Kreamer bonded himself to pay to said Labin deceased, his heirs &c, One hundred and twenty nine dollars, in hand, which payment was acknowledged, - One hundred and twenty nine dollars on the 1st day of April 1840. - One ~~thousand~~ hundred and twenty nine dollars on the 1st day of April 1841, most of which has since been paid.

Your petitioner further represents, that on the 1st day of April 1839, the said Asbury Labin, deceased, executed his

penal bond to one Solon Harrington, con-
-ditioned to make him a deed for a certain
tract of land, on or before the 1st day of
April 1841, lying in the county of Union
Ohio, and bounded as follows, viz, Begin
-ing at a bur oak at the corners of Donah
Harrington and Benjamin Tinkem's land,
- thence S. 26. E. 76 poles to a stake - thence
S. 32. W. 23 poles to a stake, - thence S. 58. W.
67 poles, to a bur oak & hickory, in the line
of Donah Harrington - thence N. 15. E. 33
poles to 3 bur oaks, - thence N. 53. E. 34 poles
to the begining. being part of Survey No. 7393.
containing twenty acres of land. For this
last tract of land the said Solon Harring
-ton bound himself, to pay to said Asbury
Sabin decd, his heirs &c, sixty dollars in
hand, the receipt of which was acknowledged
x by said Sabin decd, - on the 1st day of Nov-
-ember 1839 sixty dollars, and on the 1st day
of November 1840 sixty dollars - most of
which has since been paid.

Your petitioners further allege that the
above tracts of land are all situate in
the County of Union and within the juris
-diction of this Court, and that the purchasers
took possession of the lands severally purchased
by them, and that they now hold the same, or
their assigns, - That the said Asbury Sabin
departed this life without having made any
deeds of conveyance to the purchasers, of the
several tracts of land so sold by him as aforesaid.
That the said purchasers are ready to pay for the
lands purchased by them as aforesaid, and thereby

entitle themselves to a conveyance for the same. Your petitioner further states, that the said Asbury Sabin departed this life about the month of April 1842 leaving 2 infant children and heirs, to wit. Homer Sabin, then about nine years of age, and Mary Sabin now about nine years of age. That the said Homer has since departed this life, leaving the said Mary Sabin the sole heir to said estate of their Father Asbury Sabin decd. That the said Mary resides in Union County, whom your petitioner makes defendant to this Bill.

Your petitioner further states, that as the administrator of the said Asbury Sabin deceased, he is desirous of completing the contracts for and on behalf of his said infant heir, and of vesting her title in the aforesaid purchasers or their assigns. Your petitioner therefore prays the Court that upon the hearing of the matters herein mentioned to make an order authorizing and empowering him as the administrator of said Sabin, to complete said contracts, by conveying the lands aforesaid, to the said purchasers or to such persons as are entitled to receive deeds of conveyance and that there may be such further action of the Court and proceedings in the premises as the nature of case requires. Your petitioner states that he was appointed administrator on said estate by this Court, and bring in his letters of administration

By Allison & Conroy
His Solors

Union Court Pleas

L. F. Babin

~

Mary Babin

Service —	$0 35
Copy —	15
Milege —	25
	$0,75

Filed Oct. 30th 1845
John Capril, Clerk

Served Oct 30th 1845 - by certifying Copy of this writ
Wm McPherson
Sheriff

C. 12

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Mary Sabin

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 her by Joh F Sabin admr of Asbury Sabin decd

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 30 day of Oct A. D, 1845

John Cassil Clerk of Com. Pleas.

Union Common Pleas

John F. Sabin Adm.
of the estate of A. Sabin
Decd.

vs

Mary Sabin

Service - - $0 35
Mileage - - - 50
Copy - - - - 20
$1,05

Wm M Robinson
Sheriff

Filed July 27. 1846
John Caul Clk

Served this writ July 25th 1846 by delivering a certified copy of this writ to the defendant —

Wm M Robinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Mary Sabin

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 her by John D. Sabin Admr. of the estate of Asbury Sabin decd. praying the Court to authorize the said administrator to complete certain contracts for the sale of real estate (entered into by the said Asbury Sabin in his lifetime with sundry persons all which is more particularly described in said Bill) by conveying the interest of the said Mary Sabin in and to said real estate to said purchasers 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 17th day of July A. D, 1846

John Cassil Clerk of Com. Pleas.

