Chancery Case File

Case No. 1846-CH-0001

Chancery Case

1846-CH-0001

located with

Supreme Court Case

1846-SC-0004

No. 46-CH-2

Union Common Pleas Court.

Lindal Thomas
Plaintiff,

AGAINST

Adam Hays et al
Defendant.

JUL TERM. 1846

Decree for plaintiff

Journal 3 Page 431

Record No. 4 Page 554

Ex. Doc. Page

Kendall Thomas

v

Adam Hays, David Noble, William Stewart, John Owens and Edward McGinness —

Bill in Chancery

Filed Febr. 7. 1846.
John Cassil Clerk

Decree pro con fesso

Cost bill made

Recorded Vol 4 pp 554. 555. & 556 & 557.

Copied

$2.08

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

Your petitioner Kendall Thomas of the County of Franklin and State of Ohio, represents to your Honors that he is the owner of, and has the Legal title to, and is in the possession of the following described Lands, to wit; A part of Survey Numbered Ten Thousand Four Hundred and Eight (No 10408). Beginning at the South East Corner of the Original Survey and North East Corner of John Swans Survey Number 9920. Thence N 12° W 400 poles to the North East Corner of the Original Survey and South West Corner of James Taylors survey Number 9963. - Thence S 78° W 400 poles to the North West Corner of the Original Survey and the North East Corner of Edward Smith's and others Survey Numbered 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 Hays to Richard N. Moss February 17th 1835 - Thence with Moses's line N 78° E 160 poles to his North East Corner - Thence S 12° E 160 poles to Moses South East Corner and in the line of the Original Survey - Thence with said line and with the line of Said Swans Survey N 78° E 240 poles to the Beginning, lying and being in the County of Union in part and the County Marion in part, Containing 840 acres of Land more or less - That the said Land above described was patented by the Government of the United States to one Nathaniel Sawyer and conveyed by the Said Nathaniel Sawyer on or about the 9th day of May AD 1822 by Deed duly executed, to one Adam Hays, that the said Adam Hays sometime in the years 1838 or 1839, sold the said Described Lands to one William Stewart who paid him the full Value therefor, that the said William Stewart immediately after such Sale and without receiving a Deed from the said Adam Hays to himself for the said Lands, sold the said Lands to one David Noble, and requested the said Adam

Hays to convey the Legal title therefor by Deed to the said David Noble, that the said Adam Hays some time in the years 1838 or 1839 did by Deed duly Executed convey the said Described Lands to the said David Noble in fee simple - That the said David Noble on the reception of the said Deed from the said Adam Hays to himself, and in order to secure to the said William Stewart the purchase money for the said Described lands, executed on or about the 9th day of January AD 1839 and delivered to the said William Stewart a Mortgage Deed (which was duly recorded in the County of Union) for the said described Lands, that the said William Stewart on or about the 8th day of October AD 1839 assigned and transferred all of his right title and interest in and to the said Mortgage Deed and the note secured thereby to one John Owens - That the said John Owens on or about the 8th day of August AD 1843 assigned and transferred all of his right, title and interest in and to the said Mortgage Deed and the notes secured thereby to one William Lippincott, That the said William Lippincott on or about the 2d day of January AD 1844 filed his Bill in Chancery in this Honorable Court for the Foreclosure of said Mortgage Deed and for a sale of the said Mortgaged premises, that at the May Term AD 1845 of this Court he obtained a Decree for the sale of the said Mortgaged premises, That the same were sold under the said Decree by the Sheriff of this County at public sale, and that said Mortgaged premises was purchased in at said sale by the said William Lippincott he being the highest bidder therefor, that the sale was confirmed by this Honorable Court and the Sheriff ordered to make to the said William Lippincott a Deed in fee simple for the said Mortgaged premises, which the said Sheriff accordingly did on or about the 30th day of September AD. 1845 - [all of which will more fully appear by reference to a Letter from Adam Hays to the Recorder of Deeds, Union Co Ohio, a copy of which is here with filed and prayed to be taken as a part of this Bill marked A,

also by reference to the case of William Lippincott, versus, David Noble, and John Owens Chancery Records of this Court Book page which will be produced at the hearing of this cause]

Your petitioner further represents that the said William Lippincott on or about the 12th day of December AD 1845 for a valuable Consideration to him paid by your petitioner sold and Conveyed by Deed in fee simple to your petitioner the above described premises which he purchased in under the aforesaid decree of this Court - your petitioner would further represent that the said David Noble after the reception of the said Deed in fee simple from the said Adam Hays as aforesaid for the said described premises, and after his having executed and delivered to the said William Stewart the Mortgage Deed of the said described premises as aforesaid, Delivered over into the possession of one Edward McGinness of Beaver County Pennsylvania the aforesaid Deed of fee simple from the said Adam Hays to the said David Noble, for what purpose the said David Noble delivered the said Deed into the possession of the said Edward McGinness is unknown to your petitioner, that the said Deed is now in the possession of the said Edward McGinness, and that he refuses to deliver the same up to your petitioner after having been repeatedly requested so to do, so that your petitioner may have the said Deed Recorded in the Counties of Union and Marion in which Counties it has never been recorded or in any other place - your petitioner further represents that the detention of the said Deed by the said Edward McGinness can not possibly, either in Law or Equity, be of any benefit or interest to him, but that the Loss or destruction of the same would greatly injure your petitioner by placing back again the Legal title to the said Described Lands in the said Adam Hays and his heirs, which at some future day your petitioner is fearful they may assert

to his great annoyance - Your petitioner further avers that the said Edward McGinness withholds the said Deed from your petitioner for the purpose of vexing and harassing your petitioner, and for the purpose of throwing a cloud over your petitioners title to the said described Lands, by which your petitioner is prevented from selling or otherwise disposing of said Lands -

Your petitioner would further represents that the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinness are Non-Residents of the State of Ohio -

Your petitioner therefore prays that the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinness may be made parties defendants to this Bill, that your petitioner may have such Legal process against the said Defendants as may compel them to answer all and singular the premises and your petitioner further prays that on the final hearing of this Cause the said Adam Hays may be decreed to Execute and deliver to your orator a Deed of Release and Quit Claim of all ~~to all~~ his right, title and interest in and to the afore said described premises, and that the said Adam Hays and his heirs may be forever estopped from setting up any claim to the aforesaid described premises, and that the said Edward McGinness may be decreed to deliver up to your orator the said Deed from the said Adam Hays to the said David Noble and for such other and further relief as Equity and good Conscience may require -

Kendall Thomas
in person

Madison Indiana
February 8th 1840

To the Recorder of Deeds. Union County Ohio

Sir about a year ago I sold 840 acres of Survey No 10.408, more or less, to William Stewart and he sold it to another I think his name is Noble - The Deed I made directly to the person to whom Stewart sold - I took a memorandum of the name of the person to whom Stewart sold and to whom I Deeded the Land, but I have mislaid it, I wish to know the name of the person to whom the Deed was made? He gave a mortgage to Stewart for securing the payments, How much is the mortgage, has it been transferred to any one, or is there satisfaction entered for payment of any part of the Mortgage? Be so good as to inform me all about it, The inclosed will pay I suppose for the examination of the Records in your office - I would be glad you would write to me with as little delay as possible the present state of the business and direct to me at Pittsburg, Pennsylvania my former residence - You would confer a favor too by naming some respectable Lawyer whom I might employ if I find it necessary when I visit Pittsburg - Please dont forget to direct your answer to that place (Pittsburg)

Yours
Adam Hays

"Direction on the back of letter"
To the Recorder of Deeds
Marysville
Union County. Ohio

"Post marked"
Madison Indiana, February 12
Paid

Proof of Publication

Filed April 14th 1846
John Cassil, Clerk

Adam Hays, David Noble, William Stewart, John Owens and Edward McGinness, are hereby notified, that on the 7th day of February A. D 1846, Kendall Thomas of the county of Franklin, Ohio, filed in the court of common pleas of the county of Union and State of Ohio, a bill in Chancery against the said Adam Hay, David Noble, William Stewart, John Owens and Edward McGinness, the object and prayer of which bill is to quiet and settle the title of the said Kendall Thomas to the following descrided lands, to wit: A part of survey numbered ten thousand four hundred and eight (10,408) beginning at the south east corner of the original survey and north east corner of John Swan's survey no. 9920; thence n 12 deg. west 400 poles to the north east corner of the original survey and south west corner of James Taylor's survey no. 9963; thence s 78 deg. w 400 poles to the north west corner of the original survey and north east corner of Edward Smith's and others' survey no. 9940; thence s 12 deg. e 240 poles to the north west corner of a tract of land sold out of the original survey by Adam Hays to Richard R. Moss, February 17th 1835; thence with Mosses line n 78 deg. e 160 poles to his north east corner; thence s 12 deg. e 160 poles to Mosses south east corner and in the line of the original survey; thence with said line and with the line of said Swan's survey n 78 deg. e 240 poles to the beginning—containing 840 acres of land, lying partly in the counties of Union and Marion—and the said Adam Hays, David Noble, William Stewart, John Owens and Edward McGinness, 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 Kendall Thomas at the term next 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.

KENDALL THOMAS,
in person.

February 14, 1846.

Before me a Justice of the Peace in and for the County of Union and State of Ohio personally appeared Gustavus A Cassil and made solemn oath that the notice hereto attached, was published for six consecutive weeks next after the 14th day of February AD 1846 in a newspaper called the "Eaglet", and that said News paper was during that time printed in the County of Union Ohio

G A Cassil pub

Sworn to and subscribed before me this 14th day of April AD 1846

James Lurner J P

Chancery Case File

Case No. 1846-CH-0003

Box 13.

No. 46-CH-3

Union Common Pleas Court.

Josiah D Henry et al
Plaintiff,

AGAINST

Albert M Hathaway et al
Defendant.

JUL TERM. 1846

To Complete Contract
Decree for plaintiff

Journal 3 Page 322

Record No. 4 Page 536

Ex. Doc. Page

In Union Com Pleas

Josiah D. Henry & Rachael Hathaway
Admrs of David A. Hathaway
deceased
vs
Albert M. Hathaway et als

Bill in Chancery

Feb. 24th 1856 Filed
John Capil, Clerk

Serve
last bill mad

Recorded

Copied

Allison Fleury
1.30

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

Your petitioners Josiah & Henry and Rachael Hathaway administrators of David H. Hathaway deceased, state to the Court, that on the 9th day of December 1837 the said David H. Hathaway decd. executed his penal bond to one Charles Burr, conditioned to make him a deed for a certain tract of land lying and being in the County of Union and State of Ohio, on the waters of Mill Creek, being part of Surveys. Nos. 3443. & 3444. bounded on the East by Sullivans heirs, south by Southard and Bayless, West by Hathaway & Underwood. Containing one hundred and fifty acres, more or less. For this tract of land the said Burr, was to pay the said Hathaway decd, two and 83/100 dollars per acre, All of which petitioners believe is paid but about $85.

Your petitioners further state that on the 12th day of March 1838 said David H. Hathaway decd. executed his penal bond to Andrew Henderson and James Henderson, conditioned to make them a deed for a certain tract of land lying and being in the County of Union aforesaid, on the waters of Bokes Creek, entered in the name of David Duncan No 3443 Bounded as follows, to wit, Beginning at 2 beeches and two iron woods South west corner to Charles Burr, in Sullivans line, thence N. 82¼. W. 100 poles to two elms, a hickory and beech in John Underwoods line, thence N. 7¾. W. 54 poles to three beeches, thence with Underwoods line 28 poles, to 3 maples and beech, thence N. 7¾. W. 330 poles to 3 beeches.

thence S. 82¼. E 144 poles to Mr Sullivans North corner, thence S. 7¾. W. 382 poles to the begining containing 334 acres and 20 poles be the same more or less, For said last named tract of land the said Hendersons' bound themselves to pay to said Hathaway decd. his heirs &c. one thousand dollars, - five hundred dollars the first of November next thereafter, & the ballance in two equal annual payments thereafter, most of which has since been paid.

+ Your petitioners further represent, that on the 12th day of March 1838 the said David H Hathaway decd. executed his penal bond to one Jonas Jones decd. conditioned to make him a deed for a certain tract of land lying and being in the County of Union aforesaid, on the waters of Bokes Creek, entered in the name of David Duncan, No. 3443, bounded as follows, to wit, on the East by Hendersons' on the South by Underwood on the west by the original line, so as to include one hundred acres. For said last named tract of land, the said Jones decd bound himself to pay to said Hathaway decd. his heirs &c the sum of $300. of which $100 was to be paid on the 1st day of November 1838 and the ballance in two equal annual payments, thereafter, most of which has since been paid.

Your petitioners further states that some time in 1837 or 1838. the said David H. Hathaway decd. made his penal bond to one John Underwood (who subsequently assigned the same to James Gastons) conditioned to make him a deed for a certain tract of land lying and being in said County of Union, and part of said survey No. 3443, and bounded

and described as follows, beginning at 3 beeches, the N. W. corner of said Hathaways land in the west line of said Survey, thence N. 7¾. E. 110 poles to 2 maples and an elm, Thence E. 82¼ S. 122 poles, to 3 maples & beech, the South east corner of J. Fraudel's land - thence continuing E. 82¼ S. 28 poles to 3 beeches. - thence S. 7¾. W. 110 poles to 2 beeches and a sugar the N. W. corner of said Hathaway, thence W. 82¼ N. with said Hathaways line to the beginning containing one hundred and three acres and 20 poles, more or less. For said land the said Underwood bound himself to pay to said Hathaway decd, the sum of three dollars per acre, all of which has since been paid by the said Underwood and his assignee the said Gaston.

Your petitioners further state, that some time in 1837 or 1838, the said David H Hathaway decd, made an agreement with one Josiah Bayless, by which agreement the said Hathaway decd, bound himself to make to the said Bayless a deed for the following tract of land, lying and being in said County of Union in Survey No 3444 and bounded and described as follows. - begining at a beech, sugar and Hickory, in the line of Sarah Sudduths land, thence N. 7¾. E. 143½ poles to 2 beeches Iron wood and Hickory - thence E. 82¼. S. 42½ poles to an elm, beech, and sugar, in the line of Sullivans land, thence S. 7¾. W. 143½ poles, to a sugar and beech, S. E. Corner, to Sarah Sudduths land, thence W. 82¼ N. 42¼ poles to the begining, Containing 37½ acres more or less. For said land the said Bayless agreed to pay said Hathaway decd, his heirs &c. four dollars per acre, part of which is still unpaid.

Your petitioners further allege, that the above tracts of land are all situate in the County of Union, and within the jurisdiction 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 David H. Hathaway, 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 petitioners further state - that the said David H. Hathaway departed this life about the month of January 1845 leaving six children and heirs, to wit: Albert M. Hathaway and Rachel L. Henry (formerly Rachael L. Hathaway) wife of your petitioner Josiah P. Henry, adults, and Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway and Sarah E. Hathaway who are minors. That all the said heirs resides in Union County, with the exception of Rachael L. Henry who resides in Clark County, Ohio, and all of whom your petitioners make defendants to this Bill.

Your petitioners further state, that as the administrators of the said David H. Hathaway, deceased, they are desirous of completing the contracts aforesaid, for and on behalf of his said heirs at Law, and of vesting their title in the aforesaid purchasers, or their assigns. Your petitioners therefore pray the Court, - that upon the hearing of the matters herein mentioned, to make an order authorizing and empowering them as administrators of said Hathaway deceased, 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 other and further action of the Court, and proceedure in the premises as the nature of the case requires. Your petitioners state that they were appointed administrators on said estate by this Court and bring in their letters of administration. +

By Allison & Curry their Solts

The Clerk will issue subpoenas to Rachael L. Henry, Albert M. Hathaway, Mary A Hathaway Ralph W Hathaway, Joseph A Hathaway and Sarah E Hathaway defendants above

Feby 24th 1846

Allison & Curry
Attys for Complts

Union Comm Pleas

Administrators of
J. H. Hathaway
vs
A. M. Hathaway

Service —	$1-35
Mileage —	50
Copies — —	60
	$2,45

Tm M Robinson
Sheriff

Filed April 15. 1846
John Lapsil Clerk

A Serious this writ by delivering a certified
Copy of this to each of the within named Def
endants April 15th A D 1846
Tm 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 Rachael L Henry, Albert M Hattaway, Mary A Hattaway, Ralph W. Hattaway, Joseph A. Hattaway & Sarah E Hattaway

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

in Chancery, exhibited against them by Daniel S Henry & Rachael Hattaway administrators of David H. Hattaway decd praying an order from said Court, to complete certain contracts for the sale of real estate made by the said David H. Hattaway deceased in his lifetime, to sundry persons.

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 14th day of [redacted] April A. D, 1846

John Cassil Clerk of Com. Pleas.

Hathaways Admrs.
vs.
Hathaways Heirs

Answer of
Guardian ad litem

Filed July 28. 1846
John Cassil Clk

The Joint answer of Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway, & and Sarah E. Hathaway, infant Defendants to the Petition of Josiah D. Henry & Rachel Hathaway administrators of the Estate David H. Hathaway deceased; by P B Beale
Their Guardian ad litem.

And the said Mary A. Hathaway, Ralph W. Hathaway, Joseph A. Hathaway, and Sarah E. Hathaway by P B Beale
Their Guardian ad litem now come and for answer to the said petition of the said Josiah D. Henry and Rachel Hathaway administrators of the Estate of David H. Hathaway deceased, say that further than appears from the papers on file in this cause they know nothing of the matters and things set forth in said petition.

By P B Beale Guardian
ad litem

Chancery Case File

Case No. 1846-CH-0004

Cy #6

Reuben A Lamb
vs
Alexander Cowgill
et al

c. 14

Union Com pleas

In Chancery

Meubrie A. Lamb
and others

Bill "

Alex. Cougill et al

" " " "

Filed March 3d 1846
John Capel, Clerk

Copied

91 — J. Manney Sol.

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

Martin A. Lauck, Nathaniel W. Little and Cyrus Platt represent that on the 30th day of October AD. 1845 they obtained a judgment in said court on the law side thereof against one Alexander Cowgill of said County for the sum of Three hundred and Fifty six dollars and Fifty three cents, and Three dollars and Seventy seven cents costs of suit that Execution has been issued thereon and duly returned "Rec'd this writ Nov. 11 AD 1845 Called upon the Defendant Defendant Decr. 24 AD 1845. No property found whereon to levy Fees $90"

and complainants represent to your Honors that there are no goods, chattels, lands or tenements to be found on which to levy.

Your orators further represent that the said Cowgill heretofore to wit on or about the first day of July AD. 1845 was seized in fee simple of his own right of the following described real estate lying in said County — Being the west half of a certain tract or parcel of land situate and being in the County of Union and Township of Claibourne & State of Ohio, being the west half of a certain lot of land in the Virginia Military district located in the name of Waller Claibourne heirs, No. of Entry 6293, lying on the waters of Fulton creek, and purchased of John Jinnson by Woodruff O. Kinsley, described as follows, Beginning at the S. E. corner of said tract at an ash Elm & W. Oak running thence S. 2 E. 56 poles to a stake: Beech & Sugar tree, Thence S. 79° W. 35 poles to a white oak: Thence S. 2. E. 23 poles to the S. E. corner of said lot a stake on the N. Bank of the creek; Thence S. 79° W 138 poles to the S. W. corner

of S^d lot — a stake & 2 Beeches; thence S. 4° W. 97 poles to three Iron wood. on the S. W. corner of S^d lot, thence N. 85° E. 173 poles to the place of beginning; containing Eighty four acres more or less. —

And that he combined with George Cougill, son of the S^d Alexander Cougill to defraud your Orator and his other creditors, and for that purpose on or about the fifth day of July AD. 1845 the S^d Alexander Cougill executed and delivered to the said George Cougill a deed in fee simple of S^d Tract or parcel of land more particularly described in S^d Deed Recorded in Book No. 9 Page 569^{&c} Recorder's office Union Cy. Ohio. —

Your Orator further represents that S^d Sale was really without consideration and fraudulent and void as to your Orator and other creditors of S^d Alexander Cougill, or if not so that the consideration

~~Your Orator therefore pray that said Alexander Cougill and George Cougill, be made defendants hereto by Subpoena, and that they each may under their respective oaths all the allegations of this Bill~~ ——— for said Sale has not been paid but still is in the hands of S^d George Cougill and due to the other defd. Alexander Cougill;

Your Orator therefore pray that the S^d Alexander Cougill and George Cougill be made defendants hereto by Subpoena; and that they each under his respective oath answer all the allegations of this Bill and more particularly answer —

What the real consideration for S^d transfer was; whether such consideration has been paid? If so — at what time and place, and in whose presence? In what was it paid, goods, property or money? And if in goods or property, of what kind? whether or

not, the consideration, was the satisfaction of a pre-existing debt due from the vendor to vendee; if so, what was the foundation of such debt, when did it arise, and how evidenced? If such consideration has not yet been fully paid — What and yet remains unpaid — how is it secured & when payable? And your Orators further pray that upon final hearing the said conveyance may be set aside as fraudulent & that the s^d lands, or so much thereof as may be necessary be sold to satisfy your Orators s^d Judgt — Or if it shall appear that s^d sale was not fraudulent, your orators pray that the purchase money unpaid, may be by order of the Court applied to the payment of the judgment aforesaid; and for such other and further relief as to your Honors may seem equitable

By S. Mooney Solicitor
for Complainants

Issue Subpoenas for Alexander Cowgill and George Cowgill returnable at next term

To the Clerk of Com. Pla.
Union County Ohio.
Feby 12th 1846

S. Mooney Sol.
for Complainants

Union Com. Pleas

Samb Little flo

vs Sub. Chy

A. Cowgill et al

Mileage — $00-60

Copies — " 25

Service — 55

Filed March 9th 1846

John Cassil clerk

Served the within writ by copies on the within named Defendants March 3rd 1846

Wm Robinson Sheriff

of Union County

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Alexander Cowgill and George Cowgill.

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 Reuben A Saunt Nathaniel W Little & Cyrus Platt.

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

Witness John Cassil, Clerk of our said Court, at the court house, this 3d day of March A. D, 1846

John Cassil Clerk of Com. Pleas.

Filed Aug 21st 1817
John Caniff Clk

Lamb Little & Co } In Union Com. Pleas
vs
Alex. Cowgill et. al. } The Clerk of Sd. Court will
& Issue the order of sale to
the Shff. of Sd County for the parcel of land described
in the order of the Court in Sd case, forthwith:
August 14th 1842 L. McCurry Atty for Compt.

Filed Aug 18, 1857
Thos Madison Clerk

Reuben A. Saunders et als
vs
Alexander Longill et als

In Union Com Pleas
Received of Clerk
fifty cents my fees in
this case as appraiser
Aug. 18. 1857.

J. H. Longstaff

Reuben A Lamb et als
vs
Alexander Cowgill et al

In Union
Common Pleas

Received of James Kirkadep
Clerk fifty cents my fees as appraiser in this
Case Decr. 27. 1851.

Thomas Ellis

Received this writ May 24th 1847. By virtue of this writ I had the within described Real Estate appraised, by the oaths of James H. Langstaff Thomas Funks and Francis Scott at $11.00 per acre, and advertised the same 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 attended to writ on the 1st day of August A.D. 1847 in pursuance of said notice proceeded to sell said real estate at public auction at the usual place of sale in Marysville in said County August 3rd 1847 received a receipt from plaintiff for one hundred and twenty dollars to apply in this case together with an order to stay proceedings untill octobe term which is herewith filed

Fees — mileage 70
inquest 1.00
appraisers fee 1.50
copy of appraisment 25
advertising 25
Pr Fee 3.00

Philip Snider Sheriff

Chancery Docket Page

Land Little & Co.
vs
Alexander Langsdale
Decree $305.76
Costs

Filed August 3 1847
Robert Lucas Clk

The State of Ohio Union County, ss.

To Philip Snider Sheriff of Union County and Special Master in chancery Greeting.

Whereas, at the October term of the Court of Common Pleas continued & held for said County, on the 14th day October A. D. 1846 in a certain cause in Chancery, therein pending, wherein Reuben D. Lamb & others Complainant, & Alexander Cowgill & others Defendants, the Court ordered and decreed that you expose to sale the premises in the bill described, as follows, to wit; Being the west half of the following described premises, begining at the N. E. corner of said tract at an elm & B. oak running thence S. 2 E. 56 poles to a stake: Beech & sugar tree, thence S. 79° W. 35 poles to a White oak: thence S. 2 E. 23 poles to the S. E. corner of said lot a stake on the N. Bank of the Creek: thence S. 79° W. 138 poles to the S. W. corner of sd. lot a stake & 2 Beeches: thence N. 4° W. 97 poles to three Ironwoods, on the N. W. corner of sd. lot, thence N. 85° E 173 poles to the place of begining: containing Eighty four acres more or less, Being part of Survey No. 6293 & lying on Fultons Creek, to satisfy the said Complainant, in the sum of three hundred & five dollars & seventy six cents, with interest from said 14th day of October A. D. 1846 in till paid together with the cost of this suit taxed to $ and also the further sum of $ the cost of sale & the accruing cost on said decree: & and make report of your proceedings herein to the next term of sd. Court

Witness John Cassil, Clerk of said Court
This 24th day of May A. D. 1847

John Cassil, Clerk

2731
356
3087

Lamb Little & Co } Clerk of Com. Pleas for Union
vs } County Ohio
Alex. Cowgill et al

Issue an order for the sale of that portion of land described in the Bill which was subjected to the payment of this debt by order of court

May 7th 1847

J. Ramey Sol. for Compt.

Filed Jany 26. 1852
Skinkadd p. clk

Reuben A. Lamb et al
vs
Alexander Cowgill et al

In Union
Com Pleas
Chancery

Received of James Kinkade jr
Clerk of Union Com Pleas
fifty cents appraiser fee in
the above case Jan 26. 1852

his
Francis G. Scott
mark

Union Comm. Pleas

Reuben A Sambel et al
vs
Alexander Cowgill et al

Rec'd of P Snider for
Eight dollars and
twenty five cents on my fees
in this case
Aug 12 1852

Philip Snider late Sheriff

To the Sheriff of
Union Co
Ohio

Received Delaware August 2. 1867 of
A. Cowgill One Hundred & Twenty Dollars
($120 00) on a judgment in Union Complas
in which we are Pltffs and A Cowgill Deft

Lamb Little & Co

To the Sheriff of Union Co.

Sir

You have done our at
for many this day recd from A Cowgill on
the judgment we have against him
You may stay proceedings until the next
term of Court — in Oct we believe —

yours truly

Lamb Little & Co

Received this writ August 21st 1847. In obidience to the within I duly advertised the within decribed 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 5th day of October 1847 at 12 Oclock M. received by the hand of the defendant, a written notice from the Plaintiff ordering no further proceeding on this writ.

Fees- Advertising 25
Service 35
mileage 5
Pr fee $3.00 Philip Snider Sheriff

Aug 21 1847 Receive this writ.

Union Com Pleas
Lands Little & Co
vs
Alfred Cassidy
Damages $305.76
Costs -
Int -

Ex Ang 21 1847 - $120.00

Filed Oct 6 1847
John Cassidy Clk

The State of Ohio Union County ss

To Philip Snider Sheriff of Union County and Special Master in Chancery Greeting

Whereas at the October Term of the Court of Common Pleas Continued and held for said County on the 14th Day of October AD 1846 in a certain Cause in Chancery therein pending wherein Reuben A Sauk & others Complainants vs Alexander Cangill & others defendants the Court ordered and decreed that you expose sale the premises in the bill described as follows to wit Being the west half of the following described premises. beginning at the N.E. corner of said tract at an Elm & B Oak running thence S 2. 6 56 poles to a stake: Beech & sugar tree thence S 79° W 35 poles to a white Oak thence S 2. 6. 23 poles to the S.E. corner of said lot a stake on the N Bank of the Creek thence S 79° W 138 poles to the S.W. corner of said lot a stake & 2 beeches thence N 4° W 97 poles. to three Iron woods on the N.W. Corner of said lot thence N 85° E 173. poles to the place of beginning Containing Eighty four acres more or less being part of Survey No 2293 & lying on Hattons Creek to satisfy the said Complainant in the sum of three hundred and five dollars & seventy six cents with interest from the said 14th day of October AD 1846 in till paid together with the Costs of this suit taxed to $ and also the further sum of $ the Costs of increase & the accruing Costs on said decree and make report of your proceedings herein to the next term of said Court

Witness John Cassil Clerk of said Court this 21st day of August AD 1847

John Cassil Clerk

No. 46-CH-5

Union Common Pleas Court.

Esther Morse
Plaintiff,

AGAINST

Isaac Morse
Defendant.

Divorce

JUL TERM 1846

Judgment VS Plaintiff

No Record.

Journal 3 Page 420

Record No. Page

Ex. Doc. Page

Union Com Pleas

Esther Morse
vs
Isaac P. Morse

Petition for Dower

Filed March 5th 1846
John Capil, Clerk

Cost bill made
No Record

Copied

Issue subpoena to the sheriff of the county
returnable on the first day of next term
For Defendant
Let foo Better
Clk R Com Pleas

To the Honorable the Court of Common Pleas
When in Sittion

Your Petitioner Esther Morse (widow and relic of Joseph Morse late of this County deceased) That in the year 1845 her said husband departed this life and that sometime about the year 1830 your Petitioner was married to the said Joseph Morse that she thence became his wife and as such lived and cohabited with the said Joseph untill the time of his death as aforesd. That sometime in the year 1838 or thereabouts the said Joseph purchased by written agreement the following described premises in this County (To wit) Being parts of Surveys Nos 6295 & 5746 on the waters of Buck run Beginning at 3 ironwoods thence N 38 W 9 poles to the line of Forbour thence N 52 E 147 poles in the line of said Forbour and in the line of Survey No (3697.) to a stake thence S 37° E 69 poles to a white oak & ash thence S 59 W 147 poles to a cherry red oak and ironwood thence N 3 8 W 65½ poles to the Beginning containing fifty six acres of which your petitioner is entitled to be endowed That the same is now in possession of one Isaac Morse and that your Petitioner has repeatedly requested the said Isaac to assign to your Petitioner dower in a peaceable manner and without the intervention of the Law which he refuses
Your petitioner therefore prays that the said Isaac Morse may be made defendant hereto and that he may be compelled to answer all and singular the Alligations of this Bill upon his corporeal oath and that on final hearing your Honors would order and decree to your Petitioner an assignment of Dower in the said premises and as in duty bound your Petitioner will ever pray and so forth By

Wm C Lawrence
her Sol

Union Common Pleas

Esther Morse
vs
Isaac Morse

Milege —	$00.25
Service —	35
Copy —	15
	$00-75

Wm M Robinson
Sheriff

Filed March 9. 1846
John Cassill Clk

Served this writ by certified copy of the within writ March 9th A D 1845

Wm M Robinson Sheriff
of Union County

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Zorac Morse

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of Our Term next ensuing, to answer a Bill in Chancery, exhibited against him by Esther Morse

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 fifth day of March A. D, 1846

John Cassil Clerk of Com. Pleas.

In Union Com Plea

Isaac A Morse

vs

Esther Morse

Answer

Filed June 16. 1846
John Cassil
Clerk

Allison & Curry

The answer of Isaac Morse to a petition for Dower filed against him in Union County Common Pleas, by Esther Morse.

The said defendant now and at all times hereafter, saving, &c, ~~saith~~ for answer to so much as he is advised it is material for him to answer unto. Answering saith that he admits the marriage and relationship of petitioner to Joseph Morse, the cohabiting, and the death of the said Joseph as stated in said Bill. Also that the said Joseph purchased by ~~verbal~~ agreement but whether in writing or not this defendant cannot tell, ~~the~~ the premises described in said Bill, but in the year 1840, and not at ~~the~~ the time therein stated and defendant further states that said land is now in the possession and owned in fee simple by himself. That the said Joseph Morse, at the time of his death, had no right, title, or interest in said premises ~~or claiming~~ ~~with~~, neither by ~~bond~~, article, lease agreement or any other evidence of claim whatever. That the said Joseph was not seized of the said premises as an estate of inheritance, at any time during the coverture of the said Joseph and the said petitioner, or at any other time. But this defendant answering as aforesaid says that the said Joseph (who was the father of defendant) purchased the said premises by ~~verbal~~ agreement as aforesaid, for him (defendant) and accordingly, the said premises were conveyed by deed directly to defendant from Henry Hibbard & wife, the grantors. The said Joseph had ~~the~~ nothing but an Equity in said premises which was

satisfied and wholly released at the time of the conveyance aforesaid to defendant, which was long before the decease of the said Joseph, to wit, about the twentyeth day of June A.D. 1840 Defendant therefore submits to this Court whether the said Esther has any claim to or to the said premises, either legal or equitable, and having thus fully answered he prays to be hence dismissed with his costs, in this behalf most unjustly expended. And defendant denies all and all manner of fraud and combination wherewith he stands charged.

Isaac A. Morse

Roy Allison & Curry
His Attys

The State of Ohio,
Union County SS

I, Isaac Morse 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.

Isaac A. Morse

Sworn to and subscribed before me this 16th day of June A.D. 1846.

James Turner J.P.

Chancery Case File

Case No. 1846-CH-0006

No. 46-CH-6

Union Common Pleas Court.

Samuel A Davis
Plaintiff,

AGAINST

Obie B Patch
Defendant.

MAY TERM, 1847

DECREE FOR PLAINTF

Journal 4 Page 21

Record No. 5 Page 79

Ex. Doc. Page

In Union Com Pleas

Samuel N. Davis

vs

Obil B. Patch

Petition to Sell

Filed March 7. 1846
John Cassil Clerk

Copied
Allison & Curry

.50

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

Samuel N Davis of the County of Madison and State of Ohio, guardian of Obil B. Patch, a minor child of Samuel Patch, late of said Union County, deceased, represents, that the said minor is seized in fee simple, of one undivided eighth part of certain lots of land, situate in said County of Union, one lot bounded as follows, viz being part of Survey No. 5008 patented to Hugh Woodson, - Begining at a red oak and hickory, one hundred poles from the southeast by corner of said Woodson's survey No. 5008, there being seventy acres of said survey sold to Wm. Orr, now belonging to Garret Harris - out of said Corner, thence S. 37. W. 54 poles to three ironwoods Benjamin Sagers corner, thence with said Sagers line N. 53. E. 182 poles to a red elm and dogwood, thence S. 37. E. 54 poles to a beach, red oak and white oak, thence S. 53. W. 182 poles to the begining containing sixty one acres and 88 poles more or less - the other being part of survey No. 5008 and bounded and described as follows, to wit - begining at two whiteashes, red oak and stake, thence S. 37° E. 137 poles to a red elm and dogwood, corner to land formerly owned by Samuel Brown, and afterwards by Samuel Patch, thence with said Patches line, S. 53° W. 46 poles and sixteen links to a swamp beech, two ashes, and stake, N. 37° 15 W. 137 poles to two sugar trees, and a stake - thence N. 53° E. 46 poles and 16 links to the begining containing forty acres more or less, - That it is necessary for the maintenance of said minor, that all his interest in said estate should be disposed of: your petitioner therefore prays that said minor may be made defendant to this petition, that he may answer the same by his guardian ad litem, to be appointed by this court, and that your

Petitioner may be authorized to sell and convey all the interest of said minor in said real estate, under such regulations as are provided by law.

By Allison & Curry his Attys

The Clerk will issue subpoena for Obil B. Patch to Sheriff of Union County.

To John Cassil, Clerk.

Allison & Curry Attys

March 6th 1846

S N Davis Guardian

vs

O B. Patch

proof. Publication

Filed May 4. 1847
John Basil Clerk

3

State of Ohio
Union County }
S N Davis Guardian
vs
Obel B Patch } Notice of Sale

Personally appeared in open Court P. Bleale publisher of the Argus a news paper published and in general Circulation in said County and made oath that the Notice hereto attached was published in said paper for four Consecutive weeks commencing Feb. 17 1847

P. Bleale

Sworn to and subscribed in open Court May 4 1847

John Leighil Clerk
per J M Wilkinson Dep

Sale of Real Estate,
BY ORDER OF COURT.

SAMUEL N. DAVIS, Guardian, vs. OBIEL B. PATCH,—Ward. } ON THE 20th day of March, A. D., 1847, 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 undivided one-eighth part of the following real estate, being the interest of the said Obiel B. Patch, a Minor; to wit: Situate in the county of Union, and part of Survey No. 5008 patented to Hugh Woodson. One Lot bounded as follows, beginning at a redoak and hickory, 100 poles from the southeasterly corner of said survey, there being seventy acres of said survey sold to Wm. Orr, (now belonging to Garret Harris,) out of said corner; thence S 37 W 54 poles to three ironwoods Benj. Sager's corner; thence with said Sager's line N 53 E 182 poles to a red elm and dogwood; thence S 37 E 54 poles to a beach, redoak and whiteoak; thence S 52 W 182 poles to the beginning containing sixtyone acres and 88 poles more or less.

Also, the said interest in one other lot in said survey bounded and described as follows, to wit: beginning at two white ashes, redoak, and stake; thence S 37 E 137 poles to a red elm and dogwood, corner to land formerly owned by Camwell Brown, and afterwards by Samuel Patch; thence with said Patch's line S 53 W 46 poles and 16 links to a swamp beech, two ashes and stake; thence N 37 15 W 137 poles to two sugartrees, and a stake; thence N 53 E 46 poles and 16 links to the beginning, containing forty acres more or less. The said interest is appraised at $76,12½. Terms of sale, one-third cash in hand, one-third in one year, and the residue in two years with interest from day of sale, to be secured by mortgage on the premises.

SAMUEL N. DAVIS,
Guardian of Obiel B. Patch.
By ALLISON & CURRY,
Attorneys for Pet'r.

Feb. 17, 1847. n40w5

Samuel N. Davis, Guardian vs
Obil B. Patch — Ward —

Union Com. Pleas

Petition to sell land.

In pursuance of the within order of sale made at the October Term 1846 of said Court, I 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 20th day of March A.D. 1847. I offered said property at public vendue and Garret Harris having bid therefor, Fifty dollars and seventy five cents, and he being the highest and best bidder, and the same being two thirds of the appraised value thereof I struck off and sold the same to him, for that sum.

Fees —

Publication of Notices
May 4th 1847

Samuel N. Davis By
Allison & Curry His attys

Union Com. Pleas
Samuel N. Davis
vs
Obil B. Patch
Order of Sale

Filed May 5. 1847
John Hoffie Clerk

The State of Ohio Union County, ss.

I John Cassil, Clerk of the Court of common Pleas within and for the County of Union and State of Ohio, do hereby certify that the following order is correctly copied from the journals of said Court to wit; Oct. Term 1846 3d Day

Samuel N. Davis } Petition to sell
vs } On motion to the Court
Obiel B. Patch } by Allison & Curry counsel for the petitioners and upon producing to the Court the appraisement herein made by William B. Irwin, Ralph Cherry and John Reid Sr under a former order of this Court, It is ordered that the said Samuel N. Davis, proceed according to Law to sell the interest of said Obiel B. Patch in said Real estate in said Petition described, 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 Samuel N. Davis make return of his proceedings in the premises to the next Term of this Court. to which time this cause is continued

In testimony whereof I have hereunto set my hand and the seal of said Court this 10th day of February A. D. 1847 John Cassil, Clerk

Union Com Pleas

Davis
vs
Patch

Filed oct 16th 1846
John Caspil, Clerk

Samuel N Lewis Guardian } In Union Com Pleas
vs } Petition for Sale.
Oliver B Patch Ward }

L. Farmery Hemenway being duly sworn depose and say that I am acquainted with the said defendant and with his situation and circumstances, and believe it necessary for the support of the said defendant, that his interest in the lands in the Petition described should be sold.

Farmery Hemenway

Sworn to and subscribed in Open Court Oct 16th 1846.

John Cassie Clerk

Union Cont Plas

Saml Davis

vs

O. B. Patch

Service — $0.35
Milege — 60
Copy — 15
$1.10

Wm M Robinson
Sheriff

Filed April 16th 1846
John Capil, Clerk

Served this writ by delivering a certified copy of this writ to the defendant April 11th A.D. 1846.

~~[illegible]~~

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 Obil. B. Patch

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 Petition in Chancery, exhibited against him by Samuel N Davis

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 4th day of March A. D, 1846

John Cassil Clerk of Com. Pleas.

Samuel N Davis
vs
Abiel Parker

Order of appraisement

Filed Oct. 16. 1846
John Cassil Clerk

The State of Ohio Union County ss

The Following Entry is truly taken and copied from the Journals of said Court at the October Term thereof A.D. 1846

July Term 1846

Saml. A. Harris vs Obiel B. Patch } On motion of Allison & Curry counsel for the Petitioner It is ordered that Marion Wilson James S. Alexander & W. L. Broome first being duly sworn do upon actual view of the premises make a just valuation of the one undivided Eighth part being the interest of Obiel B Patch in the following real estate, to wit: Part of survey No 5008. Beginning at a red oak and hickory One hundred poles from the South easterly Corner of said Woodson's survey No 5008 there being seventy acres of said survey sold to Wm Orr now belonging to Garret Harris out of said Corner thence S 37. W 54. poles to 3 Ironwoods Benjamin Sagers Corner thence with said Sagers line N 53 E. 182 poles to a red Elm and dog wood, thence S 37 E 54 poles to a beech, red oak and white oak thence S 53 W 182 poles to the beginning containing Fifty one acres and Eighty Eight poles more or less, and also part of survey. No 5008 and bounded and described as follows, to wit; beginning at two white ashes red oak and stake thence S 37 E. 137 poles to a red Elm, and dog wood Corner to land formerly owned by Emanuel Brown and afterwards by Samuel Patch thence with said Patches line S 53 W 46 poles and 16 links to a swamp beech two ashes and stake N 37 W 15 W 137 poles to 2 sugar trees and a stake thence N 53 E 46 poles & 16 links to the beginning containing 40 acres more or less and they return such valuation to the next Term of this Court to which time this cause is continued.

And afterwards to wit: at the October Term of said Court, to wit: on the 16th day of October 1846

The former order of this Court appointing appraisers is hereby set aside and the Court appoint Ralph Kenny William B. Irwin and John Reed 3d to appraise the interest of the said defendant in the real estate in said petition

described and report their proceedings herein forthwith

Witness John Capel Clerk of said Court at the Court House aforesaid this 16th day of October A.D. 1846

John Capel Clerk

In Compliance with the above order we the under signed report that we have carefully valued the within described land and do appraise the same to be worth six dollars per acre amounting to six hundred and nine dollars one hundred eighth part of which is seventy six dollars 12½ cts

October 16th 1846 William B. Irwin, Ralph Cherry, John Reed 3d } Appraisers

The state of Ohio, Union County SS
On the 16th day of October 1846, before me personally appeared Ralph Cherry, Wm B. Irwin and John Reed 3d the within named, and made solemn oath that they would, upon actual view, honestly and impartially appraise the interest of the said Obed B Patch in the within described real estate in pursuance of the order of the Court of Common Pleas of Union County, in the case of Samuel N Davis, Guardian vs Obed B Patch, ward

Oct. 16th 1846

Otway Curry, Mayor of the Town of Marysville

fees

Ralph Cherry	$1.00
John Reed 3d	1.00
William B. Irwin	1.00
	$3.00

Union Cont Pleas

Samuel K. Davis

vs

Otis B. Patch

Order for Appearance

Cost bill made

Recorded

51.

State of Ohio Union County ss.

The Following Entry is truly taken and Copied from the Journals of Said Court at the July Term thereof AD 1846.

Saml N. Davis
"
Obil B. Patch

On motion of Allison & Curry Counsel for the Petitioner It is ordered that Claims Mason James & Alexander & R & Broome first being duly sworn do upon actual view of the premises make a just valuation of the One undivided eighth part being the Interest of Obel B. Patch in the following real estate to wit Part of Survey No 5008. Beginning at a red Oak and hiccory One hundred poles from the Southeasterly Corner of Said Woodsons Survey No 5008. there being Seventy acres of Said Survey Sold to Wm Orr. now belonging to Garret Harris out of Said Corner thence S 37 W. 54 poles to 3 Ironwoods Benjamin Sagars Corner thence with Said Sagars line N. 53 E. 182 poles to a red Elm, and Dogwood, thence S 37 E. 54 poles to a beech, red oak and white Oak thence S. 53 W. 182 poles to the beginning containing Sixty one acres and eighty eight poles more or less, and also part of Survey No 5008 and bounded and described as follows to wit beginning 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 afterwards by Samuel Patch thence with Said Patch's line S 53 W. 46 poles and 16 links to a Swamp beech two ashes and Stake N 37° 15 W. 137 poles to 2 Sugar trees and a Stake thence N 53 E 46 poles & 16 links to the beginning Containing 40 acres more or less and that they return such Valuation ~~for thereof~~ to the next term of this Court to which time this cause is continued.

Witness John Cassil Clerk of Said Court at the Court House aforesaid this 30th day of July AD 1846

John Cassil Clerk

Chancery Case File

Case No. 1846-CH-0007

No. 46-CH-7

Union Common Pleas Court.

Lewellyn Guynn
Plaintiff,

AGAINST

Levi Phelps
Defendant.

MAY TERM. 1850

JUD'G VS PLAINT'F

Journal 4 Page 300

Record No. No Record. Page

Ex. Doc. Page

Chy. No. 14

Llewellyn M. Guynne

vs

Levi Phelps et. als.

Cost Bill made

No Record

C-15

Llewellyn M. Gwynne

v

Levi Phelps & al

Contest of Land warrant

Bill of Review

Upon subpoena for
Levi Phelps

Filed March 18. 1846
John Cassil Clk

Cost Bill made
No Record

Swan & Andrews

Copied) 3.82

To the Hon Court of Common Pleas of the County of Union and State of Ohio in Chancery Sitting—

Your Orator Llewellyn M. Grymes of the County of Hamilton and State of Ohio respectfully represents, that on the 20th day of May, one thousand eight hundred and forty, one Levi Phelps of said Union County, and who your orator prays may be made defendant to this Bill, filed in this Honorable Court, his original Bill in Chancery, against your orator, setting forth, that on the 13th day of February A.D. 1813, There issued to the heirs of the late Captain Benjamin Grymes, of Virginia, namely to M. T. Grymes, Benjamin Grymes, Sevege M. Grymes, and Martha C. Grymes, and unto Abraham B. Hove and Wm F. Hove, children of Lucy F. Hove by that time, several patents for lands lying in said Union County, from the United States, that in the years 1828, these three several tracts of land were sold at tax sales and described as surveys Number 4404, 4405 and 4404, in said Union County, and that James A. Curry bought said survey No 4405, at said tax sale — that of said heirs and legal representatives, there still live Martha E. Grymes, married with John Stewart and now Martha C. Stewart, Sevege M. Grymes, Abraham B. Hove, who is in said original bill averred to be entitled to the interest of his said brother Wm F. Hove, who died without issue, Jane Grymes widow of Wm H. Grymes, and Virginia Washington wife of Henry Washington, & Richard M. Grymes, Wm F. Grymes, Benjamin F. Grymes, and Thomas J. Grymes, all children of the said Wm H. Grymes, and all except the said Virginia Washington being, then minors — Louisa ~~Snowden~~ wife of Edgar Snowden ~~[illegible]~~ J. C. Grymes,

Jane B Grymes, and Eleanor Grymes. These three last being minors, and all heirs of Benjamin Grymes, one of said patentees, the said minors being wards of the said John Stewart, all of whom were made defendants to said original Bill, being all residents of King George County, in the State of Virginia - and said original Bill did further set forth, that on the 9th day of June A.D. 1832, said Abraham B. Hove, and William T. Hove, and George A. Grymes patentees as aforesaid, and who were entitled to two thirds of said land, did over their hands and seals, authorize and empower one Lawrence Arthur of Lawrence County in the State of Kentucky, (and who, as well as all the said patentees living at the time of filing said original bill, and said persons claiming under patentees deceased as above stated, and all residing in said King George County Va, and being as well as said Arthur non-residents of the State of Va, your orator prays may be made defendants to this bill,) to redeem by law or otherwise compromise and raise from off said land, the incumbrances caused by the tax sales aforesaid, at said Arthur's own proper cost and charges, and in consideration thereof bound themselves to abide by and satisfy any contract or compromise, the said Arthur might make for that purpose, and convey to him by proper conveyance the one third part of their interest in said land, when so redeemed or otherwise raised, and that for this purpose said Arthur was appointed agent, for the other adult heirs in their own proper persons, and by the guardian of the minors aforesaid - that said Arthur did redeem or otherwise compromise for and raise from said land all the tax incumbrances aforesaid, that is from James

a Curry, the two claims on survey No. 4405, and from Silas G. Stiny the claim on survey No. 4405, and from Mordecai Baughn the same on survey No. 4404, and further that on the 19th day of February A.D. 1833 said Arthur entered into a written agreement, with his hand and seal, for one half of his interest in survey No. 4405, which is made a part of said Bill marked (A) and which the said Arthur was to have long before that time conveyed to said Phelps for the sum of one hundred dollars, the payment of which by said Phelps, said original bill avers, was made, and said Arthur thereby enabled to redeem said land from the encumbrances aforesaid - and said Bill further states, that sometime in the year, before filing said original bill, said Lawrence Arthur, combining with the said Llewellyn M. Swayne (your orator in this bill of review) of Hamilton County, in this State of Ohio, and fraudulently intending to cheat and defraud the said Phelps in that behalf, conveyed or pretended to convey the whole of his interest in said lands to said Swayne, who is prayed to be made defendant to said original bill - which sale to said Swayne is charged to have been fraudulent, and for inequitous purposes, and contrary to equity - said Bill then prays for an answer from the said defendants thereto, and especially that said Swayne (your orator) discovers to said court in what consideration really paid he obtained said conveyance, that said Arthur should set forth, whether he has obtained his deed from said heirs, or which of them according to his said contract with them, and that

on final hearing, the court would order a performance of said contract, by said parties or such of them as should be found to hold the title of said Phelps, &c. and your orator further says that said paper filed with said original bill and marked (A) reads thus — "Whereas Lawrence Arthur, sometime in the year 1832, became agent for the heirs of Benjamin Grymes, late of King George County, Virginia, and as will appear by an article of agreement, made between the heirs of said Benjamin Grymes, and said Lawrence Arthur, the said Arthur was to redeem the lands belonging to the said heirs of Benjamin Grymes, and whereas Mr James A. Curry of Union County, Ohio, bought a certain part of the lands belonging to said heirs, for the taxes, and has relinquished his claim to said Arthur, it is therefore agreed between Levi Phelps and said Arthur, that said Phelps shall have one third part of the lands which said Curry has relinquished to said Arthur, on the following conditions — said Phelps is to pay said Arthur one hundred dollars in the manner following to wit — said Phelps is to pay the taxes on survey No. 1394, of 1110 2/3 acres, charged to Davis Markley, also the taxes on survey No. 4404, which said taxes are to be paid in the year 1833, the balance to be paid as soon as the said Arthur can get a division of the lands between him and the said heirs of Benjamin Grymes, said Phelps agrees to aid said Arthur in dividing and selling said lands, relinquished by said James A. Curry, to said Lawrence Arthur. In witness whereof we have hereto set our hands and seals, this 19th day of February 1833, in presence of Stephen McLain — Lawrence Arthur (Seal)

Levi Phelps {Seal} and on the back of said paper was the following endorsement - to wit "I do hereby acknowledge, that Levi Phelps has this day delivered to me, the County Treasurers receipts for the taxes which Mr. Phelps was to pay for me, on the lands alluded to and described in this article of agreement, on the tract No. 1394, taxed in the name of J. Markley. He paid forty seven dollars, ninety three cents and two mills, and on No. 4405, taxed in the name of Curry & Grymes. He paid seventy five dollars, eighty eight cents and two mills. Mr. Phelps also paid to Mr. James A. Curry, ten dollars on my note which Mr. Curry held. I also acknowledge that Mr. Phelps has paid me, in cash and in services as a surveyor, sixteen hundred dollars, which Mr. Phelps was to pay me for the quantity of land, which I was to let him have, as will appear by referring to the agreement on the opposite side of this paper. April 26. 1834.
Attest B. T. Kelsey - Lawrence Arbuthnot - "
and afterwards to wit on the same day and year, it appearing to the court, that some of the defendants in this cause, were non-resident of this State, it was ordered, that notice of the pendency of said suit, together with a summary statement of the object and prayer thereof, be published during six consecutive weeks, in the Union Star, a newspaper published in Hampville and of general circulation in said Union County - and afterwards to wit, on the 8th day of October A.D. 1840, came the complainant by his Counsel, and proved publication, and said cause was continued - which said notice so published was in the words and figures following to wit -

"Levi Phelps

The heirs of Benjamin Haynes.
Lawrence Arthur & Elizabeth Haynes,

The Chancery-
orders that notice of the pendency of this suit be published for six consecutive weeks in the Union Star, a weekly newspaper, published in Mansfield in said County, with a summary statement of the object and prayer of said petition, and the cause is continued -
The Bill charges that patents for three surveys V.M. Land, No 4404, 4405, & 4404, in said County on the 13th day of February 1813, were issued to William J. Haynes, Benjamin Haynes, Jer. A. Haynes, and Martha C. Haynes and unto Abraham B. Hove, and William F. Hove, children of Lucy F. Hove, heirs of said Benjamin Haynes, that prior to the year 1830, said surveys were encumbered by tax sales, that on the 4th day of June 1832, the heirs of said Haynes, agreed to convey one third of said lands to one Lawrence Arthur, if he redeemed said lands from said sales, that Arthur did so redeem said lands, that by said agreement said heirs bound themselves to ratify such contracts as Arthur should make in and about the redemption aforesaid, that Arthur shortly afterwards, to procure the redemption of a part of said lands, and to get money for that purpose, sold to complainant one half of his interest in survey No. 4405, that complainant has paid in pay for the same, that Arthur redeemed said lands, that some time in the year past, Arthur fraudulently conveyed his

intent to one Stevenson M. Swayne, of Hamilton County, Ohio, and prays a discovery of the title, and specific performance, and partition —

by W. C. Lawrence, His Sol —"

and afterwards to wit on the 9th day of March A.D. 1841, the said defendant Lawrence Ashton filed his answer in said cause, setting forth that he admitted the vesting of said land title, as set forth in said complainant's bill, and also the statement of the tax encumbrance, that the respondent was employed to redeem said land, from said tax encumbrances, at his own cost, for which he was to receive, one third of the land so redeemed, as stated in complainant's bill — and respondent in his said answer admits the agreement with complainant substantially as set forth in said bill, and that said Phelps did aid him, in redeeming of James A. Carey from said encumbrance, nine hundred and twenty two acres, as will more fully appear by reference therein to auditor and Treasurer books of Union County — The said respondent further therein states, that he received what he considered a sufficient legal paper, from the adult heirs named in said bill, and from one Stewart, and Mrs Swynes, widow of Wm. T. Swynes as guardians for their wards, which he considered sufficient to authorize him to have the land divided, and his part struck off, which proceeding he sent to Mr. Shinn and Mr. Lawrence his attorneys — but what had become of the same he knew not — said respondent also therein stated, that as the various duties of his agencies were laborious and expensive, he thought he could facilitate his business by executing a deed to said Swayne —

(your orator) in whom he had confidence, and which he supposed could be used as a power of attorney, and by which he could settle respondent's business - that said deed was voluntary and without consideration, having been received by Swayne and intended to be used, only as a power of attorney, as shown by an instrument of writing which said respondent avers was executed by himself and said Swayne, at the time and filed with his said answer, marked (A) - and made part thereof - that after some time said Swayne (your orator) having done nothing in the premises, said respondent learned had gone to Europe, but for what respondent avers he knew not - that he the said respondent did sell to said Swayne x one hundred and fifty acres of land, in Hardin County, but that said Swayne took the same, with full knowledge of the title, and should not on that account, make any pretensions to hold the land mentioned in said deed - and would be doing great injustice by so doing - to Levi Phelps, and Alexander Pollock, who aided respondent in redeeming land from said Conry and Silas S. Strong - and your orator further says that exhibit (C) filed with and as a part of said answer is as follows - "Whereas Lawrence Arthur has made a deed to me this day, for the undivided interest which he held, in the land patented to the heirs of Captain Benjamin Haynes, as will more fully appear, by the papers on file in the Clerks Office of the Court of Common Pleas of Union County, Ohio, and on the records of said County, Now it is understood and agreed, between us, that the deed is to have the free

and effect of a power of attorney, and is to be used in that way. The consideration money in the sale being merely nominal, without one cent having passed between the parties, in this way. But as the said arbitrator on a former occasion, sold a certain tract of land in Hancock County Ohio to me, the said Swayne, as agent for the heirs of Geo. Lewis, as will appear by reference to the deed, and documents touching the case. Now if the said arbitrator should fail to make good the sale to Swayne for the lands in Hancock, and Swayne should lose the land in Hancock, then he the said Swayne, is authorized to amply pay himself, out of the sale of the land, which arbitrator has conveyed to him, bearing even date with this agreement, but if arbitrator makes good the sale and title to the land, sold to Swayne in Hancock, then Swayne is to have no claim to the lands in Union, or any part of the proceeds of the sale, except so much as shall remunerate him, for the trouble and expenses of transacting the business. Cincinnati Ohio July 13. 1839. which instrument said respondent avers was signed by Lawrence Arbitrator and L. M. Swayne. and thereupon afterwards to wit on the 14th day of April A.D. 1841 , on motion of the Petitioner by W. C. Lawrence his Atty. it was order that Thomas Carey be appointed guardian ad litem for Richd. M. Graymes, Wm. F. Graymes, Benjamin F. Graymes, Thomas Graymes, L. C. Graymes, Jane B. Graymes, and Eleanor Graymes, infant defendants, to said complainants said original bill. & thereupon said Thomas Carey accepted said appointment & filed the answer of said infant defendants, averring

that, further than said papers in said cause say, they know not, and submit their case to the Court &c - and afterwards to wit on the same day and year last aforesaid, the said complainant filed a general replication to said answer, and afterwards to wit, on the ~~[illegible]~~ 14th day of April A.D. 1841, said cause came on to be heard upon the bill, answer of the said Lawrence Corbin, and the infant defendants, by Olivary Carey their guardian ad litem, replication and the exhibits, and testimony, the defendant Martha C. Stewart, and Wm Stewart, her husband, Geo A. Symes, Abram B. Hove, Virginia Washington and Henry Washington her husband, and Louisa Snowden, and Edgar Snowden her husband, and L. M. Symes, still failing to appear, plead, answer or demur, to said Bill, and was argued by counsel, on consideration whereof, it was considered and decreed as follows, that said defendant Martha C. Stewart and Wm Stewart her husband, Geo A. Symes and Abram B. Hove, Virginia Washington and Henry Washington her husband and Louisa Snowden, and Edgar Snowden her husband, within sixty days, should execute and deliver to said complainant in said original bill, a ~~deed of release for any and all right~~ good and sufficient deed in fee simple, with covenants of general warranty, to one undivided sixth part of the lands mentioned in said Complainants bill, to wit survey No. 4405. Virginia Military land, and that the said Symes, within the same time, execute and deliver to complainant, a deed of release for any and all right, and interest he may hold in the same - and that in default of such conveyance by said defendants or either of them as aforesaid

that said decree should ~~stand~~ operate as such ever
vexatious, and that the bill as to said infant
defendant should be dismissed, and that said
Lawrence Arbuckle should within sixty days, pay
the costs &c. a certified copy of which said proceedings
in said original cause will be produced on the
hearing of this cause,
and your orator avers that he is aggrieved by
the said proceedings and decree, and ought not
to be bound thereby, and that the said
decree is erroneous and ought to be reversed;
and your orator according to the course of this
court, for cause of error assigns the following -
1 That your orator being a resident of the said
County of Hamilton as in said Original Bill
set forth, was never served with a subpena in said
cause, nor was any subpena in said cause
ever issued against him -
2. That your orator should in and by said decree have
been protected in his lien upon said property conveyed to
him, lying in Union County, so far as might be ne-
cessary to save him from loss, by a failure of title
in to said land sold to him, lying in Hardin County -
Your orator therefore prays that a writ of subpena
may issue and an order of publication be had in
the premises, and that the said Levi Phelps
Lawrence Arbuckle, and the said heirs of Benjamin
Stephens whose names are hereinbefore set forth, may
all be made defendants hereto, and may be compelled
to answer all and singular the premises. That said
proceedings & decree may be reviewed and reversed, and
that your orator may be relieved in all & singular
the premises, according to equity and good conscience.

By Swan & Andrews -
his Solicitors

J M Guyan

vs } Proof Publication

J Ashton et al

Filed July 29th 1846
John Cassil, Clerk

NOTICE.

Lawrence Ashton, John Stewart and Martha C. Stewart, George N. Grymes; Abraham B. Hooe, Henry Washington and Virginia Washington, Edgar Snowden and Louisa Snowden, are hereby notified, that on the eighteenth day of March 1846, a bill of review was filed in the court of common pleas of the county of Union, and State of Ohio, by Llewellen M Gwynne, of the county of Hamilton, and same State; which said bill of review seeks to reverse so much of a decree in chancery, rendered in said court of common pleas of Union county, at their April term, A. D. 1841, in which Levi Phelps was complainant, and said Gwynne, and the above named persons, and the other heirs of Benjamin Grymes, were defendants, as ordered the above named defendants to convey to said Levi Phelps within sixty days thereafter, one undivided sixth part of survey in the Virginia Military District No. 4405, lying in said Union county, and the said Gwynne, within the same time, to release his interest in the same, and in default of said conveyance, that said decree should stand as such conveyance. And said defendants are further notified that unless they appear and plead, answer, or demur to said bill of review, within sixty days after the next term of said court, the said Gwynne, at the next subsequent term thereafter, will ask a decree, as by confession, against said defendants.

SWAN & ANDREWS,
Sol'rs. for L. M. Gwynne.

April 25, 1846. *6

Printers fee $5.00

Llewellen M Gwynne
vs
Lawrence Ashton et al

} In Chancery
Union Common Pleas. Notice of pendency of bill

State of Ohio
Union County } ss

P. B. Cole publisher of the Argus a weekly news paper published in Marysville and of General circulation in said county makes oath and says that a notice (a copy of which is hereto attached) ~~single~~ was regularly published for six consecutive weeks in said paper commencing on the 25th day of April 1846

P. B. Cole

Sworn to and subscribed in open court July 29 1846
affidavit 12.

John Cofer, Clerk

Union Com^n Pleas

Llewellyn M. Gwynne

v.

Levi Phelps. et ther

Sub p: in Chancery

Service — $0.35
Copy — 15
Mileage — 5
55

Wm McRobinson
Sheriff

Filed March 14th 1846
John Cassil, Clerk

Received this writ March 18th A.D. 1846
by a certified copy of this writ —
Wm McRobinson Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Levi Phelps.

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 & others by Llewellyn M. Gwynne

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 18th day of March A. D, 1846.

John Cassil Clerk of Com. Pleas.

to exhaust said land, so subsequently disposed of, before disturbing this respondent.

And this respondent, further answering, says that at the time of the commencement of said suit in Chancery of Levi Phelps against Lawrence Ashton and others it was well known that said Llewellyn M. Gwynne had left the State of Ohio and gone to Europe, intending to be long absent, and without definitely fixing a period of return. On that account it was omitted to issue a subpoena against him, and he was regularly made a party by publication.

And this respondent, having now fully answered, prays to be hence dismissed with his reasonable costs, &c. By

Allison & Lemy
Solr. for Deft.

Llewellyn M. Gwynne
vs.
Levi Phelps, et al
Chy.

Phelps' answer.

Filed Sept 5th 1846
John Caplinger, Clk

Allison & Lemy
Attorneys.

The Separate Answer of Levi Phelps to the Bill in Chancery exhibited in the Court of Common Pleas of Union County, against him and others, by Llewellyn M. Gwynne.

The said Levi Phelps now comes, and for answer to the said bill of the said Llewellyn M. Gwynne says that the record and proceedings in the original suit in Chancery of Levi Phelps against Lawrence Ashton and others, are truly set forth in Complainants said bill;

And this respondent, further answering, says that he is informed and believes that there never was any equity in the lien or claim which said Complainant pretended to have upon the share of said Lawrence Ashton in the Grymes lands, predicated upon the alleged sale of land in Hardin County by said Ashton to said Complainant; — And this respondent further says that his equity, which was sustained by the Court in the decree which the Complainant now seeks to reverse, was of older date than the conveyance of said Ashtons share of the Grymes lands to the Complainant Gwynne; and if the Court, in their said decree had protected said pretended lien or claim of said Gwynne, or if this Court should now determine to enforce the same, there is a quantity of said Ashton's share of the Grymes lands (which said Ashton disposed of after the said decree was made in favor of this respondent) amply sufficient to satisfy such lien or claim, and the Complainant ought to be compelled

No. 46-CH-8

Union Common Pleas Court.

Ambrose Cross, Plaintiff,

AGAINST

James H. Morrison, Defendant.

JUL TERM. 1846

Partition

Decree for Plff.

Journal 3 Page 455 305-306-307

Record No. 4 Page 6-87

Ex. Doc. Page

Union Common Pleas:

Ambrose Croft
vs.
James H. Morrison, et al.

Petition for Partition

Filed April 3° 1846
John Cassil Clk

Copied

Allison & Curry
Attornies.

23

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

Your Petitioner, Ambrose Croft, of Harpers Ferry, in the State of Virginia, represents that he has a legal right to and is seized in fee simple of one undivided moiety of the following real estate situate in the County of Union and State of Ohio, being part of Virginia Military Survey No. 5646, and bounded and described as follows, to wit: Beginning at a red oak and white oak, beginning corner of the original survey No. 5646 in the name of Thomas Worthington, but patented to assignee Daniel Bedinger; Thence N. 83° W. 215 poles to a stake in the original line; Thence crossing said survey N. 7° E. 320 poles to a stake in another line of the original survey; Thence S. 83° E. 215 poles to a Lynn, beech, and ash, another corner to the original survey; Thence S. 7° W. 320 poles to the beginning; — Containing Four Hundred and Twenty five acres, more or less.

And your petitioner further represents that James Horace Morrison and his wife Margaret Morrison of the City of Richmond in the State of Virginia, are tenants in common with your petitioner in said premises.

Your petitioner therefore prays that partition of said lands may be made, and that the portion thereof to which he is entitled may be set off to him in severalty.

By Allison & Curry
his Attys.

Ambrose Cross

v

James A. Morrison
& Wife —

Service - - - $1.00
Milege - - 60
$1,60

Commissioners fees $6-00
Surveyors fee $2-00
Chain carriers $1-50

Wm M Robinson
Sheriff

Filed July 30th 1846
John Cassil, Clerk

I have Executed this writ by the oaths of the within named Commissioners, whose report is herewith returned
July 30th AD 1846 — Wm M Robinson Sheriff of Union County

Ambrose Crop
vs.
James H. Morrison & Wife } In Partition

On motion, and it appearing to the satisfaction of the Court that due Notice has been given by the petitioner, according to law, and no sufficient reason appearing why partition should not be made of the lands and tenements in the petition named it is therefore ordered, adjudged and decreed by the Court that partition be made in favor of the demandant, ~~and the other parties~~ and that the Sheriff of this County, by the oaths of William Hamilton, Joshua Marshall and ~~R. M. Barnes~~ James W. Evans three judicious disinterested freeholders of the vicinity, do cause to be set off and divided to the said demandant Ambrose Crop one equal moiety of the said lands and tenements in the said petition named, and that he return his proceedings without delay

I, John Cassil Clerk of the Court of Common Pleas. of Union County Ohio Certify the foregoing to be a correct Copy of the Journal Entry in the above Case entered at the July Term. A.D. 1846.
Witness my hand and official Seal this 29 day of July A.D. 1846
John Cassil Clerk

Ambrose Cross

vs

James P. Morrison
& Wife

Report of
Commissioners

Filed July 30th 1846
John Capel, Clerk

Cost bill [illegible]

Recorded

Ambrose Cross
vs
James H Morrison &
Margaret Morrison his wife

Partition. Union
Co. Common Pleas.

We the Commissioners appointed in this cause, to make partition of the following real estate, situate in the County of Union and State of Ohio, being part of Virginia Military Survey No. 5646, and bounded and described as follows, to wit: Beginning at a red oak and white oak, beginning corner of the original Survey No. 5646 in the name of Thomas Worthington, but patented to assignee Daniel Bedinger: Thence N. 83°. W. 215 poles to a stake in the original line; Thence crossing said Survey N. 7°. E. 320 poles to a stake in another line of the original Survey: Thence S. 83°. E. 215 poles to a Lynn, beech, and ash, another corner to the original Survey; Thence S. 7° W. 320 poles to the begining, containing four hundred and twenty five acres more or less.- between Ambrose Cross and James H Morrison and Margaret Morrison his wife, and having been duly sworn, upon actual view of the premises, do ~~assign~~ set off and assign to the said Ambrose Cross, in severalty, for his share of said lands, so much thereof as is contained within the following limits. Beginning ~~at a stake in the centre of the East line of said Survey No. 5646, intersected by the beech stumps, thence N. 83° W. 215 poles to a stake~~ at a Lynn beech, and ash the original North East Corner of said Survey No. 5646, thence S. 7° W. 176 poles to a stake in the centre of the East line of said Survey, intressed by three beech stumps- thence N. 83° W. 215 poles to a stake in the centre of the west line of the tract of land hereby partitioned, thence N. 7°. E. 176 poles to a stake in the Original North line of said Survey, thence S. 83°. E. 215 poles to the Begining containing Two hundred and thirty six and one half acres more or less.-

We do likewise set off and assign to the said James H Morrison & Margaret Morrison

his wife, in severalty for their share of said lands so much thereof as is contained within the following boundaries, - Begin-ing at a red oak and white oak, the begining and South East Corner of said Survey No. 5646. - thence N. 7°. E. 176 poles to a stake in the centre of the original east line of said survey and corner to land hereby partitioned to Ambrose Cross, thence with said Cross's South line. N. 83° W. 215 poles. to a stake in the centre of the west line of the land hereby partitioned. South West Corner of said Cross's land, - thence S. 7°. W. 176 poles to a stake in the original South line of said survey, and South West corner of land hereby partitioned, thence S. 83°. E. 215 poles to the place of begining. Containing Two hundred and thirty six and one half acres more or less.

Given under our hands this 30th day of July A.D. 1846

William Hamilton
Joshua Marshall
James W. Evans

Commissioners

Fees

Wm Hamilton	2 days	$2.00
Joshua Marshall	2 days	$2.00
James W Evans	2 days	$2.00

Wm Hamilton. Surveyor		$2.00
Joshua Marshall Chainer		.75
James W. Evans "		.75

Chancery Case File

Case No. 1846-CH-0009

-1

No. 46-CH-9

Union Common Pleas Court.

William M Robinson
Plaintiff,

AGAINST

Lucinda Elliott
Defendant.

MAY TERM, 1847

Sale of Land.

DECREE FOR PLAINTF

Journal 4 Page 14

Record No. 5 Page 57

Ex. Doc. Page

The Clerk will issue a subpoena; directed to the Coroner of Union County.

Allison & Curry
Atty's for Petitioner.

In Union Com Pleas

Wm M. Robinson
Guardian of Lucinda
Elliott.
vs
Lucinda Elliott

Filed April 3. 1846
Jno Cassil Clk

Allison & Curry

C. 28

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

William M. Robinson of the County of Union aforesaid, guardian of Lucinda Elliott a Lunatic, and minor child of Richard Elliott late of said County, deceased, represents, that the said Lunatic is seized in fee simple, of an undivided moiety of a certain lot of land, situate, in the County of Union and State of Ohio, being part of Survey No 4074 - begining at a dogwood and ash - the Southwest Corner of land sold and conveyed to Jeremiah Amine - thence with Amines line N. 10. W. 107 poles to a stake - thence S. 80. W. 150 poles to a stake in the West line of said survey - thence with said original line S. 10. E. 107 poles to 3 sugars and a beech the original S. W. Corner of said survey - thence S. 80. E. 148 poles to the begining containing one hundred acres more or less. - That it is necessary, in order to defray the Costs and charges of the inquisition of Lunacy, and for the maintenance of said Lucinda that all her interest in said estate should be disposed of; Your petitioner therefore prays that said Lucinda may be made defendant to this petition, that she may answer the same by her guardian Ad Litem, to be appointed by this Court, and that your petitioner may be authorized to sell and convey all the interest of the said Lunatic and Minor in and to said real estate, under such regulations as are provided by law.

By Allison & Carey, his Attys.

Union Com Pleas

W. M. Robinson Ad

vs

Lucinda Elliott

Subp:

Service —	a. 35
Mileage — —	5
Copy —	1 5
	45

James Riddle
Coroner

Filed April 14. 1846
John Davis

C. 12

Served this writ by delivering a certified copy of this writ to James Riddle Coroner

April 13th 1846

The State of Ohio, Union County, ss.

TO THE ~~SHERIFF~~ Corner OF THE COUNTY OF UNION GREETING:

We command you, that you summon Lucinda Elliott

to appear before the Judges of our Court of Common Pleas, at the Court House, ~~on the First day of the Term next ensuing,~~ forthwith to answer a Petition in Chancery, exhibited against her by Wm. Robinson Guardian &c

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 April A. D, 1846

John Cassil Clerk of Com. Pleas.

I hereby certify that the within named Cyprian Lee, James Turner, & James S. Alexander were by me this day duly sworn as appraisers of said described land

Witness John Capsil Clerk of the Court of Common Pleas Union County Ohio this 29th day of July A.D. 1846 — John Capsil, Clerk

Union Court Pleas.
Wm M. Robinson
Guardian &c
vs
Lucinda Elliott
Order of Appraisement

Filed July 29th 1846
John Capsil Clerk

Cost bill made

Recorded

We the undersigned having been appointed by the Court of Common Pleas of Union County Ohio — to appraise the Interest of Lucinda Elliott it being the undivided Half of the within described Real Estate, after having been duly sworn as the Law requires, and upon actual view of said premises do appraise the same at Two hundred fifty Dollars

Given under our hands & seals this 29th day of July A D 1846

fees of Appraisers $1,50

Cyprian Lee (Seal)
James Turner (Seal)
S. S. Alexander (Seal)

The State of Ohio } I hereby Certify the
Union County } following entry to be
Correctly taken & Copied from the Journals
of ~~the~~ Court of Common Pleas of Said
County

Wm M. Robinson } On Motion of Allison & Curry
Guardian } Counsel for the petitioner
~ } It is ordered that Cyprian
Lucinda Elliott } Sen James Turner and
James S. Alexander being
first duly sworn, do upon actual view of
the premises make a just valuation of the
One undivided half part, being the interest
of the Said Lucinda Elliott a Lunatic
in the following real estate to wit — "Part of
Survey No. 4074. Beginning at a Dogwood
and ash the South West Corner of land Sold
and Conveyed to Jeremiah Arvine, thence
with Arvines line N. 10 W. 107 poles to a
Stake, thence S. 80 W. 150 poles to a Stake
in the west line of Said Survey thence
with Said Original line S. 10 E. 107 poles
to 3 Sugars and a Beech the Original
S. W. Corner of Said Survey thence S 80 E
148 poles to the Beginning Containing
One hundred Acres more or less and that
they return such Valuation Forthwith

Witness John Cassil Clerk of
Said Court at the Court
House aforesaid this 28th day
of July AD 1846.

John Cassil Clerk.

Filed July 31st 1866
John Lapsley Clk

Wm. M. Robinson Guardian } In Union Com
vs } Pleas.
Lucinda Elliott } Petition to sell.

I John Cassil being duly sworn depose and say that I believe it necessary that the land of the said Lucinda Elliott described in said petition should be sold for the payment of the costs and charges in the Inquisition of Lunacy upon the said Lucinda - and for her support.

John Cassil

Sworn to in open Court
this 31st day of July 1846

L. L. Herbert Clerk

[illegible] 0.75
Marbeck &
Bromsding 7.00

Inquest	$1-00	advertising	25
Mileage	20	Mileage	5
Copy of apmt	25	poundage	3,32
advertising	25	printers fee	3-00
Appearance	1-50		6,62
printers fee	3-00		620
	$6,20		$12,82
whole cost			

Guardian Cost — $5,32

Ira M Robinson
vs
Lucinda Elliott

Proof publication

Filed May 4. 1847
John Basil Clerk

State of Ohio
Union County } ss

Wm M Robinson Guardian
vs
Lucinda Elliott

Notice of Sale

P B Conaly appeared in open Court
P B Cole publisher of the Argus
a news paper published and in general
circulation in said County and
made oath that the notice
hereto attached was published
in said paper for ~~three~~ one consecutive
weeks Commencing March 30 1847

P B Cole

Sworn to & Subscribed in open Court
this 4th day of May 1847

John Cafsie Clerk

Guardian Sale.

WM. M. ROBINSON, Guardian, vs. LUCINDA ELLIOTT.—By virtue of an order to me directed from the Court of Common Pleas in and for the county of Union and State of Ohio, I will offer for sale at the door of the Court House in said county, on the 30th day of April, A.D. 1847, between the hours of 10 o'clock, A.M and 4 o'clock, P.M. the undivided half of the following described Real Estate, (it being the interest of the said Lucinda Elliott, a Lunatic,) to wit: Part of survey No 1074, beginning at a dogwood and ash the S W corner of land sold and conveyed to Jeremiah Amrine; thence with Amrine's line N 10 W 107 poles to a stake; thence S 80 W 150 poles to a stake in the W line of said survey; thence with said original line S 10 E 107 poles to 3 sugar trees and a beech the original S W corner of said survey; thence S 80 E 148 poles to the beginning, containing one hundred acres more or less. Terms—one-half in hand, one-fourth in six months, and the residue in one year, with interest from the day of sale, secured by mortgage. The said interest appraised at two hundred and fifty dollars. WM. M. ROBINSON,
Guardian.

March 31, 1847. n46w5prf,3,00

Wm W Robinson
Guardian
vs
Lucinda Elliott

Filed May 5th 1837
John Cassell Clk

Wm M Robinson Guardian } Union Comm Pleas

v s

Lucinda Elliott } Petition to sell Land

In pursuance of an order of Sale made at the July Term of said Court 1846 - I Gave notice of sale in due form of Law - and at the time and place mentioned in said notice for said Sale (to wit, at the door of the Court House in the Town of Marysville on the 13th day of October A D 1846 I offered said property at public vendue and which was not sold for want of bidder printers fee — $3.00 —

and also, to wit on the 30th day of October A D 1846 in pursuance to said order I offered the said property for sale at the door of the Court house by public out cry, having previously advertised the same for more than 30 days in the Argus a Newspaper published and in general circulation in the County of Union & sold the same to the Board of Commissioners of ~~Union~~ Union County ~~of Union~~ for the sum of One Hundred and ~~Sixty~~ Six Dollars and 66 & Two third Cents in being the Two Thirds of the appraised value thereof. and the highest & best bid therefor — printers fee — $3.00

Fees —

Wm M Robinson Guardian

Chancery Case File

Case No. 1846-CH-0010

No. 46-CH-10

Union Common Pleas Court.

David Chapman et al
Plaintiff,

AGAINST

James Elliott
Defendant.

AUG TERM 1847

DECREE FOR PLAINTF

Record
Indexed.

Journal 4 Page 36

Record No. 5 Page 115

Ex. Doc. Page

Union Common Pleas
In Chancery

Jno Elliott

v

David Chapman &
Lorenzo Beach

Bill

Filed April 4. 1846.
John Cassil Clk

Recorded

The Clerk will please
issue subpoena for
defendants returnable
to next term
April 1846

E McKay

paid
1.16

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

Complaining sheweth unto your honors your Orator James Elliott of the County of Franklin in said State, that on the seventh day of June in the year Eighteen hundred and forty two by the judgement and consideration of the of the Court of Common Pleas of the County of Madison in said State he recovered as well the sum of Six hundred and two dollars and eleven cents for his damages as also the sum of $10.67 for his costs and charges against James Gray and John Hagely of said Madison County and David Chapman of said Union County. upon which said judgement the accruing costs at this time amount to the sum of $15.77 which said judgement and accruing costs still remain wholly due and unpaid and said judgement in full force. And he further represents that said Gray Hagely and Chapman have no goods, Chattels, lands or tenements subject to levy in Execution by which said judgement can be in whole or in part satisfied and said James Gray has since been discharged by bankruptcy

And he further represents that on or about the 31st day of March in the year 1815 said Chapman was seized in fee of three hundred and eighty nine and an half acres of land situate in said Union County and described as follows viz: Beginning at a large Sassafras and two hickories on the lower side of Darbys Creek, lower Corner of Survey No. 3162 thence south 32° West 100 poles to a stake. thence N. 68° W 387 poles to a stake. thence N. 32° E 300 poles to a honey locust on the bank of said Creek thence down the Creek with the meanders thereof to the beginning, and being part of Entry No. 3162. in the Virginia Military District. That prior to the last mentioned date an Execution fi fa. had been ~~to~~ or had been attempted to be levied on said land by the Sheriff of said Union County as the property of said Chapman, wherein the Columbus Insurance Company was plaintiff and said Chapman and others defendants. And that on said 31st day of March said land was by the said Sheriff sold upon a vendi exponas in said Case last mentioned to one Lorenzo Beach of the County of Madison for the sum of $ $\frac{333}{100}$ dollars per acre. which said sale your Orator is informed was duly confirmed and a deed made to said Beach.

And he further represents that he is informed and believes that the judgement of the Columbus Insurance Company upon which said land was or was attempted to be sold to said Beach was prior to said sale nearly all paid up, and that said Beach only paid upon his purchase about the sum of sixty dollars. And that said Beach made said purchase for the use and benefit of said Chapman and not for his own use or benefit, ~~[illegible]~~. And he further charges that said Chapman is the owner of other Legal or equitable interests in land which he has concealed and keeps from Record and and a large amount of personal property in the hands of persons unknown to your Orator. And that he has large sums of

money due him the defendant on Book account by notes of hand and otherwise from sundry persons

unknown to your Orator and which are so kept and used as to prevent the same going to the payment of his just debts. All of which doings are inequitous and tend to the manifest injury of your Orator in tender consideration whereof and in as much as your orator is without remedy in the law side of this court and can find relief only where frauds are cognizable your Orator therefore prays that the said David Chapman and Lorenzo Beech may be made defendants and that they may be compelled to answer all and singular the alligations of this Bill upon their corporal oaths and that said Beech set forth what interest he has in said land so bought by him as aforesaid and especially that Chapman state

1st What interest has he retained in said land sold to Beech as aforesaid

2nd What other land and equities in land he holds where situate how described and his title thereto

3rd What sums of money are due him by Book account, note of hand or otherwise with the name and residence of the persons holding or owing them specifically and particularly

4 What personal property he uses and possesses claimed by others and for what claims

5 What interest and where and wherefore has he claims upon personal property goods & chattels in the possession of others

And your Orator prays that after the said discoveries such equities and claims and property may be ordered to sale for the payment of your Orators said judgment and costs and that your Orator may have other and further relief in the premises as equity may warrant and justice require and as in duty bound he will ever pray &c

By Backus & Lawrence
his Solrs

issue Subpoenas Returnable on the first day of Next Term to the Sheriff of this County for Said Chapman and to the Sheriff of Madison for L Beech

Clk Com Pleas
Union County

Backus & Lawrence
Sols for Compt

Union Com. Pleas

James Elliott

vs

D. Chapman et al

Amended bill -

Filed April 15. 1846
John Cassil Clk

Clk will issue subp for
Atchinson & Shaff of
Champaign Co
E Backus

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

James Elliott vs David Chapman et al.

Your Orator by way of amendment to his original bill herein filed, leave for that purpose being had, further represents that the defendants Chapman and Beach colluding and confederating with one Cephas Atkinson of the County of Champaign in said State to cheat and defraud your orator and to prevent him from collecting his judgement aforesaid about the first day of April in the year 1845. caused ~~and~~ or procured either the legal or equitable title to the land aforesaid to be conveyed to the said Cephas Atkinson, who as your Orator is informed believes and charges now claims to hold and own all the estate of said Chapman in said land. Whereas your Orator charges ~~that~~ the contrary thereof to be true, and that if the said Atkinson has any interest in or claim to said land or the interest of said Chapman in therein, he holds the same in trust for the use and benefit of said Chapman. Your Orator therefore further prays that said Cephas Atkinson may be made a party defendant to this and his original bill, and that he may answer the same as fully and particularly as if the same were here again repeated and he thereto specially interrogated. And that upon the final hearing hereof he prays as in his original bill. and that said Atkinson may in the mean time be injoined from passing or in any wise disposing of or altering the interest of said Chapman in said land. And he prays subpoena &c.

James Elliott.

C Backus
Sol for Complt.

issued sub returnable forthwith

Union Com Pleas

James Elliott

—

David Chapman

et al

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Champaign *GREETING:*

We command you, that you summon Cephus Atkinson

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 him ~~by~~ & others by James Elliott

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 15th day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

Union Com^n Pleas

James Elliott

v

David Chapman and

Lorenzo Beach

To Union Co

Service - -	35
Mileage - -	50
Copy - - -	15
	$1,00

Wm W Robinson

Sheriff

Filed April 15. 1846

John Cassil Clk

Served this writ by leaving a certified copy of this writ at the residence of said David Chapman with his wife — by Samuel Robinson April 15th A D 1846 —

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 David Chapman ~~and~~

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, ~~Byrd~~, ~~Alanzo~~ Lorenzo Beach by James Elliott

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 4th day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

Union Com^n Pleas

James Elliott

vs

David Chapman &

Lorenzo Beach

Jo. Madison Co

Filed April 15. 1846

John Lafie clerk

I acknowledge service of this writ

April 6. 1846.

Lorenzo Beach

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Madison *GREETING:*

We command you, that you summon Lorenzo Beach

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 David Chapman by Daniel Elliott

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 4th day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

Union Com Pleas

David Chapman
ads } Ordinary
}

James Elliott

Filed June 12. 1846.
John Cassil Clk

David Chapman et al
ads
James Elliott

In Chancery
Mon Com Pleas

The separate answer of David Chapman one of the defendants to a bill in Chancery exhibited against himself and others by James Elliott in Monroe Com. Pleas

And the said David Chapman now comes and for answer to said bill or so much thereof as he is advised is material for him to answer unto, - says that he admits that the complainant obtained a judgement against himself James Guy and John Naugly in the Court of Com pleas of Madison County as charged in complainants said bill, he also admits that he was possed of the ~~Land~~ three hundred 89 acres of land ~~[illegible]~~ to the sale of the same to Lorenzo Beach as charged in said bill, and he further says that said Land was levied on ~~[illegible]~~ by an execution against this defendant as principal and the said Beach as his surety, on which claim the said Beach had paid a large sum of money for which ~~[illegible]~~ this defendant wished to let him have one hundred and fifty acres of said Land, - but the whole of said land being levied on it became necessary as we thought to have it all sold at Sheriffs sale in order that the said Beach might get his hundred and fifty acres clear of the incumbrance of the executions, accordingly the same was sold as charged in said bill and to the said Beach at Sheriffs sale, - This defendant taking from said Beach an agreement to reconvey to him the balance of said Land ~~after~~ over and above the one hundred and fifty acres sold to said Beach as aforesaid - which said agreement this defendant shortly afterwards sold to one Ephas Atkinson, - for which the said Atkinson has since and before the commencement of this suit entirely paid this defendant for

as follows to wit said Atkinson assumed the payment of a debt of Three hundred dollars owing by this defendant to one Moses Fullington, and the balance ~~of the purchase~~ due ~~money~~ for the said land, he paid this defendant in money, therefore this defendant has now no interest in said land either legal or equitable.

And this defendant further answering says that he has not any interest either legal or equitable in any other lands - except the following should be excepted such and interest, to wit eighteen acres of land inherited by his wife from her father, which was sold by this defendant ~~some years ago~~ and his said wife, some years ago but for which no deed has yet been made, but this defendant never was in possession of said land and does not consider that he has any interest in it, -- And this defendant further answering says in regard to the 3d interrogatory in said bill as it regards his debts due him, - he is not prepared to state with exact certainty the condition of his affairs in that respect. - but can say that all that he now recollects of being due him are a few unsettled accounts of dealings with his neighbors he also has a few small notes against some of his neighbors the largest of which is one against Abner Chapman of this County for about forty one dollars - but there is an unsettled account between ~~sa~~ this defendant and the said Abner which ~~will~~ will offset said note in part and probably altogether - the balance of both notes and accounts being small and in the same condition as it it regards unsettled accounts - And as to the 4th interrogatory concerning personal property in this defendants possession claimed by other persons. And the 5th ~~said~~ requiring information in relation this defendant claims any interest in personal property

goods and chattles in the possession of others, he denies the
both and positively says that he has not in his and possession
any personal property claimed by others, nor has he any interest
in personal property in the possession of others.—
And this defendant further denies all fraud and collusion
wherewith he stands charged— And having thus fully
answered prays to be hence dismissed with his costs
By P. B. Cole his Solr.

State of Ohio
Union County ss} Personally appeared before me a Justice
of the peace in and for said County David
Chapman who being first duly sworn by me deposed
that the several matters and things set forth in the
foregoing answer as from the information of others
he believes to be true, and that the several other matters
and things set forth from his own knowledge are true
in substance and in fact, as he verily believes
June 10th 1846, David Chapman

Subscribed and sworn to before me this 10th
day of June AD 1846
James B. Wilkinson J. P. (Seal)

Union Com Pleas

Lorenzo Beach

ads } Answer

James Elliott

Filed June. 20. 1846
John Carnil Clk

By P.B.C.

Lorenzo Beach et al
ad
James Elliott

Answer in Chancery
Union Com Pleas

The separate answer of Lorenzo Beach one of the defendants to a bill in Chancery exhibited against himself and others by James Elliott in the Court of Common Pleas of Union County.

And the said Lorenzo Beach comes and for answer to the said bill of the complainant or so much thereof as he is advised is material for him to answer says:-

--That it is true that he purchased at Sheriff Sale Three hundred and eighty nine acres of Land the same described in the complainant said bill - and further says that he purchased said land under the following circumstances - this defendant was surety for ~~the said~~ David Chapman (the former owner of said land) to the Insurance Company - on which debt said land was sold - and this defendant had paid a part of said debt for said Chapman for which said Chapman agreed to let this defendant have one hundred and fifty acres of said land, but the whole being incumbered with levy, this defendant thought best to buy it all at Sheriffs Sale, - and ~~gave the said Chapman his agr~~ and paid the balance due on said judgement which balance was over and above what this defendant was to give for the hundred & fifty acres, and this defendant gave the said Chapman a written agreement to reconvey to the said Chapman the balance of the land over the one hundred and fifty acres, being two hundred and thirty nine acres, but the reconveyance was not to be made untill the said Chapman should release this defendant from liability for being his surety to one Moses Fullington for the sum of

Three hundred dollars. — And this defendant further answers says that he received notice from one Cephus Atkinson ~~that he~~ some time last fall that he Atkinson had purchased from said Chapman the said agreement for the reconveyance of said land — and ~~the said Atkinson has~~ this defendants liability to said Fullington has been removed, ~~by~~ and the note taken up by the said Atkinson assuming the payment of the same to said Fullington, — And this defendant denies all fraud wherewith he stands charged, and says that all he has done in the premises was honestly done with the desire to secure himself from liability as surety, and with no intention to defraud any person, and having thus fully answered he prays to be hence dismissed with his costs.

By W. Beale his Sol

Lorenzo Beach

State of Ohio
~~Union County~~ } Personally came Lorenzo Beach before
Madison County } me a justice of the peace in and for said County, and made oath that the several matters and things set forth in this answer as from the information of others he believes to be true, and that the several other matters and things therein set forth are true in substance and in fact.

June 19th 1846

Farley Converse J. Peace

Chancery Case File

Case No. 1846-CH-0012

No. 46-CH-12

Union Common Pleas Court.

Jacob Bowersmith et al
Plaintiff,

AGAINST

John A Ryan et al
Defendant.

APR TERM 1848

JUD'G VS PLAINT'F

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Ex. Doc. Page

No 33

Union Common Pleas:

John A. Bryan
vs.
Jacob. Bowersmith, et al.

Bill in Chancery

Filed April 9th 1846.
John Cassil C.M.

Filed as to amended Bill
Nov. 26th 1846
John Cassil Clk

Recorded

Allison & Curry
Solicitors

To the Court of Common Pleas of Union County, Ohio, in Chancery Sitting:

John A. Bryan, of Columbus, Ohio, represents that in the year 1840 one Stephen Latimer purchased of One Jacob Bowersmith of Union County Ohio, the following described Real Estate, situate in the said County of Union, being part of Survey No. 2992, bounded and described as follows, viz: Beginning at an Ironwood and white oak S. South east Corner to Christian Myers; 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 a Sugartree, ash, and Ironwood N. E. Corner to Mr. McCauleys land; Thence N. 8° E. 80 poles to the place of beginning, Containing One hundred and Two acres and eighty perches; Also the following described tract of land, viz: Situate in said Union County, and being part of said Survey No. 2992; Beginning at a small beech in the line of Leonard Turner; Thence N. 81° E. 83 poles to an elm in the line of Jacob Bowersmith; Thence with said Bowersmith's line; N. 90° W. 50 poles to two Sugartrees Corner to J. McCauleys land; Thence with said McCauleys line S. 81° W. 77 poles to two Sugartrees in said Turner's line; Thence with his line S. 80° E. 50 poles to the beginning, Containing Twenty five acres. — That your Orator, in the year 1841, purchased said Real Estate from said Latimer; That there then remained due to said Bowersmith from Said Latimer Four Hundred dollars of the purchase money for said Real estate, for which sum of four Hundred dollars your Orator executed to said Bowersmith his

note of hand, a part of which he subsequently paid to the said Bowersmith. — Your Orator further states that McIlvaine, Snyder, & Co. obtained a Judgment at law against him, on the 19th of May 1840, for $771,13 together with $12,84 costs; and that the Bank of Wooster obtained a Judgment at law against him, on the 3rd day of May 1842, for $2051,50, together with $ costs, — said Judgments were rendered in the Court of Common Pleas of Franklin County Ohio, and executions under the same issued to the Sheriff of Union County aforesaid in the Year 1844, and were by said Sheriff levied upon said Real Estate, — your Orator having fully paid off the said judgment in favour of McIlvaine Snyder & Co. previously levied — Your Orator further states that previous to the time of said levy by said Sheriff of Union County, other executions had issued under said Judgments in favour of the Bank of Wooster against your Orator, by virtue of which certain Real estate in the County of Williams belonging to your Orator Ohio, had been sold at a ruinous sacrifice, but the product or price of which had, never the less, ~~paid off the Judgment of said McIlvaine Snyder & Co. except about Twenty eight dollars, and~~ paid off the Judgment of the said ~~Bank~~ Bank of Wooster except about five hundred dollars. Your Orator further states that in the Year 1843 One Samuel Medary of Franklin County Ohio purchased the Judgment aforesaid of McIlvaine Snyder, & Co. after its payment in full by your Orator as aforesaid against your Orator, and also the Judgment aforesaid of the ~~Wooster~~ Bank of Wooster against your Orator; — That the said Sheriff of Union County on the 10th day of September 1844 regularly offered said Real Estate for sale under said executions to him issued as aforesaid, and struck off the same to said Samuel Medary for the sum of $ a sum much more than ~~amply~~ sufficient to pay the then unpaid

balance of said judgment of said McIlvaine, Snyder, & Co. and of said Bank of Wooster against your Orator, and also to pay to said Bowersmith the unpaid balance of the said Note given him as aforesaid by your Orator. — Your Orator further states and charges that upon the return of said sale being made to said Court of Franklin County by said Sheriff of Union County, said Medary procured and caused the same to be set a side — And your Orator further states that on the 12th day of October 1844 the said Bowersmith filed in the Court of Common pleas of Union County aforesaid his Bill in Chancery, setting forth the sale of said Real estate by said Bowersmith to said Latimer as hereinbefore stated; and setting forth the sale of the same by said Latimer to your Orator, as herein before stated; and also the execution by your Orator of his note of hand to said Bowersmith for four hundred dollars, the balance of purchase money due said Bowersmith, as herein before stated; and also the subsequent payment of One Hundred dollars thereof by your Orator to said Bowersmith; and setting forth the issuing of said executions in favor of McIlvaine, Snyder, & Co. and the Bank of Wooster against your Orator, as herein before stated; and also the sale of said Real Estate by said Sheriff of Union County, under said executions, to said Samuel Medary, as herein before stated; and setting forth and charging that said McIlvaine, Snyder and Co. and said Bank of Wooster, and said Samuel Medary all had notice of said Bowersmith's lien upon said land for the balance of the purchase money, before said sale

was made by said Sheriff of Union County to said Medary; and also that said money arising from said sale would be sufficient to satisfy both of said executions, and leave in the hands of said Sheriff of Union County about four hundred dollars; and the prayer of said Bill was that said Samuel Medary and said Sheriff of Union County and your Orator might be made defendants to said Bill, — that an account might be taken of the amount still due said Bowersmith, and that said Sheriff of Union County might be ordered to pay to him the amount found to be due, out of the money arising from said sale, and the general prayer for relief. — Your Orator further states that he had no notice of the pendency of said Bill of said Bowersmith, and no legal notice thereof was ever given him; that at the time of filing said Bill and the issuing of the subpoena under the same, only a portion of the family of your orator resided in the City of Columbus, Ohio; and your Orator, at that time and at the time when a copy of said subpoena was left at his late residence in said City of Columbus by the Sheriff of said Franklin County, had left the United States, and was upon his outward voyage, under the appointment and instructions of the Government of the United States, to take his residence for an indefinite period near the government of the Republic of Peru, as Chargé D'Affaires for the Government of the United States; and your Orator avers that he did remain near the government of Peru aforesaid until long after the decision of said suit in Chancery of said Bowersmith, and never had any actual notice of the pendency thereof until after the decision thereof. And

your Orator further states and charges that the said Samuel McDary, conspiring and confederating with the said Jacob Bowersmith and other persons to your Orator unknown, for the purpose of fraudulently and unjustly injuring and oppressing your Orator, by depriving him of all benefit of the payments made as aforesaid by the sale as aforesaid of his said Real Estate in Williams County, and compelling him to pay a second time for the benefit of said McDary and his said Confederates, the amounts previously paid upon said Judgt of said McIlvaine, Snyder & Co. and the Judgt. of the said Bank of Wooster, did in pursuance of his said purpose of fraud and oppression procure and cause the said sale made by said Sheriff of Union County to be set aside as aforesaid; and the said McDary in further pursuance of his said purpose of fraud and oppression, filed his answer to said Bowersmith's said Bill, out of rule, by consent of said Bowersmith, and therein alleges that said Judgts. of said McIlvaine Snyder & Co. and the Bank of Wooster remained wholly unpaid; and your Orator avers that no evidence or exhibits showing the amount still due upon said Judgts were adduced in said Cause, but the said McDary and his said Confederates prepared a decree upon the basis of said McDary's said false avowment in his said answer (not resting on him to said Bill), and said decree was afterwards erroneously entered in said Cause, thereby finding and decreeing as still due to said Bowersmith the sum of $366,00 and to said McDary the whole of the original amounts of said Judgments of said McIlvaine Snyder & Co. and the Bank of Wooster, with interest from the rendition thereof, and that your Orator should pay said sums within ten days; or that

in default then of the said Sheriff of Union County should proceed to sell said Real Estate as upon executions at law, and bring the Money into Court; Your Orator further avers that said Real estate has not been sold under said decree, but the same is now advertised for sale by said Sheriff of Union County; And your Orator avers that he is injured and aggrieved by said decree and that the same is erronious and ought not to have been rendered, and that he ought not to be bound thereby;

Your Orator therefore prays that said Jacob Bowersmith and Samuel Medary may be made defendants to this Bill; That the writ of subpoena may issue; That the said Defendants be required and compelled to answer all and singular the premises; That said proceedings and decree may be reversed and reversed; and that your orator may be relieved in all and singular the premises, according to equity and good Conscience.

By Allison & Curry,
his Solicitors.

The Clerk will please issue Subpoenas for Jacob Bowersmith, to the Sheriff of Union County; and for Samuel Medary to the Sheriff of Franklin County.

Allison & Curry
Sol's for Complainant.

7845

Union Com Pleas

John A Brown
vs
Benjamin A Medary

Order of Sale

Filed Oct 6th 1847
John Cassie Clk

Received this Writ Aug 21. 1847. In obidience to the within command I duly advertised the within described real estate for sale by publication in the Argus a Newspaper paper published and general Circulation in Union County, Ohio: I afterwards, to wit: on the 5th day of October A.D. 1847 in pursuance of said notice proceeded to offer said real estate for sale by public auction at the door of the Court House in the Town of Marysville in said County. not sold for want of bidders.

Fees— mileage 5
Advertising 25
Service 35
Pr fee $3.75

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County Greeting

Whereas at the May term of the Court of Common Pleas continued & held for said county on the 7th day of May A D 1847 in a certain Cause in Chancery there in pending wherein John A Bryan Complainant and Jacob Bowersmith & Samuel Medary Defendants the Court Ordered and decreed that you expose to sale the premises in the bill described as follows to wit, part of Survey No 2992. begining at an Ironwood and white oak south east Corner to Christian Myers thence S 8° E. 205 poles to a hickory & red oak S.W. corner to Asa Robinson thence S 8° W. 80 poles to a maple S.E. corner to Daniel Duvalls land thence N 8° W. 205 poles to a sugar tree ash and Ironwood N.E. Corner to M.Cleavays land thence N 8° E. 80 poles to the place of begining containing One hundred and two acres & eighty perches also the following described tract of land to wit, part of survey No 2992 begining at a small beech in the line of Leonard Turners. thence N 81° E. 83 poles to an Elm in the line of Jacob Bowersmith thence with said Bowersmith's line N 9° W. 50 poles to two sugar trees Corner to S M Cleavays land thence S 81° W 77 poles to two sugar trees in said Turners line thence with his line S 8° E 50 poles to the begining containing twenty five acres to satisfy Jacob Bowersmith in the sum of three Hundred & sixty six dollars with interest from the 29th day of October A D 1845 & costs also to satisfy Samuel Medary the sum of six hundred & eighty dollars & eighty four cents & costs of suit and accruing costs on said decree and make report of your proceedings herein to the next term of ~~the~~ said Court,

Witness John Cassil Clerk of said Court this 21st day of August A D. 1847

John Cassil Clerk

Union Common Pleas

J. H. Bryan
vs
Dennison Mitchell et al

Filed Aug 30 1847
John Casad Clk

Received this writ June 1st 1847. ~~Attorney~~ ~~advertised~~ In obedience to the within command I had the within described real estate appraised by the oaths of William Hays, James H. Fish and William Kirtland as follows to wit: the 102½ acres at $16.25 per acre and the 25 acres at $7.33⅓ per acre June 21. 1847 and duly advertised the same for sale by publication in the Argus A paper published and 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 1847 in pursuance of said notice proceeded to offer said real Estate for sale by public auction at the door of the Court House in the town of marysville in said County and not sold for want of bidders. Fees – mileage 10 miles 50

inquest	1.00
Appraisers fee	150
advertising	25
copy of Appraisement	25
Printers fee	4.00

Philip Snider Sheriff

A true copy of a writ issued in the case of John Bryan vs Dennison Mitchell et al
Court, this 30th day of August A.D. 1847
John Casad Clerk

The State of Ohio Union County ss.
To the sheriff of said County, Greeting.

Whereas, at the May term of the Court of Common Pleas continued & held for said County, on the 7th day of May A.D. 1847 in a certain cause in Chancery therein pending, wherein John A. Bryan, Complainant, and Jacob Bowersmith & Samuel Medary, Defendants, the Court ordered & decreed that you expose to sale the premises in the bill described, as follows, to wit; Part of survey No. 2992, begining at an ironwood and white oak southeast corner to Christian Myers: thence S. 8° E. 205 poles to a hickory & 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 a sugartree, Ash, and ironwood N. E. corner to Mc Cauley's land; thence N. 8° E. 80 poles to the place of begining containing one Hundred & two acres & eighty poches: Also the following described tract of land, to wit; part of survey No 2992 Begining at a small beech in the line of Leonard Zumer's thence N. 81° E. 83 poles to an elm in the line of Jacob Bowersmiths; thence with said Bowersmiths line: N. 90° W. 50 poles to two sugar trees corner to J. Mc Cauleys land, thence S. 81° W. 77 poles to two sugartrees in said Zumers line thence with his line S. 80° E. 50 poles to the begining containing twenty five acres; to satisfy Jacob Bowersmith, in the sum of three Hundred & sixty six dollars, with interest from the 29th day of October A.D. 1845 & Cost Also to satisfy Samuel Medary the sum of six hundred & eighty dollars & eighty four cents & costs of suit and accruing cost on said Decree: and make report

Received this writ January 12, 1848.
I duly advertised the within described real estate for sale by publication in the Argus & News=paper published and in general circulation in Union County for thirty days previous to the day of sale. I afterwards to wit: on the 19th day of February A.D. 1848 between the legal hours of one o'clock A.M. & four o'clock P.M. I offered the within described real estate for sale by public outcry at the door of the Court House in Marysville and sold the same to Sheldon Smith for the prices following. to wit: the 102½ acres at $12.25 per acre and the 25 acres at $7.25 per acre he being the highest and best bidder therefor and that being more than two thirds the appraised value thereof.

Fees= mileage	5
Advertising	25
Pr. fee	4.00
Service	35
Poundage	24.36

Philip Snider Sheriff

Union Com Pleas
John A. Bryan
vs
Boreesmith Tilladay
Order of Sale
Filed April 25, 1848
John Cassie clk

The State of Ohio Union County ss

To the Sheriff of Said County Greeting;

Whereas at the May term of the Court of Common Pleas Continued & held for said County on the 7th day of May AD 1847. in a certain Cause in Chancery therein pending wherein John A Bryan Complainant. And Jacob Bowersmith & Samuel Medary Defendants the Court Ordered and decreed that you exposed to sale the premises in the bill described as follows to wit, part of Survey No 2992 begining at an Ironwood & White Oak South east Corner to Christian Myers thence S 8° E 205 poles to a hickory & red Oak S. W. Corner to Asa Robinson thence S 8° W 80 poles to a Maple S. E. Corner to Daniel Duvall Land thence N 8° W 205 poles to a Sugartree Ash and Ironwood N. E. Corner to McCauley's land thence N 8° E 80 poles to the place of begining Containing One hundred & two Acres & eighty perches also the following described tract of Land to wit, part of Survey No 2992 begining at a Small beech in the line of Senard Turner thence N 81° E 83 poles to an Elm in the line of Jacob Bowersmith thence with Said Bowersmiths line N 90° W 50 poles to two Sugartrees Corner to J McCauley land thence S 81° W 77 poles to two Sugartrees in Said Turners line thence with his line S 80° E 50 poles to the begining Containing twenty five Acres to Satisfy Jacob Bowersmith in the Sum of three Hundred & Sixty Six Dollars with interest from the 29th day of October AD 1845. and Costs. Also to Satisfy Samuel Medary the Sum of Six hundred and eighty dollars & eighty four cents and Costs of Suit, and Accruing Costs on Said Decree. and make report of your proceeding herein to the next term of Said Court.

Witness John Cassil Clerk of Said Court this 12th Day of January AD 1848

John Cassil Clerk

Union Com Pleas

Jacob Bowersmith
ads
John A Bryan

Answer
in Chy

Filed June 16. 1846
John Cassil Clk

By P.B.C.

Jacob Bower Smith et al
ads
John A Bryan

Answer in Chancery
In Union Common Pleas

The separate answer of the d Jacob Bower Smith to the bill in Chancery exhibited against himself and others by John A Bryan

And the said defendant comes ~~and~~ for answer to the complainants said bill or so much thereof as he is advised is material for him to answer to.

— Says that the statements made by the complainant in his said bill in regard to the sale of the land by this defendant to him, — and the note from Complaint to ~~this~~ defendant for the balance of the purchase money — as well as the execution and levy on the land for the benefit of Samuel Medary — this defendant believes to be true, it is also true that said land was ~~sold~~ offered at Sheriff Sale by the Sheriff of Union County and bid off by said Samuel Medary, — and afterwards said sale was set aside. On motion to the Court, — in consequence of the said Said Medary becoming convinced that this defendants claim was a lien ~~on the~~ on the said premises preferable to the claims held by the said Medary — ~~This also~~ and this defendant further answering says that it is true that this defendant did on the day of October 1844 file his bill in Chancery against the said Bryan Medary & the Sheriff of Union County disclosing his said lien on said land, — and caused process to be regularly served upon the said defendants to his said bill, that process was returned by the Sheriff of Franklin County served on the said Bryan by leaving a copy at his residence and place of abode — which service the defendant charges was valid & legal

And this defendant further answering says that it is true that said Medary filed his answer to said bill out of rule by consent of this defendant or his atty, which consent was given as a matter of courtesy. And this defendant has not been able as yet to discover in what way said consent could prejudice the right of any of the parties, althought the plaintiff in this case seems to set up a claim that he has suffered in consequence thereof.

And this defendant further answer says that said Bryan was represented in court by an attorney who got ~~this case continued~~ said cause continued for one term in consequence of the absence of said Bryan -- and at the second term after the filing of said bill to wit at the October term 1846 this defendant obtained a decree against the said Bryan for the sum of $366. as stated in complaints said bill, which amount was justly due this defendant for the balance of the purchase money of said land, or interest thereon, as proof of which this defendant produced & filed in court the note of hand against the said Bryan ~~which~~ which claim was not disputed by said Medary - nor has the said Bryan disputed its correctness - by his said bill (as this defendant can discover) and admits the same to be just in his said bill as deft understand, and in conversation said Bryan admits it to be just, without prevarication. And this defendant further answering says that as it regards the claim of the said Medary against said Bryan he this defendant knows not ~~nothing of their~~ whether they are just or unjust. paid, or still due. Nor has the matter ever concerned him. - The this defendant in every thing he has done in the matter has been honestly trying to get what was justly due him from said Bryan - the payment of which has been most unjustly delayed.

to the great damage and loss of this defendant
- And this defendant utterly denies and repels all
all fraud and combination wherewith he stands
- charged - and prays that the said decree in favor of
this defendant against the said Bryan may be affirmed
so far as the claim of this left is concerned
and having thus fully answered he prays to be
hence dismissed with his costs

By P. B. Cole his Sol.

State of Ohio
Union County ss } Personally appeared before me a
justice of the Peace in & for said County
Jacob Bower Smith who being duly sworn says
that all the several matters and things set forth in
this answer as from the information of others be-
lieving to be true, and all the other matters and things
are true in substance and in fact

Jacob his Bower Smith
mark

sworn to and subscribed before
this 16th day of June 1846
James M. Wilkinson J. P. Delaware

John A Bryan

v

S. Mulany et al

Filed Sept. 22nd 1846
John Caffee, Clk

The separate answer of Samuel Medary to the bill of Complaint exhibited against him and others by John A. Bryan

This defendant for answer to so much of said bill as he is advised it is material for him to answer saith as follows, that he knows nothing of the purchase of said premises by Bryan of Stephen Sullivan except what is contained in said answer and he has no reason to doubt the truth of the statement. The judgments of the Bank of Norwalk and of McElrain Snyder & Co were obtained for the sums and at the times mentioned in said bill and executions were issued upon said judgments and levied in the County of Union upon the property ~~case~~ as set forth in said bill. The judgment of ~~the Bank of Norwalk~~ McElrain Snyder & Co was purchased of them by this defendant and he paid for the same what was represented to him as due upon it – he purchased it because the firm wanted to raise money and he was disposed to aid them by ~~lending it~~ said purchase. Executions were sent to Williams County on the Bank of Norwalk judgment as set forth in said bill and property sold and the proceeds applied to the payment of the judgment – and afterwards an execution was sent to Union County and the aforesaid real estate was levied upon and struck off to said Medary and by the advice of Counsel (he the said Medary knowing the fact that there was a prior lien) said sale was before the sale was satisfied

was set aside. Soon after said Bowersmith filed his bill and the proceedings were had which are set forth in said bill. This defendant is informed by his counsel and believes that said Bowersmith was anxious to obtain a decree and that said suit was continued once if not twice at the instance of Bryan or Counsel and that during that time although the execution was searched for on which the sales in Williams County were made they could not be found and the amount needs ascertained. and at the time said decree was rendered the amounts due on said judgments of the Bank of Hooker was not pretended to be accurate. That subsequent thereto the execution were found in the Clerks office of Franklin County and the amount correctly ascertained. That previous to the filing of said bill by said Bryan his counsel wrote to the Counsel of plaintiff on the subject and in their reply they stated there was some error, and that all which was just should be allowed. The decree was entered without the knowledge of this defendant. Since the filing of said bill this defendant is also informed that Bryan has produced to his counsel receipts against the McElroni & Snyder judgment to the full amount. and that the same had all been paid prior to the sale to him. Here receipts he had no knowledge whatever of until he was told by his counsel of their existence.

The proceedings under the bill filed by Bowersmith are correctly set forth in said bill. The said Bryan was minister to Peru about the time said bill was filed; his family however except ~~one~~ two sons resided in Columbus as this defendant is informed and believes — and the other was in other parts of the world, one of a part of the earth and a part of the [illegible] and the other in the home

This defendant denies all fraud and all attempt to injure said Bryan. He has done nothing except he endeavored to enforce the collection of what this defendant has paid as his security —

~~This defendant having fully answered prays to be hence dismissed with his reasonable costs~~ —

This defendant further answering says that on an execution returnable to May Term 1842 and directed to Williams County there was made on the Bank of Northern Ohio judgt. exclusive of costs $1043.24 and on the 18th of July 1843 $714.65

This defendant having fully answered prays to be hence dismissed with his reasonable costs

S. Medary

The State of Ohio
Franklin County ss } Before me an acting justice of the peace personally appeared Samuel Medary who being duly sworn deposes and says that the matters and things set forth in the above answer as from the information of others he believes to be true and all the other matters and things are true in substance & in fact

Sworn to & subscribed this 19th day of Sept. 1846 —

S. Patton J. P.

Chancery Case File

Case No. 1846-CH-0013

No. 46-CH-13

Union Common Pleas Court.

Wilson Butler & Baldwin
Plaintiff,

AGAINST

Saul G Smith et al
Defendant.

JUN TERM. 1848

DECREE FOR PLAINTF

Journal 4 Page 131

Record No. 5 Page 268

Ex. Doc. 1 Page 520

Wm A. Bryan
to
Saml. G. Smith

Conv
Wmd

Pr deed of 100 ac land
in Liberty Dist. assign

1842
4th apl

Wm A. Bryan

S. G. Smith
Hdlr

Know all men by these presents, that, whereas, Samuel G. Smith, of Liberty Township, Union County, Ohio, has this day purchased of John S. Bryan, of Columbus, in the said State of Ohio, One hundred acres of land, the next adjoining, and immediately contiguous to the One hundred acres recently purchased of the said Bryan by David Lockwood, being part and portion of the five hundred acre tract set off to the said Bryan in and by virtue of a partition made of the original Survey in Union Common Pleas, which said purchase, so made, the said Samuel has paid One hundred & thirty dollars in Stock, to be delivered at the farm of the said Bryan near the mouth of Mill creek, Ohio, by the Wednesday Sunday the date thereof, and for which the said Samuel is to pay the additional sum of two hundred & seventy dollars, in good young Stock, at the market price, to be delivered at the above mentioned farm; one third in one year from this date, and the balance in two years thereafter, with annual interest on the same, notes for the payment of which are this day executed by the said Samuel —

Now therefore, I, John S. Bryan, do hereby promise and agree, in consideration of the above, and in case full payment shall be made by the said Samuel of each of the several dates specified in said notes of hand, to execute, or cause to be executed to the said Samuel, a full and sufficient warranty deed of the above mentioned Hundred acres of land —

In testimony whereof, I have hereunto set my hand and seal, this fourth day of April in the year of our Lord one thousand eight hundred and forty two —

John S. Bryan (Seal)

(Copy.)

Union Com Plea

Wilson Butler &
Baldwin
v
Saml. G Smith &
Godfrey M Robinson

Bill in Chy.

Cost bill to April Term 1848 made up & cause continued

Cost bill made

Record Recorded

Clerk will issue
Subpoena for Samuel
G Smith returnable
forthwith.

Swan & Andrews
Apl. 13/46 Solrs for Complts

Filed Apriel 14. 1846
John Carrel Clk.

Copied

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To the Court of Common Pleas of Union County in Chancery sitting:

Your Orators Lewis O. Wilson Chas. V. Butler and Joshua V. Baldwin. of the City of New York in the State of New York represent:

That on the fourth day of April A.D. 1842 one John A. V. Bryan sold to Samuel G. Smith one hundred acres of land situate in said Union County being the one hundred acres next adjoining that immediately contiguous to the one hundred acres then recently purchased of the said V. Bryan by David Lockwood being part and portion of the five hundred acre tract set off to said V. Bryan in and by virtue of a certain partition made of the original survey in Union Common Pleas. The said Smith at the time of said purchase paid down one hundred & thirty dollars or agreed to do so in young stock on the wednesday succeeding the said 4th April 1842 but whether the same was in fact paid your orators are not advised. The said Smith further agreed to pay for said land the additional sum of two hundred and seventy five dollars in good young stock at the market price to be delivered at the farm of said V. Bryan near the mouth of Mill creek Ohio; one third in one year from said 4th April 1842; one third in two years and the balance in three years, with annual interest on the same: notes for the payment of which, to said V. Bryan or order, were executed by the said Smith on said 4th April 1842. That at the time of said sale the said V. Bryan executed to said Smith an agreement under seal covenanting that in consideration of the premises and in case of full payment made by said Smith of each of said notes at the several dates specified in said notes of hand to execute or cause to be executed to the said Smith a full and sufficient warranty deed of the above mentioned one hundred acres of land. All which will more fully and at large

appear reference being had to said agreement last mentioned a duplicate original of which is herewith filed:

That on or about the 22d day of April AD 1846 the said Bryan for a valuable consideration assigned and transferred the said notes of Smith to Godfrey M Robinson, and in order to give the said Godfrey M. all the rights in the premises of said Bryan he the said Bryan and Eliza Ann his wife conveyed said land to said Robinson in fee simple with covenant of general warranty, subject to said contract with said Smith:

That on or about the 6th day of September AD 1842. the said Robinson for a valuable consideration paid by your Orators assigned and transferred the said notes of Smith to your Orators and your who have ever since held the same. That at the time of the transfer of said notes by said Robinson to your Orators the said Robinson agreed with your Orators in case said Smith should fail to pay said notes and in consequence thereof the contract of said Smith with Bryan and said notes should be cancelled, to convey said one hundred acres of land to your Orators, and in case said Smith paid said notes to convey said premises in pursuance of the covenant of said Bryan to said Smith.

And your Orators aver that said Robinson has always been ready and willing to convey said premises to said Smith in pursuance of the covenant of said Bryan; but said Smith has neglected and refused to pay said notes or any part of either of them; although

your Orators were ready and willing to receive live stock &c in pursuance of the terms of said notes.

Your Orators are that said Smith is insolvent and never intends to pay said notes or to specifically perform his said agreement; and said agreement remains an outstanding encumbrance upon said land so that nothing can be realized from the said notes or by a sale of said land

Your Orators being remediless at common law pray that said Smith and Robinson who are made defendants to this bill may answer the premises above set forth and upon final hearing said Smith may be decreed to pay by a short day the amount in money due on said notes and in default thereof that said notes and the covenant of said Bryan for a deed may be cancelled &c and that said Robinson may be decreed to convey said premises to your Orators; or in case said Smith pays the amount in money due on said notes under the order of the Court that said Robinson may be decreed to convey said premises to said Smith and that such other and further relief may be decreed to your Orators as to the Court may seem meet. Subpoenas prayed for defts

Swan & Andrews
Solrs for Compts

Union Common Pleas
McCann, Butler & Baldwin
vs
Samuel J. Smith
& Joseph H. Robinson

Filed May 5, 1847
John Cassil Clerk

Received this writ Febuary 6th 1847
In obidience to the within command I had the land in the Bill described appraised by the oaths of Nathaniel Stewart, David Lockwood and Thomas C. Lockwood at three dollars and twenty five cents per acre, and duly advertised the said land described in the bill for sale by publication in the Argus, a Newspaper printed and in general circulation in the County of Union and State of Ohio. for thirty days previous to the sale, I afterwards, to wit; on the third 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, Inquest $1.00
mileage .50
advertising 2.5
Service 35
Appraisers Fee 1.50
Printers Fee 2.37 = $5.97

Philip Snider Sheriff

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 Decree is correctly copied from the Journal of the Oct. Term 1846 of said Court, to wit:

Wilson, Butler & Baldwin } In Chy.
vs
Samuel G. Smith and Godfrey M. Robinson

This day came the Complainant by Swan and Andrews their Solicitors & the defendants failing to appear and answer, plead or demur to said Bill the same is taken as confessed against them, and thereupon this cause came on to be heard upon the Bill and Exhibits &c. and the Court do find the equity of the case is with the Complainants and do order adjudge and decree that the said Smith, pay to Complainants the sum of three Hundred and fifty three dollars and five cents within ten days and in default thereof that said premises in the bill described be sold by the Sheriff of this county for the time being as upon Execution at law, vesting in in the purchaser, as well the title of said Smith as all the right and title of the said Bryan Robinson and Complainants, and that the proceeds of said sale the Sheriff bring into Court at our next term &c. to which time this cause is continued

Witness John Capsil, Clerk of said Court at the Court House in Marysville this fifth day of Feb. A. D. 1847

John Capsil, Clerk

Wilson Butler
& Baldwin
v
Smith et al

Filed Oct. 14th 1846
John Cassil, Clk

Wilson Butler & Baldwin

v

Smith et al } Union County Chancery.

The undersigned defendant in above case waives process and enters his appearance as of the first day of the last term of said Court

Aug 13, 1846.

W W Robinson

Union Com Pleas

William Butler Plaintiff
vs
D. G. Smith & J. G. McKibben

Order of Sale

Filed April 25th 1848
John Cassidy Clk

Received this writ March 13. 1848. 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. for thirty days previous to the day of sale. I afterwards. to wit: on the 25th day of April A.D. 1848 between the hours of ten O'clock, A. M. and four O'clock P. M. offered the within described real estate for sale by at the door of the Court house in Marysville in said County by public outcry and sold the same to Joshua Baldwin for the sum of two dollars and sixteen and two thirds cents per acre they being the highest and best bidders therefor and that being two thirds the appraised value thereof.

Fees- mileage 5
service 35
Advertising 25
Pr fee 3.00

Philip Snider Sheriff

The State of Ohio Union County ss.

To the Sheriff &c of said County Greeting:

Whereas at the October term of the court of Common Pleas continued & held for said County on the 15th day of October AD 1846, in a certain cause in Chancery therein pending. Wherein Wilson, Butler & Baldwin, Complainants, and Samuel G. Smith, and Godfrey M Robinson defendants, the court ordered and decreed that you expose to sale the premises in the Bill described, as follows to wit: One hundred acres of land situate in said County of Union, being the next adjoining that & immediately contiguous to the hundred acres sold by John A Bryan to David Lockwood, being part & parcel of the five hundred acre tract set off to said Bryan, in and by virtue of a certain partition made of the original survey, in Union Common Pleas. — to satisfy the said Complainants in the sum of three hundred & fifty three dollars & five cents, with interest from the said 15th day of October AD 1846, untill paid together with the costs of this suit taxed at $ and also the further sum of $ the accruing costs on said decree and make report of your proceedings herein to the next term of said court,

Witness John Cassil Clerk of said court at the court House in Marysville this 13th day of March AD 1848

John Cassil Clerk

Union Common Pleas
Wilson, Butler & Baldwin
vs
D. Smith & J. H. Robinson

Fieri Fac 3rd 1847
John Cassidy Clk

Recd this writ June 1. 1847. I duly advertised the within named Real Estate for sale by Publication in the Argus A paper 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 1847 in pursuance of said notice proceeded to offer said real Estate for sale by Public auction at the door of the Court House in Marysville in said County and not sold for want of bidders

Philip Snider Sheriff

Fees – mileage 5
Service 35
advertising 2 5
Printers fee 2.25
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 & held for said County on the 15th day of October A.D. 1846 in a certain cause in chancery, then pending, wherein Wilson, Butler & Baldwin, Complainants, and Samuel G. Smith & Godfrey M. Robinson defendants, the Court ordered and decreed that you expose to sale the premises in the bill described, as follows, to wit; One Hundred acres of land situate in said Union County, being the next adjoining that & immediately contiguous to the hundred acres sold by John A. Bryan to David Lockwood, being part & parcel of the five hundred acre tract set off to said Bryan in and by virtue of a certain partition made of the original survey in Union Common Pleas — to satisfy the said Complainants in the sum of three Hundred & fifty three dollars & five cents, with interest from the said 15th day of October A.D. 1846 untill paid together with the costs of this suit, taxed at $ and also the further sum of $ the accruing costs on said decree: and make report of your proceedings herein to the next term of said Court

Witness John Cassil, Clerk of said Court this 1st day of June A.D. 1847

John Cassil, Clerk

Ohio Com Plea

Nilon Butler et
P. Baldwin
vs.
S. G. Smith &
G. M. Robinson
Chancery

Service — $0 35
Mileage — 60
$0,95

Wm M Kahnman
Sheriff
Filed April 16th 1846
John Cooper, Clerk

Served this writ by delivering a certified copy of this writ to the within named defendant April 14th A.D. 1846

Wm M Kahnman
Sheriff

S Pelton

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Samuel G. Smith

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 & Godfrey M Robinson by Wilson Butler & Baldwin

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.

vs
Smith

Precipe for Order

Filed Sept. 22d 1847
John Cassidy, Clerk

441
17

Dear Sir,

If orders and Executions have not been issued since the last term in the following cases you will please issue the same.

Wilson v Butler & Baldwin v Smith Decree
Adams v Strong — Injt.
Mathews v Bryant ~~Decree~~

Truly yrs
Swan & Andrews

T. J. Gosule Clk

Columbus Sept 18/47.

Wilson Butler & Balden
v
S. G. Smith
Rec. for Executi

Filed Sept 20, 1848
John Cassil Clk

Wilson & Butler & Baldwin
v
S. G. Smith et al

Decree
June 7/48
See order Bk
p. 131

Issued execution on the decree
Swan & Andrews.
Attys for Compts

Sept. 20 1848

Ex Docket Page 520

Wilson Butler & Baldwin
vs
J. G. Smith

Debt $197.25
Costs 4.23
" 41
Writ

Filed May 30th 1848
J. P. Kirkpatrick clerk

Recorded

Received this writ November 21st 1848. No goods or chattles lands or tenements found whereon to levy
mileage 45
Service 35 = 80
Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS:

To the Sheriff of said County, Greeting:

WHEREAS, at the Court of Common Pleas of the County aforesaid, begun and held at the Court House in the town of Marysville, on the Twenty Seventh day of June A.D., 1848

Wilson Butler & Baldwin

recovered against S. G. Smith, a decree in chancery, for the sum of One Hundred and Ninety Seven Dollars and twenty five cents

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

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

~~and~~ ~~cents, for~~ ~~damages~~, as also the sum of $ 4,23

for this _____ cost and charges in that behalf expended, as of record is manifest.

You are therefore commanded, that of the goods, and chattels, and for the want thereof, of the lands and tenements of the said S. G. Smith,

you cause to be made the ~~debt, damages~~ amount of said decree, and costs aforesaid, with interest thereon from the 27th day of June A.D., 1848, until paid; ~~also the sum of~~ $ ~~the costs of increase on said Judgment~~, and accruing costs; and that you have these moneys before said Court at the Court House aforesaid, on the first day of our next Term, to render unto the said Wilson Butler & Baldwin

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

WITNESS JAMES KINKADE, Jr., CLERK of said Court, at the Court House aforesaid, this 21st day of November A.D., 1848.

James Kinkade Jr Clerk.

Bot No 14

No. 46-CH-14

Union Common Pleas Court.

Titus Dort
Plaintiff,

AGAINST

Joseph Dortel al
Defendant.

Partition

MAY TERM 1847

DECREE FOR PLAINTF

Journal 4 Page 11

Record No. 3 Page 33

Ex. Doc. Page

Titus Dort et als
vs
Joseph Dort et als

Petition for partition

Filed April 14th 1836
John Cassil, Clerk

Now the Sheriff executed conveyance to his Deed who has elected to take premises

Cost bill made

Recorded

Copied

Election of Inv. Dow

Joseph Hobart
~~Wm Leggit~~
John Leggit
Samuel Woodbury
Partitioners

To the Honorable the Court of Com Pleas when in Session

Dort David Dort Titus Dort Calvin Dort James B. Dort and John Wells & Caroline his wife formerly Caroline Dort Residents of this County respectfully represent that their Ancestor Titus Dort late of this County Deceased died seized in fee of the following realty lying in this County which by Decent descended to your petitioners Share and Share alike, one Share only to Wells & Wife through his wife together with Joseph Dort and Levi Dort two minors entitled to one share representing their father and one broth Levi Dort Dec'd To wit To wit Lot No 6. in Survey No. 2991. in the name of J Phillips Beginning at 2 Beeches and a hicory corner of lots No 3 & 4. and 5 in said Survey thence N. 80° E 175 poles to two beeches and a sugar tree in the East line of said Survey thence N. 10° W 82. poles to 2 Beeches and a sugar tree in said East line thence S. 80.° W 175 poles to two to 2 beeches and a sugar tree thence S 10.° E 82 poles to the Beginning Containing ninety acres

That Chester Fox has been appointed their guardian and your petitioners pray that the said Chester Fox Joseph Dort and Levi Dort may be made defendants and that partition may be made to each according to interest that we may have and hold in severalty that portion which belongs to each. and that we may have other and further relief and as in duty bound we will ever pray &c. By Wm C Lawrence their atty

I appear for myself and my wards Joseph and Levi Dort and waive the issue and service of process and enter their appearance as such guardian and consent for them that disinterested men as required by statute be appointed to partition or report as the case may be upon the in Judgments

Chester Fox
guardian

Attest John Cassil

10
5

State of Michigan

Dearborn Feb the 11th 1847

This is to certify; That we, Titus Dort Jr and Deiadamia Dort wife of said Titus, Jr of the Township of Dearborn, Wayne County, State of Michigan; Do, hereby acknowledge to have received of Josiah Dort of Dearbornville County and State aforesaid on the twenty second day of June A.D. 1846 The sum of One hundred & twenty two 400 Dollars in full for our share of the Real Estate of Titus Dort Senr, late of Union County, State of Ohio Deceased

Titus Dort Jr

Deiadamia Dort

Received June 15th A.D. 1846 of Josiah Dart one hundred and twenty two Dollars and fourteen cents in full of our Share of the real estate of Titus Dart deceased

Caroline Wells

John W. Wells

$122.14

Received June 15th A.D. 1846 of Josiah Dort one hundred and twenty two dollars and fourteen cents in full of my share of the real estate of Titus Dort deceased

$122 14/100

Calvin Dort

} one of the heirs of the estate of T. Dort. deceased

Received June 15th 1846 of Josiah Dort one hundred and twenty two Dollars and fourteen cents in full of our share of the real estate of Titus Dort deceased

$122.14

James B Dort

Martha A Dort

Union Court Plea
Lilius Dent & al
v
Joseph Dent & al

Service — $1.00
Mileage — 65
$1,65

Wm McPherson
Sheriff

I have Executed this writ by the oaths of the within named Commissioners whose report is ~~herewith~~ herewith returned

W C Mac — D. P Sheriff

April 16th 1846

The State of Ohio Union County ss

To the Sheriff of said County Greeting

We Command you, that without delay by the Oaths of Joseph Hopert John Seggit & Samuel Woodburn You Cause, Partition to be made of the following premises to wit Lot No 6. Survey No 2991. in the name of J. Phillips Beginning at 2 beeches and a Hiccory corner of Lots No 3 & 4 and 5. in said Survey, thence N 80 E. 175 poles to 2 beeches and a Sugar tree in the East line of said Survey thence N 10 W. 82 poles to 2 beeches and a Sugar tree in said East Line, thence S. 80 W. 175 poles to 2 beeches & a Sugar tree thence S 10 E 82 poles to the Beginning, in the following proportions to wit to Titus Hort one equal seventh part to David Hort one equal seventh part to Calvin Hort one equal seventh part to James B. Hort, one equal seventh part to John Wells & Caroline his wife one equal part to Joseph & Levi Hort minors one equal seventh part, and Hort the remaining seventh part

And that your proceedings in the premises, you distinctly certify, under your hand to our Court of Common Pleas within and for the said County of Union, together with this Forthwith

Witness John Cassil Clerk of said Court at the Court House aforesaid this 16th day of April AD 1846

John Cassil Clerk

Filed April 17th 1846
John Caswell Clerk

Titus Dort etal
v s
Joseph Dort etal

We the commissioners appointed in this Case to partition the real Estate described in the bill after having been duly sworn and upon actual view are of opinion that said Lands cannot be divided without manifest injury to the same and thereupon we do value the said real Estate at nine Dollars ~~fifty cents~~ per acre given under our hands and Seals this 16 day of April A D 1846

Joseph H Coleset (Seal)
John Liggett (Seal)
J. B. Woodworth (Seal)

appraisers fee $3.00

Received June 15th A.D. 1846 of Josiah Dort one hundred and twenty two Dollars and fourteen cents in full of the appraised value of the real estate of Titus Dort deceased

$122.14/100

Chester Fox } Guardian of the heirs of T. Dort deceased —

$126.14

Received June 15th 1846 of Josiah Dort one hundred and twenty two Dollars and fourteen cents in full of our share of the real estate of Titus Dort deceased

David Dort

Sarah Ann Dort

No. 46-CH-15

Union Common Pleas Court.

William McDonald
admr of Duncan McArthur, Plaintiff

AGAINST

Allen & McArthur,
Defendant.

Nov 1850.

Journal 4 Page 370

Record No. 6 Page 27.

Ex. Doc. Page

Union County Pleas

Wm McDonald & Wife of
Duncan McArthur Dec'd
vs Petition to Convey
to John Kenner
Heirs
Allen & McArthur & others
Heirs of said Estate

Filed April 14th 1846
John Caspil Clerk

at April Term 1846

Union County

To the honorable the judges of the Court of Common pleas within &
for the County of Union your Petitioner William McDonald
represents unto your honors that he is the administrator of the Estate
of Duncan McArthur late of Ross County deceased That on the second
day of April A.D. 1833 the said Duncan McArthur executed & delivered
to one John Keener his title bond for the conveyance of twenty three
acres of land lying in Union County & described as follows Land
lying on Rocky Creek being part of Military Survey No. 3470 in
the name of John Bowen beginning the South West Corner of 129
acres sold to Herman Polrich the South line of 160 acres sold to
Samuel Wiley East of the land agreed for with John Johnson
said Conveyance to be made on the 1st. of April A.D. 1836 or so
soon as said 73 acres of land should be paid for by the said
John Keener as mentioned in said title bond That said John
Keener in his lifetime & his representatives since his death have paid
the purchase money due on said Land & that said Duncan McArthur
departed this life without having conveyed said Land leaving the
following heirs & Legal representatives Lawful, Alexander McArthur
William Allen & Effie his Wife William McAnderson & Eliza his Wife
John Walk & Francis his Wife Nancy Trimble John & Kerchevall
Duncan McArthur Lucinda McArthur & Nancy McArthur & Harrison
McArthur whom your petitioner prays may be made defendants &
compelled to answer That your Petitioner as administrator of said
Duncan McArthur is anxious to complete said real Contract
That said John Keener has departed this life & bequeathed said 73 acres
of land above described to his sons Jacob James & Elias Keener as
by said Will here with Exhibited more fully appears your
petitioner therefore prays an order of this honorable Court enabling
him as such administrator to convey said Land in pursuance of the
provisions of the title bond of the said Duncan McArthur as
above mentioned & your petitioner will &c

Cummins for Petitioner

Union Cancellor Chas

" " "

Allen C. McArthur & others

adts

Opposed &

Answers

William McDonald admr

of Duncan McArthur Decd

To Canney to Wm Hartford

in Union County

Union County Common Pleas 1845

Allen C. McArthur William Allen & Effie his Wife
William M. Anderson & Eliza his Wife John Walk
& Francis his Wife Mary Trimble John A. Kercheval
Duncan McArthur Smith McArthur & Nancy McArthur
& Harrison McArthur

ads

William McDonald administrator of
Duncan McArthur deceased

Appearance & answer of
Defendants

And the said Allen C. McArthur William Allen & Effie his Wife William M. Anderson & Eliza his Wife John Walk & Francis his Wife Nancy Trimble John A. Kercheval Duncan McArthur Smith McArthur Nancy McArthur & Harrison McArthur in their proper persons & by Guardian came & waive the issuing & service of process & enter their appearance to this suit & for answer say that they admit the truth of the facts stated in said petition & that they cannot say anything in bar or preclusion of the granting the prayer of said petition & pray that the same may be granted

Allan C. McArthur
John Walk
Francis M. Walk
Nancy M. A. Trimble by her Guardian
Mary A. Trimble
C. A. Kercheval

W. Allen
E. M. C. Allen
W. Marshall Anderson
Eliza Anderson

Smith McArthur Nancy McArthur &
W. H. H. McArthur by their Guardian
Hugh McDonald

Uman Commonplas

" "

Allen & McArthur & others

vs } appellees &
} appellees of Dpts

William McDonald & Ors
of Duncan McArthur dec'd

Lo Carney to John Kennedy Hicks
in Uman Co

Union County Common Pleas 1845

Allen C. McArthur William Allen & Effie his Wife
William A. Anderson & Eliza his Wife John Walk
& Frances his Wife Nancy Trimble John A. Kercheval
Duncan McArthur Smith McArthur Nancy McArthur
& Harrison McArthur

vs

William McDonald Administrator of
Duncan McArthur deceased

} Appearance & answer &c

And the said Allen C. McArthur William Allen & Effie his Wife William A. Anderson & Eliza his Wife John Walk & Frances his Wife Nancy Trimble John A. Kercheval Duncan McArthur Smith McArthur Nancy McArthur & Harrison McArthur in their proper persons & by Guardian came & waive the issuing & service of process & enter their appearance to this suit and for answer say that the facts set forth in said petition are true & that they cannot gainsay or say anything in bar or preclusion of the prayer of said petition & pray that the same may be granted &c

Allan C. McArthur
John Walke
Frances A. Walke
Cary A. Trimble Guardian of
Nancy M. A. Trimble
J. A. Kercheval

W. Allen
E. A. C. Allen
W. Marshall Anderson
Eliza Anderson

Smith McArthur Nancy McArthur &
W. H. H. McArthur by their Guardian
Hugh McDonald

Chancery Case File

Case No. 1846-CH-0016

No. 46-CH-16

Union Common Pleas Court.

Willson, Butler & Baldwin
Plaintiff,

AGAINST

Silas G Strong
Defendant.

AUG TERM, 1847

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 4 Page 49

Record No. 5 Page 105

Ex. Doc. Page

The Ohio Life Insurance and Trust Company vs. Wm. Crosby
and others in this cause.

Appl. 14 1846

Summons & Bills
Subpoena Trust Co

1 Small Williams & Co
Judgt. Nov. 3. 41
Levy Jany. 4. 42

2 Wilson Butler & Baldwin
Judgt. Dec 24 1841
Levy March 25/42

3 Doremus Suydam & Nixon in Clark Co
Levied Aug 11/42

Union Complaint

vs

Wilson Butler et al

Silas G. Throop et al

vs

Petition &c

Ex Dk Recorded

Issue Subpoena for Silas G. Throop.

Wm & Andrews

Filed April 15. 1846.
John Cassil Clk

Copied
Wm & Andrews
Henry Halliday
Solrs

111

To the Court of Common Pleas of Union County in Chancery Sitting:

Your Orators Lewis O Wilson Elias Butler William Baldwin William Smalle Ezekiel H Williams Isaac Smalle John N Baldwin Charles Anthony Thomas C Drennen and John M Nisson represent

That your orators Lewis O Wilson Elias Butler and William Baldwin residents and citizens of the city of New York in the State of New York at the December Term AD 1841 towit the 24th day of December 1841 of the Circuit Court of the United States in and for the District of Ohio, by the consideration and judgment of said Court recovered against Silas L Strong, nineteen hundred and eighty one dollars fifty eight cents damages in assumpsit and nine dollars fifty five cents costs of suit and which judgment together with twenty four dollars and eighteen cents, interest costs of suit remain due and unsatisfied. That said judgment remain in full force ~~[illegible]~~ a lien upon the real estate of said Strong. That execution fifa was duly issued upon said judgment and by virtue thereof on the 25 March 1842 for the want of goods, and chattels the Marshal of said District levyed on 824 acres of land part of Survey No 2254 in the Virginia Military District in the County of Union in said State of Ohio bounded as follows: beginning at two ashes and an elm South east corner of survey No. 3351 thence S. 10° E. 445 poles to a white oak and beech S.E. corner to survey No 2254 thence N. 80° E. 212 poles to a sugar tree and dogwood corner to a lot conveyed by Silas L Strong to JB Vining; thence with Vinings line N. 10° W 125 poles to two ashes and a sugar tree another of Vinings corner; thence N. 80° E. 120 poles to a stake passing two sugar trees and an elm at 100 poles thence N. 10° W. 320 poles to a stone in the original line of said Survey No 2254 thence S. 80 W. 332 poles to the beginning, containing 824 acres.

That your Orators William Smalle Ezekiel H Williams Isaac Smalle and John H Baldwin by the judgment and consideration of the Court of Common Pleas of Union County recovered against said Strong a judgment at the November term of said Court AD 1841 for twelve hundred and sixty four dollars and sixty cents damages in assumpsit and seven dollars and sixty six cents costs and twenty dollars and thirteen cents increase costs have since accrued That said judgment and costs remain due and unsatisfied and said judgment in full force and is a lien on the real estate of said Strong. That Execution fifa was duly issued upon said judgment and on the 4th day of January AD 1842 was levied upon the ~~sa~~ premises herein before described.

That your Orators Charles Anthony Ito and for the use and benefit of your Orators Thomas C Doremus and John M Niscow (survivors of Cornelius R Suydam deceased) partners &c by the consideration and judgment of the Court of Common Pleas of Clark County Ohio recovered a judgment against said Strong for the sum of two thousand one hundred and thirty five dollars fifty five cents damages in assumpsit and seven dollars and forty two cents costs thirty two dollars and fifty nine cents increase costs have accrued thereon That said judgment remain in full force unsatisfied and is a lien on the real estate of said Strong That Execution fifa was duly issued upon said judgment to the Sheriff of said Union County and on 11th July 1842 a levy was made upon the premises herein before described

your Orator further represent that The Ohio Life Insurance and Trust Company have filed a bill in Chancery in this court which is now pending ~~ag~~ against the said Strong for ~~the foreclosure and~~ sale &c of said premises above described under and by virtue of a mortgage made by said Strong and wife to said company on the 18th day of April AD 1835 to secure a loan of twelve hundred dollars and said Trust Company have obtained an interlocutory order of this court for the foreclosure ~~of~~ said mortgage and sale of said premises &c all which will more fully and at large appear by reference to said bill of said Trust Company and the proceedings thereon now before the court. That under said interlocutory order of sale said premises have been appraised and are at two thirds their value worth much more than the amount due of said mortgage of said Trust Company and your Orators are entitled by virtue of the premises to a large amount of the money which may be made by the sale of said real estate under said order of sale.

Your Orators pray that said Ohio Life Insurance and Trust Company & Silas G. Strong ~~[illegible]~~ may be made parties defendants to this petition, and answer the same. That the several liens of the parties may be established and the proceeds of the sale of said premises under said order may be ~~adjusted~~ apportioned according to the respective rights and liens of the parties and the money ordered paid &c accordingly

Evan Andrews Solr for Petr
Wilson & Baldwin,
Henry V Allen Solr for other Compts

Union Com^n Pleas

Wilson Butler et al

vs.

Silas G. Strong et al

Filed April 15. 1846.
John Cassil Clk

United States Circuit Court
7th. Circuit & District of Ohio.

Lewis O. Wilson, Elias Butler & William Baldwin, partners t/c as Wilson Butler & Baldwin

vs

Silas G. Strong

Judgt. for Plffs. by Confession at. Decr Term 1841.

Damages		$1981.58
Costs of suit, viz		
Clk.	4.55	
Atty.	5.00	9.55
		$1991.13

Interest from Dec. 24. 1841

Increase Costs viz

Clk. Mines	2.43	
Ml. Adams	11.50	
" Robertson	2.25	
Printer	4.50	
Appraiser viz	1.50	$24.18

Attest

Wm Wilson Clk

Union Com. Pleas

Wilson Butler et al

v

Silas G. Strong et al

Sub in Chy

Service —	35
Copy — —	15
Mileg — —	5
	55

Wm M Robinson

Sheriff

Filed April 15. 1846

John Carne Clk

Served this writ April 15th 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 Silas G. 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 Petition in Chancery, exhibited against him ~~by~~ and others By Wilson Butler et al

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 15 day of April A. D, 1846

John Cassil Clerk of Com. Pleas.

No. 46-CH-17

Union Common Pleas Court.

John Fleck
Plaintiff,

AGAINST

Norman Chapman
Defendant.

OCT 1847

Decree for Pltf.

Journal 4 Page 83

Record No. 5 Page 184

Ex. Doc. Page

Union Com Pleas

John Fleck
vs
Bill
Norman Chipman

To foreclose Mortgage

Filed April 16. 1846.
John Cassil Clk

OCT 1847

Cost Bill made
Record

Copied

1

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

Humbly complaining Sheweth unto your Honors your Orator John Fleck that heretofore to wit on the 18th day of Feby 1843 one Norman Chapman a resident of this County was siezed in fee of the following real estate in said County and Town of Marysville to wit in lots No. (39) and (35) and part of lot No 38. being all but twenty fee of the South side and being so siezed and being in great need of money he applied to your Orator to borrow money that your Orator loaned him money and whereas he had formerly loaned the said Chipman large sums of money which than had not been paid and ascertained by the said Chipman's note herewith filed and marked A of the date of October 4. 1842 for three hundred and fifteen dollars due the 20th of March then next to come The said defendant executed his mortgage to your Orator to secure the said sums of money to your Orator all of which will more fully appear by reference to said Mortgage herewith filed and prayed to be taken as a part of this bill

Your Orator for the charges that the said sums have become due and to gether with a large amount of interest ~~that~~ remains unpaid whereby the lots so mortgaged have become forfeited and liable to go to sale for the payment thereof

Your orator therefore prays that Norman Chipman may be made deft hereto and that an account of the principal and interest due your orator in the premises may be had and that on final hearing your Honors would order a foreclosure or sale for the payment thereof and that your Orator may have other and further relief in the premises

B. McClaurinder
Sol for Compt

Service — — 35¢
Copy — — 15¢
Mileage — 5¢
$0,55¢

Wm M Robinson
Sheriff

Filed April 17th 1846
Petri Lopez Clerk

Served this writ by delivering a certified copy of this writ to the defendant April 17th AD 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 Norman Chipman

to appear before the Judges of our Court of Common Pleas, at the Court House, on the Fourth ~~day of~~ ~~next ensuing~~, to answer a Bill in Chancery, exhibited against him by John Fleak

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 16 day of April A: D, 1846

John Cassil Clerk of Com. Pleas.

N. Chipman

To } Mortgage

John Fleck

Filed and Recorded
April 20th 1843
9 O'Clock A.M. in Book
— 9. Pages 578 8

James Turner
Recorder
N C

Filed april 16. 1846
Joh Cassidy Clr

Fee " 50

This indenture made this 18th Day of February A D 1843 by and between Norman Chipman of the County of Union & State of Ohio of the first part and John Fleet of of the County of Union & State afore said of the other part Witnesseth that the said Norman Chipman party of the first part for and in consideration of the sum of three hundred and fifteen dollars in hand paid by the said John Fleet the receipt whereof is hereby acknowledged have bargained sold and conveyed unto the said party of the second part the following described tract or parcel of land situate lying and being in the County of Union in the State of Ohio and Town of Marysville Described as follows to wit In lot No 39 in the town of Marysville to gether with the improvements there on 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 deded to Enos Ward & J. E. Barriott Also lot No 35 in said Town of Marysville adjoining the Lot No 38 on the north for further information Reference can be had to the Records of deeds in the Records office of said County of Union

To have and to hold said premises ~~and unto~~ unto the said John Fleet and unto his heirs and assigns forever as witness my hand and seal the Day and year above written

Now the condition of the above conveyance is this that where as the said John Fleet holds a note of hand against the said Norman Chipman for the sum of three hundred and fifteen dollars executed on the 4th Day of October 1842 and made payable on the 28th of March ~~following~~ Now if

the said Norman Chipman Shall pay or cause to be paid the said same of money when it becomes due together with the interest to the said John Fleet or his assigns then this Deed to be void otherwise to remain in full force and virtue In testimony where of I have unto set my hand and seal the Day and year above written

executed in presence of
James Lyons
Wm W. Steele

Norman Chipman (Seal)

State of Ohio Union County ss
Personally appeare before me the subscriber a Justice of the peace in and for said County Norman Chipman Signer to the above Deed and acknowledged the same to be his act and deed for the purposes therein expressed
Given under my hand this 18th Day of February AD 1843 James Lyons JP

the interlining in the ninth line from the top was was done before signing James Lyons JP

March 28th 1846,
Received interest in
full to this date on
the within Note
~~Received also the same~~
~~date one hundred and~~
~~thirty one dollars~~
~~eighty cents received~~
~~on the within~~

Received March 28th
1846 on the within
one hundred and
thirty one dollars
and sixty cents

on or before the 2d day of March next we or either of us
promise to pay John Ely or bearer Three Hundred
and fifty dollars in Specie for value Received
witness our hands Salem 4th 1842

[illegible]

Chancery Case File

Case No. 1846-CH-0018

No. 46-CH-18

Union Common Pleas Court.

Elizabeth Heff, Plaintiff,

AGAINST

Anthony Heff, Defendant.

JUL TERM, 1846

DECREE FOR PLAINTF

Journal 3 Page 446

Record No. 4 Page 564

Ex. Doc. Page

Union Com Pleas

Elizabeth Huff
vs
Anthony Huff
Pet. for Divorce
Filed May 16.
1846
John Cassil Clk

Cost bill made

Recorded vol 4
pp 565 & 566.

Copied

To the Honorable the Judges of the Court of Common Pleas when in Session for the County of Union

Humbly complaining sheweth unto your Honors your Petitioner Elizabeth Huff a resident of said county of Union now and for ten years last past That on the 26th day of March 1833 in the County of Randolph and State of Virginia she was legally married to one Anthony Huff that she thence became his wife and as such lived ~~with~~ and cohabited with the said Anthony untill the the 3d day of November 1842 in all labor faithfulness and love. That in the fall of 1844 we removed to this State and County and still remained untill the said 3d day of November 1842 That then the said Anthony left home and abandoned your petitioner That he has remained absent continually and uninterruptedly ever since and has wholly neglected to discharge any and all of the duties of a husband to your Petitioner for more than three years last past to wit from the 3d of Nov. aforesaid. That he left wilfully and without cause That during coverture we had five children to wit Sarah aged 12. year 14 March 1846
Rachael .. 10 .. 14 .. 1846
Samuel M. aged 8 years 12. December 1845
Rebecca Ann .. 6 year 5 Feby 1846 and
Minerva Jane 4. .. 20th March 1846
all of whom your Petitioner has maintained and kept since he left.

And She further represents that by hard labor and great care and Parcimony we acquired a considerable property

Your Petitioner therefore prays that the said Anthony Huff may be made deft and that on final hearing the said marriage contract may disolved and your petitioner divorced and that alimony and the guardianship of the children and that your petitioner may have other and further relief as may be right and meet and as in duty bound &c

Elizabeth Huff By
Wm C Lawrence her sol

Mina Cont Plea

Eliz: Huff

vs

Anthony Huff

Service –	$0 35
Mileage –	5
Copies – –	37½
	$0 77½

Wm. M Robinson
Sheriff

Filed July 29th 1846
John Capel Clerk

Served this writ July 28th 1846. on said Williams by reading to him James Hilder Warren Lathrop & Samuel Hale by copy

Wm. M Robinson
Sheriff

The State of Ohio, Union County, ss:

TO THE SHERIFF OF SAID COUNTY—*GREETING.*

We command you to summon A. A. Williams. James Wilber Warren Sathrop & Leonard Hale

to be and appear before the Honorable, the Judges of our Court of Common Pleas of said county, at the courthouse, in the town of Marysville, ~~on the~~ 30 ~~st~~ day of ~~July~~ July 1846, at 8 o'clock A. M., to testify and the truth to speak on behalf of Elizabeth Huff

in a certain controversy in said court depending, wherein Eliz: Huff

is plaintiff, and Anthony Huff

is 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 our said Court, at the court-house aforesaid,*

this 28th *day of* July *A. D.* 1846

John Cassil

CLERK.

PETITION FOR DIVORCE.

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

Elizabeth Huff, vs. *Anthony Huff.* } The said Anthony Huff, will take notice, that the said Elizabeth Huff, on the 18th day of May, 1846, filed in the clerk's office of the said court, her petition, charging, among other things, a marriage with the said defendant on the 26th day of March, 1833; the continued and wilful absence of the said defendant since the 3d of November, 1842, being more than three years last past—and prays, for that cause, a divorce, alimony and the guardianship of her children.

By W. C. LAWRENCE, her Sol.

Attest: JOHN CASSIT, clk. C. P.

May 20. [2,00] *6

Elizabeth Huff vs Anthony Huff } Petition for divorce } Notice of Pendency of bill.