This 1st day of April in the year of our Lord one thousand eight hundred and thirty nine

Asbury Latin Seal

Solon Herring Seal

Dr. A. Harrington
Title Bond

April the 1st 1839

an Article of agreement made and concluded this 1st day of April A D 1839 between Asbury Sabin of the County of Union and State of Ohio of the one part. and Solon Harrington of the same place of the other part. The said Asbury Sabin for the conditions hereinafter mentioned doth for himself his heirs executors and Administrators covenant and agree to and with the said Solon Harrington his heirs and assigns by these presents that he the said Asbury Sabin shall and will on or before the 1st day of April 1841 at the proper cost and charges of the said Asbury Sabin his heirs and assigns by good and lawful deed well and sufficiently grant convey and release unto the said Solon Harrington his heirs and assigns in fee simple clear of all incumberence all that tract or parcel of land bounded as follows Viz Beginning at a Bur oak at the corners of Jonah Harrington and Benjamin Jenkins land thence S. 26. E 76 poles to a Stake thence S. 32. W 23 poles to a Stake thence S 68 W 67 poles to a Burroak and Hickory in the line of Jonah Harrington thence N 15 E 33 poles to 3 Burroaks thence N 63 E 34 poles to the beginning being part of Survey No 7393 Containing twenty acres of land in consideration whereof the said Solon Harrington for himself his heirs executors and Administrators doth covenant promise and agree to and with the said Asbury Sabin his heirs and assigns Viz Sixty Dollars in hand the receipt hereof is acknowledged on the 1st day of ~~April~~ November 1839. Sixty dollars on the 1st day of ~~April~~ November 1840 Sixty Dollars

In testimony whereof the said parties have hereunto set their hands and seals

or his heirs or assigns a good and General Warrantee deed of the above tract of land. In testimony whereof I have hereunto set my hand and seal the day and year above Written

Asbury Sabin (Seal)

Delivered in the presents of
Lawrence Sarpenning

I Sign all my right title claim interest and demand to the within Article to David Holycross

Joseph Kreamer

Holycross Bond
43 Acres Land

David Holycross
Title Bond

April the 1st 1839

an Article of agreement made this 1st day of April 1839 between Asbury Sabin of the first part. and Joseph Kreamer of the second part both of the State of Ohio as follows the Said Asbury Sabin hath this day Sold unto the said Joseph Kreamer the following tract of Land Discribed as follows Beginning at the North West corner of Squire Pelands south west lot thence S 32 W 160 poles ~~thence~~ to a Buroak thence S 58 E 30 poles to a Stake in the prairie thence S 32 W 78 poles to a Stake thence N 26 W 76 poles to a Buroak thence N 53 E 60 poles to two large Buroaks thence N 30 E 59 poles to a Stake thence ~~N 30 W~~ N 12° 15' W 60 poles to a Stake thence N 33 W 7 poles to a Stake in the post road thence N 78 E 48 poles to the ~~North West corner of Squire Deland South lot~~ Beginning containing forty three acres and four poles be the Same more or less Being a part of Survey No 7393 In consideration whereof the said Joseph Kreamer for himself his heirs executors and administrators doth covenant and agree to and with the Said Asbury Sabin his heirs and assigns viz 1st one hundred and twenty nine dollars in hand the receipt thereof is herby acknowledged 2nd on the first day of April ~~1840~~ 1840 one hundred and twentynine dollars 3rd on the first day of April 1841 one hundred and twenty nine dollars ~~Now~~ know ye therefor that if the said Joseph Kreamer shall well and truly pay or cause to be paid to the affore said Asbury Sabin or his heirs or administrators the above Bills with the interest and taxes added thereto Then I Asbury Sabin party of the first part doth hereby bind myself my heirs executors and administrators to make the said Joseph Kreamer

John F. Sabin
vs.
Mary Sabin

Answer of
Guardian ad litem

Filed July 28. 1846
John Cassil Clk

The Answer of Mary Sabin, infant Defendant to the petition of John F. Sabin Administrator of the estate of Asbury Sabin deceased, by P. Bleale her Guardian ad litem.

And the said Mary Sabin, by P. Bleale her Guardian ad litem, now comes and for answer to the said petition of the said John F. Sabin Administrator of the estate of Asbury Sabin deceased, says that further than appears from the papers on file in this cause she knows nothing of the matters and things set forth in said petition.