State of Ohio
Union County } ss

P. B. Cole publisher of the Argus a weekly news paper published in Marysville Union County and of general circulation therein makes oath and says that the notice (a copy of which is hereto attached) was regularly published in said Paper for six consecutive weeks commencing on the 20th of May 1846

P. B. Cole

Sworn to & subscribed in open Court July 30th 1846

John Cassit clerk

R 31.00.0000000 2000000000000 1845 18 / 28 1845 13 / 1832

Robert Huff Huff March

3 2 33. 324

Married in Virginia

Randolph County March. 26. Sarah

born (14. March 1834 1846 12 years old 1834.) Rachael 14 March

1846. 10 years. Samuel M. 12 Dec 1845. 8

Rebecca Ann Feb. 15. 1846. 6. Minerva

Jane 20th March 1846. 4. William

Married in March left 18 mos after.

removed to Ohio where She still lives.

123. acres 20 acres improvement

Union Com. Plens

Precipe.

Filed July 29. 1846.
John Carril Clk.

State of Ohio }
Union County. } Clerk of the Court of Common Pleas.

You will subpoena, as witnesses the following persons to wit: A. A. Williams James Wilber, Warren Lathrop, and Leonard Hale, to be and appear before the court of Common Pleas in and for said county on the 30th day of July 1846. to testify in a case in which Elizabeth Hoff is petitioner against Anthony W. Hoff.

Wm. C. Lawrence her Atty.

Chancery Case File

Case No. 1846-CH-0019

No. 46-CH-19

Union Common Pleas Court.

B P Slanton & Co
Plaintiff,

AGAINST

Norman Chipman
Defendant.

AUG TERM. 1850

DECREE FOR PLAINTF

Journal 4 Page 337

Record No. 5 Page 621

Ex. Doc. Page

S B Stouton & Co
vs
Broom & Chipman

Recorded

53

Continued with leave to amend Bill
Aug. 5. 1847.

W. B. Hunter & co

v

Brown & Chipman

Bill

57

I allow an injunction as prayed for in this bill, to be continued until the further order of the Court, and order the plaintiff to give bond and security to the defendants in the sum of One hundred dollars, conditioned for the payment of all costs herein expended in case the injunction should be dissolved and the Bill dismissed.

June 19th 1846.

Levi Phelps as Judge
Com. Pleas. M.C.

Filed June 18. 1846.
Joh. Caseil Clerk

Copied p. 406

The Clerk will issue subpoenas to defendants returnable June 19th 1846
Joh. Caseil. Clerk.

Duncan & Rotes &
Alleman & Conry atty
for Complt

To the Hon the Court of Common Pleas of ~~Franklin~~ Union County & State of Ohio in Chancery sitting

Your petitioners Samuel B. Stanton & Charles H. Ring ~~and~~ ~~Sen~~ late partners trading in the name and style of S. B. Stanton & Co - respectfully represent unto your Honors - that Norman Chipman on the 18th day of June 1844 being indebted to said firm in the sum of $925 $\frac{53}{100}$ executed his mortgage to said Stanton & Co which ~~they~~ he conveyed to them Lots number 35 - 39 and part of Lot No 38 in the Town of Marysville in said County by a deed of mortgage to secure said debt - subject nevertheless to be redeemed upon the payment of said sum and interest. all of which will more fully and at large appear by reference to said mortgage deed, which is herewith filed and made a part of this bill -

Your petitioners further represent that B. Boylan & Co of Cincinnati recovered a judgment against said Chipman at the June Term 1843 in the Sup Ct. of said County for the sum of $183.38 and costs of suit - ~~upon~~ which judgment was remanded to the Common Pleas and an execution issued and levied upon ~~2 horses~~ 1 Carriage 1 set of harness & 2 horses Oct 1. 1843 which property was abound and to pay said debt and cost and and said Chipman at that time had a large amount of other personal property clear as surplus. Said property was offered for sale several times and not sold for want of bidders ~~on the until July 1846~~. until Apl 4. 1846 - when said property was sold by the Sheriff and purchased by Robson L. Browne for the sum of $16.25 - At the time of said sale said property at a fair sale was worth and would have brought enough to pay said debt -

Some time previous to said sale said Borland & Co wrote to their attorney in this place (as this deft is informed and believes) to know the value of said personal property and that they would bid it

it w and close up the debt. Said attorney did advise them of the value of said ~~Brown~~ property and estimated it at enough to pay said debt or nearly so.

Immediately after said sale to wit on the 9th of May 1846. ~~the~~ execution was issued upon said judgt. of Boland & Co and levied upon Lot No 35 described in said mortgage.

As this defendant is informed and believes - said Broome ~~returning to act~~ acting as agent of said Chipman ~~the~~ purchased said property with the consent of the Attorney of said Boland & Co, and delivered the same ~~as a pond~~ to said Chipman through respt. wrong it out of the hands of the owner of this suit and gave his notes or notes to said attorney for the amount of said judgment and ~~retains~~ claimed the property ~~for~~ to said Chipman and by agreement in order to defraud your petitioners out of the debt and deprive them of the lien ~~out of said lot~~ said execution was issued and levied upon said lot No 35 which is advertised for sale on the 20th of June 1846. Which said ~~Broome~~ Brown is now about to purchase and hold for said Chipman ~~and~~ in order to deprive your petitioners of their lien upon the same and to prevent ~~their collecting their debt~~

Your petitioners further state that said Brown is now and has been for some time acting as agent for said Chipman and has claims in his hands belonging to said Chipman, and said Brown paid for said personal property out of funds belonging to said Chipman and their petitioners charge that said Brown is to pay said note out of money belonging to said Chipman, Your petitioners also state that said Judgt of Boland & Co was assigned to said Brown in his own name. Your petitioners charge that said Brown purchased said property as aforesaid and caused said execution to be levied upon said lot with a view to defraud and cheat your petitioners out their claim and that said property ~~might~~ may be held for the benefit of said Chipman - Your petitioner is also informed and believes that said Chipman has removed said property out of the State of Ohio

Your petitioner therefore pray that said Norman Chipman and said Bean may be made parties defendants to this suit and that they may answer all and singular the premises and particularly that they may set forth and discover

Your petitioner further state that said sum in said mortgage mentioned is still due and unpaid and that said Chipman although often requested so to do has and still does refuse to pay the same

Your petitioner therefore prays that said Chipman and Bean may be made parties defendants to this bill and answer all and singular the premises under oath and particularly set forth and discover what arrangement was made by said Bean with the attorney of Burland & Co. for how much he executed his notes to said Burland & Co. or their atty. What has become of said personal property. What the same was nature. For what purpose he executed said notes to said Burland & Co. What was the arrangement in regard to said notes. Your petitioner also pray that said levy may be set aside and ~~said~~ sale enjoined and that on the final hearing of ~~said~~ this cause said injunction may be made perpetual. and for such other and further relief in the premises as equity and good conscience may require.

Charles H. Ring

Sworn to & Subs. & affirm. & acknowledged

The State of Ohio

Union County ss } Before me an acting notary of the peace in and for said County personally appeared Charles H. Ring and made oath that all the matters and things set forth in the bill are from the information of others he believes to be true and all the other matters and things are true in substance & in fact

Charles H. Ring

Sworn to & subscribed this 27. day of Jan 1886. before me James M. Williamson J.P.

In Union Com Pleas

A. B. Stanton & Co

vs

Broome & Clapson

Replication

Filed Sept 27th 1847
John Cassil, Clerk

S. B. Stanton & Co.
vs
Robert L Broome et al
Norman Chipman

In Chancery.

And the said Samuel B Stanton & Charles H Ming, come and say that the matters and things set forth in their sd 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 Robert L Broome contrary thereto, are untrue; and this they are ready to make appear, as by this Court shall be directed.

By Swayne & Bates &
Allison & Perry Their Solrs.

Union Com. Pleas.

S. B. Stanton & Co.
vs. } Chy:
Broome & Chipman

Amended Bill.

Filed Oct 1st 1847
John Carrel Clk

Swayne & Bates, &
Allison & Curry
Solrs.

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

Samuel B. Stanton & Charles H. Wing, late partners trading under the name and firm of S. B. Stanton & Co. respectfully represent unto your honors that Norman Chipman, on the 18th day of June 1844, being indebted to said firm in the sum of $925.53 executed his mortgage to said S. B. Stanton & Co. whereby he conveyed to them lots Numbers 35, 39, and part of lots Number 38 in the Town of Marysville in said County of Union by a deed of mortgage to secure said debt, - subject, nevertheless to be redeemed upon the payment of said sum and interest, all of which will more fully and at large appear by reference to said mortgage deed which is herewith filed and made a part of this bill.

Your petitioners further represent that B. Boylan & Co. of Cincinnati, Ohio, obtained a judgment against said Chipman at the June Term of 1844, in the Supreme Court of said County, for the sum of $183.38 and costs of suit, which judgment was remanded to the Common Pleas, and an execution issued and levied upon One Carriage, One set of harness, & Two horses, Oct. 1st 1843, which property was sufficient to pay said debt and costs and leave a surplus; and said Chipman at that time had a large amount of other property subject to taken under said judgment. Said property, so levied on as above, was offered for sale several times, and not sold for want of bidders until April 4th, 1846, when it was sold by the Sheriff and purchased by Robson L. Broome, for the sum of $16.25. At the time of said sale said property, at a fair sale, was worth and would have brought enough to pay said debt.

Some time previous to said sale said Boylan and Co. wrote to their attorney in this County (as your Complainants are informed and believe) to know the value of said property, levied on as aforesaid, and stating that they would bid it in and close up the debt; whereupon said Attorney advised them of the value of the said property, and estimated it at an amount

sufficient to pay said debt, or nearly so.

Immediately after said sale, to wit: on the 9th day of May 1846, an execution was issued upon said judgment of said Borland & Co. and levied upon lot No. 35 described in said Mortgage.

Your Orators further represent, ~~that~~ they are informed and believe, and so charge, that said Broome purchased said property at said sale as the agent of said Chipman, and with the consent of the Attorney of said Borland and Co. and delivered the same to the said Chipman in order that he might remove it out of the reach of the process of this Court. Said Broome gave his note or notes to said Attorney of said Borland & Co. for the amount of said ~~[illegible]~~ judgment, and delivered the property to said Chipman; and by agreement in order to defraud your Orators ~~out~~ of their debt and deprive them of their lien said execution was issued and levied upon said lot No. 35, with the intention that the said Broome should purchase the same as the secret agent of said Chipman, and hold the same for the benefit of said Chipman, in order to deprive your Orators of their lien upon the same, and prevent them from collecting their aforesaid debt.

Your Orators further state that said Broome has been for some time acting as agent of the said Chipman. That said Chipman when he went from this County, or at some other time deposited in the hands of said Broome a large amount of Claims against other persons, belonging to said Chipman, all or some of which still remain in his hands; and said Notes given by said Broome to said Atty. of said Borland & Co ~~and~~ to be paid with money belonging to said Chipman. Said Judgment of Borland & Co. was assigned to said Broome in his own name. Said Broome purchased said property as aforesaid, and caused said execution to be levied upon said lot in order that your

Orators might be defrauded out of their claim, and that said property might be held for the benefit of said Chipman. Said Chipman has removed said property out of the State of Ohio.

Your Orators further state that said sum in said Mortgage mentioned is still due and unpaid, and that said Chipman although often requested so to do, has not paid, and still refuses to pay the same. Said Broome has collected some of said claims entrusted to him by said Chipman, and has the proceeds thereof.

Your Orators therefore pray that said Chipman and Broome may be made defendants to this bill, and answer all and singular the premises under oath, and particularly set forth and discover what arrangement was made by said Broome with the Attorney of B. Boylan & Co. — for how much he executed his notes to said Boylan & Co. or their attorney — what has become of said personal property — what the same was worth — for what purpose he executed said notes to said Boylan & Co. or their atty — what was the arrangement about said notes — what was the amount of the claims put into said Broome's hands by said Chipman, with a full and specific description of each claim, and the name of the person or persons from whom due, and whether all or any of said claims have been paid to said Broome or said Chipman, and, if part has been paid, what part, describing each claim so paid particularly, and to whom paid, and what has been done with the amount so paid.

Your petitioners also pray that said levy may be set aside and the sale thereunder of said lot No. 35 enjoined; that on the final hearing of this cause the injunction herein prayed may be made perpetual; and that your Orators may have such other and further relief as equity requires.

By Swayne & Bates, &
Allison & Curry
Sols. for Complainants.

Union Cont Plea

S. B. Stanton

vs

Broome & Chipman

Injunction allowed and bail given

Service ---	$0 35
Mileage ---	5
Copy - ---	10
	$0,50

Wm M Robinson
Sheriff

Filed July 13. 1846
John Cassil Clk

Served June 19th 1846. on R. S. Brown by Copy - & Sarmen Chipman not found

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 Robson L. Broome and Norma Chipman

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 S. B. Stanton & 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 19th day of June A. D, 1846

John Cassil Clerk of Com. Pleas.

S. B. Stanton & Co

vs

R. L. Broome et al

Depositions sealed up and directed by one

Oct 4. 1847 James B. Williams Esq.

Filed Oct. 5th 1847

John Capsil Clerk.

Opened at request of Complainants Counsel

Oct 5. 42

John Capsil Clerk

John Capsil. Clerk of the Court of Common Pleas Union County Ohio

Union Cont. Pleas

S. B. Stanton & Co

v

Broome & Chipman

The Answer of Broome

and Exhibits

Filed June 27th 1848

John Cassil, Clerk

Case & Smedrick

Sol for Respt.

Union Common Pleas

D. B. Stanton & Co.

vs. Chy:

Broome & Chipman

Amended Bill.

Filed June 22, 1848
John Cassil Clk

Swayne & Bates
& Allison & Curry
Sols.

To the Court of Common Pleas, of Union County and State of Ohio, in Chancery Sitting:

[redacted]

Samuel B. Stanton and Charles H. Wing, late partners under the name and firm of S.B. Stanton & Co. respectfully represent unto your honors that Norman Chipman on the 8th day of June 1844, being indebted to said firm in the sum of $925,53, executed his mortgage to said S.B. Stanton & Co. whereby he conveyed to them lots number 35, 39, and part of lot Number 38 in the Town of Marysville in said County of Union by a deed of mortgage to secure said debt, subject, nevertheless, to be redeemed upon the payment of said sum and interest, all of which will more fully and at large appear by reference to said mortgage deed which is herewith filed and made a part of this bill.

Your petitioners further represents that B. Boylan and Co. of Cincinnati Ohio, obtained a judgment against said Chipman at the June Term of 1844, in the Supreme Court of said County, for the sum of $183,38 and costs of suit, which judgment was remanded to the Common Pleas, and an execution issued and levied upon one Carriage, one set of harness and two horses, Oct. 1st 1843, which property was sufficient to pay said debt and costs and have a surplus; and said Chipman at that time had a large amount of other property subject to be taken under said judgment. Said property so levied on as above was offered for sale several times, and not sold for want of bidders until April 4th 1846, when it was sold by the Sheriff of said Union County, and purchased by Robson L. Broom for the sum of $16,25. At the time of said sale said property, at a fair sale, was worth and would have brought enough to pay said debt.

Sometime previous to said sale said Boylan & Co wrote to their attorney in this County (as these Complainants are informed and believe) to know the value of said property levied on as aforesaid, and stating that they would bid it in and close up the debt; whereupon said attorney advised them of the value of said property, and estimated it at an amount sufficient to pay said debt or nearly so.

Immediately after said sale, to wit on the 9th day of May 1846, an execution was issued upon said judgment of said Boylan & Co. and levied upon lot No. 35, described in said mortgage. — Your Orators further represent that they are informed and believe, and so charge, that said Broom purchased said property at said sale as the agent of said Chipman, and with the consent of

the Attorney of said Boyland & Co. and deliver the same to the said Chipman in order that he might remove it out of the reach of the process of this Court. Said Broom gave his note or notes to said Attorney of said Boyland & Co. for the amount of said judgment, and delivered the property to said Chipman; and by agreement in order to defraud your orators out of their debt and deprive them of their lien said execution was issued and levied upon said lot No. 35, with the intention that the said Broom should purchase the same as the secret agent of said Chipman and hold the same for the benefit of said Chipman in order to deprive your orators of their lien upon the same, and prevent them from collecting their aforesaid debt.

Your Orators further state that said Broom has been for some time acting as the agent of said Chipman; That said Chipman, with the knowledge and consent of your Orators, deposited in the hands of said Broom a large amount of claims against other persons, to wit the amount of $2000,00 belonging to said Chipman, to be by said Broom collected as the Trustee of your Orators and paid over to them upon their said debt as fast as collected; and it was the understanding and agreement of said Chipman, said Broom and your Orators that said Broom should so act as Trustee for your Orators; and your Orators charge that said claims have been collected by said Broom, but that he has not paid over the same nor any part thereof to your Orators.

Your Orators further charge that said notes given by said Broom to said Boyland & Co. are to be paid or have been paid with money belonging to said Chipman. Said judgment of said Boyland & Co. was assigned to said Broom in his own name. Said Broom purchased said property as aforesaid, and caused said execution to be levied upon said lot in order that your orators might be defrauded out of their claim and that said property might be held for the benefit of said Chipman. Said Chipman has removed said property out of the State of Ohio.

Your Orators further state that said sum in said Mortgage mentioned

is still due and unpaid, and that said Chipman, although often requested so to do, has not paid, and still refuses to pay the same.

Your Orators therefore pray that said Chipman and said Broome may be made defendants to this bill, and answer all and singular the premises under oath, and particularly set forth and discover what arrangement was made by said Broome with said Attorney of B. Boylan & Co. — for how much he executed his note or notes to said Boylan & Co. or their attorney — what has become of said personal property — what the same was worth — for what purpose he executed his note or notes to said Boylan & Co. or their attorney — what was the arrangement about said notes — What was the amount of said claims put into said Broome's hands by said Chipman to be collected and paid over as aforesaid by said Broome as the trustee of your Orators — What is the full and specific description of each claim, and the name of the person or persons from whom due, — whether said claims have been paid to said Broome, in whole or in part, and, if not so paid in whole, then specifically what part has been so paid, and what part has not been so paid — whether said Broome has the said claims or the proceeds thereof in his possession, and, if neither the whole thereof nor any part thereof be in his possession, what disposition he has made of the same, stating specifically the names of the person or persons to whom the same or any part thereof has been by him paid away, with the precise amount paid away to each and every such person or persons, — what part, if any, of said claims said Broome failed to collect, and what he has done with such uncollected claims; ~~and specifically~~ What amount of the proceeds of said claims said Broome paid over, if any, to John Fleet, and what amount to Peter Egan, stating specifically the amount paid to each? — What amount, if any, of said claims were and are uncollectable? —

Your petitioners also pray that said bey may be set aside, and the sale thereunder of said lot No. 35 enjoined; that on the final hearing of this cause the injunction herein granted may be made perpetual; that said Broome may be compelled to pay over to your orators the amount of the collected and collectable claims put into his hands as trustee as aforesaid; and that your Orators may have such other and further relief as equity requires.

By Swayne & Bates, &
Allison & Curry,
Sols. for Complainants.

Union Com Pleas

S. B. Stanton & co

vs

R. L. Broome et al

Depositions

J. M. Millinison J. P. fees $1.88

D. B. Stanton & Co.
vs
Robson L. Broome et al.

In Union Common Pleas,
In Chancery.

Depositions will be taken, in this Cause, by the Complainants, before James M. Wilkinson a Justice of the Peace of Paris Township, in Union County, Ohio, or some other Competent authority, at the Office of said James M. Wilkinson in said Township on the 4th day of October 1847 between the hours of Six A. M. and Nine P. M.

Dwyer & Bates, &
Allison & Curry
Sol's. for Complts.

Dated Oct. 2d 1847

Service of the within Notice acknow=ledged, this 2nd day of October 1847.

P B Cook Atty for Defts

Depositions of witnesses taken in a cause in Chancery pending in the Court of Common Pleas of Union County Ohio wherein Samuel B. Stanton and Charles H. Wing late partners under the name and firm of S. B. Stanton & Co. are complainants and Robson L. Broome and Norman Chipman are defendants, in pursuance of the notice hereto attached, and at the time and place therein mentioned. Plaintiffs present by their attorneys. and R.L. Broome one of the defendants present and also P.B. Cole as Defts attorney.

William M. Robinson of the County of Union, of lawful age, being first duly sworn by me, as hereafter certified, deposes and says:

Question by Complainant; Did or did not you as Sheriff of Union County sell certain property of Norman Chipman by virtue of an execution in favor of B. Boylan & Co? — if so state the articles of property so sold? — the value of each article? the amount for which each article sold? and the purchaser of each article? and when said property was sold.

Answer. ~~[illegible]~~ I did sell certain property of Norman Chipman under execution. The articles were one set of one horse harness, sold at one dollar and fifty cents. One Buggy sold at five dollars and seventy five cents. One Horse sold at five dollars. The foregoing property was sold to R.L. Broome according to the best of my recollection and one Horse Beast, sold for four dollars to Bill Welch. I should think the harness was worth five dollars. The Buggy I should think was worth thirty five dollars. The Horse that Broome bought was worth fifty dollars I think. The Horse that Welch bought I should ~~[illegible]~~ think was not worth more than what he sold for. I suppose the property was sold on the fourth day of April 1846

Question by Doman: State, if you know, what became of the property so sold, as stated in your first answer?

Answer. I saw the horse at Chipmans house, hitched to a wagon into which Chipman and wheeler were load=ing goods from Chipmans house. It was at the time that Chipman and Wheeler were starting to the West. This was the horse that was sold to Robison & Broome as stated in the first answer. I do not know what became of the other property. I suppose the horse belonged to ~~Dan. Boylan~~ Chipman when taken away.

Defendant here objects to the last answer.

Ques. by Dam. State whether any circum=stances occurred at and before said Sale showing any connivance between said Boy=lan & Co. or their Attorney, and the Defendant Chipman or any other persons to cause said property to sell below its value?

~~Answer~~ Defendant objects to this question.

Answer. I did not see any such circumstances

Ques. by Dam. State whether or not you knew from any of the persons mentioned in the last question of communications between said Boylan & Co. and their atty, as to the value of said property; and the intention of said Boylan & Co. to buy the same.

Answer. I beleive I do. } Defendant objects

I had a conversation with Mr Lawrence about the value of the property. he stated to me that he was going to correspond with Boylan & Co. and that he meant to have the property bid in at the next time it was offered, and asked me what the property was worth. I made an estimate of the propert=y. with which Mr Lawrence was satisfied. and I beleive put in the letter but don't know. the estimate was over a hundred dollars, said Lawrence was attorney for Boylan and company.

Ques. by same = Do you or not, know of the existence of any circumstances at or after the sale aforesaid, showing a purpose to have existed among any of the persons mentioned in the third question to cause said property to sell below its value?

Answer. They did let it go below its value. Attorney for Boylan & Co was present and Broome for Chipman and both bid on it. I did not know of any intention of letting the property go below its value.

Cross Examined by Deft.:

Question by Deft — are you positive that Broome bought any more of the property sold by you as above stated than one horse — might it not be Bill Welch that bought all the property but the one horse

Answer I am not positive as to the buggy and Harness but as to the Horses I am. As to the other property I am governed by the return made on the Execution at the time which I then believed to be correct

Question by same

— Do you know whether the Horse you state that you saw hitched to the wagon at Chipmans Door was in the possession of Wheeler or Chipman and do you know who then owned the Horse or did you ever see the horse in Chipmans possession after the sale.

Answer. I did not know whether the horse was in Chipman's or Wheeler's possession, I do not know who then owned the horse. I don't know that I ever did see the horse in Chipmans possession after the sale. Except the time spoken of above.

Question by same. Do you or do you not know whether the said Atty of Boylan & Co. did ~~write~~ send the letter to Boylan & Co. giving the value of said property or not.

Answer I do not know. only he told me he was going to

Wm M Robinson

Also. Bill Welch of Union County of lawful age, being first duly sworn as hereafter Certified, deposes and says:

Ques. by Complaincants:- State if you know about what value of personal property Norman Chipman had in his possession the twixt October first 1843 and April 5th 1846.?

Answer. Up to January 1846. I Bought of Chipman three hundred dollars worth of property. for two years previous to that I had the same property rented of Chipman, and over which he exercised ownership.

Cross Exam'd Question by Deft

Did you know of Chipman having any personal property after January 1846

Answer. Not in his possession. Excepting his household furniture. Nor in the possession of any person for him

Question by Same - Do you know who bid off the two Horses wagon & Harness of Chipman that was sold in April 1846 on the execution of B Bayles & Co against said Chipman the sold by ~~Sheriff~~ Mr M Robinson the Sheriff -

Answer Mr Broome bid of one horse. and I bid off one horse. the buggy and harness.

Question by Same - Do know what was done with the property so bid off by Mr Broom & you selfe

Answer The horse that Mr Broome bid off I dont know anything about him. The horse I bid off I sold to Mr Rosetter the harness I sold to Mr Brophy

and the buggy to a Mr Patterson of Columbus
Question by same when was said Chipman in this place
last & how long was he here at that time,
Answer. He was here sometime in July 1846. he
was here either two or three days
Ques. by complainants. At the time said
Chipman left, as stated in your last answer,
did or did not he say that he would return
soon?
Answer Yes. I think he told me he should
return again before he left
Ques. by same. State if you know to what
use and how the price of the property
which you bought of Chipman, as above
stated, was applied.
Answer I gave my notes for them. ~~and the~~
~~notes were assigned to the Wheels. one hundred~~
~~to Mr Wheel and two hundred to Mr Broom~~
~~by Mr Chipman~~. One note for two hundred dollars
to Mr Broom and one for one hundred and twenty
dollars. eighteen dollars of which was for rent.
I gave to Mr Chipman. And which I paid to
Mr Wheler. Excepting about fifty dollars which I had paid
to Chipman

B Welch

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 William M. Robinson. and Bill Welch
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 4th day of October in the year 1847 James M. Wilkinson J.P. (Seal)

Proof of Notice

Stanton & Co
vs
Chipman & Brown

Filed May 4th 1847
John Cofoil Clk

State of Ohio
Union County ss
S B Stanton & Co
vs
Norman Chapman
R L Broome

In Chy.

personally appeared in open Court P. B. Beale publisher of the Argus a news paper published and in general circulation in said County and made solemn oath that the notice hereto attached was published in said paper for Six Consecutive weeks commencing Feb 10 1847

P. B. Beale

Sworn to & Subscribed in Court this 4th day of May 1847.

John Cajsie, Clerk

In Union Common Pleas.

S. B. Stanton & Co.
vs.
Norman Chipman & Robson L. Broome. } IN CHANCERY.

IN pursuance of an interlocutory order of the Court of Common Pleas of the county of Union, made at their October term, 1846, the said Norman Chipman will take notice, that on the 18th day of June, A.D., 1846, Samuel B. Stanton and Charles H. Wing, late partners trading in the name and style of S. B Stanton & Co., filed their Bill in said Court, setting forth, that the said Norman Chipman, on the 18th day of June, 1844, being indebted to complainants in the sum of $925,53, executed to them his mortgage, thereby conveying to complainants with other property, Lot No. 35 in the town of Marysville, to secure said debt which is still unpaid. That B. Boylan & Co. recovered a judgment against said Chipman, at the June Term, 1843, of the Supreme Court of said county, for the sum of $183,38 and costs of suit; which judgment was remanded to the Common Pleas and an execution issued, which was levied upon certain personal property therein described, which was abundant to pay said debt and costs, said Chipman having a large amount of other personal property at the time subject to levy. That said property was sold under said levy by the Sheriff, and purchased by Robson L. Broome, for the sum of $16,25, the said property at the time being worth, and would have brought at a fair sale, enough to satisfy said judgment. That afterwards, on the 9th of May, 1846, an execution was issued upon said judgment, and levied upon said Lot No. 35.—That the said Broome was acting as the agent of said Chipman, and by a fraudulent arrangement between them (and by the consent of the Attorney of Boylan and Company,) purchased said property with funds belonging to said Chipman, and delivered the same to said Chipman, that he might remove it out of the reach of the process of this Court. That said Broome gave his note to the Attorney of Boylan & Co. for the balance of their claim, which by said fraudulent arrangement is to be paid out of funds belonging to said Chipman. That said Broome took an assignment to the judgment himself, and caused said levy to be made upon said Lot, intending to purchase the same, and hold it for the benefit of said Chipman, with a view to defraud the complainants.

The bill prays that said Chipman and Broome may be made defendants, and particularly answer and discover all and singular the premises under oath—that the said levy on Lot No. 35 may be set aside and all further proceedings under said levy be perpetually enjoined; and other and further relief, &c.

By SWAYNE & BATES, and
ALLISON & CURRY,
Att's for Compl'ts.

Feb. 10, 1847. n39w6

Univ Cen Plas

L B Stanton & Co
vs
Brown & Chipman

Brown, Worthy

Filed April 24, 1868
John Cassil clerk

in money Broome gave his note to pay the judgment said note to be paid if the lay would hold the lot the Claims put into Broome hands by Chipman to apply on the Stanton Claim have all been withdrawn from him and he has no claim of Chipman in his hands he thinks the amount when left with him was between $1500.00 and $2000.00 and from $700.00 to $1000.00 collected and paid over to Chipman or his order part of the amount collected was paid over to Hack a part to Peter Igoe both of whom had claim against Chipman said payments to Hack and Igoe or a part of them were made with the consent of Wing one of the firm of Stanton & Co this respondent has given up all the papers he had belonging to Chipman and therefore is not any way in which he could ascertain the exact amount of the claims nor could he give a specific description at this time of any one of them nor the name of but a very few of them from whom due nor could he tell whether all have been paid or not they were not all paid while in his hands it is impossible for Broome to know or tell what part of said claims were paid with any certainty he has told above as near as possible from memory which is all he has at this time to depend upon having fully answered the complainants bill Broome thinks there was no fraud or collusion on his part and he believes he has done nothing in this matter but what he had a legal and equitable right to do he therefore asks that the injunction be dissolved that he be paid his costs and have such other relief as equity may give

Robert L Broome

State of Ohio Union County } Before me an acting justice of the peace in and for said county personally appeared Robert L Broome and made oath that all the matters and things set forth in his answer to the bill of S B Stanton & Co as from information of others he believes are true and all the other matters and things are true in substance and fact

James Lower J.P.

In the Court of Common Pleas of Union County & State of Ohio
in Chancery sitting

Robert L Broome in answer to S B Stanton & Co says he knows nothing of N Chipman dealing with them or of the time of Mortgaging to them of L L & C B Boylan & Co he believes had a judgment against Chipman amount and date probably as stated by S B Stanton & Co and no doubt they had an execution issued and it may be a carriage harness and two horses were levied upon but of the sufficiency of said property to pay said judgment and cost Broome does not believe said property may have been offered for sale if it was it was not sold that is certain untill April 4th 1846 or some other day said property was sold by the Sheriff publicly for $16.25 but this respondent positively and unequivocally denies buying any of said property except one horse said property then sold was not worth nor would it bring at the time of a fair sale as this respondent believes one half the amount of the debt and costs Broome does not believe the attorney of Boylan & Co ever wrote to them that the property under execution would nearly pay debt and costs at the time of sale on execution may have issued on the 9th day of May 1846. Broome does not know but he knows he did not order it out this respondent positively denies acting as agent for Chipman in purchasing said property either with or without the consent of attorney of C B Boylan & Co Broome denies delivering any of the property to Chipman after the sale Broome bought the judgment and gave the full amount of judgment and interest to the time he bought and paid part money and gave a Notes for the balance without asking Chipman means it is true Broome intended to purchase the but not to prevent Stanton & Co from collecting their debt it is untrue that Broome is or was about to

purchase the lot for any person but himself or with any person mean except his own Broome denies acting as agent for Chipman in regard to this property Broome also denies that he ever paid for any personal property bought at Sheriffs sale out of funds belonging to Chipman Broome denies having any known claim in his hands belonging to Chipman ([illegible] on the debt due them [illegible]) Broome denies that he is to pay the Note given for the Boylan judgment out of money belonging to N Chipman judgment was assigned to Broome in his own name he thinks Broome denies that he purchased said property or caused said execution to be levied on said lot with a view to cheat or defraud Stanton & Co out of their Claim or that said property may be held for said Chipman Broome says Chipman has not moved the property out of the State of Ohio as he believes since the sale to Bill Welch who was the purchaser at the sheriff sale of all the property except one horse the said property remained with Welch after Chipman left the County Broome was security on the appeal from the Common Pleas to the supreme court and the attorney of Boylan & Co had told him Broome if the money was not paid by Chipman he should call on the security and after assuring Broome the lien was good on the lot and also that the personal property levied on would not half pay the debt and costs Broome bought said judgment for his own security and benefit Broome thinks he paid about $144.00 in money and the about $66.00 or thereabouts he has no means of knowing precisely either the amount of money paid or the amount of the note the personal property sold at the sheriffs sale the last Broome knew of it was in Bill Welchs possession except one horse which he has heard is dead the said personal property was offered to Broome by the attorney of Boylan & Co for $100.00 and he would bid it in I did not think it worth that sum to me

Union Com Pleas

J. B. Stanton &c
vs
Norman Chipman

Copy of
Order of Sale May Term
1850

Filed August 12, 1850
James Hinkson Clk.

For expense - see
complaint & ~~[illegible]~~
bill of costs & with
the execution &
costs. [illegible]

Costs Bill Paid
Received

By virtue of this writ, I advertised the within named Claims in the Marysville Tribune for three consecutive weeks, and sold them On the 10th day of August A.D. 1850 at the Door of the Court house in the Town of Marysville A Schedule of said Claims is hereto attached, with the names of persons to whom they were sold and the amount for which they were sold.

Made by Sale thereof Eighteen dollars and ninety seven cents.

Paid P. W. English, Printers fee $1.75. See Receipt
Price, Allison & Carey attys for Complaints 7.34
Price Jas Hinkson jr Clerk of Court 5.38
Retained my fees 2.00
$18.97

Master Commissions fees $2.00
August 12. 1850.

James M. Wilkinson Master
Commissioner Union Com Pleas

S. B. STANTON vs. Norman Chipman et als.--Union Common Pleas.

By virtue of an order of the Court of Common Pleas of Union County, Ohio, directed to me, I will offer for sale at the door of the Court House, in Marysville, between the hours of 10 A. M. and 4 P. M., on the 10th day of August, 1850, a lot of notes, accounts, and orders, late the property of N. Chipman, which can be seen at any time previous to the day of sale, by any person wishing to purchase, by calling upon me, at my house.

JAMES M. WILKINSON,
Master Commissioner in Chancery, Union Common Pleas.

July 17, 1850. n44ts.pf.$1.75

David W. English being duly sworn says, that the notice hereto attached was published three consecutive weeks next after the 16th day of July 1850 in a newspaper called The Marysville Tribune. during that time printed in the County of Union and State of Ohio.

D. W. English.

Sworn to and subscribed before me this 12th day of August 1850

James M. Wilkinson J.P.

A Schedule of Notes belonging to A Chipman and sold by order of Union Com Pleas at the Suit of S. B. Stanton & co

Names of Payers	Amt	Date	When Interest commenced	To whom Sold	Amt sold for
Silas Moore	$6.50	April 15, 1835	Oct 1835	Charles W. B. Allison	.04
Elias Impson	5.68	May 26, 1837	May 27, 1837	Charles W. B. Allison	.01
Elias Impson	2.25	Nov 21, 1837	Nov 22, 1837	Charles W. B. Allison	.01
George Harper	20.68	June 7, 1837	June 8, 1837	Charles W. B. Allison	.40
Clark Morris	6.83	Aug 4, 1827	Sept 4 1827	Charles W. B. Allison	.01
Joseph Bishop	3.00	Aug 6, 1835	Aug 7, 1835	James E. Harriott	.03
Abel Moore	13.59	July 23, 1842	July 23, 1842	Charles W. B. Allison	1.35
Abel Moore	2.48	Dec 16, 1842	Dec 16, 1842	Charles W. B. Allison	.01
Robt H. Harrison bal	48 / 7.75	July 3, 1843	July 4, 1843	Charles W. B. Allison	.01
Stephen Clayton bal of principal due Cr Jan 24, 1842	1.81	April 3, 1835	April 4, 1835	C. W. B. Allison	.36
William A. Lee, bal	20.81	Jan 20, 1840	Jan 21, 1840	C. W. B. Allison	1.30
John W. Miller	75.00	Oct 15, 1836	Oct 15, 1836	C. W. B. Allison	.30
John W. Miller	75.00	Oct 15, 1836	Oct 15, 1836	C. W. B. Allison	.01
Loren Carpening	2.19	March 24, 1842	March 25, 1842	C. W. B. Allison	.61
L. C. Salmon	50	May 24 1843	May 25, 1843	C. W. B. Allison	.01
James Campbell, W. B. Irwin	55.00	1837	1837	C. W. B. Allison	.01
Wm H. Speer	1.89	Sept 23, 1839	Sept 23, 1839	C. W. B. Allison	.03
James Moore	16.50	Dec 6, 1834	Dec 6, 1834	James W. Evans	.02
Chipman & Williams	17.00	May 14, 1834	May 15, 1834	C. W. B. Allison	.40
E. M. Randalls	4.50	July 8, 1835	July 8, 1835	C. W. B. Allison	.01
R. Clark	9.08	March 14, 1843	March 15, 1843	James W. Evans	.13
Eli Grove	3.09	Nov 16, 1837	Nov 17, 1837	George W. Cherry	.05
Thomas Triple	3.50	Dec 2, 1840	Dec 3, 1840	Joshua Drury jr pd.	.61
P. Thornton	.85	April 6 1837	April 6, 1837	C. W. B. Allison	.01
Jeremiah Davis	9.00	Dec 14, 1833	Dec 14, 1833	James W. Evans	.11
John Long	2.75	Jan 29, 1841	Jan 30, 1841	Ransom Clark jr	.02
Lockwood Lepson	2.25	Dec 27, 1834	Dec 28, 1834	Ransom Clark jr	.02
Thomas Tuttle	2.75	Sept 24, 1831	Sept 25, 1831	James W. Evans	.03
Wm P. Geer	24.42	July 10, 1839	Jan 10, 1840	James W. Evans	.65
James L. Ward	5.00	June 9, 1843	Sept 1 1843	Ransom Clark jr	.02
Nicholas Speer	30.25½	Feb 8, 1838	Feb 9 1838	James W. Evans	.86
Solomon Howe	15.50	Oct 1, 1840	April 1, 1841	C. W. B. Allison	.65

Names of Payers	Amt of principal	Date	When Interest commenced	To whom Sold	Amt sold for
Valentine Chipman	$20.22	May 26, 1839	May 27, 1839	Ransom Clark jr	.26
John Kent	2.00	Dec 3, 1835	Dec 3, 1835	Ransom Clark jr	.02
Isaac Sammons	7.06	Dec 28, 1830	Dec 29, 1830	Ransom Clark jr	.52
David Howck	1.50	March 11, 1836	March 11, 1836	Ransom Clark jr	.04
Elliot Locke	2.86	Dec 7, 1837	Dec 8, 1837	Ransom Clark jr	.02
E. Martin	2.50	Jan 16, 1837	Jan 17, 1837	Ransom Clark jr	.02
Hardy Webb	3.50	Dec 2, 1837	Dec 3, 1837	Ransom Clark jr	.02
Wm Moore jr	5.75	Sept 7, 1841	Jan 7, 1842	Ransom Clark jr	.53
Uriah Coolidge	7.18	July 22, 1843	July 23, 1843	Ransom Clark jr	1.27
James Kennedy	27.14	March 23, 1839	March 24, 1839	Ransom Clark jr	.40
Thomas L. Holden	7.95	Dec 19, 1840	Dec 20, 1840	Ransom Clark jr	1.06
Othias Kennady	3.00	Feb 5, 1836	August 5, 1837	Ransom Clark jr	.73
Warren Lathrop	12.30	Nov 14, 1836	Nov 14, 1836	Ransom Clark jr	1.50
Samuel Mapes	74.63	March 23, 1837	March 24, 1837	C. W. B. Allison	4.25
Accounts					
Estate of Levi Fells	3.24½	Jany 16, 1843		Ransom Clark jr	.02
James Crotty (order)	5.25	April 14, 1842		Ransom Clark jr	.02
Seymour Wilkins	2.12	No date		Ransom Clark jr	.02
Isaac Judy	2.91	July 18, 1842		Ransom Clark jr	.02
Elisha White	1.62½	different dates		Ransom Clark jr	.02
Andrew Carter	1.75	July & August 1837		Ransom Clark jr	.02
John Long	3.00	Oct 13, 1841		Ransom Clark jr	.02
Daniel Williams	10.24	July 8, 1842		Ransom Clark jr	.75
Military Drafts					
John Bartholomew	4.00	Sept 17, 1839		C. W. B. Allison	.15
John Bartholomew	4.00	Oct 18, 1836		Ransom Clark jr	.10
John Bartholomew	1.50	Sept 21, 1831		Ransom Clark jr	.10
W. B. Hager	1.50	Sept 13, 1843		Ransom Clark jr	.10
					$18.97

L. B. Stanton & co vs. Norman Chipman

Ordered that James M Wilkinson Master Commissioner in Chancery. Sell the Claims in his hands in this case at Public Auction, after having given notice as provided in the act authorizing Sale of Claims by Administrators, and report his proceedings herein to the next term of this Court. to which time this Cause is Continued.

The State of Ohio Union County, ss.

I hereby certify that the above entry is truly Copied from the Journal of the Court of Common Pleas of said County, of the Term of May A. D. 1850.

Witness my hand and the seal of said Court at Marysville this 25th day of June AD 1850

James Kinkade for Clerk
Union Com. Pleas

S. B. Stanton & Co
vs
N Chipman & als

Allen & Curry
Receipt $9.34

S. B. Stanton & Co
vs
N. Chipman et al

Chancery In Union Com
Plea —
Recd of Jas M Wilkinson
Master in Chancery Nine
dollars and thirty four cents
money made in above case

Sept 12 1850

Allison & Lenn
Attys for Complt

S. B. Hunter & co
vs
A. Chipman et als

D. W. English Printer
Receipt $1.75

S. B. Stanton & Co
vs
Norman Chipman et als

Union Com Pleas
In Chancery

Rec'd of James M Wilkinson Master Commissioner Union Com. Pleas. One dollar and seventy five cents. Printers fees in full for advertising the sale of notes. in the above named cause

D. W. English.

Marysville August 12. 1850

Union Court Pleas

S. B. Stanton & Co

v

Broome & Chipman

Filed June 18. 1846

John Carroll Clk

Copied $.19

Know all men by these presents that we S B Stanton & Co. of Franklin Co. Ohio and James E Harriott of Union County Ohio are held and firmly bound unto R S. Broome & Norman Chipman of Union County Ohio in the penal sum of One hundred dollars to the payment of which well and truly to be made, we hereby bind ourselves our heirs executors and Administrators firmly by these presents sealed with our seals and dated this 19th day of June A D 1846. The Condition of this Bond is this, whereas S. B. Stanton & Co. has procured in a Case in Chancery against the said R. S. Broome & Norman Chipman an Injunction to Stay Certain proceedings at Law in a Certain matter wherein B. Boilan & Co. is Plaintiff in a Judgement against Norman Chipman Defendant for $183 38/100 which said Judgement was assigned to R S. Broome, Now if the said S B. Stanton & Co shall pay all Costs which may be decreed that may in said Case be rendered against them, then this obligation to be void, otherwise in full force & Virtue in Law

(Seal)

James E Harriott (Seal)

No. 46-CH-19

Union Common Pleas Court

S. B. Stanton
Plaintiff,

against

N. Chipman
Defendant.

AUG TERM. 1850

Journal 4 Page 337

Record No. 5 Page 621

Ex. Doc. Page

Ernst

S. B. Stanton & ux } Chancery -
vs
N. Chipman } This cause came on to ~~the hearing~~ upon the report of the Master in Chancery made under the order ~~of sale~~, of sale made at the last term of this Court - and the Master having made report that the claims in his hands in this case were all sold - and the Court having examined said report and the sales by him made, and ~~being satisfied that~~ due notice has been given, and being satisfied of the legality of the sale in all respects - ~~do confirm the said report and the sales by his made - and the claims so sold~~. It is therefore ordered adjudged and decreed that the said report, and the sales by said Master made - be in all respects confirmed - That the interest and property in said notes vest in the purchasers thereof at said sale - and that the said Master transfer the same to the respective purchasers - It is further ordered ~~that the Master~~ first pay out of the proceeds of said sale the costs herein made since the September Term 1848 - and that he pay the ballance to the Complainants -

No. 46-CH-20

Union Common Pleas Court.

Alexander Burnside admr
Plaintiff,

AGAINST

Addison Osborne et al
Defendant.

JUL TERM. 1846

JUL TERM. 1846

Decree for plaintiff

Journal 3 Page 448

Record No. 4 Page 574

Ex. Doc. Page

In Union Com Pleas

Alexander Burnside
Admr of M. L. Osborn

vs

Addison Osborn et al
~~the Heirs of said Osborn~~

Petition to complete Contract

Filed June 26th 1846
John Cassil, Clerk

Cost bill made

Recorded Vol 4 pages
574.575.576

Allison & Curry

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

Your Petitioner Alexander Burnside Administrator of the estate of Marquis L Osborn, deceased, States to the Court, that on the 9th day of December A.D. 1840, the said Marquis L Osborn, decd. executed his writing obligatory under seal, to one Solomon Ezra, conditioned to make him a deed for his lots Numbers, twenty seven (27), twenty eight (28), and twenty nine (29), in the Town of Arbela in the County of Union and State of Ohio. For which lots the said Solomon Ezra, was to pay to the said Osborn, the sum of thirty dollars on or before the 25th of October next thereafter, ~~most~~ all of which has since been paid by the said Solomon Ezra or his assigns, the said Bond or writing obligatory was subsequently assigned by the said Ezra to one Albert R. White, and by him assigned to William R. Henning on the 11th September 1841. who now holds the same.

Your Petitioner further States that on the 28th day of January A.D. 1839 the said Marquis L Osborn, decd, executed his like bond or writing obligatory, to Stacy Smith, conditioned to make him a deed for his Lot (No. 17) number seventeen in the Town of Arbela in the County and State aforesaid. For which lot the said Stacy Smith was to pay the said Marquis L. Osborn the sum of Fifteen dollars in nine months from the date last aforesaid, most or all of which has since been paid by the said Smith.

Your Petitioner further States that some time in or about the month of December A.D. 1839 the said Marquis L. Osborn, decd, entered into a verbal agreement, with one John H. Bosart, whereby the said Osborn bound himself to execute and deliver to the said Bosart a deed for his Lot Number twenty five (25), in the said Town of Arbela, upon the payment of the sum of twenty five dollars

by the said John H Bosart to the said Osborn who gave immediate possession of the said Lot No 25, to the said Bosart. Your Petitioner believes that all of the said purchase money has since been paid by the said Bosart.

Your Petitioner further states, that some time in or about the month of December A.D. 1839, the said Marquis L. Osborn, decd. made a verbal agreement with one Samuel McWade, whereby the said Osborn bound himself to execute and deliver to the said McWade a deed for In Lots numbers fifteen (15), sixteen (16), and twenty four (24), in the said Town of Arbela, upon the payment of the sum of thirty dollars, by the said McWade to the said Osborn who gave immediate possession of the said Lots to the said McWade. Your Petitioner believes that the whole amount of the said purchase money has since been paid by the said Samuel McWade.

Your Petitioner further alleges that the above Town Lots are all situated in the County of Union and within the jurisdiction of this Court, and that the purchasers took possession of the In Lots severally purchased by them, and that they or their assigns now hold the same, - that the said Marquis L Osborn departed this life without having made deeds of Conveyance to the said purchasers of the several Town Lots so sold by him as aforesaid, - That the said purchasers having paid the full purchase money for said Lots, are entitled to a conveyance for the same.

Your Petitioner further states that the said Marquis L Osborn, departed this life about the day of A.D. 184 leaving five Children and heirs, to wit, Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn and Josiah Osborn, who are all minors.

and resides in the counties of Logan and Marion in the State of Ohio, and all of whom your Petitioner makes defendants to this Bill.

Your Petitioner further states that as the administrator of the said Marquis L Osborn, dec'd, he is desirous of completing the contracts aforesaid, and for and on behalf of his said heirs at Law, and of vesting their 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 administrator of said Osborn, to complete said contracts by conveying the lands or town lots aforesaid to the said purchasers, or to such persons as are entitled to receive deeds of conveyance, - That a Guardian Ad Litem may be appointed for the said minor heirs, and that there may be such other and further ~~relief~~ action and proceedings in the premises as the nature of the case requires. And your Petitioner brings in to this Court his letters of administration, duly granted, &c.

By Allison & Curry
His Solts

Burnsides
vs
Osburn } proof of Publication

Filed July 29th 1836
John Cassil, Clerk

THE STATE OF OHIO, UNION COMMON PLEAS.

PETITION TO COMPLETE CONTRACTS FOR THE SALE OF REAL ESTATE.

Alexander Burnside, Admr. of Marquis L. Osborn, dec'd.

vs.

Addison Osborn, et l.

Addison Osborn, Margaret Osborn, Elizabeth Osborn, Octavia Osborn, and Josiah Osborn, heirs of Marquis L. Osborn, dec'd., will take notice, that on the 26th day of June. A. D 1846, a petition was filed against them in said court by A Burnside, administrator of the estate of said Marquis L. Osborn, setting forth, that the said deceased, while living, made several bonds and contracts to different persons, whose names are therein specified, conditioned to make to them deeds of conveyance for the several In-Lots which he had sold them, situate in the town of Arbela, in the county of Union, and State of Ohio, and which are particularly described in said petition. That he died without having made deeds, according to his said contract, and that the purchase money has been paid by the purchasers. The object and prayer of the petition are, to authorize the said administrator to complete the said contracts, for and on behalf of his said heirs, and execute deeds to the purchasers, and such other action in the premises as the nature of the case requires.

The said defendants will appear at the next term of said court, and show cause, if any they have, why the prayer of said petition should not be granted.

By ALLISON & CURRY,
His Solicitors.

July 1 (pr. $2) $2

State of Ohio Union County ss

P. B. Beale publisher of the Sagres a Mans paper published & in general circulation in the County aforesaid makes oath that the Notice hereto attached (copy Alexander Burnsides Admr. of S Osborn Decd vs Addison Osborn et al) in Union Com in Partition, was published for three consecutive weeks in said paper, commence on the 1st day of July 1846 P. B. Beale

Sworn to & subscribed in open Court this 29 July 1846

fee 12½ cts John Cassil, Clerk

Burnsides Adm.
vs.
Osborn's heirs

Answer of Guardian
ad litem.

The joint answer of Addison Osborne, Margaret Osborne, Eligabeth Osborne, Octavia Osborne, and Josiah Osborne, infant heirs of Marcus L. Osborne deceased, by their Guardian Edward Stilling, to the petition of Alexander Burnside administrator of the estate of Marquis L. Osborne deceased

The said Addison Osborne Margaret Osborne, Eligabeth Osborne, Octavia Osborne, and Josiah Osborne, by their said Guardian ad litem, now come and say that further than is shown by the papers in this case they know nothing of the matters and things set forth in the said petition.

By Edward Stillings
their Atty.

No. 46-CH-21

Union Common Pleas Court.

Jacob Powersmith
Plaintiff,

AGAINST

Jacob Easterday, et al
Defendant.

MAY TERM, 1847

MAY TERM, 1847

DECREE FOR PLAINTIF

Journal 4 Page 27

Record No. 3- Page 83-

Ex. Doc. Page

Union Com Pleas

Jacob Rauner Smith

vs { Petition to Complete Contract

Jacob Eastendayetal

Filed July 3d 1846
John Capel clerk

Submitted
Dunn May
Jan. 1847
Cost bill made

Recorded

By R W C

in rec contract
submitted

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

Jacob Bower Smith as Administrator of the estate of Isaac Bowersmith deceased comes and shows the Court by way of Petition that on the 3d day of November 1838 the said Isaac Bowersmith, then in life, made a written agreement with one William Smart for they conveyance by general warrantee deed of twenty one and a half acres of land, which by subsequent agreement ~~was~~ was only to be twenty acres - and by Survey made by the County Surveyor is described as follows Twenty acres of land part of Survey No 2989 Beginning at a white oak hickory and buckeye in the west line of Craigs Survey No Southwesterly corner to Jacob Wolfords land thence with said Wolfords line crossing the Course thereof S 81.35 W. 72½ poles to a Stake thence S 9° E 44 poles & 4 links ~~west~~ to a Stake without hickory thence N 81.35 E 72½ poles to a Stone in the line of said Craughans Survey thence with his line crossing the Course thereof N 9 W 44 poles & 4 links to the beginning - Containing twenty acres and your petitioner further represents that said written agreement for the conveyance of said land contains a receipt for one hundred and seventy two dollars & 30 cents the amount of the purchase money - which payment was made according to said receipt as your petitioner believes which agreement is herewith filed and made part hereof. your petitioner further states to the Court that said Smart took possession of said land under sale but the said Isaac Bowersmith departed this life in 1840 without making said Conveyance and your petitioner in 1840 was appointed Administrator of said Isaac Bowersmith by ~~your~~ this honorable Court,

Your petitioner also further states to the Court that in as much as the said Smart has paid the purchase money for said land, your petitioner is desirous of completing the contract of ~~his intestate~~ the said decedent by conveying said land to the said Smart. Your petitioner further represents that the said Isaac Bowersmith left no widow but the following children and heirs to wit, Margret since married to Jacob Easterday & Sarah Bowersmith who are both of age of majority - Daniel Mary Jacob Isaac Lemuel Nancy and Catharine all living in Union County and minors except the first two above named. Your petitioner states that the above land is in Union County within the jurisdiction of this Court, and he prays the Court that the above named heirs may be made defendants hereto, and that on final hearing of this cause ~~upon~~ the Court will make an order authorizing your petitioner to complete the said contract of the said Isaac Bowersmith's by making a deed to the said Smart conveying the title in said land to said Smart and vesting of said heirs, & as in duty bound he will ever pray &c

Jacob Bowersmith Adm

P. B. Beale his Atty

Please issue a subpoena against the above named
John Carne Clerk

P B Beales
Sol for Pltff

We the undersigned defendants hereby acknowledge service of the within writ.

Jacob Easterday

Margaret her mark Easterday

Sarah her mark Bowersmith

Mary her mark Bowersmith

David his mark Bowersmith

Nancy her mark Bowersmith

Isaac Bowersmith

Cor Bowersmith

Jacob Bowersmith

July 28 1846.

Union Com Pleas

Jacob Bowersmith

v

Jacob Easterday et. als.

State of Ohio
Union County ss

Lewis Jenkins makes oath that the signatures of the defendants hereto admitting service of this writ are genuine, and that he left copies with all of them that are minors except Isaac Bowersmith on the 28th day of July 1846,

Lewis Jenkins

Sworn to & subscribed before me this 31st day of July A.D. 1846

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 Jacob Easterday Margaret Easterday Sarah Bowersmith, David, Mary, Jacob, Isaac, James Nancy and Catharine Bowersmith

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 Petition 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 3d day of July A. D, 1846

John Cassil Clerk of Com. Pleas.

Isaac B Smith

Bond

Nov 3rd 1838

I for the sum of one hundred and Seventy two $\frac{30}{100}$ to me in hand paid hereby bind myself my heirs &c to make or cause to be made to William Smart on or before the first day of March 1839 a good and sufficient general warranty deed for twenty one acres and one half off the north end of the farm I now live on in a regular shape &c it shall be as broad on the East as west and vice versa witness my hand the day and year aforesaid

Isaac Bowersmith

attest

M. L. Lawrence

field
notes

Surveyed February 11th 1839 for Mr. Isaac Brewer Smith twenty acres of Land part of Survey No. 2989 Beginning at a White Oak Hickory & Buckeye in the west line of Croghans Survey No. Southeasterly course to Jacob Wolfords land thence with the line of said Wolford correcting the course thereof S 81.35 E 72½ poles to a Stake thence S 9° E 44 poles & 4 links to a Stake witness two small Hickory thence N 81.35 E 72½ poles to a Stone in the line of said Croghans Survey thence with his line correcting the course thereof N 9° W 44 poles & 4 links to the Beginning

Levi Phelps Surveyor

Jacob Wolford
David Dixon } Chs

Bowe Smith
ps
Yesterday

Answer Guardian
Old Silver

Jacob Bauersmith Administrator of Isaac Bauersmith dec'd
vs
Jacob Easterday } on Petition for Complete Real Contract.

C W B Allison — Who has been appointed Guardian ad litem ~~[illegible]~~ for the following infant defendants to said petition to wit David Burnessmith Mary Jacob Isaac Lanen Nancy and Katharine Bauersmith ~~[illegible]~~ minor children and heirs of Isaac Bauersmith dec'd Now comes and for answer to said petition say that they cannot gainsay the allegations therein contained but admit them to be true

C W B Allison Guardian
Ad Litem

Chancery Case File

Case No. 1846-CH-0022

No. 46-CH-22

Union Common Pleas Court.

Mains Wasson

Plaintiff,

AGAINST

Gideon Draper et al

Defendant.

MAY TERM. 1847

Judgment VS Plaintiff

Journal 4 Page 14

Record No. No Record Page

Ex. Doc. Page

In Union Com Pleas

M. Mason & Co

vs

Gideon Draper &
Robert C. Green

Bill in Chancery

Filed July 7. 1846.
John Cassil Clk

Cost bill made

Allison & Curry

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

Humbly complaining, your Orators, Rains Mason & William H. Woods, partners under the name and firm of M. Mason & Co. represent and state to the Court, that on the 26th day of June A.D. 1846, they recovered a judgment, against one Gideon Draper (whom your Orator prays may be made a defendent to this Bill) before James M. Wilkinson a justice of the peace in and for the township of Paris in said County of Union, for the sum of Eleven dollars and twenty two cents debt, and fifty five cents costs, - increase costs fifty cents. That an execution issued upon said judgment on the 27th June 1846, and was delivered into the hands of Abel Marks a constable of said township, who returned the same July 6th 1846, endorsed "No property found whereon to levy".

Your Orators further state, that on the 2nd day of July A.D 1846, they recovered another judgment before the same Justice of the peace, against the said Gideon Draper, for the further sum of ten dollars and sixty cents, debt, and sixty six and one half cents costs, - increase costs sixty cents. - That an execution was issued by said justice of the peace, upon said judgment, on the 3rd day of July 1846 and delivered into the hands of Wm Wells, a Constable of said township, who returned the same on the same day endorsed "No property found whereon to levy".

Your Orators further state that the said Gideon Draper, has no property, that can be ~~made~~ subjected to the payment of their said judgments, - at law, nor has he paid the said judgments or any part thereof.

Your Orators further state, in the year 1839 one Gideon Draper, the father of the aforesaid Gideon Draper, departed this life intestate, leaving the said Gideon (defendant hereto) one of his heirs and legal representatives, and leaving a valuable estate to be divided amongst his children, seven or eight in number, who were and are the sole heirs to said estate, there being no widow.

Your Orators further state, that letters of administration on said estate of said Gideon Draper, deceased, has since been granted by this Court to one Robert C. Green (whom your Orators pray may be made a defendant to this Bill) who still acts as such administrator, and in whose hands and under whose control, a large amount of property and money belonging to said estate yet remains, of which property and money, more than a sufficient amount to pay your Orators, said judgments will belong to, and be coming to the said Gideon Draper, defendant.

In tender consideration whereof and in as much as your Orators are remediless at common law, your Orators pray that the said Gideon Draper, defendant, and the said Robert C Green, may be compelled upon their corporal oaths, to answer all and singular the premises herein contained the same as though put by special interrogatories, - that the said Robert C Green, answer particularly, what amount of money now in his hands, as such administrator, belongs to or will be going to the said Gideon Draper, defendant and son of the said Gideon Draper, deceased, - that he state the true amount of the said estate that has or will be distributed to the heirs, whether any amount has ever been paid to the said Gideon, defendant, if so, - when, and what amount and whether any other moneys, belonging to, or debts owing to the said Gideon, defendant, are in his hands or owing by him.

Your Orators further pray that the said Robert C Green, as such administrator, or otherwise, be enjoined from paying

over or in any way disposing of the interests of the said Gideon Draper, defendant, in the said estate of his Father the said Gideon Draper deceased; or any other moneys or claims. And that on the final hearing of this cause your honors will order, adjudge and decree, that said Robert C. Green as administrator of Gideon Draper, deceased, pay to your Orators the part and proportion coming to the said Gideon Draper, defendant, as one of the heirs of said Gideon Draper, decd. or so much thereof as may be necessary to pay and satisfy the amount of their aforesaid judgments and costs, and that your Honors would grant unto your Orators such other and further relief in the premises as equity and good conscience require, and as in duty bound they will ever pray, &c.

By Allison & Curry, Solts for Compts.

The Clerk of Union Com. Pleas will issue subpoenas for Gideon Draper and Robert C. Green directed to Sheriff of Union County.

July 7th 1841 Allison & Curry Solts for Compts.

Union Court Pleas

M. Narangho.

v

Gideon Draper &
Robt C. Green

Service ---	$0.55
Mileage ---	20
Copies --	20
	$0,95

Wm M Robinson
Sheriff

Filed July 13. 1846.
John Cassel Clk

Served this writ by certified copy to each of the within named defendants July 13th 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 Gideon Draper & Robert C. Green

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 M. Mason & 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 7th day of July.

A. D, 1846

John Cassil Clerk of Com. Pleas.

6

No. 46-CH-23

Union Common Pleas Court.

James S Ford Plaintiff,

AGAINST

John W Park Defendant.

APR TERM. 1843

DECREE FOR PLAINTF.

Journal 4 Page 92

Record No. 5 Page 210

Ex. Doc. Page

for [illegible] of sale

Mor. Com. Pleas

James G. Ford
vs
John W Park
Bill

Filed July 20. 1846
John Cassil Clk

Amended Bill
Filed Sept. 16 1847
John Cassil Clerk

Sale [illegible] & deed [illegible] 1848

Cost bill made
Record

Recorded

Your petitioner therefore prays that the said Single & the [illegible] Park [illegible] may be made defendants hereto and that they may answer as well the matters & things contained in this bill as the original bill — so that on final hearing your petitioner may have a decree agst the said Park for his principal & interest and that said mortgaged premises may be sold to pay the same. & that your orator may such other and further relief as Equity may require.

By P. B. Cole his Sol.

$464 On or before the first day of September 1842 we or either of us promise to pay Joseph Hannah or order the sum of fore hundred and sixty fore Dollars for Vallue received of him as witness our hands and seal this 19th day of December one thousand eight hundred and forty

John W Park seal

James T. Ford seal

E. P. Ford

J. W. Park
note 8464

To J. Hannah

Union Common Pleas
Term 1846.

Your petitioner respectfully represents, that on the 19th day of December A.D. 1840, John W. Park and James S. Ford, then residing in the county of Logan, but now residing respectively the former in Ottawa the latter in Clark county, did in the county of Logan and State of Ohio, execute a mortgage Deed, by which they conveyed to Joseph Hannah, the tract of land therein described, for the purpose of securing to the said Hannah, the payment of a note of hand under seal, given by the same parties on the same day. Your petitioner further represents that he is the said Ford: that he joined with said Park in the execution of the said mortgage and note under seal, as security, he, your petitioner receiving no part of the consideration or benefit therefrom, upon which the said obligation is founded: Your petitioner further represents, that the land contained in the description in said Mortgage, which was conveyed by said Park, is the following described land, to wit: being part of the Military survey No. 5009, and part of survey No. 9000 Beginning at two buckeye trees and a dogwood, in the line of Elizabeth Rickman's survey No. 4067, thence N. 50 50 E 114 poles to a stake, thence N. 37 W 155 poles to a stake thence S. 53 W 43 poles to a stake in said Rickman's line, thence with said line S 12° 05 E 170 poles to the beginning, containing seventy six and three hundredths acres of Land, more or less. Your petitioner further represents, that on the 17th day of April 1843 the said Hannah bequeathed to your petitioner by last will and testament the said obligation, and also that the principal has not been paid, which is secured by the said Mortgage, nor the interest thereon by

said Park, from whom your petitioner would be entitled to reimbursement, if he himself had paid the said sum of money, four hundred and sixty four dollars, due on the first day of September 1842. In consideration of which premises, your petitioner prays, that an account may be taken of the principle and interest now due on said obligation and that the court may order a sale of the said within described tract of land, mortgaged by the said Park, to discharge the said obligation, and that the court may decree such other relief as by Law and Equity your petitioner is entitled to,

And your petitioner further prays that the said John W Park may be made deft hereto and that he may be compelled to answer under his corporal oath all and singular the premises and as in duty bound he will ever pray &c

By Wm C Lawrence his Sol

Issue a Subpoena Duces Tecum returnable
Nisi Prius directed to the Sheriff of Ottawa
County of Ohio. Wm C. Lawrence
Atty for Pltff

To the Court of Common Pleas within and for the
County of Lucas State of Ohio in Chancery sitting!

The amended bill of James G. Ford against John W. Pack
and Jacob B. Lugle Administrator ~~with the~~ of Joseph Hannah Dec'd.
The said James G. Ford here for that purpose having been obtained
~~for that purpose~~ further represent that the 76 acres of land in the original
bill described ~~as the~~ is all the part of the land in the
mortgage described which belonged to the said John W. Pack
at the time said mortgage was executed, that the balance of the
two hundred and twelve acres of land described in said mortgage
to wit one hundred and thirty seven acres was unduly your
petitioner at the time said mortgage was executed and is still
unduly him as is evidenced by a deed to him for the same
here ready to be shown to the Court, your petitioner here again
charges that the money for which said mortgage and bond was given was
for the use & benefit of the said Pack and that your petitioner was
only security and received no benefit from said money; your petitioner
~~therefore~~ further states that one Jacob B. Lugle is Administrator with the will annexed of the
the estate of the said Joseph Hannah Dec'd and the original mortgagee
and that the said Administrator delivered up to your petitioner the
said note & mortgage under the will of said Hannah

Filed March 30-48
John Cassidy Clerk

Issue a subpoena in Chancery in the Case of James G. Lord vs John W. Pack ~~the writ heretofore~~ to the Sheriff of Attorney County – the writ heretofore issued in this Case having been delivered to the Sheriff and the same being now returned by the Sheriff, Attorney not served March 30 1847

R. B. Cole Atty
for Pltff.

Park

In the name of God Amen — I Joseph Hannah being of sound mind and perfect understanding do make, ordain & constitute ~~this instrument~~ this instrument this to be my last will or testament revoking disannulling all former wills or testaments heretofore made by me.

First after my funeral expences are paid Secondly I bequeath unto my daughter Elizabeth M. Migener my farm that I purchased of Thomas Rathbun containing one hundred acres as deeded to me by Thomas Rathbun lying in Clark County Ohio with all the appurtenances thereunto belonging thirdly I do bequeath unto James G. Ford an obligation on John Wallace Park for four hundred and sixty four dollars, also one on Jane Donnel for five hundred dollars.

Signed sealed and acknowledged in the presence of us this 17th day of day of April 1843.

Jos Hannah
W. V. Hannah
James A Hook.

I certify that the foregoing is a true copy of the will of Joseph Hannah deceased, on file in my office.

Aug 7. 1844.
James L Walsey Clk.
Clark Com. Pleas.

John S Park and
James G Ford Marge
Deed to Joseph
Hannah.

Filed and recorded Jan.
12th 1841 in vol 8 page 178
18 at 3 o'clock P M

E B Smith
recorder of Mercer

57 cts 75

J. H. Parks 76 acres

I have paid 25.00 on the Clearing

balance is to come out of the note

Know All by these Presents that we John W Park & James G Ford of the County of Logan and State of ohio of the first part & Joseph Hannah of the County & State aforesaid of the Second part witnesseth that for & in consideration of the Sum of four hundred and Sixty four Dollars to us in hand paid by Joseph Hannah the party of the Second part of the Same place we John W Parks & James G Ford parties of the first part have bargained and sold and do bargain Grant Gargain Sell and convey unto Said Joseph Hannah of the Second part his heirs and Assigns forever the Fallowing premisies Situate in the County of union in the State of ohio Surveyed December 8 1838 for John Parks two hundred and twelve Acres and one hundred and forty poles of Land Beginning at three Sugar trees S westerly corner to one hundred & twenty Acres Surveyed from John Park thence S 81 50 W 10 c poles to four Small Sugar trees and Small hickory & Small cherry the cherry Down in the line of Elizabeth Wilkinson Survey Containing the courses, thence South 12 pole East 272 poles to two Sugar trees and one dogwood thence S 53, 50 East two hundred and two poles to two Sugar trees and one hickory thence S 37 west passing williams parks corner and with his line two hundred poles to the Beginning containing two hundred and twelve Acres and One hundred & forty poles be the Same more or less To have and to hold Said Premises with the Imperteniences unto the Said Joseph Hannah his heirs and Assigns forever and the Said John W Park & James G Ford for themselves and their heirs and Assigns and Assigns forever that they are lawfully Seized of the Premises Aforesaide and that the premesis are free and clear from All incumberance whatsoever and that we will forever warrent and Deffend

the Same with the Importenances unto the Said Joseph Hannah his hirs and Assigns Against the Lawful Claims of All persons whomsoever

Provided All ways and there Presents are upon this condition that Whereas Said John W Park & James G Ford hath this day Executed to the Said Joseph Hannah there Promesary note of even Date herewith for the Sum of the following Sum of four hundred and Sixty four Dollars at the time following Say on or before the first of September 1842

Now if the John W Park & James G Ford Shall pay Said notes or Sum of money to Joseph Hannah or his Assigns when the Same becomes Due then this Deed to be void and of no Effect otherwise remain in full and virtue in law, In testimony whereof the Said John W Park & James G Ford have hereunto Set their hands and Seal this 19 day of December 1840

Executed in the Presence of us
Thompson Dickson
D. W. Gerard

John W Park (Seal)
James G. Ford (Seal)

State of Ohio Fairfield County I Thompson Dickson an Acting Justice of the Peace Doe certify that John W Park & James G Ford Personally Appeared before me & Acknowledged the Signing & Sealing of the Above Mortgage Deed to be there Act & Deed for the Purposes herein Expressed given under my hand & Seal this 19 day of December at Lancasville

Thompson Dickson J P (Seal)

170	75
746	721
64	64
980	860
	120
	980 Sheriff
	225 [illegible]
	150 Appraiser
	60
	1398
	2665

Filed Jany 18 1858
John Cassie Clk

James G Ford
vs
J W Park et al } In Chy

Issue an order of Sale in this Case -

Jan. 1848 O B Cole Atty for Plff

John Cunl Clk

Jacob B Hughes
Answer

Jas. G Forel
vs
J W Park

Filed Sept 22d 1847
John Cassil Clk

To the Court of Common Pleas Union County Ohio

James Q Ford
vs
John W Park
and Jacob B Single
Ad. of Joseph Hannah deceased
not to be well named

In Union Common Pleas
Petition to foreclose Mortgage

And the said Jacob B Single Administrator of Joseph Hannah Deceased now comes and enters his appearance to the petition of the said Complainant and waives the issuing and service of ~~proc~~ process &c –

And for answer to the said petition the said Jacob B Single says that he as such Administrator of the said Joseph Hannah Deceased did deliver up to the said James Q Ford the note and said mortgage on John W Park and said Complainant, the same note and mortgage on which this suit is brought, the same having been willed to the said Ford by the said Hannah by his last will and testament – and the Administrator holds from the said Ford a bond to indemnify him against any responsibility ~~for~~ on account of said delivery, the the said Single has therefore no objection to make against the object and prayer of said petition, but consents so far as he is concerned that the said Ford shall have a decree on his said mortgage & note against the said Park

September 20. 1847

Jacob B Single
Administrator of Joseph Hannah
Dec'd.

Union Com. Pleas

James G. Ford
vs
John W. Park

Sub. in Chancery

Received this writ on the 17th of April 1847
and served on the 20th. by Copy Personally

fees } mileage 15
Serving 35
Copy 10
60

A. J. Miller Sheriff of
Ottawa County Ohio

Filed April 29th 1847
John Carrel Clk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF Ottawa *GREETING:*

We command you, that you summon John W. Park

to appear before the Judges of our Court of Common Pleas, at the Court House, on the fourth day of May next ensuing, to answer a Bill in Chancery, exhibited against him by James G. Ford

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 30th day of March

A. D, 1847

John Cassil Clerk of Com. Pleas.

Received this writ January 18. 1848. had the within described real estate appraised by the oaths of John P. Bunsol, John M. Shiderer and Abraham Beck, at $7.00 per acre January 19th 1848. and advertised the same for sale by publication in the Argus a Newspaper published and in general circulation in Union County for thirty days previous to the day of sale. I afterwards to wit, on the 21st day of February A.D. 1848 ~~between~~ the hours of ten O. clock A. M. and four O'clock P. M. offered the same for sale by Public outcry at the door of the Court house in said County and sold the same to George Rule for four dollars & sixty seven cents per acre he being the highest and best bider therefor and that being two thirds the appraised value thereof.

Fees: mileage 20
inquest 1.00
copy of appraisement .25
advertising 25
Sy fee 2.25
Appraisers fee 1.50
Poundage 7.11
Service 35 = $12.91

Philip Snider Sheriff

Union Com Pleas
James G. Hard
vs
John W. Park and
Order of Sale

Filed office 25. 1848
John Cassil Clk

The State of Ohio Union County ss

To the Sheriff of said County as special master in Chancery, Greeting

Whereas at the October Term of the Court of Common Pleas, Continued and held for said County, on the 9th day of October AD 1847, in a certain Cause in Chancery therein pending wherein James S. Ford Complainant and John W. Stark and Jacob Engle Defendants, the Court Ordered and decreed that you expose to sale the premises in the bill described as follows to wit, being part of Military Survey No. 5003 and part of Survey No. 9003 beginning at two buckeye trees and a dogwood in the line of Elizabeth Rickman's Survey No. 4067, thence N 53. 50. E 114 poles to a stake thence N 37 W 105 poles to a stake thence S 53 W 43 poles to a stake in said Rickman's line thence with said line S 12° 05, E 170 poles to the begining Containing seventy six Acres and thirteen hundredths Acres of land more or less, to satisfy James S. Ford in the sum of Six hundred and three Dollars, and Costs of Suit and Accruing Costs on said decree and make report of your proceedings herein to the next Term of said Court,

Witness John Cassil Clerk of said Court at the Court House in Marysville this 18th day of January AD 1848

John Cassil Clerk

James G. Ford
vs
John W. Park

Appraisment of
Real Estate
Copy

Filed Jan. 19. 1848
John Cafsil
Clerk

James G. Ford
vs
John W. Park

We the undersigned being called upon by Philip Snider Sheriff of Union County, Ohio. to appraise the following described real Estate to wit; Part of the Military Survey No. 5009. and part of Survey No. 9003. Begining at two buckeye trees and a Dogwood in the line of Elizabeth Rickman's Survey No. 4067. thence N 53 50 E 114. poles to a Stake, thence N 37 W 155 poles to a Stake thence South 53 W 43 poles to a Stake in said Rickmans line. thence with said line S 12° 55 E 170 poles to the begining. containing Seventy six and thirteen hundredths acres of land more or less. After having been duly sworn by said Sheriff and upon actual view of said premises we do appraise the same at $7.00 per acre. Given under our hands and seals this 19th day of January A. D. 1848

John P. Bunsol (seal)
John M. Shiderer (seal)
Abraham Beck (seal)

Appraisers fee 50cts each $1.50

The State of Ohio Union County, ss:
Personally appeared before me the above named John P. Bunsol, John M. Shiderer and Abraham Beck and made solemn oath to discharge the duties of appraisers of the above described real estate impartially according to law and the best of their abilities Given under my hand and seal this 19th day of January A. D. 1848

Philip Snider Sheriff

I certify the foregoing to be a true copy of the original

Philip Snider Sheriff

Ford
Q
Pack.

Proof Publication

Masters's Sale.

JAMES G. FORD, vs. JOHN W. PARK. } BY virtue of an order to me directed from the Court of Common Pleas of Union county, Ohio, as Sheriff and Special Master Commissioner, I will offer for sale at the door of the Court House in the town of Marysville, in said county, on the 21st day of February, A.D. 1848, between the legal hours of 10 o'clock, A.M., and 4 o'clock, P.M., the following described real estate to wit: Being part of the Military Survey No. 5009, and part of Survey No. 9003, beginning at two buckeye trees and a dogwood in the line of Elizabeth Rickman's Survey No. 4067; thence N 53 50 E 114 poles to a stake; thence N 37 W 155 poles to a stake; thence S 53 W 43 poles to a stake in said Rickman's line; thence with said line S 12 55 E 170 poles to the beginning, containing seventy six and thirteen hundredths acres of land, more or less. Appraised at seven dollars per acre.

PHILIP SNIDER, Sheriff,
and Special Master Commissioner.

Jan. 19, 1848. n35w5pf,2,25

J G Ford vs J W Park et al

State of Ohio Union County ss

P Bleale Editor of the Union Argus a weekly news paper published in general circulation in the County of Union makes solemn oath that the notice hereto attached was published in said paper for thirty days in consecutive numbers of said paper immediately prior to the 21st day of February 1848

P Bleale

Sworn to & Subscribed before me April 24 1848

John Cassil, Clerk

Pr. fee $2,25

Rec'd payment

P Bleale

Union Com. Pleas

James G. Ford

vs.

John W. Park.

Sub. in Chancery.

Handed to W. C. Lawrence same day issued — and never delivered to the Sheriff — nor sendor sept.
P. Bleale

Returned March 30th 1847 by W. Cole and another issued same day to Sheriff of Ottawa Co.

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Ottoway GREETING:

We command you, that you summon John W. Park.

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 James G. Ford.

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 July A. D, 1846

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1846-CH-0024

No. 46-CH-24

Union Common Pleas Court.

Joseph Mayo
Plaintiff,

AGAINST

Robert M Kerr
Defendant.

MAY TERM, 1847

Partition

DECREE FOR PLAINTIF

	3		432
Journal	4	Page	1
Record No.	5	Page	31
Ex. Doc.		Page	

Jos: Mayo

vs } Application for the Sale of Lands

Robt R. Kerr

Recorded

Filed July 28 1846
John Capil, Clerk

Cost Bill made.

K. Thomas

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

Your petitioner Joseph Mayo of the City of Richmond and State of Virginia represents, that on or about the 21st day of January AD 1841 he was duly appointed according to the Laws of the State of Virginia, by the Hustings Court of the City of Richmond in said State of Virginia, who had full power and jurisdiction to make such appointment, a Committee of Robert M. Kerr, who was after full examination by that Court adjudged to be a Lunatic and of Insane mind, that the said Court conferred upon your petitioner full power to take charge of and manage the Estate of the said Robert M. Kerr, and that your petitioner gave Bond with ample security in the sum of $30,000 to the said Hustings Court conditioned for the faithful Charge and management of the said Robert M. Kerr's Estate [all of which will more fully appear by reference to Exhibit A herewith filed and made a part of this application] Your petitioner further represents that the said Robert M. Kerr is still of Insane mind, and is now in the Lunatic Asylum in Virginia, and that there is very little prospect of his ever regaining his right mind,

Your petitioner further represents that the said Robert M. Kerr is the owner of the following described real Estate which is Wild Land and entirely unproductive, to wit: Lot No 25 of 78¼ acres, Lot No 10, of 106¼ acres Lot No 9, of 106¼ acres, Lot No 6, of 100, acres, Lot No 19 of 105¾ acres Lot No 18 of 102¾ acres Lot No 17 of 98¾ acres Lot No 5, of 118, acres Lot No 3 of 120, ~~acres Lot No 4~~ ~~A~~ ~~acres~~ lying and being in Surveys Numbered Five Thousand four Hundred and ninety seven (5497) and Five Thousand four Hundred and ninety Eight (5498) Entered in the name of Robert Means in Union County Ohio, as will more fully appear by reference to the plat and Subdivision of the same herewith filed and marked B, also Lot No 3 of 194 acres, Lot No 4 of 137 acres, and Lot No 5 of 141 acres in Survey Numbered Three Thousand six Hundred and ninety six (3696) Entered in the name of Falvoy Frazier in Union County Ohio, as will more fully appear by reference to the

plat and subdivision of the same herewith filed and marked C, also Lot No 4 of 100 acres and Lot No 5 of 100 acres in Survey Numbered Five Thousand five Hundred and three (5503) Entered in the name of Robert Means in Union County Ohio, as will more fully appear by reference to the plat and subdivision of the same herewith filed marked D, also that part of Survey Numbered 5778, 5641, 5806 & 6495 Entered in the name of Robert Means in Union County Ohio, bounded as follows, to wit; Beginning at a Hickory and Ash Northwest corner to the Original Survey. Thence with a line of said Original Survey S 7° W 272 poles to a Hickory and Ash corner to the said Original Survey. Then a S 83° E 372 poles to two Beeches and a Hickory. Thence N 7° E 272 poles to two Black Ashes in the North line of said Original Survey. Thence with said North line N 83° W 372 poles to the Beginning containing Six Hundred and Thirty two (632) acres of Land a plat of which is herewith filed and marked E also Lot No 6 of 57 acres and Lot No 5 of 30 acres in Survey Number Five Thousand Six Hundred and Thirty Seven (5637) Entered in the name of Robert Means lying and being in Madison County Ohio, also that part of said Survey which remains if any after deducting the interference of the Apperson Survey No 5433, as will more fully appear by reference to the plat and subdivision of the same herewith filed and marked F.

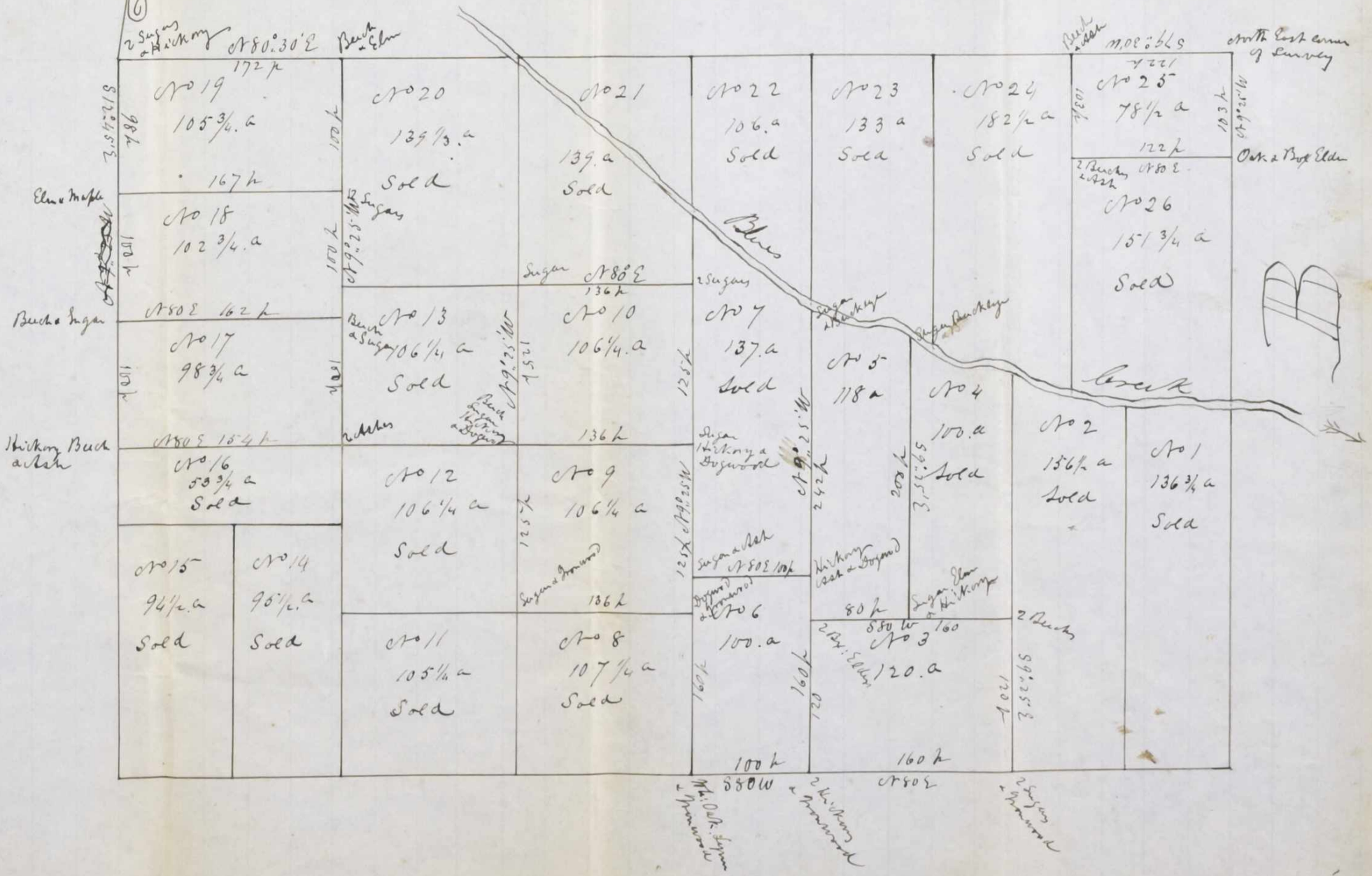
Also Survey Number Ten Thousand and Twenty one (10021) Entered in the name of Robert Means for 1000 acres lying and being in the Virginia Military District in the County of Hardin Ohio, and, also Survey Number Ten Thousand and nineteen (10019) Entered in the name of Robert Means for 1000 acres, also lying and being in the Virginia Military District in the County of Hardin Ohio — all of which has remained unsold by the said Robert M. Kerr since the period of his Insanity which occurred and has continued since the year 1837 or 1838 —

Your petitioner further represents that the taxes on the aforesaid lands since the year 1835 has amounted to the enormous sum of $1468,27 cts which has been paid out of the Estate of the said Robert M. Kerr, and that the said Lands have yielded nothing whatever

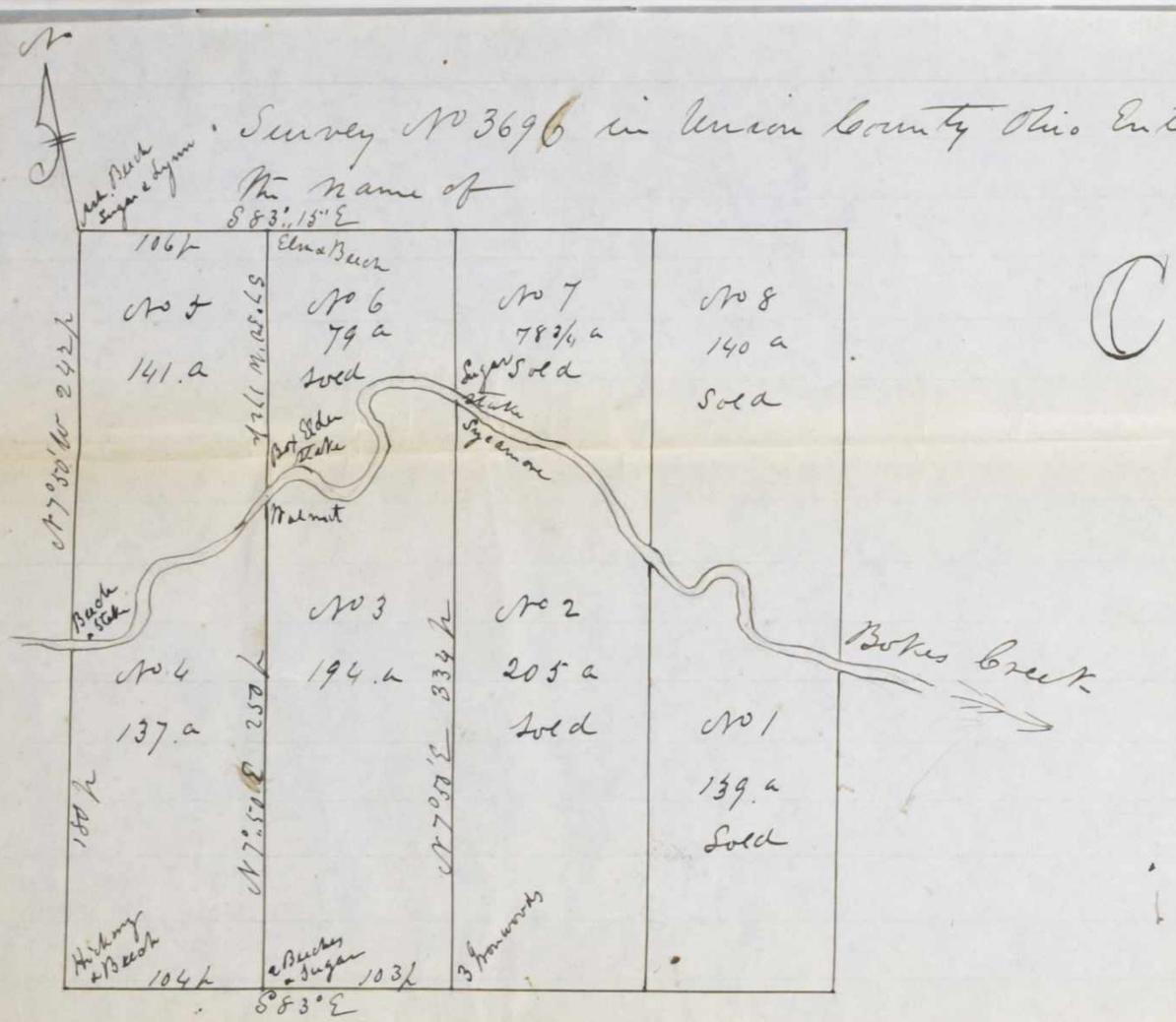
since that time, but have been a drain upon, and a source of great expense to the Estate of the said Robt M. Kerr, and your petitioner would further represent, that of late years, the taxes have become so enormously high that he finds it almost impossible to pay them and to support the said Robert M. Kerr in his affliction, and that unless your Honors will afford some relief in the premises, that the said Lands will probably have to be sold for the payment of the taxes due thereon, in consequence of the inability of your petitioner to pay the same - Your petitioner therefore prays your honorable Court, that he may be allowed to take charge of the aforesaid Lands and that he may be authorized and Empowered to sell and convey the same upon such terms and conditions as he may deem proper and to the best advantage, for the Estate of the said Lunatic, and in accordance with the statute in such cases made and provided, and your petitioner will ever pray &c

Joseph Mayo
By
K. Romney
Sol for applicant

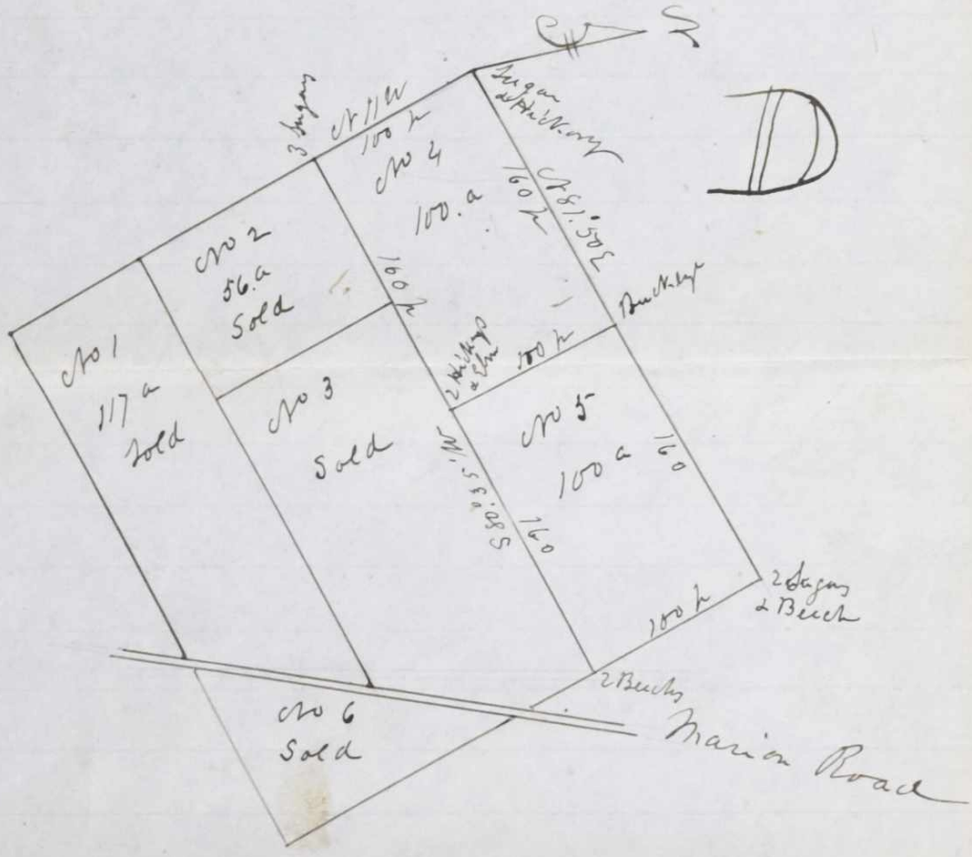
Surveys Numbered 5497 and 5498 in Union County Ohio Entered in the name of Robert Means and Surveyed into Sub-divisions by Levi Phelps Apl: 1833

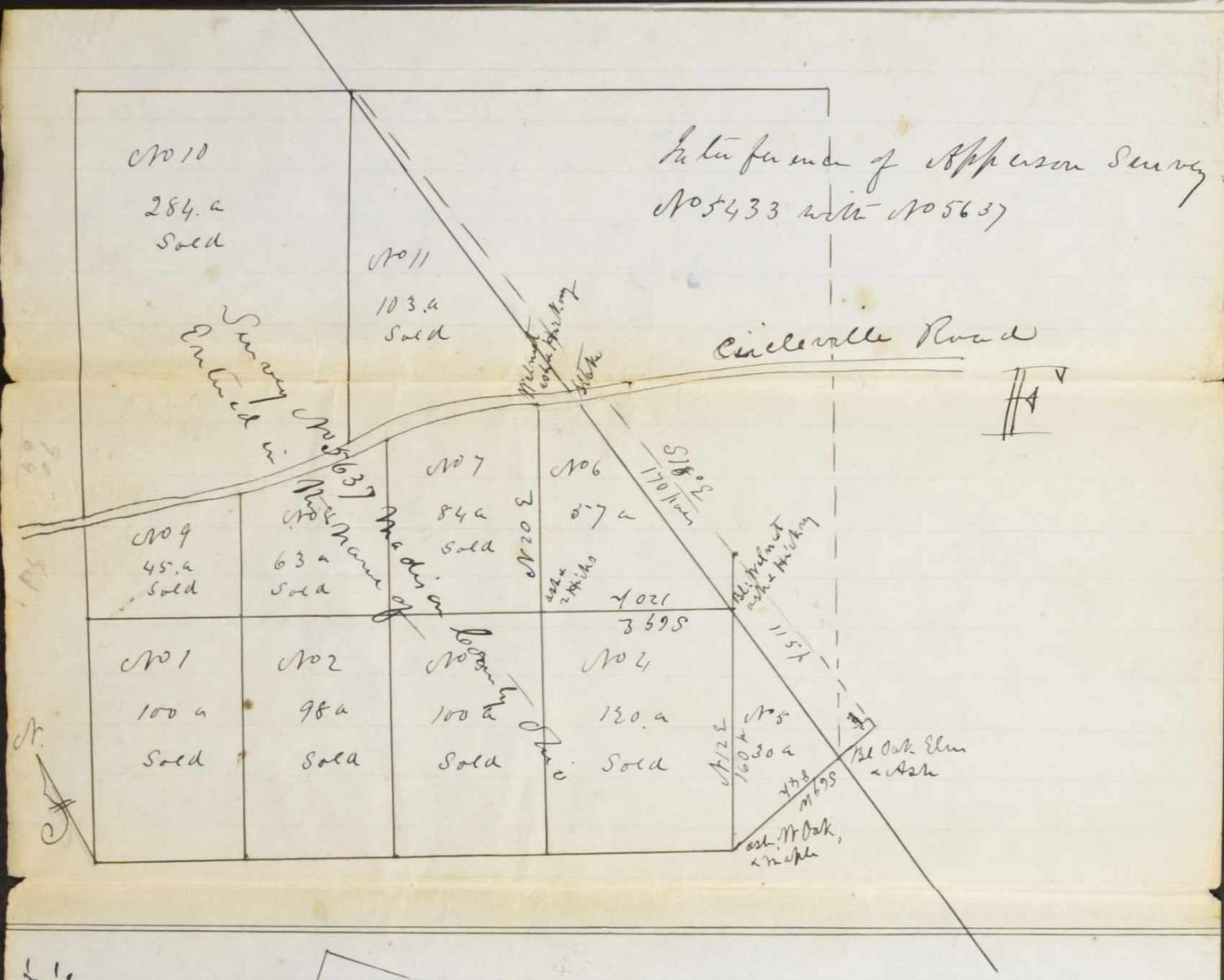


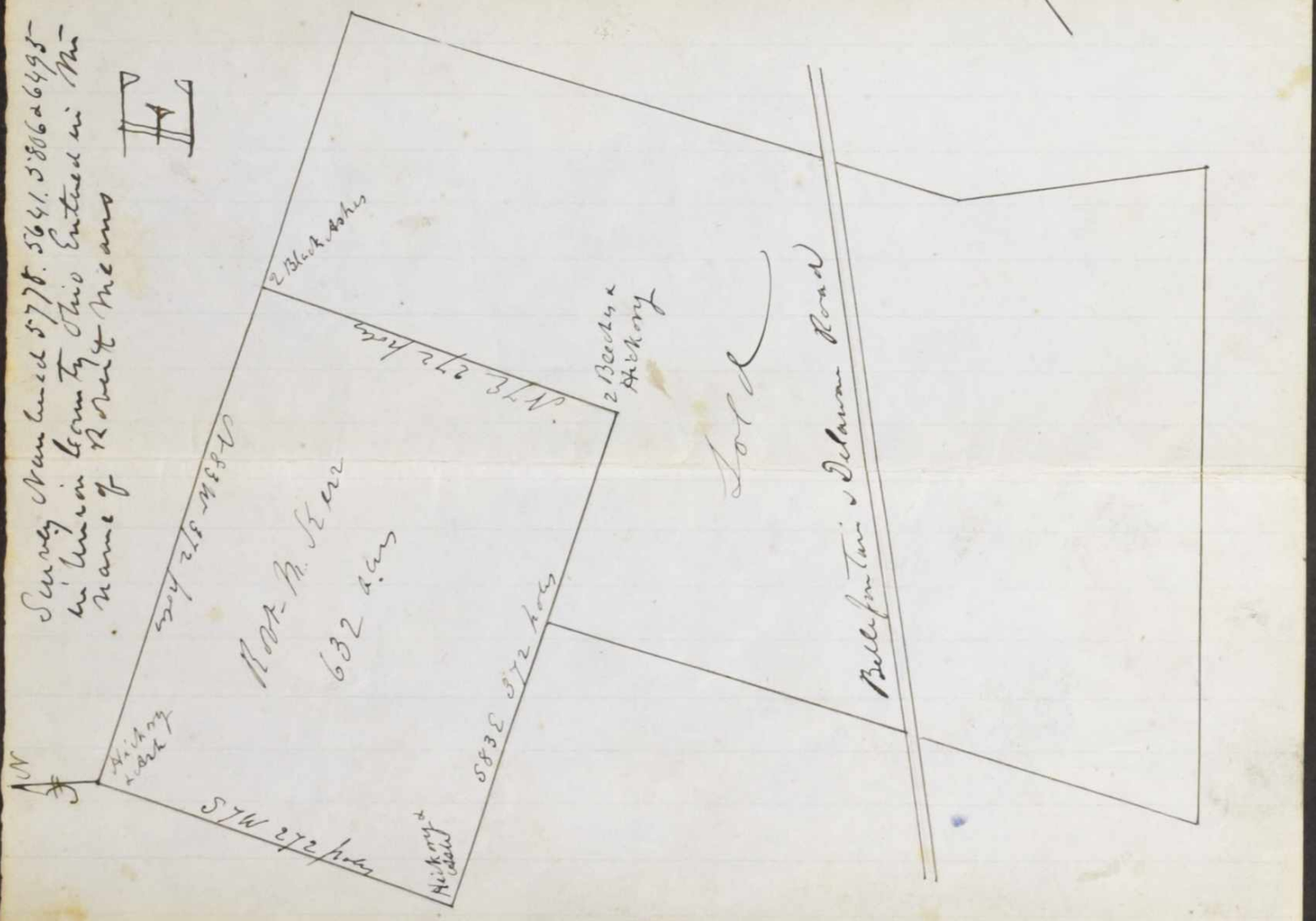
Survey No 3696 in Union County Ohio Entered in the Name of



Survey No 5503 in Union County Ohio Entered in the Name of




Interference of Appleson Survey
No 5433 with No 5637
Circleville Road
No 10
284. a
Sold
No 11
103. a
Sold
Survey No 5637
Entered in the Name of
No 9
45. a
Sold
No 8
63 a
Sold
No 7
84 a
Sold
No 6
87 a
No 1
100 a
Sold
No 2
98 a
Sold
No 3
100 a
Sold
No 4
120. a
Sold
No 5
60 a
Bl Oak Elm & Ash
N.


Survey Number 5770 B. 5641. 5806 & 6495
in Lincoln County Ohio Entered in the
Name of Robert McCann
2 Black Ashes
2 Beech & Hickory
Robt. McCann
632 Acres
Road
Belle fontaine & Delaware Road
Hickory & Ash
N

Asst & Bond of
Jos. Mayo Committee of
R. M. Ken —

A

At a court of Hustings held for the City of Richmond, at the Courthouse, on the 21st day of January, One thousand eight hundred and forty one.

Joseph Mayo was this day appointed by the Court Committee of the estate of Robert N. Kerr of this city, a person of unsound mind; and thereupon the said Joseph Mayo entered into and acknowledged a bond in the penalty of Thirty thousand dollars, conditioned according to law, with John Goddin, H. C. McNemara and Robert H. Cabell, securities thereto, the said John Goddin having justified on oath as to his being worth the sum of $15.000, after payment of all his just debts; and the said H. C. McNemara having made solemn affir-mation that his estate after the payment of all his just debts, is worth the sum of $15.000—

Know all men by these presents, that we Joseph Mayo, John Goddin, Hugh C. McNemara and Robert H. Cabell are held and firmly bound unto William Lambert, Francis Wicker, Edmund Bailey, Thomas Cowles and James Evans, gentlemen Justices of the Court of Hustings of the City of Richmond, now sitting, in the just and full sum of thirty thousand dollars; to the payment whereof, well and truly to be made to the said Justices and their successors, we bind ourselves and each of us, our and each of our heirs, executors and admin-istrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 21st day of January, in the year one thousand eight hundred and forty one, in the 65th year of our foundation.

The condition of the above obligation is such, that whereas the above bound Joseph Mayo hath been by the Court of Hustings of the City of Richmond, appointed a Committee to take care of and manage the estate of Robert N. Kerr, a person of insane mind. If therefore the said Joseph Mayo do and shall well and truly perform the trust reposed in him as Committee aforesaid, according to law, then this obligation to be void,

otherwise

otherwise to remain in full force and virtue.

Signed, sealed and delivered in the presence of The Court.
Chs. Howard, clk.

Joseph Mayo. (Seal)
John Goddin (Seal)
H. C. Mc. Nemara (Seal)
Robert H. Cabell (Seal)

State of Virginia, City of Richmond Towit;

I Charles Howard, clerk of the Court of Hustings for the said City, hereby certify that the foregoing are true copies from the records of the said court of Hustings.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court of Hustings, this Twenty first day of May, One thousand eight hundred and forty four.

Chs. Howard.

Kenton Ohio 11/26/95.

W. R. Garvin Esq
Kenton. O.

Dear Sir,

You will please procure without delay a Certified Copy of the proceedings in a Case in Union County Court Common Pleas at the May term 1847. wherein Joseph Mayo was Plaintiff and Robert M. Kerr defendant, or as much of said Case as will show the Petition, Notice, findings of said Court, final orders, and decrees &c. showing powers and authority of, and appointment of Joseph Mayo - to sell and convey the lands of said Robert M. Kerr a Lunatic of Richmond Virginia. Your prompt attention to this is very much desired

Yours truly
W. W. Stevenson

Clerk of Courts of Union Co Ohio
Marysville. O. Sir please make out above copy at your earliest convenience let me know amount of your bill and I will remit same to you - We want to attach to an abstract for Union Central Life Ins. Co.

W. W. Stevenson
Kenton Ohio

Jos: Mayo

v

Robt R. Stein

affidavit

Joseph Mayo
v
Robt M. Kerr

Union Common Pleas
Application to Sell Lands

Wray Thomas of Lawful age being by me first duly sworn deposes and says - That he was the agent of Robert M. Kerr in Ohio for the purpose of selling his Lands, before his Insanity - which occurred sometime in the year 1837 or 1838, and that he has had the care of said lands since and paid taxes thereon regularly for the Committee of the said Kerr, that he is well acquainted with the said Robert M. Kerr and believes him to be now insane ~~[illegible]~~ in the State of Virginia, and he further states that Joseph Mayo the Applicant in this case is the same person mentioned in the proceeding had in the Hustings Court of the City of Richmond herewith filed marked A in this Case - and further this deponent saith not

Wray Thomas

Sworn to and Subscribed before me a Notary Public in and for the County of Franklin and State of Ohio this 22d day of July AD 1846 - In testimony whereof I have hereunto set my hand & official Seal

Kendall Thomas
Notary Public

County Clerk's Office,

Union County, Ohio.

J. N. GOSNELL, Clerk.

Marysville, Ohio, Nov 29 1895

W. H. Stevenson
Kenton Ohio

Dear Sir

In reply to yours of the 26th will say that the cost of a copy of the proceedings in this case of Joseph Mays vs Robert M Kee will depend largly upon how much of it you want I can give you a copy of the finding of this court a partial copy of the petition showing the appointment of Joseph Mays and his authority to sell the lands of Robert M Kee for $2.00 but if you want a compleat copy of the case with the discriptions and Plats of the different pieces of land the charges will be $6.00 on receipt of either of the above amounts a copy will be forwarded to you

Enclosed find $2.00 We will try it and see if we can get it through The Survey our land is in is No 10021. also see if any orders in above case as to John E Jones & Sarah E Jones to convey their interest to Abel H. Allen & Portius Wheeler if so please note same in copy there is a reference in a deed to said proceedings for full detail

Yours Truly
W. H. Stevenson

Chancery Case File

Case No. 1846-CH-0025

No. 46-CH-25

Union Common Pleas Court.

H W Woods
Plaintiff,

AGAINST

David Mitchell
Defendant.

MAY TERM. 1850

Dismissed

Journal 4 Page 285

Record No. No Record Page

Ex. Doc. Page

Chy. No. 1b.

W. W. Woods.

vs

Davis Mitchell

Cost Bill made.
No Record

No 17

Union Com Pleas

Wm H Woods

vs

David Mitchell

Bill of Discovery

Filed July 28th 1846
John Cassil Clk

Summons and return of
process served and
an appearance of
defdt entered July 28th 46
Swayne & Bates

To the Honorable the Judges of the Court of Common Pleas when in Session

Humbly Complaining Sheweth unto your Honors your Orator Wm H Woods of said County. That heretofore to wit on the second day of May A.D. 1840 your Orator was indebted to one David Mitchell of the City of Columbus and this State in the Sum of $627.20/100

That soon after your Orator had deposited with the said Mitchell & Helfrey a large amount of wheat to wit about the number of Six hundred bushels ~~of wh~~ That your Orator authorised the said Mitchell to sell said wheat at not less than fifty four cents per bushel for cash in hand and as he sold to give your Orator credit upon the ~~said~~ note ~~note~~ of this Deft. due him upon which R P Mann and S.G. Strong were your Orator's Securities. That your Orator did not allow or permit the said Mitchell to sell on a credit to any one nor to sell at all unless he gave the credit as he might sell from time to time That his agency was not general over the wheat, but special and particular as charged. That your Orator confiding in the Honesty and fidelity of the said Mitchell has no evidence of the character in which the same was deposited. That the said Mitchell did do sell a large amount of said wheat and endorse as agreed upon and afterwards without the knowledge or consent of your Orator sold to one Herman Baldwin of said wheat to the amount of $226.62/100 and received the account thereof to your Orator but omitted to endorse the same upon your orators Note and in violation of his authority sold the same on a credit. That he alledges that the same was never

Collected of said Baldwin and claims the value and amount thereof from your Orator and for that purpose has commenced and is prosecuting his suit on the Law side of this Court against your Orator and his securities All of which your Orator may not and cannot fully sustain and make out without the benefit of this his Bill of Discovery To that end filed your Orator farther charges that said Baldwin was not worthy of credit from any discreet and prudent man and ought not to have been trusted That he could not have purchased on credit one bushell of your Orator That all the said Mitchell could do with the wheat was to sell and credit your Orator by his agency Now So it is the said Mitchell claims a general agency and discretion over said wheat all of which your Orator most positively denies. The prayer therefore is that the said Mitchell may be made defendant and that he may by true and proper words answer upon his Corporal oath all and singular the matters and things herein alledged and that this may be done as fully and specifically as if here again interrogated that the same may be had and used by your Orator on the final Trial at Law by your Orator and as in duty bound &c By Wm C Lawrence his Sol

No. 46-CH-26

Union Common Pleas Court

Cadwallader Wallace
Plaintiff,

against

Arthur Watts et al
Defendant.

MAY TERM. 1847

Decree for Plaintiff

Journal 4 Page 15

Record No. 5 Page 67

Ex. Doc. Page

Union Com. pany
C Wallace
vs.
Arthur Wallis & hus & W Petty —
Bill

Filed July 28th 1836
John Capel, Clerk

Recorded

(4)

[illegible]

[illegible]

The State of Ohio
Ross County ss } I Angus L Fullerton Clerk of the Court of Common Pleas for the County aforesaid do certify that James S McLain Esqr before whom the annexing affidavit was taken was at the time of taking the same and now is an acting Justice of the peace in and for the County aforesaid duly Commissioned and sworn as such

Given under my hand & seal of Office this 21st day of July A.D. 1866 —

Angus L Fullerton Clerk

Recorded

Union Gun Works
E Moore
M.
Arthur Moore &
Wm A Pratt —
Ills

Geo. Jas. 2d Ave
Johnstown Pa.

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

Your Petitioner Cadwallader Wallace of Ross County in said State wants to respectfully represent and show to your Honors that one William Petty late of the State of Virginia now deceased did in his life time the owner in fee simple of the tract of land hereinafter particularly discribed namely Survey No 2903 of one hundred acres situate lying and being in the County of Union aforesd. between the Little Miami River and the Scioto River in the Virginia Military Reservation in the State of Ohio on the waters of Darbys Creek Beginning at two Sugar trees and a hickory Easterly corner to Hughes Woodson's Survey No 5-008 running with his line North thirty seven degrees West one hundred & thirty six poles to two hickories & a Sugar tree in his line and corner to John Arnolds Survey No 5-142 thence with Arnolds line & course thereof North Eighty degrees East two hundred & ninety Eight poles to two Sugar trees in the line of Jenny Jenkin's Survey No 3349 thence South fifty three degrees West two hundred & sixty seven poles to the beginning with the appurtenances which tract of land so discribed as aforesd. was granted by the United States to the said William Petty by patent dated June the twenty first Eighteen hundred and fourteen as by an exemplied copy of said patent hereto attached will more fully and at large appear and to which for greater certainty herein your petitioner refers and prays that the same may be taken as part of this his petition

And your petitioner further shows & shows that

many years ago and he supposes it was between the years 1818 and 1823 one —— Hunt of the County of Halifax in the State of Virginia then acting as the duly constituted agent of the said William Petty then also living in the same County said and transferred to one Col John Watts then of Bedford County in the State of Virginia the tract of land above described and the was rent No 4162 in favor of the said William Petty & in virtue of which the said land was located supposing at the time that the land had not been granted by Patent. This contract between the said Watts and the said Hunt as agent for the said Petty was in writing. The consideration agreed to be paid and which was paid for the said land was sixty dollars

And your petitioner further states that the said William Petty departed this life many years ago but when your petitioner is not informed leaving heirs residing out of this State but whose names and places of residence out of this State your petitioner has no knowledge or information. The said William Petty had not at the time of his death either by himself or by his Agent conveyed the legal title to the said tract of land to the said John Watts or to any other person but died seized thereof in trust for the said Watts who had purchased and paid for the same as aforesaid and who was the owner of the equitable title thereto

And your petitioner further states that the said John Watts departed this life about the year Eighteen hundred and having previously made his last will & testament & thereby devised the said tract of land to his son

Arthur Watts of Nott County in this State which will was after the death of the said John Watts proved and admitted to record in said County to a copy of which will duly authenticated your petitioner refers for greater certainty herein and prays that the same may be taken as part of this his petition

Your petitioner afterwards and about the Seventh day of May 1836 in consideration of the sum of one hundred dollars paid therefor purchased the said tract of land of the said Arthur Watts and by evidence of such purchase took from him an instrument of writing which is hereto attached marked (A) and to which your petitioner refers and prays that the same may be taken as part of this his petition. And so your petitioner has become possessed of the equitable title to said tract of land and entitled to have the legal ~~title~~ Estate vested in him as the owner thereof

Your petitioner further shows that the said John Watts placed the contract between himself and the agent of Petty aforesd. together with the letter of attorney from said Petty to said Watts, in the hands of some gentleman in Virginia of the legal profession with directions to obtain a deed of conveyance or other sufficient evidence of title from the said Petty and your petitioner is informed and believes that through neglect or other cause unknown to him the papers including the said contract aforesd. which had been placed in the hands of the said lawyer were lost or mislaid and that in consequence thereof the legal title never was obtained from the said Petty in his life time but the same was vested in him at his death

Whether he made a will or not, and if he devised his lands, who his devisees were your petitioner has no knowledge or information.

Your petitioner further says that the said John Watts in his life time and his said son & devisee, Arthur Watts, after the death of his said Father paid the taxes assessed on the said tract of land regularly up to the time of the sale thereof to your petitioner as before set forth and your petitioner has paid & caused the taxes thereon since to be regularly paid and has made lasting and valuable improvements on the same land and in all other respects has used it as his own

Your petitioner therefore prays that the said Arthur Watts may be made defendant to this petition and that he be required to answer the same under his oath as fully as if the same were again repeated & he interrogated thereunto and that the unknown heirs or devisees of the said William Petty be made defendants to this petition and that they be required to answer the same To this end your petitioner further prays that the writ of Subpoena may be issued directed to the proper officer of Ross County commanding him to subpoena the said defendant Arthur Watts to be & appear before this Honorable Court at such time & place as shall be therein specified to answer &c and that your Honors would make an order directing the made in which your petitioner shall give notice to the said unknown heirs or devisees of the said William Petty dec.d of the pendency &c of this petition and that the said Arthur Watts may be compelled to release & quit claim all his right and title in the said tract of land to your

petitioner and that the said unknown heirs or devisees of the said William Petty may be compelled to convey by a deed duly executed the said tract of land to your petitioner with such conveyance of title as may be proper in the premises and that your petitioner may have such other & further relief as may be consistent with equity & good conscience

Jno Mason Solr for
C. Wallace Complt.

The State of Ohio Ross County ss.

Personally came Cadwallader Wallace the above named complainant before me James S McCain a Justice of the peace in & for the County of Ross in said State and on oath to him by me duly administered he did declare and say that he is informed and does verily believe that William Petty who was a citizen of the State of Virginia died many years ago leaving heirs at law capable of inheriting his Estate but whether he died testate or intestate this deponent has no knowledge or information and that this deponent does not know either the number, the names or the place of residence of his said heirs nor of his devisees if he made a will & thereby disposed of his Estate and further this deponent saith not

Sworn to & Subscribed this twentieth day of July A D 1846 before me James S McCain
Justice of the peace

Cadwallader Wallace

Arthur Watts
adm
E Wallace
Answer

Filed July 28th 1886
John Capitillich

The answer of Arthur Wattes of the County of Ross to a bill in Chancery exhibited against him and others in the Court of Common Pleas of Union County Ohio by Cadwalader Wallace. This respondent saving to for answer to so much of said bill as he is advised it is material for him to answer he answers and says. That John Wattes late of Bedford County Virginia the father of this respondent by his last will and testament devised among other lands the said Survey No 4903 for one hundred acres to this respondent. That respondent's father had paid as respondent is advised & believes) the taxes on said land up to the time of his death & respondent continued to pay taxes on the same until the time of the transfer of the same to Complainant that at the date of the paper marked A and exhibited with complainants bill respondent for the consideration therein expressed sold & transferred to complainant all his respondents right & interest in the said 100 acres. and executed the paper to which his signature is attached. since which time he respondent has had nothing to do with said land. Respondent knew it as the "Pitty land" but as to the origin of the title, whether patented to Pitty or not, and the circumstances under which his said father became possessed of the same respondent knows nothing and can therefore say nothing - Respondent supposes and has no doubt that his said father had good title either legal or equitable to said land - but how he became so possessed he cannot state. And as to all the other matters in said bill respondent being ignorant can make no further answer - And having fully an-

Second he prays to be hereby discharged under his oath &c

Wm Lawrence
Solr for Defdt

Arthur Watts

The State of Ohio Ross County ss
Arthur Watts defendant in the foregoing case personally came before me and made oath that the facts set forth in the foregoing answer of his own knowledge are true and those stated on information derived from others he believes to be true,

Arthur Watts

Sworn to and subscribed before me this 18 July A D 1846

James S McCain
Justice of the peace

The State of Ohio
Ross County ss } I Angus L Fullerton Clerk of the Court of Common pleas for the County aforesaid do certify that James S McLain Esqr before whom the foregoing affidavit was taken was at the time of taking the same and now is an Acting Justice of the peace in and for the County aforesaid duly commissioned and sworn to serve

Given under my hand & seal of office this 21 day of July A D 1846

Angus L Fullerton Clerk

Cadwallader Wallace
v
Arthur Mattox et al
Proof of notice

Filed Oct 16th 1846
John Cassil Clerk

The State of Ohio,

Union County Court of Common Pleas.

Cadwallader Wallace, vs. Arthur Watts, & the unknown heirs & devisees of Wm. Petty, deceased, defts.	IN CHANCERY.

IN pursuance of an order of the court aforesaid at their July term, A.D., 1846, the unknown heirs and devisees of William Petty, deceased, are hereby notified that on the 28th day of July, 1846, Cadwallader Wallace, of Ross county, Ohio, filed in said court a bill in chancery, against the said unknown heirs and devisees, stating in substance that one —— Hust, as agent for William Petty, then of the State of Virginia, sold for a valuable consideration to one John Watts, the equitable interest of the said Petty in a certain tract of 100 acres of land survey No. 4903, lying between the Little Miami and Scioto Rivers, in the county of Union, in the Virginia Military Reserve, in the State of Ohio, and also the warrant No. 4162 of the said Petty, in virtue of which, the said land was located; and afterwards patented by the United States to the said Petty; and described as being on the waters of Darby's creek, beginning at two sugartrees and a hickory easterly corner to Hughes Woodson's survey No. 5008 thence, &c. But that said Petty had either by himself or by his agent failed to convey the legal title to the said land, and had died seized thereof; that the complainant became the equitable owner of the said tract of land by purchase for valuable consideration, in 1836, of one Arthur Watts, to whom the same had been devised by John Watts his father; that the written contract by which John Watts had purchased of the said agent of the said Petty, and also the letters of attorney from said Petty to said —— Hust had become lost or mislaid— that said John and Arthur Watts had paid the taxes on said land for many years and that complainant had also paid the taxes and made lasting improvements on the same since he became the owner thereof. The bill prays that the heirs and devisees of said Petty be compelled by decree to convey the legal title to said land descended or devised to them to complainant by deed containing proper covenants of title. And the said heirs and devisees 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 complainant at the term next after the expiration of the said sixty days will apply to said court to take the matters of the said Bill as confessed, and to decree accordingly.

S. MASON,
Sol. for Compl't.

Dated July 28, 1846. [n14w6prf,7,00

Personally came into open Court P B Cole publisher of the Argus a newspaper printed and of general circulation in Union County and being duly sworn says that the notice a copy whereof is hereto attached was published in said news-paper for six weeks consecutively prior to the present term of the Court of Common Pleas for said County to wit for six consecutive weeks from and after July 28 – 1846 —

P B Cole

Sworn to & Subscribed in open Court Oct. 17 1846 John Neal Clerk

And it is further ordered & decreed that the said Arthur Watts, defendant, within thirty days release & quit claim all his right title interest claim or demand in law or equity in & to said land to the complainant. And that each of said unknown heirs & devisees within thirty days pay the costs of this suit and in default thereof that execution issue therefor as upon judgments at law

James Jenkins having No 3349, thru S. 53 W 267 poles to the beginning with the appurtenances

Wallace
v
Watts & ac
Decree

Entry

Recorded

Cadwallader Wallace
vs
Arthur Watts and
the unknown heirs &
and devisees of William
Petty deceased defts –

State of Ohio Union County
Court of common pleas
May Term A.D. 1847
In Chancery

This cause came on to be heard upon the bill of the complainant, answer of the defendant Arthur Watts and the exhibits (the said unknown heirs of William Petty dec^d. still failing to appear, plead, answer, or demur to said bill); on consideration whereof, and the Court finding the law and equity of the case to be with the complainant, it is ordered & decreed as follows namely – That said bill be taken for confessed as against the said unknown heirs and devisees of the said William Petty deceased, and that they the said unknown heirs and devisees within thirty days execute & deliver to the complainant a good and sufficient deed in fee simple with covenants of special warranty for the land in the bill discribed and against incumbrances made or done by themselves which tract of land is discribed as one hundred acres survey No Forty nine hundred and three (4903) lying between the Little Miami and the Scioto Rivers in the county of Union in the State of Ohio in the Virginia Military Reserve being on the waters of Derby's Creek beginning at two sugar trees and a hickory easterly corner to Hughes Woodson's Survey No 5008; thence with his line N 37 W 136 poles to two hickories and a sugar tree in his line and corner to John Arnolds survey No 5142 thence with Arnolds line & course thereof N. 80° E 298 poles to two sugar trees in the line of

No. 46-CH-27

Union Common Pleas Court.

Ohio Life Ins Co.

Plaintiff,

AGAINST

David S Allen

Defendant.

MAY TERM, 1847

Dismissed

No Record.

Journal 4 Page 10

Record No. Page

Ex. Doc. Page

Chancr. Com. Pleas

The Ohio Life Insurance & Trust Company

vs

David S. Allen & others

Bill to foreclose.

Filed July 28. 1846
John Cassil Clk

Cast bill made
No, Record

John H. Young, Sol.

To the Honorable the Court of Common Pleas of Union County, in Chancery.

Respectfully represent unto your Honors your Orators The Ohio Life Insurance and Trust Company, a corporation Chartered by the Legislature of Ohio, that one David S. Allen of Union County, on the twelfth day of September A. D. 1835, executed and delivered to your Orators his promissory note of that date for the sum of four hundred dollars payable to your Orators or their assigns on demand with interest thereon at the rate of Seven per centum per annum, as by said note which will be exhibited to the Court hereafter will appear.

Your Orators further represent that the said David S. Allen together with his wife Keturah Allen, did on the same day of the date of said promissory note, execute and deliver to your Orators his deed of mortgage of that date, in and by which deed they conveyed to your Orators and their assigns the following described lot or parcel of land lying and being in Union County, on the waters of Rush Creek, being part of Survey No. 9922, bounded as follows, to wit: beginning at the South Westerly corner of said Survey at a burr oak and two beeches, thence with the line of said Survey North 11° 25' West 143 poles to two ashes, thence North 78° East 111 poles and 25 links to the North Westerly corner of Thomas Cheney's seventy seven acres of land, being two beeches, thence with his line South 11° 25' East 143 poles to two hickorys and a huckleberry in the line of Benjamin Carter's land, thence with said Carter's line South 78° West 111 poles & 25 links to the beginning, containing one hundred acres of land: which deed was duly executed by the said David S. Allen and Keturah Allen his wife agreeably to the laws and was duly recorded on the records of deeds of Union County: which deed Com-

trained a condition of defeasance, that if the said David S. Allen and Keturah Allen his wife should well and truly pay or cause to be paid to your Orators or their assigns the said sum of four hundred dollars, with the said interest of seven per centum per annum, on demand, together with any premium that might be paid by your Orators thereon, then said deed was to be void, otherwise to be and remain in full force and virtue in law: which deed of mortgage will be exhibited to the Court on the hearing of this Cause.

Your Orators further represent that the whole of the said sum of four hundred dollars together with the interest thereon, at the rate of seven per centum per annum, from the 14th September 1845, is now due and unpaid: and your Orators have demanded the payment thereof which has not been made.

~~Your Orators therefore pray that~~ Your Orators further State that they are informed that the said David S. Allen and Keturah Allen his wife in August 1845 Conveyed said land to one John M. Blue, Jr. or John M. Blue, Senr. (your Orators do not know which) who at the time said land was Conveyed to him had notice of your Orator's mortgage: your Orators ask that said John M. Blue, Jr. & John M. Blue, Sen. may be made defendants to this Bill and required to answer the same, (the said David S. Allen and Keturah Allen who do not reside in Ohio, by publication and the said John M. Blue by subpoena) that an account may be taken of what is due to your Orators for this principal and interest, that said mortgage may be foreclosed and the equity of redemption of defendant barred, that said land may be sold & the proceeds arising from said sale applied to the

payment of said principal & interest and for such other & general equitable relief as may be proper, &c.

John H. Young
Sol. for Complts.

Union Com Pleas

S O & D & U Company

v

David S. Allen et al

Service — — $0.55
Mileage — — — 50
Copies — — — 25
$1.30

Wm M Robinson
Sheriff

Filed July 29th 1846
John Caskie, Clerk

Served this writ July 29th 1846 — by copies on John Blue Sr & John Blue Jr. David S Allen & Katura Allen not found

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 David S. Allen Rataurah Allen John M. Blue Jr. & John M. Blue Senr.

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 The Ohio Life insurance and Trust 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 28th day of July A. D, 1846

John Cassil Clerk of Com. Pleas.

No. 46-CH-28

Union Common Pleas Court.

Michael S Woods
Plaintiff,

AGAINST

Prince W Aldew et al
Defendant.

JUN TERM. 1843

DECREE FOR PLAINTF

Journal 4 Page 140

Record No. 5 Page 293

Ex. Doc. Page

Monroe Com Pleas

Michael S. Wood
vs
Prince Alden
Petition for
Partition
filed July 28
1846
John Cassil Clk

~~Proof filed to~~
~~show cause for~~
~~partition~~ ~~finding~~
~~Report of commissioners~~
~~to be in~~ ~~partition~~

Aly Smith
Cyprian Lee &
Jacob Fairfield
viewers

To the Honorable the Judges of the Court of Common Pleas when in Session

Michael S Wood a resident of said County of Union and State of Ohio would respectfully represent to your Honors that he is Tenant in Common of the following described Premises lying in the Town of Marlford Union County aforesaid and being lot No 28 off which Sixty feet on the North west side has been sold and part of Lot No. 29

which is held by your Petitioner in common with one Prince Alden who claims a life estate in one undivided moiety and equal half. and the Heirs of Ira Wood dec'd to wit Cinthia Wood Now Cinthia Powers by marriage with James Powers John Wood Andrew J. Wood Hilas Wood Harvey S Wood Minors for whom Gregory Hawley has been regularly appointed guardian by this Court. That the same descended to said Tenants from Dimmis Wood the mother and Polly S Prince the sister of your petitioner & Ira Wood dec'd and the said last was the wife of the said Alden. That your Petitioner is entitled to partition in the premises to one half the same subject to the said life Estate now claimed by the said Alden Your Petitioner prays partition and such further proceedings in the premises as may be agreeable to the Statutes of this State and as in duty bound he

By Wm C Lawrence
his Atty

I waive the issue and service of Process in this case so far as my interest is concerned

P. W. Allen
James B. Power
Cynthia A. W. Power

I waive the issue and service of Process in this case for my wards and hereby enter their appearance

July 27. 1846

Gregory Dawley

Union Com. Pleas

Michael Wood
vs
Prince McAlister et al

Fi. fa.

Filed Oct 6 1847
John Lewis Clk

August 21. 1847 Received this Writ.
In obidience to the within Command I duly advertised the property in the bill described 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 5th day of October A.D. 1847 in pursuance of said notice proceeded to offer said real estate for by public auction at the door of the Court House in the Town of Marysville in said County, And sold the same to Andrew S. Alden for the sum of two hundred and fifty dollars, that being the highest and best bid therefor, and it being two thirds the appraised value thereof.

Fees — mileage 5
advertising 2.5
Service 3.5
Poundage 5.00
Pr fee 2.50

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 the following entry to be truly taken from the Journal of said Court,

August Term 1847

Micheal S. Wood
vs
Prince N Alden et al } Ely In Partition

In this Case neither of the parties electing to take the said premises at the appraisement - It is ordered that the Sheriff proceed to sell the said premises according to the statute in such Case made and provided and it is further ordered that the parties pay the Costs of the application in proportion to their interest within thirty days from the rising of this Court and that in default thereof execution issue therefor as in Cases at Law, and Continued

Witness John Cassil Clerk of said Court at the Court House this 21st Day of August AD 1847

John Cassil Clerk

To whom it May concern this may
Certify that the following is a true
extract from the Family Record
in my fathers old family Bible
"Prince Alden Born February
12th 1808" June 27th 1848

Elizabeth Mann

From the above sum should be deducted the costs in such proportion as the Court may direct.

All of which is respectfully submitted.

F. W. Powell
Special Master Comm.

The master charges as his fee $5.00

Union Co. Pleas

M. J. Woods et al
vs
P. W. Alders et al

In Partition.

Master's report.

Union County, ss. Com. Pleas June Term 1848

Michael S. Woods.

vs.

Pierce W. Alden & al } In Partition.

The undersigned Master Commissioner to whom this case was referred respectfully report. that it appears that the premises in question was sold for the sum of $250. and that the s'd Pierce W. Alden had a life estate by curtesy in the one undivided half thereof. It also appears by consent of parties that the s'd Alden is now of the age of forty years and in ordinary health and chance of life. It also appears by consent of parties, that the annual rent of the whole of the s'd premises will be fairly represented by the sum of $15. the annual interest on the s'd purchase money. The s'd Master finds therefore that the annual value of the life estate of the s'd Alden in the s'd undivided half of the s'd premises is $7.50 cents. It appears from various tables of life insurance that the chances of life of a person of forty years of age, are variously estimated from 25 to 27 years, but the present value of such yearly rent cannot be the rent multiplied by the number of years, but it should be discounted by the interest on the rent of each year until it is payable. This present value of such life annuity is estimated in a table in Evans Manual for Admr. &c page 135, which the Master considers fair and of authority; from which it appears that the number of years the purchase of an annuity is worth for a person ~~for a person~~ at the age of forty years is 10.705 years which give when multiplied by $7.50 the sum of $80.28 cents. which sum deducted from the sale of the land will leave the sum of $169.72 to be divided between the petitioner and other heirs —

$250.00
80.28
$169.72
84.86

Wood
vs
Alden

Brief

M. S. Wood
vs
Prince W. Alden et. al.

In Partition
In Union Com. Pleas

This cause is referred to J. W. Powell Esq. to be a Special Master to settle the proportions due to each of the parties in the cause.

The facts are as follows Mrs Wood the Mother of M. S. Wood. and the other Defts except Alden. ~~Mrs Wood~~ in her life together with Mrs Alden her daughter owned the real Estate in question in Common each a moity, one half of the property was sold in the life time of ~~each~~ both and the proceeds went to Alden. Mrs. Wood died leaving the property to ~~the~~ M. S Wood her son and to the other Defts. children of an other of her sons ~~by her~~ ~~with the right of Curtesy by~~ with ~~Mrs~~ Aldens life estate in one half of said prop. by the Curtesy. The question now is what ~~share~~ amount of the proceeds of the sale is Alden to have? and shall the money he received from the forme sale of part of the property in the life of his wife & mother in law be charged against him?

Filed aug 21st 1847
John Cassil clerk

1847
Aug 20

M. S. Woods
vs
Alden et al } In Partition

Issue an order of Sale in this cause
Aug 21 1847 P. B. Cole
To J Cahill Clerk Atty for Pltff

We the undersigned being appointed by the court of Common pleas of Union county to partition the property specified on the within and after being duly sworn as the law directs we proceeded to view the said premises in the Bill described and found that it could not be devided without making the property less valuable consequently we value the said premises at three hundred and seventy five dollars Millford July 30th 1846

Cyprian Lee
Alexander Smith
Jacob Fairfield

~~Approved Aug 3 $300~~

Union Court Pleas
Michael S. Wood
v
Prince W. Alden
Order of Sale

Service — $4,00
Mileage — 25
$1,25
Commissioners fee 3,00
Recorded
Wm McRobinson
Sheriff
Filed July 30th 1846
John Gifford Clerk
Aug 1st Paid
Wm McRobinson Sheriff
by Jacob Rose
Deputy
Costs Lien Grad
Rec

I have Executed this writ by the oaths of the within named Commissioners, whose report is herewith returned July 30th A.D. 1846 —

Wm McRobinson Sheriff of U C O

Wm McRobinson
Lee

State of Ohio Union County ss.

I. John Cassil Clerk of the Court of Com^n Pleas of Union County Ohio, Certify the following entry to be truly taken from the journals of said Court at July Term. A.D. 1846.

"Michael S. Wood. } In Partition
v } This Case Comes
Prince W. Alden et } into Court by the Consent
als. } of the Parties defendants
the Minor Defendant by their Guardian, Whereupon it is ordered by the Court that by the Oaths of Cyprian See Alexander Smith and Jacob Fairfield one full equal one half of the premises described be Sett ~~forth~~ off to the said Michael S. Wood, Subject to the life estate of the said Prince W. Alden, and the One half of the said Share and the remaining half to the said James Power Cynthia Power John Wood Andrew Jero. Wood Hilar Wood and Harvey S. Wood, the heirs of Ira Wood decs^d. and Subject to the like incumberance of the said Alden, the Sheriff of this County by writ from this Court make the said ~~Petition~~ Partition and report to this Court Forthwith

Witness John Cassil Clerk of said Court at the Court House aforesaid this 29. day of July A.D. 1846.

John Cassil Clk.

No. 46-CH-29

Union Common Pleas Court.

Lipe Starling Jr. Plaintiff,

AGAINST

Thornton Wasson Defendant.

AUG TERM. 1847

DECREE FOR PLAINTIF

No Record.

Journal 4 Page 38

Record No. No Record. Page

Ex. Doc. Page

Ulster Complaint

Lyn Stanley Jr

v

Thornton Wasson

Ex Cty.

Filed July 29th 1836
John Capell, Clerk

Issue Subpa for
Thornton Wasson — not
found.

Wm H Andrews
Sol for Compt.

Cost bill made
No. Record

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

Your petitioner Lyne Starling Jr. represents.

That on the 21st day of December AD 1839 he agreed to sell to Thornton Wasson of said Union County who is made party defendant to this bill the following premises situate in said County being part of survey No 3452 Beginning at sugar stump sugar and beech in road north west corner to lands heretofore occupied or claimed by Thomas Wasson thence North 80½° East 86 poles passing creek at 66 poles to stake in road at corner of Wassons good; thence South 84° East 27 poles to a stake in road in east line of said survey; thence North 6¾° West 114 poles to two beeches original corner to Beverly Boyds survey No 2925 hickory down; thence South 82° West 120 poles to red oak hickory white oak and sugar in line of said Boys said survey; thence South 9¾° East from said West ~~line~~ corner (along the west line of survey 3452 passing road at 62 poles) one hundred and nine poles to the beginning; and your petitioner then executed and delivered to said Wasson a title bond for said land whereby said Wasson agreed to pay your petitioner for said land four hundred and ninety two dollars as follows: one hundred and twenty three dollars on or before 21st December 1840; a like sum one year thereafter; a like sum in two years thereafter; a like sum in three years thereafter and a like sum in four years thereafter with interest payable on each sum when due from said 21 December AD 1839 and for which said Wasson gave his notes payable to your petitioner or order with interest as aforesaid. And in and by said title bond your petitioner agreed to convey said premises to said Wasson upon the punctual payment of said money with interest as above mentioned. The said Wasson has paid the first note or instalment above mentioned but has wholly failed to pay any thing more. Said Wasson is insolvent and neglects and refuses to pay anything more on said notes or title bond. Your petitioner did not retain a copy of said title bond but the original is in the possession of said Wasson and there is no other evidence of exact terms of said title bond but said original. Your petitioner prays that said Wasson may answer the premises ~~and~~ under oath and file or incorporate in his answer a true copy of said title bond and may

be decreed to specifically perform said contract for said real estate and in default that said contract may be cancelled as said premises sold to pay said purchase money now due &c and that you petitioner may have such other and further relief in the premises as to the court may seem meet & fit

Geo Staley Jr

by Tho & Andrews his Solr.

Union Common Pleas

Lyne Starling jr.
vs
Thornton Wason

Service —	35
Mileage —	65
Copy —	15
	$1,15

Wm McAlmon
Sheriff

Filed July 30th 1846
John Cassil, Clerk

Served this writ July 30th 1846 by a certified copy of this writ
Wm McAlmon
Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Houston Wason

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 him by Lyne Starling Jr.

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 July A. D, 1844

John Cassil Clerk of Com. Pleas.

In the foregoing answer as from the information of others, I believe to be true, and that all the pleas of other matters and things therein set forth are true in substance and in fact Thornton Wasson

Sworn to and subscribed before me this 30th day of September A.D. 1846.
Fee 12½ paid J. Deff

James Dunner
Justice of the Peace

In Union Com. Pleas

Thornton Wasson
ads
Lyne Starling Dr

Answer in Chancery

Filed Sept. 30th 1846
John Cassil, Clerk

Allison & Curry

The answer of Thornton Wasson to the Bill in Chancery exhibited in the Court of Common Pleas of Union County, against him by Lyne Starling Jr.

The said Thornton Wasson now comes, and for answer to the said bill of the said Lyne Starling Jr. says, that it is true he entered into a contract with the said complainant as set forth in said bill. of which contract the following is a correct copy.-

"Title Bond.

Articles of agreement, concluded this twenty first day of December A. D. One thousand eight hundred and thirty nine between Lyne Starling Jr. of Franklin County, Ohio. of the first part, and Thornton Wasson of Union County of the second part, witness, that the said party of the first part agrees, upon the terms and conditions hereinafter mentioned, to sell to said party of the second part, the following lands, situate in the County of Union, Ohio. Being 82 acres part of survey No. 3452 in the name of William Barkedale, Begining in the middle of the County road where the East line of the survey crosses the road, thence with the said East line N 6°. 30'. W. 114½ poles to 2 beeches and a hickory - thence S. 80. W. 119½ poles to 3 sugar trees, white oak & red oak - thence S. 9. E. 110 poles crossing Road at 63 poles & the run at 70 poles to a stake, thence N 80 E. 90 poles to the road - thence with said road, S. 86. E. 27 poles to the begining.

The said party of the second part hereby agrees to pay the said Starling the sum of 492 dollars — cents in 4 installments, with interest, as follows: 123 dollars on or before the 21st day of Decr 1840.— 123 dollars on or before the 21st day of Decr 1841- 123 dollars on or before the 21st day of Decr 1842 — 123 dollars on or before the 21st day of Decr 1843. The said party of the second part, having also executed his 4 single bills to the said Starling or order, for said several sums, payable as aforesaid;

and the said party of the second part agrees to pay all taxes and assessments that may hereafter be demandable on said land or their appurtenances. It is agreed that said several installments and single bills, above mentioned, with interest shall be punctually paid, on or before the respective days when the same shall be due, as above mentioned; and if each and all are so paid, said Starling for himself, his heirs, executors, administrators, or assigns hereby covenants to convey by general warranty deed, the above described premises, unto said party of the second part, his heirs and assigns. In witness whereof, said parties have hereunto set their hands and affixed their seals, the day and year first above written.

Lyne Starling Jr (L.S.)

Executed in presence of Thornton Wasson (L.S.)

Upon the back of said title bond is endorsed by said Starling the first payment with its interest in full."

And this defendant for further answer says, that it is true that the three last payments remain unpaid, but it is not true that he is insolvent and refuses to pay anything more on said notes and title bond, as the same was never demanded of him until this suit was commenced. Defendant states that he has made lasting and valuable improvements upon said land, since the aforesaid contract was made, and had made valuable improvements upon said land previously thereto upon a tax title held by defendants father, and that said land is now worth much more than comes said claim and submits to this Honorable Court, that a Court of equity will not rescind a contract under those circumstances.

And this defendant for further answer to said Bill says, that he is informed and believes that for a long time since the making of said ~~contract~~

at least, the said Starling had not the legal title to said premises and was not able to perform his covenants in said agreement by conveying by general warranty the legal title in and to said land.- That the legal title to said premises, or to a portion thereof, was for a long time at least, since the making of said contract, in some heirs residing in the State of Virginia, some or all of whom were minors, and the names of whom are not known to defendant, and this defendant calls upon the said complainant to state and show to this Court, whether he is now able to convey the legal title to the whole or any part of said premises.- whether he has procured a sufficient conveyance to himself from the Heirs of of Virginia, and if so, when the said conveyance was made, and produce the same or a copy thereof to the Court, And this defendant submits to this Honorable Court, that the complainant is not entitled to any relief in a court of equity until he expresses and shows to said Court that he is willing and able to perform his covenants in said agreement to the defendant, and that he tender a good and sufficient deed for the same, and this defendant hopes he shall have the same benefit of this defence, as if he had demurred to the said complainants bill: and this defendant denies all and all manner of fraud and combination wherewith he stands charged, and having thus fully answered he prays to be hence dismissed, with his reasonable costs and charges in this behalf expended. Thornton Wasson

By Allison & Curry
His Soltrs

The State of Ohio, Union County ss.

I, Thornton Wasson being duly sworn, depose and say, that all the several matters and things which are stated

Unimp

Lyon County
v
Thornton Massey

Replevin

Filed May 7. 1847
John Cassil Clerk

Sam V Andrews

S

Lyon Stanley
v
Thomas Mason

Ch. Ch.

Comes the said Lyon Stanley & says that the matters and things set forth in his said bill of complaint are true in fact as the said answer contrary thereto is untrue &c.

Sworn & subscribed
Solr. for Compt

Mr Campbell

Geo Stanley Jr
vs
Thornton Warren

Ret to Belle

Lyon Stanley
v
Thomas Wasson } In Chy.

And now comes the said Complaint and amends his bill by leave of the court by correcting the boundaries of the land as follows The said lands so sold by the Complainant &c as in said bill is alleged instead of being bounded as in said bill is described is bounded and described as follows: Part of survey 3452 in the name of William Bashsdale: begin in the middle of the county road when the east line of the survey crosses the road; then with the said east line N 60° 30' W. 114½ poles to two beeches and a hickory; then S. 80 West 119½ poles to three sugar trees white oak and red oak; then S. 9 E. 110 poles crossing road at 63 poles and the run at 70 poles to a stake; then W. 80 East 90 poles to the road; then with said road S. 86 E. 27 poles to the beginning containing 82 acres.

Jno D Anderson
Sol. for Compt.

Chancery Case File

Case No. 1846-CH-0030

No. 46-CH-30

Union Common Pleas Court.

Lyne Starling Plaintiff,

AGAINST

Thomas Wasendal Defendant.

AUG TERM. 1847

JUDGMENT VS DEFENDANT for cost.

No Record.

Journal 4 Page 38

Record No. Page

Ex. Doc. Page

Union Complns

vs

Lyon Stanley Jr

&

Th. Wasson &
Dan. Wasson

To Clk
Issue subpoena
for Th. Wasson to Shff
of Franklin County and
subpoena for Dan. D
Wasson to Sheriff of
Pickaway Co.

Wm J Andrews
Sol for Compl.

Filed July 30th 1836
John Cafferil Clerk

Court bill mad.
No. Record

To the Court of Common Pleas of Union County Ohio in Chancery sitting:

Your petitioner Lyne Starling Jr. represents that on the 21 day of December AD 1839 he agreed to sell to Thomas Wasson non-resident of the County of Franklin Ohio and Daniel Wasson of the County of Pickaway Ohio (both of whom are made parties defendants to this bill) the following premises situate in said County of Union part of Survey No 3452 bounded as follows Beginning at a stake in road in the line of said survey from which a hickory 18 inches in diameter bears North 52½° East three poles blanks big N. W corner offered claimed by one Bokins thence North 88½ East with said Bokins line 122 poles to a stake in east line of survey two poles north of a ~~swamp~~ swamp oak three feet in diameter; thence north 20½° West 66 poles to a white ash corner of a field formerly occupied by one Bishop; thence North 6¾ West 90 poles to a stake in the Marysville road crossing Indian run at 12 poles; thence North 84° West 27 poles to a stake in road; thence South 80½ W. 86 poles crossing Indian run at 20 poles to West line of survey at sugar stump, sugar, and black ash in road; thence South 9¾ East along said West line and center of said road 160 poles to the beginning; for which said parties then made and executed a title bond or article of agreement by which said Thomas & Daniel agreed to pay your petitioner for said land the sum of seven hundred and fifty dollars in four equal annual installments from said 21 Dec. 1839 with interest on each from said time and made their joint and several promissory notes therefor payable to your petitioner or order; and your petitioner agreed in said title bond

a article of agreement to convey said premises to said defendants upon the punctual payment of said installments and interest by them.

Your petitioner avers that said defendants have paid only said first installment and have wholly neglected and refused to pay any part of the other installments or interest and refuse to specifically perform said agreement on their part.

Your petitioner has no copy of said title bond or article of agreement and said defendants have the original in their possession and your petitioner is unable to more particularly specify the terms thereof.

Your petitioner prays that said defendants may be required to produce ~~or set~~ the original title bond or agreement or set forth a true copy thereof in their answer to this bill and may be required to answer the premises under oath and decreed to specifically perform their said agreement and in default thereof that said agreement may be cancelled or said premises sold to pay the amount due your petitioner and that the court would grant such other and further relief as may seem meet &c

Lyon Staley Jr

by Swan & Andrews

his Solrs

August 4th 1846

Served by Delivering A True copy of this writ to Daniel D Mason ~~and to~~ Thomas Mason not found in my Bailiwick

M. & Albre sheriff
Pickaway County
Ohio.

Service	35
Mileage	60
copy	20
postage	5
	1.20

Marion Common Pleas

Lynn Starling Pl
vs
Thomas Mason &
Daniel D. Mason

Filed Oct 14th 1846
John Gabriel
Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ Pickaway GREETING:

We command you, that you summon Thomas Wasson & Daniel D. Wasson

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of our Term next ensuing, to answer a Bill in Chancery, exhibited against them by Lyne Starling Jr.

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 July A. D, 1846

John Cassil Clerk of Com. Pleas.

September 8th 1846

Served this writ on the within named Thomas Wasson personally by copy & to Daniel D. Wasson not found

John Graham Sheriff
Franklin County Ohio

mil 80.
Ser. 35
Copy 20
retn 10
1.45

Union Common Pleas

Lyne Starling &c
vs
Thomas Wasson &
Daniel D. Wasson

Filed Oct. 14th 1846
John Cupp C.C.P.

W. P. Mann Atty for Pltff
Make alias Dedi
Dan'l Wasson is not in
Frank. Co. W.P.
Cum & has to W.P.

The State of Ohio, Union County, ss.

Franklin

TO THE SHERIFF OF THE COUNTY OF ~~UNION~~ GREETING:

We command you, that you summon Thomas Wasson & Daniel D. Wasson

to appear before the Judges of our Court of Common Pleas, at the Court House, on the first day of Our Term next ensuing, to answer a Bill in Chancery, exhibited against them by Lynn Starling jr.

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 July A. D, 1846

John Cassil Clerk of Com. Pleas.

Lyon Stanley Jr

vs

Thos Wasson et al

Dan'l Wasson

Amend.t to bill

Lyon Stanley
v
Thos & Dan'l Wasson } In Chy.

and now the complaint comes and amends his bill by correcting the boundaries of the land as follows: The said lands so sold by the complainant &c as in said bill is alleged, instead of being bounded as in said bill is described, is bounded and described as follows: Pat of survey 3452 in the name of Barksdale and bounded as follows Beginning at a stake in the middle of the county road where the east line of said survey crosses the road South East comes to Thornton Wassons, thence with said Thornton Wassons line N. 86° W. 12 poles to a stake in road; then S. 80° W 110 poles to a stake in the west line of survey, South west corner to T. Wassons; then with said west line to a stake North west corner to Barkers land; then with the north line of Barkers land to a stake in the east line of the survey; then northerly with said east line to the beginning containing one hundred and twenty five acres more or less.

Jno O Andrews
Sol. for Compt.

Chancery Case File

Case No. 1846-CH-0031

No. 46-CH-31

Union Common Pleas Court.

H. Lee & Co

Plaintiff,

AGAINST

Stephen Wingeier

Defendant.

MAY TERM 1847

Settled

No Record.

Journal 4 Page 10

Record No. Page

Ex. Doc. Page

H Lee & Co

vs

Bill in Chy.

Stephen Nugent

& S Phelps

Filed Sept 4th 1848

John Carrel Clk

Castleill mad

By O'Bleak

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

Hugh Lee and William E Lee partners in trade under the firm and name of H Lee and Co. shew that their said firm recovered a judgement against Stephen Wright on the 18th day of August A.D. 1846 before James A. Wilkinson a justice of the peace in & for said County for the sum of forty dollars and eighty cents debt and forty two & 1/2 cents costs ~~and~~ increase costs of 50 cents, as appears by a transcript thereof herewith filed and made part of this bill and execution issued thereon and has been returned no property found whereon to levy and your petitioners charge that the said defendant has no property liable to execution by which their said debt can be satisfied, but that said defendant has an equitable interest in a certain tract of land and frame house thereon being about one acre of land in the town of Marysville and bounded on the north by Levi Phelps land on the west by land occupied by James A Starrett on the south by North Street in said town and on the east by an Alley which land the said defendant holds by contract or title bond from Levi Phelps and on which petitioners charge part payment has been made to said Phelps, and the said house has been built by deft. since he bought it. Your petitioners being without remedy at law, pray that the said Stephen Wright and Levi Phelps be made defts hereto, and that they file the original contract or title bond given for the sale of said premises together with a more particular description of said premises, and all receipts given for payment made on the same by said Wright, and that they particularly set forth the full amount of said Wright's interest therein. And on hearing that your honors may decree that the said premises be sold and the proceeds applied to the payment of your petitioners said judgement and as in duty bound they will ever pray &c

W Bloor Sol for Complt.

Issue a subpoena against Wright & Phelps

A Lee & Co

vs

Stephen Wringet

Transcript

Filed Sept. 14th 1846
John Cassil, Clerk

The State of Ohio Union County Paris Township ss

Hugh Lee & William D. Lee
Partners under the name &
and firm of H. & Lee & Co
vs
Stephen Wringet

Debt $40.80

Pltffs costs
Fees issuing Summons 12½
" Entering judgment 12½
Const serving Summons 27½

Defts costs
Fees entering Judgment 10

issuing Execution 25

Const serving Execution 25

Transcript 31¼.

Suit brought on two notes which read. "$3.97. Due H Lee
"or order the sum of three dollars. ninety seven cents for value
"rec^d Jan 30. 1846" "Stephen Wringet"
on which is a credit of $2.00.
Due J Winkeale jr or order the sum of Forty six dollars
& seventy two cents for value received August 11th 1845
Stephen Wringet
on which are several credits amounting to $10.79.
August 14. 1846 Summons issued and delivered to Abel
Marks Constable for the appearance of the defendant
August 18. 1846 at 10 o'clock A.M. which was returned
"Served by Coppy left with Mrs Wringet at Defts residence"
"Service 10 coppy 12½ Mileage 5 = 27½ Aug 14th 1846
Abel Marks Const
August 18. 1846. 10. o'clock A.M. The Plaintiff appeared
defendant failed to appear. Trial had. It is therefore con
sidered by me that the plaintiff recover of the defendant
the sum of forty dollars and eighty cents and his costs
herein taxed at fifty two cents
August 18. 1846. Execution issued and delivered to Abel Marks constable
August 31. 1846. Execution returned indorsed "No property found whereon to levy
Service 20 Mileage 5 = 25 August 31. 1846 Abel Marks Const

The State of Ohio Union County Paris Township ss

I do hereby certify that the above is a full and true copy from my docket, of the proceedings had by and before me, in the above cause

James W Wilkinson J P (Seal)
of the aforesaid Township

Union Common Pleas

A. Lee & Co
vs
Stephen Wright
& Levi Shelps

Service - -	$0.55
Copies - -	25
Milege - -	5
	85

Wm M Robinson
Sheriff

Filed Sept. 24th 1846
John Cassil Clerk

Served Sept 11th 1846. on Levy Shelps
Served Sept 21st 1846. on Stephen Wright
Each by a certified copy of this writ

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 Stephen Winget and Levi Phelps

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 H. Lee & 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 fourth day of September A. D, 1846

John Cassil Clerk of Com. Pleas.

Union Com. Pleas

H. Lee & Co.
vs
Stephen Winget

Service --- $0 35
Mileage --- 5
40

J. H. M. Robinson
Sheriff

Filed October 16. 1846
John Cassil Clerk

Cost bill made
Record
Recorded

Oct. 16th 1846 - Served this writ by leaving a certified copy of this writ at the residence of the defendant
Wm. M. Robinson Sheriff

The State of Ohio Union County ss.

To the Sheriff of said County, Greeting.