By P. Bleale Guardian
Ad. litem

No. 45-CH-27

Union Common Pleas Court.

P. B. Cole

Plaintiff,

AGAINST

W. S. Gibson

Defendant.

AUG. TERM, 1847

Judgment VS Plaintiff

Journal 4 Page 50

Record No. 5 Page 128

Ex. Doc. Page

P. B. Cole

vs } Bill in Chy.

W. L. Gibson et al

Contains under advisement

Filed Oct. 30th 1845
John Cassil Clerk

Recorded

Entries

Bill dismissed without prejudice
Notice of abatement
by Court L. Aug. T. 1847
Cost Bill made
Record

The Clerk will issue subpoenas against the defendants in this bill returnable to Oct. 30 1846

P. B. Cole pro Pltff

William L. Gibson
Charles S. Lee
William M. Hank } defts

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

Humbly complaining Sheweth unto your honors your orator Philander B Cole, that Stephen McLain on the 6th day of April AD 1840 recovered a judgement against one Alexander Gibson on the docket of William Rechey a Justice of the peace in and for the County aforesaid, for the sum of Eighty nine dollars & sixty eight cents as shown by a transcript thereof herewith filed marked (A) and made part of this bill - And your orator further shows that said judgement is now in his possession he having purchased the interest of the said Stephen McLain to the same, - your orator further represents that the said Alexander Gibson ~~sum~~ afterwards sometime in the Spring of the year 1842, departed this life having the above judgement unpaid except fourteen dollars which was paid and credited on the same, your orator further represents that one William L Gibson was appointed a Administrator of the Estate of said Alexander Gibson, by your honorable Court at the April Term AD 1842, and gave bond for the discharge of the duties of said Appointment conditioned according to law with Lyman Lee & Wm H Lank his sureties in the penal sum of Two hundred dollars ~~[illegible]~~ which bond is herewith filed and marked (B), your orator further represents that he presented the above claim to the said Administrator for payment in the December AD 1843, & the said Admr. then endorsed on the same his allowance of the same as a just and valid claim against the said Estate, ~~but failed~~ for the sum of $92.26 cts principal & interest - But failed and still fails and neglects to pay said Claim or any part thereof all of which now remains due & unpaid. - Your orator here charges that the said William L Gibson has failed to fulfil the conditions of his said Administration bond, as he is informed and verrily believes, to wit. 1st That said Administrator failed

to make and return on oath a true inventory of the personal estate of said deceased, as by law he was bound to do.

2d The said Administrator has failed and neglected to administer according to law the moneys goods right & credits of said deceased, but has fraudulently converted the property of said Estate to his own use

3dly Said Administrator has failed to render on oath a true account of his Administration within 18 months from his appointment, — your orator further represents that the said Alexander Gibson ~~[illegible]~~ from the time of the rendition of said judgement against him to the time of his death was involved in a considerable amount of indebtedness, — and your orator is informed and verily believes that the said William S Gibson (who was his son and resided with the said Alexander) ~~[illegible]~~ fraudulently claimed ownership to a large amount of the said Alexander's personal property, for the purpose of preventing the creditors of the said Alexander from collecting their claims — which property consisted of a wagon ~~[illegible]~~ a number of horses creatures & other personal property, your orator charges that said property remained in the possession & use of the said Alexander Gibson down to the time of his death, and that since his death the said William S Gibson has fraudulently retained the same as his own property & failed to make any return of the same in his inventory of said Estate, fraudulently claiming as your orator is informed that he had paid debts for the said Alexander in his life time in payment for said property

The prayer of this petition is that the said William S Gibson Administrator as aforesaid & his said sureties may be made defendants hereto. — and that the said William S Gibson answer upon his corporal oath the matters and things set forth in this bill.