Whereas Hugh Lee & William C. Lee, Partners under the name and firm of H. Lee & Co. on the 18th day of August 1846 recovered a judgment before James M. Wilkinson one of the Justices of the Peace within and for the said County of Union for the sum of forty Dollars & eighty cents Debt and fifty two & a half cents cost against Stephen Winget upon which said judgment an execution was issued by the said James M. Wilkinson and returned no property found whereon to levy; and it having been suggested to the said James M. Wilkinson that the said Stephen Winget is possessed of lands and tenements as to us appears by a transcript of the said judgment and proceedings filed in our Court of Common Pleas within and for the said County of Union — We therefore command you that you make known to the said Stephen Winget, to appear before our said Court of Common Pleas forthwith ~~day of their next Term~~ to shew cause if any there be why execution should not issue against his lands & tenements to satisfy said judgment and further to do and receive what our said Court shall then and there consider in this behalf — and have you then there this writ —

Witness: John Capsil Clerk of our said Court this 16th day of October A.D. 1846

John Capsil Clerk

Wm. Lee
&
Lockwood
&
Ada Miller
Mathew Johnson

8888888

A Lee & Wm P Lee
Partners &c
vs
Stephen Wright

Transcript

Filed Oct. 16th 1846
John Capsil Clerk

Hugh Lee & William Lee
partners under the name
and firm of Lee & Co
vs
Stephen Winget
Debt $40.81

Suit brought on two notes which read $3.97 Due Lee or order
the sum of three dollars ninety seven cents for value rec'd Jan 31. 1846
Stephen Winget
on which is a credit of $2.00.
Due J. Pinkerton jr or order the sum of forty six dollars
& seventy two cents for value received August 11th 1845
Stephen Winget. on which are several credits amounting to $10.79.

Pltffs costs
Fees filing Summons 12½
" Entering judgt 12½
Const serving Summ 27½

August 14. 1846 Summons issued and delivered to Abel Marks Constable for the appearance of the defendant August 18. 1846 at 10 o'clock A.M. which was returned "Served by copy left with Mrs Winget at Defts residence Service 10 Copy 12½ Mileage 5 = 27½ Aug 14th 1846 Abel Marks Const
August 18. 1846. 10 o'clock A.M. The Plaintiff appeared defendant failed to appear. Trial had. It is therefore considered by me that the plaintiff recover of the defendant the sum of forty dollars and eighty cents. and his costs herein taxed at fifty two ~~and~~ a half cents

Defts costs
Fees Entering Satisfaction 10

Increase costs
Fees filing Execution 25
" " 1st Transcript 31¼
" " 2nd Transcript 31¼
Const serving Execution 25

August 18. 1846 Execution issued and delivered to Abel Marks Constable
August 31. 1846 Execution returned indorsed "No property found whereon to levy. Service 20 Mileage 5 = 25
August 31st 1846 - Abel Marks Const
September 1st 1846 at request of Plaintiffs Transcript made out and delivered to Plaintiffs
September 24. 1846 It is suggested to me that said defendant is possessed of lands liable to levy and sale on Execution
September 24. 1846 at request of Plaintiffs Transcript made out and delivered to Plaintiffs
The State of Ohio Union County Paris Township ss
I do hereby certify that the above is a full and true copy from the docket of the proceedings had by and before me in the above cause
James M. Hilliard J.P. (Seal) of the
aforesaid Township.

No. 46:CH-32

Union Common Pleas Court.

Bradford Hurl et al
Plaintiff,

AGAINST

Jane White et al
Defendant.

APR TERM. 1848.

JUD'G. VS PLAINT'F
Dismissed

Journal 4 Page 104

Record No. 3 Page 216

Ex. Doc. Page

In Union Com Pleas

Bradford Wood et als

vs

Jane White, Benjamin White et als

Bill in Chancery

Filed Oct 8th 1846
John Capsil, Clk

Bill dismissed Appeal
J. Wh. & deem agents
Comp. pr cost

Cost bill made
Record
Recorded

Allison & Curry

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

Humbly complaining your Orators Jane White, Bradford Wood and Elizabeth Wood his wife (who was formerly Elizabeth White), Asad Franklin and Nancy Franklin (who was formerly Nancy White), - Fanny Wallingford (who was formerly Fanny White), - Sarah Eubanks (who was formerly Sarah White). - Joseph White, Isaac White, Allen White, Polly White, and Amos White, Henry Clay White. Nancy White, Martha White, & Perry White (the last five of whom are minors) by Jane White their next friend, represent and state to the Court, that some time in or about the year 1826. one Isaac White and one Joseph White the father of the last named Isaac White, both of whom are now deceased. entered into a verbal agreement. wherby the said Isaac was to purchase the following piece or parcel of land which was then entirely unimproved, and in the woods. - to wit. situate in the County of Union. Ohio. being part of Survey No 3694 in the Virginia Military Survey, on the waters of Bokes Creek. beginning at the N. W. Corner of Thos Lunks land in the centre of said Creek in the westerly line of the said survey - thence N. 5° 40' E. 236 poles to a large Bur oak - thence S. 83. E with the original line 67 poles & 13 links to two beeches - thence S. 5° 40' W. 237 poles to a stake on the bank of the Creek - thence up the creek 74 poles to the beginning containing one hundred acres. - The said Joseph was to pay in the proportion of the purchase money for thirty acres of the said land. and the said Isaac for seventy acres. That ~~in accordance with~~ by the said agreement the said Isaac was to take the conveyance for the ~~whole~~ 100 acres to himself. and convey 30 acres described as follows to the said Joseph - to wit. Part and parcel of the above described 100 acres. beginning at the S. W. corner of said land. - thence N. 5. E. 236 poles to

a large Buroak - thence S. 83. E. 20½ poles to a small Beach - thence S. 5. W. 236 poles to the middle of Bokes Creek - thence 20½ poles with the middle of said creek up to the place of beginning containing thirty acres. - the said agreement was made to save trouble and expense of the then owner of said land residing at a distance.

Your Orators further state that in accordance with the said agreement, the said Isaac did purchase the said 100 acres of land, by title Bond immediately after. That the said Joseph paid to the said Isaac for thirty acres, in full, and the said Joseph immediately went into possession of the above described 30 acres - and the said Isaac, went into possession of the ballance. That the said Joseph continued to hold the undisputed and uncontrolled possession of the said 30 acres in severalty, until the time of his decease about the first of March 1845 - That he resided upon and made valuable improvements on said 30 acre tract - That since the decease of the said Joseph, the possession of said tract has been held by your Orators, as his Heirs (or by some of them with the consent of the others) who still hold the same.

Your Orators further state that on or about the day of 18 the said Isaac procured a legal Conveyance to be made to him for said 100 acres, and ever after at different times until the time of his death in the spring of 1844 proclaimed his readiness to execute and deliver a sufficient Conveyance in fee simple, to the said Joseph for said 30 acre tract, whenever called upon by the said Joseph to do so, or when ever the said Joseph should want it.

Your Orators further state that the said Joseph and the said Isaac always lived as Father and Son, upon friendly terms, and through the neglect of both, the said Conveyance to the said Joseph was never made. That the said Isaac continued to hold the legal title to said premises until his decease. and that his administrators petitioned

and have obtained an order from this Court to sell the 70 acres owned by the said Isaac, for the payment of the debts of said estate

Your Orators further state that the said Isaac died leaving one Lane White, not your Orator (whom your Orators pray may be made a defendant to this Bill) his widow, whom your Orators are informed, wrongfully and unjustly claims dower out of the said 30 acre tract. That the said Isaac also left the following children and heirs at law, to wit, Benjamin White Sr. Joseph White Sr. Barbara White, Sarah P. White, Richard White, Isaac White & Joshua White all of whom are minors, and whom your Orators pray may be made defendants to this Bill. James T Wells, with your Orator Bradford Wood are the administrators on said Isaac's Estate.

Your Petitioners further state that the said Joseph died leaving your Petitioners together with the children of the said Isaac White who are made defendants hereto, his legal heirs, each entitled to the following proportions to wit Your petitioners Lane White one seventh;- Bradford Wood and Elizabeth his wife one seventh;- Arad Franklin & Nancy his wife one seventh;- Fanny Wallingford one seventh;- Sarah Eubanks one seventh;- Joseph White, Isaac White Sr Ellen White, Polly White, Amos White, Henry Clay White, Nancy White, Martha White, and Perry White, who are the children and heirs of Benjamin White, son of Joseph White, deceased, one seventh, or one ninth of one seventh each;- and the defendants as heirs of the said Isaac White one seventh, or one seventh of one seventh each;-

In tender consideration whereof, and in as much as your petitioners are remidyless upon the law side of this Court, they therefore pray that the defendants may be compelled to answer all and singular the

premises herein contained, the same and as fully as though put by specific interrogatorys. That the defendant Dane White widow of Isaac White deceased, answer under her corporal oath, especially as to the terms of the agreement herein set forth as made between the said Isaac her husband and the said Joseph White his father:- That a Guardian ad litem may be appointed for the infant defendants and that on final hearing of this cause, that the said Dane White defendant, may be decreed to release all right of dower in and to the said 30 acre tract the conveyance of which is hereby prayed for; within a specified time or that in default thereof, such decree stand as such conveyance; That all the right, title, interest and claim of the other defendants who are minors, in and to the undivided interest of your petitioners in and to said 30 acres, may be decreed to be conveyed, in such manner as to this court may seem best, or if deemed necessary that the interests of the said defendants in and to said 30 acres may be set off to them in severalty, and a conveyance be decreed to your petitioners for the ballance, and such other and further relief as Equity and good conscience may require, and as in duty bound your petitioners will ever pray &c

By Allison & Curry their Solrs

The Clerk will issue Subpoena to Dane White, Benjamin White Sr, Joseph White Sr, Barbara White, Sarah S. White, Richard White, Isaac White and Joshua White.

Allison & Curry Attys

Deft's Brief

Bradford Wood et Als
vs
Jane White et Als } In Chancery —

" When the answer of Respondent is a full and complete response to the bill it requires two respectable witnesses to impeach it See Wendell & c

" The answer is responsive and denies the whole Matter and explains the understanding between

" Is the answer impeached by any testimony we think not by any testimony of Complt and fully sustained by testimony of Deft's

ala Mr White always on every occasion and in every conversation with all his Neighbours absolutely refusing to receive any kind of compensation or pay any taxes invariably stating that at the death of himself and Bennie the land was his Isaac's — and in the language of some of the witnesses would go back to Isaac — — which was to go back not the legal title, for the title has always been in Isaac since 1826

" Did Joseph White intend to practice a fraud upon his son Isaac for the benefit of the other heirs by refusing to take a Deed compell Isaac to pay the taxes upon a parole understanding or agreement that the land was always to be his — or if he Joseph was entitled

to a Deed in fee why did he invariably refuse a title? If he was intentions was he not practising a fraud upon the other heirs women &c do it —

This Deed to Isaac was perhaps parol trust for the benefit of his father & Mother during their Natural lifetime and not a ~~[illegible]~~ resulting trust that would inure to the benefit of the Heirs of Joseph White —

— The Depositions shew that some of the heirs at Law acknowledge that they know that they had no right to the land but that the heir was as near as another &c

Bradford Wood et. als
vs.
Jane White, Benjamin
White et als.

Chancery
In Union County
Court of Common Pleas

Depositions will be taken in this case by the Complainants, at the residence of Mrs Sarah White, in Harmony Township, Clark County, Ohio, on the 24th day of September 1847, between the hours of Six A. M. and Nine P. M. before some Competent Authority.

Date Sept: 21st 1847.

Bradford Wood et. als.
By Allison & Curry
their Solicitors.

The State of Ohio, Union County, S.S.

Personally appeared before me the Undersigned, a Justice of the Peace within and for said County Williams McAllister who being first duly sworn according to law, deposes and says that he did on the 21st day of September A.D. 1847 personally serve a true copy of the within notice by leaving it at the residence of the Defendants, and stating the contents to the Defendant Jane White.

Williams McAllister

Sworn to and subscribed this 22nd day of September A.D. 1847 before me. Abijah Gaundy Justice of the peace

In the case of Wood & others
vs Jane White & others we can
prove (if necessary) that Asa
Franklin one of the complainants
has frequently stated that he always
knew that Joseph White never had
any other claim to that land than
a life lease and that after
Isaac White had rec the land
and the Mill he would not
let half paid for the improvements
he had made for his father in
Clark Co and knew that the
heirs of Joseph White had no
right to that land


164N
2 inwards B.

Bradford Woodcock
vs
Lane & Clute et al

Answer of Lane
admitted of Infant
Lucy M

3

Filed May 4. 1847
John Grafsil Clerk

Crawford

State of Ohio }
Union County }

The Joint Answer of Benjamin White Joseph White Barclay White Sarah White Richard White Isaac White Joshua White infant heirs of Isaac White deceased by Jackson Doughty their guardian ad litem. Now come and for an answer to the said bill of the said Bradford Wood and others say that as guardian ad litem being unacquainted with the truth of the alligations, as set forth in said bill And submit the rights and interest of said infant heirs to the sound discretion of the Court.

J. C. Doughty Sol. for Guardian ad litem defendants.

Union Com. Pleas

Bradford Wood et al
vs
Jane White, et als

Service - - - -	$1.73
Copies - - -	80
Mileage - - -	50
	$2.03

Jno M Robinson
Sheriff

Filed October 14. 1846
John Cryfil Clerk

Served Oct 12th A D 1846 by a certified Copy to Each of the within named defendants

W C Martin D O Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Jane White, Benjamin White Joseph White, Barbaly White, Sarah D. White, Richard White, Isaac White & Joshua White

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 Bradford Wood et als

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

Witness John Cassil, Clerk of our said Court, at the court house, this 8th day of Oct.

A. D, 1846

John Cassil Clerk of Com. Pleas.

Union Com Pleas

October Term 1846

Jane White

ads

Bradford Wood et al

Answer in Chy

Filed Nov 24th 1846
John Caffee, Clerk

Crawford
detinue

To the Judges of the court of common Pleas within & for the county of Union in chancery sitting.

The separate answer of Jane White to the Bill in chancery exhibited exhibited against her said Jane & others by Bradford Wood & others in the court of common Pleas for said county of Union &c

The said Jane White saving to herself all exceptions which might be taken to the manifest errors insufficiencies and imperfections in the bill contained and the entire want of equity therein for answer nevertheless says that she most positively denies that the said Isaac White her late husband and the said Joseph White his father ever entered into an agreement by which said Isaac was to purchase the said tract of land in the bill described take the deed in his own name and convey to the said Joseph White his father the thirty acres in the bill described or that the said Joseph was to have any interest in the said land except a life lease for himself & wife on a part of the said land - -

The said Jane further answering says that the said Isaac White did purchase the one hundred acres in the bill described (of one Caldwell Williamson who resided on an adjoining farm on part of the same tract and not a distance as falsely set up in said bill) and that he said Isaac paid for said land out of his own funds and when the purchase money was fully paid

took a Deed for the same as he had a perfect right to do without any agreement to convey any part to the said Joseph or without any liability to do so that the said Joseph settled upon the southwest corner of said one hundred acre tract built a cabin and clea-red twelve or fourteen acres and resided there until his death by consent of said Isaac and in accordance with an agreement be-tween the said Joseph and Isaac that if the said Joseph would remove from Clark County with his said son Isaac that he said Joseph should have the use and occupancy of a part of the tract on Bakes creek and in lieu described during the Nat-ral lifetime of himself & wife -

Respondent further answering says that the said land never was divided or run off or any particular part set apart to said Joseph during the lifetime of the said Joseph & Isaac that the said Isaac cleared and improved a part of the said thirty acres now unjustly claimed by the complainants, to wit, five acres of Meadow ground and used and occupied it exclusively during his lifetime and by respon-dent since his death, and that said Joseph never pretended to have any claim to any part of said land except the privilege living and occupying a small portion while his life which he did. that the said Isaac had the exclusive possession and controll of the whole one hundred acres (except the small spot im-proved by said Joseph and that he said Isaac always paid the taxes upon the whole

one hundred acres while he lived and by respondent ever since his death and that the thirty acres now illegally and unjustly claimed by by the complainants for said lieff has been run off by the administrators of said Isaac since the death of the said Joseph & Isaac and for what purpose they know not and without any notice to respondent, and so run by metes & bounds as to include the five acres improved and always occupied by said Isaac -

Respondent further answering says that she positively denies that ever said Isaac in his lifetime offered to convey said thirty acres by deed in fee simple to said Joseph but that he said Isaac frequently during his life offered to execute and deliver to said Joseph a life lease for the part that he had improved but the said Joseph always peremptorily refused to receive any kind of lease or conveyance always saying that if he took a lease for any part it would be transferred in his name and he would have the taxes to pay that the whole belonged to said Isaac and that he might pay the taxes and that he had no fears that he or his sta lady would be turned off by their son during his life or by said Isaac after his death and always in conversation Dan that subject invariably stated that after the death of himself and wife the whole of the land belonged to Isaac White and his heirs and this the complainants well knew and understood and now seeks unjustly and fraudulently and without any colour of equity to rest from the orphan children and heirs of the said Isaac their just and legal rights

Respondent further answering says that she positively denies that the said Joseph ever paid any part of the purchas Money for any part of said land or that any portion of it was ever intended by said Isaac or expected by said Joseph to be conveyed to him said Joseph further than a life Lease as above stated - that said Isaac turned out a horse creature in part payment of the purchase Money for said land and thereby broke up his team and got young Mule from his father the said Joseph to supply the place of the one he so sold as above but denies positively that - that creature was ever intended by either the said Joseph or Isaac to apply as a payment upon said land 30 acres of - as she includes understood but the same has long since been settled for by and amongst between said Isaac and Joseph Respondent also denies that there was any neglect on either the said Joseph or Isaac in not conveying said land as set up in said bill for Money was ever intended or expected to be Made

Respondent further answering says that that said Isaac purchased of and Thomas Barens about three acres of land lying in a corner ~~between~~ between the thirty acre tract claimed by complainants the Marion State Road & Bokes creek in order to have out let from his farm to the creek & Road which piece would have been entirely useless to him without the whole hundred acres being held in one tract respondent also denies that the administrators of said Isaac has obtained an order to sell the whole of the seventy acres to pay debts -

- but that this order is only to sell a small part sufficient to pay a small sum as she is informed.

And respondent submits to the court that the complainants are not entitled to any relief in this court and having fully answered all the material allegations in complainants bill submits the whole matters to the sound discretion of this court and trusts that her rights and the rights of her infant heirs will be protected against those plunderers who unjustly seek to devour the widows house and eat up the orphans substance and therefore prays to be hence dismissed with her costs &c.

Jas R Crawford
Sol. for Defts

The State of Ohio Union County } B
on this 23rd day of October AD 1846
personally appeared the above named Mama Lamwhite and being duly sworn upon her oath says that the several matters and things contained and charged in the foregoing answer as of her own knowledge are true in substance and in fact, and as to the residue from the information of others she verily believes to be true so and further says not

her
Jane X White
mark

Sworn to and subscribed before me on the day & year above written

Abijah Gandy Justice of the peace

Bradford Wood et als
vs
Jane White et als

Chancery
In Union County
Common Pleas

The defendants will take notice that depositions will be taken in this case by the complainants at the office of Abijah Gandy a justice of the Peace in and for the township of Leesburg in the County of Union, Ohio, on the 17th day of July A.D. 1847 between the hours of six A.M. and nine P.M.

Dated July 9th/1847

Bradford Wood et als
By Allison & Curry
their Solts

I acknowledge service of the within notice. July 9th 1847 Jas McEnerney

Solicitor for Defdt

The Defts solicitor excepts to the depositions hereto attached in the case of B. Wood et al vs Jane White et al - on the following grounds to wit

1st No Notice was served upon the adverse parties previous to taking said depositions as required by statute &c

2nd - a Notice served upon the attorney of record in the case to take depositions in term time is not a good Notice within the Meaning of the law as decided by rule of court &c

3d - the depositions taken in this case was taken during the session of the supreme court in Delaware where the counsel for the Defts resides and in which court he was engaged on that day which fact was stated to the counsel for complt when served the Notice at the time of the service and a request that he would change the day - and only accepted the Notice on the understanding that no rights should be waived &c or any advantage taken &c

4th It is important that the Defts counsel should have an opportunity to cross examine some of those witness in order to explain their testimony and not be compelled to make them his own witnesses according to the particular standing and relation in which they stand to the case &c &c

all which is respectfully submitted &c

August 4th 1847 By J. A. Crawford
solicitor for Defts

Depositions of witnesses taken in a cause pending in the Court of Common Pleas, of Union County, Ohio, wherein Bradford Wood et als are complainants, and Jane White and others are defendants, and for said Complainants, in pursuance of the notice hereto attached, and at the time and place therein mentioned.

Present C M B Allison Solicitor for Complainants. &

Samuel A. Martin of the County of Union, of lawful age, being first duly sworn, by me, as hereafter certified, deposes as follows.

Question. Do you know any thing about a contract for 30 acres of land in Survey No 3694 between Isaac White decd. and his father Joseph White decd. If so, what was the contract. Did Joseph White take possession of said premises? If so. When.

Answer – I dont know any thing about any contract between Isaac White & Joseph White the Sa. Martin states that Shortly after Isaac White purchased the one hundred acres of land from Caldwell Williamson in Survey No. 3694 Isaac and his father Joseph White moved on to it Joseph takeing possession of the West side of said hundred acres of land and lived on it untill his death some two years ago Isaac occupying the East side of said hundred acres of land at the time said Isaac bought the said hundred acres of land of Williamson the said Williamson lived on said survey No. 3694 in union County.

Question. Do you know any thing about Isaac getting a mare from his father? If so. the price: was she a good animal? How much per acre did Isaac pay for the land?

Answer
Isaac had a mare that he got from his Father at seventy five dollars as I understood but how I got the understanding I dont recollect Isaac offered me the sd mare for Williamson at seventy five dollars towards payment for the sd hundred acres of land the sd Isaac paid two dollars & a half per acre for the sa land.
at the time the sd Isaac made the purchase of the said land he resided at a distance supposed in Clerk County but where the deponent saith not

Saml A Murlier

Also at the same time and place came Theodore Munson of Miami County of lawful age, being first duly sworn by me as hereafter certified. deposes as follows.
Question? do you know any thing about any contract between Isaac White decd and his father Joseph. for any part of the land in Survey No 3694-? If so state all you know about it.
Answer. he says that about 18 or 20 years or more ago that Isaac and Joseph White were residing in Clerk County Ohio that after Isaac purchased the sd hundred acres of land from the sd Williamson I heard Isaac tell his Father Joseph that if he Joseph would let him have his ~~Mare~~ Bill Mare that he Isaac would let Williamson have the mare that he Isaac then owned which he did do as I verily beleive and he Isaac took possessio of the said Bill Mare I understood from them the sd Isaac and Joseph White that the sd Joseph ~~that~~ the sd Isaac have the sd Bill Mare on some sort of a contract concerning the land that the sd Isaac bought of the said Williamson at that time I resided with the sd Joseph and continued to live with him untill about eight years ago he says that he does not recollect that he ever heard Isaac say any thing about the quantity of land but Joseph claimed thirty Acres of the sa land

I also heard a short time before I left the sd Joseph the sd Isaac say to his father the sd Joseph, well I am ready to make you a deed if you want one ~~at any time for~~ and I supposed it to be for the sd thirty acres of land that the sd Joseph claimed —
In conversation between Isaac and his father concerning some clearing where part of the sd claring would be on this sd thirty acres where the six acres of Meadow now is I heard the sd Joseph tell the sd Isaac that he thought he had better not to do it it might create difficulty hereafter or to that amount

Theodore H. Monson.

Also at the same time and place. Robert Maskill of Union Co. of lawful age being first duly sworn by me as hereafter certified deposes as follows.
Question. Did you ever hear Isaac White decd. in his life time say any thing about the ownership of the land upon which his father resided at the time of his death.
Answer sometime about the winter of 1824&27 I heard Isaac White say in Clerk County that he & his Father had bought some land or was going to buy some on bokes creeck and that they was agoing to move out there I think they were at that time a fixing to move a short time after I moved to bokes creeck myself some twelve or fourteen years ago I was in conversation with the said Isaac White ~~he~~ told me that he had got his deed for his land & that he was ready to make his Father a deed at any time I understood from Isaac's conversation that his Father was entitled to thirty acres of said land

Robert his X mark Maskill

Also at the same time and place William M'Callister of the same place of lawful age being first duly sworn by me as hereafter certified deposes as follows.

Question. Did you ever hear defendant Jane White widow of Isaac White decd. say any thing about her husband receiving pay for the 30 acres of land from his father Joseph?. If so. what did she say?

Answer Sometime last February I heard the said Jane White say in a conversation with her that Joseph White had paid her husband Isaac White for said 30 acres of land the Bill Mare at sixty dollars & six small hogs that would not weigh over one hundred & fifty a piece she supposed that the whole payment would not amount to more than seventy or seventy five dollars

William McAllister

Also at the same time and place James I Wells of the same place of lawful age being first duly sworn as hereafter certified, deposes as follows,

Question. Did you ever hear the defendant Jane White say any thing about Joseph White paying his son Isaac for said 30 acres of land testified to by the other witnesses? If so what?

Answer sometime before the commencement of this suit I heard the said Jane White say that Joseph White had paid her husband Isaac White for said 30 acres of land one Mare at either sixty or sixty five dollars and some pork that with the mare about paid up for the land——

Sometime last June in conversation with the said Jane White she told me that she never had denied the payment of the Mare & the pork on the said 30 acres of land ~~that~~

Fee bill for these depositions

witness fees Samuel A. Martin	$00, 50
Theodore W. Manson	00, 50
Wm. McAllister	00, 50
Robert Maskill	00, 50
James I. Wells	00, 25
Justices fees	1, 50
	$3, 75

Abijah Gandy J. P.

Question. Did you ever hear defendant Jane White widow of Isaac White decd. say any thing about her husband receiving pay for the 30 acres of land from his father Joseph?. If so. what did she say?

Answer Sometime last February I heard the said Jane White say in a conversation with her that Joseph White had paid her husband Isaac White for said 30 acres of land the Bill Mare at sixty dollars & six small hogs that would not weigh over one hundred & fifty a piece she supposed that the whole payment would not amount to more than seventy or seventy five dollars

William McAllister

Also at the same time and place. James T Wells of the same place of lawful age being first duly sworn as hereafter certified. deposes as follows,

Question. Did you ever hear the defendant Jane White say any thing about Joseph White paying his son Isaac for said 30 acres of land testified to by the other witnesses? If so what?

Answer sometime before the commencement of this suit I heard the said Jane White say that Joseph White had paid her husband Isaac White for said 30 acres of land one Mare at either sixty or sixty five dollars and some pork that with the mare about paid up for the land — sometime last June in conversation with the said Jane White she told me that she never had denied the payment of the Mare & the pork on the said 30 acres of land ~~that she~~ I told her if I wasnt mistaken she had denied it in her answer filed in this suit & she said it was only paid as a life lease,

James T. Wells

I, Abijah Gandy a Justice of the peace in and for the township of Leesburg, County of Union, Ohio, do hereby certify that Samuel S Martin, Theodore Munson, Robert Mashill, William McAllister, & James T Wells, were by me first sworn to testify the truth, the whole truth, and nothing but the truth; and that the depositions by them subscribed, were reduced to writing by me, and taken at the time and place in the enclosed notice specified.

July 17th 1847

Abijah Gandy Justice of the peace

Bradford Wood et Als
vs
Isaac White et Als

In Chancery

The Deed to
Isaac White dated May 1826 —
for the 100 - acres part of which is
in controversy — in the above suit —

Bradford

The state of Ohio.
Union County ss } Personally appeared before me the undersigned a justice of the peace in and for said County George Cary who being by me duly sworn deposes and says that he did on this the 17th day of July A.D. 1847 personally serve a true copy of the within notice by leaving it at the residence of the defendants. and stating the contents to the defendant Jane White. George W. Cary

Sworn to and subscribed this 17th day of July A.D. 1847. before me

Abijah Gandy Justice of the peace

Bradford Wood et als
vs
Jane White, Benjamin White et als

Chancery
In Union County
Common Pleas.

The defendants will take notice that depositions will be taken in this case by the complainants at the residence of Mrs Sarah White in Harmony Township Clark County Ohio, on the 20th day of July A.D. 1847 between the hours of six A.M. and nine P.M. before some competent authority.

Dated July 17th 1847

Bradford Wood et als
By Allison & Curry Their Solts

Clerk's Court Common Pleas Union County

Bradford Wood et als
vs
James White et als } Deposition

Filed Sept. 24 1847
John Cooper Clerk
Sept. 25-47 opened
at the request of
Com. Plaintiff
C. P. Kurtz
John Cooper Clerk

Sealed & addressed by me

Jos. Newlove J.P.

Depositions of witnesses taken in a cause pending in the Court of Common Pleas of Union County Ohio wherein Bradford Wood et als are complainants, and Jane White Benjamin White et als are defendants and for said complainants, in pursuance of the notice hereto attached, and at the time and place therein mentioned Present Bradford Woods one of the complainants

Sarah White of the County of Clark of lawfull age, being first duly sworn, by me as hereafter certified deposes as follows,

Question 1 Do you know any thing about a contract for land lying in Union County Ohio between Joseph White Decd and his son Isaac White Decd, If so state all you know about it

Answer I know that there was a contract made between Joseph and Isaac White for the purchase of a tract of land lying in Union County Ohio on the waters of Boggs Creek - this was sometime in the year of 1825 or early part of 1826 that they agreed to pay for it together - that Isaac was to take the deed in his own name, and to make a deed to Joseph White for thirty acres, that Joseph White let Isaac White have a large bay mare named Bill and some pork for his share I do not recollect the price or amount - but heard them say that

The Mare & pork paid Joseph White part and some four or five dollars over, I have heard Isaac White say that he was ready at any time to make a deed to Joseph White for the thirty acres agreed on between them, They moved on to the tract in the year 1826 I was at both their houses in that year and was shown the line between them, and sheared peach trees each had planted along it, said thirty acres is the that same was occupied by Joseph White at his death

her
Sarah X White
mark

I Joseph Newlove a Justice of the peace in and for the township of Harmony in the County of Clark Ohio do hereby certify that the above named Sarah White was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition by her subcribed, was reduced to writing by me, and was taken at the time and place specified in the inclosed notice

In testimony whereof I have hereunto set my hand this 24th day of Septr A.D. 1847

Joseph Newlove J.P.

Bradford Wood et al
vs
Jane White et al

Union County
Common Pleas
In Chancery

The complainants will take Notice that the Defendants will take depositions in this case on Thursday the 9th day of September Inst between the hours of 9 o'clock A M and 9 o'clock P M of said day at the office of Abijah Landers Esq in the Township of Jerusalem Union County Ohio, before competent authority

Sept 8th 1847 —

Jas W Tomlinson
Solicitor for Defts

The State of Ohio Union County ss –
Personally appeared before Me the signer a Justice of the Peace within & for said County James W. Crawford and Made oath in due form of law that he served a copy of the within Notice upon Bradford Wood one of the complainants on the 8th day of Sept Inst – 1847

Jas W Crawford

Sworn to and subscribed before Me this 9th day of Sept 1847

Abijah Gandy Justice of the Peace

Depositions taken in a suit in chancery pending in the court of Common Pleas within and for the county of Union and state of Ohio wherein Bradford Wood and others are Plaintiffs (or complainants) and Jane White and others are defendants and taken at the time and place mentioned in the enclosed Notice, Bradford Wood ~~and~~ and Hiram Franklin two of the complainants and James W Crawford solicitor for the Deft being present, said depositions being taken for the Defendants the following persons being by me first duly sworn to testify the truth the whole truth and nothing but the truth as hereinafter entered &c

Julias A Bell of lawfull age being first duly sworn deposes and says in answer to questions by Deft's solicitor - that some time before Isaac Whites death he was at Isaac Whites and his father Joseph White was also there & Isaac told his father that he was ready to make him a deed for his land at any time the old man said that he would not have any deed that he Isaac wanted to make him pay the tax was the reason he wanted to make him the deed the said witness also testifies that after the death of Isaac White and shortly before the old man Joseph White died he the said Joseph White called on him to ~~take~~ remember that after his death that all that is called his in doors and all out of doors was to belong to his Widow and at her death all in doors and all out of doors except the land was to belong to Jane & the land was to go to Isaac Whites heirs

Julias A Bell

Also Julia Bell of lawfull age being first duly sworn deposeth and saith that she was present at the same time refered to above by her husband and heard Isaac White tell his father Joseph White that he was ready to make him a deed for his land at any time the ~~old~~ old man said that he would not have any

any deed that he Isaac wanted to make him pay the tax was the reason that he wanted to make him the deed and said you know that the land is to be yours after the death of me and the old lady the witness also testifies that she was present when the old man Joseph White called on her husband to remember that after his death that all that was called his in doors and all out of doors was to belong to his Widow and after her death all in doors and all out of doors except the land was to belong to Jane and the land was to go to Isaac Whites heirs this said conversation ~~took~~ was all said in presence of Nancy Franklin Fanny Wallingford and Jane White julia Bell

Also Henry Goodrich of Lafayette age being first duly sworn deposeth and saith that that about one year before Isaac Whites death that he the deponent was at the house of Joseph Whites and Isaac White came there and said unto his father that life is uncertain you may out live me or I may out live you and that I am ready to make you a deed at any time then the old man said Isaac I know what you want you want me to pay the tax and I shant do it because you know at my death and at your Mothers death ~~death~~ that the land belongs unto you the witness says he heard about the same conversation at two different times Henry Goodrich

Also Clement Rees of Lafayette age being first duly sworn deposeth and saith that some time after the death of Joseph White he the said deponent was at the Widow Nancy Whites and in conversation he heard Jane White one of the complainants say that at the death of her Mother the land was to go back to the Widow Jane White and her heirs and she had nothing but what moveable property there was Clement Rees

Also Polly Reed of lawfull age being first duly sworn deposeth and saith that she was present at the same time refered to by her husband and heard Jane White one of the complainents say at the death of her Mother the land was to go back unto the Widow Jane White and her heirs and that she had nothing but what moveable ~~the~~ property there was the said witness also states that in conversation with Sarah Eubanks one of the complainents she told her that she knew the land belonged unto Isaac and that the rest of them had no right unto it but she thought that one heir was as near as another

her
Polly X Reed
mark

Also Robert Cathell of lawfull age being first duly sworn deposeth and ~~saith~~ that he was at work for Joseph White and he ask'd the old man how much land have you here the witness states that the old Man told him but his memory does not serve him at this time to tell the quantity but this peice that he lived on belonged to him his life time but at his death it belonged unto Isaac Robert Cathell

Julius A. Bell the first witness by cross examination by complainent deposeth and saith ~~in a~~ he the deponent in after conversation from the first refered deposition with the said Joseph White that he ~~told~~ told him that he thought he had not done right by aunt Jane that after his wife's death that Jane ought to have the use of the land as long as she should have need of it and in further conversation with Joseph White he said that he had payed Isaac for the land but never had any deed for the ~~said~~ land and Isaac always paid the taxes that he never had paid any tax and that he always intended for Isaac to have the land after he was done with it Julius A Bell

Henry Goodrich on cross examination by complaint and deposeth and saith that in the conversation refered to in the body of his deposition that Isaac told his Father that life was uncertain and that he ought to have some kind of a writing to show that he ~~Joseph White~~ and his Mother was to have it their life time Henry Goodrich

Also Theodore W. Monson of lawfull age being first duly sworn deposeth and ~~saith upon~~ he always had lived in Joseph Whites family from the time that he was 4 years old untill he was 21 years old and from his understanding by the conversation between the old man and Isaac that after the death of the said Joseph White and his wife that the land was to belong unto Isaac Theodore W. Monson

Levi Spencer of lawfull age also being first duly sworn deposeth and saith that he heard Isaac White in conversation with Joseph White tell him that he was ready to make him a deed for the land during the life time of himself and his Mother but the old man said that he would not have it for he would have the taxes then to pay and that after their death the land was to back unto Isaac any how the witness also states that Joseph White told him that he give Isaac the bill mare for the privilege of living on the ~~land~~ land during his life time and his wifes the witness also further states that shortly before the old man died he went there and heard a conversation between the old man Joseph White and his wife and in the presence of aunt Jane White one of the complainants the following conversation between Joseph White & his wife Mrs. White was urgeing the old man to have some sort of a writing so to show so that Jane should have a home

Union Com. Pleas

Bradford Wood, et al.

vs

Jane White, Benjamin White et al

Filed July 2nd 1847
John Cafoit, Clerk

Depositions of witnesses taken in a cause pending in the Court of Common Pleas, of Union County, Ohio, wherein Bradford Wood et als are complainants, and Jane White, Benjamin White et als are defendants, and for said Complainants, in pursuance of the notice hereto attached, and at the time and place therein mentioned

Present Arad Franklin one of the complainants.

Sarah White of the County of Clark, of lawful age, being first duly sworn, by me as hereafter certified deposes as follows.

Question - Do you know any thing about a contract for land lying in Union County Ohio, between Joseph White decd and his son Isaac White decd, If so state all you know about it.

Answer I know that in the latter part of the year of 1825 or early part of 1826 that Joseph & Isaac White purchased a tract of land lying in Union County Ohio on Boggs creek containing one hundred acres that they were to pay for it together and for Isaac to take a deed for the whole tract in his name and then to make a deed to Joseph White for thirty acres of said tract, that they moved on to it in the year 1826 I have been at both their houses, first in the fall of 1826 and several times since. Was showed peach trees planted on the line between the tracts of Joseph and Isaac White.

Question. Have you a knowledge of any payments made by Joseph White on said land

Answer. I know that Joseph White let Isaac White have a Large bay Mare named Bill at what price I do not recollect; and some pork, I recollect that the Mare & pork paid Joseph White share of the purchase and some four or five dollars more and have heard Isaac say that he was ready at any

Over

Time to make a Deed to Joseph White for the thirty acres occupied by said Joseph

her
Sarah X White
mark

I Joseph Newlove a Justice of the peace in and for the township of Harmony in the County of Clark Ohio, do hereby certify that the above named Sarah White was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth, and that the foregoing deposition by her subscribed, was reduced to writing by me, and was taken at the time and place specified in the inclosed notice.
In testimony whereof I have hereunto set my hand this 20th day of July A.D. 1847

Joseph Newlove J.P.

The Defts counsell comes and excepts to the foregoing deposition on account of interest of the deponent as heir at law of Joseph White to wit she the deponent is the widow of Benjamin White son and heir at law to Joseph White and is entitled to dower to one third part of her husbands interest and and encumbered of title & see statute Page 296 page section 1 relating to dower &c

August 4th 1847

D. A. W. Crawford
Solicitor for Defts

Sarah White
To } Release
Bradford Wood & others
Heirs of Joseph White decd

Know all men by these presents, that I, Sarah White, of the County of Clark and State of Ohio, in consideration of the sum of one dollar in hand, paid by Bradford Wood and the other heirs of Joseph White deceased, late of the County of Union, and State aforesaid, do hereby remise, release, and forever quit claim, unto the said Bradford Wood and the other heirs of the said Joseph White deceased, and to their heirs and assigns forever, all my right of dower, title, interest, and estate, legal and equitable, in the following premises, with the appurtenances, to wit, situate in the County of Union, Ohio, being part of survey No. 3694 in the Virginia Military Survey, on the waters of Bokes Creek, beginning at the N. W. corner of Mrs Jones land in the centre of said creek in the westerly line of the said survey - thence N. 5 ~~E.~~ E. 236 poles to a large Burr oak - thence N. 83. E. with the original line 20½ poles ~~to a stake to two~~ to a small ~~in a hollow~~ beech; - ~~thence up the creek 20½ poles to the beginning~~ ~~centre~~ - thence S. 5 E. 236 poles to the middle of Bokes Creek - thence 20½ poles with the middle of said creek up to the place of begining, containing thirty acres, and being the same land upon which the said Joseph White resided at the time of his decease.

In testimony whereof, I have hereunto set my hand and seal this 23rd day of September, A.D. 1847

Executed in presence of
Joseph Newlove
Ann B. Newlove

Sarah her X mark White (Seal)

The State of Ohio, Union County ss

Before me Joseph Newlove a justice of the peace in and for said County, personally appeared the above named Sarah White, and acknowledged the signing and sealing of the above conveyance to be her voluntary act and deed; this 23rd day of September A.D. 1847

Joseph Newlove J.P.

Depositions in
case of B. Woodbridge
vs
Lane & White et al

Filed Oct 5th 1849
John Cassels Clk

Received at the request of Deft Lane
Oct. 4th 1849
John Cassels Clk

In the Clerk's Court of
Common Pleas
Huron Co
Ohio

Taken upon and authenticated by me
in my presence Abijah Gandy Justice of the Peace

Union Court of Common Pleas
Term 1847

Bradford Wood et. als
vs
Sam'l White et. als

} In Chancery

The complainants will take Notice that the Defts will take Depositions in this case on Monday the 4th day of October Inst between the hours of ten o'clock A.M. and two o'clock P.M. of said day at the office of Elijah Gandy Esq in Dublin Township Union Co. Ohio before competent authority

October 2 - 1847

Jas W Crawford
Solicitor for Defts

Depositions taken in a case pending in Chancery in the Court of Common Pleas in and for the County of Union and State of Ohio wherein Bradford and others are plaintiffs or complainants and Jane White and others are defendants and taken by the Defts and at the time and place in the enclosed Notice mentioned present James W. Crawford Atty for Defts and Chas Franklin and of the complainants James Oglesby of lawfull age being by me first duly sworn to speak the truth the whole truth and nothing but the truth as herein after certified deposeth and saith

That he was working for the said Joseph White about 15 or 16 years ago and he says ~~that the~~ said Joseph White that he had a good farm here the old man Joseph replied that he had as long as he lived but at his death it was Isaac's the above lan refered land is the 30 acres of land now in controversy on cross examination the witness says that he heard Isaac White say that Joseph White had bought the land of him and paid him a mare towards it

James his mark Oglesbey

I Abijah Gandy a Justice of the Peace within and for the Township of Liberty Union County Ohio do hereby certify that the above deposition subscribed by James Oglesby was taken at the time and place in the enclosed Notice mentioned and the said Witness was by me first duly sworn to testify the truth the whole truth and nothing but the truth

and that the said deposition was
reduced to writing by me and subscri-
bed in my presence
Given under my hand this 4th day
of October AD 1847

Abijah Gandy Justice of the peace

Justice fees $ 50
Constables do .. 75
Witness fees — .. 50
$1,75

Constables fees for
serving notice — .. 15
$1,90

Bradford Wood et als
vs } Depositions
Jane White et als

Filed July 19th 1847
John Capell Clerk

Clerk of Union County
Common Pleas.
Marysville
Ohio

Opened at request
of pltffs Counsel
John Capell Clerk

Depositions
Taken by me.
Affidavit Family &c

In Chancery from Ala

Bradford Wood et al

vs

Lane White et al

In Chancery

Replication

Allison & Curry

Bradford Wood et als
vs
Jane White, Benjamin White et als

In Chancery.

And the said complainants come and say that the matters and things set forth in their ~~answer~~ 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 Jane White contrary thereto, are untrue; and this they are ready to make appear, as by this Court shall be directed.

By Allison & Curry their Solts

Depositions in the
case of Bradford
Wood & others
vs
Jane White & others

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

Filed Sept 23rd 1847
John Cassie Clerk
Sept. 25th 1847 opened
at the request of com-
plainants Attorney
John Cassil Clerk

Taken & sworn to before me
Abijah Gandy J.P.

then the old man spoke and said Nancy you need not make yourself uneasy there is a home provided for you your lifetime and that was all that he intended to do the witness on cross examination by one of the complainants states that it is his impression that the reason why Joseph White gave Isaac the bill mare was because he had done more for his Son Benjamin than he had done for Isaac ~~rear~~ reexamination by the defendants council the witness states that Allen G Junks and himself cleared the five acres of meadow part of which is on the thirty acres that is in dispute that Joseph White advised Isaac not to clear out unto the Marysville road because it was on the Pharris survey and it might cause trouble some time the witness also states that Isaac White bought a small strip of land between the thirty acres of land and the bridge across Bokes creek on the Marysville road so that he could have a road out from his place out unto the Marysville road Lew Spencer

Also Thomas Foreman of lawfull age being first duly sworn deposeth and saith that he is acquainted with Sarah White of Clark County that she is the widow of Benjamin White deceased and the said Benjamin White was a son of Joseph White deceased and that Joseph White died something near a year before Benjamin White died Thomas Foreman

Also Mississippi Foreman of lawfull age being first duly sworn deposeth and ~~saith that~~ that she was at Joseph Whites about ~~their~~ the time that their fruit trees begun to bear and she asked the old man Joseph White why he did not set out an orchard as well as Isaac the old man replied that he had no land to set out an orchard on that the land belonged ~~unto Isaac and when~~ unto them their life time

and when they was done with it it belonged unto Isaac and he would not want two orchards the old lady spoke and said that as long as Isaac had any he would divide with them the deponent further states that she has heard the said Joseph White repeat the same statement about the land frequently

her
Missippi + Foreman
mark

The State of Union County }ss
I Abijah Gandy Justice of the peace within and for the Township of Leesburg Union County Ohio do hereby certify that said Julias A Bell Julia Bell Henry Goodrich J. W Monson Clement S. Rice Polly Rice Thomas Foreman Missippi Foreman Robert Cattell & Levi Spencer who subscribed the foregoing deposition were severally by me first duly sworn to testify the truth the whole truth and nothing but the truth and that said depositions were reduced to writing by me and signed by said witnesses in my presence and taken at the time and place in the enclosed notice mentioned

Given under my hand and seal this 9th day of September AD 1847

Abijah Gandy Seal

Justice fees — — — $2.50
Cancellation fees — 1.62½
Witness fees — 50 cts each 5.00

Abijah Gandy J.P.

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

Bradford Wood et als
vs
Lane White, Benjamin White et als.

Deposition
of
Sarah White

Sealed up and addressed by me
Joseph Neyslove

Depos. of Sarah White
Claimant Counsel
July 22d 1847
John Caspil, Clerk

No. 46-CH-33

Union Common Pleas Court.

Trustees Theological Seminary P.E.C.

Plaintiff,

AGAINST

Geo A Gaynes et al

Defendant.

NOV TERM, 1853

Decree for Deft.

Journal 6 & 5 Page 229 232 232

Record No. 6 Page 6 23

Ex. Doc. 4 Page 5

Union Common Pleas

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio
vs.
George N. Grymes et als

Amended Bill in Chy:

Filed Oct 1st 1847
John Cassil Cl

No 1

Allison & Cleary
Solrs.

In Union Common Pleas.

The Trustees of the Theological Seminary of the Protestant Episcopal Church, in the Diocese of Ohio,
vs.
George N. Grymes, et als.

Bill in Chancery.

Filed Oct. 10th 1846
John Cassil Cl

No 1

Allison & Cleary
Solicitors
Copy wanted by judge Swan

Copy made for R S Broome
Nov 24, 1846 fees $2.43.
Copy made for Judge Swan 2.43

To the Honorable Court of Common Pleas of Union County Ohio, in Chancery Sitting.

The Trustees of the Theological Seminary of the Protestant Episcopal Church, in the Diocese of Ohio, represent that on the 13th day of February 1813 there issued to the Heirs of the late Captain Benjamin Grymes of Virginia, namely to William F. Grymes, Benjamin Grymes, George N. Grymes, Martha C. Grymes, and to Abraham B. Hoore and William F. Hoore Children of Lucy F. Hoore, before that time deceased, three several patents for lands lying in this County, from the United States; That said lands are as follows: Survey No. 4404 containing by the estimated statement of the patent 1333⅓ acres, — Survey No. 4405 containing by the estimated statement of the patent 1333⅓ acres, — and Survey No. 4404 containing by the estimated statement of the patent 1333⅓ acres; That One Thousand acres of said lands was after the issuing of said patents decreed by this Court to belong to the locator of said lands, in pursuance of a Contract to that effect, originally made between the said Captain Benjamin Grymes in his life time and said locator; That by reason of a surplus existing in said Surveys, there remains, by a actual survey, 1985½ acres in No. 4404, and 1384 acres in No. 4405, after the allowance of the aforesaid 1000 acres to said locator; That William F. Grymes one of the aforesaid patentees is now deceased, leaving as his heirs, entitled to his share of said lands, Virginia his daughter (intermarried with Henry T. Washington), William Fitzhugh Grymes, and Thomas J. Grymes, the last named of whom is a minor; — That Benjamin Grymes, one of the aforesaid patentees is now deceased, leaving as his heirs, succeeding to his share of said lands, Louisa his daughter (intermarried with Edgar Snowdon), Jane his daughter (intermarried with R. K. Meade), Washington L. C. Grymes, and Eleanor Grymes (intermar-

=ried with Hugh McTenant); said Eleanor has since deceased, leaving to survive her ~~the~~ said Hugh M. Tenant her husband, who is entitled to a life estate by the Curtesy in her share of said lands, and leaving also as her heirs, entitled to her share of said lands, her two children George W. Tenant and Hugh McTenant, who are Minors; — That William F. Hoore one of the aforesaid patentees is now deceased leaving as his heir, and successor to his right in said lands, his brother Abraham B. Hoore; That said Abraham B. Hoore and Wife did, on the 30th day of October 1844, convey in fee simple all their right and title in said lands to your Orators, who by virtue thereof became ~~sing~~ seized in fee simple of one undivided fifth part of said lands; — That Martha C. Grymes, one of said patentees subsequently to the issuing of said patents intermarried with John C. Stu=art who is now deceased; That the said Martha C. Stuart (formerly Grymes) did, on the 9th day of April 1845, convey in fee simple all her right and title in said lands to your Orators, who by virtue thereof became seized in fee simple of one undivided fifth part of said lands.

Your Orators further show that One Lawrence Ashton in the year 1832 claimed title to the one third part of said lands, and for several years thereafter assumed the control of said lands, and sold and conveyed away, by metes and bounds, a much greater quantity than the one third ~~part~~ part thereof, although he never had any legal title thereto, and never had any portion thereof in any way set off or assigned to him; — That the following named persons, to wit: James A. McLain James H. Hornbeck, Mordecai Baughn, William Gladhill,

John Hamilton, Samuel P. G. Brown, Winthrop Chandler, George Hornbeck
Alexander Pollock, Levi Phelps, Holdridge
Chidister, William M. Baughn, Adam Brake,
George McAlfish, and Llewellyn M. Gwynne
Claim to hold portions of said lands by purchase
from said Ashton or from his Attorney in fact
Robson L. Broomm; That Robson L. Broomm
Claims to hold a portion of said lands by pur=
=chase from some of the heirs of the late Captain
Benjamin Grymes; That John Cassil Claims
to hold a portion of said lands by purchase
from Bill Welch who claims to hold the same
by purchase from R. K. Meade, but your
Orators are not advised as to the precise nat=
=ure or extent of the Claims of the aforesaid
Claimants; and your Orators expressly here aver
that no partition of any kind has ever been made
to any of the vendors of any portion of said lands,
except the locators than aforesaid, and that no
right ever existed on the part of such vendors
to convey any portions of said lands specifically
by metes and bounds.

Your Orators therefore prays that
the said George N. Grymes, Henry T. Washington,
Virginia Washington, William Fitzhugh Grymes,
Thomas L. Grymes, Washington L. C. Grymes, R.
K. Meade, Lane Meade, Hugh M. Tenant, George
W. Tenant, and Hugh M. Tenant, who reside in
King George County Virginia, Edgar Snowdon
and Louisa Snowdon, who reside in the District
of Columbia, Lawrence Ashton, who resides in
Carroll County Kentucky, James A. McLain who re=
=sides in Champaign County Ohio, Holdridge Chid
=ister who resides in Clark County Ohio, Llewellyn
M. Gwynne who resides in Hamilton County Ohio,

James H. Hornbeck, Mordecai Baughn, William Gladhill, Alexander Pollock, Levi Phelps, William Mc. Baughn, Adam Brake, George McIlfish, John Hamilton and William Hamilton, William Welch, Minister of Pleasant and George Hornbeck, John Cagel and Robson L. Broome of Union County Ohio may be made defendants to this bill, and may be required and compelled under oath to answer all and singular the allegations thereof as fully and particularly as if they were in that behalf separately and specifically interrogated, and especially that those of the said defendants who claim any interest or title in any portion of said lands may distinctly set out the nature and extent of such claim, and how and from whom derived, and the consideration therefor; — That a guardian ad litem may be appointed for said Minor defendants; That the writ of subpoena may issue for such of the said defendants as are within the Jurisdiction of the Court; That an order may be granted for publication of notice of the pendency of this suit, to such of the said defendants as are non residents of this State; That this Case may be referred to a Master to ascertain and report the condition of the title to said lands, the nature and degree of validity of the various claims to portions thereof, and the amounts of the respective shares according to each of the parties in interest; and that on the final hearing of this Case partition of said lands may be decreed, or that if the same ~~will~~ cannot be divided without injury the same may be sold according to the Course of this Court in Chancery proceedings, and the proceeds thereof divided equitably; and that such other and further relief may be

extended to your Orators as the nature of the case may require.

By Allison & Curry
Sol's. for Complainants.

The Clerk will issue Subpoena for Llewellyn M. Guymon to the Sheriff of Hamilton County; for James A. McLain to the Sheriff of Champaign County; for Holdridge Chidister to the Sheriff of Clark County; and for Alexander Pollock, Levi Phelps, William M. Baughn, Adam Brake, George McIlfish, John Cassil, and Robson L. Broome to the Sheriff of Union County.

Allison & Curry
Sol's. for Complainants.

To the Clerk of Union Com. pleas.

Issue Subpoena for James H Hornbuck, Mordecai Baughn, & William Gladhill to the Sheriff of Union County.

Allison & Curry
Sol's. for petitioner.

To the Clerk of Union Common Pleas.

Dated Sept. 28th 1847.

Theological Seminary
18 } Proof Publication
Geo W Grimes Et al

Proof Publication

4

Filed May 4, 1867
John Cogbill Clerk

State of Ohio
Union County ss
The Trustees of Theological Seminary of the Protestant Episcopal in the Diocese of Ohio
vs
George N Grimes et al

In Chancery partition

Personally appeared in open Court P. B. Cole Publisher of the Argus a news paper published and in general circulation in said County and made solemn oath that the notice hereto attached was published in said paper for first consecutive weeks commencing on the 14th Feb 1847

P. B. Cole

Sworn to and subscribed in open Court this 4th day of May 1847

John Cassil Clerk

In Union Common Pleas.

THE TRUSTEES OF THE THEOLOGICAL SEMINARY OF THE PROTESTANT EPISCOPAL CHURCH, IN THE DIOCESE OF OHIO,

vs.

GEORGE N. GRYMES, et als.

IN CHANCERY.

George N. Grymes, Henry T. Washington, Virginia Washington, William Fitzhugh Grymes, Thomas J. Grymes, R.K. Meade, Jane Meade, Washington L. C. Grymes, Hugh M. Tenant, George W. Tenant, and Hugh M. Tenant, who reside in King George co., Virginia, Edgar Knowdon, and Louisa Knowdon, who reside in the District of Columbia, and Lawrence Ashton, who resides in Carroll co., Kentucky, are notified that a Bill in chancery was filed against them and others, in the court of common pleas of Union co, Ohio, on the 10th day of October, 1846, by the Trustees of the Theological Seminary of the Protestant Episcopal church in the Diocese of Ohio, as follows:—That the heirs of the late Capt. Benjamin Grymes became entitled by patent from the United States to certain lands in said Bill described, situate in Union co., Ohio, being Virginia Military Surveys Nos. 4404, 4405, and 4404 of 1333⅓ acres each, deducting therefrom the locator's portion of 1000 acres. That the persons above named have an interest in said lands as heirs of said Captain Benjamin Grymes: That Abram B. Hooe, by the death of other parties in interest, became entitled to the entire share of one of the patentees of said land and conveyed the same, being one-fifth part, to said complainants: That Martha C. Stuart, (formerly Grymes) one of the Patentees of said land, has conveyed her entire share, being one-fifth part thereof, to said complainants: That said Lawrence Ashton in the year 1832 claimed title to one-third part of said lands, and for several years assumed control of said land, and sold and conveyed away, much more than one-third thereof, although he never had any legal title thereto, nor any partition thereof: That James A. McLain, and various others named in said Bill, claim to hold portions of said lands by purchase from said Ashton or his Attorney in fact Robson L. Broome: That Robson L. Broome claims to hold a portion of said land by purchase from some of the heirs of Capt. Benjamin Grymes aforesaid: That John Cassil claims to hold a portion of said land by purchase from Bill Welch, who purchased from R. K. Meade: That no partition has ever been made of said lands.

The Bill prays that the above named persons and others may be made defendants thereto, and may be compelled to answer the same under oath, setting forth their title: That the case may be referred to a Master to examine and report as to the various claims, title of claimants, &c. And that, on the final hearing, partition may be decreed; or that if said land cannot be divided without injury, the same may be sold according to the course of said court in chancery proceedings, and the proceeds thereof divided equitably, &c.

ALLISON & CURRY,
Sol's for Compl'ts.

Feb. 17, 1847. n40w6

Filed May 29. 1849
D. D. Kirkpatrick clerk

To the Clerk of Union Co. Com. Pleas
Marysville
Union County
Ohio

Depositions in the case of
Kenyon College
vs
The heirs of B Grimes & others
Sealed up & addressed by me Feb. 28. 1849
Saml Smith N. P.

Ans to Surgeon London

Master Commissioner's Sale.

PURSUANT to a decretal order from the court of common pleas in and for the county of Union, and state of Ohio, to me directed, I shall expose to public sale, at the door of the court house in the town of Marysville, in said county, the following parcels of land situate in said county, being parts of survey No 4404, described as follows, to wit: Lot No 1, assigned to and to be sold as the property of the Theological seminary of the Protestant Episcopal church of the Diocese of Ohio, beginning at two beeches and a hickory the original south east corner of said survey; thence N 11 w 223 poles, to a dogwood, ironwood, and ash; thence s 81 25 w 160 poles to a stake and sugar; thence s 11 E 80 poles to a lynn, hickory, and ash; thence s 81 w 312 poles to a stake in the original west line of said survey; thence with said line s 9 E 143 poles to a beech and sugar the original s w corner of said survey; thence N 81 25 E 492 poles to the beginning containing five hundred and twenty acres, appraised at $3 per acre.

Also, lot No 2, to be sold as the property of Thomas J. Grymes, beginning at a stake and stone southwest corner to land of George N. Grymes; thence N 81 E 312 poles to a red oak and white ash s e corner to George W. Tenant; thence s 11 E 68 poles to a lynn, hickory, and ash corner to land of the aforesaid Theological seminary; thence s 81 w 312 poles to a stake in the w original line of said survey; thence with said line 68 poles to the beginning, containing 132 acres, appraised at $3 per acre.

Also, lot No 4, to be sold as the property of George W. Tenant, beginning at a beech N E corner to George N. Grymes; thence with his line s 9 E 232 poles to two dogwoods and two ironwoods; thence n 81 E 39 poles to a red oak and white ash in the line of land of said Theological seminary; thence n 10 w 232 poles to two black ashes; thence s 81 w 39 poles to the beginning, containing 56 acres, appraised at $3 per acre.

Also, lot No 6, to be sold as the property of Jane Meade, wife of R. K. Meade, and her said husband, beginning at a dogwood, ironwood, and ash, n e corner to land of said Theological seminary and in the original E line of said survey; thence with said line n 11 w 110 poles to a stone; thence s 81 w 160 poles to a stake in the line of George W. Tenant, and s w corner to lot No 5; thence with the line of said Tenant s 10 E 110 poles to a stake and sugar another corner to land of said Theological seminary; thence with their line n 81 E 160 poles to the beginning, containing 110 acres, appraised at $5 per acre.

Also the following tract of land in said survey, to be sold as the property of Winthrop Chandler, beginning at a stake the original n w corner of said survey; thence s 9 e 226½ poles to a stake, n w corner to lot no3 set apart in partition to George N. Grymes; thence with his line n 80 E 53 poles to a stake s w corner to George McIlfish; thence n 9 w 226½ poles to a stake in the original north line of said survey n w corner to Holdridge Chidester; thence s 80 w 53 poles to the beginning, containing 75 acres more or less, appraised at $3 per acre.

Also, the following tract of land in said survey no 4404, to be sold as the property of Holdridge Chidester, beginning at two ashes and a swamp beech, s e corner to Adam Brake; thence s 25 w 82 poles to a stake witness two hickories; thence n 65 w 164 poles to a hickory, red oak, and sugar; thence n 9 w 80 poles to a stake in the original north line of said survey n e corner to Winthrop Chandler; thence with the line of said survey no 4404 n 80 E 134 poles to a stone n w corner to Adam Brake; thence with his line s 33 w 53 poles to a red oak, stake, and stones; thence s 62 E 105 poles to the beginning, containing 102 acres and 31 poles more or less, appraised at $4,50 per acre.

Also, the following parcels of land situate in and being parts of survey no 4405 in said Union county, described as follows, to wit: Lot no 2, to be sold as the property of Hugh M. Tenant, beginning at a beech and sugar the original s w corner of said survey no 4405; thence with the line thereof n 18 w 101 poles to a sugar, stone, and beech; thence n 81 E 80 poles to a stake and stone n w corner to W. L. C. Grymes; thence with his line s 18 5 E 101 poles to a stake, two beeches and a sugar in the original s line of said survey no 4405; thence with said line s 81 w 80 poles to the beginning, containing 50 acres, appraised at $3 per acre.

Also, Lot no 4, to be sold as the property of Henry T. Washington and Virginia his wife, beginning at a lynn and sugar in the north line of said survey no 4405, corner to land of said Theological seminary; thence with their line s 8 35 E 76 poles to a beech; thence with another line of said Theological seminary's land n 81 e 134 poles to a stake in the Marysville and Kenton Road; thence with said road n 17 w 23 poles to a stake and 4 elms; thence n 81 25 E 229 poles to a white ash, beech and hickory in the line of Louisa Snowden; thence with her line n 8 35 w 51 poles to a stone in the north line of said survey no 4405; thence with said line s 81 25 w 358 poles to the place of beginning, containing one hundred and thirty two acres, appraised at $3 per acre.

Also, Lot no 5, to be sold as the property of Wm. F. Grymes, beginning at a stake and four elms in the Marysville and Kenton road, corner to Virginia Washington; thence with her line n 81 25 E229 poles to a whiteash, beech and hickory, in the line of Louisa Snowden; thence with her line s 8 35 E 93 poles to a white ash and 4 beeches in the line of Alexander Pollock; thence with his line s 81 w 218 poles to a stake in said road; thence with said road n 17 w 93 poles to the beginning, containing 138 acres appraised at $3 per acre.

Also, Lot no 6, to be sold as the property of Edgar Snowden and his wife Louisa, beginning at a sugar and beech original n e corner of said survey s no 4405; thence with the line of said survey s 8 35 e 144 poles to three beeches; thence s 81 25 w 144 poles to a white ash and four beeches s e corner to Wm. F. Grymes; thence n 8 35 w 144 poles to a stone in the n line of said survey no 4405 north east corner to said land of Virginia Washington; thence, with the line of said survey no 4405 n 81 25 e 144 poles to the beginning, containing one hundred and thirty acres, appraised at $2,62½ per acre.

Also, a lot of land, part of said survey no 4405, to be sold as the property of S. P. G. Brown, beginning at a stake in the Marysville and Kenton road, corner to land of said Theological seminary; thence s 81 w 153 poles to two sugars and a beech another corner of said land of said Theological seminary; thence s 8 35 E 72 poles to a stake in the line of W. L. C. Grymes and n west corner of John Hamilton; thence with his line n 81E to the Marysville and Kenton road; thence with said road n 17 w 72 poles to the place of beginning, containing 73½ acres more or less, appraised at $3 per acre.

Also, a lot of land, part of said survey no 4405, to be sold as the property of Alexander Pollock, beginning at a stake in the Marysville and Kenton Road s w corner to Wm. F. Grymes; thence with his line n 81 E to the n w corner of James A. McLain; thence with his line s 8 35 E to a stake in the line of Levi Phelps' land; thence with said Phelps' line s 81 w to said Marysville and Kenton Road; thence with said road n 17 w to the beginning, containing 100 acres more or less, appraised at $3 per acre.

Sale to take place between the hours of 10 o'clock, A. M. and 4 o'clk P. m. of the 27th day of *May, A. D.*, 1850. Terms of sale, cash in hand.

S. FINCH,
Special master in Chancery.

April 24, 1850. n32w5p/$21.

LAWS OF OHIO.

Published by Authority.

AN ACT requiring annual settlements by county officers.

SEC. 1. *Be it enacted by the General Assembly of the State of Ohio*, That it is hereby made the duty of the prosecuting attorney of each county in this State, to report to the county commissioners, annually, at their June session, a certified statement of the number of criminal prosecutions pursued to final conviction and sentence, under his official care, in the court of common pleas, during the year next preceding the time of making such statement, naming the party or parties to each, and the amount of fine assessed by the court in each case; and also the number of recognizance forfeited during the same period, and the amount collected in each case.

SEC. 2. That the clerk of the court of common pleas in each county shall report to the county commissioners at their June session, annually, a certified statement of the amount of fines assessed by the court in criminal cases during the year next preceding the time of making such statement, and also the amount of fines collected during the same period, naming the party or parties to each case, together with a statement, of the amount of funds paid by him pursuant to law, into the county treasury, naming the source or sources from whence such funds were derived; and he is also hereby required to pay over to the county treasurer, pursuant to the third section of an act entitled "an act for the disposition of unclaimed costs," passed March 18, 1839, all unclaimed costs in his possession, and include in the statement required as above a statement of the amount of such costs so paid by him into the county treasury.

SEC. 3. That the sheriff of each county shall report to the county commissioners at their June session, annually, a certified statement of all fines and costs in criminal prosecutions, collected by him during the year next preceding the time of making such statement on execution or otherwise, and the amount of fines and costs so collected and paid over by him to the clerk of the court of common pleas, or to the county treasurer.

SEC. 4. That the treasurer of each county shall, at the time of making his annual settlement with the county commissioners, furnish a certified statement of all moneys received by him during the year next preceding the time of making such statement, designating the several sources and the amount from each.

SEC. 5. The county commissioners are directed to examine and compare the several statements rendered as above, and take measures to rectify the same, should any errors or discrepancies be discovered; and after such examination, the county auditor shall record the several statements in a book kept specially for that purpose.

SEC. 6. That if any officer named in the first, third, and fourth sections of this act, shall fail or neglect to perform any of the duties required by this act at the time and in the manner specified, every officer so failing shall be liable to, and pay a fine of not less than fifty, nor more than one hundred dollars, which fine shall be collected by the county commissioners by a suit against the officer so failing, or his sureties, before any justice of the peace within the county, in an action of debt in the name of the county, and upon the judgment rendered in the case, no stay of execution shall be allowed.

SEC. 7. Should the clerk of the court of common pleas neglect to pay over to the county treasurer the moneys required by the second section of this act, and also all unclaimed costs in his possession, as required by the third section of the act of March 18, 1839, he or his sureties shall be liable to, and shall pay a fine of not less than three nor more than five hundred dollars, which shall be collected by the county commissioners in an action of debt in the name of the county, against such clerk or his sureties, before the court of common pleas.

BENJAMIN F. LEITER,
Speaker of the House of Representatives.
CHARLES C. CONVERS,
Speaker of the Senate.

March 22, 1850.

AN ACT in relation to School District Tax, providing for the annual School district meetings and requiring maps of School districts.

SEC. 1. *Be it enacted by the General Assembly of the State of Ohio*, That it is hereby made the duty of the school district clerk in each school district in this State, to make an estimate of the a-

naming the several counties in which the districts lie; and upon the reception of such certificate each auditor shall immediately forward to the auditors of other counties named in the certificate, an abstract of the amount of taxable property in the portion of the district lying within his county.

SEC. 4. That it shall be the duty of the school directors of the several school districts in this State, to meet on the second Monday in April, annually, at the school house in the several districts, for the purpose of ascertaining the will of the qualified voters in reference to school tax as pointed out in the first section of this act, and it shall be the duty of one of said direbtors to preside over the said meeting.

SEC. 5. That the annual school district meetings provided for in several acts relative to common schools, shall be held hereafter on the second Manday in April, and such business as is required by said acts to be transacted on the third Friday in September annually, shall be transacted on the said second Monday in April, annually; Provided, that if the diredtors of any school district shall neglect or fail to give the requisite notice of such annual meeting in the manner contemplated by the "act for the support and better regulationu of common schools, and to create permanently the office of superintendent," passed March 7, 1838, and the amondatory acts thereto, then it shall be lawful for said directors, by giving such notice, to call such annual district meeting at any subsequent time between the second Monday in April and the third Friday in September following.

SEC. 6 That, nothing contained in this act shall be so construed as to prevent or take from any organized township in this State, the power of voting to raise an additional township school tax in the manndr provided in the twenty-sixth section of the act entitled "an act for the support and better regulation of common schools and to create permanently the office of superintendent,' passed March 7,, 1838, and the amendatory act thereto passed March 16, 1839.

SEC. 7. That whenever any parent or guardian sending any scholar to any district school shall fail or neglect to furnish his or her proportion or quota of fuel as may be ordered by the directors of such school district, for the use of such school, and the same shall have been provided by the directors, or on their order, it shall be the duty of the directors to make out an account in writing under their hands, of the quantity of such fuel so provided as aforetaid,, together with the value thereof, or price paid for the same, and if such aceounts are not voluntarily paid by the person or persons so charged therewith, the treasurer of such district is hereby authoeized, and it shall be his duty, to collect such accounts of the person or persons charged with the same as aforesaid, in the same manner that any charge or account for tuition, is authorized to be collected in the seventh section of the aforesaid act, passed March 16, 1839.

SEC. 8. That where the trustees of any township in this State have laid off their township into school dis tricts, or shall hereafter lay off such township into districts, or whenever an alteration in any school district or districts heretofore has been or hereafthe shall be made, said trustees shall cause a map of their township to be prepared, or the township clerk shall make out and record a new map of the school districts in said township in accordance with the fifth section of the act of March 7, 1838; Provided, however that no alteration of any school district shall be hereafter made so as to include in the same district parts of two or more townships or counties, and when said map shall be prepared or made out as aforesaid, and a copy thereof filed with the county auditor, it shall be deemed and taken as having the same legal force and effect as maps of school districts heretofore made out, recorded and filed as aforesaid, in pursuance of any acts heretofore passed for that purpose, and the act passed March 34, 1849, limiting the time for the preparing of maps of school districts is hereby repealed.

SEC. 9. That the act passed February 24, 1848, entitled "an act to amend the act entitled an act for the support and better regulation of common schools, and to create permanently the office of superintendent, passed March 7, 1838, and the acts amendatory thereto," and the act amendatory thereto passed March 6, 1849 and all other acts or parts of acts inconsistent with this act, be and the same are hereby repealde·

L. Ashtons Particular
Of Grymes Survey No. 4404

No 57

We the undersigned citizens and freeholders within the county of Union being called upon by Lawrence Ashton for himself and for the heirs and legal representatives of the late Benjamin Grymes of Virginia his principals after being duly sworn according to law to make partition according to quality and quantity of one equal one third part of the following land to wit. Survey No 4404 on the waters of Mill Creek do on survey and view allot and set apart to the said Lawrence Ashton his one third part in value as marked by meets and bounds on the plat of the surveyor hereto annexed and the remaining two thirds to the said heirs and legal representatives of the said Benjamin Grymes decd the same being distinctly marked and described in said plat

Cyprian Lee

James W. Evans

Archelaus Newman

April Term, Court, April 18th 1857.

The Trustees of the Theological Seminary of Kenyon College
vs
The Heirs of Benjamin Grymes & others

In Chancery.

This Cause again Came on to be heard, and again referred to S. Finch Special Master in Chancery to report.

I Whether the partition heretofore made to George N Grymes & others Heirs of Benjamine Grymes is Correct and whether the lands set off and apartied to them or any part of them Should in equity be set off and apartied to Robson S. Broome in fee simple or ~~other in~~ those Claiming under him.

II In Case the master find that any part of said lands heretofore set off to George N Grymes or other heirs of B Grymes Should be set off to said Broome, or those Claiming under him. it is Ordered adjudged and decreed that the master Cause an accurate survey to be made of said lands and a free and sufficient description thereof to be appended to his report with an accurate description of the lands of persons Claiming under said Broome. and that the master report the Costs and expences of this reference and survey and who in equity Should pay the same.

III It is also Ordered by the Court that said master report to next term as to the right of Sherelly N Grymes to Claim taxes as heretofore Ordered and that he report as to the power of the Court now to allow such taxes. And this Cause is Continued to the next term of this Court for report of master as herein Ordered and for report on former proceedings as to payment by defendants in pursuance of decree and for final decree as to lands to which said Broome or those Claiming under him may be entitled.

June Term. Court July 1st 1851

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio

vs

Grymes Heirs & others

In Chancery

This Cause is Continued under former reference to J. Finch Master who has leave to file his Report as hereinbefore Ordered, to next term, and that the said Master report upon the taxes paid by Robson & Broome.

The State of Ohio Union County ss

I hereby Certify that the foregoing Entries are truly Copied from the Journal of the Court of Common Pleas of said County, of the Terms of April and June 1851.

Witness my hand and Seal of office at Marysville this 17th day of Sept A.D. 1851

James Kirkpatrick Jr Clerk of Union Com. Pleas

Filed Aug 29. 1849
J. S. Kirkpatrick clerk

Hanover College
vs
B. Grimes Hens & al

In Chancery, U. Com Pleas
On Reference to H. Finch
Esqr Special Master

Depositions will be taken by the defendants S. M. Gwynne at the Office of Stone & Gwynne ~~Atty~~ in the City of Cincinnati Ohio on the 29th day of January A.D. 1849. and at ~~Hunton in Hardin~~ the Clerks Office in Hunton Hardin County on the 5th day of February A.D. 1849, to be read in evidence by the Master and before the Court on the hearing of this cause.

Jany 16th 1849.

B. Hunton
Sol for S. M. Gwynne

We acknowledge service of this notice
Jany 16th 1849.

Allison & Berry Solrs for Complt

We acknowledge service on us
Jan. 16 1849

Cole & Miller Sol.rs
for Phelps & McLean Defts

Deposition of Witnesses taken in a Cause pending in Chancery in the Court of Common Pleas Union County Ohio, wherein Kenyon College is complainant and B. Gunnis Hills et al defendants, and for L. M. Gymm one of said defendants in pursuance of the notice hereto attached & at the time & place therein mentioned - The said L. M. Gymm being personally present,

Hawkhope v. Rowe of the city of Cincinnati & State of Ohio of lawful age, being first duly sworn by me as hereafter certified deposes as follows,

Question by defendant,

Have you any recollection of a trip made by L. M. Gymm above named to Europe at any time, if so when was the same made, how long was he absent - When did he return so far as you remember, - Was his absence designed to be temporary or not, - and did he leave Cincinnati with an intention to return or otherwise - Has he ever made any other journey to Europe or out of the United States since said time. And on his return on the occasion above mentioned did he resume his former or ordinary business, - or was the same suspended during his absence, - - And when was his residence during said

time =

answer

I remember that L. M. Guyune made a trip to Europe in 1840. he was absent about eleven months. I believe he returned January 1841. his absence was only designed to be temporary - he left so far as I know intending to return so soon as the business he went on was done - I do not think he has made any other journey to Europe since and has not been out of the United States that I know of - on his return from the trip referred to he resumed his business as formerly. I believe it was carried on by his partner during his absence - his residence at that time was in this city, he was only absent on business

Nathaniel S. Rowe

Also Thos J Henderson of the said City of Cincinnati and of lawful age being first duly sworn as hereafter certified deposes as follows.

Question by defendant—

Are you acquainted with the above named L. M. Gwynne— Where was his residence & home during the years 1840— 1841. and before & since, Have you any knowledge of a journey made by him to Europe about the years above mentioned— if so. how long was he absent when did he return, Was his absence designed to be temporary or not,— did he leave Cincinnati designing to return or otherwise— Was his ordinary business suspended during his absence,— Had he or not a partner there during his said absence— and where is the said partner now,— And on his return did he or not continue in said business

Answer: I am acquainted with L. M. Gwynne Esqr. and have been for many years. his residence and home during the years 1840 - 1841. and many years before, and since has been at Cincinnati Ohio. I have knowledge of a journey made by him to Europe in the years above mentioned. I recollect distinctly that about the 22d February 1840 the said Gwynne stopped at Columbus Ohio on his way to Europe as I understood, He was absent from Cincinnati to the best of my recollection Eleven or twelve months. and returned to Cincinnati in about that time. His absence was designed to be

temporary as I understood He left Cincinnati designing as I always understood to return. His ordinary business was not suspended during his absence. He had a Partner James H. Thompson Esqr during his absence the said James H. Thompson his then Partner now resides in Hillsborough Highland County in this State, the said Gwynne after his return continued his business as a practising Lawyer, and still continues to practise law in the Courts of Hamilton County.

Thomas J. Henderson

The State of Ohio
Hamilton County

I Charles S. Pomeroy a Notary Public within and for said County, do hereby certify that the above named deponents Sturlope S Rose, and Thomas J Henderson were by me duly sworn to speak the truth, the whole truth, and nothing but the truth, that the depositions above set forth were reduced to writing by the said deponents respectively, subscribed by them and taken at the time and place specified in the notice hereto attached.

Witness my hand and seal of office this 29th day of January AD 1869

Chas S. Pomeroy
Notary Public

Fee for Notary $1.00
paid by Gwynne.

Survey No 4404. Containing fifty six acres
The above portions being the proportion ordered in said writ
for course of lines distance and corners reference may be made
to the plats herewith returned all of which is respectfully
submitted

November 15th 1849

James Lorner
Elisha Burnham
William B. Irwin
Commissioners

Report of
survey No 4404
4405

Filed Nov. 18th 1849
James McMahon Clk

Cost Bill in the within case

Philip Miller 2 days carrying chain	$1.50
John Hamilton " " " "	1.50
Samuel Lorner " " " "	1.50
Corban Wiley one day " "	75
James Lorner Sen. " " "	75
James Lorner 2 days " "	1.50
E Burnham " " marking	1.50
William B Irwin surveyor & commissioner 7 days	21.00
E Burnham Commissioner " "	7.00
James Lorner " " "	7.00
E Burnham Expenses — —	3.00
Wm B Irwin "	3.00
	$50.00

We the undersigned Commissioners in a writ of partition issued by the Court of Common pleas for Union County Ohio at their August term for 1849 to partition Surveys No. 4404 & 4405 amongst the parties therein named. Report, that after being duly Sworn by the Sheriff of Sd County and on Carefull Survey and examination of the surveys named in Sd writ we have set off and apportioned to the parties as their several Shares as follows To the trustees of the Theological Seminary of the protestant Episcopal Church in the diocese of Ohio as their two equal fifth parts in Survey No 4404. Lot No. 1. Containing five hundred and twenty acres. in survey No 4405. Lot No. 3 Containing three hundred seventy three acres as represented by the plats herewith returned which is made a part of this report. Lot No. 5 in Survey No. 4404 we set off Jointly to W. L. C. Grimes George N. Grimes William H. Grimes Thomas J. Grimes. virginia Washington wife of H. J. Washington and H. M. Denant as part of the Shares or portions they have in Joint by Consent the same previous to the issuing of the Sd writ of partition. as the headlands of their Shares we assign unto Lucinda Washington wife of H. J. Washington Lot No. 4. in Survey No 4405 containing one hundred and thirty two acres to William H Grimes Lot No. 5. same Survey containing one hundred thirty Eight acres. to Thomas J. Grimes Lot No. 2. in survey No 4404 Containing one hundred thirty two acres. to George N. Grimes Lot No. 3. in Survey No. 4404 Containing 396. three hundred ninety Six acres to W. L. C. Grimes. Lot No. 1. survey No 4405. Containing one hundred acres to Hugh M. Denant Lot No. 2. same Survey containing fifty acres. being the Equal portion of both surveys to Louisa Snowden wife of Edgar Snowden Lot No. 6. in survey No 4404. Containing one hundred and thirty acres to Jane Mead wife of R. K. Mead Lot No. 6. in Survey No 4404 Containing one hundred and ten acres to George W. Denant Lot No. 4. in same

Notice to Mr
Hamlin to produce
papers &c

Filed July 26. 1849
Ed Kirkade jr clerk

The Trustees of the Theological Seminary of Kenyon College
vs
James Hamlick & others & L M Gwynne

In the Com Pleas of Union County - In Chancery -

The defendant L M Gwynne & B Stanton are notified to produce on the hearing of this case an answer drawn up in this case & signed by Gwynne, or cross bill by him signed & sworn to and amongst the papers in this case at Marysville when Hitch the Master was engaged in taking Depositions there during winter of 1848-9. Also all papers signed by Gwynne, or pertaining to this case in any way

July 18. 1849 -

Wm Lawrence Atty for part of Defts.

Service acknowledged July 18. 1849
B. Stanton
for L. M. Gwynne

Kenyon College
vs
Grymes et als

Report of Master

Filed August 13, 1849
James Kirkwade Jr Clerk

16½

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the diocese of Ohio

vs

George N. Guynes et al.

In Chancery

The undersigned special master further reports that since his former report has been filed L. W. Guynes & Levi Phelps have filed their answers & depositions have been taken by said Guynes to sustain his answer & by other parties in opposition thereto, on which by consent of parties the master defers his report for the present —

The master has also herewith taken & he herewith returns depositions on the subject of the relative value of the land taken & sold out by L. Ashton as compared with that left by him for the heirs of B. Guynes & their assignees the complainants. And reports thereon that the value of the lands taken & sold out by said Ashton is greater ~~valuable~~ by at least nine hundred dollars than an equal third part (in value) of said 198 7 acres left in Surveys 4404 after satisfying H. Mafsid for locating &c. And that the division made by said Ashton of Survey 4405 is not proved to be unequal & that the same ought not to be disturbed The Master therefore reports that the complainants are entitled to partition of the said 1324 2/3 acres of land in Surveys 4404 & of the said 923 1/3 acres in Survey 4405, with the following named persons & in the following proportions, to wit,

To the Complainants	two fifth parts	2/5
To Virginia Washington wife of Henry T. Washington	one fifteenth	1/15
To William F. Guynes	one fifteenth part	1/15
To Thomas J. Guynes	one fifteenth part	1/15

To George N. Gaymes one fifth part $\frac{1}{5}$
To Louisa wife of Edgar Snowden one twentieth part $\frac{1}{20}$
To Jane Meade wife of R. H. Meade one twentieth part $\frac{1}{20}$
To Washington L. C. Gaymes one twentieth $\frac{1}{20}$
To George W. Tennant one fortieth part $\frac{1}{40}$
& To Hugh M Tennant Jr one fortieth part $\frac{1}{40}$
1.

The master also reports that the complainants & such of the heirs of B. Gaymes decd as have not aliened their shares of their lands or acquiesced in the said division thereof so attempted to be made by said Ashton are entitled to their respective shares of said Nine hundred dollars But that the remedy they may be entitled to will depend upon the decision of the Court upon the claim herein set up by L. M. Gaymes — Depositions have also been taken by defendants purchasers from said Ashton to establish acquiescence on the part of some of the heirs of so Gaymes in the Ashton division of their lands but no report is submitted thereon

A Petition styled a cross bill has also been filed herein by Mordecai M. Vaughan & other purchasers from Ashton through Broome against so Broome and answered by Broome for the purpose of subjecting to the amount payment of balances found due from the purchasers from Ashton to the payment of so much of the said excess of value of the land so bought of Ashton which the master has heretofore reported as liable to be so disposed of

All which is respectfully
Submitted by
S. Tennant
Special master

L. Capsil's
Exceptions to report
of Master

Filed June 28th 1848
John Capsil, Clerk

15½

Trustees Kenyon College
v
John Coates et al

In Chy.

The said John Coates comes and excepts to said report of the Master herein

1 Because the said Master has not allowed the penalty as well as interest on the redemption of the premises in the bill described from the tax sale they provided by law

Swan & Andrews
attys for Coates.

In Union Com Pleas

Kenyon College

vs

Grymes et als

Replication

18

Allison & Avery

The Trustees of the Theological Seminary &c. of the Diocese of Ohio

vs

George N Gregunes et als

In Union Com Pleas
In Chancery

And the said complainants come and say that the matters and things set forth in their said Bill of complaint are true in substance and fact, and the matters and things set forth in the answers of William N Baughn, Robert L Boomer, Adam Brake George M. Hyish, John Cassil, Levi Phelps, & Llewellyn N Gregunes &c contrary thereto are untrue and this they are ready to make appear as by this court shall be directed.

Allison & Curry Solicitors for Complts

Union Com. Pleas

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio.

vs.

~~J. Sellock et al.~~

George N. Grymes et al.

Service ---	$1.50
Copies ---	70
Mileage ---	50
	$2,70

Wm M Robinson
Sheriff

Filed October 14. 1846
John Cassil Clerk

1/2

Service Oct 10th 1846 on Wm Pinkham & Adam Brooke & George Moodish by a certified copy of this & Oct 12th 1846. on Clemmer Allock & Robert Brown Sen. & Kelly & John Cassil by a certified Copy of this writ -

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 Alexander Pollock, Levi Phelps, William H. Baughan, Adam Brake George McAfish, John Cassil & Robson L. Broome

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 and others by The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio.

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 10th day of Oct.

A. D, 1846

John Cassil Clerk of Com. Pleas.

No. 2

Feb. 19/47 Served Person-
-ally on James A. McClain
Served on Chandler
Personally with Copy
J. West Sheriff

Feb Mileage 1.20
Service -- 55
Copy 30
2.05
Entry -- 10
2.15
Postage to A. & C 10

Filed March 8th 1847
John Capsil Clerk

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~Union~~ Champaign GREETING:

We command you, that you summon James A. McLain & Aldridge Chidester

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~~ and others - By the Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio

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 February A. D, 1847

John Cassil Clerk of Com. Pleas.

Union Com Pleas

Kenyon College
vs
Gyones, Hirs. et al

Suit in Ch

15 1/4

Filed Mar 30, 1849
W. Kinkade Clerk

served this writ March 30, 1849 by
delivering a certified copy thereof to the
within named R. L. Browne
Fees
mileage 5
service 35
copy 10 = 50 Philip Snider Sheriff

THE STATE OF OHIO, UNION COUNTY, SS.

To the Sheriff of the County of Union, Greeting:

We command you to summon R. S. Browne

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 Cross Bill in Chancery, exhibited against him & als in the Case of Kenyon College vs Grymes, Heirs, & als,

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

James Kirkade Jr
Witness, ~~JOHN CASSIL~~, Clerk of our said Court, at the Court House, this 30th day of March A.D., 1849

James Kirkade Jr Clerk of Common Pleas.

In Union Com Pleas

George W Tennant
et als

ads

Kenyon College

Answer of Guardian
ad Litem

18
17

The separate answer of George W Tenant, Hugh M Tenant and Thomas J Graymes infant defendants to the Bill of Complaint of The Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio filed against themselves and others in the Court of Common Pleas of Union County Ohio by J. W. Crawford their Guardian ad Litem.

And the said George W Tenant Hugh M Tenant and Thomas J Graymes, by J. W. Crawford their Guardian ad Litem now come and for answer to said Bill say that they know nothing of either the truth or falsity of the matters and things alleged in said Bill, and rely upon the protection of this Court and having thus answered they pray to be dismissed &c —

George W Tenant
Hugh M Tenant
Thomas J Graymes

J. W. Crawford
Guardn. Ad Litem

The State of Ohio }
Union County, ss } Before me personally appeared Levi Phelps who being duly sworn says that the the matters set forth in his foregoing answer, stated from the information of others he believes to be true, and all the other several matters are true in substance and fact.

Levi Phelps

Sworn to and subscribed before me this 16th day of October 1848

James Turner J P

Union Co Ohio
Levi Phelps
vs
Charles Hurlburt
Chancery Ohio Ch.

Filed Oct 16, 1848
James Buckingham clk

Ans of Levi Phelps

15

Ephraim Miller

The separate answer of Levi Phelps to the Bill of the Trustees of the Theological Seminary of the Protestant-Episcopal Church of the Diocese of Ohio, now pending upon the Chancery side of said, - filed by leave of Court -

The said Defendant saving & answers said Bill and says -

That he admits the issuing of three Several Patents, from the U. S. A. to the Heirs of the late Captain Benjamin Grymes, of Virginia, as set forth in Complainants said Bill, to be true -

And the said Deft. further answering says, that he has title to a portion of the lands described in Complaints said Bill, to wit; One half of the one third of Survey No. 4405, which title is as follows, On the 7th of June 1832 part of the Patentees, to wit; Abraham B. Hove, Mr. F. Hove & George A. Grymes, did authorize & employ one Lawrence Ashton to redeem by law or otherwise, compromise and raise from off said land the incumbrances caused by the sale of the same for taxes in the year ~~[illegible]~~ 1828 - said redemption or compromise to be at said Ashtons own proper cost, and in consideration thereof bound themselves to abide by and ratify any contract or compromise said Ashton might make for that purpose, and convey to him, by a proper conveyance the one third part of their interest in said land, when so redeemed or otherwise saved. And for this purpose the said Ashton was appointed agent by the other adult heirs in their proper person, and by the Guardian of the Minor heirs holding an interest in said lands - which agreement or agency, this Defendant makes a part of this answer in this behalf.

And the Deft. further answering avers, that in due season the said Ashton did redeem or otherwise com=

promise for and raise and obtain from said lands all the tax encumbrances aforesaid; that is from James A. Barry the tax claim on Survey No. 4405; and from Silas G. Strong the same on Survey No. and from Madison Baughn the same on Survey No.

And further answering the Deft. says that on the 19th day of February 1833 the said Ashton entered into a written agreement with him (the Deft.) over his hand & seal for one half his (Ashtons) interest in Survey No. 4405; by which agreement the said Ashton was to have long since conveyed the one half of his said interest, as aforesaid to this Deft.; for and in consideration of the sum of $100, the payment of which by this Deft. has long since been made, and enabled the said Ashton to redeem said lands from the encumbrances aforesaid. Which said agreement is made part hereof marked (A)

And this Deft. further answering says, that the said Ashton having failed to comply with his part of said agreement, by not making the conveyance as per agreement aforesaid, On the 20th day of May 1840, the (this Deft.) filed in this Court his Bill in Chancery, making the said Ashton, the heirs of the said Captain Benjamin Symes, and one Lemuel Symes, & Geyme Jarties defendants thereto - That at the April Term A.D. 1841 the said Court decreed that the heirs of the said Captain Benjamin Symes execute and deliver a good and sufficient deed in fee simple, with covenants of general warranty, to the complainant (now Deft.) for one undivided sixth part of said Survey No. 4405; within sixty days, and that the said Symes within the same time execute a deed of release for any and all right and interest the might hold in the same. And it was further ordered by said Court that in case the heirs of said Symes, or the said Geyme failed to comply with the terms of said decree, then and

and in that case said deed was to operate as a deed. All of which will more fully and at long exspean reference being had to the records of said Court.

The Deft. further answering says that afterwards to wit, on the 18th day of December A.D. 1841, the said Ashton & his Att. in fact Robert T. Brown & same bargained & conveyed to this Deft., in pursuance of the aforesaid agreement, and in consideration of the Sd $100, paid as purchase money, the following premises situate in the county of Union and State of Ohio, and bounded & described as follows to wit; being one equal undivided half of that part of Lawrence Ashton share of Virginia Military Survey No. 4405 which lies East of the New State road, leading from Marysville in Union County, to Kenton in Hardin County Ohio, said half containing one hundred and fifty-seven and one half acres more or less, beginning at two beeches and a sugar tree the South East original corner; thence with the East line correcting the course North Eight degrees thirty five minutes West 73⅓ poles to a stake, thence South 81 West 348 poles to a stake in the centre of the Kenton State Road thence with said Road South 17 East 75½ poles to a stake in the south original line of the original Survey thence with said line North 81 East 336 poles to the beginning. Said deed is hereunto filed marked (bb)

And the Deft. further answering says, that the aforesaid deed has not been revoked and remains in full force

And the Deft further answering

Say that he has made large lasting and valuable improvements upon said land

Defendant asks to be

hence dismissed with his reasonable cost.

By Cole & Wilter Attys

Dec. 8. 1845 forfeited.	No. 4405. sold	967 acres	$155.25
	"		
		Tax of 1846.	42.45
		" " 1847	18.66
			216.36
		Penalty	108.18
		Interest	25.90½
			$350.44 ÷
12th June 1846 Cancelled	No. 4404 —	970 acres	122.00
		tax of 1846.	74.94
		tax of 1847.	13.27
		Penalty	105.10½
		Interest	22.24
			$337.55½
		total —	$688.00

Sund. by reading to the
author was present Jany 17
1849

James Freeman

The State of Ohio Union County ss
To the Sheriff of said County or any indifferent person greeting

You are hereby directed to summons Jeremiah Baughman
Mordecai Baughman John Stickney John Orahood
George McIlfish & Andrew Amrine

to be & appear before me the
subscriber special master commissioner in Chancery
in case in case of Kenyon College against George
N. Grymes & others in Union Common Pleas on the
18th day of January 1849 at 10. o clock A. M.
at the Clerks office in Marysville in said County
to be examined as witnesses in the above case
Hereof fail not under the penalty of the law
Witness my hand & seal this 17th day of
January 1849

S. Finch
Special Master

~~Memorandum of~~
~~1848, &c. being by~~
~~separate of bank~~

Kenyon College
v
Spencer Ellis
&c

Cross Bill &c

Filed Mar 30. 1849
James Kirkpatrick Clk

16

16

Filed May 29. 1849
J. Kirkpatrick Clk

17

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

And now comes William M Baughn William Gladhill Winthrop Chandler Holbrook Whitsitt and George Hornbeck and James Hornbeck all of whom are respondents to the Bill in Chancery filed by the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio and file their their Answer Bill against Laurence Ashton Robin L Broome & the said complainants & the other respondents in this case

And said James Hornbeck represents & charges that he owns 62 acres of land described in the proceedings & papers in this case part of the premises in controversy but he has not yet received a deed therefor: That he holds the same by title bond on file executed by Laurence Ashton: That the purchase money for said premises is all paid except about $25 which is evidenced by a note by said James executed to said Ashton dated either about Nov 6. 1841 or Feb. 17. 1842: That said note was executed for about $18 and is now in the hands of said R L Broome who is agent for said Ashton: That the same has not been assigned so as get a lien on the land purchased by said James & that S Finch the Master in this case has a description of said note.

And the said George Hornbeck represents & charges that he owns 40 acres of said premises in controversy described in the proceedings & papers in this case, but that he has not received a deed therefor: That he holds said premises by title bond executed by said Broome as

agent and attorney in fact for said Ashton in the sale of said land: That there remains unpaid of the purchase money for said premises about $30 or $35 for which said George executed two notes to said Ashton or bearer which are now in the hands of said Broome as agent, dated perhaps in the year 1842, on one of which are credits, one of said notes was executed for about $23 & the other has a ballance of some $15 due on it, the precise dates & amounts of which notes are in the hands of said Hitch as said Master: That said notes have not been assigned but are yet payable & due to Ashton

And said William M Baughn represents ~~that~~ and charges that he holds about 18¾ acres part of said premises in controversy which he purchased of said Broome as agent & attorney in fact for said Ashton for which he has a deed: That said deed is on file in this case: That he executed to secure a part of the purchase money for said premises two notes payable to said Broome or bearer one of $8. & one of $12 copies of which are hereunto filed & made part hereof: That said Broome has recovered judgment on said notes on the docket of Miles H Williams a Justice of the Peace in Liberty Township in Union County as shown by exhibit "L" hereunto filed: That said claim is a lien on said 18¾ acres: That said notes are in fact owned by said Ashton or Broome who took the same as part consideration for said premises

And said Holdridge Whitister represents & charges that he purchased about 102 acres of said premises now in controversy described in the papers & proceedings in this case & in

his deed which is recorded: That he purchased the same of said ~~Ashton to whom he ag~~ Browne who executed a deed as attorney in fact for said Ashton & he executed two notes in payment of a part of the purchase money on which is yet due, a balance, about $40 or $50: That said notes were payable to said Ashton & were dated about the year 1842, one of $50 and one of $7 – and on the $50 note are some payments which will leave some $40 or 50$ due as above stated: That the same is a lien of said 102 acres of land: That said notes were not assigned & are yet owned by Ashton & are in Browne's hands as agent for said Ashton

And said William Gladhill now represents & charges that he purchased about 15 acres of said premises in controversy described in his title bond executed by said Browne as agent & attorney in fact for said Ashton which is his only evidence of title not yet having procured a deed: That said title bond is on file dated Oct 30. 1841: That about the date of that bond & agreement he gave as a part of the purchase money two notes of about $30.50 each payable in one & two years payable to said Ashton: That a part thereof has been paid but there is yet due thereon about $35 or $40 which is a lien on said premises: That said notes have not been assigned & are in the hands of said Browne as agent of Ashton

And said Winthrop Chandler now charges & represents that he purchased of said Browne

acting as agent & attorney in fact of said Ashton about 80 acres of land part of said premises in controversy described in the proceedings in this case & in the deed executed about the 8th day of December 1843: That on the 22 day of April 1844 he gave a mortgage on said premises to secure the unpaid purchase money he then owed on said premises which mortgage was given to secure 3 notes executed by Chandler to said Broome dated 22d April 1844 payable in one two & three years one each year from date for $66.66 cents each with interest from date as appears from Record Book 9 page 322 of the Land Records of Union County about a year after these notes were given $40 was paid on them & the ballance is unpaid: That said Chandler did not receive the deed till said mortgage was given: That said notes except said $40 so paid are still due: That the same is a lien on said land: That said notes have not been assigned and are still in the hands of said Broome

And said Baughn Gladhill, Chandler Chilite & George & James Hambrick represent that in case any money should be decreed against them or either of them in favor of any of said parties in this proceeding it should be paid out of the money they respectively owe said Ashton or Broome They therefore pray that ~~it may~~ all of said parties may be enjoined from selling or transferring any of

his deed which is recorded: That he purchased the said notes & claims: That on the hearing any amount decreed against said parties if any may be paid out of the claims due as aforesaid. And it is hereby represented & averred that said parties who complain herein will be without adequate remedy unless said relief is granted. That they are advised & believe they have no adequate remedy at law & they therefore pray for general & special relief & that all of said persons may be made parties for the ends of full justice

and, / C Doughty Lawrence Atty —

State of Ohio
Lucas County, ss We and each of us do solemnly swear that the matters & things stated in the foregoing ~~in the foregoing~~ cross bill and answer ~~are true~~ as of our own information is true & that all other matters & things therein stated are true in substance and fact

James Hornbeck
George Hornbeck
Wm. M. Boughan
Wm Gladhill
Haldridge Chidester
C. H. Chandler

Sworn to and subscribed before me this 30th Day of March AD 1849.
James Kirkade Jr Clerk.

June 27th A D 1842

Twelve months after Date I promise to pay R. L. Broom or bearer the sum of Eight Dollars for value received with interest

W. M. Boughan

June 27th A D 1842

Two years after date I promise to pay R. L. Broom or bearer the sum of Twelve Dollars for value received with interest W. M. Boughan

I Certify the above Two notes to be a true copy of the Original notes in my hands Left by R L Broom for Collection against W. M. Boughan and now in Judgement

State of Ohio union County SS M. H Wadhams J P –

Personaly appeared before me M. H Wadhams a justice of the peace in Union County and made Oath that the above notes were given for a Lot of the Ashton Lands on Millcreek given under My hand this 3d day of Feb. 1849

W. M. Boughan

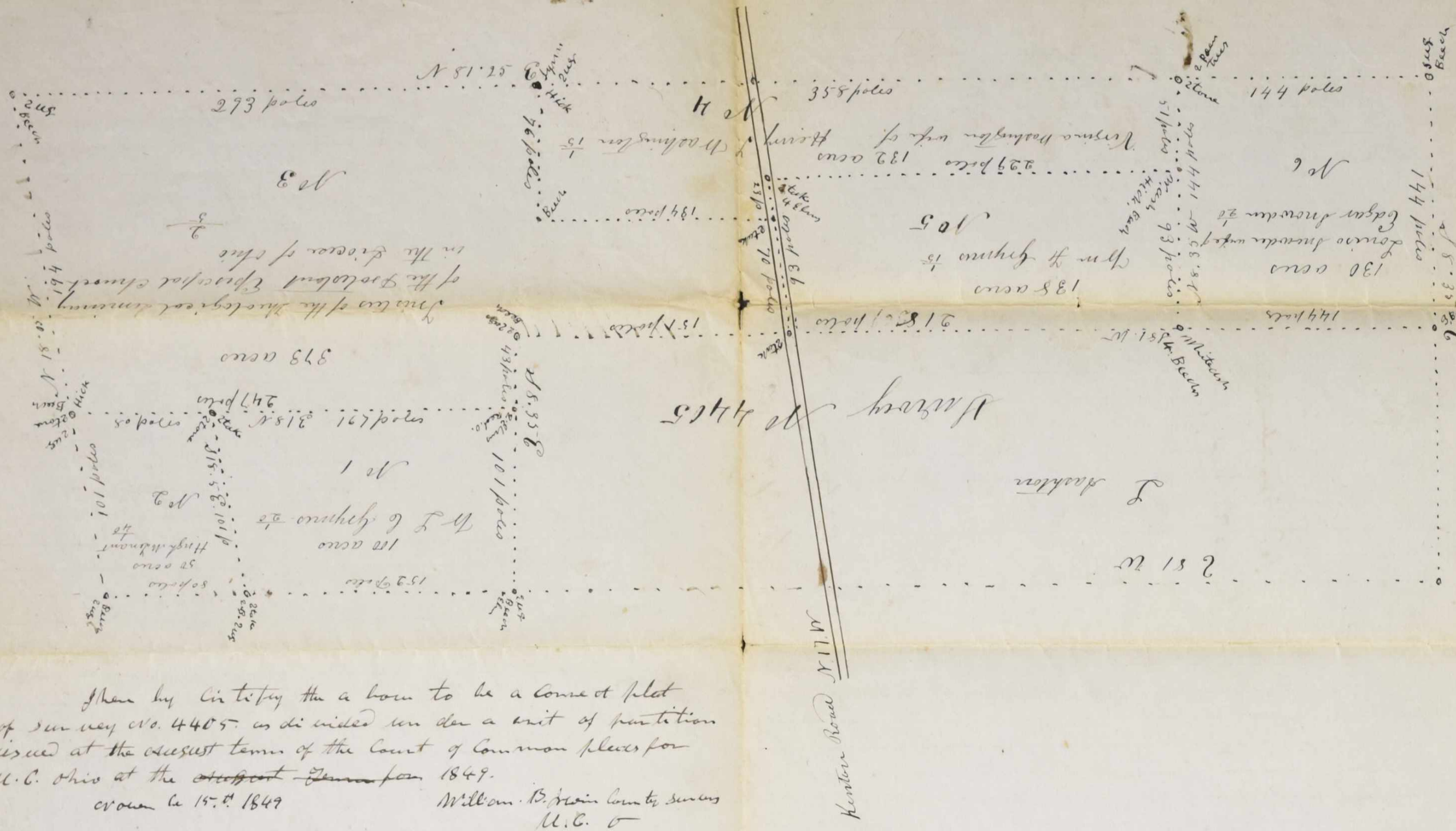
Sworn to & Subscribed before me this 3rd day of Feby 1849

M. H Wadhams J P –

"Fol"

Filed November 13. 1849
James Kirkpatrick for NR

No. 4464 of
Docket 95

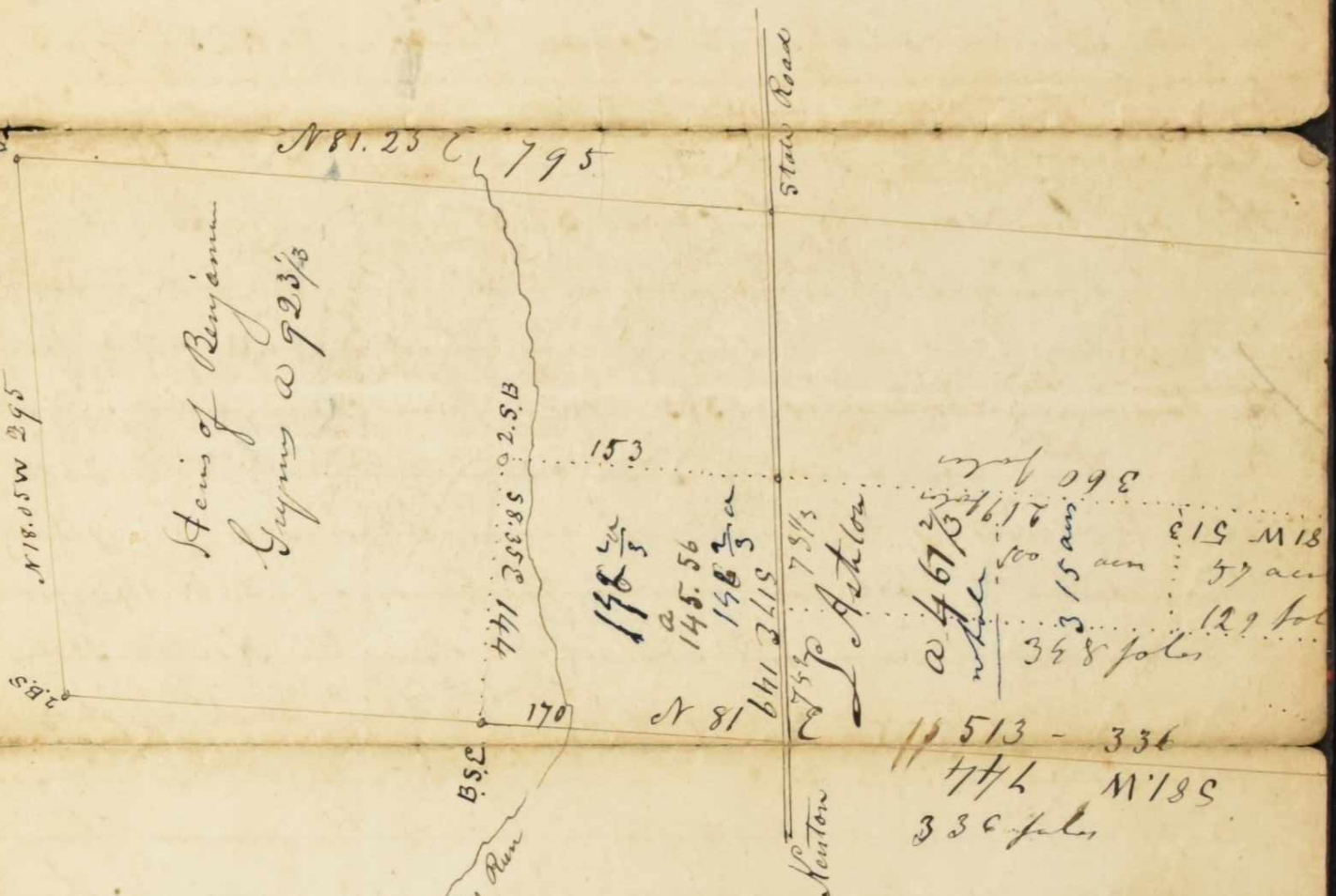


Then by certifying the a bove to be a correct plat of survey No. 4465. as divided under a writ of partition issued at the August term of the Court of Common pleas for U.C. Ohio at the ~~August Term for~~ 1849.

Given le 15th 1849

William B. Irwin County Surveyor
U.C.O

We approve of the Division of the within land as made by C Lee J W Evans and Andrew Amrine July 20th 1844



Surveyed July 24th 1841 Survey No. 4405 in the name of Benjamin Grymes Beginning at two Beeches and a Sugartree south west Orig. corner to said Survey. chain carriers being duly sworn, thence running with the west line connecting the course thereof N 18.05 W 295 poles to a beech Sugartree & Hickory. (the Beech & Sugartree only standing, north west original corner to said Survey thence with the north line connecting the course thereof N 81.25 E 795 poles to a Sugartree & Beech (no hickory found, north east original corner to said Survey. & crossing the Kenton State Road at 416 poles, thence with the east line connecting the course S 8.35 E 288 poles to a Sugartree and two Beeches. (the Sugartree turned up by the roots, south east original corner to said Survey thence N 81. W 744 poles to the Beginning containing 1385 acres - thence commenced laying off the one third for Lawrence Ashton Beginning at a Sugartree and two beeches the south east original corner of said Survey thence with the east line connecting the course N 8.35 W 144 poles to three Beeches thence S 81. W 513 poles. crossing the Kenton State Road at 360 poles to two Sugartrees & a Beech (all small Timber, thence S 8.35 E 144 poles to a beech Sugartree & Elm (all small timber, in the south original line of the Survey thence with said line connecting the course N 81 E 513 poles to the Beginning containing 461⅓ acres all of which is represented on the adjoining Platt

Levi Phelps Surveyor

Jonathan Shirk &
Adam Shirk Chs
Elijah Shirk Mk:

L. Ashlons Partition
of Gymes Survey No 4405

Exhibit to C. Lewis
deposition X

I.

Jas L Phelps Surveyor	2	days	$4.00
Adam Shirk Chn.	2	do	1.50
Jonathan Shirk "	2	do	1.50
Elijah Shirk Mk:	1	do	.75
			7.75

Commissioner fees $1.00 each
do Assistant do 50
Assistant at large

The following is a description of a part of Survey No. 4405 Set off

~~Received of Lawrence Ashton Levi Phelps credit the within for~~ ~~Money advanced and paying the up to this 20th 1833 Twenty~~ dollars -

~~Witness. James A Curry~~ ~~James Adams~~ ~~Levi Phelps~~

~~Witness James Adams~~

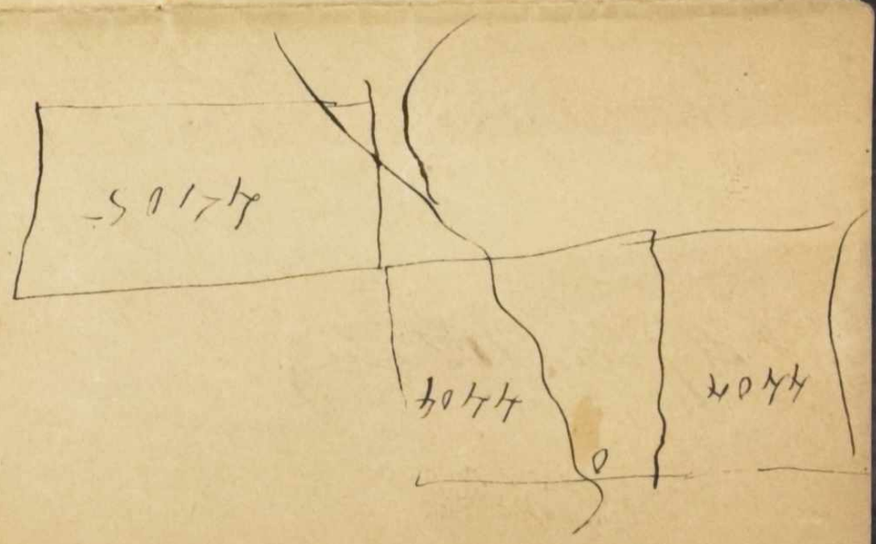
The above Items I agree to have Credited
~~Lawrence~~ April 26th 1834 Levi Phelps

I do hereby acknowledge that Levi Phelps has this day delivered to me the County Treasurers Receipts for the taxes which Mr Phelps was to pay for me on the Land alluded to and described in this article of agreement on the tract No 1394 taxed in the name of Markley he paid Forty seven dollars ninety three cents and two mills and on No 4405 taxed in the name of Curry or Grymes he paid twenty five dollars eighty eight cents and two Mills Mr Phelps also paid to Mr James A Curry two dollars on my note which Mr Curry held, I also acknowledge that Mr Phelps has paid me in cash and in services as a Surveyor sixteen dollars eighteen cents and six mills which makes the full amount of the one hundred dollars which Mr Phelps was to pay me for the quantity of Land which I was to let him have as well appears by upwards to the agreement on the opposite side of this this paper

April 26th 1834 Lawrence Ashton

attest B. J. Helsey

Ashton
Ex 3 Article of agreement
with Levi Phelps



Whereas Lawrence Ashton some time in the year 1832 became agent for the heirs of Benjamin Grymes late of King George County Virginia and as will appear by an article of agreement made between the heirs of said Benjamin Grymes and Lawrence Ashton the said Ashton was to redeem the lands belonging to the said heirs of Benjamin Grymes - and whereas Mr James A Curry of Union County Ohio bought a certain part of the lands belonging to said heirs for the taxes and has relinquished his claim to said Ashton. it is therefore agreed between Levi Phelps & said Ashton that said Phelps shall have one half of the one third part of the lands which said Curry has relinquished to said Ashton, on the following conditions; said Phelps is to pay said Ashton one hundred dollars in the manner following. {to wit.} said Phelps is to pay the taxes on Survey No. 1394 of 1110 7/8 acres charged to David Markley also the taxes on Surveys No. 4464 which said taxes are to be paid by the year 1833 the balance to be paid so soon as the said ashton can get a division of the Lands between him and the said heirs of Benjamin Grymes; said Phelps agrees to aid said Ashton in dividing and selling said lands Relinquished by said James A Curry to said Lawrence Ashton

In witness whereof we have hereunto set our hands and seals this 19th day of February 1833

In presence of

Stephen McLain

Lawrence Ashton — Seal

Levi Phelps — Seal

Filed Feb. 2d 1847
John Cassil, Clerk

Issued Feb. 2d 1847
John Cassil, Clerk

The Trustees of the
Theological Seminary
of the Protestant
Episcopal Church
in the diocese
of Ohio
vs.
George N. Grymes et als

Upon Supoena for
Llewellyn M. Grymes to the
Sheriff of Hamilton County; for
James A. McLain and Holbridge
Chidester to the Sheriff of
Champaign County

Union Com Pleas

vs

Trustees &c of the Theological Seminary of &c

vs

L. M. Gwynne

Supp in Clay

Filed Feb. 13th 1847
John Cassil Clerk

1847 February 10th
served by copy personally on L. M. Gwynne
T. J. Wearn
Shff

Shffs fees
60/100

Postage pd. by Allison & Curry
10 cents

No 3

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF ~~Union~~ Hamilton *GREETING:*

We command you, that you summon Llewellyn M. Guynne

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~~ and others, by the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio

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 2nd day of Feb.

A. D, 1847

John Cassil Clerk of Com. Pleas.

-144
144
144
144

Kenyon College
vs
B. Gaynes, his et al

In chy in U. C. P.
On reference to S. Finch
Special master

It is suggested by the Sol. of L. M. Gaynes that it is necessary to take the depositions of witnesses residing in Hamilton & Hardin counties touching the rights of said Gaynes and for the purpose of taking these depositions the master so far as he has power to to direct, requires depositions to be taken at Cincinnati & Hamilton before competent authority on legal notice, before the 20th of February next & submitted to the master before the 1st of March next

S. Finch
Special Master

January 16. 1849

We the undersigned citizens and freeholders within the county of Lemon being called upon by Lawrence Ashton for himself and for the heirs of and legal representatives of the late Benjamin Grymes of Virginia his principals after being duly sworn according to law to make partition according to quality and quantity of one equal one third part of the following land to wit survey No 4405 on the waters of Mill Creek do on survey and view allot and set apart to the said Lawrence Ashton his one third part in value as marked by meles and bounds on the plat of the surveyor hereto annexed and the remaining two thirds to the said heirs and legal representatives of the said Benjamin Grymes Dec^d vizt same being distinctly marked and described in said plat

Copy Teste

James W. Evans

Andrew Murrill

Set Off for the heirs of Benjamin Sykes the chaincarriers having been duly sworn To wit Beginning Beginning at a Beech Sugartree & Elm in the South original line of said Survey & south west corner to 461⅔ acres on said Survey afarted to Laurence Ashton thence with said north said line corecting the course thereof S 81. W 231 poles to two Beeches and a Sugartree South west orig^l corner of said Survey thence with another of the lines corecting the course thereof N 18.05 W 295 poles to a Beech Sugartree & Hickory north west orig^l corner to said Survey thence with another of the lines corecting the course thereof N 81.25 E 795 poles to a Sugar tree & Beech north east orig^l corner to said Survey thence with another of the lines corecting the course thereof S 8.35 E 144 poles to three Beeches north east corner 461⅔ acres on said Survey afarted and set off to Laurence Ashton thence with said Ashtons Line S 81 W 513 poles to two Sugartrees and a Beech north west corner to said Ashton thence with said Ashtons line S 8.35 E 144 poles to the Beginning containing 923⅓ acres

S.D S 8.35 E

3B N 18.05 W 295

S N 81.25 E 795

S.2B

Adam Shirk
Jonathan Shirk Chn
Elijah Shirk Mkr

Levi Phelps Surveyor

Ranyancoll,
?
Ogymus, his
Dep. of W. L. Gibson

Deposition of Wm L. Gibson taken by L. M. Grayson to be used in case of Thayer Coll. vs B. Grayson, has & others without notice by consent of parties

Qu by Col for L. M. Grayson
What is your age and occupation
Ans. I am 31 yrs of age am a farmer & sometimes work as a carpenter
Qu by same
~~You say in your former deposition that in Sept or Oct 1839 you had conversation with L. M. Grayson in regard to his claim~~
Are you acquainted with Lawrence Ashton and L. M. Grayson, and if so state the extent of your acquaintance with them
Ans. I am very well acquainted with Ashton & not very well acquainted with L. M. Grayson have seen him twice
Qu by same. When and where did you see L. M. Grayson?
Ans. I saw L. M. Grayson in Cincinnati in ~~Spring of~~ Sept. & Oct. 1839 & again in the Spring of 1840 also in Concord in Stark & not then speak to him
Qu by same. At what house office or ~~other~~ particular place did you see Mr Grayson in the fall of 1839.

Ans. In his own office

Ques by same, Was any person present in the office at the time you had the conversation with Gwynne as testified by you in your former deposition in this cause.

Ans. There was not

Ques by same. In what part of the City is Mr Gwynnes office?

Ans. I do not recollect It seems to me it was on Sycamore pretty well up towards the heart of the city — he was in bed up stairs in same building where his office was then I think a single man & boarded I think on Main st at any rate further up the City than his office he boarded at a Dutch House the woman talks rather in the Dutch order

Ques by same, State all the conversation that passed between you and Mr Gwynne on that occasion.

Ans. I presented Gwynne with the order I had of Ashton he said he had not any funds, that he owed Ashton $250 I then asked him to accept the order, I do not remember his answer but he did not accept the order

Ques by same Did Mr Gwynne say that he had no funds or no funds of Ashtons in his hands?

Ans. He did not say whether he had ~~not~~ funds of Ashtons in his hands, his words were he had no funds

2nd by same. Did you ask him if he
and Ashton?
Ans. Yes
2nd by same. What was Ashtons
circumstances at the time he
gave you this order?
Ans. Among the neighbors that he was not
supposed to be worth anything
2nd by same. What kind of work did
you do for Ashton for the order
he gave you on Gwynne.
Ans. I worked on farm, pulling up some
buildings &c
2nd by same. Did not Mr Gwynne
say he would not accept the
order, because he had no funds
of Ashtons in his hands.
Ans. No, he did not
2nd by same. Did Ashton ever say what
Gwynne owed him for.
Question excepted to by Mr Lacoa-
Ans. Ashton said on other occasion that
he had let Gwynne have some of the
Gwynne lands
2nd by same. Did you ever ~~say~~ hear
Ashton say that he had let Gwynne
have some of the Winslow or Lewis
land in Hancock Co,
Ans. I did not
~~Fees of witness~~ & further says not

W F Gibson

50cts Fees of witness
pd by Mr Stanton
Cert. Cert 37½ cts

Sworn to & subscribed before me
Oct. 24. 49 & exceptions to Certificate
waived by parties

S. Fenton
Master

No. 1

Silas G. Strong Auditor
To
Deed
Lawrence Ashton

Transferred July 17th
AD 1838
Silas G Strong
Auditor

Filed & recorded this deed
July 18th 1838 in vol 6 page
476. 849 P B Smith
Recorder Ala C O

No. 1.

Fee 87½

Whereas the Legislature of the State of Ohio did on the 29th day of January A.D. 1827 pass an act, Entitled an act, for the remission of penalties and for the Sale of Lands for Taxes; By which it is made the duty of The auditors of the respective Counties of this State to Sell at the court-House in ~~Each~~ County To the Highest bider Certain descriptions of Lands therein Mentioned. An Whereas in pursuance of the act aforesaid Levi Phelps the Auditor for the County of Union and State of Ohio Aforesaid (having first duly advertized the time of Sale as prescribed in said act) did on the 2nd Monday of December A.D. 1828 at the Court House in the Town of Marysville and in the County of Union Sell at public Vendue & out cry unto James A Curry who was the Highest bidder for the Same a certain tract or parcel of Land containing Thirty three acres; being an undivided part of a Survey or tract of Land Of Thirteen Hundred & Thirty Three and one third acres Owned by Sundry individuals as tenants in Common but Not as Joint Tenants; on the waters of Millcreek; Originally Surveyed for Benjamin Gymes and being Survey No 4405 for 1333⅓ acres as aforesaid bounded and Described as follows to wit Beginning at 2 beaches & ~~one~~ Sugar, Trees Northwest corner of John Holmes Survey No 4064 Thence running with Holmes Line N 80° E 800 poles To Three beaches & a Sugar, trees The North East corner to said Holmes Survey Thence N 10° W 266⅔ poles to Two beaches a Hickory & Sugar trees Thence S 80° W 800 poles croping a branch at 700 poles to a Hickory Sugar & beach, trees Thence S 10° W 266⅔ poles to the beginning Said ~~Lynx~~ ~~Hundred~~ ~~and~~ ~~Ninety~~ ~~In~~ Thirty Three acres of Land part of Survey No 4405 as aforesaid Was entered for Taxation in the name of Daniel Hetchesock And Whereas a Certificate of such Sale was Given by the Auditor aforesaid bearing Date the 8th day of December A.D. 1828 Unto the said James A Curry, And Whereas it Now appears that the said James A Curry died on the 18th day of April A.D. 1833 make an assignments upon the back of Certificate and by said assignment Transferred all his right & title to the same unto One Lawrence Ashton Now Therefore This Indenture Witnesseth that I Silas G Strong Auditor Within and for the County of Union and State of Ohio for and in consideration of the premises aforesaid & for &

and in consideration of the sum of One Dollar and Eighty One Cent Heretofore paid as appears from said Certificate The receipt whereof Has been & is now duely by the said Certificate bearing date as afore-said Do by these presents and by the authority vested in me by the aforesaid act of the Legislature Grant & convey and hereby have Granted released & conveyed & confirmed unto said Lawrence Ashton The Assignee of the said James Fabry and unto his heirs and assigns forever The aforesaid Thirty three acres of Land so Situated bounded & Discribed as an undivided portion of said Survey No. 4405 of 1333⅓ acres Together with all the improvements and Appurtenances thereunto belonging or in any wise appertaining To Have & To Hold the Tract of Land aforesaid in common as aforesaid unto Him the said Lawrence Ashton his Heirs and assigns forever In Testimony whereof I Silas G Strong Auditor as aforesaid and Successor to Levi Phelps former Auditor as aforesaid have Hereunto Set My Hand and Seal this 7th day of July A.D. 1838

Signed Sealed and Delivered in presence of

James Turner
A. Hall

Silas G. Strong Auditor
for U C Ohio (Seal)

State of Ohio Union County ss

Personally appeared before me a Justice of the peace within and for said County Silas G Strong Auditor for the County of Union and Signer to the within Deed of conveyance and acknowledged that he in his Official capacity as Auditor Signed and Sealed and now delivers the foregoing Deed for the special purposes therein expressed

Given under my hand and Seal this 7th day of July AD 1838

James Turner J P (Seal)

served this writ by delivering a certified copy thereof to each of the within named George Hornbeck Samuel P. G. Brown and John Hamilton and by leaving a copy at the residence of Winthrop Chandler April 29. 1848

Fees – mileage 45
Service 95
Copies 50 – $1.90

Philip Snider Sheriff

Kenyon Cable
vs
J. S. Jaines et al

Filed April 29. 1848
John Carrick Clk

11

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon Winthrop Chandler George Hornbeck, Samuel P. G. Brown & John Hamilton

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 the Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio

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 29th day of April

A. D, 1848

John Cassil Clerk of Com. Pleas.

Union Com Pleas

Trustees of the Theologic-al seminary of the Protestant Episcopal Church of the Diocese of Ohio

vs

George N Glymus et al

Subpoena

Filed Oct 2nd 1847
John Cassil Clk

9

Served this writ by delivering a certified copy to James H. Hornbeck on the 1st day of October A.D. 1847 also by leaving a certified copy at the residence of the within defendants on the 2nd day of Oct. 1847

Fees- mileage 40
Service 7.5
Copies 37½=1.52½

Philip Snider Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon James H Hornbeck Mardicai Baughn & William Gladhill

to appear before the Judges of our Court of Common Pleas, at the Court House, on the 5th day of October next ensuing, to answer a Bill in Chancery, exhibited against them by The trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio

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 1st day of October A. D, 1847

John Cassil Clerk of Com. Pleas.

The State of Ohio Union County ss

Before the undersigned personally appeared Adam Brake & George McAfish with named who made solemn oath that the matters with set forth by them respectively as far the information of others they believe to be true and that all the several other matters by them respectively set forth as of their own knowledge is true.

his
Adam + Brake
mark

his
George McAfish
X mark

Sworn to and subscribed by Adam Brake this 2d day of July A.D. 1847

John Cassil, Clerk

sworn to & subscribed by George McAfish this 5th day of July A.D. 1847

John Cassil Clerk

Union County
Adam Brake
& McAfish
John Cassil
as
Henry Colley
Affidavit

Filed July 5th 1847
John Cassil Clerk

8

Swn & Ad Dens

The Answer of Adam Brake George McAlpin & John Cassil to the Bill of the Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio now pending upon the Chancery side of said Court.

The said Defendants saving & excepting said bill and say.

The said Adam Brake for himself says that on the 14 December AD 1841 he purchased from the said Lawrence Ashton through his attorney in fact Robert L Broome for a valuable consideration to wit 100 $ paid, and the receive a deed of conveyance for the following premises situate in said Survey 4404 and described as follows: fifty four acres more or less beginning at an oak and iron wood N.W. corner of M Baugh's Sen.r land; thence S. 80° West 119 poles to a stake, witness an iron wood; thence S 33 W. 53 poles to a stake witness red oak and stone; thence S. 62 E 105 poles to a stake, witness an ash and beech; thence N. 25. E. 126 poles to the beginning. Said deed is hereunto filed marked (a a) Said premises are in that part of said Survey which was partitioned to said Ashton as set forth in the answer of William M Baugh, and large lasting and valuable improvements have been made by Respondent on said premises and upon the belief that he held a good title thereto in severalty, and without any notice direct or indirect to the contrary.

And the said George McElfish for himself says that on about the 21 day of September AD 1843 he purchased of the said Ashton through his agent R L Brown for the consideration of $120 - paid and then received a deed for the following part of said Survey No 4404: Beginning at an ash sugar and red oak; thence N. 9° West 54 poles to 3 beeches; thence N. 80° 15" E. 138 poles to a stake and two hickories corner to Hambeck and Chidester land in the line of M McDaughers land; thence S. 25 W. 64 poles to a hickory and elm; thence S. 80° 15" W. 101 poles to the beginning, containing forty acres, more or less. Respondent herewith files said deed marked (b b) Said premises are included in lands partitioned to said Ashton as set forth in the answer of William M McDaughs, and large lasting and valuable improvements have been made by Respondent on said premises and under the belief that he held a good title to the same in severalty and without any notice direct or indirect to the contrary

And the said John Cassie for himself says that the only manner in which he claims any estate or interest in said premises is by lien &c for taxes whereby said land and the legal owners thereof are bound by law to pay him as follows: about three hundred dollars on account of tax sale taxes interest and penalty due him on Survey No 4404 and about four hundred dollars on account of tax sale taxes interest and penalty due him on Survey

No. 4405 all which will more fully appear by the records of the Auditor and Treasurers office of said County and which Respondent will show upon reference to a Master or in such manner as this Court may direct.

And the said Brack and McElfish each for themselves answer and insist that said Lawrence Ashton held a third of said Survey – said bill describes and that the partition made to be is valid effectual and was confirmed by the assent of the paleadies and other legal representatives, when of full age, and they and said Complaints are bound thereby and they make the allegations ~~as contained in the bill~~ in the answer of William M Vaughn and the Complts commence to sue answer adopted by him in relation to title claims from said Ashton, a part of their allegations and exhibits herein

They ask to be hence dismissed with their reasonable costs &c.

Jno Cassell
Brack & McElfish

Swan & Andrews
Solrs for Defts
above named

The State of Ohio Union County ss
The said John Cassell makes oath that the matters set forth in his above answer are true in substance and fact

John Cassell

Sworn & subscribed
May 7. 1847
James McWilliams J.P.

3

Union Comm Pleas

Remyon College
vs
Grymes & others

Writ of Partition

Filed November 15. 1849
James Kirkado fr clerk

19

The State of Ohio Union County ss.

To the Sheriff of Union County Greeting;

We command you, that without delay by the Oaths of William B. Irwin, Elephas Burnham and James Turner, you Cause Partition to be made of the following real estate Situate in the County of Union and State of Ohio. lowest part of Survey No. 4404. beginning at a Stake in the Solest Original line of said Survey. Witness an Oak beech & Sugartree south west corner to a Lot of 662⅔ acres on the same Survey set off and apartied to Lawrence Ashton thence with said line correcting the course S.9. E 439½ poles to a beech & Hickory south west Original Corner to the survey thence with an other of the lines correcting the course thereof N.81.25 E. 492 poles to a hickory and two beeches south west corner to a part of said Survey claimed by the heirs of Henry Massie. thence with Massies line N.11. W 443½ poles to a Stake south east corner to said Ashton. thence with said Ashton S.81. W 472 poles to the beginning containing 1324⅔ acres, and also part of Survey No. 4405. beginning at a beech Sugartree & Elm in the south Original line of said Survey & south west corner to 461⅔ acres on said Survey apartied to Lawrence Ashton. thence with said line correcting the course thereof S.81. W. 231. poles to two beeches and a sugartree south west original corner of said Survey thence with another of the lines correcting the course thereof N.18.05 W. 295 poles to a beech sugartree & Hickory north west Original Corner to said Survey thence with another of the lines correcting the course thereof N.81.25. E. 795 poles to a sugartree & beech north east original corner to said Survey thence with another of the lines correcting the course thereof S.8.35. E 144 poles to three beeches north east corner to 461⅔ acres on said Survey apartied and set off to Lawrence Ashton then with said Ashtons line S.81. W 513. poles to two sugartrees and a beech north west corner to said Ashton thence with said Astons line S.8.35. E 144 poles to the beginning containing 923⅓ acres. among the following persons and in the following proportions to wit. To the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio

Two Equal fifths part $\frac{2}{5}$

To Virginia Washington wife of Henry T. Washington One equal fifteenth part $\frac{1}{15}$

To William F. Grymes One Equal fifteenth part $\frac{1}{15}$

To Thomas J. Grymes One Equal fifteenth part $\frac{1}{15}$

To George N. Grymes One Equal fifth part $\frac{1}{5}$

To Louisa Snowden wife of Edgar Snowden. One equal twentieth part $\frac{1}{20}$

To Jane Mead wife of R R. Mead One equal twentieth part $\frac{1}{20}$

To Washington L. G. Grymes One Equal twentieth part $\frac{1}{20}$

To George W Tenant One equal fortieth part $\frac{1}{40}$

And To Hugh M. Tenant. One equal fortieth part $\frac{1}{40}$

in pursuance of an Order lately made in our said Court of Common Pleas. Within and for the said County of Union in a certain Cause in Chancery wherein The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Dacese of Ohio is plaintiff and George N. Grymes & others are Defendants: and that your proceeding in the premises you destinctly. certify. under your hand. to our Court of Common Pleas within and for the said County of Union. On the first day of their next term. together with this Writ.

Witness James Winkade Jr Clerk of our said Court of Common Pleas. at Marysville the 26th day of September A D 1849.

James Winkade Jr Clerk.

I have executed this writ by the oaths of William B. Irwin Elephas Burnham and James Turner. whose report is herewith filed November 15th 1849. Fees= mileage 40
service 1.00 = $1.40

Philip Snider Sheriff

Thayer Coll

vs

L. Ashburnham et al

Depositions taken before the Master on notice to all parties
January 16 & 17 & 18th 1849

Copy of Notice
Before L. Finch
Master in the
of Kenyon College
John Graham

Copies of the within notice mailed on
the 12th of December 1848 to Messrs
Swan & Andrews, ~~Hol~~ Springfield
Wm Rogers Springfield
B. Stanton Bellefontaine
Wm Lawrence "

Emselison

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio
vs
George N Grymes et als

Chancery
In Union Com Pleas

On Reference to Special Master.

Depositions will be taken in this case by the Complainants before the Special Master appointed in this case, at the Court House in the Town of Marysville, County of Union Ohio, on the 16th 17th & 18th days of January next, between six A.M. and nine P.M.

Dec 12th 1848

Allison & Curry Solts for Compts.

The Defendants are hereby authorized to take Depositions at the same time and place, without further notice to us

Allison & Curry Solts for Compts.

Marysville O. Dec. 12. 1848

Dr Sir

The undersigned special master commr in case of Denison College vs. B. Gaymes heirs et al. in Chy in Union Comm. Pleas will attend to the reference in that case on the 3rd tuesday of January next at the Clerks office in Marysville & continue from day to day till all depositions are taken that any of the parties desire to take: & immediately thereafter make out & file his report

To B. Stanton Esq

Truly yours
S. Finch

A copy of this letter, mutatis mutandis, was mailed to each of following named persons Dec. 12. 1848, to wit, B. Stanton. Wm Rogers. Wm Lawrence Esqrs & also to Severs & Anderson – to the latter however including a notice that I should on 18th January at same place attend to reference in case of John Graham vs. Thomas Bradley et al.

S. Finch

Depositions of witnesses called promiscuously by the parties in this case & taken as herein after certified

Samuel Carter of lawful age being by me first duly sworn as hereinafter certified deposes & says he is acquainted with the Gregory lands in this Co. & has been for about twenty five years, having most of that time lived in the immediate neighborhood resided near the land in Sept 1872 that he thinks that Mordecai Bowyer had a clearing on the 144 acres held by him of about fifty acres which was worth from eight to ten dollars per acre say nine dollars per acre & that the unimproved land in that survey was then worth about two or a half or three dollars per acre

Deponent further says that the north third of the 1984 acres of survey 44404 left for B. Gregory being after satisfying Mr. Murphie for locating was then worth about one dollar per acre in a state of nature now than the south two thirds

Cross Exd by B. Stanton Esq Sol. for L. M. Gregory

Says that by deadening & waiting for trees to die & rot it could be cleared & fenced for say six or seven dollars per acre

Cross Exd by Mr Cole

Says S 2/3 of the land is of a better quality than N 1/3 except that part of N 1/3 which was on Creek — that the value of S 2/3 in a state of nature is worth about 3 or 4 dollars per acre & the north 1/3 in a state of nature now would not be worth much ~~if any~~ more

Ret Exd by Mr Allison says he believes he would still make a dollar an acre difference at the time ~~further cross Exd by Mr Stanton~~

Samuel Carter

Jacob Oakwood being duly sworn as hereinafter certified says he has resided in the neighborhood of the Gregory lands since thirty years & knew the lands in 1872 Sept. think there were about 75 acres improved & worth on account of improvement from six to seven dollars per

acre more for being improved
deponent says that he should consider the north third of the 1984 acre tract spoken of by L. Carter in his deposition worth say two dollars per acre in the state of nature more than the South $\frac{2}{3}$ I mean I would give that much more for it —
the back lands in S $\frac{2}{3}$ worth about $3.00 & the land in N $\frac{1}{3}$ in state of nature per $5.00 to $6.00 per acre —
think Gladhill had say some 8 acres M. Baughn say 50 acres & Brake some 12 acres of improvement in 1832 & further says not
Jacob Crakow
Russell Culver being duly sworn says that he never knew much of these lands except those along the road — knows about the improvements on these lands & thinks the improvements made by M. Baughn, A. Brake & Wm Gladhill were in all about 7 years these improvements made the improved land worth double the value of wild land wild land was worth in a state of nature say four dollars per acre & that N $\frac{1}{3}$ of the 1984 acre tract was worth say $375 more than it would have been without the improvement that is I estimate the improvement worth four dollars per acre deponent thinks the north third of this 1984 acre tract worth twice as much per acre as the South $\frac{2}{3}$ of same tract — north part worth about five dollars & the south part $2.50 per acre in a state of nature
crossd by Mr. Stanton

The improvements of Baughn, Gladhill & Brake all joine
crossd by Mr. Cole
says that taking the whole North $\frac{1}{3}$ it is worth 2.50 & 4.00 per acre & the South $\frac{2}{3}$ about $2.50 & $3.00 per acre & says by way of explanation that when he spoke of $5.00 acre he spoke of land on the creek only ~~further says not~~ — says he thinks M. Baughn had in 1832 about 50 acres of improvement — Wm Gladhill as much as 12 & A. Brake about 12 acres, cant remember how many fields M. Baughn had & further says not
Russell Culver

Samuel Carter being recalled says he meant in his former examination when spoken of the amount of improvement as 50 acres he referred to M. Baughman only — now says that he should think A. Beaker & Wm Gladhill had each an improvement on said lands in 1832 both amounting to say 25 acres making the whole improvement about 75 acres

Samuel Carter

Samuel Judy also being duly sworn says he has known the Geyques lands about ten or twelve years says he thinks the north ⅓ worth a dollar per acre more than the south ⅔ — the south part say $3.00 or $4.00 & the north say $4.00 or $5.00

Crossd by Mr Cole

Thinks he has been over all the lands but has not noticed about the lines, says that the back lands on the N ⅓ are not worth more than the South ⅔ — says he thinks the South ⅔ taking it together worth $3.50 some of it on the road has been sold for $4.00 ~~[illegible]~~ the 110 acres sold to R L. Broome by Geyques being worth one dollar per acre more than the average of the tract out of which it was sold

S Judy

Israel Carter also being duly sworn deposes & says he has known the lands in controversy about 27 years should not think that in 1832 there were 75 acres on these lands improved but have no distinct recollection about it — should not think Mr. Baugher had there more than 25 or 30 acres improved have not had as much knowledge in subject as L. Carter

cross Q by Mr Stanton

I am in my 70th year. Mr L. Carter near 40 I lived a little over a half one mile from Mr Mr Baugher Mr. L. Carter lived somewhere further off & something nearer than witness — I hardly think Mr. Baugher had 50 acres improved but he might have had Mr. Carter was some of the time living near me & was "skipping about" there a good deal more than I was

his
Israel X Carter
mark

Thomas Hurd being duly sworn says he knew the lands in controversy in 1832 I should think Mr. Baughers improvements were some 40 perhaps 50 acres taking Gladhills & all in I should think there were over 75 acres & should think the improvements on those 75 acres made the land worth some 7 dollars per acre more than it would have been in a state of nature — knows the lands & knows pretty well — should think the N ⅓ in a body in a state of nature worth $1.50 more per acre than the S. ⅔ also in a state of nature — I think the S ⅔ worth about $3.00 per acre & the north ⅓ worth $4.50

cross Q by Mr Cole

Thinks Mr Baugher in 1832 had 40 acres a mere of improvements & Gladhill 10 or 12 acres & Mr Brake 12 or 15 acres — Mr. Baugher had cleared I dont know how many (finally) think he had north of creek perhaps 20 acres cant tell how much. he had 4 fields S. of creek & just looking over it all I should say about 40 acres. am not positive

Quest by Mr Stanton

How much will it cost per acre to clear land by giving him for deading to become complete

Answer to deading is worth 33 cts per acre & $4.00 to clear it off & to fence with 1.00 per hundred to make & lay up rails in fence

Quest by Mr Allen

Were there any buildings on the land in 1832 & what were they worth

Ans. There were some buildings — cannot say what they are worth

Thomas Herds

Cyprian Lee of lawful age being duly sworn says that he was one of three persons who were called on by Lawrence Ashton to divide Survey No 4405 & that he did them & does now consider that division to be a just & equal division of said Survey & he makes the plat & return hereto fastened & marked X a part of this deposition by way of explanation of the manner in which the division was made

C Lee

Jeremiah Baughn being first duly sworn deposes & says he ought to be acquainted with the improvements on his father Mordecai Baughns land & other lands in the neighborhood to wit Gladhills & Brakes, & lands bot. of L. Ashton – thinks his father had about 40 acres improved & that Gladhill about 15 acres & Brake about ten acres says he is well acquainted with the lands of B. Jeffries in surveys 4404 about 1984 acres & that he thinks the natural quality of the lands about the same throughout & taking roads & all other natural advantages into consideration he would not make more than 50 cts difference in favour of the north third of the land & if the road was not there would not make any difference

crosd by Mr Allison

says he would not make any difference on account of the creek on north third because there is as good stock water on south part as north part – he is son of Mordecai Baughn & brother in law of Wm Gladhill & also of Adam Brake – says its worth 30 cts an acre to deaden & $3.00 to clear off after dead $1.00 per hundred to make & lay up rails. the other improvements buildings &c were nothing but cabins & do not consider them worth any thing – ~~there formerly lived in them~~ just a crib to the land. if there were stables – I guess there was one & perhaps more they would just cover a horse & that's all – there were two cabins occupied one by my father & the other by Gladhill –

J Baughn

Also at same time came Mordecai Baughn who being duly sworn says he is a son of M. Baughn the best was not living with his father 1832 hardly think there were improved on Mr B. land 40 acres & if I were to judge I should put them just at at more than 35 acres there might have been forty acres – think the lands of his father then worth about $2.00 per acre & ~~thinking~~ as it was then improved it (the 146 acres) was worth $4.00 per acre thinks his brother was pretty near right as to Gladhills & Brakes improvements – thinks the north ⅓ & S ⅔ of the 1984 acre tract are in a state of nature of about equal value & on account of the overflowing of bottoms the upland is of about the same value as the bottom land

Cross Ex by Mr Allison

says the road through north ⅓ increases the value of the land 50 cts a 75 cts difference over the value of the S ⅔ of same tract speaking of it according to my own estimate of relative value — I should think on north ⅓ there are 60 or 70 acres that is overflowed when there is a high freshet — still think ~~still~~ the bottom lands will sell for something more than upland — think that in 1872 Brake's improvement being pretty well worn out & badly fenced was worth little more than in "the green" Gladhill's improvement increased the value of his land perhaps $100. — perhaps Brakes increased by improvement $50. — have not been on these lands much for last 15 years — are a brother in law of A. Brake & Mr Gladhill

Resx by Mr Cole

says the road runs through the north ⅓ & something less than ¼ of a mile through the South ⅔ & taking every thing into consideration I should think there was about 50 cts or 75 cts difference in favor of N ⅓ — Brakes land in state of nature was in 1872 worth about $1.50 per acre & Gladhills $2.00 Brakes improvement of 10 acres would increase value of 144 acres tract 50 cts per acre & Gladhills perhaps 75 cts.

Mordecai Bonghan sy

Also at same time came John Arnwood being duly sworn says he was acquainted with the lands also spoken of in 1872 was not old enough to remember so well as some others — should not think Mr Bonghan had more than 30 or 35 acres improved — should not think much more than 30 acres — should think Gladhill had about 15 acres & Brake about 10 acres — thinks the 144 acres of Bonghan in the woods worth about $1.50 per acre at that time & unimproved as it was I should value at that time at about $3.50 — & taking Brake's improvement with 40 acres of wooded land it was worth there about $3.00 per acre & Gladhills at $3.50 Thinks taking into consideration all natural advantages & roads on the north ⅓ worth about 50 cts per acre more than South ⅔ — there is a run on S ⅔ & I have never known it to be dry — have seen it in dry times Thos. Hamond lives about a mile & 1½ miles from this land I live on the Ashton part on land called John Dexters

crossd by Mr Allison

says he is about 30 yrs old will be 20 20th pres. mo. I should think there is some on the 144 acre land below 50 + 60 acres improved I should think Gladdish improvement there increased the value of his land say 75$ Brooks say 40$ + Douglas ~~[illegible]~~ + Somelling ~~[illegible]~~ $150 – dealing with 20 cts after clearing for 2.50 to 3.00$ + rails lying up $1.60 – per hundred

Rexd by Mr Cole

Does not mean to say that improvements will sell for cost of making them

further crossd by Mr Allison

says the 662 acre land in state of nature would now be worth $5,00 per acre + 1/3 same

John his x mark Arnhood

Also at same time Cyprian Lee was recalled + further testifies that he was one who went out + helped to divide the land between the heirs of B. Geyers + L. Ashton does not recollect distinctly about it he was called on by Mr Lawson, we considered the land where the improvements were rather the poorest part of the land thought we made a pretty equitable division that was our intention at the time

Crossd by Mr Allison

Dont recollect distinctly but am under the impression that we were told that Ashton was to have an equal 1/3 in quantity when the improvements were made through two other lines + through a large slash ∴ lands on roads worth more in market than lands off of the road but the lands on the road I think is poor on west land is better than on creek. land on bottom is better than upland back land on N + S. part pretty much alike — as to present value of land north + south considering no improvements except roads I should not think there was 50 cts per acre difference think perhaps lands in that neighborhood worth say 2.50 to 3.00 per acre – have no accurate knowledge of present value of those lands

C Lee

James W. Evans being duly sworn says that he recollects of going out with C. Lee & A. Anderson to view these lands. I have not at any other time seen these lands particularly thinks without the creek & road he would prefer the South part [illegible] the [illegible] with the creek & the road as they are he would prefer the north part has not seen the lands since the town of Marysville – thinks the north part would sell for 50 cts per acre more than south part

crossed by Mr Allison & White

Have always lived by 7 miles from land – I have not such a knowledge as I would rely on to purchase – I would in about any case see the land before I bought

Geo W. Evans

Andrew Anderson being also at same time duly sworn says he was also with C. Lee & J.W. Evans in Aug of the lands in controversy. recollects that they examined the lands closely – thinks Mr. Bay owns lands adjt the point on south & taking away being into considerable extent unpatented. I think the South part of the best quality. ~~taking into consideration the adjacency~~ but in consequence of the road & creek ~~into consideration~~ the value would be about equal

crossed by Mr Allison

Have not a very distinct recollection of the description of the lands except on the road. Would think he would barely take a farm on South part thinks the fact of a road running through this land would probably make a dollar per acre difference – bottom lands are more valuable than up land – back land on both parts for large part pretty much alike – never examined this land but the once & then but one day taking time to go & return from [illegible] his place 4 or 5 miles from the land, got home late am not well enough acquainted with the relative value of these lands to purchase

~~Rud by Mr Beale~~

Andrew Anderson

John Stickney at same time having been also duly sworn says he is acquainted with the lands in controversy & has been for 14 or 16 years lived close by it knows about how & when the land was divided — thinks taking into consideration all advantages except improvements on the lands themselves would not make more than 25 cts per acre difference in favour of the north third — there is a road called alder run running across the S. W. corner of the Gregory land — Thos. Heard a good part of the summer drove his cattle on to this run on the Gregory land for water

crossed by Mr Allison

Bottom land with more than half land back land only N 1/3 not quite as good as on S 2/3 there is a road the whole length of the south on west side the N 1/3 has the advantage of the pike while the S. has not — I would not make more than 25 cts difference & that can count of pike. next May I shall be 26 years old

John Stickney

Jeremiah Vaughan recalled says that since 1872 nearly as much has been cleared as before about 75 or 80 acres cleared in all on his father's land 20 or 25 acres in one field cleared since & other fields of clearing enlarged

J Vaughan

Cyprian Lee being again recalled says, the land set to Ashley in 14404 is worth one dollar per acre more than the part set to him in No 14405

C Lee

State of Ohio Union County ss
Be it remembered that on the 16th & 17th days of January the above named witnesses were by me sworn to testify the truth the whole truth & nothing but the truth & that their depositions respectively subscribed by each were reduced to writing by me & were taken at the time & place specified in the attached notice

Jany 18. 1849

S. Francis
Spec Mag. Com

Union Com Pleas

William M Bangs
vs
Trustees Theol Sem.
Epis. Church

Answer in
Chy

Filed May 6th 1847
Johan Cassil, Clerk

6

Swan & Andrews

The Answer of William M Vaughn to the bill filed against him and others by the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio, pending upon the Chancery side of the Court of Common Pleas of Union County Ohio.

This Respondent saving &c answers and says:

He admits the issuing of the patent to the persons and for the lands mentioned in said bill. As to the names of the legal representatives of said patentees he knows nothing except what is disclosed in the records of this Court in Book 3 p. 495 &c being the record in the case of Mordecai Vaughn against the heirs and legal representatives of Captain Benjamin Graymes deceased. This Respondent makes said Record an exhibit in this case. and prays the Court to refer thereto as a part of Respondents title. The said Mordecai Vaughn became vested with title by virtue of the decree in said case of One hundred and forty four acres of said Survey No 4404. Said 144 acres is bounded and described as follows Beginning at an ash beech and red oak on the north line of said Survey, thence South 80° W. 156 poles to a white oak; thence S. 25 W 202 poles to a stake, witness two

hickories; thence S. 65° E. 80 poles to two sugar trees and an ash; thence North 20° E 170 poles to a stake on the N.E. bank of the creek, witness a swamp beech and sugar tree; thence N. 80 E. 94 poles to a stake near a dogwood and red elm in Massies line; thence with that line N. 11 W. 69 poles to the beginning.

Said decree and conveyance was prior to the pretended a alleged conveyance by said Abraham B. Hoor to the complainants; the said decree is in full force and unreversed as against the said Hoor and the other parties to the same.

The consideration for said land is as Respondent believes truly stated in said case above referred to; and said Mordecai (believing he would fortify his title to said 144 acres which he held by virtue of a tax title which conveyed to him the whole of said Survey No 4404 and in which he had been in possession for about 30 years,) conveyed his title under said tax title, for the conveyance by said patentee as their legal representatives of all their estate and title in said 144 acres. If said Mordecai did not by virtue of the proceedings above mentioned obtain all the estate and title as well of said Ashton as said patentees and those deriving title under them to said 144 acres then the agreement made with them by said

Mordecai through said Ashton has not been performed.

On the 2d June 1842 the said Mordecai by deed duly made and acknowledged conveyed to Respondent in fee simple said premises above bounded and described except 22 acres thereof which will fully appear by reference to said deed herewith filed marked (A)

This Respondent by virtue of said deed is clothed as his agent as follows with all the rights both legal and equitable, the take title and liens of said Mordecai on said Survey 4404, &c; the said Mordecai however still holds said 22 acres under and by virtue of said decree.

On the 27 June AD 1842 Respondent purchased from Laurence Ashton and said Ashton then conveyed to him in fee simple by metes and bounds the following part of said Entry No 4404 described as follows: Beginning at a stake witness two hickories; thence S. 25 W. 64 poles to a hickory, elm and smale burr oak; thence N. 80° E. 98 poles to an ash on sugar tree; thence N. 25° East 8½ poles to a stake, witness, an ash; thence N. 65° W 80 poles to the beginning containing 18 acres and 40 poles. The deed therefor is herewith filed marked (B) Said purchase was made in good faith and the consideration fully paid

On the 17th day of April 1844 Respondent with one John Dixon Jr. purchased from said Ashton through R. L. Broome his

Agent and then entered into an agreement for the premises and upon the terms &c set forth as described in the paper herewith filed marked (D) and made part of this answer which is a copy of the original agreement.

The Respondent has made large lasting and valuable improvements upon all of said premises so conveyed and agreed to be conveyed to him.

The said Ashton derived title to said premises in the manner set forth in the recital above referred to. His powers and rights in the premises will more fully appear by reference to the power of Attorney and Contract herewith filed marked (3) (4) Partition was had of Ashtons interest as set forth in the original paper herewith filed marked No (5)

The rights of Ashton in said Surveys and his title thereto in case the said patentees and those ~~under whom~~ claiming under them could repudiate his title to said three will in part appear by reference to the deeds herewith filed marked No. 1. & No. 2. besides liens on said premises for taxes paid and expenses incurred in and about said surveys amounting to a large sum (as how much respondent cannot ascertain at this time) ~~to wit five thousand dollars~~ and the right to which Respondent and those who claim title under said Ashton are entitled as assignees of said Ashton. The said Ashton is insolvent as Respondent is informed and verily believes

Said Partition was had as Respondent is informed and believes (and therefore so charges the fact to be) by and with the Consent of the Said patentees and those claiming under them and their Guardians &c, and they the Said Geymes and others have visited Said lands, and visited this Respondent and others occupying said land, since said partition, and have expressed their assent and satisfaction with said division saw the improvements making and made by respondent and neither claimed or intimated any claim to said land so partitioned to said Ashton and said Mordecai. Respondent has paid to the said Mordecai before he paid the taxes on said land by them respectively claimed as aforesaid.

The partition aforesaid Respondent has been informed & believes was made under the order of the Court of Common Pleas of Union County and that the same was omitted to be entered by neglect of the Clerk of the said Court.

Respondent knows nothing of Complainants title.

There are sufficient lands in said survey both in quantity and value still owned and remaining unconveyed by said patentees and their legal representatives, to fully satisfy the alleged claim of the Complainants and without disturbing this respondent and those claiming under

said Ashton.

Respondent insists that a joint bill cannot be sustained against him and the other defendants.

And all the other matters set forth in said bill not herein fully answered this Respondent requires and insists upon full proof thereof he this Respondent being ignorant and therefore unable to admit or deny the same

And having fully answered he asks to be hence dismissed &c.