And that he answer particularly the number of horses creatures wagons & amount other personal property in the possession of the

said Alexander Gibson at the time of his death, the same that was claimed by the said William S Gibson & others of the Children of the deceased. — 2dly that he answer & say what has become of this property & how it was disposed of & to whom.
3dly that he answer ~~who~~ how he paid the said Alexander Gibson for the horses & wagon & c claimed by him as aforesaid ~~whether~~
4th what debts he paid for his said father the persons to whom they were paid with the amounts & how they were paid whether with money or work & labor and if paid by labor what amount of the same was ~~and~~ performed by the said Alexander & his son John together with said Horses & wagon. ——

And that the said William S Gibson specifically answer every allegation charged in this bill ——— And that upon the final hearing of this Cause the said William S. Gibson and his sureties may be decreed to pay your orator the full amount of his said claim with interest & costs & that your orator may have such other & further relief in the premises as equity and good conscience may require & your orator as in duty bound will ever pray &c

P. B. Cale

Personally appeared P B Cale in open Court & made oath that all the matters & things set forth in above bill are true in substance & in fact as he verily believes & further saith not

P. B. Cale

Oct 30 1845 —

Sworn to & subs cribed in open Court Oct. 30th 1845 John Cafsil, Clerk

William L. Gibson
ads
P. B. Cole

Answer

Filed Decr. 30. 1845
Jno Cassil Clk

Allison & Curry
Solicitors.

The Separate Answer of William S. Gibson Defendant to the Bill of Complaint of Philander B. Cole exhibited against himself and others, in Union County Common Pleas.

This Defendant now comes and for answer to the Complainant's said Bill, or to so much thereof as he is advised it is in any wise material or necessary for him to answer unto, says That the recovery of the judgment against Alexander Gibson deceased by said Stephen McLain — The death of the said Alexander — The taking out letters of administration on said Estate by this defendant — and the presentation to, and allowance of said Claim by this Defendant as a valid claim against said estate, are true as alleged in said Bill. But the purchase of said judgment by said Complainant, as stated and sworn to in said Bill is a matter of news to this Defendant, who (ever since said Claim came into the hands of said Complainant) has always understood that it was placed in the Complainants hands as an attorney (for Collection) by the Creditors of said McLain to whom he had previously assigned it; and this Defendant still believes that said Claim is owned by another or other persons, and not by said Complainant. —— And this Defendant, further answering says that the charges as to the failure to make and return a true inventory of the personal estate of said deceased, and the fraudulently converting the property of said estate to this Defendants own use, as stated in the first and second specifications in said Bill are untrue, — That in reference to the personal property which said Complainant in said Bill falsely charges that this Defendant

fraudulently claimed ownership to, and about which he asks for a disclosure, the facts are as follows:— On or about the 3rd day of April 1840 the said deceased executed in good faith to One Alexander Pollock a bill of sale for an old four-horse-wagon, a roan mare, and a large sorrel horse, to be his (said Pollock's) and for him forever, unless the said Alexander Gibson deceased should pay or cause to be paid to the County of Union a certain note of hand, originally for one hundred dollars of borrowed money, in such manner as to keep said Pollock free and clear from the payment of all principal, interest, and costs arising therefrom,— That said Pollock took possession of said horses and wagon, but afterwards loaned them to the said Alexander Gibson deceased,— That in February 1841 the said sorrel horse was, by consent of said parties, exchanged for a young grey horse,— That said Pollock used said property (while in the possession of said deceased as aforesaid) as his own property, whenever he had occasion to do so;— That in addition to said claim growing out of said deceased's indebtedness to said Union County, the said Pollock had a claim against said deceased for a small amount, on book account; and said deceased agreed with this Defendant, who was then of full age, that if this Defendant would pay the said claims he (this Deft.) should have said horses and wagon.— And this Defendant, further answering, says that he did pay to the said Pollock, honestly and fairly, the said claims, in work and labor, to the amount of

about one Hundred and fifteen, or One Hundred and twenty Dollars — The exact amount he has forgotten — in consideration whereof the said Pollock paid the said claim to said Union County, and assigned the said Bill of sale to this Defendant. —— And this defendant, further answering, says that neither the said deceased nor the said John his son performed any of said work and labor for said Pollock but what this defendant fully and fairly paid them for; — That said horses and waggon were used by this Defendant in the performance of but a small part of said labor, and then by the consent and leave of the said Pollock, who expressly refused to give up possession or control of said property to this defendant until after the full performance of said labor by him in payment as aforesaid; — and said horses and wagon at a fair valuation were not worth more than the amount paid for them by this Defendant, to wit: making rails for and fencing eighty five acres of land. —— And this Defendant further answering says that there was one horse in the possession of the deceased or his family at the time of his death, viz: a sorrel horse which had been given by the deceased (before the rendition of said judgment and when said horse was a sucking colt,) to his daughter Mary Ann, who was of age at the time of said gift. This Defendant believes said gift was a bona fide one and made by said deceased when he considered himself able to discharge all his debts fully and fairly, — That said horse thereafter, and