Swan V Andrews
Solr for Resp

The State of Ohio
Union Cty ss

Before me personally appeared William M'Baugh who makes solemn oath that the matters set forth in the above answer as derived from the information of others he believes to be true; and that all the other matters set forth in said answer are true in substance and in fact

Wm M. Boughan

Sworn to & Subd
in open Court this
7th May 1847

John Lapsley Clk

Union County

R S Broome
ats
Kenyon College

7

Filed May 7. 1847
John Cassil Clerk

Wm V Rodgers

And the said Robert S. Broome by leave of the Court for that purpose first had and obtained further answers said bill and says:

That said partition and division to said Ashton of his third of said premises was made as he has been informed and believes by the consent of the legal owners of said survey given previous to and at the time of said division; that William Lawson Esq. acted as the mutual attorney of the said Ashton and said patentees and their legal representatives; that several of said heirs (but names of all he cannot recollect) amongst other were George M. Grymes, Custis Lafayette Washington Grymes Jr. — Meade came in from Virginia some time about the year _____ and visited said survey No 4404 and were acquainted with said division and the claim of said Ashton under it and the claim of purchasers under said Ashton then in possession, and expressed their satisfaction and concurrence in said partition.

The said Ashton under said Contract marked annexed to the answer of William M. Baugh expended large sums of money amounting in the whole to many hundred dollars as Respondent is informed and believes in and about the redeeming said Survey from tax sales, tax claims, taxes interest and penalties, and paying attorney for professional services in the premises, and procured various deeds and conveyances to himself of tax titles.

If the Complainants or others ~~do not~~ insist upon resisting the same title of said Ashton in the premises and the Court determine that same title is not valid as against any party to this proceeding, then such party Respondent

claim shall in no way benefit by the services expenditures & tolls of said Ashton but said Ashton & those who claim under him shall be permitted to set up the title of said Ashton and the liens penalties & interest to be acquired by said Ashton by assignment deed or otherwise.

Respondent further answers and says that said Ashton has conveyed & agreed to convey by title bond, all the said lands so decided & set off to him in said Survey No 4404 and the purchasers are in possession and have made improvements (lasting and valuable as Respondent is informed and believes) upon the premises.

Besides the persons named as defendants to said bill who have title or claim by purchase under title bond from said Ashton there are the following persons namely: James H Hornbeck, Mordecai Baughm & William Gladhill whose title and claim of title &c will more fully appear by the exhibits herewith filed marked (CC) (dd) and (EE) (ff). Said Ashton was indebted to Respondent & he received said purchasers notes in payment & discharge of the indebtedness of said Ashton to him.

Respondent asks to be hence dismissed with his reasonable costs.

Robert L Brown

The State of Ohio
Union County ss } Before me personally appeared Robert L Brooms who being duly sworn says that the matters set forth in his above answer stated for the information of others he believes to be true as all the other several matters are true in substance and fact

Robert L Brooms

Sworn to and subd this day of May A D 1847

James Lawrence J.P. in & for said county of Union

$4.50 per acre: The tract of land mentioned in said order as the property of Alexander Pollock, containing 100 acres. $3 per acre: The lot of land mentioned in said order as the property of S. P. G. Brown containing 73½ acres. $3 per acre.

In testimony whereof as well I the said Special Master, as the inquest aforesaid have to this appraisement set our hands and seals on the day and year first above written.

S. Finch Special Master (Seal)
James Turner (Seal)
Wm H. Frank (Seal)
J. M. Welsh (Seal)

A true copy of the original
S. Finch Special Master
April 24th 1850

Kenyon College
vs
Gaynes Heirs et al
Copy of Appraisement

Filed April 24, 1850
James Kirkpatrick Clk

The State of Ohio. Union County ss.
An inquisition taken at and in the County of Union, in the State of Ohio, on the 22nd day of April A. D. 1850, before me Sherman Finch Special Master Commissioner appointed by the Court of Common Pleas in and for said County;

Whereas such proceedings have been had in said Court, in the Case of the Trustees of the Theological Seminary of the Protestant Episcopal Church of the Diocese of Ohio, against George N Gruyness et al; that a decretal order of said Court was issued to me bearing date on the 20th day of April 1850, directing me to expose to public sale the real estate in said Court hereinafter mentioned; and thereupon I called legally an inquest of three disinterested freeholders resident within said County, to wit: James Turner, James Welch and William H Frank, and the said James Turner James Welch and William H Frank being duly sworn to appraise the said real estate hereinafter mentioned (being the same mentioned in said order) make return and say upon actual view of said premises, forthwith after such view, that the said premises are of the real value in money as follows: The lot of land mentioned in said order as Lot No. 1 of Survey No. 4404 containing 520 acres $3. per acre: The tract of land mentioned in said order as Lot No. 4 in Survey No. 4405 containing 132 acres $3. per acre: The tract of land mentioned in said order as Lot No 5 in said Survey No. 4405 containing 138 acres $3 per acre: The lot of land mentioned in said order as Lot No. 2 in Survey No. 4404 containing 132 acres $3 per acre: The lot of land mentioned in said order as Lot No. 2. in Survey No 4405 containing 50 acres $3. per acre: The lot of land mentioned in said order as Lot No. 6 in Survey No. 4405. Containing 130 acres $2. 62½ per acre: The lot of land mentioned in said order as Lot No. 6. in Survey No. 4404 containing 110 acres $5. per acre: The lot of land mentioned in said order as Lot No. 4. in Survey No. 4404 containing 56 acres $3. per acre: The lot of land mentioned in said order as the property of Winthrop Chandler containing 75 acres $3 per acre. The tract of land mentioned in said order as the property of Holdridge Chidister, containing 102 acres.

Served this writ personally upon all the within named witnesses January 15. 1849
Fees – mileage 60
Service 87½ = $1.47½
Philip Snider Sheriff

Plaintiff
vs
Jesse Knight et al
Writ of

18 5/5 1/5

1.47½
.57½
1.85

The State of Ohio Union County ss

To the Sheriff of said County greeting

You are hereby directed to summon Samuel Carter, Israel Carter, Rufsel Colver, Jacob Crabood, Samuel Turner, Thomas Hurd, and Saml Inly

to be & appear before the subscriber special Master Commissioner in Chancery in case of the Trustees of the Theological Seminary of the Protestant Episcopal church in the Diocese of Ohio against George N. Guymes & others, & Chancery in Union Common Pleas, on the 16th day of January 1849 at 1 o. clock P. M. at the Clerks office in Marysville in said County to be examined as witnesses in the above named case Hereof fail not under the penalty of the Law

Witness my hand & seal this 12th day of Dec 1848

S. Finch (L.S.)
Special Master

Served this writ personally upon the within named Wm L. Gibson Oct. 24. 1849 fees demanded which were not paid. Fees = mileage 25¢
Service 12½
Philip Snider Sheriff

State of Ohio Union County ss

To the Sheriff of Union Co. Greeting

You are hereby required to summon Wm L Gibson to appear before me forthwith then to be examined as a witness in the case of Truman Cobb vs. B. Gregney, his & others in chancery & return this writ to me

Oct. 24. 1849

S. Finch

Mast Cora

Kenyon College
v.
Robert L Broome

Additional
Answer of R L Broome

Filed June 29, 1848
John Cassidy Clk

S & A

130 acres in Survey No. 4404 sold for taxes on the 28 day of Decr. 1840 to ~~B~~ Wm M. Baughn for the sum of

	$ 9.61
certificate	10
Tax of 1841	6.66
" " 1842 on ~~130~~	4.55
" " 1843 ~~130~~	8.34
" " 1844	4.25
" " 1845	6.85
" " 1846	7.80
" " 1847	2.69
	$ 50.85
50 per cent	25.42
	76.27
	66.03
	142 30

200 acres in Survey No. 4404 sold for taxes on the 12 day of January 1846 in the name of Benj Grimes' heirs for the sum of

	$ 25.13
Simple tax for 1846	15.45
" " " 1847	3 44
	$ 44.02
50 per cent	22.01
	66.03

John Johnson Auditor of Nueces Co

108
24
162
265
235
102
180
180
1052
2338

100
922
911

Grimes.

Questions Estate What they said in Relation to the heirs of being satisfied with the partition of the land, of sd Grimes answer, they state to me that the heirs was all satisfied. As to the partition, at that time I Bought of R K Reed who Representated him self to me as one of the heirs of said Benjamin Grimes one hundred and ten acres of Land. further this Deponant saith not

B. Welsh

I James Lyons a Justice of the peace of the in and for the Township of Paris in the county of Union Ohio do hereby certify that the within named Joshua Judy and B Welsh 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 10 day of April in the year A.D. 1849

James Lyons
Justice of the peace

Fee Bill

J Lyons	Justice	$ 50
J Judy	witness	50
B Welsh	ent	50
		$1.50

Fees paid James Monbach

Depositions of witnesses taken in a Cause pending in the Court of Common Pleas. of Union County in Chancery. setting Wherein The Trustees of The Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio is Plaintiff. And George N Grimes. and others are Defendants And for said Defendants. in pursuance, of the Notice hereto Attached and at the ~~time~~ And. place therein Mentioned, and the Defendants by their Attorney J C Doughty were present

Joshua Judy of the County of Union of lawful Age, being first duly Sworn, deposes as follows.

Question by Defendant

State if you are acquainted with the heirs of ~~Benjamin~~ Benjamin Grimes. if so State what you know about their acquiescing, in a portition of the land of ~~Benjamin~~ Benjamin Grimes and about the time;

Answer. I cant say that I am personally acquainted with the heirs of Benjamin Grimes I have seen George N Grimes & Curtis Grimes who was in Union Count some time in the year 1842. at that time they proposed selling their interest in the Land of Benjamin Grimes. Expressing no dissatisfaction as to the interest of Lawrence ashton or his former proceeding in the premises

In relation to the division made by said Laurence Ashton

Question is this all that you know on relation to their assent to the division of the said ~~Ashtons~~ Lands,

Answer by same it is and further this Deponent Deposes not

Joshua Judy

Also at the same time and place Bill Welsh of the County of Union of Lawful age being first duly sworn as hereafter certifies Deposes and says

Question by Defendant

State what you know, in relation to the heirs of Benjamin Grimes disposing of their interest in the ~~Grimes~~ lands. When it was and you are acquainted with the heirs of ~~Ashton~~ Benjamin Grimes.

Answer there was some time in the fall of 1844 ~~three~~ two men here in Marysville Union County Ohio who said they were the heirs of said Benjamin Grimes their names was George A Grimes Curtis Grimes ~~& B K Grimes~~, they stayed with me they stated that they went on to the lands of said Benjamin Grimes to make partition of said Land which they said they had done on their return they Remain at my home about one week waiting as they said for Mr Cumming. Cumming did not come. they left saying they would see Mr Cumming on their return home

Kenyon College

v

B. Freymesheim
and others

3d Report of
Master

Filed November 21st 1849
James Kirkpatrick Jr Clerk

~~19~~
20

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

The undersigned special master respectfully submits this his third report in case of Kenyon College vs. Heirs of B. Gregory & others as follows

1st As to the claim set up in this case by Llewellyn M Gregory That in 1838 said Gregory purchased of the devisees of George Lewis dec'd ~~the northeast half of~~ survey No. 10064 in U. Military district in Hardin County O. through Lawrence Ashton their agent, that said Lewis representatives seem to have had the equitable but not the legal title to said lands & the conveyance by said Ashton as agent was not in legal form

That afterwards in July 1839 said Ashton executed & delivered to said Gregory a deed of conveyance of his equitable title to the lands in the bill in this case described & at same time executed interchangeably with the said Gregory a written agreement explanatory & limiting the effect of said deed. a copy of which agreement is hereto attached & made part of this report & marked exhibit A.

That since the filing of the bill in this case the defendants who purchased the last named lands of said Ashton, have taken steps to perfect the title to said Hardin County lands & depositions have been taken by both parties & after argument before the Master the matter was compromised between the parties as stated in the decree in this case submitted herewith

Exhibit — A.

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

Concord Ohio July 15 1889

Lawrence Ashton

L. M. Gruber

The master finds due from the following named persons purchasers from Laurence Ashton the sums set opposite their names as balances of purchase money for the lands in first report & Plat therein exhibited described, to wit,

James Hornbeck	$27.00
George Hornbeck	40.00
William M Baughn	29.00
Holdridge Chedester	227.00
William Gladhill	40.
Winthrop Chandler	217.00
Total due for land	$580.00

That this amount is a lien (each sum on each tract) & should be first paid & applied on the excess of value of the lands appropriated by Ashton in Surveys numbered 4404 in bill described and that the balance of said excess (to wit $900) is in equity chargeable upon their lands in the hands of said purchasers from Ashton, (with the exception of the tract of 144. acres heretofore by this Court decreed to said Mordecai Baughn) in proportion to the lands owned by each

But the master finds from the evidence that George N. Graymes owning one undivided fifth of all these lands, Washington L. C. Graymes owning one twentieth of the same & Jane Mead & her said husband owning also one twentieth of the same have acquiesced in the said division of these lands made by said Ashton & therefore not entitled to any portion of said nine hundred dollars $\frac{1}{5} = \frac{4}{20} + \frac{1}{20} + \frac{1}{20}$ equals $\frac{6}{20}$ six twentieths — Six twentieths of 900 $ is $270 which deducted from $900 leaves $630. to be actually made off of this land — From this amount deduct the sum

sum so found due on purchase money $580 leaves $50.+ still a charge on these lands in the following proportions, to wit,

Owners names	No. of acres	cents
James Hornbeck	64.	$6.70
George Hornbeck	40	4.20
William M Baughn	51.	5.35
Holdridge Chidester	102	10.71
William Gladhill	53	5.56
Winthrop Chandler	75	7.87
Adam Brake	54	5.67
George M Ilfish	40	4.20
Total		$50.+

The master therefore finds due in all from the following named persons the sums set opposite their names respectively

James Hornbeck	$33.70
George Hornbeck	44.20
William M. Baughn	34.35
Holdridge Chidester,	207.71
William Gladhill	45.56
Winthrop Chandler	224.87
Adam Brake	5.67
George M Ilfish	4.20
Total charge on land	$630.+

which sum is in each case a lien on the lands in part Report & plat therein of "Subdivision of the part of Surveys 4404 & 4404 set to L. Ashton, marked & described but 33. acres of the 51. set herein opposite the name of William M. Baughn is on said plat marked "Dexter & Baughn"

Of this gross sum of nine hundred dollars two fifths belong to the complainants ——— $ 360.
One fifteenth to Virginia wife of Henry T. Washington = 60
one fifteenth to Wm F. Grymes ——— 60
one fifteenth to Thomas J. Grymes ——— 60
one ~~twentieth~~ to Louisa wife of Edgar Chandler ——— 45
one fortieth to George W. Tennant ——— 22.50
one fortieth to Hugh M Tennant Jr ——— 22.50
Total to be collected $ 630.00

which increased by the amount that but for the acquiescence of George N. Grymes = $180
to Meade & wife = 45
to W. L. G. Grymes = 45 = $270 would have made up the amount of said deficiency in value of lands left by Ashton for Grymes heirs & assigns

The Master finds that the amount above reported to be due from William M Baughn has been reduced to judgment in the name of said Robert L. Broome plaintiff in docket of Miles H. Wadham J. P. of Liberty township & that said Broome ought to be perpetually enjoined from collecting the same — The Master also finds that the amount found due from said Winthrop Chandler for purchase money of his land is secured by mortgage & notes given not to said Ashton but in name of said Broome which mortgage is recorded in B. G. P. 322. of Books of Records of the County of Union — that this money is also in equity due to said Ashton & liable to be applied towards making up said nine hundred dollars & that the payment of the same in this suit should be a satisfaction of said

mortgage and that said Broome should be perpetually enjoined from all attempts to collect any of said debts so as aforesaid found due for purchase money all which is respectfully submitted

By T. Finch
Special master

Fees of Special master for services in this case to this time $125.00

Hanger Coll.
vs
J. Ashton et al.
Report of Master

Filed April 17th 1848
John Cassel clerk

10

Mr Finch

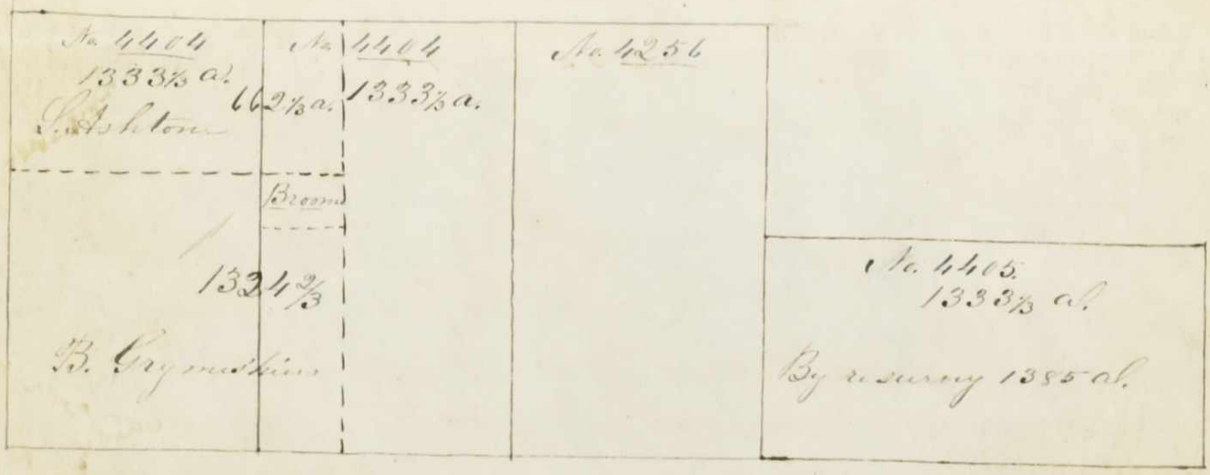
The Trustees of the Theological Seminary of the Protestant Episcopal Church in the diocese of Ohio
vs.
George W. Grymes et al. heirs of Capt. Benjamin Grymes decd. et al.

In Chancery
Union
Com. Plas.

The special master reports as follows.

I As to the condition of the title to the lands in controversy.

That on the 1st of Feb. 1813 three patents from the Pres. U. S. A. to the heirs of B. Grymes decd. for the lands in bill described were issued as stated in the bill, each for the same quantity to wit 1333⅓ acres of land two of them being each numbered 4404 and the third 4405 as imperfectly represented below.



That the locator Henry Massie had contracted with the said ancestor of the patentees to locate these three surveys for one third of the land and that afterwards he procured a decree of this court assigning him the east thousand acres of the eastern survey No. 4404 as his third of these surveys.

That these two surveys instead of containing 2666⅔ acres in fact contained 2987 acres which left to the patent or 1987 acres in these surveys and the whole of

1

Theological Sem. &c.
v
Grymes et al. } In Ch

On motion of the complainant it is ordered that this cause be referred to Sherman Finch Esq. as Special Master to take testimony &c and report upon the following matters at our next term:

I The State of the title to the lands in controversy in this cause

II Whether Sara Ashton has disposed of more than his contract share in quantity or value; and if he has who of those to whom he has sold should be affected thereby and how and to what extent.

III Whether the said Complainants have title and to what extent and how far their title can affect the purchasers from Ashton or others who claim by notes & bonds

IV The rights and liens of those who have ~~been~~ paid taxes on the premises or who have obtained tax titles ~~[illegible]~~

V How far any of the parties have acquiesced in the claims of those who hold by notes and bonds

VI What are the legal and equitable ~~rights and legal~~ rights of the parties in the premises

The finding of the Master to be subject to exceptions &c.

And this cause is continued

The Trustees of the Theological Seminary of the Protestant Episcopal Church in the diocese of Ohio — In Chancery

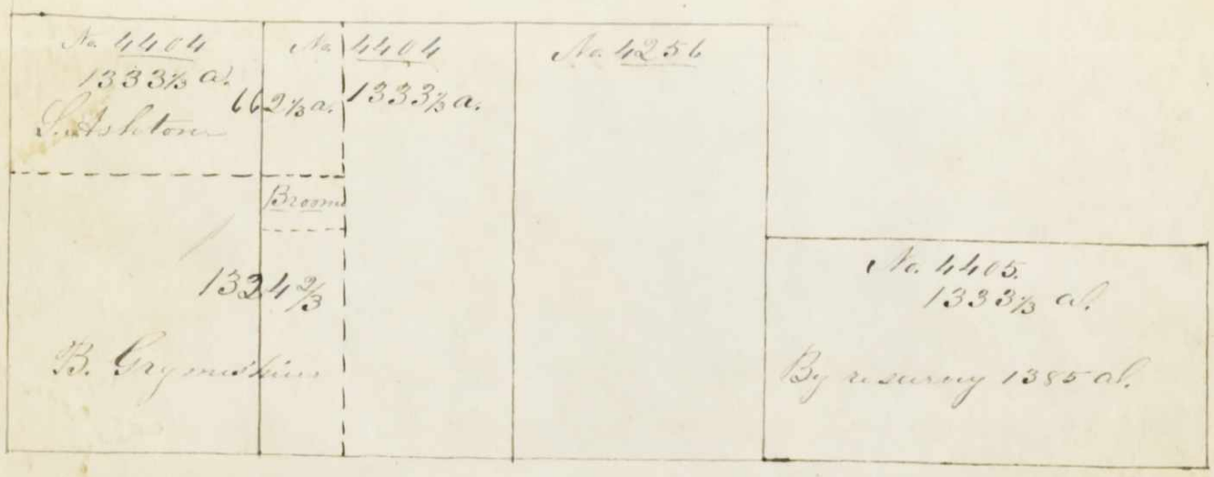
vs. — Union

George A. Grymes et al. heirs of Capt. Benjamin Grymes decd. et al. — Com. Plea

The special master reports as follows.

I As to the condition of the title to the lands in controversy.

That on the 1st of Feb. 1813 three patents from the Pres. U. S. A. to the heirs of B. Grymes decd. for the lands in bill described were issued as stated in the bill, each for the same quantity to wit. 1333⅓ acres of land two of them being each numbered 4404 and the third 4405 as imperfectly represented below.



That the locator Henry Massie had contracted with the said ancestor of the patentees to locate these three surveys for one third of the land and that afterwards he procured a decree of this court assigning him the east thousand acres of the eastern survey No. 4404 as his third of these surveys.

That these two surveys instd of containing 2666⅔ acres in fact contained 2987 acres which left to the patent ees 1987 acres in these surveys and the whole of

No 1465 which in fact contained 1385 acres.
That some thirty years ago Mordecai Baughn went into possession of 1800 acres of said 1987 acres tract as a squatter without title or claim and made improvements thereon.
That in 1828 about 1333⅓ acres off the north part of said 1987 acres were bought at tax sales by said Mordecai Baughn and at the same time about 922 acres of survey 1465 was also sold for taxes to James Sullivan and the remainder about 411 acres to one Silas G. Strong of Union County.
That on the 7th of June 1832 and after said Mordecai Baughn had made some farther improvements on a part of the land so bought by him for taxes Lawrence Ashton one of the defendants entered into the contract made and exhibited in the answer of Wm. M. Baughn, marked "4" with Abram F. Hove, William F. Hove (owning one fifth of the lands) John Stewart (whose wife represented and owned one fifth) George N. Grymes (one fifth), Henry L. Washington (whose wife represented one fifteenth) and Edgar Snowden (whose wife represented one twentieth ($\frac{1}{20}$) of said lands) by which said Ashton agreed to recover their lands and the other party agreed "to convey to him therefor the one third of all the land said Ashton might succeed in recovering" the recovery &c to be at the usque and expense of said Ashton.
That afterwards on the 5th of July 1832 said parties (except said Snowden) executed a power of attorney to said Ashton to enable him to recover said lands made an exhibit in answer of said William M. Baughn and marked "3"

That on the 20th of September 1832 said Ashton made a written contract with said Mordecai Baughn reciting that he said Baughn had bought 133⅓ acres of said land for taxes (as herein above stated) that he had taken possession of 144 acres of it describing it by metes and bounds and binding said Ashton to convey said 144 acres to said Baughn and binding said Baughn to release the remainder of said 133⅓ acres to said Ashton and said Baughn also bound himself to pay said Ashton $70. in two years after said Ashton had conveyed said 144 acres to him as aforesaid.

That on the 13th of July 1839 said Ashton conveyed all his interest in all these lands to Llewellyn M. Grymes (see B. 7 P. 369) — That on the 19th of May 1840 M. Baughn filed his bill in chancery in this court against said Ashton and Grymes — the heirs of said B. Grymes dec'd. for specific performance of said contract and praying that said conveyance to said Grymes might be set aside as fraudulent and void and that at the April term of this court 1841 ~~Lawrence Ashton~~ a decree passed against the defendants setting aside the said conveyance to said Grymes as fraudulent and void and decreeing that the complainant M. Baughn hold said 144 acres in severalty (B. 3. P. 495) — That M. Baughn ~~held said 144~~ on the 1st of May 1841 released all his interest in the remainder of the lands so by him held for taxes to said Ashton (see B. 9 P. 113) in pursuance of said agreement with Ashton, that said Ashton in this and no other manner redeemed 133⅓ acres of said

survey 4464 —
That on the 27th and 28th of July 1841 Lawrence Ashton caused said survey 4464 except the 100 acres thereof set off to A. Massie for locating to be surveyed and the north third to wit 662/3 acres to be set off to him and the south two third to the representatives of B. Grymes as appears by exhibit to Wm. M. Baughn's answer marked "5" — That Ashton by R. L. Broome his agent and attorney in fact then proceeded to sell the remainder of said 662/3 to various persons as stated below and represented in the plat on next page of this report — to wit

	(a.)	rods
To Mordecai Baughn Aug. 30th 1841 (B. 9 P. 387)	35 —	130
" William Gladhill Oct. 30th 1841 by bond and since deeded		
" Wm. M. Baughn	15 —	152
" James H. Hornbeck (by bond) 6th Nov. 1841	22 —	00
" Adam Brake Dec. 14th 1841 (B. 9 P. 191.	54 —	00
" James H. Hornbeck (by bond) Sept. 17th 1842	42 —	00
" Goldridge Chidester Jan. 1st 1842 (B. 8 P. 504)	102. —	31
" M. Baughn Jan. 27th 1842 (B. 8 P. 510	18 —	40
" Mc. Alfish Sept. 27th 1843 (B. 9 P. 297)	40 —	00
" Wm. M. Baughn & John Dixon (bond) Apr. 17th 1844	33 —	70

" Winthrop Chandler (suppose to be deed) mortgage dated April 28th 1844 is recorded (B 9 P. 322) deed not recorded ~~75 — 00~~ on this mortgage there is due about $200.

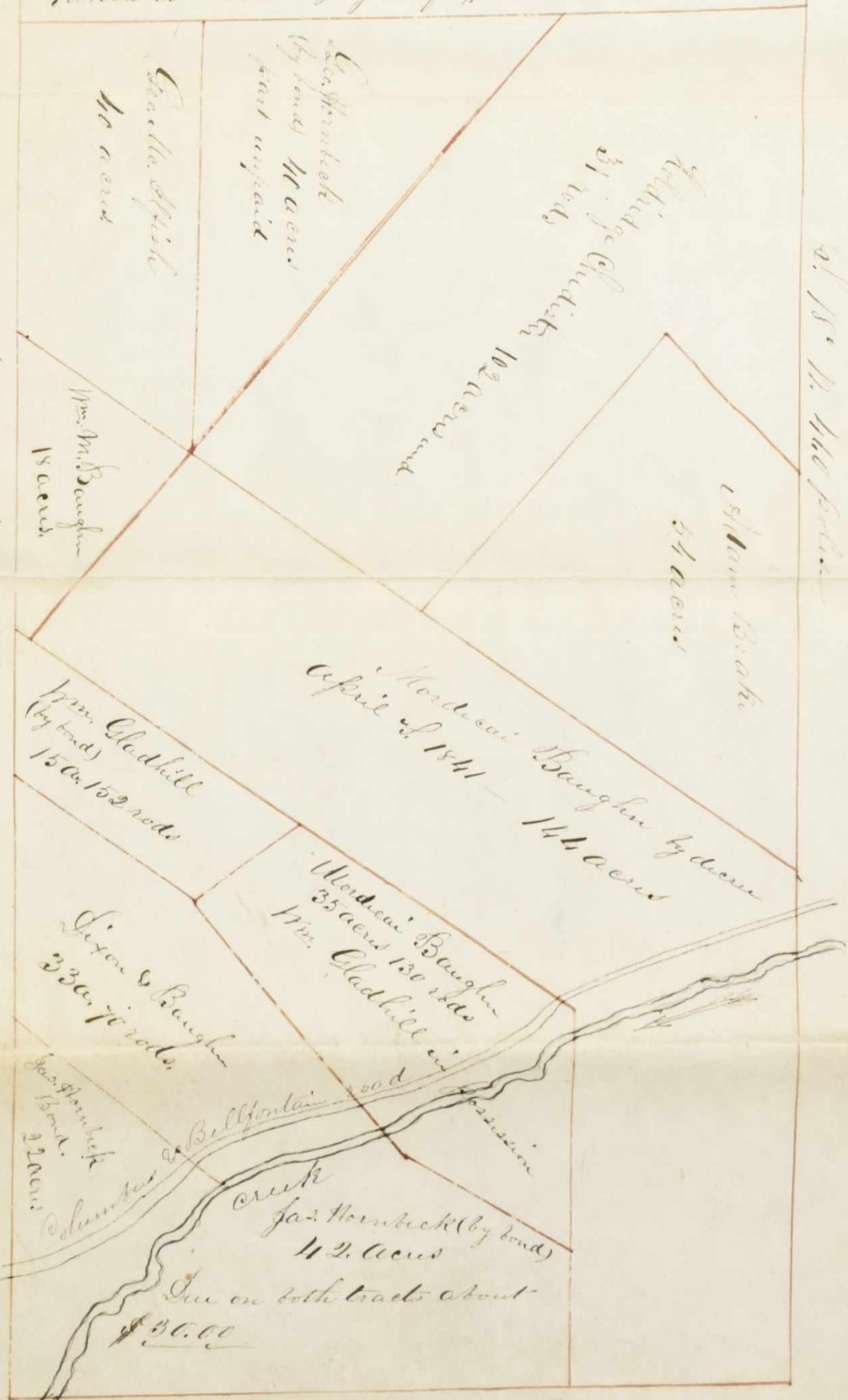
" George Hornbeck (by bond date not known) 40 acres (the said Chandler & George Hornbeck are not made defendants) ~~142 a.~~

Which conveyances and bonds together with the said deed in favor of Mordecai Baughn for 144 acres covers the whole of said 662/3 acres set to L. Ashton as aforesaid —

6

N. 9° E. 226½ poles

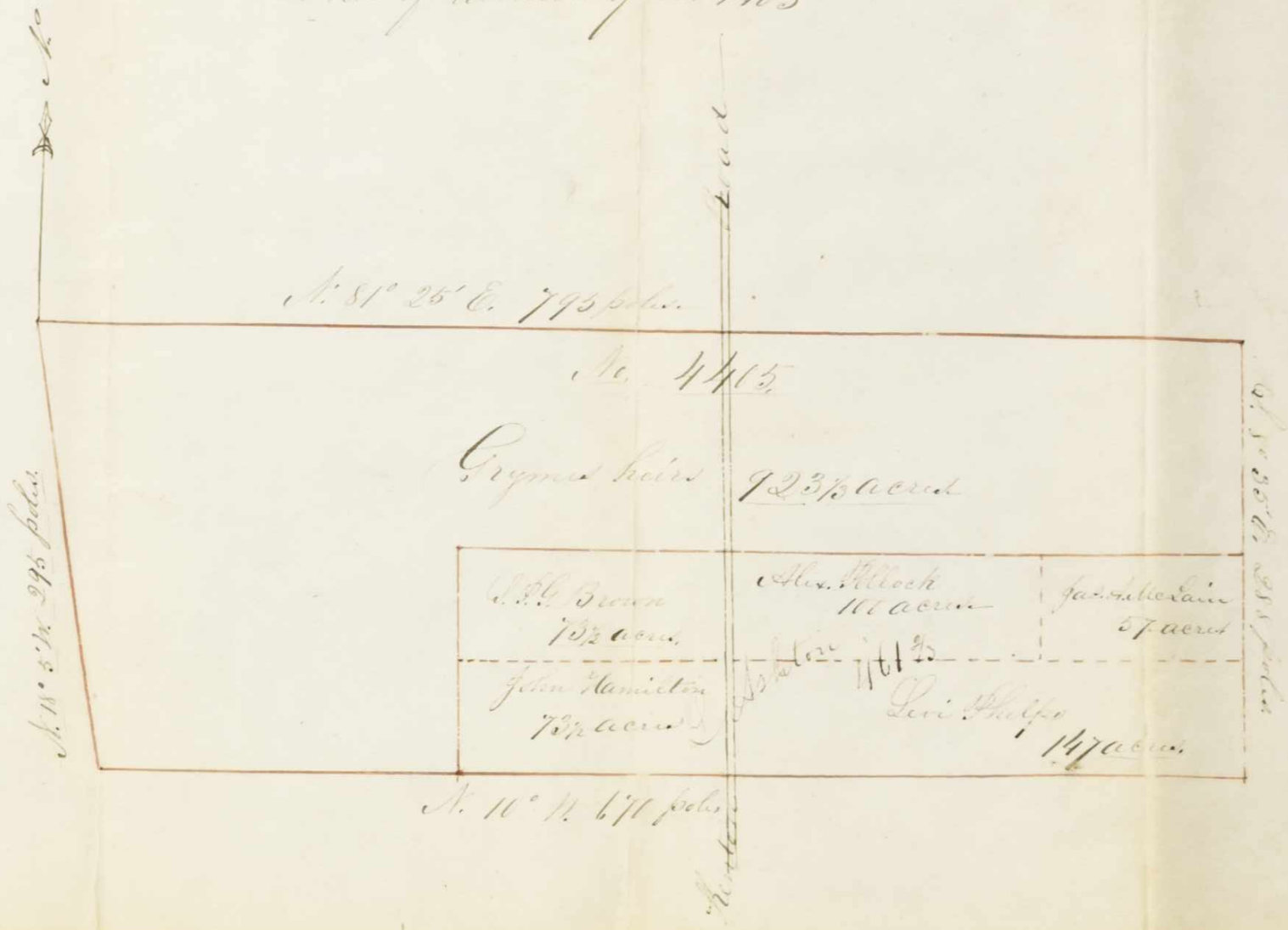
Winthrop Chandler 75 acres
Deed given 22nd Apr. 1844 & Mortgage
taken to secure payment of $200.



N. 11° W. 226½ Poles

Whole tract of land containing the part of adjoining No. 11 & 12 Section
N. 18° W. 116 Poles
N. 18° W. 117½ Poles

Plat of division of No. 4405



That in 1828 922 acres of survey no. 4405 were sold for taxes to James A. Cary and that in April 1833 Cary assigned the certificate to J. Ashton who afterwards procured deeds therefor from the Auditor of Union County. That Levi Phelps furnished one half the money required to redeem ~~to redeem~~ the same and Ashton contracted to convey to him an undivided sixth of the lands so redeemed and afterwards at the May term of this Court in the year 1840 said Phelps filed his bill in Chancery in this Court against said Ashton, B. Grymes' heirs and said Grymes for specific performance of said agreement by Ashton and to set aside said conveyance from Ashton to Grymes and obtained the relief prayed for. (See Record Book 3rd Page 489.) That on the 13th of July 1847 said Ashton in pursuance of said decree deeded to said Phelps in severalty 157½ acres of said survey as marked in the plat of said survey attached hereto as part of this report.

That on the 1st of Aug. 1838 said Ashton (having previously borrowed of said Alexander Pollock about $100. for the purpose of redeeming said 922 acres) conveyed to said Pollock 110 acres of said survey undivided ~~for~~ in payment of said borrowed money (B.7. P. 342)

That on the 2nd of Oct. 1841 said Ashton conveyed to J. A. McLain 57 acres undivided (B.8 page 347).

That on the 18th of Dec. 1841 said Ashton deeded to A. Pollock (B.8. P. 372) by metes and bounds 147 acres the north half of which by mesne conveyances is now vested in one W. P. G. Brown and the south half in John Hamilton (neither of whom are parties to this suit) as marked in said last named plat.

That on the 24th of July 1841 said Levi Phelps at the request of said Ashton resurveyed survey No. 4405 and set off to said Ashton 461½ acres of said survey

in the S. E. corner as represented in said plat leaving for said B. Grymes his the remainder thereof 923⅓ acres as there shown.

That said Ashton also redeemed of S. G. Strong said 111 acres of said last named survey but at what price or in what manner he paid for the same does not appear, but it does appear that said Ashton has allotted to said Willis his 111 acres deeded as undivided and also to said James A. McClain his 57 acres as represented in the plat of said last named survey.

As to the title of complainants.

The master reports that William S. Hore and Abram Hore owned each an undivided half of the said survey, that Wm. S. Hore died intestate and without issue leaving said Abram Hore his sole heir and that afterwards on the 30th of Oct 1844 conveyed his interest of one undivided fifth of said lands to the complainants (B. 9. P. 617) and that Martha C. Grymes (who had intermarried with John Stuart and whilst his widow) on the 9th of April 1845 conveyed all her interest (which was an undivided fifth thereof) to the complainants (B. 9. P. 618). These deeds to complainants recite that they are made subject to contract with locator and to contract of parties (including the said husband of said Martha). These two conveyances then operate to vest in the complainants precisely the interest of the several parties grantors at the respective dates of the deeds which together amounted to two undivided fifths of said lands limited as aforesaid.

As to present tax title &c.

The master reports that in Dec. 1845 John Cassill bought at sale of forfeited lands 947 acres of survey 4465 for $135.25

Paid taxes of 1846 $42.45
" " " 1847 18.66
and that he is entitled to 100 for certificate and interest of amt. paid and not to penalty of 50 pr. Cent. on the same as he claims.

That on the 12th of of January 1846 said Cassell also bought at sale of delinquent lands 97½ acres of survey No. 4404 for the sum of $12.00
Paid taxes of 1846 14.94
" " " 1847 13.27
for certificate 10
Interest to be charged — and that he is not entitled to 50 per. Cent. (as claimed) ~~claimed~~ on the amount so paid by him.

The master reports further on this subject that the said amount of taxes are a lien on said lands and chargeable two fifths thereof to complainants and three fifths thereof to the said other representatives of said B. Grymes and their assignees.

The master further reports as to present condition of the title to these lands that said Ashton by his said attorney and agent R. S. Broome has sold and contracted to sell the whole of the third of the lands so surveyed off to him but that a part of the purchasers still owe portions of the purchase money but the particulars can not without further evidence be reported with certainty.

And that George H. Grymes, Wm. H. Grymes Jr. Thos. J. Grymes, Henry S. Washington, Virginia Washington, Hugh M. Linant (husband of the late Eleanor Grymes decd. after marriage with said Linant) Jane C. Grymes (widow of Wm. H. Grymes decd) Ann E. Grymes and Sarah M. Grymes (last two not defendants and their interest if any not disclosed to the master) by Washington D. C. Grymes

agent and the latter for himself conveyed to said R. L. Broome 10 acres in the S.E. corner of the 132½ acre tract left for Grymes heirs by Ashton survey and division of survey 4404 20th Nov. 1844 (B.G.P. 415). This land is bounded East by the 100 acre tract set to H. Massie North by south line of part surveyed to Ashton and West by east line of the next survey numbered 4404 and running south for quantity, and that said R. H. Mead (whose wife represented and owned one twentieth undivided part of said land) on same 20th Nov. 1844 deeded to said Bill Welch 10 acres south of and adjoining said 10 acres so deeded to said Broome (B.G.P. 417) and said Welch has conveyed the same to a third party not before the Court.

The above is as full a statement as to the state of the title to the lands in controversy as the papers of the case and the records &c at Maysville enable the master to make.

II

~~The master reports the title of the complainant~~

The master can not now report whether said Ashton has disposed of more than his contract share of said lands or not as there is as yet no evidence before the master on that subject.

III

The master reports the title of the complainant to be two undivided fifths of the premises but that it depends upon proof yet to be taken whether their claim will interfere with purchasers from Ashton &c.

IV

The master has reported above as to tax liens

V

The master finds no evidence that the complainants or those under whom they claim have ever in any manner acquiesced in the claims of those who hold by deeds and bonds from said Ashton, but that there is some evidence that the other heirs of said B. Grymes dec.d or some of them have acquiesced therein (see deed to R. J. Brooke Rep. 2. 4 Bro.) but that further evidence should be taken on this subject before final decree.

VI

On the last point referred the master is unable to make a full report till all parties interest are brought before the court and further testimony taken. But as it seems necessary to settle the principles that are to govern the case before the evidence is closed, the master report on this point as follows.

That said Ashton was bound at his own expense to recover possession of these lands before he could claim any part of them and that then he was entitled to one third part thereof in value (including the improvements made before their recovery) and no more.

The master has come to this conclusion after some hesitation and submits his report on this point with diffidence.

It seems however to the master pretty clear that the value of the improvements made by said Baughn while a mere squatter should be taken into the estimate in assigning said Ashton his portion of the lands recovered. And inasmuch as Ashton was bound to

recover possession at his own expense and he could not get Baughn till he was paid for such of the improvements as were made under said tax title: is not the price of these improvements properly classed among the expenses of recovery. This view of the case entitles the complainants as against said Ashton to two fifths in value (undivided) of the said 1987 acres in the two surveys numbered 4404 as it was at the time of the execution of the contract between said Ashton and said Mr. Baughn.

It is claimed by the complainants that inasmuch as only 133⅓ of said 1987 acres had been actually sold for taxes and no more required to be "recovered" Ashton had no claim to the residue but it appears by the tax duplicates that no more of said land was listed for taxes than the tract sold as aforesaid to said Baughn and it is therefore to be presumed that the parties to said contract understood that the sale covered the whole probably the parties to said tax sale so understood it also. Under these circumstances the master reports that no deduction should be made on this account.

Have those who hold under Ashton by metes and bounds any greater right than had Ashton?

Ashton never had any legal title to any part of these lands; his whole title was the equity acquired by the contract of June 7th 1832 and his compliance (such as it was) with its terms. Having this equitable title only he has ex parte surveyed off to himself one third in acres of this land and sold it out most of it by metes and bounds as herein before stated.

Under these circumstances the master is unable to perceive how these purchasers can claim any title superior to that of Ashton except so far as they may be able to prove the acquiescence of Grymes's heirs in this division by Ashton. Mordecai Baughn however holds under a decree against all parties in interest and of course his title (the decree remaining unreversed) cannot be affected by the claim of complainants.

The master further reports that in his opinion the purchasers from Ashton (if any are to be affected by the claim of complainants) are to be affected equally without reference to priority of purchase from said Ashton and that in case there should not be left unappropriated enough land to satisfy complainants and those who are entitled to the other three fifths of said lands an account should be taken of what remains due from purchasers from said Ashton and the amount applied towards making up such deficiency that it is compliant for the court if necessary to charge each with a ratable proportion in money of the remaining deficiency in value of the part of said lands left to complainants with the other heirs of the said Dr. Grymes and to leave them in possession of the lands now respectively held by them.

All of which is respectfully submitted.

By S. Francis
Special master

Official Capacity as "Auditor" Signed and Sealed and Now Delivers the foregoing Deed for the Special purposes therein Expressed Given under my hand and Seal this 17 day of July AD 1838.

James Turner (Seal)

2

Silas G Strong Auditor
To
Deed
Lawrence Ashton
Transferred July 17th 1838
Silas G Strong
Auditor.

Filed & recorded this deed July 18th 1838 in vol 6 page 476 & 7. P B Smith
Recorder of Mc C Co

No. 2.

Fee 87½

Whereas the Legislature of the State of Ohio did on the 29th day of January A.D. 1827 pass an Act Entitled "An Act for the remission of Penalties and for the Sale of Lands for taxes" by which act it is made the duty of the Auditor of the respective Counties of this State to sell at the Court House in each County to the Highest Bidder Certain descriptions of Land therein mentioned.
And Whereas in pursuance of the act aforesaid. Levi Phelps the Auditor for the County of Union and State of Ohio (having first duly advertised the time of Sale as prescribed in said Act) Did on the 2nd Monday of December A.D. 1828 at the Court House in in the Town of Marysville and County of Union Sell at public Vendue and Out Cry Unto James A. Cunny who was the highest and Best Bidder for the same a certain tract or parcel of Land Containing Eight hundred and Eighty Nine Acres being an undivided part of a Survey or tract of Land of Thirteen hundred Thirty three and one third Acres Owned by Sundry individuals as tenants in Common but not as Joint Tenants On the waters of Mill Creek Originally Surveyed for Benjamin Grimes and being Survey No. 4405 for 1333⅓ Acres as aforesaid Bounded and described as follows to wit Beginning at 2 Beeches and a Sugar, Trees, North West Corner of John Holmes Survey No. 4064 thence running with Holmes Line N 80 E 800 poles to 3 Beeches and a Sugar, Trees the N E Corner to said Holmes Survey thence N 10 W 266⅔ poles to 2 Beeches a Hickory & Sugar, Trees, thence South 80 W 800 poles Crossing a Branch at 700 poles, to a Hickory Sugar & Beech, Trees, thence S 10 W 266⅔ poles to the Beginning said Eight hundred and Eighty Nine Acres of Land part of Survey No. 4405 as aforesaid was entered for taxation in the name of Benjamin Grimes And Whereas a Certificate of such Sale was given by the Auditor aforesaid bearing date the 8th day of December A.D. 1828 unto the said James A. Cunny.
In Whereas it now appears that the said James A. Cunny died on the 18th day of April A.D. 1833 make

an assignment upon the Back of said Certificate and by said assignment transferred all his right and Title thereto unto One Lawrence Ashton Now therefore This Indenture Witnesseth That I Silas G Strong Auditor Within and for the County of Union and State of Ohio for and in Consideration of the premises aforesaid And for and in Consideration of the Sum of Fifty Six Dollars heretofore paid as appears from said Certificate the Receipt whereof has been and is now duly Acknowledged by the said Certificate bearing date as aforesaid do by these presents and by the authority vested in me by the aforesaid Act of the Legislature Grant Bargain and Convey unto Lawrence Ashton the assignee of the said James A Curry & unto his heirs and assigns forever the aforesaid Eight hundred and Eighty Nine Acres so situated Bounded and described as an undivided portion of said Survey No 4400 of 1033⅓ Acres Together with all the appurtenances thereunto belonging or in any wise appertaining. To Have And To Hold the tract of Land aforesaid in Common as aforesaid unto him the said Lawrence Ashton his heirs and assigns forever In Testimony Whereof I Silas G Strong Auditor as aforesaid and Successor to Levi Phelps former Auditor as aforesaid have hereunto set my hand and seal this 7th day of July A D 1858.

Signed Sealed and delivered in presence of
James Turner
A. Hall

Silas G Strong Auditor Seal
for Union Ohio

State of Ohio Union County ss

Personally appeared before me the Subscriber a Justice of the peace in and for said County Silas G Strong Auditor for the County of Union and signer to the within deed of Conveyance and acknowledged that he in his

Gas Certificate
80 Acres No 4404
Bought January 12th 1856
cost $ 8.44.2

Transferred

To Union County Surveyor:

I HEREBY CERTIFY, THAT Eighty acres of land, was this day sold for Taxes unto Robson L. Broom for the sum of Eight dollars 34 cents and 2 mills; being a tract of land entered for taxation, in the name of Winthrop Chandler

No. of Entry 4404 Original Quantity 133 3a Water Course, Mill creek

Original Proprietor, Benjamin Grimes

YOU ARE REQUIRED, *at the request of said purchaser, to lay off, by metes and bounds, as near a square as may be, at the most northwesterly corner of the tract from which the sale was made; the quantity of land so purchased, being subject to redemption, at any time within two years from this date, on payment (in the manner prescribed by law,) of the purchase money, with fifty per cent. thereon—and the amount of taxes paid by said purchaser, together with interest. Given under my hand this* Twelfth day of January 1846.

$ 8.34.2
cert 10
$8.44.2

John Johnson County Auditor.

10. Transfer

M. Boughan & Wife To Deed (B)

50 W. M. Boughan

(B) (A)

Transferred June 13th 1842

O. C. Kennady
Audr

Filed and recorded June 13th 1842 in Vol 8 page 496 & 97 P B Smith Recdr

This Indenture made and Concluded this Second Day of June in the year of Our Lord one thousand Eight hundred and forty two between Mordecai Boughan sr and Mary his wife of the County of Union and State of Ohio of the one part and William M. Boughan of the County and State aforesaid of the other part, Witnesseth. That the said Mordecai and Mary Boughan for and in consideration of the conveyance of fiftyeight acres of Land to them the 30th day of August 1841 by William M. Boughan and Nancy his wife by a warrantee Deed made and Delivered and the further consideration of the sum of Three hundred and thirty two Dollars to them in hand paid the receipt whereof is here by Acknowledged, have granted sold conveyed and confirmed and by these presents do grant bargain sell convey and confirm unto the said William M. Boughan his heirs and assigns forever a certain Lot or tract of Land containing one hundred and Twenty two Acres be the same more or less situate between the Little Miami And Scioto rivers in the County of Union and state of Ohio being part of a Military survey No 2404 on Millcreek And Bounded and Described as follows to wit:

Beginning at a stake witness a swamp beech and sugartree on the Northeast bank of Millcreek thence N. 80. E. 43 poles to a stake and stones thence N. 11. W. 69 poles to a stake witness a beech thence S. 80 W. 63 poles to a buckey on the northeast bank of Millcreek in the Orignal line of said survey thence S. 80. W. 36 poles to a white oak thence S. 25. W. 202. poles to a stake witness two hickorys thence S. 65. E. 80. poles to two small sugartrees and an Ash sugars both down thence N. 25. E. 170. poles to the stake on the Northeast Bank of the Creek Witness a swamp beech and sugar tree the place of beginning (being the same Decreed to me by court in 1841)

To Have And To Hold the aforesaid premises with the Appurtenances to the said William M. Boughan his heirs And assigns forever and the said Mordecai and Mary Boughan for themselves their heirs and executors do covenant with the said William M. Boughan his heirs and executors that they are the Lawful owners of the said premises and have good right to sell and convey the same in manner and

Form aforesaid And further that they the said Mordecai and Mary Boughan for themselves their heirs and Executors will Forever Warrant And Defend the aforesaid premises with their appurtenances unto the said William M. Boughan his heirs and assigns Against themselves and their heirs and against the Lawful claim or claims of all persons Whomsoever

In Witness Whereof the said Mordecai Boughan sr together with ~~[illegible]~~ Mary his wife have hereunto set their hands and seals this Second day of June in the year of Our Lord one thousand eight hundred and forty two Signed Sealed And Delivered

In Presence Of

Mordecai Boughan (L.S.)

Jeremiah Boughan

Mary her mark Boughan (L.S.)

David Danforth

State of Ohio Union County set.

Personally came before me David Danforth a Justice of the peace in and for the County and state aforesaid the above mentioned Mordecai Boughan sr and Mary his wife and severally acknowledged the signing and Sealing of the above Indenture to be their act and Deed and the said Mary being by me examined separate and apart from her said husband and the Contents of the above Deed being fully made known to her she declared upon said separate examination that she did voluntarily sign seal and acknowledge the same and that she is still satisfied therewith

In testimony whereof I have hereunto subscribed my name this Second day of June in the year of Our Lord one thousand Eight hundred and forty two

Given under my hand and seal David Danforth J.P. (Seal)

The interlining between the seventh and eighth lines from top was done previous to the signing and delivery of Sd deed

D. Danforth J.P.

Know all men by these presents that we Wm M. Baughan and Nancy his wife for and in consideration of a deed in fee to us or either of us this day made and delivered by Mordica Baughan Sr and Mary his wife for the premises or Land this day conveyed to the said Wm M. Baughan and Nancy his wife by a warrantee Deed to which reference is to be had to show the boundarys of Sd premises do hereby bargain and sell and possess the said Mordica Baughan Sr and Mary his wife or either of them during there natural lifes or the life of either of them With remainders and reversion to us and our heirs or assigns for ever the before Discribed premises containing one hundred and twenty two acres be the same more or less with the preveleges and appertainances there unto belonging to have and to hold the same to them or the survivor of them during their natural life or lives clear of all incumberance or payment of taxes whatsoever. with remainder and reversion to the said Wm M. Baughan or his heirs and assigns in fee

Witness our hands and seals this Second day of June 1842
Executed and Delivered in
our presents

William M. Boughan (Seal)
Nancy her + mark Boughan (Seal)

Test
Jeremiah Boughan
David Danforth

State of Ohio } Personally come Wm M. Baughan and Nancy his wife
Union County ss. } and severly acknowledge the signing of the above Deed to be their valentary act and deed for the purposes therein expressed and the Sd Nancy being examined seperate and apart from her said husband and the contents therein fully explained by me acknowledges the same as her valentary act and stated that she is fully satisfyed therewith Given under my hand and seal this 2d day of June 1842

David Danforth J.P. (Seal)

J. Ashton (d.d.)
to } Deed
M Boughan

with him agreed without
waiting to give his land
to Mr Ashton

(d.d.)
(C.C.)

Filed & Recorded
December 28th 1846
in Book 10 Page 387
James Turner
Recorder
by G.O

Fee 50

Know all men by these presents that I Laurence Ashton of the state of Kentucky for and in consideration of the sum of one hundred and forty dollars to me in hand paid by Mordacai Boughan of the State of Ohio and County of Union do hereby bargain sell and convey unto the said Mordacai Boughan and his hers and assigns forever the following piece and parcel of land lying in the County of Union and State of Ohio on Mill Creek Part of Survey No 4404 V M lands and bounded as follows beginning at a stake on the E. E. Bank of the creek witness a swamp beech and sugar thence N 66° E 17¼ poles to a stake witness sugar tree & beech thence N 80 E 56 poles to a stake witness 2 Beeches ~~[illegible]~~ thence S 24 W 48 poles to a stake witness thence S 42 W 100 poles to a beech and sugar tree thence N 48 W 34 poles to 2 sugars thence N 25 E 86 poles to the beginning containing thirty five acres and ~~130~~ 160 more or less with the privileges and appurtenances

To have and to hold the premises aforesaid with all the privileges and appurtenances thereunto belonging or in anywise pertaining unto him and unto his hers and assigns forever and the said Laurence Ashton covenants to and with the said Mordacai Boughan that he is lawfully seized of the premises and has full power and lawful authority to sell and convey the same in manner as aforesaid and further that he will and his hers executors & shall well and truly warrant and forever defend the same to the said Mordacai Boughan and unto his hers and assigns against the lawful claims of all and every person whomsoever

Witness the said Laurence Ashton by Robson L Broome his attorney in fact this 30th day of August 1841. Signed and delivered in our presence of

Wm C Lawrence
William Gladhill

Robson Ashton (Seal)
By R L Broome his attorney in fact

State of Ohio } Union County SS } Personally appeared Robson L Broome as attorney in fact for Laurence Ashton and acknowledged the signing of the foregoing as his deed for the purposes therein expressed

Given under my hand this 30th day of August AD 1841

E W Inskeep J. P. (Seal)

Union Co Com Pleas

Kenyon College

vs

Llewellyn M. Gwynne et al

Depositions

J. Rhodes J.P. fees	$1,75
L Gwynne Mil "	50
J A Corwin " "	50
	$2.75

Fees paid by L M Gwynne.

Receipt to Respondents depositions became incompetent
irrelevant &c &c

Wm Lawrence
Atty for plaintiff
Oct 24 1845

Lucullus M. Grayson
and others
vs
Kenyon College

Union Com Pleas
In Chancery

Depositions will be taken by defendant Grayson at the Court House in Urbana Champaign County Ohio on the 24th day of Sept A.D. 1849; between the hours of 10 o'clock A.M. and 10 o'clock P.M. of said day.

Sept 22. 1849.

B. Stanton Sol
for L. M. Grayson

Service is acknowledged, Sept 22. 1849.

Wm Lawrence

Deposition of witness taken in a cause pending in the Court of Common Pleas of the County of Union, and State of Ohio wherein Llewellyn M Guynne, & others are Defendants and Kenyon College Plaintiff, in pursuance of the Notice hereto attached & at the time & place therein mentioned.

Said Guynne of the County of Champaign & State of Ohio of lawful age being by me first duly sworn deposes as follow:—

Qu by Atty for L. M. Guynne,
Are you acquainted with Lacenus Ashton, and if so state when you first knew him?

Answer— I am acquainted with him & became acquainted with about the year 1836, he was here in the fall of 1836 & 1837.

Qu by same. State what you know of his indebtedness to L. M. Guynne; the date and amount, and how it originated.

Answer—

~~He became indebted to us~~ Ashton was indebted to L & L. Green, by Note, dated January 26th 1837, payable at sixty days for seventy-five dollars and indorsed by Green to L & L M Guynne. He was also indebted to L & L M Guynne by Sere Bill, for twenty six dollars and eighty two cents, dated January 30th 1837, and was also indebted to L & L M Guynne on Book Account, for twenty nine dollars, ~~and on another account, dated November 22d 1842, for $38.47 cts~~, By some arrangement between Ashton & Llewellyn M Guynne, these debts were paid by, Llewellyn M Guynne, to L & L. M Guynne. The assumption of L M Guynne to to L & L M Guynne, was November 27th 1842, and the amount of Ashtons indebtedness including interest at that time amounted to, $170.06 ct.

Qu by same.

Was there any other claim in your hands about that time against Ashton, for which you sought to procure S. M. Gwynne's assumption, and if so state what it was, and why Mr S. M. Gwynne did not assume the payment of it?

Answer — There was, a Note in favor of E W. Gwynne of Lexington in our hands for collection, amounting to $128.44 dated April 26th 1836, on Laurence Ashton, which we urged L M Gwynne, to assume the payment of, and which he declined, alledging that the claims he had already assumed was as much as he had any prospect of saving

~~Qu by same. A~~ This note is still in our possession unpaid and we know of no means of making it —

Qu by same. Are you one of the firm of D. & T. M. Gwynne?

Answer — Yes

Qu by same. What have been Laurence Ashtons circumstances since your acquaintance with him?

Answer — I ~~am~~ was not much acquainted with his circumstances

Qu by same.

Whilst Ashton was here had he the appearance of having money or property to meet his liabilities?

Answer — No sir, he never paid any thing with the ready money, and had no visible means, of paying his debts.

Qu by same. What have S. M. Gwynne circumstances been since 1836, and has he at all times been able to pay any liability he would be likely to contract

to Lawrence Ashton.

Answer— His circumstances are good, and he has always been able to pay his debts

Question by Mr Lawrence

Did you know any thing of the dealings or state of accounts between L M Guymon and Lawrence Ashton at the time of Guymons assumption to you for Ashton as before stated, and before that time?

Answer— I did not—

By same. Have you since learned, or do you know now any thing of their dealings except from the statements of said L M Guymon?

Answer— I do not—

By same. Was not Lawrence Ashton during his residence here, the reputed owner of considerable property, and was he not rather extensively engaged in the sale and disposition of real estate?

Answer— He was not understood to be the owner of any real Estate, but was understood, to be dealing considerably in real Estate as agent for others

David Guymon

Also at the same time and place came, John A Lemon of said County, of lawful age, who being first duly sworn deposes as follows:—

Qu by Atty for L. M. Guymon.

Do you know Lawrence Ashton and L. M. Guymon, and if so state the extent of your acquaintance with them!

Answer. I have known L M Guymon all my life

and was well acquainted with Lawrence Ashton during the years 1836 & 37, or so much of those years as he resided here,- have seen him once or twice since.

2nd by Same.

What has been Lawrence Ashtons means of a commutable kind, for the payment of debts since you first knew him.

Answer. I dont think he has had any real means of his own, My understanding was when he was here, that he was living on the credit of lands he pretended to own in Union County Ohio and in the state of Kentucky, and when, about 1840 I had started to Kentucky to collect from Mr Ashton some money which it was said he had collected in Virginia for some colored people residing here, I was informed that Mr Ashton had gone to Georgia, but that he was living in Ghent, Ky, on the credit of his lands in Ohio. I became so well satisfied that Mr Ashton had no means, that I returned home after I had reached Cincinnati, without going to his town.

2nd by Same.

What have been the circumstances of L. M. Guymon since 1836, and has he at all times had means to pay any debt he would be likely to contract with Lawrence Ashton?

Answer To the best of my knowledge L M Guymon's circumstances have always been good. I never heard any body doubt his solvency and ability to pay any of his debts. He has never been much

in debt that I know of. I should have no doubt from my knowledge of both men and their circumstances, of Mr Guynne's ability to pay any debt likely to be contracted with Mr Ashton.

John A Corwin

I Nelson Rhodes a Justice of the Peace in and for Urbana Township Champaign County Ohio, do hereby certify that the above named, David Guynne and John A Corwin, 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~~, subscribed by David Guynne was reduced to writing by me, and the deposition of John A Corwin was reduced to writing by himself, and were taken at the time and place specified in the inclosed notice, In testimony whereof I have hereunto set my hand this 24th day of September A.D. 1849.

Nelson Rhodes J. P.

N. Rhodes J. P. fees paid by D. Guynne — — $1.75
David Guynne, " " " " 50
John A Corwin " " " " 50.

for the sum of eighteight Dollars to be paid as follows, thirty Dollars in hand and the remainder to be paid in three annual payments according to their several notes of this date. Now upon the payment of the above notes and Interest on the same Mr Ashton is hereby bonded in the sum of one hundred Dollars to give to the said James H Hornbeck a good and sufficient General warranty Deed for said land the said Hornbeck is to pay all taxes on said land including the present year as witness my hand November 6th 1849

Laurence Ashton
By R S Broom his attorney
in fact

Payment has been made of all but $30,
I want you to attend to this in conjunction with
Mr Bonghangs case and others,
I am very respectfully yours &c.

James Hornbeck

(cc)
James H Hornbeck

Oct. 26.. 1846

Mr I R Swan

Dear Sir

I have send coppies of the Title Bonds I holad for the land for which suit is entered.

Know all men that Lawrence Ashton by R.S. Broon my attorney in fact have sold to James. H. Hombeck the following piece of land in Union County Ohio being part of Survey No 11104. bounded as follows. beginning at the centre of the creek in the original east line of the Survey thence N 11 W 141 poles to a dogwood & red elm thence S 80 W 38 poles to a stake in the S. line of M. Boushans land and N.E. corner of Williams Gladhills land thence S 24 W 48 poles to a stake thence S 42 W 24 to a rock in the creek in the line of Gladhills land and N corner to Dixon land thence meandering the creek to the beginning being 42 acres more or less for the sum of two hundred dollars to be paid according to notes given by Hombeck of this date. and I am hereby bound to give to said Hombeck a good General warrantee deed upon being paid for said land according to our agreement.

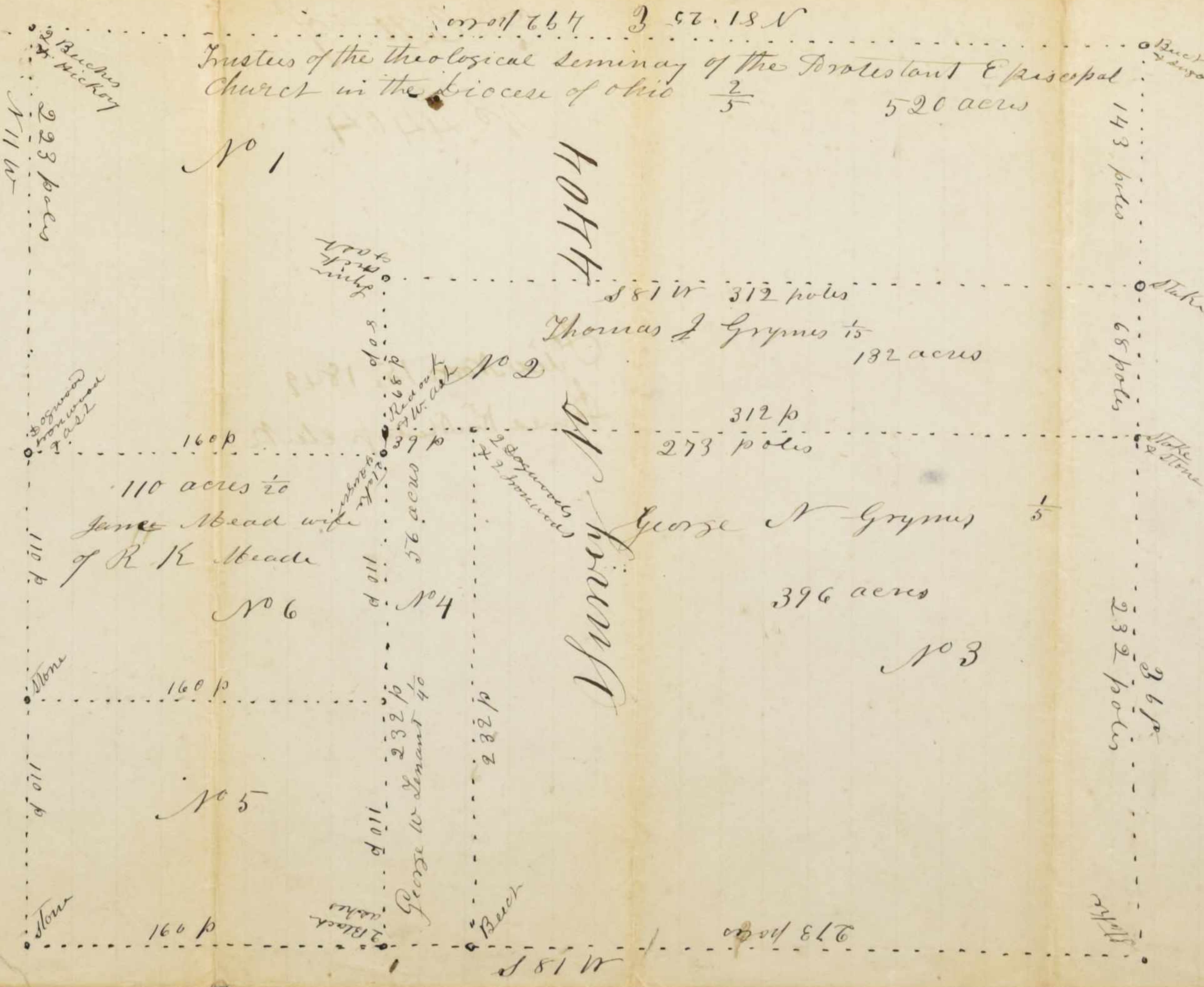
February 17th 1842 Lawrence Ashton by my Attorne in fact. R S Broom

Know all men that I Lawrence Ashton by ~~my~~ R S Broom my attorney in fact have this day sold to James H Hombeck the following piece of land described as follows being a part of ~~Survey~~ Virginia Military Survey No 11104 and bounded as follows beginning at a stake in the bottom of the creek thence south 80. west 102 poles to 2 beeches thence south 26 east 74 poles to the center of the creek thence meandering the creek blank poles to the point in the original line of the survey thence north 11 west from an elm on the bank of the creek thence south 11 west. 12 poles 13 links to the beginning containing Twenty two acres more or less

D. Catt of

No 4404

Filed Novr. 15. 1849
James Kirkpatrick clerk



I here by certify the a bove to be a correct plat of partitions made of Sur vey No 4404 under a writ of partition issued by the Court of Com mon Pleas Union County Ohio at the August term for 1849

November 15th 1849 William B. Irwin ~~Co~~ Surveyor U.C.O.

Claimed by the line of Henry Mapes thence with Mapes line N 11 W 443½ poles to a stake south east corner to said Ashton thence with said Ashton S 81 W 472 poles to the Beginning containing 1324⅔ acres and being part of Survey No. 4404

William Gladhill &
Joseph Gladhill Chrs

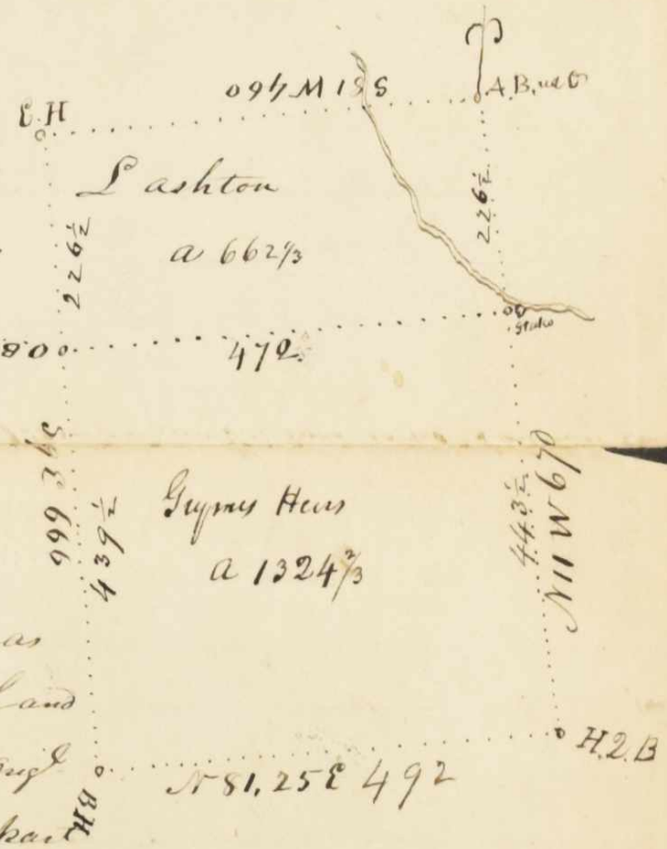
Levi Phelps Surveyor

Mordecai Baughan Mkr

Fees

Levi Phelps Surveyor	2 days		$4.00	paid
Wm Gladhill Chr	1 do		75	paid by
G Gladhill "	1 do		75	paid Wm
M Baughn Mkr	1 do		75	pd
			$6.25	
Commissioner fees	$1.00 each			paid
For affixing "	50 c			paid
Affixing by us at	"			

We approve of the Division of the within land as made by C Lee J W Evans and Andrew Amrine
July 20th 1844



Surveyed for Lawrence Ashton July 27th & 28th 1841 under the direction of Cyprian Lee Andrew Amrine & James W Evans apraisers a partition of Surveys No. 4404 in the name of Benjamin Gypsy. I took to my assistance William Gladhill & Joseph Gladhill as chain carriers (who being duly sworn) & Mordicai Baughan as Marker & Began at an Ash Beech and Red oak in the north line of the Orig Surveys and north west corner to a part of said Surveys formerly formerly set off to the heirs of Henry Mapsie deed thence running with said Original line connecting the course S81W 480 poles to an Elm & Hickory north west Original corner to said Surveys thence with another of the lines of said Survey connecting the course thereof S9E 226½ poles to a stake witness a white Oak 2 feet in diameter Bearing N37E 75 Links a Beech 12 Inches in diameter Bearing S67E 58 Links a sugartree 10 Inches in diameter Bearing S64W 26 Links thence N81E 472 to a stake in the line of said Mapsie witness an Elm on the Bank of Mill Creek bearing N11W 12 poles & 19 Links thence N11W 226½ poles to the Beginning being 662/3 acres which was set off and apartied to Lawrence Ashton

The part set off to the heirs of Benjamin Gypsy is as follows to wit) Beginning at a stake in the west original line of said Survey witness an Oak Beech & Sugartree South west corner to a lot of 662/3 acres an ~~the side~~ Survey set off and apartied to Lawrence Ashton thence with said line connecting the course S9E 439½ poles to a Beech & Hickory South west Original corner to the Survey thence with another of the lines connecting the course thereof N81.25E 492 poles to a Hickory and two Beeches South west corner to a part of said Survey

Tax Receipt
for 1847

$21.11

Rec'd of R L Broom $12.92 tax on
130 acres of Land part of Survey No 4404
also $8.19 on 80 acres charged to W Chandler
No 4404 for the years 1846 & 1847
Marysville Union County Dec 29th 1847
C Lee Sr. U.C.

Marion Com Plas

Shumlly vs Gwynne
ads.

The Theological Seminary
of the Protestant Episcopal Church

Exceptions to master's
Report

Filed Sept 20. 1848
Wm Cassel clk

13

B. Stanton Sol

Exceptions of Shuellyn McGuynn to the report of W. L. Finch special Master in this cause.

And now comes the said Shuellyn McGuynn and excepts to the report of W. L. Finch Esqr special Master in this cause for the following reasons to wit,

1st That the Master erred in deciding that the decree of this Court in the Chancery suit formerly prosecuted by Baughn against Gaynes and others, holding and deciding that the deed and mortgage from Ashton to respondent were fraudulent and void; was binding on this respondent

2nd That the decree of said Court in said cause was and is null and void as to this respondent, because he was not served with process, or otherwise legally notified of the pendency of said suit.

3rd Because the decree in said cause was in a suit between other and different parties, and instituted for a different purpose from the suit now pending.

4th Because the Master erred in not holding ~~issuing~~ this defendants, deed and mortgage ~~was~~ a lien upon the interest of said Ashton in said premises, prior and preferable to the conveyance by Ashton through his agent or Attorney R. L. Broome.

B. Stanton
Sol for Respond

several other matters and things therein set forth are true in substance and in fact,

J. M. Gymer,

Sworn to & subscribed before me this 14th day of September A.D. 1848

Benj. B. Gessenden Commissioner in Chancery of Court of Common Pleas of Hamilton County.

Union Court, Court of Common Pleas

Elizabeth M. Gymer

vs

The Trustees of the Theological Seminary &c

Entry for Chancery

Filed Sept 20, 1848

Geo Carey C.M.

B. Stanton Atty

(Copy)

Know all Men, that I, Lawrence Ashton of Carroll County and State of Kentucky, in consideration of Twelve hundred dollars to me paid by Llewellyn M. Guynn of the city of Cincinnati & State of Ohio, the receipt whereof is hereby acknowledged, do hereby bargain sell & convey to the said Llewellyn M. Guynn, his Heirs & assigns forever, the following real estate, viz: all my undivided interest in the lands which were patented to the heirs of Captain Benjamin Gunn's said lands lying & being on the Waters of Mill Creek in the County of Union & State of Ohio, — the same being one third of all the lands in the said County of Union patented to the heirs of said Gunn's, together with all the privileges and appurtenances to the same belonging —

To have & to hold the same to the said, Llewellyn M. Guynn his heirs & assigns forever, Hereby covenanting that the title so conveyed is clear, free and unincumbered: and that I will warrant & defend the same against all claims whatsoever,

In witness whereof the said Lawrence Ashton hath hereunto set his hand & seal this thirteenth day of July in the year eighteen hundred & thirty seven,

Signed sealed & delivered in presence of
John A. McMeans
A. C. Read

Lawrence Ashton (Seal)

see over

State of Ohio }
Hamilton County }

Be it remembered that on this thirteenth day of July in the year of our Lord one thousand eight hundred & thirty nine, before me the subscriber a justice of the Peace in and for said County personally came Lawrence Ashton, the grantor in the above conveyance & acknowledged the same to be his voluntary act and deed for the uses & purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name, & affixed my seal on the day and year last aforesaid.

John A Wiseman (Seal)
Justice of the Peace

Filed and Recorded
Oct. 18th 1839. in vol 7. page 369.
P. B. Smith,
Recorder

Fee 62½c

(Copy)

Ninety days after date I promise to pay David D. Green or his order seventy five dollars for value received this 26th day of January 1837 as witness my hand and seal the day first written

Lawrence Ashton (Seal)

Endorse D. D. Green,

$75.00

Due Dr J. M. Gryme Twenty six dollars + 82/100 for S. Mich Hannah + Harriet Knight act. Jany 30. 1837.

Lawrence Ashton,

$26.82/100,

1837. – Act of Lawrence Ashton with Dr J. M. Gryme, as per items ending – $29.00.

Act Rendering of above indebtedness + paid by L. M. Gryme to Dr J. M. Gryme for Lawrence Ashton + at his request + something by him –

Account with Interest to November 27. 1842	$38.57.
Note in favor D. D. Green (endorsed) to Dr J. M. Gryme + Int to Nov. 27. 1842 –	95.25 –
Note in favor Dr J. M. Gryme + Int to Nov. 27. 1842	36.24
Int From November 27. 1842, –	$170.06
Money Sent by Respondent + paid Professional services rendered &c	$300.00
Int Series. 1839	

See over

(Copy)

Union County,
Treasurers office Mansfield Aug. 1839.

Receiving of L. M. Guymon by May Thomas the sum of Forty six dollars and eighty two cents & eight Mills, being the tax & penalty on 922 acres of land, in Entry No 4406, original proprietor B. Guymon, for the year 1838 - and 39 -
$46.82.8.

A. Pollack, Jr. U.C.

Receiving the above sum of Forty six dollars & eighty three cents from John W Andrews,

May Thomas,

Feby 19. 1840. Recd above from L. M. Guymon

J. W. Andrews

The Separate Answer of Llewellyn W. Gyrow to the bill of complaint exhibited against himself & others by the Trustees of the Theological Seminary of the Protestant Episcopal Church in the Diocese of Ohio.