up to the time of the Death of the said Alexander was considered and treated by said deceased, this Defendant and all the rest of said family as the property of the said Mary Ann; this Defendant further states that the true situation of said property given to said Mary Ann, and also of the said horses and Wagon bought by this Defendant, was made known to the appraisers of the personal property of said estate (said Pollock being one of them) who after fully investigating the matter came to the conclusion that they had nothing to do with the same, and did not, therefore, appraise the same as part of the said estate. — There was no other property than the above in the possession of the deceased at his death and claimed by any of his Children, but what was included in the inventory of said estate. — And this Defendant further answering says that the inventory and appraisement of the personalty of said estate amounted to One Hundred and Thirty Three Dollars and eighty and one half Cents, a part of which the widow was entitled by law to keep without being appraised. The said appraisers also made an allowance to said Widow of One Hundred and fifty dollars, for the support of herself and minor Children for one year. The entire property of said estate therefore, all of which said widow took ~~and~~ kept was not sufficient to pay her year's allowance, by the sum of $16.20 to say nothing about a large amount of the same being hers of right without an appraisement. This Defendant also states that the funeral expenses and

Costs of administration amounted to the sum of $22,86 most of which this Defendant has paid out of his own pocket and means, and for the remainder he has made himself personally responsible. And this Defendant further states that no funds or other assets came to his hands as administrator subject either to distribution among the general creditors (who held claims against said estate a little over $100 in amount) or to pay the arrearage to said widow upon her allowance, or to pay said funeral expenses and costs of administration; and the facts as to the deficiency of funds and assets were reported to the Court at their October Term A. D. 1844 by this Defendant in his account current for settlement filed at said Term.

And having thus fully answered he prays to be hence dismissed with his costs, &c.

By Allison & Curry
his Solicitors

W. L. Gilson

The State of Ohio.
Union County SS,

I William L. Gibson make solemn oath that all the several matters and things stated in the foregoing answer as from the information of others I believe to be true, and all the several other matters and things therein stated are true in substance and in fact.

W. L. Gilson

Sworn to and subscribed before me this 30th day of December A. D. 1845.

James B. Wilkinson J. P. (Seal)

J L Wilson

Assignee's

Certificate

Filed April 7th 1846

John Cassil, Clerk

Marysville, Union Co. O. December 17, 1842.

This is to certify that I, James E. Wilson, Assignee of Stephen M'Lain, Petitioner in Bankruptcy of said county, this day sold to P. B. Cole the following property, formerly owned by said M'Lain, as described in his Schedule "B", which said property was sold by me ~~of~~ in pursuance of law and the Rules of the U. S. District Court for the District of Ohio, to wit:

"The petitioner, on the 23d day of October, 1838, gave into the hands of P. B. Wilcox, Attorney, of Columbus, Ohio, the sum of $687.48, in notes of hand as collateral security upon a debt owing from the petitioner to Gideon Frost and company, to the amount of $512.25. A small part of said notes the said Wilcox afterwards returned to the petitioner, and at the same time gave the remainder into the hands of P. B. Cole, Attorney, of Marysville, Ohio – The petitioner, on the 25th day of March, 1840, gave additional notes into the hands of said Cole, making the whole amount in his hands $770.11. These were all left in said Cole's hands as collateral security on said debt owing by me to said Frost and company – and I am unable to describe them."

Witness my hand the day and year aforesaid.

James E. Wilson,
Assignee of Stephen M'Lain.

Min Com Plea

P. B. Cole

—

Mr L. Gibson

C. Seed

W. H Frank

Service —	$0 75
Copies —	45
Mileage —	75
	$1 95

Filed Oct. 31st 1875
John Capoil, clerk

Served this writ by a certified copy of this writ to each of the defendants — — — Oct 30th 1875
W. C. Martin Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Mr S. Gibson by power See & Mr A. Frank

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the~~ For Uworth ~~day of~~ ~~next ensuing,~~ to answer a Bill in Chancery, exhibited against them by P B Cole

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 Oct A. D, 1845

John Cassil Clerk of Com. Pleas.

This Claim for $75.68 principal & $16.58 int.
in all $92.26. present Due 1843. is allowed
by me as a valid Claim against the
Estate of Alexander Gibson dec'd

W. L. Gibson
Administrator

M Lani
US
Transcript
A Gibson

Filed Oct. 30th 1845
Wm Byrd Clerk

State of Ohio Union County April 6th 1840

Stephen McLain
v s
Alexander Gibson
Debt $89.68
Judgement 00.12½
Satisfaction 01.10

This Transcript 01.31

In this case the defendent Confessed Judgement in favor of the plaintif for the amount of a duebill of which the following is a Copy Viz ($86.94)
one day after date for value Received I promis to pay Stephen McLain or order Eighty Six dollars and Ninety four cents Witness my hand September 1st 1839
his
Alexander Gibson
mark

There is a credit on the Duebill of $5.12½ Sept 26th 1839
Whereupon Interest was Calculated and Judgement Rendered for the amount of Eighty Nine Dollars and Sixty Eight cents together with the costs of Suit

Received by Receipt From the plaintif $14.00 November 8th 1841

State of Ohio } I William Richey a former Justice
Union County ss } of the peace in and for the Township of Dover in the County and State aforesaid do hereby certify that the above is a correct Transcript in Substance of the proceedings had before me in the above case
Given under my hand this 12th day of April AD 1843
William Richey
Former Justice of the Peace

P V Bloole

Pl { Rep in Chy

vs

W J Gibson et al

Filed April 7th 1896
John Capsil Clerk

P B Beale
vs
Wm L Gibson et al.

In Chancery

And the said P. B. Beale comes and says that the matters and things in his said Bill of Complaint are true in substance and in matters of fact, and that the matters and things set forth in the answer of the said Wm L Gibson, contrary thereto are untrue and this he is ready to make appear as by this Court shall be directed

P. B. Beale Complainant
in Pro. per.

S. B. Cole
vs
Depositions
Wm Wells et al

Clerk's Court Com Pleas
Marion County
Ohio

Filed July 25. 1846
John Cassil Clk

Fees
J. P. Swing Subs 12½
" Swearing Witt 4
" Deposition Wm Wells 152½ 168½
Court Serving Sub. .15
A. Pollock witness .50

P B Cole

vs

Wm L Gibson et al } Union Common Pleas
In Chancery

Depositions will be taken in this case by the plaintiff at the office of James M Wilkinson Esq in Marysville town of Marysville County of Union and State of Ohio on the 25th day of July Inst. between six o clock A M and nine o clock P M

Dated July 22d 1846

P. B. Cole

Served on me
July 22d 1846
Allison & Curry
Attys for Deft.

Deposition of witnesses taken in a cause pending in the Court of Common Pleas of Union County and State of Ohio in Chancery wherein Philander B. Cole is Plaintiff and William L. Gibson and others are defendants, and for said Plaintiff in pursu=ance of the notice hereto attached, and at the time and place therein mentioned. Present P. B. Cole Esqr in person and C. H. B. Allison Esqr attorney for Defendants.

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

question by Complainant, Please to state when you received a bill of sale of Alexander Gibson deceased for certain horses and wagon,- And why you took said bill, if it was not to secure yourself from liability as bail for said Alexander Gibson because you considered him insolvent,

Answer; as to the time I took the bill of Sale I do not now remember but it was to secure myself where I was bail for Said Alex. Gibson as I did consider him insolvent

2 question by same- Please to state if the said Alexander Gibson retained possession of said property,- untill ~~he paid~~ ~~for~~ untill you were otherwise secured by payment to you and please to further say, ~~in~~ job of making the rails and fencing what the ~~clearing~~ your land was worth, same that was done in payment of said debt.

2 Answer. the Said A. Gibson had the property in his possession part of the time and I had it part of the time; as to what the makeing and putting up of the rails was worth I gave William L. Gibson one dollar per hundred for makeing and laying up the rails and one dollar & 25 cts. per hundre for the ground logs there was about 8 or 9 thousand rails in the fence

{The defendant here demanded the production of the bill of sale}

3d Question by same, When did you assign said bill of sale to the said W.L. Gibson, and was it not done with the consent of the said Alexander Gibson

Answer; I do not remember what time I did assign the bill of sale to Wm L. Gibson but it was after the fence was built, and as to the old mans consent I believe he was satisfied

4 Question by same, - did not the said Alexander Gibson & his son John (who was a miner) assist in putting said fence, - and was not the rails for same hauled by the said horses on the said wagon,?