The said Llewellyn W. Gyrow now comes and for answer to the said Bill of the said

Say that his right and interest in the said land & real estate described in the bill of said complainant, and which is in every respect legal equitable and just arises out of a deed executed by Lawrence Ashton of Laurel County Kentucky to heirs the said Gyrow dated July 30th 1839, recorded in the recorders office for the said County of Union Book No 7. page 369. and conveying to this respondent "all the undivided interest of the said Ashton in the lands which was patented to the heirs of Captain Benjamin Gennis said lands lying & being on the Waters of Mill creek in the County of Union & State of Ohio - the same being one third of all the lands in the said County of Union patented to the heirs of said Gennis", as will more fully appear by reference to a copy of the said deed attached as a part of this answer; that the said deed & the consideration therefor between the said Ashton & respondent arose as follows, some time previous to the execution of said above mentioned deed, the said Ashton had for a good and valuable consideration paid him by the respondent, executed to respondent a

deed in fee simple for a certain tract of land in Hardin County & State of Ohio being Survey No 14064 in said County, - but the date of said deed not being in respondents knowledge he cannot now give, the said deed being out of his possession, - neither does he suppose the same material in the present issue, but should it be otherwise held by this Court a copy or the original will be produced, That in obtaining said deed for the land in Hardin County from the said Ashton he this respondent took as he supposed at the time a good & clear legal and equitable title to the same; some time afterwards however the said Ashton informed this respondent, that the title which he had conveyed to respondent in the said land in Hardin County was in some respect or other supposed to be imperfect, but wherein this respondent after so great a length of time cannot now particularly state, at the said defect whatever it may, the said Ashton offered and undertook to clear up and adjust without ~~fail~~ putting this respondent to any cost or trouble concerning the same, which he said could & would be done by him the said Ashton; And in the meantime for fear of some mishap, or difficulty arising out of said defect it was mutually agreed between the respondent & said Ashton, that he the said Ashton should in consideration of the premises, & under to make this respondent safe, as to the said land in Hardin County except to him this respondent, the deed first above mentioned for the said land in Union County, being in part the same mentioned in said complainants bill

In consideration thereof and with a full view to protect indemnify & make safe this respondent as aforesaid the said deed for the said land in Hardin County was executed to him by the said Ashton accordingly; at the same time an agreement supposed to be in writing, but which respondent cannot now find was made or entered into between the said Ashton & himself recognizing the object & design with which the said last mentioned deed was executed, and among other things, obligating respondent to account to said Ashton for said land or proceeds thereof if sold by respondent in case the title to the Hardin land should be made perfect, & other agreements & stipulations, payments, &c therein provided should be complied with by the said Ashton, this agreement respondent supposes is now in the possession of the said Ashton, at all events he this respondent has it not, neither does he suppose that a copy thereof was ever retained by him as he had at that time great confidence in the said Ashton & supposed that no difficulty would ever arise to him from the transaction, but that the whole would soon be satisfactorily adjusted and arranged to the satisfaction of this respondent, yet unfortunately so it is in this reasonable hope & expectation he this respondent has been to the present time wholly deceived and disappointed, as the title to the said land in Hardin County, still remains to the present time is as much doubt and uncertainty as when said

deed for the said land in Union County was executed, and the said agreement entered into, neither has the said Ashton since that time made any effort to clear up said title, ~~nor~~ nor has he in any respect complyed with the terms of said agreement, - but on the contrary has apparently abandoned all care or interest as to the rights of himself, if he has any, or of your respondent in the premises, & although your respondent has made frequent applications to him to adjust the title to the said land in Hardin or to do some thing for the relief of your respondent in the premises yet he has wholly neglected & refused so to do, - By means whereof as is contended by this respondent, his title to the said land in Union County, concerning which said bill is filed has become absolute & vested in accordance with the tenor & effect of said deed as it appears upon its face, Your respondent would also state that at the time he took said deed for the land in Union County, described in said bill he knew of no right or title which either the said complainants, or those under whom they claim, either in law or equity had to the same, but on the contrary it was represented by the said Ashton & so believed by this respondent that the title to the said interest so by him conveyed to respondent in said Union County land was entirely clear, free & unincumbered, from the right, title or

interest of any person or persons whom=
-soever, and this respondent never
knew or supposed any thing to the
contrary until within the last two or three
years, when was informed that one Levi
Phelps had filed a bill in this Court
some time in the year 1840, setting up
some title to said land, but the nature
thereof this respondent does not know, in
which bill as he is informed, ~~but~~, but
does not know to a certainty, this respondent
is named as a party defendant - but
whether so named or not, this respondent
contends, that he is not bound by the
proceedings, nor any decree or order had
under said bill, as at the time of the filing
of said bill & of the pendency of said
proceeding, he was absent from the State
of Ohio & beyond seas, - being at that time
in Europe - and never was served with
process under said proceeding, neither was
his appearance therein in any way effected
wherefore the said proceeding as against
this respondent must be held as entirely
inoperative & void, - neither as will appear
from the premises could the said Phelps
have obtained any decree or order, rightfully
against this respondent in said proceeding,
had he been legally & regularly a party
thereto.* Wherefore in consideration of the
premises the said respondent contends
and asks this Court so to decree, that the
rightful legal & equitable title to said
land described in said bill is in
him this respondent, as against the
said complainants or any other person or

* This respondent also shows that the same objection exists as to any proceeding had against him by Nicolas Barrington of which he was only informed within the last few weeks, & he being at the time beyond seas as aforesaid & not having in any way been served or bound -

Questions whereunto, not knowing
from, but that such inquiry may
possibly arise, this respondent will state
with as much accuracy as possible after
so great a length of time, the specific
considerations, upon which said deed
for the said land in Hardin County
was executed to this respondent, - the same
being as follows, - Some time in the year
1827 or thereabout the said Ashton became
indebted to Dr J. M. Guynn by notes &
book account in sum one hundred &
thirty dollars or more, & which by the express
request of the said Ashton at the time of
said purchase & the execution of said
deed he assumed to pay to the said Dr J. M.
Guynn & did accordingly pay the same
amounting at the time of said payment with
interest to the sum of one hundred & seventy dollars &
six cents, ($170.06/100) as will appear by
reference to a copy of said notes & statement
of account rendered by said Guynn on 27
March 1842 herewith attached as a part
hereof, - at the same time & since in
consideration of said sale, by means
of money lent & advanced & paid for said
Ashton at his request, and on account
of professional services as an attorney
rendered to the said Ashton through a
series of several years he was also
indebted to this respondent, in at least
the sum of three hundred dollars &
which sum was part of the consideration
for which said deed was given, which
several items of indebtedness with interest
to the present time from the time of said

deed would amount to some seven hundred dollars or more, Beside which at the time he took said deed for the said land in Union County, by agreement with the said Ashton he undertook to pay the taxes then due or to be paid on said land which payment was to be a lien upon the same, & to be accounted for accordingly & as such, by the said Ashton & which was accordingly so paid by this respondent, said payment being on the 9th of December, 1839 in the sum of forty six dollars, eighty two cents & eight mills, as will appear by a copy of which as a part hereof is here attached, said sum with interest thereon to the present time being in or about the sum of $72.00, & which sum is now justly due & owing this respondent under said agreement, all of which this respondent prays may be enquired of on the final hearing hereof & that right & justice may be done him in the premises; And the said respondent denies all fraud & combination wherewith he stands charged & prays to be hence dismissed with his costs &c,

L. M. Gyrne

The state of Ohio }
Hamilton County } ss,

I, Llewellyn M. Gyrne being duly sworn, depose and say that all the special matters & things which are stated in the foregoing answer as from the information of others I believe to be true, and that all the

No. 46-CH-33

Union Common Pleas Court

Trustees of Theological Seminary of R. P. Church

Plaintiff,

against

George Grymes et al

Defendant.

NOV TERM 1849

Decree for Plaintiff

Journal 4 Page 253

Record No. — Page

Ex. Doc. Page

In Chancery

Laid in

Pleadings

Order for leave of

Claimants

to

John Allison

Affect the

Title of Jas

Meade for Allison

1 Lawrence Ashton Atty in fact for Samuel Lewis, Dangerfield Lewis & Lucy B. his wife Bayard & Willis & Mary his wife, heirs & Legal Reps of Geo Lewis, late of King Geo Co. Va

To

Llewellyn M Gwynne

Hardin Co Deed Record. J. Page 378.

Deed, dated Seventh Feb 1838.

Acknowledged same day Rec'd & Rec'ded March 7. 1849.

Consideration Three hundred Dollars.

"All that piece or parcel of land lying in the Co of Hardin & State of Ohio, being part of Survey No 10064. entered & surveyed, in the name of Geo Weeden, said Survey containing in all 300 acres & lying on the waters of Scioto River, bounded & described as follows; Beginning at 3 beeches & an ash Inner back corner to Robert Mean's Survey No 10030: Thence South 78. West. two hundred poles to a stake in the line of the original Survey of Weeden Thence. South 12 East two hundred & twenty poles to a stake in another of the original lines of said Survey of Geo Weeden, No 10064. Thence with that line North 78. East 200 poles to a stake in the line of James Burton's Survey. Thence North 12 West 120 poles to beginning containing 150 acres more or less:

Covenant that title is free from acts of the Grantors herein"

2 Bayard & Willis & Mary his wife, & Dangerfield Lewis & Lucy his wife of King Geo Co Va

To

Lawrence Ashton

Know all men by these presents that we &c. have nominated constituted & appointed & by these presents do &c. Lawrence Ashton our true &

Lawful Agent to sell for us the lands in the State of Ohio devised to us by Geo Lewis, to execute for us & in our names such deed or deeds as may be necessary to secure to the purchaser of the whole or part of such lands a good perfect & absolute estate in fee simple therein,

Executed before two Justices of the peace for the Ct. on the 27 Apl 1827

Certificate of Clerk to character of Justices.

& Of Clerk Justice of the Court to the character of Clerk

Recorded in Hardin May 1st 1834, Book A Page 59,

3. Samuel Lewis of Mercer Co Ky
To
Lawrence Ashton

Same book page 60,
to follower party

with same power to sell as Dangerfield Lane as will appear by power of Atty executed by Dangerfield &c.

Executed 14 July 1828 before two Justices,

Clerk & Judge certify, same day

Recorded 1st May 1834,

U. S.
To
Heirs & Reps of Geo Lewis dec.d

Patent for Survey 10.064. To Heirs & Legal Reps of Geo Lewis dec.d

Dated 18 Jan 1847,

Recorded 17 Jan 1850.

M P Conner } 50 Acres par of Lung
to } 100 64 Consideration
Benj Eglin } five hundred Dollars
Deals August 28 1832
Acknowled Same Day
Recorded Oct 22d 1832 Book L
Page 642

Book J. 378 ~~Mo 375~~ ~~D. 288 H. 9~~

" ~~A. 59. 60~~ ~~J. 46~~, 112

Ashton from Bayard & Hillers X A. 59.

" " Sam Lewis X " 60

Sam Lewis from ~~L & Baker J. 309~~

" " " L Lewis P. 360

" ~~M. " B Pelton~~. B. X 67

Geo Weeden. from W. S. J. 111

Sam Lewis To & ~~Backhen~~ J. 302

Slide Slide

Much or can it be said that Phillips
Men "the trustees of the Theological
Seminary of the Protestant Episcopal
Church" as yet to Genuine Law=
-Dence Ashton & others.

Law Record. 6. pg 605

Wm Lawrence
vs
Samuel & Lewis & others

Hardin Cir Ct
Bill in Eq to quiet title, (not formal order)
Service on Gwynne

Claims to own nearly all of Survey 10064. including by Metes & bounds the part claimed by Ashton & Gwynne, & at Aug Term 1850. a decree was entered (default as to Gwynne) for a release in 5 days.

Proceeding against Gwynne is founded on an alleged suit & decree in Mercer Co at Nov Term 1849. in which it is claimed to have been ordered that he convey to Lawrence in fee for certain persons. (whom L testimony brought out) and a report of a Master to that effect. Gwynne Answer to that decree, its nature & the object of the proceeding is not set out. in the

These papers were found laying on the
Table April 3rd 1856
L Randall

J S Ballenter
To
James Parrigah Colon

W½ Survey 10064
Consideration $25
Dated August 31st 1830
Acknowledged same day
Recorded same day Book K Page 9 & 10

J S Ballenter
To
James Parrigah County

Unclaimed one third W½
Survey 10064 Consideration
$825 Dated August 31st
1830 Acknowledged & Recorded same day B K 11

James Parrigah
To
J S Ballenter

Two Deeds same as above two
dated June 8th 1832
Recorded June 14th 1832 in
Book L P 358 & 359 & ~~360~~

J S Ballenter
To
Henry Shanks

Two Deeds same as above
Consideration 1st $1200 2d $25
dated June 8th 1832 Recorded
June 14th 1832 Book L 359 & 60

Henry Shanks
To
M Connery

50 acres Part S 10064
Consideration $400 Dated June
17th 1832 Acknowledged same
day Rec'd August 2d 1832
Book L P 432

Henry Shanks
To
David Cunningham

100 acres Survey 10064
Consideration $1300 dated
July 3d 1832 Recorded July
5th 1832 B M P 445

Lewis to Lewis } 2/3 W 1/2 of Survey No 10064
to } Consideration one hundred Dollars
J S Ballenton } Sealed Sept 6th 1849
Acknowledged Sept 6th 1849
by Ed S Taylor to Thos L Hunter Justice
of the Peace
Certificate of Check dated Oct 1st 1849
W S Brown Clk
Certificate Prescribing Justice of the Peace
Oct 1st 1849
John Salvatore
Recorded Jany 9th 1850 Book S 113

~~Andrew Hobbs~~ } 25 acres N W corner Survey
~~H P Leighton~~ } No 10064 Consideration $150
~~J S Ballenton~~ } Sealed Jany 17th 1850
~~Victor P Leighton~~ } Acknowledged Same day
Samuel Smith N P
Recorded Jany 18th 1850 Book S 113

Sullivan Hobbs } Survey No 10064
to } Consideration $26.85
Ballenton to Walker } & 6 mills Sealed Jany
12th 1849
Recorded Jany 18th 1849 Book S 113

J S Ballenton } E 1/2 Survey 10064 Consideration
to } $400 Sealed Jany 13th 1849
Wm Sanderson } [redacted] Acknowledged April 10th
1850 Recorded June 1 1850
Book S Page 223

Hardin Co Will record. No. 1. at page. 11,
is will of
Geo Lewis. King Geo Co Va,
At August term 1850. Wm. Lamme, produced, the will
& it appearing that it has been proved in Va, according to
the laws of that State. & has relation to property in Hardin
Co &c it is ordered to record,
Amongst other devises are

1 "I give & bequeath to my son Samuel one
third of all my Western land"

2 "I give to my son Dangerfield &c" with one
third of all my Western lands."

3. I give & bequeath to my daughter Mary Willis
one third of all my land in the Western
Country;
To the devise to Saml & Dangerfield
is "to be divided as soon as possible after my
death;
Dated 19 March 1819
Probated in Va 6th Feb 1823.

Certified } Clerk of King Geo Co. Co.
Court. & by Richd M Gwinn Comr
Gen Land Office Jan 30. 1850.

1846-CH-33

Trustees
The Sem.y
vs
Geo. Mesteb

Proof of Pub.

Filed Nov. 3d 1857
Laban Randall Clerk

MASTER COMMIS-IONERS SALE.

The Trustees of the Theological Seminary of the Protestant Episcopal Church vs George N. Grymes et als

By virtue of an order of sale 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, between the legal hours of 10 o'clock a. m. and 4 o'clock p. m. on the 17th day of August A.D. 1857, the following described real estate situate in Union county Ohio, to wit: Lot No. 2 in survey No. 4405, containing fifty acres, or so much thereof as will satisfy John Cassil and others in the sum of thirteen dollars and twenty-nine cents, with interest thereon from the 20th day of November A.D. 1849, together with six dollars and seventy-two cents costs, and accruing costs, being the amount adjudged and decreed in the above case aganist Hugh M. Tenant.

ALSO, Lot No. 6 in survey No. 4405, containing one hundred and thirty acres, or so much thereof as will satisfy John Cassil and ethers in the sum of twenty-six dollars and fifty-eight cents, with interest thereon from the 20th day of November A. D. 1849, together with thirteen dollars and forty-five cents costs, and also accruing costs, being the amount adjudged and decreed in this case against Louisa Snowden wife of Edgar Snowden.

ALSO, Lot No. 4 in survey No. 4404, containing fifty-six acres or so much therof as will satisfy John Cassil and others in the sum of thirteen dollars and twenty-nine cents with interest thereon from the 20th day of November, A.D. 1849; together with six dollars and seventy-two cents costs, and the accruing costs, being the amount adjudged and decreed in this case against George W. Tenant.

For a more particular and complete description of said lands reference is hereby made to the records of this case, in the office of the clerk of the court of common pleas of Union county, Ohio; said lands are sold as the property of Hugh M. Tenant, Louisa Snowden wife of Edgar Snowden, and George W. Tenant, and are appraised as follows: Lot No. 2 at three dollars per acre; Lot No. 6 at two dollars and sixty-two and one-half cents per acre; and lot No. 4 at three dollars per acre.

JOHN B. COATS, Master Commissioner.

July 15, 1857pf$7,75.

I, Samuel M'Bratney do make solemn oath that I am the publisher of the Marysville Tribune, a weekly newspaper published and in general circulation in Union county, Ohio, and that the annexed "Master Commissioner's Sale" was published therein for thirty days preceeding the 17th day of August 1857

S. M'Bratney

Sworn to & Subscribed before me this Nov 3d 1857

Saber Romedall Clerk

Chancery Case File

Case No. 1846-CH-0034

In Union Com Pleas

Alexander Pollock

vs

James E Harriott

Bill of Discovery

Filed Oct. 10th 1846
John Cassil, Clerk

Allison & Curry

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

Humbly complaining your Orator Alexander Pollock of the County of Union, represents and states to the Court, that on the 1st day of June A.D. 1846, he executed and delivered to one James E Harriott, (whom your Orator prays may be made a defendant to this Bill) his due bill for One hundred & seventy nine dollars & seventy cents, to be paid in July next thereafter. That the Consideration for which said note was given was a judgment on the docket of Andrew Reyes a justice of the peace in and for Union township, Union County, Ohio, in favour of the said Jas E. Harriott, against one Adam Freeze, which with its interest, amounted at the time said note was given by your Orator, to Eighty dollars and sixty two cents, and orders upon the Treasurer of Union County (commonly called County Orders) to the amount of sixty nine dollars and eight cents. Your Orator avers that the said judgment and the said County orders were the whole consideration for which said note was given, That it was the intention of your Orator, and such was the express agreement between him and the said Jas E Harriott, that said note was to have been given for the amount of the said judgment and the said County orders, but that by mistake it was drawn for One hundred and seventy nine dollars and seventy cents, instead of One hundred and forty nine dollars and seventy cents, for which it was intended to be, and should have been given, making a difference against your Orator and in favour of the said Harriott of the sum of thirty dollars.

Your Orator further states that the said Harriott held the receipt of the said justice of the peace for the note on which said judgment was taken,

as the evidence of his claim, which receipt was assigned to your Orator at the time of giving said note, - by the said Harriott, and which receipt is herewith filed marked (A). and made part of this Bill.

Your Orator further states that said receipt contains upon its back, the calculation made at the time, and from which the said note was given by your Orator, the said calculation shows the amount of the Freeze note, its interest, - the amount of the County Orders, and the manner in which the mistake arose.

Your Orator further states that the said James E Harriott ~~has~~ caused suit to be commenced upon said note, in the Law side of this Court at the July Term 1846, which suit at Law is now pending, - that said Harriott refuses to allow your Orator credit to the amount of said mistake, that there is no proper or legal evidence of said mistake within the jurisdiction of the said Court at Law; it is therefore necessary, for the furtherance of justice, and in order that the rights of your Orator may be protected, - to have the benefit of the oath of the said James E. Harriott upon the several matters herein contained, to aid in your Orator's just defence in said suit at Law - to which end this Bill is filed.

Your Orator therefore prays that the writ of Subpoena may issue, and that the said James E Harriott may be compelled to disclose and answer upon his corporal oath all and singular the premises herein contained, ~~previous to the said trial at law~~, the same, as though put by specific interogatories, and that your Orator may have the full benefit of his said answer and disclosure, upon the trial of said suit at law. and your Orator will ever pray &c

will ever pray &c By
Allison & Conry His Solts

The Clerk will issue a subpoena to James E Hamiatt defendant in the above case.
To John Cassil. Clerk Allison & Conry Attys

Hourwitz
v.
Pollock

	mo	day	inter
$179,70	= 5	= 13	= 4,89
112,00	= 4	= 4	= 2,81

$291,70 prin
7,20 interest

$298,90 amount

$7,20 interest

Judgement asked in the case of Harriott vs Pollock $298,90

In Union Com Pleas

Alexander Pollock

vs

James C Hamott

Subpoena in Chancery

Service --	$0 35
Copy ----	10
Mileage ---	5
	50

Wm M Robinson
Sheriff

Filed October 16. 1846
John Cassil Clerk

Served Oct 12th 1846 on James C Harriott by a certified copy of this writ
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 James E Harriott

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 for discovery in Chancery, exhibited against him by Alexander Pollock

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 10th day of October A. D, 1846

John Cassil Clerk of Com. Pleas.

State of Ohio
Union County } Personally appeared James E Harriott in open court and made oath that the all the several matters and things set forth in this within answer are true in substance and in fact as he verily believes

James E Harriott

Sworn to & subscribed in open court
Oct 16 1846

John Cafsil, Clerk

James E Harriott
adv & Answer
& Pillow

James E Harrell
a ds
Alexander Pollock

Answer to a bill of Discovery

The answer of James E Harrell defendant to a bill of discovery exhibited against him by the said Alexander Pollock

And the said Deft. now comes and for answer to said bill says that it is true that this ~~Defendant~~ said Pollock did ~~and~~ execute his due bill to this deft for the sum stated in said bill - the consideration of which due bill was a judgement on which suit is now pending on the law side of this court and interest on A. Freeze and the Balance County orders with the interest on them. But this defendant has no knowledge of the mistake in calculating said consideration as allegedly complained. - But as regards that matter this Deft. says that the said Pollock made the calculation himself of the interest on both the judgement and the County orders, there being a number of Co. orders and summed them up himself and wrote the ~~the~~ due bill. without ~~this~~ Deft. overlooking the calculation - and as to the paper filed with the said bill purporting to be the calculation of the amount of the consideration of said due bill this defendant says that he does not know whether the calculation was made at that time on said paper or not. - The said calculation ~~after~~ only contains the interest of the said judgement. without the interest on the Co orders and this Deft has no knowledge of the amount of either ~~on account of~~ principal or interest on said Co. orders and consequently cannot ~~positively~~ positively answer as to that point. he trusted to ~~the~~ the said Pollock to make the calculation and believed them that it was correctly done - and still believes so. ~~and having the~~ ~~of the said~~ of the said mistake and this deft. therefore ~~and~~ prayed the benefit of the said payment. or screening the certainty of payment when due

James E. Harrell

By P Bleale his Sol

X

46-CH-35

No. Box 16

Union Common Pleas Court.

John R Copeland
Plaintiff,

AGAINST

Carter Copeland
Defendant.

AUG TERM 1847

DECREE FOR PLAINTF

Recorded & Indexed,

Journal 4 Page 48

Record No. 6 Page 94

Ex. Doc. Page

William Ringer
John Leeper
John Woods
John Lilly
Adam Lotford
Hollin Lee
Thomas Turner

John R. Coopland

vs } Partition

Carter Coopland

Filed Oct. 14th 1846
John Capsil, Clerk

fee of Thomas
$25

Recorded

Thomas

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

Your Petitioner John R. Coopland of the Town of Petersburg and State of Virginia represents that he has a legal title to and is seized in fee simple of an undivided Half of the following part of Survey Number Four Thousand and Sixty Seven — Bounded and described as follows — to wit — Beginning at 3 Hickories and a Sugar tree South East Corner to the Original Survey (No 4067) running thence S 80° W 400 poles to 2 White Oaks and 4 Small Sugar trees South West Corner to the Original Survey — Thence N 10° W 225 poles to a Stake South West Corner to David O. Coopland's tract of 560 acres of Land — Thence with his line North 80° East 400 poles to a Stake South East Corner of Said Coopland's Tract — Thence S 10° E 225 poles to the beginning Containing Five Hundred and Sixty acres —

And your petitioner further represents that Carter Coopland of the Town of Petersburg and State of Virginia is Tenant in Common with your Petitioner in the said premises —

Your petitioner therefore prays that partition of said Land may be made, or if the same cannot be done without manifest injury, that then such other proceedings may be had in the premises as are authorized by Law —

By
K. Thomas
His Atty

Survey Report

on petition

on survey No 40.67

John K. Capelen

vs

Carter Capelen

Filed May 18th 1847

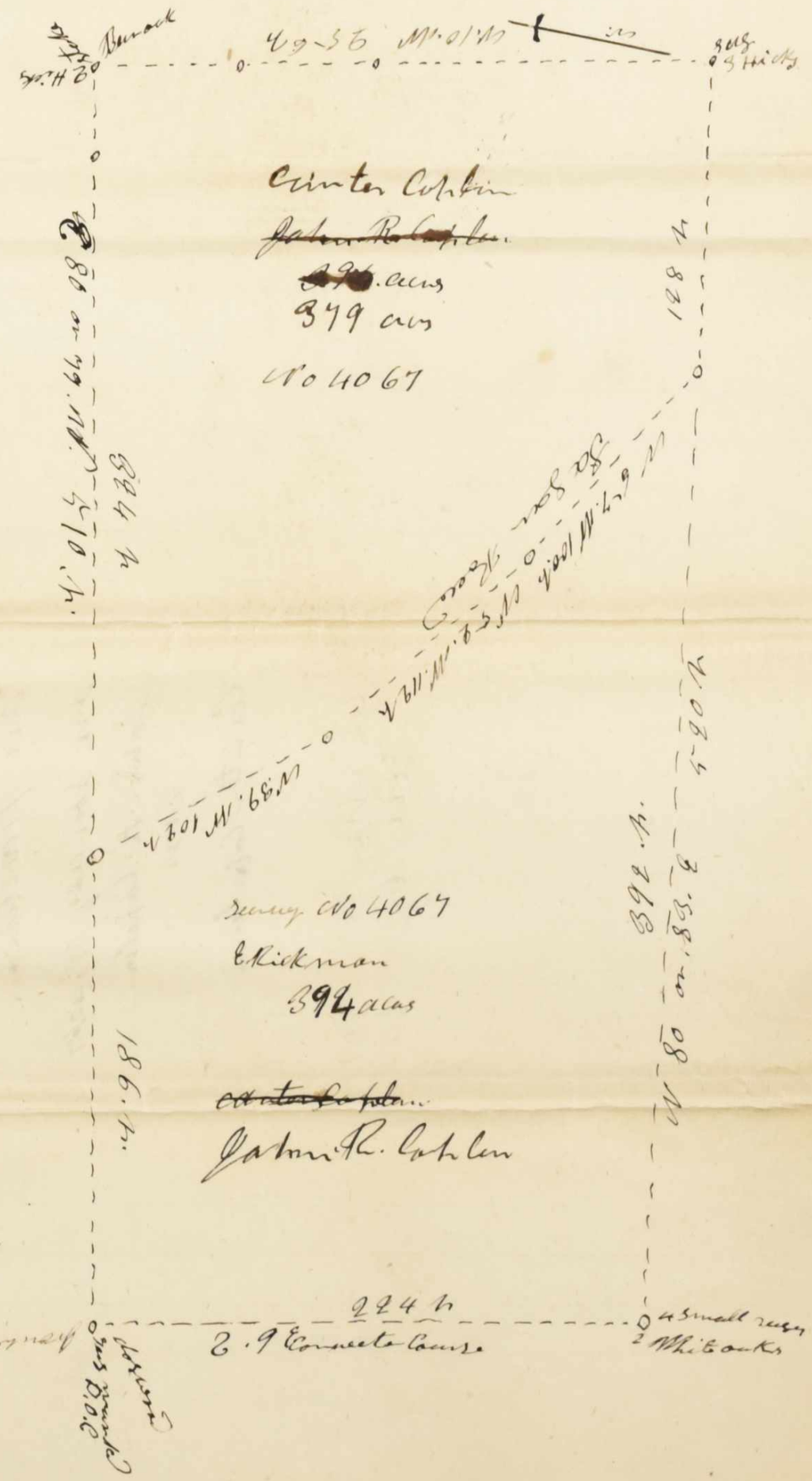
John Capel Clerk

I here by Certify that under ~~an~~ a writ of partitition for to devide Survey No 4067 issued from the Court of Com mon pleas for the County of Union Ohio at there May term 1847 in which William Wirsate John Lecper & John P. Woods were appointed Commissioners under whose direction I surveyed the same as follows

for John R. Coplen be gin ing at a sugar tree marked D.C.C. on from wood & dogwood South west Corner to David Coplens part of the same survey from there running with the orig-anal West line of the survey connect ing the course there of South of East 224 poles to 4 small sugar trees and 2 White oaks orig a nal S. E. West Corner to the survey then with the south line there of con necting the course there of N. 88. E. 892 poles to a stake in the Sugar Road in the Cross ing of the Richey & Jolly Road then with the Sugar Road N. 47. W. 100 poles then N. 52. W. 112 poles to a stake then N. 39. W. 102 poles to a stake in the West line then with sd line connecting the course there of South 79. West 186 poles to the be gin ing Con tain ing three hundred and ninety four acres being sd John R. Coplens Equal half of sd Survey also to Carter Coplen as his equal half of sd survey as follows be gin ing at a Hickory and a sugar tree South East Corner to the survey from there run ing North 10. W. 256 poles to a stake between a Persimmon and a Hickory Corner to David Coplens Land then with ~~the line~~ S. 79 W Connecting the Course 324 poles to a stake in the Center of the Sugar Road then with sd Road S 39. E. 102 poles then South 52. E. 112. poles to a stake then South 57 East 100 poles to a stake in the ~~East~~ South line then with sd line connecting the Course N. 88 E. 128 poles to the be gin ing Con tain ing 379 acres Reference to the with in plat and to the report of the Com missioners above named

William B. Irwin County Surveyor

fees for Surveying	$5.00 - U.C. O.
Eliza Jolly 2 days at 75c per day	1.50
Richard Musgrave " "	1.50
Mason work one day	75
	$8.75


Barnock
Hicks
Winter Cotton
~~John R. Cotton~~
~~396~~ acres
349 acres
No 4067
128 r
Survey No 4067
E. Kickman
394 acres
~~Winter Cotton~~
John R. Cotton
186 r
224 r
2 small runs
2 White oaks
Connecto Cause
Grand Sec
Cypress

Union Com Pleas

John R Coupland
vs
Carter Coupland
Writ of Partition

Fees— Service $1.00
mileage .20
Copy 25
Philip Snider
Sheriff

Filed May 12th 1847
John Cassil, Clerk

Since Executed the within writ by the oath of the within named Commissioners who report is herewith returned.

Philip Snider Sheriff

The State of Ohio Union County, ss.

To the Sheriff of Union County. Greeting

We command you, that without delay, by the oaths of William Winget, John Leeper and John P Woods you cause one full and equal half of the following real Estate to be assigned and set off to John R Coupland, to wit Part of Survey Numbered Four thousand and Sixty Seven — Bounded and described as follows, to wit: Beginning at 3 Hickories and a Sugar tree South East Corner to the Original Survey (No 4067) running thence S 80° W 400 poles to 2 white oaks and 4 Small Sugar trees South west corner to the Original Survey; Thence N 10° W 225 poles to a Stake South west corner to David A. Couplands tract of 360 acres of Land. Thence with his line North 80° East 400 poles to a Stake South East corner of said Couplands tract = Thence S 10° E 225 poles to the beginning Containing Five hundred and Sixty acres and that your proceedings in the premises, you distinctly certify, under your hand, to our Court of Common Pleas within and for the said County of Union together with this writ:

Witness Wm Cogsil Clerk of said Court, at the Court House aforesaid this 4 th day of May A D 1847.

John Cogsil, Clerk.

Report of appraisers

Filed May 12th 1847
John Capsillen Clerk

John R. Coupland
vs
Carter Coupland

Partition - Union Common Pleas

We the Commissioners appointed in this cause to make partition of the following described premises to wit: a part of the Survey number Four thousand and Sixty Seven (No 4067) Beginning at 3 Hickories and a Sugartree South East corner of the original Survey No 4067 running thence S 80° W 400 poles to 2 white Oaks and 4 small Sugartrees South West corner to the Original Survey - Thence N 10° W 225 poles to a Stake South West corner to David C. Coupland's tract of 560 acres of land - Thence with his line N 80° E 400 poles to a Stake South East corner to said Coupland's tract - Thence S 10° E 225 poles to the beginning containing 560 acres of land, between John R. Coupland and Carter Coupland, and having been duly sworn upon actual View of the premises, do assign and set off to the said John R Coupland the following described part of the said described premises as his portion thereof to wit; all lying West of the Sugar Road containing three hundred & ninety four acres and we do set off to Carter Coupland as his equal half of so survey all lying East of so Sugar Road containing ~~three~~ hundred and Seventy nine acres for boundaries Reference is made to the plat made by William B. Stein surveyor in so partition here with returned

Given under our hands and Seals this 11th day of May AD 1847

Wm Winget (seal)
John Leeper (seal)
John P. Woods (seal)

Appraisers fee
Wm Winget $2.00
John Leeper $2.00
John P. Woods $2.00

Answer

Filed May 4th 1847
John Cafoil, Clerk

The answer of Copeland to the bill of complaint exhibited against him and others by John R. Copeland

And the said Carter Copeland by his guardian and litem comes and says that he is ignorant of the premises and prays the court to protect his rights and enter such order in the premises as may secure his interest

By James L Bates his
guardian ad litem

Copeland
vs
Partition
Copeland

Notice & proof
of Publication

Filed May 3d 1847
John Cassil, Clk

John R Coupeland
vs
Carter Coupeland } In Union Com. Pleas
In Partition

personally appeared before me a Justice of the peace in and for the aforesaid 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 hereto attached being a notice of the pendency of petition in this case was published in said paper for Six Consecutive Weeks Commencing October 14 1846.

P B Cole

Sworn to & subscribed before me this 3d day of May 1847

James M Wilkinson J.P.

Printers fee $3,50.
J.P. fee 12/c

CARTER COUPLAND, will take notice, that a petition was filed against him on the 14th day of October, A. D. 1846, in the Court of Common Pleas of Union county State of Ohio, by John R. Coupland, and is now pending; whereby, the said John R. Coupland demands partition of the following Real Estate, bounded and described as follows: The undivided half of Survey No. four thousand sixty-seven, (4067) beginning at three hickories and sugartree, south east corner to the original survey, 4067, running thence south eighty degrees, west four hundred poles to two white oaks and four small sugartrees south west corner to the original survey; thence north ten degrees, west two hundred and twenty-five poles to a stake south west corner to David O. Coupland's tract of five hundred and sixty acres of land; thence with his line north eighty degrees, East four hundred poles to a stake South East corner of said Coupland's tract; thence South ten degrees. East two hundred and twenty-five poles to the beginning, containing five hundred and sixty acres. And at the next term of said Court application will be made by the said John R. Coupland for an order that partition may be made of said premises.

JOHN R. COUPLAND.

October 14, 1846. n25w6

Chancery Case File

Case No. 1846-CH-0036

No. 46-CH-36

Union Common Pleas Court.

Erastus Martin
Plaintiff,

AGAINST

William Douglass et al
Defendant.

MAY TERM 1847

Judgment VS Plaintiff

No Record.

Journal 4 Page 10

Record No. Page

Ex. Doc. Page

Cham. Com. Pleas

Erastus Martin
&
William Douglass
Moses Fullington

Bill in Chancery

Filed Oct. 15th 1846
John Cassil, Clerk

Cost bill made

John H. Young, Sol.

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

Erastus Martin respectfully represents unto your Honors that on the 28th day of July A.D. 1846 he obtained judgement on the law side of this Honorable Court against one William Douglass for the sum of one hundred dollars debt and two dollars damages and four dollars and fifty four dollars costs of suit, that upon this judgement your Orator caused an execution to be issued by the Clerk of this Court on the day of 1846 against said William Douglass which directed returnable to October Term 1846 of this Court to the Sheriff of Union County, which was returned by him, endorsed "no goods, no lands found whereon to levy": that the said William Douglass has not in fact any property personal or real that is subject to levy on execution.

Your Orator further represents that the said William Douglass executed the note upon which the above judgement was rendered, together with three others of a like amount, on the 26th day of July 1845: that each note was for $100.00, the one upon which said judgement was obtained being payable eight months after said date, another in 9 months after said date, another in 12 months and another in 14 months after said date: that at the time said notes were given the said William Douglass was possessed of and owned in fee simple the following described tract of land, to wit: Being part of Survey No. 7789 patented to Joseph Parrott lying in the County of Union on the waters of Tranoles Creek, bounded thus: Beginning at the N.W. Corner of lands owned by the heirs of Elisha Reynolds and N.E. corner to A. A. Woodworth's land, then with Woodworth's line North 28 poles Benjamin Herrington's South East corner, then with his line N. 44 E. 162 poles to a corner of John William's land, then with his line South 55 E. 175 poles to the centre of the Creek, then with

the Creek three poles, then N. 55 W. 71 poles with the line of Benjamin Hopkins, then with another of his lines South 70 W. 58½ poles to a stone in the East side of the Road, then with the road S. 30 E. 16 poles to a stone another of Hopkin's Corners in the East side of the Road, then with another of his lines South 18½ East 87 poles to the line of the heirs of Elisha Reynolds, then with their line N. 71 West 130 poles to the Beginning, Containing one hundred and fifteen acres & three-fourths, more or less.

Your Orator Charges that the said William Douglass in order to evade the payment of said notes and for the purpose of defrauding and with intent to defraud your Orator and other Creditors of his of their just and lawful debts, did on the 29th day of December A. D. 1845 execute to one Moses Fullington of said County a deed for said land: that said deed was made by the said Douglass together with his wife Jane Douglass to the said Fullington, with intent to defraud his Creditors, but especially with the intent to defraud your Orator out of the payment of said notes, that the said Douglass informed the said Fullington at the time that he made said Conveyance to him of such design, that at the time he made said deed to the said Fullington he informed him that he did so to avoid the payment of said notes so held upon him by your Orator as well as other notes held upon him by him & other Creditors, and that the said Fullington received said Conveyance with that information and with that understanding.

Your Petitioner therefore prays that said Douglass and Fullington may be made parties defendant to this bill that for that purpose the States writs of Subpoena may issue against them directed to the Sheriff of Union County that they may be compelled to answer (upon their oath) all and

singular the premises and especially to answer and say what consideration the said Fullerton paid to the said Douglas for said land when where and in what manner the same was paid — And that on the final hearing of this bill the Court will subject the lands aforesaid to the payment of said judgment and the accruing interest and costs according to the course of proceeding and usages of Courts of Chancery in such cases and that your Orator may have such further relief in the premises as may be consistent with Equity —

John K. Young
Sol. for Com'plt.

Union Com Pleas

Erastus Martin
v
William Douglass
& Moses Fullington

Service -- $0 55
Mileage --- 40
Copies --- 20
$1,15

Filed Oct. 16th 1846
John Caffee, clerk

Oct 15th 1846 - Served on Moses Fullington by a certified copy of this writ
Oct 16th 1846 - Served on Wm Douglass by leaving a certified copy of this writ at his place of residence
Wm McFadden
Sheriff

The State of Ohio, Union County, ss.

TO THE SHERIFF OF THE COUNTY OF UNION GREETING:

We command you, that you summon William Douglass and Moses Fullington

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 Erastus Martin

and this thou 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 15th day of Oct.

A. D, 1846

John Cassil Clerk of Com. Pleas.

Chancery Case File

Case No. 1846-CH-0037

No. 46-CH-37

Union Common Pleas Court.

Caroline Wells, Plaintiff,

AGAINST

John W Wells, Defendant.

MAY TERM. 1847

Judgment VS Plaintiff

No Record.

Journal 4 Page 12

Record No. Page

Ex. Doc. Page

Union Com Pleas

Petition in Chancery

~~James B. Dell~~

Caroline Wells
by her next friend
vs
John W Wells et al.

Filed Oct. 16th 1846
John Cassil Clerk

91
101
46
44
02
01
9
9
9

Caroline Wells
by her next friend
James B. Dart
vs.
John W. Wells.

To the Court of Common Pleas in
& for the County of Union & State
of Ohio, in Chancery sitting.

Your petitioner Caroline Wells
by her next friend James B. Dart
respectfully represents, that her husband John
W. Wells, after squandering a part of the estate
which came into his hands in her right
has now left her destitute & has for a
length of time refused and neglected
to provide for the wants of her & family:
that, there is now in the hands of the
administrator, a large amount of money
which is coming to her by inheritance
& which the said John W. Wells is contriving
to get into his own hands, that he may
fraudulently convert it to his own use
& place it beyond the reach of the
said Caroline, and thereby leave her
destitute. Your petitioner therefore, in
consideration of the premises, prays that
the Court may make John W. Wells, who is said
to be in the State of Illinois, a party to this
bill, and that upon the hearing of this
cause, the court may enjoin the said
John W. Wells from receiving or otherwise
interfering with the said money or
any property which the said Caroline
may have in her own right and may
appoint a receiver to control and
manage the said money for the benefit
of the said Caroline & make such further
orders as they may deem proper & just
in the premises.

Edward Stillings
Atty for Petitioner

History of
the marriage
and dissolution
of Partnership
of Caroline
Dorl and
John Wells

on the 8th of December 1842 Caroline Dort and John Wells were Married — on the 30th of Oct. 1843 Charlotte D. Wells was Born — on the 15th April 1845 Sarah Wells was Born — on the 13th Sept. 1846 Jiter V. Wells was Born — on the 14th July, Caroline Wells left her husband from abuse and took her children with her — on the 23d of July John Wells took Sarah his daughter from his wife against her will or consent on the 28th July, 1846 Brought his daughter to Caroline his wife — Some time in August last Caroline Wells took Charlotte D. her daughter to John Wells her husband he received her But brought her back in a few days and said that he could not take care of her — on the 19th Sept. 1846 John Wells left his family in a distressed situation and went to Illinois and has not returned yet

This 14th Day of Oct. 1846 James B Dort

P. S. The oldest child of the above mentioned Parents, is totally helpless and must always be (according to what Physicians say) as long as she lives

J. B. D

No. 46-CH-38

Union Common Pleas Court.

Mary Hardin et al
Plaintiff,

AGAINST

John Hardin et al
Defendant.

AUG TERM. 1847

DECREE FOR PLAINTF

Recorded &
Indexed,

Journal 4 Page 46

Record No. 3 Page 65

Ex. Doc. Page

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

Petn. to sell land
by Guardian
on proof that it is necessary to sell

Union Com. pleas.

Mary Hardin
Guardian, &c.
vs.
John H. Hardin
& Mary E. Hardin

Petition
to sell land.

Filed Oct. 17th 1866
John Cassel, Clerk
order of sale

Cost bill made
Record
Recorded

Allison & Curry
Solicitors.

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

Mary Hardin of Union County, Ohio, guardian of John H. Hardin and Mary E. Hardin Minor Children of Lefer Hardin, represents that the said Minors are seized in fee simple of an undivided fourth part of a certain lot of land, situate in Union County, Ohio, being part of Survey No. 7744 conveyed to Roger Moody by James Galloway, and which descended to Elias Moody by heirship, and was conveyed by him to said Minors and others; Beginning at the South West original corner of said Survey; Thence N. 30° E. 69 poles to the corner of George Moody's Lot; Thence with his line S. 51° E 41½ poles to a stone; Thence S. 30° W. 62 poles to a stone in the South line; Thence with said line N. 60° W. 41½ poles to the beginning, containing seventeen acres; — That it will be for the benefit and advantage of said Minors, and is necessary for their maintenance and education that all their interest in said estate should be disposed of: — Your petitioner therefore prays that said Minors may be made parties defendants to this petition; that they may answer the same by their guardian ad litem to be appointed by this Court; that a guardian ad litem may be appointed for said Minors; and that your petitioner may be authorized to sell and convey all the interest of said Minors in said real estate, under such regulations as are provided by law.

By Allison & Curry
her Attorneys.

Mary Hardin Guardian of &c
vs
John H. & Mary E Hardin

In Union Com Pleas,
Petition to sell land.

In pursuance of an order of sale made at the May Term 1847, of said Court, I gave notice of sale in the 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, Ohio, on the 17th day of July, 1847, I offered said property at public vendue, and John Blake having bid therefor Seventy six dollars, and he being the highest and best bidder, and the same being more than two thirds of the appraised value thereof, I struck off and sold the same to him, for that sum.

Fees -
Publication of notice
July 30th 1847

Mary Hardin Guardian
of John H. & Mary E Hardin,
By Allison & Curry
Her Attys

Mary Hardin
Guardian &c
vs
John H & Mary E Hardin
Order of Sale

Mary Hardin Guardian &c
vs
John H. & Mary E Hardin

on Motion to the Court by Allison Harry Counsel for Petitioner and upon producing the appraisement herein made by William Wright & William Reed and Levi Lyon under a former order of this Court It is ordered that the Said Mary Hardin as Guardian of John H. Hardin and Mary E. Hardin proceed according to law to sell the Said interest of the Said John H. Hardin and Mary E. Hardin in the real Estate in Said petition described and upon the following terms to wit, Cash in hand,

The State of Ohio Union County ss
I John Cassil Clerk of the Court of Common Pleas with in and for Said County do hereby certify the foregoing to be a true copy. taken from the Journal of Said Court. in testimony whereof I hereunto Subscribe my name and affix the Seal of Said Court at Marysville this 14th day of May AD 1867

John Cassil Clerk

Mary Hardin's
Guardian's Sale

Proof Publication

Filed Aug 4th 1847
John Blackwell Clerk

State of Ohio
Union County } ss

P. B. Cole publisher of the Argus a paper printed and in general circulation in the County of Union makes solemn oath that the notice hereto attached being sale of real estate by Mary Hardin guardian of J. H. & M. E. Hardin was published in said paper for 4 consecutive weeks immediately previous to the 17th day of June 1847

P. B. Cole

Sworn to & subscribed in open Court this 4th day of August 1847
John Capel Clerk

Sale of Real Estate,

BY ORDER OF COURT.

On the 17th day of June, 1847, at 3 o'clock, P.M., at the door of the Court House in the town of Marysville, Union county, Ohio, in obedience to an order of the Court of Common Pleas of said county made at the term thereof in May, A. D., 1847, I will sell to the highest bidder the following real estate, to wit: All the interest of John H. Hardin, and Mary E. Hardin, (they being entitled each to one undivided fourth part) of in and to a certain lot of land in said county, part of Survey No. 7744; beginning at the S.W. original corner of said survey; thence N. 30° E. 69 poles to the corner of George Moody's lot; thence with his line S. 51° E. 41¼ poles to a stone; thence S. 30° w 62 poles to a stone in the south line; thence with said line N. 60° w 41¼ poles to the beginning, containing seventeen acres; appraised at $7,00,00 per acre. Terms of sale, cash in hand.

MARY HARDIN, Guardian of John H. Hardin and Mary E. Hardin.

May 26, 1847. n1w4

Notice!

Mary Hardin
Guardian &c
vs
John H & Mary E Hardin

Report of Appraisers

Filed May 5. 1847
John Coffal Clerk

Mary Hardin
Sandra
vs
John H Hardin
Mary E. Hardin

Appraisers Report

In Compliance with an order from the Court of Common Pleas of the County of Union State of Ohio in which we the under signed were appointed to appraise the interest of John A. Hardin and Mary E. Hardon in a lot of land named in sd order containing seventeen acres, would report that after being duly sworn as the law directs we do appraise the interest of sd John A. Hardon & Mary E. Hardon to be worth twenty nine dollars seventy five cents each making fifty nine dollars fifty cents Given under our hands and seals this 5th day of May 1847

Wm Wright
Levi Lyons
Wm Reed

Appraisers

Fees in the above

William Wingate	$ 1.00
Levi Lyon	1.00
William Reed	1.00

Union Com Pleas

Mary Hardin Guardian
&c
vs
John H. & Mary J. Hardin

Order for appraisement

Filed May 5, 1847
John Cozier Clerk

Wednesday May 5. 1847

Mary Hardin
Guardian &c
vs
John H. Hardin &
Mary E Hardin

On motion of Allison & Curry Counsel for the petitioner, It is ordered that William Winget, William Reece and Levi Lyon being first duly sworn, do upon actual view of the premises, make a just valuation of the one undivided fourth part each being the interest of the said John H Hardin and Mary E Hardin, Minors, in the following real Estate, to wit; Part of Survey No. 7744 conveyed to Roger Moody by James Galloway and which descended to Elias Moody by heirship, and was conveyed by him to said Minors and others; Beginning at the South west Original Corner of said Survey; Thence ~~with his line~~ N 30° E 69 poles to the Corner of George Moody's Lot; Thence with his line S 51° E 41½ poles to a Stone; Thence S 30° W 62 poles to a Stone in the South Line. Thence with said line N. 60° W 41½ poles to the beginning Containing seventeen acres; and that they return such Valuation forthwith

The State of Ohio
Union County ss

I John Capel Clerk of the Court of Common Pleas within and for the County of Union and State of Ohio, do hereby certify that the foregoing Entry is truly taken and copied from the Journals of said Court.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court this fifth day of May 5. 1847.

John Capel Clerk

In Union Com Pleas

Mary Hardin
vs
John Hardin
et al

Affidavit

The State of Ohio, Union County SS.

Mary Hardin Guardian &c vs John H Hardin & Mary E Hardin

In Union Com Pleas
Petition to sell Land

S. Ray G. Morse, makes oath and says that it would be for the ~~interest~~ benefit and advantage of the said Minors John H Hardin & Mary E. Hardin, and that it is necessary for the maintenance and education of the said John H. & Mary E. to sell the interest of the said Minors, in land to the land in the Bill in this Case mentioned as I verily believe, and further says not

Ray G Morse

Sworn to and subscribed in Open Court this 4th day of May 1847

John Cassil, Clerk

union Com. Pleas

Mary Hardin guardian &c

vs

~~Jesse Hardin et al~~

John H. Hardin &
Mary E. Hardin

Service — $0 55
Mileage -- 40
Copies — 20
$1,15

Wm M Robinson
Sheriff

Filed Oct. 17th 1846
John Cassil,
Clerk

Served by a certified copy of this writ to each of the defts
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 ~~Jesse Hardin, William C. Davis, Jacob Hollard~~, John H. Hardin & Mary E. Hardin

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 Mary Hardin guardian of John H Hardin & Mary E. Hardin

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

Witness John Cassil, Clerk of our said Court, at the court house, this 17th day of October A. D, 1846

John Cassil Clerk of Com. Pleas.

union Com. Plas

Hardin

vs

Hardin et al

Answer of
Guardian ad Lit

Filed May 5th 1874
John Pafoe
Clerk

The Joint Answer of John H. Harden and Mary E. Harden infant defendants to the bill of Mary Harden Guardian by J. C. Doughty their guardian ad litem. And the said John H. Harden and Mary E. Harden by J. C. Doughty their guardian ad litem now come and for answer to the said bill of the said Mary Harden Guardian say that they have no knowledge of the matters and things set forth in said bill and submit the rights and interest of the infant defendants to the sound descretion of this Court

J. C. Doughty ~~Guardian~~ ad litem for the defants

John H. Harden
Mary E. Harden

Chancery Case File

Case No. 1846-CH-0039

Box 14

No. 46-CH-39

Union Common Pleas Court.

Paul Pequenburg
Plaintiff,

AGAINST

William Moncure
Defendant.

MAY TERM 1847

DECREE FOR PLAINTF

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Clerks fee $9,04
Sheriff " 1,96
Commissioner 3,00
Printer 7,12
Counsel fee 40,00
$61,12

No. 1.

Union County
Com. Plas.

Paul Pecquet &
wife
vs
William Moncure

Petition for
Partition

Filed Nov. 18th 1846
John Capsil, Clerk

Proceedings in partition causes ~~Alleg~~ ~~Ohio~~. 1847

Cost bill made
record

Recorded

J. L. Taylor
attorney for
Defendants.

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

Your Petitioners, Paul Pecquet and Sarah Ann Elizabeth Pecquet, (late Sarah Ann Elizabeth Moreau) his wife, of the City of New Orleans, in the State of Louisiana, represent, that they have a legal right to and are seized in fee simple, of one undivided moiety of the following Real Estate, situate in the County of Union in the State of Ohio, and described as follows, to wit, "Survey of One thousand five hundred and sixty seven acres of land a part of three military warrants, viz, No. 5147, in favor of John Stokely, (the whole thereof being for 4000 acres) No. 5148, in favor of the same John Stokely (the whole thereof being for 1333 1/3 acres) and No. 5139, in favor of Robert Means, assignee of James Smith, the whole thereof being for 311 1/3 acres) - 333 1/3 acres on each of the two first recited Warrants, and 900 1/3 acres on the last, on the waters of Mill creek and Darby creek; Beginning at a large elm, hickory and sugar tree, South East corner to Elizabeth Pickman's Survey No. 4073 & North West corner to Benjamin Biggs' Survey No. 4074, running with Biggs' line and course thereof, passing his South ~~West~~ East corner, and with the line of Thomas Kennon's Survey No. 1913, S. 10° E. 560 poles to three sugar trees, and three small iron woods, South East Corner to said Kennon's Survey, thence with another of his lines N. 80° E. 180 poles to two ashes ~~and~~ an elm and hory locust on said line, and North West corner to Nathan Lamme's Survey No. 5416, and thence with his line S. 10° E. 280 poles crossing a small branch to three sugar trees, and an elm Northerly Corner to Bezaleel Ness' Survey No. 5006, thence with his line S. 52° W. 160 poles

to two elms and a red oak on said line, thence N. 37 W. 1056 poles, a small branch water of Darby Creek at 320 poles, to two hickories, an elm and sycamore, South West corner to said Richmond's Survey, thence with her line N. 80 E. 446 poles, crossing a branch at 306, and one at 342 poles to the Beginning with the appurtenances; being Survey No. 5728, in the Virginia Military District in the State of Ohio.

And your Petitioners further represent, that William Moncure, of the City of Richmond in the State of Virginia is a tenant in common with your Petitioners in the said premises; the said Sarah Ann Elizabeth Pequet, late Sarah Ann Elizabeth Moncure, and the said William Moncure, being the grand children and Devisees of William Moncure, late of Stafford County in the State of Virginia, and holding the said lands in fee simple under the Will of their grandfather, aforesaid, which was duly recorded in said Union County, Ohio; a copy of which, if required will be exhibited if required, upon the hearing of this Petition.

Your Petitioners, therefore pray, that partition of said lands may be made, or if the same cannot be done without manifest injury, that then such other proceedings may be had, in the premises, as are authorized by law.

By,

S. L. Taylor.
Their Attorney.

No 2.

P. Pecquet
vs } Partition
W. Moreure

Proof of Publication

Filed May 4th 1847
John Cafiel Clerk

Paul Pecquet et all
vs
Wm Moncure

In Union Com Pl
In Partition

State of Ohio Union County ss

Personally appeared P B Cole the publisher of the Argus a news paper printed in said County and made solemn oath that the notice hereto attached being the notice of the pendency of the petition in this case was published in said paper for more than six consecutive weeks commencing on the second day of December AD 1846

P B Cole

Sworn to and subscribed before me this 3d day of may 1847

James M. Wilkinson J.P.

Printers fee $7.00 Paid by J L Taylor
J.P. fee 12½

Notice

William Moncure, of the city of Richmond, in the State of Virginia, will take notice, that a petition was filed against him on the 18th day of November, 1846, in the Court of Common Pleas, in Union county, in the State of Ohio, by Paul Pecquet and Sarah Ann Elizabeth Pecquet, (late Sarah Ann Elizabeth Moncure,) his wife, of the city of New Orleans, and is now pending, wherein the said Paul Pecquet and Sarah Ann Elizabeth Pecquet, demand partition of the following Real Estate, to wit: Survey of 1567 acres of land as part of three Military warrants, viz: No. 5147, in favor of John Stokely, (the whole thereof being for 4000 acres,) No. 5148, in favor of the said John Stokely, (the whole thereof being for 1333⅓ acres) and No. 5139, in favor of Robert Means, Assignee of James Smith, (the whole thereof being for 3111⅓ acres,) 333⅓ acres or each of the two first recited warrants, and 900⅓ acres on the last, on the waters of Millcreek and Darbycreek, beginning at a large elm, hickory and sugar tree, s. e. corner to Elizabeth Rickman's survey No. 4073, and n. w. corner to Benjamin Biggs' survey No. 4074, running with Biggs' line and corner thereof, passing his s. w. corner, and with the line of Thomas Kennon's survey No. 1913, s. 10° E. 560 poles to 3 sugartrees and 3 small ironwoods, s. e. corner to said Kennon's survey, thence with another of his lines, n. 80° e. 189 poles to 2 ashes, an elm, and honey locust, on said line, and north west corner to Nathan Lorimer's survey, No. 5416, and thence with his line s. 10° e. 280 poles crossing a small branch to three sugartrees, and an elm, northerly corner to Bazaleel Norris' survey No. 5006, thence with his line, s. 52 w. 160 poles to two elms and a red oak, on said line; thence n 37 w 1056 poles, a small branch, waters of Darbycreek at 320 poles to two hickories, an elm and sugartree, s w corner to said Rickman's survey; thence with her line, n 80 e 446 poles crossing a branch at 306 and one at 442 poles to the beginning, with the appurtenances: being survey No. 5728, in the Virginia Military District, in the State of Ohio; and that at the next term of said Court application will be made by the said Petitioners for an order, that partition may be made of said premises.

PAUL PECQUET, and
SARAH ANN ELIZABETH PECQUET.
By J. L. TAYLOR, their Attorney.
December 2, 1846. n30w6

No. 6.

Paul Pecquet
Ptff

vs

W. Monroe

Report of
Commissioners.

Filed May 4th 1847
John Cassil, Clerk

Paul Pecquet and wife } Petition for
vs. } Partition.
William Monroe }

We the Commissioners appointed in this cause, to make partition of the following Real Estate, situate in Union County in the State of Ohio, described as follows, to wit, Survey of one thousand five hundred and sixty-seven acres of land, a part of three military Warrants, viz- No. 5147, in favor of John Stokely (the whole thereof being for 4000 acres) No. 5148, in favor of the said John Stokely (the whole thereof being for 1333 1/3 acres) and No. 5139, in favor of Robert Meane, assignee of James Smith (the whole thereof being for 3111 1/3 acres) — 333 1/3 acres on each of the two first mentioned Warrants, and 900 acres on the last, on the waters of Mill Creek and Darby Creek, Beginning at a large elm, hickory and sycamore, South east corner to Elizabeth Pickerman's Survey No. 4073, and N. W. corner to Benjamin Biggs' Survey No. 4074, running with Biggs' line and corner thereof, passing his S. W. corner, and with the line of Thomas Kenner's Survey No. 1913, S. 10° E. 560 poles, to three sugar trees, and three small iron wood, South East corner to said Kenner's Survey, thence with another of his lines N. 80° E. 180 poles to two ashes and dog and honey locust on said line, and North East corner to Nathan Lamme's Survey No. 5416, and thence with his line S. 10° E. 280 poles crossing a small branch to three sugar trees, and an elm, Northerly corner to Bazaleel Norris's Survey No. 5006, thence with his line S. 52° W. 160 poles to two elms and a red oak, on

said line, thence N. 37° W. 1056 poles — a small branch — waters of Darby Creek at 320 poles, & two hickories, middle and Sugar tree, South East Corner to said Pettman's Survey, thence with his line, N. 80 E. 446 poles, crossing a branch at 306, and one at 342 poles, to the Beginning with the appurtenances: being Survey No. 5728 in the Virginia Military District in the State of Ohio — and having been duly sworn, upon actual view of the premises, do ~~lay~~ set off and assign to the said Sarah Ann Elizabeth Pecquet, wife of said Paul Pecquet, (formerly Sarah Ann Elizabeth Monaine) in Severalty for her Share of the said land, so much thereof as is contained in the following limits —

Commencing at the Beginning corner of said Survey No. 5728, it being the S. E. corner of Elizabeth Pettman's Survey No. 4073; running thence S. 10° E. with the original line of said Survey No. 5728, so far that a line parallel with the North line of said Survey, will include one equal half of the whole quantity in said Survey No. 5728 with the other eight which we assign to said William Monaine, the defendant. Given under our hands and seals this 4th Day of May A. D. 1847 —

William B. Stone (Seal)
Wm W. Robinson (Seal)
A. A. Woodworth (Seal)

Commissioners fees $3.00 paid by S. L. Taylor

Sheriffs fees
4 writs $1.00
mileage .60
Copy .20
$1.80

Philip Snider Sheriff

No 5

Paul Jacquet &
wife.

vs. 3 writs of
Partition

W. Mercum.

Filed May 4th 1847
John Heaffil, Clerk

The State of Ohio, Union County, ss.

To The Sheriff of Union County: Greeting:

We command you, that without delay, by the oaths of William B. Irwin, William M. Robinson and Daniel S. Woodworth you cause partition to be made of the following Real Estate, situate in the County of Union, in the State of Ohio, and described as follows, to wit: Survey of 1567 acres of land, part of three Military Warrants, viz No. 5147, in favor of John Stokely (the whole thereof being for 4000 acres) No. 5148, in favor of the same John Stokely, (the whole thereof being for 1333 1/3 acres) and No. 5139 in favor of Robert Mennon assignee of James Smith, (the whole thereof being for 3111 1/3 acres) - 333 1/3 acres on east of the two first recited warrants, and 900 1/3 acres on the last, on the waters of Mill Creek and Darby Creek: Beginning at a large elm, hickory and sugar tree, South East Corner to N.W. Corner to Benjamin Biggs' Survey No. Elizabeth Robinson's Survey, No. 4073 & 4074, running with Biggs line and course thereof, passing his S.W. Corner, and with the line of Thomas Mennon's Survey No. 1513, S. 10° E. 560 poles to three sugar trees, and three small iron wood, S.E. Corner to said Mennon's Survey, thence with another of his lines N. 80° E. 180 poles to two ashes, an elm and hickory count on said line, and N.W. Corner to Nathan Lawrence's Survey No. 5416, and thence with his line S. 10° E. 280 poles crossing a small branch to three sugar trees, and an elm Northeast Corner to Bazaleel Norris' Survey No. 5006, thence with his line S. 52° W. 160 poles to two elms and a red oak on said line, thence N. 37° W. 1056

poles, — a small branch water of Darby creek at 320 poles, to two hickories; an elm and one sugar tree, South West course to said Pettibone's Survey, thence with her line, N. 80° E. 446 poles crossing a branch at 306 poles and one at 342 poles to the Beginning, with the appurtenances: Being Survey No. 5728 in the Virginia Military District in the State of Ohio, among the following persons and in the following proportions, to wit, To Sarah Ann Elizabeth Pecquet wife of said Paul Pecquet, (formerly Sarah Ann Elizabeth Moreine) one equal moiety; and to William Moreine, devisee of William Moreine dec.d as stated in said Petition, one equal moiety: and that upon 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.

Witness John Capsil, Clerk of the said Court of Common Pleas, this 4th day of May A. D. 1847.

John Capsil, Clerk

Attest.

I have executed this Writ by the oaths of the within named Commissioners, whose Report is herewith returned. Philip Snider Sheriff

This Date 4 May 1847. Sheriff of Union Co.

No. 3.

Union Common Pleas

Will of

William Moncure

Copy of

Filed May 4th 1847

John Cassil, Clerk

Fees $3.12

The State of Ohio } I John Cassil Clerk of the Court of
Union County ss } Common Pleas within and for the County
of Union and State of Ohio do hereby certify
that the following entry is truly taken and copied
from the Record of wills in said office, To wit:
"Be it remembered that at a Court of Common Pleas holden"
"at the Court house in the County of Union, Before his Honor"
"Frederick Prinke, Esquire, President, and William Gabriel, Robert"
"Nelson & Amos A Williams his associates Judges of the Court of Common"
"Pleas, on this fifth Day of April 1833. The last Will and testament"
"of William Monroe Late of the City of Richmond and State"
"of Virginia deceased was produced as per Copy Duely authen"
"=ticated and in open Court Examined, and it appearing to the"
"Court now here that the said Will relates to Lands & Real Estate"
"situate in this State and County, It is ordered that said"
"be recorded in the Clerks office of this Court, which said"
"Last Will and Testament of Wm Moncure, Reads in the"
"words and figures following, to wit."
"I, William Moncure of Windsor forest Stafford County Virginia"
"believing myself to be of sound Mind, do hereby first commit &"
"recommend my immortal soul to the Mercy of Almighty god"
"through the merits and attonement solely of my blessed Lord and"
"Saviour Jesus Christ, and second constitute and make this"
"my Last Will and testament cancelling and revoking all"
"previously Made and 3dly I give and bequeath to All my"
"servants and the Increase of the females their entire freedom"
"and hereby emancipate them forever, Leaving not one of them"
"in Slavery after my death. 4th I give and bequeath to my"
"dear wife Elizabeth ten Bank Shares in the Capital or Joint"
"Stock of President, Directors and company of the Bank of"
"the United States. The Carriage, Carriage Harness and the two"
"horses now in use, or, may be at the time of my death, all her"
"Chamber furniture and every other peice of Furniture, plate or"
"property which originally belonged to her as coming from her"

"father and Mother to her or myself as a part of her fortune"
"which may be on hand at my death and unto me belonging"
"all which my dear wife will use and enjoy & do with entirely as she"
"may think proper. 5th I Give and bequeath to my son Charles"
"Proser his heirs or assigns My Windsor Forest Tract Estate In the"
"County of Stafford Including my three purchases of Land, about"
"Seven hundred and sixty odd acres and all the Land unto me"
"belonging in the County of Stafford, with the exception of the"
"sacred grave yard or Burying ground already provided for"
"and conveyed in special Trust to the Bishop his successor &"
"successors of the Episcopal Church of the Diocese of the State"
"of Virginia. All the improvements and appertenances of the"
"Windsor forest Estate Including household and Kitchen furni=
=ture, with the Exception of such as previously bequeathed to his"
"Mother. Family supplies of every description remaining in the"
"house of Windsor forest. and on the said farm one Gigg & Harness"
"waggon and Gear Garden and farming Utensils. Horned Cattle"
"and plantation Horses, also Two Tracts of Ohio Military Land"
"1000 ~ 997⅔ ~ 1997⅔ acres Nos 997" & 1002" 1024" 1029 in the County"
"of Hardin and ten shares of United States Bank Stock all which"
"my Dear son Charles Proser will use Enjoy and do with as he"
"may think proper, 6th I Give & bequeath to my Dear Sister"
"Ann Gaskins of Northumberland County the interest or Dividends"
"on or of Eleven shares of stock in the Brook Turnpike Company"
"so long as she lives and One hundred Dollars in cash to be"
"paid out of any monies on hand or debts unto me belonging"
"at my Death, continue over. Wm Moncure 7th I Give and"
"bequeath to my three namesakes. William Moncure Gaskins"
"of North Umberland County, William Moncure Groodson of Cumber"
"=land County, and William Moncure Bridwell of Stafford County"
"One hundred dollars cash each. making three hundred dollars"
"when so divided. Also to John Proser Groodson of Cumberland"
"County One hundred Dollars Cash. 8th I give and bequeath"
"to my Sister Agnes Robinson three shares of Farmers Bank Stock"

"which should my dear Sister refuse to accept are to be"
"handed over to her Daughters, my very amiable Nieces and"
"equally divided between them. 9th ly I Give and bequeath"
"to my son Henry Wood his heirs or assigns in fee all the"
"property real and personal which was purchased at the publick"
"sale of the property of Moncure Robinson & Pleasants for the benefit of"
"their Creditors in discharge of my claim against the said Firm not"
"previously Disposed of and now in the possession of my son Henry"
"Wood. 10th ly I give and bequeath to my Dear precious Grand"
"Daughter under the endeared Name of Sarah Ann Elizabeth Mon"
"cure and my grand Son and Name Sake Elizabeth Moncure"
"Children of my dear son Henry Wood and the heirs or assigns of"
"Each of them of Each of them, a tract a tract of Ohio Military"
"Land in Union County, Containing Fifteen hundred & fifty seven"
"acres No 5728 To be equally Divided between my said Grand"
"Children Sarah Ann Elizabeth Moncure & Tom Moncure in fee."
"11th ly I give and bequeath to my dear son Charles Proper his heirs"
"and assigns the principal of the debt due by my Brother Johns"
"Estate at the death of Stephen Brent secured by a deed of Trust"
"In consideration partly of my having in my Moving in this my"
"Last Will & testament taken the liberty of Emancipating and"
"setting free at my death the four young negroes Lilly, Julian"
"Sam & Michael the services of whom until they respectively arrive"
"at the age of Twenty one years, I have previously conveyed to"
"him my said son Charles Proper Charles Proper which Debt"
"amounting in principal. To Two thousand Dollars, he no doubt"
"will consider fully an Equivalent and greatly more there services"
"Could in any Event be worth or amount to. 12th ly I Give and"
"bequeath to the Children of my Brother John Deceased my Nephews"
"& Nieces to be Equally divided between them all the Interest which"
"has accrued and that may accrue before the Death of Mrs"
"Stephen Brent on the Debt due by my Brother Johns Estate and"
"secured by a deed of Trust. 13th ly I give and bequeath to"
"my Nephews & Niece Children of my Brother Edwin deceased"

"Wm A. Moncure, John Moncure and Agatha Moncure, Contin"
"ue over Wm Moncure fifty dollars in cash each making"
"when so divided $150. to the three 14th My I give and bequeath"
"Mrs McCabe wife of Tom McCabe, dec'd so long as she remains"
"his widow the house and lot in the City of Richmond on"
"which I hold a deed of Trust. And so soon as she ceases to"
"be his widow or dies the said House and lot as far as the amount"
"of my said Deed of Trust will cover, Command and procure the same"
"I give and bequeath to the said Tom McCabes Deceased to be equal"
"ly divided between them intending and understanding expressly"
"that in either case or event only giving all my right, title and claim"
"under the said deed of Trust without any recourse whatever on myself"
"heirs &c or exors or admrs &c 15th 6 & Lastly I give and bequeath to"
"my Dear wife Elizabeth sons Henry Wood and Charles Proper"
"in fee & each of their heirs or assigns all my remaining property"
"Real & Personal including debts Stocks and &c Not herein Previously"
"bequeathed and disposed of to be Equally Divided between them"
"that is the three persons my wife Elizabeth & two sons Henry"
"Wood & Charles proper as per Schedule or Inventory of the same"
"annexed subject however first to the full payment and discharge"
"of all the cash Legacies herein bequeathed. the costs charges and"
"expences of two large neat plain marble slabbs with appropriate"
"Inscriptions. Which I here request my Dear son Henry Wood to"
"procure and have Erected as Early as Possible in the most Substan"
"tial & Lasting Manner over the Graves of the remains of my Dear"
"precious sons John James & Wm Robinson at Windsor Forest. And"
"also all my just debts. But owing as well as I now recollect only"
"one Debt of any amount worth providing for and that only the"
"sum of Two hundred and forty Dollars pr annum by Bond Executed"
"by myself John Robinson & Hancock Eustace, which is Recorded in"
"the Office of the County court of Stafford & I believe in the possession"
"of Mrs Euphan Brent. Payable on the first day of January in"
"each year During the life of the said Mrs Euphan Brent and"
"the same being fully and amply secured by my securities Robinson"

"& Eustace and a Deed of trust on Mr John Robinsons dwelling"
"house, in the City of Richmond. I Deem it unecessary to pledge"
"or Leave in any more formal way my property subject to the"
"payment of that Debt or any possible debt which I have no recolle=
"tions of. And therefore herewith Request the Honorable Court"
"of Stafford County, under the Strong and particular circum=
"stances of my owing no Doubt what ever but what is believed"
"to be fully provided for and secured, That they the very res=
"pectable and faithfull Magistrates composing it will not require"
"and exact security of My Executor herewith chosen appointed"
"constituted and named Henry W. Moncure. Continued"
"over Wm Moncure. When he offers to qualify as my sole Executor"
"To Almighty God the Giver of every good and perfect Gift I"
"verry sincerely and humbly pray for mercy, forgiveness & Salvation"
"through the Merits, attonement and for the sake of my blessed"
"Lord and Saviour Jesus Christ. Amen & Amen. At the warm"
"Springs Bath County Virginia this 19th day of August in the"
"year of our Lord One thousand Eight hundred and thirty six"
"witness my hand and Seal to this my only will and testament"
"Witness Rouzee Peyton. Wm Brent. 26 Nov 1830 } Ap. b. Brent } William Moncure seal"
} 26 Nov 1830

"Schedule or Inventory of Wm Moncures property Given"
"and bequeathed in the body of his fore going Last will and"
"testament in the 15th & Lastly to his wife Elizabeth and sons"
"Henry Wood and Charles Proper and each of their heirs or"
"assigns viz. One house and Lot on the Main Street in the"
"City of Richmond rented to Myers for $450, pr annum"
"payable quarterly the Negotiable notes of Wm Burke rec^d"
"for the Dwelling house sold him on Shocke Hill secured by a"
"deed of Trust on the same amt^g Including the Interest to"
"$6.630.00. — Town Office & Lot rented to Mrs Henry for $60, pr"
"annum payable Monthly Houses & 2 Lots rented to Mrs Bailey"
"for $60. pr annum payable Monthly. Four or two lots part"
"of the Ground Called the Governors Garden and purchased"
"originally by Preston & Moncure and two lots & Houses rented"

"to Warren Bibber for $75 pr annum payable annually one Lot"
"on H or Swan Tavern Street on which stands a Stable below"
"Mr Samuel Myers Dwelling House Garden House and Square of"
"say four or five acres Two Story House Brick and one half acre"
"Lot No 85 upwards of continued forward to page five Wm Prou-"
"cure an acre and a quarter of Ground with Dwelling House"
"and Enclosure on Baker quarter Branch, One Lot in Duval"
"addition called the Federal Spring No 109. one Lot in the same"
"addition No 147. and a lot in Washington addition No 11. or 12"
"One Lot of Ground Conveyed to Tom Duval in Henrico County near"
"the Mill or in the Neighborhood of Point reserve Near Spring"
"farm One hundred and Twenty Six acres of Land in Brook-"
"ville Henrico County one and ¾ acres of Land on the Williams"
"burg road from Richmond by the way of Rocket Purchase of"
"Joseph H. Mayo at Publick sale Cost $62.. per acres The Principal"
"of the debt due from John Robinson, Secondly a Deed of Trust"
"on his Dwelling House, In the City of Richmond amtg to the"
"sum of Four Thousand Dollars One Moiety of the Armory Lot in"
"the City of Richmond Cost $910 the other Moiety owned by"
"Elles & Allen. one Lot Church Hill near the Episcopal Church"
"Cost upwards of $2400.. about 100 feet front purchased or rather"
"received in payment from Frederick Pleasants. Twelve Shares"
"of Stock of the farmers Bank of Virginia Thirty Shares of Stock"
"in the Bank of the United States Sixty shares of Stock in the"
"bank of Virginia. Eleven shares of Stock in the Brook Turnpike"
"at the death of Mrs Ann Gaskins. and five shares of Stock in"
"the Warm Springs Company Bond of Hancock Eustace Due"
"at the Death of Mrs Dupham Brent for four Hundred Dollars"
"&c &c Given under my hand and seal this 19th Day of"
"August in the year 1830 at the Warm Springs Bath County"
"State of Virginia

Witness Rowzee Peyton — William Moncure (Seal)

Wm Brent Jr 26 Nov. 1830

Daniel C. Brent 26 Nov. 1830

"Stafford County Court February the 13th 1832 The Last"
"Will and Testament of Wm Monroe Deceased was produced"
"In ~~said~~ Court by Henry W. Monroe the Executor therein named"
"and was proved to the satisfaction of the Court to be the Last Will"
"and Testament of of the said Wm Monroe, whereupon the said"
"Will is ordered to be Recorded and on the Motion of the said"
"Executor who made oath thereto and Entered into bonds"
"without security the testator having so directed according"
"to Law. A Certificate is Granted him for obtaining a pro"
"bate thereof in Due form. A Copy Test J.M. Conway Cl Cn"
"Teste J.M. Conway Cl Cn. State of Virginia Stafford"
"County, to wit; As Clerk of the County Court of Stafford"
"in the State aforesaid, I certify the foregoing Last will and"
"Testament of Wm Monroe Decd to be a true Copy from the"
"records of my office (Seal) In testimony whereof I hereunto"
"set my hand and affix the seal of my said office at the"
"Court House this 24th Day of May in the year 1832, and in"
"the 56th year of the Commonwealth J.M. Conway Clk"
"State of Virginia Stafford County, to wit; I Robert H. Hale"
"Presiding Justice of the Court of Stafford County in the"
"State aforesaid do hereby certify that the attestation hereto"
"annexed made by John M. Conway Clerk of the said Court is"
"in due form and by the proper officer, appointed by the Laws"
"of the said State for that purpose and that full faith and cred"
"it is due thereto in every Court or office in the United States"
"Given under my hand at the County of Stafford in the State"
"of Virginia aforesaid this 28th Day of May 1832, & of the Independence"
"of the United States the 56th R. H. Hale. Recorded by order"
"of Court April 26th 1833 Silas P. Strong Clerk."

In testimony whereof I have subscribed my name and affixed the seal of our said Court this 9th day of November AD 1846

John Cogbill Clerk