Answer, the said A. Gibson & his son John did assist some in making the fence and I believe the most of the rails was haled by the said horses on the same waggon

5 Question by same. ~~Was~~ did not the said W.L. Gibson reside with the said Alexander his father, - until the death of the said Alexander, and did not the said horses and wagon remain in the possession and use of the said Alexander untill his death, ----- and what do you think the said horses and wagon were worth at the time of the said Alexanders death.

Answer So far as I know Wm L. Gibson and the horses and waggon all remained on the farm with the said Alex. Gibson untill the death of the said A. Gibson, as to what the horses and waggon was worth I should think the were worth from $90. to $100. or there about

6- question by same, do you know the sorrel horse (being another horse used by the said Alexander Gibson in his life) the one they called Mangum, his daughters, if so state if the said horse remained in the possession of the said Alexander to the time of his death &c and if he still remains in the possession and use of the said Wm L Gibson since the death of his said father, - also what the said

horse is worth,
Answer, I never knew the Sorel horse that they call Maryanns till Since they broke or begun to use him which I think was after the old mans death he was probably worth $45 or $50 dollars, I believe he has, Since I knew him, been in the possession of Wm. L. Gibson and used by him and his brother on the farm and on the road
Q. question by Same - did not (Mrs Turner) an other daughter of the said Alexander Gibson receive from her said father a horse ~~also~~ about the time of his death.
Answer I have understood by report that Mrs. Turner daughter of A. Gibson Deceased did receive a colt from her father previous to his death

Question by Defts Counsel, Had you not the whole control of the said horses and wagon from the time you took the bill of sale, until you assigned it to Wm L Gibson? Did you not use them whenever you had occasion ~~so~~ to do? And when you allowed either Alexander or Wm. L. to use them, was it not considered but as a loan by you?
Answer I did use the waggon and team when I wanted them and when I did not stand in need of them I agreed with the said Alexr Gibson to keep them for me and to have the use of them and it was not often that I did need them myself.
Question by Same.
Did not the said Wm L. Gibson pay you what was considered a fair value for said horses and wagon. And did you not upon his said

payment to you, become the payor of the debt on which you were before security?
Answer. He did pay what I considered a fair value for the said property and I did become payor for the said debt.
Question by same.
Were you one of the persons appointed by Court to appraise the personal property belonging to the estate of Alexander Gibson decd? As such appraiser, did you not, with your Co appraisers, take into consideration the ownership of the said horses and wagon? And were you not satisfied that said property honestly belonged to Wm. L. Gibson, and consequently did not appraise it. — (Compt. objects to this question)
Answer
I was one of the appraisers of the property of that estate and being fully satisfied that the wagon & horses did belong to Wm. L. Gibson we did not appraise them.
Question by same.
Did you not ~~know that~~ in the same manner take into consideration the ownership of the horse testified to above as Mary Ann's horse? Why did you not appraise it? Did not Mary Ann since the death of her Father still make her home with the said Wm. L. Gibson and their mother? Do not the whole family still reside together as they did at the death of Alexander? — Same objection to this question
Answer
as to the horse said Maryanns I have no definite recolection about it but the said Maryann has still made her home with Wm. L. Gibson and the rest of the family since her Fathers death the same as before.

Question by same. Do you not know that there was no such horse in the possession of Alexandr at his death, as the one testified to by you from report, as given to Mrs Turner? Was not said colt taken away from the said Alexander, long before his death?

Answer I have understood that Jas. Turner Sonin law to A. Gibson Deceased did receive and take away from D. Gibsons the above named horse some time before the death of the old man Gibson

Question by same.

Have you read the answer of Wm L. Gibson in this case? Does it conflict with any particular fact of which you have a knowledge?

Answer. I have red the answer of Wm L. Gibson and it does not conflict with any of the facts of which I have a knoledge but such facts as I have not a knoledge of I cannot say anything about

And further this deponent saith not.

Alexr Pollock

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 Alexander Pollock was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing Deposition by him subscribed, was reduced to writing, by said Alexander Pollock and were taken at the time and place specified in the inclosed notice.

In testimony whereof, I have hereunto set my hand this 25th day of July AD 1846

James M. Wilkinson J.P. (Seal)

Chancery Case File

Case No. 1845-CH-0028

No. 45-CH-28

Union Common Pleas Court.

Jas. S. Alexander
Plaintiff,

AGAINST

W. J. L. Brown et al
Defendant.

OCT TERM, 1843

Settled

Journal B Page 464

Record No. No Record Page

Ex. Doc. Page

The State of Ohio union county SS
I. James C. Alexander being duly sworn
depose and say that the ~~all~~ ~~the~~ several matters
and things which are stated in the within
Bill as from my information I believe to
be true and that all the several other matters
and things therein set forth ~~forth~~ are true in
substance and fact. J. C. Alexander

Subscribed and sworn to this 6th day of December
AD 1845 before me
James M. Wilkinson J.P.

Union Common Pleas
J. C. Alexander
vs
A. J. P. Brown et al

Filed Dec 9th 1845
John Caprill Clerk

Let an injunction issue
by plaintiff giving bond
in the sum of $50.00
Dec 9th 1845
Chas Robinson
Associate Judge
A. G. Curtis

Court Clerk
No. Recd

Copied
(Copied)

The State of Ohio Union County

To The court of common Please within and for the county of Marysville and State of Ohio

Jame H. Alexander of the county of union represents that Elnan J. L. Brown and Fredrick Welch trading under the firm of Brown and Welch obtained a Judgement of some thirty four Dollars before one James Turner a Justice of the Peace within and for said county aforesaid on or about the first Nov 1841 and your orator further shows that the said Brown and Welch have had had a large number of executions issued against your orator and property offered for Sale a number of times and returned not sold for want of bidders and your orator further represents that he has made two large ~~[illegible]~~ payment on the same Judgement for which your orator has not received Credit and the said Brown and Welch have refused to give him credit for the payments on the said Judgement and your orators property is about to be sacrificed for the payment of said debt for which your orator has partly paid and received no credit for and your orator shows that he paid the sum of seven or eight dollars for which he had the receipt of the said James Turner Justice in said Case and the said Brown and Welch and ~~they~~ wholly refuse to give him credit for the same - And your orator further prays that an Injunction may be allowed to restrain ~~to restrain~~ the said Brown and Welch from All further proceedings upon the said Judgement at Law

Union Common Pleas

J. S. Alexander
vs
R. P. Brown, J. Weld
& Abel Marks

Injunction allowed
and bail given

Filed Jany 3d 1845
James Cassil, Clerk

Served on the Abel Marks by certified copy of the
within writ December 11th 1844 in Brown
County.

Service	$0.75
Copy	1.50
Mileage	5
	55

Wm. M. Anderson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon H. I. D. Brown Frederick Welch & Abel Marks

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 S. Alexander and they are required to stay all proceedings in the case of H. I. D. Brown & Frederick Welch vs James S. Alexander on the docket of James Turner J. P. until the case can be heard in equity.

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 eighth day of December A. D, 184

John Cassil Clerk of Com. Pleas.

Union Common Pleas

J. A. Alexander
vs
Brown et al

Bond

Filed Dec 9th 1845
John Caffil, Clk

Know all men by these presents that we James S. Alexander and are held and firmly bound unto H. L. J. Brown and Frederick Welch in the sum of sixty five dollars to the payment of which we jointly and severally bind ourselves, our heirs, executors, and administrators, sealed with our seals, and dated this 8th day of Dec. A. D. 1845

The condition of the above obligation is such that whereas the above named James S. Alexander has obtained an allowance of an injunction from Silas G. Strong an associate judge of the Court of Common Pleas for the County of Union, O. to stay all further proceedings upon a judgment, obtained before James Zumer, a justice of the Peace in said County of union against the said James S. Alexander about the 1st of Nov. 1845 for some thirty four dollars untill the matter thereof can be heard in equity: Now if the said James S. Alexander shall pay all moneys & costs due, or to become due, from him in said judgment, and all moneys and costs which shall be decreed against him in case said injunction shall be dissolved, then this obligation shall be void: otherwise in full force & virtue in law

Ja. S. Alexander (Seal)
Wm Rade Jr (Seal)